



**AGENDA
CITY OF SHERIDAN
JUNE 12, 2023
STUDY SESSION COUNCIL MEETING START 5:30 P.M.**

1. Discussion of the Transfer of Location and Ownership of Retail Liquor License #7 to Penalty Box, LLC
- City Clerk Cecilia Good
2. Discussion of Resolution #27-23 Establishing Criteria for the Advertisement and Award of Bar and Grill
Licenses - City Clerk Cecilia Good
3. Discussion of Purchase and Procurement Policy - City Attorney Brendon Kerns
4. Discussion of Resolution 28-22 Establishing Sewer Rates and Fees - Utilities Director Dan Roberts
5. Discussion of PL-22-16, Resolution 24-23, Adkins Valley II Minor Subdivision - Public Works Director
Hanns Mercer
6. Discussion of PL-22-45, Resolution 30-23, Vacate 5,502 sq ft of the East-West Alley Between 321 and
333 N. Main St. - City Engineer Thomas Morneau
7. Discussion of PL-23-18, Resolution 31-23, Approval for an Electronic Message Center Sign - Public
Works Director Hanns Mercer
8. Discussion of a Pre-Annexation Agreement with Lindsay Tope for Water Services at 4526 Coffeen
Avenue - Utilities Director Dan Roberts
9. Discussion of Contract with Sheridan County for Impact 307 - City Attorney Brendon Kerns
10. Budget Questions - City Administrator Stuart McRae



CITY OF SHERIDAN, WYOMING

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

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

Clerk

MEMORANDUM

Project Name: Discussion of the Transfer of Location and Ownership of Retail Liquor License #7 to Penalty Box, LLC - City Clerk Cecilia Good
From: Cecilia Good, City Clerk
To: Mayor and Council
CC: City Administrator Stuart McRae
Date: 06/12/2023

Discussion:

See the attached application for the transfer of Retail Liquor License #7 (Currently Beaver Creek Saloon) to Penalty Box LLC at 412 Whitney Lane.

Attachments

Penalty Box LLC - Transfer of Retail Liquor License 7

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

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

To be completed by City/County Clerk

License Fees	Annual Fee: \$	Local License #: <u>7</u>
	Prorated Fee: \$	Date filed with clerk: <u>5 / 31 / 2023</u>
	Transfer Fee: \$ <u>100</u> -	Advertising Dates: (2 Weeks) <u>6/7/2023</u> & <u>6/14/2023</u>
	Publishing Fee: \$ <u>90</u> -	Hearing Date: <u>6 / 19 / 2023</u>

Publishing Fee Direct Billed to Applicant: ☐

License Term: 6 / 20 / 2023 Through 12 / 31 / 2023
Month Day Year Month Day Year

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

Applicant: PENALTY BOX LLC

Trade/Business Name (dba): PENALTY BOX

Building to be licensed/Building Address: 412 WHITNEY LANE
Number & Street

SHERIDAN WY 82801 SHERIDAN
City State Zip County

Local Mailing Address: PO BOX 726
Number & Street or P.O. Box

SHERIDAN WY 82801
City State Zip

Local Business Telephone Number: (303) 419 0782 Fax Number: ()

Business E-Mail Address: hannah@jcdodgeconstruction.com

FILING FOR

- ☐ NEW LICENSE
- ☒ TRANSFER OF LOCATION

FILING IN (CHOOSE ONLY ONE)

- ☒ CITY OF: SHERIDAN
- ☐ COUNTY OF: _____

FILING AS (CHOOSE ONLY ONE)

- ☐ INDIVIDUAL
- ☐ PARTNERSHIP
- ☐ LP/LLP
- ☒ LLC
- ☐ CORPORATION
- ☐ LTD PARTNERSHIP
- ☐ ORGANIZATION
- ☐ OTHER _____

☒ TRANSFER OWNERSHIP

☐ ASSIGNMENT LETTER ATTACHED

FORMERLY HELD BY: _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE

- ☐ ON-PREMISE ONLY (BAR)
- ☐ OFF-PREMISE ONLY (PACKAGE STORE)
- ☒ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

- ☐ RESTAURANT LIQUOR LICENSE
- ☐ RESORT LIQUOR LICENSE
- ☐ BAR AND GRILL

LIMITED RETAIL (CLUB)

- ☐ VETERANS CLUB
- ☐ FRATERNAL CLUB
- ☐ GOLF CLUB
- ☐ SOCIAL CLUB

- ☐ MICROBREWERY
- ☐ WINERY
- ☐ DISTILLERY SATELLITE
- ☐ WINERY SATELLITE
- ☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS

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

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

☒ FULL TIME (e.g. Jan through Dec)	(specify months of operation)	from <u>Jan</u> to <u>Dec</u>
☐ SEASONAL/PART-TIME	DAYS OF WEEK (e.g. Mon through Sat)	from <u>MON</u> to <u>SUN</u>
☐ NON-OPERATIONAL/PARKED	HOURS OF OPERATION (e.g. 10a - 2a)	from <u>10 AM</u> to <u>12 AM</u>



CITY OF SHERIDAN, WYOMING

55 Grinnell Street
Sheridan Wyoming 82801
(307) 675-4211

RETAIL LIQUOR LICENSE OPERATION PLAN

Name as it appears on license:	Penalty Box LLC
Common Name (doing business as):	Penalty Box Bar
Street Address:	412 Whitney Lane, Sheridan, WY 82801
Phone #:	303-419-0782

Hours of Operation

Our planned hours of operation are:

Monday:	11:00 am – midnight
Tuesday:	11:00 am – midnight
Wednesday:	11:00 am – midnight
Thursday:	11:00 am – midnight
Friday:	11:00 am – midnight
Saturday:	11:00 am – midnight
Sunday:	11:00 am – midnight

Last call will be _30_ minutes before closing and last service will be _15_ minutes before closing.

Use of License

Please describe the characteristics of your operations:

The Penalty Box is the full service bar located in the Ice Haus.

Will you be catering? Yes

- If yes, name of catering company: _Penalty Box LLC



CITY OF SHERIDAN, WYOMING

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- Provide your dispensing building design referencing alcohol service and storage locations, including outside consumption areas*

Nature of Business:

- Bar
- Package Liquor
- Restaurant

Regular Events:

- Happy Hour
- Live Entertainment

Special Events:

Other:

(All outside events require a Catering Permit)

Security/ Crowd Control/ Capacity Limits

The official occupancy limit for our business is:

Maximum occupancy load for the entire public space is 300.

In order to comply with our occupancy limits we shall:

A dedicated Host will be responsible for ensuring capacity limits are maintained. Should capacity reach a critical level, the Host will work with the bar tender and Ice Haus General Manager to mitigate overcrowding efficiently and politely.

We shall maintain peace and order in and around our business by (but not limited to):

- Requiring TIPS Training
- Reporting altercations or potential altercations to the Sheridan Police Department
- Follow all guidelines established by Chapter Four of Sheridan Municipal Code

Rules of the establishment shall be enforced by:

Every employee and tenant of the Ice Haus will be trained and knowledgeable about all Ice Haus rules and regulations. If an employee or guest of the Ice Haus is not compliant with our policies, the General Manager and/or member of the Ice Haus Management Team will address the situation and be responsible for making sure there is no lack of clarity when it comes to our policies.



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Alcohol Management

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

Penalty Box LLC will only hire those 21 and older. Tenants will be able to hire those under 21 as they see fit. Every contractor, lessor, or employee in the eatery space will be required to acknowledge all our rules and regulations including our policy limiting patrons and staff under 21 from entering the bar area.

I acknowledge that the Sheridan Police Department is an agent of the licensing authority and shall have the ability to inspect the licensed premises. Violations of City Code are subject to Section 4-13, resulting in action from Administrative Fees up to license revocation.

A handwritten signature in black ink, appearing to read "Chris Medved", written over a horizontal line.

Signature of License Holder

A handwritten date "10-1-23" in black ink, written over a horizontal line.

Date

A handwritten name "Chris Medved" in black ink, written over a horizontal line.

Printed Name

*Outside consumption areas located on public right-of-way require a Sidewalk Use Agreement obtainable from the City Clerk's Office. Any substantial improvements on public right-of-way require a lease agreement.



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Clerk

MEMORANDUM

Project Name: Discussion of Resolution #27-23 Establishing Criteria for the Advertisement and Award of Bar and Grill Licenses - City Clerk Cecilia Good

From: Cecilia Good, City Clerk

To: Mayor and Council

CC: City Administrator Stuart McRae

Date: 06/12/2023

Background:

The Alcohol Committee, established by the Governing Body, began deliberating on how to move forward with available Bar & Grill Liquor Licenses in March of 2023. The committee was tasked with recommending an award process for the six available liquor licenses, four of which will be available on July 1, 2023.

Discussion:

The Alcohol Committee drafted the attached Resolution addressing the criteria for the award of the six available Bar and Grill Liquor Licenses. Two are available immediately on a first come, first serve basis. At this time, no applications have been submitted for the two available licenses. After July 1st, the criteria outlined in Resolution 27-23 will apply to all six available licenses.

As presented in the attached Resolution, the committee identified five criteria that all members of the Governing Body will evaluate applications on. Additionally, the Resolution outlines a scale on which to grade each criterion. Once the evaluations have been completed, the average score will be calculated to rank each application received. Each of the six available Bar and Grill licenses will be graded on this scale, even if the City does not receive more than six applicants.

Attachments

Resolution 27-23 Establishing Criteria for Available Bar & Grill Liquor Licenses

**CITY OF SHERIDAN
RESOLUTION 27-23**

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

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

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

BE IT RESOLVED BY THE CITY OF SHERIDAN GOVERNING BODY:

1. The City Clerk shall publish a notice that the City has Bar and Grill licenses available upon passage of Resolution 27-23. 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. Applications shall include all information required by Title 12 of Wyoming Statute, Chapter 4-14, and supporting information that addresses the criteria listed in paragraph 3 below.
3. All applications will be reviewed and rated on a scale of 1-5 by each member of the City Governing Body on each category below:
 - a. **Staffing:** Projected number of employees and position titles;
 - b. **Location and Improvements:** The area saturation of liquor licenses and the planned improvements to the location;
 - c. **Business Plan:** Estimated revenue generation, experience in the industry, marketing plan, recruitment strategy, and other applicant-provided materials;
 - d. **Entertainment:** The type of entertainment and the planned percentage of food and entertainment to make up the 60% sales requirement to offset alcohol sales (60% minimum food/entertainment sales and no greater than 40% alcohol sales);
 - e. **Timeline to Open to the Public:** Construction plans if new or renovating - the business must be open within one year of the license award.
4. Categories will be rated on the following scale:
 - 1 – Doesn't Meet
 - 2 – Deficient
 - 3 – Adequate
 - 4 – Exceeds
 - 5 – Superior
5. All available Bar and Grill liquor licenses as of July 1st will be subject to the conditions outlined in this Resolution.

PASSED, APPROVED AND ADOPTED THIS 19TH DAY OF JUNE, 2023.

CITY OF SHERIDAN:

Richard Bridger, Mayor

ATTEST:

Cecilia Good, City Clerk



CITY OF SHERIDAN, WYOMING

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Attorney

MEMORANDUM

Project Name: Discussion of Purchase and Procurement Policy - City Attorney Brendon Kerns
From: Brendon Kerns, City Attorney
To: Mayor and Council
CC: City Administrator Stuart McRae
Date: 06/12/2023

Attachments

Draft Policy and Procedures
Purchase and Procurement Policy
Purchase and Procurement Memo

City Administrator - Purchasing and Procurement Rules and Procedures

Charter Ordinance 2202 authorized the City Administrator to “issue administrative regulations and outline general administrative procedures applicable to all areas and departments”. See Charter Ordinance Article 2(d). The City Administrator may adopt and amend, in their discretion, all of the procedures that follow without prior notice to or approval of the City Governing Body.

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1. ORIGINAL CONTRACT DOCUMENTS AND MAINTENANCE AGREEMENTS

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

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

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

2. VEHICLE AND EQUIPMENT REGISTRATION AND/OR INSURANCE

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

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

3. ASSET ADDITION OR DELETION

3.1. Any assets purchased with a value over \$5,000, or have been identified as small, attractive and pilferable, must be reported to the Treasurer's office on a New Asset Form (Form FA-1).

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

4. ELECTRONIC REQUISITION (eReq)

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

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

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

4.3. Exceptions

- Payments required for payroll
- Utility payments

5. PETTY CASH

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

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

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

6. EMPLOYEE REIMBURSEMENTS

6.1. Requirements

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

6.2. Reimbursement Request

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

7. MICRO-PURCHASE

7.1 Procurement by micro-purchase is the acquisition of supplies or services in which the aggregate dollar amount does not exceed \$10,000. To the extent practicable, the City must distribute micro-purchases equitably among qualified suppliers. Micro purchases may be awarded without soliciting competitive quotes if the Department Supervisor considers the price to be reasonable.

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

8. SMALL PURCHASE

8.1. Small purchase

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

- Small purchases greater than \$10,000 but not exceeding \$35,000 require three (3) verbal quotes and approval by the Department Supervisor and Department Head.
- Small purchases greater than \$10,000 but not exceeding \$75,000 require three (3) written quotes and approval by the Department Supervisor, Department Head and Chief Procurement Officer. In addition, any written contract with the chosen vendor shall be signed by the Chief Procurement Officer.
- The purchase limit for small purchases applies to each purchase, regardless of funding.

9. BID SPECIFICATIONS

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

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

- Placing unreasonable requirements on firms in order for them to qualify to do business
- Requiring unnecessary experience and excessive bonding
- Non-competitive pricing practices between firms or between affiliated companies
- Non-competitive contacts to consultants that are on retainer contracts
- Organizational conflicts of interest
- Specifying only a brand name product instead allowing equal products to be offered. If the use of brand names is used it should be limited to expressing a minimum acceptable specification, in which case “or equivalent” shall follow the name brand, or when procurement of a particular brand name can be otherwise justified.
- Any arbitrary action in the procurement process

9.3 Standard Bid Package

- The standard bid package can be accessed through the City’s website or from the appropriate department.
- The standard bid package includes the following forms or documents:
 - Advertisement and Invitation to Bid
 - Instructions to Bidder
 - Bid Form/Contract
 - Specifications
 - General Instructions

- Bid Bond
- Performance Bond
- Notice of Award

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

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

9.3. Advertising

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

9.4. Request for Proposals/Qualifications

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

9.4. Selection Committee

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

9.5. Evaluation Factors

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

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

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

9.6. Selection by Scoring and Ranking

- To determine the final selection, the committee ranks the consultants or vendors being considered. This process involves prioritizing each factor and developing an overall score. If it becomes apparent that a particular consultant or vendor is not qualified, the committee may eliminate the consultant or vendor from further consideration. The following items should be considered to determine if a consultant or vendor is minimally qualified:
 - The consultant or vendor shall have an exemplary ethical and professional reputation.
 - Individuals the consultant or vendor employs shall possess the levels of education, training and experience necessary to perform the required services satisfactorily.
 - If the consultant will be engaged to perform engineering, surveying, or architectural services for the City of Sheridan, the employee overseeing the work shall be licensed by the Wyoming Board of Registration for Professional Engineers and Professional Land Surveyors or the Wyoming State Board of Architects and Landscape Architects.
 - The consultant or vendor shall be established in the area of expertise and have recent experience in the area for which the company is being considered.
- For architectural or engineering related projects, the selection must be qualification-based. Therefore, the City shall not solicit fee proposals before the consultant selection. Within the RFQ process, fee proposals may be requested in

separate sealed envelopes, and only the selected firm's fee proposal will be opened after the selection is complete.

- For leases or projects that are not architectural or engineering related, fee proposals can be considered a part of the selection criteria.
- The City may interview, via phone, the top three (3) consultants or vendors. H.

Negotiations

- Negotiations may begin with the top-ranked vendor. At this time, final scope and cost will be discussed. The cost may be determined by the following:
 - Salary cost times a multiplier plus direct non-salary costs
 - Cost plus a fixed fee
 - Lump sum
 - Unit of work payment
 - Hourly rate with maximum fee
 - Or any other reasonable method of calculation
- If this is an architectural or engineering contract, please review the American Society of Civil Engineers (ASCE) Manual No# 45.
- If the contract cannot be successfully negotiated with the top-ranked vendor, negotiations should be terminated and the City should begin discussion with the next ranked vendor until a contract is negotiated. Staff shall only negotiate with one vendor at a time.

9.7. Awarding the Proposal

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

10. RECEIVING OF SUPPLIES AND EQUIPMENT

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

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

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

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

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

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

11. PURCHASING CARD

11.1 General Instructions

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

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

11.2. Cardholder Eligibility

- In order to receive a purchasing card, a cardholder must:
 - Be a current full time or regular part time City of Sheridan employee
 - Receive the approval of their Department Head and the Treasurer
 - Attend a training session before receiving their purchasing card
 - Sign a Cardholder Agreement (CCA-1)

11.3. Limitations and Restrictions

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

11.4. Unauthorized Purchases

- The following is a list of unauthorized purchasing card purchases:
 - Alcohol or tobacco products
 - Entertainment related expenses
 - Prescription and non-prescription drugs
 - Weapons and ammunition (except for Police personnel)
 - Cash advances
 - Items for personal use
 - Any transaction which exceeds the limits set on the cards
 - Fuel for personal vehicles
 - Purchases or travel outside of the United States unless authorized by the Chief Procurement Officer

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

11.5. Lost or Stolen Cards

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

Adopted this ____ day of _____, 2023.

Stuart McRae, City Administrator



Purchasing and Procurement Policy

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Purchasing and Procurement Policy

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

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

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

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

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

Charter Ordinance 2202 assigns the duties and responsibilities for the purchase and procurement of good, services, and materials as follows:

Article 3(c) states “The City Administrator shall be the purchasing agent for the City subject to the requirements of statutes, ordinances, and rules and regulations now or promulgated by the Governing Body, and shall purchase materials and authorize expenditures of funds on behalf of the City.”

Article 2(d) states: “The City Administrator shall... supervise the administrative functions of all departments of the City; issue administrative regulations and outline general administrative procedures applicable to all areas and departments.”

In the following policy, an assignment to the City Administrator to establish guidelines and procedures is intended to designate such matter as a general administrative procedure. Any of the identified general administrative procedures may be amended, altered, or changed at the discretion of the City Administrator without the Governing Body’s approval.

1. PURPOSE

- 1.1. Purchasing objectives serve as a set of guidelines to be used by the Administration, City personnel and the Purchasing Agent in achieving responsible and intelligent decisions when purchasing and procuring services, supplies, and equipment.
- 1.2. The objectives of this Policy are as follows:
 - Assure responsible and accountable procurement of commodities, contractual services, equipment, and capital outlay items.
 - Assist management at all levels in reaching responsible, cost-effective decisions in the purchasing of quality supplies and services for City use.
 - Formulate policies which maximize the efficiency of the City's purchasing process.
 - Promote goodwill and clear communication in City/vendor relations relative to purchasing.
 - Promote equal-opportunity policies through professional relations with vendors.
 - Ensure compliance with Federal requirements for Federally funded purchases.
 - Ensure compliance with State requirements for State funded purchases.

2. DEFINITIONS

- a. "Architectural and/or Engineering Services" means professional services of an architectural or engineering nature, as defined by state law, if applicable, that are required to be performed or approved by a person licensed, registered, or certified to provide the services described as follows:
 - professional services of an architectural or engineering nature performed by contract that are associated with research, planning, development, design, construction, alteration, or repair of real property; and
 - other professional services of an architectural or engineering nature, or incidental services, which members of the architectural and engineering professions (and individuals in their employ) may logically or justifiably perform, including studies, investigations, surveying and mapping, tests, evaluations, consultations, comprehensive planning, program management, conceptual designs, plans and specifications, value engineering, construction phase services, soils engineering, drawing reviews, preparation of operating and maintenance manuals, and other related services.
- b. "Bid" means the offer made by a contractor or vendor in response to an advertisement for bid pursuant to Wyoming State Statute.
- c. "Purchasing Agent" means the City Administrator or designee.
- d. "Consultant" means engineering firms, architectural firms, surveying firms, and other firms or individuals engaged in providing consulting or other professional services.
- e. "Contractor," means any person who is a party to a contract with a public entity to construct, renovate or perform major maintenance of any highway, public building, public work or public improvement, structure or system. W.S. § 16-6-701(a)(ii).
- f. "Department Head" means the person designated as the administrative official who oversees a department in accordance with Ordinance 2-10.
- g. "Department Supervisor" means a supervisory position who reports to the Department

Head.

- h. “Electronic Requisition” hereinafter referred to as an ‘eReq’, is the official document that records information regarding the purchase and obligates the funds in the budget.
- i. “Resident,” means a natural person, association or business entity authorized to be formed under Wyoming Statute Title 17, or the laws of another state which are the functional equivalent, and that is certified as a resident by the Department of Workforce Services following receipt of an affidavit executed and sworn to by a chief executive officer of the entity setting forth information required by the department to determine compliance with this act and prior to bidding upon the contract or responding to a request for proposal. W.S. § 16-6-101(a)(i)
- j. “Maintenance” means any repair which does not constitute “Major Maintenance.”
- k. “Major Maintenance” means the repair or replacement of complete or major portions of building and facility systems at irregular intervals which is required to continue the use of the building or facility at its original capacity for its original intended use and is typically accomplished by contractors due to the personnel demand to accomplish the work in a timely manner, the level of sophistication of the work or the need for warranted work. W.S. § 16-1-101(a)(v).
- l. “New Vehicle” means any motor vehicle that has had no previous owner and is still covered by the manufacturer’s warranty.
 - Automobile means a 4-wheeled vehicle that is propelled by fuel, or by alternative fuel, manufactured primarily for use on public streets, roads and highways and rated less than 10,000 pounds gross vehicle weight. 49 USC 32901(a)(3).
 - Truck is defined as a motor vehicle designed, used or maintained for the transportation of property, including pickup trucks but excluding multipurpose vehicles and cars.
- m. “Project Manager” means the assigned Department Head or his/her designee responsible to oversee specified projects and tasks.
- n. “Public Improvement” means an improvement made within any City for which general bonded obligation may be incurred. W.S. § 15-1-101(a)(xi)
- o. “Procurement” means buying, purchasing, renting, leasing or otherwise acquiring any supplies or services. W.S. § 9-2-1016(a)(i)
- p. “Sealed Bid” means a bid which is not revealed or evaluated until the date of public opening, per W.S. § 15-1-113.
- q. “Services” means the furnishing of labor, time or effort by a contractor to an agency. The term does not include employment agreements. W.S. § 9-2-1016(a)(ii)
- r. “Supplies” means all property, including but not limited to, furniture, fixtures, stationery, printing, paper, fuel and equipment of every kind required for use in the offices, service and functions performed by agencies, and for repairing, heating and lighting the buildings; and insurance and bonds from licensed Wyoming agents as required. W.S. § 9-2-1016(a)(iii)

3. TAX EXEMPT STATUS

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

4. USE OF MUNICIPALITY NAME

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

5. COOPERATIVE PURCHASING

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

6. PURCHASES FROM EMPLOYEES OF THE CITY

- 6.1. The Purchasing Agent must authorize all purchases of supplies and services from current employees or their business interests. This authorization must be in writing, signed by the designated City official and placed in the individual's personnel file. All such purchases shall comply with the City of Sheridan Employee Handbook and this Policy.

7. EMPLOYEE REIMBURSEMENTS

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

8. PETTY CASH

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

9. TYPES OF PROCUREMENT

9.1. General Information

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

- are exempt from this policy.
- g. Assets purchased with a value of over \$5,000 or assets which are sold, traded or scrapped shall be reported to the Treasurer's office in accordance with the procedure established by the City Administrator.
 - h. The following types of procurements or award of funds to another party shall be approved by the Governing Body:
 - 1. Contract for services which exceed \$75,000;
 - 2. Memorandum of Understandings with governmental entities or non-profits unless otherwise provided by City ordinance, statute, or Federal law;
 - 3. One Cent (GPET) awards

9.2. Micro-purchase

- a. Procurement by micro-purchase is the acquisition of supplies or services in which the aggregate dollar amount does not exceed \$10,000. The management and procedures of the funds shall be in accordance with procedures established by the City Administrator. The micro-purchase limit is applied as follows:
 - i. With federal funds, the purchase limit is for the life of the grant.
 - ii. With all other funds, the purchase limit is the fiscal year.

9.3. Small purchase

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

9.4. Sealed Bids

9.4.1 Requirements

- i. Sealed bids are required for any type of public improvement if the estimated cost exceeds \$75,000, except for professional services, emergency work or maintenance; see W.S. § 15-1-113.
- ii. Sealed bids are required for the purchase or lease of a new automobile or truck regardless of cost; see W.S. § 15-1-113.
- iii. Additionally, sealed bids are required for all purchases of supplies, equipment or vehicles if the estimated cost exceeds \$75,000, unless otherwise excluded per this policy.
- iv. All bids shall meet the requirements of W.S. § 15-1-113 and W.S. § 16-6-101 through W.S. § 16-6-118.

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

9.4.3. Standard Bid Package

- i. The standard bid package shall be developed by the City Administrator.
- ii. For non-federally funded public work projects, the 5% Wyoming bidder preference

clauses; see W.S. § 16-6-102, W.S. § 16-6-104, W.S. § 16-6-105, W.S. § 16-6-106 and W.S. § 16-6-107. For federally funded projects, the suspension and debarment statement.

- iii. Any restriction in the specifications that could be considered restrictive of competition is prohibited. They include, but are not limited to:
 - Placing unreasonable requirements on firms to prevent them from qualifying.
 - Requiring unnecessary experience and excessive bonding
 - Non-competitive pricing practices between firms or between affiliated companies
- iv. The City Administrator may approve bid packages which vary from standard if necessary to meet the purpose of this Policy. Provided, nothing herein shall prevent the City Administrator from establishing the standard language, forms and requirements necessary to ensure compliance with this Policy, Wyoming Statute and City Ordinance.

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

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

9.4.5. Awarding the Bid/Notice of Award

- i. The Project Manager or Department Head will review the bids and put together a bid tabulation of all bidders and submitted bids.
- ii. Prior to awarding, the City Attorney shall review all contracts.
- iii. A public works contract shall be awarded to the responsible certified resident making the lowest bid if the certified resident's bid is not more than five percent (5%) higher than that of the lowest responsible non-resident bidder; see W.S. § 16-6-102.
- iii. The Project Manager or Department Head shall issue an award letter of

- recognition which shall be presented to the Governing Body for approval.
- iv. The Governing Body shall award the bid at a scheduled Council meeting.
 - v. The contract shall be executed by the Mayor and attested by the Clerk, or his/her designee and copies must be given to the City Clerk, the Treasurer, the consultant or vendor and the Department Head, if applicable.
 - vi. The Project Manager or Department Head shall issue the Notice of Award to the successful bidder.
 - vi. The successful bidder shall furnish the performance guarantee within 30 days.

9.4.6. Advertisement for Final Payment

- i. Before the City is to make the final payment on any contract for which a bond or other financial guarantee is required, the City shall publish once a week for three (3) consecutive weeks and also post in three (3) conspicuous places at the place of work, forty (40) days before the final payment, a notice that the contractor is entitled to final settlement and that the City will pay to the contractor the full amount due under the contract; see W.S. § 16-6-116.
- ii. No final payments shall be made to a contractor without a sworn statement from the contractor setting forth that all claims for material and labor performed under the contract have been paid and are paid for the entire period of time for which the final payment is to be made. If any claim for material and labor is disputed, the sworn statement shall so state and the amount claimed to be due the laborer shall be deducted from the final payment and retained by the City until the determination of the dispute, either by judicial action or consent of the parties, and then paid by the City to the persons found entitled thereto; see W.S. § 16-6-117.

9.5. Competitive Proposals (RFP or RFQ)

9.5.1. Requirement

- i. Request for proposals/qualifications are required for professional services for construction manager agents, construction manager-at-risk or design-builder if the estimated cost exceeds \$75,000; see W.S. § 15-1-113.
- ii. Request for proposals/qualifications are required for all other services, including maintenance, if the estimated cost exceeds \$75,000.
- iii. Additionally, requests for proposals/qualifications are required for all leases of equipment if the estimated cost exceeds \$75,000.
- iv. If the project or procurement is receiving funding from an outside funding agency, City staff must receive written approval from the funding agency to utilize the RFP/RFQ process.

9.5.2. Procedures

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

9.6. Non-Competitive Proposals

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

i. Single Source Requirements:

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

ii. Expressly authorized by Federal Agency or Pass-Through

iii. Inadequate Competition Requirements:

- A. Inadequate Competition procurement is when only one vendor has the expertise or specific product and the other competitors products and services cannot meet the needs of the City.
- B. Procurement without competition is authorized under limited conditions and subject to written justification documenting the conditions which preclude the use of a competitive process.
- C. A requirement for a particular proprietary item (i.e., a brand name specification) does not justify single source procurement if there is more than one potential vendor for that good or service. Price is not a consideration to justify sole source procurement. In cases of reasonable doubt, competition should be solicited. The Department Head shall determine if the price is fair and reasonable.
- D. The Department Head shall take reasonable steps to avoid using

Inadequate Competition procurement except in circumstances where it is both necessary and in the best interests of the City. The Department Head shall take action, whenever possible, to avoid the need to continue to procure the same supplies and/or services without competition.

- E. The requesting department shall submit a memo to the ~~Chief Procurement Officer~~ Purchasing Agent of source justification along with any other pertinent information regarding the Inadequate Competition procurement; i.e. vendor quote, literature, etc. and an explanation why the vendor service or good cannot be found from other vendors.
- F. The ~~Chief Procurement Officer~~ Purchasing Agent must approve all Inadequate Competition procurements unless such selection is required to be approved by the City Governing Body or otherwise allowed by this Policy.

9.6.2. Emergency purchase

- i. An emergency purchase is a purchase that is essential to the life, health or convenience of the citizens of Sheridan. Examples of such emergencies may be a breakdown of the electrical system, water supply or critical vehicles.
- ii. When an emergency condition exists that prevents the use of a competitive procurement method, the City may conduct procurement on an emergency basis. Emergency procurements may be negotiated on a single source or limited competition basis as dictated by the circumstances surrounding the emergency.
- iii. Emergency purchases are authorized if expressly allowed by Federal Agency or Pass-Through.
- iv. An Emergency purchase may be made when there is inadequate competition.

9.6.2.1 Emergency procurements **do not** include:

- A. Procurements that need to be rushed because of a failure to plan ahead
- B. End of the fiscal year procurements
- C. End of a grant/contract procurement
- D. Emergency Proclamation has been issued by the Mayor or City Governing Body in accordance with Ordinance 2-68 through 2-71

9.6.2.2 Authority to make Emergency Procurements

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

9.6.2.3 Documentation

- A. As soon as practicable, the Department Head shall prepare a written

justification, to be approved by the Purchasing Agent, that sets forth the justification for the emergency procurement. The justification shall include the following:

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

9.6.2.3 Emergency Proclamation Purchases.

- A. Purchases made in accordance with an Emergency Proclamation issued by the Mayor or City Governing Body in accordance with Ordinance 2-68 through 2-61 shall be governed by the Proclamation. Provided, no purchase may be made which would violate federal or state law. All purchases, unless otherwise directed by the Emergency Proclamation, shall be approved by the City Administrator.

10. ORIGINAL CONTRACT DOCUMENTS AND MAINTENANCE AGREEMENTS

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

11. RECEIVING OF SUPPLIES AND EQUIPMENT

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

12. METHOD OF PAYMENT

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

13. GOVERNING BODY PROCEDURES:

13.1 Changes, Alterations and Waivers

- a. By majority vote of the Governing Body, any requirement or provisions of this Policy, except for requirements set forth by Wyoming State Statute or Federal Law, may be changed, altered or waived. Any waiver of any requirement or provision for any specific purchase shall not waive the Policy requirement or provision for future purchases unless specifically stated by the Governing Body.
- b. This Policy shall be updated as is needed by the City Administrator to reflect and ensure compliance with state and federal law or City ordinance or resolution. Any update required by federal or state law shall not require the Governing Body's approval to be effective. Any other update or amendment which is recommended by the City Administrator must be approved by a majority vote of the Governing Body.

13.2 Enforceability

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

PASSED, APPROVED and ADOPTED this _____ day of _____, 2023.

Appendix A

Types of Procurement

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

Attachment A
RESOLUTION 29 -11

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

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

and

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

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

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

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

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

CITY OF SHERIDAN



John Bigelow, Council President





Scott Badley, City Clerk

Attachment B

CITY OF SHERIDAN

Resolution 23-17

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

WITNESSETH

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

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

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

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

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

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

City of Sheridan



Roger Miller, Mayor





Jim Harmon
Finance and Administrative Services Director

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: June 12, 2023
To: Mayor and Council
RE: Purchase and Procurement Policy

Mayor and Council,

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

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

In your packet are two separate documents. The first is the newly proposed purchase and procurement policy. Please note that within the documents there are highlighted sections. These sections are being deemed as general procedures and the contents will be established by the City Administrator. The second is a draft of what the City Administrator would adopt as a general policy and procedure.

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

TARVER, KERNS & BUNTING, LLP



Brendon E. Kerns



CITY OF SHERIDAN, WYOMING

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

Utilities

MEMORANDUM

Project Name: Discussion of Resolution 28-22 Establishing Sewer Rates and Fees - Utilities Director Dan Roberts
From: Dan Roberts, Utilities Director
To: Mayor and Council
CC: City Administrator Stuart McCrae
Date: 06/12/2023

Recommendation:

Staff recommends that the Mayor and City Council approve Resolution 28-23, establishing utility rates for sewer service and fees as defined and authorized by Sections 28-1, 4.6, and 43 of the Sheridan City Code. This Resolution supersedes the previous Resolution 24-22 and amends the Master Fee Schedule establishing the same.

Background:

In June 2022, the City Council approved Resolution 24-22 establishing a 5-year sewer utility rate plan for the City of Sheridan. The current adopted 5-year rate schedule is as follows:

5-Year Sewer Utility Rate Schedule (annual increase)

July 1, 2022	July 1, 2023	July 1, 2024	July 1, 2025	July 1, 2026
0%	2.75%	2.75%	2.75%	2.75%

City Ordinance requires the Utilities Director to review and confirm utility rates with City Council on an annual basis during the City's annual budgeting process. Upon review of the Sewer Fund's finances and the needed revenue requirements to meet future expenses, it was recommended that the annual rate increase of 2.75% currently authorized to occur in fiscal years 2023 thru 2026, be increased ever so slightly to 2.95% annually.

This proposed amendment is reflected in resolution 28-23 as follows:

5-Year Sewer Utility Rate Schedule (annual increase)

July 1, 2022	July 1, 2023	July 1, 2024	July 1, 2025	July 1, 2026
0%	2.95%	2.95%	2.95%	2.95%

The prior resolution, Resolution 24-22 would have resulted in a sewer rate increase of approximately \$.59 on the average monthly sewer bill starting July 1, 2023. The newly proposed increase of 2.95% would result in an overall increase of approximately \$.63 per monthly bill starting on July 1, 2023.

Attachments

Resolution 28-23

CITY OF SHERIDAN
RESOLUTION 28-23

UTILITY RATES FOR SEWER SERVICE

A Resolution establishing and directing the levy, charge and collection of connection charges, plant investment fees, and utility rates for sewer service as defined and authorized by Sections 28-1, 4.6, and 43 of the Sheridan City Code. This Resolution supersedes Resolution 14-20, 19-21, 24-22 and amends the Master Fee Schedule when in conflict.

WHEREAS, Resolution 24-22 established the City of Sheridan’s connection charges, plant investment fees and utility rates for City sewer service; and

WHEREAS, Resolution 28-23 shall supersede Resolution 24-22 and establish the City of Sheridan’s connection charges, plant investment fees, and utility rates for sewer service; and

WHEREAS, The City Council desires to approve a 5-year rate plan to be reviewed annually by the Utilities Director and confirmed with City Council during the City’s annual budgeting process; and

WHEREAS, the sewer utility rates will automatically adjust in accordance with the approved 5-year rate plan, unless otherwise amended through resolution, to be effective July 1st of each corresponding year.

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

Sewer utility fees and charges in Section 1 will remain as represented until changed through resolution.

Unless otherwise amended by resolution, sewer utility rates, fees and charges in Section 2 will be increased annually based on percentages approved as follows and effective on the dates shown:

July 1, 2022	July 1, 2023	July 1, 2024	July 1, 2025	July 1, 2026
0%	2.95%	2.95%	2.95%	2.95%

Section 1.

Plant Investment Fee for Connection to the Municipal Sewer System

All persons hereinafter applying for permission to connect to the municipal sewer system or to increase the size or number of connections thereto, shall first pay to the City a sewer plant investment fee for each premises to be served, based upon the size and number of water meters installed, to be installed or which would be required upon the premises to be served, in accordance with the amount(s) set forth in the following schedule:

Water Meter Size	Customer Class	AWWA M22 Max Flow Rates (gpm)	3/4" equivalency ratio	Sewer Plant Investment Fee	
				Inside City	Outside City
3/4"	Small Commercial	30	0.41	\$1,020	\$2,040
3/4"	Small Multi-Family	30	0.66	\$1,650	\$3,300
3/4"	Single-Family Residential & All Other	30	1.00	\$2,500	\$5,000
1"	All	50	1.67	\$4,180	\$8,360
1 1/2"	All	100	3.33	\$8,320	\$16,640
2"	All	160	5.33	\$13,320	\$26,640
3"	All	350	11.67	\$29,180	\$58,360
4"	All	630	21.00	\$52,500	\$105,000
6"	All	1,300	43.33	\$108,320	\$216,640
8"	All	2,400	80.00	\$200,000	\$400,000
All consumer connections to the sanitary sewer mains shall be made by and at the expense of the consumer under the supervision of a licensed master plumber, upon payment of an inspection fee of \$50.00.					

Provided where the “small multi-family” customer class is defined as duplexes, mixed use developments (like commercial businesses that possess residential apartments), mobile home parks, trailer courts, motels, hotels and all other multi-family apartment units that share a single tap and service line from the City’s sewer main.

Provided where the “small commercial” customer class is defined as office buildings that are served by a single tap and service line.

Where the size or number of meters upon any premises is to be increased, the plant investment fee shall be an amount equal to the difference between the scheduled amount for the existing meter(s) and the scheduled amount for the meter(s) to be installed.

Where the premises to be served do not have municipal water service, and where water from private sources is to be discharged to the municipal sewer, the plant investment fee for sewer service shall be computed on the basis of the size or number of meters which would have been required to service the premises with municipal water.

Section 2.

The following rates are established, and shall be charged and paid on a monthly basis for all sanitary sewer service from the municipal sanitary sewer system. Rates and fees established in this section reflect the increase to be applied and effective July 1, 2023.

SEWER UTILITY RATES
Monthly Base Charges

Water Meter Size (inches)	Base Allowance (Gallons)	Monthly Base Fee	
		Inside City	Outside City
¾	1,500	\$14.62	\$29.23
1	3,000	\$22.27	\$44.58
1½	6,000	\$34.63	\$69.25
2	9,000	\$46.90	\$93.78
3	22,000	\$98.96	\$197.17
4	37,000	\$160.22	\$320.42
6	75,000	\$316.34	\$632.71
8	150,000	\$632.71	\$1265.43
Sewer usage above the base allowance will be charged the following rate, per 1,000 gallons:			
Inside City		\$2.94	
Outside City		\$5.90	

(a) The charges for private sewer discharge at the city wastewater treatment plant, as well as other various sewer fees are as follows:

Service	Fee
Septage Disposal, per 1,000 gallons	\$75
Grease Disposal, per 1,000 gallons	\$275
Disposal of septage in excess of 225 mg/l, 5-day biochemical oxygen demand (BOD) and 225 mg/l suspended solids will be assessed a surcharge based upon the following formula:	
<div><div>S</div><div>=</div><div>V_s x (Z (BOD₅ - 225) + Y (SS - 225))</div></div> <div>Where:</div> <div><div>S</div><div>=</div><div>Surcharge in dollars.</div></div> <div><div>V_s</div><div>=</div><div>Sewage volume in 1000 gallons.</div></div> <div><div>Z</div><div>=</div><div>Unit charge for BOD (Z = 0.0007273).</div></div> <div><div>BOD₅</div><div>=</div><div>Five-day biochemical strength index in milligrams per liter (mg/l) by weight.</div></div> <div><div>255</div><div>=</div><div>Allowed BOD₅ strength in mg/l by weight.</div></div> <div><div>Y</div><div>=</div><div>Unit charge for suspended solids (Y = 0.001818).</div></div> <div><div>SS</div><div>=</div><div>Suspended solids strength index in mg/l by weight.</div></div> <div><div>225</div><div>=</div><div>Allowed SS strength in mg/l by weight.</div></div>	
Portable Toilets, per 100 gallons	\$5

Septage Tank Waste, per 1,000 gallons	\$75
Vet Clinics	\$200
Restaurant Waste Grease, per gallon	\$275
Sump Waste, per day, per facility	\$80

- (b) The customer's monthly sewage contribution for residential and multi-unit customers is to be based upon the customer's water usage during four billing periods (December - March) and redetermined annually on or about April 1st.
- (c) Sewer service charges for other than residential and multi-unit customers are to be based upon the indicated water usage plus any water contributed from private wells. In the event that any customer can show (by meter) that a portion of the metered water does not enter the sanitary sewer system, the customer(s) are to be charged for only that volume entering the sanitary sewers. The customer may be required to install a meter in their system to record the difference between sewage and non-sewage flows.
- (d) A statement for charges for sewer service shall be dated and sent out to users at regular intervals. Such statements shall be added to and made a part of the city water bill or by separate billing if water service is from other than the city. Provisions of this code relative to the payment of delinquent water bills shall also apply to delinquent sewer bills in all aspects, including the discontinuance of water service for nonpayment of sewer charges. Any payment received for combined water and sewer bills which are for less than the sum of the water and sewer bills shall be first applied to the sewer charge, and any remainder to the water charge.

For customers not receiving city water service, these same provisions shall apply, except that instead of discontinuance of water, a one-dollar (\$1.00) late charge shall be added to the next bill to cover additional accounting costs. If a sewer charge is not paid in nine months a lien shall be filed on the property for the balance then due, plus filing fees. If the lien is not paid in fifteen months, the service line shall be disconnected from the city's main and plugged. Service shall not be restored until the account is paid in full plus the actual cost of disconnecting the service line. Reconnection shall be the responsibility of the owner. If such disconnection is required, the city shall notify the agency furnishing water to the premises of the action to be taken.

- (e) Owners or agents in charge of business blocks or other buildings occupied by more than one tenant using water through a single meter and discharging sewage through the same sewer service shall be required to pay one corresponding water and sewer charge for the whole of such building, unless a separate water meter is installed for each tenant to where they may assume responsibility to pay individual water and sewer charges.
- (f) These rates and charges are established so that each user class pays its proportionate share of the costs of wastewater collection and treatment services. The city Utilities Director is directed to annually review the charge structure to ensure that proportionality between user classes is maintained and to recommend modifications as appropriate. Each user shall be notified annually by the city of its user charges.

PASSED, APPROVED AND ADOPTED this 19th day of June, 2023.

CITY OF SHERIDAN, WYOMING

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

Public Works

MEMORANDUM

Project: Discussion of PL-22-16, Resolution 24-23, Adkins Valley II Minor Subdivision - Public Works
Name: Director Hanns Mercer
From: Hanns Mercer, Public Works Director
To: Mayor and Council
CC:
Date: 05/24/2023

Recommendation:

Staff recommends approval of PL-22-16, Resolution 24-23, Adkins Valley II Minor Subdivision. The applicants, Steve and Tracy Bush, are requesting to subdivide 2.71 acres from 1 tract into 4 tracts. Zoned R-1 Residence District. Located at 7 Woodland Park Rd. (PIN 55841130700125).

Background:

The applicants, Steve and Tracy Bush, are requesting to subdivide 2.71 acres from 1 Tract into 4 Tracts. R-1 Residence District. Located at 7 Woodland Park Rd. (PIN 55841130700125). The property is listed as Tract 1 of the Replat of Tracts 5-8, Adkins Valley Subdivision, zoned R-1 Residence District. Access to the properties will be from a 30' access and utility easement with a 26' wide paved surface via Woodland Park Road.

Discussion:

Prior to approving the final plat, the City Council will need to make the following findings per Sheridan City Code Appendix B §202, staff offers the following comments on the required findings:

The City shall not approve any proposed subdivision of land which, by itself, or as a part of a larger tract, is contiguous to or completely surrounded by the boundaries of the City, unless the application is accompanied by a properly-acknowledged petition for annexation to the City.

This property falls completely within the city limits, so this condition does not apply.

The City shall not approve any proposed subdivision of land which is within one mile of the corporate limits of Sheridan but not, at the time of submittal, eligible for annexation, unless the application is accompanied by a properly-acknowledged agreement not to contest future annexation proceedings.

Again, not applicable in this case, the property is within the city limits.

Every plat shall conform to the Zoning Ordinance currently adopted at the time of final plat approval.

The proposed subdivision conforms to the Zoning Ordinance.

All new subdivision developments within the Airport Influence Area within the city limits of the City of Sheridan shall grant an Avigation Easement to the Sheridan County Airport.

This proposed subdivision is outside the Airport influence area.

No subdivision shall be approved within the corporate limits of the City of Sheridan, or one mile thereof, unless City Public Works staff concludes that an adequate long-term water supply exists to support the proposed use and density of the subdivision in accordance with City adopted policy. City elected officials acting as Council representatives on other boards or committees that review development shall likewise consider long-range water supply in making any determination.

Future water and sewer will be connected to existing utilities in Woodland Park Road and will be available to all

the lots.

Staff sent out 22 nearest neighbor notifications to property owners within 300 feet as part of this application. In addition, notifications were advertised in the press. Staff has not received any inquiries.

Staff has no further comments at this time.

Attachments

Final Plat

Aerial

Resolution 24-23

ADKINS VALLEY II MINOR SUBDIVISION

A SUBDIVISION OF TRACT 1 OF REPLAT OF TRACTS 5-8, ADKINS VALLEY SUBDIVISION, LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW1/4SW4), SECTION 11, T55N, R84W, 6TH P.M., SHERIDAN COUNTY, WYOMING
TOTAL AREA: ±2.71 ACRES
NUMBER OF LOTS: 4

CERTIFICATE OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED STEVE & TRACY BUSH, BEING THE OWNER, PROPRIETOR OR PARTIES OF INTEREST IN THE LAND SHOWN ON THIS PLAT, DO HEREBY CERTIFY:
THAT THE FOREGOING PLAT DESIGNATED AS ADKINS VALLEY II MINOR SUBDIVISION, BEING A SUBDIVISION OF LOT 1 OF THE REPLAT OF TRACTS 5-8, ADKINS VALLEY SUBDIVISION, LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW1/4SW4), SECTION 11, T55N, R84W, 6TH P.M., SHERIDAN COUNTY, WYOMING BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 11; THENCE S 89°35'01" W, 1509.32 FEET TO A POINT ON THE NORTH LINE OF WOODLAND PARK ROAD RIGHT-OF-WAY; SAID POINT BEING THE POINT OF BEGINNING OF SAID TRACT; THENCE N 01°15'18" W, 366.34 FEET ALONG THE WEST LINE OF LOTS 2 & 3 OF SAID REPLAT OF TRACTS 5-8, ADKINS VALLEY SUBDIVISION; THENCE S 89°01'12" W, 95.65 FEET ALONG THE SOUTH LINE OF TRACT 9 OF ADKINS VALLEY SUBDIVISION; THENCE N 01°15'18" W, 264.28 FEET ALONG THE WEST LINE OF LOTS 9 & 10 OF ADKINS VALLEY SUBDIVISION TO THE SOUTH LINE OF THE AMENDED PLAT AND SUBDIVISION OF TRACTS 11-15, ADKINS VALLEY SUBDIVISION; THENCE S 89°03'58" W, 131.50 FEET ALONG SAID SOUTH LINE TO THE EAST LINE OF TRACT 4 OF SAID ADKINS VALLEY SUBDIVISION; THENCE S 01°17'07" E, 629.98 FEET ALONG THE EAST LINE OF SAID TRACT 4 OF ADKINS VALLEY SUBDIVISION TO THE NORTH LINE OF SAID WOODLAND PARK ROAD RIGHT-OF-WAY; THENCE N 89°14'31" E, 227.17 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING; SUBJECT TRACT CONTAINING ±2.71 ACRES

SUBJECT TO ANY PREVIOUSLY RECORDED EASEMENTS, EXCEPTIONS, RESTRICTIONS, COVENANTS, CONVEYANCES, AND THAT THIS SUBDIVISION, AS IT IS DESCRIBED AND AS IT APPEARS ON THIS PLAT, IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER(S) AND PROPRIETOR(S), AND THAT THIS IS A CORRECT PLAT OF THE AREA AS IT IS DIVIDED INTO LOTS AND

THAT THE UNDERSIGNED OWNER(S) OF THE LAND SHOWN AND DESCRIBED ON THIS PLAT DOES (DO) HEREBY DEDICATE TO THE CITY OF SHERIDAN AND ITS LICENSEES FOR PUBLIC USE FOR THE INDICATED PURPOSES, ALL EASEMENTS AND OTHER PUBLIC LANDS WITHIN THE BOUNDARY LINES OF THE PLAT, AS INDICATED, AND NOT ALREADY OTHERWISE DEDICATED FOR PUBLIC USE.

THIS _____ DAY OF _____, 2023

STEVE BUSH (OWNER)

STATE OF WYOMING }
COUNTY OF SHERIDAN }
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY _____
THIS _____ DAY OF _____, 2023.
WITNESS MY HAND AND OFFICIAL SEAL. MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

THE UNDERSIGNED MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC., HEREINAFTER MORTGAGEE, HOLDS A MORTGAGE IN AND TO THE PROPERTY EMBRACED BY THIS SUBDIVISION PLAT, WHICH MORTGAGE WAS FILED WITH THE CLERK OF SHERIDAN COUNTY AND EX-OFFICIO RECORDER OF DEEDS DOCUMENT #2022-775455. MORTGAGEE, BY SIGNATURE ON THIS PLAT, CONSENTS TO THE DEDICATIONS MADE HEREIN AND SPECIFICALLY RELEASES ALL STREETS, ALLEYS, PARKS, EASEMENTS, OPEN SPACES AND OTHER AREAS DEDICATED TO THE CITY OF SHERIDAN FOR PUBLIC USE, AS LISTED AND DESCRIBED ON THIS PLAT, FROM THE AFOREMENTIONED MORTGAGE.

(SECURITY STATE BANK)

TRACY BUSH (OWNER)

STATE OF WYOMING }
COUNTY OF SHERIDAN }
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY _____
THIS _____ DAY OF _____, 2023.
WITNESS MY HAND AND OFFICIAL SEAL. MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

STATE OF WYOMING }
COUNTY OF SHERIDAN }
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY _____ FOR _____
THIS _____ DAY OF _____, 2023.
WITNESS MY HAND AND OFFICIAL SEAL. MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

CERTIFICATE OF APPROVAL CITY PLANNING COMMISSION

REVIEWED BY THE CITY OF SHERIDAN, WYOMING PLANNING COMMISSION THIS _____ DAY OF _____, 2023.

CHAIRMAN

ATTEST: VICE CHAIRMAN

CERTIFICATE OF APPROVAL

THIS PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE REQUIREMENTS AND PROCEDURES OUTLINED IN THE SUBDIVISION REGULATIONS OF THE CITY OF SHERIDAN, AND CERTIFIED THIS _____ DAY OF _____, 2023, BY THE DIRECTOR OF PUBLIC WORKS OF SHERIDAN, WYOMING.

DIRECTOR OF PUBLIC WORKS

APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERIDAN, WYOMING THIS _____ DAY OF _____, 2023.

ATTEST: CITY CLERK

MAYOR

CERTIFICATE OF RECORDER

STATE OF WYOMING }
COUNTY OF SHERIDAN }

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE CLERK AND RECORDER AT _____ O'CLOCK _____, THIS _____ DAY OF _____, 2023 AND IS DULY RECORDED IN PLAT BOOK _____ ON PAGE _____. (OR AS PLAT NO. _____)

COUNTY CLERK

STAMP RECEIVING NUMBER

CERTIFICATE OF APPROVAL DIRECTOR OF PUBLIC WORKS

THIS PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE REQUIREMENTS AND PROCEDURES OUTLINED IN THE SUBDIVISION REGULATIONS OF THE CITY OF SHERIDAN AND CERTIFIED THIS _____ DAY OF _____, 2023.

DIRECTOR OF PUBLIC WORKS

LEGEND

- FOUND 1.5" AC-PLS 10287
- ▲ FOUND EVIDENCE AS NOTED
- ◆ FOUND 1.5" AC PLS 6812
- ⬤ SET 1.5" AC-LS 14250
- CALCULATED CORNER
- AC ALUMINUM CAP
- SUBDIVISION BOUNDARY LINE
- - - ADJOINING PROPERTY LINE
- INTERIOR TRACT LINE
- x x x FENCE LINE
- - - UTILITIES EASEMENT
- - - ACCESS EASEMENT (26' WIDE PAVED SURFACE REQUIRED)
- - - DITCH
- GRAVEL DRIVEWAY

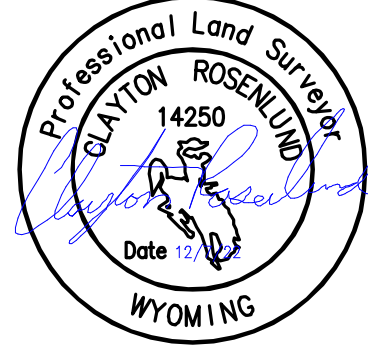
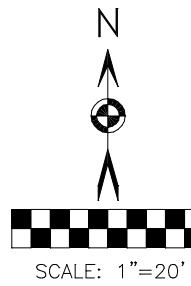
DECLARATION VACATING PREVIOUS PLATTING AND EASEMENTS

THIS PLAT IS THE SUBDIVISION OF LOT 1, REPLAT OF TRACTS 5-8, ADKINS VALLEY SUBDIVISION, SHERIDAN COUNTY, RECORDED ON BOOK _____ A PLAT NO. _____ 40; CLERK. ALL EARLIER PLATS OR PORTIONS THEREOF ENCOMPASSED BY THE BOUNDARIES OF THIS PLAT ARE HEREBY VACATED.

CERTIFICATE OF SURVEYOR

I, CLAYTON P. ROSENBLUND, A DULY REGISTERED LAND SURVEYOR IN THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THIS PLAT OF ADKINS VALLEY II MINOR SUBDIVISION TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION.

CLAYTON P. ROSENBLUND
REGISTERED LAND SURVEYOR
NO. 14250

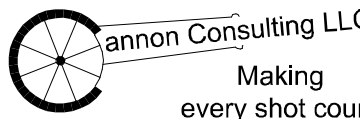


BASIS OF BEARINGS IS
US STATE PLANE, NAD 83
WYOMING EAST CENTRAL ZONE
COORDINATES AND DISTANCES
ARE GROUND (US SURVEY FEET)
PAF:1.000235

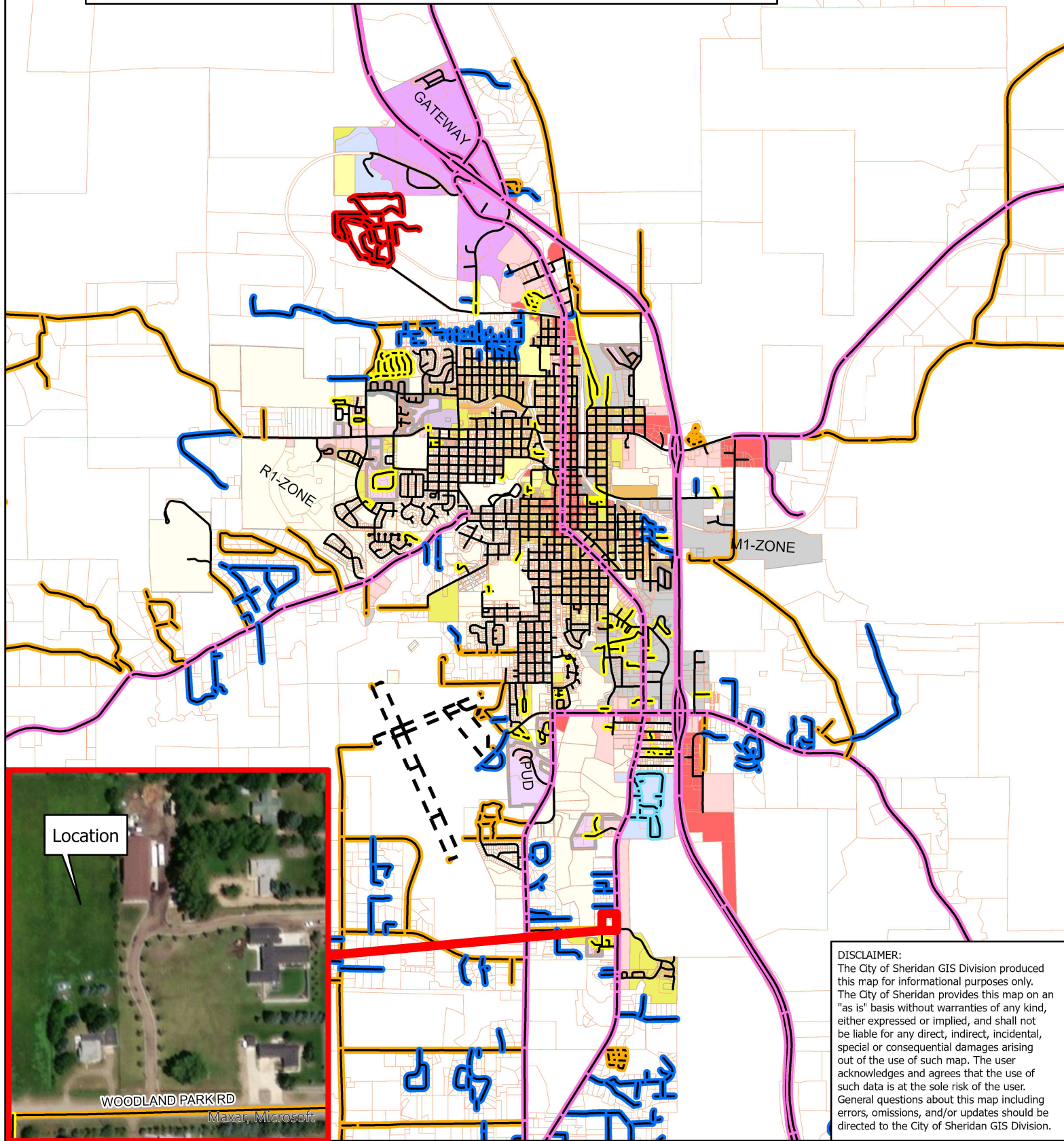
RECORD OWNER:

STEVE AND TRACY BUSH
PO BOX 82,
SHERIDAN, WY 82801

DATE PREPARED: 12/7/22



Adkins Valley II Minor Subdivision



Legend

Roads

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

Zoning City

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



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

Date: 12/14/2022 1:59 PM User: sgoodman

**CITY OF SHERIDAN
RESOLUTION 24-23**

A RESOLUTION approving PL-22-16, the minor plat of the Adkins Valley II Subdivision, dividing $\pm$ 2.71 acres from 1 tract into 4 lots. Zoned R-1 Residence District, located at 7 Woodland Park Road.

WHEREAS, the minor plat of the Adkins Valley II Subdivision has been reviewed for consistency with Appendix B (Subdivision Regulations) and other applicable City code; and

WHEREAS, all applicable requirements for a final plat, have been met and all documents meet the applicable requirements in Appendix B (Subdivision Regulations).

Be it resolved by the City Council of the City of Sheridan:

That the minor plat of the Adkins Valley II Subdivision, dividing $\pm$ 2.71 from 1 tract into 4 lots. The property is zoned R-1 Residence District, located at 7 Woodland Park Road.

In approving the Adkins Valley II Subdivision, the City Council finds the following as required by Sheridan City Code Appendix B §202:

- A. The property is already within the corporate limits of the City and requires no further action as pertains to annexation.
- B. The lots as platted conform to the requirements of the City Zoning Ordinance with the exception of the variances granted.
- C. The subdivision falls outside of the Airport Influence Area.
- D. As concluded by City Public Works staff, there is adequate long-term water supply to serve this subdivision as of the time of this resolution.

PASSED, APPROVED, AND ADOPTED this 19 day of June, 2023.

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

Public Works

MEMORANDUM

Project Name: Discussion of PL-22-45, Resolution 30-23, Vacate 5,502 sq ft of the East-West Alley Between 321 and 333 N. Main St. - City Engineer Thomas Morneau

From: Hanns Mercer, Public Works Director

To: Mayor and Council

CC:

Date: 05/25/2023

Recommendation:

Staff recommends approval of PL-22-45, Resolution 30-23. The applicant, Historic Cady/Campstool Properties, is requesting to vacate 5,502 sq ft of the east-west alley in Block 3 of the corrected plat of Grinnell Addition. Located between 321 and 333 N. Main, from N. Main St. to N. Gould St.

Discussion:

Request to vacate 5,502 square feet of the east-west alley in Block 3 of the corrected plat of the Grinnell Addition located between 321 and 333 N. Main Street, from Main Street to N. Gould Street. The vacated alley will be divided between Historic Cady LLC and Campstool Properties, LLC. West 100 feet of vacated alley will have no easement retained. East 175.01 feet of vacated alley will be subject to a general utility easement.

Dry utilities have been removed and relocated. No objection from utility companies about the vacation.

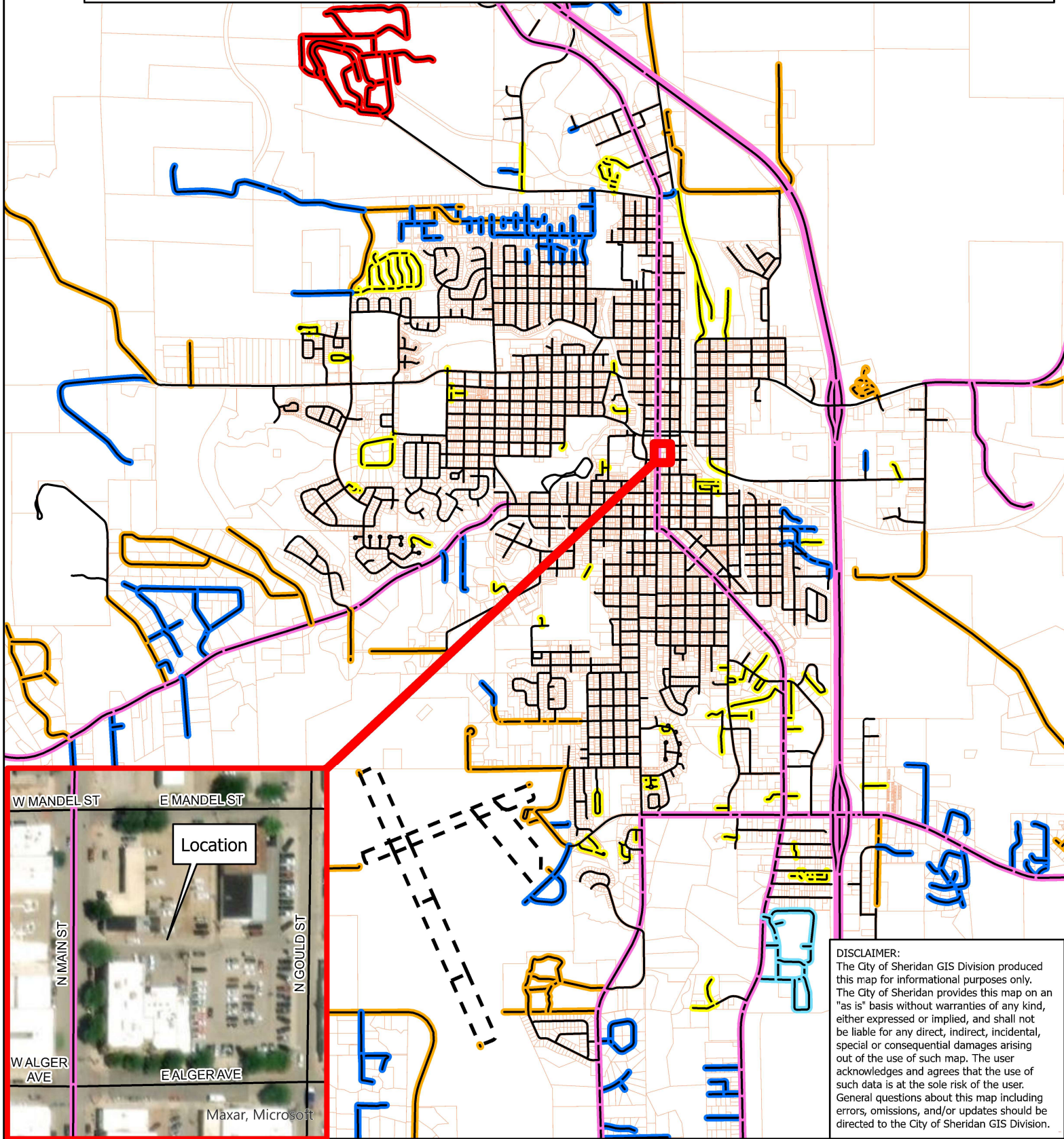
The sanitary sewer main will no longer run from Main St. into the alley. The west 100 feet of vacated alley will have no easement retained. Properties owned by Historic Cady LLC will have water and sewer services in this area. East 175.01 feet of vacated alley will be subject to a general utility easement to allow the City to maintain the sewer main in this area.

The utility services that will serve the Cady development cross lot lines and will not be placed in any easement as they are all owned by Historic Cady LLC.

Attachments

Aerial
Vacate Map
Resolution 30-23

Alley Vacation between 321 & 333 N. Main St

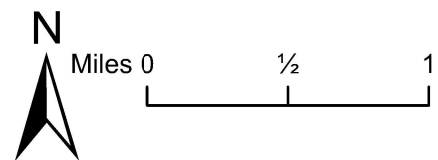


DISCLAIMER:
The City of Sheridan GIS Division produced this map for informational purposes only. The City of Sheridan provides this map on an "as is" basis without warranties of any kind, either expressed or implied, and shall not be liable for any direct, indirect, incidental, special or consequential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

Legend

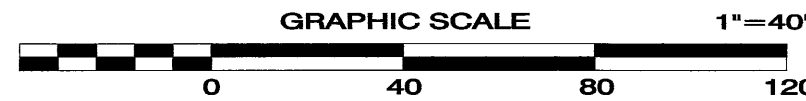
Roads

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

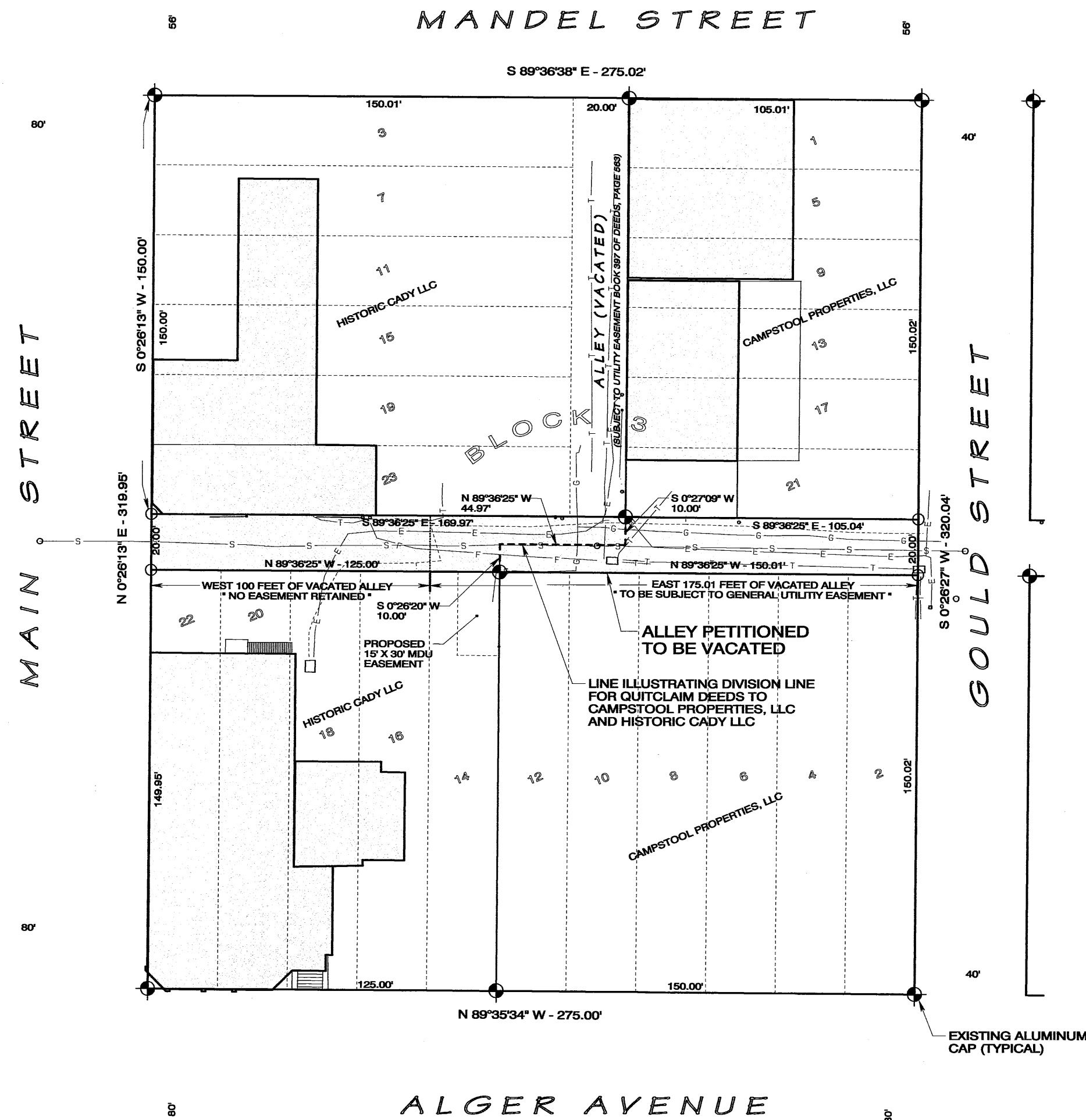


Date: 05/30/2023 12:26 PM User: tmoreau

DETAIL



BASIS OF BEARING IS WYOMING STATE PLANE NAD 1983 (EAST CENTRAL ZONE).
PROPERTIES ARE ZONED B - 2.



UTILITY LINE LEGEND

- ELECTRIC LINE
- FIBER OPTIC LINE
- GAS LINE
- SANITARY SEWER LINE
- TELECOMMUNICATIONS LINE
- ABANDONED GAS LINE

LOCATION

SCALE : 1" = 1000'



ALLEY VACATION DESCRIPTION

THE EAST-WEST ALLEY IN BLOCK 3 OF THE CORRECTED PLAT OF GRINNELL ADDITION TO THE CITY OF SHERIDAN, WYOMING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH BEARS S 0°26'13" W A DISTANCE OF 150.00 FEET FROM THE NORTHWEST CORNER OF BLOCK 3 OF THE CORRECTED PLAT OF GRINNELL ADDITION TO THE CITY OF SHERIDAN, WYOMING, SAID POINT OF BEGINNING BEING THE SOUTHWEST CORNER OF LOT 23; THENCE S 89°36'25" E A DISTANCE OF 275.01 FEET TO THE SOUTHEAST CORNER OF LOT 21; THENCE ALONG THE WEST RIGHT-OF-WAY OF GOULD STREET, S 0°26'27" W A DISTANCE OF 20.00 FEET TO THE NORTHEAST CORNER OF LOT 2; THENCE N 89°36'25" W A DISTANCE OF 275.01 FEET TO THE NORTHWEST CORNER OF LOT 22; THENCE ALONG THE EAST RIGHT-OF-WAY OF MAIN STREET, N 0°26'13" E A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 5,500.2 SQUARE FEET, MORE OR LESS.



PETITION TO VACATE
THE EAST-WEST ALLEY IN BLOCK 3
of the
CORRECTED PLAT
of
GRINNELL ADDITION
to the
CITY of SHERIDAN
SHERIDAN COUNTY, WYOMING

for
HISTORIC CADY LLC
1 EAST ALGER STREET, SUITE 201
SHERIDAN, WYOMING 82801

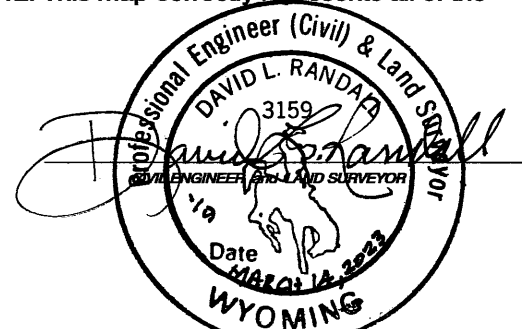
and
CAMPSTOOL PROPERTIES, LLC
P.O. BOX 6001
SHERIDAN, WYOMING 82801

CERTIFICATE of SURVEYOR

State of Wyoming } ss
County of Sheridan }

I, David L. Randall, of Sheridan, Wyoming being a duly registered Professional Engineer and Land Surveyor in the State of Wyoming do hereby certify that this map was made from field notes of an actual survey performed by me or under my direct supervision in November and December of 2022 and from survey information provided by Thomas D. Tucker, Wyoming PLS 6812. This map correctly represents all of the data shown hereon.

Registration No. 3159 PE & LS



CERTIFICATE of RECORDER

State of Wyoming } ss
County of Sheridan }

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

COUNTY CLERK

CITY OF SHERIDAN
RESOLUTION 30-23

A RESOLUTION vacating 5,502 square feet of the east-west alley right-of-way in Block 3 of the corrected plat of the Grinnell Addition, located between 321 and 333 N. Main Street, from N. Main Street to N. Gould Street.

Whereas, Historic Cady LLC and Campstool Properties, LLC, adjacent to the alley ROW have petitioned the City Council requesting that the alley right-of-way be vacated; and

Whereas, this request for a right-of-way vacation meets the requirements of Sheridan City Code §205;

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

That the east-west alley between 321 and 333 N. Main Street, located in Block 3 of the corrected plat of the Grinnell Addition to the City of Sheridan, is hereby vacated.

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: Discussion of PL-23-18, Resolution 31-23, Approval for an Electronic Message Center Sign - Public
Name: Works Director Hanns Mercer
From: Hanns Mercer, Public Works Director
To: Mayor and Council
CC:
Date: 05/25/2023

Recommendation:

Staff recommends approval of PL-23-18, Resolution 31-23. The applicant, Citco Federal Credit Union, requests approval for an Electronic Message Center sign within 300 feet of a single family residence. Zoned B-1 Business District. Located at 502 N. Main St. (PIN 56842713800425).

Background:

The applicant, Citco Federal Credit Union, requests approval for an Electronic Message Center (EMC) sign within 300 feet of a single family residence. The property is located on N. Main Street at the northwest intersection of N. Main Street and W. 1st Street. The property is listed as Lots 8, 9, 10 and part lot 11 of the Sheridan Land Company's Addition. The property is zoned B-2 and is located in the downtown development district. The property is accessed by either N. Main Street from the east or from W. 1st Street from the south.

Adjacent to the property to the north, south, and east are commercial businesses zoned B-2. There are properties to the west that are single-family homes zoned B-2. The proposed EMC sign will be within 300 feet from single-family homes. Existing on the property is a freestanding sign which the EMC sign will be attached to.

Staff sent out 22 nearest neighbor notifications to property owners within 300 feet as part of this application. In addition, notifications were advertised in the press. Staff has not received any inquiries.

Discussion:

Per Chapter 3-11.A of the Sheridan Municipal Code Electronic Message Center (EMC) Signs are regulated by the following requirements. Specifically, Chapter 3-11.A(5) of the Sheridan Municipal Code, states: No electronic message center shall be erected within three hundred feet of a single-family residence.

For the reference of the City Council and Planning Commission, the following regulations apply to EMC signs:

(2) The process for EMC approval by the city council and planning commission shall be as follows:

(A) In addition to the information required by Sheridan City Code section 3-10(c)(1)(C), an applicant for an electronic message center shall submit the following to the city planning division:

- (i) A completed application in a form provided by the planning division.
- (ii) Schematic drawings identifying the size of any signage to be installed, along with color and materials of the EMC, framing and decorative elements.
- (iii) Building elevations or photographs with the proposed location of any signage shown.
- (iv) Technical specifications of the EMC with sufficient information to establish compliance with the provisions

of this section.

(v) A list of record properties' owners within three hundred feet of the lot or legal parcel for which the EMC is proposed.

(vi) Any other item determined by planning division staff to be necessary to evaluate the application.

(B) Once a submittal has been deemed complete by planning division staff, the application and supporting materials will be scheduled for consideration at the next regularly scheduled planning commission meeting for which public notice can be given.

(C) Prior to consideration by the planning commission, notice of public hearing shall be given no later than seven days prior to the planning commission meeting. Notice shall be given by publication in a newspaper in general circulation in the community, and direct mailing to property owners within three hundred feet of the lot or legal parcel for which the EMC is proposed.

(D) The planning commission may recommend approval, approval with conditions, or denial to the city council. A recommendation of approval of issuance of a permit may only be made upon finding that the proposed EMC meets the following criteria:

(i) An EMC, or sign incorporating an EMC, installed on a building or structure shall have framing and decorative elements that are complimentary to the facade of the building on which it is to be installed. An EMC, or sign incorporating an EMC, installed as a freestanding sign shall have a decorative base of masonry or stone.

(ii) Any information displayed on the EMC shall be static, and messages displayed shall not change more frequently than once per hour.

(iii) Messages displayed must be monochromatic (a single color, value, and hue) and the background of the EMC must likewise be of a single color, value or hue.

(iv) The maximum pixel spacing (pixel pitch) shall not exceed 10 mm for a EMC-RGB or 20 mm EMC-Mono.

(v) The minimum legal lot or parcel size for which an EMC, or sign incorporating an EMC, can be installed in a R-O Rural Residence, R-1 Residence, R-2 Residence, R-3 Residence, R-4 Residence district, or residential use area of a planned unit development, is one acre.

(vi) The EMC will conform in all other ways with the provisions of this section and applicable city code.

(E) Following recommendation by the planning commission, the application and supporting materials will be scheduled for consideration at the next city council meeting for which public notice can be given.

(F) Prior to consideration by the city council, notice of public hearing shall be given no later than seven days prior to the city council meeting. Notice shall be given by publication in a newspaper in general circulation in the community, and direct mailing to property owners within three hundred feet of the lot or legal parcel for which the EMC is proposed.

(G) Once approved by the city council, the criteria found in subsection (a)(2)(D), along with any conditions of approval by the city council, shall become the operating requirements of the EMC and shall be maintained in perpetuity as long as the EMC is in operation. Any change to the EMC other than routine maintenance of existing components, or complete removal, shall require approval by the city council.

(b) General requirements for electronic message centers in all zoning districts.

(1) The sign area of any EMC shall count towards the maximum allowed total sign area of wall, roof, projecting or freestanding signage.

(2) Only one stand alone EMC, or a single sign incorporating one or more electronic message centers, shall be allowed per lot or legal parcel, except as otherwise approved as part of the master plan for a Higher Education HE or MA Medical Arts district.

(3) When used as part of a freestanding sign, electronic message centers must be integrated into the design of the larger sign face and structure. They must not be a separate stand alone element of the sign. If located at the top of the sign, they must include a frame or capping element of similar materials and colors as the rest of the sign face and structure.

(4) Electronic message centers shall avoid concentration of illumination and not produce glare, constituting a traffic hazard or nuisance or is otherwise detrimental to public health, safety or welfare.

(5) Unless approved through the process described in subsection (a), no electronic message center shall be erected within three hundred feet of a single-family residence.

(6) Electronic message centers may not change their message or copy more than once per ten seconds. Transitions between messages shall occur in two seconds or less.

(7) No animation, video, animation or non static display shall be allowed.

(8) Electronic message centers shall not utilize any audio components that produce sound.

(9) Electronic message centers shall comply with all provisions of any electrical or other technical code adopted

by the city.

(10) Electronic message centers must be equipped with a sensor or other device which detects ambient light conditions and software which controls brightness for nighttime viewing and other lighting conditions. An EMC in a R-O Rural Residence, R-1 Residence, R-2 Residence, R-3 Residence, R-4 Residence, NC-1 Neighborhood Commercial district, or residential use area of a planned unit development or GD Gateway District, may not actively display a message or be illuminated after 9:00 p.m.

(11) No electronic message center sign installed after (June 19, 2017), shall exceed 0.3 foot candles above ambient light, as measured using a foot candle (Lux) meter at a preset distance depending on sign area. The measurement distance shall be calculated with the following formula: The square root of the product of the sign area and one hundred. Example using a twelve square foot sign: Measurement Distance = $\sqrt{(12 \text{ sq. ft.} \times 100)} = 34.6 \text{ feet}$. Conformity with these illumination levels may be established by submittal of a manufacturer's certification that the sign is incapable of exceeding the stated limits.

(12) Outside of the Downtown Business district, the maximum pixel spacing (pixel pitch) shall not exceed 16 mm for EMC-RGB or 20 mm an EMC-Mono. (Ord. No. 2177, § 1, 6-19-17.)

Attachments

Sign Size

Sign

Specs

Site Plan

Sign Brightness Letter

Aerial

Resolution 31-23

FINAL DESIGN

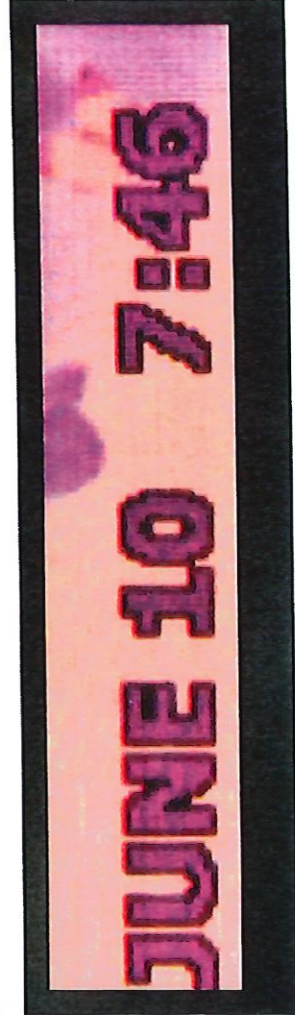
Client Signature *T. Allen*
Sales # *73*
Design # *32*
PRINT # *32*



5'-3"

21293 17"

12" X 5'-0"
VIEWING AREA



ELECTRONIC MESSAGE UNITS SCALE 1"= 1'-0"

A PROVIDE AND INSTALL TWIN PAK(2) ELECTRONIC MESSAGE UNITS. WATCHFIRE SERIES FULL COLOR LED UNITS. 10MM PIXEL PITCH WITH A 30X 150 LAMP MATRIX. CAPABLE OF 2.8" HIGH COPY AND LARGER AND FULL ANIMATED GRAPHICS. CONTROLLING IGNITE SOFTWARE, WIRELESS MODEM WITH 4G LIFE OF UNIT CELLULAR CONTRACT COMMUNICATIONS. TEMP SENSOR WITH 100 STEP PHOTO CELL AND WEB BASED TRAINING ALL INCLUDED. MOUNT UNITS TO POLE COVER UNDER MAIN CABINET AS SHOWN.



SIGN PRODUCTS, INC.
1425 MONAD, BILLINGS, MT 59104
Phone: (406) 252-6348 Fax: (406) 252-6654

CLIENT
CITGO FCU
SHERIDAN, WY

DATE 03-08-23
SCALE SHOWN

DESIGN # 20011-23
SALES TONY D.

DESIGNER TP
SHEET # 1 OF 1

This design is the property
of Sign Products Inc.
and all rights to its use
or reproduction are reserved

On Premise Quote



QUOTE NUMBER: 2304757.0 (Version 0) DATE: 3/9/2023

SIGN ID: 1753882 W10-S

Sign Products Inc 30100
Tony Duncan, Sales
PO Box 20955
Billings, MT 59104-0955
3076723145
tduncan@signproductsinc.com

Shipping Destination
Sign Products Inc
1425 Monad Rd
Billings, MT 59101-3227

Job Site
Name: Citco FCU
Address:
City: Sheridan
State: WY Zip:

PRODUCT SPECIFICATIONS

Pixel Pitch:	W10mm LED RGB
Pixel Matrix:	30 X 150
Ventilation Style:	Front Ventilation
Cabinet Size:	17in H x 5ft 3in L x 5in D
Viewing Area:	12in H x 5ft L
Cabinet Style:	Double Face (Slim)
Character Size:	3 lines / 30.0 Characters at a 3" type
Approx. Weight:	246.00 Lbs.
Warranty:	Standard 5 Year Watchfire warranty applies.
Mfg. Lead Time:	3-5 weeks (after this document is signed & returned and receipt of down payment).
Electrical Service:	120 VOLT 6.0 amps (3.00 per face) Single Phase Service. Refer to the Installation manual for details on wiring. Based on 18 hours of operation a day, plus or minus 10% depending on how the sign is programmed. <i>Example: 3.7 KWHrs a day x \$0.07 = \$0.26/Day</i>

OPTIONS

Software	Ignite OPx (cloud-based, single region)
Software Training	Web Based Software Training
Communications	OPx - 4G Wireless with Watchfire Cellular Data Plan
Wireless Data Plan	Life-of-sign Data Plan
Cabinet Separation	Standard Up To 15 Feet
Power Requirements	Standard As Quoted
Temperature Sensor	w/100-Step Photocell w/15 ft Cable
Sign Mounting Kit	Not Ordered / Not Required
Warranty	Standard 5-Year Parts Warranty
Technician On-Site	Not Ordered

STANDARD FEATURES

Brightness	Daytime 7000 NITs Maximum; Nighttime 700 NITs Maximum
Color	LED RGB
Color Capability	Min. 1.2 Quintillion
Includes	Ignite Graphics Software
Video	Up to 30FPS
Viewing Angles	150 Horizontal/95 Vertical

ORDER ACCEPTANCE

QUOTE VALID UNTIL 4/23/2023

System Price: 10mm Highbrightness Color LED Message Center - Front Ventilation

To order Sign ID 1753882, sign here and return with down payment

Signature: _____ Date: _____

Buyer acknowledges that prior to executing this Agreement Buyer has read or has had the opportunity and means to review the TERMS OF SALE and Seller's LIMITED WARRANTY, SOFTWARE LICENSE, AND LIMITATION OF LIABILITIES AND REMEDIES at <http://watchfiresigns.com/terms-and-conditions-of-sale> or in the alternative, a hard copy has been provided to Buyer and its receipt is acknowledged.

This quote/offer is expressly limited to the acceptance by the buyer of its exact terms, including the terms of sale and seller's limited warranty, software license, and limitation of liabilities and remedies, all of which are a part of the agreement. Any purchase order or related documents buyer issues to seller (even if it contains terms in addition to or inconsistent with the terms of this agreement) for this transaction shall constitute buyer's unconditional agreement to be bound exclusively by the seller's terms and conditions of this agreement, and buyer hereby agrees that such additional or inconsistent terms shall not apply nor become a part of this agreement.

CITCO FCU

add EMC to existing freestanding sign

Legend

502 N Main St

existing sign location

502 N Main St

W 1st St

Google Earth

70 ft





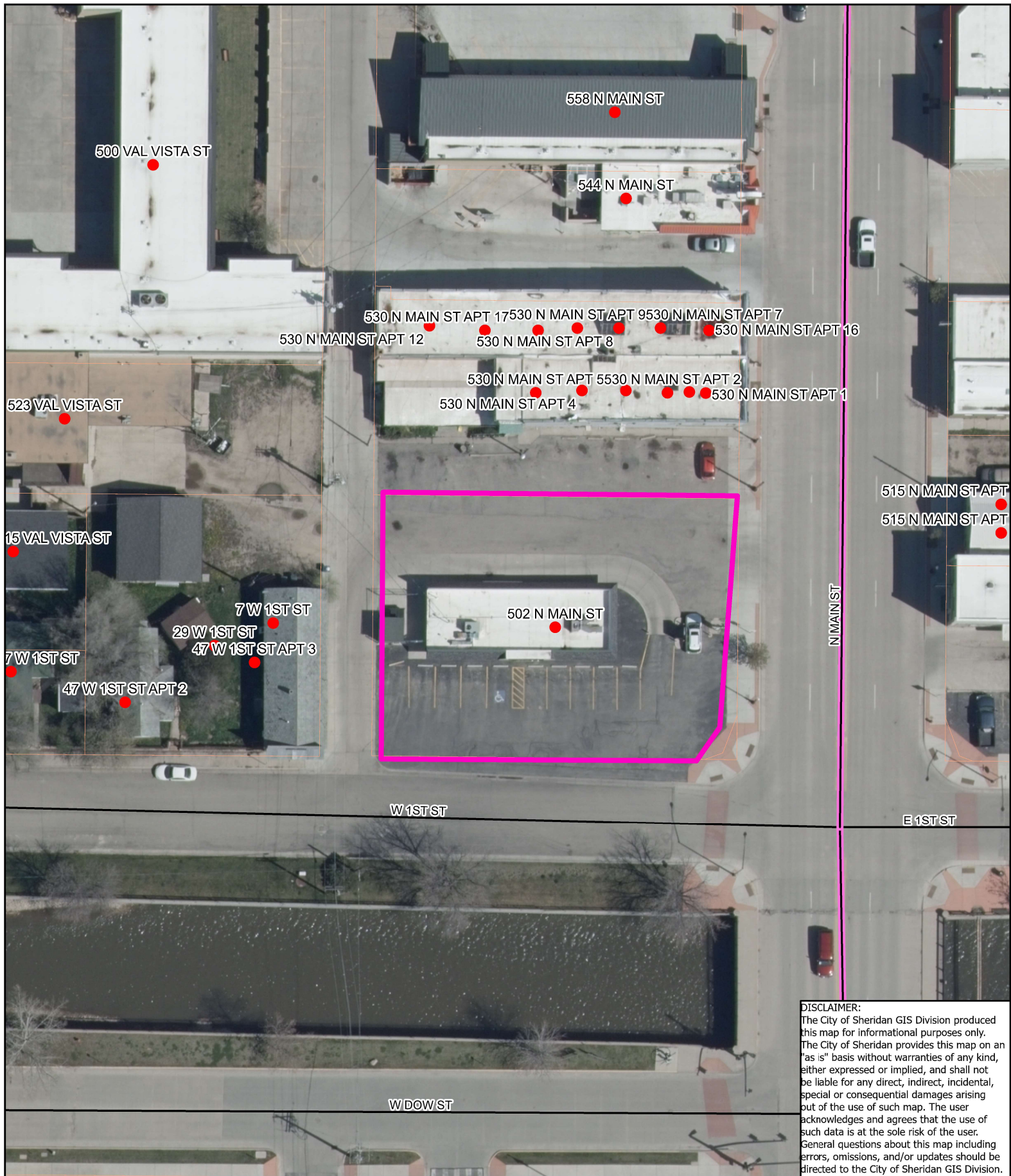
Watchfire displays come equipped with photocell dimming technology that automatically adjusts the display's brightness to .3 foot-candles over ambient light at the sign location. The photocell automatically and immediately adjusts the signs' light levels during the daytime.

Watchfire displays also include a software back up which provides redundant protection should the photocell malfunction. Appropriate brightness when on software back up is determined by sunrise/sunset tables for exact sign location. The use of these brightness control systems protects Watchfire sign operators from having a sign that is too bright for safe viewing.

Please let me know if you have additional questions.

Thank you,

Jason Wisniewski
Sales Director – West Region
Jason.Wisniewski@watchfire.com
Phone: 303-242-9177
watchfiresigns.com



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.



502 N Main St.



Feet 0 30 60

Date: 5/25/2023 3:50 PM User: sgoodman

**CITY OF SHERIDAN
RESOLUTION 31-23**

A RESOLUTION approving PL-23-18, Citco Federal Credit Union Electronic Message Center (EMC) sign. The property is Zoned B-2 Business District, located at 502 N Main St.

WHEREAS, the EMC sign has been reviewed for consistency with Chapter 3-11.A of the Sheridan Municipal Code (EMC Regulations) and other applicable City code; and

WHEREAS, the approval of this resolution constitutes the necessary authorization for the business at 502 N Main St to perform alterations to the sign.

NOW THEREFORE, be it resolved by the City Governing Body of the City of Sheridan:

1. All applicable requirements of the City Municipal Code have been satisfied.
2. The Citco Federal Credit Union EMC sign, located at 502 N Main St is hereby approved by vote of the City of Sheridan's Governing Body.

PASSED, APPROVED, AND ADOPTED this 19th day of June, 2023.

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

Utilities

MEMORANDUM

Project Name: Discussion of a Pre-Annexation Agreement with Lindsay Tope for Water Services at 4526 Coffeen Avenue - Utilities Director Dan Roberts

From: Dan Roberts, Utilities Director

To: Mayor and Council

CC: City Administrator Stuart McCrae

Date: 06/12/2023

Recommendation:

Staff recommends that City Council approve and authorize the Mayor to sign the attached Pre-Annexation Agreement with Lindsay Tope, dated June 6, 2023, and the City of Sheridan, to serve as authorization for Lindsay Tope to tie into the City of Sheridan's water system at the location of 4526 Coffeen Avenue, which sits outside the City limits.

Background:

The proposed property is located South of the College on Coffeen Avenue. The property is contiguous to the City on the South, East and West side. The landowner, Lindsay Tope, desires to be served from the City of Sheridan through the public water system located along Coffeen Ave (see attached map). The property is within the planned Urban Services Area boundary which means it is intended to receive City services at some point in the future. As such, this property should receive water service from the City of Sheridan.

Resolution 73-07 establishes policy and requirements that must be met before the City Council can authorize the extension of Sheridan's water and/or sewer system to serve lands outside the city limits. Staff has confirmed the requirements are satisfied by this application which are listed as follows:

1. Land is within the Urban Services Area.
2. The water and/or sewer service extensions appear to be economically feasible.
3. The property to be served can be made to conform to City ordinances related to subdivisions and construction of Improvements.
4. The property to be served can be reasonably expected to be annexed within the foreseeable future and provided with other basic services available to City residents.
5. The water and/or sewer service extensions will promote orderly growth and welfare to the City.
6. The landowner will obtain the required permits from the City prior to proceeding with construction.
7. The property to be served is not currently served by the City water system.

In accordance with Resolution 73-07, City Council may authorize the extension of the City's water or sewer system to serve lands outside the city limits provided the landowner signs a Pre-Annexation Agreement and that agreement is filed at the courthouse to run with the land. The property at 4526 Coffeen Ave is outside the city limits; therefore, a prepared Pre-Annexation Agreement is being presented for City Council consideration.

Attachments

4526 Coffeen Pre Annexation Docs

PRE-ANNEXATION AGREEMENT AND PETITION

This Pre-Annexation Agreement and Petition, hereinafter referred to as AGREEMENT, made this 6TH day of JUNE, 2023, by and between CINDSAY TOPE, and their heirs, successors in interests and assigns, hereinafter referred to as LANDOWNER, and the City of Sheridan, Wyoming, a municipal corporation and City of the First Class, hereinafter referred to as CITY.

WHEREAS, the LANDOWNER is the record owner of property known as 4526 Coffeen Ave, Sheridan, WY and is described as follows: See Exhibit "A" attached hereto and incorporated herein

This tract of land, or any smaller part or parcel which may be conveyed as a separate tract, whether or not subdivided, shall hereinafter be referred to as the LAND.

WHEREAS, the LAND is currently contiguous to the CITY; and

WHEREAS, the LANDOWNER desires to receive certain CITY services in exchange for a commitment to annex, at the direction of the CITY; and

NOW, THEREFORE, the parties above named have decided to set forth all of their agreements concerning the annexation of the property as follows:

1. The parties acknowledge that the LAND is currently contiguous to the City limits of the CITY and is within the natural growth area of the CITY. The LANDOWNER agrees and covenants for himself and his heirs, assigns and successors in interest to take all remaining actions at any time, and at the sole discretion of the CITY, to comply with State annexation law and to complete the annexation of the LAND into the CITY. The LANDOWNER, or any successor in interest, shall incorporate this requirement to annex into the CITY on each and every deed for any parcel of land existing or created within the LAND. The LANDOWNER shall adhere to the **City Comprehensive Plan**, appropriate restrictions pertaining thereto, and the **2001 City of Sheridan Traffic Study**, and all amendments thereto. All lands existent at the time of this AGREEMENT, if subdivided and approved by Sheridan County, along with any agreements, covenants, restrictions or zones, shall be submitted to the City Governing Body for approval prior to the recording of the subdivision plat or a sale of any parcel. A commitment or restriction shall be included in every deed or land sale contract executed by the LANDOWNER, whether or not presently platted or subdivided, subsequent to the date of approval of this AGREEMENT, noting that the parcel "shall annex to the CITY without protest, at the discretion and direction of the Sheridan City Governing Body". The commitment to annex shall be recorded as part of each deed and is a covenant running with the property known as the LAND, enforceable by the CITY.

2. This AGREEMENT does not relieve the LANDOWNER, or any successor in interest, from any requirements of the City of Sheridan Subdivision Regulations and City of Sheridan Ordinances, when the LAND is further subdivided, and that the subdivision shall be in accordance with all relevant CITY ordinances and other regulations in effect at this time.

3. The LANDOWNER shall construct any and all new buildings or structures on the property in complete conformity with the current building codes and all other codes, as adopted by the City of Sheridan, and the LANDOWNER shall certify such compliance to the Building Official of the City of Sheridan.

4. Upon annexation to the CITY, the CITY shall provide municipal services on the same level as provided to other areas of the CITY, according to state statutes and local ordinances.

5. The parties acknowledge that all CITY utilities and services are required to service lands annexed to the CITY. The parties further acknowledge that this AGREEMENT is a petition to create a local improvement district, as specified in §15-6-203 W.S., 1977, and therefore, constitutes a waiver of the LANDOWNER's right to file protests and remonstrances, as provided by Wyo. Stat. Ann. §15-6-202(d) and §15-6-203. It is expressly understood that this AGREEMENT obligates the inclusion of the LAND, after annexation, in a district or districts which provide for the installation and construction of the following listed improvements, until all the improvements are constructed in compliance with City ordinances then in effect and accepted by the City Council. The improvements required are as follows:

LANDOWNER shall be required to install, at LANDOWNER'S sole cost, all water infrastructure and sewer infrastructure for the LAND required under City ordinances in effect at the time of such installation for the benefit of the LAND so annexed. LANDOWNER further agrees to pay all costs and fees

associated with the annexation and installation (eg., costs of producing required drawings, exhibits, maps, etc.; filing and review fees; Sheridan Area Water Supply (SAWS) disconnection and loss revenue fees if applicable and other typical fees charged in similar processes. If a district(s) is formed which includes lands in addition to LANDOWNER'S LAND, then the LANDOWNER shall pay the cost of any infrastructure assessed to the property as part of the local improvement district or infrastructure assessed to the property as part of SAWS in addition to any costs described above.

6. The parties further agree to the following specific items: None

7. The LANDOWNER hereby petitions the Sheridan City Governing Body to accept this AGREEMENT as a petition to annex all of the LAND previously described above into the CITY limits of the City of Sheridan. LANDOWNER is the owner of all LAND described above. LANDOWNER and CITY agree that this petition may be filed with the City and/or County Clerk at any time, and at the sole discretion of the CITY.

8. LANDOWNER agrees to sign any other petition or petitions or to take any other action whatsoever to comply with State annexation law as they may be required by the CITY to facilitate the annexation. LANDOWNER further waives any irregularities in the annexation process and specifically waives his right to protest the said annexation. The parties acknowledge that the CITY may choose not to complete the annexation of LANDOWNER's LAND until additional logical and adjacent properties may be annexed. LANDOWNER agrees to provide an annexation plat, prepared by a Wyoming registered land surveyor, at his sole cost and expense, upon the request of the CITY. The LANDOWNER specifically agrees and acknowledges that the timing of the annexation is within the sole discretion of the CITY. The CITY may initiate the annexation of the LAND described above at any time and without notice to LANDOWNER.

9. The CITY agrees to allow the LANDOWNER'S installation of water and/or sewer service line(s) and connection to the CITY'S water and/or sewer main(s) at such a time the mains become available.

10. LANDOWNER agrees that any sidewalk currently in existence on any portion of the LAND or any sidewalk constructed on the LAND in the future shall be maintained by LANDOWNER and snow/ice shall be removed by LANDOWNER per City of Sheridan Ordinance.

11. This AGREEMENT, and every part thereof, shall constitute a covenant running with the LAND described above and may be enforced by the CITY by an action at law or equity.

12. This AGREEMENT shall inure to the benefit of, and be binding upon the parties hereto, their respective heirs, successors in interest and assigns. This AGREEMENT shall bind each and every successor in interest to the LAND or any portion or parcel thereof.

13. This AGREEMENT shall be governed by the laws of the State of Wyoming. The District Court of the Fourth Judicial District in Sheridan County, Wyoming, shall have venue and jurisdiction exclusively for any action in law or equity which may be instituted to enforce the terms of this AGREEMENT.

14. If any legal action is instituted to enforce any of the terms of this AGREEMENT, the unsuccessful party shall pay the successful party's reasonable attorneys' fees and all costs of the action including court costs, expert witness fees and all other actual expenses incurred in the prosecution of the action.

15. If any section, subsection, sentence, clause, phrase or portion of this AGREEMENT is for any reason held invalid or unconstitutional by any Court or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and shall not affect the validity of the remaining portions hereof, which shall remain in full force and effect.

DATED This 6th day of June, 2023.

LANDOWNER:



STATE OF WYOMING)
)ss.
COUNTY OF SHERIDAN)

On June 6th, 2023, before me, Ashlee Foster, personally
appeared Lindsay Tope, whom I know personally,
to be the signer(s) of the above and hereby acknowledge his/her/their signature(s).



Ashlee Foster
Notary Public
My Commission Expires: 9/15/2028

CITY OF SHERIDAN:

Richard Bridger, Mayor

ATTEST:

Cecilia Good, City Clerk

STATE OF WYOMING)
)ss.
COUNTY OF SHERIDAN)

On _____, 20____, before me, _____, personally
appeared _____, whom I know personally,
to be the signer(s) of the above and hereby acknowledge his/her/their signature(s).

Notary Public
My Commission Expires:

EXHIBIT 'A'

Tract 9, Adkins Valley Subdivision, as recorded in Drawer A, Plat No. 5 in the Office to the County Clerk and Recorder of Sheridan County, Wyoming.

EXHIBIT A

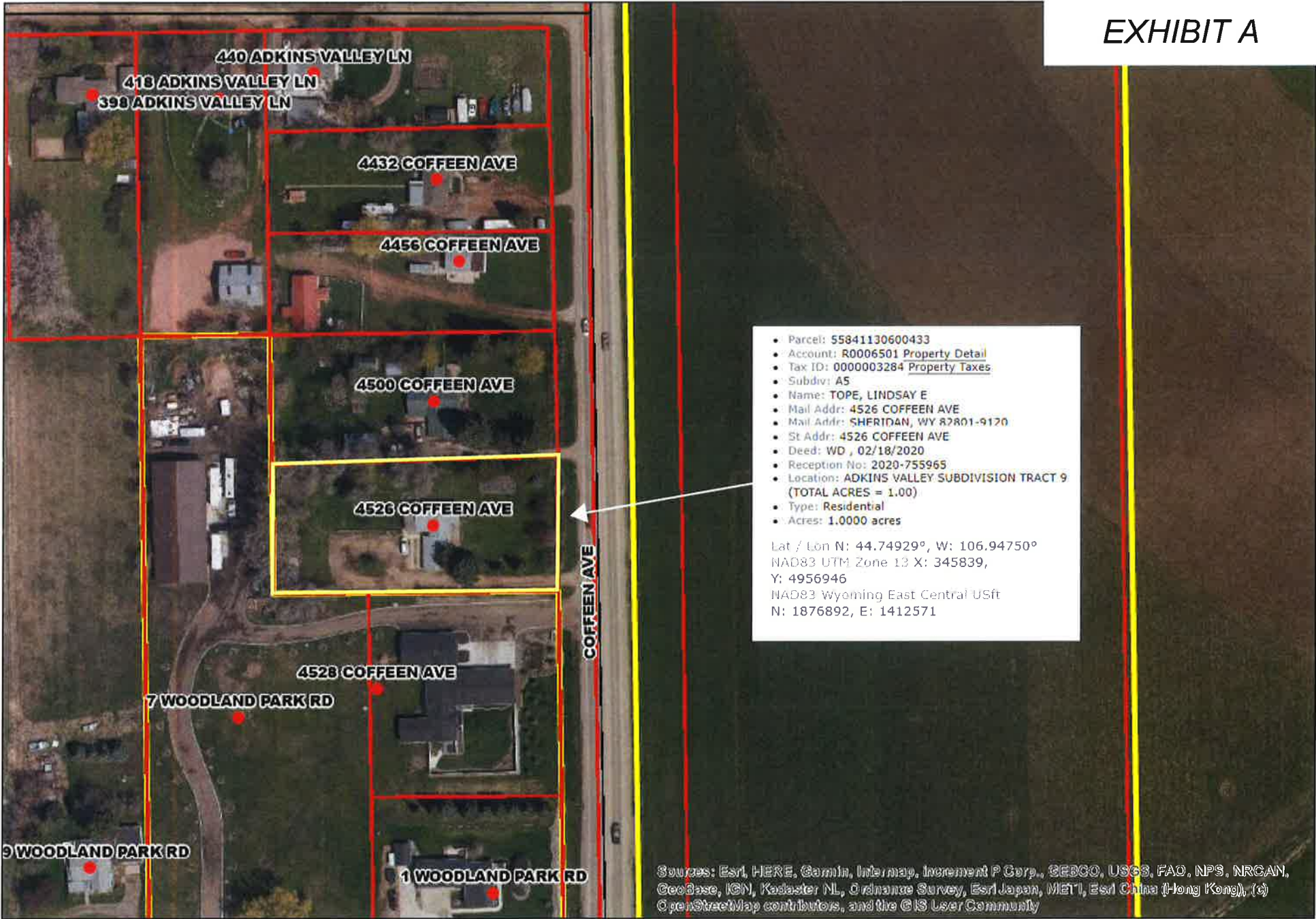
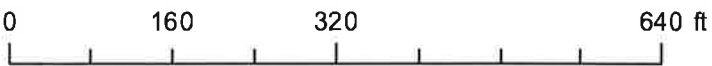


EXHIBIT A





CITY OF SHERIDAN, WYOMING

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

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

Attorney

MEMORANDUM

Project Name: Discussion of Contract with Sheridan County for Impact 307 - City Attorney Brendon Kerns

From: Brendon Kerns, City Attorney

To: Mayor and Council

CC:

Date:

Attachments

Memo
Agreement

KERNS & BUNTING, LLC

200 W. Loucks St.
P.O. Box 6669
Sheridan, WY 82801
Telephone: 307.655.8600
Facsimile: 307.674.5000

BRENDON E. KERNS
bkerns@kernsbunting.com
Licensed in WY & MT

SHERYL S. BUNTING
sbunting@kernsbunting.com
Licensed in WY

MEMORANDUM

Date: June 7, 2023
To: City of Sheridan Mayor and Council
RE: City/County Funding Agreement for Impact 307

Included within your packed is a proposed funding agreement between the City of Sheridan and Sheridan County. The funds are earmarked by the County for the funding of Impact 307.

Impact Sheridan (f/k/a Sheridan Incubator) is part of the Impact 307 program which originated from the University of Wyoming. Throughout the US, cities with universities have found that joint ventures between their universities and private businesses create synergy and cooperation to inspire economic growth. Consequently, UW started Impact 307, whose goal was to create incubators in the larger cities.

The funding of Impact Sheridan has changed over the years. Originally, the program was run through the University of Wyoming in conjunction with a local partner. That partner has always been Sheridan County. Today, the University is still involved but with more local control. The County is responsible for overseeing Impact and has a funding agreement with the University.

Historically, the City contributed \$80,000.00 to the County to support Impact through its 1% application and funding process. In 2021, the City Governing Body reduced the contribution to \$60,000.00 per year.

The new agreement will require the City to provide the County \$20,000.00 on December 31, 2023 and June 30, 2024. This equates to \$40,000.00 per fiscal year. The funding of this allocation will occur through the general fund.

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

KERNS & BUNTING, LLC



Brendon Kerns

**Cooperative Funding Agreement
Between Sheridan County and the City of Sheridan
For the Sheridan Incubator Facility-Impact 307**

This AGREEMENT between the County of Sheridan (County) and the City of Sheridan (City) is related to the County-owned Sheridan Incubator Facility and the funding commitments to be shared between the County and City.

WHEREAS, having identified the need to assist start-up business as a part of the County's comprehensive economic development plan, the County in September 2010 approved resolution 10-05-005 and submitted a grant application the Wyoming Business Council (WBC) for the purchase of property for a business incubation facility; and

WHEREAS, in October 2010 the WBC approved the grant application and the County subsequently purchased commercial property in the Double Eagle Tech Park for the Sheridan Incubator Facility (SIF); and

WHEREAS, the County and the University of Wyoming entered into an operating, maintenance, and lease agreement for the SIF, dated February 1, 2015, (attached as **Exhibit A**); and

WHEREAS, the County and the University of Wyoming entered into a funding and cooperation agreement for the management of Impact 307, effective January 1, 2020, (attached as Exhibit B); and

WHEREAS, the County and City through a cooperative effort recognize the SIF has potential and recognize that operating costs will be required to sustain and grow the SIF; and

WHEREAS, the County and City recognize that Impact 307 has the expertise in operation of business incubators and both parties agree that Impact 307 should be funded for the operation of the SIF.

NOW THEREFORE, the Parties to this AGREEMENT agree to the following:

1. Upon the submission of an invoice to the County by the University of Wyoming on behalf of Impact 307, the County shall invoice the City and the City shall pay equal semi-annual payments to the County for a period of one (1) year, as follows:
 - A. Forty thousand dollars (\$40,000.00) and no cents due and payable before December 31, 2023 and June 30, 2024
2. The County and City shall work collaboratively with the University of Wyoming and Impact 307 to accomplish the objectives identified in **Exhibit A** attached hereto, the terms of which

are incorporated herein by reference.

3. The County will ensure that the terms of the Agreement between the University of Wyoming and the County are fully complied with at all times during the term of this Agreement.
4. This Agreement shall expire on June 30, 2024, unless otherwise extended by mutual agreement of the Parties. Further, this Agreement may be amended by written agreement of the Sheridan City Council and the Sheridan County Board of County Commissioners.

SHERIDAN COUNTY, WYOMING

CITY OF SHERIDAN

Nick Siddle, Chairman

Rich Bridger, Mayor

Dated _____

Dated _____

ATTEST:

ATTEST:

Eda Schunk Thompson, County Clerk

Cecilia Good, City Clerk