AGENDA
CITY OF SHERIDAN
AUGUST 28, 2023
STUDY SESSION COUNCIL MEETING START 5:30 P.M.

1. Discussion of the Bid Award of Two 2023 Dodge Durango Police Pursuit Vehicles to Young Automotive Group from Layton, Utah in the amount of $83,790.00 - Chief of Police Travis Koltiska

2. Discussion of the Bid Award to A Plus Plumbers and Appliance Repair for the Sewage Ejector Pump, Float and Control Replacement at Sheridan Police Department in the Amount of $16,069.50 - Chief of Police Travis Koltiska

3. Discussion of Resolution 47-23, Authorizing Public Works Department to Begin the Process to Annex Five Existing Islands Requested by Sheridan County - City Attorney Brendon Kerns

4. Discussion of Ordinance 2271 Adopting City Ordinance 8-16 Commercial Snow Removal Services Requirements - City Attorney Brendon Kerns

5. Discussion of Ordinance 2272, Amending Code Appendix A(3)(4) Annexation Default Zoning - City Attorney Brendon Kerns

6. Discussion of Constitutional Validity of Municipal Expenditures - City Attorney Brendon Kerns

CITY OF SHERIDAN, WYOMING

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

Police

MEMORANDUM

Project Name:	Discussion of the Bid Award of Two 2023 Dodge Durango Police Pursuit Vehicles to Young Automotive Group from Layton, Utah in the amount of $83,790.00 - Chief of Police Travis Koltiska
From:	Travis Koltiska, Police Chief
To:	Mayor and Council
CC:	
Date:	08/14/2023

Recommendation:

Staff recommends the Mayor and City Council award a bid for the purchase of two (2) 2023 Dodge Durango Police Pursuit Vehicles to Young Automotive Group from Layton, Utah in the amount of $83,790.00.

Background:

Pursuant to the FY24 approved budget, the police department sent out a Request for Bids for two (2) Dodge Durango Police Pursuit Vehicles to maintain the department's fleet on June 30 and July 6, with a bid opening scheduled for July 13, 2023. The City of Sheridan received no bids pursuant to that advertisement. Per Wyoming State Statute, the City of Sheridan began soliciting quotes from local, regional and national vendors for two (2) vehicles.

Fleet manager Heather Czaplinski received written quotes from two (2) regional vendors. Those vendors were Young Automotive Group from Layton, Utah and Cowboy Dodge Chrysler Jeep Ram from Cheyenne, Wyoming. Local vendor Sheridan Motors was asked to provide a quote and advised that fleet ordering was closed and they could not provide a quote.

Young Automotive Group provided a quote for two (2) 2023 Dodge Durango Police Pursuit Vehicles to the specification indicated on the original Request for Bid in the amount of $41,895.00 each, for a total of $83,790.00.

Cowboy Dodge provided a quote for two (2) 2024 Dodge Durango Police Pursuit Vehicles to the specification indicated on the original Request for Bid in the amount of $46,620.00 each, for a total of $93,240.00.

Funding:

The Police Department is requesting the purchase of two (2) 2023 Dodge Durango Police Pursuit Vehicles in the amount of **$83,790.00** from Capital Outlay, Machinery and Equipment, budget #11731-7600-0188D.

Attachments

Memorandum
Young Automotive Bid
Cowboy Dodge Bid
Sheridan Motor

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

Police

MEMORANDUM

Project Name: Recommendation of bid award two (2) 2023 Dodge Durango PPVs

From: Travis Koltiska, Chief of Police TK

To: Mayor and City Council

Cc: Stu McRae, City Administrator

Date: August 28, 2023

Recommendation: Staff recommends the Mayor and City Council award a bid for the purchase of two (2) 2023 Dodge Durango Police Pursuit Vehicles to Young Automotive Group from Layton, Utah in the amount of $83,790.00.

Background: Pursuant to the FY24 approved budget, the police department sent out a Request for Bids for two (2) Dodge Durango Police Pursuit Vehicles to maintain the department's fleet on June 30 and July 6, with a bid opening schedule for July 13, 2023. The City of Sheridan received no bids pursuant to that advertisement. Per Wyoming State Statute, the City of Sheridan began soliciting quotes from local, regional and national vendors for two (2) vehicles.

Fleet Manager Heather Czaplinski received written quotes from two (2) regional vendors. Those vendors were Young Automotive Group from Layton, Utah and Cowboy Dodge Chrysler Jeep Ram from Cheyenne, Wyoming. Local vendor Sheridan Motors was asked to provide a quote and advised that fleet ordering was closed and they could not provide a quote.

Young Automotive Group provided a quote for two (2) 2023 Dodge Durango Police Pursuit Vehicles to the specification indicated on the original Request for Bid in the amount of $41,895.00 each, for a total of **$83,790.00**.

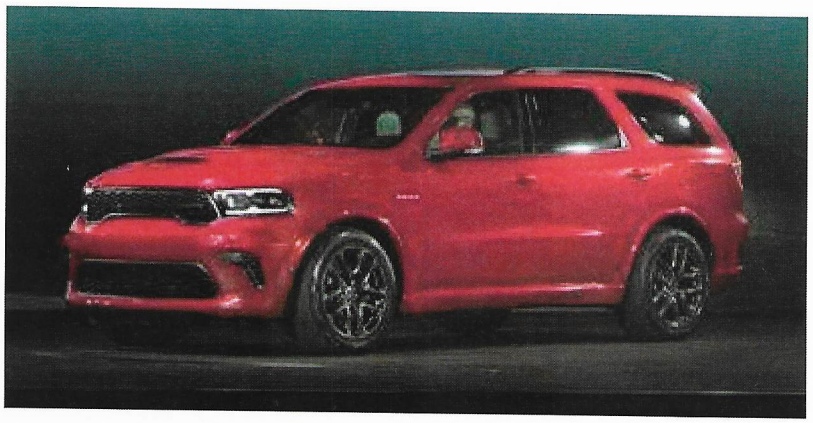
Cowboy Dodge provided a quote for two (2) 2024 Dodge Durango Police Pursuit Vehicles to the specification indicated on the original Request for Bid in the amount of $46,620.00 each, for a total of **$93,240.00**.

Funding: The Police Department is requesting the purchase of two (2) 2023 Dodge Durango Police Pursuit Vehicles in the amount of **$83,790.00** from Capital Outlay, Machinery and Equipment, budget #11731-7600-0188D.

END OF MEMO

Young Automotive Group

[Fleet] 2023 Dodge Durango (WDEE75) Pursuit AWD (20)



Young Automotive Group

[Fleet] 2023 Dodge Durango (WDEE75) Pursuit AWD (20) (✔ Complete)

Price Summary

PRICE SUMMARY

	MSRP
Base Price	$41,415.00
Total Options	$1,690.00
Vehicle Subtotal	$43,105.00
Destination Charge	$1,595.00
Grand Total	**$44,700.00**

Government Inventory Price: $41,895.00

Price includes delivery to BearCom in Evans Colorado

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 20144. Data Updated: Aug 8, 2023 6:42:00 PM PDT.

Young Automotive Group

[Fleet] 2023 Dodge Durango (WDEE75) Pursuit AWD (20) (Complete)

Selected Model and Options

MODEL

CODE	MODEL	MSRP
WDEE75	2023 Dodge Durango Pursuit AWD	$41,415.00

COLORS

CODE	DESCRIPTION
PXJ	DB Black Clearcoat

ENGINE

CODE	DESCRIPTION	MSRP
ERC	Engine: 3.6L V6 24V VVT UPG I w/ESS (STD)	$0.00

TRANSMISSION

CODE	DESCRIPTION	MSRP
DFT	Transmission: 8-Speed Automatic (850RE) (STD)	$0.00

CPOS PKG

CODE	DESCRIPTION	MSRP
2BZ	Quick Order Package 2BZ -inc: Engine: 3.6L V6 24V VVT UPG I w/ESS, Transmission: 8-Speed Automatic (850RE)	$0.00

AXLE RATIO

CODE	DESCRIPTION	MSRP
DLK	3.45 Rear Axle Ratio (STD)	$0.00

WHEELS

CODE	DESCRIPTION	MSRP
WP1	Wheels: 18" x 8.0" Painted Aluminum -inc: Steel spare wheel w/matching tire	$390.00

PRIMARY PAINT

CODE	DESCRIPTION	MSRP
PXJ	DB Black Clearcoat	$0.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 20144. Data Updated: Aug 8, 2023 6:42:00 PM PDT.

Young Automotive Group

[Fleet] 2023 Dodge Durango (WDEE75) Pursuit AWD (20) (✔ Complete)

SEAT TYPE

CODE	DESCRIPTION	MSRP
A7X9	Black, Cloth Bucket Seats w/Rear Vinyl -inc: Vinyl 2nd Row Seat	$135.00

GVWR

CODE	DESCRIPTION	MSRP
Z6K	GVWR: 6,500 lbs (STD)	$0.00

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	MSRP
ADL	Skid Plate Group -inc: Transfer Case Skid Plate Shield, Front Suspension Skid Plate, Fuel Tank Skid Plate Shield, Underbody Skid Plate	$330.00

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	MSRP
LNF	Black Left LED Spot Lamp	$610.00

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	MSRP
CKD	Floor Carpet -inc: Luxury Front & Rear Floor Mats	$140.00
CW6	Deactivate Rear Doors/Windows	$85.00
	Options Total	**$1,690.00**

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 20144. Data Updated: Aug 8, 2023 6:42:00 PM PDT.

[Fleet] 2023 Dodge Durango (WDEE75) Pursuit AWD (20) (Complete)

Standard Equipment

Mechanical

	Engine: 3.6L V6 24V VVT UPG I w/ESS (STD)
	Transmission: 8-Speed Automatic (850RE) (STD)
	3.45 Rear Axle Ratio (STD)
	GVWR: 6,500 lbs (STD)
	50 State Emissions
	Transmission w/Sequential Shift Control
	Full-Time All-Wheel
	Engine Oil Cooler
	650CCA Maintenance-Free Battery w/Run Down Protection
	220 Amp Alternator
	Trailer Wiring Harness
	Class IV Towing Equipment -inc: Hitch and Trailer Sway Control
	Police/Fire
	1650# Maximum Payload
	Nivomat Suspension
	Front And Rear Anti-Roll Bars
	Gas-Pressurized Front Shock Absorbers and Nivomat Brand Name Rear Shock Absorbers
	HD Suspension
	Electric Power-Assist Speed-Sensing Steering
	24.6 Gal. Fuel Tank
	Single Stainless Steel Exhaust
	Permanent Locking Hubs
	Short And Long Arm Front Suspension w/Coil Springs
	Multi-Link Rear Suspension w/Coil Springs
	4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control

Exterior

	Wheels: 18" x 8.0" Black Steel (STD)
	Tires: 255/60R18 On/Off Road
	Wheels w/Chrome Hub Covers

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 20144. Data Updated: Aug 8, 2023 6:42:00 PM PDT.

[Fleet] 2023 Dodge Durango (WDEE75) Pursuit AWD (20) (✔ Complete)

Exterior

	Steel Spare Wheel
	Compact Spare Tire Stored Underbody w/Crankdown
	Clearcoat Paint
	Body-Colored Front Bumper w/Colored Rub Strip/Fascia Accent
	Body-Colored Rear Step Bumper w/Colored Rub Strip/Fascia Accent
	Black Side Windows Trim
	Body-Colored Door Handles
	Chrome Bodyside Insert and Colored Wheel Well Trim
	Black Power Heated Side Mirrors w/Manual Folding
	Fixed Rear Window w/Fixed Interval Wiper and Defroster
	Deep Tinted Glass
	Speed Sensitive Variable Intermittent Wipers
	Galvanized Steel/Aluminum Panels
	Lip Spoiler
	Black Grille
	Front License Plate Bracket
	Liftgate Rear Cargo Access
	Tailgate/Rear Door Lock Included w/Power Door Locks
	Perimeter/Approach Lights
	LED Brakelights
	Auto On/Off Projector Beam Led Low/High Beam Daytime Running Headlamps w/Delay-Off
	Laminated Glass

Entertainment

	Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Aux Audio Input Jack, Steering Wheel Controls and Radio Data System
	Radio: Uconnect 4 w/8.4" Display
	Streaming Audio
	6 Speakers
	GPS Antenna Input
	Integrated Center Stack Radio

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 20144. Data Updated: Aug 8, 2023 6:42:00 PM PDT.

[Fleet] 2023 Dodge Durango (WDEE75) Pursuit AWD (20) (✔ Complete)

Entertainment	
	Integrated Voice Command w/Bluetooth
	2 LCD Monitors In The Front
Interior	
	Front Seats w/Power 4-Way Driver Lumbar
	12-Way Power Driver Seat -inc: Power Recline, Height Adjustment, Fore/Aft Movement, Cushion Tilt and Power 4-Way Lumbar Support
	4-Way Passenger Seat -inc: Manual Recline, Fore/Aft Movement and Fold Flat
	60-40 Folding Split-Bench Front Facing Fold Forward Seatback Rear Seat
	Manual Tilt/Telescoping Steering Column
	Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer, Oil Temperature, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
	Power Rear Windows and Fixed 3rd Row Windows
	Leather/Metal-Look Steering Wheel
	Front Cupholder
	Rear Cupholder
	Compass
	Proximity Key For Doors And Push Button Start
	Valet Function
	Remote Keyless Entry w/Integrated Key Transmitter, 2 Door Curb/Courtesy, Illuminated Entry and Panic Button
	Cruise Control w/Steering Wheel Controls
	Dual Zone Front Automatic Air Conditioning
	Rear HVAC w/Separate Controls
	HVAC -inc: Auxiliary Rear Heater, Headliner/Pillar Ducts and Console Ducts
	Illuminated Locking Glove Box
	Driver Foot Rest
	Full Cloth Headliner
	Interior Trim -inc: Leatherette/Metal-Look Instrument Panel Insert, Metal-Look Door Panel Insert and Chrome Interior Accents
	Cloth Bucket Seats w/Shift Insert -inc: cloth rear seat
	Day-Night Auto-Dimming Rearview Mirror
	Driver And Passenger Visor Vanity Mirrors

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 20144. Data Updated: Aug 8, 2023 6:42:00 PM PDT.

[Fleet] 2023 Dodge Durango (WDEE75) Pursuit AWD (20) (✔ Complete)

Interior

	Partial Floor Console w/Covered Storage, Mini Overhead Console w/Storage and 3 12V DC Power Outlets
	Front And Rear Map Lights
	Fade-To-Off Interior Lighting
	Carpet Floor Trim
	Full Vinyl/Rubber Floor Covering
	Cargo Area Concealed Storage
	Cargo Space Lights
	FOB Controls -inc: Cargo Access and Windows
	For More Info, Call 800-643-2112
	Google Android Auto
	USB Host Flip
	Apple CarPlay
	Driver / Passenger And Rear Door Bins
	Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
	Delayed Accessory Power
	Power Door Locks w/Autolock Feature
	Driver Information Center
	Redundant Digital Speedometer
	Trip Computer
	Outside Temp Gauge
	Digital/Analog Appearance
	Front Center Armrest w/Storage and Rear Center Armrest
	#7 Seat Foam Cushion
	Manual w/Tilt Front Head Restraints and Fixed Rear Head Restraints
	Sentry Key Immobilizer
	Air Filtration
	3 12V DC Power Outlets

Safety-Mechanical

	Electronic Stability Control (ESC) And Roll Stability Control (RSC)
	ABS And Driveline Traction Control

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 20144. Data Updated: Aug 8, 2023 6:42:00 PM PDT.

[Fleet] 2023 Dodge Durango (WDEE75) Pursuit AWD (20) (✔ Complete)

Safety-Exterior	
	Side Impact Beams
Safety-Interior	
	Dual Stage Driver And Passenger Seat-Mounted Side Airbags
	Blind Spot Detection Blind Spot
	Collision Mitigation-Rear
	ParkSense with Stop Rear Parking Sensors
	Tire Specific Low Tire Pressure Warning
	Dual Stage Driver And Passenger Front Airbags
	Curtain 1st, 2nd And 3rd Row Airbags
	Airbag Occupancy Sensor
	Driver Knee Airbag
	Rear Child Safety Locks
	Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
	ParkView Back-Up Camera
WARRANTY	
	Basic Years: 3 Basic Miles/km: 36,000 Drivetrain Years: 5 Drivetrain Miles/km: 100,000 Corrosion Years: 5 Corrosion Miles/km: Unlimited Roadside Assistance Years: 5 Roadside Assistance Miles/km: 60,000

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 20144. Data Updated: Aug 8, 2023 6:42:00 PM PDT.

Young Automotive Group

[Fleet] 2023 Dodge Durango (WDEE75) Pursuit AWD (20) (✔ Complete)

Window Sticker

SUMMARY

[Fleet] 2023 Dodge Durango (WDEE75) Pursuit AWD — MSRP:$41,415.00

Interior:Black, Cloth Bucket Seats w/Rear Vinyl

Exterior 1:DB Black Clearcoat

Exterior 2:No color has been selected.

Engine: 3.6L V6 24V VVT UPG I w/ESS

Transmission: 8-Speed Automatic (850RE)

OPTIONS

CODE	MODEL	MSRP
WDEE75	[Fleet] 2023 Dodge Durango (WDEE75) Pursuit AWD	$41,415.00
	OPTIONS	
2BZ	Quick Order Package 2BZ	$0.00
A7X9	Black, Cloth Bucket Seats w/Rear Vinyl	$135.00
ADL	Skid Plate Group	$330.00
CKD	Floor Carpet	$140.00
CW6	Deactivate Rear Doors/Windows	$85.00
DFT	Transmission: 8-Speed Automatic (850RE)	$0.00
DLK	3.45 Rear Axle Ratio	$0.00
ERC	Engine: 3.6L V6 24V VVT UPG I w/ESS	$0.00
LNF	Black Left LED Spot Lamp	$610.00
PXJ	DB Black Clearcoat	$0.00
WP1	Wheels: 18" x 8.0" Painted Aluminum	$390.00
Z6K	GVWR: 6,500 lbs	$0.00
	SUBTOTAL	**$43,105.00**
	Adjustments Total	$0.00
	Destination Charge	$1,595.00
	TOTAL PRICE	**$44,700.00**

FUEL ECONOMY

Est City:18 MPG

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 20144. Data Updated: Aug 8, 2023 6:42:00 PM PDT.

[Fleet] 2023 Dodge Durango (WDEE75) Pursuit AWD (20) (Complete)

Est Highway:25 MPG

Est Highway Cruising Range:615.00 mi

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 20144. Data Updated: Aug 8, 2023 6:42:00 PM PDT.

COWBOY DODGE CHRYSLER JEEP RAM
1121 E LINCOLNWAY
CHEYENNE, WY 820014812

Configuration Preview

Date Printed: 2023-07-27 1:44 PM
Estimated Ship Date:

VIN:
VON:

Quantity: 1
Status: BA - Pending order
FAN 1: 51134 CITY OF SHERIDAN, WYOMING POLI
FAN 2:
Client Code:
Bid Number: TB4099
PO Number: 1

Sold to:
COWBOY DODGE CHRYSLER JEEP RAM (45752)
1121 E LINCOLNWAY
CHEYENNE, WY 820014812

Ship to:
COWBOY DODGE CHRYSLER JEEP RAM (45752)
1121 E LINCOLNWAY
CHEYENNE, WY 820014812

Vehicle:

2024 (WDEE75)

	Sales Code	Description	MSRP(USD)
Model:	WDEE75		43,075
Package:	2BZ	Customer Preferred Package 2BZ	0
	ERC	3.6L V6 24V VVT Engine Upg I w/ESS	0
	DFT	8-Spd Auto 850RE Trans (Make)	0
Paint/Seat/Trim:	PXJ	DB Black Clear Coat	0
	APA	Monotone Paint	0
	*A7	Cloth Bucket Seats W/Rear Vinyl	150
	-X9	Black	0
Options:	MAF	Fleet Purchase Incentive	0
	ADL	Skid Plate Group	350
	JRC	Power Liftgate	460
	LNF	Black Left LED Spot Lamp	640
	YEP	Manuf Statement of Origin	0
	CUF	Full Length Floor Console	350
	4DH	Prepaid Holdback	0
	4ES	Delivery Allowance Credit	0
	5N6	Easy Order	0
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	174	Zone 74-Denver	0
	4EA	Sold Vehicle	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0
Discounts:	YG1	7.5 Additional Gallons of Gas	0
Destination Fees:			1,595

Total Price: 46,620

Order Type: Fleet
Scheduling Priority: 1-Sold Order
Salesperson:
Customer Name:
Customer Address:
USA
Instructions:

PSP Month/Week:
Build Priority: 99

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

Electrical System

1. Battery: Heavy Duty 12V maintenance free
2. Alternator: High Output 220- AMP

Comply: Yes X No_____

If no, state exception:

_____

_____

_____

Body & Cab

1. Gauges: Factory installed voltmeter; oil pressure, water temperature and odometer with trip meter.
2. Rear view mirrors: Interior day/night type and outside power/heated
3. Windows: Solar tinted
4. Air conditioning: Factory installed
5. Windshield wipers: Multiple speeds and intermittent system
6. Power points: Minimum of three
7. Horn: Dual
8. Hands free phone communication
9. Radio: AM/FM with clock
10. Cruise Control: Factory installed with set and resume speed
11. Power windows and power door locks
12. Front seat: Police specific, include modification for law enforcement duty belt, eight way adjustable driver seat with manual adjusting passenger seat, heavy duty cloth bucket seats with center console or mounting plate.
13. Rear seat: Standard factory installed vinyl seat
14. Floor covering: Vinyl flooring with heavy duty rubber floor mats, front only
15. Standard front bumper
16. Standard rear bumper

Comply Yes X No_____

If no, state exception:

_____

_____

_____

Safety Features

1. Active Head Restraints
2. Advanced multistage driver and front passenger airbags
3. Advanced side-curtain and supplemental front seat side airbags

4. Driver inflatable knee-bolster airbags
5. Park View Rear Back-up camera including rear ParkSense
6. Secure Park with automatic activation and deactivation

Comply: Yes X No_____

If no, state exception:

_____
_____
_____

Special Features

1. Front and rear license plate brackets with mounting hardware
2. Keys: Minimum of two (2) set of key fobs per vehicle will be furnished at time of delivery
3. Remote keyless entry
4. 2" trailer receiver (to be installed by dealer if option unavailable)
5. Base Pre-Wiring Package (Law Enforcement)
6. Factory installed recovery hooks
7. Vehicles shall have drive side LED spot lamps

Comply: Yes X No_____

If no, state exception:

_____
_____
_____

Miscellaneous

1. Please include all necessary information relating to total vehicle warranty, trade in and buyback options if available.
2. The standard complement of tools, jack, wheel wrench and jacket handle will be provided.
3. A column shifter is preferred.
4. A copy of the dealer's order form showing the make, model, and all the equipment that is being bid.
5. The manufacturer's standard warranty will apply to the vehicle. If an out of state dealer bids a vehicle in which there is not authorized factory repair service in Sheridan then the dealer will provide written proof where the vehicle can have warranty work done in Sheridan. If warranty repairs cannot be done locally then the dealer shall explain on an attached sheet how warranty work will be completed at no expense to the City of Sheridan.

1000.10 Required Specifications

General

1. Two (2) Dodge Durango SUV AWD Pursuit/SSV
2. Wheel Base: Minimum 112"
3. Exterior Color: Black
4. Interior Color: Standard - black, gray, brown

Comply: Yes X No_____

If no, state exception:

_____

_____

_____

Engine and Powertrain

1. Engine: Fuel injected, gasoline minimum of 3.6 liter, 6-cylinder
2. Drivetrain: AWD
3. Radiator: Protected to -40F
4. Transmission: Electronically controlled automatic with overdrive

Comply: Yes X No_____

If no, state exception:

_____

_____

_____

Suspension & Running Gear

1. Steering: Power with tilt steering wheel with mounted audio controls
2. Brakes: Power ABS
3. Tires: All terrain radial
4. Full-size spare tire with tire changing tools

Comply: Yes X No_____

If no, state exception:

_____

_____

_____

6. The successful bidder shall provide Sheridan PD with one operator/owner's manual for each of the vehicles.
7. The City of Sheridan reserves the right to reject any and all bids, to waive any informalities or minor defects in the bids. To accept or reject any qualified or conditional bid, and to accept any item or combination of items in the bid.

Comply: Yes X No_____

If no, state exception:

_____
_____
_____

Delivery Timeline

1. Vendor shall have the vehicle available for immediate delivery upon confirmation of the bid award, receiving the vehicle from the manufacturer, and proper documentation for purchase by the City of Sheridan.
2. Delivery arrangements shall be made by the dealer, which will be included in the purchase price, to upfitter location for installation of auxiliary equipment:
   BearCom
   3901 West Service Road
   Evans, CO 80620

Comply: Yes X No_____

If no, state exception:

_____
_____
_____

Standard Features - WDEE75-DURANGO PURSUIT VEHICLE AWD	
Code	Description
C1J	#7 Seat Foam Cushion
JKP	12 Volt AUX Power Outlet - Front
JJM	12 Volt AUX Power Outlet - Rear
JJ5	130 MPH Maximum Speed Calibration
JCF	140 MPH Primary Cert. Speedometer
WBN	18X8.0 Black Steel Wheels
DJC	195MM Front Axle
DRH	195MM Rear Axle
GXD	2-Door Passive Entry, Frt Door Locks
BAJ	220 Amp Alternator
NF4	24.6 Gallon Fuel Tank
TXQ	255/60R18 BSW On/Off Road Tires
CFN	2nd Row 60/40 Folding Seat
DLK	3.45 Rear Axle Ratio
ERC	3.6L V6 24V VVT Engine Upg I w/ESS
CYD	5 Passenger Seating
NAS	50 State Emissions
RCG	6 Speakers
BCZ	650 Amp AGM Battery
XF2	7 and 4 Pin Wiring Harness
DFT	8-Spd Auto 850RE Trans (Make)
RFL	8.4" Touchscreen Display
MLX	Accent Color Lower Fascia
RD3	Accent Color Shark Fin Antenna
MRD	Accent Color Wheel Lip Molding
GAK	Acoustic Windshield
CG3	Advanced Multistage Front Air Bags
JMA	Air Filtering
RFP	Apple CarPlay
RHQ	Aptiv/Delphi Radio Manufacturer
HAH	ATC w/3 Zone Temp Control
LMG	Automatic Headlamps
BC1	Aux Battery
LH2	Aux Switches
MWT	AWD Badge
CTL	Base Door Trim Panel
MMG	Belt Moldings
MFA	Black Headlamp Bezels
CHE	Black Headliner
CKJ	Black Vinyl Floor Covering
XAN	Blind Spot and Cross Path Detection
XPV	Blind Spot W/Trailer Detection
MNK	Body Color Door Handles

Standard Features - WDEE75-DURANGO PURSUIT VEHICLE AWD	
Code	Description
MBP	body color upper fascia
MBT	Body Color/Accent Color Rear Fascia
WMH	Bright Hub Caps
XJM	Capless Fuel Fill w/o Discriminator
CKN	Cargo Compartment Carpet
CKT	Cargo Tie Down Loops
NDA	Catalytic Converter
CGU	Child Seat Anchor System-LATCH Ready
XFH	Class IV Receiver Hitch
*C5	Cloth Bucket Seats w/ Shift Insert
DS7	Conventional Differential Frt Axle
DS8	Conventional Differential Rear Axle
CLG	Covered Cargo Storage
GEG	Deep Tint Sunscreen Glass
CF9	Delete 3rd Row Seat
CGY	Drvr Inflatable Knee-Bolster Air Bag
JJB	Dual Note Electric Horns
MZJ	Durango Bright Badge
AZ1	Durango Pursuit Vehicle
SBL	Electric Power Steering
BNB	Electronic Stability Control
XAX	Engine Hour Meter
NHA	Engine Oil Cooler
LSE	Enhanced Accident Response System
XFX	Equipment Mounting Bracket
NHJ	Exterior Mirrors w/Heating Element
TZF	Firestone Brand Tires
X9H	For More Info, Call 800-643-2112
BNR	Four Wheel Traction Control
LBR	Front & Rear Interior LED Lamps
GCB	Front Door Tinted Glass
MDA	Front License Plate Bracket
LAX	Front Passenger Seat Belt Alert
CDW	Frt Pass Forward Fold Flat Seat
WKB	Full Size Matching Spare Wheel
TBW	Full Size Spare Tire w/Matching Whl
LE7	Gloss Black Exterior Mirrors
MAK	Gloss Black Grille W/Granite Inner
LBC	Glove Box Lamp
RF5	Google Android Auto
JLP	GPS Antenna Input
Z6K	GVW Rating - 6500#
NMC	Heavy Duty Engine Cooling

Standard Features - WDEE75-DURANGO PURSUIT VEHICLE AWD	
Code	Description
BNG	Hill Start Assist
HGA	Hood Insulation
XE2	I/P Mounted Elec Shifter
LAC	Illuminated Entry
JB5	Instr. Panel Platinum Chrome Bezel
JAA	Instrument Panel
RTF	Integrated Center Stack Radio
XRB	Integrated Voice Command w/Bluetooth
CSV	Interior Assist Handles
GAP	Laminated Front Door Glass
LMZ	LED Daytime Running Headlamps
LM6	LED Low/High Beam Headlamps
LA3	LED Taillamps w/Red Accents
CXG	Lock On Sync Tire Press Sensor
RSF	Media Hub (2 USB, Aux)
CZX	Mini Console Police
APA	Monotone Paint
XA8	Non Adjustable Pedals
GXQ	Non-Key Alike Fobs
CUN	Overhead Console
XH3	ParkSense Rr Park Assist w/Stop
XAC	ParkView Rear Back-up Camera
CSR	Passenger Assist Handles
SCJ	Perforated Leather Wrapped Strg Whl
BR9	Police ABS 4-Wheel Hd Disc Brakes
AYF	Police Group
SDB	Police Tuned Suspension
JPU	Power 4-Way Driver Lumbar Adjust
JPR	Power 8-Way Drvr/Manual Pass Seat
JKY	Power Accessory Delay
GTS	Power Heated Mirrors, Fold-Away
JPB	Power Locks
JAJ	Premium Instrument Cluster w/Tach
HGP	Premium Insulation Group
XPF	Protective Coating and Remover
XJ7	Push-Push Fuel Filler Door
GX4	Pushbutton Start
JP3	Pwr Front Windows, 1-Touch,Up & Down
XFC	R1234YF A/C Refrigerant
BHC	Rain Brake Support
BHD	Ready Alert Braking
HBB	Rear Air Conditioning w/Heater
SES	Rear Load Leveling Suspension

Standard Features - WDEE75-DURANGO PURSUIT VEHICLE AWD	
Code	Description
GNK	Rear View Auto Dim Mirror
GFA	Rear Window Defroster
JHB	Rear Window Wiper/Washer
GXM	Remote Keyless Entry
AXR	Secure Park Package
XX7	Selectable Steering Modes
GXX	Sentry Key Theft Deterrent System
MRF	Sill Molding
DHY	Single Speed Transfer Case
X9B	SiriusXM Radio Service
RSD	SiriusXM Satellite Radio
AHV	Special Service Group
NHM	Speed Control
LNQ	Spot Lamp Wiring Prep.
RDZ	Steering Wheel Mounted Audio Ctrls
XHZ	Stop-Start Dual Battery System
GNV	Sun Visors w/Vanity Mirror
XSV	Super Nova Hydro Interior Accents
CJ5	Supp. Side Curtain All Rows Air Bags
CJ1	Supplemental Frt Seat Side Air Bags
CGS	Supplemental Side Air Bags
JFJ	Temperature & Compass Gauge
SUD	Tilt/Telescope Steering Column
GBB	Tinted Windshield Glass
XBN	Tip Start
XGM	Tire Pressure Monitoring Display
BNT	Trailer Sway Damping
NHQ	Transmission Heater
CD4	Tungsten Interior Accent Stitch
UAM	Uconnect 4 with 8.4" Display
XXS	Upfitter Electronic Module (VSIM)
RF7	USB Host Flip
JHA	Var Intermittent Windshield Wipers
LAZ	Vehicle Information Center

Travis Koltiska <tkoltiska@sheridanwy.gov>

Re: Quote for 2023/2024 Durangos

2 messages

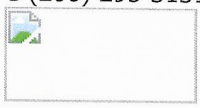
Heather Czaplinski <hczaplinski@sheridanwy.gov> Mon, Jul 17, 2023 at 3:04 PM
To: Benton Johnson <benton@sheridanmotor.com>
Cc: Travis Koltiska <tkoltiska@sheridanwy.gov>

Benton,

Thank you for the updated information.

Thank you,

Heather Czaplinski
Public Works Administrative Coordinator
Fleet Manager
55 Grinnell Plaza
Sheridan, WY 82801
O (307) 675-4232
C (206) 295-3131



On Mon, Jul 17, 2023 at 3:00 PM Benton Johnson <benton@sheridanmotor.com> wrote:

> Hi Heather... just found out that fleet ordering is closed currently... I talked with Val who does all of our fleet ordering and she said it should open back up in a month or two... I also talked with Travis and let him know the situation also. As soon as the ordering opens up we will let you know. Thanks
>
> ***Benton Johnson***
> **General Sales Manager**
> **Sheridan Motor**
>
> **benton@sheridanmotor.com**
> **307-672-3411 Business**
> **307-675-6845 Direct**
>
> **www.sheridanmotor.com**
>
> ***GMC, Chrysler, Dodge, Jeep & Ram***
>
> ---
>
> **From:** Heather Czaplinski <hczaplinski@sheridanwy.gov>
> **Sent:** Monday, July 17, 2023 11:41 AM
> **To:** Benton Johnson <benton@sheridanmotor.com>
> **Subject:** Quote for 2023/2024 Durangos
>
> Good morning,
>
> We recently went out to bid for two 2023/2024 Dodge Durangos, but did not receive any bids. Please see the attached specs. Would you be able to provide us with a quote and availability?

Thank you,

Heather Czaplinski
Public Works Administrative Coordinator
Fleet Manager
55 Grinnell Plaza
Sheridan, WY 82801
O (307) 675-4232
C (206) 295-3131

Heather Czaplinski <hczaplinski@sheridanwy.gov>
To: Travis Koltiska <tkoltiska@sheridanwy.gov>

Mon, Aug 14, 2023 at 10:23 AM

Thank you,

Heather Czaplinski
Public Works Administrative Coordinator
Fleet Manager
55 Grinnell Plaza
Sheridan, WY 82801
O (307) 675-4232
C (206) 295-3131

CITY OF Sheridan WYOMING

[Quoted text hidden]

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

Police

MEMORANDUM

Project Name:	Discussion of the Bid Award to A Plus Plumbers and Appliance Repair for the Sewage Ejector Pump, Float and Control Replacement at Sheridan Police Department in the Amount of $16,069.50 - Chief of Police Travis Koltiska
From:	Travis Koltiska, Police Chief
To:	Mayor and Council
CC:	
Date:	08/14/2023

Recommendation:

Staff recommends a bid award to A Plus Plumbers for the replacement of the sewage ejector pumps, floats and controls at the Sheridan Police Department.

Background:

On June 23, 2023, the sewage lift station experienced a catastrophic system failure, requiring a complete overhaul and replacement of the grinder pumps, floats and controls. The lift station transfers raw sewage from the police department, as well as from portions of the Sheridan County Jail, to the wastewater system for the City of Sheridan. Due to the engineering and construction of the building, a gravity system was not feasible so dual pumps on a float system dispose of the waste by pumping it to city infrastructure for transfer to the Wastewater Treatment Plant.

Since June 23, 2023, staff at the department has had to periodically manually activate the pumps to transfer the sewage to prevent an overflow of the pit. It was recommended by staff of the Waterwater Treatment Plant to fully replace all components within the system due to the age of the system and availability of any replacement parts of the aging equipment should another failure occur.

Staff contacted four (4) local vendors capable of providing the equipment and service to replace the system. All four (4) vendors submitted bids for the project. Three (3) of the four (4) bids excluded electrical work, which has been estimated at approximately $5,000.00. The following is a list of the bids:

A Plus Plumbers and Appliance Repair - $27,139.00 / No Electrical
Rapp Plumbing and Heating - $32,725.00 / No Electrical
Zowada Plumbing and Heating - $35,125.00 / No Electrical
Westin Mechanical - $36,860.00 / Electrical Included

The low bid for the project was submitted by A Plus Plumbers and Appliance Repair in the amount of $27,139.00. While the Westin Mechanical bid included the electrical work, their bid would still be higher than that of A Plus Plumbers with the electrical estimate.

Since the system also services portions of the Sheridan County Jail, staff has been in contact with Sheridan County Sheriff Levi Dominguez who has indicated the Sheridan County Commission has agreed to pay for half of the costs

of the system replacement. Staff will work with Sheridan County on the logistics of the payment but it is recommended that an award to A Plus Plumbers for the work

The total estimated cost, including electrical work, for the project is $32,139.00, leaving the City's portion of the replacement at approximately **$16,069.50.**

Funding:

Staff recommends using the Building Repairs and Maintenance line item (12210.6701) for the system replacement.

Attachments

Memorandum

Bids

System Assessment & History

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

Police

MEMORANDUM

Project Name: Sewage Ejector Pump, Float and Control replacement

From: Travis Koltiska, Chief of Police TK

To: Mayor and City Council

Cc: Stuart McRae, City Administrator
Karen Burtis, City Treasurer

Date: August 28, 2023

Recommendation: Staff recommends a bid award to A Plus Plumbers for the replacement of the sewage ejector pumps, floats and controls at the Sheridan Police Department.

Background: On June 23, 2023, the sewage lift station experienced a catastrophic system failure, requiring a complete overhaul and replacement of the grinder pumps, floats and controls. The lift station transfers raw sewage from the police department, as well as from portions of the Sheridan County jail, to the wastewater system for the City of Sheridan. Due to the engineering and construction of the building, a gravity system was not feasible so dual pumps on a float system dispose of the waste by pumping it to city infrastructure for transfer to the WasteWater Treatment Plant.

Since June 23, 2023, staff at the department has had to periodically manually activate the pumps to transfer the sewage to prevent an overflow of the pit. It was recommended by staff of the Wastewater Treatment Plant to fully replace all components within the system due to the age of the system and availability of any replacement parts of the aging equipment should another failure occur.

Staff contacted four (4) local vendors capable of providing the equipment and service to replace the system. All four (4) vendors submitted bids for the project. Three (3) of the four (4) bids excluded electrical work, which has been estimated at approximately $5,000.00. The following is a list of the bids:

A Plus Plumbers and Appliance Repair - $27,139.00/No electrical
Rapp Plumbing and Heating - $32,725.00/No electrical
Zowada Plumbing and Heating - $35,125.00/No electrical
Westin Mechanical - $36,860.00/Electrical included

The low bid for the project was submitted by A Plus Plumbers and Appliance Repair in the amount of $27,139.00. While the Westin Mechanical bid included the electrical work, their bid would still be higher than that of A Plus Plumbers with the electrical estimate.

Since the system also services portions of the Sheridan County Jail, staff has been in contact with Sheridan County Sheriff Levi Dominguez who has indicated the Sheridan County Commission has agreed to pay for half of the costs of the system replacement. Staff will work with Sheridan County on the logistics of the payment but it is recommended that an award to A Plus Plumbers for the work.

The total estimated cost, including electrical work, for the project is $32,139.00, leaving the City's portion of the replacement at approximately **$16,069.50**.

Funding (if applicable): Staff recommends using the Building Repairs and Maintenance line item (12210.6701) for the system replacement.

END OF MEMO

A Plus Plumbers & Appliance Repair, LLC
1150 BROADWAY ST.
SHERIDAN, WYOMING 82801
Phone: (307) 672-9454
Fax: (307) 672-6790
office@aplusplumbersinc.com

BID PROPOSAL

July 12, 2023

SUBMITTED TO:	**Sheridan Police Department** **Attn: Travis Koltiska** **45 W 12th St.** **Sheridan, WY 82801** **records@sheridanwy.gov**
PROJECT:	**Replacement of Sewage Ejector Pumps, Floats, & Controls*****
BID:	**$ 27,139.00***
BID INCLUDES:	**- Materials, Tools, & Labor** **- One Duplex Suspended Wet Pit Seage System W/4" Discharge, 1HP, 1750 RPM, 208v W/Each Pump Rated 125 GPM For a 5ft Pit** **- One Alternating Float Switch For On/Off** **- One Float Switch For HWA** **- One Control Panel W/Magnetic Starters, Fused Disconnect Switches, H-O-A Switches, Pilot Lights, CCT, High Water Alarm W/Horn, Lights, Silencing Button, & Dry Contacts For Remote Alarm Signal**
DOES NOT INCLUDE:	**- No Permits or Fees** **- No Unforeseen Obstacles***** **- No Electrical**

Pricing subject to change at time of build due to current market prices, credit card charges over $500.00 incur a 4% processing fee.

****Any unforeseen obstacles and/or obstructions encountered during scope of work will be billed out as time & material***

*****Please note that this will take 4-6 weeks to arrive from date of signed contract.***

This Proposal May be Withdrawn by A Plus Plumbers, LLC. If not Accepted within 10 Days

Jack W. Donahue

A PLUS PLUMBERS, LLC. 672-9454

THIS PROPOSAL IS VALID FOR (10) TEN DAYS. IF YOU WISH TO ACCEPT THIS PROPOSAL, PLEASE INDICATE THE DESIRED OPTION(S), SIGN, DATE, & RETURN A COPY TO A PLUS PLUMBERS & APPLIANCE REPAIR. NEWLY CONSTRUCTED HOMES WILL BE PARTIALLY INVOICED AT THE END OF THE ROUGH-IN PHASE. FINAL PAYMENT IS DUE UPON COMPLETION, UNLESS PRIOR ARRANGEMENTS HAVE BEEN MADE. PLEASE NOTE THAT A 4% SERVICE FEE WILL BE APPLIED IF PAYING WITH A CREDIT CARD.

RED LINE DRAWINGS FROM THE CITY ARE REQUIRED BEFORE CONSTRUCTION.

I have the authority to order the work outlined above. I agree that late payments are subject to a 7.0% interest charge per month. I understand that if payment is not made as agreed, A Plus Plumbers & Appliance Repair, LLC. reserves the right to collect by legal means deemed necessary, at which time I will be responsible for any additional fees associated with doing so.

Proposal Accepted by:_____ **Date:**_____

Rapp Plumbing & Heating, LLC
125 North Sheridan Avenue
Sheridan, WY 82801 US
(307)429-1196
rappph@gmail.com

Estimate

ADDRESS
Sheridan Police Department
45 W. 12th St.
Sheridan, WY 82801

ESTIMATE # 1691
DATE 08/10/2023

JOB NAME
Lift Station

DESCRIPTION	QNTY	RATE	AMOUNT
The following estimate include labor and material to: -Remove and dispose of existing pumps -Install new Franklin duplex pump and control package	1	32,725.00	32,725.00
This estimate excludes: -Permits and fees -Electrical installations			

TOTAL **$32,725.00**

Accepted By

Accepted Date

HOURLY CHARGES BEGIN FROM THE TIME THE PLUMBER/APPRENTICE LEAVES THE SHOP UNTIL THEY RETURN TO THE SHOP AND INCLUDE: PARTS PICK-UP, IN-HOUSE REPAIRS, CONSULTATIONS, ETC.

CREDIT CARD PAYMENTS WILL BE ACCESSED A 3.5% PROCESSING FEE

ACCOUNTS PAST 30 DAYS PAST DUE WILL BE CHARGED A 2% MONTHLY LATE FEE

ZOWADA
PLUMBING & HEATING
Sheridan, Wyoming

Commercial • Residential • Water Systems • Water Heaters • Hot Water Heat • Solar • Steam Heat

724 Val Vista Street • P.O. Box 687 • Sheridan, Wyoming 82801

(307) 674-8254 • Fax: (307) 674-9735

Email: zph@actaccess.net

July 19, 2023

Sheridan Police Department

45 W 12th Street

Sheridan, WY 82801

PLUMBING ESTIMATE FOR NEW SEWAGE EJECTION PUMPS IN BASEMENT

Dear Nate,

I have prepared the following proposal for your use:

PLUMBING

- Includes installing 2 Sewage Ejection pumps in basement to replace existing units.
- Includes 2 Pumps, Electrical Controls to work in duplex with supplied Control Panel and High Level Alarm
- Includes materials and labor related to plumbing.
- Excludes any electrical work
- Excludes building permit and fees

PLUMBING PROPOSAL - $ 35,125.00

(6 week lead time for equipment once proposal is accepted)

Please contact me with any questions you may have.

Sincerely,

Luke T. Roush

Luke Roush

President

zph2@actaccesas.net

PO Box 82
Sheridan, WY 82801

Phone: 307-674-9260
Email: mike@westinmechanical.com

DATE: 8/10/2023

Attn: Nate WITH Police Dep.

Westin Mechanical LLC proposes to furnish labor & material in accordance with the drawings and specifications submitted, for the, Pump Replacement located at, Sheridan Police Station and to complete it in a workmanlike manner according to standard practices and local code.

Included in the scope: Grinder Pump Replacement **consisting of:**

Scope - Specification Sections:

Remove (2) existing ginder pumps with motors, controls and ball valves
Install (2) new grinder pumps with motors
Install new pump control unit.
Install (2) new 4" ball valves
Connect to existing riser pipe
Price includes electrical contractor.

Addenda:

No addenda were received at the time this proposal was prepared therefore any additional costs associated with an addendum are not included in this proposal.

Plan Pages included:

Summary: Grinder pump replacement

Base Bid:		**$ 36,860.00**
Alternate No. 1:	ADD	
Option No. 1:	ADD	

Exclusions: Any additional exclusions not listed below

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions and are hereby accepted. **This is a legally binding contract.** If purchaser defaults on this contract, he/she will be liable to pay Westin Mechanical damages, including attorney fees and costs.

1.5% interest will be charged on all accounts after 30 days from final billing.

Signature: _____ **Date:** _____

Print Name or Company: _____

Introduction:

On July 3rd 2023 Lamar Selig and Matt Burtis conducted an inspection of the wastewater and groundwater lift stations located in the mechanical room of the Sheridan Police Department (SPD) building. These pump stations were brought to our attention through conversations with other city staff and the police department staff. It became known that these pump stations did not function how they were intended and it was proposed to see if we could offer any help. The following is our opinion on the condition and suggestions for moving forward.

System Description:

Currently there are two small pump stations located in the mechanical room of the Sheridan Police Department (SPD) building. One pump station pumps building waste water to the sewer and the other pump station pumps infiltrating ground water into the sewer. Each pump station consists of two pumps and associated controls. The control system for both pump stations consists of 4 float switches. One to indicate the water level is low and to shut the pumps off. One to indicate the water level has risen and to start the first (lead) pump. One to indicate that the water level has continued to rise and to start the second (lag) pump. The final float indicates that the water level has reached a maximum level and activates an alarm. *It should be noted that at this time the automatic control associated with these float switches is not functioning so the function of each float is being assumed based on common industry systems.*

Current State:

*****These systems are very old and in very poor condition.*****

Wastewater pump station

The wastewater pump station is in significantly worse condition than the ground water pump station. One pump on the wastewater pump station has rusted and otherwise deteriorated to the point that there is a large hole in the discharge portion of the pump rendering it of no practical use in its current condition, however the motor of this pump is operational. The second wastewater pump suffered a failure of the motor. This motor was replaced with one from the ground water pump station. However the electrical supply for these two pump stations is not compatible so a cord had to be run from the ground water pump station control panel over to the wastewater pump station. While understandable in order to get the system running and prevent a sewage backup, this is not an acceptable long term solution due to safety concerns and numerous electrical codes. This motor replacement was performed by an outside contractor before city staff got involved.

Currently the second pump with the borrowed motor is functional however it does not operate in auto mode. Given the fact that this motor is being controlled by the groundwater pump station control panel there is no way that it could ever operate in auto mode in the current state. This means that someone has to physically go to the mechanical room of the SPD building a couple of times a day in order to manually turn this pump on. If this was not done, eventually the pump station would overflow and flood the mechanical room with raw sewage. This could be very dangerous and destructive, putting many critical electrical and mechanical systems at risk of irreparable failure.

From what Lamar has been told it does not sound like the wastewater pump station has operated in auto mode for a significant amount of time. On the day we looked at it we were not able to test the float switches for functionality to determine if this issue was being caused by the float switches themselves or by a failure of the proprietary and very old controller. Further testing will need to be done to determine why the auto control system does not function.

Groundwater pump station

The groundwater pump station was not looked at as in depth as the wastewater pump station was. However it suffers many of the same problems. It also does not operate in auto mode, meaning someone has to manually start and stop the pumps in order to prevent the mechanical room from flooding. Currently this pump station only has one functioning pump due to a motor being removed from it for use on the wastewater pump station. It was stated that this pump that the motor was removed from has not worked in a long time, however there appears to be an issue with the shaft coupler on this pump. At this time it is assumed that this pump may be functional if put back together properly, but further work will need to be done to verify this.

Suggestions going forward

Long term solution:

It is our recommendation that both these pump stations be put into a budget plan for complete replacement or rehabilitation. We believe this should be classified as an urgent if not emergency need. The complete failure of either of these systems could cause extensive damage to the electrical and mechanical systems of the SPD building. These stations are very old, in very poor condition, and generally obsolete. The best long term service would come from a complete replacement including the wet wells and any plumbing found to be in bad condition. This would provide brand new pumps, motors, and an updated control system in order to bolster the reliability of these systems and provide easier procurement of replacement parts.

Interim Solutions:

Due to the cost, inconvenience, and other factors it is expected that the replacement of these pump stations could take a significant amount of time. For this reason it is suggested that they be repaired as much as possible until a replacement project can be completed. The following is a list of suggestions that may delay a catastrophic failure of either of these systems and return them to working without human intervention. It is highly recommended that both of these stations be returned to a state where there are two operational pumps that will operate automatically. Without two operational pumps, a single failure could cause a flood of the mechanical room.

1. **Remove the motor from the damaged wastewater pump and install it on the second wastewater pump.**
   This would allow this pump to be controlled by the wastewater pump station control panel as intended. This would also allow the reinstallation of the borrowed groundwater pump station motor onto the groundwater pump where it belongs. Just doing this would eliminate many safety concerns and code violations. This would take a couple of hours and require no major parts.
2. **Troubleshoot wastewater pump station float switches.**
   This would be the first step in troubleshooting the auto functionality. This would take just a few minutes once the floats could be accessed and manipulated in order to test. If any floats are found to be bad they could be replaced. Replacement floats are estimated to cost about $100.00 each and are available from USA Bluebook and other suppliers that the utilities department uses regularly. Float switch failures are not uncommon, however generally floats are pretty reliable so it would be surprising if more than 1 or 2 of the floats were bad.
3. **Troubleshooting and possible replacement of wastewater pump station controller.**
   If the auto functionality is not restored once the floats are known to be good the next suspect would be the very old and obsolete controller inside the wastewater pump station control panel. It's suggested to just replace this controller with a new smart relay designed for two pump systems such as this. Again these controllers are readily available from USA Bluebook and other suppliers for less than $200.00. This would greatly simplify the system wiring and make future troubleshooting and maintenance easier.

4. **Replace or Repair damaged wastewater pump.**
   For reasons of reliability, risk avoidance, and general best practices, it is suggested that a replacement pump be sourced for the wastewater pump station to replace the existing pump with the deteriorated discharge piping. While it may be tempting to just rely on one pump while a replacement project is planned it would leave this entire system at risk of failure due to a single failure in the other pump. No information on the availability or cost of a replacement pump is available at this time. If a replacement pump can not be sourced, then short term repair of the existing pump could be investigated, just to serve as an emergency back up. Along with repair of this pump, a new motor would need to be sourced. A motor could be sourced from any number of suppliers with prices starting at less than $300.00 to over $1000.00 depending on the manufacturer and specifications of the motor chosen.

**With the completion of these things the wastewater pump station should be able to operate at full capacity in auto mode as intended.

5. **Reinstall the borrowed motor on the groundwater pump.**
   Once the borrowed motor is removed from the wastewater pump it can be reinstalled in its original location on the groundwater pump. Once this motor is reinstalled and the shaft coupler connected properly this pump could be tested to determine if it is operational.
6. **Troubleshoot groundwater pump station float switches.**
   This would be the first step in troubleshooting the auto functionality. This would take just a few minutes once the floats could be accessed and manipulated in order to test. If any floats are found to be bad they could be replaced. Replacement floats are estimated to cost about $100.00 each and are available from USA Bluebook and other suppliers that the utilities department uses regularly. Float switch failures are not uncommon, however generally floats are pretty reliable so it would be surprising if more than 1 or 2 of the floats were bad.
7. **Troubleshooting and possible replacement of groundwater pump station controller.**
   If the auto functionality is not restored once the floats are known to be good the next suspect would be the very old and obsolete controller inside the groundwater pump station control panel. It's suggested to just replace this controller with a new smart relay designed for two pump systems such as this. Again these controllers are readily available from USA Bluebook and other suppliers for less than $200.00. This would greatly simplify the system wiring and make future troubleshooting and maintenance easier.

**With the completion of these things the groundwater pump station should be able to operate at full capacity in auto mode as intended.

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 Resolution 47-23, Authorizing Public Works Department to Begin the Process to Annex Five Existing Islands Requested by Sheridan County - City Attorney Brendon Kerns
From:	Brendon Kerns, City Attorney
To:	Mayor and Council
CC:	
Date:	08/21/2023

Discussion:

See attached Memo and Resolution

Attachments

Resolution 47-23
Memo - 47-23 Authorizing Annexation Preparation
Annexation Property Map

CITY OF SHERIDAN
RESOLUTION 47-23

A RESOLUTION AUTHORIZING THE PUBLIC WORKS DEPARTMENT TO PREPARE DOCUMENTS AND TAKE ACTIONS NECESSARY TO ANNEX SIX PROPERTIES AS REQUESTED BY SHERIDAN COUNTY

WHEREAS, Sheridan County has requested the City annex six specific properties into the corporate boundary of the City; and

WHEREAS, Wyoming Statute allows the City Governing Body to annex properties into the City of Sheridan corporate boundary; and

WHEREAS, the City of Sheridan desires staff to prepare all necessary documents to annex.

BE IT RESOLVED BY THE CITY OF SHERIDAN GOVERNING BODY:

The Public Works Department shall prepare all necessary documents and take the necessary action to begin the process of annexing six specific properties identified by the County into the corporate boundary of the City in accordance with Wyoming Statute.

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

City of Sheridan

_____
Richard Bridger, Mayor

ATTEST:

_____
Cecilia Good, City Clerk

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: **August 23, 2023**
To: **Mayor and Council**
RE: **Annexation of Islands**

Mayor and Council,

Sheridan County has requested that the City initiate annexation proceedings to incorporate six specific properties into the City corporate boundary. These six properties require special ballots as a result of being located within or nearly completely surrounded by the City corporate boundary. The only method of resolving a special ballot having to be created is through annexation into the City.

The properties subject to annexation are:

(1) **2146 N Main Street** (My Buddy's Place). This property is not completely surrounded by City jurisdiction but it is an election island.

(2) **447 Canfield** – (Residential). This property is completely within the City boundary.

(3) **1305 Leopard St**. – (Residential). This property is completely within the City boundary.

(4) **1872 Fairway Lane** – (Residential without a residence). This property is completely within the City boundary.

(5) **1738 KROE Lane** – (Commercial). This property is completely within the City boundary.

(6) **1814 KROE Lane** - (Commercial). This property is completely within the City boundary.

Wyoming Statute 15-1-404 allows the Govering Body to initiate proceedings to annex the properties. To begin the annexation process, the Public Works Department must create legal descriptions of each property, create a map of the area and, draft an annexation report in order for the Governing Body to determine whether the annexation is in compliance with statute.

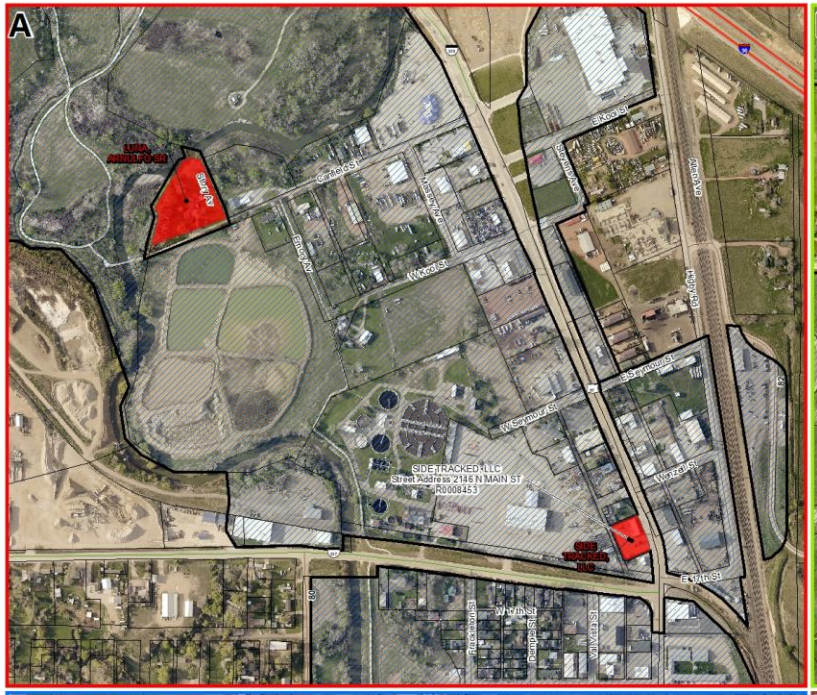
The proposed resolution is authorizing City staff to engage the services necessary to establish the legal description, create a map of the area and draft the annexation report.

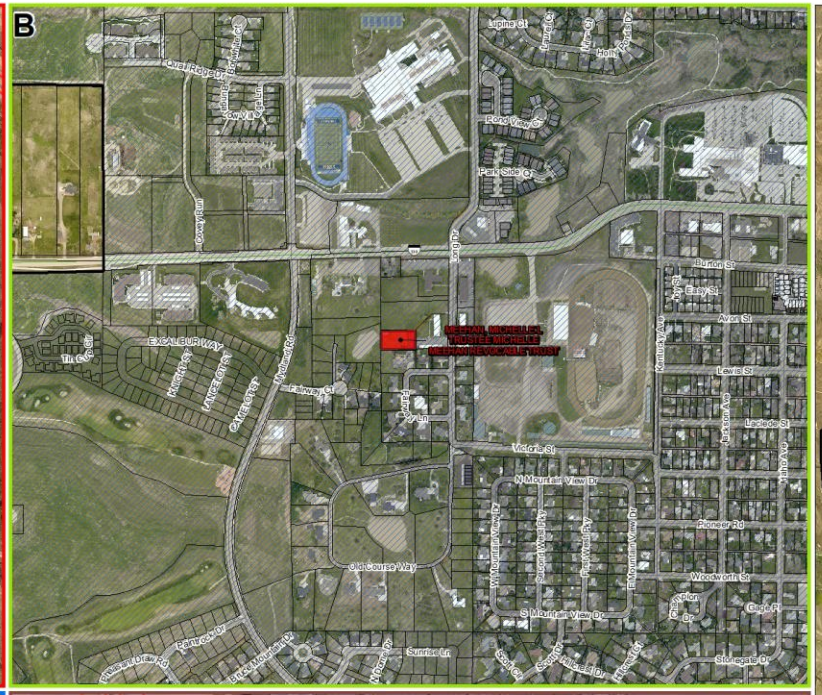
TARVER, KERNS & BUNTING, LLP

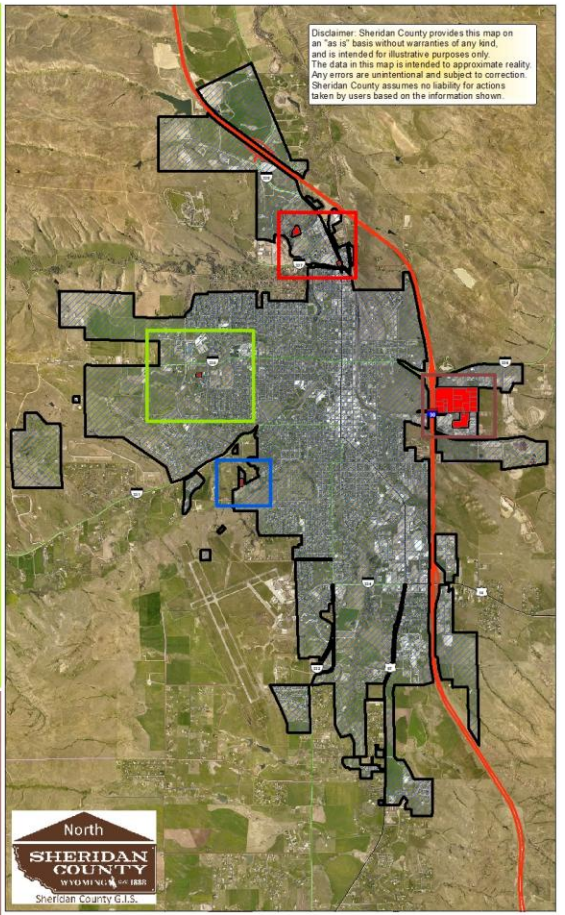


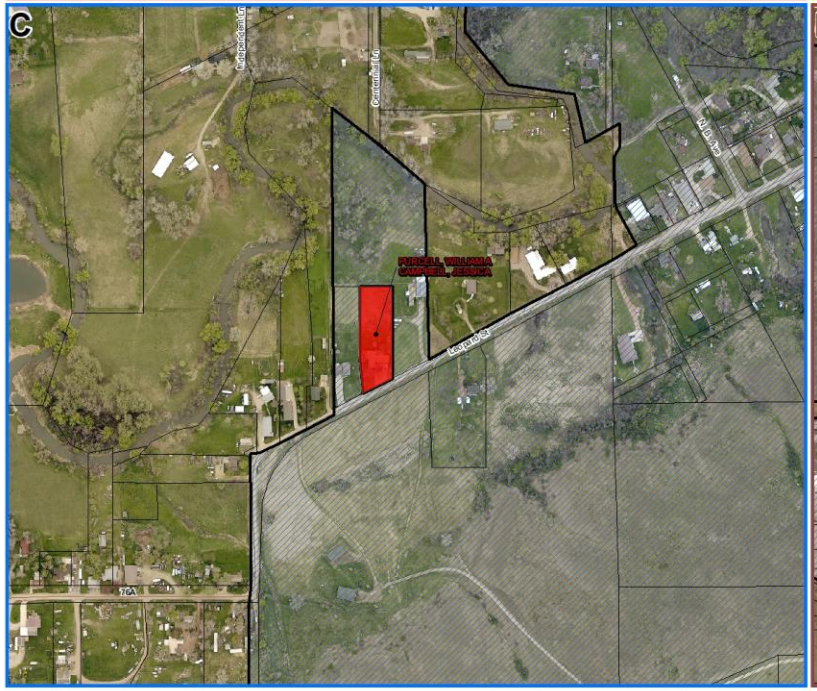
Brendon E. Kerns

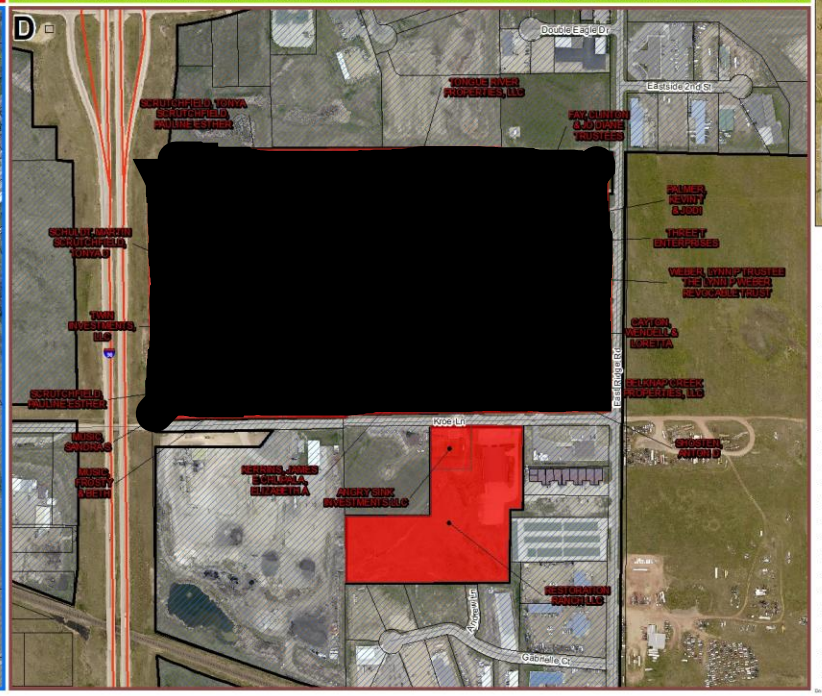
City Islands Overview











Proposed Annexation Addresses
as of December 27, 2021

Land Owners Name	Residence Address	Voter Registration Count	Population
PALMER, KEVIN T & JODI	30 EAST RIDGE RD	0	
	32 EAST RIDGE RD	2	
THREE T ENTERPRISES	7 GABLE WAY	0	
	9 GABLE WAY	0	
KERRINS, JAMES E CHLIPALA, ELIZABETH A	1707 KROE LN	4	
TWIN INVESTMENTS, LLC	1359 KROE LN	0	
	1407 KROE LN	1	11
SCHULDT, MARTIN SCRUTCHFIELD, TONYA D	298 SCRUTCHFIELD LN	0	
SCRUTCHFIELD, TONYA SCRUTCHFIELD, PAULINE ESTHER	229 SCRUTCHFIELD LN	0	
MUSIC, FROSTY & BETH	230 SCRUTCHFIELD LN	0	
MUSIC, SANDRA S	260 SCRUTCHFIELD LN	2	
SCRUTCHFIELD, PAULINE ESTHER	1417 KROE LN	0	
	1405 KROE LN	0	
TONGUE RIVER PROPERTIES, LLC	15 GABLE WAY	0	
ANGRY SINK INVESTMENTS LLC	1738 KROE LN	0	0
RESTORATION RANCH LLC	1814 KROE LN	0	
SIDE TRACKED, LLC	2146 N MAIN ST	0	0
LUNA, ARNULFO SR	447 CANFIELD ST	0	0
WEBER, LYNN P TRUSTEE THE LYNN P WEBER REVOCABLE TRUST	36 EAST RIDGE RD	0	
	40 EAST RIDGE RD	0	6
CAYTON, WENDELL & LORETTA	42 EAST RIDGE RD	0	
SHOSTEN, ANTON D	1757 KROE LN	0	
FAY, CLINTON & JO DIANE TRUSTEES	28 EAST RIDGE RD	1	7
			Total: 24

Cleanup Annexation No Split Ballot 4 Population

PURCELL, WILLIAM A CAMPBELL, JESSICA	1305 LEOPARD ST	0	4
MEEHAN, MICHELLE L TRUSTEE MICHELLE MEEHAN REVOCABLE T	1872 FAIRWAY LN (Vacant Lot)	0	0
			Total: 4

CITY OF SHERIDAN, WYOMING

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

Attorney

MEMORANDUM

Project Name:	Discussion of Ordinance 2271 Adopting City Ordinance 8-16 Commercial Snow Removal Services Requirements - City Attorney Brendon Kerns
From:	Brendon Kerns, City Attorney
To:	Mayor and Council
CC:	
Date:	08/14/2023

Recommendation:

Staff recommends approval of Ordinance 2271 as updated pending Council discussion regarding feedback and individual consideration.

Background:

This Ordinance was originally presented on 22 May 2023 in order to provide Council with adequate time to consider the impacts and hear from community members on the topic.

Discussion:

This will be a facilitated discussion for the Governing Body to discuss approving Ordinance 2271 Adopting City Ordinance 8-16 Commercial Snow Removal Services Requirements .

Attachments

Memo

Ordinance

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

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

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

MEMORANDUM

Date: **August 23, 2023**
To: **Mayor and Council**
RE: **Ordinance Establishing Commercial Snow and Ice Removal License**

Mayor and Council,

Many businesses hire snow and ice removal companies to clear their parking lots and sidewalks. The City has had problems with some of these companies when City property or private property is damaged. These damages are usually accidental and resolved by insurance. However, there have been instances in which the company does not have valid insurance, registration or the vehicle has defective equipment. There have also been instances where operators were not wearing reflective clothing resulting in near collisions.

Wyoming Statute 15-1-103 allows for the establishment of business licenses. The City only has a few businesses in which licenses are required. A snow and ice removal business license is an effective method of addressing this issue. The proposed Ordinance would require each commercial snow removal business utilizing motorized vehicles to obtain a onetime business license. The licensee would be required to have vehicle insurance, vehicle registration, properly operating equipment and proper reflective gear. An habitual violator could have their license revoked. No fee would be charged for the license.

Staff is requesting that the Governing Body decide whether to: (1) adopt a snow removal business license; or (2) adopt an ordinance that requires all snow removal businesses to meet the above described requirements without a license; (3) instruct City staff to monitor the next winter and provide data regarding the issue; or (4) take no action at this time.

If you have any questions, please let me know.

TARVER, KERNS & BUNTING, LLP

Brendon E. Kerns

ORDINANCE NO.

2271

AN ORDINANCE AMENDING CHAPTER 8, ADOPTING ARTICLE 3 REGARDING COMMERCIAL SNOW AND ICE REMOVAL SERVICES.

WHEREAS, the City of Sheridan Governing Body finds that it is necessary to ensure that commercial snow and ice removal companies are properly insured and in compliance with Wyoming Statute; and

WHEREAS, Wyoming Statute 15-1-103 allows for a City to license businesses within its jurisdiction; and

WHEREAS, a requirement for a license is the least restrictive means of ensuring compliance with Wyoming Statute.

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

The following sections shall be located in Chapter 8, in Article 3 and titled as shown below, and the sections are hereby adopted as written:

8-16 Ice and Snow Removal License

(a) Prior to operating, any person or entity which receives compensation for snow or ice removal services by utilizing a motorized vehicle, must obtain a Snow and Ice Removal License.

(b) An application for the license shall require proof of valid motor vehicle insurance in accordance with Wyoming Statute for each motorized vehicle to be utilized and execute a sworn statement declaring that:
   (1) All motorized vehicles have valid vehicle registration and insurance as required by Wyoming Statute;

   (2) All motorized vehicles are operated in a safe condition so as not to endanger any person, or which does not contain those parts or is not at all times equipped with such lamps and other equipment in proper condition and adjustment as required by Wyoming Statute, or which is equipped in any manner in violation of Wyoming Statute, or for any person to do any act forbidden or fail to perform any act required under Wyoming Statute. See W.S. 31-5-901 et. seq.;

(3) All operators have a valid driver's license;

(4) All operators are provided and wear reflective clothing during predawn operation.

(c) Any licensee whose employes, agents or contractors do not comply with sections (b)(1) through (4) above while performing snow or ice removal services, may be cited into municipal court in accordance with City of Sheridan Ordinance 8-17 and Ordinance 9-1.

(d) The City shall not assess any cost for the license.

8-17 Enforcement

(a) In addition to this Chapter, any person or entity which receives compensation for snow or ice removal services by utilizing a motorized vehicle, must comply with all applicable federal, state and local laws.

(b) A license may be revoked or suspended for a violation of any provisions of this chapter, state or federal law upon order of the court. Upon revocation or suspension, the license shall be deemed surrendered and the licensee shall cease from providing snow or ice removal services in accordance with the order of the court.

(c) Any person who provides snow or ice removal service for compensation and does not have a valid Ice and Snow Removal License shall have committed a misdemeanor subject to the sentencing provisions of Section 9-1 of the Sheridan Municipal Code.

(d) Any violation of this chapter shall be considered a misdemeanor subject to the sentencing provisions of this chapter and Section 9-1 of the Sheridan Municipal Code.

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

CITY OF SHERIDAN, WYOMING

_____

Mayor, Richard Bridger

ATTEST:

_____
City Clerk

FIRST READING: _____

SECOND READING: _____

THIRD READING: _____

PUBLISHED: _____

EFFECTIVE THE _____ DAY OF _____, 2023.

CITY OF SHERIDAN, WYOMING

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

Attorney

MEMORANDUM

Project Name:	Discussion of Ordinance 2272, Amending Code Appendix A(3)(4) Annexation Default Zoning - City Attorney Brendon Kerns
From:	Brendon Kerns, City Attorney
To:	Mayor and Council
CC:	
Date:	

Discussion:

See attached Ordinance and memo

Attachments

R1 Annexation Ordinance

R1 Annexation Memo

Complete Residential Zoning Code

ORDINANCE NO.

2272

AN ORDINANCE AMENDING APPENDIX A, ARTICLE 3 REGARDING R-1 RESIDENTIAL DISTRICT.

WHEREAS, the City of Sheridan Governing Body finds that currently Sheridan County lacks sufficient housing; and

WHEREAS, in order to address the housing supply, costs and affordability, future growth requires more housing density; and

WHEREAS, the City of Sheridan's current R-1 Zoning district limits lot size to 6,000 sq. ft. which limits density and restricts the private market.

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

The following sections shall be located in Appendix A, in Article 3, Paragraph 4 is hereby amended to read as follows:

4. Any territory hereinafter annexed to the City of Sheridan shall be zoned as an R-2 Residential District. The City Govering Body may in their discretion select any other zoning district authorized by the City of Sherian Ordinances, except R-1 Residential District, at the time of annexation.

A. No property may be rezoned as an R-1 District. Nothing herein shall prohibit real property owners, developers or other parties from implementing restrictive covenants which are more restrictive than the City R-2 District. Said restrictive covenants are not enforceable by the City and are deemed contracts between private parties.

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

CITY OF SHERIDAN, WYOMING

_____
Mayor, Richard Bridger

ATTEST:

_____
City Clerk

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: **August 23, 2023**
To: **Mayor and Council**
RE: **Ord. 2272 – Amending R-1 Zoning for rezones and annexations**

Mayor and Council,

The City of Sheridan has 9 zoning districts. Four of those zones are intended to be primarily used as residential. Below is a brief bullet point description of each residential zoning district. The complete zoning code is included in your packet.

R-1

- One-family dwelling
- Height not to exceed 35' or 3 stories
- Front yard – 25 ft
- Rear yard – 20 ft
- Side yard – 5 ft
- Lot per family – 6,000 sq. ft.
- Parking – 2 spaces per unit

R-2

- All R-1 uses
- Two-family dwellings and multiple family dwelling if not more than 4 families in a single detached building
- Height not to exceed 35' or 3 stories
- Front yard – 20 ft
- Rear yard – 20 ft
- Side yard – 5 ft
- Lot area per family – No restriction
- Parking – 1 space per dwelling or .75 per multifamily dwelling unit

R-3

- All R-2 uses
- Multifamily or apartment court
- Boarding or lodging house
- Nursing Homes
- Parking Garages with multifamily
- Height not to exceed 45 feet or 4 stories
- Front yard – 15 ft
- Rear yard – 15 ft
- Side yard – 5 ft
- Lot area – No restriction
- Lot area per family – No restriction
- Parking – 1 space per dwelling or .75 per multifamily dwelling unit

R-4

- Mobile and Manufactured home parks

City of Sheridan Code Appendix A, Article 3 Paragraph 4 states that any property annexed into the City is to be placed in the R-1 zone unless the Governing Body chooses otherwise. Thus, the presumption is that properties will be subject to the most restricted zone.

It is common knowledge that the City and County of Sheridan lacks adequate housing. See the 2020 Gruen and Gruen Study for an in-depth analysis. There is no quick fix to this issue as the private market ultimately determines the adequacy and affordability of housing. The City response to the matter consists of a multifaceted approach. Once of the most efficient methods of addressing housing is to identify where government regulation is having the unintended effect of stifling the private market. The City R-1 zone requires a minimum lot size of 6,000 sq. ft. which limits density. Thus, more land is required causing an increase in the price of a resident.

Ordinance 2272 will prohibit future subdivisions through annexation or rezone from using an R-1 zoning district. **This ordinance will not affect any currently zoned R-1 properties.** The goal is to remove the government restriction so that developers can create developments that best reflect the needs of Sheridan. Further, if a developer desires to establish minimum lots sizes, larger setbacks or restrict the types of uses in the subdivision, the developer can establish covenants. Thus, the private market will determine what types of development are necessary to address Sheridan needs.

TARVER, KERNS & BUNTING, LLP

Brendon E. Kerns

4.1 R-1 Residence District.

A. *Use Regulations.* The following uses shall be permitted:

1. One-family dwelling.

2. Public park, playground and fair grounds.

3. Public library, museum and community building.

4. Public and private school, elementary and high, college.

5. Church or other place of worship. Parish house.

6. Municipal, county, state or federal building, except for such uses as warehouse, garage or other uses customarily carried on as a business.

7. Water supply reservoir, well, tower or filter bed.

8. Telephone exchange where no public business office and no repair or storage facilities are maintained.

9. Railway right-of-way not including railway yards. Passenger station.

10. Agriculture, gardening, and nursing for the propagation of plants.

11. Home occupations as defined herein.

12. Accessory buildings and uses customarily incidental to any of the above uses.

B. *Height Regulations.* No building shall exceed a height of thirty-five (35) feet or three (3) stories except as hereinafter provided.

C. *Area Regulations*.

Front yard. The minimum front yard shall be twenty-five (25) feet. In the case of a corner lot, the primary front yard shall be the yard in which the principal entrance to the building faces, the depth shall be at least twenty-five (25) feet. The other yard between the adjacent street line and the line of the building shall be at least fifteen (15) feet in depth.

Rear yard. The minimum rear yard depth shall be twenty (20) feet.

Side yard. The minimum width of the side yard on each side of the building shall be five (5) feet.

Lot area per family. Each one-family dwelling shall be located on a lot having an area of not less than six thousand (6,000) square feet.

D. Special Exemptions allowed within an R-1 Residence District:

1. Bed and breakfast.

2. Funeral home or mortuary.

3. Hospital, sanitarium, or clinic, not including animal hospitals.

4. Home for the children or aged.

5. Offices offering professional services.

E. *Parking Regulations*. All newly erected or constructed buildings within the R-1 Residence District shall provide upon the same lot the number of accessible off-street parking spaces required by the use and area parking schedule set forth in subsection 16 of section 10 of this Ordinance. (Ord. No. 1577, § 3, 3-12-84; Ord. 1812, § 1, 5-4-98; Ord. No. 1892, § 2, 11-19-01; Ord. No. 2149, § 1, 10-6-14; Ord. No. 2172, § 1, 10-17-16; Ord. No. 2184, § 1, 4-6-18.)

5 R-2 Residence District.

A. *Use Regulations.* The following uses shall be permitted:

1. Any use permitted in the R-1 Residence District.

2. Two-family dwelling. Multiple-family dwelling for not more than four (4) families when housed in a single detached building.

3. Private club or lodge, excepting those the chief activity of which is a service customarily carried on as a business.

4. Accessory buildings and uses customarily incidental to any of the above uses.

B. *Height Regulations.* No building shall exceed a height of thirty-five (35) feet or three (3) stories except as provided by this Section.

C. *Area Regulations.*

1. Front yard. The minimum front yard depth shall be twenty (20) feet.

a. In the case of a corner lot, the primary front yard shall be the yard in which the principal entrance, as established by the building permit, to the building faces, the depth shall be at least twenty (20) feet. The other yard between the adjacent street line and the line of the building shall be at least ten (10) feet in depth.

2. Rear yard. The minimum rear yard depth shall be twenty (20) feet.

3. Side yard. If the building height is not greater than thirty-five (35) feet, the minimum width of the side yard on each side of the building shall be five (5) feet, except in the case of a common or party wall shared between two single-family attached units, and where the total number of attached single-family units in the row does not exceed four (4). For each additional foot of height where the building exceeds thirty-five (35) feet, each side yard shall be increased one (1) foot in width.

4. Lot area per family. No minimum lot size per family dwelling.

D. *Special Exemptions allowed within an R-2 Residence District:*

1. Bed and breakfast.

2. Funeral home or mortuary.

3. Hospital, sanitarium, or clinic, not including animal hospitals.

4. Home for the children or aged.

5. Professional Office.

E. *Parking Regulations.*

1. Number of Spaces Required. All newly erected or constructed structures within the R-2 Residence District shall provide upon the same lot, the number of accessible off-street parking spaces as follows:

a. Single-Family. One (1) parking space per dwelling unit.

b. Multifamily. Three quarter (0.75) parking spaces per dwelling unit.

c. All other uses shall provide the number of accessible off-street parking spaces by the use and area parking schedule set forth in City of Sheridan Appendix A, Section 10, Subsection 16.

2. On-Street Parking Credit. Off-street parking required for Residential uses may be reduced by one (1) off-street parking space for every on-street parking space abutting the development where overnight parking is allowed. Credit does not apply on designated snow routes or locations where long-term permanent parking is allowed. An on-street parking space shall be defined as follows:

a. Parallel parking - each parking space being twenty (20) feet of uninterrupted curb, where allowed.

b. Forty-five-degree diagonal - each parking space with fourteen (14) feet of uninterrupted curb, where allowed.

c. Ninety-degree (perpendicular) parking - each parking space with ten (10) feet of uninterrupted curb, where allowed.

3. Parking Restrictions.

a. Parking spaces will not obstruct a required clear vision area or violate any law.

b. On-street parking spaces credited for a specific use may not be used exclusively by that use but shall be available for general public use at all times. No signs or action limiting general public use of on-street spaces is permitted unless said use restriction is required by federal, state or local law.

c. An On-Street Parking Credit does not apply on designated snow routes or locations where long-term permanent parking is allowed. (Ord. No. 1812, § 1, 5-4-98; Ord. No. 1892, § 3, 11-19-01; Ord. 2149, § 1, 10-6-14; Ord. No. 2172, § 1, 10-17-16; Ord. No. 2184, § 1, 4-6-18; Ord. No. 2200, § 1, 11-7-19.)

6 R-3 Residence District.

A. *Use Regulations.* The following uses shall be permitted:

1. Any use permitted in the R-2 Residence District.

2. Multiple-family dwelling, or apartment court.

3. Boarding or lodging house.

4. Hospital, sanitarium, or clinic, but excluding animal hospitals.

5. Homes for the children or aged, professional offices, funeral homes or mortuaries.

6. Educational, religious, philanthropic and eleemosynary institutions, excepting asylums for the insane.

7. Storage garages and parking lots for storage in conjunction with two, three, four and multifamily dwellings only.

8. Accessory buildings and uses customarily incidental to any of the above uses.

B. *Height Regulations.* No building shall exceed a height of forty-five (45) feet or four (4) stories, except as provided by this Section.

C. *Area Regulations.*

1. Front yard. The minimum front yard depth shall be fifteen (15) feet. In the case of a corner lot, the primary front yard shall be the yard in which the principal entrance to

the building faces as established per the building permit, and the depth shall be at least fifteen (15) feet.

a. The other yard between the adjacent street line and the line of the building shall be at least ten (10) feet in depth.

2. Rear yard. The minimum rear yard depth shall be fifteen (15) feet.

3. Side yard. If the building height is not greater than thirty-five (35) feet, the minimum width of the side yard on each side of the building shall be five (5) feet, except in the case of a common or party wall shared between two single-family attached units. For each additional foot of height where the building exceeds thirty-five (35) feet, each side yard shall be increased one (1) foot in width.

4. Lot area per family. No minimum lot size per family dwelling.

D. *Parking Regulations.*

1. Number of Spaces Required. For all newly erected or constructed structures within the R-3 Residence District, the owner shall provide, upon the same lot, the number of accessible off-street parking spaces as follows:

a. Single-Family. One (1) parking space per dwelling unit.

b. Multifamily. Three quarter (0.75) parking spaces per dwelling unit.

c. All other uses shall provide the number of accessible off-street parking spaces by the use and area parking schedule set forth in City Ordinance Appendix A, Section 10, Subsection 16.

2. On-Street Parking Credit. Off-street parking required for Residential uses may be reduced by one (1) off-street parking space for every on-street parking space abutting the development where overnight parking is allowed. On-Street Parking credit does not apply on designated snow routes or locations where long-term permanent parking is allowed. An on-street parking space shall be defined as follows:

a. Parallel parking, - each parking space being twenty (20) feet of uninterrupted curb, where allowed.

b. Forty-five-degree diagonal - each parking space being fourteen (14) feet of uninterrupted curb, where allowed.

c. Ninety-degree (perpendicular) parking - each parking space being ten (10) feet of uninterrupted curb, where allowed.

3. Parking Restrictions.

a. Parking spaces will not obstruct a required clear vision area or violate any law.

b. On-street parking spaces credited for a specific use may not be used exclusively by that use but shall be available for general public use at all times. No signs or action limiting general public use of on-street spaces is permitted unless said use restriction is required by federal, state or local law.

c. An On-Street Parking Credit does not apply on designated snow routes or locations where long-term permanent parking is allowed. (Ord. No. 1163, § 1, 4-4-70; Ord. No. 1269, § 2, 7-8-74; Ord. No. 1718, § 3, 5-17-93; Ord. No. 1812, § 1, 5-4-98; Ord. No. 1892, § 4, 11-19-01; Ord. No. 2149, § 1, 10-6-14; Ord. No. 2172, § 1, 10-17-16; Ord. No. 2184, § 1, 4-6-18; Ord. No. 2200, § 1, 11-7-19.)

6A R-4 Residence District.

There is hereby created an R-4 Residence District.

A. *Use Regulations.* The following uses shall be permitted.

1. Mobile and manufactured home parks.

2. Accessory buildings and uses customarily incidental to the above uses.

B. *Spacing and Area Regulations.* The spacing and area regulations shall be regulated by Ordinance No. 1284 relating to mobile home parks, codified as Appendix C of the Sheridan City Code.

C. *Reserved*.

D. *Parking Regulations*. A mobile or manufactured home park shall provide off-street parking as regulated by Sheridan City Code Appendix C. (Ord. No. 1053, § 2, 7-10-61; Ord. No. 1637, § 4, 4-6-87; Ord. No. 1827, § 1, 12-21-98; Ord. No. 1892, § 5, 11-19-01; Ord. No. 2149, § 1, 10-6-14; Ord. No. 2184, § 1, 4-6-18.)

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 Constitutional Validity of Municipal Expenditures - City Attorney Brendon Kerns
From:	Brendon Kerns, City Attorney
To:	Mayor and Council
CC:	
Date:	

Discussion:

See attached memo

Attachments

Memo

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: August 7, 2023
TO: Mayor and City Council
RE: 1% Allocation

It has been requested by the Mayor, on behalf of Councilman Weitzel, that I provide analysis regarding the interpretation of Article 16, Section 6 of the Wyoming Constitution regarding one cent allocations to nonprofit organizations. It should be noted that the designation of an organization as a nonprofit is irrelevant to this analysis. A federal or state tax designation has no bearing on whether an expenditure is constitutional.

The City currently provides funds for a variety of nonprofits and organizations which perform a number of services for the public. The funds being used are generated from the 1% optional sales tax. See W.S. § 39-15-204(a)(i). Municipal spending is limited by Wyoming Constitution Article 16, Section 6 which states:

> "(a) Neither the state nor any county, city, township, town, school district, or any other political subdivision, shall:
>
> > (i) Loan or give its credit or make donations to or in aid of any individual, association or corporation, except for necessary support of the poor;"

The meaning of "donation" or "aid" is not defined by statute. However, the statute does define the synonym "gift" being "anything of value to the extent that consideration of equal or greater value is not received". (W.S. § 9-13-102). As you will see with the following factor test identified by the Wyoming Supreme Court and the Wyoming Attorney General Office, the principal of whether there is adequate value received determines whether donation or aid has been given.

When analyzing Article 16, Section 6(a)(i), the Wyoming Attorney General and the Wyoming Supreme Court have identified three factors for interpreting the constitutionality of the expense: (1) Does a public purpose exist for the transaction?; (2) If the transaction may result in a private benefit, has adequate consideration been exchanged—in other words, is there sufficient benefit accruing to the State (City)?; and (3) Is there independent statutory authority for the State (City) to act in the manner intended? *See, e.g., Uhls v. State ex rel. City of Cheyenne*, 429 P.2d 74, 86 (Wyo. 1967); *Witzenburger v. State ex rel. Wyo. Cmty. Dev. Auth.*, 575 P.2d 1100, 1133

(Wyo. 1978); *U.S. West Commc'ns, Inc. v. Wyo. Pub. Serv. Comm'n*, 907 P.2d 343, 346 (Wyo. 1995).

Factor 1: Does a public purpose exist for the transaction?

The basis for analyzing the public purpose requirement is defined in the *Uhls* case. In *Uhls*, the City of Cheyenne proposed financing $25,000,000 for the Frontier Refining Project through the issuance of bonds and a purchase agreement with options. Among other questions, was whether the expected benefit from job creation and tax revenue was a sufficient "public purpose" to justify the use of public credit for a private endeavor. *Uhls* offers the following guidance:

> "Whether a particular act or conduct is a 'public purpose' is a matter of law for judicial determination and not a question of fact; however, where the legislative judgment as to a 'public purpose' is apparent, that judgment will not be interfered with by the courts unless the judicial mind conceives it to be without reasonable relation to the public interest and welfare."

Uhls, 429 P.2d at 86-87. A "public purpose" may determined by the legislature as expressly or impliedly stated. When it is expressly stated, then only a "reasonable relation to the public interest and welfare" is required. In *Uhls*, the Wyoming Supreme Court recognized "public economic benefits flowing from new or expanded industry" as a "public purpose." *Id.* There is no explicit stated purpose within statute which allows for the use of public funds to be used in anticipation of a new industry and therefore such an expenditure is implied. Ergo, even a potential or unrealized benefit to the public may be sufficient to satisfy this factor.

In application to the 1% question, each 1% recipient must be providing a service which would be in the public's interest. Only a reasonable relation to the public interest is required. For example, the Sheridan Chamber of Commerce receives $50,000.00 from the City and provides business support services, advertising for Sheridan and business outreach. Business support is an implied public purpose found throughout Wyoming Statute. Thus, there is an easily defined reasonable relation to the public interest between the City expenditure and an allowable public purpose.

Factor 2: If the transaction may result in a private benefit, has adequate consideration been exchanged—in other words, is there sufficient benefit accruing to the State?

Although Article 16, Section 6 prohibits lending public credit for a private purpose, it does not prohibit the use of public debt for a public purpose even though a private benefit may accrue incidental to that purpose. *Witzenburger*, 575 P.2d at 1133. If the private benefit is more than incidental, however, there must be an exchange of adequate consideration. *Frank v. City of Cody*, 572 P.2d 1106, 1111-12 (Wyo. 1972). Stated more plainly, if a private entity is going to benefit then the City has to receive adequate compensation.

The benefit that the City provides for a private purpose must be determined by the Governing Body to be something that results in an equal or greater value to the public. The benefit in contractual terms is defined as consideration. Consideration may take a variety of forms but is generally defined as "the performance of some act, a forbearance, or the creation, modification, or destruction of a legal relationship." *Schlesinger v. Woodcock*, 2001 WY 120, ¶ 14, 35 P.3d 1232, 1237 (Wyo. 2001). For example, the City provides the Downtown Sheridan Association (DSA), $60,000.00 as part of its 1% program. The consideration that the City receives includes downtown beautification, Main Street promotion and certifications, business assistance and event planning. By making this award, the Governing Body has determined that the private benefit to DSA results in equal or greater consideration given to the public. To further illustrate, if the City is building a street and the contractor bids the project, the City Govering Body awards the bid and approves the consideration. The Govering Body is declaring that the money paid to the contractor, a private interest, results in adequate consideration (value) to the public.

This factor is the single most politically relevant issue as the other two factors are determined by Wyoming Statute. The City Governing Body is ultimately responsible for determining whether the consideration that is being received is sufficient.

Factor 3: Is there independent statutory authority for the State to act in the manner intended?

A Municipality only has the powers granted to it by the legislature. Those powers are either explicit (written statutes), or implied (powers necessary to carry out explicit powers). The Wyoming Supreme Court has stated:

> "The people of the municipalities, however, do not define for themselves their own rights, privileges and powers, nor is there any common law which draws a definite line of distinction between the powers which may be exercised by the State, and those which must be left to the local government. The municipalities must look to the State for such charters of government as the legislature shall see fit to provide; … the local authorities can exercise those only which are expressly or impliedly conferred, and subject to such regulations or restrictions as are annexed to the grant." *Stewart V. City of Cheyenne*, 154 P.2d 355, 361 (Wyo. 1944)

Thus, only those powers explicitly or impliedly allowed by Wyoming Statute or the Wyoming Constitution can be exercised by the City. The actions which a city may take are generally found in W.S. § 15-1-103. Those found in the statute are considered expressed powers as they are written. Implied powers are those necessary to affect the expressed powers. For example, W.S. § 15-10-101 and 103 expressly allow for a city to "Provide, or assist in providing by any suitable method decent, safe and sanitary housing and related facilities to persons of low

income". Implied from the expressed power is that the City is authorized to fund Habitat for Humanity housing as it provides housing to those with low income.

In conclusion, 1% fund recipients must provide services which have a public purpose authorized by statute, the City must receive equal or greater consideration, and the services provided by the recipients must be allowed by Wyoming Statute. The contracting with nonprofits for public purposes is clearly constitutional provided the specific allocation results in adequate consideration. Whether adequate consideration exists is ultimately a determination for the Governing Body.

TARVER, KERNS & BUNTING, LLP



BRENDON E. KERNS