AGENDA
CITY OF SHERIDAN
DECEMBER 18, 2023
REGULAR COUNCIL MEETING START 7:00 P.M.

1. Call to Order

2. Pledge of Allegiance

3. Invocation to be given by Greg Green, Illuminate Church

4. Roll Call of Members

5. Consideration of Agenda

6. Community Update

   A. Sheridan Memorial Hospital - Mike McCafferty, Chief Executive Officer

   B. Sagebrush Community Garden - Stella Montano, Committee Member

7. Staff Update

   A. ACOE 1135 Ecosystem Restoration Project - Mill Park

8. Comments from the Public

9. Consent Agenda

   A. Reappointment of Councilmember Greg Luhman to the Sheridan Area Water Supply Joint Powers Board (SAWS-JPB) for a term expiring December 31, 2026.

   B. Appointment of Councilmember Andrew Patceg to the City of Sheridan Finance Committee for a term expiring on December 31, 2026.

   C. Minutes of Regular Council Meeting December 4, 2023

   D. Claims

OLD BUSINESS

10. Consideration of Third and Final Reading for PL-23-42, Ordinance 2273, Rezone of 2530 and 2580 Dry Ranch Rd - Public Works Director Hanns Mercer

NEW BUSINESS

11. Consideration of a Contract for Professional Services with Burns & McDonnell, in the amount of $114,519, for Landfill Title V Permitting - Utilities Director Dan Roberts

12. City Hall Elevator Major Maintenance in the Amount of $169,250 - Public Works Director Hanns Mercer

13. Council Comments and Requests for Future Agenda Items

14. Executive Session per SS Section 16-4-405, (ii) To consider the appointment, employment, right to practice or dismissal of a public officer, professional person or employee, or to hear complaints or charges brought against an employee, professional person or officer, unless the employee, professional person or officer requests a public hearing. The governing body may exclude from any public or private hearing during the examination of a witness, any or all other witnesses in the matter being investigated. Following the hearing or executive session, the governing body may deliberate on its decision in executive sessions;

15. Adjournment

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

Executive

MEMORANDUM

Project Name:	**Reappointment of Councilmember Greg Luhman to the Sheridan Area Water Supply Joint Powers Board (SAWS-JPB) for a term expiring December 31, 2026.**
From:	Jennifer Rizer, Executive Assistant
To:	Mayor and Council
CC:	City Administrator Stuart McRae
Date:	12/18/2023

Recommendation:

Please see the attached Appointment Memo.

Attachments

Appointment Memo

Mayor Richard Bridger
P.O. Box 848
55 Grinnell Plaza
Sheridan, WY 82801

CITY OF Sheridan
WYOMING

Ph. (307) 675-4202
www.sheridanwy.net

MEMORANDUM

DATE: December 18, 2023

FROM: Mayor Rich Bridger

TO: City Council

RE: Mayoral Appointment

Fellow Council Members:

I hereby recommend the reappointment of Councilmember Greg Luhman to the Sheridan Area Water Supply Joint Powers Board (SAWS-JPB) for a term expiring on December 31, 2026.

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

Executive

MEMORANDUM

Project Name:	**Appointment of Councilmember Andrew Patceg to the City of Sheridan Finance Committee for a term expiring on December 31, 2026.**
From:	Jennifer Rizer, Executive Assistant
To:	Mayor and Council
CC:	City Administrator Stuart McRae
Date:	12/18/2023

Recommendation:

Please see the attached Appointment Memo.

Attachments

Appointment Memo

Office of the Mayor
55 Grinnell Plaza
Sheridan, WY 82801
307-675-4202

MEMORANDUM

DATE: December 18, 2023

FROM: Mayor Richard Bridger

TO: City Council

RE: Appointment of Andrew Patceg to the City of Sheridan Finance Committee

Fellow Council Members:

Appointment of Councilmember Andrew Patceg to the City of Sheridan Finance Committee for a term expiring on December 31, 2026.

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

Clerk

MEMORANDUM

Project Name:	**Minutes of Regular Council Meeting December 4, 2023**
From:	Candace Ainslie, Assistant Clerk
To:	Mayor and Council
CC:	
Date:	

Attachments

Minutes

CITY OF SHERIDAN, WYOMING

MINUTES OF REGULAR COUNCIL MEETING

COUNCIL CHAMBERS **7:00 P.M.** **December 4, 2023**

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

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

3. The invocation was led by Jim Barth, First United Methodist Church

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

5. Councilmember Weitzel moved, seconded by Councilmember Luhman to approve the agenda.

Voice vote: unanimous.

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

6. Community Update

A. Sheridan County Chamber of Commerce Executive Officer Dixie Johnson gave an update to Council.

B. Sheridan Travel & Tourism Executive Director Shawn Parker presented an update to Council.

7. Staff Update

A. The Parks Department introduced new staff members.

8. Comments from the Public

There were no comments from the public.

9. Consent Agenda

A. Resource Allocation up to $5,000 for the 2024 WYO Rodeo
B. Consideration of a three-year contract, in the amount of $189,939.09, to Clean Harbors for Household Hazardous Waste Disposal Services
C. Minutes of Regular Council Meeting November 20, 2023
D. Claims

Aaron Perez Upgrade speaker wire in station CBrutlag $3,865.00
Alina M Gaona Janitorial Services for Parks Dept. $875.00
Amazon Capital Services #A33MIR27FEZN42 PPE: Half and full face respirators $13.47
Amazon Capital Services #A33MIR27FEZN42 ITEM: 6Inch Turbo Row Diamond Grinding Cup Wheel $73.80
Amazon Capital Services #A33MIR27FEZN42 staple remover, page protectors, gold seals $55.81
Amazon Capital Services #A33MIR27FEZN42 storage cabinet, book, mouse pad, pens $168.52

Amazon Capital Services #A33MIR27FEZN42 binder, post its, paper, sharpie, mouse, dividers $104.40
Amazon Capital Services #A33MIR27FEZN42 calendar, paper clips, paper $121.57
Amazon Capital Services #A33MIR27FEZN42 ITEM: 18-8 Stainless Steel Brass Tip Set Screw 1/ $38.62
Amazon Capital Services #A33MIR27FEZN42 sqeegee, vinyl mat, transfer tape, scraper $79.30
Amazon Capital Services #A33MIR27FEZN42 gloves, cleaner, calendars, deodorizers, trash bag $522.34
Amazon Capital Services #A33MIR27FEZN42 magnetic holders, hot water boiler, stamp $58.95
Amazon Capital Services #A33MIR27FEZN42 toner cartridge $105.48
Amazon Capital Services #A33MIR27FEZN42 wireless printer, pens, mailers $356.46
American Welding & Gas Inc Gas for welding supplies UM shop $87.62
American Welding & Gas Inc st337 - 13/16"x1" depth cutter $62.88
American Welding & Gas Inc round soarstone holder $20.82
Arete Design Group Recycle Center Add CA & Closeout 8/26/23 - 10/27/2 $1,508.25
AT&T Mobility Aircard charges $480.48
Becker First Responder CO LLC Bunker Clothing for New Hires-JDrozdowski-TTippets $16,820.00
Bighorn Design Studio LLC Jacket & Vest - Streets $24.00
Bighorn Design Studio LLC Shirts - Signs $170.00
Bighorn Security LLC Rekeyed Landfill Mall Doors $234.98
Brian's Boot & Shoe Company Mucks for Tom Brown $161.95
Brian's Boot & Shoe Company Boots for Tom Brown $197.95
Buffalo Computer Consulting LLC FY24 Computer Replacement Plan $28,040.00
Burns & Mc Donnell LRCM Prof. Svcs. - Oct. 2023 $12,937.49
C & K Equipment Sales Inc Lawnmower Parts $22.51
C & K Equipment Sales Inc Lawnmower Supplies/Parts $126.94
Carolina Software Back Up Signature Pad $345.03
Carquest Auto Parts air and oil filter $12.94
Carquest Auto Parts oil filter $4.19
Carquest Auto Parts fuel filter $19.94
Carquest Auto Parts lube, bypass lube, air filter $93.42
Carquest Auto Parts fuel, spin off $30.44
Carquest Auto Parts fuel spin on, by pass lube $68.22
Carquest Auto Parts Coolant - Service Center $146.19
Carquest Auto Parts return of antifreeze ($34.68)
Carquest Auto Parts Leak Detector - Service Center $45.53
Carquest Auto Parts Extension cord and wrenches for KGC $242.76
Carquest Auto Parts 3030 combo 3 stroke $65.59
Carquest Auto Parts 22 Xtraclear $26.78
Carquest Auto Parts HS Tube, Butt terminal, duck bill $60.13
Carquest Auto Parts STT lamp $52.69
Carquest Auto Parts exterior door handle $50.59
Carquest Auto Parts RV antifreeze $34.68
Carquest Auto Parts RV antifreeze $34.68
Carquest Auto Parts AIR $86.44
Carter-Isakson Appraisals Inc NE Transmission - Easement Appraisal $7,500.00
Caterpillar Financial Services Corp Lease payment for D6T-TMY00373 $145,232.02
CDG Engineers Inc S. Downtown - Prof. Svcs. 10/1/23 - 10/31/23 $10,840.30
CED- Consolidated Electrical Distributers Inc 250V Fuses - Signs $189.60
CMI-Teco WC718 - wiper-washer switch $534.27
Cobra Crete LLC Concrete Work - Streets $3,800.00
Collection Professionals Inc CPI Acct # 1885 Collections 10/1-10/31/2023-brv $239.10
Communication Technologies Antenna - Snow/Ice $277.33
Comtronix UM fire monitoring $120.00
Corporate Traditions LLC Employee Recognition - Years of Service $580.00
Crescent Electric Supply Co 1.25 inch conduit hole seal x3 $78.16
Crescent Electric Supply Co 1in Conduit Hole Seal x3 $71.42
Crescent Electric Supply Co Liquidtite, Connector, Supplies $255.91
Dana Kepner Company PRV repair kit - Airport $490.00
Dawson Infrastructure Solutions LLC Repair camera truck camera $3,200.47
DOWL LLC E. 5th St Corridor -Prof. Svcs.10/22/23 - 11/18/23 $4,275.00
DOWL LLC NE Transmission - Prof. Svcs. 10/22/23 - 11/18/23 $7,929.60
DOWL LLC Airport Trans - Prof. Svcs. 10/22/23 - 11/18/23 $3,325.00
Earth Work Solutions Landfill T678 Pay App #10 - Retainage $262,477.95
Earth Work Solutions Landfill T678 Pay App #10 $384,029.38
Econowash LLC Laundry - Service Center $48.00
Employ LLC temporary labor for recycling $495.43
Employ LLC temporary labor for recycling $4,064.45
Energy Laboratories Inc TOC sample analysis invoice $212.80
Energy Management Corp Banes 3/4HP 480V 3ph x1 $1,600.12
Everbridge Inc Snow Alert Notification Software $7,546.70
Farmers Co-op Oil Co Fuel for Utility 1 MGalloway 10-31-2023 Invoice 11 $46.30
Farmers Co-op Oil Co Fuel for Landfill 11/03/23 $2,569.03
Farmers Co-op Oil Co LP for forklift $15.19
Farmers Co-op Oil Co Fuel for Landfill 11/13/23 $2,409.40
Fastenal Company Locate Paint $127.32
Fastenal Company st337 - hardware $12.00
Ferguson Waterworks #1701 6 1/2 CC Saddle $370.00
Ferguson Waterworks #1701 Saddles and brass $264.00
Ferguson Waterworks #1701 1" CC Corps $1,440.00
Ferguson Waterworks #1701 1" Male by 3/4" Female $319.04
Ferguson Waterworks #1701 Saddles and brass $199.00
Ferguson Waterworks #1701 Valve jetter $54.43
Force America Distributing LLC snow - hyd. conn. for brine sprayers $1,238.95
Force America Distributing LLC Control System - Snow/Ice $3,043.93
Forge Physio & Performance LLC Blacktooth Park anchors for exercise equipment $365.34
Fremarek Inc Chemicals for sewer, deodarizer, anti seize $869.27
Fremarek Inc Floor Cleaner - Service Center $656.14
Front Range Fire Apparatus LTD Parts for Tower 1 $142.91
Galls LLC Uniform Gear $20.77
Gillette Steel Center Inc SNE911 - 1/2"-3/4" hardox 450 plate $3,212.00
Grainger Inc ST310 sander attach - conveyor belt $509.10
Grainger Inc Ratchet Crimper - Service Center $54.04
Granicus Video Streaming Services (Swagit) FY24 $1,295.00
Hardrives Construction Inc 2023 Crack Sealing - mob, T/C & crack sealing $103,235.98
Hawkins Inc Stackable Poly tote $50.00
Home Depot Credit Services Concrete Mix - Signs $280.98
Home Depot Credit Services Range Supplies $62.60
Home Depot Credit Services Cordmate Channel Supplies $31.71
Home Depot Credit Services Patch Cable, Lumber Supplies $37.53
Home Depot Credit Services Cordmate Channel Supplies $28.92
Home Depot Credit Services Tools - Snow/Ice $252.94
Home Depot Credit Services ST447 - plug, connector & elec tape $73.22
Home Depot Credit Services J-B Weld Clearweld for Beautiful Historic Sheridan ($59.80)
Home Depot Credit Services Extension cord and wrenches for KGC $47.85
Home Depot Credit Services Golf course supplies and non-cap equipment $354.96
Home Depot Credit Services Salt for City Hall and stakes for KGC $160.73
Humdinger Equipment LTD Turbo Actuator for TANA LF473 $2,558.13
IBS Inc Misc Parts - Service Center $1,360.42
IBS Inc Gloves - Snow/Ice $517.55
InfoSend Inc monthly service fee/email fee - Oct $138.10
InfoSend Inc printing/mailing/inserts - Oct $6,038.93
Interstate Engineering Inc GIS & Planning Svcs. thru 11/11/23 $4,785.00
Interstate Engineering Inc Hillslide - warranty survey 08/2023 $2,240.64
Interstate Engineering Inc Kendrick Park Pool Prof. Svcs. 9/10/23 - 11/11/23 $137,210.00
John Deere Financial #1111308145 Uniform supplies for Weed and Pest $162.98
John Deere Financial #1111308145 Barrel Pump - Snow/Ice $46.99
John Deere Financial #1111308145 (4) Pair of Pants for Tom Brown $194.96
John Deere Financial #1111308145 (4) Pair of Pants for Charles Martineau $174.96
John Deere Financial #1111308145 Pole saw and chainsaw parts for Community Forestry $327.99
John Deere Financial #1111308145 Irrigation pump for KGC $250.00

John Deere Financial #1111308145 Chop Saw Wheel $19.98
Joshua Shihadel Fence Repair for 308 Bryant Street $450.00
Justin Koltiska Concrete for Blacktooth exercise foundation $700.00
Kerns & Bunting LLC City attorney November fees $12,840.00
Kerns & Bunting LLC Prosecuting attorney November fees $5,775.00
Kois Brothers Equipment Co wc314 - slide bearings + freight $2,147.33
Kois Brothers Equipment Co WC37 - 23yd cyl w/o scrapers (2) + freight $12,128.37
L J Wright Ironworks & Design Inc Cutting edges - Snow/Ice $2,308.52
Leininger Law LLC Public defender for Barajas $80.00
Lube Refiners LLC PD137 - LOF service $81.06
Luckydog Recreation Replacement slide piece for Kendrick Park $1,203.29
Luke A Goddard Medical Doctor Coverage for SFR for December 2023 $500.00
Main Frame Mayor/City Council Portrait Frames and Engraved Br $1,258.00
MC2 Engineering & Construction Beltway Ph I Design - 7/1/23 - 10/21/23 $2,060.40
McMaster-Carr Supply Co Torx Screws, Pitch Tool $49.02
Memorial Hospital of Sheridan County Annual medical Labs for firefighters $36.00
Memorial Hospital of Sheridan County Annual medical Labs for firefighters $36.00
Memorial Hospital of Sheridan County Annual medical Labs for firefighters $68.00
Memorial Hospital of Sheridan County Annual medical Labs for firefighters $36.00
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Memorial Hospital of Sheridan County Annual medical Labs for firefighters $36.00
Memorial Hospital of Sheridan County Annual medical Labs for firefighters $36.00
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Memorial Hospital of Sheridan County Annual medical Labs for firefighters $36.00
Memorial Hospital of Sheridan County Annual medical Labs for firefighters $36.00
Memorial Hospital of Sheridan County Annual medical Labs for firefighters $36.00
Midland Implement Co Inc Finance charge $5.00
Midland Implement Co Inc Flow regulator and screws for Toro mower at KGC $95.81
Midland Implement Co Inc Switch for KGC mower $15.89
Mike's Electric Inc Water fountain compressor replacement at Kendrick $474.35
Modern Machinery Co Inc LF476 - hyd motor, hardware + freight $3,689.87
Motor Power Equipment Co ww381 - kin pin kit + freight $256.63
Motor Power Equipment Co WW381 - nut wheel hub bolts + freight $125.30
Mountain States Lighting Main St. misc. - replace old style bases $6,016.00
Mullinax Concrete Service & Irrigation Pea Gravel - Snow/Ice $754.05
Mullinax Concrete Service & Irrigation Washed Sand - Snow/Ice $894.21
Napa Auto Parts Valve extensions for MS-99; Specialist Penetrant S $31.27
Napa Auto Parts return of wiper arm ($21.59)
Napa Auto Parts refunded extensions ($21.58)
Napa Auto Parts battery $283.48
Napa Auto Parts trailer connection plug $20.16
Napa Auto Parts 22in exactfitblade $26.48
Napa Auto Parts blister pack capsules $15.29
Napa Auto Parts fitting, gr hose $15.75
Napa Auto Parts DRY/CRTD $34.19
Napa Auto Parts halogen sealed beams $9.39
Napa Auto Parts return of battery ($36.00)
Napa Auto Parts Heat Shrink Tubing - Snow/Ice $17.43
Norco Inc large trash bags for city hall $50.71
Norco Inc Safety Sunglasses and Paper Towels $104.72
Office Shop Inc UM copier charges $32.01
Office Shop Inc Streets - copies on lease copier ID #6849 11/2/23 $42.21
Office Shop Inc Copier charges $117.72
Office Shop Inc 1st floor copier monthly copy charges $287.55
Office Shop Inc 3rd floor copier monthly copy charges $228.53
Office Shop Inc City Hall copier usage 10/25/23-11/24/23 #849-07 $292.64
One-Time Customer Refund Vendor Refund-1225 Broadway St. #4 $23.41
One-Time Customer Refund Vendor Deposit Refund-559 Coffeen Ave $97.18
One-Time Customer Refund Vendor Recycling Refund-1384 Coffeen Ave $918.78
One-Time Customer Refund Vendor Refund-625 E 5th St. #IRRG $61.16
One-Time Customer Refund Vendor Refund-244 W 15th St. $16.61
One-Time Employee Reimbursement Vendor CDL license reimbursment $134.50
One-Time Employee Reimbursement Vendor WTP Level I Exam: License reimbursement for Alex P $100.00
One-Time Employee Reimbursement Vendor Tennis Shoe Reimbursement $39.59
One-Time Employee Reimbursement Vendor Reimbursement for (2) Pair of Pants $120.00
One-Time Employee Reimbursement Vendor K-9 Medication $37.09
One-Time Employee Reimbursement Vendor Per Diem - Signs $354.50
One-Time Employee Reimbursement Vendor Per Diem - Signs $354.50
One-Time Employee Reimbursement Vendor R. Czaplinski Travel Reimbursement for 11/2023 $197.50
One-Time Employee Reimbursement Vendor Wellness Participation Reimbursement: Cecilia Good $150.00
Otis Elevator Company 10 year Elevator Maintenace $5,625.00
Paymentus Corporation prepaid minutes package $1,215.00
Pi Variables Inc Flares $2,800.00
Powder River Heating & Air Conditioning Inc Labor for Heater Diagnosis in Scale House and HHW $526.49
Powder River Power of Sheridan Inc WC37 - oil seals $29.26
Powder River Power of Sheridan Inc WC37 - hyd hoses, fittings & sleeves $276.24
PreCise MRM LLC Snow - connections for brine sprayers $4,391.45
PreCise MRM LLC ST304 - parts for tracking system $326.52
PreCise MRM LLC return of air and road temp sensor ($1,050.00)
Quill LLC calendars, pens, holder, dater $131.44
Quill LLC Ziploc sliders and paper towel rolls $78.57
Range Range bills for November $2,796.46
Rapid Fire Protection Inc SFR Annual Sprinkler and backflow inspections Nove $250.00
Rhonda M Gould Seamstress $20.00
Rocky Mountain Scale Works Landfill Scale - scale rental (month 6) $5,000.00
Roll 'N' Rite Doors Inc New overhead door for KGC Mx shop $6,168.13
SAWSJPB annual contribution of 20 inch water line $69,319.98
SAWSJPB PMFT Loan Payment $25,771.00
Servall Uniform & Linen Supply Clean Rugs for SFR 11-23-2023 $35.32
Servall Uniform & Linen Supply UM rug cleaning $104.19
Servall Uniform & Linen Supply Rug Cleaning $195.64
Servall Uniform & Linen Supply Bi Weekly Rug Cleaning for Landfill $260.28
Servall Uniform & Linen Supply Bi Weekly Rug Cleaning for Recycling Center $40.56
Servall Uniform & Linen Supply Rugs, mops, etc. - Streets $196.93
Servicewear Apparel Inc Jeans - Streets $20.55
Sheridan Commercial Co boot and shoe scrubber for city hall entrance $26.97
Sheridan Commercial Co Fasteners & Anchors - Signs $3.20
Sheridan Commercial Co 14ML CLR 5 Min Epoxy for station WDobrenz 11-20-20 $6.63
Sheridan Commercial Co Bolts, Clamps, S Hooks, Fasteners and Anchors $50.98
Sheridan Commercial Co Fem Coupler - Snow/Ice $2.59
Sheridan Commercial Co st337 - fasteners & anchors $34.95
Sheridan County Chamber of Commerce Leadership Sheridan County $1,050.00
Sheridan County Public Health Jason Hinz Twinrix #3 $140.00
Sheridan County Public Health Mark Conrad Twinrix #3 $140.00

Sheridan Econ-O-Wash Laundry WWTP Econ-o-wash Laundry Services $34.00
Sheridan Memorial Clinics Sheridan Memorial Clinic-Medical Exams-Firefighter $316.00
Sheridan Memorial Clinics Sheridan Memorial Clinic-Medical Exams-Firefighter $243.00
Sheridan Newspapers Inc Ads for Fall Pumpkin Festival (Color) 10/19, 10/24 $1,043.50
Sheridan Newspapers Inc Ads for Leaf Collection 10/16 & 10/25 and Free Day $760.00
Sheridan Newspapers Inc Recruiting ad - Utility Maintenance Operator $278.75
Sheridan Newspapers Inc Recruiting ad - WWTP Operations Coordinator $293.00
Sheridan Saw Service LLC Chainsaw repair for KGC $170.98
Source Office & Technology Admin Additional File Cabs/Storage $2,733.27
Source Office & Technology Furniture for GIS Position $3,939.57
Tire Rama ST275 - new tires installed & alignment $1,154.15
Tire Rama tire repair 2-25 $26.00
Tire Rama ST333 - replaced RRO wheel $171.45
Tire Rama Replace tires and alignment on Chief 2 (FD104) veh $1,178.75
Transaction Warehouse Inc profile payments / quickpay / autopay - Oct $4,545.00
Tyler Technologies Inc implementation with Kim Shorey utility billing $3,912.00
Veolia ES Technical Solutions LLC Household Hazardous Waste Disposal 07/13/23 (Invoi $13,687.59
Veolia ES Technical Solutions LLC Household Hazardous Waste Drums $3,376.41
Vertical Door Solutions Inc Adjusted Photo Eyes on SWR Commercial Door $135.00
Water & Environmental Technologies Inc Hume Draw Prof. Svcs. 10/1/23 - 10/31/23 $1,575.00
Witmer Public Safety Group Inc WPSG-Circul-Air Roto-Jet 200A Hose Washer $14,124.98
Wyoming Assoc Rural Water Systems Virtual Mini Conference: Alex Rodriguez $219.00
Wyoming Assoc Rural Water Systems Virtual Mini Conference: Tom Manolis & Debbie Davi $438.00
Wyoming First Aid & Safety Supply LLC SWR First Aid Kit Restock 11/14/23 $86.95
Wyoming First Aid & Safety Supply LLC Landfill First Aid Kit Restock 11/14/23 $109.85
Wyoming Machinery Company Bolt and Nut for Dozer LF434A $111.38
Wyoming Machinery Company Link for Dozer LF4-34A $566.48
Wyoming Machinery Company Mini Ex Freight - Streets $948.75
Yonkee & Toner LLP Kevin Kessner Judge October Hours $900.00
Zowada Plumbing & Heating Inc Repair urinal in men's bathroom-includes parts and $281.12
Zowada Plumbing & Heating Inc New toilets - Streets $1,011.96
Zowada Recycling & Steel LLC metal for headache racks $37.80
$1,440,851.87

Councilmember Jennings moved, seconded by Councilmember Brantz to approve the consent agenda, vote: unanimous.

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

OLD BUSINESS

10. Consideration of Second Reading for PL-23-42, Ordinance 2273, Rezone of 2530 and 2580 Dry Ranch Rd. Public Works Director Hanns Mercer updated the Council..

Councilmember Luhman moved, seconded by Councilmember Weitzel to approve on Second Reading PL-23-42, Ordinance 2273, Rezone of 2530 and 2580 Dry Ranch Rd. Roll Call vote: unanimous

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

NEW BUSINESS

11. Council Comments and Requests for Future Agenda Items.

Mayor Bridger

- Asked Council members for volunteers to serve on a sub-committee to amend the Employee Relations Committee Ordinance
- SEEDA is working on securing property on the northeast of town for an expansion of the business park
- NEWY – no news from NEWY
- Mayor Bridger will speak at the Legislative Forum tomorrow (Dec.5) here in the Council Chambers
- CAST does not have a lot of news, except enplanements are up

Councilman Patceg said SAWS is still working through items; he also spoke about his concern that there were not sufficient public restrooms downtown during the Christmas Stroll.

Councilman Luhman announced SPAC is still fundraising; he also thanked the public for their support of the downtown businesses.

Councilman Brantz said he will be giving an update on JJJPB soon.

City Administrator McRae reminded everyone there is a public meeting Dec. 5 regarding the South Downtown development issues and M1/M2 zoning. The consultant, Ayres Group, will also be available on Dec. 12 at Java Moon from 9 am-12:00 pm for questions.

12. Mayor Bridger adjourned the meeting at 8:01 P.M.

APPROVED:

_____

Richard Bridger, Mayor

ATTEST:

_____

City Clerk, Cecilia Good

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

Treasurer

MEMORANDUM

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

Discussion:

Please see attached claims list.

Attachments

Claims

CenturyLink Communications LLC	phone bills	$2,445.79
Colorado Barricade Co	Cones - Streets/Signs	$1,579.07
Farmers Co-op Oil Co	11/16/23 fuel delivery to GC shop	$289.18
Farmers Co-op Oil Co	11/2/2023 fuel delivery to Kendrick GC	$1,429.55
Farmers Co-op Oil Co	LP- 80 gallons x2 tanks	$760.19
Farmers Co-op Oil Co	Fuel for Landfill 11/03/23	$2,569.03
Farmers Co-op Oil Co	LP for forklift	$15.19
Farmers Co-op Oil Co	Fuel for Landfill 11/13/23	$2,409.40
Farmers Co-op Oil Co	Fuel for Landfill 11/17/23	$2,207.28
Farmers Co-op Oil Co	Fuel for Landfill 11/27/23	$2,262.63
Farmers Co-op Oil Co	Straw bales for sledding hill	$80.85
Farmers Co-op Oil Co	Propane - Snow/Ice	$62.23
Farmers Co-op Oil Co	barrel of window wash	$132.30
Farmers Co-op Oil Co	11/7/2023 fuel delivery to csc	$9,802.93
Farmers Co-op Oil Co	fuel for PD car	$23.27
Farmers Co-op Oil Co	ST461 - 7 gallons LP nonmotor	$41.40
Farmers Co-op Oil Co	11/14/2023 fuel delivery to csc	$8,925.46
Farmers Co-op Oil Co	w/c - hyd fluid (for fleet)	$1,972.74
Farmers Co-op Oil Co	11/21/2023 fuel delivery to csc	$10,712.87
Farmers Co-op Oil Co	w/c - 50/50 antifreeze (for fleet)	$499.80
Farmers Co-op Oil Co	11/28/2023 fuel delivery to csc	$8,198.67
Farmers Co-op Oil Co	Propane - pothole repair	$64.48
Farmers Co-op Oil Co	cylinder rental golf course	$63.70
Grainger Inc	Golf - club car 1 brake drum	$264.47
Grainger Inc	Trailer jack	$337.49
Grainger Inc	WWTP Supplies Grainger	$111.58
Grainger Inc	return of items	($246.48)
One-Time Customer Refund Vendor	Deposit Refund-240 E Montana St.	$125.00
Northern Wyoming Community College District	employee recognition party	$720.00
CenturyLink Communications LLC	phone bills November	$1,360.08
Montana Dakota Utilities Co	partial MDU bills November	$26,345.85
One-Time Customer Refund Vendor	Claim payment for tires	$586.99
307 Auto Glass LLC	ST25 - windshield repair	$52.99
A & M Service & Supply Inc	Toner for Steve Melneck's Printer and Servic	$523.00
A Plus Plumbers & Appliance Repair LLC	Warter Bottle Filler - Streets	$470.90
A Plus Plumbers & Appliance Repair LLC	Mount and install eye wash station to the w	$803.00
Ace Hardware-Newkirk	Key - Streets	$43.19
Ace Hardware-Newkirk	Misc. size Drill bits	$35.98
Ace Hardware-Newkirk	return of chain loop	($29.99)
Ace Hardware-Newkirk	Chain loop for KGC	$29.99
Alina M Gaona	Parks janitorial charges	$500.00
All Valley Diesel Service	Sanitation Truck WC37 Pulled from Loucks a	$427.50
AlphaGraphics of Wyoming	Note Pads - Snow/Ice	$89.49
AlphaGraphics of Wyoming	Social Media Contract	$1,500.00
Amazon Capital Services #A33MIR27FEZN42	storage container	$12.99
Amazon Capital Services #A33MIR27FEZN42	liquid laundry detergent	$322.65
Amazon Capital Services #A33MIR27FEZN42	notebook, keyboard, strategy implementati	$232.28

Amazon Capital Services #A33MIR27FEZN42	ITEM: Pacific Dualies 18045 45 Degree Valv	$22.15
Amazon Capital Services #A33MIR27FEZN42	crimper,	$281.68
Amazon Capital Services #A33MIR27FEZN42	caspers, first aid kits	$258.42
Amazon Capital Services #A33MIR27FEZN42	ITEM: LUMENIX 12” Roof Top Strobe Light,	$143.96
Amazon Capital Services #A33MIR27FEZN42	ITEM: 8MP Outdoor PTZ IP Camera Dome w	$162.88
Amazon Capital Services #A33MIR27FEZN42	Docking Stations - FY24 Computer Replacem	$445.44
Amazon Capital Services #A33MIR27FEZN42	watch battery	$24.50
American Maid	Monthly Cleaning Service for Landfill Office	$300.00
American Maid	Monthly Cleaning Service for Scale House	$150.00
American Maid	Monthly Cleaning Service for Recycling Cent	$300.00
American Welding & Gas Inc	Labor - Snow/Ice	$54.09
American Welding & Gas Inc	Welding Rod - Snow/Ice	$16.50
Arete Design Group	Rec Center Add Amend No. 2 - 10/28/23 - 1	$437.50
AVI Systems Inc.	Carousel and Cable Cast Renewals FY24	$4,586.78
Ayres Associates Inc	Downtown Dev District Zoning Prof. Svcs. th	$1,235.50
B&B Leasing Company	Sharp Copier Model No BP50C26, Serial No	$157.43
Babe's Flowers Inc	Flowers	$70.00
Babe's Flowers Inc	Flowers	$70.00
Big Horn Sanitation	Monthly Port-A-Potty Rental at Recycling Ce	$126.50
Big Horn Sanitation	Monthly Port-A-Potty Rental at Landfill	$126.50
Big Horn Sanitation	Monthly Port-A-Potty Rental at Landfill	$126.50
Big Horn Sanitation	Monthly Port-A-Potty Rental at Recycling Ce	$126.50
Bighorn Design Studio LLC	Tee shirts with logo	$399.00
Bighorn Design Studio LLC	Shirts - Streets	$289.50
Bighorn Security LLC	Vestibule Access Control Unit for SFR Admin	$3,449.97
Black Mtn Engraving	10 sculpture markers for SPAC	$183.20
Buffalo Computer Consulting LLC	FY24 Computer Replacement Plan	$1,690.00
Buggy Bath Unlimited LLC	Monthly Truck Washing	$172.07
Burns & Mc Donnell	Landfill Remediation - Prof. Svcs. 11/2023	$16,296.89
C & K Equipment Sales Inc	CM420 - filters	$302.78
Carquest Auto Parts	engine oil filter, air filter	$11.29
Carquest Auto Parts	lube spin on, air filter	$18.01
Carquest Auto Parts	PK OE N AM gold 50	$131.04
Carquest Auto Parts	lube, air filter	$44.19
Carquest Auto Parts	bypass cap	$5.38
Carquest Auto Parts	air filter	$55.64
Carquest Auto Parts	air filter	$55.64
Carquest Auto Parts	lube, bypass lube	$37.78
Carquest Auto Parts	lube, fuel spin on, air filter	$138.92
Carquest Auto Parts	fuel element	$37.09
Carquest Auto Parts	fuel element	$36.74
Carquest Auto Parts	circuit breaker	$68.05
Carquest Auto Parts	air filter, lube	$28.68
Carquest Auto Parts	lube, fuel element	$43.38
Carquest Auto Parts	Butt Terminal and Wire for Landfill Tarp	$46.85
Carquest Auto Parts	Lithium Grease - Snow/Ice	$72.69
Carquest Auto Parts	Grease Gun Coupler - Snow/Ice	$18.83

Carquest Auto Parts	Break Cleaner - Service Center	$23.88
Carquest Auto Parts	Grease - Service Center	$80.80
Carquest Auto Parts	Sealant for Paper Chute	$27.12
Carquest Auto Parts	LIC FRM - Black, Universal LIC	$30.80
Carquest Auto Parts	oil filter	$5.17
Carquest Auto Parts	oil filter, air filter	$11.29
Carquest Auto Parts	oil filter	$2.62
Carquest Auto Parts	cabin air filter	$8.50
Carquest Auto Parts	oil filter, air filter	$11.29
Carquest Auto Parts	fuel/water separator, lube	$41.11
Carquest Auto Parts	oil seal	$40.78
Carquest Auto Parts	lube/hydraulic, air	$105.67
Carquest Auto Parts	cabin air filter	$38.49
Carquest Auto Parts	fuel/water separator	$38.49
CED- Consolidated Electrical Distributers Inc	ballast for basement light fixture	$17.99
Cedars Health LLC	Occupational Health Testing - November	$270.00
CHS Inc.	Hot Plant Oil - Streets	$15,488.39
CMI-Teco	RC332 - relay valve & freight	$540.75
CMI-Teco	RC332 - brake chamber + freight	$474.76
CMI-Teco	return of parts	($849.62)
Cobra Crete LLC	Concrete Work at Recycling Center	$20,300.00
Coca-Cola Bottling Company High Country	Pallet of Water for Landfill	$642.80
Compression Leasing Services Inc	Compressor rental for KGC	$6,462.93
Contractors Supply Inc	Power tower safety lights	$618.00
Crescent Electric Supply Co	Lights - Service Center	$416.16
Crescent Electric Supply Co	Wire for Aerator Replacement	$62.71
Crescent Electric Supply Co	Contactor - Signs	$79.07
David A Baker	Marion House Repairs - deep clean service	$375.00
Duke's Root Control Inc	Sewer root control	$72,033.92
Dungarees Inc	WWTP Staff Uniform Items	$310.92
Dustbusters Enterprises Inc	IceKicker Salt - Snow/Ice	$15,314.56
Econowash LLC	Laundry - Service Center	$38.00
Econowash LLC	Laundry - Service Center	$66.00
Electronic Imaging Materials Inc	asset tags	$6,023.68
Employ LLC	temporary labor for landfill	$230.88
Employ LLC	temporary labor for recycling	$2,578.16
Employ LLC	temporary labor for recycling	$4,502.16
Employers Council	Pre-employment Background check	$120.25
Employers Council	Workplace Investigation	$913.75
Energy Laboratories Inc	TP02-SP02 & TP01-SP01 sample analysis inv	$3,228.80
Enviro-Clean Equipment Inc	ST343 - wide sweep brooms +S&H	$1,703.22
Fedex Freight	Sample shipment: CH Diagnostic	$174.47
Ferguson Waterworks #1701	Seat wrench	$1,184.03
Ferguson Waterworks #1701	Double strap saddle	$738.66
First Northern Bank of Wyoming	Cell 10 - Pay App #5 Retainage	$10,303.91
Foot of the Bighorns	Run or Hike Cushions for running shoes for A	$50.00
Fremont Motor Casper Inc	Parks #PK203 - 2024 Ram 1500 Tradesman	$42,920.00

Fremont Motor Sheridan Inc	LF24 - retaining clips	$8.48
Frontier Precision Inc	Catalyst Trimble Renewal (Utility Tech Collec	$3,860.00
Galls LLC	Uniform Gear	$98.90
Garner Industries, LLC	SmartBob Replacement Cable Kit (J. Trangm	$783.14
Grainger Inc	Tool Cabinets - Service Center	$7,238.60
Grainger Inc	Speedaire Exhaust Muffler x18	$64.06
Grainger Inc	Tie Down Straps - Snow/Ice	$590.28
Grainger Inc	Amplified Phone Ringer - Service Center	$52.45
Greenfold Services LLC	Janitorial Services	$1,960.00
Hach Company	Lab/Chemical Supplies	$1,213.06
Harris Computer Systems	Impresa Support Jan - March 2024	$6,043.70
Hawkins Inc	Azone 15 and Sodium Bisulfite Chemicals W'	$5,105.31
HD Supply Inc	SC4500 Controller	$6,366.00
Heartland Kubota LLC	GC491 - filters	$120.31
Home Depot Credit Services	Lag bolts for South park benches	$65.32
Home Depot Credit Services	Lights for train at Rotary Park	$96.88
Home Depot Credit Services	Batteries for cordless drill at Parks grounds s	$174.02
Home Depot Credit Services	Drywall supplies for Parks grounds maintena	$85.42
Home Depot Credit Services	Latch nut and gate repair for Parks	$47.70
HUB International Limited	Judge Kevin Kessner bond renewal policy #1	$100.00
Humdinger Equipment LTD	Scraper Full Width Drum for TANA LF473	$1,575.58
IBS Inc	Gloves - Snow/Ice	$95.44
IBS Inc	Gloves - Service Center	$57.26
IBS Inc	Gloves - Snow/Ice	$57.26
Imperial Pump Solutions LLC	turbine generator shaft coupling, crane seal	$4,189.44
In-Yarak Construction Inc.	Blacktooth Park Ph 3 misc - key chg & knox b	$1,266.05
In-Yarak Construction Inc.	Blacktooth Park Ph 3 - Const. Pay App #6	$12,941.38
InfoSend Inc	bill processing/printing/mailing - Nov 2023	$6,018.65
Inland Potable Services, Inc.	Potable Water Tank Cleaning Services	$25,200.00
John Deere Financial #1111308145	(3) Pair of Jeans for Tom Brown	$129.97
John Deere Financial #1111308145	(3) Pair of Jeans for Stan Schwabauer	$74.97
John Deere Financial #1111308145	Tape/Sockets - Signs	$67.97
John Deere Financial #1111308145	Liner gloves, chem gloves and work jeans (M	$89.93
John Deere Financial #1111308145	Work Boots- J. Trangmoe	$119.99
John Deere Financial #1111308145	GC486 - filters	$52.43
John Deere Financial #1111308145	Pump & Container - Streets	$91.98
John Deere Financial #1111308145	(5) Pair of Pants for Richard Dankert	$249.95
John Deere Financial #1111308145	ST306 - clear caulk	$21.98
John Deere Financial #1111308145	ST306 - HD anchor rings	$31.96
John Deere Financial #1111308145	return of pants	($134.97)
Joshua A Meyers	Safe Rides	$405.00
K Club Golf LLC	2023 Golf Bonus	$61,261.40
Kenny L Rolfe Matco Tools	Wrench & axle nut socket - Service Center	$199.10
Kilpatrick Creations Inc	Caps, Puffy Vest	$160.16
Kois Brothers Equipment Co	wc314 - slide bearings, stop bars + freight	$1,965.09
Lawson Products Inc	wc - spare hardware	$111.55
Lease Servicing Center Inc	track loader and motor grader contract payr	$5,811.21

Legend Communications of Wyoming LLC	Radio Buy for Fall Pumpkin Festival	$350.00
Les Schwab Group Holdings LLC	RC332 - new tires (2)	$1,876.66
Les Schwab Group Holdings LLC	ST565 - new tires (2)	$544.94
Les Schwab Group Holdings LLC	RC448 - flat tire repair	$20.00
Les Schwab Group Holdings LLC	SW278 - new tires installed (4)	$1,494.49
LJS Concrete & Excavating LLC	N. Heights Ph II - Construction Pay App #4	$326,905.12
Local Govt Liability Pool		$1,000.00
Lube Refiners LLC	PD122 - LOF service	$72.06
Memorial Hospital of Sheridan County	Occupational Health Testing	$196.00
Memorial Hospital of Sheridan County	Pharmacy supplies for ambulances for Nove	$707.42
Merchant McIntyre & Associates LLC	Infrastructure Grant Services - Nov 2023	$8,000.00
Merchant McIntyre & Associates LLC	Infrastructure Grant Services - Dec 2023	$8,000.00
Morrison-Maierle Inc	N. Sheridan Int. Ph II - CA 7/1/23 - 12/1/23	$465.50
Motorola Solutions Inc	necessary accessories for body cam for code	$785.00
Motorola Solutions Inc	Body cam for Code Compliance	$400.00
Mountain View Building Inc	Landfill Cell 10 - Pay App #5	$195,774.47
Mullinax Concrete Service & Irrigation	Washed Sand - Snow/Ice	$390.26
Mullinax Concrete Service & Irrigation	Pea gravel, sand and top soil for cemetery	$1,893.33
Municipal Emergency Services Inc	MES-Solo Rescue SCBA Decon Washer	$35,184.00
Nancy Jane Trangmoe	Embroidery for Tom Brown	$60.00
Napa Auto Parts	Misc Supplies - Service Center	$131.75
Napa Auto Parts	Belt 4 Weeder - Streets	$17.99
Napa Auto Parts	Maintainer/Charger - Service Center	$52.47
Napa Auto Parts	return of invoice 752169	($81.00)
Napa Auto Parts	Dome Lights for Engine 1 and 2 WDobrenz 1	$5.34
Napa Auto Parts	Bulk Cross Chain for Solid Waste Trucks	$539.50
Napa Auto Parts	Coupler - Service Center	$3.91
Napa Auto Parts	loon-split poly	$118.50
Napa Auto Parts	battery	$575.37
Napa Auto Parts	FHP medium horse power	$17.99
Napa Auto Parts	lamp	$100.79
Napa Auto Parts	battery	$478.52
Napa Auto Parts	battery	$585.92
Napa Auto Parts	LED RUB FLD WRKLP	$119.69
Napa Auto Parts	Blister pack capsules	$19.99
Napa Auto Parts	dash valve	$44.99
Narwhal Met LLC	Weather Forecasting - Snow/Ice	$650.00
National Testing Network Inc	Testing	$12.00
Newman Signs Inc	Snow Route Signs - Signs	$642.26
Norco Inc	Parks grounds maintenance welding supplie	$97.20
Norco Inc	Janitorial supplies for Parks grounds mainter	$449.36
Norco Inc	Janitorial supplies for Parks grounds mainter	$315.01
Norco Inc	Rubber boot for GX-3R, Calibration Testing C	$341.30
Norco Inc	Subscription - Snow/Ice	$77.31
Norco Inc	EarMuffs	$47.62
Norco Inc	Magnet - Service Center	$41.54
Norco Inc	RKI personal Gas monitor	$476.00

Northern Wyoming Community College District	Employee Recognition Party	$5,130.54
Northwest Pipe Fittings	24inch x 20ft PVC pipe	$7,200.00
Office Shop Inc	Monthly Copy Charges	$74.96
Office Shop Inc	Canon/IRAC5535i-II	$9.18
Office Shop Leasing	UM copier lease	$53.48
Office Shop Leasing	UM copier lease	$53.48
Office Shop Leasing	Copier Lease Payments	$89.54
Office Shop Leasing	Lease pmt 42 of 60, Agreement #393	$101.15
Office Shop Leasing	3rd floor lease payment 42 of 60	$102.71
Office Shop Leasing	Lease payment 11 of 60	$60.00
Office Shop Leasing	Lease payment 10 of 60	$60.00
Office Shop Leasing	lease payment 3 of 60	$131.93
Office Shop Leasing	Lease payment 2 of 60	$131.93
One-Call of Wyoming	(382) One-Call Tickets for Nov 23 CDC	$286.50
One-Time Employee Reimbursement Vendor	Hand Grips for fitness-JSyring-Clothing Allow	$42.38
One-Time Employee Reimbursement Vendor	Donuts for Safety Meeting 10/18/23	$11.99
One-Time Employee Reimbursement Vendor	Running shoes for Condos 11-21-2023	$126.14
One-Time Employee Reimbursement Vendor	Reimbursement for NFA-Guest Services Mea	$347.84
One-Time Employee Reimbursement Vendor	alcohol decoy compliance checks	$340.00
One-Time Employee Reimbursement Vendor	Travel Expenses	$212.96
One-Time Employee Reimbursement Vendor	Mercer - Mileage Reimb for Travel to Buffalo	$47.82
Pace Analytical Services LLC	PFAs Base Level Sampling WWTP	$2,739.00
Pace Analytical Services LLC	Monthly Oil & Grease Effluent Tests WWTP	$111.00
Pace Analytical Services LLC	Madison Well- Coliform sample analysis invo	$79.00
Pace Analytical Services LLC	WY5601537 Coliform sample analysis invoic	$79.00
Pace Analytical Services LLC	WY5600052 Coliform sample analysis invoic	$457.00
Peak Pest Solutions LLC	Monthly service	$125.00
Peterbilt of Wyoming	3-Crankcase Ventilation Elements for Engine	$409.47
Peterbilt of Wyoming	CrankCase Ventilation Element for Engine 1	$136.49
Peterbilt of Wyoming	ST342 - governor + freight	$266.92
Pitney Bowes Inc	postage machine lease 10/30/23-01/29/24	$893.94
Powder River Power of Sheridan Inc	ST433 - hyd hose, fittings & rhino sleeves	$50.74
Powder River Power of Sheridan Inc	Belts, Nitrile Gloves	$74.80
Powder River Power of Sheridan Inc	WC78 - hyd hose & fittings	$337.70
Powder River Power of Sheridan Inc	Petroleum hose	$174.48
Powder River Power of Sheridan Inc	Gloves - Service Center	$99.51
Powder River Power of Sheridan Inc	WC37 - adapter fittings	$18.48
Powder River Power of Sheridan Inc	RC332 - hose fittings	$22.45
Powder River Power of Sheridan Inc	V-Belt, Adapter and hose fittings	$130.96
PreCise MRM LLC	Subscription - Snow/Ice	$80.00
Prime Rate Motors	Snow #SNE913 - Snow-Ex Renegade Stainles	$14,830.00
R.I REP CORP	2inch meters	$1,753.44
R.I REP CORP	Nodes - shipment was lost and had to reship	$16,044.80
Range	Crime Stoppers	$33.73
Ricoh USA Inc	Copier Final Payment	$574.57
Rocky Mountain Scale Works	Landfill Scale - scale rental 7th month	$5,000.00
Rocky Mountain Sign Design & Print	Landfill Scale Banner	$75.00

Servall Uniform & Linen Supply	Clean Rugs for SFR 12-07-2023	$35.32
Servall Uniform & Linen Supply	UM rug cleaning	$104.19
Servall Uniform & Linen Supply	City Hall rugs Nov 30 2023	$164.64
Servall Uniform & Linen Supply	Rugs, mups, etc. - Streets	$196.93
Servall Uniform & Linen Supply	Bi Weekly Rug Cleaning for Landfill	$260.28
Servall Uniform & Linen Supply	Bi Weekly Rug Cleaning for Recycling Center	$40.56
Servall Uniform & Linen Supply	Rug Cleaning	$195.64
Severson Supply Co Inc	Snow blades, wedges & hardware	$1,627.03
Severson Supply Co Inc	Snow blades	$3,154.78
Sheridan Commercial Co	Cleaning Supplies	$144.61
Sheridan Commercial Co	Office Supplies	$37.75
Sheridan Commercial Co	Bolts, Washers and Nuts for 300-Gallon Tras	$92.77
Sheridan Commercial Co	Parks maintenance supplies	$443.69
Sheridan Commercial Co	Seal & Tape - Signs	$16.86
Sheridan Commercial Co	Paint for Around Recycling Balers	$13.27
Sheridan Commercial Co	felt stamp pad for date stamper	$3.75
Sheridan Commercial Co	date stamp and lithium battery	$18.11
Sheridan Commercial Co	brush roller and frame for paint patching	$16.15
Sheridan Commercial Co	extension cord and picture hanger	$15.85
Sheridan Commercial Co	gaskets	$3.09
Sheridan Commercial Co	ST306 - truck coating	$33.25
Sheridan Commercial Co	UPS shipping charges - RDM warranty meter	$91.88
Sheridan Commercial Co	Shipping - return warranty parts to mueller	$41.73
Sheridan Commercial Co	Duck Tape - Snow/Ice	$20.85
Sheridan Commercial Co	Cabinet Stuff - Streets	$61.73
Sheridan Commercial Co	Fastners and Anchors for Track Loader LF40(	$2.25
Sheridan Commercial Co	bulletin board for mail room	$124.75
Sheridan Commercial Co	Sock Adapter for Recycling	$8.98
Sheridan Commercial Co	Shipping - return warranty parts to mueller	$41.73
Sheridan Commercial Co	1/2x3/8 BRS Hex Bushing for station ALindb(	$4.83
Sheridan Commercial Co	Brooms for Recycling	$31.00
Sheridan Commercial Co	Paint, Mouse Deterrant and Bit Set for Recy(	$128.76
Sheridan County Public Works	Planning Ad - E. Burkitt Homes & Skyview N.	$14.00
Sheridan Liquor Inc	CASH BAR SERVICES FOR EMPLOYEE RECOGI	$455.00
Sheridan Media	Display Ads for Everbridge in Country Bount'	$876.00
Sheridan Media	Thanksgiving Day Ads 11/14 and 11/21/23	$126.00
Sheridan Media	Pumpkin Recycling Ad 11/07/23	$63.00
Sheridan Media	Veterans Day Ad 11/07/23	$63.00
Sheridan Media	Media Ad for Everbridge on Sheridan Media	$425.00
Sheridan Media	Radio Ads for Everbridge on Magic 102.3	$408.00
Sheridan Media	Radio Ads for Everbridge on Q104.9	$408.00
Sheridan Media	Radio Ads for Everbridge on 93.7	$408.00
Sheridan Media	Radio Ads for Everbridge on 1410 KWYO	$408.00
Sheridan Media	Radio Ads for Everbridge on Z94 FM	$408.00
Sheridan Media	Radio Ads for Everbridge on NewsTalk 930 K	$408.00
Sheridan Motor Inc	CE1017 - t-stat, idler pulley & tensioner	$265.66
Sheridan Motor Inc	CE1017 - water pump	$266.05

Sheridan Motor Inc	CE1017 - pulley, serp belt & gas rods	$176.54
Sheridan Motor Inc	PD115 - LOF & engine diag	$346.61
Sheridan Motor Inc	PD101 - replaced front brake pads & rotors	$499.45
Sheridan Motor Inc	PD101 - LOF service	$78.46
Sheridan Motor Inc	PD107 - LOF & tire rotation	$86.49
Sheridan Motor Inc	PD134 - replaced battery & trans daig	$404.14
Sheridan Newspapers Inc	Mayor Happy Thanksgiving Message	$198.00
Sheridan Newspapers Inc	Ads for Leaf Collction 11/01 & 11/06, Vetera	$562.00
Sheridan Transportation Taxi	Safe Rides	$2,219.00
Simon Contractors	2023 R&O Const. - Pay App #1	###########
Steady Stream Hydrology Inc	ACOE 1135 Design - Tech & Const. Services	$6,102.84
Summit Sound Technologies, LLC	Suppressors	$579.00
Tank Management Services	Monthly UST Inspection - Streets	$458.50
Thomas J Klepperich	Judge Hours November 2023	$2,150.00
Tires for Reclamation Inc	Tire Recycling 12/04/23	$1,513.00
Tires for Reclamation Inc	Tires for Recycling 11/28/23	$1,513.00
Tires for Reclamation Inc	Tires for Recycling 12/07/23	$1,513.00
Top Office Products Inc	Copy Count Charge for November 2023-stat	$132.72
Top Office Products Inc	Eng - labels and envelopes	$98.41
Transaction Warehouse Inc	profile pay/quickpay/auto pay Nov 2023	$4,469.40
Tri State Truck & Equipment Inc	WC316 - switch + freight	$109.35
Trihydro Corporation	Security Gates - prelim. design thru 10/28/2	$212.50
Trihydro Corporation	Semi-Annual Environmental Monitoring & R	$1,230.77
TWS Trucking Services LLC	Hauled Tires for Recycling 12/03/23	$800.00
TWS Trucking Services LLC	Tire Hauling for Recycling 12/04/23 and 12/(	$1,600.00
USABluebook	20' Suspended Avocado Float Switch x2	$202.46
Visionary Communications	Wireless Internet	$220.68
VRM Inc	LF473 TANA, 500hr. Service and Engine Faul	$1,500.00
VRM Inc	Repaired Coolant Hose on Filter for TANA LF	$710.00
VRM Inc	Labor to Replace Track Link for Dozer 4-34A	$1,170.00
Wareings Sheridan Chevrolet	TS21 - repaired LF door	$1,452.00
Water Products & Solutions	5 gallon Water - Service Center	$8.75
Water Products & Solutions	Water Dispenser Rental - Service Center	$10.00
Winsupply of Sheridan Wy Co	curb stop box	$89.26
Winsupply of Sheridan Wy Co	curb stop keys, fountain filters	$501.67
WY Department of Transportation	Pavement Preservation - Striping	$4,302.89
WY Department of Transportation	Main St. Construction thru 12/1/2023	###########
WY Dept of Enviromental Quality	Yearly Tank Fees 2024 - Service Center	$400.00
WY Law Enforcement Academy	Peace Officer Basic	$1,548.00
WY Secretary of State	Notary	$60.00
Wyoming Assoc Rural Water Systems	Virtual mini conference - UM crew	$1,752.00
Wyoming Assoc Rural Water Systems	WARWS Annual Membership Fees	$475.00
Wyoming Machinery Company	Link Track for Dozer 4-34A	$1,091.74
Wyoming Machinery Company	LF486 - air filter	$275.16
Wyoming Machinery Company	LF486 - filters	$354.55
Wyoming Regional EMS LLC	FY24 Ambulance Service	$12,420.00
Zowada Recycling & Steel LLC	ST328 - steel angle 2x2x3/16x10'	$25.20

Zowada Recycling & Steel LLC	ST306 - steel, floor plate & piano hinge	$332.52

CITY OF SHERIDAN, WYOMING

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

Planning

MEMORANDUM

Project Name:	Consideration of Third and Final Reading for PL-23-42, Ordinance 2273, Rezone of 2530 and 2580 Dry Ranch Rd - Public Works Director Hanns Mercer
From:	Hanns Mercer, Public Works Director
To:	Mayor and Council
CC:	
Date:	10/23/2023

Recommendation:

Staff received a positive recommendation from the Planning Commission regarding PL-23-42, Dry Ranch Rd Rezone, Ordinance 2273. The applicant, Butler Properties, LLC, is requesting to rezone 2 acres from B-1 Business District to B-2 Business District. Located at 2530 and 2580 Dry Ranch Rd (PIN 55840240000100 and 56855840230000100).

Background:

The applicant, the agent for Butler Properties, LLC, Charlie Cunningham, is requesting to rezone 2 acres from B-1 Business District to B-2 Business District on the properties located at 2530 and 2580 Dry Ranch Rd (PIN 55840240000100 and 56855840230000100).
The properties to the north, south and west are commercial properties zoned B-2. To the east is a 40-foot wide tract adjacent to the commercial property zoned B-1 that is owned by the City of Sheridan and is intended to be future ROW for Dry Ranch Road. Currently, Dry Ranch Road to the east is a Sheridan County owned and maintained road. The applicant is proposing to rezone Tracts 1 and 2 of unplatted land from B-1 to B-2 in order to create a continuous B-2 zoned corridor between Heartland Drive and Dry Ranch Road.
The subject properties do not have any structures at this time.

Discussion:

Neither state statute nor City Code contains required findings that must be made in changing a property's zoning designation. State statute does provide some requirements for zoning regulations in general, which the Planning Commission and City Council should be aware of:
WS §15-1-601(d)
d) All regulations shall be made:
In accordance with a comprehensive plan and designed to:
A. Lessen congestion in the streets;
B. Secure safety from fire, panic and other dangers;
C. Promote health and general welfare;
D. Provide adequate light and air;
E. Prevent the overcrowding of land;
F. Avoid undue concentration of population; and
G. Facilitate adequate provisions for transportation, water, sewage, schools, parks and other public requirements.
ii. With reasonable consideration, among other things, of the character of the district and its peculiar suitability for particular uses;

iii. With a view to conserving the value of buildings and encouraging the most appropriate use of land throughout the city or town; and
iv. With consideration given to the historic integrity of certain neighborhoods or districts and a view to preserving, rehabilitating and maintaining historic properties and encouraging compatible uses within the neighborhoods or districts, but no regulation made to carry out the purposes of this paragraph is valid to the extent it constitutes an unconstitutional taking without compensation.

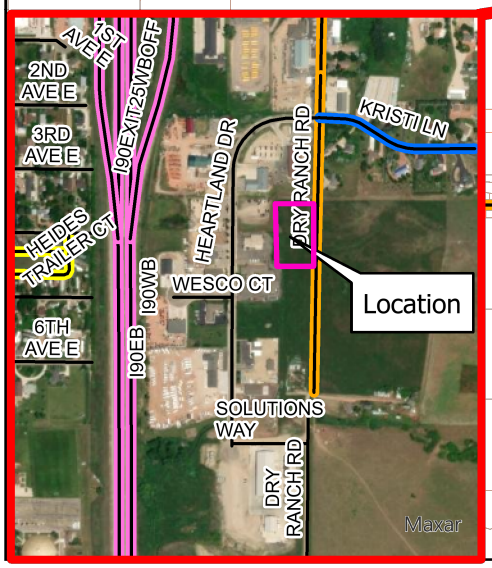
The Preamble of the City's Zoning Ordinance (Appendix A) states that the purpose of the zoning ordinance is to, "promoting the health, safety, morals and general welfare of the inhabitants of the City of Sheridan by lessening congestion in the streets; securing safety from fire, panic and other dangers providing adequate light and air; preventing the overcrowding of land; avoiding the undue concentration of population, facilitating the adequate provision of transportation, water, sewerage, schools, parks, and other public requirements."
The future land use map designates this area for commercial uses, so the proposed rezone is in accordance with the future land use map.

As part of the request to rezone this property, staff sent notices to the 17 property owners within 300 feet, placed a legal notice in the newspaper, and posted a sign on the property.

Attachments

Aerial
Ordinance 2273
Petition & Exhibits
Surrounding Zoning

Dry Ranch Rd rezone



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

CITY OF Sheridan WYOMING

N

Miles 0 ¾ 1½

Date: 10/18/2023 8:51 AM User: sgoodman

ORDINANCE NO 2273

AN ORDINANCE amending Ordinance No. 826, the Zoning Ordinance of the City of Sheridan, to rezone the entirety of the land located at 2530 and 2580 Dry Ranch Rd., Sheridan, Wyoming more particularly and shown on the attached Exhibit A, from a B-1 Business District to a B-2 Business District;

WHEREAS, the owner of the following described land has petitioned the City Governing Body to rezone the same from a B-1 Business District to a B-2 Business District, and a public hearing having been held thereon by the Governing Body; and

WHEREAS, this Ordinance was presented to the City Planning Commission on _____ with its recommendation submitted to and received by the City Governing Body; and

WHEREAS, notice of the Governing Body public hearing, as required by W.S. 15-1-602 was published on _____, 2023; and

WHEREAS, the City did not receive a protest against the change of district boundary in accordance with W.S. 15-1-603.

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

Section 1.
The following described land is hereby rezoned from an B-1 Business District to a B-2 Business District, to wit:

(See Attached EXHIBITS)

Section 2.
The City of Sheridan Zoning Map shall be updated in accordance with this Ordinance.

Section 3.
That Ordinance No. 826, The Zoning Ordinance of the City of Sheridan is hereby amended to conform herewith.

Section 4.
If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, than all remaining provisions and portions of this ordinance shall remain in full force and effect.

Section 5.
That this ordinance shall be in full force and effect immediately upon its passage and publication as provided by law.

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

ATTEST: _____
Richard Bridger, Mayor

_____
Cecilia Good, City Clerk
State of Wyoming)
)SS
County of Sheridan)

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

_____, 2023 by _____.
_____

Notary Public

My commission expires _____.

PETITION FOR REZONING

TO THE CITY COUNCIL OF THE CITY OF SHERIDAN, WYOMING:

Pursuant to the provisions of W.S. 15-1-601, 15-1-602, 15-1-603 et. seq., and other applicable statutes, and Appendix A, Sec. 16 of the Sheridan City Code, the undersigned landowner(s) respectfully petition and show the City Council as follows:

1. This is a petition for the rezoning of parcels of land within the city limits of Sheridan, Wyoming, having a legal description as follows:

   2530 Dry Ranch Rd- Legal Description is attached (lengthy)

2. Butler Properties, LLC are the owners or authorized agents of said described land proposed to be rezoned.

3. A map of the area sought to be rezoned is attached hereto and made a part hereof.

4. Petitioners hereby request that said lands be zoned B2.

Therefore, Petitioners pray said parcel(s) be rezoned B2, pursuant to and in accordance with the applicable Wyoming Statutes and City Ordinances after proper notice and public hearing.

Dated this 21 day of September, 2023

Signed by the Petitioners:

Subscribed and Sworn before me this 21st day of September, 2023

Notary Public

S. JOHNSTON NOTARY My Commission Expires October 12, 2023 PUBLIC SHERIDAN COUNTY, WYOMING

My commission expires:

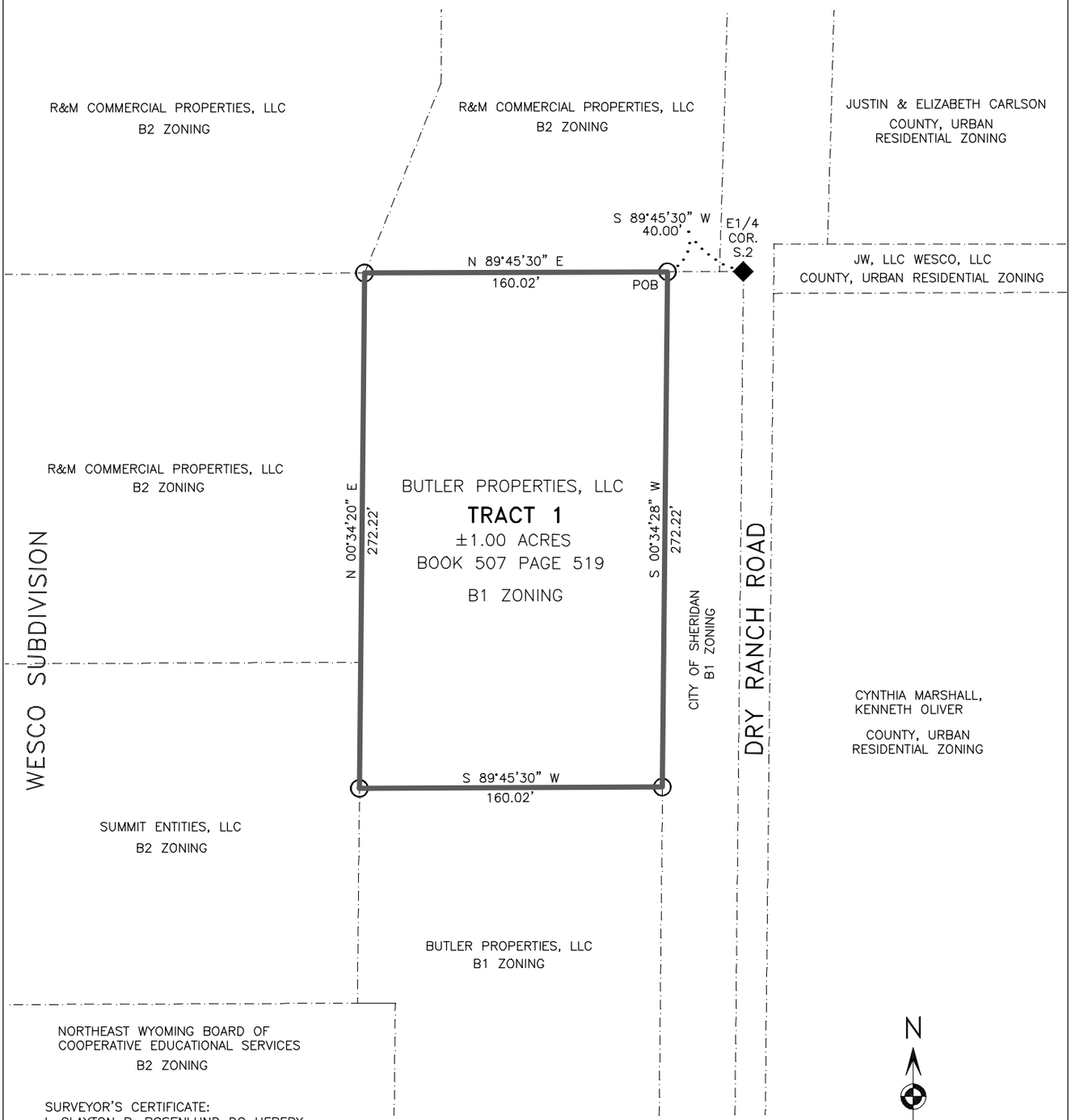
REZONE EXHIBIT

FOR TRACT OF LAND DESCRIBED IN BOOK 507, PAGE 519 IN THE RECORDS OF THE SHERIDAN COUNTY CLERK
LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE¼SE¼), SECTION 2,
TOWNSHIP 55 NORTH, RANGE 84 WEST, 6TH P.M., SHERIDAN COUNTY, WYOMING,

LEGAL DESCRIPTION

A TRACT OF LAND, LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE¼SE¼) OF SECTION 2, T55N, R84W, 6TH P.M., SHERIDAN COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS;

COMMENCING AT THE EAST QUARTER (E1/4) CORNER OF SAID SECTION 2 OF SAID TOWNSHIP, THENCE S 89°45'30" W, 40.00 FEET TO THE NORTHEAST CORNER OF THE TRACT OF LAND DESCRIBED IN THE RECORDS OF THE SHERIDAN COUNTY CLERK, BOOK 507, PAGE 519, SAID POINT BEING THE POINT OF BEGINNING; THENCE S 00°34'28" W, 272.22 FEET ALONG THE EAST LINE OF SAID TRACT; THENCE S 89°45'30', 160.02 FEET TO THE WEST LINE OF SAID TRACT; THENCE N 00°34'20" E, 272.22 FEET TO THE NORTH LINE OF SAID TRACT; THENCE N 89°45'30" E, 160.02 FEET ALONG THE NORTH LINE OF SAID TRACT TO THE POINT OF BEGINNING; SUBJECT TRACT CONTAINING AN AREA OF ±43555 SQ FT (±1.0 ACRES)



SURVEYOR'S CERTIFICATE:
I, CLAYTON P. ROSENLUND DO HEREBY CERTIFY THAT THIS PLAT WAS MADE FROM AN ACTUAL FIELD SURVEY PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT IT CORRECTLY SHOWS THE LOCATION TO THE BEST OF MY KNOWLEDGE.

N

SCALE: 1"=75'

LEGEND

- ◆ FOUND MONUMENT AS NOTED
- ○ CALCULATED CORNER
- POB POINT OF BEGINNING
- TRACT BOUNDARY
- ADJOINING LOT LINES

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

Cannon Consulting LLC
Making every shot count

PREPARED BY:
CANNON CONSULTING, LLC
PO BOX 6106
SHERIDAN, WY 82801

FOR:
BUTLER PROPERTIES, LLC
50 RIVER ROCK ROAD
SHERIDAN, WY

Prepared by Cannon Consulting LLC (307) 752-0109

DATE: 7/23/20

PETITION FOR REZONING

TO THE CITY COUNCIL OF THE CITY OF SHERIDAN, WYOMING:

Pursuant to the provisions of W.S. 15-1-601, 15-1-602, 15-1-603 et. seq., and other applicable statutes, and Appendix A, Sec. 16 of the Sheridan City Code, the undersigned landowner(s) respectfully petition and show the City Council as follows:

1. This is a petition for the rezoning of parcels of land within the city limits of Sheridan, Wyoming, having a legal description as follows:

   2580 Dry Ranch Rd; Sheridan, WY 82801- Lengthy Legal see attached

2. Butler Properties, LLC are the owners or authorized agents of said described land proposed to be rezoned.

3. A map of the area sought to be rezoned is attached hereto and made a part hereof.

4. Petitioners hereby request that said lands be zoned B2.

Therefore, Petitioners pray said parcel(s) be rezoned B2, pursuant to and in accordance with the applicable Wyoming Statutes and City Ordinances after proper notice and public hearing.

Dated this 2nd day of October, 2023

Signed by the Petitioners:

Subscribed and Sworn before me this 2nd day of October, 2023

Carla J. Olson

Notary Public

My commission expires: 12/07/2027

CARLA J. OLSON
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 166330
MY COMMISSION EXPIRES: 12/07/2027

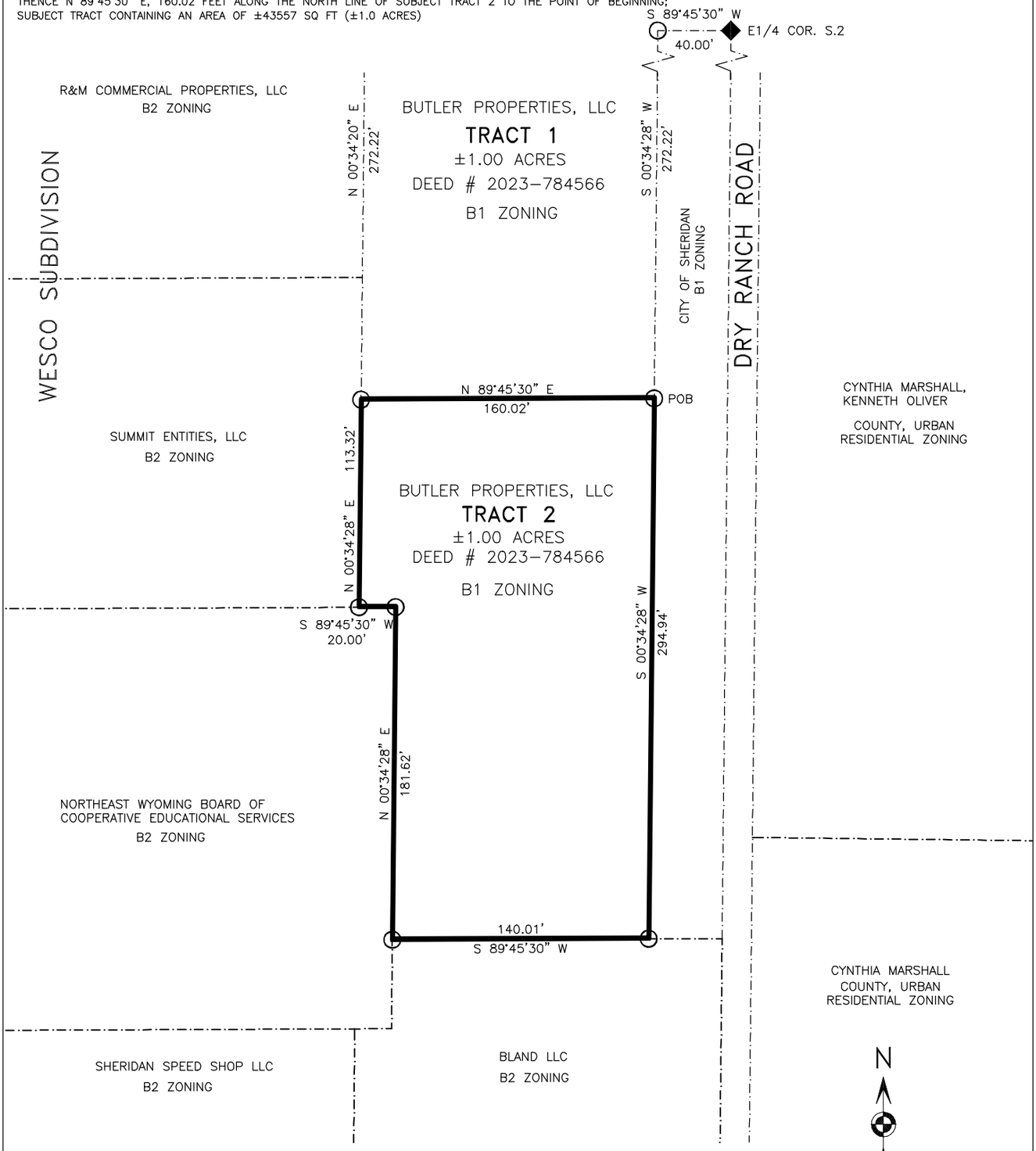
REZONE EXHIBIT

FOR TRACT OF LAND DESCRIBED BY DEED # 2023-784566 IN THE RECORDS OF THE SHERIDAN COUNTY CLERK,
LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE¼SE¼), SECTION 2,
TOWNSHIP 55 NORTH, RANGE 84 WEST, 6TH P.M., SHERIDAN COUNTY, WYOMING,

LEGAL DESCRIPTION

A TRACT OF LAND DESCRIBED BY DEED # 2023-784566, LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE¼SE¼) OF SECTION 2, T55N, R84W, 6TH P.M., SHERIDAN COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER (E1/4) CORNER OF SAID SECTION 2 OF SAID TOWNSHIP, THENCE S 89°45'30" W, 40.00 FEET TO THE NORTHEAST CORNER OF TRACT 1 DESCRIBED IN SAID DEED; THENCE S 00°34'28" W, 272.22 FEET ALONG THE EAST LINE OF SAID TRACT 1 TO THE NORTHEAST CORNER OF SUBJECT TRACT 2, SAID POINT BEING THE POINT OF BEGINNING; THENCE S 00°34'28" W', 294.94 FEET ALONG THE EAST LINE OF SUBJECT TRACT 2 TO THE SOUTHEAST CORNER OF SUBJECT TRACT 2; THENCE S 89°45'30" W, 140.01 FEET TO THE SOUTHWEST CORNER OF SUBJECT TRACT 2; THENCE N 00°34'28" E, 181.62 FEET ALONG THE WEST LINE OF SUBJECT TRACT 2; THENCE S 89°45'30" W, 20.00 FEET ALONG SAID WEST LINE; THENCE N 00°34'28" E, 113.32 FEET ALONG SAID WEST LINE TO THE NORTHWEST CORNER OF SUBJECT TRACT 2; THENCE N 89°45'30" E, 160.02 FEET ALONG THE NORTH LINE OF SUBJECT TRACT 2 TO THE POINT OF BEGINNING;
SUBJECT TRACT CONTAINING AN AREA OF ±43557 SQ FT (±1.0 ACRES)



N

SCALE: 1"=75'

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

LEGEND

- ◆ FOUND MONUMENT AS NOTED
- ○ CALCULATED CORNER
- POB POINT OF BEGINNING
- ━━━ TRACT BOUNDARY
- ─·─·─ ADJOINING LOT LINES

Cannon Consulting LLC
Making every shot count

PREPARED BY:
CANNON CONSULTING, LLC
PO BOX 6106
SHERIDAN, WY 82801

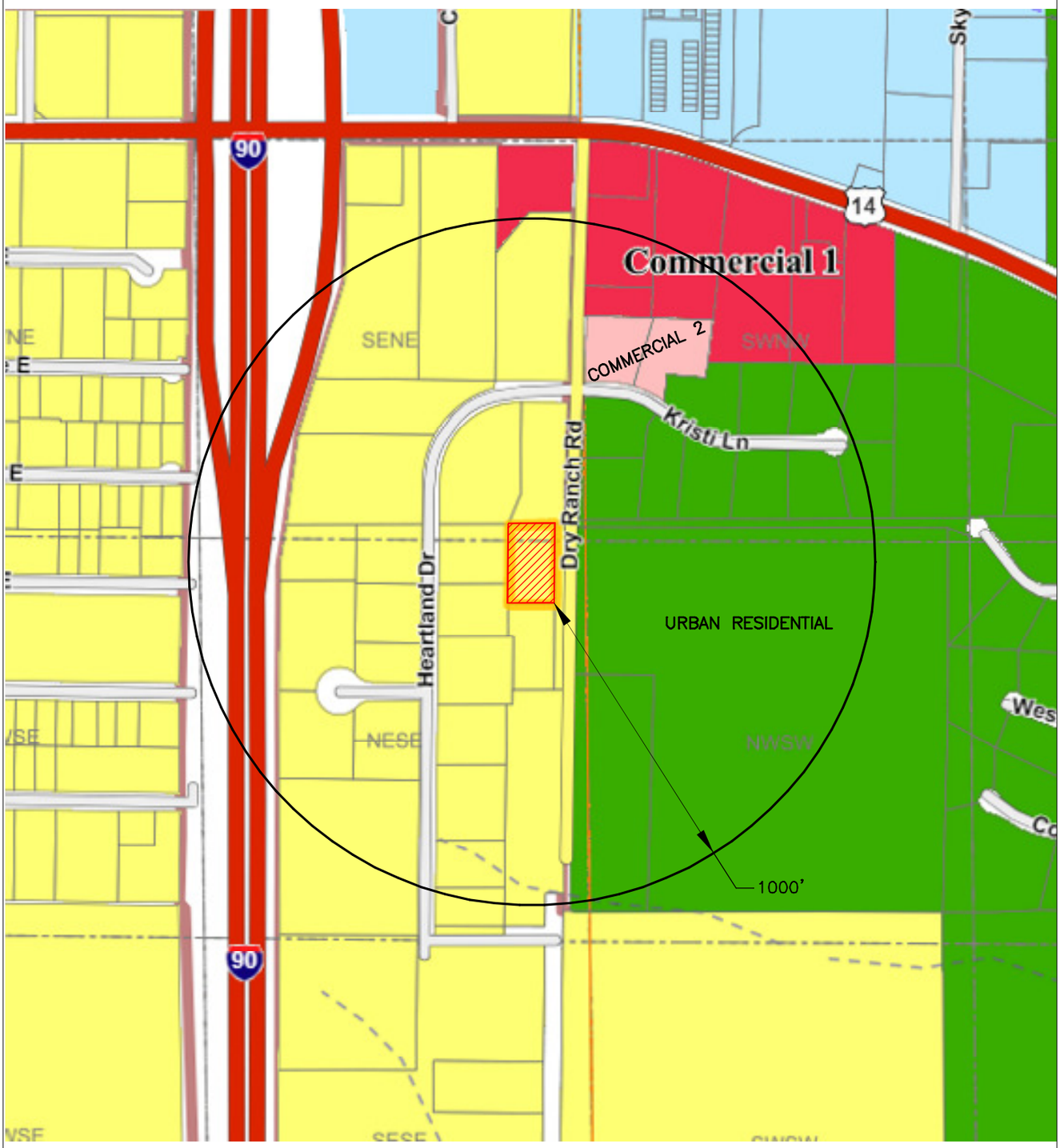
FOR:
BUTLER PROPERTIES, LLC
50 RIVER ROCK ROAD
SHERIDAN, WY

Prepared by Cannon Consulting LLC (307) 752-0109

DATE: 9/29/23

COUNTY ZONING

FOR 1000 FEET SURROUNDING A TRACT OF LAND DESCRIBED IN BOOK 507, PAGE 519 IN THE RECORDS OF THE SHERIDAN COUNTY CLERK
LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE¼SE¼), SECTION 2,
T55N, R84W, 6TH P.M., SHERIDAN COUNTY, WYOMING,



N

NO TRUE SCALE

PREPARED BY:	CANNON CONSULTING, LLC PO BOX 6106 SHERIDAN, WY 82801
FOR:	BUTLER PROPERTIES 50 RIVER ROCK ROAD SHERIDAN, WY

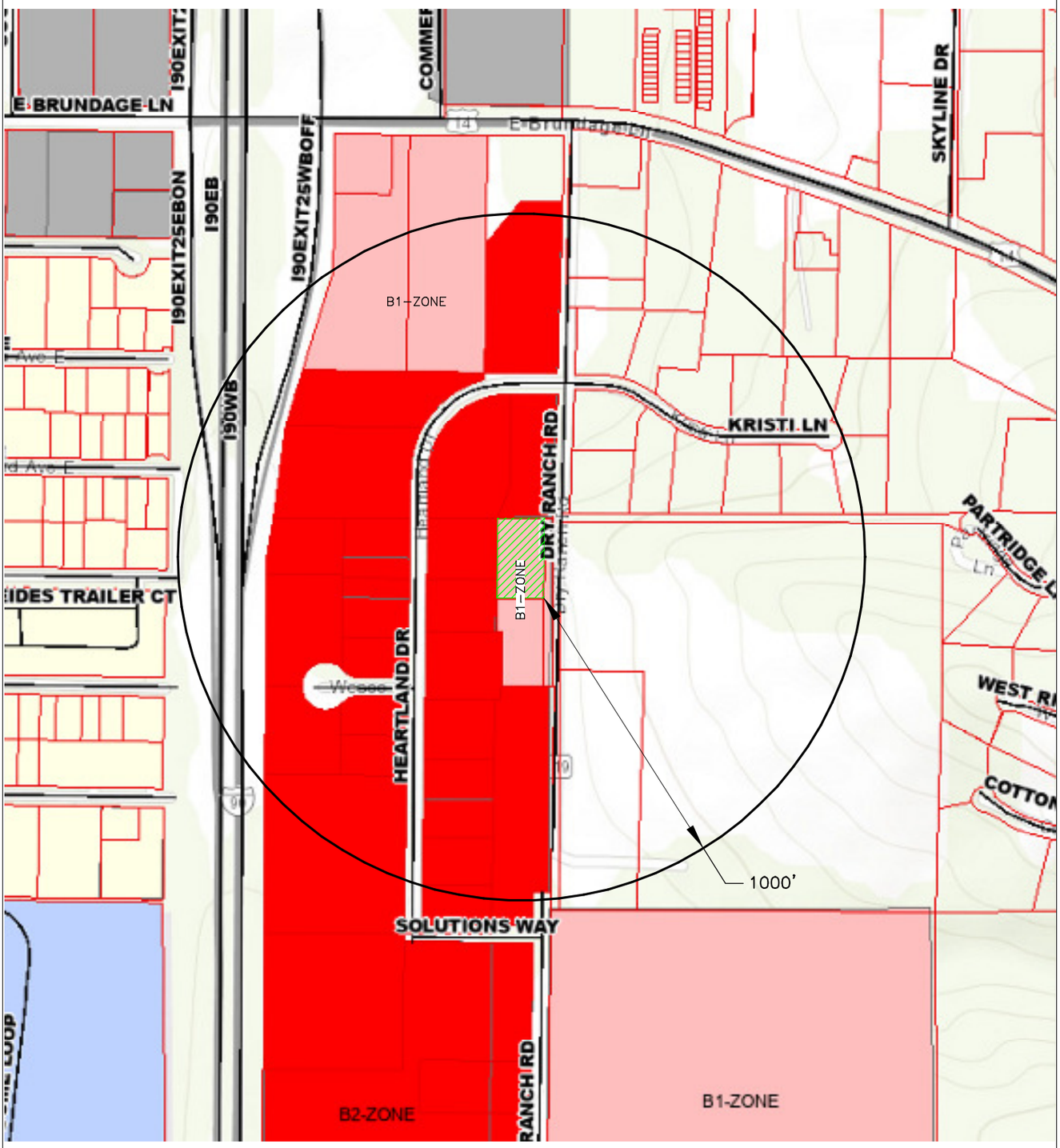
Cannon Consulting LLC
Making every shot count

Prepared by Cannon Consulting LLC (307) 752-0109

DATE: 9/14/23

CITY ZONING

FOR 1000 FEET SURROUNDING A TRACT OF LAND DESCRIBED IN BOOK 507, PAGE 519 IN THE RECORDS OF THE SHERIDAN COUNTY CLERK
LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE¼SE¼), SECTION 2,
T55N, R84W, 6TH P.M., SHERIDAN COUNTY, WYOMING,



N

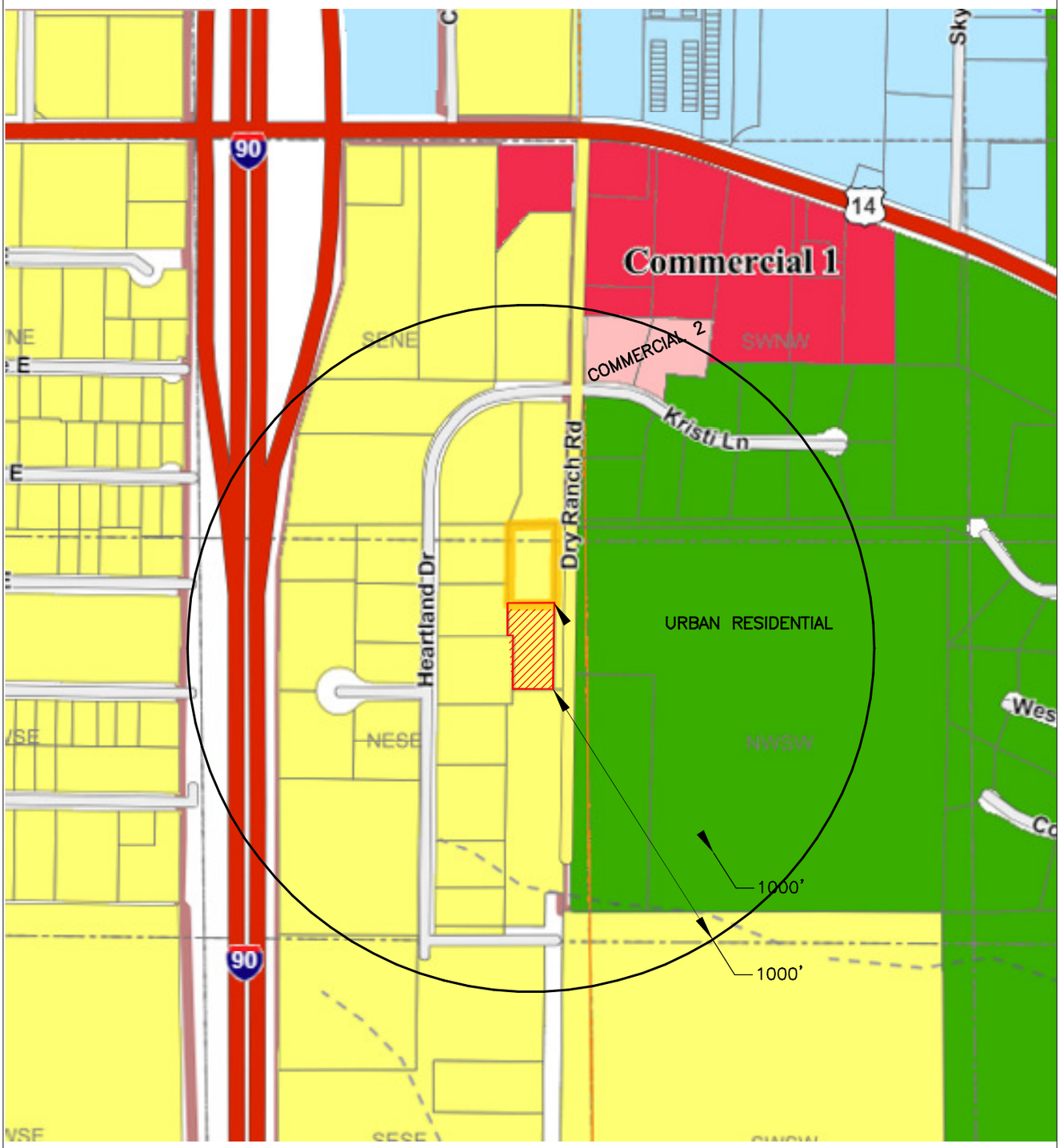
NO TRUE SCALE

Cannon Consulting LLC
Making every shot count

PREPARED BY:	CANNON CONSULTING, LLC PO BOX 6106 SHERIDAN, WY 82801
FOR:	BUTLER PROPERTIES 50 RIVER ROCK ROAD SHERIDAN, WY
Prepared by Cannon Consulting LLC (307) 752-0109	DATE: 9/14/23

COUNTY ZONING

FOR 1000 FEET SURROUNDING A TRACT OF LAND DESCRIBED BY DEED # 2023-784566 IN THE RECORDS OF THE SHERIDAN COUNTY CLERK
LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE¼SE¼), SECTION 2,
T55N, R84W, 6TH P.M., SHERIDAN COUNTY, WYOMING,



N

NO TRUE SCALE

PREPARED BY:	CANNON CONSULTING, LLC PO BOX 6106 SHERIDAN, WY 82801
FOR:	BUTLER PROPERTIES 50 RIVER ROCK ROAD SHERIDAN, WY

Cannon Consulting LLC
Making every shot count

Prepared by Cannon Consulting LLC (307) 752-0109

DATE: 9/14/23

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

Utilities

MEMORANDUM

Project Name:	**Consideration of a Contract for Professional Services with Burns & McDonnell, in the amount of $114,519, for Landfill Title V Permitting - Utilities Director Dan Roberts**
From:	Dan Roberts, Utilities Director
To:	Mayor and Council
CC:	City Administrator Stuart McRae
Date:	12/18/2023

Recommendation:

Staff recommends the Mayor and City Council approve a Contract for Professional Services with Burns & McDonnell, in the amount of $114,519, to obtain a Title V air quality permit.

Staff requests that the Mayor and Council authorize Utilities Director, Dan Roberts, to act on behalf of the Council and Mayor in all matters related to this contract.

Background:

Municipal Solid Waste (MSW) landfills with a design capacity greater than 2,500,000 Metric Tons and 2,500,000 cubic meters must obtain a Title V air quality permit and are subject to New Source Performance Standards (NSPS). The Sheridan Landfill's overall design capacity has increased significantly as confirmed in our recently issued Lifetime Permit and the recent start of construction on Cell 10. As such, the Sheridan Landfill is subject to Title V/ NSPS requirements.

The City is proceeding on a course to meet the requirements of Title V by a defined deadline of June 30, 2024. The hiring of an environmental engineering consultant is necessary in order to conduct the field investigation, analysis, reporting, and application submission by the prescribed deadline.

Discussion:

Staff is proposing to utilize Burns & McDonnell, the City's current landfill consultant, to assist us in obtaining the Title V air quality permit. Over the past 15 years, Burns & McDonnell (Consultant) has been our primary consultant performing compliance reports, permitting, and design services for the City's Landfill. They have developed and maintained the specific knowledge and expertise to perform the work for us in an efficient, effective and professional manner.

Provided, for City Council consideration, is a Contract for Professional Services outlining the scope of services (Exhibit A) the Consultant would need to perform in order to deliver us with an approved Title V air quality permit. The time and materials based not-to-exceed fee proposed is $114,519 as per the hourly rates outlined in Exhibit B.

The following are key milestones to be met by the Consultant in performing under this contract:

Tier 2 Work Plan Submitted	January 5, 2024
Tier 2 Field Investigation	February 29, 2024
Tier 2 Report Submitted	March 11, 2024
Title V Application Submitted	March 21, 2024
GreenHouse Gas (GHG) Report Submitted	June 30, 2014

Funding:

This contract is proposed to be funded through the CWSRF loan obtained for the Sheridan Landfill's Cell 10 development.

Attachments

Contract & Exhibits A/B

CONTRACT FOR PROFESSIONAL SERVICES

FOR

Sheridan Landfill Title V Permitting

This Contract, made and entered into on _____, by and between the following:

CITY OF SHERIDAN, a Municipal Corporation, Sheridan, Wyoming 82801, hereinafter designated the Owner

and

Burns & McDonnell Engineering Company, Inc., a professional corporation, hereinafter designated the Consultant.

WITNESSETH:

WHEREAS, the Owner has need for a Consultant and;

WHEREAS, the Owner has authority to contract for consulting engineering services, and;

WHEREAS, the Consultant represents that he is qualified to perform such services, is in compliance with the Wyoming Statutes relating to the registration of professional engineers and is willing to furnish such services to the Owner;

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated herein, the Parties hereto agree as follows:

1. **CONSULTANT RIGHTS AND DUTIES**: the Consultant's duties and responsibilities include the following:

   A. To furnish all labor, materials, equipment, supplies, and incidentals necessary to conduct and complete the Consultant's portion of the project as defined in Section 3 - Scope of Work, and to prepare and deliver to the Owner all plans, specifications, bid documents and other material as designated herein.

   B. Ascertain such information as may have a bearing on the work from local units of government, utility companies and private organizations and shall be authorized to procure information from other authorities besides the Owner but shall keep the Owner advised as to the extent of these contacts and the results thereof.

   C. Prepare and present such information as may be pertinent and necessary, in order for the Owner to pass critical judgment on the features of the work. The Consultant shall make changes, amendments or revisions in the detail of the work as may be required by the Owner. When alternates are being considered, the Owner shall have the right of selection.

   D. Consultant will exercise reasonable skill, care, and diligence in the performance of its work and will carry out its responsibilities in accordance with the standards of sound engineering and present Owner, State and National standards and policies currently in use at the time of performance of the work.

E. To perform professional services in connection with the project and will serve as the Owner's representative in those phases of the project to which this agreement applies.

F. Where federal funds are involved, the necessary provisions to meet all applicable requirements will be complied with and documents secured and placed in the bidding documents.

G. Submit an estimated progress schedule as to time and costs at the beginning of the work, and monthly progress reports thereafter until complete. The reports will include any problems, potential problems, and delays as foreseen by the Consultant. Reports will be submitted in a timely manner to permit prompt resolution of problems.

H The Owner shall have the right of review and examination of the Consultant's work and records pertaining to this project accounting at all reasonable times.

I. Name a Project Manager who shall be the liaison between the Owner and the Consultant. For this project the Project Manager designated is **Bradley A. Coleman**.

J. If the Consultant fails to meet the foregoing standards, Consultant will perform at its own cost, and without reimbursement from Owner, the professional services necessary to correct errors and omissions. Corrections are to be reported to Consultant, in writing, within one year from the completion of Consultant's services for a Project. The obligations and remedies stated herein are the sole and exclusive obligations of Consultant and remedies of Owner, whether liability of the Consultant is based on contract, warranty, tort or otherwise. No warranty, express or implied, is included in this Contract or regarding any drawing, specification, or other work product or instrument of service or oral or written representation by Consultant or its employees or subconsultants.

2. OWNER RIGHTS AND DUTIES: The Owner's duties are set forth as follows:

A. To furnish all labor, materials, equipment, supplies, incidentals, and approvals necessary to conduct and complete the Owner's portion of the project as designated in the scope of work.

B. Name a Project Manager who shall be the liaison between the Consultant and the Owner. For this project the Project Manager designated is Bradley A. Coleman.

C. Place at Consultant's disposal all available information pertinent to the assignment, including previous reports and any other data relative thereto.

D. Provide access to and make all provisions for Consultant to enter upon property as required for Consultant to perform its services under this Agreement.

3. SCOPE OF WORK: The professional services to be provided by the Consultant under this Agreement shall be as necessary to furnish applications, calculations, laboratory analyses, plans, and other items incidental and necessary to implement the Project. The Consultant shall perform the work covered by this agreement which consists of:

A. Performing a Tier 2 investigation as described under Task 1 of Exhibit A.

B. Preparing and submitting a Title V permit application as described under Task 2 of Exhibit A.
C. Preparing and, if necessary, submitting a Greenhouse Gas Emissions Report as described under Task 3 of Exhibit A.

4. **COMPLETION**: The completion date for the Consultant's work shall be by the following schedule:

A. March 11, 2023 Submit Final Tier 2 report to the Wyoming Department of Environmental Quality via their IMPACT web site.
B. March 21, 2023 Submit Final Title V permit application to the Wyoming Department of Environmental Quality via their IMPACT web site.

The established completion dates shall not be extended because of any unwarranted delays attributed to the Consultant but may be extended by the Owner in the event of a delay attributed to the Owner or because of unavoidable delays due to severe weather, street conditions, or by any natural catastrophe or governmental action or inactions, quarantines, pandemics, epidemics, or conditions beyond the control of the Consultant.

Delays affecting the completion of the work within the time specified for the completion by more than ninety (90) days, not attributable to or caused by the Parties hereto, may be considered as cause for the renegotiation or termination of this Contract.

If the Consultant is behind on this Contract due to no fault of the Owner, then the Consultant hereby acknowledges the right of the Owner to withhold future Contracts to the Consultant in addition to any other remedy until this Contract is brought back on schedule or otherwise resolved.

.

5. **PAYMENT**: The work of the Consultant, as outlined in the scope of work, shall be accomplished for the fees as detailed below:

A. Time and Materials Method

The Owner shall pay the Consultant for basic services for the overall scope of work performed under Section 3 of this Agreement, a not-to-exceed amount of **$114,519** on a time and materials basis and in accordance with the rate sheet in Exhibit B as herein described.

Payment shall be paid to the Consultant upon receipt of the Consultant's invoice, said estimate being proportioned to the work completed by the Consultant. Payment shall be made within 30 days of the receipt of invoice.

Assumptions used in establishing the not-to-exceed cost of services proposed in this Agreement are outlined in **Exhibit A** to this agreement. **Exhibit B** to this Agreement establishes the Time and Material Rates used to determine the total not-to-exceed costs outlined in Section 5 of this Agreement and will be utilized to determine regular progress payments for services rendered.

B. **INSPECTION AND AUDIT**: All books, papers, records, payrolls, vouchers, and invoices relating to costs and expenditures incurred in the performance of the services by the Consultant hereunder shall be made available to the Owner, or their

authorized representatives, for audit and review at the Consultant's respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment. Notwithstanding anything to the contrary herein, in no event shall Owner be entitled to audit the composition of any agreed upon fixed rates or percentage multipliers.

The above amounts are based on expected salary costs during the coming year. If delay in portions of the work occurs, higher costs may result. These cost increases, if any, shall become effective only on the mutual agreement of the Owner and Consultant and shall be made a part of this agreement by means of an amendment.

The Consultant shall submit statements to the Owner at monthly intervals for interim payment of that portion of the work completed. Such estimates shall include costs incurred to date.

In the event this Contract is terminated prior to completion, copies of the Consultant's data, recommendations, plans, specifications, analysis and other related documents prepared by the Consultant prior to said termination, shall be delivered to and become part of the property of the Owner, after receipt of payment in full by Owner for work completed by Consultant up to and including the day of termination..

C. **ADDITIONAL SERVICES NOT COVERED BY THIS AGREEMENT**: If authorized by the Owner in writing, the Consultant will provide additional Professional Services in connection with the project as set forth below.

(1) Services due to changes in the scope of the project.

(2) Revising studies, reports, or calculations which have previously been approved by the Owner or when such revisions are due to causes beyond the control of the Consultant.

(5) Providing other services not otherwise provided for in the agreement, as mutually agreed upon by the parties.

6. **EMPLOYMENT**: The Consultant warrants that he has not employed or retained any company or persons, other than a bona fide employee, working solely for the Consultant, to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Consultant, any commission, percentage, brokerage fee, gifts or any other considerations contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Owner shall have the right to annul this Contract without liability, or at its discretion to deduct from the Consultant fee, or otherwise recover the full amount of such commission, percentage, brokerage fee, gift or contingent fee.

Any and all employees of the Consultant while engaged in the performance of any work or services required by the Consultant shall be considered employees of the Consultant only and not of the Owner, and any and all claims that may arise under the Workman's Compensation Act on behalf of said employees while so engaged and any and all claims made by a third party as a consequence of any act or omission on the part of the Consultant's employees while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the Consultant.

No person employed, retained, hired or contracted with by Consultant shall be deemed an employee of the Owner.

The Consultant shall be subject to and comply with Title VI of the Civil Rights Act of 1964; Section 140, Title 23, United States Code, and all regulations promulgated thereunder.

The Consultant shall comply with all provisions of Equal Employment Opportunity (EEO) and Disadvantaged Business Act (DBA - Minority and Women's Business Enterprises), and the Owner's implementation plan of this act.

7. **DECLARATION OF NO FINANCIAL INTEREST**: The Consultant hereby declares that the Consultant's partners, principal shareholders, officers and professional engineers assigned to or otherwise working on the projects or in any way associated with Consultant does not own any equitable or legal rights to property within the project, whether public or private, or have any interest either directly or indirectly in the project except for the renumeration provided herein: None.

8. **SUCCESSORS AND ASSIGNS**: This agreement and all of the covenants hereof shall insure to the benefit of and be binding upon the Owner and the Consultant respectively and his partners, successors, assigns and legal representatives. Neither the Owner nor the Consultant shall have the right to assign, transfer or sublet his interest or obligations hereunder without written consent of the other party.

9. **CHANGES IN WORK**: The Consultant shall make such revisions in the reports, plans, and specifications which have been completed, approved and accepted by the Owner as are reasonably necessary to correct the Consultant's negligent errors or omissions when reported to Consultant in writing by the Owner, within one year from the completion of Consultant's services for a Project, without additional compensation therefor. The obligations and remedies stated herein are the sole and exclusive obligations of Consultant and remedies of Owner, whether liability of the Consultant is based on contract, warranty, tort or otherwise.

   Any change in the scope of work as stated in this Contract for whatever reason, will be negotiated between the Owner and the Consultant and an amendment to the Contract will be issued with the appropriate change of work and Contract fee noted.

10. **LEGAL RELATIONS**: The Consultant shall comply with all Federal, State and local laws and ordinances applicable to the work to be done in effect as of the date of this Agreement.

11. **INSURANCE**: The Consultant shall secure and furnish to the Owner Certificate of Liability Insurance, therein, including the Owner as an additional insured on the General Liability policy, to include thirty (30) days notice of cancellation or non-renewal. The General Liability limit of liability for Bodily Injury and Property Damage to be One Million Dollars ($1,000,000) single limits per occurrence and in the aggregate to include underground excavation, with any insurance company authorized to do business in the State of Wyoming. The Consultant shall also furnish the Owner proof of Error and Omission Insurance Coverage in the amount of $1,000,000 per claim and in the aggregate.

12. **TERMINATION OF AGREEMENT**: The right is reserved by the Owner to terminate this Contract at any time upon not less than thirty (30) days written notice to the Consultant. If termination is due to the material failure of the Consultant to fulfill its agreement obligations, the Owner may take over the work and complete it after providing the Consultant thirty (30) days written notice to cure the Consultant's deficiencies.

In the event this Contract is terminated by the Owner, the Consultant shall be paid for the amount of work performed or services rendered to date of termination per the Contract fee.

In the event this Contract is terminated prior to completion, the originals of all plans shall remain the property of the Consultant. All information relating to the project and prepared under the terms of this Contract, including schedules, reports, data, recommendations, exhibits, analyses, plans, and specifications, shall be deemed the property of the Owner. Reproducibles of all notes, reports, plans, and specifications shall be made available at the Owner's request.

13. **ENDORSEMENTS**: The Consultant shall furnish professional stamps, statements, or other suitable means to signify responsible endorsement of work, on all drawings and reports furnished by him, as required by applicable law.

14. **OWNERSHIP OF DOCUMENTS**: The original tracings of all plans shall remain the property of the Consultant. All information relating to the project and prepared under the terms of this Contract, including schedules, reports, data, recommendations, exhibits, analysis, plans, and specifications, shall be deemed the property of the Owner. Reproducibles of all notes, reports, plans, and specifications shall be made available at the Owner's request; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to Consultant, or to Consultant's independent professional associates or consultants.

15. **PUBLIC INFORMATION**: The Consultant shall not issue any statements, releases or information for public dissemination without prior approval of the Owner.

16. **PROPRIETARY RIGHTS**: If patentable discoveries or inventions for the work are required to be created herein by Consultant, all rights accruing from such discoveries or inventions shall be the property of the Owner.

17. **RECORDS**: The Consultant shall maintain accounting records and other evidence pertaining to the cost incurred and to make the records available at all times during the Contract term and for three (3) years from the date of final payment. Such accounting records and other evidence pertaining to the cost incurred will be made available for inspections authorized by the Owner and copies thereof shall be furnished if requested.

18. **ATTORNEY**'s **FEES AND COSTS**: That in the event it becomes necessary for either Party to this Contract to retain an attorney to enforce any of the terms or conditions of this Contract or to give any notice required herein, then the prevailing Party or the Party giving notice shall be entitled to reasonable attorney's fees and costs.

19. **LITIGATION LOCATION**: In the event litigation is pursued under this contract it will be in the 4th Judicial District of the State of Wyoming.

20. **ADMINISTRATION MEDIATION**: Any disputes concerning the Consultant's performance of the work between the Consultant and the Owner shall be referred for determination to the City Administrator of the City before commencing any legal action to resolve the same.

21. **MODIFICATION AND AMENDMENTS**: That any amendment or modifications of this Contract or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this contract.

22. **HOLD HARMLESS PROVISION**: The Consultant shall only be liable for professional services stated specifically under the scope of this Agreement. The Consultant shall be indemnified and held harmless for any claims, damages, or liabilities arising from any act, neglect, default or mismanagement by the Owner, its Contractors, and their agents or employees.

The Consultant hereby agrees to indemnify and hold the Owner harmless from all losses, direct damages, and expenses for bodily injury, sickness and/disease, including death, or for economic injury or damages to third-party private property to the extent caused by any negligent acts or omissions of the Consultant, their agents, employees, or both, in performing the work required.

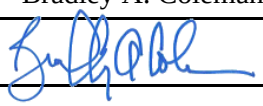
23. In no event will Consultant be liable for any special, indirect, or consequential damages including, without limitation, damages or losses for environmental impairment, increased project construction costs, loss of revenue or profit, lost production, fines, or penalties. The Consultant's aggregate liability for all damages connected with its services under Agreement will not exceed the compensation paid under this Contract.

24. Hazardous Substances: Any substances, chemicals, pollutants, explosive ordinances, or other materials, in whatever form or state, including, without limitation, product, waste, contaminant, smoke, vapors, soot, fumes, acids, alkalis, minerals, liquids, gases, or any other material, irritant, contaminant, or pollutant, that is known or suspected to adversely affect the health and safety of humans or of animal or plant organisms, or which are known or suspected to impair the environment in any way whatsoever including, without limitation, those substances defined, designated, or listed in the Clean Water Act (33 U.S.C. §1251 et seq.), Clean Air Act (42 U.S.C. §7401 et seq.), Emergency Planning & Community Right-to-Know Act (42 U.S.C. §11001 et seq.),Resource Conservation and Recovery Act ("RCRA") (42 U.S.C. §6901 et seq.), Toxic Substances Control Act (15 U.S.C. §2601 et seq.), Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") (42 U.S.C. §9601 et seq.), or as defined, designated, or listed under any other federal, state, or local law, regulation, or ordinance concerning hazardous substances, toxic or dangerous substances, chemicals, wastes, pollutants, contaminants, or explosive ordinances.

25. Owner and Consultant acknowledge and understand that Owner shall retain ownership of and title to any Hazardous Substances originating at, found on, brought to, removed from, or generated from the project site or operations on the premises. The parties agree that such Hazardous Substances, including substances designated as waste, were not caused by and are not the responsibility of Consultant; and that this Contract, or any documents associated with this Contract, do not attempt to nor do they actually transfer responsibility, liability, or ownership for Hazardous Substances to Consultant. Under no circumstances shall Consultant assume ownership of or legal liability for such Hazardous Substances under any law, rule, order, or regulation pertaining to Hazardous Substances, or assume the status of generator, transporter, storer, treater, or disposal facility, or arranger of transport, storage, or disposal, for Hazardous Substances. .

Burns & McDonnell Engineering Company, Inc.

NAME: Bradley A. Coleman

BY: 

TITLE: Senior Associate Project Manager

DATE: 12/12/2023

CITY OF SHERIDAN, WYOMING

BY: _____

{Insert Official Name Here}

DATE: _____

EXHIBIT A
SCOPE OF SERVICES

Consultant will provide landfill emissions permitting and reporting services for the Sheridan Landfill, which is owned and operated by the City of Sheridan, Wyoming. This reporting does not include the reporting that will be required once a Title V permit is issued for the landfill.

Municipal Solid Waste (MSW) landfills with a design capacity greater than 2,500,000 Metric Tons (2,760,000 U.S. Short Tons) and 2,500,000 cubic meters (3,270,000 cubic yards) must obtain a Title V air permit and are subject to the New Source Performance Standards (NSPS) codified under 40 CFR, Part 60 - Subpart XXX. The Sheridan Landfill officially became subject to Title V / NSPS requirements (40 CFR Part 70) ninety days after the commencement of construction. Construction began on June 23, 2023 and the ninety-day period was over on September 21, 2023.

Within 90 days of the start of construction of Cell 10, the Owner was required to submit a Design Capacity and Tier 1 Report to the Wyoming Department of Environmental Quality (WDEQ), the permitting authority for NSPS in Wyoming. This was submitted via WDEQ's IMPACT website on September 11, 2023. From that date, the Owner must perform a Tier 2 Non-Methane Organic Compound (NMOC) emissions investigation and report the results to WDEQ within 180 days (i.e., by March 11, 2023).

A Title V Operating Permit application must be submitted within twelve months of becoming subject to Title V / NSPS regulations (40 CFR Part 70). The landfill became subject to 40 CFR Part 70 on September 21, 2023. To allow WDEQ sufficient time to prepare a Title V Permit, WDEQ has requested that the Title V permit application be submitted six months prior to this deadline (i.e., March 21, 2024).

The Owner is required to submit an annual Greenhouse Gas (GHG) Emissions Report to the U.S. Environmental Protection Agency (USEPA) for the Sheridan Landfill under the USEPA's Mandatory GHG Reporting Rules [40 CFR, Part 98 – Subpart HH] if actual methane generation exceeds 25,000 metric tons of CO2e (1000 metric tons of methane).

Given the above, the project has been organized into the following Tasks:

- **Task 1.0:** Tier 2 Investigation
- **Task 2.0:** Title V Permit Application
- **Task 3.0:** Greenhouse Gas Reporting

The Scope of Services for each of these tasks is as follows:

Task 1: Tier 2 Investigation
The Tier 2 Investigation will be performed to evaluate the actual NMOC emissions from the Sheridan Landfill. The investigation scope of work is described below.

1. A workplan will be prepared for the field investigation and laboratory testing activities for

review by the Owner and submittal to WDEQ. The Work Plan shall include approximate test locations, methodologies, quality control procedures, and a schedule for performing sampling.

2. The existing gas wells will be sampled in the T6/7/8 area. A Geoprobe contractor will be contracted to collect two landfill gas samples from the T1-6 area and from Cell 9. Two samples per hectare of the area that contains waste per 40 CFR 60.754(a)(3).

    a. Samples will be composited in summa canisters in groups up to three and analyzed as required by 40 CFR 60, Subpart XXX. Samples will be collected from temporary probes with depths ranging from 5 to 15 feet (approximate) and from existing landfill gas vents.

    b. The Sheridan Landfill historic and current waste placement area is comprised of approximately 23.1 hectares so a total of 47 1-liter LFG samples will be collected and composited into 16 Summa canisters (each a composite of no more than three samples).

3. A qualified laboratory will be contracted to analyze the NMOCs collected in the Summa cannisters. Seventeen Summa cannister samples are budgeted, which includes all planned samples plus one spare. If required by regulations, these samples will be shipped in accordance with Department of Transportation (DOT) Dangerous Goods regulations.

4. Prepare a Tier 2 emissions report based on the NMOC concentrations determined by the laboratory, historical waste information provided by Owner, and estimated future waste receipts.

    a. The report will include an outline of the sampling events and field methodology, laboratory analytical results including chain of custody records, a site map showing the sample locations, and calculations performed to estimate a site-specific NMOC concentration and the site's NMOC emission rate.

    b. An electronic copy of the draft report will be submitted to the Owner for review. After incorporation of Owner's comments, the final report will be submitted to Owner and WDEQ. Up to two hard copies each of the final report will be submitted to Owner and WDEQ.

Task 2: Title V Permit Application.

A Title V Permit application will be prepared under Task 2 as required by NSPS/Title V applications. Consultant will perform the activities described below to prepare and submit the application.

1. Prepare Potential-to-Emit calculations for Criteria Pollutants Hazardous Air Pollutants, and Greenhouse Gases (GHG).

2. Prepare a permit application report narrative to describe sources of emissions and list applicable emissions calculation methodologies used to develop the facility's Potential-to-Emit emissions.

3. Prepare the necessary support figures, including a site location map, site layout, and a simplified process flow diagram.

4. Submit the permit Application via the online IMPACT web site, which is WDEQ the default

mechanism for air permit applications.

Task 3.0: Greenhouse Gas Reporting
40 CFR Part 98 requires greenhouse Gas (GHG) emissions reporting. Under this task, the following activities will be performed:

1. Review the Owner's historical landfill gas data to determine if actual methane generation exceeds 25,000 metric tons of CO2e (1,000 metric tons of methane).

2. If the threshold above is exceeded, Consultant will:
    a. Prepare a GHG monitoring plan as per 40 CFR 98.3(g)(5).

    b. Complete a GHG emissions inventory in accordance with instructions and requirements of the EPA's Mandatory GHG Reporting Rule.

    c. Prepare and submit a GHG report using the US Environmental Protection Agency's e- GGRT website, which is the default portal for GHG data reporting.

Schedule
Assuming authorization by December 19, 2023, the following milestones will be met:

- Tier 2 Workplan submitted: January 5, 2024
- Tier 2 Field Investigation February 29, 2024
- Tier 2 Report submitted March 11, 2024
- Title V application submitted March 21, 2024
- GHG Report submitted June 30, 2024

Assumptions
- Consultant has assumed up to four days in the field for the Geoprobe phase of Tier 2 sampling, included in Task 1. An additional three days in the field is assumed for landfill gas vent sampling phase of Tier 2 sampling.

- Consultant has assumed that site access will be provided for all daylight hours, including weekends. Weekend access will be coordinated with Sheridan Landfill personnel.

- Consultant will require a tour of the facility with site personnel to complete an inventory of emission units required to complete Task 2. It is assumed that this will occur in the same mobilization as the work associated with Task 1.

- Owner will provide all available historical data in relation to waste placement, landfill gas observations, and other sources of information requested by Consultant.

- Consultant has assumed that for Task 3.0 the GHG emission thresholds requiring a report will be triggered after a review of the historical.

- The fieldwork can be completed in one mobilization. A change order will be provided if inclement weather will not allow the field activities to be completed in one mobilization.

EXHIBIT B

Schedule of Hourly Professional Service Billing Rates

Position Classification	Classification Level	Hourly Billing Rate
General Office *	5	$72.00
Technician *	6	$92.00
Assistant *	7	$111.00
	8	$152.00
	9	$181.00
Staff *	10	$204.00
	11	$223.00
Senior	12	$252.00
	13	$273.00
Associate	14	$281.00
	15	$283.00
	16	$285.00
	17	$289.00

NOTES:

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.

2. For any nonexempt personnel in positions marked with an asterisk (*), overtime will be billed at 1.5 times the hourly labor billing rates shown.

3. For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell plus 10%.

4. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.

5. The services of contract/agency and/or any personnel of a Burns & McDonnell parent, subsidiary or affiliate shall be billed to owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell, except that services provided by Burns & McDonnell Global, Inc. will be billed at a Level 6 based on the rates listed above.

6. The rates shown above are effective for services through December 31, 2024, and are subject to revision thereafter.

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

Public Works

MEMORANDUM

Project Name:	**City Hall Elevator Major Maintenance in the Amount of $169,250 - Public Works Director Hanns Mercer**
From:	Hanns Mercer, Public Works Director
To:	Mayor and Council
CC:	
Date:	12/06/2023

Recommendation:

Staff recommends the Mayor and City Council approve a contract with Otis Elevator Company for major maintenance on the elevator in the amount of $169,250.

Staff requests that the Mayor and Council authorize Public Works Director, Hanns Mercer, to act on behalf of the Council and Mayor in all matters related to this contract.

Background:

Major operational components are no longer replaceable and will be upgraded to a new microprocessor, solid state starter, and emergency operations, updated to code. See attached contact for all other components to be upgraded.

Discussion:

The contract price includes the base price of $123,500, work by others $20,000, cab improvements $22,000, and an additional ceiling option of $3,750, totaling $169,250.

Funding:

City Hall Capital Outlay Building Improvements budget.

Attachments

Contract

Image

DATE: September 6, 2023

TO:

Hans Mercer
c/o City of Sheridan
P.O. Box 848
Sheridan, WY 82801

FROM:

Otis Elevator Company
E. 510 North Foothills Dr.
Spokane, WA 99207

Gregory Norris
Phone: (406) 890-9054
Fax: (406) 545-2919

PROJECT LOCATION:
Sheridan City Hall
55 E. Grinnell Plaza
Sheridan, WY 82801

PROPOSAL NUMBER: QTE-001594592

MACHINE NUMBER(S): F93844

OTIS MODERNIZATION

Otis Hydro Accel

We propose to furnish labor and material to provide a hydraulic microprocessor-based control system. It is specifically designed to meet the particular needs of modernizing hydraulic elevators. The system is integrated by communications over serial links and discrete wiring. The "Relative System Response Plus" software dispatches elevators based upon real-time response to actual demands on the elevator(s).

Duty / Travel	Retain
Stops / Openings	Retain
Power Unit (Tank, Motor, Pump, Muffler and Valve)	New
Control Systems	New – Microprocessor
Starter Configuration	New Solid State Starter
Emergency Operation	Upgraded to Current Code
Pit Stop Switch	New

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Hoistway Access Switches or Lunar Key Access	New, as prescribed by code
Top of Car Inspection Station	New
Car Operating Panel	New Fixtures
Communications	New ADA Phone Integral with COP
Car Position Indicator (car)	New Digital Car Position Indicator in COP
Braille	New on COP and Entrances
Floor Passing Chime	New, ADA compliant
Emergency Lighting	New 6 volt system
Hall Station Buttons	New Fixtures
In-Car Lantern	New In Car Lanterns to Indicate Direction of Travel
Car Guides	Retain
Car Frame	Retain
Door Operator	New Closed Loop Door Operator
Interlocks	New
Door Restrictors	New Code Compliant Restrictors
Door Protection	New Door Detector
Car Door Tracks, Hangers	Retain
Car Door	Retain
Hoistway Door Tracks, Hangers	Retain
Hoistway Doors	Retain

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Hoistway Door Closers	Retain
Hoistway Limit Switches	Retain
Traveling Cables	New
Hoistway Wire	New
Signage	New
New Car Door Relation	Included
Toe Guards	New Code Compliant as Needed
Seismic Rupture Valve	New (add)
Maintenance	Per Existing Maintenance Agreement (alt. to be supplied separately)
Emergency power (ERU)	Alternate 1
Cab Interior Finishes	Alternate 2
Cab Air Purifier (new fan included)	Alternate 3

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MODERNIZATION DEFINITIONS PAGE

Retain	Equipment will be retained in the same working order currently found when the project was accepted. Any problems with this equipment while completing the modernization will require a change order to repair
Refurbish "As New"	Equipment will be cleaned, adjusted and repaired as necessary during the Modernization process
Refurbish "As Needed"	Same as Refurbish "As New", but at the elevator Contractor's discretion.
New	Completely new units to replace the existing will be installed as part of the modernization. These units may be identical to the existing or replacements from different manufactures unless listed.
By Others	This work is to be completed by contractors other than the Elevator contractor. The work must be completed, scheduled, and paid for by the building management. This work must be scheduled with the elevator contractor and must be completed before inspections on the modernized elevators can be completed.

WORK BY OTHERS (NOT INCLUDED IN CONTRACT PRICE)

Main Line Power Feeders	The current main line piping and wiring from the disconnect to the new controller location May need to be relocated to accommodate the new controllers. A ground wire must be added if it does not already exist.
Cab Lighting	A single 110 circuit must be run to each controller. This circuit must be run through a disconnect or switch that is lockable in the on or off position. The location of this switch must be coordinated with the elevator mechanic on site.
GFI Outlets	All Outlets in the machine room and/or the pits must be retrofitted with GFI outlets per code.
Light Guards	All lighting in the machine room and/or the pit must be retrofitted with code compliant guards made of either grounded metal, plastic or comparable.
Phone	Code requires a single phone line per elevator to be run in conduit to each controller. This line must be a normal dial tone outside line. Unless otherwise agreed upon by the elevator contractor.
Disconnects	The main power elevator disconnects must be code compliant, fused or breakers, and must be lockable in the off positions. The disconnects must be located within clear site of each elevator motor.
Fire Recall	Combined with the modernization main floor and Alternate floor fire recall will be required. Smoke detectors must be installed if not currently operating, at every lobby, the machine room, and the hoistway (if sprinklers are present). Smoke detectors in the hoistway must be mounted on an access panel that is serviceable from the outside of the hoistway. This panel must be no greater than 2' x 2'.

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Shunt trip Disconnect	If sprinklers are altered or installed in the machine room and or the hoistway as part of the modernization, a heat detector must be installed within 18" of every sprinkler head in the machine room and the hoistway overhead. These heat detectors must activate a shunt trip disconnect located outside the elevator machine room, to remove all of the three phase elevator power prior to the power entering the machine room.
Cutting and Patching	Any cutting and patching required for the installation of this equipment, including but not limited to cutting walls for installation of new fixtures.
Sump Pump	Any sump pump modifications/additions required by code AHJ.
Pit Ladder	If not included in proposal. Add $890/ladder to contract price if Otis is to provide.
Modifications to Machine Room	Including but not limited to the following: • Machine room door must be self closing and self locking • Adequate lighting and proper location in machine room. • GFI outlets • Light Guards • Disconnects • Phone lines • 110 v cab lighting circuits and disconnects • Pit ladder • Pit Lighting and GFI • Sprinklers • Smoke detectors, heat detectors • Shunt Trip Disconnects • Ledges in hoistway • Windows in Hoistway • Vents in hoistway • Temperature control in machine room

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CLARIFICATIONS

1. The attached "Work By Others" (Not by Otis) is not part of this proposal.
2. Our proposal is based on mutually agreeable terms and conditions, with neither party liable for special, indirect, consequential, or liquidated damages.
3. Cab interior can be purchased for an extra cost from Otis Elevator Company but is not included in this scope of work.
4. Building must modify machine room for applicable code requirements.
5. Proposal price is valid for 60 days.
6. Cab lighting circuits and disconnects by others. (wiring to be run to new controllers)
7. Otis can accept a 10% variation of mainline from the norm. 5% above to 5% below the specified mainline voltage.
8. Storage and parking for Otis personnel to be provided at no charge to Otis.
9. We have included the cost of an Owners and Contractors Protection Policy, in lieu of naming others as additional insured.
10. **Schedule of Payments:**

i.	**Contract Award**	**50%**	**Engineering/Procurement of Materials**
ii.	**Completion**	**50%**	**@ Job Completion**

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ALTERNATE NO. 1 - AUT-O-SAFE® (Battery Back-Up Device)

We will furnish and install an Emergency Return Unit (ERU) providing auxiliary power to your hydraulic elevator(s). In the event of a primary power failure or a single phase condition, the ERU is designed to automatically return the elevator to its lowest landing at normal speed and allow all passengers to exit safely. If all elevator controls are in normal position, the elevator will be able to resume normal operation when building power is restored. Once main power has returned, it takes from six to 24 hours for the batteries to become fully charged, depending on the amount of power consumed in performing an ERU operation.

WORK BY OTHERS
Others are to provide an auxiliary contact on the main line disconnect switch and run two #18 wires from this auxiliary contact to the elevator controller such that when the main line disconnect switch is in the ON position, the auxiliary contact is closed and opens mechanically when the main line disconnect switch is placed in the OFF position.

CONTRACT PRICE…….ADD $4,000

INITIAL TO ACCEPT:_____

ALTERNATE NO. 2 – CAB INTERIOR AND CEILING

Otis agrees to supply and install the below cab interior and ceiling

Cab Interior
Otis agrees to supply and install a new cab interior for the above elevator. Customer may choose from the following designs: Delridge, Fremont, Highlands, Montlake, Eastlake, and Newcastle (Customer to choose laminate color from wilson art brochure) . The interior will consist of two side walls and the rear wall.

Ceiling
Otis agrees to supply a brushed aluminum framed suspended ceiling for the above elevator. The final number of sections will be determined during the shop drawings by the existing hatch location. Ceiling will have two (2) twin tube LED light fixtures for installation on the car dome.

CONTRACT PRICE…….ADD $22,000

INITIAL TO ACCEPT:_____

The extent of the work to be performed is either described above or in the attached specification which is incorporated into and made a part of this document.

ALTERNATE NO. 3 – Cab Air Purifier

Otis will furnish and install the Otis Cab Air Purifier along with a new elevator fan.

The Otis Cab Air Purifier uses proactive air purification technologies to minimize airborne viruses safely by using bipolar ionization, which creates millions of positive and negative ions, a proven method of virus reduction.

CONTRACT PRICE…….ADD $3,800

INITIAL TO ACCEPT:_____

The extent of the work to be performed is either described above or in the attached specification which is incorporated into and made a part of this document.

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PRICE: **$ 123,500.00**
One hundred twenty-three thousand five hundred dollars 00/100

This proposal, including the provisions printed on the pages following, shall be a binding contract between you, or the party identified below for whom you are authorized to contract (collectively referred to herein as you), and us when accepted by you through execution of this proposal by you and approved by our authorized representative; or by your authorizing us to perform work for the project and our commencing such work.

Accepted in Duplicate

Submitted by: **Gregory Norris**

CUSTOMER
Approved by Authorized Representative

Date: _____

Signed: _____

Print Name: _____

Title: _____

OTIS ELEVATOR COMPANY
Approved by Authorized Representative

Date: _____

Signed: _____

Print Name: _____

Title: _____

Name of Company: _____

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TERMS AND CONDITIONS

The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law.
In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.
This quotation is subject to change or withdrawal by us prior to acceptance.
We warrant to you that the work performed by us hereunder shall be free from defects, not inherent in the quality required or permitted, in material and workmanship for one (1) year from the date of substantial completion. Our duty and your remedy under this warranty are limited to our correcting any such defect you report to us within the warranty period by, at our opinion, repair or replacement, provided all payments due under the terms of this contract have been made in full. All parts used for repair or replacement under this warranty shall be good quality and furnished on an exchange basis. Printed circuit boards used for replacement parts under this warranty may be refurbished boards. Exchanged parts become our property.
We shall perform the work during our regular working hours of our regular working days unless otherwise agreed in writing. You shall be responsible for providing suitable storage space at the site for our material.
You shall obtain title to all the equipment furnished hereunder when final payment for such material is received by us. In addition, you shall be granted a license to use any software incorporated into any such equipment solely for operating such equipment.
Any drawings, illustrations or descriptive matter furnished with the proposal are submitted only to show the general style, arrangement and dimensions of the equipment.
We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.
Any material removed by us in the performance of the work shall become our property.
Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with adequate electrical power at no cost to us with a safe place in which to work, and we reserve the right to discontinue our work in the building whenever in our opinion working conditions are unsafe. If overtime work is mutually agreed upon and performed, an additional charge thereof, at our usual rates for such work, shall be added to the contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our current labor rates.
We shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Agreement may be used as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC-1 form or any other document reasonably requested by us for that purpose.
Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.
Neither you nor we shall be liable to the other party hereto for any loss, damage or delay due to any cause beyond your or our reasonable control, including, but not limited to, acts of government, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, or act of God; provided, however, that, should loss of or damage to our material or work occur at the site, you shall compensate us therefor unless such loss or damage results from our acts or omissions.
We do not agree under our warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any cause beyond our control.
We shall conduct, at our own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages excluding consequential damages and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall at our option, (i) procure for you the right use of the equipment, (ii) replace the equipment with equivalent noninfringing equipment, (iii) modify the equipment so it becomes noninfringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage or obsolescence.
THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE THE EXCLUSIVE WARRANTIES GIVEN: WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE; AND THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.
Under no circumstances shall we be liable for any special, indirect or consequential damages of any kind including, but not limited to, loss of profit, loss of good will, loss of business opportunity, additional financing costs, or loss of use of any equipment or property, whether in contract, in tort, in warranty or otherwise.
Your remedies set forth herein are exclusive and our liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort, in warranty or otherwise, shall not exceed the price for the equipment or services rendered.
It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment furnished hereunder is periodically inspected. The interval between such inspections shall not be longer than what may be required by the applicable governing safety code.
By accepting delivery of parts incorporating software you agree that the transaction is not a sale of such software but merely a license to use such software solely for operating the unit(s) for which the part was provided, not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms prior to any such transfer.
Our work shall not include the identification, detection, abatement, encapsulation or removal of asbestos, polychlorinated biphenyl (PCB), or products or materials containing asbestos, PCB's or other hazardous substances. In the event we encounter any such product or materials in the course of performing work, we shall have the right to discontinue our work and remove our employees from the project until you have taken the appropriate action to abate, encapsulate or remove such products or materials, and any hazards connected therewith, or until it is determined that no hazard exists (as the case may require). We shall receive an extension of time to complete the work hereunder and compensation for delays encountered as a result of such situation.
This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document, and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Agreement shall not be binding upon either party unless agreed to in writing by an authorized representative of each party. Both parties agree that any form issued by you that contains any terms that are inconsistent with those contained herein shall not modify this Agreement, nor shall it constitute an acceptance of any additional terms.

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