



**AGENDA
CITY OF SHERIDAN
FEBRUARY 12, 2024
STUDY SESSION COUNCIL MEETING START 5:30 P.M.**

1. Discussion of Regular City Council Meeting Times - City Clerk/Strategy Director Cecilia Good
2. Discussion of New Liquor License Application for Wyoming Horse Racing, LLC dba Horse Palace - City Clerk/Strategy Director Cecilia Good
3. Discussion of Contract with Yonkee & Toner, LLP for City Attorney Services - City Attorney Brendon Kerns
4. Discussion of Collective Bargaining Rules and Procedures - Human Resources Director Heather Doke
5. Discussion of Bid Award to LJS Concrete & Excavating for the North Heights Waterline Replacement Phase III Project in the Amount of \$2,005,813.84 - City Engineer Thomas Morneau
6. Discussion of Resolution 06-24 Authorizing the Submission of a "Rebuilding American Infrastructure with Sustainability and Equity" Grant in the Amount of \$1,900,000 - Public Works Director Hanns Mercer



CITY OF SHERIDAN, WYOMING

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

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

Clerk

MEMORANDUM

RE: Discussion of New Liquor License Application for Wyoming Horse Racing, LLC dba Horse Palace - City Clerk/Strategy Director Cecilia Good

From: Cecilia Good, City Clerk

To: City Council

CC: City Administrator Stuart McRae

Date:

Discussion:

Please see attached the applicaiton and business plan for a new Bar and Grill Liquor License.

Attachments

Application and Operation Plan

Resolution 27-23 Bar and Grill Process

NEW OR TRANSFER
LIQUOR LICENSE OR
PERMIT APPLICATION

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

To be completed by City / Town / County Clerk		Local License #: <u>6</u>
License Fees	Annual Fee: \$ <u>3500.00</u>	Date filed with clerk: <u>1 / 20 / 24</u>
	Prorated Fee: \$ _____	Advertising Dates: (2 Consecutive Weeks Prior to Hearing)
	Transfer Fee: \$ _____	&
	Publishing Fee: \$ <u>90-</u>	Public Hearing Date: <u>2 / 20 / 24</u>
Publishing Fee Direct Billed to Applicant: ☐		
License Term:	<u>2 / 21 / 24</u> Through <u>Dec / 31 / 2024</u>	
	Month Day Year	Month Day Year
LICENSING AUTHORITY: Begin publishing promptly As W.S. 12-4-104(d) specifies: NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.		
Applicant (Business Name): Wyoming Horse Racing LLC		
Doing Business As (DBA) / Trade Name: Horse Palace		
Building to be licensed / Building Address: 2240 Coffeen Ave		
(Address Number, and Suite or Unit Number, and Street or Road Name)		
Sheridan WY 82801 Sheridan		
City State Zip County		
Local Mailing Address: PO Box 1247		
(Address Number or PO Box, and Suite or Unit Number, and Street or Road Name)		
Cheyenne WY 82003 Laramie		
City State Zip County		
Local Business Telephone Number: (307) 673-4846 Fax Number: _____		
Business E-Mail Address: Jeffblack@wyominghorseracing.com and shawnjackson@wyominghorseracing.com		
Business Primary Contact: Shawn Jackson		
First Name Last Name		
FILING FOR	FILING IN (CHOOSE ONLY ONE)	FILING AS (CHOOSE ONLY ONE)
☒ NEW LICENSE	☒ CITY / TOWN OF: Sheridan	☐ INDIVIDUAL
☐ TRANSFER OF LOCATION	☐ COUNTY OF: _____	☐ PARTNERSHIP
☐ TRANSFER OF OWNERSHIP		☐ LP ☐ LLP ☐ LLLP
☐ ASSIGNMENT LETTER MUST BE ATTACHED		☒ LLC ☐ LC
FORMERLY HELD BY: _____		☐ CORPORATION (INC)
		☐ POLITICAL SUBDIVISION
		☐ ORGANIZATION
		☐ OTHER _____
TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)		
☐ RETAIL LIQUOR LICENSE	☐ RESTAURANT LIQUOR LICENSE	☐ MICROBREWERY PERMIT
PRIMARY BUSINESS TYPE (CHOOSE ONLY ONE)	☒ BAR AND GRILL LIQUOR LICENSE	☐ WINERY PERMIT
☐ ON-PREMISE BAR	☐ RESORT LIQUOR LICENSE	☐ MANUFACTURER SATELLITE PERMIT
☐ OFF-PREMISE PACKAGE STORE	LIMITED RETAIL LIQUOR LICENSE (CLUB)	☐ WINERY SATELLITE PERMIT
☐ ON & OFF PREMISE BAR & PACKAGE STORE	☐ VETERANS CLUB	☐ COUNTY MALT BEVERAGE PERMIT
	☐ FRATERNAL CLUB	☐ SPECIAL MALT BEVERAGE PERMIT
	☐ GOLF CLUB	
	☐ SOCIAL CLUB	
SPECIAL STATUTORY DESIGNATIONS (CHOOSE ONLY ONE)		
☐ COMMERCIAL AIRPORT (W.S. 12-4-201(d)(iv))	☐ RESORT (W.S. 12-4-401(iv) / 12-5-201(f))	
☐ GOLF CLUB (W.S. 12-5-201(f))	☐ GOLF CLUB-POLIT. SUBDIVISION (W.S. 12-4-301(e) / 12-5-201(f))	
☐ GUEST RANCH (W.S. 12-5-201(f))	☐ Other: _____	
OPERATIONAL STATUS (To Assist the Liquor Division with scheduling inspections (W.S. 12-1-101(a)(xxi) / 12-2-301(c) / 12-4-103(a)(v)))		
☒ FULL TIME	MONTHS OF OPERATION	from _____ to _____ ☒ All Year (Jan-Dec)
☐ SEASONAL	DAYS OF WEEK OF OPERATION	Monday-Saturday 10am-11pm
☐ NON-OPERATIONAL / PARKED	HOURS OF OPERATION	from _____ to _____ ☐ Every Day (Mon-Sun)
		Sunday 10am-10pm
		from _____ to _____ ☐ 24 Hours a Day

ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 3**1. BUILDING OWNERSHIP: W.S. 12-4-103(a)(iii)**

Does the Applicant own or lease the licensed building?

- (a) The Applicant **OWNS** the licensed building. ☐ YES (own)
 (b) The Applicant **LEASES** the licensed building. ☒ YES (lease)

If the building is leased, please submit a copy of the lease and indicate:

- (i) Lease term expiration date; located on page 1 paragraph 1 [OF ADDENDUM]

Note: The lease term **MUST** continue at least through the term of the liquor license or permit

- (ii) Sales provision for alcoholic or malt beverages: located, on page 2 paragraph 6 [OF ADDENDUM]

Note: The lease **MUST** contain a provision for **SALE OF ALCOHOLIC or MALT BEVERAGES**.**2. LIQUOR BUSINESS CONTROL: W.S. 12-4-601(b)**

- (a) To operate the liquor business, has the business or license/permit been assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license or permit or the licensed building? ☐ YES ☒ NO

(b) If the answer was **YES** to 2(a) above, explain fully and submit any documents in connection there within.**3. INTEREST IN LICENSE OR PERMIT: W.S. 12-5-401, 12-5-402, 12-5-403**

Does any alcohol manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm:

- (a) Hold any interest in the license/permit applied for? ☐ YES ☒ NO
 (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in the business? ☐ YES ☒ NO
 (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs? ☐ YES ☒ NO
 (d) If the answer was **YES** to any of the above, explain fully and submit any documents in connection there within.

4. RETAIL LIQUOR LICENSE-COUNTY LOCATIONS ONLY: W.S. 12-4-201(f)(ii)Is the licensed building within five (5) miles of an incorporated town or city? ☐ YES ☐ NO**5. RETAIL LIQUOR LICENSE-COMMERCIAL SERVICE AIRPORTS ONLY: W.S. 12-4-201(m)**

- (a) Will food and beverage services be contracted or subcontracted? ☐ YES ☐ NO
 1. If **YES**, is a copy of the food and beverage contract or lease attached? ☐ YES ☐ NO

6. BAR AND GRILL LICENSE OR RESTAURANT LIQUOR LICENSE ONLY: 12-4-413(a) / W.S. 12-4-407(a)Is a copy of the valid food service permit or the approved permit application attached? ☒ YES ☐ NO**7. RESORT LIQUOR LICENSE: W.S. 12-4-401 through W.S. 12-4-403(b)**

Does the resort complex:

- (a) Have an actual valuation of at least one million dollars, or have committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i) ☐ YES ☐ NO
 (b) Include a restaurant and a convention facility; a convention facility that will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii) ☐ YES ☐ NO
 (c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii) ☐ YES ☐ NO
 (d) If no on question (c), have a ski resort facility open to the general public in which has been committed or expended not less than 10 million dollars (\$10,000,000.00)? W.S. 12-4-401(b)(iv) ☐ YES ☐ NO
 (e) Will food and beverage services be contracted or subcontracted? W.S. 12-4-403(b) ☐ YES ☐ NO
 1. If **YES** to (e), is a copy of the food and beverage contract or lease attached? ☐ YES ☐ NO

8. MICROBREWERY PERMIT ONLY: WHOLESALE DISTRIBUTION: W.S. 12-2-201(a)

- (a) Will the microbrewery self-distribute its products or distribute through a licensed wholesaler? ☐ YES ☐ NO

If **YES**, a wholesale malt beverage license from the Liquor Division will be required.

9. LIMITED RETAIL (CLUB) LIQUOR LICENSE:**FRATERNAL CLUBS W.S. 12-1-101(a)(iii)(B)**

- (a) Has the fraternal organization been actively operating in at least thirty-six (36) states? ☐ YES ☐ NO
- (b) Has the fraternal organization been actively in existence for at least twenty (20) years? ☐ YES ☐ NO

10. LIMITED RETAIL (CLUB) LIQUOR LICENSE:**VETERANS CLUBS W.S. 12-1-101(a)(iii)(A):**

- (a) Does the Veteran's organization hold a charter by the Congress of the United States? ☐ YES ☐ NO
- (b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary? ☐ YES ☐ NO

11. LIMITED RETAIL (CLUB) LIQUOR LICENSE:**GOLF CLUBS W.S. 12-1-101(a)(iii)(D) / W.S. 12-4-301(e):**

- (a) Does the golf club have more than fifty (50) bona fide members? ☐ YES ☐ NO
- (b) Does the Applicant, maintain, or operate a bona fide golf course together with a clubhouse? ☐ YES ☐ NO
- (c) Is the Applicant a Political Subdivision of the state that owns, maintains, or operates this golf course? ☐ YES ☐ NO
1. Will food and beverage services be contracted or subcontracted? W.S. 12-4-301(e) ☐ YES ☐ NO
2. If YES, is a copy of the food and beverage contract or lease attached? ☐ YES ☐ NO

12. LIMITED RETAIL (CLUB) LIQUOR LICENSE:**SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E) / W.S. 12-4-301(b):**

- (a) Does the club have more than one hundred (100) bona fide members who are residents of the county in which the club is located? ☐ YES ☐ NO
- (b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state? ☐ YES ☐ NO
- (c) Is the club qualified as a tax-exempt organization under the Internal Revenue Service? ☐ YES ☐ NO
- (d) Has the club been in continuous operation for a period of not less than one (1) year? ☐ YES ☐ NO
- (e) Has the club received twenty-five dollars (\$25.00) from each bona fide member as recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues? ☐ YES ☐ NO
- (f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club? ☐ YES ☐ NO
- (g) Is a true copy of the club bylaws attached to this application? ☐ YES ☐ NO
- (h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? (Petition(s) Attached) ☐ YES ☐ NO

**13. Applicant is Filing As Individual, Partnership, Political Subdivision, Organization or Other:
W.S. 12-4-102(a)(ii) & (iii)**

Each Individual, partner or officer (as applicable) must complete all of the information below.
(If more information is required, list on a separate piece of paper and attach to this application.)

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip DO NOT LIST PO BOXES	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been convicted within the previous 10 years of:	
					a Felony Violation Relating to Alcoholic Liquor or Malt Beverages?	any Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

BUSINESS PLAN

WHR Business Plan

Sheridan, WY

Introduction:

The Sheridan Horse Palace has been a successful Gaming & OTB business for many years. To better compete with the competition and provide our customers with the amenities they have been asking for, WHR's objective is to build a bar with a wide selection of alcoholic beverages and food offerings that will allow us to provide our customers with these amenities.

Community:

This addition will provide more taxes for Sheridan. We will also continue to offer employment opportunities to locals as we grow.

The license will create a new space to the community, and more choices for residents, and customers of Sheridan to enjoy.

The Products:

Horse Palace will offer a variety of spirits, from domestic and imported beers to other alcoholic beverages. In addition, WHR will offer a modest food menu, and snacks.

We intend to start with traditional offerings, and then grow with the help of our customers.



LOOK HAVING THE FOLLOWING?
 POPCORN MACHINE - CARNIVAL KING - PH530
 HOT DOG ROLLER - CARNIVAL KING - HD3030
 MACHO CHEESE DISPENSER - CARNIVAL KING - MS10425
 BEER DISPENSER - TUNE - TD30-1-4HC
 BACK BAR COOLER - CENTRAL EXCLUSIVE - 686C-106

POUPPRT
SHERIDAN HORSE PALACE
SHERIDAN, WY
DATE: 28 NOVEMBER, 2023

PLAN OF OPERATION



CITY OF SHERIDAN, WYOMING

55 Grinnell Plaza
Sheridan Wyoming 82801
(307) 675-4211
cgood@sheridanwy.gov

**BAR & GRILL/RESTAURANT
LIQUOR LICENSE OPERATION PLAN**

Name as it appears on license:	Wyoming Horse Racing LLC
Common Name (doing business as):	Horse Palace Gaming & OTB
Street Address:	2240 Coffeen Ave, Sheridan, WY 82801
Phone #:	307-673-4846

Hours of Operation

Our planned hours of operation are:

Monday:	10 AM – 11 PM
Tuesday:	10 AM – 11 PM
Wednesday:	10 AM – 11 PM
Thursday:	10 AM – 11 PM
Friday:	10 AM – 11 PM
Saturday:	10 AM – 11 PM
Sunday:	10 AM – 10 PM

Last call will be 30 minutes before closing and last service will be 20 minutes before closing.

Use of License

Please describe the characteristics of your operations, including any entertainment that will contribute to the 60% food sales/entertainment requirement if applying for a Bar & Grill license:

We will be offering adult alcoholic and non-alcoholic beverages from our bar, and an assortment of approved food. We would like to offer these options to our customers who visit our gaming & OTB establishment. This will allow us to enhance their experience at our property.



CITY OF SHERIDAN, WYOMING

55 Grinnell Plaza
Sheridan Wyoming 82801
(307) 675-4211
cgood@sheridanwy.gov

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

<u>Nature of Business:</u>	<u>Regular Events:</u>	<u>Special Events:</u>	<u>Other:</u>
• Bar • Restaurant	• Happy Hour • Live Entertainment		

Security/ Crowd Control/ Capacity Limits

The official occupancy limit for our business is:
N/A it will change when we expand our property.

In order to comply with our occupancy limits we shall:

Once we receive the official occupancy limits, staff will ensure they are always aware of the total number of customers in the establishment. If we are approaching the limit, the staff will control the flow of customers entering and leaving the property. Once we are at capacity, we will not be allow anyone in until there is space for them.

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

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

Rules of the establishment shall be enforced by:

Manager, Assistant Manager, Leads, and Executive Chef/Director of Food and Beverage



CITY OF SHERIDAN, WYOMING

55 Grinnell Plaza
Sheridan Wyoming 82801
(307) 675-4211
cgood@sheridanwy.gov

Alcohol Management

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

Bartenders will be TIPS certified, and 21 years old and over.

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

Peter Liguori

01/25/2024

Signature of License Holder

Date

Peter Liguori, Executive Vice President

Printed Name

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

**CITY OF SHERIDAN
RESOLUTION 27-23**

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

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

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

BE IT RESOLVED BY THE CITY OF SHERIDAN GOVERNING BODY:

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

PASSED, APPROVED AND ADOPTED THIS 5th day of July, 2023.

CITY OF SHERIDAN:


Richard Bridger, Mayor

ATTEST:


Cecilia Good, City Clerk





CITY OF SHERIDAN, WYOMING

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

Attorney

MEMORANDUM

RE: Discussion of Contract with Yonkee & Toner, LLP for City Attorney Services - City Attorney Brendon Kerns
From: Brendon Kerns, City Attorney
To: City Council
CC: City Administrator Stuart McRae
Date:

Discussion:

See attached contract.

Attachments

Draft Civil Agreement

**AGREEMENT FOR CITY ATTORNEY
SERVICES
CITY OF SHERIDAN**

This AGREEMENT FOR CITY ATTORNEY SERVICES (the “Agreement”) is effective as of the date of its approval by the Sheridan City Governing Body, by and between Yonkee & Toner, LLP, a Wyoming Limited Liability Partnership, (“Attorney”) and the City of Sheridan, a Municipal Corporation (“City”).

WHEREAS, City and Attorney desire to engage in a stable and flexible long term contractual relationship whereby Attorney is available to provide services as the City Attorney; and

WHEREAS, City and Attorney desire to comply with Wyoming State Statutes and City Ordinances, and to also more efficiently provide requested and necessary legal services to the City on an as-needed basis; and

WHEREAS, pursuant to Charter Ordinance 2202, the Mayor appoints the City Attorney with consent of the Governing Body; and

WHEREAS, City desires to receive legal services specifically described herein pursuant to this Agreement; and

WHEREAS, City and Attorney specifically acknowledge that this Agreement is not an employment agreement and does not establish a relationship of employer and employee between Attorney and City, between City Attorney and City, or between City and any Attorney’ staff, but defines a relationship between the parties wherein Attorney is an independent contractor of City; and

WHEREAS, Attorney reserves its independence to act within the limits imposed by law and professional obligations such that City’s policy objectives during the representation will be furthered through means Attorney considers appropriate under its professional obligations, after consultation with City, and as may otherwise be required by Wyoming Statute and the Wyoming Rules of Professional Conduct.

THEREFORE, in mutual consideration of this agreement and as resolved by the parties, the following terms are hereby agreed:

1. APPOINTMENT

The City Governing Body hereby confirms the appointment of Yonkee & Toner, LLP as the City Attorney, to render such legal services as are customarily rendered by such officials and as further specified herein.

Notwithstanding the foregoing appointment, Attorney represents it employs, or will employ at its own expense, all personnel required for the satisfactory performance of any and all tasks and services set forth herein. Attorney shall not designate a new or separate attorney (excluding attorney's within its firm) without the City Governing Body's prior approval, except from time to time necessary due to illness, conflicts or vacation scheduling. Approval of any such temporary substitute shall be obtained from the Mayor. The City Attorney may appoint various assistants and deputies as the City Attorney deems appropriate, without the need for amendment hereof.

2. SCOPE OF WORK AND DUTIES

A. Attorney shall perform any and all work necessary as the City Attorney for City without limitation, including:

(i) Upon request by the Mayor, City Administrator, City Governing Body or their designee, attendance at City Governing Body meetings, Committee meetings, Board meetings, Commission meetings, staff meetings and work studies; and

(ii) Provide legal advice, written legal opinions and consultation on all matters affecting City to the City Governing Body, City Administrator, boards, commissions, committees, officers, and employees of City as requested by the Mayor, City Governing Body, City Administrator, or his/her designee, in accordance with such policies and procedures as may be established by City from time to time; and

(iii) Be available for telephone consultation and in-person meetings with City staff, as needed on legal matters which are within their respective areas of operation; and

(iv) Upon request of City, prepare or review necessary legal documents such as: ordinances and resolutions; all agreements of any nature; all real property instruments of any nature, including purchase agreements and escrows, leases, covenants, deeds, easements and licenses; bond size, amount, and offering terms and conditions; public works construction documents, including bid specifications, contracts, bonds, insurance, liens and related documents; memorandums of understanding, franchise agreements, joint power agreements and all similar documents; and

(v) Represent and advise City on pending and potential litigation as requested by City, provided that litigation services may be provided by and through City insurance policies; and

(vi) Meet with City Governing Body members as requested by the Mayor or City Administrator; and

(vii) Monitor pending and current legislation and case law as appropriate; and

(viii) Supervise outside legal services, if any.

B. Upon request of City, Attorney shall provide representation to City in all of its legal

affairs, including, but not limited to, municipal law, land use, environmental issues, water, tort defense, employee matters, labor representation, finance, franchising, contracts, water, waste water, electricity, waste management, transportation, and other matters, except where conflicts exist or where the Mayor or City Governing Body may otherwise direct. The City Attorney shall represent City in all of the foregoing legal matters, and in initiating and defending all litigation unless otherwise directed by the Mayor, City Governing Body or such services are provided by City insurance carriers.

C. The City Attorney shall keep City informed as to the progress and status of all pending matters in accordance with such procedures as City may establish from time to time. The City Attorney is expected to manage, control and oversee the delivery of legal services in a competent, professional, and cost-effective manner. All legal services shall be properly supervised and all personnel shall be qualified to handle the work assigned. If outside special counsel is retained, unless otherwise directed by the City Governing Body, such special counsel shall be supervised by the City Attorney.

D. All legal services shall be coordinated under the direction of the Mayor, City Administrator, or City Governing Body. Nothing in this Agreement shall be construed in any manner as limiting the ultimate and absolute discretion of the Mayor or City Governing Body, at any time, to assign or reassign legal matter of City to other legal professionals. Further, nothing in this agreement shall be construed as to require City to obtain the City Attorney's approval prior to taking any action, signing any contract, signing any document, addressing employee matters or other matters of City.

3. CITY DUTIES

City agrees to provide such information, assistance, cooperation, and access to books, records, and other information as is necessary for Attorney to effectively render its professional services under this Agreement. City further agrees to abide by this Agreement, and to timely pay Attorney for fees, costs, and expenses, as established by this Agreement.

4. PERSONNEL

Assignments may be modified as provided above, except, Attorney shall exercise its discretion to utilize staff it determines to be best suited to its rendition of legal services under this Agreement, consistent with the competent and efficient rendering of legal services, and with a view toward rendering such services in an economically efficient manner.

5. COMPENSATION

- A. General legal services shall be billed at the rate of Two Hundred Twenty-Five and xx/100 Dollars (\$225.00) per hour in six-minute increments.
- B. In addition to the foregoing, Attorney shall be reimbursed for out-of-pocket expenses including, but not limited to: copying expense, computer research services, mailings, court reporter fees, filing fees and other costs and expenses incurred on City's behalf unless the service which generated the expense could have been provided by the City.

- C. The foregoing fee arrangement shall remain in effect until adjusted by the City Governing Body.

6. BILLING STATEMENT AND PAYMENT

Attorney' fees are charged on an hourly basis for all time actually expended and are billed monthly with payment due within forty-five (45) days per City's voucher procedures. The current hourly rate for services and any costs are fees charged to the City shall be set forth in the billing statement. The billings statement shall include an explanation as to the work performed and state the department who requested the work. Payment shall be made to Yonkee & Toner, LLP.

7. COSTS AND OTHER CHARGES

Extraordinary travel expenses, including transportation, meals, and lodging, when incurred on behalf of the client shall be reimbursed by City only with the prior agreement of City. Travel time shall be billed at half the hourly rate normally charged to City. Time spent eating, staying at hotels, or not for the benefit of the client shall not be billable. Expenses and time for traveling shall be limited to Four Hundred and xx/100 Dollars (\$400.00) unless otherwise approved by the City.

8. PROHIBITION AGAINST SUBCONTRACTING OR ASSIGNMENT

Attorney shall not contract with any other person or entity to perform, in whole or in part, the legal services required under this Agreement without the written approval of Mayor, City Administrator or City Governing Body except as needed for conflicts of interest. In addition, neither this Agreement, nor any interest herein, may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily, or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Adding attorneys to Yonkee & Toner, changes in the partnership or corporation, name changes and similar changes shall not be deemed a transfer or assignment requiring approval of City or amendment hereof.

9. INDEPENDENT CONTRACTOR

Attorney shall perform all legal services required under this Agreement as an independent contractor of City, and shall remain, at all times as to City, a wholly independent contractor with only such obligations as are required under this Agreement. Neither City, nor any of its employees, shall have any control over the manner, mode, or means by which Attorney, its agents or employees, render the legal services required under this Agreement, except as otherwise set forth. City shall have no voice or control in the selection, discharge, supervision or control of Attorney' employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service.

10. INSURANCE

Attorney shall procure and maintain, at its sole cost and expense, in a form and content

satisfactory to City, during the entire term of this Agreement, including any extension thereof, the following policies of insurance:

- (a) Malpractice Insurance for Yonkee & Toner and its attorneys.
- (b) Automobile Insurance on any vehicle being driven by Attorney during the performance of its duties.

12. NOTICES

Notices required pursuant to this Agreement shall be given by personal service upon the party to be notified, or by delivery of same into the custody of the United States Postal Service, or its lawful successor; postage prepaid and addressed as follows:

CITY: City of Sheridan
55 Grinnell Plaza
Sheridan, WY 82801

ATTORNEY: Yonkee & Toner
319 W. Dow St.
Sheridan, WY 82801

Service of a notice by personal service shall be deemed to have been given as of the date of such personal service. Notice given by deposit with the United States Postal Service shall be deemed to have been given two (2) consecutive business days following the deposit of the same in the custody of said Postal Service. Either party hereto may, from time to time, by written notice to the other, designate a different address or person which shall be substituted for that specified above.

13. TERM, DISCHARGE AND WITHDRAWAL

This Agreement shall commence on March 1, 2024, and shall remain in full force and effect until June 30, 2026. The City may discharge Attorney for any action taken during the course of representation of the City by Attorney which is in violation of Wyoming Rules of Professional Conduct. Attorney may withdraw from City's representation at any time, to the extent permitted by law, and the Rules of Professional Conduct, upon at least a ninety (90) day notice to City.

In the event of such discharge or withdrawal, City will pay Attorney's professional fees and costs, in accordance with this Agreement, for all work done (and costs incurred) through the date of cessation of legal representation. City agrees to execute, upon request, a stipulation in such form as to permit Attorney to withdraw as City's attorney of record in any legal action then pending. Attorney shall deliver all documents and records of City to City, or to counsel designated by City, and assist to the fullest extent possible in the orderly transition of all pending matters to City's new counsel.

14. CONFLICTS

Attorney has no current or contemplated employment or representation which is adverse to City on any civil matters. Attorney agrees that it shall not represent clients in matters, either litigation or non-litigation, against City. The City also agrees that Attorney will not appear in Municipal Court on behalf of the City while Attorney sits as the alternate municipal judge. However, Attorney may have past and present clients or may have future clients, which, from time to time, may have interests adverse to City, and Attorney reserves the right to represent such clients in matters not connected with its representation of City.

If a potential conflict of interest arises in Attorney's representation of two clients and the conflict is only speculative or minor, Attorney shall seek waivers from each client with regards to such representation. Should either client refuse to sign a waiver, Attorney shall cease representing either client on that specific matter. If a real conflict exists, Attorney shall withdraw from representing either client in the matter, and assist the City in obtaining outside special counsel.

All privileged information or information not generally known to the public shall not be disclosed or distributed to any client or the public.

15. INTERPRETATION OF AGREEMENT AND FORUM

This Agreement shall be construed and interpreted both as to validity and performance of the parties in accordance with the laws of the State of Wyoming and the City of Sheridan Charter Ordinance 2202.

16. INTEGRATED AGREEMENT; AMENDMENT

This Agreement contains all of the agreements of the parties and cannot be amended or modified except by written agreement. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date of execution by City.

Approved by City Governing Body on this ____ day of _____, 2024.

AUTHORIZED:

ATTEST:

Mayor of the City of Sheridan

By: _____
City of Sheridan Clerk

Yonkee & Toner, LLP
Kevin K. Kessner



CITY OF SHERIDAN, WYOMING

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

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

Human Resources

MEMORANDUM

RE: Discussion of Collective Bargaining Rules and Procedures - Human Resources Director Heather Doke
From: Heather Doke, Human Resources Director
To: City Council
CC:
Date: 02/08/2024

Recommendation:

Staff recommends that Mayor & Council approve the Collective Bargaining Rules and Procedures for the 2024 collective bargaining session with IAFF Local #276.

Background:

City staff met with representatives from IAFF Local #276 on Thursday, February 8, 2024 to discuss the rules and procedures for collective bargaining for this year. Both parties agreed that the process used in 2022 was effective. The proposed rules mirror what was done that year. This includes having a quorum of the Governing Body negotiate with the Union. That quorum of the Governing Body will meet for a full day in executive session on a date to be determined in April to discuss all issues. A second date will be identified as well to finalize the proposed contract. Proposals from both sides will be submitted 14 days prior to the first meeting. The proposed contract will then be presented to the entire Governing Body and the Union membership for final approval.

Attachments

Collective Bargaining Procedures

Collective Bargaining Rules and Procedures

This Agreement, to establish Collective Bargaining Rules and Procedures, is entered into by and between the City of Sheridan, a Wyoming Municipal Corporation, (hereinafter "City") and IAFF Local #276, (hereinafter "Local #276") on the date of the last party's signature.

WHEREAS, the parties are required to engage in collective bargaining per W.S. 27-10-101 et.al ; and

WHEREAS, the parties are currently operating under a two year agreement which became effective July 1, 2022 and was amended on February 21, 2023, May 22, 2023, and December 5, 2023; and

WHEREAS, the parties desire to establish the rules and procedures for collective bargaining.

IT IS THEREFORE AGREED TO BY THE PARTIES:

I - Controlling Law and Obligations

1. Contract negotiation discussions shall be governed by the Wyoming Collective Bargaining Statutes. *See W.S. § Title 27 - Chapter 10 - Collective Bargaining for Firefighters.*
2. Both parties shall meet and confer in good faith for the benefit of all parties.

II - Collective Bargaining Proposals

1. Per Wyoming Statute, a request for collective bargaining must be made no later than 120 days before the last day available for appropriation. Upon either party serving its request to begin collective bargaining, the parties shall set a date for the first collective bargaining session.
2. All matters to be negotiated under the Collective Bargaining Statutes shall be submitted in writing by either party no later than (14) fourteen days before the first scheduled collective bargaining session. Any matter which has not been presented, shall not be eligible for negotiation or arbitration unless otherwise agreed upon by both parties.
 - A. Prior to the first scheduled collective bargaining session, either party may request the other to clarify proposals.
 - B. Initial proposals may be general or specific in nature. If a specific request is being made, the statement shall include a redlined version of the Collective Bargaining Agreement showing the proposed language change(s).

- C. Initial proposals shall be made on the agreed form attached and incorporated herein as **Attachment A**.
- 3. Contract negotiation discussions shall occur during a public meeting, unless conducted in executive session, with a quorum of the Governing Body being present and at least one Local #276 representative present. If the Governing Body elects to hold discussions in executive session, the City shall provide means of recording the session.
 - A. Recordings of the executive session shall be made available to the Union for their convenience.
 - B. Records of an executive session shall not be public records and shall not be disclosed to the public unless consented to by both parties or required by Wyoming Statute or Court Order. Executive session recordings shall be automatically available and disclosable to the parties legal counsel or arbitrators appointed pursuant to Wyoming Statute.

III - Collective Bargaining Session(s)

- 1. The first Collective Bargaining Session shall be held on a date agreed to by the parties. The parties intend for the session to be scheduled for an entire working day. The intent and goal of an all day bargaining session is to provide a better opportunity for the parties to discuss matters and work through proposals.
- 2. The parties anticipate that at least one additional collective bargaining session will be required to finalize a proposed contract. Any issues or matters which have not been resolved during the first collective bargaining session, shall be negotiated at a second meeting. Proposals to be negotiated at a second meeting shall be provided to the other party at least 3 days prior to the next collective bargaining session.
- 3. Even though a quorum of the City Governing Body will be present at the collective bargaining sessions, the City negotiating committee cannot provide a final approval until the matter is presented to the full City Governing Body at a regularly scheduled meeting.
- 4. Any matter believed to be settled during the collective bargaining session shall not be deemed to be formally approved until certified by each parties' respective body.

IV - Additional Terms

- 1. These rules and procedures may be amended upon mutual written agreement by the parties. This agreement shall expire upon the parties entering into a new agreement.

2. Both parties agree that should they not be able to reach an agreement and the matter is to be set for arbitration, that they shall explore the possibility of retaining a mediator to attempt to resolve the matter.
3. Negotiations shall be held in the City of Sheridan Council Chambers or other agreed upon venue.
4. The parties may extend the negotiation period beyond the statutorily determined thirty (30) days upon the agreement of the City of Sheridan Governing Body and the Local #276 Representatives.
5. All parties agree to continue, in good faith, negotiating even in the unlikely event that arbitration is declared. This continuation of negotiating is in the best interest of all parties even during the arbitration process.
6. Upon request by the Local #276 representative, the City shall provide any information which are public records per Wyoming Statute or information regarding Fire Department employment and compensation records.

By: Local #276 Authorized Representative

Date

Approved this _____ day of _____, 2024 by the Governing Body of the City of Sheridan.

Mayor Richard Bridger

Attest: City Clerk

City of Sheridan, WY/IAFF Local 276

Collective Bargaining 2024

Party: _____

Date: _____

Proposal #: _____ (City proposal numbers shall start at 1000. Union proposal numbers shall start at 2000.)

FOR EACH ITEM TO BE NEGOTIATED, A NEW FORM SHALL BE REQUIRED.

Indicate below whether the following is an offer, counteroffer or for discussion only. All offers and counteroffers shall be given or accepted conditionally pending approval of the respective bodies.

Offer: _____ Counteroffer to Proposal#: _____ For Discussion Only: _____

Item for negotiation:

Proposal:

Supporting Information:

Policy Statement:

Redlined Contract: Attach the tracked version (redlined) of the current contract.

The foregoing offer/counteroffer/topic of discussion is hereby presented by _____ on this _____ day of _____, 2024.

(Signature of authorized representative)



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

RE: Discussion of Bid Award to LJS Concrete & Excavating for the North Heights Waterline Replacement Phase III Project in the Amount of \$2,005,813.84 - City Engineer Thomas Morneau

From: Thomas Morneau, City Engineer

To: City Council

CC:

Date: 12/28/2023

Recommendation:

The City of Sheridan received sealed bids for the North Heights Waterline Replacement Phase III Project and the bid opening took place on January 18, 2024. Staff recommends that the Mayor and City Council award the North Heights Waterline Replacement Phase III Project to LJS Concrete & Excavating, the lowest qualified bid, in the amount of \$2,005,813.84.

Staff requests that for the North Heights Waterline Replacement Phase III Project, the Mayor and City Council authorize the Public Works Director, Hanns Mercer, to act on behalf of the Council and Mayor on all matters related to this project.

Background:

The North Heights Waterline Replacement Phase III Project includes the following:

Schedule 1 includes the replacement of all ductile iron water mainline for Phase III of the North Heights Waterline Replacement project. Construction shall include a total of 1992 LF of 8" PVC Mainline, 57 service connections, 3 connections into 8" mainline, abandonment of the existing main and restoration of all surfacing to original conditions.

Schedule 2 includes the replacement of all ductile iron water mainline for the North Heights Court section. Construction shall include a total of 416 LF of 8" PVC mainline, 13 service connections, 1 connection into 8" mainline, abandonment of the existing main and restoration of all surfacing to original conditions.

Schedule 3 includes the replacement of all ductile iron water mainline for the North Heights Road section. Construction shall include a total of 865 LF of 12" PVC mainline, 24 service connections, 2 connections into 12" mainline, abandonment of the existing main and restoration of all surfacing to original conditions.

Schedule 4 includes the replacement of all ductile iron water mainline for the North Heights Ave section. Construction shall include a total of 790 LF of 12" PVC mainline, 10 service connections, 2 connections into 12" mainline, abandonment of the existing main and restoration of all surfacing to original conditions.

Temporary water shall be supplied to residents at all times as well as traffic controls to ensure safe travel of local traffic.

The project was advertised on December 18 and December 26, 2023, and January 3, 2024. A pre-bid conference was held on January 4, 2024, and bids were due on January 18, 2024.

Bids Received:

- | | |
|-----------------------------|----------------|
| ● LJS Concrete & Excavating | \$2,005,813.84 |
| ● JR Civil | \$2,489,659.40 |

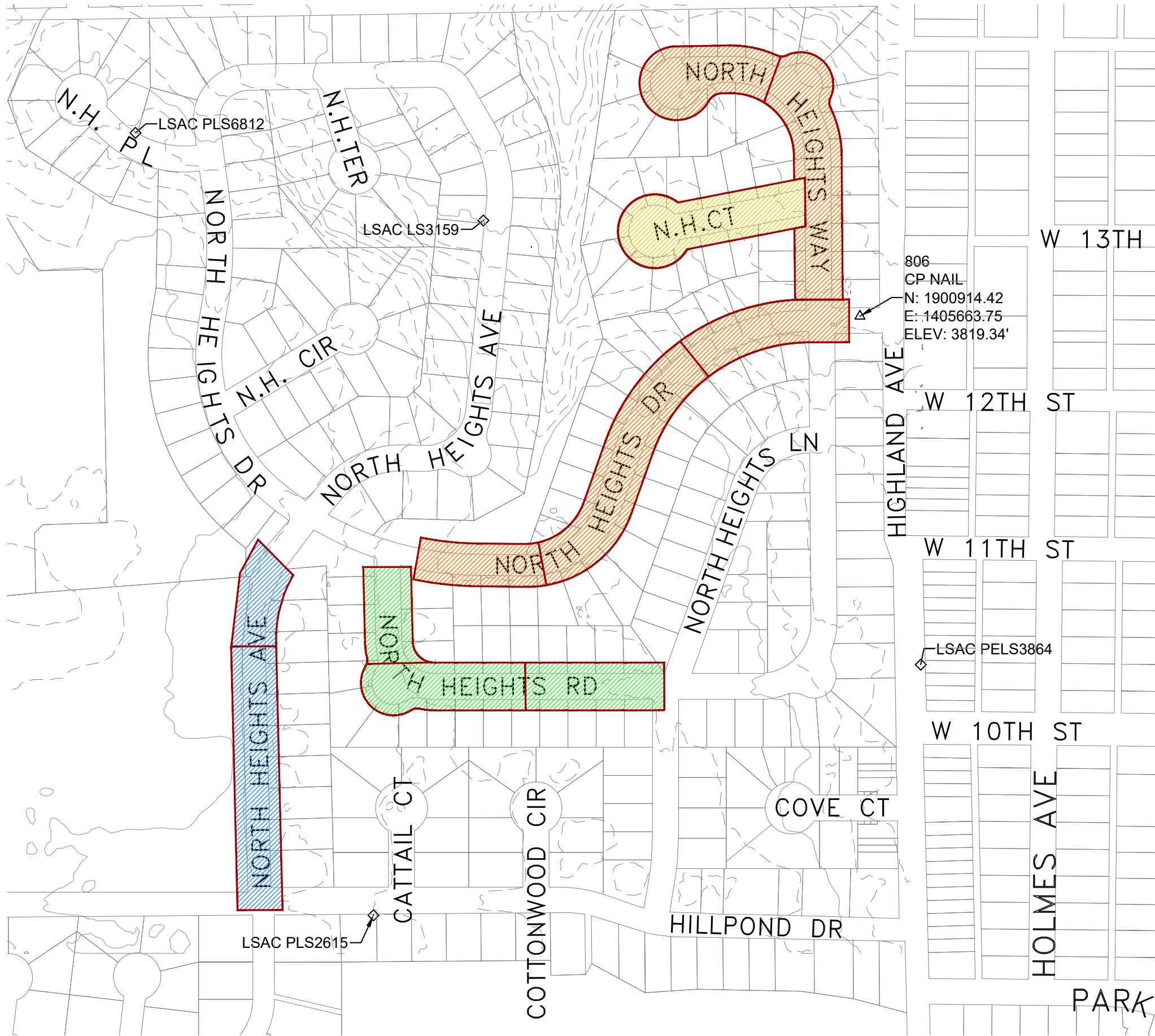
Funding:

This project is funded with a DWSRF loan, CAP Tax and Water Enterprise Fund.

Attachments

Map 1

Map 2



GENERAL SURVEY INFORMATION:

DATUM:
TOWNSHIP: 056 NORTH
RANGE: 084 WEST
SECTION: 21
Q-Q: SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$

NOTES:

1. CONTOURS HAVE BEEN BROUGHT IN FROM THE CITY OF SHERIDAN TOPOGRAPHY, NOTE THAT THERE MAY BE DISCREPANCIES, CONTRACTOR TO FIELD VERIFY PRIOR TO CONSTRUCTION.
2. LOT LINES ARE BASED OFF OF THE CITY OF SHERIDAN GIS, THESE MAY VARY FROM TRUE LEGAL BOUNDARIES.

LEGEND:

-  CONTROL POINT (ONE MUST BE SET)
-  MONUMENT
-  SCHEDULE 1
-  SCHEDULE 2
-  SCHEDULE 3
-  SCHEDULE 4



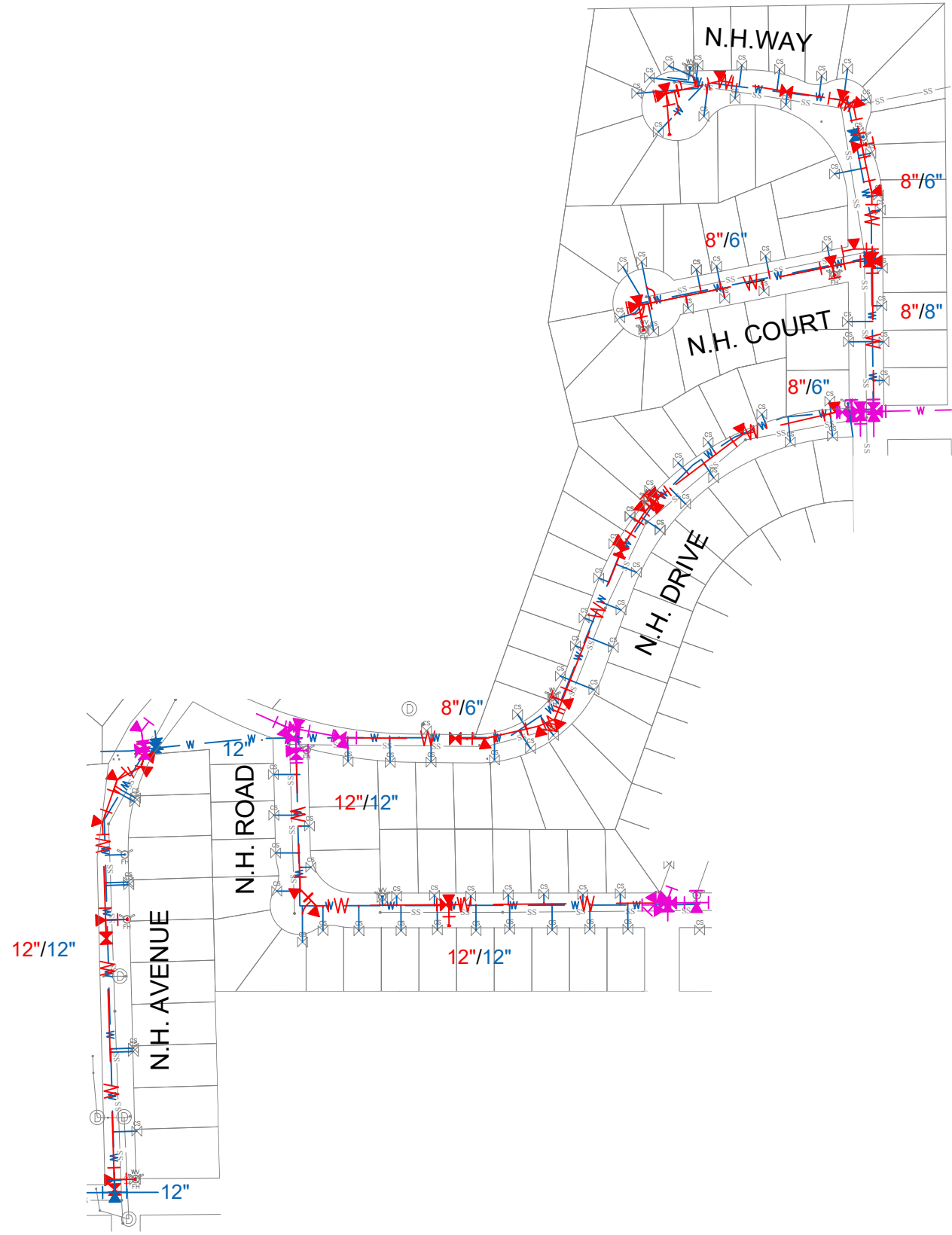
NO.	AMENDMENT	DATE/INT.

DESIGN:	TIME:
CHECK:	MLC:
DATE:	DATE:

NORTH HEIGHTS WATER
SURVEY INFORMATION

902 North Main Street
Sheridan, WY 82801
Office: 307.673.7350
www.mc2engineering.com

MC2
ENGINEERING +
CONSTRUCTION



LEGEND:

EXISTING CONDITIONS

- SS SANITARY MAINLINE
- ⊙ SANITARY MANHOLE
- OE OVERHEAD ELECTRIC
- G BURIED GAS
- BE BURIED ELECTRIC
- ST STORM SEWER

- W WATER MAIN (DIP)
- ⊕ FIRE HYDRANT (DIP)
- ⊗ GATE VALVE (DIP)
- ⊗ CURB STOP
- W WATER MAIN (PVC)
- ⊕ THRUST BLOCK
- ⊕ HYDRANT (PVC)
- ⊗ GATE VALVE (PVC)

PROPOSED CONSTRUCTION

- W WATER MAIN
- ⊕ THRUST BLOCK
- ⊕ HYDRANT
- ⊗ GATE VALVE

NOTES:

- EXISTING "BLUE" WATERLINES ARE DUCTILE IRON PIPE (DIP)
- EXISTING "PINK" WATERLINES ARE POLYVINYL CHLORIDE (PVC)
- PROPOSED "RED" WATERLINES ARE POLYVINYL CHLORIDE (PVC)

NO.	AMENDMENT	DATE	INT.

DESIGN: TME
CHECK: MLC
DATE:

NORTH HEIGHTS WATER

UTILITY LAYOUT

902 North Main Street
Sheridan, WY 82801
Office: 307.673.7350
www.mc2engineering.com



SHEET C5



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

RE: Discussion of Resolution 06-24 Authorizing the Submission of a "Rebuilding American Infrastructure with Sustainability and Equity" Grant in the Amount of \$1,900,000 - Public Works Director Hanns Mercer

From: Hanns Mercer, Public Works Director

To: City Council

CC:

Date: 01/24/2024

Recommendation:

Staff recommends that the Mayor and City Council approve Resolution 06-24, authorizing the submission of an application to the United States Department of Transportation for a "Rebuilding American Infrastructure with Sustainability and Equity" (RAISE) Grant in the amount of \$1,900,000 to fund the West Side Corridor Expansion Project.

Background:

Beginning in 2008, the City developed strategic goals and initial estimates for construction costs to provide transportation options for industrial equipment and heavy machinery to avoid the downtown area, which continues to see increased traffic of this nature. This can negatively impact business development and retention, and has created an uninviting environment for pedestrians.

Attachments

Resolution 06-24

**CITY OF SHERIDAN
RESOLUTION 06-24**

A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE UNITED STATES DEPARTMENT OF TRANSPORTATION FOR A “REBUILDING AMERICAN INFRASTRUCTURE WITH SUSTAINABILITY AND EQUITY” (RAISE) GRANT TO FUND THE WEST SIDE CORRIDOR EXPANSION PROJECT.

WHEREAS, downtown Sheridan continues to see traffic related to industry equipment and heavy machinery; and

WHEREAS, the consistent traffic brought by heavy machinery negatively impacts business development and retention, and has created an uninviting environment for pedestrians; and

WHEREAS, beginning in 2008, the City of Sheridan developed strategic goals and initial estimates for construction costs to provide transportation options to heavy machinery to avoid the downtown area; and

WHEREAS, the City of Sheridan resolves to apply to secure funds from the \$1.5 billion in available Fiscal Year 2024 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant funding through the United States Department of Transportation for the West Side Corridor Expansion Project.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SHERIDAN, WYOMING:

that a grant application in the amount of One-Million Nine-Hundred Thousand and 00/100 Dollars (\$1,900,000) be submitted to the United States Department of Transportation for the West Side Corridor Expansion Project.

BE IT FURTHER RESOLVED:

1. The above recitals are true, correct, and adopted hereby as findings, purpose, and intent.
2. The City of Sheridan hereby endorses and supports grant application submission to the US Department of Transportation to secure Fiscal Year 2024 discretionary grant funding.

PASSED, APPROVED AND ADOPTED this 19th day of February, 2024.

City of Sheridan

Richard Bridger, Mayor

ATTEST:

Cecilia Good, City Clerk