



**AGENDA
CITY OF SHERIDAN
OCTOBER 21, 2024
REGULAR COUNCIL MEETING START 5:30 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. Operation Green Light for Veterans Proclamation - Jennifer Rizer, Executive Assistant
 - B. Child Development Center - Darci Larson, Executive Director
 - C. The Sheridan Foster Parent Exchange - Carla Crayton, Executive Director
 - D. Extra Mile America Day Proclamation - Jennifer Rizer, Executive Assistant on behalf of the Extra Mile America Foundation
7. Staff Update
 - A. Winter Operations Update - Operations Superintendent Trai Bryant
8. Comments from the Public
9. Public Hearings
 - A. Public Hearing for Ordinance 2287, Adopting M-1 Mixed Use Employment District and M-2 Industrial District - City Planner Kelly Schroeder
 - i. Consideration of First Reading of Ordinance 2287, Adopting M-1 Mixed Use Employment District and M-2 Industrial District

- B. Public Hearing for Ordinance 2288, Adopting Downtown Development District Overlay and Downtown Business District Overlay - City Planner Kelly Schroeder
 - i. Consideration of First Reading of Ordinance 2288, Adopting Downtown Development District Overlay and Downtown Historic District Overlay
- 10. Consent Agenda
 - A. Ownership Member Transfer of Retail Liquor License #9 - Wyoming Downs OTB4, LLC
 - B. Consideration of Resolution 38-24 Renewing the Unite Private Network (UPN) Franchise Agreement
 - C. Consideration of Resolution 40-24; Authorizing Assignment of UPN Franchise to Ziplly Fiber
 - D. Reappointment of Catherine Reichert to the Board of Adjustment for a 3-year term ending December 31, 2027.
 - E. Minutes of Regular Council Meeting on October 7, 2024.
 - F. Claims

OLD BUSINESS

NEW BUSINESS

- 11. Consideration of Resolution 37-24 Authorizing the Submission of an Energy Efficiency and Conservation Block Grant Application to the U.S. Department of Energy - City Engineer Thomas Morneau
- 12. Council Comments and Committee/Board Reports
- 13. Adjournment



CITY OF SHERIDAN, WYOMING
55 Grinnell Plaza, Sheridan, Wyoming 82801
Ph (307) 674-6483

Executive

MEMORANDUM

RE: Operation Green Light for Veterans Proclamation - Jennifer Rizer, Executive Assistant

From: Jennifer Rizer, Executive Assistant

To: City Council

CC: Stuart J. McRae, City Administrator

Date: 10/21/2024

Staff Recommendation:

Please reference the attached Proclamation.

Attachments

Operation Green Light for Veterans Proclamation



PROCLAMATION Operation Green Light for Veterans

WHEREAS, the residents of Sheridan have great respect, admiration, and the utmost gratitude for all the men and women who have selflessly served our country and this community in the Armed Forces; and

WHEREAS, the contributions and sacrifices of those who served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens; and

WHEREAS, The City of Sheridan seeks to honor individuals who have made countless sacrifices for freedom by placing themselves in harm's way for the good of all; and

WHEREAS, veterans continue to serve our community in the American Legion, Veterans of Foreign Wars, religious groups, and civil service, and by functioning as County Veterans Service Officers in 29 states to help fellow former service members access more than \$52 billion in federal health, disability, and compensation benefits each year; and

WHEREAS, Approximately 200,000 service members transition to civilian communities annually; and

WHEREAS, an estimated 20% increase of service members will transition to civilian life in the near future; and

WHEREAS, studies indicate that 44-72% of service members experience high levels of stress during the transition from military to civilian life; and

WHEREAS, active military service members transitioning from military service are at a high risk for suicide during their first year after military service; and

WHEREAS, the National Association of Counties encourages all cities, counties, parishes, and boroughs to recognize Operation Green Light for Veterans; and

WHEREAS, the City of Sheridan appreciates the sacrifices of our United States military personnel and believes specific recognition should be granted.

NOW, THEREFORE, BE IT RESOLVED, that in observance of Operation Green Light, the City of Sheridan encourages its citizens in patriotic tradition to recognize the importance of honoring all those who made immeasurable sacrifices to preserve freedom by displaying green lights in a window of their place of business or residence from November 4th through the 11th, 2024.



IN WITNESS WHEREOF, I, Richard Bridger, Mayor of the City of Sheridan, Wyoming, have hereunto set my hand and seal of the City of Sheridan to be affixed this 21st day of October 2024.


Richard Bridger, Mayor
City of Sheridan, WY



CITY OF SHERIDAN, WYOMING
55 Grinnell Plaza, Sheridan, Wyoming 82801
Ph (307) 674-6483

Executive

MEMORANDUM

RE: Extra Mile America Day Proclamation - Jennifer Rizer, Executive Assistant on behalf of the Extra Mile America Foundation

From: Jennifer Rizer, Executive Assistant

To: City Council

CC: Stuart J. McRae, City Administrator

Date: 10/21/2024

Staff Recommendation:

Please reference the attached Proclamation.

Attachments

Extra Mile America Day Proclamation



PROCLAMATION
Extra Mile America Day

WHEREAS, Sheridan, Wyoming, is a community that acknowledges that a special vibrancy exists within the entire community when its individual citizens collectively “go the extra mile” in personal effort, volunteerism, and service; and

WHEREAS, Sheridan, Wyoming, is a community which encourages its citizens to maximize their personal contribution to the community by giving of themselves wholeheartedly and with total effort, commitment, and conviction to their individual ambitions, family, friends, and community; and

WHEREAS, Sheridan, Wyoming, is a community which chooses to shine a light on and celebrate individuals and organizations within its community who “go the extra mile” in order to make a difference and lift up fellow members of their community; and

WHEREAS, Sheridan, Wyoming, acknowledges the mission of Extra Mile America to create 550 Extra Mile cities in America and is proud to support “Extra Mile Day” on November 1, 2024.

NOW, THEREFORE, BE IT RESOLVED, that the City of Sheridan hereby proclaims November 1, 2024, to be Extra Mile Day, and urges each individual in the community to take time on this day to not only “go the extra mile” but to acknowledge all those who are inspirational in their efforts and commitment to make their organizations, families, community, country, or world a better place.



IN WITNESS WHEREOF, I, Richard Bridger, Mayor of the City of Sheridan, Wyoming, have hereunto set my hand and seal of the City of Sheridan to be affixed this 21st day of October 2024.


Richard Bridger, Mayor
City of Sheridan, WY



CITY OF SHERIDAN, WYOMING

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

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

Planning

MEMORANDUM

RE: Public Hearing for Ordinance 2287, Adopting M-1 Mixed Use Employment District and M-2 Industrial District - City Planner Kelly Schroeder

From: Kelly Schroeder, Planning Director

To: City Council

CC:

Date: 09/13/2024

Background:

In June of 2023, the Sheridan City Council created the M1/M2 Committee with the purpose of evaluating and recommending to the City Governing Body the following:

- 1) Identify uses for an M2-Industrial Zone
- 2) Identify nuisance and nonconforming use issues
- 3) Identify the process necessary for proper public and business outreach, professional assistance, and plan of implementation
- 4) Recommendations for current M-1 properties on Coffeen Ave
- 5) Make a recommendation to the City Council Governing Body on which properties, if any, should be annexed into the City jurisdiction
- 6) Recommend any ordinance changes necessary to the Governing Body

The City hired Ayres Associates to assist with this evaluation, lead community outreach efforts, and recommend the necessary zoning code updates.

Ayres visited the City of Sheridan in December 2023 and toured the M-1 areas of town with members of the Committee. After this initial visit, Ayres assembled an inventory of all M-1 properties to determine the location of specific use types that occur throughout the district. In March 2024, Ayres helped facilitate a community and business outreach event where all M-1 property owners were invited to learn more about the project and share their thoughts on how to move forward with creating a new industrial zone district.

After this meeting, Ayres provided recommendations to the City for amending the M-1 Industrial District and creating a new M-2 Industrial District.

Discussion:

The code updates articulated in the attached draft Ordinance 2287 are summarized here:

1. Adopt M-1 Mixed-Use Employment District.

This district will prohibit heavy industrial uses and one-family dwellings. Parking regulations include a method for alternative parking plans that applicants may submit in order to satisfy the intent of off-street parking requirements.

2. Repeal the current M-1 Industrial District and adopt new M-2 Industrial District

This district will permit light industrial and employment uses by-right. Heavy industrial uses (as defined), uses that require a permit through Wyoming DEQ, and adult oriented businesses will require additional review and consideration by the Board of Adjustment prior to approval, as outlined in Municipal Code, Appendix A, Section 14.

3. Updates to other sections of code where M-1 was referenced and was changed to M-2.

Attachments

Draft Ordinance

M1 Open House Postcard

M1 Open House Sign-in Sheet

M1 Open House Comment Cards

M1 Notification Letter

M1 Letter of Interest

ORDINANCE NO 2287

AN ORDINANCE amending the City of Sheridan Municipal Ordinances, Specifically;

WHEREAS, the City of Sheridan Governing Body has determined that certain zoning code provisions are in need of updating regarding the M-1 Industrial District;

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

Appendix A Section 8A M-1 Mixed-Use Employment District is hereby adopted to read:

- A. *Use Regulations.* Any use shall be permitted except the following:
- 1. One-family dwellings
 - 2. Heavy Industrial uses, as defined by these regulations and specified as a Special Exemption Use in Municipal Code Appendix A, Section 9 M-2 Industrial District.
 - 3. Any use that is in conflict with any ordinance of the City of Sheridan.
- B. *Height Regulations.*
- 1. *Maximum Height.* No building shall exceed a height of seventy-five (75) feet.
 - 2. *Exceptions.* Building elements such as elevator projections, steeples, spires, and architectural elements may be allowed to extend an additional twenty-five (25) feet above the maximum height upon review and approval by the Board of Adjustment. The Board of Adjustment shall make their determination based on whether such exceptions impact the public health, safety, or welfare.
- C. *Area Regulations.* The following table includes the minimum criteria for lot area and setbacks within the M-1 district. Supplemental setback criteria are located below the table to reflect specific and unique development patterns.

	Lot Area	Front Yard	Rear Yard	Side Yard
Residential Uses				
One-family (detached)	No minimum	0'	10'	5'
Two-family (duplex)	No minimum	0'	10' / 5'	5' / 0'
Multiple (row house / townhome)	No minimum	0'	10' / 5'	5' / 0'
Multiple (apartment and stacked building style)	No minimum	10' / 15'	10' / 15'	10' / 15'
Non-Residential Uses	n/a	0'	0'	0'

1. *Multiple Dwelling Uses.*
- a. For multiple dwelling uses that are configured into an apartment and/or stacked building style and directly abut another property, the minimum setback required on the abutting front, rear, or side yard shall be increased from ten (10) feet to fifteen (15) feet for any structure over forty (40) feet in height.

2. *Rear Yard.* For a residential dwelling unit (attached or detached) with an alley loaded garage design, the rear yard setback may be reduced to five (5) feet.
3. *Side Yard.* For residential dwelling units that share a wall (party wall) with another unit such as a duplex or townhome product type, the side yard setback on the party wall side of the unit will be zero (0) feet.

D. *Parking Regulations.*

1. *Number of Spaces Required.* All newly erected or constructed structures shall provide upon the same lot, or within three hundred feet thereof, the number of accessible off-street parking spaces required by the use and area parking schedule set forth in Appendix A, Section 10, Subsection 16.
2. *On-Street Parking Credit.* On-street parking spaces that are located adjacent to a project lot or parcel may be credited in a one for one manner, such that one adjacent on-street parking space may count towards one off-street parking space required by this code.
3. *Alternative Parking Plans.* An alternative parking plan may be submitted by an applicant for review and determination by the city as an alternative means to satisfying the minimum off-street parking requirements of these regulations. The alternative parking plan shall demonstrate the following criteria. In no instance shall an alternative parking plan reduce the total number of required parking spaces by more than twenty (20) percent, unless reviewed and approved by the city.
 - a. The plan will minimize and mitigate adverse impacts to surrounding neighborhoods to the maximum extent possible.
 - b. The plan maintains or improves traffic circulation patterns.
 - c. The plan promotes quality design as well as or better than strict compliance with the parking requirements of these regulations.
4. *Parking Restrictions.*
 - a. Parking spaces will not obstruct a required clear vision area or violate any law.
 - b. On-street parking credited for a specific use may not be used exclusively by that use but shall be available for general public use at all times. No signs or action limiting general public use of on-street spaces is permitted unless said use restriction is required by federal, state, or local law.
 - c. An On-street Parking Credit does not apply on designated snow routes or locations where long-term permanent parking is allowed.

Appendix A Section 9 M-1 Industrial District is hereby repealed and replaced with Appendix A Section 9 M-2 Industrial District, which is hereby adopted to read:

A. *Use Regulations.*

1. *Permitted Uses.* The following uses shall be permitted:
 - a. Light Industrial uses, as defined by these regulations, not in conflict with any ordinance of the city of Sheridan.
 - b. A single caretaker unit may be allowed in support of a permitted use.

2. Special Exemption Uses. The following uses shall require additional review and approval by the Board of Adjustment, as outlined in Municipal Code Appendix A, Section 14:
 - a. Uses that require permit approval through the Department of Environmental Quality.
 - b. Heavy Industrial uses, as defined by these regulations, that are not in conflict with any ordinance of the city of Sheridan.
 - c. Adult oriented business: no permit shall be issued unless and until the request conforms to the criteria of section 10, subsection 20 of these regulations.

B. *Height Regulations.*

1. *Maximum Height.* No building shall exceed a height of seventy-five (75) feet.
2. *Exceptions.* Building elements such as elevator projections, steeples, chimney stacks, spires, and architectural elements may be allowed to extend an additional twenty-five (25) feet above the maximum height upon review and approval by the Board of Adjustment. The Board of Adjustment shall make their determination based on whether such exceptions impact the public health, safety, or welfare.

C. *Area Regulations.*

1. When adjacent to or abutting other M-2 properties, there are no front, side, or rear yard setbacks required for any building.
2. When adjacent to or abutting any other non-residential zone district and developable property, there shall be a minimum of a fifteen (15) foot front, side, or rear yard setback, as applicable, to accommodate a buffer of landscaping, earthen berms, fencing, or similar such devices.
3. When adjacent to or abutting a residential zone district and developable property, there shall be a minimum of a twenty-five (25) foot front, side, or rear yard setback, as applicable, to accommodate a buffer of landscaping, earthen berms, fencing, or similar such devices, and as specified in Appendix B, Article 8, Section 821.
4. All buildings shall adhere to locally adopted building and fire code regulations.

D. *Parking Regulations.* All newly erected or constructed structures shall provide upon the same lot, or within three hundred feet thereof, the number of accessible off-street parking spaces required by the use and area parking schedule set forth in Appendix A, Section 10, Subsection 16.

1. *Parking Restrictions.*
 - a. Parking spaces will not obstruct a required clear vision area or violate any law.

E. *Signage.* Signage is allowed within the M-2 district and shall conform to the requirements of Section 3-13 of Chapter 3, Article 3-II of the Code.

Appendix A Section 2 Definitions is hereby amended as follows:

Heavy Industrial. Heavy Industrial uses are uses that are typically associated with noxious impacts that are not easily contained or mitigated. Such impacts may include

excessive odor, noise, dust, smoke, vibration, and the potential for fire and explosive hazards. Heavy Industrial uses are generally not compatible with residential or commercial activity. Examples of Heavy Industrial uses may include, but are not limited to the following:

1. Heavy manufacturing
2. The storage, processing, refinement, or production of hazardous or toxic substances as a primary use
3. Raw material or mineral extraction and/or processing
4. Uses associated with very heavy truck traffic
5. Animal stockyards
6. Slaughterhouses
7. Incineration facilities
8. Salvage or junkyards
9. Energy or utility facilities, such as substations, where no office, repair, or storage facilities are maintained
10. Any use that requires special permitting through the Wyoming Department of Environmental Quality

~~*Industrial.* Uses engaged in the processing and manufacturing of materials or products predominately from extracted or raw materials, or a use engaged in storage of, or manufacturing processes using flammable or explosive materials, or storage or manufacturing processes that potentially involved hazardous conditions. Industrial shall also mean those uses engaged in the operation, parking and maintenance of vehicles, cleaning of equipment or work processes involving solvents, solid waste or sanitary waste transfer stations, recycling establishments, and transport terminals (truck terminals, public works yards, container storage).~~

Light Industrial. Light Industrial uses are uses related to consumer-focused goods and services that are not typically associated with significant land use impacts. There may be low levels of odor, noise, dust, smoke, and vibration that are easily mitigated or contained. Light Industrial uses are generally compatible with adjacent or nearby residential or commercial activity. Examples of Light Industrial uses include, but are not limited to the following:

1. Small-scale manufacturing
2. Machining
3. Construction and trade businesses, such as general contractors, electrical, plumbing, and HVAC contractors, and their accessory and incidental uses
4. Assembly and packaging facilities
5. Warehousing and storage
6. Offices
7. Outdoor storage either as a primary use or in support of a primary use
8. Vehicle or equipment repair or detailing business
9. Painting or powder coating facilities
10. Welding facilities
11. Energy or utility facilities that include office, repair, or storage facilities

Places of Assembly. Places of assembly means a structure for groups of people to gather for an event or regularly scheduled program. Examples include but are not limited to arenas, theatre, religious institutions, lecture halls, banquet facilities, and similar facilities.

Appendix A Section 3 Districts and Boundaries Thereof is hereby amended to read:

1. The City of Sheridan is hereby divided into districts of which there shall be ten (10), known as:

R-O Rural Residence District
R-1 Residence District
R-2 Residence District
R-3 Residence District
R-4 Residence District
NC-1 Neighborhood Commercial District
B-1 Business District
B-2 Business District
M-1 Mixed-Use Employment District
M-2 Industrial District

2. The locations and boundaries of the aforesaid districts are hereby established as shown on the map entitled "Zoning District Map,"* which map accompanies and is hereby declared to be a part of this ordinance.
3. Unless otherwise indicated on the Zoning District Map the district boundaries are the center lines of streets or alleys. In case of uncertainty or disagreement concerning the exact location of a district boundary line, the determination shall lie with the board of adjustment as hereinafter provided.
4. Any territory hereinafter annexed to the City of Sheridan shall be in the R-1 Residence District unless the City Council shall zone it otherwise at the time of annexation.
5. Except as hereinafter provided:
 - a. No building or land shall hereafter be used and no building or part thereof shall be erected, converted, enlarged, reconstructed or altered, except in conformity with the use regulations herein specified for the district in which the building or land is located.
 - b. No building shall be erected or structurally altered to exceed the height limit for the district in which such building is located.
 - c. No lot area shall be so reduced or diminished that the yards or other open spaces shall be smaller than prescribed herein, nor shall the lot area per family be reduced except in conformity with the regulations herein established for the district in which located.
 - d. Manufactured homes may be placed in any established zone within the City limits of the City except in the NC-1 Neighborhood Commercial District or where prohibited by declarations of private standards, treaties, or covenants. Manufactured homes in R-O, R-1, R-2, R-3, B-1, B-2, M-1, and M-2 zones must comply with the following minimum standards:
 - 1) The minimum total width shall be twenty-four (24) feet.
 - 2) Minimum gross area shall be 400 square feet.
 - 3) Roofs shall have a minimum 3/12 pitch.
 - 4) Minimum roof design load shall be: live load—thirty (30) pounds per square foot; dead load—ten (10) pounds per square foot.
 - 5) Manufactured homes shall be placed on a permanent foundation of concrete or masonry, minimum forty-two (42) inches in depth from site grade to bottom of footing, constructed according to the minimum standards of the City. All anchorage must be capable of withstanding an uplift pressure of 150 pounds per lineal foot of foundation wall between the building system and the foundation.
 - 6) Alternate foundation methods must meet the minimum requirements of the manufacturer, or the United States Department of Housing and Urban Development Permanent Foundation Guide for Manufactured Housing.
 - 7) Repealed by Ord. No. 1847, § 1, 12-6-99.
 - 8) Domestic water supply system and drain, waste, and vent system must be leak tested according to minimum City standards prior to connection to City utilities.

- 9) Manufactured homes must have all tongues, towing devices, and undercarriage support structure used solely for transportation to the site, and wheels, removed from the lot on which the manufactured home is situated. Undercarriage structure providing structural support for floor construction need not be removed from the manufactured home.

Appendix A Section 10 General Provisions and Exceptions, Subsection 17 Fences, walls, and hedges is hereby amended to read:

- a. *Height.* Fence and wall height shall be measured determined by the vertical height of the lowest adjacent grade to the top of the fence material, excluding ornamental projections spaced at least five (5) feet apart. Hedge height shall be determined by the vertical height of the lowest adjacent grade to the top of any plant or foliage making up the hedge. Maximum height shall be as follows:

Rear yard — seventy-two (72) inches.

Side yard — seventy-two (72) inches.

Front yard, including double frontage for corner lots — forty-eight (48) inches.

In the B-2 Business, M-1 Mixed-Use Employment, and M-2 Industrial districts, a security fence that encloses the side and rear yards of a property may have a height of ninety-six (96) inches as long as the fence is made from open material such as chain link or woven wire, and allows for direct vision through the fencing material over ninety (90) percent of its vertical area.

- b. *Placement.* No fence, wall, or hedge shall be erected within three (3) feet of a fire hydrant or between a fire hydrant and an adjacent street. No fence, wall, or hedge shall be erected within five (5) feet of a constructed or proposed curb line. No fence, wall, or hedge shall be erected within the visibility triangle as defined in section 2 of these regulations. Fences, walls, bushes, or hedges erected within the public right-of-way are subject to removal at any time if required.
- c. *Materials.* Fences and walls shall be constructed of wood, metal, masonry, or other materials specifically manufactured and designed for permanent fencing. Fences shall not be constructed of chicken wire, barbed wire, razor wire, corrugated metal, railroad ties, landscaping beams, or utility poles. Fences shall not be electrified. Fences and walls shall not be topped with barbed wire, broken glass, or metal spikes, except in the case of a security fence of at least seventy-two (72) inches in height, in which case a single strand of barbed wire may be used.
- d. *Maintenance.* All fences and walls shall be maintained in good repair. Hedges shall be trimmed to and maintained as to not exceed the maximum allowed height based on their location.

Appendix A Section 10 General Provisions and Exceptions, Subsection 18 is hereby amended to read:

18. All child care facilities as defined herein are required to be licensed by the State of Wyoming and located in the City's land use zones as follows:

- a. Family Child Care Home (FCCH), all zoning districts, excluding the M-2 district.
- b. Family Child Care Center (FCCC), all zoning districts, excluding the M-2 district.
- c. Child Care Center (CCC), R-3, B-1, B-2, M-1 districts.

- d. Multiple Location Facility (MLF/FCCC; MLF/CCC), R-3, B-1, B-2, M-1 districts.
- e. Educational facilities, not including kindergartens or other facilities licensed by the State of Wyoming Department of Education, will be zoned according to the above day care designations based upon the number of children attending (i.e., three (3) but no more than fifteen (15) children, all zoning designations; sixteen (16) or more children, zones R-3, B-1, B-2 and M-1).

Advertising signs for child care facilities in residential districts are limited to one identification sign not more than one square foot in area. Signing in all zoning districts must comply with all applicable sections of the City Code.

One paved off-street parking space must be provided for each non-resident employee of the child day care facility.

Applicant/operator of child care facilities must obtain initial and annual inspection of the facility from the office of the City Fire Marshal.

Chapter 7 Article 7 (7-2) Technical Codes – Adopted, Subsection (b) Amendments to adopted technical codes is hereby amended to read:

- (b) *Amendments to adopted technical codes.* The following specific provisions are adopted as amendments and modifications to the above-described Codes, as follows:

- (6) The 2021 Edition of the International Fire Code as adopted by the city council shall be amended as follows:

- (A) Section 101.1 Title.

These regulations shall be known as the Fire Code of the City of Sheridan.

- (B) Section 109.4 Violation penalties.

Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of not more than seven hundred fifty dollars or by imprisonment not exceeding 180 days, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

- (C) Section 111.4 Failure to comply.

Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition shall be liable to a fine of not less than fifty dollars or more than seven hundred fifty dollars.

- (D) Section 503.2.7 Grade.

The grade of fire apparatus access roads shall be established pursuant to the provisions of Sheridan City Code, Appendix B, Article 5.

(E) Section 506.1 shall be amended to say:

Knox boxes shall be required on all commercial occupancies.

(F) Section 5504.3.1.1 of the International Fire Code in which storage of flammable cryogenic fluids in stationary containers outside of buildings is restricted is hereby established as the corporate limits of the city except for those areas that are zoned M-2, industrial district, and which have been granted approval by the board of adjustments as per Appendix A, Section 9 of the City Code.

(G) Section 5704.2.9.6.1 (Above-ground tanks) of the International Fire Code in which storage of Class I and II liquids in above-ground tanks outside of buildings is restricted is hereby established as the corporate limits of the city except for those areas that are zoned M-2, industrial district, and which have been granted approval by the board of adjustments as per Appendix A, Section 9 of the City Code.

(H) Section 5706.2.4.4 (Farms and construction sites) of the International Fire Code in which storage of Class I and II liquids in above-ground tanks outside of buildings is restricted is hereby established as the corporate limits of the city except for those areas that are zoned M-2, industrial district, and which have been granted approval by the board of adjustments as per Appendix A, Section 9 of the City Code.

(I) Section 6104.2 of the International Fire Code in which storage of liquefied petroleum gas is restricted is hereby established as the corporate limits of the city except for those areas that are zoned M-2, industrial district, and which have been granted approval by the board of adjustments as per Appendix A, Section 9 of the City Code. In other areas of the city of Sheridan, the maximum capacity of above-ground liquefied petroleum tanks shall be one hundred twenty-five gallons. The maximum capacity of under-ground liquefied petroleum tanks shall be five hundred gallons. The maximum capacity of above-ground liquefied petroleum tanks attached to RVs, fifth wheel camping trailers, campers, and similar units shall be a single one hundred gallon tank.

(J) *Chapter 80 Reference Standards.* This chapter lists the standards that are referenced in various sections of this Code. The standards are listed herein by the promulgating agency of the standard, the standard identification, the effective date and title, and the section or sections of this document that referenced the standard. The “effective date” of the referenced standard shall mean the latest edition of such standard available to the city of Sheridan. The application of the referenced standards shall be as specified in Section 102.7.

(K) Appendix D, section D103.2 Grade. Fire apparatus access roads shall be at the grades as established pursuant to Sheridan City Code, Appendix B, Article 5.

(L) Wherever the International Fire Code references the ICC Electrical Code, it shall mean the latest adopted electrical code of the city of Sheridan.

(M)Wherever the International Fire Code references the International Plumbing Code, it shall mean the latest adopted plumbing code of the city of Sheridan.

(N) Wherever the International Fire Code references the International Mechanical Code, it shall mean the latest adopted mechanical code of the city of Sheridan.

(O) The Sheridan City Code, Appendix B, Article 5, section 504, shall be amended by inserting immediately after the table labeled “Street Classification,” the following provision:

As to any particular project, that portion of the Street Classification Table above which specifies maximum grades may be modified with the approval of the Director of Public Works to allow for greater grade, depending upon factors including by way of illustration and not limitation: a lack of structures or access at points off that portion of the road having an excess grade; design of lower grade areas at the top and bottom of grade to accommodate reasonable and safe traffic flow; absence of intersections in the high grade portions of the road; the grade at which the fire department’s apparatus can reasonably provide fire protection and the difficulties of safety operations on steep grades; the increased costs to the community of street operations and maintenance on steep grades; and other commonly recognized practices or standards for safe and appropriate road design.

(P) With respect to any reference in the International Fire Code relating to the requirement of two separate and approved fire apparatus roads, or similar language including, but limited to, that language used in IFC Appendix D, sections D104, D106 and D107, approval of a project’s secondary access pursuant to and in accord with the city of Sheridan Ordinance 2015 shall be deemed to satisfy the International Fire Code requirements relating to two separate and approved fire apparatus roads.

(Q) Section 903.2.1 Group A, Exception shall be amended to say:

This section shall not apply to a grade level story without a shared Exit or Exit access components.

Chapter 7B Article 7B-II (7B-2-6) Sharing of Towers and Colocation of Facilities, Subsection (d) Placement Provisions is hereby amended to read:

(d) *Placement Provisions - Towers.* Towers shall be located only in those areas described in Table 1, provided that towers that are proposed to be located in a Residence District or within three hundred feet of a Residence District, in the Downtown Development District, the Gateway District or the city’s Entryway Corridor shall be subject to the siting priorities set forth for preferred tower locations in section 7B-2-8.

Table 1 New Tower Criteria

Zone Category	May Be Located in Public Right-of-Way (ROW)	Maximum Tower Height	Stealth Design	Setback from Property Lines (does not apply within ROW)
R1 – R3, PUD	Yes	50’ [1]	Required	See Section 7B-2-7

R4, B1, B2, and HE, MA	Yes	75' [2]	Optional	See Section 7B-2-7
M-1, M-2	Yes	100' [3]	Optional	See Section 7B-2-7
GD	Yes	[4]	Required	See Section 7B-2-7

[1] If an applicant wants to construct a tower in a Residence District or within 300 feet of a Residence District, in the Downtown Development District, the Gateway District or the city’s Entryway Corridor, then stealth design is required.

[2] An additional 25 feet in height is allowed if applicant uses stealth design.

[3] An additional 20 feet in height is allowed if applicant uses stealth design.

[4] Residential uses 50 feet, commercial uses 100 feet, and industrial uses 120 feet.

Chapter 11, Article II-II (11-9.3) Limits Established – District Restricting Storage of Class I and II Liquids in Above Ground Storage Tanks, Storage of Flammable Cryogenic Fluids in Stationary Containers, and Storage of Liquefied Petroleum Gases is hereby amended to read:

The limits referred to in sections 5704.2.9.6.1, 5706.2.4.4, 5806.2, and 6104.2 of the International Fire Code in which storage of Class I and II liquids in above ground storage tanks, storage of flammable cryogenic fluids in stationary containers, and storage of liquefied petroleum gas is restricted are hereby established as the corporate limits of the city except for those areas that are zoned M-2, industrial district, and which have been granted approval by the board of adjustments as per Appendix A, Section 9 of this Code.

Chapter 25 Article 25-II (25-10) Location of Recreational Vehicle Parks is hereby amended to read:

Subject to the provisions of this chapter, recreational vehicle parks may be established and maintained only in the B-1 Business and M-1 Mixed-Use Employment districts mentioned in the text and maps of the zoning ordinance* and any amendments thereto.

Appendix B Article 5 507 Park Land and Open Space Dedication Subsection C Open Space Designation is hereby amended to read:

1. Subject to the provisions herein, any subdivision of lands within the City which are zoned for residential purposes, when such subdivision is classified as a Major Subdivision as defined in Section 111(E), shall provide for development of parks or open spaces by one of the methods listed below.

- a. A tract(s) of suitable park land or open space shall be dedicated in accordance with the following table and computed as a percentage of the gross area of the subdivision:

Zone	Percentage Area
R-1	8%
R-2	10%
R-3	10%
R-4	10%

2. Except as otherwise provided herein, the plats of all commercial (B) or industrial (M) zoned subdivisions are exempted from parkland or open space dedication. Provided, if fifty percent or more of the use is

residential, the corresponding pertinent residential district parkland or open space requirements shall apply.

- a. Proposed open space or parkland shall be reviewed by the City Public Work's Director or delegated official. The City Public Work's Director or delegated official shall recommend to the Planning Commission and City Governing Body, respectively, whether the proposed open space meets the intent of this Article.

Appendix B, Article 8 805.1 Permitted Uses is hereby amended to read:

A PUD district may include any residential, commercial, and industrial use listed as permitted or conditional within the zoning jurisdiction of Sheridan, except for uses requiring Board of Adjustments approval as stated in the provisions of the M-2 Industrial district found in Sheridan City Code Appendix A Section 9. All uses shall be selected, designed and located to enhance the overall pattern, appearance and function of the PUD, and to provide integration with immediately adjacent areas. The PUD Master Plan shall indicate land-use categories within the district and shall list the uses permitted in each category.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2024

ATTEST:

Richard Bridger, Mayor

Candace Ainslie, Deputy City Clerk
State of Wyoming)

)SS

County of Sheridan)

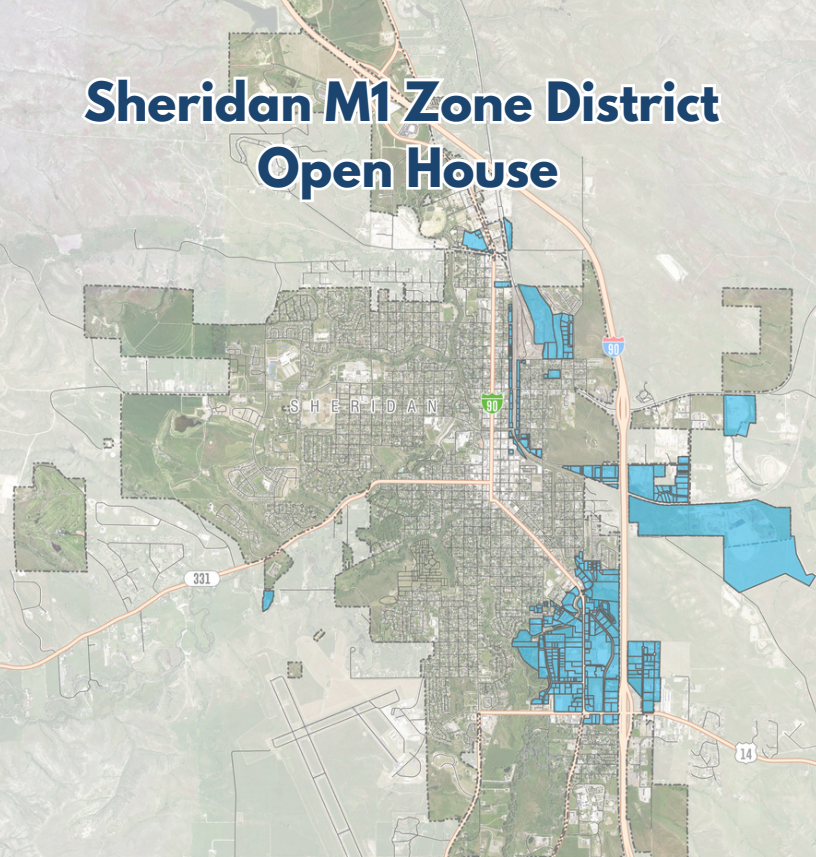
Subscribed and sworn to (or affirmed) before me this _____ day of _____

_____, 2024 by _____

Notary Public

My commission expires _____.

Sheridan M1 Zone District Open House



Wednesday, March 20, 2024

9:00am - 12:00pm

Ramada Inn, Diamond & Sibley Rooms



City of Sheridan
55 Grinnell Plaza
Sheridan, WY 82801

Dear Neighbor,

You are receiving this notice because a property you currently own or lease is located in the M1 Zone District.

Please join the City of Sheridan for a drop-in open house to learn more about the M1 Zone District and potential updates to the City's zoning code.

Date: Wed. March 20, 2024

Time: 9:00am – 12:00pm

Location: Ramada Inn

Diamond & Sibley Rooms
1809 Sugarland Dr.
Sheridan, WY 82801

For more information, please reach out to Thomas Morneau, City Engineer: tmorneau@sheridanwy.gov

MI Zone District
Drop-In Session
3/20/24



SIGN-IN SHEET

NAME	EMAIL	PHONE
Charlie Linhart		
Amber Roberson		
Ted WINDSOR		
Blaine Murphy		
TED BOGESS		
Jay Ralston		
STEVE GRIMSHAW		
THOMAS MORNEAU		
Sue Goodman		
Scott Gerber		
Loren Ruttinger		
Joe Crump		
Niz Bateson		
Heather Plank		

send
map5

MI Zone District
Drop-In Session
3/20/24



SIGN-IN SHEET

[illegible]



Comment Card



In creating the M2 Zone, the City may want to consider County zoning adjacent to the City.

For example, the County has I1 and I2 zoning adjacent to the City. If these areas are ever annexed into the City, will the permitted I1 and I2 uses coincide with the M2 zone? ~~3~~

The City may want to consider the County zoning and permitted uses to avoid future problems.



Comment Card



- Look at the big picture of This whole community - don't piece meal every decision
- ~~be~~ proactive in terms of the ~~whole~~ whole - where you want development and where you don't
- devise planning w/ city & county together that enhances the assets of the whole and balances costs long term
- Do NOT divide development w/ highways - they always put one side at disadvantage.



Comment Card



1

The m-2 uses should align w/ businesses
that are required to get DEQ approval.



Comment Card



Compliance is important For the City
to administer in the M1 or M2 Zones.
There are issues that need to be
addressed.



Comment Card



Please do not change the M1 zoning as this could be considered a "taking" and devaluing private property. However, I'm supportive of new codes and/or development process to prevent the extreme uses next to residential.

I'm not sure on comments towards M2 without more info. My only comment is to make sure to allow manufacturing in M2.



Comment Card



Leave M1 Zone the way it is!

October 1, 2024

RE: Updates to the City of Sheridan M-1 Industrial Zone District Regulations

To Whom It May Concern,

You are receiving this letter because a property you own is located in the M-1 Industrial zone district in Sheridan, WY. The City is updating the regulations of this zone district and wanted to notify you of these proposed changes.

Summary of Proposed Changes

The existing M-1 Industrial district will be changed to an M-1 Mixed-Use Employment District to better reflect how the majority of properties in the district are currently being used. A new M-2 Industrial district will be created to establish appropriate areas for heavy industrial uses.

Under the proposed **M-1 Mixed-Use Employment District**, the following use regulations will apply:

- A. Any use shall be permitted except the following:
 - a. One-family dwellings
 - b. Heavy Industrial uses, as defined by these regulations and specified as a Special Exemption Use in the M-2 Industrial district.

Under the proposed **M-2 Industrial District**, the following use regulations will apply:

- A. The following uses shall be permitted:
 - a. Light Industrial uses, as defined by these regulations
 - b. A single caretaker unit in support of a permitted use
- B. The following Special Exemption uses shall require additional review and approval by the Board of Adjustment:
 - a. Heavy Industrial uses, as defined by these regulations
 - b. Uses that require permit approval through the Department of Environmental Quality
 - c. Adult oriented businesses

The definition of **Light Industrial** shall be as follows:

Employment uses associated with consumer-focused goods and services that do not pose significant land use impacts such as odor, noise, dust, smoke, vibration, or the potential for fire and explosive hazards. Such uses may include but are not limited to small-scale manufacturing; machining; small-scale construction and trade shops; assembly and packaging facilities; warehousing and storage; offices; limited outdoor storage in support of a primary business use; and auto and truck repair businesses.

The definition of **Heavy Industrial** shall be as follows:

Employment uses associated with significant land use impacts such as odor, noise, dust, smoke, vibration, and the potential for fire and explosive hazards. Such uses may include but are not limited to large-scale manufacturing facilities; the storage, processing, refinement, or production of hazardous or toxic substances; raw material extraction and/or processing; animal stockyards; slaughterhouses; incineration facilities; outdoor storage as a primary use; or any use that requires special permitting through the Department of Environmental Quality.

Impacted Properties

Properties that are zoned M-1 Industrial under current regulations and have a use that will be restricted under the proposed M-1 Mixed-Use Employment district (one-family dwellings and Heavy Industrial uses) may opt-in to a city-initiated rezone process for a more appropriate zoning designation. If you own a one-family dwelling or believe your property meets the above definition of Heavy Industrial and would like to be contacted by the City to discuss being a part of the City-initiated rezone process, please fill out the enclosed Letter of Interest and return it to the Planning Division no later than December 31, 2024. Only qualifying and consenting properties will be rezoned at no cost to the property owner.

Tentative Adoption Schedule and Public Hearings

7:00pm, Monday, October 14, 2024 – Planning Commission Public Hearing and Consideration

5:30pm, Monday, October 21, 2024 – City Council Public Hearing and First Reading

5:30pm, Monday, November 4, 2024 - City Council Second Reading

5:30pm, Monday, November 18, 2024 - City Council Third and Final Reading

All meetings are held in the City Council Chambers on the third floor of City Hall, 55 Grinnell Plaza, Sheridan, WY. For information on attending meetings virtually, please visit sheridanwy.gov.

If you have any questions or would like more information, please contact me directly.

Sincerely,



Kelly Schroeder, AICP

City Planner

City of Sheridan

(307) 675-4248

kschroeder@sheridanwy.gov

City-Initiated Rezone Letter of Interest for M-1 Properties

Property Address _____

Property Owner Name _____

Phone Number _____ Email Address _____

☐

If your property currently has a one-family dwelling and you would like to be considered for a city-initiated rezone, please check here.

☐

If your property is currently used for heavy industrial purposes and you would like to be considered for a city-initiated rezone, please check here and describe the current use of the property and how it meets the following definition of Heavy Industrial:

Employment uses associated with significant land use impacts such as odor, noise, dust, smoke, vibration, and the potential for fire and explosive hazards. Such uses may include but are not limited to large-scale manufacturing facilities; the storage, processing, refinement, or production of hazardous or toxic substances; raw material extraction and/or processing; animal stockyards; slaughterhouses; incineration facilities; outdoor storage as a primary use; or any use that requires special permitting through the Department of Environmental Quality.

If you have any questions or would like further information, please contact Kelly Schroeder, City Planner at 307-675-4248 or kschroeder@sheridanwy.gov.

Please return the completed form to:

City of Sheridan
Planning Division
55 Grinnell Plaza
Sheridan, WY 82801



CITY OF SHERIDAN, WYOMING

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

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

Planning

MEMORANDUM

RE: Public Hearing for Ordinance 2288, Adopting Downtown Development District Overlay and Downtown Business District Overlay - City Planner Kelly Schroeder

From: Kelly Schroeder, Planning Director

To: City Council

CC:

Date: 09/13/2024

Background:

In June of 2023, the Sheridan City Council created the Sheridan Downtown Business District Zoning Committee with the purpose of identifying and recommending to the City Governing Body, Ordinance changes to address, if desirable, the following:

- 1) Historical and cultural preservation necessary to ensure the long-term economic viability of the Sheridan Downtown.
- 2) Suggest what Building Code or Design Standard requirements or changes can be implemented to maintain the look and feel of downtown.
- 3) Identify what uses, including gambling, should not occur in the Sheridan Downtown.
- 4) Identify the process for proper public outreach, necessary professional assistance, and plan of implementation.
- 5) Identify whether any ordinance changes would be limited to the Downtown Development District or the Downtown Business District.
- 6) Recommend to the City Governing Body ordinance changes.

The City hired Ayres Associates to assist with this evaluation, lead community outreach efforts, and recommend the necessary zoning code updates.

Ayres visited the City of Sheridan in December 2023 and hosted a drop-in community outreach event at Java Moon downtown where the community was invited to learn more about the project and share their thoughts on what they wanted to see for downtown. Ayres also toured the downtown area with members of the Committee and met with the Chamber of Commerce to learn more about the businesses and history of downtown. Ayres then put together an initial set of recommendations and visited Sheridan again in March of 2024 to host another community drop-in event at Java Moon where attendees were invited to provide feedback on the direction of the project.

After this second visit, Ayres provided initial recommendations to the City for adopting two overlay districts within the Zoning Ordinance - a Downtown Business Overlay District and a Downtown Development Overlay District.

Discussion:

The code updates articulated in the attached draft Ordinance 2288 are summarized here:

1. Adopt the Downtown Business Overlay District

This overlay district applies to the historic core of downtown, including Main Street. Use regulations stipulate that certain uses such as two-family dwellings, filling stations, and vehicle sales shall follow the Special Exemption process and be reviewed by the Board of Adjustment prior to approval. Prohibited uses in the district include establishments containing six or more skill-based amusement games, one-family dwellings, outdoor storage as a primary use, and heavy industrial uses.

Dimensional criteria for this district are intended to create conditions that match the historic look and feel of downtown. This includes no minimum lot sizes, reduced or eliminated setback requirements, and building heights that are compatible with existing district character.

Off-street parking requirements for nonresidential uses do not apply to existing buildings so long as additional square footage is not added. For all other situations, applicants may submit a parking analysis that describes their plans for addressing parking needs.

2. Adopt the Downtown Development Overlay District

This overlay district applies to the transitional areas outside the historic downtown core. Use regulations stipulate that certain uses such as vehicle sales, one-family dwellings, and two-family dwellings shall follow the Special Exemption process and be reviewed by the Board of Adjustment prior to approval. Prohibited uses in the district include establishments containing six or more skill-based amusement games, outdoor storage as a primary use, and heavy industrial uses.

Dimensional criteria for this district are intended to create conditions that provide for a smooth transition away from the historic downtown area. This includes no minimum lot sizes, reduced setback requirements, and building heights that are compatible with existing district character.

Off-street parking requirements for nonresidential uses do not apply to existing buildings so long as additional square footage is not added. For all other situations, applicants may submit a parking analysis that describes their plans for addressing parking needs.

The original set of recommendations for these two overlay districts also included design criteria. After consideration, staff determined it would be better to adopt the design criteria as a separate technical document similar to the Entryway Corridor standards. This will create a more visual resource that will be easier for property owners and prospective developers to use. It will also be easier to update over time. Given that this will require more time to assemble, design criteria for the Downtown Business District and Downtown Development District are not being considered for adoption at this time.

Attachments

Draft Ordinance

ORDINANCE NO 2288

AN ORDINANCE amending the City of Sheridan Municipal Ordinances, Specifically;

WHEREAS, the City of Sheridan Governing Body has determined that certain zoning code provisions are in need of adopting regarding Downtown Sheridan;

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

Appendix A Section 9E Downtown Business Overlay District is hereby adopted to read:

A. Definition

The Downtown Business District shall be defined as that area bounded by, and including, the bounding portions of the following streets and their intersections: Brooks Street on the west, Dow Street on the north, Scott and Broadway Streets on the east, and Burkitt Street on the south.

B. Purpose

The Downtown Business Overlay District is intended to promote and preserve the vibrant, historic nature of downtown Sheridan. Through flexible dimensional criteria, intentional use restrictions, and smart design guidelines, this overlay district will ensure that the beloved elements of local character are considered in the upkeep of historical structures and creation of compatible styles of development into the future.

C. Applicability

1. General

The uses and criteria outlined in this section governing the Downtown Business Overlay District apply to all properties within the district. In cases where the base zone district criteria differ from Downtown Business Overlay District criteria, the criteria listed in the Downtown Business Overlay District shall apply.

2. Nonconforming Uses and Structures

Within the Downtown Business Overlay District established by these regulations and amendments that may later be adopted, there may exist uses and structures which were lawful before these regulations were adopted, but which would be affected by the terms of these regulations or future amendments. In this case, Municipal Code Appendix A, Section 11 governing Nonconforming Uses shall apply.

D. Dimensional Criteria – Height and Area Regulations

The dimensional criteria outlined in this section are intended to create conditions that match the historic look and feel and existing development of Downtown. Smaller lot sizes, reduced setbacks, and maximum building heights will encourage a diversity of building types that are compatible with the historic nature and existing development of Downtown.

1. Lot Size – There shall be no minimum lot size for any use.

2. Front Setback – There shall be no minimum front setback for any use. A maximum front setback of 10' shall apply to all uses.

3. Rear Setback – There shall be no minimum rear setback for any use.

4. *Side Setback* – There shall be no minimum side setbacks for any use.
5. *Building Height* – The maximum building height for all buildings and uses shall be equal to the maximum building height listed in the base zone district. Building elements such as elevator projections, steeples, spires, and architectural elements may be allowed to extend an additional fifteen (15) feet above the maximum height upon review and approval by the Board of Adjustment. The Board of Adjustment shall make their determination based on whether such exceptions impact the public health, safety, or welfare.
6. *Building and Fire Code Requirements* – All structures shall adhere to adopted building and fire code requirements such as fire separation and emergency and accessible ingress and egress.

E. Use Regulations

1. Permitted Uses. The following uses shall be permitted:
 - a. Any use listed in the base zone district, unless otherwise specified in this Section as a Special Exemption Use or Non-Permitted Use.
 - b. Multiple family dwellings
2. Special Exemption Uses. The following uses shall require additional review and approval by the Board of Adjustment, as outlined in Municipal Code Appendix A, Section 14:
 - a. Two-family dwellings
 - b. Filling station
 - c. Marijuana sales and related uses
 - d. Places of assembly
 - e. Public garage
 - f. Outdoor vehicle storage or sales; or similar use
 - g. Outdoor storage where greater than 5% of the lot is used as storage as a secondary use
 - h. Accessory dwelling units
3. Non-Permitted Uses. The following shall not be permitted:
 - a. Any establishment containing more than six (6) skill-based amusement games as defined at W.S. 11-25-102(a)(xix) or electronic systems or devices as provided for at W.S. 11-25-102(a)(v); or similar uses
 - b. One-family dwellings
 - c. Outdoor storage as a primary/principal use
 - d. Heavy Industrial uses, as defined by these regulations and specified as a Special Exemption Use in Municipal Code Appendix A, Section 9, M-2 Industrial District

F. Parking Regulations

1. Number of Spaces Required:
 - a. Off-street parking requirements for nonresidential uses located within the Downtown Business District shall not apply to existing buildings or reuse of existing buildings that do not result in additional square footage.

- b. In all other situations or as required by the Public Works Director, the applicant shall provide a parking analysis that includes at a minimum the following information.
 - 1) The anticipated number of parking spaces the additional square footage or new structure will require to minimize impacts to existing properties.
 - 2) How the applicant plans to address their parking need either through available on-street spaces, a nearby public parking lot, a shared parking agreement, or a cash-in-lieu payment as enacted by the city for the acquisition and creation of additional downtown parking.
 - c. When parking spaces are provided or required, accessible parking shall be provided in compliance with the Americans with Disabilities Act (ADA compliance).
 2. On-Street or Public Lot Parking Credit
 - a. Credit for publicly-owned off-street parking spaces must be located within 750 feet of the property.
 - b. Credit for on-street parking spaces must be located within 350 feet of the property. For residential uses, credit may only be given where overnight parking is allowed.
 3. Parking Restrictions

All parking restrictions outlined in the base zone district and in Municipal Code Appendix A, Section 10, Subsection 16 shall apply.

G. Signage

Signage requirements outlined in Chapter 3, Article 3-II, Section 3-14 of the Sheridan Municipal Code shall apply to the Downtown Business Overlay District.

Appendix A Section 9F Downtown Development Overlay District is hereby adopted to read:

A. Definition

The Downtown Development Overlay District shall be defined as the area outlined in the exhibit below:



B. Purpose

The Downtown Development Overlay District is intended to protect the transitional area between the Downtown Business District and the rest of Sheridan. Through flexible dimensional criteria, intentional use restrictions, and smart design guidelines, this overlay district will encourage styles of development that are compatible with the beloved character of Downtown while also enabling a diversity of uses, building types, and design styles within the transitional area.

C. Applicability

1. General

The uses and criteria outlined in this section governing the Downtown Development Overlay District apply to all properties within the district. In cases where the base zone district criteria differ from Downtown Development Overlay District criteria, those criteria listed in the Downtown Development Overlay District shall apply.

2. Nonconforming Uses and Structures

Within the Downtown Development Overlay District established by these regulations and amendments that may later be adopted, there may exist uses and structures which were lawful before these regulations were adopted, but which would be affected by the terms of these regulations or future amendments. In this case, Municipal Code Appendix A, Section 11 governing Nonconforming Uses shall apply.

D. Dimensional Criteria – Height and Area Regulations

The dimensional criteria outlined in this section are intended to create a smoother transition away from the Downtown Business District to the Downtown Development District and beyond. Smaller lot sizes, reduced setbacks, and building heights will encourage a diversity of building types and densities that will balance both old and new.

- 1. Lot Size* – There shall be no minimum lot size for any use.
- 2. Front Setback* – There shall be no minimum front setback for any use, unless abutting a residential district outside the Downtown Development Overlay District. In this case, a minimum of 5' front setback shall apply. A maximum front setback of 10' shall apply to all uses.
- 3. Rear Setback* – There shall be no minimum rear setback for any use, unless abutting a residential district outside the Downtown Development Overlay District. In this case, a minimum 15' rear setback shall apply.
- 4. Side Setback* – Side setback requirements shall remain equal to side setback requirements listed in the base zone district.
- 5. Building Height* – The maximum building height for all buildings and uses shall be equal to the maximum building height listed in the base zone district. Building elements such as elevator projections, steeples, spires, and architectural elements may be allowed to extend an additional fifteen (15) feet above the maximum height upon review and approval by the Board of Adjustment. The Board of Adjustment shall make their determination based on whether such exceptions impact the public health, safety, or welfare.

6. *Building and Fire Code Requirements* – All structures shall adhere to adopted building and fire code requirements such as fire separation and emergency and accessible ingress and egress.

E. Use Regulations

1. Permitted Uses. The following uses shall be permitted:
 - a. Any use listed in the base zone district, unless otherwise specified in this Section as a Special Exemption Use or a Non-Permitted Use.
 - b. Multiple family dwellings
2. Special Exemption Uses. The following uses shall require additional review and approval by the Board of Adjustment, as outlined in Municipal Code Appendix A, Section 14.
 - a. Places of assembly
 - b. Outdoor vehicle storage or sales; or similar use
 - c. Outdoor storage where greater than 15% of the lot is used as storage as a secondary use
 - d. One-family dwellings
 - e. Two-family dwellings
 - f. Accessory dwelling units
3. Non-permitted Uses. The following uses shall not be permitted:
 - a. Any establishment containing more than six (6) skill-based amusement games as defined at W.S. 11-25-102(a)(xix) or electronic systems or devices as provided for at W.S. 11-25-102(a)(v); or similar uses
 - b. Outdoor storage as a primary/principal use
 - c. Heavy Industrial uses, as defined by these regulations and specified as a Special Exemption Use in Municipal Code Appendix A, Section 9, M-2 Industrial District

F. Parking Regulations

1. Number of Spaces Required - Nonresidential Uses
 - a. Off-street parking requirements for nonresidential uses located within the Downtown Development District shall not apply to existing buildings or reuse of existing buildings that do not result in additional square footage.
 - b. In all other situations or as required by the Public Works Director, the applicant shall provide a parking analysis that includes at a minimum the following information.
 - 1) The anticipated number of parking spaces the additional square footage or new structure will require to minimize impacts to existing properties.
 - 2) How the applicant plans to address their parking need either through available on-street spaces, a nearby public parking lot, a shared parking agreement, or a cash-in-lieu payment as enacted by the city for the acquisition and creation of additional downtown parking.
 - c. When parking spaces are provided or required, accessible parking shall be provided in compliance with the Americans with Disabilities Act (ADA compliance).

2. On-Street or Public Lot Parking Credit
- a. Credit for publicly-owned off-street parking spaces must be located within 750 feet of the property.

b. Credit for on-street parking spaces must be located within 350 feet of the property. For residential uses, credit may only be given where overnight parking is allowed.
3. Parking Restrictions
- All parking restrictions outlined in the base zone district and in City Ordinance Appendix A, Section 10, Subsection 16 shall apply.

G. Signage

Signage requirements outlined in Chapter 3, Article 3-II, Section 3-14 of the Sheridan Municipal Code shall apply to the Downtown Development Overlay District.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2024

ATTEST:

Richard Bridger, Mayor

Candace Ainslie, Deputy City Clerk

State of Wyoming)

)SS

County of Sheridan)

Subscribed and sworn to (or affirmed) before me this _____ day of _____, 2024 by _____.

Notary Public

My commission expires _____.



CITY OF SHERIDAN, WYOMING

55 Grinnell Plaza, Sheridan, Wyoming 82801
Ph (307) 674-6483

Clerk

MEMORANDUM

RE: Ownership Member Transfer of Retail Liquor License #9 - Wyoming Downs OTB4, LLC

From: Candace Ainslie, Deputy Clerk

To: City Council

CC:

Date:

Attachments

Update Form

WLD-CORP & LLC INFORMATION UPDATE FORM (WLD-3/2024)

Date:	10/02/24
Liquor Licensing Authority Name:	City of Sheridan
License Holder Name:	Wyoming Downs OTB4, LLC
Doing Business As (DBA)/Trade Name:	Wyoming Downs
Location City:	Sheridan
License Holder Contact Person Name:	Wyoming Downs OTB4, LLC
Contact Person Phone or Email:	Traci Lacock

(1/25)

14. Applicant is Filing As a Corporation, Limited Company, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock or ownership of the corporation, limited liability company, limited liability partnership, or limited partnership.

Each Officer, Director or LLC member 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 <i>DO NOT LIST PO BOXES</i>	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock or Ownership Held	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?
Ron Winchell	3/29/1972	42 Soaring Bird Ct. Las Vegas, NV 89135	702-402-3670	<1 yr.	100	YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

REQUIRED ATTACHMENTS:

- ☐ A statement indicating the financial condition and financial stability of the Applicant. W.S. 12-4-102(a)(vi).
- ☒ If transferring a license or permit to another Applicant, attach a form of assignment from the current licensee to the new Applicant authorizing the transfer. W.S. 12-4-601(b).
- ☐ A copy of any lease agreements. W.S. 12-4-103(a)(iii)
- ☐ Bar & Grill and Restaurant liquor license Applicants: attach a copy of the current Food Service Permit or the approved permit application for the Applicant and for the licensed building location. 12-4-413(a) / W.S. 12-4-407(a)
- ☐ If food and beverage services will be contracted or subcontracted attach a copy of the contract or lease agreement W.S. 12-4-201(m) / W.S. 12-4-301(e) / W.S. 12-4-403(b)
- ☐ If filing for a Golf Club or Social Club liquor license attach a copy of the club's bylaws W.S. 12-4-301(c)

OATH OR VERIFICATION

Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, or TWO (2) Corporate Officers or Directors except that if all the stock of the corporation is owned by ONE (1) individual then that individual may sign and verify the application upon his oath, or TWO (2) Club Officers. W.S. 12-4-102(b)

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

Nevada

STATE OF ~~MISSISSIPPI~~)

) SS.

COUNTY OF Clark)

Signed and sworn to before me on this 19th day of September, 2024 that the facts alleged in the foregoing instrument are true by the following:

1) _____ (Signature)	<u>Ron Winchell</u> (Printed Name)	<u>Manager</u> Title
2) _____ (Signature)	_____ (Printed Name)	_____ Title
3) _____ (Signature)	_____ (Printed Name)	_____ Title
4) _____ (Signature)	_____ (Printed Name)	_____ Title
5) _____ (Signature)	_____ (Printed Name)	_____ Title

Witness my hand and official seal:



Iliana Godoy
Signature of Notary Public

My commission expires: 8/16/2026

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

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

To be completed by City/County Clerk

License Fees	Annual Fee: \$	Local License #: 9	Date filed with clerk: 9 / 14 / 2023
	Prorated Fee: \$	Advertising Dates: (2 Weeks)	9/20/2023 & 9/27/2023
	Transfer Fee: \$ 100	Hearing Date: 10 / 02 / 2023	
	Publishing Fee: \$ 90		
Publishing Fee Direct Billed to Applicant: ☒			
License Term:	10 / 03 / 2023	Through	12 / 31 / 2023
	Month Day Year		Month Day Year

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

Applicant:	Wyoming Downs OTB4, LLC		
Trade/Business Name (dba):	Wyoming Downs		
Building to be licensed/Building Address:	927 Coffeen Avenue		
	Number & Street		
	Sheridan	WY	82801 Sheridan
	City	State	Zip County
Local Mailing Address:	2905 Lake East Drive, Suite 150		
	Number & Street or P.O. Box		
	Las Vegas, NV 89117		
	City	State	Zip
Local Business Telephone Number:	(307)259-1480	Fax Number:	()
Business E-Mail Address:	tlacock@wydowns.com		

FILING FOR

- ☐ NEW LICENSE
- ☐ TRANSFER OF LOCATION

FILING IN (CHOOSE ONLY ONE)

- ☒ CITY OF: Sheridan
- ☐ COUNTY OF:

FILING AS (CHOOSE ONLY ONE)

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

- ☒ TRANSFER OWNERSHIP
- ☐ ASSIGNMENT LETTER ATTACHED
- FORMERLY HELD BY: Ole's Pizza and Spaghetti House, Inc.

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE

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

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

LIMITED RETAIL (CLUB)

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

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

SPECIAL DESIGNATIONS

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

To Assist the Liquor Division with scheduling inspections: OPERATIONAL STATUS

- ☒ FULL TIME (e.g. Jan through Dec) (specify months of operation) from Jan to Dec
- ☐ SEASONAL/PART-TIME DAYS OF WEEK (e.g. Mon through Sat) from Mon to Sun
- ☐ NON-OPERATIONAL/PARKED HOURS OF OPERATION (e.g. 10a - 2a) from 10 a.m. to 2 a.m.

ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 4

1. **BUILDING OWNERSHIP:** Does the applicant? W.S. 12-4-103(a)(iii)
- (a) **OWN** the licensed building? ☒ YES (own)
- (b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☐ YES (lease)
- If Yes, please submit a copy of the lease and indicate:
- (i) When the lease expires, located on page _____ paragraph _____ of lease.
- (ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page _____ paragraph _____ of lease.
(MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)
2. To operate your liquor business, have you assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license and the licensed building? W.S. 12-4-601(b) ☐ YES ☒ NO
3. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403
- (a) Hold any interest in the license applied for? ☐ YES ☒ NO
- (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your 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 you answered **YES** to any of the above, explain fully and submit any documents in connection there within:
- _____
4. Does the **applicant** have any interest or intent to acquire an interest in any other liquor license issued by **this** licensing authority? W.S. 12-4-103(b) ☐ YES ☒ NO
- If "YES", explain: _____
-

5. **BAR AND GRILL LICENSE OR RESTAURANT LICENSE:**
- Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☐ YES ☐ NO
-

6. **RESORT LICENSE:**
- Does the resort complex:
- (a) Have an actual valuation of at least one million dollars, or have you 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 which 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 you have committed or expended not less than 10 million dollars (\$10,000,000.00)? W.S. 12-4-401(b)(iv) ☐ YES ☐ NO
- (e) Are you contracting/leasing the food and beverage services? W.S. 12-4-403(b)
1. If Yes, have you submitted a copy of the food and beverage contract/lease? ☐ YES ☐ NO
-

7. **MICROBREWERY LICENSE:**
- Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) ☐ YES ☐ NO
- (a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT
- ☐ BAR AND GRILL ☐ WINERY
- (b) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☐ NO
- (Requires wholesale malt beverage license with the Liquor Division)
-

8. **WINERY LICENSE:**
- Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) ☐ YES ☐ NO
- (a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT
- ☐ BAR AND GRILL ☐ MICROBREWERY

0000

9. LIMITED RETAIL (CLUB) 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) 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) LICENSE:

GOLF CLUBS W.S. 12-1-101(a)(iii)(D)/W.S. 12-4-301(e):

- (a) Do you have more than fifty (50) bona fide members? ☐ YES ☐ NO
- (b) Do you own, maintain, or operate a bona fide golf course together with clubhouse? ☐ YES ☐ NO
- (c) Are you a political subdivision of the state that owns, maintains, or operates a golf course? ☐ YES ☐ NO
1. Are you contracting/leasing the food and beverage services? W.S. 12-5-201(g) ☐ YES ☐ NO
2. If Yes, have you submitted a copy of the food and beverage contract/lease? ☐ YES ☐ NO

12. LIMITED RETAIL (CLUB) LICENSE:

SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E)/W.S. 12-4-301(b):

- (a) Do you 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) Have you filed a true copy of your bylaws with 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 Attached) ☐ YES ☐ NO

13. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip <i>DO NOT LIST PO BOXES</i>	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 of a Felony Violation?	Have you been Convicted of a 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 ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

14. If the applicant is a **Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, and every officer, and every director must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip <i>DO NOT LIST PO BOXES</i>	Residence Phone Number	No. of Years in Corp or LLC	% of Corpora te Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Eric Nelson	1/22/1959	3611 S. Lindell Road Suite Ste 201 Las Vegas NV 89103	702-682-8918	11	40.5	YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

REQUIRED ATTACHMENTS:

- ☒ A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102(a)(vi).
- ☐ Attach any lease agreements (especially for resort/political subdivisions leasing out food & beverage services) W.S. 12-4-103 (a)(iii)/W.S. 12-4-403(b)/W.S. 12-4-301(e).
- ☒ If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer W.S. 12-4-601(b).

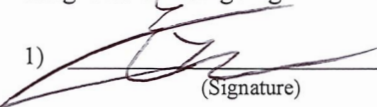
OATH OR VERIFICATION

(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)

*Under penalty of perjury, and the possible revocation or cancellation of the license,
I swear the above stated facts, are true and accurate.*

Nevada
STATE OF ~~WYOMING~~)
COUNTY OF *Nevada*) SS.

Signed and sworn to before me on this 12 day of September, 2023 that the facts alleged in the foregoing instrument are true by the following:

- 1) 
(Signature)

ERIC NELSON
(Printed Name)

Manager
Title
- 2) _____
(Signature)

(Printed Name)

Title
- 3) _____
(Signature)

(Printed Name)

Title
- 4) _____
(Signature)

(Printed Name)

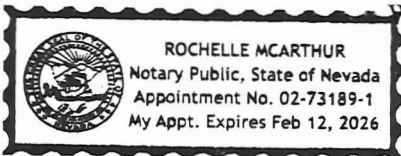
Title
- 5) _____
(Signature)

(Printed Name)

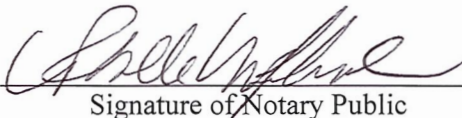
Title
- 6) _____
(Signature)

(Printed Name)

Title



Witness my hand and official seal:


Signature of Notary Public



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*

Nature of Business:

- Bar
- Package Liquor
- Restaurant

Regular Events:

- Happy Hour
- Live Entertainment

Special Events:

Other:

(All outside events require a Catering Permit)

Security/ Crowd Control/ Capacity Limits

The official occupancy limit for our business is:

126

In order to comply with our occupancy limits we shall:

In order to comply with the occupancy limits Wyoming Downs will monitor the occupancy by walking the floor and performing regular head counts.

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:

The Rules of the establishment will be enforced by the Manager, Chris Macha, as well as our Risk Manager, Lou Fatta, in connection with our Director of Operations, James Allstun.

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:



CITY OF SHERIDAN, WYOMING

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

RETAIL LIQUOR LICENSE OPERATION PLAN

Name as it appears on license:	Wyoming Downs OTB4, LLC
Common Name (doing business as):	Wyoming Downs, LLC
Street Address:	2905 East Lake Dr., Suite 150, Las Vegas, NV 89117
Phone #:	307-259-1480 (Traci Lacock, General Counsel)

Hours of Operation

Our planned hours of operation are:

Monday:	10 a.m. – 12 a.m.
Tuesday:	10 a.m. – 12 a.m.
Wednesday:	10 a.m. – 12 a.m.
Thursday:	10 a.m. – 12 a.m.
Friday:	10 a.m. – 2 a.m.
Saturday:	10 a.m. – 2 a.m.
Sunday:	10 a.m. – 12 a.m.

Last call will be 30 minutes before closing and last service will be 15 minutes before closing.

Use of License

Please describe the characteristics of your operations:

Wyoming Downs is a pari-mutuel provider in the State of Wyoming that offers both wagering on live horse racing (simulcast) and Historic Horse Racing (gaming terminals).

- Will you be catering? If yes, name of catering company: No.



CITY OF SHERIDAN, WYOMING

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

All employees are TiPs trained, which helps employees know how to spot an underage person. Additionally, this facility will become a 21 and older facility upon transfer of the liquor license.

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

A handwritten signature in black ink, appearing to be "Eric Nelson", written over a horizontal line.

Signature of License Holder

9.14.2023

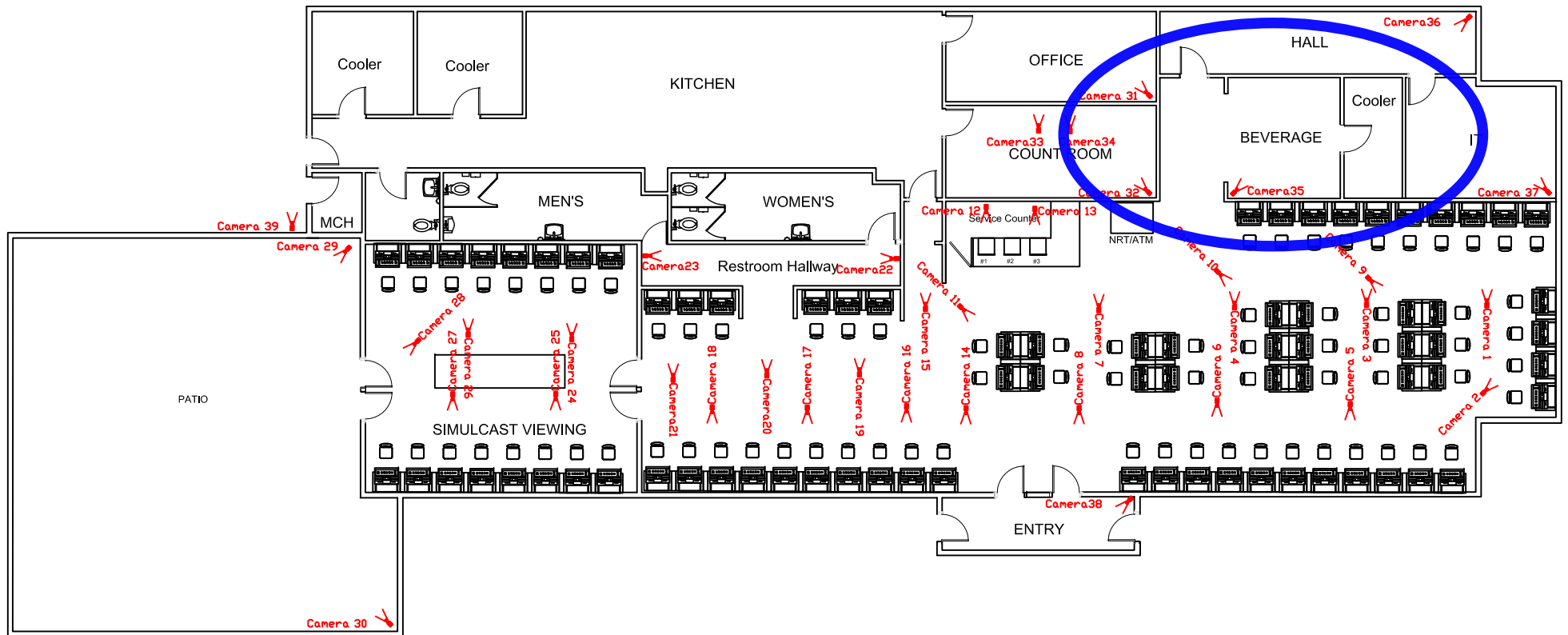
Date

Eric Nelson, Managing Member

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.

SURVEILLANCE LAYOUT



UNLESS OTHERWISE SPECIFIED:

DIMENSIONS ARE IN INCHES
TOLERANCES:
FRACTIONAL ±
ANGULAR: MACH ± BEND
TWO PLACE DECIMAL ±
THREE PLACE DECIMAL ±

INTERPRET GEOMETRIC
TOLERANCING PER:
MATERIAL

APPLICATION

DO NOT SCALE DRAWING

DRAWN
CHECKED
ENG APPR.
MFG APPR.

Q.A.
COMMENTS:

77 HHR TERMINALS

NAME DATE

COOK 5/2/2023

TITLE:

WYOMING_DOWNS_SHERIDAN_OLES
GAME LAYOUT

SIZE DWG. NO.

1

REV

0

SCALE:

WEIGHT:

SHEET 1 OF 1

Financial Statement for Liquor License Applicants

Applicant: WYOMING DOWNS OTB4, LLCDate: 7 / 31 / 2023

Assets

Current Assets

Cash	\$	<u>317,247</u>
Investments	\$	<u></u>
Inventory	\$	<u></u>
Prepaid Expenses	\$	<u>49,759</u>
Other Current Assets	\$	<u></u>
TOTAL CURRENT ASSETS	\$	<u>367,006</u>

Fixed Assets

Land	\$	<u></u>
Buildings	\$	<u></u>
Leasehold Improvements	\$	<u>48,615</u>
Furniture & Fixtures	\$	<u>248,990</u>
Other Fixed Assets	\$	<u>32,500</u>
TOTAL FIXED ASSETS		
\$ <u>330,105</u>		
Less- Accumulated Depreciation	\$	<u>(123,617)</u>
NET FIXED ASSETS	\$	<u>206,488</u>

TOTAL ASSETS (LINE1) \$ 573,494

Liabilities

Current Liabilities

Accounts Payable	\$	<u></u>
Note Payable	\$	<u></u>
Accrued Expenses (Interest, taxes, wages, etc.)	\$	<u>132,674</u>
Installment Loans Payable	\$	<u></u>
Other Current Liabilities	\$	<u></u>

TOTAL CURRENT LIABILITIES (Line 2) \$ 132,674

Capital

Capital

Sole Proprietor	\$	<u></u>
Corporation		
Capital Stock	\$	<u></u>
Treasury Stock	\$	<u></u>
Retained Earnings	\$	<u></u>

Partnership/LLC

Name of Partner	Capital
<u>WYOMING DOWNS, LLC</u>	\$ <u>440,820</u>
<u></u>	\$ <u></u>
<u></u>	\$ <u></u>
<u></u>	\$ <u></u>

TOTAL CAPITAL (LINE 3) \$ 440,820

TOTAL LIABILITIES & CAPITAL

(Line 2 = Line 3) Must equal line 1 \$ 573,494



CITY OF SHERIDAN, WYOMING
55 Grinnell Plaza, Sheridan, Wyoming 82801
Ph (307) 674-6483

Utilities

MEMORANDUM

RE: Consideration of Resolution 38-24 Renewing the Unite Private Network (UPN) Franchise Agreement

From: Dan Roberts, Utilities Director

To: City Council

CC: City Administrator Stuart McRae

Date: 10/15/2024

Background:

On May 21, 2012, the Sheridan City Council passed and approved Ordinance No. 2125 (attached) which granted to Unite Private Networks, LLC (Grantee), and to its successors and assigns, a nonexclusive franchise to operate a communications system within the City of Sheridan. Ordinance No. 2125 and its terms stated within make up a Franchise Agreement (Agreement) between the City and Grantee. Article 2, Paragraph 2.4 states a term of 10 years subject to renewal by the parties. In addition, it states the City will not unreasonably refuse to extend the Franchise for an additional five (5) years if the Grantee is in compliance with the terms of the Agreement and applicable law, and the compensation terms are acceptable to both parties. The Agreement also states, in Article 2, paragraph 2.4 the City of Sheridan (City) and Unite Private Networks (UPN) entered into a Franchise Agreement (Agreement) on July 31, 2012. This agreement has been in effect since with an initial term of ten (10) years, subject to renewal by the parties.

Discussion:

The Grantee has requested the five (5) year extension made available within the Agreement. A specific written request was not submitted prior to the end of the ten (10) year term limit. However, it has been the Grantee's intentions all along to continue to operate under the terms of the Franchise Agreement within the five (5) year extension period.

A formal request came to the City early in 2023, but the matter did not make it before City Council for formal consideration and approval. Staff has since re-established communications with the Grantee and have gained some understanding about their Franchise and their plans moving forward. The Grantee desires to continue to have the Franchise operate under the same terms and in the same manner into the future. In order to do so, they would like to have the City Council consider a five (5) year extension to the Agreement which met its term limits on May 21, 2022. If approved by the City Council, the five (5) year extension would be backdated to start at the initial termination date thereby making the Agreement renewed through May 21, 2027.

Staff's review of the Grantee's performance under the Agreement found that they have been in compliance and met the terms of the Agreement all the way up to the renewal period. In consideration of this, granting the five (5) year extension is recommended to the City Council. Resolution 38-24 has been prepared for the City Council's consideration. If approved, the would effectuate the Agreement renewal and five year extension.

It should be noted that the City has not received franchise fee payments from Grantee for the period of the Agreement. It's not foreseen that the City will receive any franchise fees in the future either. The reason being is that the Grantee does not provide retail service and they do not receive compensation that would be considered "Gross Revenue" (Revenue from which a franchise fee is calculated as a % of) for operating their Franchise. The Grantee receives payment through the federal government's E-rate program. This program provides discounted

telecommunications, Internet access, and internal connections to eligible schools, funded by the Universal Service Fund. The Grantee solely owns and operates the fiber network and receives payments from the E-rate program for doing so; but they do not provide any retail services, e.g., telecommunications, cable, or internet services over that network. Their fiber network exclusively serves (connects the facilities with fiber) Sheridan County School District #2.

Attachments

Resolution 38-24

Ordinance 2125 UPN Franchise

**CITY OF SHERIDAN
RESOLUTION 38-24**

A RESOLUTION GRANTING THE RENEWAL OF THE UNITE PRIVATE NETWORKS, LLC (“UPN”) FRANCHISE AGREEMENT, ALLOWING UPN TO OPERATE AND MAINTAIN A COMMUNICATIONS SYSTEM IN SHERIDAN, WYOMING (“CITY” OR “THE CITY”).

WHEREAS, under Wyoming Statute §15-1-103(a)(xxxiii), a city may grant franchises for such terms as the governing body deems proper to any utility company, provided no franchise may be entered into with any person in which that person is given an exclusive right for any purpose whatsoever;

WHEREAS, Communications Franchise Ordinance No. 2125 (the “Franchise”) granted UPN a nonexclusive franchise to operate a communications system within the City;

WHEREAS, the Franchise provided for a ten (10) year term subject to renewal by the parties for an additional five (5) years; and

WHEREAS, this Resolution authorizes the Franchise to be renewed and extended for the additional five (5) years making the franchise, and its terms, valid until May 21, 2027.

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

The City agrees to the renewal and extension of the Franchise to UPN, and to its successors and assigns as approved therein, granting a nonexclusive franchise to operate a communications system within the City for the additional five (5) year term making the Franchise valid until May 21, 2027.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2024.

City of Sheridan

Rich Bridger, Mayor

ATTEST:

Ashlee Foster, City Clerk

COMMUNICATIONS FRANCHISE ORDINANCE

NO. 2125

AN ORDINANCE GRANTING TO UNITE PRIVATE NETWORKS, LLC, AND TO ITS SUCCESSORS AND ASSIGNS AS APPROVED HEREIN, A NONEXCLUSIVE FRANCHISE TO OPERATE A COMMUNICATIONS SYSTEM WITHIN THE CITY OF SHERIDAN, WYOMING, AND ESTABLISHING THE TERMS OF THE FRANCHISE

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

ARTICLE 1 DEFINITIONS

1.0 For the purpose of this Franchise, the following words and phrases shall have the meaning given in this article. When not inconsistent with the context, words used in the present tense include future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is mandatory and "may" is permissive. Words not defined in this article shall be given their common and ordinary meaning.

1.1 Affiliate. When used in relation to any Person, means another Person who owns or controls, is owned or controlled by, or is under common ownership or control with, such Person.

1.2 City. City of Sheridan, Wyoming and includes the territory which currently is or in the future is included within the boundaries of the City of Sheridan. This term may also refer to the mayor of the City or his or her designee.

1.3 City Council. Or, "Governing Body", refers to the legislative and governing body of the City.

1.4 Franchise. This document, all exhibits thereto, all matters incorporated by reference and all amendments thereto, issued by the City that collectively authorize Grantee to use and occupy the Rights of Way to construct, maintain and operate a Telecommunication System for the purpose of offering Services."

1.5 Grantee. Unite Private Networks, a Delaware Limited Liability Company, or its lawful successor, transferee or assignee.

1.6 Gross Revenues. Any and all revenue of Grantee or its Affiliates, of any kind, nature or form derived from the use or operation of the Telecommunications System regardless of whether such revenue is derived from the provision of Services. Gross Revenues shall include, by way of example and not limitation, any and all revenues from the operation of Grantee's System to provide Services attributable to a location in the City, without regard to where the Service is billed or paid, imposition of any rate riders, installation, late fees, any and all other customer charges and revenues which may be derived from any other use of the Telecommunications System (e.g. pole attachment revenues from telecommunications or similar providers). The term shall include revenues that are received now, as well as new revenue sources that may be developed in the future. Gross Revenues shall not include any amount received by the Grantee as a tax, occupation tax, or assessment of general applicability which the Grantee is required to collect from its customers for pass-through to a governmental agency, nor to bad debt or to refunds or credits issued. Gross Revenues do not include proceeds from the sale of bonds, mortgages, or other evidence of indebtedness, securities or stocks, or sales at wholesale by Grantee to another utility when the utility purchasing such services is not the ultimate consumer, is itself a franchisee of the City, and is paying a franchise fee on its Gross Revenues derived from the use of

the Grantee's System. In the case where a single, otherwise unapportionable charge is paid for Service to locations within and outside the City, revenues will be apportioned pro rata based on the number of locations served within and outside the City.

1.7 Person. An individual, partnership, association, joint stock Grantee, trust, corporation, governmental entity, or any other organization authorized to do business in the State of Wyoming

1.8 Right of Way. Public highways, streets, alleys, roads or other public rights of way now or hereinafter dedicated, annexed, owned or controlled by the City within the territorial boundaries of the City, as now exist or as may be extended. However, Right of Way shall not include any designated parks, open space, fire or police stations or similar properties or easements granted to the City. In the event Grantee desires access to any designated park, open space, fire, police or similar property or a particular easement granted to the City, Grantee shall be required to request such access separate and apart from this Franchise.

1.9 Service Area. The present municipal boundaries of the City, and includes any additions thereto by annexation or other legal means.

1.10 Services. Telecommunications services, information services and other communications services provided via the Telecommunications System; the provision of capacity, fibers or other elements of the Telecommunications System to others for a fee; and the installation, provision and maintenance of facilities or equipment in connection with the foregoing or incidental thereto (such as a pole attachment lease). Provided that, Services shall not include the provision of cable services, wireless services or facilities used in the provision of the same.

1.11 Telecommunications System or System. Collectively, all Grantee's facilities within the Right of Way necessary for the Grantee to provide Services, including without limitation plants, works, systems, transmission and distribution structures, lines, equipment, conduit, meters, wires, cables and poles, pedestals, manholes, vaults whether the same be located underground or overhead; or any portion of the same.

ARTICLE 2 GRANT OF FRANCHISE

2.1 Grant of Franchise. The City hereby grants to Grantee a non-exclusive Franchise for the limited purposes and uses and subject to the terms, conditions and provisions provided herein.

2.2 Use of Right of Way.

2.2.1 Grantee shall have the right to establish, construct, maintain and operate into, within, through, and across the Right of Way, a Telecommunications System solely for the provision of Services, pursuant to the terms and conditions contained herein. The Grantee, subject to the terms and conditions contained herein, shall have the right to install, remove, change, alter or extend Telecommunications System as may be necessary for the proper operation and maintenance of the System, in, upon, across or under the Right of Way.

2.2.1 This Franchise shall not include or be a substitute for:

(a) any permit or authorization required for the privilege of transacting and carrying on a business within the City that may be required by the ordinances and laws of the City;

(b) any permit, agreement or authorization required by the Franchising Authority for Right of Way users in connection with operations on or in Right of Way or public property including, by way of example and not limitation, street cut or construction permits; or

(c). any permits or agreements for occupying any other property of the Franchising Authority or private entities to which access is not specifically granted by this Franchise including, without limitation, permits and agreements for placing devices on poles, in conduits, or in or on other structures.

2.3 Route.

2.3.1 Without limiting the foregoing, the grant of the Franchise is not an approval of the route that Grantee has indicated it desires to follow in installing its system, and the parties recognize that the final route will be agreed upon and reflected in permits issued. The Grantee is required to propose any routing, pedestal, and vault locations to the City prior to engineering, design, and construction for review and approval.

2.3.2 City also has requested a deviation from the Grantee's original proposed route design in order to achieve community goals and/or benefit public facilities for the City. Grantee agrees that it will construct its system along a route designated by the City for these purposes, so long as the City agrees that it will pay the actual additional engineering and construction costs to the Grantee due to deviations from the original route design (see Attachment A). Grantee will submit a cost estimate for the proposed route, and the City will be given thirty (30) days after the submittal of the cost estimates by the Grantee to consider whether it wishes to pay the costs and have the System re-routed. If the City agrees to reimburse the additional costs, the Grantee will construct along the route, and, upon completion of construction, submit an invoice for the additional costs, along with actual documentation of these costs for reimbursement purposes. The City agrees to pay these costs within sixty (60) days of receipt. This paragraph does not require the City to reimburse Grantee for any costs that may be associated with reconfiguration or rerouting of the System in the course of the process contemplated in Section 2.3.1.

2.4 Term. The term of this Franchise shall be 10 years subject to renewal by the parties and shall be specifically subject to the Provisions of Term (Section 2.5) set forth below. The City will not unreasonably refuse to extend the Franchise for an additional five (5) years if Grantee is in compliance with the terms of this Agreement and applicable law, and the compensation terms are acceptable to both parties.

2.5 Provisions of Term.

2.4.1 If after the effective date of this Franchise, should there be any enactment or promulgation of any State or federal law, regulation or order, or a decision of a court of competent jurisdiction that changes Grantee's or the City's rights or obligations under this Franchise, or that pertains to any of the terms or provisions herein, including, but not limited to, the imposition, payment, collection or treatment of the franchise fees payable hereunder,, then the City and Grantee, by providing written notice to the other party, each shall have the right to request that affected portions of this Franchise be amended or that there be an addendum hereto. The parties shall commence good-faith negotiations within sixty (60) days of such notice and endeavor to conclude such negotiations within ninety (90) days. Any amendment or addendum agreed to by the parties shall become effective upon the passage and acceptance of such amendment or addendum. In the event that an amendment or addendum cannot be agreed upon pursuant to the terms of this section, the City Council may direct termination of this Franchise by the enactment of an ordinance declaring such termination or the Grantee may direct termination of this Franchise by providing the City with thirty (30) days written notice.

2.4.2 Nothing in this section or Franchise constitutes a waiver by the City or the City Council from exercising any rights the City may have to condemn the Grantee's Telecommunications System or otherwise own its own communications system, or place communications facilities within the Right of Way.

2.4.3 The City, in granting this Franchise, surrenders no privileges or rights that it may now have or possess, of owning or installing any communications system and furnishing the same to the City or any Person.

2.4.4 In the event that the City shall at any time hereafter acquire by purchase or otherwise the property of the Grantee in Sheridan, it is agreed that in any proceeding to determine the just compensation due the Grantee or similar valuation required by a court of competent jurisdiction, the value of this Franchise right shall be fixed and determined at the sum of \$1.00 and no more.

2.5 Relation to other provisions of law.

2.5.1 The Franchise issued by the City is subject to, and Grantee must exercise all rights hereby granted to it in accordance with applicable federal, state and local law. References to laws or "applicable laws" in this Franchise include federal, state and local laws (and regulations lawfully adopted pursuant to those laws) now in effect, and, to be amended or lawfully enacted. This Franchise does not confer rights upon the Grantee other than as expressly provided herein, nor pass rights by implication except those that may otherwise vest pursuant to governing law. The Franchise does not convey title, equitable or legal, in the public Right of Way or public property. Grantee shall not subdivide or sublease to any other person any right granted to Grantee herein.

2.5.2 This Franchise and all rights granted under the Franchise are subject to the lawful exercise of the police powers the City now has or may later obtain, including but not limited to the power of eminent domain; and, are further subject to the exercise of the City's rights as property owner under state and federal laws. Except as expressly set forth herein, neither the granting of this Franchise or any provision herein shall constitute a waiver or bar to the exercise of any governmental right or power of the City, including without limitation the right of eminent domain. The provisions of Articles 4-7 shall be treated as minimum requirements, and shall not bar the City from adopting additional or different standards, and requiring compliance with the same; nor shall any provision of this Franchise bar the City from regulating the time, place or manner in which the Telecommunications System is constructed, repaired, relocated or otherwise physically altered, consistent with City practices and policies. Nothing herein gives the City the authority to regulate the provision of the Services, or shall prevent it from exercising such authority as it has, or may obtain.

2.5.3 This Franchise shall be interpreted to convey rights and interests only as to those Right of Way in which the City has an actual interest and only to the extent and for the purposes set out in the Franchise or available pursuant to governing law. The grant of the Franchise is not a warranty of title or interest in any Right of Way; it does not itself provide the Grantee any interest in any particular location within the Right of Way. The issuance of the Franchise does not deprive the City of any powers, rights, privileges it now has or may later acquire in the future to use, perform work on, construct, operate or repair facilities or systems in, or regulate or control the use of the Right of Way.

2.6 Services Only; Interpretation and conflicts. This Franchise authorizes only the use and occupancy of the Rights of Way for the provision of the Services. This Franchise shall not act as a bar or in any respect prevent the City from imposing lawful conditions related to other activities by Grantee, or prevent the City from requiring additional authorizations, or additional compensation, in connection with the use and occupancy of the Rights of Way for other purposes other than those expressly authorized, whether such use involves the same, or facilities in addition to those used to provide the Services. Without limiting the foregoing, an additional Franchise or other authorization shall be required for use and occupancy of the rights of way to provide cable services or wireless services, or to install facilities for the same. Any additional compensation conditions shall be applied in accordance with state and federal law. This Franchise does not eliminate any obligation of the Grantee to obtain other authorizations as lawfully may be required to provide the Services. Nothing in this Section is intended to expand or contract the City's rights to regulate the provision of services as those rights may exist under governing law, but rather is an exercise of the City's authority to consent to the occupancy and use of the Rights of Way by Grantee.

2.7 Affiliates, subcontractors must comply. Any entity involved in performing work on the Telecommunications System in the City (whether contractors, subcontractors, Affiliates or otherwise) shall comply with the terms and conditions of the Franchise. The Grantee shall be fully liable for any act or omission of the

same that results in a breach of this Franchise as if the act or omission was the Grantee's act or omission.

2.8 Grantee bears own costs. Unless otherwise expressly provided in this Franchise, all acts that the Grantee is required to perform under this Franchise shall be performed at its own expense. Nothing herein shall preclude Grantee from pursuing payment from a third party.

ARTICLE 3 FRANCHISE FEE

3.1 Franchise Fee. Grantee, for and in consideration of the City's granting this Franchise, shall pay to the City for each year the Franchise shall remain in force and effect, an amount equal to the following. Such amount may appear as a line item on the customers' bills. Grantee's obligation to pay over to the City such fees and payments shall continue only so long as Grantee is not prohibited from making such payments by any lawful authority having jurisdiction

3.1.1 Beginning on the effective date of this Franchise and continuing through June 30, 2013 1% of Gross Revenues

3.1.2 Effective July 1, 2013 and continuing through June 30, 2014, 2% of Gross Revenues;

3.1.3 Effective July 1, 2014 and continuing through June 30, 2015, 3% of Gross Revenues;

3.1.4 Effective July 1, 2015 and continuing through the period this Franchise remains in effect, 4% of Gross Revenues 2008.

3.1.5 Notwithstanding the foregoing, the parties recognize that under its franchise with the City, ACT pays a 1% revenues-based franchise fee. If the City grants a franchise to ACT that authorizes ACT to continue to use the rights of way for that fee for any period, Grantee may continue to pay the 1% fee provided for by Section 3.1.1 for the same period.

3.1.6. Notwithstanding the foregoing, while a fee is owed on revenues from the city government of Sheridan, because the amount paid could be passed through on the invoices to the city government, as a matter of convenience the parties agree that (a) the City will not be billed for the franchise fee owed by Grantee; and (b) Grantee need not pay the franchise fee on revenues from the city government.

3.2 Payments. Grantee shall make such payments on a quarterly basis, on or before the 30th day following the close of each quarter, to the Treasurer of the City.

3.3 Not in lieu of other payments. The Franchise issued and the franchise fees paid hereunder are not in lieu of any other required permit, authorization, fee, charge or tax. Without limiting the foregoing, the City, among other things, does not waive the obligation of, or the Grantee's requirement to obtain and pay fees associated with all applicable permits, and to comply with the conditions thereof; to comply with zoning laws; or to comply with codes, ordinances and regulations.

3.4 Franchise Fee to be used for Public Benefit. The fee specified in 3.1 above shall be placed into a special subfund specifically to fund the purchase or improvement of public right-of-ways and spaces (including but not limited to the construction of communications facilities), utility easements, undergrounding of utilities, historic preservation, and pedestrian thoroughfares, which subfund may be the same fund used for fees received from other franchisees. Such subfund shall not be used for general fund expenses including, but not limited to, wages, salaries, benefits and other like expenses.

3.5 Payment Records. The City may, from time to time, and upon reasonable advance written notice, inspect and audit any and all books and records to determine whether Gross Revenues and franchise fees have been accurately computed and paid. In addition to paying all fees owed plus interest, in the event that the City reviews the Grantee's franchise fee payments, and finds that the Grantee has underpaid the fee owed for any year in an amount exceeding 10% of the franchise fees actually paid, the Grantee agrees to pay the reasonable cost of the City's review. Grantee shall pay interest on amounts paid after the due date at the prime rate as listed in the Wall Street Journal on the date the payment was due, compounded daily, calculated from the date the payment was originally due until the date the City receives the payment.

3.6 No accord and satisfaction. No acceptance of any payment by the City shall be construed as a release or an accord and satisfaction of any claim the City may have for further or additional sums payable as a franchise fee or for the performance or any other obligation of the Grantee.

3.7 Payment on termination. If this Franchise terminates for any reason, the Grantee shall file with the City, within ninety 90 calendar days of the date of the termination, a financial statement, certified by an independent certified public accountant, showing the Gross Revenues received by the Grantee since the end of the previous fiscal year.

ARTICLE 4 EMERGENCY RESPONSE

4.1 Required Response. The Grantee shall use due diligence in providing a timely response to and, as necessary, securing a site, with regard to an isolated emergency, including without limitation, situations such as a line down, a pole hit or a fire, notwithstanding other emergencies of greater priority.

4.2 Response to City Dispatcher. The Grantee shall make all reasonable efforts to provide a verbal response within two (2) hours to the City dispatcher in response to calls initiated by the City dispatcher in the event of an isolated emergency. The purpose and intent of the verbal response is to communicate the estimated time of arrival of the Grantee and to acknowledge action by the Grantee to the isolated emergency. Once the Grantee's Call Center has acknowledged the City Dispatcher's call with a live person, a second call back is unnecessary. The Grantee shall make every effort to promptly have Grantee work crews available to respond to and repair isolated emergencies that occur in the Sheridan area. Nothing herein shall prevent the City from moving, removing or disconnecting Grantee's facilities in the event of an emergency as the City deems necessary to prevent harm to the public or to property; it is specifically not required to wait for Grantee's response.

ARTICLE 5 MINIMUM CONDITIONS OF USE

5.1 City use of Telecommunications System. To the extent that space is available, the City shall have the right to install and maintain free of charge upon any poles or in any conduit owned by the Grantee any wire and pole fixture that does not unreasonably interfere with Grantee operations when such use is not in conflict with federal or state health or safety requirements. The Grantee shall not be responsible for any liability that may arise by reason of the City's use. If the Grantee changes, removes or alters any of its facilities, the City shall alter, remove or relocate its installations at its own expense upon the request of the Grantee. Any attachment to the Grantee's System must meet NESC regulations pertaining to clearance and other mechanical requirements. Any changes that would have to be made by the City or the Grantee to accommodate the City's use of the Telecommunications System would have to be at the sole expense of the City. The City shall not use any right under this paragraph to provide Services for anyone else with or without charge. Nor can the City use sell or lease any right under this paragraph to third parties.

5.2 Estimate of Gross Revenue. To facilitate the City's budget process, on or before the 1st day of March and each March thereafter during the term of this Franchise, Grantee will provide the City, upon the City's request, an estimate of the Gross Revenue and resultant franchise fee for the following calendar year.

5.3 All work subject to City laws and regulations.

5.3.1 The maintenance, construction, operation, repair and relocation, and all other work performed on the Telecommunications System shall be performed in compliance with all laws, ordinances, resolutions, departmental rules, regulations, written policies and practices of the City, not in conflict with federal or state law, affecting such system, as such laws, ordinances, resolutions, rules, regulations, policies and practices may change from time to time. By way of example, and not limitation, this includes laws addressing street cuts, pavement restoration, traffic control, permit fees and any and all other directives governing fees, the time, place and manner in which facilities may be installed.

5.3.2 City may remove, or require removal of, any part of the System that is not installed in compliance with the requirements established by the City, or which is installed without prior City approval of the time, place or manner of installation, and charge Grantee for all the costs associated with removal; and may require Grantee to cooperate with others to minimize adverse impacts on the Rights of Way through joint trenching and other arrangements.

5.3.3. Grantee shall perform all work in the Rights of Way, on or near public property, or on or near private property in accordance with good engineering practices and in such a manner that causes the least interference with the rights and reasonable convenience of property owners and residents. Grantee's Telecommunication System shall be constructed and maintained in such a manner as not to interfere with sewers, water pipes, or any other property of the City, or with any other pipes, wires, conduits, pedestals, structures, or other facilities that may have been laid in the Rights of Way by, or under, the City's authority. The Grantee's Telecommunication System shall be located, constructed, and maintained so as not to endanger or interfere with the lives of persons, or to interfere with new improvements the Franchising Authority may deem proper, to make or to unnecessarily hinder or obstruct the free use of the Rights of Way or other public property, and shall not interfere with the travel and use of public places by the public during the construction, repair, operation, or removal thereof, and shall not obstruct or impede traffic. In the event of interference, the City may require the removal or relocation of Grantee's lines, cables, equipment and other appurtenances at Grantee's expense.

5.4 Permits. Construction, operation or repair of the Telecommunications System shall not commence until all required permits have been obtained and all required permit fees have been paid, except in emergency situations which shall be handled in accordance with the policies of the City.

5.5 Maps. Grantee shall file maps and/or drawings with the City, in a form reasonably prescribed by the City, including electronic formats that can be imported into the City's GIS system. Maps initially shall be filed on January 5, 2013. The maps shall be updated at least annually, or upon completion of any significant additions to Grantee's facilities in the City. The maps shall show:

5.5.1 the location of the Telecommunications System.

5.5.2. information as to the facilities Grantee has placed in the City (fiber counts, routes, and so on), which information, if confidential, shall be maintained as confidential as permitted under Wyoming state law.

5.6 Clean up and restoration. If Grantee disturbs the surface of any Right of Way, or otherwise damages or disturbs any private property or public property, Grantee shall, at its own expense, promptly restore the same to at least its prior condition, to the City's satisfaction, and as may otherwise be required by City law, ordinance, resolution, regulation or practice, unless the City and the Grantee agree otherwise. If the Grantee fails to restore the affected property as required herein, then

following written notice to the Grantee, and reasonable opportunity to cure, the City may make the restoration in a manner satisfactory to the City, and all costs incurred for such restoration shall be paid by the Grantee. Provided that, where any work presents an immediate hazard to public health or safety, the City may, without notice, remove the hazard, and all costs incurred by City shall be paid by Grantee.

5.7 ADA. Grantee shall ensure its Telecommunications System are located and constructed in a manner consistent with any requirements of the Americans with Disabilities Act (ADA) applicable at the time of construction. Following notice by the City of an ADA construction problem, the Grantee shall have thirty (30) days or other reasonable time to remedy the problem as agreed to by the City.

5.8 Use of existing poles and conduit. Grantee shall use existing poles and conduit wherever possible. No new poles shall be placed in the Right of Way without written permission of the City. If a written response from the City, either granting or denying the Grantee's request, is not received within ten (10) days of the Grantee's request for such placement, the placement request shall be deemed granted.

5.9 Publicizing construction work. The Grantee agrees to utilize its best efforts to notify all of the affected landowners and the City of the initial build or any substantial rebuild or upgrade of the Telecommunications System in each affected neighborhood.

5.10 Field markings. Any spot or field marking required by the City of any portion of the System shall be accomplished within 10 calendar days of the City's request at no cost to the City. In no event shall the City be responsible for costs or damages associated with the Grantee's failure to timely identify such facilities or any incorrectly identified or located facilities.

5.11 Moving structures. Grantee shall move its wires or other facilities to permit the moving of any structure as may be requested by the City, or authorized by permit of the City, at no cost to the City.

5.12 Review of City project plans. Upon submittal by the City of City or other construction plans for City projects, the Grantee shall review such plans and identify locations of Grantee wires and facilities at the earliest possible moment. In no event shall the City be responsible for any damage to any such wires or facilities in the event the Grantee improperly or otherwise fails to identify such wires and facilities that may be cut or damaged by the City or any other person; provided, however, that nothing herein relieves the City from liability that it may have under Wyoming law, if any, for failure to comply with Wyoming One-Call laws.

5.13 Utility Coordinating Committee. The City may take action to create a utility coordinating committee with representatives from all other utilities, franchise holders, telecommunication companies within the right of Way. If such a committee is formed, the Grantee agrees to participate with a local utility coordinating committee.

5.14 Compliance with Environmental Laws. The Grantee shall comply with all applicable environmental laws in the operation and maintenance of its Telecommunications System.

5.15 One-Call. Grantee shall maintain membership in the one call utility locate system utilized by the City and abide by its bylaws, rules, and regulations.

5.16 Construction in conjunction with City. Upon the City's request, the Grantee shall either:

5.16.1 install, where feasible, additional conduit, lashing, and fibers ("City Facilities") for the City. These City Facilities will be the property of the City and the City shall be solely responsible for the maintenance of the City Facilities; Grantee shall have no interest in or rights with respect to those facilities; or

5.16.2. dedicate fiber in its Telecommunications System to City use, which fiber shall remain Grantee's property, but shall be subject to an Irrevocable Right of Use by the City.

5.16.3 City Facilities shall be installed by the Grantee as provided in Section 5.16.1, or fiber dedicated as provided in Section 5.16.2, as provided by separate agreement between the parties. Notwithstanding any other provision of this franchise, the rights provided to Grantee hereunder shall not become effective until an agreement implementing sections 5.16.1-5.16.2 is signed by both parties, unless the City confirms in writing that it does not wish to exercise its rights under this section 5.16.

ARTICLE 6 TREE TRIMMING AND REPLACEMENT

6.1 Trimming. Grantee tree trimming in Right of Way, for the purpose of keeping overhead wires safe from possible tree damage, shall be performed by the Grantee in a professional, reasonably aesthetic and acceptable manner, under the guidance of a certified arborist or other professional. The Grantee shall, when possible, avoid tree removal and engage in appropriate trimming and pruning of existing trees in the Right of Way.

6.2 Removal, Replacement. Under the guidance of a certified arborist or other professional, the Grantee may remove trees as necessary for the purpose of keeping overhead wires safe from possible tree damage.

6.3 Cooperation in Planting New Trees. The City agrees to consult with the Grantee in selecting the species and location of future trees planted by the City in or near Grantee's Telecommunications System.

ARTICLE 7 OPERATION AND REPORTING PROVISIONS

7.1 Right to Audit, Inspect and copy. The City shall have the right to inspect and copy books and records related in whole or in part to the construction, operation or repair of the Telecommunications System and reasonably necessary for the City to monitor compliance with the terms of this Franchise or applicable law or reasonably necessary to the exercise of any right or duty of the City under the same. The Grantee is responsible for maintaining control over books and records related in whole or in part to fees required to be paid (whether the fees are received by it or by an Affiliate) or to the construction, operation, or repair of the Telecommunications System. It is responsible for producing these records upon the City's request. The Grantee must produce all records reasonably required to understand Gross Revenues of the Grantee or Affiliates and to compute franchise fees and, produce any and all other records related to compliance with any provision of this Franchise and related law. If the material requested contains confidential material, the Grantee shall mark it as such, and the City agrees that it will treat such material as confidential where it is permitted to do so under state law.

7.2 Production. Books and records requested shall be produced to the City at a time and location in the City designated by the City. However, if the requested books and records are too voluminous or for security reasons cannot be copied and moved, then the Grantee may request that the inspection take place at some other location mutually agreed to by the City and the Grantee, provided that:

7.2.1 The Grantee must make necessary arrangements for copying documents selected by the City after its review; and

7.2.2 The Grantee must pay all travel and additional copying expenses incurred by the City (above those that would have been incurred had the documents been produced in the City) in inspecting those documents or having those documents inspected by its designee.

7.3 Retention of records. The Grantee shall ensure that it is able to provide the City all information required by this Franchise. Records shall be kept for at least six years. Nothing in this section shall be read to require the Grantee to violate any applicable law governing privacy.

ARTICLE 8 TRANSFER AND ASSIGNMENT

8.1 Transfer, assignment or change of control. No transfer or assignment of this Franchise or change in control of the Franchise, Grantee or Telecommunications System (collectively, "Transfers") shall occur unless prior written request is made by the Grantee to the City and the City's prior written consent is obtained, which consent will not be unreasonably withheld. In considering whether a Transfer should be approved, the City may consider matters directly relevant to the enforcement of this Franchise, and to matters within the scope of its authority under state and federal law. The Grantee agrees to submit all information reasonably requested by the City relating to the technical, financial and operational qualifications of any transferee to perform according to the terms of the Franchise. A request for Transfer consent must be submitted at least 60 days in advance of a proposed Transfer, and the City shall act promptly on the request for approval.

8.2 Change of control. A change of control of the Franchise, Grantee or Telecommunications System shall be deemed to have occurred whenever there is a change, acquisition or transfer of control of more than 25% ownership in the Grantee, its Telecommunications System or its direct or indirect parents.

ARTICLE 9 INSURANCE, INDEMNIFICATION

9.1 Insurance. The Grantee agrees to maintain in full force and effect, at its own cost and expense, during the term of this Franchise, Commercial General Liability Insurance in the amount of \$1,000,000 combined single limit for bodily injury, and property damage. Grantee shall provide a certificate of insurance designating the City as an additional insured. Such insurance shall be noncancellable except upon thirty (30) days prior written notice to the City.

9.2 Indemnity. The Grantee shall indemnify and hold harmless the City and its officers, employees and officials against and from any and all claims, and all damages, costs and expense to which it or they may be subjected by reason of any acts of negligence of the Grantee, or its agents or servants, in any manner arising out of the construction, maintenance or operation of the Telecommunications System.

ARTICLE 10 RELOCATION, REMOVAL, UNDERGROUND FACILITIES AND EXCAVATION

10.1 Relocation and removal. When and as required by the City for any reason, including, but not limited to, public works projects, public safety, street construction (including, but not limited to, rerouting, improving or widening), street, sidewalk, median or neighborhood rehabilitation or change or establishment of street grade, Grantee shall, at its own expense, protect, support, temporarily disconnect, relocate or remove its Telecommunications System; provided however, that Grantee shall not be responsible for relocation costs under the following circumstances:

10.1.1. where by City application, specific monies can be and are obtained from Federal or State resources for relocation costs for Grantee, provided that no City matching funds would be required, the scope of the City project would not be diminished and the City would not be required to spend additional monies; or

10.1.2. where the laws or regulations of the City make a developer responsible for the costs, in which case, the Grantee may seek reimbursement from the developer.

10.2 Underground facilities. When and as required by the City, in furtherance of the health, safety and welfare of the community, including, but not limited to, for any public works project, public safety, street construction, rerouting, improving or widening any street, sidewalk, or median or neighborhood rehabilitation or change or establishment of street grade, Grantee shall, at its own expense, locate or relocate Telecommunications System in the affected area identified by the City underground. Without limiting the foregoing, the Telecommunications System in any new subdivision will be placed underground.

10.3 Undergrounding with electrical facilities. Without limiting the foregoing, wherever the lines of any electrical system are underground, Grantee's facilities will be placed underground. Whenever the distribution lines of an electrical system are placed underground in an area where Grantee has any facilities, the Telecommunications System promptly shall be placed underground, and any poles occupied, vacated.

ARTICLE 11

BREACH; ENFORCEMENT AND REMEDIES; REVOCATION

11.1 Right to revoke; generally. The City Council may revoke this Franchise if it finds that Grantee has committed a material breach of this Franchise or repeatedly failed to comply with this Franchise, has defrauded or attempted to defraud the City or customers, or has attempted to evade the requirements of this Franchise. Before revoking a Franchise, the following must have occurred:

11.1.1 The City must give the Grantee notice of an alleged default in performance (which notice will describe the nature of an alleged violation or breach) and a 30 calendar day opportunity to cure or such additional time as is reasonably necessary (the "cure period"); except that an opportunity to cure is not required where the defect in performance is due to willful misconduct or fraud or attempted fraud, is an adjudicated felony violation of criminal law, or is part of a pattern of violations where the Grantee has already had notice and opportunity to cure. The City may extend the cure period for up to 30 additional days if the Grantee has diligently attempted to correct the alleged default.

11.1.2 Not sooner than 30 calendar days after the City notifies the Grantee of the default (or such longer period as may be required to encompass an extended cure period), the City Council shall hold a public hearing to consider whether the Franchise should be revoked, at which the Grantee and the public will be given an opportunity to be heard. Upon completion of this meeting, the City may revoke the franchise.

11.2 Bankruptcy. This Franchise will terminate automatically by force of law 30 calendar days after an assignment for the benefit of creditors or the appointment of a receiver or trustee to take over the business of the Grantee, whether in an receivership, reorganization, bankruptcy assignment for the benefit of creditors, or other action or proceeding. However, the Franchise may be reinstated within that 30 day period if:

11.2.1 Such assignment, receivership or trusteeship has been vacated; or

11.2.2 Such assignee, receiver or trustee has fully complied with the terms and conditions of this Article and the Franchise, and has executed an agreement, approved by any court having jurisdiction, assuming and agreeing to be bound by the terms and conditions of this Franchise.

11.3 Foreclosure or Judicial Sale. In the event of a foreclosure or other judicial sale of any of the facilities, equipment or property of the Grantee, the City may revoke the Franchise following a public hearing before the City Council, by serving notice upon

the Grantee and the successful bidder at the sale, in which event the Franchise and all rights and privileges thereunder will be revoked and will terminate 30 calendar days after serving such notice, unless:

11.3.1 City has approved the transfer of the Franchise to the successful bidder; and

11.3.2 The successful bidder has covenanted and agreed with the City to assume and be bound by the terms and conditions of the Franchise.

11.4 Rights upon termination or revocation. If the City revokes the Franchise or the Franchise otherwise terminates, all of Grantee's rights under this Franchise shall immediately cease and be divested. and the City shall have the following rights, in addition to the rights specified in this Franchise or under applicable law:

11.4.1 The City may establish a fee that Grantee must pay for so long as it continues to occupy the Rights of Way, or operate the Telecommunications System; may require Grantee to pay all the City's costs associated with the termination or revocation.

11.4.2 The City may require the Grantee to remove any or all of its Telecommunications System at the Grantee's expense. If the Grantee fails to do so within a reasonable period of time, the City may have the removal done at the Grantee's and/or surety's expense, subject to any right of abandonment that may be provided for under applicable law.

11.4.3 If the Telecommunications System or any part thereof is abandoned by Grantee, the City may require the Grantee to transfer title to the abandoned portions to it at no charge, free and clear of encumbrances, and the same will become the City's property and the City may keep, sell, assign, or transfer all or part of the assets or otherwise dispose of those assets as it sees fit.

11.5 Application of section.

11.5.1 In no event shall the City exercise its rights under this section if a bona fide, good faith dispute exists between the City and the Grantee.

11.5.2 The rights in this section are in addition to, and not in lieu of, other remedies that may be available to the City.

ARTICLE 12 AMENDMENT AND ADDENDUM

At any time during the term of this Franchise, the City, through its governing body, or the Grantee, may propose an amendment or addendum to this Franchise by giving thirty (30) days written notice to the other of the proposed amendment or addendum desired, and both parties thereafter, through their designated representatives, will, within a reasonable time, negotiate in good faith in an effort to agree upon mutually satisfactory amendment.

ARTICLE 13 GENERAL PROVISIONS

13.1 Validity of franchise. Both parties affirm that, as of the date of this agreement, each believes that the terms and conditions herein, are valid and fully enforceable.

13.2 Acceptance. Grantee, within thirty (30) days after the passage and approval of this Franchise or any amendment or addendum hereto shall file in the office of the City Clerk a written statement of acceptance of this Franchise or the amendment or addendum duly signed and acknowledged by the proper officer of Grantee authorized to execute such acceptance. If the Grantee fails to file such written acceptance within the time provided or if the Grantee fails to provide proof of the insurance, or if Grantee fails to obtain and maintain the authorizations required to

provide the Services, the rights hereby conferred upon Grantee shall expire, terminate and be of no further effect.

13.3 No waiver. The failure of the City or Grantee, upon one or more occasions, to exercise a right or to require compliance or performance under this Franchise or any other applicable law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance, unless such right has been specifically waived in writing.

13.4 No recourse against individuals. Without limiting or waiving such immunities as the City or its representatives may have under applicable law, Grantee shall have no monetary recourse whatsoever against the individual City officials, board members, commission members, agents or employees for any loss, costs, expense or damage arising out of any provision or requirement of this Franchise or because of the City's exercise of its authority pursuant to this Franchise or other applicable law, unless the same shall be caused by criminal acts or by willful or gross negligence.

13.5 No pledging of City credit. Under no circumstances shall the Grantee have the authority or power to pledge the credit of City or incur any obligation in the name of the City. Grantee shall save and hold harmless the City, its City Council, its officers, employees, boards and commissions for expenses arising out of any unauthorized pledges of City's credit by the Grantee under this Franchise.

13.6 Venue. In the event that suit shall be brought by either party, the parties agree that venue shall be exclusively vested in the State District Court of Sheridan County, Wyoming or, where otherwise appropriate, exclusively in United States District Court for the District of Wyoming.

13.7 Force Majeure. The Grantee shall not be deemed in default with provisions of this Franchise where performance was rendered impossible by war or riots, acts or terrorism, civil disturbances, floods or other natural catastrophes beyond the Grantee's control or the unforeseeable unavailability of utility services essential to performance hereunder. The acts or omissions of Affiliates are not beyond the Grantee's control, and the knowledge of Affiliates shall be imputed to the Grantee. The Franchise shall not be revoked or the Grantee penalized for such noncompliance, provided that the Grantee takes immediate and diligent steps to bring itself back into compliance and to comply as soon as possible under the circumstances with its Franchise without unduly endangering the health, safety and integrity of the Grantee's employees or property, or the health, safety and integrity of the public, public rights-of-way, public property, or private property.

13.8 Notice. Any notices which may be required under the terms of this Agreement shall be sent to the following addresses, mailed certified mail, return receipt requested, and shall be deemed effective the date it is postmarked. Either party may change the person or address for notices at any time by notifying the other party of the change in writing:

NOTICES TO CITY:

City Clerk
City of Sheridan
55 E. Grinnell Plaza
P.O. Box 848
Sheridan, Wyoming 82801

NOTICES TO GRANTEE

Unite Private Networks LLC
Attn: Legal Department
905 W. 92 Highway, Suite 203
Kearney, MO 64060

13.9 Calculation of time. Unless otherwise indicated, when the performance or doing of any act, duty, matter or payment is required hereunder and a period of time or duration for the completion thereof is prescribed and is fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period of duration/time.

13.10 Time and auditing of essence. The parties agree that the time requirements, auditing, and, maintenance of records requirement are of the essence in this Franchise.

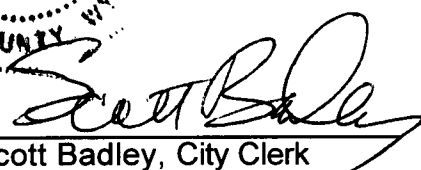
13.11 Captions and Drafting. The captions and headings of this Franchise are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of any provisions of this Franchise. The parties to this Franchise agree that such Franchise has been jointly drafted by the City and Grantee.

13.12 Severability. Subject to Section 2.4.1, if any section, paragraph, sentence, clause, word or phrase of this Ordinance is for any reason held to be illegal, unconstitutional, invalid or unenforceable by a court, agency or legislature of competent jurisdiction, said provision shall be consider separate, distinct, and independent part of this Franchise, and such decision shall not affect the validity of the remaining provisions of this Ordinance. Subject to Section 2.4.1, the City Council hereby declares that it would have passed this Ordinance and each section paragraph, sentence, clause, word or phrase thereof irrespective of any provision being declared unconstitutional or otherwise invalid.

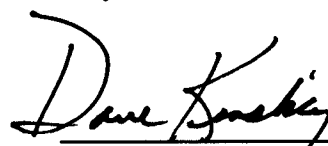
This ordinance shall be in full force and effect immediately upon its passage and publication as by law provided.

PASSED, APPROVED AND ADOPTED this 21st day of May, 2012.




Scott Badley, City Clerk

City of Sheridan


Dave Kinskey, Mayor

Pub: July 21, 2012

ADDENDUM A

AGREEMENT BETWEEN UNITE PRIVATE NETWORKS LLC AND CITY OF SHERIDAN, WYOMING

WHEREAS, Unite Private Networks LLC (hereinafter “UPN” or “Grantee”), a Delaware limited liability company, plans to construct a communications network in the City of Sheridan; and

WHEREAS, the City of Sheridan (hereinafter “City”) desires to take advantage of this construction and install fiber and other facilities which will enhance its communications capabilities; and

WHEREAS, UPN is willing to cooperate with the City to install such facilities.

NOW THEREFORE BOTH PARTIES AGREE AS FOLLOWS:

I. CITY OPTIONS

Sec. 1.1 Option. City may choose to have UPN install fiber for the City (the Ownership Option), or dedicate fiber to the City subject to an irrevocable right of use (the IRU). The IRU shall remain valid for so long as UPN, or any successor or assign of UPN or its facilities, continues to operate within the City of Sheridan.

Sec. 1.2 Exercise. If the City notifies UPN by June 22, 2012 that the City wishes to pursue the Ownership Option, the Ownership Option provisions shall apply; otherwise the IRU provisions shall apply.

II. OWNERSHIP OPTION

Sec. 2.1 The installation of the system. Upon the City’s request, the Grantee shall install additional conduit or innerduct, lashing, and fibers (“City Facilities”) for the City as part of the construction of the System it is being authorized to build pursuant to Ordinance No: 2125, along the route followed by its system.

a. Where feasible in underground areas, and consistent with sound engineering practices, City Facilities will be accessible by the City through the same handholds, vaults and other underground structures through which Grantee’s facilities are accessible; otherwise, Grantee shall install the same in accordance with sound engineering practices.

b. Where Grantees’ system is installed through a private easement, Grantee shall obtain such rights as may be necessary to permit the Grantee to install the City Facilities within the same easement. It is understood that Grantee is not intending to install

its facilities through private easements; this provision applies where Grantee does use private easements and does not override the City's obligations under Sec. 2.3 of the franchise (additional costs incurred to re-route system).

Sec. 2.2 Ownership. These City Facilities will be the property of the City upon acceptance and the City shall be solely responsible for the maintenance of the City Facilities except as otherwise provided herein; UPN shall have no interest in or rights with respect to those facilities. All warranties received by UPN shall be transferred to the City. UPN will assure that the facilities are properly marked so that City Facilities may be easily identified. The City Facilities include fiber and cable sheathing and any bridge attachments, conduit/innerduct installed for the City, brackets, insulators, fixtures, guy wires, anchors, splice boxes, fiber distribution centers and other hardware needed or used to fasten or support the City Facilities. In addition, the City is hereby granted such other rights as may be necessary to maintain its facilities in place, as installed by Grantee.

Sec. 2.3. Pricing. UPN will install the City Facilities at incremental cost plus 10%, which incremental cost shall be comprised of:

- (a) the actual cost of the fiber installed for the City;
- (b) the actual additional cost incurred by UPN for installation of the fiber for the City;
- (c) the actual cost of any conduit or innerduct installed for the City;
- (d) the actual additional cost incurred by UPN for the installation of the conduit for the City.

Sec. 2.4. Initial Estimate. By June 4, 2012, UPN will provide City a not-to-exceed estimate of the cost per foot for each of the items indicated in Section 2.3, along with a map showing where it intends to install facilities between the date of this Agreement and June 30, 2013. For purposes of the estimate, UPN should provide a price assuming the City desires six (6) fibers to be installed. It should provide a map showing estimated footage along each route where it intends to install its own facilities.

Sec. 2.5 City Designation. By June 22, 2012 the City shall designate where it wishes have conduit and fiber installed, and the amount of conduit and fiber the City wishes to have installed on its behalf along the routes designated by UPN. The City will also identify any facility to which the City wishes UPN to build fiber, and designate how much fiber should be brought to the facility, where it should terminate and how it should terminate. UPN shall promptly provide the City with a not-to-exceed estimate of each distinct segment of the installation, and shall proceed to perform the work requested by the City, unless the City notifies it to do otherwise within 7 days after the City has requested that UPN commence installation.

Sec. 2.6. City Payment; Acceptance. Upon completion of the construction for the City, UPN shall conduct tests on any fiber installed for the City to show that the fiber performs in accordance with manufacturer specifications, and will promptly perform

whatever work and additional testing is required until the fiber is in place which does perform in accordance with manufacturer specifications. The facilities will also be inspected for compliance with applicable codes and to ensure the facilities are on property the Grantee is entitled to use for installation of the facilities. Any non-compliant portions will be brought into compliance; any improperly located facilities will be properly located. Upon completion of any required testing, and inspection UPN shall submit an invoice to the City for work performed, along with supporting documentation for costs, and proof that the facilities perform in accordance with manufacturer specifications; the results of the physical inspection; and such documents as are necessary, and reasonably satisfactory to the City attorney to provide the City ownership of the facilities, free and clear of any encumbrances. Upon receipt of the invoice, the City will have sixty (60) days to determine whether to accept or, if the City determines that the facilities do not perform properly, or are not installed properly, or title is inadequate, to reject the facilities and require Grantee to correct any deficiencies and resubmit an invoice for acceptance or rejection. The City will be provided access to the facilities to inspect and to perform testing on the facilities, should the City desire to do so. If City accepts the facility, the City must pay any undisputed portion of invoice immediately, and if requested to do so by Grantee shall place the remainder in escrow.

Sec. 2.7. Change orders. City may change or cancel any order for installation of facilities, but may do so only if the City agrees, in the case of a change order, to pay additional costs caused by the change, or in the case of a cancellation, to reimburse Grantee for costs incurred through cancellation.

Sec. 2.8. Maintenance.

(a) Because City facilities will be in close proximity to Grantee facilities, each party agrees to take reasonable steps to apprise the other of activities that may affect the other's property. Grantee will provide City a list of any contractors or subcontractors the Grantee uses for maintenance of its system, and if the City can reasonably do so, the City will attempt to work with a contractor or subcontractor that also works on Grantee facilities. Similarly, where facilities are damaged or must be replaced, City and Grantee will work together to ensure that the facilities of both may be returned to working order promptly.

(b) In the event collocated facilities must be relocated or moved temporarily in order to accommodate work by any third party, or where movement is required by applicable law or Grantee's franchise, Grantee and City shall share the cost on a pro rata basis based on the number of fibers each controls within the facilities that must be moved, and on the same basis shall share any compensation received for movement of the facilities, except where prohibited by law.

Sec. 2.9 Future Extension of Grantee's System. City may require Grantee to install fiber and conduit/innerduct for the City's benefit whenever Grantee extends the system, on the same terms and conditions, and following the same procedures, as is set forth above. Grantee shall notify the in advance of any planned additions to its system, with sufficient time and information to permit the City to determine whether the City wishes to have any facilities installed on its behalf.

Sec. 2.10. Indemnity. Each party agrees to indemnify the other against all losses or costs incurred as a result of a third party claim against the other, where the claim rests on acts or omissions that are solely the responsibility of the indemnifying party.

Sec. 2.11. Remedies. . Neither party shall be liable to the other for consequential damages under this agreement. Otherwise, both parties shall have recourse to any remedy available at law or at equity, In the event Grantee fails to repair a facility, and City does so, City may require Grantee to reimburse it for all costs it incurs. Further, should the City purchase services from Grantee, this paragraph will not apply to the provision of those services and any contemplated remedies will be addressed in the subsequent service order related to those services.

III. IRU OPTION

Sec. 3.1 Limitation. The City cannot sell or lease any right under this Article III to third parties without the express permission of UPN, except as provided below.

Sec. 3.2. Utilization of fibers by the City. The Grantee agrees to provide and clearly identify six (6) independent dark single mode fiber strands (“City Fibers”) for the exclusive use of the City at all times during the term of this agreement or any extension or renewal thereof, without any installation cost to the City. The right granted is an irrevocable right of use. In the event that the City requests a deviation from the Grantee’s original proposed route design in order for the City to utilize the System, the City understands and acknowledges that additional engineering and construction costs to the Grantee due to deviations from the original route design contemplated and put forth by the Grantee will be reimbursed to the Grantee by the City. The Grantee will provide actual documentation of these costs for reimbursement purposes and the City agrees to pay these costs within sixty (60) days of receipt. Grantee understands that the cost of deviations from the route that may be required for other reasons, or through the permitting process will not be reimbursed. Grantee further agrees to plainly label and identify said six (6) fibers dedicated to the use of City and to inform City of the manner of identification. Provided that, where Grantee is only installing fewer than six (6) fibers for a customer, and only installs a bundle of six (6) fibers, only two (2) fibers need to be installed for the City. At the time the City of Sheridan determines to utilize the dedicated fiber and determines the type of service it will need, the City may re-open the terms specific to the response and penalties, and the Grantee will discuss those terms with the City. Re-opening shall not affect the City's right to use the fiber or cause a delay upon the Grantee in installing the fiber and other related facilities under the terms of this Agreement. The applicability of the response and penalty provisions within Section 3.4 of this Agreement shall remain in effect and binding upon both parties until such modifications to Section 3.4 are mutually agreed upon between the City and the Grantee.

Sec. 3.3. Timing. The fiber will be installed and tested to verify compliance with manufacturer’s specifications as Grantee installs fiber for its own purposes.

Sec. 3.4. Repairs and Maintenance of City Fibers. Grantee, at its own cost, shall maintain, and repair the City Fibers so as to assure continuing conformity of the City Fibers

with manufacturer's specifications. City may repair and maintain the City Fibers upon written permission of Grantee, or upon failure of Grantee to promptly maintain or repair the City Fibers on request of City. "Promptly" shall mean that the work will be commenced and pursued with due diligence in accordance with the time periods specified below. Maintenance includes, but is not limited to, replacement. For fiber that is not in use and for which use is not planned: repair must occur at the same time Grantee repairs its own facilities. Otherwise:

Priority Level	Issue Description
P1	Loss of service to City Fiber critical paths (as identified by City).
P2	Material reduction in network performance a Critical Path Site or loss or material reduction in performance at more than two City Sites.
P3	Reduction in network performance to any End Site that does not materially impact use of City Fiber by the affected End User

For P1 outages, repair work must commence within two (2) hours, and City must be updated as to status every two hours. For P2, repair work must commence within four hours, and the City must be updated every four hours. Work must proceed continuously until the problem is resolved. For P3, repair work must commence within two business days, and shall be performed during normal business hours. Time is from notice to Grantee, and is deemed provided for purposes of this Section if City calls Grantee to report the incident to an outage reporting number provided by Grantee. The call shall be confirmed by City by fax or email to Grantee identifying the time of the call. Where onsite work is required, "commence" means a crew with necessary equipment must be onsite within the times specified.

Sec. 3.5. Relocation. Grantee, at its own cost, shall relocate the City Fibers if required to remove or move them for any reason. Provided that, for fibers that the City is actually using, the City shall pay any unreimbursed costs incurred by Grantee in relocating the City fibers in addition to costs that Grantee incurs in relocating the Grantee's own fibers.

Sec. 3.6. Connections to Fiber. Within twenty (20) business days after City so requests, Grantee shall connect/splice the City Fibers to other portions of the City's network as may be required to enable the City Fibers to function and operate as optical fibers within the City network, provided that such access points do not materially interfere with any Grantee's facilities. Connection/splicing shall be performed for actual direct costs attributable to the City plus 10%. Grantee shall invoice City for all connection/splicing expenses. City shall pay within thirty (30) days of receiving such invoice.

Sec. 3.7. Assignment of City Fibers. City may sell, assign or lease "dark fiber" capacity on the City Fibers to other political subdivisions or other governmental entities affiliated with the City, or to non-profit entities performing services with the City. City shall

promptly notify Grantee of any such sales, assignments or leases. City may not sell, assign or lease same to other non-public third parties, or to any public schools or universities within Sheridan without the permission of the Grantee.

Sec 3.8. Lateral Builds for the City. In the event that the City desires laterals to be built to connect additional fibers to the backbone fibers contemplated in Section 3.2, Grantee agrees to handle all installation of these lateral fibers at actual costs plus 15%. If the City does not elect to have Grantee perform such construction, the City understands and acknowledges that the laterals may only be spliced into the existing backbone by the Grantee. The cost for any splicing shall be at actual cost plus 15%. City may also request, and Grantee will tie fibers into appropriate splice boxes at cost plus 15% that the City can access directly.

Sec. 3.9. Legal title of City Fibers. Legal title to the Grantee's facilities including the fiber optic communications system, including fiber and cable sheathing and any bridge attachments, conduits, brackets, insulators, fixtures, guy wires, anchors, splice boxes, fiber distribution centers and other hardware needed or used to fasten or support the cable shall be held by Grantee. Neither anything contained in this Agreement, nor any use, however extended, of the City Fibers, nor any placement of City's facilities on or in the private network, shall create or vest (or be construed as creating or vesting) in City any right, title or interest in or to any real or personal property owned by Grantee other than the rights contained in this Agreement for the City Fibers. Legal title to all property of the City shall remain with the City, and nothing herein shall be deemed to relinquish City's right, title, interest or control of such property, including public rights of way. Unless otherwise agreed by the parties, the demarcation point between Grantee facilities and City facilities shall be the splice point at which the City connects to the City Fiber.

Sec. 3.10. Purchase Option. City shall have the option to purchase the City Fiber, and all associated facilities and rights required to maintain the facilities in place, at depreciated book value in the event Grantee ceases providing service.

Sec. 3.11. Indemnity. Each party agrees to indemnify the other against all losses or costs incurred as a result of a third party claim against the other, where the claim rests on acts or omissions that are solely the responsibility of the indemnifying party.

Sec. 3.12. Remedies. Neither party shall be liable to the other for consequential damages under this agreement. Otherwise, both parties shall have recourse to any remedy available at law or at equity, In the event Grantee fails to repair a facility, and City does so, City may require Grantee to reimburse it for all costs it incurs. Further, should the City purchase services from Grantee, this paragraph will not apply to the provision of those services and any contemplated remedies will be addressed in the subsequent service order related to those services.

IV. GENERALLY APPLICABLE PROVISIONS

Sec. 4.1 Testing Procedures; Construction Procedures.

(a) This test procedure is designed to ensure that the fiber optic plant meets general industry standards, and is suitable to support connectivity to a range of potential fiber network fiber interface equipment. Testing shall be performed after construction is completed for any discrete run of fibers installed for the City, and at the time the any fiber is spliced to that fiber to complete a connection to an end use location. Each link shall be tested for continuity and to ensure that there are no unacceptable anomalies in the fiber optic cable. An optical time-domain reflectometer (OTDR) shall be used to measure and document splice and connector locations, and an optical power meter test set shall be used to determine end-to-end optical losses and fiber continuity. The parties will cooperate to modify the tests described below as appropriate in light of the final system configuration, as required to accurately test the fiber.

(b) The test shall be successfully completed and shall be reviewed by the City. The test shall be deemed successfully completed if: (1) maximum fiber losses do not exceed 0.5 dB/km at 1310 nm; (2) individual splice losses do not exceed 0.3 dB; and (3) maximum mated connector losses do not exceed 0.75 dB. These standards are based on the Telecommunications Industry Association (TIA) and the Electronic Industries Alliance (EIA) Optical Fiber Cabling Components Standard (EIA/TIA 568-B.3) for outside plant. Testing will be performed by Grantee's personnel or contractors, and may be observed by designated city representatives.

(c) An OTDR shall be used to measure and document splice losses and connector losses. To correctly identify abnormalities at a short range, a 100-meter or longer launch cable shall be used between the OTDR and the fiber under test. Bi-directional traces shall be acquired for each fiber. If the connection of the launch cable to the patch panel requires optimization by the operator, sampling acquisition will commence upon completion of the optimization. Each fiber will be identified, and the results of the test for each fiber will be recorded as indicated below in the section "Test Data File Names." The test will be repeated for each of the fibers linking a particular site. All tests will be made at 1310 nm and 1550 nm.

(d) OTDR Settings

Settings on the OTDR shall reflect the following:

1. The Refractive Index shall be set for the actual fiber utilized (commonly-used Corning SMF-28 single mode fiber has a refractive index of 1.4677 at 1310 nm);
2. Pulse width no greater than 100 ns (10m) for all fiber lengths;
3. Scattering coefficient specified by the fiber manufacturer for each wavelength tested;
4. A minimum of 10,000 sampling acquisitions (averages);
5. Maximum range set to no more than 10 km for all fiber length less than 10 km;
6. Maximum range set to no more than 25 km for fiber lengths greater than 10 km; and
7. Event threshold: 0.05 dB.

(e) Test Documentation.

Installed optical fiber OTDR test documentation shall include:

1. Total fiber length;
2. Individual fiber traces for complete fiber length;
3. CD/DVD records of all traces;
4. Losses of individual splices and connectors;
5. Losses of other anomalies;

6. Wavelength tested and measurement directions;
7. Manufacturer, model and serial number of the test equipment; and
8. Name, signature, and company of the engineer performing the tests.
9. All data collected during the tests shall be recorded at the time of the tests using electronic means.

(e) Optical Power Meter Test Procedure

When a connection is completed to an end use location, Optical power meter measurements shall be made at the same time as the OTDR tests to determine overall fiber loss and to ensure that fibers have appropriate end-to-end continuity (properly labeled). Power meter testing shall be performed at both 1310 nm and 1550 nm and shall report the loss of each fiber strand within the cable run.

(f) As part of the construction and subsequent physical inspection of the system, Grantee shall ensure that storage loops are placed appropriately in relationship to the location of City facilities.

Sec. 4.2 Injunctive Relief. The parties agree that the failure of the other to comply with the provisions hereof are not fully remediable by damages, and that without limiting the relief otherwise available at law and equity injunctive relief is appropriate to secure the following:

(a) For Grantee:

- to prevent City from improperly subleasing or assigning rights under Article III;
- to prevent the City from improperly maintaining or splicing into the City Fibers

(b) For City:

- where Grantee fails to provide the facilities required under Article II or III; or
- where Grantee refuses to provide access required to maintain, repair or replace the facilities provided under Article II, or where the City is permitted to maintain and repair facilities as provided in Art. III.

- to secure the purchase option.

Sec. 4.3 Notices.

(a) Grantee has provided City with emergency telephone numbers, attached hereto, that can be used at any time to reach a person authorized to receive notice under this agreement in the event of an outage.

(b) Within five (5) days of signing, each party will provide the other

- the name, address, and email of the person who will be primarily responsible for working with the other party on issues related to the installation of the facilities

contemplated by this agreement.

- - the name, address, and email of the person who will be primarily responsible for working with the other party on issues related to the ongoing operation and maintenance of the facilities contemplated by this agreement (for Art. III, that would include the person who should receive outage notices).

- the name, address, and email of the person where notices of breach may be sent.

Sec. 4.4 Governing Law. This addendum is governed by the law of Wyoming, and disputes regarding this agreement shall be heard in a state or federal court of appropriate jurisdiction in the state of Wyoming.

Sec. 4.5 Counterparts. This Agreement may be signed in counterpart and all counterparts together constitute one document.

AGREED:

On Behalf of the City of Sheridan, Wyoming:



DATED:

On Behalf of the Unite Private Networks LLC:



DATED: 07/31/2012

ATTACHMENT:
NUMBERS THAT CAN BE CALLED FOR REPORTING OUTAGES

Wyoming - UNITE PRIVATE NETWORKS, LLC.		
Twenty-four hours/seven days a week 1-866-963-4237		
Name	Email	Cell #
Beal, Allen	<u>allen.beal@upnllc.com</u>	719-225-0761
Simoneau, Jerome	<u>jerome.simoneau@upnllc.com</u>	816-365-9435
Shucard, Kevin	<u>kevin.shucard@upnllc.com</u>	303-895-1480
Treanor, Becky	<u>rebecca.treanor@upnllc.com</u>	719-225-5854
Aude, Walter	<u>walter.aude@upnllc.com</u>	402-314-6787
Swayne, Don	<u>don.swayne@upnllc.com</u>	303--901-2976
Capuano, Jim	<u>jim.capuano@upnllc.com</u>	816-500-9935
Reckrodt, Ron	<u>ron.reckrodt@upnllc.com</u>	816-260-2464
Anderson, Kevin	<u>kevin.anderson@upnllc.com</u>	816-260-1868

51064.00002\7471332.6



CITY OF SHERIDAN, WYOMING
55 Grinnell Plaza, Sheridan, Wyoming 82801
Ph (307) 674-6483

Utilities

MEMORANDUM

RE: Consideration of Resolution 40-24; Authorizing Assignment of UPN Franchise to Ziplly Fiber

From: Dan Roberts, Utilities Director

To: City Council

CC: City Administrator Stuart McRae

Date: 10/15/2024

Background:

The City of Sheridan (City) and Unite Private Networks (UPN) entered into a Franchise Agreement (Agreement) on May 21, 2012. This agreement has been in effect since with an initial term of ten (10) years, subject to renewal by the parties. On October 21, 2024 the City Council will consider Resolution 38-24 which will effectively authorize an extension of the UPN, LLC Franchise Agreement through May 21, 2027.

Discussion:

If Resolution 38-24 is approved by the City Council, then UPN, LLC requests the assignment of their Franchise to Northwest Fiber Management (DBA Ziplly Fiber) ("Ziplly") (UPN Request Attached). Ziplly intends to own and operate the Franchise in the exact same manner as UPN, LLC.

Prepared for the City Council's consideration is Resolution 40-24 effectively authorizing the assignment requested.

Staff Recommendation:

Staff recommends that the Mayor and City Council approve Resolution 40-24; Authorizing the assignment of the UPN, LLC Franchise Agreement to Northwest Fiber Management (DBA Ziplly Fiber) ("Ziplly")

Attachments

Resolution 40-24

UPN Transfer Consent Letter

**CITY OF SHERIDAN
RESOLUTION 40-24**

A RESOLUTION GRANTING THE TRANSFER OF THE UNITE PRIVATE NETWORKS, LLC (“UPN”) FRANCHISE TO NORTHWEST FIBER MANAGEMENT, LLC DBA ZIPLY FIBER (“ZIPLY”), ALLOWING ZIPLY TO OPERATE AND MAINTAIN A COMMUNICATIONS SYSTEM IN SHERIDAN, WYOMING (“CITY” OR “THE CITY”).

WHEREAS, under Wyoming Statute §15-1-103(a)(xxxiii), a city may grant franchises for such terms as the governing body deems proper to any utility company, provided no franchise may be entered into with any person in which that person is given an exclusive right for any purpose whatsoever;

WHEREAS, Communications Franchise Ordinance No. 2125 (the “Franchise”) granted a nonexclusive franchise to operate a communications system within the City;

WHEREAS, Resolution 38-24 authorized the Franchise to be renewed and extended for five (5) years making the Franchise valid until May 21, 2027;

WHEREAS, UPN desires to transfer and assign their rights and obligations under the Franchise to Zply; and

WHEREAS, the Article 8, Paragraph 8.1 of the Franchise requires the City’s written consent to allow UPN to transfer and assign their rights and obligations under the Franchise.

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

The City approves and consents to the transfer and assignment of UPN’s rights and obligations under the Franchise to Zply, binding Zply to the same terms and conditions as established in the Franchise while granting Zply the nonexclusive right to operate and maintain a communications system within the City.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2024.

City of Sheridan

Rich Bridger, Mayor

ATTEST:

Ashlee Foster, City Clerk



October 8, 2024

Dan Roberts
Utilities Director
City of Sheridan
55 E. Grinnell Plaza
Sheridan, WY 82801
droberts@sheridanwy.gov

Brad Thimmesch
City Attorney
Yonkee & Toner, LLP
319 W. Dow St.
Sheridan, WY 82801
bthimmesch@yonkeetoner.com

Re: Communications Franchise Agreement, dated May 21, 2012, by and between the City of Sheridan, Wyoming and Unite Private Networks, LLC (the “**Agreement**”)

To Whom It May Concern:

Please be aware Unite Private Networks, LLC (“UPN,” “we,” or “our”) has entered into an agreement to sell certain of its assets to Northwest Fiber, LLC dba Ziplly Fiber, which will then be contributed to Northwest Fiber Management, LLC (“**Assignee**”), effective on, and subject to, the closing (the “**Closing**”) of the transactions contemplated under that certain Asset Purchase Agreement, dated August 23, 2024, between UPN and Assignee, among other parties. Pursuant to the Agreement, Assignee is acquiring substantially all of the assets and customers of UPN in Sheridan, WY (the “**Transaction**”).

Following the Closing, Assignee will continue to provide the same services, subject to the same terms and conditions, that customers currently receive from UPN. Accordingly, UPN desires to assign its rights and delegate its obligations under the Agreement to Assignee, effective upon Closing. In accordance with Section 8.1 of the Agreement, we hereby request your consent to such assignment (the “**Assignment**”). Upon Closing, Assignee shall assume all of UPN’s rights and obligations under the Agreement that arise or accrue after Closing; UPN will remain responsible for obligations under the Agreement that arise or accrue on or prior to Closing.

Please sign this letter where indicated below to acknowledge your consent to the Assignment. Correspondence regarding the Transaction and this request may be directed to UPN and Assignee at the following addresses:

For UPN:

Charlene White
Vice President, Network Facilities
Unite Private Networks, LLC
120 West 12th Street
11th Floor
Kansas City, MO 64105
816.591.5095
charlene.white@upnfiber.com

For Assignee:

Byron Springer
General Counsel
Northwest Fiber Management, LLC
c/o Ziplly Fiber
135 Lake Street South, Suite 1000
Kirkland, WA 98033
425.250.8155 x107
byron@ziply.com

Following the Transaction, notices under the Agreement may be directed to Assignee at the same address. We appreciate your prompt consideration of this request, which will ensure the seamless transition of services.

Respectfully submitted,

Signed by:



78AF40EC4667481...

Charlene White
Vice President, Network Facilities
Unite Private Networks, LLC

Signed by:



38BF275171704AC...

Byron Springer
General Counsel
Northwest Fiber, LLC

The undersigned, as of the date set forth below, hereby consents to the Assignment and agrees to sign other documents, instruments, certificates, and agreements, and take other actions reasonably necessary to effect the Assignment:

City of Sheridan

By: _____

Name: Rich Bridger

Title: Mayor, City of Sheridan

Date: _____



CITY OF SHERIDAN, WYOMING
55 Grinnell Plaza, Sheridan, Wyoming 82801
Ph (307) 674-6483

Executive

MEMORANDUM

RE: Reappointment of Catherine Reichert to the Board of Adjustment for a 3-year term ending December 31, 2027.

From: Richard Bridger, Mayor

To: City Council

CC: Stuart J. McRae, City Administrator

Date: 10/21/2024

Staff Recommendation:

I would like to recommend Catherine Reichert's reappointment to the Board of Adjustment for a three-year term ending December 31, 2027.



CITY OF SHERIDAN, WYOMING

55 Grinnell Plaza, Sheridan, Wyoming 82801
Ph (307) 674-6483

Clerk

MEMORANDUM

RE: Minutes of Regular Council Meeting on October 7, 2024.
From: Candace Ainslie, Deputy Clerk
To: City Council
CC:
Date:

Attachments

Minutes

CITY OF SHERIDAN, WYOMING
MINUTES OF REGULAR COUNCIL MEETING

COUNCIL CHAMBERS5:30 P.M.October 7, 2024

- 1. Mayor Bridger called the meeting to order at 5:30 P.M.
- 2. Mayor Bridger led the Pledge of Allegiance to the Flag.
- 3. Invocation was given by Bev Leichtnam.
- 4. The meeting was called to order with a quorum as follows:

Mayor Rich Bridger	Present
Steven Brantz	Present
Andrew Patceg	Present
Greg Luhman	Present
Terry Weitzel	Present
Aaron Linden	Present

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

Mayor Rich Bridger	Aye
Steven Brantz	Aye
Andrew Patceg	Aye
Greg Luhman	Aye
Terry Weitzel	Aye
Aaron Linden	Aye

- 6. COMMUNITY UPDATE
 - A. Sheridan Community Land Trust - Brad Bauer, Executive Director
 - B. Sheridan County Justice Office - Dan Lindley, Administrator

7. COMMENTS FROM THE PUBLIC

No comments from the public.

8. PUBLIC HEARINGS

- A. Public Hearing for PL-24-27, Resolution 35-24, Final Plat of Poll Motor II Minor Subdivision. Mayor Bridger opened the public hearing at 5:55pm. City Planner Kelly Schroeder updated the Council. Mayor Bridger closed the Public Hearing at 5:59pm.
 - i. Consideration of PL-24-27, Resolution 35-24, Final Plat of Poll Motor II Minor Subdivision. Councilmember Weitzel moved, seconded by Councilmember Luhman to approve Consideration of PL-24-27, Resolution 35-24, Final Plat of Poll Motor II Minor Subdivision. Voice vote, unanimous.

Mayor Rich Bridger	Aye
Steven Brantz	Aye

Andrew Patceg	Aye
Greg Luhman	Aye
Terry Weitzel	Aye
Aaron Linden	Aye

- B. Public Hearing for New Restaurant Liquor License for Los Tacos, LLC located at 401 Coffeen Avenue. Mayor Bridger opened the Public Hearing at 5:59 pm. Interim City Clerk Candace Ainslie updated the Council. Mayor Bridger closed the Public Hearing at 6:00pm.
- ii.

Consideration of New Restaurant Liquor License for Los Tacos, LLC located at 401 Coffeen Avenue. Councilmember Luhman moved, seconded by Councilmember Weitzel to approve new Restaurant Liquor License for Los Tacos, LLC. Voice vote, unanimous.

Mayor Rich Bridger	Aye
Steven Brantz	Aye
Andrew Patceg	Aye
Greg Luhman	Aye
Terry Weitzel	Aye
Aaron Linden	Aye

9. CONSENT AGENDA

- A. Bid Award to Sheridan Motors, Inc. for the Purchase of Three (3) Dodge Durango Police Pursuit AWD Vehicles in the Amount of \$131,889.00
- B. Bid Award to CMI-Teco for the Purchase of One (1) Tandem Axle Dump Truck in the Amount of \$180,703.00
- C. Minutes of Regular Council Meeting September 16, 2024
- D. Claims

307 Print	\$ 297.00
Magnets for Trailers	\$ 108.00
Solid Waste Department Sign and Scale House Door P	\$ 189.00
A & M Service & Supp	\$ 141.00
Toner for Scale House Printer	\$ 141.00
Ace Hardware-Newkirk	\$ 116.01
Cable for Digital Pager	\$ 10.99
Clear Tape	\$ 51.96
Hose clamps	\$ 16.08
Weatherseal/Foam	\$ 36.98
Agosto LLC	\$ 54,057.60
Annual Google Workspace Fees	\$ 54,057.60
Aishly Garcia	\$ 65.65

Deposit Refund - 1945 Frackleton St # 202	\$ 65.65
AlphaGraphics of Wyo	\$ 1,156.34
Mail Fulfillment for Fall Pumpkin Festival Sponsor	\$ 1,017.41
Scam brochures	\$ 138.93
Amazon Capital Servi	\$ 4,675.40
credit	\$ (241.96)
Credit for invoice# 1ML4-MDXY-3GJK	\$ (189.04)
Credit for uniforms	\$ (182.50)
credit on furniture	\$ (37.99)
Heavy Duty Fixed TV Wall Mount for Smartboard	\$ 30.98
ITEM: AED Sign 3D Projecting Location Inside AED	\$ 108.66
ITEM: Amazon Basics HDMI-A to DVI (Male) Adapter	\$ 36.73
ITEM: BIC Xtra-Smooth Mechanical Pencils With Era	\$ 36.04
ITEM: Brother Printer LC2033PKS Multi Pack Ink Ca	\$ 74.21
ITEM: DRYCODE Neoprene Chest Waders for Men, Fish	\$ 92.99
ITEM: DTech 10ft Ultra Thin Flat Computer Monitor	\$ 69.50
ITEM: Fuller Brush 17027 Carpet & Floor S	\$ 107.98
ITEM: Hammermill Printer Paper, 20 Lb Copy Paper,	\$ 208.16
ITEM: JKSafety 9 Pockets Class 2 High Visibility	\$ 59.10
ITEM: KFY 80 gallon deck box,Resin material outdo	\$ 79.99
ITEM: OSHA Notice Sign - Closed For Winter Rigi	\$ 37.33
ITEM: Portable Stainless Steel Handwashing Hand H	\$ 1,748.00
ITEM: Post-it Sweet Sprinkles Collection 24 Pads	\$ 129.51
ITEM: Premier Portable Handwashing Station with H	\$ 1,597.99
ITEM: Tiger Tail Sewer Hose Guide - 3" Dia. x 36"	\$ 356.40
ITEM: Valterra T58 Twist-On Waste Valve, Mess-Fre	\$ 60.23
Mini PC	\$ 378.99
Paper Plates and AA batteries	\$ 87.16
reMarkable Cover	\$ 26.94
American Maid	\$ 13,788.25
Cleaning Service	\$ 1,350.00
Monthly Cleaning Service	\$ 1,125.00
Monthly Cleaning Service for Scale House	\$ 281.25
Restroom cleaning service for Parks Department	\$ 4,432.50
September City Hall Cleaning	\$ 3,412.00
September Public Restrooms Cleaning	\$ 2,175.00

UM office cleaning	\$ 1,012.50
Angel Armor LLC	\$ 1,387.01
Bulletproof vest	\$ 1,387.01
Ardurra Group Inc.	\$ 5,873.75
GIS Services 8/1/24 - 8/31/24	\$ 5,873.75
Ariel Aikman	\$ 82.07
Deposit Refund-806 Emerson St	\$ 82.07
AT&T Mobility	\$ 2,253.12
Cell Phone	\$ 1,652.52
FirstNet 911	\$ 120.12
MDC Aircards	\$ 480.48
ATCO Manufacturing	\$ 138.15
Streets - Window cleaner	\$ 138.15
Automationdirectcom	\$ 599.00
C-more CM5 series headless HMI for SCADA	\$ 599.00
AVI Systems	\$ 800.00
Cablecast Assurance for 1 yr per channel (x2)	\$ 800.00
Axe Build	\$ 125,702.10
Blacktooth Park Ph 4 - Const. 8/16/24 - 9/15/24	\$ 125,702.10
Ayres Associates Inc	\$ 2,098.15
DDD Zoning Prof. Svcs. thru 9/14/2024	\$ 1,895.15
M1 Zone Analysis Prof. Svcs. thru 9/14/2024	\$ 203.00
BALCO Uniform Co	\$ 562.62
Balco Uniform Co - Sales Order No 80552	\$ 562.62
Bear's Paw Embroider	\$ 55.00
Embroidery for Brian C., Richard D. and Joy F.	\$ 45.00
Sweatshirt Embroidery for Sean W.	\$ 10.00
Bighorn Films LLC	\$ 3,159.38
Final payment recruitment video	\$ 3,159.38
Bighorn Security LLC	\$ 125.00
Moved Safe	\$ 125.00
Bomber Mountain	\$ 67.50
Bent Metal for Dumpster Repair	\$ 67.50
Brian Edwards	\$ 205.50
BE Riembursement perdiem for Rocky Mountain Water	\$ 205.50
Brian's Boot & Shoe	\$ 539.85

Boots- Calen Bell	\$ 179.95
Safety Boots-Gideon B.	\$ 184.45
Shop - Erik K Boots	\$ 175.45
Burns & Mc Donnell	\$ 4,220.60
LRCM - Prof. Svcs. August 2024	\$ 4,220.60
C & K Equipment	\$ 1,748.63
Lawn Mower Blades	\$ 146.49
PK44 - Replaced tire rods, set toe, test drove	\$ 1,602.14
Caolan Whitney	\$ 105.88
Replacement check for water deposit and overpaymen	\$ 105.88
Carahsoft Technology	\$ 5,562.00
FlowGems (Bentley) Annual Fees	\$ 5,562.00
Carol Crowell	\$ 71.96
July-Sept 24 Gas reimbursement.	\$ 71.96
Carolina Software	\$ 1,288.76
10 Boxes of Scale Tickets	\$ 1,288.76
Carquest Auto Parts	\$ 858.63
Battery for Fuel Tank	\$ 250.95
credit	\$ (86.44)
Credit on starter solenoid	\$ (79.87)
Replaced LED bulbs for Engine 1 and Engine 2 AFrie	\$ 57.72
Starter Solenoid	\$ 110.08
Tools for parks grounds maintenance	\$ 17.54
Various dept fleet supplies/parts	\$ 588.65
Caterpillar Financia	\$ 19,734.11
Hydraulic excavator payment #9	\$ 19,734.11
CDG Engineers Inc	\$ 99,535.13
S. Downtown - Prof. Svcs. 8/1/24 - 8/31/24	\$ 97,845.13
W. 5th St. Bridge - Prof Svcs 8/1/24 - 8/31/24	\$ 1,690.00
CED- Consolidated EI	\$ 448.63
LED Bulbs	\$ 120.52
Southeast repair - coding tape, jobsite marker	\$ 8.18
Southeast repair - torpedo level, pulling lube	\$ 31.21
Southeast repair - Wire	\$ 288.72
CenturyLink Communic	\$ 5,546.38
Phone charges for cemetery	\$ 69.96

Sept 2024 Telephone bills	\$ 1,424.76
Telephone Bill	\$ 4,051.66
CHAPS	\$ 5,000.00
FY25 GPET CHAPS 20K Quarterly	\$ 5,000.00
Chemtrade Chemicals	\$ 8,270.54
Alum Sulfate (21.399 Ton)	\$ 8,270.54
Child Development Ce	\$ 2,625.00
FY25 GPET \$10,500 Qu payment	\$ 2,625.00
CMI-Teco	\$ 930.01
Credit on separator	\$ (1,148.67)
RC332 - Core deposit	\$ 761.67
Shop - Separator, hose clamp	\$ 1,148.67
WC701 - Glass	\$ 168.34
Collection Professio	\$ 407.49
CPI Customer Collections	\$ 407.49
Column Software	\$ 1,041.91
9/3 Meeting Minutes Display Ad	\$ 334.04
Display Ad Notice September 2024	\$ 272.44
General Legal Notice September 2024	\$ 78.32
LPO 41329 - PC Notice Poll Motors	\$ 49.53
LPO 41330 - CC Notice Poll Motors	\$ 49.53
LPO 41332 - PM for Transportation Plan	\$ 177.39
LPO 41333 - Ad for PC Ord 2287 & 2288	\$ 41.70
LPO 41334 - Ad for CC Ord 2287 & 2288	\$ 38.96
Communication Electr	\$ 156.00
CH - UL fire monitoring 10/1/24 - 12/31/24	\$ 156.00
Communication Techno	\$ 1,032.60
Reprogrammed six (6) radios per customer request-i	\$ 870.00
Streets - Batteries	\$ 162.60
Compass - Center for	\$ 7,500.00
FY25GPET 7500 Qu pymt	\$ 7,500.00
Croell Redi-Mix Inc	\$ 954.00
Concrete for Arboretum arch	\$ 515.00
Streets - Concrete	\$ 439.00
D B Smart Homes	\$ 3,075.00
Blacktooth playground security cameras	\$ 3,075.00

Dana Kepner Company	\$ 17,110.15
3/4inch iperl meters	\$ 16,296.80
Bronze meter flange, rubber gaskets	\$ 585.12
flange adapter for DI and c-900	\$ 228.23
David Wills	\$ 562.31
Sanitation Refund - 1809 Edwards Dr	\$ 562.31
Debbie Davis	\$ 200.00
Wellness Program Reimbursement	\$ 200.00
Dick Anderson Constr	\$ 157,650.30
Kendrick Pool Const. - Pay App #3	\$ 157,650.30
Dowl	\$ 10,523.80
NE Transmission Main - Prof. Svcs. 8/18/24 - 9/21/	\$ 6,611.80
Terra Turner - Prof. Svcs. 8/18/24 - 9/21/24	\$ 1,215.00
WWTP Upgrades - Prof. Svcs. 8/18/24 - 9/21/24	\$ 2,697.00
Downtown Sheridan As	\$ 10,000.00
FY25GPET 10,000 Qu pymt	\$ 10,000.00
Drew Homola	\$ 80.49
Deposit Refund-1239 Emerson St	\$ 80.49
Elizabeth Leahy	\$ 215.32
Reimbursement for Travel Expense	\$ 215.32
Elizabeth Millar	\$ 88.92
Deposit Refund - 1218 S Sheridan Ave.	\$ 88.92
Emergency Services	\$ 15,000.00
SFR Master Plan	\$ 15,000.00
Employ LLC	\$ 19,779.83
Temporary Labor	\$ 19,779.83
Energy Laboratories	\$ 522.00
WY5600052- TOC sample analysis invoice	\$ 261.00
WY5600052: TOC sample analysis invoice	\$ 261.00
Energy Management	\$ 3,500.00
Annual Preventative Maintenance on Emergency Gener	\$ 3,500.00
Fastenal Company	\$ 75.36
ST323 - Nylock, Flng Lk, SAE-Thru-Hard	\$ 29.26
Streets - Vending machine supplies	\$ 46.10
Ferguson Waterworks	\$ 6,914.00
Saddles, ball corps, double straping saddles	\$ 6,914.00

First Federal Saving	\$ 32,642.83
AFried Credit Card Charges for August 2024	\$ 502.05
Attendance Express & SAM.GOV	\$ 672.22
August 2024 / AED Battery and PadsMoving Container	\$ 7,993.99
CBrutlag-Credit Card Charges for August 2024	\$ 2,424.21
CC Van Hoosier Aug24	\$ 3,519.58
Clerk Credit Card Statement August 2024	\$ 570.00
Conf Rm Camera, Smartboard, Exec Asst ICMA Conf Re	\$ 4,204.45
CREDIT CARD - NFPA 1910 Manual	\$ 317.05
Credit card charges	\$ 1,988.79
Credit on Glen Manry August 2024 statement	\$ (5.94)
Czaplinski - August 2024 cc charges	\$ 2,354.09
DBomar Credit Card Charges for August 2024	\$ 737.52
Garcia-Aug 24 CC - Ramada Contract	\$ 753.34
GJohnston Credit Card Charges for August 2024	\$ 237.05
GNeeson Credit Card Charges for August 2024	\$ 480.99
Human Resources	\$ 733.30
IT Software Expenses, Ram	\$ 260.05
Keystone Conference and lodging	\$ 1,986.78
KoltiskaAug 2024	\$ 297.78
Larson, Paul / August 2024	\$ 223.95
Martineau 08.27.24 Credit	\$ (9.60)
Mercer CC 08/2024 - internet for Marion House	\$ 56.99
Parks grounds maintenance shop supplies	\$ 14.15
Standard methods book- Keystone resort stay for RM	\$ 1,283.80
Telecom for Weed and Pest, Parks grounds mainten	\$ 650.62
Walmart: Wireless home base station for 911 Dialer	\$ 129.76
WEF Cybersecurity Reference Book	\$ 82.49
Working lunches with City Councilors and Community	\$ 183.37
Floyd's Truck Center	\$ 2,853.47
WC314 - Air spring	\$ 390.30
WC37 - Steering gear, gear core	\$ 2,463.17
Galls LLC	\$ 74.76
SH015 MDNV MD REG Mens PDU Rapid Shirt	\$ 74.76
Grainger Inc	\$ 4,475.30
credit on hydraulic work	\$ (547.35)

Hydronic Heater	\$ 4,211.38
Sand Blasting Media	\$ 58.96
Shop - Flush valve	\$ 641.88
Shop - Magnetic tool holder	\$ 110.43
Granite Peak Pump Se	\$ 6,450.00
VFD for KGC	\$ 6,450.00
Habitat for Humanity	\$ 7,500.00
FY25GPET \$7,500 Qu pymt	\$ 7,500.00
Hach Company	\$ 10,231.00
Annual Service Agreement	\$ 10,231.00
Hawkins Inc	\$ 7,403.05
Filter Aid- 1800 lbs	\$ 1,809.00
Sodium Hypo (660.05 GA) and Soda Ash (2700. LB)	\$ 5,594.05
Haylee Uecker	\$ 17.74
Deposit Refund - 20 S Water St #101	\$ 17.74
Heather Doke	\$ 958.50
Workplace Law Forum Registration	\$ 715.50
WY SHRM Reimbursement	\$ 243.00
Home Depot Credit Se	\$ 1,949.38
Dewalt Trimmer	\$ 329.00
Fuses, hot shot foggers	\$ 94.90
Shop - Battery/battery charger	\$ 1,074.00
Streets - Concrete supplies	\$ 157.26
Supplies for arch install	\$ 137.08
Wasp-Hornet Spray 2pk; 2-Ortho Home Defense; Mop R	\$ 121.20
Wrench (2)	\$ 35.94
Hot Iron Inc	\$ 60,555.70
Terra Turner Const. - Pay App #7 thru 8/2/24	\$ 60,555.70
HUB International Li	\$ 300.00
WY Fuel Tax Bond Renewal, Policy #100236775	\$ 300.00
Huntington National	\$ 1,031.21
Toro Turf Package	\$ 1,031.21
ImageTrend, LLC	\$ 4,175.00
ImageTrend-CAD Distribution-Modules Setup and Impl	\$ 4,175.00
Imperial Powder Coat	\$ 3,789.50
Powder Coated and Repaired (3) 6CY Sanitation Dump	\$ 3,630.50

Powder coating and repair for pathway light	\$ 159.00
Imperial Pump Soluti	\$ 1,650.00
Booster station install - Southeast	\$ 1,650.00
InfoSend Inc	\$ 10,979.61
end of June, first of July bill process/print/mai	\$ 4,271.09
email/service fee July 2024	\$ 189.20
process/print/mail - July 2024	\$ 5,419.32
SDN-Tyler Tech Software Conversion	\$ 1,050.00
service fee - Aug 2024	\$ 50.00
InstaCare Center	\$ 35.00
Occupational Testing	\$ 35.00
Interstate Engineeri	\$ 39,949.63
GIS & Planning Svcs. 6/2/24 - 6/29/24	\$ 2,417.50
Kendrick Park Pool - CA thru 9/7/2024	\$ 37,532.13
Interstate Power Sys	\$ 488.93
UM301 - Drive gear repair	\$ 488.93
James Riesen	\$ 45.00
CDL renewal	\$ 45.00
JB Storage Container	\$ 15,075.00
LRCM misc. - 40' container rental 10/1 - 10/31/24	\$ 195.00
SWTP Flooring - 40' container	\$ 14,880.00
Jerrod Trangmoe	\$ 236.50
J. Trangmoe Per-Diem RMWC Keystone CO	\$ 236.50
Jessica Benedict	\$ 52.41
Deposit Refund-507 N Sheridan Ave #204	\$ 52.41
Jigsaw	\$ 6.00
PLN - color scan rezone map	\$ 6.00
John Deere Financial	\$ 3,120.23
(4) Pair of Pants for Tom W.	\$ 174.96
(5) Pair of Pants for Kelvin F.	\$ 222.95
(5) Pair of Pants for Richard D.	\$ 289.75
(5) Pair of Pants for Sean W.	\$ 189.95
Diesel nozzle for Parks grounds maintenance fuel t	\$ 99.99
Filter cover, elbow and repair for Community Fores	\$ 264.20
Jean Return	\$ (297.94)
LF263 - Vent cap	\$ 42.99

Pants - Carter Ehliis	\$ 398.92
Pants - James Riesen	\$ 154.97
Pants - Tyler Gay	\$ 149.97
Ratchet tie downs and binder	\$ 270.95
SN458 - Mount plate	\$ 727.37
Temp. Uniforms for Sean W.	\$ 111.97
Twine for Community Forestry	\$ 49.28
Uniforms/ Clothing	\$ 99.96
Wader for Weed and Pest technician	\$ 169.99
Johnstone Supply	\$ 160.40
Charging Hose Set for Freon Capture Machine	\$ 160.40
Jon Snoozy	\$ 96.32
Duty holster reimbursement	\$ 96.32
Jordan Ring	\$ 61.92
Deposit Refund - 1347 Ridgeway Ave	\$ 61.92
Katherine Stahl	\$ 71.28
Deposit Refund-1007 N Main St	\$ 71.28
Kay McKim	\$ 2,687.44
Sanitation Refund - 366 W Brundage St	\$ 2,687.44
KCR Enterprises LLC	\$ 312.31
Shop - Cooling system adapter	\$ 56.65
Shop - Nuts	\$ 19.80
Shop - Plier	\$ 235.86
Kilpatrick Creations	\$ 155.75
soprt tek 1/4 zips, terry jacket	\$ 155.75
Knecht Home Center	\$ 12.60
Silica sand- sand blasting media	\$ 12.60
Kois Brothers Equipm	\$ 434.78
WC713 - Tube	\$ 233.76
WC718 - Tubes	\$ 201.02
L J Wright Ironworks	\$ 765.00
Cut letters for Blacktooth Park	\$ 765.00
Landon's Greenhouse	\$ 294.94
Austrian pine and Hyland pine for Community Forest	\$ 294.94
Lawson Products Inc	\$ 150.46
FD22 - Hex cap screw	\$ 56.20

Shop - Connct brass union	\$ 73.66
Shop - Torq screw	\$ 20.60
Legacy Irrigation	\$ 907.45
Sonatube for arch	\$ 865.20
Wedge anchor	\$ 42.25
Leininger Law	\$ 5,719.48
Zach Leininger Prosecution September 2024	\$ 5,719.48
LJS Concrete & Excav	\$ 236,490.01
N. Heights Ph III - Const. Pay App #5	\$ 175,196.01
Security Gates - Pay App #2	\$ 61,294.00
LN Curtis & Sons	\$ 6,143.56
Annual Servicing of Eagle Breathing Air Compressor	\$ 1,752.00
LNCurtis-Turnout cleaner-PPE Hoods-Helmets-Etc.	\$ 4,391.56
Lomco	\$ 1,251.41
Streets -Freight bill for PG B58/28	\$ 1,251.41
Lori & Johnnie Skrla	\$ 90.00
Deposit Refund-605 Aspen Trl	\$ 90.00
Lube Refiners LLC	\$ 162.12
PD119 - Standard service	\$ 81.06
PD222 - Standard Service	\$ 81.06
Luke A Goddard	\$ 500.00
Medical Doctor Coverage for October 2024	\$ 500.00
Mac's Moving & Stora	\$ 362.50
moving CS furniture out, to landfill	\$ 362.50
Matthew Bertoch	\$ 13.60
Deposit Refund - 1657 Holloway Ave	\$ 13.60
MC2 Engineering	\$ 42,176.25
2024 Pavement Maint - CA 7/1/24 - 8/31/24	\$ 5,350.00
Blacktooth Park Ph 4 - CA 7/1/24 - 8/31/24	\$ 13,197.50
N. Heights Ph III - CA 7/1/24 - 8/31/24	\$ 23,428.75
SWTP Floor - CA 7/1/24 - 8/31/24	\$ 200.00
McMaster-Carr Supply	\$ 133.21
15 Gallon Drum	\$ 95.47
High-Pressure Steel Tee Outlet- Plumbing supplies	\$ 37.74
Michelle Fritz	\$ 50.00
Liquor Late Fee Refund	\$ 50.00

Midland Implement Co	\$ 3,709.36
GCL005 - Oil, Filter, Tire repair, Misc service	\$ 3,709.36
Mike's Electric Inc	\$ 6,724.39
LRCM misc. - electrical work	\$ 1,139.54
LRCM misc. - temp power, disc air comp & inst brea	\$ 5,584.85
Montana Dakota Utili	\$ 35,492.33
08.16-09.19.24 Utility bills	\$ 15,446.38
Electric bills	\$ 19,271.73
Utility bills	\$ 774.22
Morrison-Maierle Inc	\$ 8,528.25
East Downtown - Prof. Svcs. 8/3/24 - 8/30/24	\$ 8,528.25
Morton Salt Inc	\$ 5,986.09
Bulk Solar White Crystal Salt (49k LB)	\$ 5,986.09
Mueller Systems	\$ 6,000.00
software re-integration	\$ 6,000.00
Mullinax Concrete Se	\$ 7,981.32
Aggregate for cemetery	\$ 1,338.64
Pea gravel	\$ 2,989.10
Sand for arch	\$ 73.72
Streets - Sand	\$ 2,099.88
Streets - Sand/gravel	\$ 1,479.98
NAMI Wyoming	\$ 1,250.00
FY25GPET \$1,250 Qu pymt	\$ 1,250.00
Napa Auto Parts	\$ 4,100.85
35 bags of floor dry for station KJ 9-9-2024	\$ 419.65
Fuses	\$ 2.42
Hydraulic Oil Filter	\$ 16.18
Manifest boxes	\$ 16.19
Refund Core Deposit Org Inv 788548	\$ (81.00)
Refund Core Deposit Org Inv 789734	\$ (54.00)
Shop - Adapter, 11pc Com Wrn	\$ 1,365.64
Shop - Brake parts cleaner, electric tape	\$ 178.68
tight seal document holders for trailers	\$ 32.38
Various dept fleet supplies/parts	\$ 2,204.71
National Testing Net	\$ 325.00
August peace officer testing	\$ 325.00

Nolan Leibee	\$ 472.00
Meals Per Diem for NLeibee while attending Wyoming	\$ 206.50
Meals Per Diem while attending WFA-Cheyenne, WY Se	\$ 265.50
Norco Inc	\$ 2,185.96
(5) Boxes of Large Disposable Gloves and (2) Rolls	\$ 90.71
CH supplies - trash bags & TP	\$ 286.71
Jacket for Joy F., Richard D. and Cling Wrap for R	\$ 242.39
Janitorial supplies for KGC	\$ 116.55
Lens cleaning towels, paper towels	\$ 82.21
Propane for Recycling Forklift RC448 09/20/24	\$ 164.20
safety glasses	\$ 261.78
Saftey glasses, hard hats, nitrile gloves	\$ 340.17
Shop - Misc first aid supplies, misc supplies	\$ 270.12
Shop - Wire, plug, shoe handle brush, brush	\$ 122.97
TP and Safety Vests	\$ 208.15
Office Shop	\$ 1,026.25
Contract 3543-01 - contract chg. 8/15/24 - 9/14/24	\$ 136.11
Contract 3544-01 - contract chg. 8/15/24 - 9/14/24	\$ 181.49
Contract 3545-01 - contract chg. 8/15/24 - 9/14/24	\$ 54.24
Contract 3546-01 - contract chg. 8/15/24 - 9/14/24	\$ 194.11
Copier Leases	\$ 191.93
Monthly Copier Lease	\$ 107.16
Monthly Copy Charges	\$ 77.68
UM copier charges	\$ 24.27
UM copier lease	\$ 59.26
One-Call of Wyoming	\$ 591.00
(788) One-Call Tickets for Aug 24 CDC	\$ 591.00
Pace Analytical Serv	\$ 2,063.00
Monthly Oil & Grease Lab Fees	\$ 121.80
WY5600052- Bac-T sample analysis invoice	\$ 870.60
WY5600052: Resample sites for Bac-T	\$ 303.70
WY5600052-Bac-T sample analysis invoice	\$ 666.90
WY5601537-Bac-T sample analysis invoice	\$ 100.00
Pavement Markings	\$ 650.00
Striping of Grinnell Plaza	\$ 650.00
Peak Pest Solutions	\$ 335.00

Monthly Pest service	\$ 335.00
Peterbilt of Wyoming	\$ 65.08
credit on core	\$ (417.50)
WC314 - Air spring	\$ 482.58
Phorge, Inc.	\$ 1,250.00
FY25GPET \$1,250 Qu pymt	\$ 1,250.00
Pit Crew 2 You	\$ 524.50
ST337 - Tires, tire installation	\$ 524.50
Polydyne Inc	\$ 3,150.00
Polymer- Clariflock C-6266- 4 450 LB Drums	\$ 3,150.00
Powder River Heating	\$ 511.28
Office AC Repair	\$ 231.28
Winter Maintenance on Scale House Heater	\$ 280.00
Powder River Power C	\$ 390.41
Clamp socket	\$ 37.42
FD2 - Bolt, Lock nut	\$ 4.64
Shop - Cable tie, Rags	\$ 70.74
ST323 - Ratchet strap	\$ 59.44
V Belt	\$ 27.10
V-Belt and Rust Inhibitor	\$ 78.08
WC7002 - Hose fittings, hydraulic hose	\$ 53.95
WC713 - Hose fittings, hose assembly	\$ 37.02
WC78 - Hose fittings, hydraulic hose	\$ 22.02
ProPet Distributors	\$ 4,304.50
Dog station supplies	\$ 4,304.50
Repmasters	\$ 26,156.40
3/4inch RDM meters	\$ 26,156.40
Rhonda M Gould	\$ 95.00
Seamstress	\$ 95.00
Robert Scott	\$ 81.87
Deposit Refund-525 Avon St	\$ 81.87
Sabrina Rocha-Aguila	\$ 56.84
Deposit Refund - 603 Aspen Trl	\$ 56.84
Sandra Markley	\$ 516.56
Sanitation Refund-204 S Custer St	\$ 516.56
Sarah & David Harper	\$ 738.61

Sanitation Refund - 1522 Hillcrest Dr	\$ 738.61
SavATree, LLC	\$ 657.00
Kendrick Pool misc - tree treatment	\$ 657.00
Scott Passini	\$ 472.00
Meals Per Diem WFA Cheyenne, WY September 8-12, 20	\$ 265.50
Meals per diem WFA Cheyenne, WY SPassini September	\$ 206.50
Second Chance Sherid	\$ 10,000.00
FY25GPET 40K Qrtly Pymnts	\$ 10,000.00
Security State Bank	\$ 3,187.14
Terra Turner - Pay App #7 Retainage	\$ 3,187.14
Senior Citizens Coun	\$ 20,000.00
FY25GPET \$20,000 Qu pymt	\$ 20,000.00
Servall Uniform & Li	\$ 1,630.41
Bi Weekly Rug Cleaning for SWR	\$ 308.62
CH - rug cleaning	\$ 172.76
Clean rugs for SFR 9-12-2024	\$ 36.96
Clean Rugs for SFR 9-26-2024	\$ 36.96
Monthly Rug Cleaning Charges	\$ 219.83
Rug Cleaning	\$ 410.58
Streets - Uniform/rug cleaning	\$ 226.18
UM rug cleaning	\$ 218.52
Shane Miller	\$ 20.86
Deposit Refund - 577 Turner Ln #F	\$ 20.86
Shauna Loman	\$ 43.65
Deposit Refund - 1379 Ridgeway Ave.	\$ 43.65
Shaye Livingston	\$ 78.76
Deposit Refund - 1657 North Heights Way	\$ 78.76
Sheridan Commercial	\$ 2,220.86
Batteries	\$ 21.97
Batteries, towel, timer switch	\$ 146.82
Cable Ties	\$ 4.83
Clamps	\$ 26.73
Clear Tape	\$ 43.13
Dura 24pk Pro Batteries and Ener4pk 3V Lith Batter	\$ 39.44
Extreme fasteners	\$ 16.62
Fasteners and Anchors	\$ 4.78

Fasteners and anchors for station MGalloway 9-10-2	\$ 1.39
Fastners and Anchors for Dumpster Repairs	\$ 34.63
FD2 - Fasteners \$ Anchors	\$ 12.96
Foam Sealant, Bungy Cord, Baggies and Batteries	\$ 58.60
Gas can	\$ 33.97
Grease Barrel	\$ 80.66
Hose nozzles for tank/basin washing	\$ 39.55
Keys for Temporary Scale House	\$ 27.40
Kitchen trash bags, trash bags	\$ 62.83
Lag Bolts -100pack	\$ 23.39
Marking Paint/Brushes/Roller	\$ 104.11
Office Supplies	\$ 193.68
Paint and Screws for Dumpster Repairs	\$ 255.86
Paint and Screws for Recycling	\$ 53.02
Paint for Recycling Bin Repair	\$ 163.51
Paint for Sanitation Bins	\$ 27.25
pens, paper towels, tissues & volt tester	\$ 92.52
Plumbing Supplies	\$ 71.49
Rake and Manure Fork for Green Waste	\$ 58.44
Removeable Hooks	\$ 11.25
Replace US Flag 5x8 for station AFried 9-10-2024	\$ 78.97
Rope for Solid Waste	\$ 35.07
Screws for Solid Waste Bin Repair	\$ 12.14
Screws for Solid Waste Sign	\$ 3.30
Shop - Battery	\$ 21.97
Shop - Midget fuse	\$ 25.97
Shop - Poly MID Adapter, Armor connector	\$ 12.91
Shop - Shipping charges	\$ 36.69
Spray Can Holder	\$ 6.28
Streets - Lock Key Blank	\$ 2.74
Streets - Coupling, pipe	\$ 49.16
Streets - Hook, stops, latch	\$ 26.73
Streets - Paint	\$ 30.59
Streets - Washers	\$ 2.67
Tab Color Dividers	\$ 134.89
Tape	\$ 29.95

Sheridan Community L	\$ 7,500.00
FY25GPET \$7,500 Qu pymt	\$ 7,500.00
Sheridan County	\$ 11,153.01
Cost Share for Goose Creek Flood Notification Syst	\$ 11,153.01
Sheridan County Cham	\$ 12,675.00
FY25GPET \$12,500 Qu pymt	\$ 12,500.00
Monthly Luncheon: Brantz, Weitzel, Luhman, Linden,	\$ 175.00
Sheridan County Cons	\$ 3,750.00
FY25 GPET 15K with \$3750 Qrtly pymts	\$ 3,750.00
Sheridan County Hist	\$ 5,000.00
FY25GPET \$5,000 Qu pymt	\$ 5,000.00
Sheridan Econ-O-Wash	\$ 226.00
Laundry Services	\$ 84.00
Shop - Laundry services	\$ 142.00
Sheridan Motor Inc	\$ 74.46
SW266 - Wiring	\$ 74.46
Sheridan Newspapers	\$ 4,466.00
Classified Ad	\$ 4,334.00
Labor Day Ads 08/24 and 08/28	\$ 132.00
Sheridan Recreation	\$ 55,800.00
Rec Center Support FY25	\$ 55,800.00
Simon Contractors	\$ 451,935.28
2024 Pavement Maint - Const. 8/12/24 - 9/17/24	\$ 448,359.15
Streets - Gravel	\$ 3,576.13
Six Robblee's Inc	\$ 212.03
Shop - Universal patch, white paintstick, ply radi	\$ 212.03
Sonia Willett	\$ 60.00
Replacement check for Deposit Refund	\$ 60.00
Source Office & Tech	\$ 20,023.42
CS office furniture	\$ 20,023.42
Spark Innovations LL	\$ 3,972.00
FD525 - troubleshoot generator	\$ 378.00
Shop - demo for old lift & run power for new lift	\$ 1,070.00
Shop - disconnect power for fuel system	\$ 153.00
Shop - electrical work for welder receptacles	\$ 1,595.00
Shop - key switch for vehicle lift	\$ 153.00

Shop - wired in switch control circuit for lift	\$ 623.00
Spencer Reid	\$ 1,000.00
Structural Leather Helmet for SReid-reimbursing on	\$ 1,000.00
Star Playgrounds	\$ 1,036,384.00
Blacktooth Park - All-Inclusive Playground	\$ 1,036,384.00
State of Wyoming	\$ 145,336.31
E. 5th St. Corridor - WYDOT thru 9/3/2024	\$ 192.64
Main St. Const Obsrv thru 09/03/2024	\$ 145,143.67
Steady Stream Hydrol	\$ 2,690.50
ACOE 1135 - Const. Super. Svcs. thru 9/16/2024	\$ 642.39
ACOE 1135 - Const. Super. Svcs. thru 9/23/2024	\$ 1,697.84
ACOE 1135 - Const. Super. Svcs. thru 9/9/2024	\$ 350.27
Sterling Computer Co	\$ 26,220.00
FY25 Computer Replacement Order	\$ 26,220.00
Steve's Truck Servic	\$ 174.51
WC37 - Temp sensor	\$ 174.51
StoneMill Constructi	\$ 20.71
Refund - 1255 Granite Ln	\$ 20.71
Stryker Sales Corpor	\$ 681.41
Lifepak CR2 AED Trainer for station	\$ 681.41
Stuart McRae	\$ 47.05
Fuel for NEWY meeting in Gillette - S. McRae	\$ 47.05
Superior Industrial	\$ 357.27
PK - Wheel lifts	\$ 357.27
Ted's Towing LLC	\$ 416.73
Tom Anthony RV 08/29/24	\$ 416.73
Terence Sowers	\$ 673.96
Sanitation Refund - 1341 Stonegate Dr	\$ 673.96
Thomas Moore	\$ 32.62
Deposit Refund - 382 Adkins Valley Ln #NM	\$ 32.62
Tire Rama	\$ 1,383.57
04.22.24 Credit	\$ (140.85)
LF24 - Tire repair	\$ 27.50
PD222 - GY EAG Enforcer, tire disposal	\$ 878.00
ST565 - Tires	\$ 592.92
WP - Tire repair	\$ 26.00
Tom Manolis	\$ 236.50

T. Manolis Per-Diem for RMWC in Keystone Co	\$ 236.50
Top Office Products	\$ 811.52
Copy Count Charge for September 2024 - SFR Admin a	\$ 193.25
Planning - 2 task chairs	\$ 600.00
Planning supplies - spiral books & calculator	\$ 18.27
TorcUP Inc.	\$ 8,365.28
Drive Battery Wrench Kit	\$ 8,365.28
Torgerson's LLC	\$ 1,636.49
STL433 - Final service & repairs	\$ 1,636.49
Tractor Supply	\$ 79.99
Swivel jack for mower	\$ 79.99
Trihydro Corporation	\$ 56,658.49
2023 R&O - CA thru 8/31/2024	\$ 697.50
Security Gates - CA 7/1/24 - 8/31/24	\$ 8,126.50
Semi-Annual Groundwater Monitoring and Reporting -	\$ 9,545.49
Sewer Crossing - Prof. Svcs. 7/28/24 - 8/31/24	\$ 17,172.50
Water Crossing - Prof. Svcs. 7/1/24 - 8/31/24	\$ 21,116.50
TW Flowers	\$ 26.50
Deposit Refund - 1343 Cove Ct	\$ 26.50
TWS Trucking Service	\$ 800.00
Hauled tires for Recycling 09/09/24	\$ 800.00
Tyler Technologies I	\$ 3,684.00
Go Love Support - Implementation	\$ 1,400.00
Monthly CC device rental & payments annual PCI fee	\$ 1,584.00
Sep 11 24 Tammy Crays, Project manager-Fin	\$ 700.00
Uprising	\$ 2,300.00
FY25GPET \$2,300 Qu pymt	\$ 2,300.00
Visionary Communicat	\$ 441.36
Buisness Wireless Internet	\$ 441.36
Volunteers of Americ	\$ 4,250.00
FY2025 GPET Qrtly pymts of \$4250 total 17K	\$ 4,250.00
Wareings Sheridan	\$ 2,627.67
BD274 - Installed new filter, oil and filter	\$ 2,627.67
Water Products & Sol	\$ 60.50
Shop - 5 gallons of water	\$ 17.50
Water for parks grounds maintenace	\$ 28.00

Water for Parks Grounds Maintenance shop	\$ 15.00
Weed Warriors	\$ 4,185.00
Contractual mowing for Parks grounds maintenance	\$ 2,890.00
Fence Repair for 432 W. Works Street	\$ 1,295.00
Wendy Trafelet	\$ 85.35
Deposit Refund - 814 N Custer St. #101	\$ 85.35
Western Water Consul	\$ 3,200.00
12th St. Realignment - Prof. Svcs. 7/1/24 - 8/31/2	\$ 3,200.00
Wex Bank	\$ 29,480.99
Fuel - 4/23/2024 - 5/22/2024	\$ 29,480.99
Willscot Mobile Mini	\$ 3,828.98
LRCM misc. - 44x10 mobile office rental	\$ 1,847.68
LRCM misc. - 44x12 mobile office rental	\$ 1,981.30
Wilson & Associates	\$ 600.00
ENG - plan review 1470 Sugarland Dr	\$ 600.00
Winsupply of Sherida	\$ 395.48
08.10.2023 Credit from Stmt	\$ (28.42)
Combo Air Valve- Brass Nipple- Plumbing Supplies	\$ 156.64
Community Forestry irrigation supplies	\$ 69.00
Parks grounds maintenance irrigation supplies	\$ 161.72
Water flushs valve, Open Mesh Sandcloth	\$ 36.54
WLM Excavation	\$ 49,349.00
LRCM misc. - demo of building	\$ 23,900.00
LRCM misc. - temp building service lines	\$ 25,449.00
Wyoming First Aid &	\$ 357.02
Pads and Battery for AED Machine	\$ 357.02
Wyoming ICF LLC	\$ 70.94
Deposit Refund - 72 Eastridge Rd #1-A	\$ 70.94
Wyoming Isn't Real	\$ 700.00
7-Leather Helmet Fronts (PPE) for GNeeson, GJohnst	\$ 700.00
Wyoming Machinery	\$ 5,362.62
BG4001 - 250 Service hour maintenance	\$ 440.47
Cemetery compressor rental	\$ 885.20
Credit on parts	\$ (441.25)
LF486 - Plate	\$ 441.25
LF486 - Plates, spacers, belt	\$ 1,082.49

STL435 - Parts	\$ 206.46
Streets - Sheeps Foot Roller Rental	\$ 2,250.00
Telehandler rental for arch install	\$ 498.00
Wyoming Peace	\$ 730.00
2023 Membership	\$ 360.00
2024 Membership	\$ 370.00
Yonkee & Toner LLP	\$ 9,922.50
August 2024 Billing Statement- Bradley Thimmesch	\$ 9,922.50
Zowada Plumbing & He	\$ 260.07
CH - service call 2nd floor women's restroom repai	\$ 114.00
Shut Off Valve to the Fridge was leaking-found and	\$ 146.07
Zowada Recycling & S	\$ 2,646.15
1/4" Stainless Steel Pipe for Compost Yard	\$ 420.00
LRCM misc. - grip strut	\$ 1,836.00
Metal for Recycling Container Repairs	\$ 85.60
Shop - Steel	\$ 247.15
ST323 - Steel, 1/2 D-Rings	\$ 16.40
ST323 - Steel, 5/8 D-Rings	\$ 41.00

Councilmember Patceg moved, seconded by Councilmember Linden to approve the consent agenda.

Mayor Rich Bridger	Aye
Steven Brantz	Aye
Andrew Patceg	Aye
Greg Luhman	Aye
Terry Weitzel	Aye
Aaron Linden	Aye

OLD BUSINESS

No Old Business

NEW BUSINESS

10. Bid Award to Dan Hart Patrol Service, LLC in the amount of \$5,038,739.52 for the Existing Landfill Excavation Project. Assistant Utilities Director Jacob Martineau updated the Council. Councilmember Brantz moved, seconded by Councilmember Patceg to approve the bid award to Dan Hart Patrol Service.

Mayor Rich Bridger	Aye
Steven Brantz	Aye
Andrew Patceg	Aye
Greg Luhman	Aye
Terry Weitzel	Aye
Aaron Linden	Aye

11. Consideration of Resolution 32-24 Adopting the 2024 Wyoming Region1 Hazard Mitigation Plan - Sheridan County Emergency Management Coordinator Jesse Ludikhuize updated the Council.

Councilmember Weitzel moved, seconded by Councilmember Luhman to approve Resolution 32-24 Adopting the 2024 Wyoming Region1 Hazard Mitigation Plan - Voice vote, unanimous.

Mayor Rich Bridger	Aye
Steven Brantz	Aye
Andrew Patceg	Aye
Greg Luhman	Aye
Terry Weitzel	Aye
Aaron Linden	Aye

12. Council Comments and Committee/Board Reports.

- A. The Council discussed boards and commissions.
 - a. Seeda representatives met with SLIB in Cheyenne
 - b. Councilman Luhman spoke about upcoming Halloween festivities by the SPAC and about the importance of Operation Green Light.
 - c. City Administrator Stu McRae thanked the Fire Department, the Utilities Department and the Parks Department for assisting with the Elk Fire work.

13. Executive Session per Wyoming State Statute 16-4-405 (a)(x), (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.

Upon conclusion of the discussion, Councilmember Luhman moved, seconded by Councilmember Brantz, to exit the Executive Session at 6:45 pm. Council approved the motion: voice vote: unanimous.

13. Mayor Bridger adjourned the meeting at 6:52 P.M.

APPROVED:

Richard Bridger, Mayor

ATTEST:

Candace Ainslie, Interim City Clerk



CITY OF SHERIDAN, WYOMING

55 Grinnell Plaza, Sheridan, Wyoming 82801
Ph (307) 674-6483

Treasurer

MEMORANDUM

RE: **Claims**
From: Darla Hawkins, Treasurer
To: City Council
CC:
Date:

Attachments

Claims

Row Labels	Sum of AMOUNT
307 Auto Glass LLC	254.98
UM202 - Windshield repair	79.98
WC701 - Passenger window repair-garbage truck	175.00
ABC Signs & Specialt	120.00
8 engraved name plates for promotions and new fire	120.00
Ace Hardware-Newkirk	115.78
Blower Nozzle	10.99
Elbows	11.95
Keys;Bolts	21.52
Streets - Drywall, grout, tape, misc supplies	71.32
All Valley Diesel	120.00
Streets - Tow for ST244	120.00
Amazon Capital Servi	926.95
Dewalt Drill Chuck	40.84
Ice packs (for samples) - WT	28.05
ITEM: DUROX - Heavy Duty Scissors, Multipurpose U	38.98
ITEM: Valterra T58 Twist-On Waste Valve, Mess-Fre	9.99
Muck Boots and knee pads	249.96
PTO switch for Parks grounds maintenance mower	18.38
Viewsonic SCADA Monitors	239.98
Wallop Park temp baskets and bandshell hand dryers	300.77
American Maid	750.00
Facility Cleaning Services WWTP	750.00
American Welding & G	98.61
Outside Lense Cover for Welder - LF	29.40
Shop - Type 18 plugs-square tip	69.21
Apex Mechanical	86,902.64
Boiler Upgrade - PD	86,902.64
A-Plus Services LLC	238.50
Vehicle tow	238.50
Associated Construct	1,212.50
Boiler Plant Upgrade Engineering-Police Dept	1,212.50
AT&T Mobility	1,616.47
Wireless for City - Oct 24	1,616.47
AVI Systems	2,950.00
Carousel Cloud Core Plan - 10 Licenses	2,950.00
B&B Leasing Company	157.43
Sharp Copier Model No BP50C26, Serial No 25059278	157.43
BALCO Uniform Co	1,085.68
2 Synergy Nomex IIIA Station Pants Navy for NLeibe	546.68
2-Pair of Synergy Nomex IIIA Station Pants Navy V	539.00
Bearcom	1,468.67
PD - Lightbar cap and lenses	18.00
PD108 - Install MOT remote mount cable	1,450.67

Bear's Paw Embroider	50.00
Embroidery for Colee H.	50.00
Becker First	899.85
BFRC-Regular Composite Structural Fire Helmets	899.85
Big Horn Sanitation	1,179.33
Malcolm Wallop Park, SCG, Huntington and Lyon's do	506.00
Monthly Port-A-Potty Rental-Landfill	220.83
South Park sanitation pump fee	452.50
Big Horn Tire	11,518.30
WC - Tires	10,762.30
WC320 - Tire repair	696.00
WC320 - truck tire diposal	60.00
Bighorn Design Studi	1,249.50
Bldg. Dept. uniforms - vests, polos, shirts, jacke	908.00
Short and long sleeve tee shirts	341.50
Brian's Boot & Shoe	400.00
Boots- Troy Gilbert	200.00
Streets - Boots M Hauge	200.00
C & K Equipment	1,062.06
Bristles for Parks grounds maintenance toolcat	1,062.06
Carolina Software	550.00
Software Support Quarter Ending 12/31/24	550.00
Carquest Auto Parts	1,091.32
FD32-straight conn & hose mender	7.57
FD32-transmission	68.89
MP178-oil & air filter	14.56
MP23-oil filter	2.65
PK278-Harness	16.80
RC363- lube & air	87.44
RC363-air filter	12.84
Returned filter	(28.55)
Seafoam and Fuel Filters	82.79
Shop - Battery	7.01
Shop - Oil hub	41.92
Shop - Rad press tester	80.36
ST323-fuse blade & term adapter	3.98
ST323-oil & air filter	20.20
ST342-air 1 ea cqblu	66.38
ST342-fuel spin-on, crankcase, fuel	115.28
ST342-radial sea inner	20.70
ST496 Paver Starter Denso 12V	250.52
VM451-Fuel & oil filter	31.03
WC7002-air brake tubing	30.74
WC7002-Purge valve	52.93
WC701-Libe, By-pass lube, air	95.29
WC718-22 xtraclear	9.99
Carter Ehlis	106.00

Carter Ehlis Distribution I test	106.00
Caterpillar Financia	16,150.27
930K/RHN04080 Wheel Loader payment #9	16,150.27
CenturyLink Communic	4,160.81
Century Link 10.1.24 to 10.31.24	4,092.10
Telephone for cemetery 10.07.24	68.71
Certified Laboratori	280.45
HOC Xtreme ISO- Hydraulic Oil	280.45
Chemtrade Chemicals	17,542.52
Alum Sulfate (11.228 tons)	8,862.75
Alum Sulfate 22.503 Tons	8,679.77
CHS Inc.	17,075.10
Streets - Oil	17,075.10
CitySourced Inc	1,295.00
Granicus_SWAGIT	1,295.00
CMI-Teco	826.72
WC7002 - Modulator	348.63
WC701 - Glass	168.34
WC78 - Control valve, oil thermostat	309.75
Column Software	1,158.71
Ad for Bids for UM Service Truck	409.17
Bid Advertising	282.32
Blacktooth Park Ph 4 - 41 Day Advertisement	321.32
Transportation Plan PM #2 Ad	145.90
Craig	280.00
Per Diem APWA Loveland CO September 24-27, 2024	280.00
Crescent Electric	58.78
Emergency Light- Generator Room	58.78
Croell Redi-Mix Inc	320.75
Streets concrete for 1100 Big Horn Ave	320.75
Daltons RV	43.76
Vent Cap (TS564)	30.94
Vent Lift Gear (TS564)	12.82
Dana Kepner Company	1,848.00
Meter swivel nut	1,848.00
Daniel Keller	147.50
Travel Reimbursement	147.50
Direct Electric	5,326.42
CH 3rd Flr Conf. Rm. - installed dimmer switch	447.00
Downtown Restrooms - installed light outside	225.30
Elevator Project - electrical work	4,654.12
Dog and Cat Shelter	25,000.00
Dog and Cat Shelter Quarterly Paymen	25,000.00
Employ LLC	6,399.89
Temporary Labor - recycling center	6,399.89
Employers Council	515.75
Background Screenings- Pre-Employment	515.75

Enviro-Clean Intermo	4,406.30
ST319 - Joystick	2,263.34
ST319 - Transmitter pres & temp	286.71
ST343 - Broom Wide Sweep	1,856.25
Farmers Co-op Oil Co	17,666.32
349.9 Gallons LP for BGWTP	617.22
9/12/2024 fuel delivery to Cemetery	554.20
9/20/2024 fuel delivery to KGC	576.51
9/6/2024 fuel delivery to KGC	349.10
Dyed Diesel Fuel for Emergency Generator- 229 gall	730.98
Fuel for Landfill 09/06/24	3,342.03
Fuel for Landfill 09/13/24	1,741.26
Fuel for Landfill 09/20/24	1,841.86
Fuel for Landfill 09/27/24	2,543.67
LP-Propane for Intake Facility	1,675.98
LP-Propane for Twin Lakes	516.35
Shop - 16.8 gal motor oil	41.16
Shop - bulk 15W40 oil & hyd oil	3,136.00
Floyd's Truck Center	5,194.39
Credit Brake shoe kit	(120.00)
Credit on Steer gear core	(620.00)
Returned (2) camshaft conv kit *D	(93.08)
UM301 - PTO Allison 10 Bolt	2,701.13
WC316 - Window regulator	1,254.61
WC37 - Steering cyl	2,071.73
Foot of the Bighorns	252.00
Running shoes for GNeeson 4-11-2024 - FY 24 Clothi	112.00
Running shoes for SPassini New Firefighter 7-31-20	140.00
Force America Distri	160.00
Streets - Dump Truck GPS	160.00
Gabe Legler	147.50
Meals Per Diem for GLegler WFA Instructor in Cheye	147.50
Gillette Contractors	2,819.50
Hymax coupling	2,819.50
Grainger Inc	1,143.04
2" Brass unions	279.85
LF324 - Air control valve	194.61
WC361 - 12gpm, 3-way hyd work section	668.58
Greenfold Services	1,960.00
Janitorial Services - Police Dept	1,960.00
Greensky Commercial	1,240.00
Streets - Janitorial services August	1,240.00
Hach Company	780.70
Reagent Sets, Chlorine free CL17	780.70
Hard Head Veterans	19,332.50
Balistic ATE Helmet	19,332.50
Hawkins Inc	14,818.37

Azone/Sodium Hypo and Soda Ash	7,333.95
Chemicals- Azone 15- 660 gallons, Sodum Bisulfite	7,484.42
Home Depot Credit Se	71.44
Supplies for archway install	71.44
InfoSend Inc	8,709.84
monthly/email fee - september 2024	266.10
process/print/mail - Aug 2024	4,136.81
process/print/mail bills - september 2024	4,306.93
Jack Roberts	200.00
Wellness Program Reimbursement	200.00
Jennifer Kindred	46.00
Test Reimbursement	46.00
Johnstone Supply	770.00
Freon Disposal 10/02/24	770.00
K Club Golf LLC	704.00
Employee Golf Tournament 2024	704.00
K.C. Painting	5,027.00
Rotary Park - repaint train parts	5,027.00
Kayana	280.00
Per Diem APWA Loveland CO September 24-27, 2024	280.00
Kois Brothers Equipm	772.57
RC363 - Control cable	576.55
WC718 - HL-Transducer	196.02
Lawson Products Inc	33.90
SNE458 - Nylon lock nut	33.90
Lease Servicing Cent	5,811.21
Contract payment - 2022 Case 836C Motor Grader	4,286.21
Contract payment - Case TV370B Compact Track Loaders	1,525.00
Lube Refiners LLC	71.16
PD111 - LOF service	71.16
Luckydog Recreation	1,155.41
Replacement part for Kendrick Park twister slide	1,155.41
Mark Conrad	106.00
Mark Conrad Distribution II Test	106.00
Merchant McIntyre	8,000.00
Infrastructure Grant Services - October 2024	8,000.00
Midland Implement Co	4,756.83
GC - Replaced hydr manifold, hydr fuilid & filter	3,592.58
GC - Toro tine-solid	756.00
GC - Toro wheel	254.04
GC - Toro wheel, valve, tire	154.21
Midwest Laboratories	168.00
Shipping Charges for Compost Samples 09/30/24	168.00
Montana Dakota Utili	33,762.69
electric bill for 9.05.24 to 10.8.24	16,783.70
Utility bills 8.27.24 to 9.30.24	16,978.99
Montana Department o	79.27

2024 Unclaimed Property	79.27
Morrison-Maierle Inc	669.00
Wetlands Dr. Pathway - Prof. Svcs. thru 9/27/2024	669.00
Motorola Solutions I	10,942.32
Admin phones/Callworks configuration - PD	2,309.00
Flex IBR maintenance	(2,703.47)
Flex statelink maintenance	(839.90)
Spillman Flex Maintenance	12,176.69
Napa Auto Parts	4,755.46
Battery Charger for Fuel Truck, LF263	51.99
CM - 15W40/Filler	73.99
Cr. for returned fuel module assembly - Inv #79834	(267.60)
LF476 - Pressure gauge	36.79
PK278 - Water pump/thermostat	208.27
PK278 Hi Temp Head	14.49
RC3-62 Blister Pack Capsules	15.29
RC363 AD-IP Style Repl cart	97.19
Shop - 12 PC Comb set	374.97
Shop - Adjustable wrench	523.96
Shop - Brake parts cleaner, electronic cleaner	84.15
Shop - Magnetic tray carlyle	62.97
Shop - Mechanics funnel	8.98
Shop - Retrieving tool	59.97
Shop - Sledge hammer, combs	2,042.70
ST301 - Lamp kit grommet/red lamp	54.87
ST323 - Fuse holder	7.99
ST496 Solenoid	58.49
SW266 - Fuel pump assembly	267.60
UA268 - LED Flasher, electrical connector	136.78
UA268 - Relay shrouded	40.58
UM326 Blower motor resistor	125.08
UM-326 Electrical connector	32.39
UM326 relay shrouded	71.17
WC 37 air brake chamber	129.58
WC314 Magnum HD shock	157.68
WC320 - Stemco	160.18
WC-711 2Stud Lamp w pigtail	102.58
WC-78 Halogen Sealed Beams	12.59
ww generator-oil & fuel filter	9.79
National Testing Net	195.00
Peace officer and dispatch testing	195.00
Nolan Leibee	531.00
Meals Per Diem for NLeibee WFA Cheyenne, WY Septem	265.50
Meals Per Diem for NLeibee WFA Sept 29-October 3,	265.50
Norco Inc	163.70
Shop cylinder rental Sep 2024	163.70
Novus Glass	55.00

PD103 - Windshield repair	55.00
Office Shop	2,047.57
3rd Floor Copier	250.04
Canon/IRAC5535i-III contract	12.23
Copier Charges for police department	344.56
Copier Lease Contract 3543-01: 9/15/24 - 10/14/24	117.15
Copier Lease Contract 3545-01: 9/15/24 - 10/14/2	29.07
Copier Lease Contract 3546-01: 9/15/24 - 10/14/24	215.00
Copier Lease Contract 3547-01: 9/15/24 - 10/14/2	18.28
Copier Leases- PD	131.93
Copier Leases, Records - PD	60.00
Monthly Copier Lease - LF	107.16
Pmt 52 of 60, Agreement #390	102.71
Pmt 6 of 60, Agreement #488 CH	444.92
Streets - Copier use charges	54.11
Streets Lease pymnt 52 of 60, Agreement #393	101.15
UM copier lease	59.26
Oklahoma State Treas	108.47
2024 Unclaimed Property	108.47
One-Call of Wyoming	543.00
(724) One-Call Tickets for Sept 24 CDC	543.00
Pace Analytical Serv	100.00
SAWS Coliform Test 47 Woodland Park	100.00
Paul Juergens	105.00
Replace lense for SCBA Mask for PJuergens-clothing	105.00
Pavement Markings	500.00
Restripe Smith Street Parking Lot	500.00
Peterbilt of Wyoming	781.86
Credit on core from 7-3-24	(78.40)
FD32 - Breather-crankcase	384.42
WC320 - Camshaft	213.23
WC320 - Kit-cam service, drive hub seal	262.61
Porter Muirhead Corn	25,000.00
Financial statement audit for FY23	25,000.00
Powder River Power C	461.14
ST319 - Hose fitting	19.86
WC37 - Clamps, Fitting, King Nipple	58.97
WC37 - Hose fitting, hose assembly	133.59
WC37 - Hoses, Hose fittings, hose assembly	184.16
WC37 - Multi purpose hose	64.56
Profess Dev. Academy	900.00
fall webinar series	900.00
Randall Engineering	3,585.00
Waterline Easement through Brooks St.	3,585.00
Range	3,366.82
Crime Stoppers Line	33.66
Telephone 9.1.24 to 9.30.24	3,333.16

SavATree, LLC	45,503.00
Kendrick Park Pool misc. - removed trees	26,218.00
Kendrick Park Pool misc. - stump grinding	5,838.00
Kendrick Park Pool misc. - tree treatment	600.00
Kendrick Park Pool misc. - trimmed trees	3,465.00
Kendrick Park Pool misc. -remove trees/grind stump	9,382.00
SAWSJPB	95,090.98
Annual contribution of 20" water line	69,319.98
SAWS PMFT Loan Princ & Int 24	25,771.00
Scott Passini	531.00
Meals Per Diem for SPassini WFA Cheyenne, WY Septe	265.50
Meals Per Diem-WFA-Cheyenne, WY SPassini Sept 29-O	265.50
Servall Uniform & Li	205.29
Rug Cleaning - PD	205.29
Sheridan Commercial	2,625.91
1inch torx bit	9.69
3Pk LG Hard Wall Hangers for station 9-30-2024 WDo	6.46
Bolts/Anchors	6.90
CH supplies - hanging strips	8.98
CH supplies - pic strips & bulbs	55.35
Clear tape	26.96
hand wash, paper towel - PD	142.16
Paint for Solid Waste Dumpsters	204.39
Paint Markers (2)	8.77
Shop - fasteners & anchors	9.96
Shop supplies for Parks Grounds Maintenance	607.62
Spray Can Holder	6.28
Streets - Trimmer Line	15.27
Supplies, Office Supplies	1,423.32
UM301 - Fasteners & anchors	10.56
UPS shipping - nodes	83.24
Sheridan County	1,685.52
City of Sheridan Opioids Settlement Transfer	1,230.52
Immunizations	385.00
Recorded - Parkway Plaza Condo	28.00
Recorded - Story House Village	21.00
Recorded - The Villages Ph II	21.00
Sheridan County Cham	75.00
Monthly Luncheon Attendance - S. Brantz, S. McRae,	75.00
Sheridan County Juve	65,000.00
Juvenile Justice Support FY25 1st Payment	65,000.00
Sheridan Econ-O-Wash	68.00
Laundry Services	18.00
Shop - Laundry services	50.00
Sheridan Media	210.00
Fall Free Landfill Day Ads 09/17 and 09/24	210.00
Sheridan Memorial	7,124.00

Annual Medical Exams for Firefighters 2024	7,124.00
Sheridan Memorial CI	2,673.00
Annual Medical Exams for Firefighters 2024	2,673.00
Sheridan Motor Inc	234.28
PD132 - replaced connector & repaired wiring	234.28
Sheridan Newspapers	936.00
Elevator Maint Display Ads	540.00
Fall Free Landfill Day Ads 09/21, 09/25 and 09/28	396.00
Sheridan Transportat	2,077.00
Safe Rides Sept 2024	2,077.00
Stantec Consulting S	755.50
Main St. - Const. Obs. 8/24/24 - 9/20/24	755.50
Stuart McRae	1,093.14
2024 ICMA Conference Employee Expense Reimbursemen	1,093.14
Sugarland Walk-In CI	860.00
Occupational Testing	860.00
Team Laboratory Chem	1,094.00
Fifty bags fine road patch	1,094.00
Texas Comptroller of	7.08
2024 Unclaimed Property	7.08
Tire Rama	972.24
WC314 - Tire repair	113.00
WC701 - Tire repairs & disposal	859.24
Tires for Reclamatio	1,513.00
Tire Recycling 09/09/24	1,513.00
Top Office Products	55.15
Notary Stamp	55.15
Toro NSN	175.00
KGC irrigation software fee for September 24	175.00
Total Comfort Heatin	3,884.95
8/9/24 Services on 4 cooling systems for routine m	3,345.00
Services to Cooling Systems-found Trane Unit with	539.95
Trai	280.00
Per Diem APWA Loveland CO September 24-27, 2024	280.00
TruGreen	125.00
Lawn Fertilizer	125.00
Tyler Technologies I	1,400.00
Go live support August 19, 2024	1,400.00
VRM Inc	440.00
LF486 - Repaired steps	440.00
WAM	210.00
WyoCMA Fall Workshop - Jennifer Rizer	105.00
WyoCMA Fall Workshop - S. McRae	105.00
Water Products & Sol	27.50
Shop - 5 gallons water	17.50
Shop - Dispenser rental	10.00
Wausau Equipment Co	136,340.00

Q-26701-7: Snow #SNE-904-906 - HXC V-Box Spreaders	136,340.00
Wex Bank	26,738.43
Fuel - 8/23/24 - 9/22/24	26,738.43
Winsupply of Sherida	169.91
Epoxy adapter	209.22
Invoice 501737 02 was paid twice	(232.50)
Irrigation supplies for cemetery	193.19
WYO Rides	168.00
Safe Rides Sept 2024	168.00
Wyoming Machinery	1,730.36
credit on parts	(2,871.86)
LF4003 - Bumper, screw, washer, nut	59.16
LF4003 - Cap As-Rain	42.32
LF4003 - cap&probe, white cyl	19.69
LF4003 - Cover	985.98
LF4003 - Glass-Landfill	232.88
LF4003 - Grid	288.96
LF4003 - Guard	1,370.51
LF4003 - precleaner	1,127.24
LF4003 - spacer + freight	87.46
LF4003 - truss screws	9.42
LF486 - Lube, filter, drain	398.29
Parts returned - cap & probe and white cyl no posta	(19.69)
Wyoming Welding	802.08
Repaired Fireman's Pole at fire station 9-19-2024	802.08
Yonkee & Toner LLP	12,782.50
City Attorney fees September 2024	12,782.50
Zowada Plumbing & He	114.00
CH - 2nd floor bathroom repair	114.00
Zowada Recycling & S	46.82
RC301 - 1x5' flat steel	46.82
Grand Total	825,634.92



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: Consideration of Resolution 37-24 Authorizing the Submission of an Energy Efficiency and Conservation Block Grant Application to the U.S. Department of Energy - City Engineer Thomas Morneau

From: Thomas Morneau, City Engineer

To: City Council

CC:

Date: 09/30/2024

Recommendation:

Staff recommends that the Mayor and City Council approve Resolution 37-24 authorizing the submission of an Energy Efficiency and Conservation Block Grant application to the U.S. Department of Energy.

Staff requests that the Public Works Director, Hanns Mercer, be designated as the authorized representative of the City of Sheridan to act on behalf of the Mayor and Council on all matters related to this grant application.

Background:

The City of Sheridan has critical mechanical components in need of updating to reduce energy use, reduce fossil fuel emissions, and improve energy efficiency. The City Hall building has an annex operating with a 19-year-old furnace.

Discussion:

The City of Sheridan is eligible for \$75,670.00 from the Department of Energy to pursue projects that promote cost-saving energy efficiency. This is a non-competitive grant. The grant application is due by October 31, 2024.

Funding:

No funding match is required from the City.

Attachments

Resolution 37-24

CITY OF SHERIDAN
RESOLUTION 37-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERIDAN, WYOMING, SUPPORTING THE FEDERAL GRANT PROPOSAL FOR THE U.S. DEPARTMENT OF ENERGY’S ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT PROGRAM TO REPLACE THE FURNACE IN THE CITY HALL ANNEX

WHEREAS, the City of Sheridan (the “City”) has critical mechanic components in need of updating to reduce energy use, reduce fossil fuel emissions, and improve energy efficiency;

WHEREAS, the City Hall building has an annex operating with an old furnace.

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

- 1. The above recitals are true, correct, and adopted hereby as findings, purpose, and intent of the City Council.
- 2. The City supports the application to the U.S. Department of Energy’s Energy Efficiency and Conservation Block Grant Program to replace the furnace in the City Hall annex, a project that will reduce energy use, reduce fossil fuel emissions, and improve energy efficiency in City Hall.

BE IT FURTHER RESOLVED:

That Hanns Mercer, PE, Public Works Director for the City, is hereby designated as the authorized representative of the City of Sheridan, Wyoming to act on behalf of the Governing Body on all matters relating to this grant application.

PASSED, APPROVED AND ADOPTED this 21st day of October 2024.

City of Sheridan

Richard Bridger, Mayor

ATTEST:

Candace Ainslie, City Clerk