



**AGENDA
CITY OF SHERIDAN
APRIL 28, 2025
STUDY SESSION COUNCIL MEETING START 5:30 P.M.**

1. Discussion of E-Bikes - Sheridan Police Chief Travis Koltiska
2. Discussion of Bid Award to Fremont Chevrolet GMC for One (1) 1/2-Ton and Two (2) 3/4-Ton Pickup Trucks in the Amount of \$141,266.00 - Fleet & Administrative Coordinator Heather Czaplinski
3. Discussion of RV Park Code Information - City Engineer Thomas Morneau
4. Discussion of Bid Award to LJS Concrete & Excavating, LLC for the 2025 Pavement Maintenance Project in the Amount of \$2,335,370.85 - City Engineer Thomas Morneau
5. Discussion of Cooperative Agreement Between WYDOT and the City of Sheridan - Public Works Director Hanns Mercer
6. General Discussion and Potential Future Agenda Items - City Administrator Stuart J. McRae
A. Council Request for Future Agenda Items.



CITY OF SHERIDAN, WYOMING

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

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

Police

MEMORANDUM

RE: Discussion of E-Bikes - Sheridan Police Chief Travis Koltiska
From: Travis Koltiska, Police Chief
To: City Council
CC:
Date: 04/28/2025

Recommendation:

Chief Koltiska will be presenting information on electric bicycles (e-bikes) and the use in the community.

Background:

This item was requested by City Council as a request to examine e-bikes and how they fit into our community.

Discussion:

Chief Koltiska will present a power-point on the state statutes that define and apply to e-bikes, and the potential issues or concerns of the community.

Funding:

Not applicable.



CITY OF SHERIDAN, WYOMING

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Public Works

MEMORANDUM

RE: Discussion of Bid Award to Fremont Chevrolet GMC for One (1) 1/2-Ton and Two (2) 3/4-Ton Pickup Trucks in the Amount of \$141,266.00 - Fleet & Administrative Coordinator Heather Czaplinski

From: Heather Czaplinski, PW Administrative Coordinator

To: City Council

CC:

Date: 08/06/2024

Recommendation:

Staff recommends that the Mayor and City Council approve the purchases of:

- 2025 Chevrolet Silverado 1500 4WD Crew Cab for \$42,715 - Building Dept
- 2025 Chevrolet Silverado 2500HD 4WD Crew Cab for \$47,079.00 - Streets Dept
- 2025 Chevrolet Silverado 2500HD 4WD Crew Cab w/Liftgate for \$51,472.00 - Parks Dept

Background:

The purchase of one (1) 1/2-ton pickup truck and two (2) 3/4-ton pickup trucks was approved at the March 3, 2025, Council Meeting in the FY25 Budget Revision #1. A Request for Bids (all 3 trucks as a package) was advertised on March 24 and April 2, with a bid opening on April 10. The City of Sheridan received four bids:

Bidders	Item No.	Description	Unit	Qty	Unit Price	Extended Price
Fremont Chevrolet GMC	FL1	1/2-Ton Pickup	LS	1	\$42,715	\$42,715
	FL2	3/4-Ton Pickup	LS	1	\$47,079	\$47,079
	FL2	3/4-Ton w/Liftgate	LS	1	\$51,472	\$51,472
						\$141,266
Sheridan Motos RAM	FL1	1/2-Ton Pickup	LS	1	\$47,143	\$47,143
	FL2	3/4-Ton Pickup	LS	1	\$46,725	\$46,725
	FL2	3/4-Ton w/Liftgate	LS	1	\$50,375	\$50,375
						\$144,243
Sheridan Motors GMC	FL1	1/2-Ton Pickup	LS	1	\$46,179	\$46,179
	FL2	3/4-Ton Pickup	LS	1	\$49,591	\$49,591

	FL2	3/4-Ton w/Liftgate	LS	1	\$53,391	\$53,391
						\$149,161
Fremont Motor RAM	FL1	1/2-Ton Pickup	LS	1	\$48,918	\$48,918
	FL2	3/4-Ton Pickup	LS	1	\$49,995	\$49,995
	FL2	3/4-Ton w/Liftgate	LS	1	\$54,350	\$54,350
						\$153,263

Discussion:

Before going out for the Request for Bids, the Fleet Manager reviewed the pickup specifications with the departments to edit and/or confirm.

- The truck for the Building Department is for the Code Compliance Officer position and is an addition to the fleet.
- The truck for the Streets Department is an addition to the fleet due to personnel growth.
- The truck for the Parks Department is replacing PK210, a 2000 Chevy Silverado, which is 25 years old, with approximately 82K miles, and is experiencing transmission issues. PK210 will be surplus.

Funding:

Department	FY25 BR Amt	Account	Purchase Amt
Building	\$45,000.00	11731-7600-0242D	\$42,715.00
Street	\$61,000.00	12731-7600-0190D	\$47,079.00
Parks	\$65,000.00	12731-7600-0193D	\$51,472.00



CITY OF SHERIDAN, WYOMING

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Public Works

MEMORANDUM

RE: Discussion of RV Park Code Information - City Engineer Thomas Morneau
From: Thomas Morneau, City Engineer
To: City Council
CC:
Date: 04/03/2025

Recommendation:

Thomas Morneau will be presenting information on the City of Sheridan Municipal Code Chapter 25 Recreational Vehicles and Recreational Vehicle Parks.

Background:

This item was requested by City Council to provide the Council with information on our existing Code.

Discussion:

Thomas Morneau will present a power-point on City of Sheridan Municipal Code Chapter 25 Recreational Vehicles and Recreational Vehicle Parks, the current permit process, and items to consider.

Funding:

Not applicable.



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Public Works

MEMORANDUM

RE: Discussion of Bid Award to LJS Concrete & Excavating, LLC for the 2025 Pavement Maintenance Project in the Amount of \$2,335,370.85 - City Engineer Thomas Morneau

From: Thomas Morneau, City Engineer

To: City Council

CC:

Date: 04/03/2025

Recommendation:

Staff recommends that the Mayor and City Council award the 2025 Pavement Maintenance Project to LJS Concrete & Excavating, LLC, the lowest qualified bid, in the amount of \$2,335,370.85.

Staff requests that, for the 2025 Pavement Maintenance Project, the Mayor and City Council authorize the Public Works Director, Hanns Mercer, to act on behalf of the Council and Mayor on all matters related to this project.

Background:

The 2025 Pavement Maintenance Project includes:

- ±35,075 SY of full-depth reclamation (initial pulverizing and cement mixing)
- ±35,075 SY of 3" thick hot plant mix bituminous pavement
- ±1,825 LF of isolated curb & gutter replacement.

This project is located in and around the North Heights Subdivision.

This project was advertised in the Sheridan Press on March 17, March 26, and April 2, and bids were due on April 10. A pre-bid conference was held on March 28.

Bids Received:

- | | |
|----------------------------------|----------------|
| • LJS Concrete & Excavating, LLC | \$2,335,370.85 |
| • Simon Contractors | \$2,614,626.25 |

Engineer's Estimate	\$3,074,498.00
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Funding:

This project is funded by CAP Tax, GPET, Water Utility Funds, and Public Benefit. By awarding this project at this time, the Council is committing FY26 funds to complete the project.

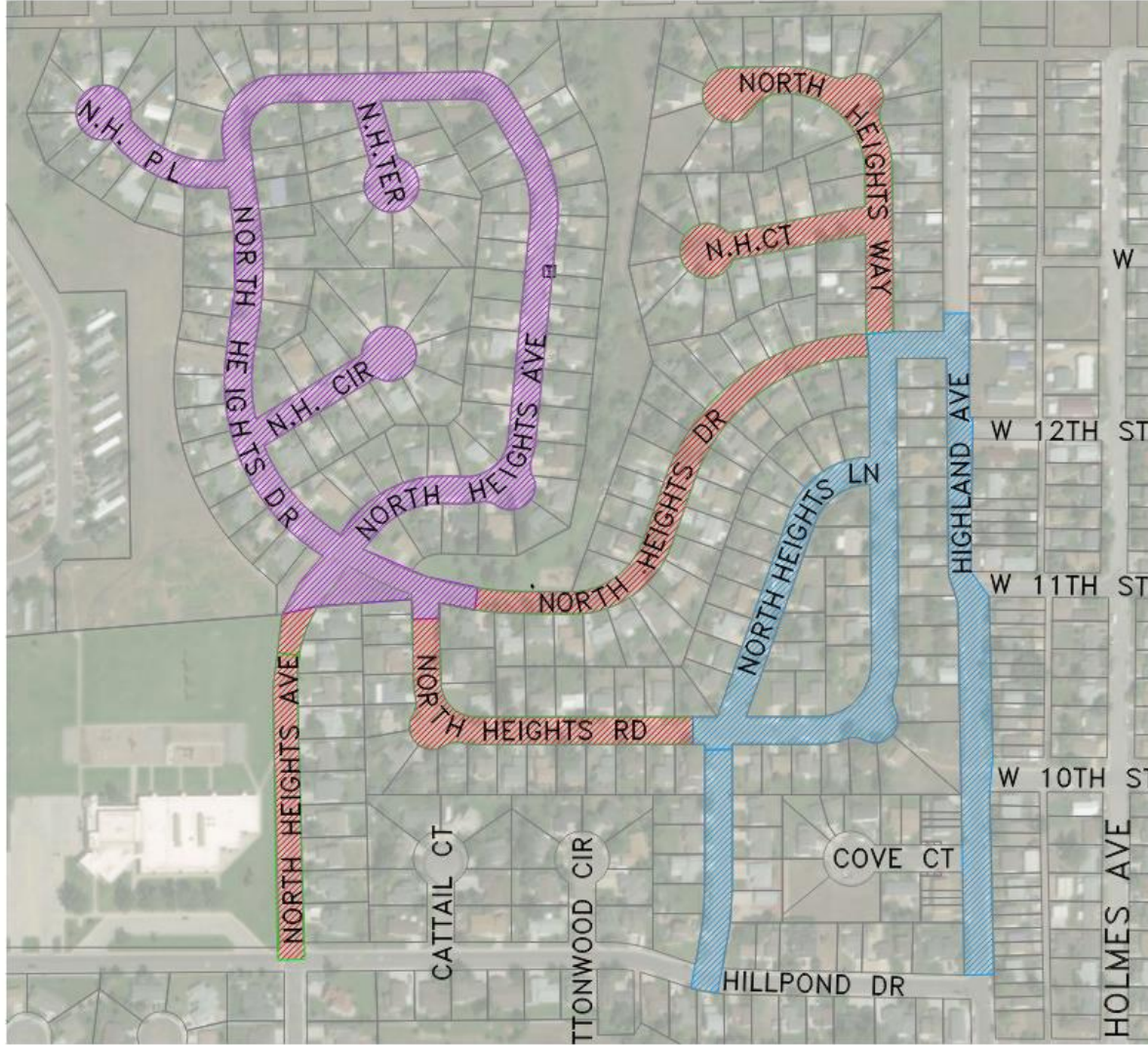
Attachments

Map

Recommendation Letter

Bid Tab

CITY OF SHERIDAN ROTOMILL AND OVERLAY - PHASING MAP



- LEGEND:
- PHASE I (2024)
 - PHASE II (2025)
 - PHASE III (2026)

DESIGN: TIME	AMENDMENT NO.	DATE
CHECK: MLC		
DATE:		

NORTH HEIGHTS
ROTOMILL AND OVERLAY

902 North Main Street
Sheridan, WY 82801
Office: 307.672.7259
www.mcaengineering.com

MCA2
ENGINEERING
CONSTRUCTION

SHEET
1



MC2 Engineering and Construction, P.C.
850 North Main Street
Sheridan, WY 82801
(307) 673-7350

Nathan Rager
Project Manager, City of Sheridan
55 Grinnell Plaza
Sheridan, WY 82801

April 14, 2025

Mr. Rager,

MC2 Engineering recommends awarding the **2025 Pavement Maintenance Project** to **LJS Concrete & Excavating, LLC** for the sum of **\$2,335,370.85** should the City have the allotted funds. LJS Concrete & Excavating, LLC was the low bidder on the project. The Engineer's Estimate for the project was \$3,074,498.00 making the bid coming in lower than the estimate and a reasonable cost to construct.

Thank you,

Megan Crow

Megan Crow, Project Manager

PAVEMENT MAINTENANCE PHASE 2025 - Final Bid Tab				Engineer's Estimate		LJS Concrete & Excavating		Simon Contractors	
ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
01070.0	MISCELLANEOUS FORCE ACCOUNT	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
01050.1	CONTRACTOR SURVEYING AND CONSTRUCTION STAKING	LS	1	\$ 40,000.00	\$ 40,000.00	\$ 9,300.00	\$ 9,300.00	\$ 35,000.00	\$ 35,000.00
01400.1	QUALITY CONTROL TESTING	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 29,040.00	\$ 29,040.00	\$ 32,000.00	\$ 32,000.00
01560.1	CONSTRUCTION STORM WATER CONTROL	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00
02000.01	MOBILIZATION	LS	1	\$ 175,000.00	\$ 175,000.00	\$ 120,000.00	\$ 120,000.00	\$ 240,000.00	\$ 240,000.00
02000.02	BONDING	LS	1	\$ 45,000.00	\$ 45,000.00	\$ 36,000.00	\$ 36,000.00	\$ 8,000.00	\$ 8,000.00
02060.1	TEMPORAY TRAFFIC CONTROL	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00
02060.02	PORTABLE CHANGEABLE MESSAGE SIGNS	SY	2	\$ 7,500.00	\$ 15,000.00	\$ 6,300.00	\$ 12,600.00	\$ 6,500.00	\$ 13,000.00
2440.0600	FULL-DEPTH RECYCLE -INITIAL PULVERIZATION	SY	35075	\$ 10.20	\$ 357,765.00	\$ 7.50	\$ 263,062.50	\$ 8.60	\$ 301,645.00
2440.0800	FULL-DEPTH RECYCLE -CEMENT MIXING	SY	35075	\$ 3.00	\$ 105,225.00	\$ 2.25	\$ 78,918.75	\$ 2.00	\$ 70,150.00
2440.1000	PORTLAND CEMENT	TON	306	\$ 450.00	\$ 137,700.00	\$ 365.00	\$ 111,690.00	\$ 380.00	\$ 116,280.00
02450.02	EXCAVATION BELOW SUBGRADE	CY	300	\$ 180.00	\$ 54,000.00	\$ 55.00	\$ 16,500.00	\$ 170.00	\$ 51,000.00
02450.04	SUBGRADE PREPERATIONS-10"	SY	35075	\$ 9.60	\$ 336,720.00	\$ 2.75	\$ 96,456.25	\$ 7.00	\$ 245,525.00
02460.01	TOPSOIL STRIPPING AND STOCKPILING	CY	200	\$ 30.00	\$ 6,000.00	\$ 20.00	\$ 4,000.00	\$ 22.00	\$ 4,400.00
02460.02	TOPSOIL PLACING	CY	200	\$ 48.00	\$ 9,600.00	\$ 20.00	\$ 4,000.00	\$ 35.00	\$ 7,000.00
02480.04	LANDSCAPE RESTORATION (INCLUDING IRR. SYSTEM RETROFIT AND SOD)	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 25,000.00	\$ 25,000.00	\$ 11,400.00	\$ 11,400.00
02525.1500	HOT PLANT MIX BITUMINOUS PAVEMENT - 3"	SY	35075	\$ 34.80	\$ 1,220,610.00	\$ 30.82	\$ 1,081,011.50	\$ 29.35	\$ 1,029,451.25
02620.7	REMOVE AND RESET SIGN	EA	8	\$ 1,500.00	\$ 12,000.00	\$ 600.00	\$ 4,800.00	\$ 675.00	\$ 5,400.00
03020.15	CONCRETE CURB AND GUTTER TYPE B (INCLUDING REMOVAL, CRUSHED BASE PLACEMENT AND PREP)	LF	1825	\$ 108.00	\$ 197,100.00	\$ 97.25	\$ 177,481.25	\$ 83.00	\$ 151,475.00
03030.30	CONCRETE DOUBLE GUTTER (INCLUDING REMOVAL, CRUSHED BASE PLACEMENT AND PREP)	SY	30	\$ 402.00	\$ 12,060.00	\$ 200.80	\$ 6,024.00	\$ 320.00	\$ 9,600.00
03030.20	CONCRETE FILLETS (INCLUDING REMOVAL, CRUSHED BASE PLACEMENT AND PREP)	SY	73	\$ 402.00	\$ 29,346.00	\$ 260.60	\$ 19,023.80	\$ 300.00	\$ 21,900.00
03030.20	ADA DETECTABLE WARNING PLATE (2'X4')	EA	4	\$ 950.00	\$ 3,800.00	\$ 900.00	\$ 3,600.00	\$ 900.00	\$ 3,600.00
03030.04	CONCRETE SIDEWALKS (INCLUDING REMOVAL, CRUSHED BASE PLACEMENT AND PREP)	SY	75	\$ 264.00	\$ 19,800.00	\$ 200.60	\$ 15,045.00	\$ 200.00	\$ 15,000.00
03030.04	CONCRETE DRIVEWAYS (INCLUDING REMOVAL, CRUSHED BASE PLACEMENT AND PREP)	SY	63	\$ 264.00	\$ 16,632.00	\$ 260.60	\$ 16,417.80	\$ 200.00	\$ 12,600.00
02570.1000	ADJUST EXISTING MANHOLE	EA	35	\$ 3,300.00	\$ 115,500.00	\$ 2,700.00	\$ 94,500.00	\$ 3,100.00	\$ 108,500.00
02570.2000	ADJUST EXISTING WATER VALVE BOX	EA	27	\$ 1,320.00	\$ 35,640.00	\$ 1,200.00	\$ 32,400.00	\$ 1,600.00	\$ 43,200.00
PROJECT TOTAL				PROJECT TOTALS			\$ 2,335,370.85		\$ 2,614,626.25



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Public Works

MEMORANDUM

RE: Discussion of Cooperative Agreement Between WYDOT and the City of Sheridan - Public Works Director Hanns Mercer

From: Hanns Mercer, Public Works Director

To: City Council

CC:

Date: 04/18/2025

Recommendation:

Staff recommends that the Mayor and City Council approve a Cooperative Agreement between WYDOT and the City of Sheridan for Federal Project W332003, Brundage Lane/Big Horn Avenue Intersection, installation of a traffic signal and ADA upgrades.

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

Background:

The purpose of this Agreement is to set forth the terms and conditions by which WYDOT will install and the City will maintain a new traffic signal and Americans with Disabilities (ADA) ramp and sidewalk upgrades to the intersection of Brundage Lane and Big Horn Avenue (Project). The location of this Project is shown in Exhibit A, Location Map, which is attached to and incorporated into this Agreement by this reference.

Attachments

Agreement

**COOPERATIVE AGREEMENT
BETWEEN THE
WYOMING DEPARTMENT OF TRANSPORTATION
AND THE
CITY OF SHERIDAN**

Federal Project W332003
Brundage Lane/Big Horn Avenue Intersection
Install Traffic Signal and ADA Upgrades
Sheridan County

1. **Parties.** The parties to this Cooperative Agreement (Agreement) are the Wyoming Department of Transportation (WYDOT), whose address is: 5300 Bishop Boulevard, Cheyenne, Wyoming 82009, and the City of Sheridan (City), whose address is: PO Box 848, Sheridan, Wyoming 82801.
2. **Purpose of Agreement.** The purpose of this Agreement is to set forth the terms and conditions by which WYDOT will install and the City will maintain a new traffic signal and Americans with Disabilities Act (ADA) ramp and sidewalk upgrades to the intersection of Brundage Lane and Big Horn Avenue (Project). The location of the Project is shown in Exhibit A, Location Map, which is attached to and incorporated into this Agreement by this reference.
3. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The term of the Agreement is from the Effective Date through the completion of the Project. All services shall be completed during this term. However, the Parties agree that maintenance requirements described in Section 5(G) are indefinite.
4. **Payment.**
 - A. The City agrees to provide fifty percent (50%) of total Project costs, including the cost of survey work, preliminary engineering, right-of-way acquisition, utility adjustments, letting, construction, construction engineering, and indirect costs as shown in Exhibit B, Summary of Project Costs, which is attached to and incorporated into this Agreement by this reference.
 - B. The City agrees to provide their portion of the actual cost of this Project, including all indirect costs through the current Indirect Cost Allocation Plan (ICAP) rate as approved by the Federal Highway Administration (FHWA). ICAP is a rate built into WYDOT's accounting system for overhead expenditures for administering a project. The ICAP rate is developed by WYDOT and approved by the FHWA, with the new rate taking effect immediately. The current rate of eleven percent (11%) is effective until September 30, 2027, at which time the rate is subject to change based on FHWA approval. The ICAP rate will be charged on total direct costs on this Project as shown in Exhibit B.

- C. The costs shown in Exhibit B are estimates only and the City understands that it must reimburse WYDOT for all final actual costs, which may be higher or lower.
- D. The City hereby agrees to reimburse WYDOT for its share of actual costs incurred to the Project, less previous payments, within forty-five (45) days after billing pursuant to Wyo. Stat. § 16-6-602. WYDOT will bill the City on a monthly basis unless otherwise agreed upon between the parties.

5. **Responsibilities of City.** City agrees to:

- A. Pay WYDOT in accordance with Section 4 above.
- B. Submit a letter to WYDOT designating a qualified Project representative, at no cost to WYDOT, capable of making timely decisions and authorized to sign documents concerning the construction of the Project.
- C. Review and comment on Project cost estimates prior to the advertisement of bids.
- D. Review Project bids for concurrence in the award of the Project to the lowest qualified bidder. As a result of signing the Letter of Concurrence, the City agrees to amend estimated costs to match the actual bid amount.
- E. Assist with utility adjustments and right-of-way acquisition if required, as described in Section 6 below.
- F. Upon completion and acceptance of the Project by WYDOT and the City, the City shall return, within thirty (30) days of WYDOT Resident Engineer's request, WYDOT's Acceptance Certificate, or any other required WYDOT documents. Once this Acceptance Certificate has been completed, all National Pollutant Discharge Elimination System (NPDES) General Permits related to the Project will be transferred to the City. The City shall then be responsible for all storm water runoff on the Project and storm water monitoring until a Notice of Termination (NOT) can be submitted for the Project by the City. In the event petroleum contaminated soil or water is encountered on the Project, the required work associated with mitigation of the contamination will become part of the Project.
- G. Upon completion and acceptance of the Project, the City shall take ownership and maintain, at its sole expense, all ADA ramp and sidewalk upgrades, signal operations, and signal lighting including paying the electrical service point fees under this Agreement. Maintenance shall include all repairs necessary to keep the improvement in its functional constructed condition.
- H. Complete and comply with any applicable environmental regulations and laws.

6. **Responsibilities of WYDOT.** WYDOT agrees to:

- A. Provide funding in accordance with Section 4 above.
- B. Conduct preliminary survey work, engineering investigations, National Environmental Policy Act (NEPA) Compliance with 23 CFR 771, and right-of-way studies and shall develop final design plans and estimates.
- C. Perform construction engineering for the Project in accordance with Project plans and specifications.
- D. Acquire all necessary rights-of-way and provide any relocation assistance necessary to construct the work shown in Exhibit A. However, in the event condemnation proceedings are necessary, in accordance with Wyo. Stat. § 1-26-801(a), the City shall be responsible for acquiring rights-of-way by condemnation proceedings with the understanding any settlements reached out of court must be justified and supported. WYDOT will assist the City in condemnation proceedings by preparing exhibits and displays. At its request, the City shall be provided a copy of the right-of-way plans and cost estimates when federal acquisition approval is requested. The City agrees to reimburse WYDOT for the total cost needed to clear the right-of-way not paid with federal aid funds. Under the terms of this Agreement, if right-of-way acquisition is not required for this Project, all references to such acquisition herein are considered null and void.
- E. Perform utility adjustments. However, if the City has a franchise agreement with the affected utility owner(s) in which the City is required to pay for the utility relocation, the City will be responsible for performing associated utility adjustments. If any adjustments are needed, arrangements will be made by separate agreement(s) with the affected utility owner(s) and are not covered by this Agreement. Costs for reimbursable utility work not owned by City are not shown in this Agreement and will be in addition to the identified costs. Under the terms of this Agreement, if utility adjustments are not required for the Project, all references to such adjustments herein are considered null and void.
- F. Obtain the electrical service point for the signal in the name of the City.
- G. Advertise the Project and award a bid to the lowest qualified bidder in accordance with WYDOT policies.

7. **Special Provisions.**

- A. **Assumption of Risk.** The City shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the City's failure to comply with state or federal requirements. WYDOT shall notify the City of any state or federal determination of noncompliance.
- B. **Environmental Policy Acts.** The City agrees all activities under this Agreement will comply with the Clean Air Act, the Clean Water Act, the National

Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.

- C. Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:
- (i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (ii) Procures a commercial sex act during the period of time that the award is in effect; or
 - (iii) Uses forced labor in the performance of the award or subawards under the award.
- D. Kickbacks.** The City certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If the City breaches or violates this warranty, WYDOT may, at its discretion, terminate this Agreement without liability to WYDOT, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee. The City shall comply with the Copeland Anti-Kickback Act (18 U.S.C. § 874) as supplemented in the Department of Labor Regulations (29 CFR, Part 3). This Act provides that the City is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public works to give up any part of the compensation to which he or she is otherwise entitled.
- E. Limitations on Lobbying Activities.** By signing this Agreement, City certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by City or its subcontractors in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan. The City and subcontractors may also be required to submit an additional certification statement and disclosure form acceptable to the WYDOT before commencement of the work.
- F. Monitoring Activities.** WYDOT shall have the right to monitor all activities related to this Agreement that are performed by the City or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and to observe personnel in every phase of performance of Agreement related work.
- G. No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement, shall be paid by either party.

- H. Suspension and Debarment.** By signing this Agreement, the City certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, the City agrees to notify WYDOT by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement.
- I. Administration of Federal Funds.** The City agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 CFR Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by WYDOT.
- J. Copyright License and Patent Rights.** The City acknowledges that federal grantor, the State of Wyoming, and WYDOT reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Agreement; and (2) any rights of copyright to which the City purchases ownership using funds awarded under this Agreement. The City must consult with WYDOT regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.
- K. Federal Audit Requirements.** The City agrees that if it expends an aggregate amount in excess of the amount set forth in 2 CFR Part 200, Subpart F in federal awards during its fiscal year, it must undergo an organization-wide financial and compliance single audit. The City agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 CFR Part 200, Subpart F. If findings are made which cover any part of this Agreement, the City shall provide one (1) copy of the audit report to WYDOT and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to WYDOT's records.
- L. Non-Supplanting Certification.** The City hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. The City should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Agreement.
- M. Program Income.** The City shall not deposit grant funds in an interest bearing account without prior approval of WYDOT. Any income attributable to the grant

funds distributed under this Agreement must be used to increase the scope of the program or returned to WYDOT.

- N. Applicability of Appendix II to 2 CFR Part 200.** This Agreement has been funded, in whole or in part, with an Award of Federal funds and is bound by the federal contract provisions required by the Uniform Guidance Appendix II of 2 CFR Part 200 (the Federal Contract Provisions), incorporated herein by this reference. In the event of a conflict between the Special Provisions section of this Agreement, or any attachments or exhibits incorporated herein, and the Federal Contract Provisions, the Federal Contract Provisions shall control. Failure to comply with the Federal Contract Provisions shall constitute an event of default under this Agreement. If such a default remains uncured five (5) calendar days following the termination of a thirty (30) day prior written notice period, WYDOT may terminate this Agreement. This remedy will be in addition to any other remedy available to the State of Wyoming and WYDOT under this Agreement, at law, or in equity.

8. General Provisions.

- A. Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.
- B. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The City shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of WYDOT.
- D. Audit and Access to Records.** WYDOT and its representatives shall have access to any books, documents, papers, electronic data, and records of the City which are pertinent to this Agreement.
- E. Award of Related Agreements.** WYDOT may award supplemental or successor agreements for work related to this Agreement or may award agreements to other contractors for work related to this Agreement. The City shall cooperate fully with other contractors and WYDOT in all such cases.

- F. Compliance with Laws.** The City shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement.
- G. Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the City in the performance of this Agreement shall be kept confidential by the City unless written permission is granted by WYDOT for its release. If and when the City receives a request for information subject to this Agreement, the City shall notify WYDOT within ten (10) days of such request and shall not release such information to a third party unless directed to do so by WYDOT.
- H. Entirety of Agreement.** This Agreement, consisting of eleven (11) pages; Exhibit A, Location Map, consisting of one (1) page; Exhibit B, Summary of Project Costs, consisting of one (1) page; and the Federal Contract Provisions, represent the entire and integrated Agreement between the parties and shall supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.
- I. Ethics.** The City shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing City's profession.
- J. Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by WYDOT and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.
- K. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

- L. Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- M. Independent Contractor.** The City shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the City shall be free from control or direction over the details of the performance of services under this Agreement. The City shall assume sole responsibility for any debts or liabilities that may be incurred by the City in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the City or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or WYDOT or to incur any obligation of any kind on behalf of the State of Wyoming or WYDOT. The City agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance or similar benefits available to State of Wyoming employees will inure to the benefit of the City or the City's agents or employees as a result of this Agreement.
- N. Nondiscrimination.** The City shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.
- O. Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.
- P. Ownership and Return of Documents and Information.** WYDOT is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the City in the performance of this Agreement. Upon termination of services, for any reason, the City agrees to return all such original and derivative information and documents to WYDOT in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers.
- Q. Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I

Procurement, and approved by the Governor of the State of Wyoming, or her designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).

- R. Insurance Requirements.** The City is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, *et seq.*, and certifies that it is a member of the Wyoming Association of Risk Management (WARM) pool or the Local Government Liability Pool (LGLP), Wyo. Stat. § 1-42-201, *et seq.*, and shall provide a letter verifying its participation in the WARM or LGLP to WYDOT.
- S. Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the City, shall identify WYDOT as the sponsoring agency and shall not be released without prior written approval from WYDOT.
- T. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- U. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and WYDOT expressly reserve sovereign immunity by entering into this Agreement and the City expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereign or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- V. Taxes.** The City shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- W. Termination of Agreement.** This Agreement may be terminated, without cause, by WYDOT upon thirty (30) day's written notice. This Agreement may be terminated by WYDOT immediately for cause if the City fails to perform in accordance with the terms of this Agreement.
- X. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement.

The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

- Y. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- Z. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- AA. Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- BB. Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the City of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to WYDOT.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

9. **Signatures.** The parties to this Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

The Effective Date of this Agreement is the date of the signature last affixed to this page.

ATTEST:

Caitlin Casner, Secretary
Transportation Commission of Wyoming

WYDOT:

Wyoming Department
of Transportation

Keith R. Fulton, P.E., Chief Engineer

Date

ATTEST:

CITY:

City of Sheridan

Signature

Signature

Print Name

Print Name

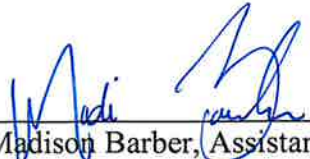
Title

Title

Date

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

 # 247144

Madison Barber, Assistant Attorney General

04.09.25

Date

Exhibit A, Location Map

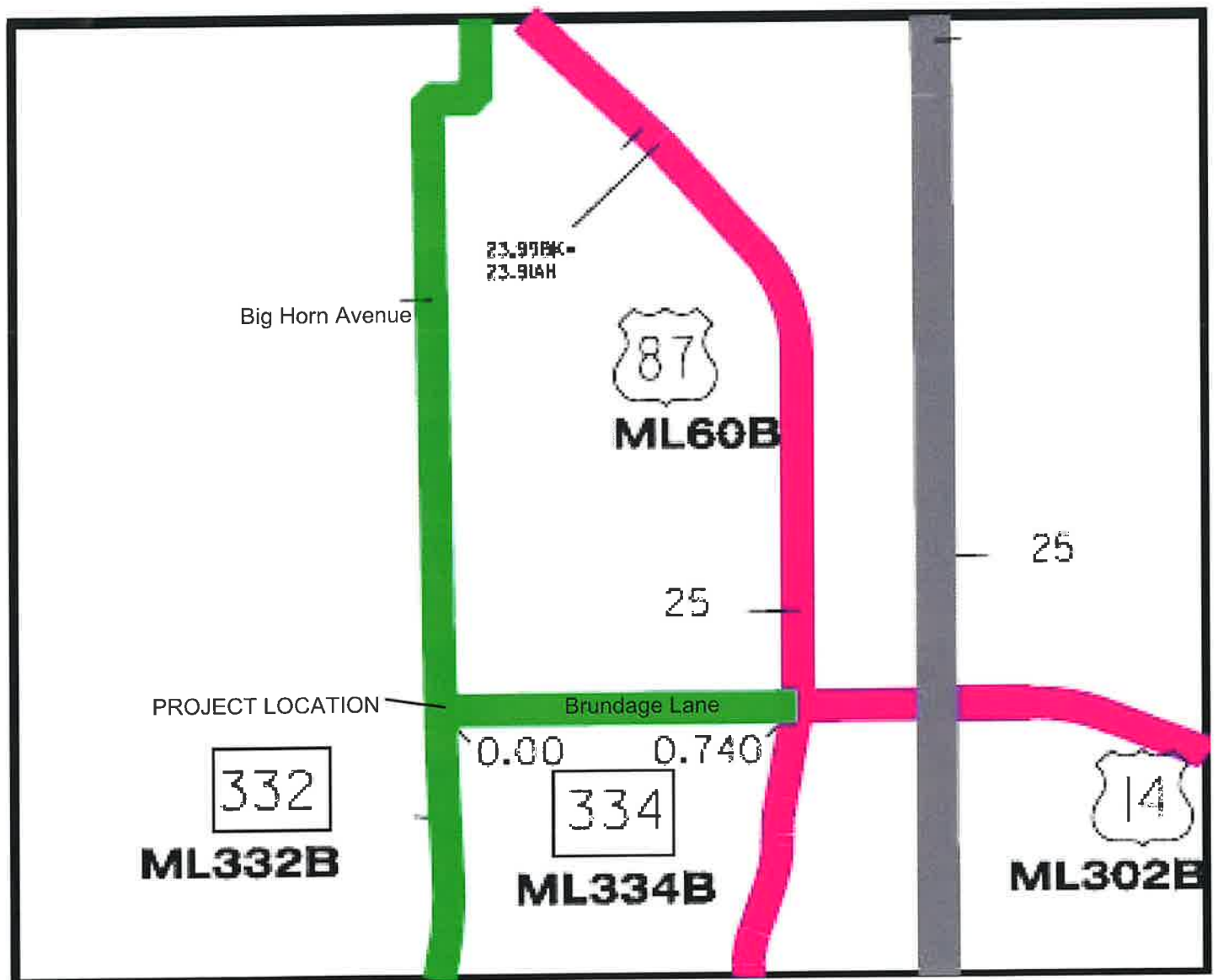


EXHIBIT B

Summary of Project Costs

Federal Project W332003
Brundage Lane/Big Horn Avenue Intersection
Install Traffic Signal and ADA Upgrades
Sheridan County

February 14, 2025

Estimated Project Costs:

<u>Item</u>		<u>Cost</u>
Estimated Construction Costs	=	\$ 950,000.00
Preliminary Engineering (10%)	=	\$ 95,000.00
Construction Engineering (10%)	=	\$ 95,000.00
Total Direct Costs (TDC)	=	\$ 1,140,000.00
Indirect Cost Allocation Plan (ICAP) (11% of TDC)	=	\$ 125,400.00
Total Project Costs	=	\$ 1,265,400.00

Funding Breakdown:

Federal Share (50%):	\$ 632,700.00
The City's Cost Share (50%):	\$ 632,700.00
Total Project Costs:	\$ 1,265,400.00

NOTE: All costs shown are rounded to the nearest even dollar.

The above figures are for estimating purposes only and are subject to revision throughout the life of this Project.

Construction Engineering includes project closeout costs.