



SHERIDAN COUNTY COMMISSION

CHRISTI HASWELL • HOLLY JENNINGS • TOM RINGLEY • NICK SIDDLE • LONNIE WRIGHT

Regular Board Meeting Agenda Sheridan County Courthouse Addition 224 S. Main St, Second Floor Boardroom, #220 Tuesday, February 6, 2024, 9:00 a.m.

1. Call to Order and Pledge.
2. Consent Agenda:
 - a. Ratify Historic Preservation Committee Certified Local Government's Annual Report;
 - b. Ratify Landlord's Estoppel Certificate executed among Arctodus LLC (Grantor); First Bank of Wyoming (Lender); and The County of Sheridan (Landlord);
 - c. Ratify Amendment #7 Operating, Maintenance, and Lease Agreement between Sheridan County Board of Commissioners and the University of Wyoming;
 - d. Ratify Sheridan County License Agreement #240LA with MDU, for overhead installation of powerline construction and poles, at CR#1233 (aka Country Night Club Road); fee \$775.00;
 - e. Official Bond and Oath, E. Robert Gill, Manager, Sheridan County Airport, \$100,000.00, 01/01/2024 – 01/01/2025;
 - f. General County Warrants, January;
 - g. General Airport Warrants, January.
3. Consider Agenda.
4. Announcements.
5. Public Comments on Matters not on the Agenda.
6. Consider Proposed Story Floodplain Remapping Project.
7. Consider Letter of Support for the Tongue River Fire District MRG Grant Application.
8. Consider Assignment of Lease and Assumption Agreement with Consent between Rovar, LLC, and Aero NW, LLC.
9. Consider Lessor's Consent to Sublease between Rovar, LLC, and Aero NW, LLC.
10. Consider Adopting Resolution 24-02-004 Rules and Regulations Governing Leasing County-Owned Property at the Sheridan County Airport.
11. Consider Wyoming Department of Transportation Final Reconnaissance Report for Bridge Replacement Project over BNSF Railway, County Road 140, Sheridan County.
12. Consider Resolution 24-02-005 Vacation of public right-of-way known as a portion of 15th Street between Lot 1 of Block 80 and Lot 2 of Block 81 of the Downer Addition to Sheridan, Wyoming located within Sheridan County, Wyoming.

ADJOURN



Sheridan County Historic Preservation Commission
224 S Main St, Sheridan, WY 82801 – historic.preservation@sheridancountywy.gov

December 29, 2023

Katie Leeper
Historic Preservation Specialist
2301 Central Avenue
Cheyenne, WY 82002
307.777.7566

RE: Sheridan County Historic Preservation Commission Annual Report

Dear Ms. Leeper,

Enclosed, please find the Annual Report Form for the Sheridan County Historic Preservation Commission.

This fiscal year the Sheridan County Historic Preservation Commission (SCHPC) was as busy as ever. Some of the highlights for the year include the listing of the First Congregational Church in the National Register of Historic Places and the completion of the associated CLG grant; completion of the French Pete fieldwork; supporting Sheridan County with their historic jail restoration project, supporting the City of Sheridan with the Kendrick Park Pool House and downtown development; architectural guidelines, and zoning project; guiding the NRHP-listed Sheridan County Fairgrounds in their historic preservation and funding needs; and consulting on cell tower projects. In addition, we had two board members, Carrie Edinger and Kathy Fay, attend Nebraska History’s Commission Assistance and Mentoring Program (CAMP) Training and the board chair, Kristin Campbell, attended the week-long CiViC Leadership retreat, enhancing our ability to support the preservation needs of Sheridan County.

Finally, the SCHPC two members, Christine Varah and Katie Curtiss, renewed their terms and we are excited to continue to have their expertise on our team. We look forward to continuing to support the community’s preservation needs in 2024 and beyond.

Please feel free to contact me if you have any questions.

Sincerely,

Kristin Campbell, Chair
Sheridan County Historic Preservation Commission
kristin.campbell748@gmail.com

WYOMING SHPO -- CLG ANNUAL REPORT FORM 2022 - 23

Due Date: DECEMBER 31, 2023
Report Inclusion Dates: OCTOBER 1, 2022 through SEPTEMBER 30, 2023 (federal fiscal year)
Format: Please use the forms on the following pages to submit annual reports.

Please provide the following information with your Annual Report:

1. Signature page with signatures of all **NEWLY APPOINTED** commission members
2. Historic Preservation Commission Member Profile and Resume for all **NEWLY APPOINTED** commission members if not previously sent to SHPO.
3. An updated list of all staff support and commission members, indicating official titles or positions and current contact information. **Please highlight the Local Government and Board Contacts.**
4. A certified copy of the Certified Local Government's annual budget audit report or an explanation for why it is not being provided.
5. Copies of meeting minutes.
6. Documentation of training.
7. Description of all major accomplishments of the CLG commission during the federal fiscal year (10/1/22 to 9/30/23).

I verify that the information given in the annual report and evaluation documentation is true and accurate to the best of my knowledge.

Zoila Perez
Preparer's Name & Title

12/27/2023
Date

Zoila Perez
Signature

12/27/2023
Date

[Signature]
CLG Chair Signature

12-28-23
Date

Christi Hamel
Chief Elected Local Official Signature

12/28/23
Date

CLG ANNUAL REPORT & EVALUATION DOCUMENTATION

1. MEETINGS

- Meetings are held in accordance with by-laws. Yes No
 - *Each meeting shall be open to the public.*
 - *Minutes from each meeting shall be made available for public access.*
- At least 6 meetings were held during the federal fiscal year. Yes No
- Copies of minutes for all meetings are attached or were previously sent to SHPO. Yes No

2. MEMBERS

- Commission vacancies were filled within 30 days Yes No N/A
- Newly appointed members met federal standards. Yes No N/A
"All Commission members must have a demonstrated interest, competence, or knowledge in historic preservation"- 36 CFR 61.6(e)(2)
- Copies of resumes for newly appointed members are attached. Yes No N/A

3. TRAINING

- Did CLG commission members receive training during the federal fiscal year? Yes No
- Is documentation of training attached? Yes No N/A

4. FUNDING

- Has the CLG received NPS CLG grant funding during the federal fiscal year? Yes No
- If yes, were all programmatic and procedural requirements for the grant project followed? Yes No
- Has the CLG commission received funding from other sources? Yes No

5. NATIONAL REGISTER NOMINATIONS & PUBLIC COMMENT

- Did the CLG commission support or pursue listing properties in the National Register of Historic Places? Yes No
- Did CLG commission review and comment on nominations to the National Register of Historic Places? Yes No
- Did the commission provide a reasonable opportunity for public comment on National Register nominations to their local constituency, including those instances when the CLG is the nominating party for properties within the jurisdiction of the local government? Yes No N/A
- Did the CLG commission implement appropriate procedures for public comment and forward public comments to Yes No N/A

SHPO for properties within its jurisdiction being nominated to the National Register?

- Did the chief elected official of the CLG transmit the report of the local commission regarding National Register nominations for property within the jurisdiction of the certified local government along with his/her recommendation directly to the SHPO? Yes No N/A
- Are copies of the appropriate notification letters, public notices, minutes or other documentation attached? Yes No N/A

6. PROGRAM SUPPORT FROM LOCAL GOVERNMENT

- Does the local government provide the commission with at least a minimum of part time, paid staff assistance? Yes No
- Has the local government provided the commission any of the following? (check all that apply) Yes No
 - operational funding support or assistance
 - use of their equipment, such as:
 - copiers
 - computers
 - office and meeting space
 - supplies, including paper, envelopes, and postage

7. CULTURAL RESOURCES INVENTORY

- During the Fiscal Year being reported, has the CLG commission conducted or supported additional surveys of cultural resources located within the jurisdiction of the CLG? Yes No
- During the Fiscal Year being reported, has the CLG commission gathered information on cultural resources within the jurisdiction of the CLG and advised government officials on historic preservation issues? Yes No
- Does the CLG commission maintain an organized compilation of information on properties that have been surveyed and evaluated within the jurisdiction of the certified local government? Yes No
- Has the local government provided a place to house the local inventory? Yes No N/A

8. PRESERVATION PLANNING

- Did the CLG or its commission take steps to protect properties significant to local residents through local designation? Yes No
- Did the CLG or its commission take any steps intended to protect resources identified in a survey? Yes No
- Did the CLG or its commission take any steps to incorporate historic preservation concepts into local planning? Yes No

initiatives?

- Did the CLG or its commission publicly recognize the significance of properties to attract tourists and other visitors interested in history and preservation? Yes No
- Has the CLG or its commission taken steps toward enacting any local ordinances or resolutions that enhance preservation within the jurisdiction of the local government? Yes No
- Has the CLG enforced appropriate local legislation for the designation and protection of historic properties? Yes No

9. HISTORIC PRESERVATION PROMOTION

- Has the CLG commission served as a liaison with community residents to gain recognition for historic properties? Yes No
- Has the CLG commission provided opportunities for the CLG to pursue a formal role in historic preservation? Yes No
- Has the CLG commission informed people about the benefits of historic preservation, the commission, and its work? Yes No
- Has the CLG commission demonstrated a commitment to and an appreciation of local cultural resources by:
(Check all that apply)

- | | |
|--|--|
| <input checked="" type="checkbox"/> becoming more visible in the community | <input checked="" type="checkbox"/> dispelling myths about preservation |
| <input checked="" type="checkbox"/> promoting historic preservation activities | <input checked="" type="checkbox"/> establishing the credibility and trustworthiness of the commission |
| <input checked="" type="checkbox"/> protection of cultural resources | <input checked="" type="checkbox"/> garnering support and/or enthusiasm for historic preservation |
| <input checked="" type="checkbox"/> improvements in local appearance, the economic climate, or stimulating tourism | |

- Can the CLG commission demonstrate pursuit of sound preservation goals to make preservation an integral part of development and planning process that fits the needs, interests, and goals of local residents? Yes No
- Did the CLG commission sponsor or provide educational opportunities such as: Yes No
 - workshops for its own commission members
 - writing a regular preservation column for its local newspaper
 - any of a variety of activities to promote and support historic preservation, if checked describe below:

The commission helped plan and host the Alliance for Historic Wyoming's Sheridan Unbarred Tour, the commission chair presented on historic preservation to the Big Horn Lions Club, the commission's French Pete project was designed to include the public in participating in an archaeological inventory and metal detecting project.

**NEWLY APPOINTED COMMISSION MEMBER
SIGNATURE PAGE**

We, the undersigned members of the _____ Historic Preservation Commission in _____, Wyoming, have read and are familiar with both the ordinance and bylaws of our commission.

SIGNED:

_____	_____
Name	Date
_____	_____
Name	Date
_____	_____
Name	Date
_____	_____
Name	Date
_____	_____
Name	Date

CLG – Sample Format for 2022 to 2023 Contact List

(Please provide updated Local Government Contact and Board Contact at the top of the updated list and then attach the list board members below their names in the same format, if available. If you have one contact person who can forward Wyoming SHPO CLG announcements to all of your board members—please highlight his/her name.)

Casper, City of: Casper Historic Preservation Commission

Website: http://www.fortcasparwyoming.com/historic_preservation

Local Government Contact

Craig Collins
200 N. David Street
Casper, WY 82601
307-235-7579
ccollins@casperwy.gov

Board Contact

Jeff Bond
2150 West 40th
Casper, WY 82604
307-234-3601
jeff@heinbond.com

Sheridan Historic Preservation	Phone	Email	Address	City, State, Zip	Appt Date	Term Expiration
Kristin Campbell, President	307-763-9009	kristin_campbell748@gmail.com	748 S Thurmond St.	Sheridan, WY 82801	Jul-19	Jun-25
Christine Varah, Treasurer	321-693-2846	cfredri@gmail.com	2038 Pima Drive	Sheridan, WY 82801	Jul-19	Jun-26
Katie Curtiss, Secretary	307-672-2762	kcurtiss@sheridan.edu	227 US Highway 14	Sheridan, WY 82801	Jul-19	Jun-26
Kathleen Fay	303-434-2223	kfaydfid15@aol.com	P.O. Box 457	Story, WY 82842	Jul-22	Jun-25
Carrie Edinger, Vice-Chair	302-673-4702	history@sherdancit.org	563 Lewis St	Sheridan, WY 82801	Aug-20	Jun-24
Christina Haworth	307-461-3663	c.haworth@hotmail.com	33 Cessna Rd.	Sheridan, WY 82801	Jul-21	Jun-24
Ken Heuermann	307-751-1971	back40@bresnan.net	387 Adkins Street	Sheridan, WY 82801	Oct-21	Jun-25
Zoila Perry, CLG Administrator	307-672-8881	zoila@downtownsheridan.org	121 S. Main Street	Sheridan, WY 82801		
Lonnie Wright, County Commissioner	307-751-4864	lwright@sheridancountywy.com	224 S. Main Street, Suite B1	Sheridan, WY 82802		
SCHPC		historic.preservation@sheridancountywy.gov				

CLG 2022-2023 Budget

BUDGET

CLG

Ordinary Income/Expense

Income

General Donations

General Income

CLG Training

Government Support

CLG Grant

Total Income

50.00

6,300.00

4,200.00

10,550.00

Gross Profit

10,550.00

Expense

Meetings & Conferences

Advertising & Marketing

Personnel

Contract Payments

Total Expense

10,450.00

100.00

0.00

10,550.00

Net Ordinary Income

0.00

CLG 2023-2024 Budget

BUDGET
CLG

Ordinary Income/Expense	
Income	
General Donations	
General Income	
CLG Training	
Government Support	10,000.00
CLG Grant	
Total Income	<u>10,000.00</u>
Gross Profit	10,000.00
Expense	
Meetings & Conferences	10,000.00
Advertising & Marketing	
Personnel	
Contract Payments	0.00
Total Expense	<u>10,000.00</u>
Net Ordinary Income	0.00

Sheridan County Historic Preservation Commission
Draft Minutes
October 12, 2022
12:00

Type of Meeting: Regular meeting

Meeting Facilitator: Carrie Edinger.

1. Call to order 12:00.
 - a. Ken Heurmann, Carrie Edinger, Commissioner Lonnie Wright, Kathy Fay, Katie Curtiss, Guest -Judy Slack. Zoila Perry on zoom.
2. Approval of minutes from special meeting held on September 14, 2022.
 - a. Kathy Fay moves to approve the minutes from September 14th as presented. Ken Herumann seconds. **Motion passes.**

Reception of Communication

3. Invitation for the SCHPC board to tour Mount View.
 - a. Still waiting to hear back from Susan on date.
4. VA/Fort Mackenzie expressed interest in the SCHPC for possible help in celebrating their 100th anniversary. The celebration has however, already occurred.
5. Dave McKee
 - a. Wyoming Council for the Humanities funded American Indian Interpreter Program for the fort. Fort Service will fund their portion for two years.

Open business

6. Administrative items to be addressed.
 - a. Email address is getting set up now. Who do we want to receive those emails? Kathy Fay volunteered to receive emails. Katie will check with Kristin as to what ideas she had as to receiving emails.
7. OP Hanna Cabin and other Big Horn preservation projects—Judy Slack. Judy Slack gave a presentation on the Big Horn City Historical Society's efforts to preserve the Big Horn Woman's Club sundial. **Motion** to support Big Horn City Historical Society in their efforts to preserve Big Horn Women' Club sundial. The original top of the sundial will be moved to the Women's Club, with a replica top created on the base. A base will be created for the plow. Motion by Katie Curtiss, second by Christina Hayworth. **Motion passes.**
 - a. Continue discussion of county wide historical designation instead of national designation.
8. Quick recap—Carrie.
 - a. French Pete grant submittal:

The grant is finalized, will coordinate with Lonnie and Kristin for signatures the week of October 17.

- b. First Congregational Church NRHP Nomination Submittal: Will be on the agenda at the next meeting, November 3 at 9 am in Cheyenne or via Zoom.
 - c. Preservation Plan—County received full reimbursement through the CLG grant
9. New Business.
- a. Acme working group—Katie has agreed to join the Acme working group.
 - b. Four potential projects in downtown Sheridan—Christine. Tabled.
 - c. Black history context by Delia Hagen—Kristin. Tabled.
 - d. Potential future NRHP nominations. Tabled.
 - e. John Lewis ranch on Cat Creek. Location? Tabled.
 - f. Business cards. Tabled.
 - g. 548 Sumner Street carriage house preservation options. Tabled.
10. Kendrick pool design has been completed so the SCHPC is no longer involved.
11. Project/Committee Reports.
- a. By-laws update—none.
13. Next meeting is a special meeting on November 9th at noon at the Sheridan County Courthouse.
14. Adjournment: 1:00.

Attest:

Kristin Campbell

Katie Curtiss

President.

Secretary.

Sheridan County Historic Preservation Commission

DRAFT MINUTES

November 9, 2022

12:00

Type of Meeting: Special meeting

Meeting Facilitator: Kristin Campbell

1. Call to order: 12:00 noon.
2. Members present: Kristin Campbell, Carrie Edinger, Katie Curtiss, Christina Hayworth, Ken Huermann, Kathy Fay. Zoom: Zolia Perry and guest Wade Sanner.

Reception of Communication.

Letter from SHPO, and a book from the Parks Department was received with guidelines on flooding. A thank you from Judy Slack was received. No action required.

Open business.

3. Administrative items to be addressed
 - Email address clarification – Kristin Campbell, Christine Varah, Katie Curtiss and Kathy Fay will receive emails. Email addresses need to be updated; Kristin will address this.
4. OP Hanna Cabin and other Big Horn preservation projects. Christina Hayworth and Judy Slack will attend a Woman's Club meeting, hopefully in Nov or Dec. Christina Hayworth will send out an email when a date is established so those who wish to attend can go to the meeting.
5. Quick recap—Kristin.
 - French Pete grant submittal.
 - The grant is finalized, Christine Varah will coordinate with Commissioner Wright, and Kristin Campbell to obtain the needed signatures the week of October 17th. Fort Phil Kearny has withdrawn support for the proposal. Motion by Kathy Fay and second by Ken Huermann for the SCHPC to go ahead with the grant, with revisions. Motion Passes.
 - National Register State Review Board meeting recap.
 - First Congregational Church NRHP Nomination Submittal; with minor edits the Nomination submittal will go forward. No action needed.
 - The Homestead of Stephen George. The period of significance of the property and buildings has been expanded. The Nomination will go forward to the Keeper of the Register. No action needed.

New Business

6. Acme working group—Katie.
 - a. Katie Curtiss has joined the Acme working group.
7. Four potential projects in downtown Sheridan—Christine
 - a. Christine Varah will meet on the Davis and Cannon properties. No action needed.
8. Black history context by Delia Hagen—Kristin.
 - Potential future NRHP nominations within Sheridan County
 - John Lewis ranch on Cat Creek. Location? Katie Curtiss asked Kristin to pass on Jill Morrison's information as she has ranched on Cat Creek.

9. Projects looking for funding/preservation options. No action needed.
 - a. Discussion of Sheridan County Fairgrounds: SCHPC will help connect the fairgrounds with possible grant possibilities to get help to work on buildings and perhaps apply to be on the National Register.
 - b. Discussion of Carriage house at 548 Sumner Street: the owners are interested in stabilizing the carriage house on the property. SCHPC will help them perhaps connect with grant funding opportunities.
 - c. Discussion of Sheridan Ironworks building a gym with an addition for showers.
 - d. Discussion of possible uses for the Paul Bruhn grant.
10. Administrative: items to be addressed at next meeting in the formation of committees.
 - a. Business cards?
 - b. WyoTrack account for the SCHPC.

Project/Committee Reports

11. By-laws update: no report.
12. Next meeting is a special meeting on December 14th at noon at the Sheridan County Courthouse
13. Adjournment: 1:00.

Sheridan County Historic Preservation Commission

Draft Minutes

January 11, 2023

Type of Meeting: Special meeting

Meeting Facilitator: Kristin Campbell

1. Call to order 12:00 p.m.
 - a. **Ken Heuermann, Kristin Campbell, Commissioner Lonnie Wright, & Kathy Fay** in person; Guest: Ashley Snoozy - Sheridan Press. **Katie Curtiss, Wade Sanner, Lori Bratton, Christine Varah, & Zoila Perry** on zoom. 5 Commissioners present, 2 absent; quorum is present.
2. Approval of minutes from special meeting held on November 9, 2022.
 - a. Kathy Fay moves to approve the minutes from November 9th as presented. Ken Heuermann seconds. **Motion passes.**

Reception of Communication

None?

Open business

3. French Pete Grant Award
 - a. Grant documents received from WSHPO and presented for the County's signature which was granted at the County Commissioners' meeting on January 3rd. Christine presented the project at the Wyoming Archeological chapter meeting on January 5th and got an enthusiastic response with positive interest in the volunteer field work needed.
4. Committee formation
 - a. Several ideas for committees were put forward and after discussion it was settled on initially limiting the committees to the following: Project Review, Communications, Grants, Letters of Support, NRHP Nomination Review, and Educational/Public Outreach Events. A brief summary of each and potential member assignments is listed below; they will be on the agenda for next meeting for a vote. The idea is that each committee will meet outside of our normal meeting time as decided by the respective committee and the procedures that they determine. It is likely that some committees will have times of heavier duties and will need the help of additional volunteers. If any revisions to these or if any additional committees are needed, members can be added and are welcomed since we are a small group. This is an ideal way to add volunteers to the group! If the information got anything mixed up, please bring corrections to the next meeting. Carrie had mentioned a local designation committee which is a great idea too. Ken volunteered to help out wherever needed and also mentioned he'd be happy to do site visits as needed to support the various committees.
 - i. Project Review Committee: Potential projects will filter through this to determine the best course of action to address each request and assign further action to other committees/individuals as appropriate. Project tracking table

updates will be done by this group. Potential members: Christine Varah, Carrie Edinger, Kathy Fay

- ii. Communications Committee: Members of this committee will keep tabs on various municipal councils' agendas and plans for relevant projects or concerns. If any come up, they will be brought to the SCHPC (ideally at least 1 week prior to meeting) for agenda inclusion. Examples and potential members include: City of Sheridan (Kathy Fay), Dayton (Christine Varah), Sheridan County Commission (Katie Curtiss w help from Lonnie Wright), Clearmont (Carrie Edinger), and Rancheater (Lonnie Wright).
- iii. Grant Committee: This committee will provide information and help connect projects and interested people to appropriate grant opportunities. Members will provide support in draft submittals and reviews of grants. Potential members: Kristin Campbell, +1, +1.
- iv. Letters of Support Committee: A smaller committee that will be responsible for drafting, reviewing, and mailing all letters of support from the approved SCHPC action. Potential members: Kristin Campbell, Katie Curtiss.
- v. NRHP Nomination Review Committee: Members will review and provide comments to the SCHPC on all non-CLG sponsored NRHP nominations. Once comments are approved by the committee, they will be submitted to the SHPO. Potential members: Kristin Campbell, +1, +1.
- vi. Educational and Public Outreach Events Committee: This committee will plan and track educational and public outreach events for the SCHPC. Members will also lead planning of these events and recruit both SCHPC members and non-member volunteers as needed to support these efforts. Zoila Perry will provide updates on community events and help identify opportunities for the SCHPC. Potential members: +1, +1, Zoila Perry.

5. Processes and Procedures for Projects

- a. See discussion above – the Project Committee will create and document the process and procedures for recommended actions.

6. By-laws update from 4 to 6 times per year

- a. Tentative agreement to change bylaws to reflect 6 regular meetings per year with designation of special meetings for the other 6 meetings each year that we are currently holding. Kristin will send out a survey monkey to see about possible changes to our meeting times—we conflict with SHPOs CLG meetings which are also on the second Wednesday at noon. Changes to be made will be voted on at a future meeting.

Project/Committee Reports

None? Pending committee formation?

New Business

7. Project ideas for CLG Grant application due March 1st

- a. Kathy Fay suggested possible assistance to the Story Women’s Club for the addition of a handicap accessible bathroom. The current building is likely eligible for nomination to NRHP which would be necessary for CLG sponsorship.
- b. The upcoming Main Street Conference is in Boston in March and SCHPC should be able to use some funding from the County to attend this as it would qualify for the CLG grant. Zoila has additional information; we can chat about this at the February meeting but this is time sensitive.
- c. Ashley Snoozy thanked the SCHPC for their time and mentioned that she would be grateful for submissions of approximately 500 words to be included in a rotating Thursday column. Deadline for submissions is Wednesday.

8. Next meeting is a special meeting to be held on February 8th at noon at the Sheridan County Courthouse.

9. Adjournment: 1:10 p.m.

Attest:

Kristin Campbell

Katie Curtiss

President

Secretary

Sheridan County Historic Preservation Commission

Minutes

February 8, 2023

Type of Meeting: Special meeting

Meeting Facilitator: Kristin Campbell

1. Call to order 12:01 p.m.
 - a. **Ken Heuermann, Kristin Campbell, Christine Varah, Christina Haworth, Kathy Fay, Carrie Edinger, Zoila Perry & Commissioner Lonnie Wright** in person; 6 Commissioners present, 1 absent; quorum is present.
2. Agenda was amended by a motion to add a discussion item regarding the Army Corp of Engineers project in Sheridan.
 - a. Minutes from special meeting held on January 11, 2022 was approved by motion.

Reception of Communication

1. Information regarding CAMP training hosted by History Nebraska was received; see agenda item below.
2. Kristin Campbell has been elected to the Board of the Alliance for Historic Wyoming so congratulations to her were offered by all.

Open business

3. Committees

After discussion, a motion was approved to establish committees for the SCHPC based on the previous discussion with the following changes:

- a. Project Review Committee: Potential projects will filter through this to determine the best course of action to address each request and assign further action to other committees/individuals as appropriate. Project tracking table updates will be done by this group. Members: Christine Varah, Carrie Edinger, Kathy Fay
- b. Liaison Committee: Members of this committee will keep tabs on various municipal councils' agendas and plans for relevant projects or concerns. If any come up, they will be brought to the SCHPC (ideally at least 1 week prior to meeting) for agenda inclusion. Examples and potential members include: City of Sheridan (Kathy Fay), Dayton (Christine Varah), Sheridan County Commission (Katie Curtiss w help from Lonnie Wright), Clearmont (Carrie Edinger), and Ranchester (Lonnie Wright).
- c. Grant Committee: This committee will provide information and help connect projects and interested people to appropriate grant opportunities. Members will provide support in draft submittals and reviews of grants. Members: Kristin Campbell, Zoila Perry, +1.

- d. Communications Committee: A smaller committee that will be responsible for drafting, reviewing, and mailing all letters of support from the approved SCHPC action. Members: Kristin Campbell, Katie Curtiss.
- e. NRHP Nomination Review Committee: Members will review and provide comments to the SCHPC on all non-CLG sponsored NRHP nominations. Once comments are approved by the committee, they will be submitted to the SHPO. Members: Kristin Campbell, Christina Haworth, Carrie Edinger.
- f. Educational and Public Outreach Events Committee: This committee will plan and track educational and public outreach events for the SCHPC. Members will also lead planning of these events and recruit both SCHPC members and non-member volunteers as needed to support these efforts. Zoila Perry will provide updates on community events and help identify opportunities for the SCHPC. Members: Kristin Campbell, Zoila Perry, Kathy Fay.

4. By-laws Changes

- a. Discussion among members to add language to the bylaws regarding specific actions for commenting or making recommendations in certain cases as a duty that will always be undertaken. Kristin Campbell will provide draft language to be considered at the March meeting.
- b. The commission voted to amend the by-laws to update regular meetings from 4 times annually to 6 times. With meetings to be held the 2nd Wednesday of each July, September, November, January, March, and May. This change to the by-laws will be submitted following the March meeting.

5. Meeting time change

After survey results were reviewed and discussed a motion to change meeting time to 10:00 am and keep the meeting date on the 2nd Wednesday of each month.

6. Main Street Conference and training

- a. Commission Assistance Mentoring Program training will be held on April 14th in Sydney, NE. There was discussion that attendance at this event would be a better use of funds than attendance at the Main Street Conference in March in Boston by commission members. There will be several representatives of the Sheridan community attending the Boston event so action at the March meeting to approve funds for travel reimbursement for the NE event was recommended.

7. Project/Committee Reports

- a. There are limited ideas for new projects at this time. A project involving the Hans Kleiber property was discussed but time for applying for the spring funds is growing short. No action at this time. SHPO is likely to apply for Paul Brun grant money.
- b. Army Corp of Engineers —tabled until next meeting.

8. Next meeting is a special meeting to be held on March 8th at 10:00 am at the Sheridan County Courthouse.

9. Adjournment: 1:07 p.m.

Attest:

Kristin Campbell

Kathy Fay

President

Acting Secretary

Sheridan County Historic Preservation Commission

Draft Minutes

March 8, 2023

10:00

Type of Meeting: Regular meeting

Meeting Facilitator: Kristin Campbell

1. Call to order: 10 a.m.
Kristin Campbell, Christine Varah, Carrie Edinger, Katie Curtiss, Christina Haworth, Ken Heuermann, Commissioner Wright, Kathy Fay, Zoila Perry via Zoom. Guest Dr. Levi Keach.
2. Approval of minutes from meeting held on February 8, 2023
Motion: Christine Hayworth moves and Christina Varah seconds approval of the minutes. **Motion passes.**

Reception of Communication: Park Service booklet.

New business

7. Historic concrete channel in Downtown Sheridan overview and potential mitigation solutions presented by Dr. Levi Keach, archaeologist for the USACE.
 - a. SCHP will participate in the MOA.
 - b. A project committee will be established to participate in the MOA and attend meetings, Kristin Campbell would like to head up this committee.
8. Sheridan Press historic preservation column.
 - a. Kristin Campbell will communicate with the press that at this point in time the SCHPC can not commit to a specific rotation for a column but would like to remain open to future columns as pertinent projects arise. Additionally, Kristin will ask the Press to define the parameters for the columns.

Open business

3. Project ideas for CLG Grant application due March 15th
 - a. Nebraska History CLG training. Carrie Edinger and Kathy Fay would like to attend this training. They will look into a possible CLG Grant application. The SCHPC included support for training in their original budget grant so those funds could be used to support attending the training in Nebraska. If a vote is needed it will be done via email.
 - b. Hans Kleiber. At present the property is not ready for prime time.
4. By-laws update.
 - a. Approve verbiage regarding project selection.

Project Selection

A) The Commission will provide comment and/or participate in all project's brought to the Commission under the auspices of federal, state, or local regulatory compliance.

B) Projects brought to the Commission by individuals and/or private institutions or municipal entities will be considered by the Commission based on the proposed project's alignment with the Commission's mission, vision, and preservation plan; the Commission's resource capabilities and capacity; and feasibility of the project. Those properties and/or buildings deemed most at risk will be given priority.

Motion by Katie Curtiss, seconded by Kathy Fay to include the above in the bylaws. Motion passes.

Project/Committee Reports

Grants Committee–Wyoming Cultural Trust Fund grant update. French Pete project is a go! Thanks to all for the hard work on this Grant.

9. Next meeting is a regular meeting on Special Meeting held on April 12th at 10:00 am at the Sheridan County Courthouse
10. Adjournment 1:15

Attest:

Kristin Campbell

President

Katie Curtiss

Acting Secretary

Sheridan County Historic Preservation Commission

Draft Minutes

April 12, 2023

10:00

Type of Meeting: Regular meeting

Meeting Facilitator: Kristin Campbell

1. Call to order 10:00
Present: Kristin Campbell, Christine Varah, Carrie Edinger, Katie Curtiss, Christina Haworth, Kathy Fay. Guest Vickie Taylor.
2. Approval of minutes from meeting held on March 8, 2023. **Motion:** Kathy Fay moves and Christina Haworth seconds to approve minutes, with corrections to by-laws. **Motion passes unanimously.**

Reception of Communication

- Email forwarded from SHPO regarding a concern about the demolition of the building next to the Eagles, thinking it was in the Historic District. Discussion: how can we communicate more effectively with City Council and Sheridan County Zoning and Planning to be more aware of which buildings are facing demolition. Kathy Fay will investigate demolition ordinances.
- Alliance of Historic Wyoming reached out to see if we needed assistance about the planned Cook Building demolition.
- Ashleigh Snoozy—Sheridan Press column requirements include 500 words. Submit Wed at noon for Thursday print.
- Katie Leeper is the new SHPO CLG coordinator with the Wyoming State Historic Preservation Office.

Guest: Vickie Taylor. Ms. Taylor had questions about the French Pete grant which were answered, as well as letting her know that if she has further questions, she is welcome to communicate with the Commission.

New business

7. Preservation month—May. HPC will partner with DSA to highlight the First Congregational Church.
8. Budget. The Commission will be requesting \$10,000 for a budget.

Open business

3. Zoila update on the Mainstreet America conference. Zoila was unable to attend the meeting.
4. Nebraska History CLG training. The County Commissioners have given good support for Ms. Fay and Ms. Edinger to attend the session.
5. Updates
 - a. Acme planning meeting update. Katie will attend meetings.
 - b. Rotary Park community meeting update
 - c. By-laws update. The bylaws need to be updated to reflect 9 regular meetings, and the ability to include regular business for special meetings.
 - d. French Pete update: Schedule is moving ahead.
 - e. MOA development/consultation with USACE for the historic concrete channel in downtown Sheridan. No update. Kristin is the point of contact.

Project/Committee Reports

None

9. Next meeting is a special meeting held on May 10th at 10:00 am at the Sheridan County Courthouse
Adjournment 11:10.

Attest:

Kristin Campbell

Katie Curtiss

President

Secretary

Sheridan County Historic Preservation Commission

Draft Minutes

May 10, 2023

10:00

Type of Meeting: Regular meeting

Meeting Facilitator: Kristin Campbell

1. Call to order 10:02
Present: Kristin Campbell, Christine Varah, Carrie Edinger, Katie Curtiss, Christina Haworth, Kathy Fay, Ken Heuerman, Commissioner Lonnie Wright, Zoila Perry.
2. Approval of minutes. **Motion:** Ken Heuerman moves and Christina Haworth seconds to approve the minutes of April 12, 2030. Passes unanimously.

Reception of Communication:

1. Discussion with Katie Leeper SHPO CLG coordinator with the Wyoming State Historic Preservation office. SCHPC renewed dues with the Alliance for Historic Wyoming. Ms Leeper would like to broaden the relationship SHPO has with local CLG's with possible state-wide meetings, seminars, conferences and programs with trainings tailored to Wyoming.
2. Judy Slack communicated that the Bozeman Trail Museum will open on May 21st.

New business

1. Review and discussion of Wyoming Open Meeting Laws and SCHPC procedures.
 - Discussion of complying with Wyoming open law meeting procedures. Kristin will visit with Skye as to publishing the minutes; a paper copy of the minutes is always given to Sky, which is available to the public. Kristin will visit with Klint about ways to publish the agenda and minutes from 2023. An update to the bylaws will include meeting the 2nd Wed of the month; if need be we can cancel a meeting. update by laws to meet 2nd Wed, then we can cancel rather than schedule a special meeting.
 - As updates are made to comply with Open Meeting Laws, and revisions to the Bylaws are made, they will be brought before the board for a vote.
2. Nebraska History CLG training overview: Kathy and Carrie found the meetings extremely worthwhile. They will provide the web site containing tools and resource and share the power points from the presentations they provided in the drop box. They felt that membership in the National Alliance of Historic Preservation Commissions is well worth it.
3. Ordinance discussion – we should stay away from ordinances, instead foster relationships with city and county so we can know about possible demolition of buildings. We will invite the new Community Development Director to our meeting.
4. Comments on proposals for historic jail. Comments on proposals for the historic jail were forwarded to Renee Obemueller.

Open business

- 5. Preservation month—May
 - a. First Congregational Church listing celebration.
- 6. Zoila update on the Mainstreet America conference. The conference was excellent and very informative. Zoila will send out information on Preservation Month Celebration, press releases and the reception.
- 7. Updates
 - a. Acme planning meeting update?--Katie
 - b. French Pete update—Christine. Pushed back a week for the field site to the 18th and 19th of May.
 - c. MOA development/consultation with USACE for the historic concrete channel in downtown Sheridan
 - i. No updates

Project/Committee Reports

None

- 7. Next meeting is a special meeting held on June 14th at 10:00 am at the Sheridan County Courthouse. We will be in the BOCC Board Room.
 - a. For next meeting let's brainstorm some ideas and a plan to strategize for upcoming grant submittals.

Adjournment: 1:08

Attest:

Kristin Campbell

Katie Curtiss

President

Secretary

Sheridan County Historic Preservation Commission

Draft Minutes

June 14, 2023

10:00

Type of Meeting: Regular meeting.

Meeting Facilitator: Kristin Campbell, Carrie Edinger, Katie Curtiss, Ken Heuerman

1. Call to order: 10:01 Present: Kristin Campbell, Carrie Edinger, Katie Curtiss, Kathy Fay, Ken Heuerman.
2. Guests: Kevin Knapp, Vickie Taylor,
3. Approval of minutes from meeting held on June 14, 2023. Kathy Fay moves and Carrie Edinger seconds. **Motion** passes.

Reception of Communication.

3. Reappointment to the Sheridan County Historic Preservation Commission of Katie Curtiss and Christine Varah.

New business:

Guests: Vickie Taylor asked for a review of the French Pete grant and progress. Summary: the field work has been completed and is now in analysis with additional research and resources to be included in report. Upon completion, the report of the analysis and resources will be submitted to the Historic Preservation Commission. Kevin Knapp, History Program Manager for the Sheridan County Land Trust dropped by to introduce himself.

1. Vote on board positions. Slate of officers: Kristin Campbell Chair, Vice Chair Carrie Edinger, Treasurer Kathy Fay, Secretary Katie Curtiss. Kathy Fay moves and Ken Heuermann seconds to accept slate of officers.

Motion passes.

2. The MOU between the County and DSA was reviewed. DSA will act in a purely administrative role and DSA will provide administrative support. Kathy Fay moves and Ken Heuermann seconds to continue to operate the MOU signed 4/2/2019. **Motion passes.**

3. Acme Power Plant Meeting—Katie. Currently asbestos is being removed. Meetings include discussion of building reuse, possible fundraising, and future ownership of the site.

Open business

3. Guidelines and Procedures committee development work will occur in the fall.
4. Webpage updates—Kathy Fay.
5. Data storage solutions—Christine will report at a later date.
6. Little Goose Chutes project—Kristin
7. Aug 5th tour - The Alliance for Historic Wyoming Unbard tour.

Next meeting is a regular meeting held on August 9th at 10:00 am at the Sheridan County Courthouse. We are scheduled for room 210. Let's keep brainstorming some ideas and a plan to strategize for upcoming grant submittals this fall.

Adjourn 11:08.

Attest:

Kristin Campbell

President

Katie Curtiss

Secretary

Sheridan County Historic Preservation Commission

Draft Minutes

June 14, 2023

10:00

Type of Meeting: Regular meeting

Meeting Facilitator: Kristin Campbell

1. Call to order 10:05
Present: Kristin Campbell, Christine Varah, Carrie Edinger, Kathy Fay, Ken Heuerman, Commissioner Lonnie Wright, Zoila Perry.
2. Approval of minutes. **Motion:** Carrie Edinger moves and Ken Heuerman seconds to approve the minutes of May 10, 2023. Passes unanimously.

Reception of Communication:

1. SHPO has recently sent out numerous links to online training sessions, webinars and activities for Historic Preservation Month. These links are great opportunities for everyone to take advantage of and represent a welcome enhancement of outreach by Ms. Leeper of the SHPO.

New business

1. Guidelines and Procedures will be developed as a document instead of a bylaws update as initially contemplated. Discussion indicated that the bylaws are acceptable as currently written. Kristin to research and present at next meeting. **Motion:** Kristin Campbell moves and Ken Heuerman seconds to rescind previous motion to revise bylaws. Passes unanimously.
2. Webpage will likely be revised with pending County upgrades to the website. Kathy to review website and suggest changes or additions. Christine to review data storage needs to be communicated to the County

Open business

1. Wyoming Open Meeting Law and SCHPC procedures were discussed as a follow-up to the New Business discussion above. Kristin had a meeting with the County Attorney, who apologized for not including the SCHPC members in a recent training regarding this topic. Kristin has a thumb drive with the training on it and made it available to any member who would like to see it. The guidelines and procedures document discussed above should be sufficient to document how projects will be evaluated and selected for support and participation by the SCHPC. The County is the custodian of the meeting minutes and all documents and data generated by the SCHPC and public access is available but is somewhat cumbersome.
2. After last month's update on the Nebraska training that Carrie and Kathy attended, there was discussion about joining the National Alliance of Historic Preservation Commissions. Dues are \$100/year. **Motion:** Christine Varah moves and Kathy Fay seconds to join the NAHPC using funds on deposit at DSA. Passes unanimously

Project/Committee Reports

1. French Pete: Christine provided an update; field work completed with support from the Wyoming Archeological Society, 5 volunteers plus a couple of commission members and landowners. Artifacts collected will be housed at the University of Wyoming Artifact Repository. Report will be provided by contractor and distributed when available (likely late fall or early winter).
2. Historic Sheridan County Jail rehabilitation: Site visit was completed with MOA (contractor), county staff, and Kristin, Katie, and Kathy. Kickoff meeting/discussion provided some clarification for direction and report should be provided by end of summer.
3. Elias Thurmond Cabin: Carol Willis (ancestor) will get together with Kristin to discuss plans.
4. Sheridan First Congregational Church celebration: NRHP listing open house and reception was a success with approximately 40-45 people attending.
5. Communications Committee: Bighorn Museum poster contest had 4 kids submitting material with 1 submitting 2 entries. Letter thanking all for participating were given along with copies of maps and postcard book.

Notes

7. Next meeting is a regular meeting held on July 12th at 10:00 am at the Sheridan County Courthouse. We will be in the BOCC Board Room.

Adjournment: 11:06

Attest:

Kristin Campbell

Kathy Fay

President

acting for Secretary

Sheridan County Historic Preservation Commission
Meeting Agenda

August 9, 2023

10:00

Type of Meeting: Regular meeting

Meeting Facilitator: Kristin Campbell

1. Call to order: 10:00 Present: Kristin Campbell, Kathy Fay, Ken Heuerman, Christina Haworth, and Lonnie Wright
2. Approval of minutes from meeting held on July 12, 2023. Christina Haworth moves and Ken Heuerman seconds. **Motion** passes.

Reception of Communication

3. CLG Newsletter

New business

4. Discussed concern in uptick of demolition and potential avenues that the preservation commission. It was decided that the best place to begin is through the County. Kristin Campbell will invite County Planner, Mark Reid, to an upcoming meeting so the commission can better understand County zoning, planning, and the processes required to build and/or demolish buildings in the county.
5. Fall grant submittals: Reminder to keep in mind upcoming fall CLG grant opportunity.

Next meeting will be a regular meeting to be held on September 13th at 10:00 am at the Sheridan County Courthouse. We are schedule for room 210.

Attest

Kristin Campbell

President

Katie Curtiss

Secretary

Sheridan County Historic Preservation Commission

Final Minutes

September 13, 2023

10:00

Type of Meeting: Regular meeting

Meeting Facilitator: Kristin Campbell

1. Call to order: 10:00
2. Members present: Kristin Campbell, Kathy Fay, Ken Heuerman, Christine Varah, Christina Haworth, Lonnie Wright, Zoila Perry.
3. Approval of minutes from meeting held on August 9, 2023. Kathy Fay moves, Ken Heuerman seconds.
Motion passes.

Reception of Communication.

4. National Alliance of Preservation Commissions virtual summer course.
5. The Sheridan Fairgrounds executive director reached out looking for funding options; she is concerned about historic buildings at the Fairground. The commission recommended that she develop a feasibility study with priorities.

New business

6. Acme Special Use District meeting follow up. Katie Curtiss will continue to attend meeting and will determine if there are opportunities in areas of concern where we can help the Board.
7. City of Sheridan's Downtown Development District Zoning & Architectural Standards project. A letter of support has been sent, letting them know we are available as a resource. If there are guidelines the CLG will review them. When we find out a timeline, we will invite Hans Mercer and Ayer to our meeting. We will emphasize that we would like to be a resource.
8. County Planner Mark Reid will attend our next meeting.

Open business

3. Fall grant submittals.
4. The Webpage has been updated.
5. Data storage solutions are still being investigated.

Project/Committee Reports:

The Sheridan County Courthouse report has been submitted.

The next meeting is a regular meeting and will be held Oct 11th at 10:00 am at the Sheridan County Courthouse, room 210.

Attest:

Kristin Campbell
President

Katie Curtiss
Secretary



CAMP Sidney, NE
April 14, 2023

9:00-9:15

Welcome and Introduction

9:15-10:15

Legal Basics: A fundamental background of preservation law as it relates to local preservation commissions: local ordinance, local codes, and federal and state laws. *Rory Hays*

10:15-11:15

Standards and Guidelines for Design Review: Reviewing the Federal Standards and Guidelines and learning to apply them to real world cases. *Michelle McCullough*

11:15-11:30

Break

11:30-12:30

Design Review Exercise: Participants will practice design review with a simplified application and set of design guidelines. *Abbey Christman*

12:30-1:15

Lunch Break

1:15-2:15

Meeting Procedures and the Role of the Commissioner: Best practices and preparation strategies for before, during, and after a public hearing. *Rory Hays*

2:15-3:15

Enforcement and Violations: You've passed a historic preservation ordinance and developed design guidelines, but how do you enforce them? What is your process for reviewing work that has already been completed? Discuss the challenges of enforcement and methods to address them. *Abbey Christman*

3:15-3:30

Break

3:30-4:30

Community Outreach: How you run your program can go a long way in bolstering the image of your design review board and preservation in general. Learn a few tips to managing a consistent and user-friendly process and explore ways to provide public outreach and garner public input. *Michelle McCullough*

4:30-4:45

Wrap-up

National Alliance of Preservation Commissions

PO Box 1011, Virginia Beach, VA 23451

(757) 802-4141 | director@napcommissions.org | www.napcommissions.org

"Building strong local preservation programs through education, advocacy, and training."

2.b.

RECORDATION REQUESTED BY:
First Bank of Wyoming, Division of Glacier Bank
Sheridan Branch
460 East Brundage Lane
Sheridan, WY 82801

WHEN RECORDED MAIL TO:
First Bank of Wyoming, Division of Glacier Bank
Home Office
245 East 1st Street
Powell, WY 82435

FOR RECORDER'S USE ONLY

LANDLORD'S ESTOPPEL CERTIFICATE



THIS LANDLORD'S ESTOPPEL CERTIFICATE dated January 17, 2024, is made and executed among ARCTODUS LLC, a Wyoming limited liability company ("Grantor"); First Bank of Wyoming, Division of Glacier Bank; Sheridan Branch; 460 East Brundage Lane; Sheridan, WY 82801 ("Lender"); and The County of Sheridan, State of Wyoming; 908 W. Brundage Lane; Sheridan, WY 82801 ("Landlord").

Grantor and Lender have entered into, or are about to enter into, a financial transaction whereby Lender has acquired or will acquire a security interest or other lien on Grantor's leasehold interest in the Property described below.

To induce Lender to extend one or more loans or other financial accommodations to Grantor against such security interest in the Property and for other valuable consideration, with knowledge that Lender is relying thereon, Landlord and Grantor hereby agree with Lender as follows:

THE LEASE. Landlord has leased the Property to Grantor pursuant to a lease (the "Lease") dated May 1, 2019, which was recorded as follows: Document No. 2019-749625 recorded on April 30, 2019 in Book 580 on Pages 317-325 in Sheridan, County, State of Wyoming. The following information is a summary of the basic terms and conditions of the Lease: Sheridan County Airport Business Park Lease Agreement dated April 16, 2019 between The County of Sheridan, State of Wyoming and Flying Hammer Holdings, LLC, and amended by an Agreement for Lease and Option to Purchase dated October 3, 2023 between Flying Hammer Holdings, LLC and Arctodus, LLC, as assignee of Wyoming Welding and Machine, LLC and now assigned by an Assignment of Lease dated January 17, 2024 between Flying Hammer Holdings, LLC, as Assignor and Arctodus, LLC, as Assignee. Lessee shall pay to County \$622.25 per month.

REAL PROPERTY DESCRIPTION. The Lease covers the following described real property, together with all improvements thereon (the "Real Property") located in SHERIDAN County, State of Wyoming:

See EXHIBIT A, which is attached to this Certificate and made a part of this Certificate as if fully set forth herein.

The Real Property or its address is commonly known as 772 AIRFIELD LANE, SHERIDAN, WY 82801. The Real Property tax identification number is R0002685.

ESTOPPEL. Landlord and Grantor hereby jointly and severally represent and warrant to Lender that:

Lease in Effect. The Lease (i) has been duly executed and accepted by Landlord and Grantor, (ii) is in full force and effect, and (iii) has not been modified or changed, either in writing or orally, except as reflected in the copy of the Lease provided to Lender.

No Default. As of the date of this Certificate, (i) all conditions and obligations to be performed by either Landlord or Grantor under the Lease, to the date hereof, have been satisfied; (ii) there exists no breach, default, or event or condition which, the giving of notice or the passage of time, or both, would constitute such a breach or default under the Lease; and (iii) there are no existing claims, defenses or offsets against obligations of either Landlord or Grantor under the Lease, including any against rents due or to become due under the terms of the Lease.

Entire Agreement. The Lease constitutes the entire agreement between Landlord and Grantor with respect to the Lease of the Property.

No Prepaid Rent. No deposits or prepayments of rent have been made in connection with the Lease, except as may be described above in the summary description of the Lease.

AGREEMENTS. Landlord and Grantor hereby jointly and severally agree with Lender that, during all such times as Lender is the beneficiary of the security interest in the Property described above:

Modification, Termination and Cancellation. Landlord and Grantor will not consent to any modification, termination or cancellation of the Lease unless Lender first consents thereto in writing.

Notice of Default. Landlord will notify Lender in writing concurrently with any notice given to Grantor of any breach or default on the part of Grantor under the Lease, and Landlord agrees that Lender shall have the right (but not the obligation) to cure any breach or default specified in such notice within the time periods set forth below and Landlord will not declare a default of the Lease, if Lender cures such default within thirty (30) days from and after expiration of the time period provided in the Lease for the cure thereof by Grantor; provided, however, that if such default cannot with diligence be cured by Lender within such thirty (30) day period, the commencement of action by Lender within such thirty (30) day period to remedy the same shall be deemed sufficient so long as Lender pursues such cure with diligence.

MISCELLANEOUS PROVISIONS. This Certificate shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Certificate. This Certificate shall be governed by and construed in accordance with the laws of the State of Wyoming. If Landlord is other than an individual, any agent or other person executing this Certificate on behalf of Landlord represents and warrants to Lender that he or she has full power and authority to execute this Certificate on Landlord's behalf. Lender shall not be deemed to have waived any rights under this Certificate unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Certificate shall not constitute a waiver of or prejudice Lender's right otherwise to demand strict compliance with that provision or any other provision.

GRANTOR AND LANDLORD EACH ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS LANDLORD'S ESTOPPEL CERTIFICATE, AND EACH AGREES TO ITS TERMS. THIS CERTIFICATE IS DATED JANUARY 17, 2024.

LANDLORD'S ESTOPPEL CERTIFICATE
(Continued)

GRANTOR:

ARCTODUS LLC

By: [Signature] 1-17-24
DANIEL MARCUS JOHLMAN, Member of ARCTODUS LLC Date

LANDLORD:

THE COUNTY OF SHERIDAN, STATE OF WYOMING

By: _____
Signature for The County of Sheridan, State of Wyoming Date

LENDER:

FIRST BANK OF WYOMING, DIVISION OF GLACIER BANK

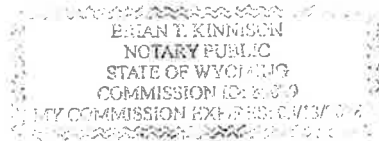
X [Signature] 1/17/24
John Dick, Loan Officer Date

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of WY

County of Sheridan

This instrument was acknowledged before me on 1-17-24 (date) by DANIEL MARCUS JOHLMAN, Member of ARCTODUS LLC.



[Signature]
(Notarial Signature)

My commission expires: 5-31-26

GOVERNMENT ACKNOWLEDGMENT

State of _____

County of _____

This instrument was acknowledged before me on _____ (date) by _____

(Notarial Signature)

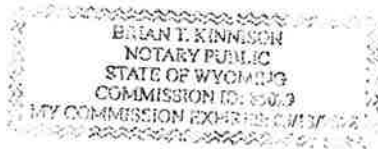
My commission expires: _____

LENDER ACKNOWLEDGMENT

State of WY

County of Shoshone

This instrument was acknowledged before me on 1-17-24 (date) by John Dick as Loan Officer of First Bank of Wyoming, Division of Glacier Bank.



[Signature]
(Notarial Signature)

My commission expires: 5-13-26

EXHIBIT A

The Land referred to herein below is situated in the County of Sheridan, State of Wyoming, and is described as follows:

A tract of land situated in the SE¹/₄NW¹/₄ of Section 3, Township 55 North, Range 84 West, 6th P.M., Sheridan County, Wyoming; said tract being more particularly described as follows: Commencing at the northwest corner of said Section 3; thence S43°02'08"E, 2166.26 feet to the point of beginning of the herein described tract; thence N89°20'15"E, 224.97 feet along the south right of way line of Airfield Lane to a point, said point being the northwest corner of a tract of land described in Book 364 of Deeds, Page 340; thence S02°03'45"E, 281.00 feet along the west line of said tract to the southwest corner of said tract, said point lying on the northeasterly right of way line of West Brundage Lane; thence N40°11'40"W, 364.22 feet along said northeasterly right of way line to the Point of Beginning of said tract.

AMENDMENT #7
OPERATING, MAINTENANCE, AND LEASE AGREEMENT
BETWEEN
SHERIDAN COUNTY BOARD OF COMMISSIONERS
AND THE
UNIVERSITY OF WYOMING

THIS AMENDMENT by and between the SHERIDAN COUNTY BOARD OF COMMISSIONERS, (“LESSOR”) and the UNIVERSITY OF WYOMING (“LESSEE”), though signed at a later date, shall be effective January 3, 2024;

WHEREAS, the parties entered into an OPERATING, MAINTENANCE AND LEASE AGREEMENT Between the Sheridan County Board of Commissioners and the University of Wyoming, (“Agreement”) on February 1, 2015, and Amendment No. 1 terminated on July 1, 2019; and Amendment No. 2 terminated on January 2, 2020; and Amendment No. 3 terminated on January 2, 2021; and Amendment No. 4 terminated on January 2, 2022; and Amendment No. 5 terminated on January 2, 2023; and Amendment No. 6 will terminate on January 2, 2024

WHEREAS, the parties, by mutual agreement, wish to amend said Agreement and have hereto set forth this amendment;

NOW, THEREFORE, IT IS AGREED as follows, that:

I.

Section 4. TERM shall be deleted in its entirety and replaced with the following:

This Agreement shall commence January 3, 2024 and shall terminate on June 30, 2024, unless sooner terminated by as provided herein. The Parties agree that if Lessee is unable or unwilling to operate the facility as a business incubator, (defined as: a facility to promote, support and encourage the successful development and growth of start-up, early-state companies) then Lessee shall notify Lessor in writing and this Agreement shall cease and Lessee shall have no further obligation under this Agreement and shall cause the Premises to be immediately vacated.

Lessee shall vacate the Premises on the date this Agreement terminates unless Lessor consents to Lessee remaining in possession after the termination date. If Lessee intends to remain in possession after the termination date with Lessor’s consent, the term of this Agreement shall be extended upon mutual written agreement between Lessee and Lessor. Either party may terminate this agreement at any time during any extended term by giving 30 days written notice to the other party that this Agreement has terminated.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]


AMENDMENT #7
OPERATING, MAINTENANCE, AND LEASE AGREEMENT
BETWEEN
SHERIDAN COUNTY BOARD OF COMMISSIONERS
AND THE
UNIVERSITY OF WYOMING


II.

All other terms of the Agreement entered into between the parties, dated February 1, 2015, shall remain in full force and effect, and the provisions of this AMENDMENT # 7 are hereby incorporated therein.

**BOARD OF COUNTY COMMISSIONERS,
SHERIDAN WYOMING**

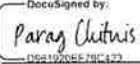
UNIVERSITY OF WYOMING

 1/22/24
Christi Haswell, Chairwoman Date
Nick Siddle, Chairman

By:  1/18/2024
William Mai Date
Vice President for Campus Operations

ATTEST: _

 1/22/24
County Clerk & Recorder Date

 1/18/2024
Dr. Parag Chitnis Date
Vice President for Research and
Economic Development

Certificate Of Completion

Envelope Id: 3D0F2E4FCD734C5B8BDCA19BA7C08127
Subject: University of Wyoming Services Contract Signature Request 26701-SCBC
Source Envelope:
Document Pages: 2 Signatures: 2
Certificate Pages: 5 Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Status: Completed

Envelope Originator:
Jordan Ditty-Suggs
100 Phoenix Drive Suite 111
Ann Arbor, MI 48108
jdittysu@uwyo.edu
IP Address: 147.154.103.81

Record Tracking

Status: Original
1/18/2024 11:11:27 AM

Holder: Jordan Ditty-Suggs
jdittysu@uwyo.edu

Location: DocuSign

Signer Events

William Mai
william.mai@uwyo.edu
Vice President for Administration
University of Wyoming
Security Level: Email, Account Authentication
(None)

Signature



Signature Adoption: Pre-selected Style
Using IP Address: 129.72.115.143

Timestamp

Sent: 1/18/2024 11:14:33 AM
Viewed: 1/18/2024 11:29:38 AM
Signed: 1/18/2024 11:29:54 AM

Electronic Record and Signature Disclosure:
Accepted: 1/18/2024 11:29:38 AM
ID: a83f6bf3-fb4c-4fc0-b9af-28e01f0f47d3

Parag Chitnis
pchitnis@uwyo.edu
Vice President of Research and Econ Dev
X
Security Level: Email, Account Authentication
(None)



Signature Adoption: Pre-selected Style
Using IP Address: 129.72.164.235

Sent: 1/18/2024 11:29:55 AM
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Signed: 1/18/2024 1:26:43 PM

Electronic Record and Signature Disclosure:
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ID: 7b79d9f7-659b-4e99-98dd-2f5704c568e4

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Arron Sullivent
asullive@uwyo.edu
Security Level: Email, Account Authentication
(None)



Sent: 1/18/2024 1:26:45 PM
Viewed: 1/18/2024 1:27:08 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Carbon Copy Events

Stephen Green
sgreen1@uwyo.edu
University of Wyoming
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Status

COPIED

Timestamp

Sent: 1/18/2024 1:26:45 PM

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent
Certified Delivered
Signing Complete
Completed

Hashed/Encrypted
Security Checked
Security Checked
Security Checked

1/18/2024 11:14:33 AM
1/18/2024 1:26:31 PM
1/18/2024 1:26:43 PM
1/18/2024 1:26:45 PM

Payment Events**Status****Timestamps**

Electronic Record and Signature Disclosure

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To contact us by email send messages to: afrasier@uwyo.edu

To advise University of Wyoming of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at afrasier@uwyo.edu and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

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To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to afrasier@uwyo.edu and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify University of Wyoming as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by University of Wyoming during the course of my relationship with you.

SHERIDAN COUNTY LICENSE AGREEMENT

Submit to: Public Works Department, 224 S. Main Street, Suite 428, Sheridan, WY 82801; (307) 674-2920

License requested for County Road Country Night Club Rd

Mile Post ^{Decker Rd / State HWY 338} MP: 4.56 Township/Range/Section T57N R84W Sec 27, NWNW & T57N R84W Sec 22, S2SW

GPS Coordinates _____

Type of installation proposed Overhead Power Line Construction, Adding 3 Poles in ROW - Crossing Clearance of 21ft min

SKETCH (or attach separately)

See Attached: Exhibit "A"

INSPECTION FEE SCHEDULE

Select the type of installation you will be making

- Open Trench Installation/Repair, perpendicular to roadway centerline: \$600.00 plus \$6.00 per foot
Compaction test under roadway required.
- Open Trench Installation/Repair, parallel to roadway centerline: \$600.00 plus \$2.40 per foot
Compaction test under roadway required.
- Plowed type installation: \$600.00 plus \$0.25 per foot.
- Overhead install with poles or structures in County ROW: \$600.00 plus \$0.25 per foot
- Overhead install without poles or structures in County ROW: \$150.00 plus \$0.25 per foot
- Bored crossing: \$150.00 plus \$0.25 per foot of installation/repair.

Additional inspection fees may apply.

\$ 600.00 Fee for type of installation
 + \$ 175.00 (\$ 0.25 per foot x 700 feet)
 \$ 775.00 Total Fee

Exceptions

- a. Service for utilities for individual residences may be exempt from charges, however, an application with a waiver request (including name & address of the individual) must be filed with the Public works department.
 - b. For joint trench installation, only one fee will be charged. All utilities using the joint trench shall be listed on the application.
 - c. For repair work, the fee may be charged only when work disturbs roadway surface.
- If an exception is desired, applicant shall submit a request in writing to the public works department. The department shall make a recommendation to the Board of County Commissioners, who shall take action to accept, reject, or modify the proposed exception.*

AGREEMENT

I, the undersigned applicant, request a Sheridan County License Agreement to construct the aforementioned installation at the above location, subject to the terms of Sheridan County Master License Agreement No. M08-03 entered with Sheridan County.

Company Montana-Dakota Utilities Co. Rep. Name Chris Lawler Title Elec. Superintendent

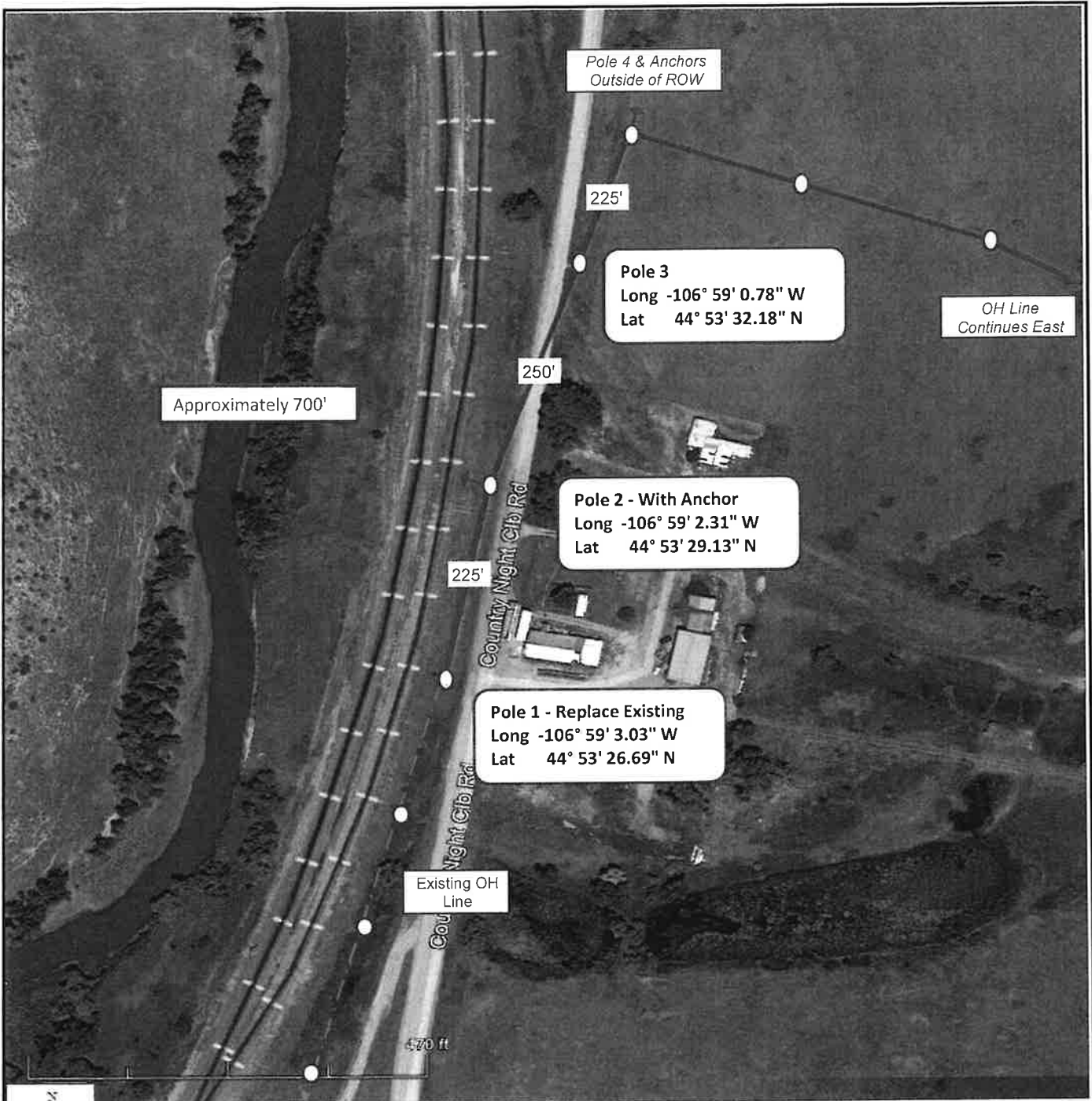
Address 2324 Dry Ranch Rd City/State/Zip Sheridan, WY 82801

Phone 307-674-3542 Email danilee.sorenson@mdu.com

Reviewed and approved by Sheridan County Public Works Department:

[Signature]
County Representative Signature

1-24-24
Date



Pole 4 & Anchors
Outside of ROW

225'

Pole 3
Long -106° 59' 0.78" W
Lat 44° 53' 32.18" N

OH Line
Continues East

Approximately 700'

250'

Pole 2 - With Anchor
Long -106° 59' 2.31" W
Lat 44° 53' 29.13" N

225'

Pole 1 - Replace Existing
Long -106° 59' 3.03" W
Lat 44° 53' 26.69" N

Existing OH
Line

470 ft



T57N R84W SEC 27 NWNW
T57N R84W SEC 22 S2SW

D Sorenson

ADDRESS: Country Night Club Road (466 Decker Road)

NOTES: This application is to install three 40' power poles in the county road right-of-way along Country Night Club Road and install a single phase overhead line, crossing Country Night Club Road north of 466 Decker Road. This extension is to serve power to Mike Ash at 531 Decker Road.

EXHIBIT "A"

MONTANA-DAKOTA
UTILITIES CO.
A Division of MDU Resources Group, Inc.



In the Community to Serve®

2324 Dry Ranch Road
Sheridan, WY 82801

January 4, 2024

Sheridan County Public Works
224 S Main St
Suite B8
Sheridan, Wyoming 82801

Ken Muller
County Engineer

Please find attached a Sheridan County License Agreement for your review and approval.

This application will provide for the encroachment and crossing of Country Night Club Road, to serve power to Mike Ash's residence located at 531 Decker Road. The application is for the encroachment along the west and east ROW of County Night Club Road and for the crossing from west to east. The project will be constructed with a single-phase overhead line. The project will consist of installing three 40' poles and approximately 700ft of single-phase overhead conductor and neutral in the ROW of Country Night Club Road.

Sincerely,

A handwritten signature in black ink, appearing to read 'Dani Sorenson', written over a horizontal line.

Dani Sorenson
Field Operations Coordinator

Montana-Dakota Utilities Co.
2324 Dry Ranch Road
Sheridan, Wyoming 82801

(307)-674-3542
danilee.sorenson@mdu.com

Wyoming

Trick Siddle
Chairman



Jan 18, 2024
Date

County Attorney

January 19, 2024
Date

Western Surety Company

OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 66489386

That we E. Robert Gill

of Sheridan, Wyoming, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Wyoming, as Surety, are held and firmly bound unto County of Sheridan, the State of Wyoming, in the penal

sum of One Hundred Thousand and 00/100 DOLLARS (\$ 100,000.00), to which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and severally, firmly by these presents.

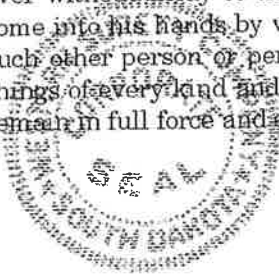
Dated this 11th day of January, 2024.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden

Principal was duly Appointed Elected to the office of Manager in the County of Sheridan

and State aforesaid for the term beginning January 1st, 2024, and ending January 1st, 2025.

NOW THEREFORE, If the above bounden Principal and his deputies shall faithfully, honestly and impartially perform all the duties of his said office of Manager as is or may be prescribed by law, and shall with all reasonable skill, diligence, good faith and honesty safely keep and be responsible for all funds coming into the hands of such officer by virtue of his office; and pay over without delay to the person or persons authorized by law to receive the same, all moneys which may come into his hands by virtue of his said office; and shall well and truly deliver to his successor in office, or such other person or persons as are authorized by law to receive the same, all moneys, books, papers and things of every kind and nature held by him as such officer, the above obligation shall be void, otherwise to remain in full force and effect.



[Signature]
Principal

WESTERN SURETY COMPANY

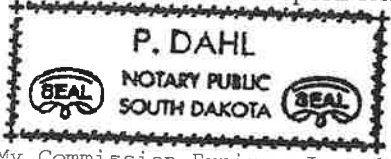
By [Signature]
Larry Kasten, Vice President

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

On this 11th day of January, 2024, before me, appeared

Larry Kasten to me personally known, being by me sworn, and did say that he is the aforesaid officer of WESTERN SURETY COMPANY, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said corporation.



My Commission Expires June 18, 2025

P. Dahl
Notary Public

OATH OF OFFICE

I do solemnly swear (or affirm) that I will support, obey and defend the constitution of the United States, and the constitution of the state of Wyoming; that I have not knowingly violated any law related to my election or appointment, or caused it to be done by others; and that I will discharge the duties of my office with fidelity.

[Signature]

State of Wyoming }
County of Sheridan } ss

This Oath of Office was subscribed and sworn to before me by E. Robert Gill
on this 17 day of January, 2024
My commission expires:

Bonnie J. Formisano
Notary Public, Wyoming

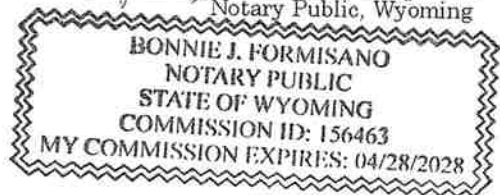
ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF WYOMING }
County of Sheridan } ss

On this 17 day of January, 2024, before me, personally appeared E. Robert Gill, to me known to be the person described in and who executed the foregoing instrument as Principal, and acknowledged that the same was executed as his free act and deed.

My commission expires April 28, 2028

Bonnie J. Formisano
Notary Public, Wyoming



Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Larry Kasten of Sioux Falls,
State of South Dakota, its regularly elected Vice President
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Manager Sheridan County

bond with bond number 66489386

for E. Robert Gill
as Principal in the penalty amount not to exceed: \$ 100,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President _____ with the corporate seal affixed this 11th day of January, 2024.

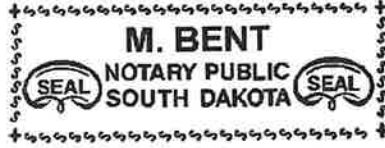
ATTEST
L. Bauder
L. Bauder, Assistant Secretary

WESTERN SURETY COMPANY
By Larry Kasten
Larry Kasten, Vice President



STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 11th day of January, 2024, before me, a Notary Public, personally appeared Larry Kasten and L. Bauder who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



M. Bent
Notary Public

My Commission Expires March 2, 2026

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.





PUBLIC WORKS DEPARTMENT

ENGINEERING • PLANNING • ROAD & BRIDGE • BUILDING OFFICIAL

Mark Reid • County Planner

MEMO

TO: Board of County Commissioners

FROM: Mark Reid, County Planner

DATE: January 24, 2024

RE: Proposed Story Floodplain Remapping Project

PROJECT SUMMARY

In cooperation with the US Army Corps of Engineer (USACE), the Federal Emergency Management Agency (FEMA) and the Wyoming Office of Homeland Security (WOHS), execute a detailed study of existing floodplain mapping along North Piney Creek, South Piney Creek and Spring Creek defining the Story, Wyoming watershed. The USACE will employ modern techniques with updated topographic and frequency flow information to produce more reliable information.

PROJECT OBJECTIVES

- Produce accurate maps of floodplains that support better management decisions.
- Assist private property owners in making locational choices relative to documented hazards.
- Provide subdividers definitive data during design phases to set aside appropriate drainage easements.

BACKGROUND

In 1989, Sheridan County first adopted rules governing floodplain management thereby making it eligible to participate in the National Flood Insurance Program (NFIP). Program eligibility carries with it the county’s obligation to permit construction in Special Flood Hazard Areas (SFHA) (aka Zones A and AE) as were mapped the Federal Emergency Management Agency (FEMA) in the 1970-90s utilizing “approximate” methods (Fig 1.) Consequently, in carrying out its administrative duties, sometimes uncertainty arises when determining floodplain location relative to the siting of a new home, for example. On occasion, the services of a professional engineer/surveyor have become necessary to accurately locate the extent of the floodplain. While the proposed remapping would not replace nor supersede FEMA’s original mapping, county staff and property owners would be in a more informed position when making locational decisions.

PLANNING PRECEDENT

Sheridan County Comprehensive Plan 2020

Goal 2.7:

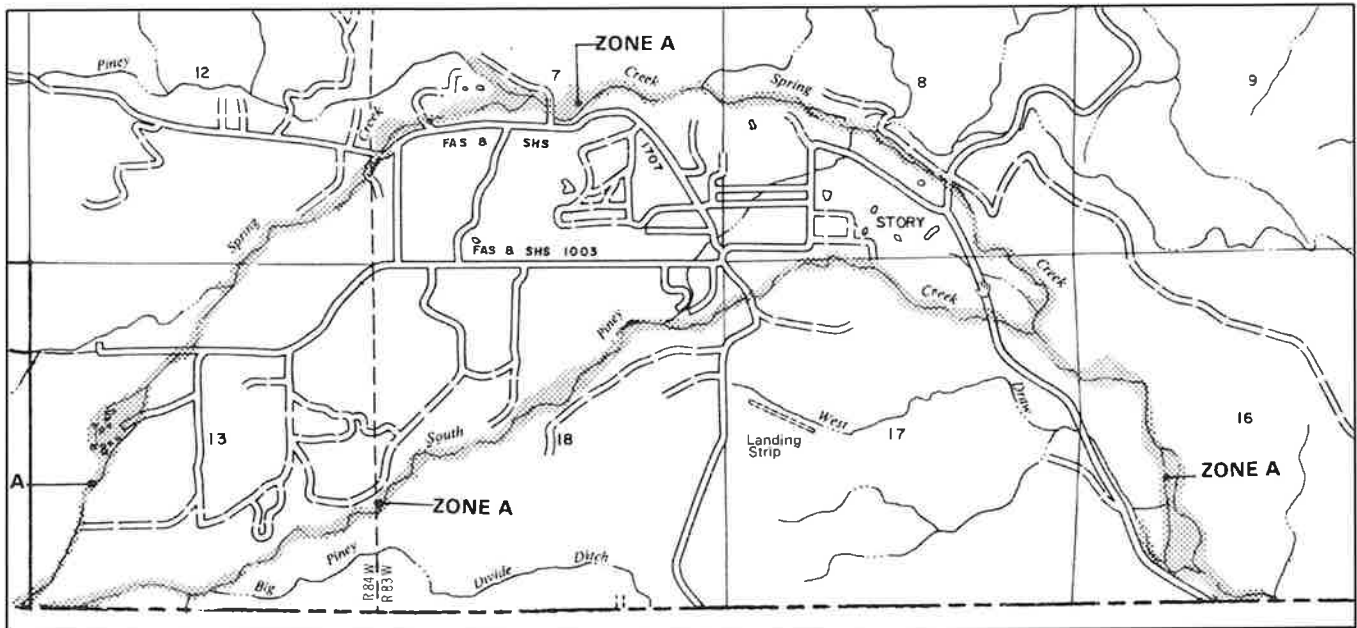


Fig 1 Flood zone A in Story, Wyoming developed using “approximate methods.

“The county will steer development out of harm’s way, avoiding hazardous area such as landslides/ steep slopes/floodplains/ high wildfire risk areas.”¹

Policy 2.7 b:

“Direct development away from the 100-year floodplain to the extent possible.”²

Sheridan County Hazard Mitigation Plan 2019

Mitigation Action Identified: F1

“Existing FEMA floodplain maps are not sufficiently accurate to properly manage the local floodplain program. Flood elevations are needed to depict true field conditions. Includes North, South Piney and Spring Creeks. Current maps (1990’s) are inaccurate, incomplete and lack base flood elevations. Today, properties may be wrongly shown in special flood hazard areas that can result in burdensome technical studies or needless flood insurance requirements. Other properties may be developed assuming they are outside floodplains resulting in hazard exposure. Additional benefits of this project include avoiding placement of property and lives in the flood prone areas. More accurate FIRM determinations would assist.”³

SCOPE OF WORK

USACE survey of prominent hydraulic structures, important stream cross-sections and 1st floor elevations. Specific tasks include:

- Collection and assessment of bridge data and structure elevations

¹ Chapter 6, Pg 74

² Chapter 6, Pg 74

³ Section 8, Table 8-2, Pg 63



PUBLIC WORKS DEPARTMENT

ENGINEERING • PLANNING • ROAD & BRIDGE • BUILDING OFFICIAL
Mark Reid • County Planner

- Review existing hydrology data
- Update hydrology analysis; perform reviews/edits
- Setup hydraulic model
- Map results; perform review/edits and prepare report
- Participate in meetings
- Provide non-structural recommendations

KEY USACE DELIVERABLES

- Structure elevation comparisons
- Supplemental engineering report outlining modeling procedures
- Updated floodplain maps
- Evaluation of property status and recommendations

PROJECT TIMELINE

22 months from project initiation date:

Month	
1	Kickoff
2-6	Data collection and assessment
4-10	Hydrology
10-16	Hydraulics
16-20	Analysis, documentation, review, edits
20-22	Outreach

COST ASSESSMENT

Sheridan County’s participation in this project would be limited to “in-kind” funding consisting of staff time, access and provision of existing public geographic information. No county funding would be required. A breakdown of each entity’s estimated commitment is attached (Table 1.)

PROJECT TEAM (COUNTY)

Ken Muller	Engineering guidance and review
Mark Reid	Project administration
Wes Smiley	Floodplain data
Andrea Hauber	Outreach

Optional Partner Support Form: FY25 FPMS Interagency Nonstructural Flood Risk Management Proposal

An email or letter from a partner suffices; however, this form is provided for partners' convenience since it reflects desired information.

Regardless of format used, views and opinions provided by the specific partner in his/her own words is appreciated.

1. Proposal Name:	Story and Sheridan County Floodplain Mapping
2. Name of non-Federal government entity requesting FPMS study	Board of County Commissioners Sheridan County, Wyoming
3. Name of Supporting Partner's Organization and Submitter's Name Please check one: <input type="checkbox"/> State lead of a Silver Jackets team (required if Silver Jackets submission) <input type="checkbox"/> Proposal partner <input type="checkbox"/> Other	
4. Partner Goals Describe how the proposal helps achieve state or community goals in reducing flood risk.	<ul style="list-style-type: none"> •Produce accurate maps of floodplains that support better management decisions. •Assist private property owners in making locational choices relative to documented hazards. •Provide subdividers definitive data during design phases to set aside appropriate drainage easements.
5. Partner Role Describe the role this partner anticipates taking in the conduct of the proposed effort, if funded.	Provide local project administration Provide local engineering guidance and review Provide available local GIS and floodplain data Facilitate local community outreach
6. Long-Term Outcomes Describe any anticipated actions after the proposed effort is complete that this partner intends to take to further or maintain long-term flood risk reduction or management outcomes.	Through the county's existing development permitting processes, minimize impacts to the flood carrying capacity of North and South Piney Creeks and Spring Creek thereby encouraging a long-term development pattern that avoids properly identified hazardous areas. This will result, over the long term, reduced property loss and safety threats.
7. Other (optional) Provide any additional desired information	
8. Signature: _____ Date: _____	

*This template is intended to facilitate coordination with partnering agencies
All information must be entered into the RI-TACOD system in order to be considered.
Please note there are some additional fields not captured in this template that will be required.*

*FPMS Interagency Proposal Name (CCS 251)

Story and Sheridan County Floodplain Mapping

Was this proposal developed in coordination with a Silver Jackets team?

Is this proposal a re-submittal of a prior year proposal?

USACE POC

*First Name

Bradley

*Last Name

Hoefer

*Email

bradley.r.hoefer@usace.army.mil

*Proposal Details

As Sheridan County, WY experiences development pressure, the need for detailed floodplain mapping in the communities and surrounding unincorporated portions has become apparent. Through internal discussions, Sheridan County has identified and prioritized critical portions of floodplain mapping currently designated using approximate methods (Zone A) by FEMA flood insurance rate maps (FIRM) published in early 2014. One location identified through interagency communication between USACE, Wyoming Office of Homeland Security and Sheridan County, who represent the unincorporated community of Story. This project proposes a detailed study of current mapping using modern techniques with updated topographic and frequency flow information. This product, while not regulatory, will allow the city/county make decisions with more confidence over a greater extent of their domain.

Additionally, a survey of prominent hydraulic structures, important cross sections, and 1st floor elevations will be executed. Surveying hydraulic structures and cross sections will lead to more

*Product Description and Anticipated Impact

Updated floodplain maps, GIS investigation comparing 1st floor elevations on modeling outputs, and a supplemental report outlining modeling procedures, homeowner status and future recommendations.

*Non-Federal Gov. Entity Requesting Assistance

Sheridan County, WY

*Does this proposal include a coastal component?

Yes

No

Anticipated Outcomes

*Directly protects life safety, reduces or prevents increases in flood risk, and/or increases resiliency (Selection Criterion 1; 1-5 points)

Direct mitigation strategies will be recommended. This effort will identify and communicate the flood extents, impacted critical infrastructure, and delineate areas of unknown inundation extent. Modeling and mapping results raise awareness and support the potential for the community to increase its resiliency to flood risk through nonstructural opportunities and flood risk management approaches.

*Leverages partner resources and promotes shared responsibility, with emphasis on collaborative execution (Selection Criterion 2; 1-5 points)

The effort aims for increased ownership over the floodplains in the greater Story area. Community outreach will inform residents and community leaders of the importance of updating or identifying flood risk depending on FEMA FIRM status.

Demonstrates one or more of the following (Optional, select all that apply) (Selection Criterion 3: up to 1 point total)

Improves environmental function

Addresses other social effects

Community plans increase cohesion and pride. Current mapping is FIRM designated zone A, so the level of risk within the community has been identified through approximate methods. Reducing risk and life loss in a rural community yields exponential social benefits.

Serves disadvantaged communities

Story is a rural community with a population of 805 (2020 Census). This project would offer technical support not easily available to the community.

Addresses repetitive flooding

County has reported concerns with bridges in the community. As the community sits between two flood sources bridges are an important mode of evacuation.

Supports planning and/or preparedness for climate change impacts

Supports drought planning/resilience

N/A

What areas does this proposal relate to?

Instructions

1. Select and add each of the categories that this proposal is associated with.
2. Each key word entered will initiate a SME review during the HQ Review process.
3. Required coordination will be needed in the next section if you select Dam, Levee, EM, or Tribal.

- Dam
- Levee
- Emergency Management
- Climate Change
- Coastal
- Tribal
- H&H
- Geospatial
- Environmental Justice
- Silver Jackets
- National Nonstructural Committee
- N/A

Partner Resources

Agency Name	Sub Agency Name	
STATE	WOHS	
Point of Contact Name		Coordination Date
Kim Johnson		
Scope Description		
Meeting attendance, Coordination, data collection		
Contribution Type	New Contributions (\$)	Pre-Existing NON-FPMS Contributions (\$)
Work In-Kind	\$24,600	
Resource Type		

Agency Name	Sub Agency Name	
FEMA	Region VIII	
Point of Contact Name		Coordination Date
Jamie Prochno		
Scope Description		
Regulatory mapping support and effective modeling data collection		
Contribution Type	New Contributions (\$)	Pre-Existing NON-FPMS Contributions (\$)
	\$13,200	
Resource Type		

Agency Name	Sub Agency Name	
LOCAL	Sheridan County	
Point of Contact Name		Coordination Date
Mark Reed		
Scope Description		
Community incite, data collection		
Contribution Type	New Contributions (\$)	Pre-Existing NON-FPMS Contributions (\$)
Work In-Kind	\$28,200	
Resource Type		

Agency Name	Sub Agency Name	
Point of Contact Name		Coordination Date
Scope Description		
Contribution Type	New Contributions (\$)	Pre-Existing NON-FPMS Contributions (\$)
Resource Type		

USACE Funding

Requested Amount (FPMS)

\$147,840

Fiscal Year 2025

Fiscal Year 2026

\$147,840

Total

*Breakdown of USACE Costs

USACE Contracting Anticipated?

USACE Data Collection Anticipated?

Collection Estimate (\$)

First floor elevations, culverts, bridges

\$40,000

Description

Does the proposal utilize personnel from the National Nonstructural Committee?

Additional Comments

All Levels of Government - Justification Comments (if applicable)

Additional Comments

NOTE: Please upload supporting documents directly into RI-TACOd. Do not attach to this interim template.



SHERIDAN COUNTY COMMISSION

CHRISTI HASWELL • TOM RINGLEY • NICK SIDDLE • LONNIE WRIGHT • HOLLY JENNINGS

February 6, 2024

RE: Tongue River Fire District Mineral Royalty Grant (MRG) Application
Letter of Support and Written Review from Sheridan Board of County Commissioners

To whom it may concern:

The Sheridan Board of County Commissioners has reviewed the Mineral Royalty Grant application, which was prepared by the Tongue River Fire Protection District (TRFPD). Sheridan County does not take issue with the information contained within the application.

TRFPD was formed in 1955 as a special district and coordinates efforts under the Sheridan County Joint Powers Fire Board. Minutes, budget documents, and other reporting requirements have been submitted to the County in a timely manner.

Sheridan County is in full support of the submission of this MRG application for the emergency replacement of engine/pumper apparatus.

Respectfully,

Nick Siddle, Chairman
Sheridan County Board of Commissioners



PO Box 695, Ranchester, WY 82839

January 23, 2024

RE: Tongue River Fire District MRG Grant Application
Written Review from Town of Ranchester

To whom it may concern:

The Town of Ranchester has reviewed the MRG application, which has been prepared by the Tongue River Fire District, and does not take issue with the information contained therein.

The Town of Ranchester is, furthermore, in full support of the submission of this MRG application for the replacement of the warranted fire apparatus.

Respectfully,

Peter B. Clark
Mayor, Town of Ranchester

Resolution Number 1

Entitled: A RESOLUTION AUTHORIZING SUBMISSION OF A FEDERAL MINERAL ROYALTY CAPITAL CONSTRUCTION ACCOUNT GRANT APPLICATION TO THE STATE LOAN AND INVESTMENT BOARD ON BEHALF OF THE GOVERNING BODY FOR THE

Tongue River Fire Protection District

FOR THE PURPOSE OF:

To purchase an engine/pumper apparatus

(State Purpose of Project)

WITNESSETH

WHEREAS, the Governing Body for the
Tongue River Fire Protection District

desires to participate in the FEDERAL MINERAL ROYALTY CAPITAL CONSTRUCTION ACCOUNT GRANT program to assist in financing this project; and

WHEREAS, the Governing Body of the
Tongue River Fire Protection District
recognizes the need for the project; and

WHEREAS, the Federal Mineral Royalty Capital Construction Account Grant program requires that certain criteria be met, as described in the State Loan and Investment Board's Rules and Regulations governing the program, and to the best of our knowledge this application meets those criteria; and

WHEREAS, the Governing Body of the
Tongue River Fire Protection District

plans to match the requested Federal Mineral Royalty Capital Construction Account Grant from the following source(s):

Scott Foundation, TRFPD general fund, Local district land owners.

(Describe the Source and Status of All Matching Funds)

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE

Tongue River Fire Protection District

that a grant application in the amount of \$1,000,000

(Amount being requested)

be submitted to the State Loan and Investment Board for consideration at the

6/27/2024

(Date of SLIB Meeting)

to assist in funding the

engine/pumper

(Name of Project)

BE IT FURTHER RESOLVED, that

Donnie Dobrenz, Fire Chief

(Name and Title of Person(s))

are hereby designated as the authorized representatives of the

Tongue River Fire Protection District

to act on behalf of the Governing Body on all matters relating to this grant application.

PASSED, APPROVED AND ADOPTED THIS

1/17/2024

(Date)

day of

January 2024

(Month)

(Year)

Rita Chermi-Smith

(Signature)

Rita Chermi-Smith, Secretary, Tongue River Fire Protection District

(Name and Title)

Attest:

Ray Baker

(Signature)

Ray Baker, Chairman, Tongue River Fire Protection District

(Name and Title)

Contact Info

Applicant: Tongue River Fire Protection District

Name of Project Emergency replacement of engine/pumper apparatus

Mailing Address
City **State** **Zip**
E-Mail Address **Phone #**
Tax ID #: **Entity Type**

Contact Person
Name and Title
Address
City **State** **Zip**
E-Mail Address **Phone #**

Engineer Contact
Address
City **State** **Zip**
E-Mail Address **Phone #**

Other Contact
Name and Title
Address
City **State** **Zip**
E-Mail Address **Phone #**

Project Questions

Applicant: Tongue River Fire Protection District

Name of Project Emergency replacement of engine/pumper apparatus

Population

Directly	Indirectly
100%	

Percentage of population directly served by the project

1. Requesting funding for a Water Project?
If yes, complete the Water/Sewer Questionnaire.

Yes	No
	X

2. Requesting funding for a Sewer Project?
If yes, complete the Water/Sewer Questionnaire.

Yes	No
	X

3. Requesting funding for a Street and/or Road Project?
If yes, complete the Street Questionnaire.

Yes	No
	X

4. Requesting funding for a Fire Apparatus?
If yes, complete Fire Apparatus Questionnaire.

Yes	No
X	

5. Requesting funding to purchase a Vehicle?
If yes, complete Vehicle Replacement Certification Form.

Yes	No
	X

6. Do or will you own the asset for which funding is being requested?

Yes	No
X	

7. Do you have an asset management plan? If yes, please provide a copy.

Yes	No
	X

8. Do you have a maintenance plan for the project asset for which funding is requested?
If yes, please provide a copy of the current plan.

Yes	No
X	

9. Do you have an Administrative Order? (If yes, provide copy of the Administrative Order)

Yes	No
	X

10. Is project needed to meet federal or state health and/or safety requirement?
If yes, provide specific health or safety requirement project will address.

Yes	No
X	

The project is to meet federal, state health and safety requirements. We use our equipment to go to the schools for National Fire Prevention week. We use our equipment to escort our teams through the Town of Dayton and Ranchoester when they are on their way to state tournaments for the encouragement of the athletes, and if they win at state we escort them back through at odd hours in the night. We use our equipment to respond to vehicle accidents on the highways in our area. We use our equipment to put out fires on railroad equipment when called upon. We will be responding with this apparatus in the event of first responder HAZMAT. We have been requested to travel into Montana vehicle accidents and fires. We try not to go more than five miles in, because it leaves our district without protection.

11. If only partial funding is possible, would that be beneficial to your project?
If yes, detail the minimum amount needed and why this amount would be beneficial.

Yes	No
X	

Partial funding would only create more stress on the fire chief, incident command, and those responding to an incident. If this apparatus fails going to or during an incident will put the first responders lives in jeopardy. With an improper or not functioning apparatus it will only create a poor image with the public in general. We are looking into an apparatus that fits in our specifications, but may have some use, example a demo fire truck, which may have some miles on it and fits our specifications. This may reduce the cost of the apparatus. A demo fire apparatus is defined as being built by a manufacture and then if a department requests to use that said apparatus, the manufacture takes the apparatus to the said department and allows the department use it in training exercises. This is helpful in making decisions on specifications and features and enhances the possibility of purchase from said manufacture.

12. If full funding is received but there are cost overruns or unexpected expenses, how will those additional costs be covered?

We have requested some funds from Dan and Jean Scott Foundation \$50,000.00 to help in this situation. Also we have had two donations of \$5,000 each to assist into the general fund of the fire district. The fire district has allocated \$25,000.00 to help in securing this grant. We are anticipating a cost for getting the apparatus to our fire department. This would look like, either sending people to drive it back or having a trucking firm bring it by transport.

13. Has a preliminary planning study, preliminary engineering report, feasibility study, technical study, planning, planning study, Wyoming Water Development Level I or II study been completed for the project?

Yes	No
	X

14. How was it determined this project was needed?

The apparatus we now own has cost more to maintain than it's original cost. In 2017 it was determined that the engine/pump apparatus we owned, purchased from Wyoming Forstery GSA, was inadequate for the growing population of Ranchester. Ranchester is growing at a rate of 4.5% per year. We found an apparatus we felt would fit our application and made the purchase. Sent two people to drive it back to our station. The apparatus made it a few hundred miles and had to be towed to a repair shop. Sent two people to get it once it was repaired and they made it to our station. We then had to repair it again. Every 4 to 6 months we have had to do repairs on the same item, the gearbox. After much discussion the fire district elected to install a new gearbox, mainly because the original one the parts are becoming obsolete. Once the new gearbox was installed all relaxed and ran for about 8 months. Then again, a lot of vibration in the gearbox area and when looked at the gearbox was loose from the pump housing, with broken bolts. Bolts replaced and apparatus is in service but with many stipulations as to useage of it. We cannot opperate responding with many stipulations and concerns if the apparatus will preform when needed. We need a reliable apparatus that we can use on the calls we have. We had 159 calls for the year of 2023 and 59% of those calls were with this apparatus.

15. Is an Environmental Review necessary for the project?

Yes	No
	X

a. Has it been completed?
If yes, what potential issues need to be addressed?

Yes	No
	X

N/A

16. Is the project for deferred maintenance, preventative maintenance or is the project solving a problem already realized by the community?

The district feels this apparatus is a preventative maintenance and problem solver. When we use it for school functions and training, we hope that the children will think about the dicussions in the prevention side of things. We consider it solving a problem when people are in a structure fire, vehicle accident and medical calls.

17. Please describe any other funding sources applied for to fund this project but were denied, if applicable.

We have applied for \$60,000 through the Scott Foundation in January of 2024. We are not sure when we will know whether or not they will award us these funds. No funding has been denied at this time.

Project Narrative Questions

Applicant: Tongue River Fire Protection District

Name of Project Emergency replacement of engine/pumper apparatus

1. Provide a detailed description of the entire project including all activities regardless of funding source.

Purchased a 2003 American LaFrance engine/pumper truck for \$7500.00. Was not able to complete the journey from where we picked it up without repairs on the pump gear box. We got it to Ranchester and had to repair the gear box again to use the truck. In use, we kept getting vibrations. Each time the vibrations would become so bad we could not pump water with it. Then one time we came back to the station, 10 miles with the pump engaged and driving the vehicle, the pump housing was extremely hot. The pump was not able to circulate the water with the valves shut off. This should not have been. We had drivelines worked on and all related components. The decision in December of 2022 was to replace the gear box with one that parts were more readily available. Completed that in February and the truck went from then to November of 2023 and then more vibrations. We checked the bolts on the gearbox and they were all loose. Two bolts were broken off. We were able to get one of the broken bolts out. The other is still there broke. We again replaced the bolts we could and each time we respond to an incident with this truck we check the bolts for torque. None of the mechanical repair shops have been able to determine where the vibration is coming from. We have elected to use the truck only on structure fire calls and continue to check bolt torques. We are persuing purchase a 2018 or newer truck to our specifications or start the process of getting a new truck build up. We are in the process of seeking funding from the Scott Foundation, we have a business and a local land owner who have contributed funds for this project. The Fire District board has budgeted \$74,000.00 for equipment the last 3 years. Our structure turnout gear is 10 years old and according to NFPA standards, no more that 10 years in use. The distirct board elected to use \$25,000.00 of the \$74,000.00 in the budget for helping on the securement of grants.

2. Describe how the project will contribute to the health, safety and welfare of the citizens in your community.

We use this apparatus for medical calls, vehicle accidents vehicle fires, and structure fires. We use it in other emergencies such as down power lines, kittens in the trees, or whatever the call is in nature. We can have a six person crew on scene when we roll with this apparatus. We use this apparatus for training our school age people in learning not to burn. We are involved in the after school program that Tongue River Valley Community Center has. We utilize this apparatus for escorting our school athletes through the town, on their way to state tournments, and if they are champions we escort them back to the school at odd hours of the night.

3. Describe how the project will protect citizens from hazards that may result if the project is not done?

If we do not receive the funding, we will continue to seek funding to get a newer engine/structure apparatus. If the American LaFrance stays in service some firefighters could loose their lives if it quits pumping in the middle of a structue fire. Loss of home to the occupants of the said structure that was on fire. Loss of life of the occupants if we do not arrive on scene of an incident because this truck broke down. Not able to assist and protect the individuals who had the vehicle accident. We also use this apparatus to deture individuals from running over us and victims of the said accident.

4. Describe your financial need in relation to the project. Explain how the project will be carried out if multiple funding sources are utilized.

The district is projected to receive approximately \$65,000 in mill levy taxes this year, July 2023 to June 2024. Last year the district received \$55,000. We do apply and receive the state Volunteer Firemen Assistance grant each year. This grant is a 50/50 grant up to \$10,000. We have purchased radios, and wildland fire shelters on this grant in the past. This grant has a stipulation that no one item can exceed \$5,000.

5. Provide a detailed breakdown of the project costs. Provide a WY Licensed Engineer's cost estimate allocating no more than 10% for construction contingency, engineering services for design at no more than 10% of construction budget, and construction management at no more than 10% of the construction budget. The submitted cost estimate needs to have been prepared within the last 12 months.

Activity Costs:

Administration	N/a
Legal	N/a
Land Acquisition	N/a
Engineering Costs by Service	
Basic Services	N/a
Resident Project Representative Services	N/a
Additional Services**	N/a
Construction	N/a
Contingency	N/a
Total Project Costs	\$ -

Auto Calculates

* Please also attach a more detailed cost estimate from the WY Licensed Engineer.

** Please provide a description of the "Additional Engineering Services" to be provided.

Not Applicable

6. Provide estimated project schedule

	Date
Design	N/a
Bid	N/a
Start Construction	N/a
End Construction	N/a

7. Provide estimated grant draw down schedule

Time Frame	Amount
31-Dec	\$ 1,000,000
Total Draws	\$ 1,000,000

- 8. Provide a maps of the project location and service area:**
- a. County or municipal road or street map identifying the project area**
 - b. Map showing location, size or capacity of existing infrastructure**
 - c. Map Showing location, size of proposed improvements**

General Financial Questions

Applicant: Tongue River Fire Protection District

Name of Project: Emergency replacement of engine/pumper apparatus

Date Prepared:

Prepared By:
(Name and Title)

1. Assessed Valuation, this Fiscal Year (FY)

2. Total Mills levied by the Entity, this FY

3. Provide information on the capital improvement plan and budget

4. What is number of the total mill levied on real property in the Entity's jurisdiction?

5. What is the Entity's Total bonded and non-bonded indebtedness (Including principal balance, interest rate, and remaining term?)

6. Please provide the following information for the past three FYs

Total Investments

	Year	Amount
6/30/	N/a	N/a
6/30/	N/a	N/a
6/30/	N/a	N/a

Total Cash Balances

	Year	Amount
6/30/	21	\$269,270.77
6/30/	22	\$251,390.90
6/30/	23	\$268,903.16

7. What is the Sales and Use Tax levied in the County in which the project is located?

	Year	Amount Levied	\$ Amount
6/30/	N/a	N/a	N/a
6/30/	N/a	N/a	N/a
6/30/	N/a	N/a	N/a

8. Please provide the following information related to reserve accounts.

Water Reserve Account

	Year	Amount
6/30/	N/a	N/a
6/30/	N/a	N/a
6/30/	N/a	N/a

Sewer Reserve Account

	Year	Amount
6/30/	N/a	N/a
6/30/	N/a	N/a
6/30/	N/a	N/a

General Fund Reserve

	Year	Amount
6/30/	N/a	N/a
6/30/	N/a	N/a
6/30/	N/a	N/a

Other

	Year	Amount
6/30/	N/a	N/a
6/30/	N/a	N/a
6/30/	N/a	N/a

Fire Apparatus Questionnaire

Applicant: Tongue River Fire Protection District

Name of Project Emergency replacement of engine/pumper apparatus

The Forestry Division through the Fire Advisory Board has appointed a committee to review applications requesting funding for fire apparatus. The committee has developed the following questionnaire to assist them in reviewing applications.

Although much of the information is already contained in the application, the committee has requested that a supplement to the application be prepared, which provides the answers to the questions in the order they are presented:

- | | |
|---|----|
| 1 a. Number of full time paid positions | 0 |
| Number of paid volunteers | 0 |
| Total number of volunteer | 18 |
| b. Number of members | 18 |
| c. Number of fire stations | 1 |

d. Describe the number and type of apparatus currently in use.

We have the one engine/pumper apparatus 1500 gpm 1000 gallon tank, that is giving us the problems. We have a 2008 Sterling Bullet 300 gallon pumper used for grass fires, a 2008 Dodge 5500 350 gallon pumper used for grass fires, a 1962 IHC B-160 300 gallon capacity is used for grass fires and a 1982 military 1500 gallon tender for water support for all of the equipment.

2 **Population served** 2800

3 **Detail area served in square miles.**

We cover 300 square miles on land in the northwestern part of Sheridan County. We have a contractual agreement between the Town of Ranchester and the Tongue River Fire Protection District for all incidents within the town limits.

4 **Describe the community and area served.**

Town of Ranchester sits in our district. The town has hydrants and ample supply of water for the residents of the town as well as fire protection. We border the state of Montana to the north of us and many times we are requested by Montana to respond across the border for vehicle accidents. We have mutual aid agreements in place. We are bordered by the Bighorn National forest on our west so there are time when we respond to assist the national forest on fires. Dayton Fire District is part of our western border. Sheridan Area Rural Fire District is our border to the south and some of the east border. Clearmont Fire District has some of our eastern border. We have mutual aid agreement in place for all of these as well as Sheridan Fire Rescue located in Sheridan Wyoming. When we have a structure fire in our district other districts are called upon to help shuttle water and manpower to the scene.

5 **Describe the type of water source available.**

In the Town of Ranchester they have hydrants strategically located through out the town. In the district, we have to utilize our tender, irrigation ditches and pipes, reservoirs, and river for water sources. This is why we need to have mutual aid agreements with the surrounding districts, they also have tenders.

6 **Is apparatus applying for a replacement or addition?** replacement

If it is a replacement, what are the plans for the unit being replaced?

Please detail the year, make, model, miles, hours, pump GPM, tank capacity, problems with unit being replaced?

If the fire district gets this apparatus replaced, the apparatus will be decommissioned and be placed on a for sale web site. We will make sure all that look at this apparatus of what we have done to it and understand it is not reliable. With any luck we might scrap/parts value from the apparatus. The apparatus the district wants to replace is: 2003 American LaFrance Metropolitan 41,000 miles 2557 hours, 1500 gpm, 1000 gallon tank. Before replacing the gearbox in 2023, the bearing and shaft would destroy themselves in the bottom of the gearbox. The parts of the previous gearbox are getting harder locate to purchase. At this time, the apparatus has broken or vibrates bolts loose on gearbox to pump flange. We have had to replace the primer pump which is attached to the gearbox three times because of vibration and the one on the truck now is cracked. Drivelines have been balanced, the replaced and balanced again.

7 Please provide a complete description of proposed apparatus.

a. Pump GPM

1500

b. Tank Capacity

1000

c. Primary intended use?

Structural	X
Wildfire	n/a
Rescue	X

8 Does it meet NFPA Standards? If not, why.

Yes. The apparatus will be set up with specifications to meet NFPA Standards. The fire district is in compliant with NFPA standards and we are able to secure grants.

9 How many fires did the department requesting the apparatus respond to in the previous calendar year? How many of these responses were reported to the Fire Marshal's office on a WIFRS?

Six total, two in the district, three out of district and one in the Town of Ranchester. The fire chief or representative of the district calls upon the Fire Marshal's office to investigate all structure fires. All incidents are reported on the WIFRS program that is available to the fire district, provided by the state. We are in the process of moving from Emergency Reporting by ESO to ImageTrend elite. This apparatus was involved in 511 of the 862 calls over the last 5 years. This indicates that the apparatus was involved in 59% of the calls. Our volume of calls for those last 5 years has increased by 27%.

10 a. Please provide a copy of the current equipment/vehicle replacement plan or policy.

b. Provide information on the equipment/vehicle replacement fund.

By applying for this grant, it has declared another avenue in which the Tongue River Fire Protection District needs to improve. We have recently set up a separate truck/equipment replacement fund within our budget to assist in securing future grants. We are able to use \$25,000.00 from the general fund to assist on this grant realizing that the truck/equipment fund is a major need in the future of this special district.

Vehicle Replacement Certification

Applicant: Tongue River Fire Protection District

The Grantee shall provide a certified written statement outlining the replacement schedule for the vehicle(s) being funded by the State Loan and Investment Board and a plan for replacement of the vehicle(s). The Grantee shall detail its future replacement plan for the vehicle(s) being funded by this grant and specify if it intends to seek any funds under the control of the State Loan and Investment Board to fund such replacement in the future.

You may start on this sheet of paper and add additional pages as needed.
Please give as much detail as possible

As we look at the future of the Tongue River Fire Protection District and how it encompasses The Town of Ranchester, with all of the growth the town has seen, it behoves the district to try to be at a pace somewhat to the growth. The engine/pumper apparatus that we are looking to replace is very critical in the protection of the people in the fire district. We have in place a contract with the Town of Ranchester to provide the necessary protection to keep those individuals in the town limits protected as much as possible. The Town of Ranchester's roll in the contract is that they provide the district with a heated building to house the fire district's equipment. If the fire district is able, with the Mineral Royalty Grant, to purchase a new engine/pumper apparatus, then the replacement of this apparatus should be at a minimum of fifteen years (2039) and it could extend into twenty years (2044). A growth projection of 4.5% per year, this could give way to the fact that there maybe a second engine/pumper apparatus necessary in the projected replacement future. The status of yearly calls, we have seen a 27% increase in the last five years. The fire district does and will use this apparatus on all structure fires, medical calls, and vehicle accidents. The fire district has on hand for other equipment, one each 1962 International B160 type 6 (grass apparatus, equipped to assist in structure protection); one each 2008 Dodge 550, type 6 (grass apparatus); one each 2008 Sterling Bullet, type 6 (grass appartatus); one each 1982 military 6X6 with 1500 gallon tank as a tender (Wyoming Forestry apparatus). Then we have the 2003 American LaFrance engine/pumper apparatus primary useage is structure fire, medical, and vehicle accidents that we need to replace. The fire district recieves 3 mills on the agriculture land that is not incorporatated into the town limits of Ranchester. The 3 mill projection for 2023-2024 budget year is \$65,000. As you look at the cost of the engine/pumper apparatus, \$1,000,000.00 compared to what the district recieves in mill levy, the district just does not have the funds to purchase on loans. This goes for a lot of other rural fire districts.

Mineral Royalty Grant Program Checklist

Required Information for All Applications

- Application (Contact Info, Need General info, Project Questions, Project Narrative & General Financial info tabs of this application form plus this checklist must be completed and submitted).
- Standard resolution executed by the Governing Body authorizing the filing of the application. The resolution should include the amount of the grant being requested, name of project, the other matching funding sources.
- A WY Licensed engineer's statement of feasibility (not required for the purchase of emergency vehicles).
- A copy of the current capital improvement plan and fund documentation
- 3-Years of Audited Financial Information (Balance Sheet and Income Statement).
- A formal maintenance plan documenting how the project will be maintained, if available.
- Commitment letters from all funding sources, if applicable.

Additional Information Needed for Street and Roads Projects

- NA* Completed Tab 5 - Road & Street Questionnaire

Additional Information Needed for Water Projects

- NA* Completed Tab 6 - Water Questionnaire

Additional Information Needed for Sewer Projects

- NA* Completed Tab 6 - Sewer Questionnaire

Additional Information Needed for Fire Apparatus Projects

- Completed Tab 6 & Tab 7 - Fire Apparatus Questionnaire
- Vehicle replacement policy and fund documentation

Additional Information Needed for Vehicles Purchases

- Complete Tab 6 - Vehicle Replacement Certification
- Vehicle replacement policy and fund documentation

Additional Information for Special District Applying for MRG Funding

- Copy of County Commissioners resolution that shows formation of special district
- Copy of certification from the County Commissioners that the special district currently exists
- Written review from the County Commissioners
- Written review from City or Town (only if special district is within five (5) miles of incorporated limits)
- Resolution for assessments
- Letter from County Assessor verifying and showing the dollar amount the District is collecting for assessment

Additional Information for Joint Powers Boards Applying for MRG Funding

- Copy of certificate of organization filed with the Secretary of State
- Copy of executed joint powers agreement approved by the Attorney General
- Written review from the County Commissioners
- Written review from City or Town (only if Joint Powers Board is within five (5) miles of incorporated limits)

Ensure you have entered something in every box this color.
All questions must be answered in order for the application to be considered complete.

Submit one (1) original Application and Resolution, signed in BLUE, and Supporting Documentation to the following address:

**OFFICE OF STATE LANDS AND INVESTMENTS
ATTN: GRANTS AND LOANS DIVISION
HERSCHLER BUILDING 1st FLOOR EAST
122 WEST 25th STREET
CHEYENNE, WYOMING 82002**



SHERIDAN COUNTY AIRPORT

908 W Brundage Ln • Sheridan, WY 82801
Phone: 307-674-4222 • FAX: 307-672-6795

E. Robert Gill C.M., Manager
rgill@sheridancountyairport.com

MEMO

TO: Sheridan County Board of Commissioners
Skye Evers, Administrative Coordinator

FROM: E. Robert Gill
Airport Manager

DATE: January 29, 2024

RE: Airport Business for BoCC Meeting of February 6, 2024

Skye, please place the following items on the BoCC agenda for their consideration and approval at their February 6, 2024 meeting.

- 8+9
1. **Consider Assignment of Lease and Consent to Sublease between Rovar, LLC, and Aero NW, LLC.** Rovar, LLC is a lessee at Sheridan County Airport doing business as Avis Rent a Car and Budget Car Rentals under a concessionaire agreement. This agreement allows Rovar to lease counter space inside the Sheridan County Airport Terminal building and gives the lessee the right to operate a vehicle rental business on the premises. Rovar is currently being acquired by Aero NW and Aero NW wishes to assume this lease with no changes to the terms or conditions of this agreement. Rovar has a second ground lease agreement at the Sheridan County Airport Legacy Business Park in which Rovar owns buildings on leased land from Sheridan County. The use of premises is for the purpose of operating and maintaining a car rental facility which includes office space, car wash facility, and storage. Rovar will retain this lease agreement until termination on January 5, 2032 and wishes to sublease this property to Aero NW, LLC, and Aero NW will continue to use the premises for the same purpose. **Therefore, I respectfully recommend the Sheridan County Board of County Commissioners approve the Assignment of Lease and Consent to Sublease between Rovar, LLC, and Aero NW, LLC and authorize the Chairman to sign all associated documents.**

 10. **Consider Adopting Rules and Regulations Governing Leasing County-Owned Property at the County Airport.** As interest has been increasing in the Leasing of County property at the Sheridan County Airport and with limited space to lease remaining an Ad Hoc committee was formed to put policy in place for the process of leasing property at the Sheridan County Airport. A draft addressing leasing policy has been created and posted on the Sheridan County Website. A notice of intent has been issued so comments on the proposed rules may be submitted by the public. On December 19, 2023 a public hearing was held before consideration of adoption of these Rules and Regulations in which the Sheridan County Board of Commissioners tabled the decision of adopting these Rules after hearing public comments. These rules and regulations were considered and tabled again on January 2, 2024 to further incorporate public comment. The committee met again on January 8th and 16th and included the following amendments:
 - a. **Section 6. (b) (iii) and Section 7. (b) (iii)**
Insert language “at a minimum” proceeding Proposals shall include.
 - b. **Section 6. (b) (iv) edited to read as follows:**

The Airport Manager shall analyze the proposals received and make a written recommendation to the Board of County Commissioners as to which proposal best achieves the policy goals stated in these rules. The Airport Manager shall make the proposals received and his recommendation available to the public and post them on the County's website. Prior to the Airport Manager making a recommendation, the Board of County Commissioners shall hold at least one public hearing to receive comments. Notice of the time and place of the hearing shall be given by one publication in a newspaper of general circulation in the county at least fourteen days before the date of the hearing.

c. Section 7. (b) (iv) edited to read as follows:

The Airport Manager, after consultation with economic development professionals as needed, shall analyze the proposals received and make a written recommendation to the Board of County Commissioners as to which proposal best achieves the policy goals stated in these rules. The Airport Manager shall make the proposals received and his recommendation available to the public and post them on the County's website. Prior to the Airport Manager making a recommendation, the Board of County Commissioners shall hold at least one public hearing to receive comments. Notice of the time and place of the hearing shall be given by one publication in a newspaper of general circulation in the county at least fourteen days before the date of the hearing.

**ASSIGNMENT AND ASSUMPTION AGREEMENT
WITH CONSENT**

This Assignment and Assumption Agreement is made and entered into as of the _____ day of January 2024, by and between Rovar, LLC, a South Dakota limited liability company (the “Assignor”) and Aero NW, LLC, a Pennsylvania limited liability company (the “Assignee”).

RECITALS:

Rovar, LLC is the concessionaire/lessee under the Sheridan County Airport Lease Agreement entered into by the Sheridan County Airport and the Sheridan County Board of County Commissioners as lessor and Rovar, LLC as lessee commencing January 6, 2022 and signed by the parties on December 21, 2021 and December 22, 2021 respectively (“SCA Terminal Lease Agreement”) as the same has been amended by: Lease Amendment No. 1 dated June 21st, 2022 and Lease Amendment No. 2 dated June 6th, 2023 (collectively “SCA Terminal Lease Agreement as amended”). Rovar, LLC has entered into a purchase and sale agreement under the terms of which Rovar, LLC is to transfer, among other assets, all of its rights, title and interest in the SCA Terminal Lease Agreement as amended to Aero NW, LLC, a Pennsylvania limited liability company. Based on the foregoing recitals, the parties agree as follows:

1. Assignment. Assignor hereby grants, conveys, transfers, sells, and assigns to Assignee all of Assignor’s rights, title, and interest in and to the SCA Terminal Lease Agreement as amended and delegates all of it duties thereunder to Assignee.
2. Assumption of Agreements. Assignee hereby covenants with Assignor to assume and perform the SCA Terminal Lease Agreement as amended and all duties thereunder according to the terms thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption Agreement on the day and year first above written.

Rovar, LLC

Aero NW, LLC

By _____

By _____

Its _____

Its _____

CONSENT TO ASSIGNMENT

Sheridan County Airport and Sheridan County Board of County Commissioners, by the signatures of its undersigned manger/commissioner/agent consents to the above Assignment.

(Signatures to follow)

SHERIDAN COUNTY AIRPORT

By _____

Dated _____

Its _____

BOARD OF COUNTY COMMISSIONERS
Sheridan County, Wyoming

By _____

Dated _____

Its _____

LESSOR’S CONSENT TO SUBLEASE

This Lessor’s Consent to Sublease is executed pursuant to Subsection VII. (E) of the Airport Business Park Lease Agreement, commencing on January 6, 2022, between Sheridan County, Wyoming, and Rovar LLC, dba Avis Rent a Car and Budget Car Rentals, for the leased premises at 913 West Brundage Lane, Sheridan, Wyoming. (See original lease for metes and bounds legal description of the premises.)

WHEREAS, Rovar, LLC, 4200 Beach Drive, Suite 5, Rapid City, SD, has requested Sheridan County’s consent to a sublease of the leased premises to Aero, LLC, 4200 Beach Drive, Suite 5, Rapid City, SD, dated January 9, 2024, for the term commencing February 6, 2023 and terminating on January 5, 2032;

NOW THEREFORE, the Board of County Commissioners of Sheridan County, Wyoming hereby grants its consent to the sublease agreement (attached hereto as Exhibit A) from Rovar, LLC to Aero NW, LLC., effective February 6, 2024.

BOARD OF COUNTY COMMISSIONERS
SHERIDAN COUNTY, WYOMING

Nick Siddle, Chairman

Date

ATTEST

Eda Schunk Thompson, County Clerk

Date

SUBLEASE AGREEMENT

This Sublease Agreement (the "Agreement") is made this ____ day of _____, 2024 between Aero NW, LLC, a Pennsylvania limited liability company, having an office at 4200 Beach Drive, Suite 5, Rapid City, SD 57702 (hereinafter referred to as "Sublessee") and Rovar, LLC, a South Dakota limited liability company, having an office at 4200 Beach Drive, Suite 5, Rapid City, SD 57702 (hereinafter referred to as "Sublessor").

RECITALS:

On December 22, 2021, the Sublessor, as Lessee, entered into that certain Sheridan County Airport Business Park Lease Agreement dated December 22, 2021, (the "Lease") between Sheridan County, Wyoming, as landlord, (the "Landlord") and Sublessor, as tenant, a copy of which Lease is attached hereto as Exhibit A. Sublessee desires to sublease from Sublessor and Sublessor desires to sublease unto Sublessee the Leased Premises as defined in the Lease, subject, however to the terms and conditions of the Lease. Based on the foregoing recitals, and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties agree as set forth hereafter.

1. **Sublease.** Sublessor does hereby lease and demise to Sublessee, and Sublessee hereby takes and hires from Sublessor the premises described on Exhibit A ("the Premises") from the date hereof through termination of the Lease, subject to the rents, terms, covenants, conditions, and provisions set forth in the Lease.
2. **Rent.** As rent for the Premises, the Sublessee shall timely make all payments required and timely perform all obligations of Sublessor under the Lease directly to the Landlord if acceptable to Landlord, and if not, shall make such payments and perform all obligations to or for Sublessor as applicable.
3. **Termination.** This Agreement shall automatically terminate on termination of the Lease, and Sublessee shall have no claim against Sublessor by reason of such termination unless such termination was caused by the willful act of Sublessor or default by Sublessor in the performance of any of its obligations under the Lease which have not been assumed by Sublessee hereunder.
4. **Representations of Sublessee.** Sublessee represents and warrants that it has read the Lease and agrees that:
 - (a) The terms, covenants, promises, and conditions of the Lease are incorporated herein; and
 - (b) Sublessee shall comply with and be bound by all of the terms, covenants, promises, and conditions of the Lease; and
 - (c) Sublessee shall comply (without delay) with all reasonable requirements of the Landlord's consent to this Sublease.
5. **Sublessor's Obligations.** Sublessor shall duly observe and perform those obligations imposed upon the tenant under the Lease but only to the extent that such obligations are not provided in this Sublease

to be observed or performed by Sublessee, except with respect to any failure in such observance or performance which results from any default by Sublessee. Any payment made or expense incurred by Sublessor for such failure to observe or perform by Sublessee shall be deemed additional rent owed by Sublessee to Sublessor.

6. **Condition of Premises.** Sublessee states that Sublessee has inspected the Premises, and Sublessee accepts the Premises "AS IS." Sublessee agrees and acknowledges that no promises, representations, warranties, covenants, agreements, or guarantees of any kind or character whatsoever have been made by Sublessor to alter, remodel, or improve the Premises, or with respect to the value, nature, quality, or condition of the Premises or the habitability, merchantability, profitability, or fitness for a particular purpose of the Premises.

7. **Mechanic's Liens.** If, because of any act or omission of Sublessee, any mechanic's or other lien, charge, or order for the payment of money shall be filed against the Premises (whether or not such lien, charge, or order is valid or enforceable as such), Sublessee, at Sublessee's expense, shall cause such lien to be canceled or discharged of record by bonding or otherwise within ten (10) days after Sublessee has knowledge of such filing, and Sublessee shall indemnify Sublessor against and save Sublessor harmless from and shall pay all costs, expenses, losses, fines, and penalties, including, without limitation, attorney's fees resulting therefrom.

8. **Default.** If Sublessee defaults in the performance of any of the terms, covenants, conditions, or obligations assumed by it under this Sublease, including, without limitation, the obligation to pay rent, Sublessor shall give to Sublessee fifteen (15) days' written notice of the nature of such default. In the event that Sublessee fails to cure the default within said fifteen- (15-) day period, then, Sublessor shall have the right to terminate this Sublease at the end of such period and shall further have all rights and remedies allowed under law or equity.

9. **Access to Premises.** Sublessor or its agents or designees shall have the right to enter the Premises with minimal necessary interference with Sublessee's business, for the purpose of performing any obligations which may be Sublessor's under the Lease, and, upon reasonable prior notice to Sublessee, shall also have the right to enter the Premises for the purpose of inspecting or exhibiting them to prospective other sublessees.

10. **No Hazardous Materials.** Sublessee agrees not to use, produce, generate, handle, store, transport, treat, dispose, discharge, release, or threaten to release any Hazardous Materials upon the Premises during the Term of this Sublease without first obtaining all necessary governmental approvals and permits and thereafter complying with the terms thereof, as well as with the provisions of all Environmental and Safety Requirements pertaining thereto. For the purposes of this paragraph, the term "Hazardous Materials" shall mean any waste, pollutant, hazardous or toxic substance or waste, petroleum, petroleum-based substance or waste, special waste, or any constituent of any such substance or waste which is regulated by any Environmental and Safety Requirements due to its properties of being toxic, hazardous, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, or mutagenic. Environmental and Safety Requirements shall mean all federal, state, and local laws, statutes, regulations, rules, codes, ordinances, and similar provisions enacted, adopted, issued, or promulgated by any governmental body concerning public health and safety, worker health and safety, and pollution or protection of the environment.

11. **Assignment and Subletting.** Without the prior written consent of Sublessor (which Sublessor may withhold in its sole discretion), in each instance:

- a) This Sublease shall not be assigned, encumbered, or otherwise transferred, including by operation of law;
- b) The Premises shall not be sub-sublet by Sublessee, in whole or in part; and
- c) The Premises shall not be used or occupied by any person other than Sublessee, in whole or in part except Sublessee's business invitees. Any change in the ownership or control of Sublessee having as its principal purpose the transfer of this Sublease shall be deemed an assignment of this Sublease.

12. **Subordination.** This Sublease is subject and subordinate to the Lease and to all mortgages and other security interests which may now or hereafter affect the Premises and to all renewals, modifications, amendments, consolidations, replacements, or extensions of any of the foregoing. This clause shall be self-operative, and no further instrument of subordination shall be required. However, in confirmation of such subordination, Sublessee at any time and from time to time shall promptly execute, acknowledge, and deliver any certificate and document that Sublessor may request.

13. **Insurance and Indemnification.** Sublessee shall comply with the insurance requirements in the Lease and shall name Sublessor as an additional insured on all required coverage. Sublessee shall indemnify, defend, and hold Sublessor harmless from and against a) any loss, cost, damage, or expense (including reasonable attorney's fees) or any claim therefor, arising out of any failure by Sublessee to observe or perform any of the terms, covenants, or conditions of this Sublease required to be observed or performed by Sublessee; b) any claim by or on behalf of any person, firm, governmental authority, corporation, or entity for personal injury, death, or property damage occurring or arising in, on, or about the Premises, and arising from the use by Sublessee of the Premises, or from any work or thing, whatever done or omitted to be done by Sublessee, its employees, agents, contractors, customers, invitees, licensees, or visitors, or from any accident thereon or thereat; and c) any default under or termination of the Lease arising by reason of any of the foregoing.

14. **Sublessor Not Liable to Sublessee for Defaults in Lease by Landlord.** Sublessor shall in no event be liable to the Sublessee nor shall the obligations of Sublessee hereunder be impaired or the performance thereof excused because of any (a) failure of the Landlord to keep, observe, or perform any of the Landlord's obligations pursuant to the Lease, and (b) acts or omissions of Landlord and each of its agents, contractors, servants, employees, invitees, or licensees, unless such failure results from Sublessor's being in default under the Lease (except and to the extent such default is caused by Sublessee or Sublessee's default hereunder) or Sublessor's willful wrongdoing. If Landlord shall default in any of its obligations to Sublessor with respect to the Premises, Sublessor shall, at its sole cost and expense, use commercially reasonable efforts to assist and fully cooperate with Sublessee in seeking such performance and compliance on the part of Landlord; provided, however, Sublessor shall not be obligated to commence any legal action or proceeding to enforce Sublessee's rights against Landlord.

15. **Limitation of Liability.** Sublessor's liability hereunder for damages or otherwise shall be limited to Sublessor's interest in the Premises. Neither Sublessor nor any of its employees, partners, agents, or servants shall have any liability (personal or otherwise) hereunder. No other property or asset of Sublessor or any property or asset of its employees, agents, or servants shall be subject to levy, execution, or other enforcement procedure for the satisfaction of any of Sublessee's remedies hereunder. The provisions of this article shall survive the expiration of the Term or other termination of the Sublease.

16. **Notices.** Any notices shall be in writing and shall be sent by registered or certified mail, return receipt requested, addressed to the parties at the addresses indicated on page one hereof, or such other

address as such party has been advised of in writing.

17. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the parties hereto with respect to the Premises, and there are no other terms, covenants, obligations, or representations, oral or written, of any kind whatsoever.

18. **Binding on Successors.** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto, their respective heirs, executors, administrators, successors, and assigns, and may not be revoked or amended, except by instrument, in writing, subscribed by the party sought to be charged therewith.

19. **Law.** This Agreement shall be interpreted and governed by the laws of the State of Wyoming except its conflict of laws provisions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date, month, and year first above written.

By:

Aero NW, LLC

By _____

Its _____

ROVAR, LLC

By _____

Its _____

RESOLUTION 24-02-004

ADOPTION OF RULES AND REGULATIONS
GOVERNING LEASING COUNTY-OWNED PROPERTY AT THE COUNTY AIRPORT

WHEREAS, Sheridan County owns and operates the Sheridan County Airport, along with adjacent properties dedicated to two business parks; and

WHEREAS, pursuant to W.S. 16-3-103(a), the Board gave notice on October 30, 2023, of its intent to adopt *Rules and Regulations Governing Leasing County-Owned Property at the County Airport*, and that all interested parties were invited to submit written comments to the Board of County Commissioners at, 224 S. Main Street, Sheridan WY 82801, or via email, no later than December 15, 2023; and

WHEREAS, the purpose of the proposed rules and regulations is to establish procedures for leasing various types of county-owned property in and around the Airport; and

WHEREAS, the Board held a public hearing to receive oral comments on December 19, 2023 at 9:00 a.m;

NOW, THEREFORE, BE IT RESOLVED THAT the *Rules and Regulations Governing the Leasing of County-Owned Property at the County Airport*, attached hereto, are hereby adopted.

ADOPTED this 6th day of February, 2024.

BOARD OF COUNTY COMMISSIONERS
Sheridan County, Wyoming

Attest:

Nick Siddle, Chairman

Eda Schunk Thompson, County Clerk

**RULES AND REGULATIONS GOVERNING THE
LEASING OF COUNTY-OWNED PROPERTY AT THE COUNTY AIRPORT
SHERIDAN COUNTY, WYOMING**

Table of Contents

- Section 1. Authority.
- Section 2. Purpose.
- Section 3. General Policy.
- Section 4. Definitions.
- Section 5. Leasing County Hangars.
- Section 6. Leasing Executive Hangar Parcels.
- Section 7. Leasing Business Park and Legacy Business Park Parcels.

SECTION 1. Authority.

These rules and regulations are adopted under the authority of W.S. 16-3-101 et.seq., W.S. 18-2-101(a)(iii), and W.S. 18-3-504(a)(i).

SECTION 2. Purpose.

The purpose of these rules and regulations is to establish procedures for leasing various types of county-owned property in and around the Airport.

SECTION 3. General Policy.

The general policy of leasing county-owned land and facilities within and near the Airport is to facilitate local economic development and commercial and general aviation within Sheridan County, while capturing fair market value for the use of county-owned assets.

SECTION 4. Definitions.

As used in these rules and regulations, the following definitions apply:

(a) "Airport" means the Sheridan County, Wyoming, Airport.

(b) "Business Park" means the county-owned parcels identified in the *Record of Survey for Lease Areas Sheridan County Airport Business Park - Phase 1*, recorded in the Office of the Sheridan County Clerk, Drawer A, Plat No. 352.

(c) "County Hangar" means those aircraft hangars owned by Sheridan County located within the Airport.

(d) "Executive Hangar Lots" means those parcels located within the Airport identified in the *Record of Survey for Leases Areas Sheridan County Airport Executive Hangars – Phase 1*, recorded in the Office of the Sheridan County Clerk, Plat Book A, Page No. 454, created as building sites for hangars to accommodate larger aircraft.

(e) "Legacy Business Park" means the county-owned parcels identified by the following street addresses:

913 West Brundage Ln
914 West Brundage Ln
915 West Brundage Ln
916 West Brundage Ln
918 West Brundage Ln
769 Airfield Ln
772 Airfield Ln

SECTION 5. Leasing County Hangars.

(a) The specific policy goal of leasing county hangars is to meet the needs of general aviation users of the Airport.

(b) County hangars shall be offered for lease as they become available to the next person on waiting lists maintained by the Airport Manager. Separate lists will be maintained based on the size of the hangars. If a person is offered a hangar for lease and declines the offer, their name will be placed at the bottom of the waiting list.

(c) County hangars shall be leased under standard terms at a market rental rate per square foot as determined by the Airport Manager.

SECTION 6. Leasing Executive Hangar Parcels.

(a) The specific policy goal of leasing executive hangar building sites is to meet the needs of general aviation users of the Airport.

(b) Executive Hangar parcels shall be offered for lease as they become available through the following selection process.

(i) When a parcel becomes available for lease, the Airport Manager shall prepare and publish a Request for Proposals (RFP), which shall include the minimum rental consideration acceptable. The media and duration of the publication of the RFP shall be commercially reasonable.

(ii) Written proposals in response to the RFP shall be submitted to the Airport Manager by the deadline set in the RFP which shall not be less than 20 days after the initial date of publication.

(iii) Proposals shall include at a minimum:

(A) A description of the hangar to be constructed on the leased premises.

(B) A description of any special aviation services to be offered from the leased premises.

(C) The amount of cash rent, and any other consideration offered for the lease.

(iv) The Airport Manager shall analyze the proposals received and make a written recommendation to the Board of County Commissioners as to which proposal best achieves the policy goals stated in these rules. The Airport Manager shall make the proposals received and his recommendation available to the public and post them on the County's

website. Prior to the Airport Manager making a recommendation, the Board of County Commissioners shall hold at least one public hearing to receive comments. Notice of the time and place of the hearing shall be given by one publication in a newspaper of general circulation in the county at least fourteen days before the date of the hearing.

(v) The Board of County Commissioners shall award the lease for the available parcel to the proponent of the proposal that best achieves the policy goals stated in these rules. If the Board determines that none of the proposals sufficiently furthers those policy goals, it may decide to reject all the proposals and leave the parcel unleased until such time as it determines that a new RFP should be published.

SECTION 7. Leasing Business Park and Legacy Business Park Parcels.

(a) The specific policy goal of leasing parcels in the Business Park and the Legacy Business Park is to encourage economic development in Sheridan County through providing “business-ready” commercial sites for new or expanding businesses or governmental entity.

(b) Business Park and Legacy Business Park parcels shall be offered for lease as they become available through the following selection process.

(i) When a parcel becomes available for lease, the Airport Manager, after consultation with economic development professionals as needed, shall prepare and publish a Request for Proposals (RFP), which shall include the minimum rental consideration acceptable. The media and duration of the publication of the RFP shall be commercially reasonable.

(ii) Written proposals in response to the RFP shall be submitted to the Airport Manger by the deadline set in the RFP which shall not be less than 20 days after the initial date of publication.

(iii) Proposals shall include at a minimum:

(A) A description of the type of business to be conducted on the leased premises.

(B) A description of any structure to be constructed on the leased premises.

(C) A description of the economic benefits likely to accrue within Sheridan County as a result of the Proponent’s tenancy in the Business Park.

(D) The amount of cash rent, and any other consideration offered for the lease.

(iv) The Airport Manager, after consultation with economic development professionals as needed, shall analyze the proposals received and make a written recommendation to the Board of County Commissioners as to which proposal best achieves the policy goals stated in these rules. The Airport Manager shall make the proposals received and his recommendation available to the public and post them on the County's website. Prior to the Airport Manager making a recommendation, the Board of County Commissioners shall hold at least one public hearing to receive comments. Notice of the time and place of the hearing shall be given by one publication in a newspaper of general circulation in the county at least fourteen days before the date of the hearing.

(v) The Board of County Commissioners shall award the lease for the available parcel to the proponent of the proposal that best achieves the policy goals stated in these rules. If the Board determines that none of the proposals sufficiently furthers those policy goals, it may decide to reject all the proposals and leave the parcel unleased until such time as it determines that a new RFP should be published.



PUBLIC WORKS DEPARTMENT

ENGINEERING • PLANNING • ROAD & BRIDGE • BUILDING OFFICIAL

MEMORANDUM

To: BOCC
From: Ken Muller, County Engineer
Date: 1/30/2024
RE: Agenda Item – Final Reconnaissance Report

Attached is the Final Reconnaissance Report for the bridge replacement project for the County's Bridge Formula Program (BFP) from the federal Bipartisan Infrastructure Law (BIL).

The report sets out the existing conditions, general specifications, environmental requirements, project specific hurdles, and recommendations. The report also estimates the year of proposed construction (FY 2026) and total project cost \$4,290,000. This project will 100% funded by the Federal Government. County Staff time will be required to coordinate delivery of the project and coordinate with the public.

I recommend the Board approve this Final Reconnaissance Report to enter this project into the State Transportation Improvement Plan.

Suggested motion:

I move to approve and authorize the Chairman to sign the Wyoming Department of Transportation Final Reconnaissance Report for Bridge Replacement Project over BNSF Railway, County Road 140, Sheridan County



January 22, 2024

MEMORANDUM

DISTRIBUTION:

Carlos Machado, P.E., Division Administrator, FHWA, Cheyenne
Keith R. Fulton, P.E., Assistant Chief Engineer, Engineering and Planning, Cheyenne
Christina Spindler, P.E., State Highway Development Engineer, Cheyenne
Andrea Allen, P.E., Project Development Engineer, Cheyenne
Jeffrey Griggs, P.E., Project Development Design Team Leader, Cheyenne
John Goyen, P.E., State Photogrammetry & Surveys Engineer, Cheyenne
Brienne Langdon, Utilities Supervisor, Cheyenne
Mark A Falk., P.E., P.G., Chief Engineering Geologist, Cheyenne
Greg Milburn, P.E., State Materials Engineer, Cheyenne
Kevin Lebeda, Lands Management Administrator, Cheyenne
Scott Gamo, Ph.D., Environmental Services Manager, Cheyenne
Joel Meena, P.E., State Traffic Engineer, Cheyenne
Jeri Yearout, P.E., Hydraulic Engineer, Cheyenne
Isaac Finkle, P.E., District Construction Engineer, District 4
Jake Whisonant, P.E., Resident Engineer, Sheridan County
James Dahill, P.G., Assistant Chief Engineering Geologist, Cheyenne
Whitney Wise, P.E., WYDOT Materials, Cheyenne
Nick Hines, Environmental, Cheyenne
Nick Siddle, Chairman Sheridan County Commission, (bocc@sheridancountywy.gov)
Ken Muller, P.E., County Engineer, Sheridan County (kmuller@sheridancountywy.gov)

FROM:  Michael Menghini, P.E., State Bridge Engineer

SUBJECT: Final Reconnaissance Report, Project CN03048, Bridge over BNSF Railway / CR140, Parkman, Sheridan County

Attached is the Final Reconnaissance Report for the above-referenced project.

Attachment

WYOMING DEPARTMENT OF TRANSPORTATION

**FINAL
RECONNAISSANCE REPORT
FOR
PROJECT CN03048
ECY / BRIDGE REPLACEMENT
OVER BNSF RAILWAY / CR 140
SHERIDAN COUNTY**

DATE OF INSPECTION: 7/31/2023

WRITTEN BY: Troy Borchard, P.E.

MEETING PERSONNEL:

Wyoming Department of Transportation:

Jeff Booher, P.E., Assistant State Bridge Engineer, Cheyenne
James Dahill, P.G., Assistant Chief Engineering Geologist, Cheyenne
Brianna Langdon, Utilities Supervisor, Cheyenne
Scott Gamo, Ph.D., Environmental Services Manager, Cheyenne
Isaac Finkle, P.E., District Construction Engineer, District 4
Whitney Wise, P.E., WYDOT Materials, Cheyenne
Nick Hines, Environmental, Cheyenne

Sheridan County:

Ken Muller, P.E., County Engineer

HDR Engineering Inc.:

Troy Borchard P.E., Senior Project Manager
Mike Oakley P.E., Transportation Section Manager
Jessica Brisbois, Environmental Scientist
Krista Palmer, Project Coordinator

INTENT: The intent of this project is to replace the following bridge using Bridge Formula Program (BFP) funding:

Str. No.	Feature Intersected	Route	ML	RM	Location
ECY	BNSF Railway	CR 140	8242B	0.05	Parkman US DOT 1038728B Sec. 35 T58N R87W RR MP 724.380

EXISTING CONDITIONS:

Structure Information:

Structure No. ECY	
Year Built:	1916
Back-Back Abutment Length:	148.00 ft
Maximum Span Length:	34.00 ft
Bridge Roadway Width:	15.899 ft
Skew:	0 Degrees
Superstructure Type:	7 Span Bridge with 1 Main Span-Steel-Truss-Thru; and 6 Appr Spans-Timber; Stringer/Girder
Abutment Type:	Timber Cap W/timber cribbing
Abutment Foundation:	Timber-Piles
Pier / Bent Type:	Steel Frame & Timber Pile Bent
Inventory Ratings	
HS20 Truck (36 tons)	11.2 Tons
WY Type 3 Truck (22 tons):	8.8 Tons
WY Type 3S2 Truck (39.95 tons):	15.6 Tons
WY Type 3-3 Truck (40.5 tons):	16.6 Tons
Type SU4 Truck (27.0 Tons):	9.5 Tons
Type SU5 Truck (31.0 Tons):	9.9 Tons
Type SU6 Truck (34.75 Tons):	10.4 Tons
Type SU7 Truck (38.75 Tons):	11.2 Tons
NBI Condition Ratings	
Deck:	6 Satisfactory
Superstructure:	3 Serious
Substructure:	6 Satisfactory
NHPP Performance Rating	Poor

Current Bridge Inspection Report:	May 05, 2022
Other:	Substandard: deck width, bridge rail, under clearance. Deterioration of abutment caps and exposed support pile. Abutment wings are not vertical. Multiple timber stringers split in excess of 50% of span. Truss bent columns are slightly out of plum, concrete footings are deteriorating.

Existing Conditions

Utilities on Bridge:	None
Land Use Requirements (Stockpass or Other):	Railway Overpass
Agricultural Use or Resource Recovery Vehicle Use (Local Roads only):	Agricultural Use and Recreational Access
Existing Vertical Clearance:	22.169 ft (Under Bridge)

HYDRAULICS:

Erosion or Scour Issues:	N/A
Debris or Ice Issues:	N/A
Overtopping Issues:	N/A
Ordinary High-Water Observation:	N/A
Freeboard:	N/A
Other:	Railway overpass

ROADWAY:

Posted Speed Limit (Mainline and Crossroad If applicable):	45mph with signage on West side. Tee Intersection immediately east of structure with stop condition at crossroad. Cross road has a 35mph posted speed limit.
Functional Classification (Mainline and Crossroad If applicable):	Rural Local
Horizontal Alignment (Mainline and Crossroad If applicable):	Tangent
Vertical Alignment (Mainline and Crossroad If applicable):	On curve

Current ADT (Year):	128 (2022)
Projected ADT (Year):	179 (2042)
Typical Section Width:	23.0'
Type of Approach Guardrail:	None present
Utilities:	None visible. Locates will be done during survey.
R/W Limits:	ROW – 60ft estimate – this will be confirmed with survey
Existing Fencing:	4 wire, barbed wire fence west ROW
Existing Surfacing:	Gravel
Other:	

ENVIRONMENTAL:

Wetlands:	No aquatic resources present.
Raptors, Sage Grouse, Prebles Mouse:	No identified wildlife concerns.
Historical Bridge Status:	Not Eligible
Other:	

RECOMMENDATIONS:

ROADWAY:

Horizontal Alignment:	<p>To maintain traffic during construction, the new bridge will be constructed on a new tangent alignment immediately to the south of the existing structure. The alignment offset from the current location will be set to minimized roadway reconstruction.</p> <p>There is not a feasible detour route to facilitate a full closure at this site. The northern proposed detour would have the public crossing private land, the landowner was not in favor of this. The southern proposed detour requires traveling on a fair-weather road and is not recommended by the county.</p>
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Vertical Alignment:	The existing clearance is 22.2' with a 3.0' deep superstructure. The BNSF will require a minimum of 23.5' of under clearance, this difference plus the addition of a superstructure capable of spanning 100'+ will require a grade raise of approximately 3.5'.
Proposed Roadway Guardrail (MASH or NCHRP 350):	NCHRP 350. There May need to be a tight radius bend in the guardrail off the east end of the bridge.
Proposed Roadway Width (Shoulder and Travel Lane):	26 ft road width is recommended per the WYDOT BROS Design guides for bridges that have agricultural use. County concurs with the 26' width.
Clear Zone:	10 foot
Detour:	Adjacent Landowner does not agree to allowing detoured traffic onto their road crossing their land. Propose new bridge to be built adjacent to the existing structure (south of existing bridge). The existing structure will be the onsite detour.
Survey Type:	Land and Topographic. Top of rail shots will be required for 1000' each direction from the proposed structure.
Fencing Type:	Any fencing that is affected by the project will be replaced in kind.
Other:	Surfacing west of the bridge will be gravel. Surfacing east of the bridge will be asphalt pavement. The asphalt pavement is intended to limit mud tracking from CR 140 and the BNSF maintenance road onto Railway Avenue.

STRUCTURE:

Proposed Structure:	A typical three span continuous composite welded plate girder bridge and a single span composite welded plate girder bridge with vertical abutments will be evaluated for this site. The bridge will have a 26'
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	wide roadway with 2'-2" side curbs to accommodate future catch fence and splash boards.
Design Specification(s):	AASHTO LRFD 9 th Ed.
Design Loading:	HL-93 loading; 15 psf Stay in place forms; 25 psf future wearing surface
Bridge Rail Type (MASH or NCHRP 350)(Crash Level):	NCHRP 350 TL-3 Rail Recommendation with MGS approach guardrail. The guardrail on the east end will have radius bends to match the roadway approach onto Railway Avenue. The county's preference is to submit a variance request to BNSF to eliminate throw fence and splash boards. Structure will be designed for these loads in the event that BNSF requires this attachment in the future.
Proposed Wearing Surface:	Concrete
Required Vertical Clearance:	23.5 ft
Cross Road Collision Force Strategy (Clear Zone or TL-5 Level Barrier)	N/A
Staging Requirements:	Propose to use existing County ROW that parallels Railroad Ave.
Detour Structure:	Adjacent Landowner does not agree to allowing detoured traffic onto their road crossing their land. Propose new bridge to be built adjacent to the existing structure (south of existing bridge). Existing bridge will be used during construction.
Utilities Attached to Bridge:	None
Other: BNSF	If substructure units are placed less than the required 25' clear from the centerline of the rail use AREMA design standards for substructure units. Any substructure units to be constructed within the BNSF R/W will have the weight of a crash worthy wall included in the substructure design.

	BNSF review and approvals, provision for future track and maintenance road may be required.
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HYDRAULICS:

Erosion or Scour:	N/A
Debris or Ice:	N/A
Overtopping:	N/A
Ordinary High-Water Observation:	N/A
Freeboard:	N/A
Other:	Evaluate existing and future railroad track drainage design in accordance with BNSF methodology.

ENVIRONMENTAL:

Environmental Document Type:	Categorical Exclusion Type II
Archeological Clearance/Cultural Delineation:	Class III Cultural Survey
Public Involvement:	Normal - Level A, Letters/Notices to adjacent landowners (By County)
Other:	

RIGHT OF WAY:

Land Survey:	Land Survey Required
Acquisitions or Easements Anticipated:	Right of Way will be needed from landowners on the east and west side, Railroad easements will be required to relocate the bridge to the south. The BNSF ROW is wider to the south, try and position the new structure as to not require any additional ROW from the BNSF.
Construction Permits Anticipated:	Will need temporary construction easement for construction material staging and construction. Railroad construction agreements.
Other: BNSF	BNSF agreements

WORK PLAN:

Anticipated Fiscal Year:	2026
Design Engineering (WYDOT or Consultant):	Consultant
Construction Engineering (WYDOT or Consultant)	Anticipated to be WYDOT
Other:	

PRELIMINARY COST ESTIMATE:

Preliminary Engineering		
Geology (HDR)	\$	35,000
Materials Lab (HDR)	\$	12,000
Bridge (HDR)	\$	304,000
Project Development (HDR)	\$	120,000
Photos & Surveys (HDR)	\$	23,000
*Utilities (HDR)	\$	8,000
Environmental Services (HDR)	\$	72,000
WYDOT PE Services (WYDOT)	\$	50,000
Preliminary Engineering Subtotal	\$	624,000
Construction		
**Bridge Construction	\$	2,200,000
Road Construction	\$	844,000
***Inflation	\$	312,000
Construction Engineering (HDR)	\$	20,000
Construction Engineering (WYDOT)	\$	290,000
Construction Subtotal	\$	3,666,000
Total for Project	\$	4,290,000

*Does not include utility adjustment or RW acquisition costs.

**Bridge cost is based on a 200' length x 29.34 width x \$375/SF.

***Inflation is based on 5% for each year until 2026

APPROVAL SIGNATURES:

Nick Siddle
Chairman, Sheridan County Commissioners

Date



1/25/24

Christina Spindler, P.E.
State Highway Development Engineer, Cheyenne

Date



1/29/24

Scott Taylor, P.E.
District Engineer, Sheridan

Date



1/24/2024

Michael Menghini, P.E.
State Bridge Engineer, Cheyenne

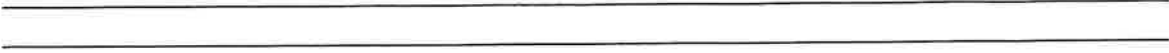
Date

CONCURRED BY:

Keith Fulton, P.E.
Assistant Chief Engineer, Engineering and Planning,
Cheyenne

Date

COMMENTS:



**RESOLUTION 24-02-005
VACATION OF A PORTION OF 15TH STREET BETWEEN
LOT 1 OF BLOCK 80 AND LOT 2 OF BLOCK 81 OF
THE DOWNER ADDITION TO SHERIDAN, WY.**

WHEREAS, pursuant to Wyoming Statute §§ 24-3-101 et seq., and W.S. § 34-12-107 the Board of County Commissioners for Sheridan County, Wyoming, may establish, alter, or vacate a county or subdivision road when it finds the public interest so requires;

WHEREAS on November 28, 2023, the County Clerk received a Petition to Vacate the subject right-of-way.

WHEREAS, on December 5, 2023, the Board appointed Ken Muller to act as the Viewer and, after taking his Oath of Viewer, he filed a written report with the Board on December 13, 2023 recommending the subject right-of-way be vacated as a public right-of-way;

WHEREAS, on January 2, 2024, the Board adopted Resolution 24-01-001 Notice of Intent to vacate the subject right-of-way; which set February 2, 2024 as the date for receipt of written objections and claims for damages and set the date of the meeting wherein the Board would consider the vacation of said right-of-way;

WHEREAS, Notice of the proposed vacation of subject right-of-way was posted on Sheridan County’s Official website January 3, 2023 and published in The Sheridan Press on January 10, 2024 and January 17, 2024;

WHEREAS, said Notice was also provided to those persons identified as interested parties in the Petition and to the City of Sheridan;

WHEREAS, no written objections or claims for damages were received by February 2, 2024;

WHEREAS, the Board finds that the platted public right-of-way known as a portion 15th Street between Lot 1 of Block 80 and Lot 2 of Block 81 within the Downer Addition to Sheridan Wyoming should be vacated; and

WHEREAS, the point of commencement, course and termination point of the subject right-of-way is described on the attached Exhibit A and is recorded in the Office of County Clerk and Recorder on Downer Addition Plat D-3. The City of Sheridan’s GIS utility database indicates there are no public utilities within this portion of 15th Street on the attached Exhibit B.

NOW, THEREFORE, THE BOARD HEREBY RESOLVES THAT:

1. It is in the public interest and for the public good that the platted public right-of-way named 15th Street between Lot 1 of Block 80 and Lot 2 of Block 81 within the Downer Addition to Sheridan, Wyoming be vacated.
2. The subject right-of-way is hereby vacated with the following as its point of commencement, course and termination point of the subject right-of-way is described on the attached Exhibit A and is recorded in the Office of County Clerk and Recorder on Downer Addition Plat D-3. The City of Sheridan’s GIS utility database indicates there are no public utilities within this portion of 15th Street on the attached Exhibit B.
3. This Resolution shall be recorded in the Office of the County Clerk and Recorder for Sheridan County, Wyoming.

4. The Office of the County Clerk and Recorder for Sheridan County, Wyoming shall note on the plat, in the county road records, and the county land records, as appropriate, that the subject right-of-way is vacated.
5. This Resolution supersedes all previous resolutions in conflict herewith.
6. This Resolution shall be effective immediately upon its adoption in accordance with law.

ADOPTED: _____, 20_____.

**BOARD OF COUNTY COMMISSIONERS
SHERIDAN COUNTY, WYOMING**

BY: _____
Chairman

STATE OF WYOMING)
)
County of Sheridan)

This instrument was acknowledged before me on the ____ day of _____, 20__ by _____, as Chairman of the Board of County Commissioners for Sheridan County, Wyoming.

Notary Public