



**AGENDA
CITY OF SHERIDAN
MAY 16, 2022
REGULAR COUNCIL MEETING START 7:00 P.M.**

1. Call to Order
2. Pledge of Allegiance
3. Invocation
4. Roll Call of Members
5. Consideration of Agenda
6. Community Update
 - A. Sheridan Health Center - Wendy Ongaro
 - B. Older Americans Month Proclamation - The Hub, Development Coordinator Lindsay Klug
 - C. Patriot Park - Whitney Board President Roy Garber and Executive Director Patrick Henderson
7. Comments from the Public
8. Public Hearings
 - A. Public Hearing for the Transfer of Retail Liquor License #4 to The Warehouse Gastropub - City Clerk Cecilia Good
 - i. Consideration of the Transfer of Retail Liquor License #4 to The Warehouse Gastropub
9. Consent Agenda
 - A. Consideration of Final Acceptance of Public Infrastructure for Cloud Peak 21 Subdivision - City Engineer Hanns Mercer
 - B. Consideration of Base Bid Award for the Sewer Rehabilitation Project 2022 to Insituform Technologies, LLC in the Amount of \$333,395 - City Engineer Hanns Mercer
 - C. Minutes of Regular Council Meeting May 2nd, 2022

- D. Claims
- 10. Staff Update
- A. National Police Week 2022 Proclamation - Police Chief Travis Koltiska

OLD BUSINESS

- 11. Consideration of the Third and Final Reading of Ordinance #2249 Amending Subdivision Conditions Appendix B Article 2 Section 202 - City Attorney Brendon Kerns

NEW BUSINESS

- 12. Notice of Termination of Contract with Rocky Mountain Ambulance - City Attorney Brendon Kerns
- 13. Consideration of the transfer of \$1 million from General Fund Unreserved Fund Balance to the General Fund Restricted Fund Balance (Cash Reserves) - City Administrator Stuart McRae
- 14. Council Comments and Requests for Future Agenda Items
- 15. Executive Session per Wyoming State Statute 16-4-405, To Consider Accepting or Tendering Offers Concerning Wages, Salaries, Benefits and Terms of Employment During All Negotiations
- 16. Adjournment



CITY OF SHERIDAN, WYOMING

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

Executive

MEMORANDUM

Project Name: Older Americans Month Proclamation - The Hub, Development Coordinator Lindsay Klug

From: Bev Leichtnam, Governmental Relations Admin. Specialist

To: Mayor and Council

CC:

Date:

Attachments

Proclamation

Older Americans Month 2022

A PROCLAMATION

WHEREAS, Sheridan, Wyoming includes a growing number of older Americans who have built resilience and strength over their lives through successes and difficulties; and

WHEREAS, Sheridan, Wyoming benefits when people of all ages, abilities, and backgrounds are included and encouraged to share their successes and stories of resilience; and

WHEREAS, Sheridan, Wyoming recognizes our need to nurture ourselves, reinforce our strength, and continue to thrive in times of both joy and difficulty; and

WHEREAS, Sheridan, Wyoming can foster communities of strength by:

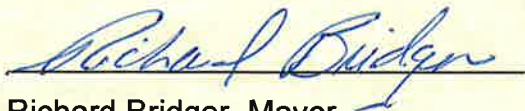
creating opportunities to share stories and learn from each other;

engaging older adults through education, recreation, and service; and

encouraging people of all ages to celebrate connections and resilience.

NOW, THEREFORE, I, Richard Bridger, Mayor of the City of Sheridan, do hereby proclaim the month of May 2022 to be OLDER AMERICANS MONTH in Sheridan, Wyoming and urge every resident to recognize older adults and the people who support them as essential contributors to the strength of our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Sheridan to be imprinted this 16th day of May, 2022.



Richard Bridger, Mayor

City of Sheridan





CITY OF SHERIDAN, WYOMING

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

Clerk

MEMORANDUM

Project Name: Public Hearing for the Transfer of Retail Liquor License #4 to The Warehouse Gastropub - City Clerk Cecilia Good
From: Cecilia Good, City Clerk
To: Mayor and Council
CC: City Administrator Stuart McRae
Date: 05/16/2022

Background:

See the attached application.

Attachments

Transfer of Ownership for Retail License #4 to The Warehouse Gastropub

NEW OR TRANSFER
LIQUOR LICENSE OR
PERMIT APPLICATION

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

To be completed by City/County Clerk

License Fees	Annual Fee: \$	Local License #: 4
	Prorated Fee: \$	Date filed with clerk: 05 / 04 / 2022
	Transfer Fee: \$ 100.00	Advertising Dates: (2 Weeks) 5/7/2022 & 5/13/2022
	Publishing Fee: \$ 90.00	Hearing Date: 05 / 16 / 2022
Publishing Fee Direct Billed to Applicant: ☐		
License Term:	05 / 17 / 2022	Through 12 / 31 / 2022
	Month Day Year	Month Day Year

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

Applicant: The Warehouse Gastropub, LLC, a WY LLC

Trade/Business Name (dba):

Building to be licensed/Building Address: 333 N Brooks St
Number & Street

Sheridan WY 82801 Sheridan
City State Zip County

Mailing Address: 333 N Brooks St
Number & Street or P.O. Box

Sheridan WY 82801
City State Zip

Business Telephone Number: (916) 705-2265 Fax Number: ()

E-Mail Address: christer@historiccady.com

Brief legal description and the zoning of the licensed building or site for licensed building: W.S. 12-4-102 (a) (vi)

GRINNELL ADDITION BLOCK 03 LOTS 14,16,18, 20 & 22 (zoning B2)

FILING FOR ☒ NEW LICENSE ☐ TRANSFER OF LOCATION	FILING IN (CHOOSE ONLY ONE) ☒ CITY OF: SHERIDAN ☐ COUNTY OF:	FILING AS (CHOOSE ONLY ONE) ☐ INDIVIDUAL ☐ PARTNERSHIP ☐ LP/LLP ☒ LLC ☐ CORPORATION ☐ LTD PARTNERSHIP ☐ ORGANIZATION ☐ OTHER
☒ TRANSFER OWNERSHIP FORMERLY HELD BY: Historic Cady, LLC		☐ ASSIGNMENT LETTER ATTACHED
TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)		
☐ RETAIL LIQUOR LICENSE ☐ ON-PREMISE ONLY (BAR) ☐ OFF-PREMISE ONLY (PACKAGE STORE) ☒ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)	☐ RESTAURANT LIQUOR LICENSE ☐ RESORT LIQUOR LICENSE ☐ BAR AND GRILL ☐ LIMITED RETAIL (CLUB) ☐ VETERANS CLUB ☐ FRATERNAL CLUB ☐ GOLF CLUB ☐ SOCIAL CLUB	☐ MICROBREWERY ☐ WINERY ☐ DISTILLERY SATELLITE ☐ WINERY SATELLITE ☐ COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT SPECIAL DESIGNATIONS ☐ CONVENTION FACILITY ☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM ☐ GOLF CLUB ☐ GUEST RANCH ☐ RESORT
To Assist the Liquor Division with scheduling inspections: WHEN DO YOU OPERATE?		
☒ FULL TIME (e.g. Jan through Dec) (specify months of operation) from JAN to DEC	☐ SEASONAL/PART-TIME DAYS OF WEEK (e.g. Mon through Sat) from MON to SUN	☐ NON-OPERATIONAL/PARKED HOURS OF OPERATION (e.g. 10a - 2a) from 10:30am to 12:30am

ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 6

1. BUILDING OWNERSHIP: Does the applicant? W.S. 12-4-103 (a) (iii)

(a) OWN the licensed building?

☐ YES (own)

(b) LEASE the licensed building? (Lease must be through the term of the liquor license)

☒ YES (lease)

If Yes, please submit a copy of the lease and indicate:

(i) When the lease expires, located on page__2__paragraph__2.c__of lease.

(ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page__8__paragraph__10.a__of lease.
(MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)
2. To operate your liquor business, have you assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license and the licensed building? W.S. 12-4-601 (b)

☐ YES ☒ NO
3. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403

(a) Hold any interest in the license applied for?

☐ YES ☒ NO

(b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business?

☐ YES ☒ NO

(c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs?

☐ YES ☒ NO

(d) If you answered **YES** to any of the above, explain fully and submit any documents in connection there within:
4. Does the applicant have any interest or intent to acquire an interest in any other liquor license issued by this licensing authority? W.S. 12-4-103 (b)

☐ YES ☒ NO

If "YES", explain:

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

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

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

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

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

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

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip <i>DO NOT LIST PO BOXES</i>	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Lars Christer Johansson	9/1/1966	14 N Fork Dr, Sheridan WY 82801	916-705-2265	1	100%	YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐

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

7. BAR AND GRILL LICENSE:

Have you submitted a valid food service permit or application? W.S. 12-4-413 (a) ☐ YES ☐ NO

8. RESTAURANT LICENSE:

(a) Give a description of the dispensing room(s) and state where it is located in the building. W.S. 12-4-408 (b)
(e.g. 10 x 12 room in SE corner of building): _____

(b) Have you submitted a valid food service permit or application? W.S. 12-4-407 (a) ☐ YES ☐ NO

(c) Have you attached a drawing of the establishment that includes the restaurant
dispensing room(s)? W.S. 12-4-410 (f) ☐ YES ☐ NO

9. RESORT LICENSE:

Does the resort complex:

(a) Have an actual valuation of at least one million dollars, or have you committed or expended at
least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land?
W.S. 12-4-401(b)(i) ☐ YES ☐ NO

(b) Include a restaurant and a convention facility which will seat at least one hundred (100)
persons? W.S. 12-4-401(b)(ii) ☐ YES ☐ NO

(c) Include motel, hotel or privately owned condominium, town house or home accommodations
approved for short term occupancy with at least one hundred (100) sleeping rooms?
W.S. 12-4-401(b)(iii) ☐ YES ☐ NO

(d) If no on question (c), have a ski resort facility open to the general public in which you
have committed or expended not less than 10 million dollars (\$10,000,000.00)?
W.S. 12-4-401(b)(iv) ☐ YES ☐ NO

(e) Are you contracting/leasing the food and beverage services? W.S. 12-4-403(b)
1. If Yes, have you submitted a copy of the food and beverage contract/lease? ☐ YES ☐ NO

10. MICROBREWERY LICENSE:

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) ☐ YES ☐ NO

(a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT ☐ BAR AND GRILL ☐ WINERY

(b) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☐ NO
(Requires wholesaler license with the Liquor Division)

(c) Do you distribute your products through an existing malt beverage wholesaler?
W.S. 12-2-201(g)(i) (Requires authorization to sell license with the Liquor Division) ☐ YES ☐ NO

11. WINERY LICENSE:

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) ☐ YES ☐ NO

(a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT ☐ BAR AND GRILL ☐ MICROBREWERY

12. LIMITED RETAIL (CLUB) LICENSE:

FRATERNAL CLUBS W.S. 12-1-101(a)(iii)(B)

(a) Has the fraternal organization been actively operating in at least thirty-six (36) states? ☐ YES ☐ NO

(b) Has the fraternal organization been actively in existence for at least twenty (20) years? ☐ YES ☐ NO

13. LIMITED RETAIL (CLUB) LICENSE:

VETERANS CLUBS W.S. 12-1-101(a)(iii)(A):

(a) Does the Veteran's organization hold a charter by the Congress of the United States? ☐ YES ☐ NO

(b) Is the membership of the Veteran's organization comprised only of Veterans and its
duly organized auxiliary? ☐ YES ☐ NO

14. LIMITED RETAIL (CLUB) LICENSE:

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

(a) Do you have more than fifty (50) bona fide members? ☐ YES ☐ NO

(b) Do you own, maintain, or operate a bona fide golf course together with clubhouse? ☐ YES ☐ NO

(c) Are you a political subdivision of the state that owns, maintains, or operates a golf
course? ☐ YES ☐ NO

1. Are you contracting/leasing the food and beverage services? W.S. 12-5-201(g) ☐ YES ☒ NO

2. If Yes, have you submitted a copy of the food and beverage contract/lease? ☐ YES ☒ NO

15. LIMITED RETAIL (CLUB) LICENSE:

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

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

REQUIRED ATTACHMENTS:

- ☒ A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102 (a) (vi).
- ☒ Restaurants: include a drawing of the establishment that includes the dispensing room(s) W.S. 12-4-410 (f).
- ☒ Attach any lease agreements (especially for resort/political subdivisions leasing out food & beverage services) W.S. 12-4-103 (a) (iii)/ W.S. 12-4-403(b)/W.S. 12-4-301(e).
- ☒ If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer W.S. 12-4-601 (b).

OATH OR VERIFICATION

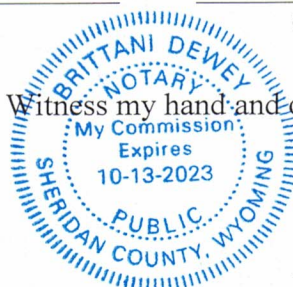
(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)**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

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

STATE OF WYOMING)
) SS.
COUNTY OF Sheridan)

Signed and sworn to before me on this 3rd day of may,
2022 that the facts alleged in the foregoing instrument are true by the following:

1) <u>[Signature]</u> (Signature)	<u>LARS CHRISTER JOHANSSON</u> (Printed Name)	<u>OWNER/MANAGER</u> Title
2) _____ (Signature)	_____ (Printed Name)	_____ Title
3) _____ (Signature)	_____ (Printed Name)	_____ Title
4) _____ (Signature)	_____ (Printed Name)	_____ Title
5) _____ (Signature)	_____ (Printed Name)	_____ Title
6) _____ (Signature)	_____ (Printed Name)	_____ Title



[Signature]
Signature of Notary Public

(SEAL)

My commission expires: 10-13-2023

ASSIGNMENT OF LIQUOR LICENSE

For good and valuable consideration the receipt of which is hereby acknowledged, **Historic Cady, LLC**, a Wyoming limited liability company, of 1 East Alger St., Ste. 200, Sheridan, WY 82801 ("Assignor"), hereby transfers and assigns unto **The Warehouse Gastropub, LLC**, a Wyoming limited liability company, whose address is 333 N Brooks St., Sheridan, WY 82801 ("Assignee"), all of Assignor's right, title, and interest in and to the City of Sheridan Retail Liquor License No. 4 (the "License").

This Assignment is fully subject to all applicable State of Wyoming and City of Sheridan, Wyoming laws, ordinances, and regulations.

Further, it is the parties' intent and understanding that this assignment is conditioned upon and shall not be effective unless and until the State of Wyoming and the City of Sheridan, Wyoming, approve of the transfer of the License to Assignee. If such approvals are not finally obtained for any reason, this Assignment shall be null and void.

DATED the 3rd day of May, 2022.

Historic Cady, LLC, a Wyoming limited liability company

By: 
Lars Christer Johansson, Manager

The Warehouse Gastropub, LLC, a Wyoming limited liability company

By: 
Lars Christer Johansson, Owner



FIRST FEDERAL BANK & TRUST

May 3, 2022

First Federal Bank & Trust
671 Illinois St.
Sheridan, WY 82801

RE: Good standing reference letter for The Warehouse Gastropub LLC and Mr. Lars Christer Johansson

To whom it may concern,

Mr. Johansson and his related entities, including recently formed Warehouse Gastropub LLC, are valued clients of First Federal Bank & Trust (the "Bank") with a banking relationship since 2016. The Bank has determined the client is financially sound and formally organized to transact business as a Wyoming Limited Liability Company. The client relationship is considered in good standing with the bank.

If you require additional information, please contact me (djdearcorn@efirstfederal.com).

Sincerely,

DJ Dearcorn
SVP, Commercial Lending

ALCOHOL SALES & DISPENSING AREAS

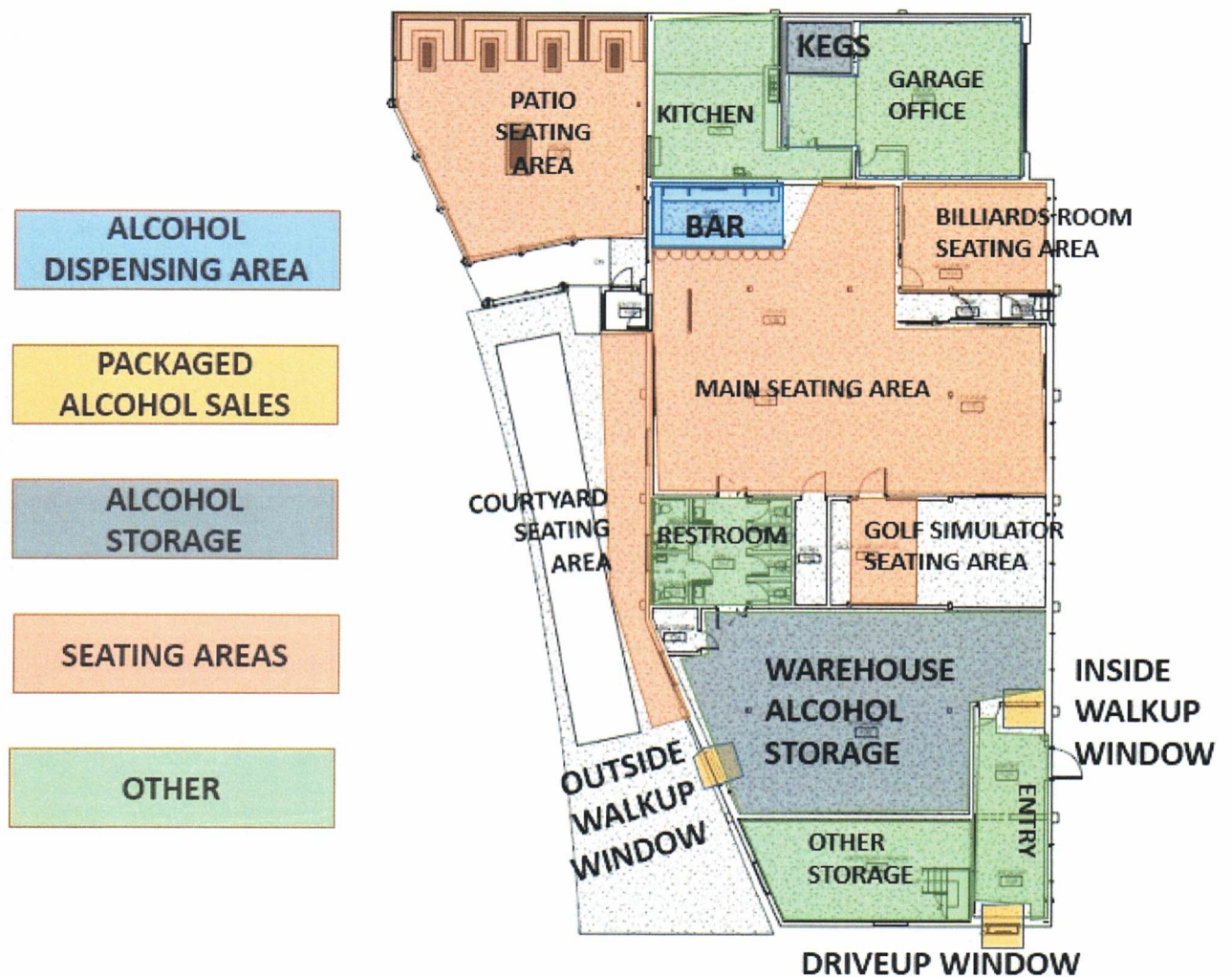
The only dispensing area is the BAR, depicted using blue background.

There are three locations where packaged alcohol is sold, depicted using yellow background.

Additional alcohol, beyond what is stored in the bar, will be stored in the room designated as "Warehouse Alcohol Storage".

Beer kegs are stored in a walk-in cooler between the kitchen and the garage.

Orange represents areas where patrons can consume alcohol.



COMMERCIAL LEASE AGREEMENT

HISTORIC CADY, LLC & THE WAREHOUSE GASTROPUB, LLC

This Commercial Lease Agreement ("Agreement" or "Lease") is made by and between Historic Cady, LLC, a Wyoming limited liability company, of 1 East Alger St., Ste. 200, Sheridan, WY 82801 ("Lessor") and The Warehouse Gastropub, LLC, a Wyoming limited liability company, of 333 N Brooks St ("Lessee").

It is as agreed as follows:

1. Property, Improvements and License. Lessor hereby leases unto Lessee the entire property located at 333 North Brooks St, Sheridan, WY 82801 and more particularly described as follows:

Legal description of property: GRINNELL CORRECTED ADDN BLOCK 12 ALL LOT F, N 50' LOT C, S 90' LOT B.

Said leased property and improvements encompasses approximately 7500 sq. feet +/- of leased space, with the property having approximately 0.32 acres of land.

(the "**Property**").

Lessor shall assign its interest in State of Wyoming – City of Sheridan Retail Liquor License No. 4 (the "License") unto Lessee pursuant to all applicable laws and regulations. Upon any termination of this Lease Agreement pursuant to its terms or otherwise by operation of law, Lessee shall promptly and in good faith execute and deliver unto the Lessor any and all instruments and documents necessary to effectuate a full, final and lawful transfer of the License unto the Lessor.

COMMERCIAL LEASE AGREEMENT

HISTORIC CADY, LLC & THE WAREHOUSE GASTROPUB, LLC

2. **Term.** This Agreement shall commence as of 12:01 a.m. (MDT) on May 1, 2022 and shall be divided into three components: A “**Property Improvement Term**”; a “**Partial Month Term**”; and an “**Initial Lease Term**”. At the end of the Term, a “**Month-To-Month Term**” may commence.

a. **Property Improvement Term.** This term shall commence as of 12:01 a.m. (MDT) on May 1, 2022. During this Term, Lessee shall not owe or pay rent. This term shall end at the earliest of:

i. Fourteen (14) calendar days following the date when improvements identified in **EXHIBIT “C”** are substantially and sufficiently completed for Lessee to be able to start business operations generating income, or

ii. On the date of the first revenue generating activity in or on the property.

b. **Partial Month Term.** This term shall become active if the Property Improvement Term ends on any day other than the first (1st) day of month. If activated, this term shall commence as of 12:01 a.m. (MDT) on the date the Property Improvement Term ends and run through and until 12:01 a.m. (MDT) on the first day of the following month. The Base Rent shall be prorated based on the portion of the month this term is active. As an example, if this term commences on July 8, the Base Rent for the month shall be calculated as: Seven Thousand Five Hundred US Dollars (\$7,500 US) divided by thirty-one (there are 31 days in July) multiplied by twenty-four (July 8 to July 31 including both start and end date calculates to 24 days), for a prorated Base Rent of \$5,806.45 US Dollars. Percentage Rate shall be calculated as defined below and adjusted based on prorated Base Rent.

c. **Initial Lease Term.** If Property Improvement Term ends on the first day of a month, then this term shall commence as of 12:01 a.m. (MDT) on that date. Otherwise, it shall commence as of 12:01 a.m. (MDT) on the first (1st) day of the following month. The Initial Lease Term shall run for ten (10) years, ending as of 12:01 a.m. (MDT) on the tenth (10th) anniversary of the date the Initial Lease Term commenced. As an example, if the Initial Lease Term commences on July 1, 2022, it shall run through 12:01 a.m. (MDT) on July 1, 2032. The dates shown in this Lease assume the Initial Lease Term will commence on July 1, 2021. If the Initial Lease Term commences on a different date, all dates in this Lease Agreement shall be changed according to a ten (10) year Initial Lease Term.

COMMERCIAL LEASE AGREEMENT

HISTORIC CADY, LLC & THE WAREHOUSE GASTROPUB, LLC

d. Month-To-Month Term. At the end, or expiration, of the Initial Lease Term, and only if the Lessee is otherwise fully in good standing pursuant to all the terms and conditions of this Agreement, this Agreement shall convert to a month-to-month term subject to modified rent as set forth herein and that may be terminated by either party with thirty (30) calendar days advance notice. If the Lessee remains on the Property after expiration of the Lease Term or any subsequent authorized month-to-month tenancy pursuant to this Agreement for any other reason or on any other basis, then the Lessee shall be deemed to be a tenant at sufferance in all respects and for all purposes.

3. Rent. For each time period set forth below that this Agreement remains in effect, said rent shall be paid in consecutive monthly installments as follows:

a. During the Property Improvement Term, the Lessee shall not owe or pay rent.

b. Beginning on July 1, 2022 and continuing thereafter for the remainder of the lease term, monthly rent due and payable by the Lessee unto the Lessor shall be calculated based upon the total of two elements: "Base Rent" plus "Percentage Rent" and as follows:

i. "Base Rent" for each month during the first consecutive twelve (12) calendar months of the Lease Term shall be Seven Thousand Five Hundred US (\$7,500 US). Base Rent for each month shall be due and payable on the first (1st) day of the month with the first payment of Base Rent due and payable to the Lessor on July 1, 2022; plus,

ii. "Percentage Rent" for each month, calculated as Eight Percent (multiple of 0.08) of the Lessee's actual reported "Gross Sales" for the month minus the Base Rent due and payable for that month. If this calculation results in zero or a negative number, then the calculated amount for that month's Percentage Rent shall be deemed to be zero. Because each month's respective Percentage Rent cannot be calculated until a month has ended, Percentage Rent, when due, shall be due and payable in arrears, on the first (1st) day of the next calendar month.

c. For the portion of the Lease Term beginning on July 1, 2022 running continually through June 30, 2032, the monthly Base Rent shall, on July 1 every year, be increased to the greater amount resulting from the following calculations:

i. Current Base Rent from prior month, June, plus Four Percent, calculated as Current Base Rent from June multiplied by 1.04, and,

ii. Eight Percent (multiple of 0.08) times Seventy-Five Percent (multiple of 0.75) of the average Monthly Gross Sales for the immediately preceding twelve (12) months.

COMMERCIAL LEASE AGREEMENT

HISTORIC CADY, LLC & THE WAREHOUSE GASTROPUB, LLC

d. When the Lease Term ends on June 30, 2032, the final calculation of Percentage Rent due and payable for the Lease Term shall be due and payable on July 1, 2032.

e. If the Lessee continues to lease the Property on a month-to-month basis after June 30, 2032 as set forth in this Agreement, then for such month-to-month tenancy:

i. "Base Rent" for each month shall continue to be due and payable on the first (1st) day of each month. Base Rent shall, starting on July 1, 2032 and on July 1 for each subsequent year the lease remains a month-to-month agreement, be increased to the greater amount from the following calculations:

a) Current Base Rent from prior month, June, plus Twelve Percent, calculated as Current Base Rent from June multiplied by 1.12, and,

b) Ten Percent (multiple of 0.10) times Seventy-Five Percent (multiple of 0.75) of the average Monthly Gross Sales for the immediately preceding twelve (12) months.

ii. "Percentage Rent" for each month shall be calculated as Ten Percent (multiple of 0.10) of the Lessee's actual reported "Gross Sales" for the month minus the Base Rent due and payable for that month. If this calculation results in zero or a negative number, then the calculated amount for that month's Percentage Rent shall be deemed to be zero. Because each month's respective Percentage Rent cannot be calculated until a month has ended, Percentage Rent, when due, shall be due and payable first (1st) day of the month that immediately follows the month for which it is due.

f. Rent Schedule. The parties have attached an agreed Rent Schedule chart and calculation example to this Agreement as **EXHIBIT "B"**. Said EXHIBIT "B" Rent Schedule is expressly adopted into this Agreement by this reference.

g. Personal Guaranties. If the event Personal Guaranties are required (see checkbox 3.g.i below), at the execution of this Agreement, the Lessee shall provide fully executed original copies of the personal guaranties set out in the attached Error! Reference source not found.. Said Error! Reference source not found. personal guaranty forms are expressly adopted into this Agreement by this reference.

i. ☐ Personal Guaranties are required.

ii. ☒ Personal Guaranties are NOT required.

COMMERCIAL LEASE AGREEMENT

HISTORIC CADY, LLC & THE WAREHOUSE GASTROPUB, LLC

4. Non-Performance. On July 1 of each year during the Lease Term beginning with July 1, 2023 (or the next regular business day if July 1 in any year falls on a weekend day), the Lessor shall calculate the total rent (all Base Rent due or paid plus all Percentage Rent due or paid) for the immediate prior year. If that total rent for the immediate prior year is less than the Base Rent from the immediately preceding month multiplied by Twelve (12) plus Six and One-Half percent (a multiple of 0.065), then, for a period of one-hundred twenty (120) calendar days starting on July 2, the Lessor shall have the right to provide the Lessee with a signed written notice of the Lessor's election to terminate this Agreement for non-performance. If the Lessor elects to timely provide such notice and terminate this Agreement, then Lessor shall have Sixty (60) calendar days from the date of the provision of the notice to vacate the Property pursuant to this Agreement. Upon the Lessee's timely vacation of the Property and full payment of all amounts owed to the Lessor, this Agreement shall terminate in all respects.

5. Payments. All payments due shall be made payable to the Lessor and paid at: 1 East Alger St., Ste. 200, Sheridan, WY 82801 or by verifiable direct deposit as otherwise arranged by the parties in writing.

a. Payments Due. All payments, unless otherwise specified in this Agreement, shall be due and payable when invoiced.

b. Late Fee. Any payments or invoices that are more than ten (10) calendar days past due shall accrue a "Late Fee" equal to Ten Percent (10.00%) of the amount due.

c. Interest Fee. Any payments or invoices that are more than ten (10) calendar days past due on the 1st of each month shall accrue an "Interest Fee" at the simple interest rate of One- and One-Half Percent (1.50%) of the amount due.

6. Lessee's Regular Reporting. The Lessee or the Lessee's authorized designee shall provide the Lessor or the Lessor's authorized designee with the following complete and accurate financial reporting:

a. No later than the first day of each month during which the Agreement is in effect and rent is due, the Lessee or the Lessee's designee shall provide unto the Lessor or the Lessor's designee with a Gross Sales Report, which report shall consist of and include a simple accurate report of the Lessee's gross sales revenue for the prior month as such gross sales revenue is intended to be reported on State of Wyoming Sales Tax Report.

b. No later than five (5) calendar days immediately following the date it is due, the Lessee shall provide the Lessor with the Lessee's monthly State of Wyoming Sales Tax Report, which shall be an accurate and complete copy of the State of Wyoming sales tax report form(s) that the Lessee actually files with the State of Wyoming according to law.

COMMERCIAL LEASE AGREEMENT

HISTORIC CADY, LLC & THE WAREHOUSE GASTROPUB, LLC

c. No later than fourteen (14) calendar days immediately following the date of filing United States tax return, for any tax year during which this agreement was completely or partially active, the Lessee or the Lessee's authorized designee shall provide the Lessor or the Lessor's authorized designee with a complete and accurate copy of such United States tax return. The parties may agree to establish a protocol for the provision by the Lessee to the Lessor of this financial information using an agreed secure electronic method. The parties shall act in good faith to maintain all such reports and the financial data that they contain confidentially consistent with the stated intent and purposes of this Agreement.

d. In addition to the requirements set out in subsection 6.b above, Lessee shall, upon written request from Lessor, provide the Lessor with financial reporting, including but not limited to monthly Income Statements and Balance Sheets.

e. All financial reporting and/or tax information provided by the Lessee to the Lessor pursuant to this Section shall be held and used only by the Lessor or the Lessor's accountant(s) and/or attorney(s) on a confidential basis and shall not be disclosed to any other third party without the prior signed written authorization of the Lessee.

7. **Security Deposit.** At the time of the Lessee's execution of this Agreement, the Lessee shall pay the Lessor a one-time security deposit in the amount of Seven Thousand Five Hundred US Dollars (\$7,500.00 US). Said amounts shall be held by the Lessor in a rental deposit escrow account maintained and managed by the Lessor or the Lessor's designate with all funds held in such account not being required to bear or accrue interest for any party. Said security deposit shall be used or paid out by the Lessor, only for the following purposes:

a. The Lessor shall inspect the Property within fifteen (15) calendar days immediately following any termination of this Agreement. The security deposit, less any and all deductions provided in paragraph 5.b. *infra*, shall be promptly refunded to Lessee following inspection by the Lessor or the Lessor's designate, which inspection shall be for the purpose of: i) ascertaining if the Property are neat and clean normal wear and tear excepted; and, ii) to document and verify all damages, if any, to furniture, walls, doors, windows, trim and fixtures; excessive wear, if any, to carpets, furniture, tile, paint, and the general physical condition of the Property. If through inspection it is determined that the security deposit is insufficient to pay necessary cleaning and repairs, Lessee shall promptly pay to Lessor all actual costs incurred by Lessor in order to put the Premises in substantially the same condition as when the Lessee took possession.

COMMERCIAL LEASE AGREEMENT

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b. Upon Lessor's termination of this Agreement due Lessee's non-payment of rental or breach of any term of covenant herein, or if the Lessee vacates or abandons the Premises prior to the expiration of the full Agreement term without payment of rent in full, the Lessor shall have the right to retain or apply so much of this security deposit as shall reimburse the Lessor for unpaid rent, Late Payment Charges, and Interest Fees; and/or damages suffered by Lessee's failure to comply with the covenants herein.

8. **Utilities, Common Area Maintenance and Property Insurance.** The Lessee shall, proportionate to its use of the Property in the Historic Cady Building location, pay for all reasonable and necessary utility costs, common area maintenance charges and insurance costs for the Property as follows:

a. **Utilities.**

i. At all times, the Lessee shall pay for all utilities, including but not limited to gas & electricity, water, sewer, garbage collection, etc.

ii. At all times, the Lessee shall pay for its own Internet, telephone or other similar communications or entertainment service(s) costs, fees and/or subscriptions that it uses on or for the Property.

b. **Janitorial Maintenance.** Lessee shall provide janitorial services necessary to keep any improvements on or to the Property in a clean and sanitary condition in full timely conformance to all applicable local, county and/or State laws, ordinances and regulations as applicable.

c. **Common Area Maintenance Charges.** The Lessor shall, for each month, calculate and invoice to Lessee the Lessee's proportionate share of Common Area Maintenance charges actually incurred by the Lessor for the common area maintenance, including but not limited to shared spaces such as: parking lot and parking lot lighting, sidewalks, exterior lighting, signage, walkway, hallway and shared space utilities repairs and maintenance, sidewalk and parking lot snow removal, elevators, shared common or public restrooms, and shared space utility expense. Such charges invoiced to the Lessee shall be calculated in a ratio that the square footage of the Property bears to the actual total rentable, see the attached Error! Reference source not found., square footage of the Property multiplied times the actual total Common Area Maintenance Charges paid by the Lessor for each month.

COMMERCIAL LEASE AGREEMENT

HISTORIC CADY, LLC & THE WAREHOUSE GASTROPUB, LLC

d. **Property Insurance.** The Lessor shall annually contract for, bind and pay for casualty insurance coverage for the Building and grounds including the Property. Lessor shall calculate and invoice to Lessee the Lessee's proportionate share of the monthly Property insurance premium cost. Such charges invoiced to the Lessee shall be calculated in a ratio that the square footage of the Property bears to the actual total rentable, see the attached Error! Reference source not found., square footage of the Historic Cady Building Property multiplied times the actual total Insurance cost for each month.

9. **Taxes.** In addition to rent, utilities, common area maintenance charges and insurance, the Lessee shall pay Lessee's *pro rata* share of all annual or annualized property taxes and assessments associated with the Property (collectively the "Property Taxes") as amortized and invoiced by the Lessor to the Lessee monthly. No later than October 15 of each year during any Lease Term, the Lessor shall calculate Lessee's *pro rata* share of such Property Taxes in a ratio that the square footage of the Property bears to the actual total rentable, see the attached Error! Reference source not found., square footage of the Building Property multiplied times the actual total annualized Property Taxes. The Lessor shall then inform the Lessee of the revised monthly amount of Property Tax Allocation that Lessee shall pay. This Property Tax Allocation shall be due and payable on the 1st of each month, starting November 1. The Lessee shall timely pay any and all taxes or assessments arising out of the Lessee's personal property and/or business. The Lessee shall not allow any tax or assessment lien or similar claim to be filed or recorded against title to the Property or any improvements to the Property at any time.

10. Lessee's Use.

a. The Lessee intends to and shall use the Property subject to the terms and conditions of this Agreement to operate a retail food service and packaged alcohol business. That business will include the sale of alcoholic beverages pursuant to an appropriate and valid City of Sheridan Retail Liquor License obtained and held by the Lessee at the Lessee's sole expense, and this Lease is contingent upon Lessee obtaining such license. The Parties shall agree that said contingency shall be removed from this Lease upon any of these events:

i. **Retail Liquor License obtained.** When Lessee acquires or obtains a Retail Liquor License, the contingency is removed.

ii. **Lessee's Written Notice.** Lessee may remove this contingency by providing Lessor with written notice of request to remove the contingency.

b. Lessee shall have quiet enjoyment and use of the Property fully subject to all of the terms and conditions of this Agreement. The Lessee shall make such use(s) in full compliance with all relevant and/or applicable City, County, State and/or Federal laws and regulations.

COMMERCIAL LEASE AGREEMENT

HISTORIC CADY, LLC & THE WAREHOUSE GASTROPUB, LLC

c. The Lessor expressly reserves the right to grant licenses or easements on the Property, and to dedicate for public use portions thereof, without Lessee's consent provided that no such grant or dedication shall in any manner materially or unreasonably interfere with or hinder Lessee's use of the Property or otherwise cause Lessee to incur additional cost or expense directly resulting from such a grant or grants by the Lessor pursuant to this paragraph. From time to time upon Lessor's reasonable and timely request, Lessee shall execute, acknowledge and deliver to Lessor or Lessor's express designee, in accordance with Lessor's instructions, any and all documents or instruments actually necessary to affect a grant or dedication by lessor pursuant to this paragraph.

11. Condition of Property and Repairs.

a. Otherwise consistent with the agreed repairs and improvements set out in the attached EXHIBIT "C" and reasonably subject to the Historic Cady Building and grounds renovation scheduled to take place during the Lease Term, the Lessee shall pay to keep the Property and every part thereof, including windows and plate glass, tiles and carpets, floors, plumbing, doors, wall coverings and paint in good order and repair. The Lessee shall promptly report to the Lessor any and all repairs or maintenance that the Lessee determines are necessary and the Lessor shall then have the option, at the Lessor's sole election, to either:

i. authorize the Lessee to proceed to contract with a qualified contractor acceptable to the Lessor to perform the relevant repairs; or,

ii. choose and contract with a qualified contractor acceptable to the Lessor to perform the relevant repairs, which contractor will then invoice the Lessee for direct payment.

b. The Lessor shall be solely responsible to repair and maintain only the following items on or for the Property while this Agreement is in effect: Major repairs and replacement of HVAC, Plumbing, Roof and Interior/Exterior Structural Walls. In all circumstances, Lessee shall be responsible for routine maintenance of these items.

c. Repairs, replacements, and maintenance of and for all Common Areas shall be performed and paid by the Parties pursuant to Section 8.c above and **Error! Reference source not found.** to this Agreement.

d. The Lessee shall pay for regular maintenance and repair of any personal property leased to the Lessee pursuant to this Agreement. The Lessee shall be solely responsible to pay for all replacements of the Lessor's personal property leased to the Lessee pursuant to this agreement that the Lessee or its employees or agents damage, break or destroy.

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HISTORIC CADY, LLC & THE WAREHOUSE GASTROPUB, LLC

e. Prior to executing this agreement, the Lessee hereby expressly acknowledges that its representatives and agents have exercised a full and complete opportunity to inspect the Property and have been in the Property making some improvements in anticipation of this Agreement with the Lessor's permission prior to Lessee's execution of this Agreement. No representations have been made by Lessor to Lessee concerning the physical condition of the Property or fitness for the Lessee's purpose(s). Lessee is accepting the Property in an "AS IS" and "WHERE IS" physical condition after having exercised a full and fair right to inspect and survey the Property as the Lessee deemed necessary prior to Lessee's execution of this Agreement.

f. The Lessee shall surrender the same at the conclusion of this Agreement in as good a condition as received or as improved according to this Agreement, ordinary documented wear and tear excepted or as otherwise required pursuant to this Agreement.

12. Lessor's Entry. Lessor shall have the ongoing right, upon reasonable prior good faith request, to enter and inspect the Property at all reasonable times. Lessor shall have the ongoing right to make immediate entry for inspection and/or to facilitate repairs or to mitigate damage in the event of an emergency.

13. Insurance.

a. Lessee shall timely obtain, pay for, and maintain for the entire term of this Agreement, at its own expense, a commercial general liability policy providing coverage for retail food service including alcohol and/or liquor sales with limits of no less than One Million Dollars (\$1,000,000.00 US) combined single limit per occurrence/Two Million Dollars (\$2,000,000.00 US) Aggregate. Lessee's insurance policy shall be primary and shall at all times expressly name Lessor as a named Additional Insured on the policy or by proper endorsement to the policy. Lessee's insurance shall be maintained with an insurance company licensed and admitted in the State of Wyoming with an A M Best's rating of A- or higher.

b. To the extent such risks of loss are not covered in the insurance policy required under paragraph 13.a. above, Lessee shall also obtain and keep in force during the term of this Agreement a policy of insurance naming Lessor as an insured and covering loss or damage to the Property and all improvements to the Property during the term of this Agreement, in an amount of the full replacement values thereof, providing protection against all perils included within the classifications of: flooding and/or water damage due to plumbing failure, fire, extended coverage, vandalism, malicious mischief, and special extended perils (all risk). The insurance shall provide for the payment of loss thereunder to Lessor. If the Lessee fails to procure and maintain this insurance, the Lessor may, but shall not be required to, procure and maintain the same. In the event of loss or damage to the Property, the insurance proceeds shall be used and applied as provided in this Agreement.

COMMERCIAL LEASE AGREEMENT

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c. On or before the ending of the Property Improvement Term, 2.a above, Lessee shall deliver to Lessor, copies of policies of such insurance or certificates evidencing the existence and amount of the insurance required by this paragraph. No such policy shall be cancellable or subject to reduction of coverage or other modification except after ten (10) calendar days' prior written notice to Lessor, Lessee shall, within ten (10) calendar days prior to the expiration of such policies, furnish Lessor with renewals or "binders" thereof, or Lessor may order such insurance and charge the cost thereof to Lessee, which amount shall be payable by Lessee upon demand. Lessee shall not do or permit to be done anything, which shall invalidate the insurance policies referred to above.

d. Lessee shall at all times assume the risk of damage to any fixtures, goods, inventory, merchandise, equipment, furniture and similar personal property of Lessee and Lessor shall not be liable for any damage or injury to Lessee's business or any loss of income therefrom relative to such damage or injury.

e. Lessor may, but shall not be obligated to, obtain and bind casualty and/or liability coverage for all or any part of the Property in its discretion. The procurement of any such coverage by the Lessor shall not change or in any way ameliorate the Lessee's express insurance requirements set out in sections 10.a, 10.b, and 10.c above in this paragraph.

14. Waiver of Subrogation. Lessee hereby fully and knowingly waives any and all rights of recovery against Lessor, or against the officers, employees, agents and representatives of Lessor, for loss of or damage to Lessee or its property or the property of others under its control, where such loss or damage is insured against under any insurance policy in force at the time of such loss or damage. As applicable, the Lessee shall, upon obtaining the policies of insurance, give reasonable timely notice to the insurance carriers that the foregoing waiver of subrogation is contained in this Agreement.

15. Indemnity.

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HISTORIC CADY, LLC & THE WAREHOUSE GASTROPUB, LLC

a. General. In addition to any other respective obligations of the Parties hereunder, including the obligations of Parties to provide insurance, each of the Parties shall fully defend, indemnify and hold the other Party harmless for, from and against: any and all claims arising from each Party's respective use(s) of the Property, or from the conduct of either Party's respective business or related activities, work or things done or permitted. Each Party shall further fully defend, indemnify and hold the other Party harmless for, from and against any and all claims arising from any uncured material breach or default by the other Party in the performance of any obligation under the terms of this Agreement, or arising from any negligence of the other party or of the other Party's agents, contractors, or employees, and for, from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon.

b. Lessee's Business. In addition to any other obligation of Lessee hereunder, including any obligation of Lessee to provide insurance, Lessee hereby agrees that Lessor shall not be liable for injury to Lessee's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of Lessee, Lessee's guests, employees, invitees, customers, or any other person in or about the Property, nor shall Lessor be liable on any basis for injury to the person of Lessee or Lessee's employees, agents or contractors, whether such damage or injury is caused by or results from a condition on or arising out of the Property for which the Lessee is responsible pursuant to this Agreement.

16. Damage or Destruction of Property. Except as more specifically set out as between the Parties in Section 11 above in this Agreement, the Lessor shall never be required or obligated under this Agreement in any way or on any basis, to repair or replace any improvements or fixtures on or associated with the Property. If the Premises is substantially damaged or destroyed by fire or other casualty so that such, in the Lessor's sole good faith discretion, said damage cannot reasonably be repaired after such damage or destruction, then the Lessor may terminate this Agreement by giving the other party written notice of its election to terminate within thirty (30) calendar days after such casualty.

17. Assignments and Subletting. The Lessee shall not voluntarily, involuntarily, or by operation of law, assign, transfer, sublease or otherwise transfer or encumber all or any part of Lessee's interest in this Lease or in the Property, without the express informed signed written approval of the Lessor. Any consent by Lessor to one sublease, assignment, transfer, mortgage, or subletting shall not be deemed valid consent on any basis by that party to any other assignment, transfer, mortgage or subletting.

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18. Condemnation. If the Property or any portion thereof, are taken under the power of eminent domain, or sold by Lessor under the threat of the exercise of said power (all of which is herein referenced as "condemnation"), this Lease shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If more than Twenty-Five percent (25.00%) of the floor area being leased by Lessee is taken by condemnation, either Lessor or Lessee may elect to terminate this Lease as of the date the condemning authority takes possession by giving notice in writing of such election within twenty (20) calendar days after Lessor shall have notified Lessee of the taking or, in the absence of such notice, then within twenty (20) calendar days after the condemning authority shall have taken possession. If this Lease is not terminated by either Lessor or Lessee, then it shall remain in full force and effect as to the portion of the Property remaining, provided the rental shall be reduced in proportion to the leased floor area of the building taken within the Property.

19. Hazardous or Illegal Materials. Lessee shall not use the Property for any storage or disposal of any toxic, hazardous, or illegal materials, substances, or wastes and shall fully defend, indemnify, and shall at all relevant times fully defend, indemnify and hold the Lessor, its owners, employees, agents or representatives harmless against any claims arising out of the Lessee's use of the Property with regard to any toxic, hazardous or illegal materials, substances, or wastes.

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HISTORIC CADY, LLC & THE WAREHOUSE GASTROPUB, LLC

20. Notices. Whenever under this Lease provision is made for any demand, notice or declaration of any kind, or where it is deemed desirable or necessary by either party to give or serve any such notice, demand or declaration to the other party, it shall be:

To Lessor:

Historic Cady, LLC
Attn: Christer Johansson, Manager
1 East Alger St., Ste. 200
Sheridan, WY 82801

With a copy to:

Wendtland & Wendtland, LLP
Anthony Wendtland, Esq. 2161 Coffeen Ave., Ste. 301
Sheridan, WY 82801
307.673.4696
tony@wendtlandlaw.com

To Lessee:

The Warehouse Gastropub, LLC
Attn: Christer Johansson, Owner
333 North Brooks St
Sheridan, WY 82801

21. Default. In the event of any material default or breach by either party, the other party shall provide the alleged breaching or defaulting party written notice of the specific alleged default(s) or breach(es). If the any party receiving such a notice fail(s) to fully cure any such breach or default within thirty (30) calendar days after the date of the notice, then the party providing the notice may, without limiting that party in the exercise of any right or remedy which that party may have, proceed as follows:

a. In the event of any uncured material breach or default by the Lessee, after notice required pursuant to this Agreement, the Lessor may, in its sole discretion:

i. Terminate Lessee's right to possession of the Property by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession of the Property to Lessor. In such event, Lessor shall be entitled to recover from Lessee all damages incurred by Lessor by reason of Lessee's default, including, but not limited to, the cost of recovering possession of the Property and actual reasonable expenses of reletting. In the event Lessee shall have abandoned the Property, Lessor shall have the option of: (1) retaking possession of the Property and recovering from the Lessee the amount specified in this paragraph; or, (2) proceeding under subparagraph (ii) below.



COMMERCIAL LEASE AGREEMENT

HISTORIC CADY, LLC & THE WAREHOUSE GASTROPUB, LLC

ii. Maintain Lessee's right to possession, in which case this Lease shall continue in effect whether or not Lessee shall have abandoned the Property. In such event, Lessor shall be entitled to enforce all of Lessor's rights and remedies under this Lease, including the right to recover the rent as it becomes due hereunder.

iii. Require and enforce specific performance.

iv. Pursue any other remedy now or hereafter available to Lessor under the laws or judicial decisions of the State of Wyoming.

b. In the event of any uncured material breach or default by the Lessor, after notice required pursuant to this Agreement, the Lessee may, in its sole discretion, pursue any other remedy now or hereafter available to Lessor under the laws or judicial decisions of the State of Wyoming, including the right to require specific performance.

All such remedies are intended to be cumulative and to the fullest extent possible pursuant to applicable law for all parties.

22. **Time of Essence.** Time is of the essence of this Lease Agreement.

23. **Estoppel Certificate.**

a. Lessee shall at any time upon not less than ten (10) calendar days prior written notice from Lessor execute, acknowledge, and deliver to Lessor a statement in writing certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the rent and any other charges are paid in advance, if any, and acknowledging that there are not, to Lessee's knowledge, any uncured defaults on the part of Lessor hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any person to whom it shall be delivered by Lessor including any prospective purchaser or encumbrancer of the Property or any part of the Property.

b. Lessee's failure to deliver such statement within such time shall be conclusive upon Lessee that this Lease is in full force and effect, without modification except as may be represented by Lessor; that there are no uncured defaults in Lessor's performance.

COMMERCIAL LEASE AGREEMENT

HISTORIC CADY, LLC & THE WAREHOUSE GASTROPUB, LLC

24. Waivers. No waivers by Lessor of any provisions of this Agreement shall be deemed to be any waiver of any other provision hereof or of any subsequent breach by Lessee of the same or any other provision. Lessor's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to or approval of any subsequent act by Lessee. The acceptance of rent hereunder by Lessor shall not be a waiver of any preceding breach by Lessee of any provision of this Agreement, other than the failure of Lessee to pay the particular rent so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent.

25. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive, but shall wherever possible, be alternative and cumulative with all other remedies at law or in equity.

26. Attorneys' Fees. If either party named herein brings an action to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action, on trial or appeal, shall be entitled to his reasonable attorneys' fees and costs to be paid by the losing party as fixed by the court.

27. Independent. Nothing set forth in this Section of this Agreement or in any other part or parts of this Agreement shall, on any basis, expressly or impliedly create or establish any partnership, joint venture or any other similar express or implied business relationship(s) by or between the Lessor or the Lessee or any other person or entity. Lessee shall at all times be solely responsible for management and payment of and for all details attributable to the set-up and operation of the business that it plans to operate on the Property pursuant to this Agreement only as an independent contractor at all relevant times.

28. Entire Agreement. This Agreement represents the entire integrated written agreement between the parties and there are no other agreements or representations respecting the leased Property or the duties of the parties in relation thereto not expressly set forth in this document. This Agreement may only be amended in a written amendment agreement signed by all parties.

COMMERCIAL LEASE AGREEMENT

HISTORIC CADY, LLC & THE WAREHOUSE GASTROPUB, LLC

29. Applicable Law and Venue. The substantive and procedural laws of the State of Wyoming shall govern the validity of this agreement, its interpretation and performance and all claims related to it. A court of appropriate jurisdiction located in Sheridan County, State of Wyoming, shall have venue and jurisdiction for the purposes of determining claims arising under this Agreement, and Lessor and Lessee hereby expressly agree and consent in advance to such venue jurisdiction.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as follows:

LESSOR:

HISTORIC CADY, LLC

By: 
Christer Johansson, Manager

Date: MAY 3, 2022

LESSEE:

THE WAREHOUSE GASTROPUB, LLC

By: 
Christer Johansson, Owner

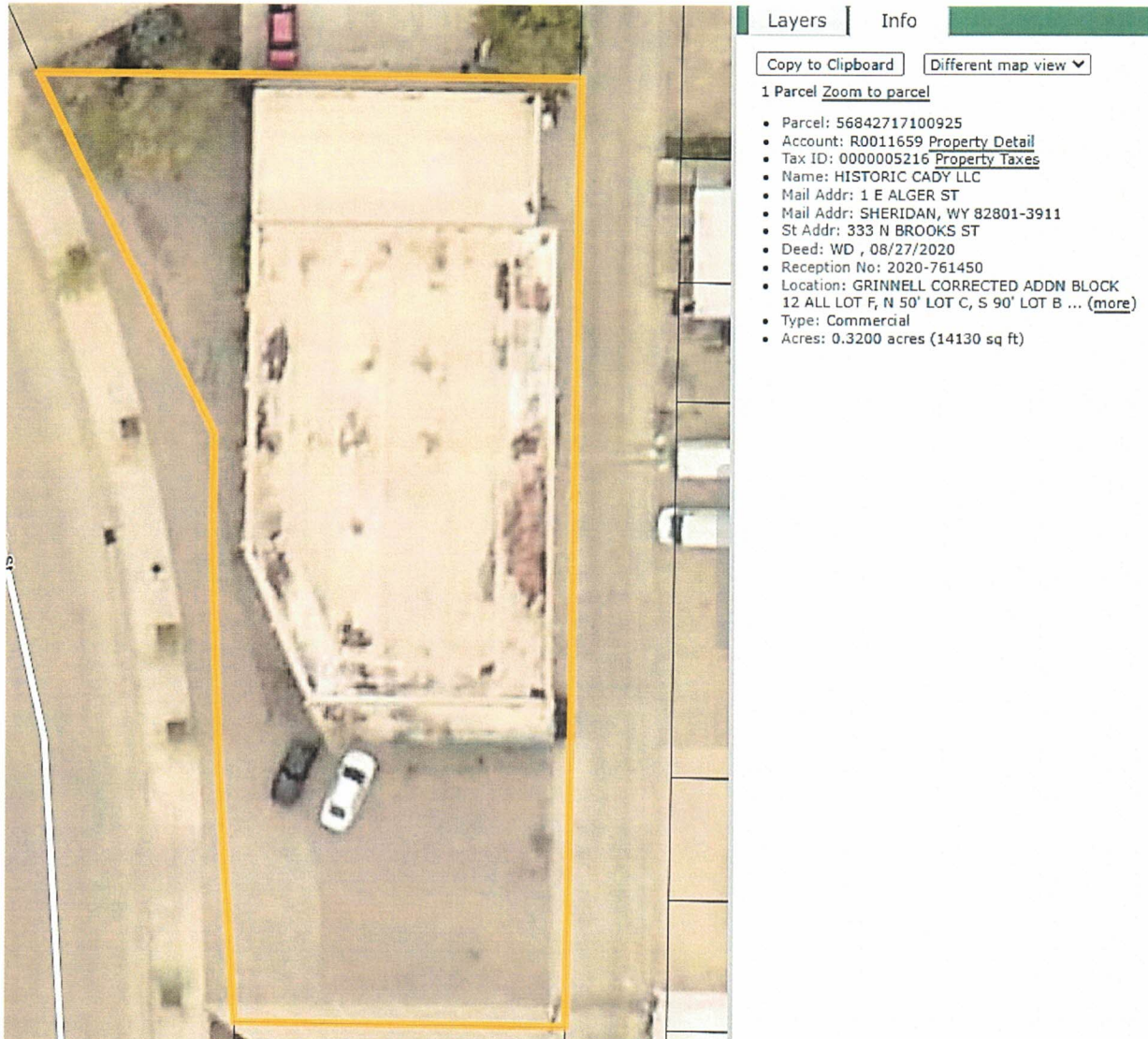
Date: MAY 3, 2022

COMMERCIAL LEASE AGREEMENT

HISTORIC CADY, LLC & THE WAREHOUSE GASTROPUB, LLC

EXHIBIT "A"

LEASED PROPERTY DESCRIPTION/DIAGRAM



COMMERCIAL LEASE AGREEMENT

HISTORIC CADY, LLC & THE WAREHOUSE GASTROPUB, LLC

EXHIBIT "B"

RENT SCHEDULE

Year Start End	Lease Type	Base Rent	Percentage Rent
ONE 7/1/2022 6/30/2023	Initial Term	\$7,500 per month	8% of Monthly Gross Sales, minus Base Rent (same month)
TWO 7/1/2023 6/30/2024	Initial Term	Greater of: a) Year ONE Base Rent, plus 4% b) 8% of 75% of Year ONE Average Monthly Gross Sales	8% of Monthly Gross Sales, minus Base Rent (same month)
THREE 7/1/2024 6/30/2025	Initial Term	Greater of: a) Year TWO Base Rent, plus 4% b) 8% of 75% of Year TWO Average Monthly Gross Sales	8% of Monthly Gross Sales, minus Base Rent (same month)
FOUR 7/1/2025 6/30/2026	Initial Term	Greater of: a) Year THREE Base Rent, plus 4% b) 8% of 75% of Year THREE Average Monthly Gross Sales	8% of Monthly Gross Sales, minus Base Rent (same month)
FIVE 7/1/2026 6/30/2027	Initial Term	Greater of: a) Year FOUR Base Rent, plus 4% b) 8% of 75% of Year FOUR Average Monthly Gross Sales	8% of Monthly Gross Sales, minus Base Rent (same month)
SIX 7/1/2027 6/30/2028	Initial Term	Greater of: a) Year FIVE Base Rent, plus 4% b) 8% of 75% of Year FIVE Average Monthly Gross Sales	8% of Monthly Gross Sales, minus Base Rent (same month)
SEVEN 7/1/2028 6/30/2029	Initial Term	Greater of: a) Year SIX Base Rent, plus 4% b) 8% of 75% of Year SIX Average Monthly Gross Sales	8% of Monthly Gross Sales, minus Base Rent (same month)
EIGHT 7/1/2029 6/30/2030	Initial Term	Greater of: a) Year SEVEN Base Rent, plus 4% b) 8% of 75% of Year SEVEN Average Monthly Gross Sales	8% of Monthly Gross Sales, minus Base Rent (same month)
NINE 7/1/2030 6/30/2031	Initial Term	Greater of: a) Year EIGHT Base Rent, plus 4% b) 8% of 75% of Year EIGHT Average Monthly Gross Sales	8% of Monthly Gross Sales, minus Base Rent (same month)
TEN 7/1/2031 6/30/2032	Initial Term	Greater of: c) Year NINE Base Rent, plus 4% d) 8% of 75% of Year NINE Average Monthly Gross Sales	8% of Monthly Gross Sales, minus Base Rent (same month)
ELEVEN 7/1/2031 6/30/2032	Month to month	Greater of: e) Year TEN Base Rent, plus 12% f) 10% of 75% of Year TEN Average Monthly Gross Sales	10% of Monthly Gross Sales, minus Base Rent (same month)
Thereafter	Month to month	Greater of: a) PRIOR Year Base Rent, plus 12% b) 10% of 75% of PRIOR Year Average Monthly Gross Sales	10% of Monthly Gross Sales, minus Base Rent (same month)

COMMERCIAL LEASE AGREEMENT

HISTORIC CADY, LLC & THE WAREHOUSE GASTROPUB, LLC

EXHIBIT "C"

LIST AND APPROXIMATE SCHEDULE OF REPAIRS & IMPROVEMENTS

Construction of renovation and improvements of building, including but not limited to the addition of a commercial kitchen and bar.

Addition of patio and courtyard on the west side of the building.

Improvements are considered completed upon occupancy being officially approved and allowed.

COMMERCIAL LEASE AGREEMENT

HISTORIC CADY, LLC & THE WAREHOUSE GASTROPUB, LLC

EXHIBIT "D"

ALLOCATION OF PROPERTY TAX, INSURANCE & CAM

Entire building and site are included in this lease. See EXHIBIT "A" above for more information about the leased property.

Lessee is responsible to pay 100% of Property Tax, Insurance & Common Area Maintenance.

COMMERCIAL LEASE AGREEMENT

HISTORIC CADY, LLC & THE WAREHOUSE GASTROPUB, LLC

EXHIBIT "E"

PERSONAL GUARANTIES

No personal guarantees required.



CITY OF SHERIDAN, WYOMING

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

LIQUOR LICENSE OPERATION PLAN

Name as it appears on license:	The Warehouse Gastropub, LLC
Common Name (doing business as):	
Street Address:	333 N Brooks St, Sheridan WY, 82801
Phone #:	916-705-2265

Type of License (circle):

<u>Retail</u>	Limited (Club)	Restaurant	Bar & Grill	Microbrewery	Satellite
---------------	----------------	------------	-------------	--------------	-----------

Hours of Operation

Our planned hours of operation are:

10:00 AM - 12:30 AM

The premises will be operated as:

Restaurant, Bar & Liquor Store

Packaged Alcohol Sales (Window Sales & Delivery)

Bar Service (including Happy Hour and occasional Live Entertainment)

Food Service (full commercial kitchen)

Nature of Business:

Bar

Package Liquor

Restaurant

Regular Events:

Happy Hour

Live Entertainment

Special Events:

Competitions of
Strength

Other Special Events

Other:

(All outside events require and Malt Beverage or Catering Permit)



CITY OF SHERIDAN, WYOMING

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

Security/ Crowd Control/ Capacity Limits

The Official Capacity limit for our business is:

To be determined by fire marshal. No customers in alcohol storage areas.

In order to comply with our capacity limits we shall:

Managers to provide oversight. Bouncers/Security Guards used as needed.

We shall maintain peace and order in and around our business by:

Follow all local ordinances

Rules of the establishment shall be enforced by:

Owner, Managers and Staff Members

Alcohol Management

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

TIPS training for owner, manager, and staff members

Keep daily log of events, and hold regular staff meetings.

A handwritten signature in blue ink, appearing to read "Lars Christer Johansson", written over a horizontal line.

Signature of License Holder

MAY 3, 2022

Date

LARS CHRISTER JOHANSSON

Printed Name



CITY OF SHERIDAN, WYOMING

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

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

Public Works

MEMORANDUM

Project Name: Consideration of Final Acceptance of Public Infrastructure for Cloud Peak 21 Subdivision - City Engineer Hanns Mercer
From: Hanns Mercer, City Engineer
To: Mayor and Council
CC:
Date: 04/11/2022

Recommendation:

Staff recommends that the Mayor and Council approve final acceptance of public infrastructure for the Cloud Peak 21 Subdivision. Further, that the Utilities Director be authorized to sign the necessary Permit Transfer Request Form in compliance with Wyoming DEQ Rules and Regulations.

By signing the Permit Transfer Request Form, the City accepts ownership and future operation/maintenance of these public utilities associated with the Cloud Peak 21 Subdivision.

Background:

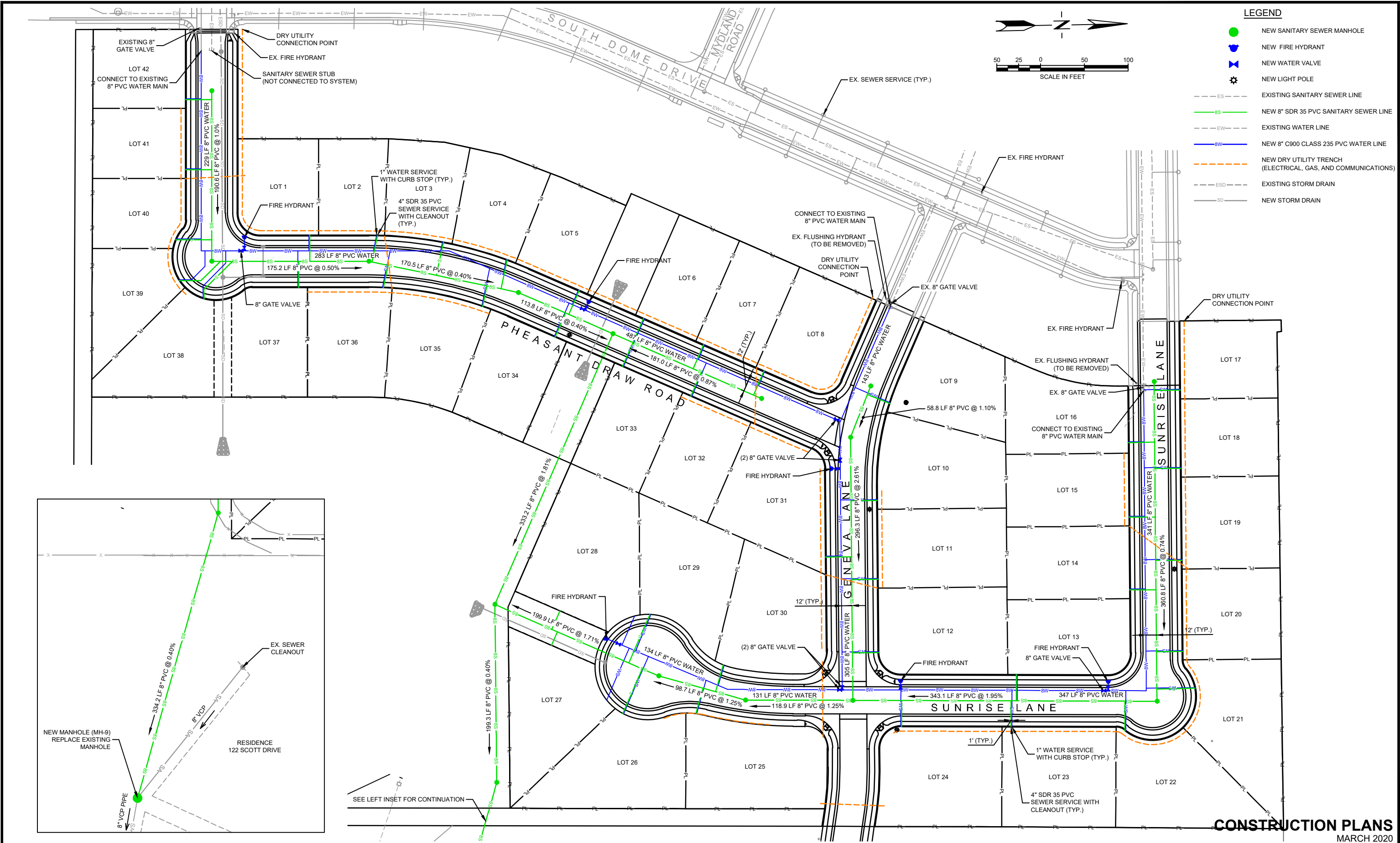
The infrastructure associated with this project was installed per City of Sheridan Standard Specifications and Details for Utility Construction. As part of the request for final acceptance, the City will receive all required information from the developer's consulting engineer to prepare to accept ownership of the infrastructure, and to ensure that all work has been completed satisfactorily.

Attachments

Map
Infrastructure



Cloud Peak Ranch
21st Filing - Phase I



VERIFY SCALE AND COLOR!
THIS SHEET MAY BE REDUCED AND IS
INTENDED TO BE IN COLOR. THE BAR
BELOW WILL MEASURE ONE INCH AT
ORIGINAL DESIGN SCALE AND RED,
GREEN, AND BLUE WILL BE VISIBLE IF
REPRODUCED CORRECTLY.

MODIFY SCALE ACCORDINGLY!

REVISIONS			
NO.	DESCRIPTION	BY	DATE
1	ADDRESS CITY REVIEW COMMENTS	JMF	4/10/20

Cloud Peak Ranch

Morrison Maierle

engineers • surveyors • planners • scientists

1470 Sugarland Drive, Suite 1, Sheridan, WY 82801

307.672.9310 • www.m-m.net

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DRAWN BY: KRL	SHERIDAN	CLOUD PEAK RANCH 21ST FILING	WYOMING	PROJECT NUMBER 6019.001.06
DSGN. BY: TEM				
APPR. BY: JMF				
DATE: 3/13/2020				
Q.C. REVIEW BY: SS	OVERALL UTILITY MAP	DRAWING NUMBER OU1		
DATE: 3/22/19				



CITY OF SHERIDAN, WYOMING

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

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

Public Works

MEMORANDUM

Project Name: Consideration of Base Bid Award for the Sewer Rehabilitation Project 2022 to Insituform Technologies, LLC in the Amount of \$333,395 - City Engineer Hanns Mercer

From: Hanns Mercer, City Engineer

To: Mayor and Council

CC:

Date: 04/21/2022

Recommendation:

The City of Sheridan received sealed bids for the Sewer Rehabilitation Project 2022. The bid opening took place on May 3rd, 2022. Staff recommends that the Mayor and City Council award the Sewer Rehabilitation Project 2022 to Insituform Technologies, LLC, the lowest qualified base bid, in the amount of \$333,395.

Staff requests that for the Sewer Rehabilitation Project 2022, the Mayor and City Council authorize the City Engineer, Hanns Mercer, to act on behalf of the Council and Mayor on all matters related to this project.

Background:

The Sewer Rehabilitation Project base bid includes installation of approximately 3,100 lineal feet of 8" sanitary sewer liner. Alternate #1 includes approximately 45 sanitary sewer lateral connections and rehabilitate 24 vertical feet sanitary sewer manholes.

This project was advertised in the Sheridan Press on April 22nd and April 29th and bids were due on May 3rd. A pre-bid conference was held on April 27th followed by a tour of the project site.

Bids Received

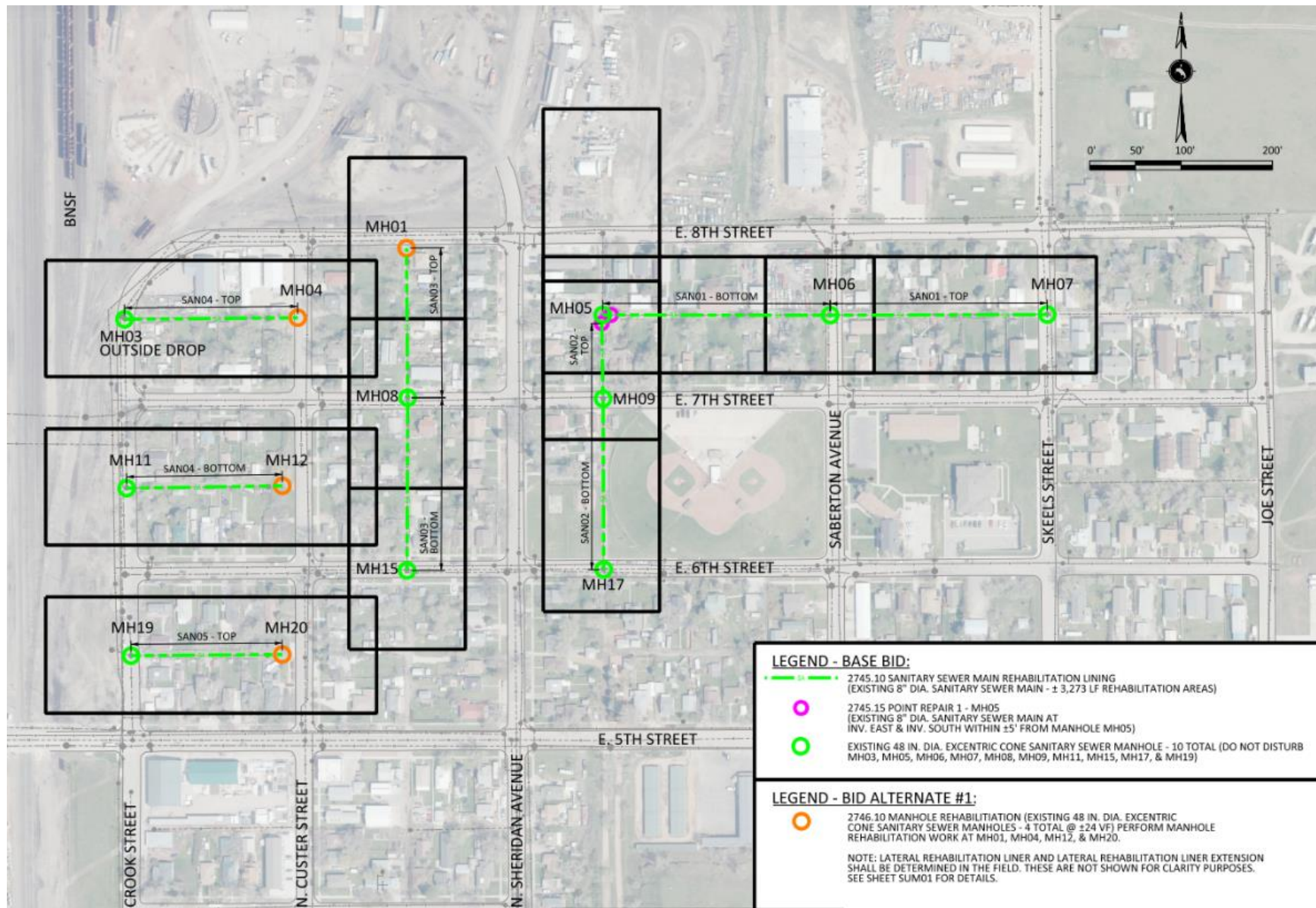
Contractor Name	Total Base Bid	Total Bid Alternate #1	Total (Base Bid + Bid Alternate #1)
Insituform Technologies, LLC	\$333,395.00	\$280,562.00	\$613,597.00
Mountain View Building	\$1,163,060.00	\$720,094.00	\$1,883,154.00

Funding:

This project is funded with Sewer Enterprise funds.

Attachments

Map





CITY OF SHERIDAN, WYOMING

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

Clerk

MEMORANDUM

Project Name: Minutes of Regular Council Meeting May 2nd, 2022
From: Candace Ainslie, Assistant Clerk
To: Mayor and Council
CC:
Date:

Recommendation:

Staff recommends Council approve these minutes.

Attachments

Minutes

CITY OF SHERIDAN, WYOMING
MINUTES OF REGULAR COUNCIL MEETING

COUNCIL CHAMBERS

7:00 P.M.

May 2, 2022

1. Mayor Bridger called the meeting to order at 7:00 P.M.
2. The Pledge of Allegiance to the Flag was led by Mayor Bridger.
3. The invocation was given by Sheila Naismith, First Congregational Church.
4. The meeting was called to order with a quorum as follows: Mayor Bridger presiding with Councilmembers Aaron Linden, Jacob Martin, Shawn Day, Clint Beaver, and Kristen Jennings and Steve Brantz. Members of staff attending included City Administrator Stuart McRae, City Treasurer Karen Burtis, City Clerk Cecilia Good, Fire Chief Gary Harnish, and various other City staff.
5. Consideration of Agenda: Councilmember Brantz moved, seconded by Councilmember Linden, to approve the agenda. Voice vote: unanimous.

Mayor Rich Bridger	Aye
Kristen Jennings	Aye
Shawn Day	Aye
Steven Brantz	Aye
Clint Beaver	Aye
Jacob Martin	Aye
Aaron Linden	Aye

6. Community Update
- A. Valinda Jewell of the Census Bureau updated the Council on the Current Population Survey.
7. Comments from the Public
- A. There were no comments from the public.
8. Public Hearings
- A. Public Hearing for Award of Retail Liquor License #23 to Spruce Restaurant, LLC. Mayor Bridger opened the Public Hearing at 7:15 PM. Dirk Sanderson spoke regarding the retail liquor license selection process.
- Mayor Bridger closed the Public Hearing at 7:27 P.M.
- i. Consideration of Award of Retail Liquor License #23 to Spruce Restaurant, LLC. Councilmember Linden moved, seconded by Councilmember Beaver, to approve the Award. Roll call vote, six ayes and one nay.

Mayor Rich Bridger	Aye
Kristen Jennings	Nay
Shawn Day	Aye

Steven Brantz	Aye
Clint Beaver	Aye
Jacob Martin	Aye
Aaron Linden	Aye

9. Consent Agenda

- A. Consideration of Final Acceptance of Public Infrastructure for Hidden Bridge Subdivision
- B. Consideration of Final Acceptance of Public Infrastructure for Market Place Subdivision
- C. Consideration of Traffic Signal Facility Easement and a Right of Way Donation to WYDOT
- D. Consideration of Bid Award for the Gateway Park Pathway Project to Mountain View Building, Inc. in the Amount of \$1,292,660 – this item was moved to new business
- E. Minutes of Regular Council Meeting April 18th, 2022
- F. Claims

Councilmember Jennings requested to remove item D from the consent agenda – this was moved to new business. Councilmember Brantz moved, seconded by Councilmember Day to approve the consent agenda. Voice vote: unanimous.

Mayor Rich Bridger	Aye
Kristen Jennings	Aye
Shawn Day	Aye
Steven Brantz	Aye
Clint Beaver	Aye
Jacob Martin	Aye
Aaron Linden	Aye

10. Staff Update

- A. City Engineer Hanns Mercer gave a presentation on Mobile Vending in Sheridan.

OLD BUSINESS

11. Consideration of the Second Reading of Ordinance #2249 Amending Subdivision Conditions Appendix B Article 2 Section 202. City Attorney Brendon Kerns updated Council. Councilmember Linden moved, seconded by Councilmember Brantz, to approve Ordinance #2249 on second reading. Roll Call vote: unanimous.

Mayor Rich Bridger	Aye
Kristen Jennings	Aye
Shawn Day	Aye
Steven Brantz	Aye
Clint Beaver	Aye
Jacob Martin	Aye
Aaron Linden	Aye

12. Consideration of Third and Final Reading of PL-22-4, Stoffel Rezone, Ordinance 2247. Councilmember Day moved, seconded by Councilmember Beaver, to approve Ordinance #2247 on third and final reading. Roll Call vote: unanimous.

Mayor Rich Bridger	Aye
Kristen Jennings	Aye
Shawn Day	Aye
Steven Brantz	Aye
Clint Beaver	Aye
Jacob Martin	Aye
Aaron Linden	Aye

NEW BUSINESS

Consideration of the Bid Award for the Gateway Park Pathway Project to Mountain View Building, Inc. in the Amount of \$1,292,660. Councilmember Martin moved, seconded by Councilmember Linden, to approve the Bid Award for the Gateway Park Pathway Project to Mountain View Building, Inc. in the Amount of \$1,292,660. Voice vote: six ayes and one nay.

Mayor Rich Bridger	Aye
Kristen Jennings	Nay
Shawn Day	Aye
Steven Brantz	Aye
Clint Beaver	Aye
Jacob Martin	Aye
Aaron Linden	Aye

13. Consideration of Contract with IAFF Local #276. Human Resources Director Heather Doke updated the Council. Councilmember Brantz moved, seconded by Councilmember Day, to approve the contract with IAFF Local 276. Voice vote: unanimous.

Mayor Rich Bridger	Aye
Kristen Jennings	Aye
Shawn Day	Aye
Steven Brantz	Aye
Clint Beaver	Aye
Jacob Martin	Aye
Aaron Linden	Aye

14. Consideration of Professional Services Agreement with Trihydro for Landfill Environmental Monitoring and Reporting Services. City Utilities Director Dan Roberts updated the Council. Councilmember Linden moved, seconded by Councilmember Martin, to approve the Professional Services Agreement with Trihydro. Voice vote: unanimous.

Mayor Rich Bridger	Aye
Kristen Jennings	Aye
Shawn Day	Aye
Steven Brantz	Aye
Clint Beaver	Aye
Jacob Martin	Aye
Aaron Linden	Aye

15. Council Comments and Requests for Future Agenda Items.

A. Mayor Bridger

SEEDA – working on getting a grant from the State to research properties for another commercial park.

NEWY – the next meeting will occur this summer.

SPAC – new statues will be arriving this spring.

CAST – enplanements are doing well, and the State is working on the contract with the air service provider

B. MDU sent a PSA regarding an upcoming natural gas pipeline replacement project. City Administrator Stuart McRae read the notification.

C. Councilman Beaver explained that the proposed train move is not a City approved project.

D. Councilman Linden stated that DDA is working towards projects, one that may include the Cook/Ford building.

16. Councilor Linden moved, seconded by Councilor Day to enter into Executive Session per Wyoming State Statute 16-4-405, (iii) On matters concerning litigation to which the governing body is a party or proposed litigation to which the governing body may be a party. Council adjourned into Executive Session at 7:52 p.m.

Council exited the Executive Session at 8:19 P.M.

17. Mayor Bridger adjourned the meeting at 8:19 P.M.

APPROVED:

Richard Bridger, Mayor

ATTEST:

City Clerk, Cecilia Good



CITY OF SHERIDAN, WYOMING

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

Treasurer

MEMORANDUM

Project Name: Claims
From: Karen Burtis, City Treasurer
To: Mayor and Council
CC: City Administrator Stuart McRae
Date: 05/16/2022

Background:

See the attached claims.

Attachments

Claims
Payroll
Prepays

City of Sheridan
Claims paid on 05/17/2022

Sum of Amount		
Vendor Name	Description	Total
Ace Hardware-Newkirk	gas can no spill	215.94
Alex Patterson	Travel reimbursement WARS conference	122.00
AlphaGraphics of Wyoming	SPAC Brochures/Social Media-March-recruitment ad	4,804.88
AM Signal, Inc.	battery - radar sign repair on 5th st	234.00
Amanda McIntire	Deposit Refund/445 1st W Parkway	62.84
Amazon Capital Services #A33MIR27FEZN42	Supplies	2,685.24
American Maid	Cleaning	3,800.00
American Welding & Gas, Inc.	Supplies	254.56
Amy Yager	Deposit Refund/635 Big Horn Ave.	65.09
Arthur Hitchens	Deposit Refund/577 Turner Ln #G	103.23
Association of State Floodplain Managers	2022 membership	80.00
AT&T Mobility	FirstNet Aircards April 2022	210.84
AVI Systems, Inc	Brightside equipment	860.25
B&B Leasing Company	Copier Lease 31st Payment-May 2022 Inv	140.49
Big Horn Sanitation	Port-A-Potty for SWR - April 2022/septic tank pumping	539.00
Bochmann Construction	Bowman Ave - Concrete Valley Drain	6,656.00
Border States Electric Supply Inc.	Annual Tech Connect Software	12,951.90
Buggy Bath Unlimited LLC	SWR Truck Washing - April 2022	129.01
Bustech Computing, LLC	Monthly Service Agreement - May `22	300.00
C & K Equipment	adapter, coupler	85.50
Captain Clean Services, Inc.	City Hall Water Damage	2,038.32
Carl Hultenberg	Deposit Refund/1702 Park Side Ct	13.61
Carquest Auto Parts	Parts and supplies	970.08
CDW Government Inc.	airFiber 5U - Wireless Bridge/IT Supplies	1,060.62
CED- Consolidated Electrical Distributors Inc.	Supplies	637.40
Cobra Crete, LLC	Curb and gutter repair- Delphi, Hillcrest	4,540.00
Colby Bettles	Deposit Refund/1355 Birch St.	125.00
Connie's Glass, Inc.	Door repair at City Hall	545.00
Country Bounty	Spring Clean UP Ad 04-26-22	242.00
Crescent Electric	electrical repair items	1,914.89
Cummins Rocky Mountain	particulate filter kit - 3.63 rec	2,320.72
Dana Kepner Company	3inch meter head, 12inch water pipe, meter coupli	5,742.12
Dixon Land Management and Consulting Inc	Mowing at SWTP	425.00
Doran Coon	1304 North Heights Rd.	90.00
Dowl	East 5th St Corridor Design #4759/Airport Design, WWTP Master Plan	14,197.50
DPC Industries, Inc.	chlorine container	50.00
Eagle Ridge Inc	Deposit Refund/619 Frank St.	34.03
Ed Hammer Inc	switch asm-hd 2.65 rec	44.76
Edward B Collins	Travel reimbursement WARS conference	122.00
Edwin & Sally Ruosch	Deposit Refund/553 Brookie Path	22.14
Elizabeth Shafer	Fuel to WLEA for Basic Training	150.03
Ella M. Krull	Deposit Refund/495 Blue Sky Ct	34.63
EMH Pro Cleaning	Janitorial April 2022	1,450.00
Empathia, Inc	EAP Services 5/1/22-7/31/22	934.50
Employ, LLC	Temporary Labor	13,563.12
Energy Laboratories, Inc	Quarterly Testing- HAA5 and TTHM's	1,253.00
Equipompe Inc.	repair kits for the digester pumps	1,700.00
Ernestine Trujillo	Deposit Refund/670 Gladstone St.	31.97
Farmers Co-op Oil Co.	April 2022 Fuel	66,269.01
Fastenal Company	Screws for Dozer 4-34A	33.69
First Interstate Bank - Mastercard	Credit Card charges for April 2022	23,739.06
Floyd's Truck Center WY	air compressor gasket 3.63 rec	1,856.98
Fremont Motor Sheridan Inc	sensor a 2.6 umdist	20.15
Grainger, Inc.	Parts	1,486.88
Granite Peak Pump Service	120v coil overload failed jockey pump	616.43
Green Pro Solutions	brake and parts cleaner shop supplies	1,387.84
Greensky Commercial Cleaning	april cleaning csc	1,240.00
GSG Architecture, Inc.	Landfill and SWR Office Space Analysis	2,259.00
Hach Company	sc 200 controller	3,118.76
Hawkins Inc	Hypochlorite/Soda Ash/Chemical	9,404.85
IBS, Inc.	angle die grinder cross link wire saber cut grinde	1,190.06
Ideal Mfg. Inc.	switch tape rubber housing channel gate repairs	465.73

Vendor Name	Description	Total
InfoSend, Inc.	5.2022 Billing Dist. Service Fee & Email	2,792.97
Jake & Angel Sheppard	SAWS Water Refund/ Acct #00007484	12.15
James Chilcutt	Deposit Refund/1732 Yonkee Ave.	48.67
Jeff Ingalls	Deposit Refund/1310 Circle 3 Dr.	39.62
Jennae Fieldgrove	Deposit Refund/1348 Warren Ave.	46.57
Jesse Sorenson	Water Refund/ Acct #00004138	8.31
John Deere Financial #1111308145	Supplies	1,009.45
KCR Enterprises LLC	3 x 10 retractable test leads	28.30
Kerns & Bunting, LLC	City Attorney fees April 2022/Prosecuting fees	15,363.92
Kerry Baros	Deposit Refund/340 Wyoming Ave.	61.40
Kestrel Studio LLC	Sculptures Circle of cranes Desert Sol, Spectre	87,000.00
Kilpatrick Creations Inc.	Uniform Supplies Utility Admin	87.00
Kimi Bush	Deposit Refund/241 W Burkitt St	125.00
KnowBe4 Inc.	KnowBe4 Annual Security Training Subscription	6,120.00
Kyla Rodriguez	Deposit Refund/919 W 5th St.	107.93
Kyle Harris	Deposit Refund/1257 Val Vista St.	86.84
Linda Fitzpatrick	Water Refund/ Acct #00004092	26.67
LN Curtis & Sons	Liquid Filled Panel Mount BOW Gauge-Rigid Storz	84.80
Lora Zelka	SAWS Water Refund/Acct#00003023	53.45
Mark & Annmarie Morris	Deposit Refund/423 E 7th St.	103.23
Mary Thomas	Balance Refund/665 Sheri Ln	137.97
MC2 Engineering	N Heights Waterline Project Design #4761	43,469.49
Memorial Hospital of Sheridan County	Occupational Testing	196.00
Michael Carnes	Deposit Refund/422 Sheridan Ave.	125.00
Michelle & Wendy Wilson	Sewer Refund/704 Delphi Ave	189.80
Midland Implement Co Inc	par aide markr red - golf braided rope drain plug	1,564.09
Mitchell Godwin	per diem Casper Wy	88.50
Morrison-Maierle, Inc.	N Sheridan Interchange-Utilities & Enhancements CA	7,661.25
Mullinax Concrete Service & Irrigation	washed sand for sand bags/pea gravel delivery-top soil	4,101.33
Napa Auto Parts	Parts and supplies	1,721.37
Norco, Inc	Supplies	5,525.95
Norman Fisher	Deposit Refund/1281 Pine Dr.	21.22
Office of the Attorney General	Crime Victimns Surcharges April 2022	50.00
Office Shop Inc	copy charges	503.77
Office Shop Leasing	Lease payments	582.25
One-Call of Wyoming	One-Call of Wyoming - April 2022	557.25
Pace Analytical Services, LLC	City Bac T testing Apr, Madison Well Testing	1,260.00
Pepsi of Gillette/Sheridan	Water	872.00
Plastic-Mart.com	330 gallon tank - wwtp	214.00
Pollardwater	service line crub stop locks	133.00
Powder River Heating & Air Conditioning, Inc	Repair heaters	187.50
Powder River Power Co	Parts and supplies	628.46
Ramkota Hotel & Conference Center-Casper, WY	WARS conference	996.00
Randall Engineering Surveys	Elevations of Settlement Points in Old Landfill	1,355.00
Range	Crimestoppers monthly May 2022	37.30
Reagan Stevens	Deposit Refund/3490 Big Horn Ave.	64.17
Ricoh USA, Inc.	Copier Charges May 2022	483.09
Robert Morris	Travel reimbursement WARS conference	122.00
Rocky Mountain Ambulance Service LLC	Ambulance service April & May 2022	20,000.00
Russell Industries Inc.	North lift station repair	546.22
SAFEbuilt, LLC	Plan Review services thru April 30, 2022	28,650.00
Sarah Shassetz	Deposit Refund/727 N Gould St.	125.00
SCS Engineers	SW Revenue Sufficiency Analysis Update April 2022	7,020.00
Sears Authorized Hometown Store	Balance Refund/1467 Coffeen Ave.	431.36
Secretary of State	notary renewals	180.00
Secure Shred	Shredding of Confidential Documents	52.92
Servall Uniform & Linen Supply	Rug cleaning	1,045.33
Shaunessey Reeves	cleaning office cleaned 3 parks, kendrick sop and	850.00
Sheridan Commercial Co.	Supplies	1,140.12
Sheridan Econ-O-Wash	uniform laundry	124.00
Sheridan Electric LLC	brundage lane signal repair	2,624.00
Sheridan Express, LLC	Hauling Tires 042822 and New Tire for Trailer V-01	1,423.68
Sheridan Motor Inc	1.15 steering loose 1.25 coolant leak replace rese	1,233.24
Sheridan Newspapers Inc	Ads	2,024.86
Sheridan Seed Co., Inc.	grass seed for leak repair	197.50
Source Office & Technology	pencils,envelopes,toner,memo pads	200.12
Stan Schwabauer	CDL Reimbursement	45.00
Sterling Computer Corporation	Computer Hardware/Replacements	2,690.00

Vendor Name	Description	Total
Steve Melneck	CDL Reimbursement	45.00
Swagit Productions, LLC	Video Streaming Services - April 2022	1,295.00
Thomas J Klepperich	Judge Klepperich April Hours	1,960.00
Tire Rama	tire repair 4.1 cemetery tire repair 2.28	54.95
Tires for Reclamation, Inc.	Tire Recycling 04-27-22	1,396.56
Top Office Products Inc	Office supplies	387.99
Toro NSN	monthly toro software	155.00
Total Comfort Heating &	heater repair for HR and 1st floor meeting room	887.40
Transaction Warehouse, Inc	4.2022 lweb Profile Payments	3,147.30
Tri State Truck & Equipment, Inc	4.15.22-4.14.2023 L90H Loader rental	17,750.00
TW Enterprises, Inc	Transfer Switch	8,517.50
Tyler Gay	Travel reimbursement WARS conference	122.00
Tyler Technologies, Inc	License and maintenance fees- digital citations	6,304.00
Veronica Hernandez & Christopher Paukei	Deposit Refund/19 N Sheridan Ave.	42.46
Vertical Door Solutions, Inc.	service call	90.00
VRM Inc.	Repairs	3,047.70
Water Products & Solutions	2 five gallons of water	52.50
Western Emulsions, Inc.	2.04 tons CRS-2 durapatch oil	1,540.20
Winsupply of Sheridan Wy Co	gate valve ell cplg union hot cememt pvc40 bush	438.82
Wyoming First Aid & Safety Supply, LLC	Landfill First Aid Cabinet Restock	205.64
Wyoming Machinery Co	4.21.22 to 10.21.22 mini ex rental	6,922.50
Wyoming Seamless	Siding repair for insurance claim	300.00
WYOPASS	Sanner and Goodman membership	110.00
Zowada Plumbing & Heating Inc	Replaced water heater in City Hall	1,178.01
Zowada Recycling & Steel, LLC	Misc. steel rem's	40.60
Grand Total		514,290.17

City of Sheridan

Regular Payroll paid on 05/06/2022

Sum of Amount		
Vendor Name	Description	Total
497-874-NCPERS Wyoming	Regular Payroll 05.06.22	352.00
Aflac	Regular Payroll 05.06.22	1,288.77
Blue Cross Blue Shield of Wyoming	Regular Payroll 05.06.22	85,361.00
CITCO FCU	Regular Payroll 05.06.22	2,320.13
Delta Dental of Wyoming	Regular Payroll 05.06.22	12,718.00
First Federal Savings Bank	Regular Payroll 05.06.22	9,542.70
First Northern Bank of Wyoming	Regular Payroll 05.06.22	1,238.83
HealthEquity, Inc.	Regular Payroll 05.06.22	2,389.63
IRS 941	Regular Payroll 05.06.22	89,133.29
LegalShield	Regular Payroll 05.06.22	36.90
LOCAL 276, IAFF	Regular Payroll 05.06.22	850.00
Nationwide	Regular Payroll 05.06.22	27.06
Optum Bank, Inc.	Regular Payroll 05.06.22	565.76
Orchard Trust	Regular Payroll 05.06.22	4,277.28
Police Protective Assoc.	Regular Payroll 05.06.22	50.00
Security State Bank	Regular Payroll 05.06.22	652.93
Sunlight Federal Credit Union	Regular Payroll 05.06.22	1,755.43
Vantagepoint Transfer Agents 300698	Regular Payroll 05.06.22	6,777.02
VSP	Regular Payroll 05.06.22	1,093.64
Workers' Safety &	Regular Payroll 05.06.22	4,667.27
Wyo Educator's Benefit Trust	Regular Payroll 05.06.22	1,180.89
Wyoming Retirement System	Regular Payroll 05.06.22	76,212.91
Wyoming State Disbursement Unit	Regular Payroll 05.06.22	673.59
Grand Total		303,165.03

City of Sheridan
Prepays paid on 05/05/2022

Sum of Amount		
Vendor Name	Description	Total
CenturyLink Communications, LLC	scada lines and extensions	612.31
Montana Dakota Utilities	pump stations, UM shop, lift stations/numerous electric bills	43,875.27
State of Wyoming	Airport Transmission Main Misc - Easement #4764	4,300.00
Wyoming Department of Workforce Services	Unemployment Insurance for 1st Qtr - 2022	9,403.73
Grand Total		58,191.31



CITY OF SHERIDAN, WYOMING

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

Executive

MEMORANDUM

Project Name: National Police Week 2022 Proclamation - Police Chief Travis Koltiska
From: Bev Leichtnam, Governmental Relations Admin. Specialist
To: Mayor and Council
CC:
Date:

Attachments

Nat'l Police Week Proclamation

PROCLAMATION

To recognize National Police Week 2022 and to honor the service and sacrifice of those law enforcement officers killed in the line of duty while protecting our communities and safeguarding our democracy.

May 15-21, 2022

WHEREAS, the police officers of Sheridan, WY have worked devotedly and unselfishly on behalf of the people of this community, regardless of peril or hazard to themselves; and

WHEREAS, these officers have safeguarded the lives and property of all in Sheridan, WY; and

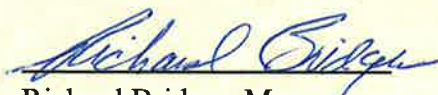
WHEREAS, by their service and their dedicated efforts, these men and women have earned the gratitude of the City of Sheridan; and

WHEREAS, in 1962, President John F. Kennedy was authorized by Congress to proclaim May 15th of each year as "National Peace Officers' Memorial Day" in honor of all peace officers who have been killed or disabled in the line of duty; and

WHEREAS, the Presidential Proclamation also designated that each year the calendar week in which May 15th occurs or precedes shall be proclaimed as "Police Appreciation Week" in recognition of the service given by the men and women who, day and night, stand guard in our communities;

NOW, THEREFORE, I, RICHARD BRIDGER, Mayor of the City of Sheridan, do hereby proclaim the week of May 15-21, 2022, as "Police Appreciation Week" in the City of Sheridan and encourage all citizens to observe the week with law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities, and proclaim May 15, 2022 as "Peace Officers' Memorial Day" in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Sheridan to be imprinted this 16th day of May, two-thousand twenty-two.


Richard Bridger, Mayor
City of Sheridan, Wyoming





CITY OF SHERIDAN, WYOMING

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

Attorney

MEMORANDUM

Project Name: Consideration of the Third and Final Reading of Ordinance #2249 Amending Subdivision Conditions Appendix B Article 2 Section 202 - City Attorney Brendon Kerns

From: Brendon Kerns, City Attorney

To: Mayor and Council

CC: City Administrator Stuart McRae

Date: 05/16/2022

Background:

See the attached memo.

Attachments

Ordinance
Memo

ORDINANCE #2249

AN ORDINANCE AMENDING APPENDIX B ARTICLE 2 SECTION 202 OF THE CITY OF SHERIDAN MUNICIPAL ORDINANCES CONCERNING APPROVAL OF SUBDIVISIONS WITHIN 1 MILE OF THE CITY JURISDICTIONAL BOUNDARY;

WHEREAS, the City of Sheridan and Sheridan County approved a new Memorandum of Understanding Between Sheridan County and City of Sheridan Regarding Subdivision of Land within One Mile of the Contiguous Corporate Limits; and

WHEREAS, City Ordinance Appendix B, Article 2 Section 202 controls the process in which the City reviews proposed subdivisions located within one mile of the contiguous corporate limits; and

WHEREAS, City Ordinance Appendix B, Article 2 Section 202 was approved in 2007 per Wyoming Statute W.S. § 34-12-103 which has subsequently been amended by the State of Legislature rendering the City Ordinance obsolete.

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

ORDINANCE APPENDIX B, ARTICLE 2 SECTION 202 IS HEREBY REPEALED.

ORDINANCE APPENDIX B, ARTICLE 2 SHALL INCLUDE SECTION 202A AND READ AS FOLLOWS:

Name of Section: Review of City Subdivision Conditions

(A) The City shall not approve any proposed subdivision of land which, by itself, or as a part of a larger tract, is completely surrounded by the boundaries of the City, unless the application is accompanied by a properly-acknowledged petition for annexation to the City.

(B) Every plat shall conform to the Zoning Ordinance currently adopted at the time of final plat approval.

(C) All new subdivision developments within the Airport Influence Area within the City of Sheridan shall grant an Avigation Easement to the Sheridan County Airport.

(D) No subdivision shall be approved within the corporate limits of the City of Sheridan unless the City Utilities Department can certify adequate long-term water supply exists to support the proposed use and density of the subdivision in accordance with City adopted policy. City elected officials acting as Council representatives on other boards or committees that review development shall likewise consider long-range water supply in making any determination.

THE CITY OF SHERIDAN APPENDIX B ARTICLE 2 SHALL INCLUDE SECTION 202B WHICH SHALL BE READ AS FOLLOWS:

Name of Section: Review of County Subdivisions Conditions

(A) The entirety of this Section shall apply to any subdivision subject to the most recent Memorandum of Understanding Between Sheridan County and City of Sheridan Regarding Subdivision of Land within One Mile of the Contiguous Corporate Limits or W.S. § 34-12-103.

(B) The City shall not recommend to the Sheridan County Board of County Commissioners approval of any proposed subdivision of land within 1 mile of City limits which, by itself, or as a part of a larger tract, is completely surrounded by the boundaries of the City, unless the application is accompanied by a properly-acknowledged petition for annexation to the City.

(C) Every plat shall conform to the Zoning Ordinance currently adopted at the time of final plat approval.

(D) The City shall not recommend to the Sheridan County Board of County Commissioners approval of a proposed plat if the plat application:

- (i) Is not consistent with the applicable city and county land use or comprehensive plan;
- (ii) Is not in conformity with any adopted street plan of the city, town or county;
- (iii) Does not contain dedicate rights-of-way for all streets, roads and alleys;
- (iv) Does not contain dedicated easements for all existing and proposed utilities; and
- (v) Fails to contain any additional criteria established by the current Memorandum of Understanding Between Sheridan County and City of Sheridan Regarding Subdivision of Land within One Mile of the Contiguous Corporate Limits.

(E) All new subdivision developments within the Airport Influence Area within the city limits of the City of Sheridan shall grant an Avigation Easement to the Sheridan County Airport.

(F) The City shall not recommend to the Sheridan County Board of County Commissioners approval of a proposed plat unless City Utilities Director concludes that an adequate long-term water supply and adequate sewer capabilities exists to support the proposed use and density of the subdivision in accordance with City adopted policy.

WHEREUPON, a motion was passed and this Ordinance and was declared adopted this _____ day of _____, 2022.

CITY OF SHERIDAN, WYOMING

Mayor Richard Bridger

ATTEST:

City Clerk

FIRST READING: _____

SECOND READING: _____

THIRD READING: _____

PUBLISHED: _____

EFFECTIVE THE _____ DAY OF _____, 2022.

TARVER, KERNS & BUNTING, LLP

200 WEST LOUCKS STREET
SHERIDAN, WY 82801

TIMOTHY S. TARVER, LLC

P.O. Box 6284
Sheridan, WY 82801
(307) 672-8905 | (307) 674-5000 fax

KERNS & BUNTING, LLC

Brendon E. Kerns*
Sheryl S. Bunting
P.O. Box 6669
Sheridan, WY 82801
(307) 655-8600 | (307) 674-5000 fax
*LICENSED IN WY & MT

MEMORANDUM

Date: April 27, 2022

To: City of Sheridan Governing Body

RE: Ordinance 2249 Amendment to Appendix B, Article 2, Section 202

Pursuant to Wyoming Statute § 34-12-103, the City and County may enter into an agreement to establish procedures regarding the approval of subdivisions located within 1 mile of the City limits. In 2015, the parties entered into *The Memorandum of Understanding Between Sheridan County and City of Sheridan Regarding Subdivision of Land within One Mile of the Contiguous Corporate Limits*. Since 2015, Wyoming legislature has fundamentally altered W.S. § 34-12-103.

Appendix B, Article 2, Section 202 establishes the conditions in which a subdivision may be approved. The Ordinance comingles City subdivisions and County subdivisions. Further, this portion of the Code was adopted in 2007 and is now in direct contradiction with W.S. § 34-12-103. Consequently, the City needs to amend Section 202 to be in compliance with statute and the newly proposed; *The Memorandum of Understanding Between Sheridan County and City of Sheridan Regarding Subdivision of Land within One Mile of the Contiguous Corporate Limits*.

The proposed amendment will replace Ordinance 202 with 202A and 202B. Section 202A will be for City subdivisions and Section 202B will be for new County subdivisions within 1 mile of the City limits. These changes will bring the City into compliance with Wyoming statute.

TARVER, KERNS & BUNTING, LLP



Brendon E. Kerns



CITY OF SHERIDAN, WYOMING

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

Attorney

MEMORANDUM

Project **Notice of Termination of Contract with Rocky Mountain Ambulance - City Attorney**
Name: **Brendon Kerns**
From: Brendon Kerns, City Attorney
To: Mayor and Council
CC:
Date:

Recommendation:

See attached notice

Attachments

Notice
Agreement



NOTICE OF INTENT TO TERMINATE

The City of Sheridan, by and through its Governing Body, hereby provides its' Notice of Intent to Terminate the Emergency Medical Services Agreement entered into between the City of Sheridan and Rocky Mountain Ambulance, LLC on August 28, 2017.

Paragraph 8(d)(ii) of the Emergency Medical Services Agreement allows for the City of Sheridan to terminate the Agreement upon providing six month's notice.

The City of Sheridan shall terminate the Emergency Medical Services Agreement six months from May 17th, 2022. The date of termination will be November 17, 2022.

Rocky Mountain Ambulance will continue to be compensated pursuant to the Emergency Medical Services Agreement in accordance with its terms and conditions.

Passeed and Approved by the City Governing Body on this _____ day of May 16, 2022.

Richard Bridger, Mayor

ATTEST:

Cecilia Good, City Clerk

EMERGENCY MEDICAL SERVICES AGREEMENT

The City of Sheridan, a Wyoming municipality (the "City") and Rocky Mountain Ambulance, LLC, a Wyoming limited liability company ("RMA") agree that:

WHEREAS, the City desires to ensure the availability of high quality emergency ambulance service to all citizens within the corporate limits of the City of Sheridan;

WHEREAS, RMA desires to render high quality ambulance services and other related services within the City of Sheridan, and to and for the benefit of the people within its municipal borders, through the City's 9-1-1 communications provider.

THEREFORE, the City and RMA do, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, agree as follows:

1. **OBLIGATIONS OF RMA.** Within the corporate limits of the City of Sheridan, RMA shall:
 - a. Provide ground ambulance and Advanced Life Support services to emergency and non-emergency patients in the City of Sheridan without regard to the financial status of the patient.
 - b. Operate an emergency Advanced Life Support ambulance service continuously, without interruption, twenty-four (24) hours a day, seven (7) days a week, and three hundred sixty five (365) days a year, and shall be the provider in response to the minimum first three simultaneous calls into the City's 9-1-1 communication provider.
 - c. Provide emergency extrication as requested.
 - d. Achieve response time requirements as described below.
 - e. Coordinate with City's E 9-1-1 Director to ensure the information, reporting and data collection systems are compatible and adequate for the purposes of this agreement.
 - f. Participate in the case review process described below.
 - g. Comply with the following reporting requirements:
 - h. RMA shall maintain and provide City with monthly performance reports regarding average response times for all ambulance responses. RMA shall maintain and provide City with a monthly aggregate response time performance.
 - i. Provide courteous and professional service consistent with recognized standards of care for advanced life support service.
 - j. Maintain state and local vehicle permits, licenses and personnel certifications.
 - k. Maintain a fleet of at least four (4) Advanced Life Support ("ALS") equipped ambulances; with at least two (2) vehicles being four wheel drive equipped. In order to reduce costs, pre-owned units will be purchased. This does not in any way affect their performance. It takes approximately five working days to have a

replacement unit in place in case of a major breakdown. Purchase of a new Ambulance takes approximately 4-6 months.

- I. Participate as requested in emergency simulation exercises with law enforcement, fire, homeland security or search and rescue agencies and organizations within the City.
2. **OBLIGATIONS OF CITY.** In exchange for the services to be provided hereunder, the City shall:
 - a. City will pay RMA \$10,000 beginning on September 1, 2017 and each month thereafter during the term of this Agreement to provide service to all citizens within the city limits of the City of Sheridan who might request the same, regardless of their ability to pay for such service.
 - b. City's Sheridan Fire and Rescue (SFR) will maintain sufficient staffing; training and equipment to be able to respond to the fourth call into the 9-1-1 system after the first three calls for ambulance services have RMA's staff and equipment en route to other locations, whether RMA's first three calls have them en route in City or County (the "4th Call").
 - c. City's SFR will maintain its emergency medical services (EMS) training for its staff, and all vehicles and equipment owned by SFR will be maintained with EMS supplies and equipment sufficient to respond to the 4th Call.
3. **TERM.** This Agreement shall begin on September 1, 2017 and end on June 30, 2019, and shall continue and automatically renew thereafter for two-year periods unless either party notifies the other in writing not less than 90 days prior to June 30th each year of their intent to renegotiate the agreement.
4. **PERFORMANCE.**
 - a. **Performance Requirements.** RMA shall meet or exceed the following requirements.
 - i. *Response Time Definition.* Ambulance response times under this Agreement are measured from the time the Ambulance is en route to the origination point of the call or other designated location until RMA arrives at the site with a fully functional and staffed Advanced Life Support ambulance. All response times are measured in minutes and seconds.
 - ii. *Reflex Times.* Reflex times are measured from the time the City's 9-1-1 communication service attempts to contact RMA to the time RMA confirms that it received the call and is initiating its response. RMA shall adhere to the following reflex time standards: 60 seconds for daytime responses 90% of the time, and 120 seconds for nighttime responses 90% of the time.
 - iii. *Response Time Standard.'* RMA shall adhere to the following response time standards:
 1. **RESPONSE TIME:**
 - a. Priority 1 (Emergent): 8 Minutes for 90% of calls
 - b. Priority 2 (Non-Emergent): 15 Minutes for 90% of calls*Despite the response times provided here, all ambulance responses shall be conducted in a reasonable and prudent*

manner with due regard to the safety of the public and the crews responding.

b. Penalty For Failure to Perform. RMA agrees to the following penalties for noncompliance with standards set by RFI and the City of Sheridan:

- i. \$50.00 per minute for any emergency call with response time over 12 minutes from the time the crew calls themselves en-route (not from the pre-page or acknowledgement of the page).
- ii. \$150.00 for failure to timely and accurately report being on scene if occurrence happens more than three times a month.
- iii. \$250.00 for not having required equipment on each incident as required by State EMS.
- iv. \$500.00 for use of an ambulance that is illegal, unethical or that compromises the intended use of the ambulance or reflects adversely on the City or RMA.
- v. \$250.00 for not responding to an emergency request for service (either electronically or by radio) within 150 seconds of acknowledgement of the page for service and an additional \$ 250.00 for failure to respond within 180 seconds of acknowledgement of page.
- vi. \$500.00 for leaving the scene of an incident when assisting the City without prior authorization from Incident Command of that scene.

c. RMA Reporting Requirements. RMA provides a specific commitment of performance as set forth in the City's request for proposals (RFP) for services. Common performance criteria for emergency transport contracts include clinical standards and response time performance and reliability in responding to patients' needs. RMA will be prepared to provide to City a detailed reporting on a monthly basis to include the following:

- i. Average response times for all medical responses within the City Limits,
- ii. Detailed response time reports,
- iii. Response and transport modes – emergent vs. non-emergent responses,
- iv. Any delayed response causes,
- v. Reasons for multiple ambulance responses to a single call,
- vi. Any instances of mechanical ambulance failures when affecting response, transport or patient care,
- vii. Any instances where no ambulances are available for immediate call response,
- viii. Any complaints filed to RMA regarding response to calls or patient care,
- ix. Any new ambulance purchases or replacements

5. CASE REVIEW AND PERFORMANCE EVALUATION. City designates its E911 Director as the primary contact for monitoring the performance of the services to be provided by RMA hereunder. RMA designates Tom Goodwin as its primary contact for all reporting and compliance matters relating to the services to be provided hereunder. RMA and the City will actively engage in case reviews, complaint reviews/investigations, and data collection and analysis not less frequently than quarterly, and will do so for the primary purpose and mutual effort to ensure the highest quality patient care and emergency

services are being provided. RMA will continue monthly medical case reviews with the medical director to ensure the proper level of emergency medical care is provided.

6. **INSURANCE REQUIREMENTS.** RMA shall maintain insurance coverage in amounts and with terms accepted by the City and not less than:

- a. *Commercial General Liability Insurance.* RMA shall obtain and maintain continuously in effect at all times during the term of this Agreement and all renewals, at RMA's sole expense, comprehensive general liability insurance of not less than the sum of Two Million dollars (\$2,000,000.00) for any claimant for any number of claims arising out of a single transaction or occurrence, or the sum of Four Million dollars (\$4,000,000.00) for all claims of all claimants arising out of a single transaction or occurrence protecting RMA, and the City against any and all liability from RMA's actions under this Agreement. Said insurance shall specify that the City be named as an additional insured. Lessee shall provide that the insurance company or companies immediately send the City a Certificate of Insurance evidencing the requisite coverage and all renewal and cancellation notices. Said insurance policies shall provide for a minimum often-business days notice to the City in the event of cancellation, nonrenewal, or a material change in the terms thereof.
- b. *Business Automobile Liability Insurance* in an amount and on terms acceptable to RMA and the City.
- c. *Excess Liability Insurance* in an amount and on terms acceptable to RMA and the City.
- d. *Professional Errors and Omissions Liability Insurance* in an amount and on terms acceptable to RMA and the City.
- e. *Worker's Compensation* as directed by the State.
- f. RMA shall provide proof of insurance to the City, in the amounts listed above, by July 1 of each fiscal year, or January 1 if operating on a calendar year.

7. **USER FEE SCHEDULE.** RMA shall charge all patients according to a schedule of rates that it files with the City Clerk's office.

- a. Any proposed changes to RMA's schedule of fees as filed with the City Clerk's office shall be submitted to the City not less than 90 days prior to the proposed effective date of the new fees.
- b. Nothing contained in this agreement shall be construed as the City conferring an exclusive franchising right or privilege within the City of Sheridan to RMA.

8. **GENERAL COVENANTS.**

- a. **NON WAIVER.** Any waiver by the City of any breach of any covenant herein to be kept and performed by RMA shall not be deemed as a continuing waiver and shall not operate to prevent the City from declaring a forfeiture for any succeeding breach, either of the same or other covenant.
- b. **MODIFICATION.** No modification of the terms of this Agreement shall be effective unless such modification is in writing and signed and dated by both parties.
- c. **ASSIGNMENT.** This Agreement is not assignable without the prior written consent of the parties; provided however, City reserves the right to assign its rights and obligations under this Agreement to a joint powers board.

- d. TERMINATION. This Agreement may be terminated:
 - i. By either party at any time if the other party breaches this Agreement and fails to cure such breach within ten (10) days of notice of such breach; or
 - ii. By either party upon six (6) months written notice to the other party of intent to terminate; or
 - iii. Upon mutual written agreement by the parties.
- e. EFFECT OF TERMINATION. All covenants of this Agreement that should, by their nature, survive the termination of this Agreement shall so survive.
- f. NOTICES. Notices shall be sufficient if sent by United States Mail, postage prepaid, to either entity listed in this agreement.
- g. COMPLIANCE WITH LAWS. RMA shall comply with all applicable municipal, state, and federal ordinances, laws, rules, and regulations as they are now or as they are hereafter enacted, and shall not engage in any practice which may have the effect of discriminating against any entity on the basis of disability, age, sex, race, creed, color, national origin, ancestry, or
- h. BUSINESS ASSOCIATE. If under the Health Insurance Portability and Accountability Act, RMA is a "business associate" it shall appropriately safeguard any protected health information.
- i. INDEMNIFICATION. RMA shall indemnify, defend, and save the City, its agents, officers, representatives and employees, harmless from and against any and all penalties, liability or loss, including costs and attorney fees resulting from claims or court action, whether civil, criminal or in equity, arising directly or indirectly out of acts or omissions of RMA or its agents or employees or, through any injury or casualty occurring during the performance of this Agreement unless damages arise out of injury or damage to person or property directly caused or resulting solely from the gross negligence or willful misconduct by the City, its agents, officers, representatives or employees acting within the scope of their duties.
- j. GOVERNMENTAL IMMUNITY. Nothing in this Agreement shall in any way be deemed a waiver of any of the requirements or immunities provided by the Wyoming Governmental Claims Act,
- k. NO THIRD PARTY BENEFICIARY INTENDED. This Agreement is for the benefit of the parties hereto and is not intended for the benefit of any third party.
 - i. CHOICE OF LAW. The laws of the State of Wyoming govern this Agreement. Any litigation of this Agreement shall occur in a court located in Sheridan, Wyoming or a federal court located within Wyoming.
- l. INDEPENDENCE OF AGREEMENT. RMA is an independent contractor and nothing herein is intended, or should be construed as creating a relationship of partners, agency, representative, or employee/employer for any purpose.
- m. PARAGRAPH HEADINGS. The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.
- n. FORCE MAJEURE. Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault Or negligence of the nonperforming party. Such causes may

include, but are not limited to acts of the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

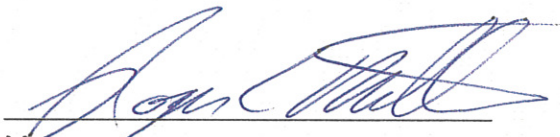
- o. AGREEMENT CONSTRUCTION. This Agreement has been negotiated between the parties and no preference shall be given to any party should the construction of any term of this Agreement be required by a Court.
- p. SEVERABILITY. If any provision of this Agreement is determined by a Court of competent jurisdiction to be unenforceable, that portion shall not affect the enforceability of the remaining provisions of this Agreement.
- q. TERM OF AGREEMENT LIMITED TO TERM OF CITY COUNCIL. The City of Sheridan desires to enter into this agreement for the Term set forth above, which may be renewed or extended or otherwise modified by future City Council(s) in their discretion.
- r. ENTIRE AGREEMENT. This eight (8) page document constitutes the entire agreement of the parties, superseding all previous agreement between the parties.

By signing below, the parties agree to the above-terms and all persons signing certify that he or she has the authority to bind his or her respective party to this Agreement.

Dated this 28th day of August, 2017

The City of Sheridan

Rocky Mountain Ambulance, LLC.

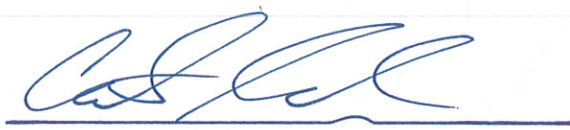


Mayor



Owner
Thomas E. Goodwin

Attest:



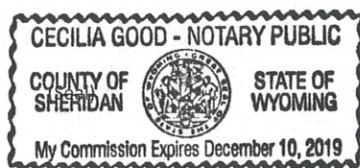
Interim City Clerk

State of Wyoming

County of Sheridan

This instrument entitled Emergency Medical Services Agreement was acknowledged before me on
Title of document being acknowledged

8/28/2017 by Thomas E. Goodwin
Date Name of Person



[Signature]
Signature of Notary
Interim City Clerk
Title

My commission expires: December 10th, 2019



CITY OF SHERIDAN, WYOMING

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

Treasurer

MEMORANDUM

Project Name: Consideration of the transfer of \$1 million from General Fund Unreserved Fund Balance to the General Fund Restricted Fund Balance (Cash Reserves) - City Administrator Stuart McRae
From: Karen Burtis, City Treasurer
To: Mayor and Council
CC:
Date: 04/19/2022

Recommendation:

Staff recommends transferring \$1 million from General Fund Unreserved Fund Balance to the General Fund Restricted Fund Balance.

Background:

Fiscal year 2021 ended with over a \$1 million surplus in the General Fund. Council moved to allocate \$800,000 of that to the General Fund Restricted Fund Balance (cash reserves). The balance of that surplus was added to the total General Fund Restricted Fund Balance, which is now over \$3.6 million.

Staff has indicated that we are making a concerted effort to fulfill the requirements of Resolution 17-14, requiring a cash reserve fund equal to 50% of the General Fund appropriations budget. 50% of the FY22 original General Fund budget is \$6,502,208. We currently have \$3,600,724 set aside, or 55.4% of the total amount required by the resolution.
