



**AGENDA
CITY OF SHERIDAN
OCTOBER 24, 2022
STUDY SESSION COUNCIL MEETING START 5:30 P.M.**

1. Discussion of Employment Agreement for Brian Washko - Public Works Director Hanns Mercer and City Attorney Brendon Kerns
2. Discussion of PL-22-33, Resolution 56-22, Revision of Wrench Ranch Properties, Master Plan Phase I - Community Development Director Wade Sanner
3. Discussion of Resolution #58-22 for Spruce LLC Parked Retail License Extension for Good Cause - City Clerk Cecilia Good
4. Discussion of a Parking Lot Agreement for the Bede Property Between City Hall and Verdello - City Attorney Brendon Kerns
5. Discussion of Emergency Medical Services - City Attorney Brendon Kerns
 - A. Discussion of Emergency Medical Services Contract
 - B. Discussion of EMS Vehicle and Equipment Lease Agreement
 - C. Discussion of Temporary Emergency Medical Services Funding MOU
6. Discussion of Resolution #60-22 Establishing the Sheridan County Attainable Housing Council - City Attorney Brendon Kerns
7. Discussion of GPET/One Cent Education Program - City Administrator Stuart McRae



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: Discussion of Employment Agreement for Brian Washko - Public Works Director Hanns Mercer and City Attorney Brendon Kerns
From: Hanns Mercer, Public Works Director
To: Mayor and Council
CC:
Date: 10/05/2022

Recommendation:

See attached contract.

Attachments

Job Description
Agreement



Building/Fire Code Official Building

PW-CD/2

The City of Sheridan's core values are what define us both as individuals and as a collective group of people. We've selected these five values to emphasize the leadership role that every employee has in working as part of a team of teams, whether those teams are in another department within the City or at the County, State, or National level. These values are paramount to meeting the mission of the City. The values are Make a Difference, Take Initiative, Build Trust, Show Optimism, and Promote Teamwork.

JOB SUMMARY

Under the direction of the Public Works Director the City's Building Official has functional supervision over the department and activities of the City's Building Division. The Building/Fire Code official enforces and ensures compliance with building and technical codes and ordinances pertaining to commercial and residential building, electrical, plumbing, mechanical, fuel gas emergency conservation, fire, swimming pool and spa codes for the city. The Building/Fire Code Official shall provide direction and assistance to the building permit technicians, inspectors and plans examiners.

MAJOR DUTIES

- Enforces building, fire, plumbing, mechanical, electrical, energy conservation, swimming pool and spa codes ; enforces the City of Sheridan Municipal Code.
- Works with the Inspection Supervisor to develop and implements policies and procedures necessary to achieve efficient operations.
- Examines submitted building plans to ensure building code compliance and to ensure the use of correct structural and non-structural techniques and materials.
- Coordinates division activities with other City departments.
- Coordinates and administers public building code education.
- Communicates with the Fire Chief, Planning personnel, Public Works personnel, and inspectors to ensure correct and complete plan reviews.
- Interacts with homeowners, contractors, and the general public to discuss code requirements, building techniques, building materials, city ordinances, and zoning or fire safety regulations.
- Researches codes in response to customer requests.
- Performs fire sprinkler and fire alarm system plan reviews and inspections to ensure compliance with codes, techniques, and materials.

- Researches, prepares and presents regular and special reports.
- Educates inspectors, contractors, design professionals, politicians, and the general public regarding the importance of code enforcement, general and specific code provisions, and contractor licensing.
- Performs field inspections and building plan reviews as needed.
- Participates in nuisance abatement processes and strategy development.
- Regularly meets with groups outside the organization to collaborate and gather feedback regarding the City's process and their experiences.
- Networks with other building departments to gain perspective
- Build and maintain mentoring relationships for professional development.
- Regularly attend functions associated with code development and expanding the state's licensing processes.
- Performs related duties.

KNOWLEDGE REQUIRED BY THE POSITION

- Knowledge of construction methods and materials.
- Knowledge of local, state, and national building codes.
- Knowledge of the principles and practices of fire prevention including inspection, hazard types and causes.
- Knowledge of fire suppression and fire alarm systems.
- Knowledge of management and supervisory principles and practices.
- Knowledge of department and city policies and procedures, and federal, state, and local laws and regulations.
- Knowledge of industry best practices and development issues unique to Wyoming.
- Knowledge of city personnel policies and procedures.
- Skill in the operation of computers and other standard office equipment.
- Skill in planning, organization, and decision making.
- Skill in public speaking and public relations.
- Skill in oral and written communication.

SUPERVISORY CONTROLS

The Inspection Supervisor assigns work in terms of division goals and objectives. The supervisor reviews work through conferences, reports, and observation of division activities.

GUIDELINES

Guidelines include City-adopted building codes, the City of Sheridan Municipal Code, and other material and construction standards. These guidelines require judgment, selection, and interpretation in application. This position develops division guidelines.

COMPLEXITY/SCOPE OF WORK

- The work consists of varied management, administrative, and technical duties. Frequent changes to industry standards contribute to the complexity of the position.
- The work often involves balancing the needs of several stakeholder groups to reach agreeable solutions.
- The advanced level of this position sometimes requires organizing and leading statewide industry and code professional discussions on best practices and code updates.

CONTACTS

- Contacts are typically with design professionals, contractors, elected officials, property owners, developers, co-workers, other building departments, consultants, and related organizations and the general public.
- Contacts are typically to give or exchange information, resolve problems, motivate personnel, provide services, and justify, negotiate, or settle matters.

PHYSICAL DEMANDS/ WORK ENVIRONMENT

- The work is typically performed while sitting at a desk or table or while intermittently sitting, standing, walking, bending, crouching or stooping. The employee occasionally lifts light and heavy objects, climbs ladders, uses tools or equipment requiring a high degree of dexterity, and distinguishes between shades of color.
- The work is typically performed in an office and outdoors, occasionally in cold or inclement weather. The employee may be exposed to noise, dust, dirt, grease, and machinery with moving parts. Work requires the use of protective devices such as masks, goggles, gloves, etc.

SUPERVISORY AND MANAGEMENT RESPONSIBILITY

None.

MINIMUM QUALIFICATIONS

- Possession of or ability to readily obtain the International Code Council Certified Code Official within one year of employment.
- Knowledge and level of competency commonly associated with the completion of a baccalaureate degree in a course of study related to the occupational field.
- Experience sufficient to thoroughly understand the diverse objectives and functions of the subunits in the division/department in order to direct and coordinate work within the division/department, usually interpreted to require three to five years of related experience.
- Possession of a valid driver's license issued by the State of Wyoming for the type of vehicle or equipment operated.
- Possession of or ability to readily obtain the appropriate state certification for the type of inspection(s) conducted.

The City of Sheridan is an at-will employer. This means that either party – the employee or the employer – may end employment at any time, with or without cause, with or without notice. All the terms, conditions and benefits of employment with the City are subject to change at any time, with or without notice, at the discretion of the City.

I have read this job description and understand my job duties and responsibilities. I am able to perform the essential functions as outlined. I understand that my job may change on a temporary or regular basis according to the needs of my location or department without it being specifically included in the job description.

Employee's Name (Printed)

Employee's Signature

Date

EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is entered into effective _____, by and between City of Sheridan, Wyoming, (“City”) and _____ (“Employee”).

WHEREAS, Employee has been employed by SAFEbuild Colorado, LLC working as a plan’s examiner retained by the City of Sheridan; and

WHEREAS, the City has a contract with SAFEbuild Colorado which allows for the City to buyout Employee’s employment with SAFEbuild; and

WHEREAS, the City has the need to retain a plan’s examiner as an Employee.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties hereto agree as follows:

1. **Term.** This Agreement shall commence on November 8, 2022 for a term ending December 31, 2026 (the “Term”). The first day of employment shall be 90 days from the date of notification to SAFEbuild exercising the City’s right to buyout the contract. All forms of compensation shall not begin to be accrued or earned until the first day of employment.

2. **Employee Duties.** Employee shall perform his duties subject to City’s supervision and direction and his job description attached and incorporated herein as **Exhibit A**. Employee agrees to devote, to the very best of his ability, on behalf of City, all of his, energy and skill in the performance of services. Employee shall comply with City’s policies and standards currently in effect, or as they may be amended in the future.

a. **Remote Work.** Employee shall be allowed to work remotely through electronic and video means with the City. Employee shall be solely responsible for maintaining the necessary internet connection and speed to perform his duties.

i. **Communication.** Communication between the City and Employee shall be conducted through the City provided email account, telephone, video communicating or other useful methods. Employee shall not use any other email account to conduct City business and perform his job duties. Employee shall be required to promptly return all missed phone calls during normal business hours and answer emails in a timely manner. As a remote worker, efficient and responsive communication is a material condition of this Agreement.

ii. **Travel.** Employee shall be required to travel to Sheridan when requested by the Public Work’s Director and for two weeks of May, July and September. Employee may travel by any means he chooses, provided, if he chooses to travel by vehicle, he shall make himself available for phone communication as is needed. The time traveling to and from Sheridan shall not be considered vacation or sick time.

- b. Employee Handbook. Employee has received and reviewed the City Employee Handbook and shall be subject to its terms and conditions except where specifically altered by the Agreement.
 - c. Work Product and Records. All documents, emails, text messages, letters, reports, communications or any other form of record created in accordance with this Agreement and Employees duties may be considered public records by Wyoming Statute. As such, all said documents and records are the property of the City and shall not be destroyed without following City procedures and being in accordance with Wyoming Law. Any of the aforementioned records which are not public records due to an exemption under Wyoming Law shall still be considered City property.
3. **City Duties.** City shall provide the following equipment, budget items and subscriptions which shall not be construed as compensation paid to employee.
- a. Remote Work. In order to facilitate Employee working remotely, City shall provide Employee a cell phone, dockable laptop, two monitors and supporting equipment which he may utilize when working remotely. When Employee is working in Sheridan, the City will provide a docking station with two monitors and other related office equipment necessary for him to perform his duties
 - b. Budgeted Expenditures. The City shall provide a travel and training budget which may be utilized to attend the ICC Conference and travel to and from the City when requested or required by the City.
 - i. Traveling expenses and expenses while staying in Sheridan shall be in accordance with the City annual budget. However, the City shall, at minimum, budget for the necessary meals and lodging, as defined herein, at the U.S. General Services Administration per diem rate for Sheridan County. Expenditures which exceed the per diem rate must be preapproved by the Public Works Director to be eligible for reimbursement.
 - ii. Should Employee be required to travel to Sheridan more than two weeks in May, July and September, the City shall increase the travel budget to accommodate the additional travel.
 - c. Subscriptions and Materials. City shall also provide all necessary subscriptions for Employee to perform his duties including ICC and NFPA code books, study guides and an ICC premium code access.
4. **Compensation.** As compensation for Employee's services under this Agreement, City shall pay and Employee shall accept a salary, before all customary payroll deductions, of \$85,310.16 annually, payable in accordance with the regular payment schedule for City's

employees.

- a. **Taxes.** City shall pay and remain current with all federal and State of Wyoming employment taxes and filings which are the responsibility of the City under Wyoming and Federal Law. Employee shall be solely responsible any additional filings required by the Employees state of residence.
- b. **Adjustments.** Employee's compensation, benefits and other conditions of compensation may be amended by the City Governing without consent of Employee provided such adjustments are made in accordance with the pay scale adjustments made to all employees excepting employees of the Fire Department.

5. **Benefits.** Employee shall receive employment benefits in accordance with the City's standard benefit package.

- a. **Vacation, Holidays and Sick Leave.** Employee shall have vacation, holidays and sick leave each year in accordance with the City's employee policies. Provided, Employee shall begin his employment with 5 weeks of vacation which may be taken within the first year, and every year thereafter during the term of this Contract in accordance with City's employee policies

6. **Termination.** Notwithstanding the "Term" defined in Section 1 above, this Agreement may be terminated, as follows:

- a. **City Termination.** City may terminate this Agreement and Employee's employment upon a material breach of this Agreement. A material breach of this Agreement includes employee actions or inaction which are in violation of the City employee policies or violation of Federal, State or Local Law. In such event, Employee shall be paid for work performed up to the date of termination. Final payment for wages earned shall be paid on the next regularly scheduled pay date.
- b. **Employee Termination.** Employee may terminate this Agreement and his employment as follows:
 - i. From February 7, 2023 until February 6, 2024, if Employee terminates his employment, he shall be required to pay damages to the City. The damages is based on the amount which the City was required to pay to SAFEbuild to hire Employee. Employee shall not be required to pay damages should Employee be required to terminate his employment as a result of a medical condition prohibiting him from performing. The existence of such a condition must be verified by a medical doctor of the City's choosing and be a medical condition which did not exist prior to entering into this Agreement. The penalty schedule is set forth as follows:
 - 1. Between February 7, 2023 and May 1, 2023 - \$23,500
 - 2. Between May 2, 2023 and August 1, 2023 - \$17,625
 - 3. Between August 2, 2023 and November 1, 2023 - \$11,750
 - 4. Between November 2, 2023 and February 6, 2024 - \$5,875

- ii. Employee may resign for cause. Cause shall be limited to a material breach of this Agreement by City. In this event, Employee shall receive no other compensation except for accrued time worked.
 - iii. Should Employee resign without cause, then Employee shall be required to provide thirty (30) days' written notice to City. In this event, Employee shall receive no other compensation except for accrued time worked.
- c. Mutual Termination. The parties may mutually agree to terminate this Agreement in writing and establish the terms of the termination.
- d. Effect of Termination. In addition to the other conditions defined in this Agreement, in the event of Termination, Employee shall immediately deliver to the City by mail or in person, all phones, computers, code books, study materials, passwords, login in names, files, records, notes, information, letters, or any other form of documentation, public record or property held by Employee which was created by employee or the City or purchased by the City in order to meet the terms and conditions of this Agreement. Any property purchased by Employee without the use of City funds, shall remain Employees and the City shall have no claim of ownership.
 - i. If the delivery of the aforementioned records and property is conducted by mail, Employee shall utilize UPS, USPS or FedEx provided that the mailing is certified with postage prepaid.

7. **Notices.** All notices and other communications required or permitted under this Agreement shall be validly given, made or served if done so in writing and delivered personally or sent by registered or certified mail to the following addresses, or to such other address as either party may designate from time to time upon written notice to the other party:

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

Employee:
Brian Washko
134 Moonlight Drive
Gallatin, TN 37066

8. **Insurance and Driver's License.** Employee shall maintain valid vehicle insurance on his vehicle at all times while employed with the City. Vehicle insurance shall, at minimum, meet all Wyoming Statutory requirements. Additionally, Employee shall maintain a valid driver's license at all times during his employment.

9. **Other Provisions.**

- a. This Agreement constitutes the entire agreement and understanding between the parties as to its subject matter. All prior agreements or understandings, whether oral or written, are superseded by and merged into this Agreement and cannot be used as evidence of the parties' intent herein.
- b. If any provision herein is deemed invalid, the other provisions (including the valid

part of a partly invalid provision) shall continue in full force and effect.

- c. This Agreement may not be amended or modified except in writing by the parties and as expressly approved by City.
- d. Any waiver by City of Employee's breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by Employee.
- e. No provision of this Agreement shall be deemed waived except as set forth in writing by the parties.
- f. Neither party may assign any right or delegate any duties hereunder without the prior written consent of the other party.
- g. This Agreement has been entered into and shall be construed under the laws of the State of Wyoming. Any legal action shall be filed in the Fourth Judicial District of Sheridan County, Wyoming.

City of Sheridan,

Employee:

By: _____
City Administrator, Stuart McCrae

Brain Washko

Date: _____

Date: _____



CITY OF SHERIDAN, WYOMING

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

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

Planning

MEMORANDUM

Project Name: Discussion of PL-22-33, Resolution 56-22, Revision of Wrench Ranch Properties, Master Plan Phase I - Community Development Director Wade Sanner

From: Wade Sanner, Community Development Director

To: Mayor and Council

CC:

Date: 10/24/2022

Recommendation:

Discussion of PL-22-33, Resolution 56-22, The applicant, John E. Rice & Sons, Inc., is requesting a master plan revision of the Wrench Ranch Properties, Master Plan Phase I, zoned Gateway District. Located at 910, 1010, 1015, 1080, 1085 Remington Rd and 2810 Real Bird Way. (PINs 56841532100425, 56841532100925, 56841532100525, 56841532100825, 56841532100725, 56841532100625, 56841532101025).

Background:

The applicant, Bill Pugh for John E. Rice and Sons, Inc., is requesting an amendment to the Wrench Ranch Master Plan - Phase I regarding the Light-Industrial areas of the master plan.

The applicant is proposing to amend the Wrench Ranch Master Plan - Phase I to amend the permitted uses in the Light-Industrial Planning Area to allow: Storage or parking of trucks, cars or major recreational equipment, including but not limited to boats, boat trailers, camping trailers, motorized homes and house trailers shall be permitted; Construction Company Equipment/Materials and Operations; Construction Company Office and Sales Building

Discussion:

The goals of the Wrench Ranch Master Plan – Phase I are the following:

1. Long Range Planning. The intent of the Master Plan is to provide a long-range plan for the future that will encourage carefully planned and orchestrated development of high quality.
2. Balance of Uses. The Master Plan is to provide a mix of integrated uses that provide a balance of residential, commercial, retail, office, open space and parks.
3. Gateway/Entry to Sheridan. The Master Plan is to provide an organized, understood, visually coherent development that will function as an identifiable and gracious North entry to Sheridan.
4. Understandable District of Sheridan. The Master Plan is intended to provide an understandable and distinct commercial and mixed-use district within Sheridan.
5. Continuity. The Master Plan is to provide for continuous and uninterrupted extension to the North Main corridor,

and Sheridan's parks, open space, and trails systems.

The general purpose and intent of the Wrench Ranch Master Plan – Phase I contains information that is necessary for the planning of development within the Wrench Ranch Phase I. The purpose of this Master Plan is to provide in one location all the essential Guidelines, Standards, and Regulations to be used in preparing a development proposal in the Wrench Ranch Phase I.

The Guidelines, Standards and Regulations of the Master Plan contain most to the information needed for Development within the Wrench Ranch Phase I Master Plan area. The Guidelines Standards, and Regulations of this Master Plan were written with the intent of complying with the City of Sheridan Gateway Ordinance (Ord. 2066) contained in the City of Sheridan Municipal Code.

Phase One of the Wrench Ranch Master Plan was recorded with Sheridan County on September 16, 2009. The purpose of Phase One of the Master Plan was to address the development pattern for properties to the south and adjacent to the I-90 Corridor, as well as the properties southeast of North Main Street.

The subject property is currently designated as the Light Industrial Planning Area. Per the Wrench Ranch Master Plan: *The Light Industrial (LI) Planning Area will provide appropriate areas for industrial activities such as manufacturing, research and development, assembly of materials, goods and equipment as well as warehousing required by residents of the city, The area is to provide employment opportunities within the Master Plan area and to buffer Mixed-Use areas from the existing heavy industry to the south.*

The following changes are being requested to the table of the permitted uses in the Light-Industrial Planning Area:

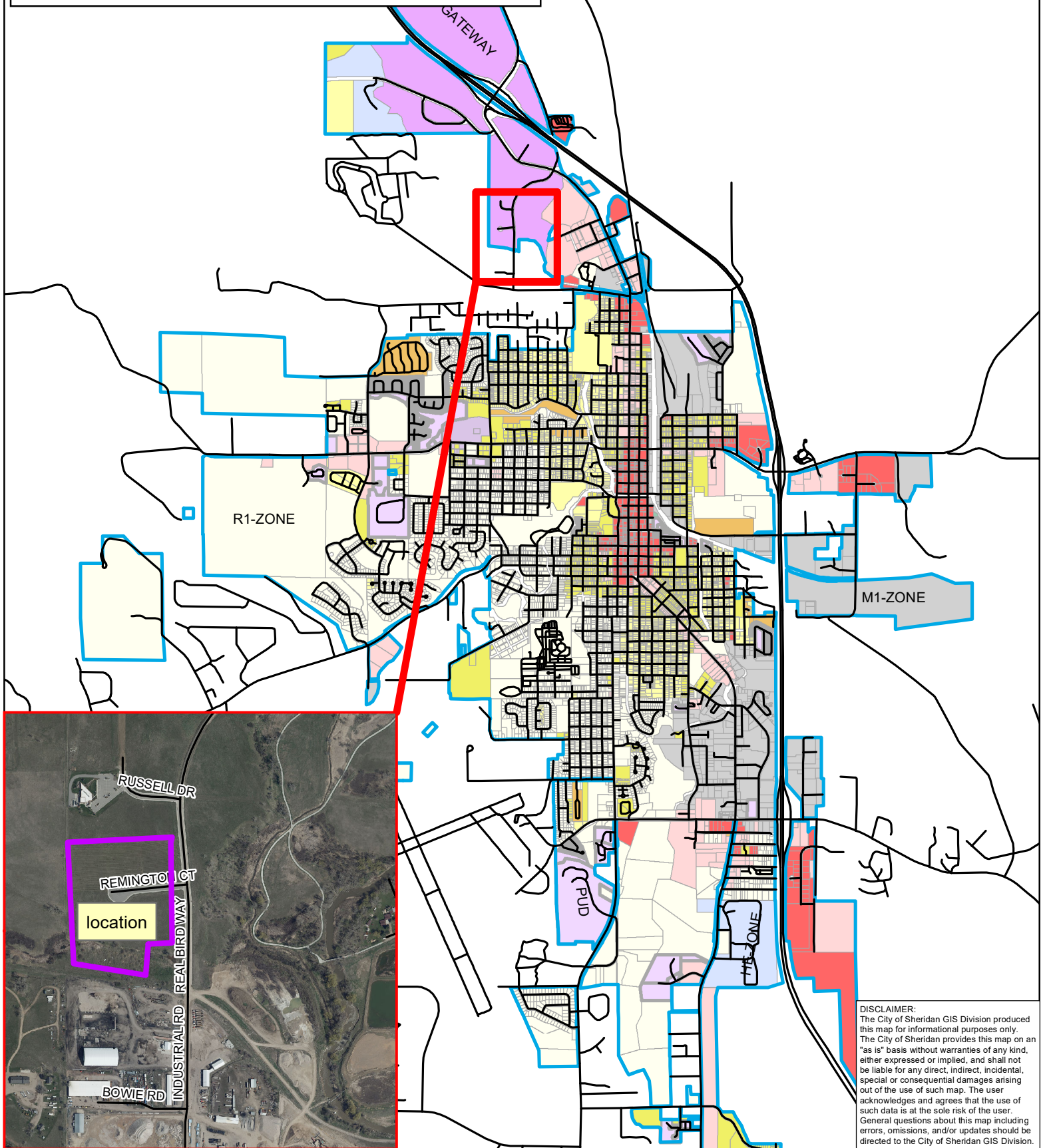
Permitted Uses - Light Industrial	
Other uses that meet the general intent of this section may be considered if they meet all other requirements.	P
Storage or parking of trucks, cars or major recreational equipment, including but not limited to boats, boat trailers, camping trailers, motorized homes and house trailers shall be permitted.	P
Construction Company Equipment/Materials and Operations.	P
Construction Company Office and Sales Building	P

The proposed permitted uses, and existing permitted uses in the Light Industrial Planning Area are contained in the Revised Wrench Ranch Master Plan - Phase I attached to this staff report.

Attachments

Aerial
Master Plan
Master Plan Revision
Resolution

Wrench Ranch Master Plan



DISCLAIMER:
The City of Sheridan GIS Division produced this map for informational purposes only. The City of Sheridan provides this map on an "as is" basis without warranties of any kind, either expressed or implied, and shall not be liable for any direct, indirect, incidental, special or consequential damages arising out of the use of such map. The user acknowledges and agrees that the use of such data is at the sole risk of the user. General questions about this map including errors, omissions, and/or updates should be directed to the City of Sheridan GIS Division.

Legend	
— Roads	B2 - Business District
□ City of Sheridan Boundary	M1 - Industrial District
□ R1 - Residence District	MA - Medical Arts District
□ R2 - Residence District	HE - Higher Education District
□ R3 - Residence District	RUCA - Restricted Use Control Area
□ R4 - Residence District	PUD - Planned Unit Development
□ B1 - Business District	GATEWAY - Gateway District



0 0.275 0.55 1.1 Miles

A. INTRODUCTION – LIGHT INDUSTRIAL

1. GENERAL DESCRIPTION

The Light Industrial (LI) Planning Area will provide appropriate areas for industrial activities such as manufacturing, research & development, assembly of materials, goods and equipment as well as warehousing required by residents of the city. The area is to provide employment opportunities within the Master Plan area and to buffer Mixed-Use areas from the existing heavy industry to the South.

B. PRINCIPAL USES

The following Table (LI Permitted Uses–Light Industrial) the symbol "P" indicates the uses that shall be permitted in the Light Industrial District. Uses not permitted are indicated with the symbol "X".

TABLE LI PERMITTED USES–LIGHT INDUSTRIAL	PERMITTED
A. OFFICES USE TYPES	
General Offices	P
Financial Offices	P
Medical Offices	P
Combination offices use types	P
B. COMMERCIAL USE TYPES	
Agricultural sales & Service	P
Automotive service, repair & rental	P
Business Park	P
Commercial center	P
Communication services	P
Construction sales & service	P
Consumer repair services	P
Copy shops and printing services including typesetting	P
Fire Hall & Fire Fighter training facility	P
Food sales	P
Daycare home	P
Funeral services	P
General retail	P
Laundry	P
Liquor sales	P
Maintenance and service facility	P
Medical clinic	P
Office Warehouse	P
Veterinary clinics	P
Veterinary hospitals	P
Data, radio, TV or other broadcasting facilities	P
1. Without outdoor transmission or receiving facilities	P
2. With outdoor transmission or receiving facilities	X
3. With roof/building mount transmission or receiving facilities	P
General administrative offices	P
Adult or Sexually oriented businesses are specifically prohibited within all areas of the Master Plan	X
Indoor commercial recreation facilities	P
Bus, railroad, public transit terminal	P
Parking lots to serve other principal uses within the district	P

C. ACCESSORY USES

Accessory structures are defined as any building or use which is subordinate in purpose, area or intensity of the principal building or use served, is normally associated with the principal building or use, contributes to the needs of the occupants, business enterprise or industrial operation within the principal building or use served and is located on the same lot as the principal building or use.

USE	PERMITTED
Automated Teller Machine (ATM)	P
Cafeteria, Dining Halls and Similar Food Services	P
Car Wash Bay	P
Fences, hedges or walls	P
Offices to operate principal use	P
On-premise signs	P
Recycling collection point	P
Retail sales of goods as part of permitted industrial and warehouse uses	P
Satellite dish antennas accessory to nonresidential uses	P
Storage or parking of trucks, cars or major recreational equipment, including but not limited to boats, boat trailers, camping trailers, motorized homes and house trailers	X
Other accessory uses as determined by the Planning Director to meet accessory criteria	P

D. LIGHT INDUSTRIAL DISTRICT: SETBACK & HEIGHT STANDARDS

The Guidelines, Standards, and Regulations of this Master Plan were written with the intent of complying with the City of Sheridan Gateway Ordinance (Ord. 2066) contained within the City of Sheridan Municipal Code. In regards to building setback (excluding required landscape buffers), height and density; this Master Plan shall take precedence over municipal code. In all other matters, development of the Wrench Ranch Mater Plan Phase I shall be fully compliant with the City of Sheridan Municipal Code.

TABLE LI-2 LIGHT INDUSTRIAL SETBACK & HEIGHT STANDARDS	
Location	Width/Height
Building Setbacks (Industrial Uses) Front, Side, Rear	50'
Building Setbacks Commercial Uses Front	15'
Side Yard-Within Planning Area	15'
Rear	15'
Height Limitations Commercial Principal Use (4 story Max.)	45' or 4 stories

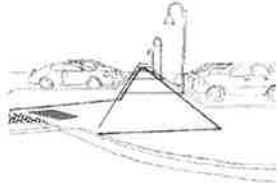
E. SPECIAL STANDARDS

Special development standard related to Light Industrial (LI) include the following:

- SETBACKS – All setback are measured from the Property Line.
- ENCROACHMENTS/PROJECTIONS INTO SETBACKS AND OFFSET(YARDS)
 - Eaves, roof projections, awnings, projection signs and other features may project into required yards a maximum of three (3) feet, provided such appendages are supported at or behind the building setback or offset line.
 - Encroachments and projections into easements must be approved by the easement holder and the City of Sheridan.
 - Encroachments and projections shall be constructed of fire-rated or fire-resistive construction if required by the Building Codes.

F. SITE PLANNING PRINCIPLES

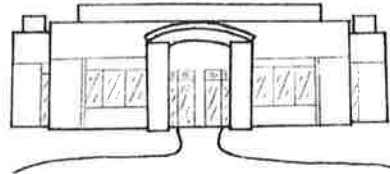
- Site and orient buildings to concentrate and reinforce pedestrian activity along sidewalks.
- Provide safe and efficient vehicular parking lots while minimizing the negative visual impacts commonly associated with large paved areas.
- Locate stand alone satellite building at site entrances to "announce" entry.



G. SITE PLANNING GUIDELINES

1. BUILDING SITING AND ORIENTATION

- Site buildings to face the main street frontage.
- Provide clearly articulated pedestrian-oriented entries.



- Create continuous building facades along the street and public space. Avoid blank facades and "dead" or vacant spaces within the streetwall.



- Site buildings to concentrate continuous pedestrian activity along the street.
- Avoid placing service areas where they are visible from adjacent buildings or streets.
- Provide separate parking areas for delivery trucks and service vehicles located behind buildings.
- Locate accessory structures behind buildings.
- Orient primary building storefront openings towards the street.

2. VEHICULAR CIRCULATION AND PARKING

- Segment large parking lots into smaller courts enclosed by buildings and framed by tree rows designed to minimize the perceived scale of the total parking area.
- Locate parking areas within internalized parking courts or to the sides or rear of buildings.
- Provide bicycle parking.
- All parking requirements shall meet or exceed the City of Sheridan Municipal Code.

3. SERVICE DELIVERY AND OUTDOOR EQUIPMENT STORAGE

- Avoid placing service areas where they are visible from adjacent buildings or streets.
- Locate loading docks, trash enclosures and service areas away from the street frontage.
- Locate accessory structures behind buildings.
- Provide 6' high opaque screen fence or wall around trash/recycling enclosures.

H. ARCHITECTURE – LIGHT INDUSTRIAL USE PRINCIPLES (LI)

- Design clearly articulated human scale buildings.
- Orchestrate building structural bays to create repetitive, non-monotonous building rhythms.

I. ARCHITECTURAL GUIDELINES – LIGHT INDUSTRIAL (LI)

1. BUILDING MASSING AND FORM

- Divide large buildings into a series of individual storefronts, units, or multiple structural bays of similar design and proportion.
- Provide scale-giving building massing, elements, ornament, patterns & textures to provide human scale to the final design.
- Avoid large, monumental, undifferentiated and scale-less building masses.

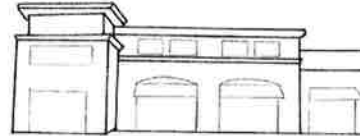
2. ROOF CAP

- Sheath sloped roofs with a durable roofing material that is complementary to the architectural style of the building.
- Avoid continuous roof planes. Pitched roof planes exceeding 50 linear feet should incorporate articulated roof elements that include the following:

Cross Gables
Roof Monitors
Vertical Tower Elements
Roof Dormers



Vary Roof Lines/Heights



- Use discretion to conceal rooftop mechanical equipment, antenna, satellite dishes, etc. shall be completely screened within a penthouse or hidden behind a roof parapet.

REV.	DESCRIPTION	BY	DATE

x:\2008\09003 - Wrench Ranch Master Planning\Wrench Ranch Master Plan Revisions - 20080915\09003 - MASTER PLAN LI.dwg Sep 16, 2009 - 11:25am

WRENCH RANCH PROPERTIES
MASTER PLAN ~ PHASE 1
LIGHT INDUSTRIAL PRINCIPLES, GUIDELINES & STANDARDS
SHERIDAN, WYOMING

PREPARED FOR:
JOHN E. RICE & SONS, INC
DBA WRENCH RANCH

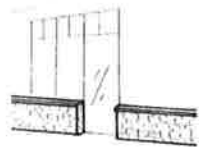
247 DECKER ROAD
SHERIDAN, WY 82801

CENTENNIAL
COLLABORATIVE
ARCHITECTS • ENGINEERS • SURVEYORS
231 North Main St. - Sheridan, WY 82801 - (307) 672-1711
400 South Miller Ave. - Gillette, WY 82716 - (307) 682-1141

DATE: 9/16/09
DESIGNED BY: JES
DRAWN BY: NLM
CHECKED BY: JES
SCALE
HORIZ: NA
VERT: NA
PROJECT NO.
S09003
SHEET NO.
LU-4

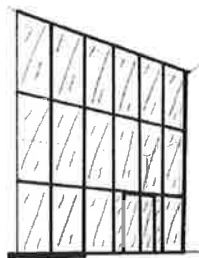
3. MASONRY OR STONE BASE

- a. Define the base of storefront buildings with a masonry or stone base designed to anchor structure to the ground plane.



4. BUILDING MATERIALS

- a. Avoid large, featureless building surfaces such as large all glass, all concrete tilt, or all metal panel walls.



- b. Avoid an excessive variety of façade materials.

- c. The following building materials are permitted:

I. Building Base:

- Concrete, Precast
- Masonry, Brick
- Masonry, CMU (Integrally colored)
- Quality Metal Panels (Less than or equal to 15% coverage)
- Masonry, Stone (ie. Ashler-laid, broken rangework, pitched faced, quarry faced)
- Masonry, Stone Veneer (ie. Brownstone, sandstone, slate)
- Metal, Structural (Less than or equal to 15% coverage)
- Metal wall panels, Corrugated, standing seam, etc. (Less than or equal to 15% coverage)
- Cultured stone
- Tile

II. Roofs:

- Composite Shingle Roofing
- Concrete Shakes
- Metal, Standing Seam
- Rolled metal or single-ply membrane roofing screened from public view by a parapet
- Slate (real or cultured)
- Tile, Flat Concrete (Modern Slate)
- Brackets, Corbels and Beams
- Wood, Dimensional (Beams)

III. Windows:

- Glass, transparent, mirrored or tinted
- Polycarbonate

IV. Use wall materials based upon the following recommendations:

- Board and Batten (wood or cementitious)
- Block
- Brick
- Corrugated Metal (Less than or equal to 15% coverage)
- Siding, Clapboards (wood or cementitious)
- Siding, Fishscale (wood)
- Siding, Drop (wood or cementitious)
- Siding, Lap (wood or cementitious)
- Siding, Shingle (cedar, redwood or cementitious)
- Siding, Tongue and Groove (wood or cementitious)
- Stone (natural)
- Stone (cultured)
- Stucco (exterior plaster)
- EIFS

REV.	DESCRIPTION	BY	DATE

X:\2009\09003 - Wrench Ranch Master Planning\dwg\Master Plan Revisions - 20090915\09003 - MASTER PLAN 1.dwg Sep 18, 2009 - 11:26am

WRENCH RANCH PROPERTIES
MASTER PLAN ~ PHASE 1
LIGHT INDUSTRIAL PRINCIPLES, GUIDELINES & STANDARDS
SHERIDAN, WYOMING

PREPARED FOR:
JOHN E. RICE & SONS, INC
DBA WRENCH RANCH

247 DECKER ROAD
SHERIDAN, WY 82801


ARCHITECTS • ENGINEERS • SURVEYORS
237 North Main St. - Sheridan, WY 82801 - (307) 672-1711
400 South Miller Ave. - Gillette, WY 82716 - (307) 682-1141

DATE: 9/16/09
DESIGNED BY: JES
DRAWN BY: NLW
CHECKED BY: JES
SCALE
HORIZ: NA
VERT: NA

PROJECT NO.
S09003

SHEET NO.
LU-5

MASTER PLAN REVISION
FOR
WRENCH RANCH PROPERTIES MASTER PLAN-PHASE 1
ADDED USES

ADDED USES revising a part of Sheet LU-4 of the original Master Plan related to the Permitted Uses in the LIGHT INDUSTRIAL section as follows;

PERMITTED USES (Added)

1. Other uses that meet the general intent of this section may be considered if they meet all other requirements.
2. Storage or parking of trucks, cars or major recreational equipment, including but not limited to boats, boat trailers, camping trailers, motorized homes and house trailers shall be permitted.
3. Construction Company Equipment/Materials and Operations
4. Construction Company Office and Sales Building

ALL OTHER REQUIREMENTS AS STATED IN THE ORIGINAL MASTER PLAN WILL BE FOLLOWED.

PLANNING COMMISSION APPROVAL:

REVIEWED BY THE CITY OF SHERIDAN PLANNING COMMISSION THIS ____ DAY OF _____, 2022.

ATTEST: VICE-CHAIRMAN

CHAIRMAN

CITY COUNCIL APPROVAL:

APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERIDAN, WYOMING, THIS ____ DAY OF _____, 2022.

ATTEST: CITY CLERK

MAYOR

DIRECTOR OF PUBLIC WORKS APPROVAL:

THIS REVISED MASTER PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE REQUIREMENTS AND PROCEDURES OUTLINED IN THE SUBDIVISION REGULATIONS OF THE CITY OF SHERIDAN AND CERTIFIED THIS ____ DAY OF _____, 2022. BY THE DIRECTOR OF PUBLIC WORKS OF SHERIDAN, WYOMING.

DIRECTOR OF PUBLIC WORKS

PLANNING DIRECTOR APPROVAL:

THIS REVISED MASTER PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE GATEWAY DISTRICT ZONING REQUIREMENTS OF THE CITY OF SHERIDAN AND CERTIFIED THIS ____DAY OF _____, 2022. BY THE DIRECTOR OF THE PLANNING DEPARTMENT OF SHERIDAN, WYOMING.

DIRECTOR OF PLANNING DEPARTMENT

COUNTY CLERK CERTIFICATE:

THIS REVISED MASTER PLAN WAS FILED FOR RECORD IN THE OFFICE OF THE CLERK AND RECORDER AT __O'CLOCK __.M.,_____,_____, AND IS DULY RECORDED IN BOOK __, PAGE NO. __.

COUNTY CLERK

**CITY OF SHERIDAN
RESOLUTION 56-22**

A RESOLUTION approving PL-22-33, the Wrench Ranch –Phase I Master Plan Amendment, to amend the Light-Industrial Planning Area to allow for the following uses:

1. Other uses that meet the general intent of this section may be considered if they meet all other requirements.
2. Storage or parking of trucks, cars or major recreational equipment, including but not limited to boats, boat trailers, camping trailers, motorized homes and house trailers shall be permitted.
3. Construction Company Equipment/Materials and Operations
4. Construction Company Office and Sales Building

WHEREAS, all applicable requirements for a master plan amendment have been met and all documents meet the applicable requirements in Appendix A, Section 16 of the Sheridan Municipal Code regarding changes and amendments to master planned developments.

Now, therefore, be it resolved by the City Council of the City of Sheridan:

That the Wrench Ranch – Phase I Master Plan Amendment, to amend the Light-Industrial Planning Area.

PASSED, APPROVED, AND ADOPTED this 7th day of November 2022.

Richard Bridger, Mayor

ATTEST:

Cecilia Good, City Clerk



CITY OF SHERIDAN, WYOMING

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

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

Clerk

MEMORANDUM

Project Name: Discussion of Resolution #58-22 for Spruce LLC Parked Retail License Extension for Good Cause -
City Clerk Cecilia Good
From: Cecilia Good, City Clerk
To: Mayor and Council
CC: City Administrator Stuart McRae
Date: 10/24/2022

Background:

See the attached letter from the liquor license holder.

Attachments

Spruce Letter for Good Cause Extension
Resolution

Dear City Council Members,

I am writing to you today to discuss good cause for an extension for our retail liquor license for Spruce located at 1 E. Alger and for our bar and grille license for Spruce, DBA The Rawbar, located at 3 E. Alger.

Currently, the Cady building is undergoing a huge renovation/restoration and we are experiencing several ongoing delays. This is from contractors, glass companies, MDU, etc. The plan for completion has again been pushed back to April 2023. This would, in turn, push back our opening date to the public to May 2023.

I appreciate your time and consideration.

Cheers,

Heather Sorenson

**CITY OF SHERIDAN
RESOLUTION 58-22**

A RESOLUTION EXTENDING THE PARKED RETAIL LICENSE #23 BY ONE YEAR.

WHEREAS, Retail License #23, held by Spruce Restaurant LLC, will be parked for one year as of May 2, 2023 per Wyoming Statute 12-4-103(a)(iv), 2023; and

WHEREAS, per Wyoming Statute 12-4-103(a)(iv) and City Ordinance 4-14, a liquor license may be non-operational for an additional one-year period with the approval of the City Governing Body upon the showing by the Licensee of “good cause;” and

WHEREAS; the City of Sheridan has found good cause to allow Retail License #23 held by Spruce Restaurant LLC to be non-operational for one additional year; and

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

1. That the Licensee has demonstrated good cause to allow the license to be parked for an additional one-year period as follows:
 - a. Currently, the Cady building is undergoing a huge renovation/restoration and is experiencing delays from contractors.
 - b. The plan for completion has been pushed back to April 2023. This will push back the opening date to the public to May 2023.
2. That the City Governing Body approves the extension of Retail License #23, held by Spruce Restaurant LLC, parked status.
3. To maintain its Retail License, Spruce Restaurant LLC shall become operational, as defined by Wyoming State Statute, by May 2nd, 2024.

PASSED, APPROVED AND ADOPTED this 7th day of November, 2022.

City of Sheridan

Richard Bridger, Mayor

ATTEST:

Cecilia Good, City Clerk



CITY OF SHERIDAN, WYOMING

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

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

Attorney

MEMORANDUM

Project Discussion of a Parking Lot Agreement for the Bede Property Between City Hall and Verdello - City
Name: Attorney Brendon Kerns
From: Brendon Kerns, City Attorney
To: Mayor and Council
CC:
Date:

Background:

Please see attached memo, lease and exhibit.

Attachments

Memo
Lease
Exhibit A

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: October 20, 2022
To: Mayor and Council
RE: Bede Parking Lot Agreement

Mark and Katherine Bede own the building and parking lot at 21, 23 and 25 Grinnell Plaza, (Verdello Olive Oils & Fine Foods), which is directly west of City Hall. The City employees and the public are using the Bede parking lot. The Bedes have requested an agreement to clarify liability and allowed use.

The lease is an annual lease which will automatically renew. Either party can terminate with a 30-days' notice. No rent is required to be paid for the use provided that the area subject to the lease (see Exhibit A) is included within the City's general liability policy. The City can use the parking lot as is needed unless the use interferes with Verdello's business.

TARVER, KERNS & BUNTING, LLP



Brendon E. Kerns

LEASE FOR USE OF PARKING LOT

THIS Lease for Use of Parking Lot (“Lease”) is entered into and effective the ____ day of _____, 2022 (herein “Effective Date”) by and between MARK A. BEDE and KATHERINE M. BEDE, as Trustees of the BEDE FAMILY REVOCABLE TRUST DATED _____ (herein “Owner”), and the City of Sheridan, Wyoming, a municipal corporation (herein “City”).

WHEREAS, Owner owns certain real property located at 21-23-25 Grinnell Plaza, Sheridan, WY 82801, consisting of both a parking lot and commercial building (the “Property”), which is immediately West of the City’s property located at 55 Grinnell Plaza, Sheridan, WY 82801, also known as City Hall; and

WHEREAS, the City desires to use and access a certain portion of the Property for the purpose of conducting City business.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions exchanged below, the parties agree as follows:

1. **Premises Leased.** Owner grants a lease of certain areas of the Property being approximately 6,750 Sq. ft. as shown in **Exhibit A** (the “Leased Premises”) to the City, subject to the conditions described herein. The parties acknowledge and agree that Exhibit A is a demonstrative exhibit show for a rough estimation of the Leased Premises. The parties agree the property line between the City’s property and the Owner’s property is accurately reflected in the applicable recorded deed. This Lease is not exclusive and shall be subordinate to Owner’s uses of its Property.
2. **Term.** The term of this Lease shall be for one (1) year from the Effective Date and shall renew annually until terminated by the parties. Either party may terminate this Lease upon providing thirty (30) days’ written notice to the other.

Purpose. The parties recognize that the boundary between their respective properties is not evident to users, and accordingly, City employees and general public often traverse or park on the Property. Other identified uses include, the City’s storage of certain items on the Property including but not limited to, a cardboard recycling container, agents of the City access to stored items through the Property, the City’s access to generator and maintenance, the City’s access to side doors and storage areas, the City’s access to stored port-a-pottie and maintenance, the City’s access to the building for maintenance, and City employee temporary parking alongside Town Hall. As such, the parties desire to ensure that proper liability protection and an understanding of responsibilities are adequately memorialized.

In the event the City wants to use the Leased Premises in a manner that exceeds the original purpose of this Lease as stated above, the City must first obtain the written consent of Owner.

3. **Rent.** No rent or lease money shall be paid by the City to Owner. As consideration for

holding this Lease, the parties recognize that the insurance provided by the City and access of use granted by the Owner are sufficient consideration.

4. **Owner Business.** The City's use shall not interfere with any entity utilizing the commercial building that is located on the Property. City employees shall not use any parking space(s) that are designated as reserved for the use of the building or it's occupant(s). However, City employees - may utilize those parking space(s) at times when any business operated by the building's occupant(s) is/are not open.
5. **Cleaning/Maintenance/Repair.** The City is not responsible for any cleaning, maintenance, snow removal or repair to the Leased Premises or the Property. Provided, however, that any negligent use by City employees which causes damage to the Leased Premises shall be repaired by the City at the City's expense.
 - a. Owner shall abide by all City ordinances which may affect the Leased Premises.
 - b. Owner shall not construct any permanent structure or fixture which would impede the City's use of or access to the Leased Premises.
6. **Liability Insurance by Owner; Premium Reimbursement by City.** During the term of this Lease, the City shall provide general liability insurance for injury, death, and damage in an amount not less than \$1,000,000 per occurrence and general aggregate covering the Leased Premises.
7. **No Indemnity/Governmental Immunity.** Each party assumes the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other. Provided, however, that the City shall defend Owner from any claim made by a City employee which may arise from an event occurring while such City employee is performing his/her job duties. The City does not waive governmental immunity by entering into this Lease and specifically retains immunity and all defenses available to it pursuant to Wyo. Stat. § 1-39-104(a) and all other state law.
8. **No Third-Party Beneficiaries.** The parties do not intend to create in any individual or entity the status of third-party beneficiary, and this Lease shall not be construed so as to create such status. The rights, duties, and obligations contained in this Lease shall operate only between the parties hereto and shall inure solely to the benefit of the parties to this Lease. The provisions of this Lease are intended only to assist the parties in determining and performing their obligations hereunder. The parties to this Lease intend and expressly agree that only the parties' signatory to this Lease shall have any legal or equitable right to seek to enforce the terms hereof, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Lease, or to bring an action for the breach of this Lease.
9. **Notices.** All notices to be given with respect to this Lease shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid and return receipt requested, or, by e-mail or personal hand-delivery, to the party to be notified, at the addresses set forth below:

City:

Hanns Mercer, Public Works Director
55 Grinnell Plaza
Sheridan, WY 82801
Phone: 307-675-4200
Email: hamercer@sheridanwy.gov

Owner:

Mark and Kathy Bede, Trustees of the
Bede Family Revocable Trust
109 Decker Road
Sheridan, WY 82801
Phone: 307-751-0965
Email: hli@vcn.com

Every notice, if mailed, shall be deemed to have been given at the time it shall be deposited in the United States mail in the manner prescribed herein. Notice sent by facsimile or via e-mail shall be deemed to have been given at the time sent. Nothing contained herein shall be construed to preclude personal service of any notice.

- 10. Modifications.** Any changes, modifications, revisions or amendments to this Lease which are mutually agreed upon by the parties to this Lease shall be incorporated by written instrument, executed and signed by all parties hereto.
- 11. Assignment.** This Lease shall be binding on all heirs, assigns, or beneficiaries. Owner shall provide notice of this Lease to any new potential buyer of the Property and the buyer shall purchase the Property subject to the Lease while reserving the option of continuing or terminating the Lease upon the time for renewal as specified by this Lease.
- 12. No Waiver.** The failure of the Owner to insist on a strict performance of any of the terms and conditions hereof shall be deemed a waiver of neither the rights or remedies that the Owner may have regarding that specific term or condition, nor of any prior or subsequent breach. If a term in this Lease is determined to be illegal, then the rest of this Lease shall remain in full force and effect and shall be binding upon parties.
- 13. Law and Venue.** The construction, interpretation, and enforcement of this Lease shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Lease and the parties, and the venue shall be the Fourth Judicial District, Sheridan County, Wyoming.

IN WITNESS WHEREOF, the City of Sheridan has caused this Lease to be executed on its behalf by its Mayor, and duly attested by its Clerk, and Owner has executed this Lease with due authority, on the effective date first written above.

THIS LEASE MAY BE SIGNED IN SEPARATE COUNTERPARTS.

CITY OF SHERIDAN:

OWNER: Bede Family Revocable Trust
dated _____

By: _____
Richard Bridger, Mayor

By: _____
Mark A. Bede, Trustee

Attest:

By: _____
Katherine M. Bede, Trustee

Cecilia Good, Clerk

Sheridan County Wyoming MapServer



NORTH
Sheridan County provides this map for illustrative
purposes only and assumes no liability for actions taken
by users based on information shown.
printed 8/4/2022



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: Discussion of Emergency Medical Services - City Attorney Brendon Kerns
From: Brendon Kerns, City Attorney
To: Mayor and Council
CC:
Date:

Discussion:

Please see attached Memo and Resolution.

Attachments

Memo
Resolution 59-22

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: October 20, 2022
To: Mayor and Council
RE: Emergency Medical Services Agreement

Mayor and Council,

In your packets are the following four documents:

- (1) Emergency Medical Services Agreement
- (2) Vehicle and Equipment Lease Agreement
- (3) Temporary Emergency Medical Service Funding MOU Between the City of Sheridan, Sheridan County and Sheridan County Memorial Hospital
- (4) Resolution 59-22

Emergency Medical Services Agreement

The Emergency Medical Services Agreement is between the City, County and Wyoming Regional Emergency Medical Service, LLC ("Wyoming Regional"). Wyoming Regional was chosen by the City and County to provide ambulance services for the County beginning November 19, 2022. This Agreement is the contract for those services.

Wyoming Regional will provide 3) ambulances and corresponding crews available 24 hours per day. If all three ambulances are dispatched, the City's Fire Department will be the 4th ambulance up. Ambulances will be ALS certified and must follow all state requirements.

The Agreement will begin November 19, 2022 and expire on June 30, 2027, and then will renew automatically for additional 2-year terms unless any of the parties provides a 90-day notice to renegotiate or terminate.

The City and County will pay Wyoming Regional the sum of \$24,840.00 per month, which amount is divided between the two entities. The City will pay \$10,000.00 per month until June 30, 2023. Beginning July 1, 2023 and through June 30, 2024, the City will pay \$12,420.00 per

month. Beginning July 1, 2024, a new negotiated service cost will go into effect. The new cost will be based on the financial performance of Wyoming Regional.

The City and Wyoming Regional will be entering into a subcontractor agreement in the future to allow the City's Fire Department ambulance to bill when it is deployed.

Vehicle and Equipment Lease Agreement

The City Fire Department owns an ambulance, radios and defibrillator which will be leased to Wyoming Regional. The terms of the lease mirror the EMS Agreement except that once an item included within the lease wears out, it will not be replaced by the City. When the contract expires or the equipment wears out, the contract will terminate. The cost of the lease is \$10.00 per year for each item. This nominal amount avoids the necessity of adjusting the EMS Agreement's payment from the City. Increasing the rental amount will increase the subsidy amount.

Temporary Emergency Medical Service Funding MOU Between the City of Sheridan, Sheridan County and Sheridan Memorial Hospital

At the end of September, 2022, Rocky Mountain Ambulance informed the City and County that it was unsure whether it would be able to continue to meet the ambulance needs of Sheridan. The City Fire Department Ambulance lacked the staffing to provide a full-time ambulance. The City, County, Sheridan Memorial Hospital ("SMH") and Wyoming Regional met to discuss what steps needed to be taken to ensure continued ambulance service to Sheridan until November 19th when the Wyoming Regional contract would become effective. Wyoming Regional and Cambell County Hospital believed that they could provide the additional crews if the City, County and SMH could assist in the cost of providing the service. Wyoming Regional and Cambell County Hospital stated that they were only looking for sufficient assistance to cover costs which would not be recovered through billing. It was estimated that the cost would be up to \$150,000.00.

The Mayor and City Administrator agreed that they would approach Council to provide up to \$50,000.00 to cover the cost. The MOU is the agreement between the City, County and SMH to cover the cost of service. The County has already approved the MOU.

Resolution 59-22

This Resolution is intended to make approval of the aforementioned documents easier. Approving the resolution authorizes the Mayor to execute each agreement.

TARVER, KERNS & BUNTING, LLP

Brendon E. Kerns

**CITY OF SHERIDAN
RESOLUTION 59-22**

**A RESOLUTION APPROVING EMERGENCY MEDICAL SERVICE AGREEMENTS FOR
AMBULANCE SERVICES**

WHEREAS, the City of Sheridan Governing Body find that emergency ambulance service is a critical service necessary for the health and welfare of its citizens; and

WHEREAS, the City and County believe it is in the best interests of both entities to have one agreement retaining ambulance response services; and

WHEREAS, the City and County approved the issuance of a request for proposals to ascertain potential organizations to provide ambulance response services in Sheridan; and

WHEREAS, the City and County, after review of the responses received from the request for proposals, awarded the ambulance service to Wyoming Regional EMS LLC; and

WHEREAS, the City, County and Wyoming Regional have negotiated the *Emergency Medical Services Agreement, Vehicle and Equipment Lease Agreement* and the *Temporary Emergency Medical Service Funding MOU Between the City of Sheridan, Sheridan County and Sheridan County Memorial Hospital*.

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

The following agreements are hereby approved:

- (1) The Emergency Medical Services Agreement,
- (2) Vehicle and Equipment Lease Agreement
- (3) Temporary Emergency Medical Service Funding MOU Between the City of Sheridan, Sheridan County and Sheridan County Memorial Hospital are hereby approved.

PASSED, APPROVED AND ADOPTED this _____ day of November, 2022.

City of Sheridan

Richard Bridger, Mayor

ATTEST:

Cecilia Good, City Clerk



CITY OF SHERIDAN, WYOMING

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

Attorney

MEMORANDUM

Project Name: Discussion of Emergency Medical Services Contract
From: Brendon Kerns, City Attorney
To: Mayor and Council
CC:
Date:

Discussion:

Please see attached agreements

Attachments

EMS Agreement

EMERGENCY MEDICAL SERVICES AGREEMENT

This Emergency Medical Services Agreement (hereinafter “Agreement”) is entered into by and between the City of Sheridan, a Wyoming municipal corporation (hereinafter “City”), Sheridan County, Wyoming (hereinafter “County”) and Wyoming Regional EMS, LLC, a Wyoming limited liability company, (hereinafter “WYOMING REGIONAL”).

RECITALS

WHEREAS, the City and County, hereinafter jointly known as “Sheridan” desire to ensure the availability of high-quality emergency advanced life support ambulance service to all citizens within Sheridan County, Wyoming; and

WHEREAS, WYOMING REGIONAL desires to render high quality ALS ambulance services and other related services within Sheridan County, Wyoming; and

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

DEFINITIONS AND REFERENCES

“911” - the City operated emergency dispatch system

“*Advanced Life Support Services*” - known herein as “ALS” as defined by the Wyoming Emergency Medical Services Act of 1977.

“*Basic Life Support*” - known herein as “BLS” as defined by the Wyoming Rules and Regulations for Emergency Medical Services.

“*Emergency*” - call requests through the emergency (911) system operated by the City of Sheridan Police Department.

“*Emergent*” - a response to a call in which there is a significant risk to a person’s life, limb or health.

“*Non-Emergent*” – means any call not otherwise classified as Emergent.

“*Emergency Medical Services*” - known herein as “EMS”

“*Health Insurance Portability and Accountability Act*” - known herein as “HIPAA”

“*Office of Emergency Medical Services*” - known herein as “OEMS”

“*Response Time*” - means the total elapsed time from the moment a 911 or seven digit emergency call is communicated to WYOMING REGIONAL until the first responding ambulance arrives at the scene where emergency services are desired.

“*Reflex Time*” - means the elapsed time measured from the moment the City's 911 communication center attempts to contact WYOMING REGIONAL until WYOMING REGIONAL confirms that it received the call and is initiating its response.

“*Service Area*” - the entire Sheridan County, Wyoming.

“*Sheridan*” - when referenced herein is the County and City, jointly.

ARTICLE 1 - DESIGNATIONS

1.1 WYOMING REGIONAL Agreement Manager. The WYOMING REGIONAL Agreement Manager is:

Campbell County Hospital District

Attn: CEO

501 S. Burma Ave.

Gillette, WY 82716

(307) _____

1.2 Sheridan Agreement Manager. Sheridan designates the City Fire Chief to be the Sheridan Agreement Manager. The Sheridan Agreement Manager contact information is:

City of Sheridan Fire Chief

Gary Harnish

151 South Scott Street

Sheridan, Wyoming, 82801

(307) 672-6126

ARTICLE 2 - WYOMING REGIONAL RIGHTS AND OBLIGATIONS

2.1 Emergency Ambulance Services. WYOMING REGIONAL shall provide emergency ground ambulance and ALS services for the Service Area regardless of the financial status of the patient, upon request through the 911 dispatch system or a request for assistance from the Sheridan Fire Department.

2.1.1 Ambulance Standards, Equipment and Supplies. All ambulances shall be ALS certified with the necessary equipment and supplies. Ambulance standards, equipment and supplies shall meet Wyoming Emergency Medical Services Act of 1977, W.S. 33-36-101 et.seq., the Department of Health EMS Rules and Regulations, and any other rules or regulations adopted by the State of Wyoming, which are incorporated herein as if fully set forth.

2.1.1.1 Equipment and Supplies. WYOMING REGIONAL shall supply all ambulances with the necessary supplies and equipment to meet WYOMING REGIONAL's Agreement obligations and provide required ALS and BLS services.

2.1.1.2 Radios. Ambulance radios shall be located in all responding ambulances. Radios shall meet WYOLINK requirements and have the capability to communicate directly with 911 dispatchers, fire units and City ambulance units.

2.1.1.3 Fleet Size. WYOMING REGIONAL shall provide a total of 3 ambulances capable to respond to 3 consecutive emergency calls.

2.1.1.4 Fleet Specifications. At least 2 ambulances in the fleet shall be all-wheel drive capable. All ambulances shall be constructed to transport 2 patients, as well as the 2 WYOMING REGIONAL response staff without exceeding the original equipment manufacturers specified maximum gross vehicle weight while fully equipped and fueled.

2.1.1.5 Maintenance Plan. WYOMING REGIONAL shall keep records demonstrating that each ambulance is being maintained pursuant to the manufacturer's recommended maintenance schedule.

2.1.1.6 Replacement Plan. WYOMING REGIONAL shall establish a proposed ambulance replacement plan which shall be approved by the Sheridan Agreement Manager.

2.1.1.7 Licensing, Insurance and Certifications. No ambulance shall be used unless properly licensed, insured and certified as required by Wyoming Statute and this Agreement.

2.1.2 Availability. Ambulance services shall, without interruption, operate 24 hours per day, 7 days per week and 365 days per year.

2.2 Performance Requirements. WYOMING REGIONAL shall meet or exceed the following requirements:

2.2.1 Response Time. All Response Times are measured in minutes and seconds.

2.2.2 Reflex Times. WYOMING REGIONAL shall adhere to the following reflex time standards: 60 seconds for daytime responses and 120 seconds for nighttime responses, 90% of the time for Priority 1 (emergent) calls; and 240 seconds at all hours, 90% of the time, for Priority 2 (non-emergent) calls.

2.2.3 Response Time Standards. WYOMING REGIONAL shall adhere to the following response time standards:

2.2.3.1 Within the City of Sheridan municipal boundary so long as accurate addressing and/or location of the call are provided by the 911 dispatch center:

- a. Priority 1 (Emergent): 8 Minutes for 90% of calls
- b. Priority 2 (Non-Emergent): 15 Minutes for 90% of calls
- c. 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 and the resources available.

2.2.3.2 Within Sheridan County, excluding City limits of Sheridan:

LOCATION	MEAN RESPONSE TIME (in minutes) (From Base Station to the Scene)
Arvada	62
Banner	16
Bighorn	13
Clearmont	36
Dayton	27
Decker, MT	46
Parkman	22
Ranchester	16
Sheridan Rural Fire District	9.5
Story	20
Wolf	24

2.2.4 Response Staffing. Necessary staffing to comply with OEMS standards.

2.2.5 Variance Request. WYOMING REGIONAL may request a variance when emergent calls are not completed within the response time standards. Variance requests may be for delays caused by any reason including but not limited to inclement weather, construction, road closures, inaccurate dispatch information, multiple simultaneous incidents, mass casualty events. The grant of a variance shall be at the discretion of the Sheridan Agreement Manager; however, the presumption shall be that such request by WYOMING REGIONAL is valid and in good faith absent evidence to the contrary. The grant of a variance shall only be for the requested occurrence and shall not be deemed as an amendment to this Agreement.

2.2.6 WYOMING REGIONAL Personnel. WYOMING REGIONAL shall provide the necessary staff to ensure 3 operational ambulances 24/7, 365 days per year.

2.2.6.1. Personnel Standards. WYOMING REGIONAL shall ensure that a sufficient number of WYOMING REGIONAL staff are trained and certified to be able to respond to all emergency calls as required by ALS standards.

2.2.6.2. Criminal Acts. Any WYOMING REGIONAL staff member who pleads guilty, nolo contendere or is found guilty of committing a criminal act of violence, alcohol, or drug use while on duty for WYOMING REGIONAL, shall be immediately dismissed. Sheridan may request an employee review to be conducted with WYOMING REGIONAL regarding other criminal or professional conduct matters.

2.3 Reporting. WYOMING REGIONAL shall provide the Sheridan Agreement Manager with the following Reports:

- (a) WYOMING REGIONAL shall grant the Sheridan Agreement Manager access to the shift scheduling software;
- (b) Maintenance and service reports described in Article 2.1.1 on a quarterly basis beginning immediately upon the date of this Agreement;
- (c) Monthly performance reports including average response times for all ambulance responses, number of responses and number of transports originating from the City 911 dispatch center described in Article 2.3.1;
- (f) Proof of compliance with all insurance requirements described herein.

2.3.1 Electronic Data System. WYOMING REGIONAL's electronic data system shall be capable of producing the following reports which shall be utilized to measure response time compliance:

- (a) Average response times for all responses within the Service Area;
- (b) Detailed response time reports;
- (c) Response and transport modes- emergent vs. non-emergent responses;
- (d) Any delayed response causes;
- (e) Reasons for multiple ambulance responses to a single call;
- (f) Any instances of mechanical ambulance failures when effecting response, transport or patient care;
- (g) Any instances where no ambulances are available for immediate call response;

(h) Any complaints filed with WYOMING REGIONAL regarding response to calls or patient care.

2.3.2 Patient Care Records. Patient care records shall be completed per the State of Wyoming OEMS standards. All records shall be kept in compliance with the Wyoming Records Retention Schedule. Release of patient care records to any party shall only be done when in compliance with any and all applicable privacy and confidentiality laws.

2.3.2.1 Business Associate. If under HIPAA, WYOMING REGIONAL is a "business associate" it shall appropriately safeguard any protected health information.

2.3.2.2 HIPAA. WYOMING REGIONAL shall abide by all terms and requirements of HIPAA and related Federal and State laws governing patient records.

2.4 Medical Director. WYOMING REGIONAL shall retain a medical director pursuant to Wyoming Statute.

2.5 Quarterly Meeting. The WYOMING REGIONAL Agreement Manager shall meet quarterly with the Sheridan Agreement Manager to discuss any concerns and coordinate strategic needs of both parties. No later than 10 days prior to such meeting, the Sheridan Agreement Manager shall provide notice of the meeting's date and time and provide a detailed meeting agenda to the WYOMING REGIONAL Agreement Manager. The WYOMING REGIONAL Agreement Manager will either confirm such date and time or propose a new date and time for such meeting. The parties shall coordinate in good faith until an acceptable date and time for such meeting is agreed upon. Otherwise, all reports and coordination of collection described below shall be submitted through email and discussed via phone call as needed by the parties.

2.6 WYOMING REGIONAL Permits and Licenses. WYOMING REGIONAL shall be solely responsible for obtaining and holding all required federal, state and local licenses and permits required to perform the duties under this Agreement for itself and its staff. WYOMING REGIONAL shall ensure that all necessary renewals are made on time. WYOMING REGIONAL shall provide certificates of good standing or other similar documentation verifying compliance within a reasonable time period upon request.

ARTICLE 3 – CITY AND COUNTY RIGHTS AND OBLIGATIONS

3.1 Payment. WYOMING REGIONAL shall receive monthly payments in the amounts, as described below.

3.1.1 City Payment. WYOMING REGIONAL shall submit monthly invoices to the City in the amounts described below:

a. For Fiscal Year 23, ending June 30, 2023, the City shall be invoiced \$10,000 per month. Except, the first month of service shall be prorated from the date of service until the end of the month.

b. For Fiscal Year 24, ending June 30, 2024, the City shall be invoiced \$12,420 per month until such time that the Second Year Adjustment described in Article 3.1.4 occurs.

.

3.1.2 County Payment. WYOMING REGIONAL shall submit monthly invoices to the County in the amounts described below:

a. For Fiscal Year 23, ending June 30, 2023, the County shall be invoiced \$13,000 per month. Except, the first month of service shall be prorated from the date of service until the end of the month.

b. For Fiscal Year 24, ending June 30, 2024, the County shall be invoiced \$12,420 per month until such time that the Second Year Adjustment described in Article 3.1.4 occurs.

3.1.3 Equipment Lease. The City and County have identified certain equipment and vehicles which may be leased to WYOMING REGIONAL. Such agreements shall be negotiated by the parties separately.

3.1.4 Second Year Adjustment. The payment for FY 25 shall be renegotiated based on financial performance of WYOMING REGIONAL.

3.1.5 Invoices. Invoices shall be submitted to the following entities respectively:

City of Sheridan
Fire Chief Gary Harnish
151 S. Scott St.
Sheridan, WY 82801

Sheridan County
Board of County Commissioners
224 S. Main St.
Sheridan, WY 82801

3.1.5.1 WYOMING REGIONAL shall submit monthly invoices at the end of each month for services rendered. City and Count shall pay their respective invoices within 45 days after receipt. City and County shall deduct any incurred or outstanding penalties described in Article 8.3.5 from each monthly payment.

3.2 9-1-1 System. City shall operate and maintain a 911 emergency response system utilizing ProQA for priority dispatching of EMS requests for service.

3.3 City Ambulance. The City shall provide (1) ALS certified ambulance and the necessary staff. The ambulance and crew shall be trained and equipped to be able to respond to the fourth call to the 911 system when the (3) WYOMING REGIONAL ambulances are dedicated to 911 calls.

3.4. Inspections and Audits. The Sheridan Agreement Manager or designee shall have the right to inspect or audit, with reasonable notice, the operations of WYOMING REGIONAL, the WYOMING REGIONAL facility, WYOMING REGIONAL equipment and supplies and WYOMING REGIONAL records. Such inspection shall occur, if at all, no more frequently than quarterly, and shall not extend to any financial records or any performance of which inspection would constitute a HIPAA violation.

3.4.1 Notice of Inspection or Audit. The Sheridan Agreement Manager shall notify WYOMING REGIONAL (5) days before any inspection or audit occurs. Notice shall be in writing and delivered as allowed in Article 10.8. The notice shall provide the date, time and purpose of the inspection. Inspections shall only occur, unless otherwise agreed by WYOMING REGIONAL, Monday through Friday between 8:00 a.m. and 5:00 p.m.

3.4.2 Sheridan Inspection. Sheridan shall be responsible for damage to any equipment or supplies which occurs during an inspection or audit. Sheridan shall not unreasonably interfere with WYOMING REGIONAL's ability to conduct business, remove any equipment, supplies or records (tangible or intangible) from the WYOMING REGIONAL premise without WYOMING REGIONAL's written approval.

ARTICLE 4 - TERM

4.1 Term. This Agreement shall be for a term beginning November 19, 2022 and expiring June 30, 2027. It shall automatically renew for additional 2-year periods until either party provides notice 90 days prior to the term expiration of its intent to renegotiate or terminate this Agreement. A notice of intent to renegotiate shall not terminate this Agreement. The parties shall operate under the terms described herein until a new Agreement has been negotiated or this Agreement is terminated.

ARTICLE 5 - DECLARED EMERGENCIES

5.1 Declared Emergency. In the event of the Governor of the State of Wyoming or a FEMA declared emergency in which ambulance service is required, WYOMING REGIONAL shall make all ambulances, crews, equipment and supplies available to the County Emergency Response Coordinator for use and deployment. In such an event, performance standards shall be waived until such allocated resources are returned to WYOMING REGIONAL.

ARTICLE 6 - INSURANCE AND INDEMNIFICATION

6.1 Insurance. WYOMING REGIONAL shall maintain insurance coverage in amounts and with terms accepted as required by Wyoming Statute and Wyoming EOMS. Insurance amounts and conditions must meet the following criteria:

6.1.1 Commercial General Liability Insurance. WYOMING REGIONAL shall obtain and maintain continuously in effect at all times during the term of this Agreement and all renewals, at WYOMING REGIONAL's sole expense, comprehensive general liability insurance of not less than the sum of One Million dollars (\$1,000,000.00) for any claimant for each claim arising out of a single transaction or occurrence, or the sum of Two Million dollars (\$2,000,000.00) for all claims of all claimants arising out of a single transaction or occurrence protecting WYOMING REGIONAL, and the City and County against any and all liability from WYOMING REGIONAL's actions under this Agreement. Said insurance shall name the City and County as an additional insured. Lessee shall provide that the insurance company or companies immediately send the Sheridan Agreement Manager a Certificate of Insurance evidencing the requisite coverage and all renewal and cancellation notices. Said insurance policies shall provide for a minimum of (10) business days' notice to the Sheridan Agreement Manager in the event of cancellation, nonrenewal, or a material change in the terms thereof.

6.1.2 Automobile Insurance. For those ambulances owned and maintained by CCH-EMS as a subcontractor, CCH-EMS shall maintain business automobile insurance to the governmental claims act limits. WYOMING REGIONAL shall obtain and maintain a general liability umbrella covering its activities with the following limits: a minimum of \$2,000,000.00 for each accident and \$2,000,000 aggregate on WYOMING REGIONAL owned, leased, hired, or assigned vehicles used in the performance of WYOMING REGIONAL work and services under this Agreement. This requirement shall apply to any ambulance leased from the City or County.

6.1.3 Property Damage. WYOMING REGIONAL shall obtain and maintain Property Liability Coverage in the amount of \$100,000 for property damage claims arising out of any 1 transaction or occurrence

6.1.5 Worker's Compensation. WYOMING REGIONAL shall maintain Workers Compensation Insurance to cover obligations imposed by federal and state statutes.

6.1.6 Evidence of Insurance and Requirements. WYOMING REGIONAL shall provide proof of insurance to the Sheridan Agreement Manager, in the amounts listed above, by July 1st of each fiscal year which demonstrate compliance with Article 6 of this Agreement and showing the City and County as additional insured.

6.1.7 Sheridan and Cambell County Hospitals. Notwithstanding any other provisions of this agreement, Wyoming Regional EMS, LLC's liability hereunder shall not exceed insurance coverage described in Section 6.1 and the limits described under the Wyoming Governmental Claims Act.

6.2 Indemnification

To the fullest extent permitted by law and covered by insurance, WYOMING REGIONAL, and its subcontractors, shall defend, indemnify and hold harmless the City and County, including but not limited to its agents and employees, from all actions, proceedings,

claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by an action or failure to act of WYOMING REGIONAL, its officers, employees, subcontractors or agents. In the event that any action, suit or proceeding related to the services performed by WYOMING REGIONAL or any officer, agent, employee, subcontractor or agent under this Agreement is brought against WYOMING REGIONAL, officer, employee, subcontractor or agent, WYOMING REGIONAL shall notify the Sheridan Agreement Manager with a copy of the complaint. This indemnity provision shall not be construed in any way to limit the scope, magnitude and applicability of the insurance provisions in Article 6.1.

ARTICLE 7 – RATES AND CHARGES

7.1 WYOMING REGIONAL Rates and Charges. Wyoming Regional or its agent shall bill patients in accordance with the rates set forth in **Exhibit _____**. Wyoming Regional shall provide the Sheridan Agreement Manager with notice of any rate changes immediately upon implementation.

7.2 City Fire Department Ambulance Response. The City and WYOMING REGIONAL intend to enter into a separate agreement which shall allow for the City Fire Department to collect for services rendered when their ambulance is called upon to respond to emergency. Such agreement shall be negotiated between WYOMING REGIONAL and the City separately.

ARTICLE 8 – BREACHES, REMEDIES AND DAMAGES

8.1 Minor Breach. Sheridan or WYOMING REGIONAL may declare a minor breach of this Agreement in the following circumstances:

- (a) Any breach of this Agreement which does not constitute a material breach.

8.2 Material Breach.

8.2.1 Material Breach by WYOMING REGIONAL. Subject to Section 8.3 below, Sheridan may declare a Material Breach of this Agreement in any of the following circumstances:

- (a) Failure of WYOMING REGIONAL to maintain ALS certification or to remain in substantial compliance with requirements of applicable federal and state laws, rules and regulations; or

- (b) Intentionally, knowingly or upon the finding of an established pattern of supplying false or misleading reports, data or in or supplying reports, data or Performance so incomplete to effectively mislead the Sheridan; or

(c) Any violation of federal, state or local law by an owner of WYOMING REGIONAL which involves the use or possession of illegal drugs or alcohol or a crime alleging fraud, embezzlement, theft or other financial related offense; or

(d) Failure of WYOMING REGIONAL to maintain insurance in accordance with this Agreement.

8.2.2 Material Breach by Sheridan. Subject to Section 8.3 below, WYOMING REGIONAL may declare a Material Breach of this Agreement for a failure of Sheridan to pay any amount due to WYOMING REGIONAL within the time frame stated herein.

8.2.3 Change of Law. The adoption of any municipal ordinance, county resolution, State Statute or similar action by the City, County or State which materially expands or reduces requirements for WYOMING REGIONAL's performance of obligations or materially alters any payment to or cost incurred by WYOMING REGIONAL hereunder.

8.3 Remedies for Material or Minor Breach.

8.3.1 Remedies for Minor Breach. In the event of a minor breach by any party, the non-breaching party shall give the breaching party written notice setting forth with reasonable specificity the minor breach. The breaching party shall have 5 days from the date of receipt of the notice to provide the non-breaching party with a written Plan to Remedy the minor breach. The Plan to Remedy shall include the date in which the minor breach shall be resolved. The non-breaching party shall have 5 days from the date of receipt of the Plan to Remedy to approve, deny or request changes. Failure to remedy the minor breach within the time described in the Plan to Remedy shall be deemed a material breach.

8.3.2 Objection to Minor Breach. Should the breaching party object to the non-breaching party's determination that a minor breach occurred, the breaching party shall have 5 days from the date of receipt of the notice of minor breach to inform the non-breaching party in writing of the breaching party's objection and basis for the objection. The non-breaching party shall have 5 days from receipt of the objection to withdraw or reassert the declaration of a minor breach. If the parties cannot reach a resolution to the minor breach or the appropriate Plan to Remedy, either party may request the matter be submitted to arbitration for resolution.

8.3.2.1 Prohibition of Legal Action. Both parties are prohibited from disputing any findings regarding a minor breach through litigation or court review. The Arbitrator's decision shall not be appealable or reviewable; provided, the issue that gave rise to the claim of a minor breach may be used in any future declaration of a material breach or court proceeding.

8.3.3 Remedies of Material Breach. In the event of a material breach by any party, any non-breaching party shall give the breaching party written notice setting forth with reasonable specificity the material breach. The breaching party shall have 5 days from the date of receipt of

the notice to provide the non-breaching party a written Plan to Remedy the material breach. The Plan to Remedy shall include the date on which the material breach shall be resolved. The non-breaching party shall have 5 days from the date of receipt of the Plan to Remedy to approve, deny or request changes to the plan. A denial of the Plan to Remedy shall act as a termination of this Agreement per the terms described in Article 9.1.

8.3.4 Objections to Material Breach. Should the breaching party object to the non-breaching party's determination that a material breach occurred, the breaching party shall have 5 days from the date of receipt of the notice of material breach to inform the non-breaching party in writing of the breaching party's objection and basis for the objection. The non-breaching party shall have 5 days from receipt of the objection to withdraw or reassert the declaration of a material breach. If the parties cannot reach a resolution to the material breach or the appropriate Plan to Remedy, either party may request the matter be submitted to arbitration for resolution, such arbitrator's decision being subject to litigation or court review.

8.3.5 Performance Penalty. The following penalties shall be assessed by Sheridan without the requirement of declaring a minor or material breach of the Agreement. Sheridan shall provide notice to WYOMING REGIONAL within 5 days of Sheridan discovering the performance violation. Should WYOMING REGIONAL not object to the performance violation, Sheridan shall assess the penalty and deduct the penalty from the quarterly payment described in Article 3.1.

8.3.5.1 Performance Penalty Objection. Should WYOMING REGIONAL object to Sheridan's determination that a performance violation occurred, WYOMING REGIONAL shall have 5 days from the date of receipt of the notice of a performance violation to inform the Sheridan Agreement Manager in writing of WYOMING REGIONAL's objection and basis for the objection. Sheridan shall have 5 days from receipt of the objection to withdraw or reassert the declaration of a performance violation. If the parties cannot reach a resolution, either party may request the matter be submitted to arbitration for resolution.

8.3.5.2 Performance Penalties:

- i. Subject to the exceptions set forth herein, \$100.00 per minute for any emergency response within the City municipal boundary 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 within (30) days.
- iii. \$250.00 for not having required equipment on each ALS Ambulance as required by State EMS.
- iv. \$500.00 for use of an ambulance that is illegal or that compromises the intended use of the ambulance or reflects adversely on the City or WYOMING REGIONAL.

- v. Subject to force majeure occurrences, \$250.00 for not responding to a Priority 1 (emergent) 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. (Priority 2 calls are exempt from this penalty).
- vi. \$500.00 for leaving the scene of an incident when assisting the City without prior authorization from Incident Command of that scene.
- vii. \$500.00 for failure to notify the Sheridan Fire Department of being next up.
- viii. \$3,000.00 for each time the Sheridan Fire Department deploys its ambulance when WYOMING REGIONAL is not able to provide 3 ambulances for 911 calls as required by this Agreement.

8.3.6 Arbitration. Arbitration as referenced by this Agreement shall be binding on the parties and conducted in accordance with the following terms:

- (a) Each party shall submit to the other its proposed arbitrator within 5 days after arbitration is requested.
- (b) The two arbitrators shall designate a third person to be the third arbitrator.
- (c) The arbitrators shall issue a scheduling order and require necessary disclosures.
- (d) The decision of the arbitrators shall be final, binding and conclusive. Neither party shall have the right to appeal the decision.
- (e) Arbitration shall not be available -for failure to renew this Agreement.

ARTICLE 9 - TERMINATION

9.1 Causes of Termination. This Agreement may be terminated by:

- (a) Mutual Agreement of the Parties;
- (b) Material breach of this Agreement, terminable by any non-breaching party;
- (c) Bankruptcy or dissolution of WYOMING REGIONAL;
- (d) Failure to renew the term per Article 4;
- (e) Changes in federal, state or local law adversely affecting any party, provided that the terminating party has made a good faith attempt to negotiate a reasonable, in such terminating party's sole discretion, revision to the agreement;
- (e) Order of a Court.

9.1.1 Right of Termination. Any party hereto may terminate this Agreement without cause. Notice of termination must be given 6 months prior, except as provided in Article 4.1. Notice shall be given in accordance with Article 10.8.

ARTICLE 10 - GENERAL TERMS

10.1 Assignment. WYOMING REGIONAL shall not assign or transfer any portion of this Agreement to any other party without first obtaining written consent from Sheridan. Sheridan shall not unreasonably withhold its approval for a requested assignment or transfer. Any assignee or transferee must be financially secure, meet all federal, state and local requirements for emergency ambulance services, and have demonstrable experience in the field of medical emergency responses.

10.1.1 **CCH-EMS.** CCH-EMS is an authorized subcontractor for WYOMING REGIONAL. Any subcontractor, shall be bound by the terms and conditions of this Agreement. WYOMING REGIONAL warrants that it has delivered a copy of this Agreement, and all supporting information to CCH-EMS. Within 5 days of entering into this Agreement, WYOMING REGIONAL shall have CCH-EMS execute an acknowledgment and assent to abide by all terms and conditions of this Agreement as subcontractor.

10.2 Compliance with Laws and Regulations. Both parties shall ensure that their ambulances, staff, services and obligations described herein are in compliance with all applicable federal, state and local laws, rules and regulations. Each party shall be solely responsible for ensuring it is familiar with all applicable federal, state and local laws, rules and regulations. Compliance shall include all OSHA, Wyoming Department of Health, Wyoming Department of Labor, or any Federal Agency rules and regulations governing COVID-19.

10.2.1 **Federal or State Law, Rule or Regulation Changes.** Should the Federal or State laws, rules or regulations be amended or adopted which creates an adverse or material financial impact on either party, this Agreement may be renegotiated. The Parties agree to negotiate in good faith a revision to this Agreement, subject to Section 9.1 above.

10.2.2 **Venue and Jurisdiction.** Any legal action between the parties shall be filed in the Fourth Judicial District for the State of Wyoming.

10.2.3 **Governing Law.** This Agreement shall be governed by the laws of Wyoming.

10.3 Force Majeure. Neither party shall be liable for failure to perform under this Agreement if:

- (a) the failure to perform was caused by an impediment beyond its reasonable control; and
- (b) that the impediment could not reasonably have been avoided or overcome.

(c) Such examples could include but are not limited to acts of God, acts of nature, acts of terrorism, government orders, epidemics or quarantine restrictions. The party to invoke this clause may not do so unless it has given notice to the other party no later than 21 business days following its awareness of the force majeure event and provided a report of the actions taken to address the impediment.

10.4 Severability. Should any portion of this Agreement be determined by a court to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, so long as such does not adversely affect any party in a material manner.

10.5 Entire Agreement. This Agreement represents the entire Agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral. In the event of a conflict or inconsistency between the language in this Agreement and the language of any attachment or incorporated documents, the language of this Agreement shall control

10.6 Non-Waiver. Any waiver by the City, County or WYOMING REGIONAL of any breach of any covenant herein to be kept and performed shall not be deemed as a continuing waiver and shall not operate to prevent the City, County or WYOMING REGIONAL from declaring a forfeiture for any succeeding breach, either of the same or other covenant.

10.7 Modification. No modification of the terms of this Agreement shall be effective unless such modification is in writing and signed and dated by the parties.

10.8 Notices. All notices shall be in writing and delivered either by first class mail with postage prepaid, in person, or by email. Notice shall be deemed delivered up being received. Notices may be delivered to:

SHERIDAN:

Sheridan Agreement Manager
City of Sheridan Fire Chief
151 S. Scott Street

WYOMING REGIONAL:

WYOMING REGIONAL Agreement Manager
501 S. Burma Ave.
Gillette, WY, 82716Sheridan, WY 82801

10.10 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. The City and County specifically retain all immunities and defenses available to them as governmental entities pursuant to W.S. § 1-39-101, et seq and other applicable law.

10.11 No Third-Party Beneficiary. This Agreement is for the benefit of the parties hereto and is not intended for the benefit of any third party and shall not be construed as such.

10.12 Independence of this Agreement WYOMING REGIONAL 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. No WYOMING REGIONAL agent, subcontractor or employee shall be held or construed to be an employee of the City or County.

10.13 Agreement of 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.

10.14 Counterparts. This Agreement may be executed in counterpart. Each counterpart, after execution by both parties, shall be deemed an original.

Dated this _____ day of _____, 2022.

Wyoming Regional EMS, LLC

Dated this _____ day of _____, 2022.

City of Sheridan Mayor, Richard Bridger

Attest: Cecilia Good, City Clerk

Dated this _____ day of _____, 2022.

Sheridan County, _____

Attest: Eda Thompson, County Clerk

Exhibit 1 - Rates

SEMS BLS BASE RATE EMERGENCY CNH \$1329.00
SEMS ADV LIFE SUPPORT LEVEL 2 CNH \$2389.50
SEMS ONE HALF ALS1 BASE CNH \$1015.00
SEMS ONE HALF BLS BASE RATE CNH \$665.00
SEMS Non-Emergency Transfer CNH \$373.50
SEMS Return Patient Transfer CNH \$182.50
SEMS CRITICAL CARE TRANSPORT CNH \$2755.00
SEMS ALS1 BASE RATE EMERGENCY CNH \$2028.50
SEMS ALS SCENE TREAT/NO TRANSP CNH \$595.00
SEMS CASIR & IMDEV INF MON HM CNH \$1554.00
SEMS BAMLAN/ETSEVI INJ HOME CNH \$1554.00
SEMS MCARE SCENE DEATH NOTRNSP CNH \$2389.50
SEMS AMBULANCE PER MILE CNH \$3.31
SEMS ALS1 BASE RATE CNH \$1220.00
SEMS HOME VISIT NOS CNH \$160.00
SEMS BLS BASE RATE NON EMERGEN CNH \$782.50
SEMS ALS - Mileage per mile CNH \$6.00



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: Discussion of EMS Vehicle and Equipment Lease Agreement
From: Brendon Kerns, City Attorney
To: Mayor and Council
CC:
Date:

Discussion:

See attached agreements



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: Discussion of Temporary Emergency Medical Services Funding MOU
From: Brendon Kerns, City Attorney
To: Mayor and Council
CC:
Date:

Discussion:

Please see attached agreement.

Attachments

Agreement

**TEMPORARY EMERGENCY SERVICE FUNDING MOU BETWEEN THE CITY OF
SHERIDAN, SHERIDAN COUNTY AND SHERIDAN COUNTY MEMORIAL
HOSPITAL**

This Memorandum of Understanding (“MOU”) is made between the City of Sheridan (“City”), Sheridan County (“County”) and Sheridan County Memorial Hospital (“Hospital”) regarding the temporary funding for ambulance services in Sheridan County.

WHEREAS, the City of Sheridan and Sheridan County selected Wyoming Regional EMS, LLC, (“Wyoming Regional”) to provide emergency ambulance response services beginning November 19, 2022; and

WHEREAS, between the time of the award and November 19, 2022, Rocky Mountain Ambulance has had a loss of personnel which has affected its ambulance response service; and

WHEREAS, Campbell County Hospital-EMS (“CCH-EMS”) agreed to provide additional support and services as needed before November 19, 2022 for the sum of \$150,000; and

WHEREAS, the City, County and Hospital agreed that the assistance from CCH-EMS was necessary and agreed to equally share the \$150,000.

NOW, THEREFORE, BE IT RESOLVED:

1. CCH-EMS has provided the necessary support and services required to provide additional emergency ambulance response when Rocky Mountain Ambulance was out of resources.
2. The City, County and Hospital, each agree to pay to CCH-EMS up to \$50,000, (totaling no more than \$150,000) for the services rendered.
3. The City, County and Hospital shall each be responsible for payment of their own obligation. None of the parties shall be responsible to any other for the collection or payment required herein.
4. This MOU, and the payment described herein, shall be deemed satisfied and complete upon remittance of funds to CCH-EMS. Any charges or costs incurred for Wyoming Regional emergency ambulance service shall be subject to the Emergency Medical Services Agreement effective on or about November 19, 2022.

DATED this _____ day of _____, 2022.

CITY OF SHERIDAN

SHERIDAN COUNTY

Richard Bridger, Mayor

Dated: _____

ATTEST:

Lonnie Wright, Chairman

Dated: _____

ATTEST:

Cecilia Good
City of Sheridan Clerk

Dated: _____

Eda Schunk Thompson
Sheridan County Clerk

Dated: _____

SHERIDAN MEMORIAL HOSPITAL

_____, _____

Dated: _____



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 Discussion of Resolution #60-22 Establishing the Sheridan County Attainable Housing Council -
Name: City Attorney Brendon Kerns
From: Brendon Kerns, City Attorney
To: Mayor and Council
CC:
Date:

Discussion:

Please see attached Memo and draft agreements.

Attachments

SCAHC Establishment Agreement
Funding MOU
SCAHC Resolution
HLT Memo

SHERIDAN COUNTY ATTAINABLE HOUSING COUNCIL

The **SHERIDAN COUNTY HOUSING COUNCIL ESTABLISHMENT AGREEMENT** (hereinafter “Agreement”) is made and entered into by and between the CITY OF SHERIDAN, WYOMING, (hereinafter referred to as “City”), SHERIDAN COUNTY, WYOMING, (hereinafter referred to as “County”) and HABITAT FOR HUMANITY OF THE EASTERN BIGHORNS, (hereinafter referred to as “Habitat”).

RECITALS

- A. A Housing Land Trust is a method of addressing attainable housing. Typically, a housing land trust is a non-profit corporation which is not operated by the local government.
- B. Among other options and activities, a Housing Land Trust may own and operate rentals or own real property while people own the homes. Home buyers must meet income qualifications and the home has an inflation resale limit which ensures the home remains attainable.
- C. Sheridan County does not have a housing land trust and thus a trust has to be established to be used as a method of addressing attainable housing. Habitat has decided to create a housing land trust within its operation.
- D. The City and County have identified ARPA funds to assist in the establishment of a housing land trust.
- E. The City, County and Habitat desire to create a Council made up of community members to provide oversight, recommendations, review and approve ARPA funds for attainable housing projects. All ARPA funded attainable housing projects will be set over to and managed by the Habitat Housing Land Trust.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements of the parties hereinafter stated, to be kept and maintained by them, it is hereby agreed as follows:

AGREEMENT

1. **Effective Date and Term of Agreement.** This Agreement shall become effective on November 7, 2022, and remain in effect until one year after all ARPA funds have been expended or December 30, 2027, whichever is earliest.

2. **Establishment of the Sheridan County Attainable Housing Council.** The County, City and Habitat jointly establish the Sheridan County Attainable Housing Council, (hereinafter known as “SCAHC”).

a. **HLT Councilor.** The SCAHC shall comprise of 7 councilors with staggered terms. The County and City will each appoint 2 councilors and Habitat shall appoint 3 councilors. Councilors shall be individuals with knowledge and interest in attainable housing, land planning, construction, title review or financing. No members shall be Habitat Board Members.

b. **Councilor Terms.** Each term shall be 3 years, excepting the initial terms. No councilor may serve more than 2 consecutive terms unless SCAHC approves, by 2/3 vote, an extension of 1 additional year. Terms shall begin on November 1st.

i. The initial terms shall be staggered as follows:

1. City 1 appointment – 4 year
2. City 1 appointment – 3 year
3. County 1 appointment – 2 year
4. County 1 appointment – 3 year
5. Habitat 1 appointment – 4 year
6. Habitat 1 appointment – 2 year
7. Habitat 1 appointment – 3 year

c. **Vacancy.** A vacancy shall occur upon the expiration of a term, resignation of a councilor or as set forth below:

i. Any councilor who fails to be present for 2 consecutive meetings without cause approved by the SCAHC Chair, may be removed by SCAHC with a 2/3 vote of the sitting councilors; or

ii. SCAHC may remove a councilor with a 2/3 vote of the sitting councilors upon a councilor committing a felony; or

iii. The commission of conduct which is deemed unprofessional or harmful to SCAHC by a ¾ vote of the sitting councilors.

d. **Effect of Vacancy.** Upon a vacancy being declared by SCAHC, the appointing participating entity shall fill the vacancy. The newly appointed councilor shall complete the term of the vacant position.

e. **Conflict of Interest.** Councilors shall be subject to the Wyoming Ethics and Disclosure Act. See W.S. 9-13-101 et. seq. It is recognized by the parties that the intent of this Council is to establish attainable housing projects for the Habitat Housing Trust.

3. **SCAHC Responsibilities.** SCAHC shall provide oversight, recommendations, review and funding approval for projects utilizing ARPA funds. Specifically, SCAHC shall exercise the following duties:
 - a. Recommend ARPA funded projects which will be beneficial for a housing land trust; and
 - b. Approve the financing of projects from available funds subject to a financing agreement; and
 - c. Provide the necessary oversight to ensure that public funds are used appropriately and the goals of the member entities are accomplished; and
 - d. Identify grants and funding opportunities; and
 - e. Any funded project must be in compliance with Wyoming law.
4. **Meetings.**
 - a. **Quorum.** A quorum shall constitute a majority of councilors provided that each participating entity has 1 councilor present. Presence at a meeting may be in person, phone, video or other means which allows all members to hear and converse with all other parties simultaneously. A proxy vote is not allowed.
 - b. **Voting.** Each councilor shall have 1 vote.
 - c. **Minutes and Records.** The SCAHC Secretary shall keep a complete record of all business conducted at any meeting. All actions shall be reflected in the minutes and held at the City.
 - d. **Date, Time, and Location.** SCAHC shall hold, at minimum, quarterly meetings on a date and time determined by the SCAHC Chair or as determined by SCAHC. Notice of said meeting shall be given to all councilors and any other party requesting notification.
 - i. In the event a meeting is rescheduled, waived or modified, notice of changes shall be given to all councilors and any other requesting party.
 - ii. Meetings shall be held at locations as designated by SCAHC.
 - e. **Public Meetings and Records.** SCAHC is not subject to Wyoming open meeting laws. However, the parties agree that all SCAHC meetings shall be open to the public except for executive sessions which may be held as allowed by Wyoming Statute § 16-4-405.

5. **Officers.**

- a. **Positions and Election.** SCAHC shall have a Chair, a Vice-Chair, Secretary and such other officers as determined by SCAHC Council. The Chair, Vice-Chair and Secretary shall be selected by SCAHC from its councilors. The Officer terms shall be for one year. Elections shall be held at the initial meeting and then on the first meeting of the first quarter of each year.
- b. **Chair.** The Chair shall preside over the meetings, set the agenda, set meeting dates, times and locations, and perform other duties as is typical of a chairperson.
- c. **Vice-Chair.** The Vice-Chair shall fill in for the Chair upon a vacancy of the Chair position, request of the Chair, or unavailability of the Chairperson.
- d. **Secretary.** The Secretary shall provide notice of an agenda to requesting parties, take minutes of each meeting, and submit the minutes to the City Council Clerk.
- e. **Other Officer Positions.** The roles and responsibilities of any other officers shall be established by SCAHC.

6. **Additional Parties.** Additional parties to this Agreement may be added at any time upon unanimous approval of the participating entities.

7. **Financial Matters.**

- a. An attainable housing fund shall be established and held by the County until transferred to an approved developer.
- b. The approval of a project and subsequent transfer of funds shall require a majority vote of the seated councilors. The County shall distribute funds upon receiving notice of SCAHC's approval. No approval from the County or City Governing Bodies shall be required.
- c. Councilors shall not be compensated for their services except for expenses paid by a councilor on behalf of SCAHC. All expenses must be pre-approved by SCAHC Chair to be eligible for reimbursement.
- d. SCAHC may retain professionals for services necessary to conduct business.
- e. Each participating entity may use their staff and resources for the benefit of SCAHC. Unless otherwise agreed in writing, the use of staff and resources of the participating entity shall not be compensated by SCAHC.

8. **Termination.** Unless otherwise agreed by the participating entities, upon termination of this Agreement, all funds or property provided by the City and County, shall be returned to the respective entity. Should Habitat cease to administer the Housing Land

Trust, all Housing Land Trust real property shall be deeded to the City and County as tenants in common with equal ownership interests.

a. Disassociation.

- i. This Agreement shall not terminate upon the disassociation of any single participating entity. Provided, a disassociation shall require the remaining participating parties to amend this Agreement to continue to conduct business.
- ii. A disassociating entity shall not be entitled to withdraw any funding or capital contributed to SCAHC without the unanimous approval of the remaining participating entities to this Agreement.
- iii. An entity shall be required to disassociate in the event of bankruptcy or, if a private entity, dissolution of the corporation.

b. Dissolution.

- i. SCAHC shall begin dissolution and the winding up of business if approved by a majority of the participating entities. Upon the completion of winding up of business, this Agreement shall be deemed terminated.

9. Miscellaneous.

- a. Amendments. This Agreement may not be amended, waived or repealed except upon approval of the participating entities.
- b. Severability. The terms of this Agreement are severable and if any portion is determined to be invalid by a court of competent jurisdiction, such invalidity shall be limited to such portion and shall not affect the remaining portions of this Agreement.
- c. Governing of Law. This Agreement shall be subject to Wyoming Law. Any matter which results in legal action shall be filed in the Wyoming Fourth Judicial District.
- d. Entire Agreement/Amendment. This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written, excepting The SCAHC Memorandum of Understanding approved simultaneously with this Agreement.
- e. Waiver. Failure of either party to insist upon the strict performance of any provision or to exercise any option hereunder shall not be deemed a waiver of such breach. No provision of this Agreement shall be deemed to have been waived unless such waiver is in writing and signed by the parties waiving such right.

f. Execution. The Agreement may be approved in counterpart.

This agreement is hereby adopted by the participating parties and deemed effective on November 7, 2022.

CITY OF SHERIDAN

By: _____
Mayor Richard Bridger

Attest: City of Sheridan Clerk, Cecilia Good

COUNTY OF SHERIDAN
BOARD OF COUNTY COMMISSIONERS

By: _____
Chairman _____

Attest: Sheridan County Clerk, Eda Thompson

HABITAT FOR HUMANITY OF THE EASTERN BIGHORNS

By: _____

SHERIDAN COUNTY ATTAINABLE HOUSING COUNCIL FUNDING MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made between the City of Sheridan (“City”), Sheridan County (“County”) and Habitat for Humanity of the Eastern Bighorns, a Wyoming nonprofit (“Habitat”) regarding the use of public funds for attainable housing to be administered through a Housing Land Trust.

WHEREAS, the City, County and Habitat have entered into the Sheridan County Attainable Housing Council, (“SCAHC”) Agreement for the purpose reviewing and approving ARPA fund for designated attainable housing projects; and

WHEREAS, the attainable housing projects shall be set over the Habitat’s Housing Land Trust for management and administration; and

WHEREAS, this MOU is intended to memorialize the parties’ agreement regarding the use of City and County ARPA funds.

NOW, THEREFORE, BE IT RESOLVED:

1. **City and County Contribution.** City and County are each allocating One Million Five Hundred Thousand Dollars and NO/100 (\$1,500,000.00) of ARPA funds to be used for attainable housing and the establishment of a Housing Land Trust. The allocated funds shall be held in a Sheridan County designated fund and released only upon approval of a majority of the members of SCAHC.
 - a. **ARPA Funds.** The initial contribution from the City and County are ARPA funds which require encumbrance by December 31st, 2024 and spent by December 31st, 2026. Funds which have not been encumbered by a written funding agreement for a Housing Land Trust project by July 1st, 2024 shall be returned to the City and County.
2. **Distribution of Funds.** Funds shall be distributed to Habitat or other developer for attainable housing projects subject to the following requirements:
 - a. Each proposed project shall be approved by SCAHC. All SCAHC approved projects shall be for the purpose of creating and developing properties for the Habitat Housing Land Trust.
 - b. The distribution of funds shall require the approval of a funding agreement or development agreement establishing the terms and conditions of each project. Terms and conditions may include but are not limited to purchaser eligibility requirements, restricted inflationary rate of residences, rent controls, project phases, funding distribution schedule, and any other matter related to the development.
 - c. Upon the Habitat Housing Land Trust obtaining the real property, the real property shall include a deed restriction requiring that should Habitat cease to administer the

Housing Land Trust; the real property shall be set over by deed to the County and City.

- d. All distributions must conform to Wyoming law.
 - e. Any other matter the parties deem prudent.
 - f. Habitat and SCAHC shall enter into an Agreement for the cost of administering the Habitat Housing Land Trust until the Housing Land Trust is generating adequate income to cover costs of administration or all ARPA fund projects have been completed, whichever occurs first.
3. **Habitat Administration.** Habitat shall administer and manage the Housing Land Trust. All income generated from the Housing Land Trust projects shall be utilized for the continued stability and success of the Housing Land Trust. Income shall not be used for non Housing Land Trust projects.
4. **Financial Reporting.** Habitat shall provide SCAHC with an annual financial report no later than April 1st describing all assets, liabilities, income and expenses.
5. **Termination.** This MOU may be terminated at any time by written agreement of the Parties. No party may unilaterally withdraw from this agreement without an amendment to the SCAHC Agreement or unanimous approval of the Parties.
6. **Date of Effectiveness.** This MOU shall become effective upon approval of City and County Governing Bodies and Habitat's Board of Directors.

DATED this _____ day of _____, 2022.

CITY OF SHERIDAN

SHERIDAN COUNTY

Richard Bridger, Mayor

Lonnie Wright, Chairman

Dated: _____

Dated: _____

ATTEST:

ATTEST:

Cecilia Good
City of Sheridan Clerk

Eda Schunk Thompson
Sheridan County Clerk

Dated: _____

Dated: _____

**HABITAT FOR HUMANITY OF THE
EASTERN BIGHORNS**

_____, _____

Dated: _____

DRAFT

**CITY OF SHERIDAN
RESOLUTION 60-22**

A RESOLUTION AUTHORIZING THE USE OF STATE AND LOCAL FISCAL RECOVERY FUNDS, (“SLFRF”) AS PART OF THE AMERICAN RELIEF PLAN, MORE COMMONLY KNOWN AS (“ARPA”) TO ADDRESS ATTAINABLE HOUSING THROUGH A HOUSING LAND TRUST

WHEREAS, the City of Sheridan and Sheridan County have identified a need for attainable housing which can be addressed through the establishment of a Housing Land Trust; and

WHEREAS, the City of Sheridan and Sheridan County intend to utilize ARPA funds for Housing Land Trust projects; and

WHEREAS, Habitat for Humanity of the Eastern Bighorns is amending its bylaws for the establishment and management of a Housing Land Trust; and

WHEREAS, in order to identify and fund Housing Land Trust projects, the City of Sheridan, Sheridan County and Habitat of Humanity find it necessary to establish a Council; and

WHEREAS, the City of Sheridan, Sheridan County and Habitat for Humanity have negotiated the *Sheridan County Housing Land Trust Council Establishment Agreement*; and

WHEREAS, the City of Sheridan, Sheridan County, Habitat for Humanity have negotiated *The Housing Land Trust Memorandum of Understanding Between the City of Sheridan, Sheridan County, and Habitat for Humanity of the Eastern Bighorns*; and

WHEREAS, the ARPA funds shall be held by Sheridan County until distributed by the Sheridan County Housing Land Trust Council.

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

1. That the *Sheridan County Housing Land Trust Council Establishment Agreement* is approved and shall be executed by the Mayor.
2. That *The Housing Land Trust Memorandum of Understanding Between the City of Sheridan, Sheridan County, and Habitat for Humanity of the Eastern Bighorns* is approved and shall be executed by the Mayor.
3. The City Treasurer shall transfer One Million Five Hundred Thousand and xx/100 Dollars (\$1,500,000) of ARPA funds to the account designated by Sheridan County to be utilized by the Sheridan County Housing Land Trust Council.

PASSED, APPROVED AND ADOPTED this _____ day of November, 2022.

City of Sheridan

Richard Bridger, Mayor

ATTEST:

Cecilia Good, City Clerk

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: October 20, 2022
To: City Governing Body
RE: Sheridan County Attainable Housing Council

The City Governing Body authorized the establishment of a Housing Land Trust Committee to evaluate the feasibility of using a housing land trust to address attainable housing. The Committee consisted of Councilmen Linden and Day, Mayor Bridger, Commissioners Haswell and Siddle, Christine Dieterich and Jenny Craft.

Essentially, a housing land trust is a method where a nonprofit owns real property and the residences are sold or rented to people who meet certain income requirements. This removes the cost of the real property from the purchase price. The residence has an inflationary restriction which prevents the home from inflating faster than income which ensures that the home maintains its attainability status.

The Committee held multiple meetings evaluating how housing land trust's function, whether they can meet Sheridan's attainable housing needs and determining the best steps forward. The committee found that a housing land trust requires ongoing administrative support, managerial expertise and knowledge of housing issues. Creating a nonprofit for such a task would be difficult. Consequently, Habitat for Humanity is amending its bylaws to establish a Housing Land Trust which will be a distinct and separate operation from its other housing projects. Habitat's expertise and proficiency with attainable housing resolves this major problem. However, in order for Habitat to be successful, the initial investment must be sufficient.

The committee requested that I draft two documents; The Sheridan County Attainable Housing Council Agreement and The Sheridan County Attainable Housing Council Funding Memorandum of Understanding. The third document drafted is a Resolution which authorizes the use of \$1,500,000 of ARPA funds and approval of the two agreements.

Sheridan County Attainable Housing Council Agreement

The purpose of the council is to evaluate attainable housing projects which, when completed, will be set over to the Habitat's Housing Land Trust. The council will authorize the expenditure of ARAP funds and the terms and conditions of the attainable housing projects.

The council will consist of 7 members to be appointed by the City (2), County (2) and Habitat for Humanity (3) to staggered terms. Each entity will appoint members who are interested in and have familiarity with property development, attainable housing, title work, construction, or financing.

Being that the purpose of this council is to distribute ARPA funds, the Council will automatically terminate a year after all of the ARPA funds have been spent or December 30, 2027.

All appointed councilors will be required to comply with the Wyoming Ethics and Disclosure Act. Thus, no councilor will be able to vote or be involved with a matter in which they have a pecuniary or personal interest. Further, all meetings will be required to follow all Wyoming public meeting laws.

Sheridan County Attainable Housing Council Funding Memorandum of Understanding

The Funding MOU sets forth the terms of how ARPA funds may be used and authorized. ARPA funds must be encumbered or spent by July 1st of 2024. If proper projects cannot be identified, the funds will be returned to the City and County respectively for expenditure. This ensures that ARPA funds can be encumbered or spent by December 2024 in accordance with ARPA guidelines.

The council will be required to approve the expenditures of funds through a funding or developer's agreement. The developer's agreement sets forth the terms and conditions of the project to ensure compatibility with the goals of the council and Habitat's Housing Land Trust. That agreement can include but is not limited to purchaser eligibility requirements, restricted inflationary rate of residences, rent controls, project phases, funding distribution schedule, and any other matter related to the development.

In order for the Habitat Housing Land Trust to be successful, Habitat will be incurring costs prior to any revenue being generated from projects. Consequently, Habitat will be allowed to enter into an agreement with the council for some of the ARPA funds to pay for expenses.

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

City Administrator

MEMORANDUM

Project Name: Discussion of GPET/One Cent Education Program - City Administrator Stuart McRae

From:

To: Mayor and Council

CC:

Date:

Discussion:

Staff will present the cost layout of the County-wide 2022 One Cent/GPET Education Program along with the expected share for the City of Sheridan. Staff has sufficient funds available within the Elections budget to cover the costs.

Attachments

One Cent mailer



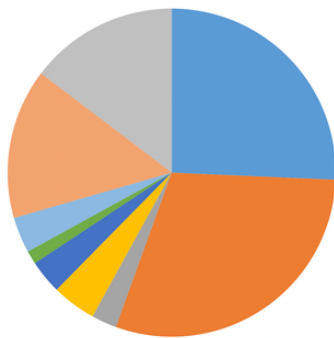
Every four years citizens have the opportunity to vote on **Sheridan County's Optional One-Cent Tax.**

Many public projects and services across Sheridan County are paid for in part by **One-Cent Funding.**

Sheridan County Allocations 2019-2022

\$9,278,241.09

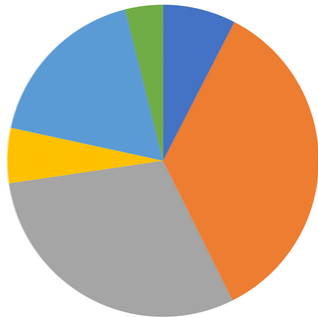
- PUBLIC SAFETY 25.7%
- FACILITIES & INFRASTRUCTURE 29.8%
- PUBLIC HEALTH 2.5%
- SENIORS & FAMILY 4.4%
- PARKS, PATHWAYS, RECREATION & OPEN SPACE 3.3%
- HERITAGE, HISTORY & ARTS 1.3%
- HOUSING & SHELTER 3.5%
- COMMUNITY DEVELOPMENT 14.8%
- SHERIDAN COUNTY (Capital & Operations) 14.7%



Town of Dayton One Cent Allocations 2019-2022

\$1,018,049

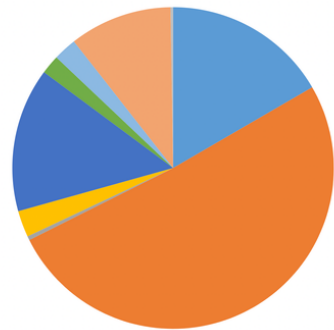
- PUBLIC SAFETY 7.9%
- FACILITIES & INFRASTRUCTURE 35.1%
- VEHICLES/EQUIPMENT 30.0%
- PARKS, RECREATION, PATHWAYS 5.7%
- SOCIAL SERVICES 17.7%
- CONTINGENCY/DISCRETIONARY 3.9%



City of Sheridan One Cent Allocations 2019-2022

\$16,600,769

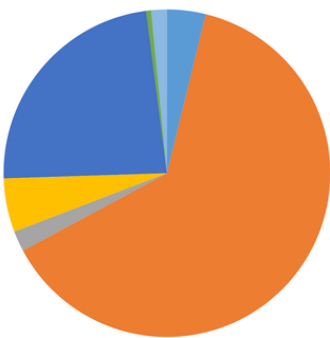
- PUBLIC SAFETY 16.6%
- FACILITIES & INFRASTRUCTURE 51%
- PUBLIC HEALTH 0.4%
- SENIORS & FAMILY 2.7%
- PARKS, PATHWAYS, RECREATION & OPEN SPACE 14.5%
- HERITAGE, HISTORY & ARTS 1.9%
- HOUSING & SHELTER 2.4%
- COMMUNITY DEVELOPMENT 10.3%
- SHERIDAN COUNTY (Capital & Operations) 0.3%



Town of Ranchester One Cent Allocations 2019-202

\$847,363.25

- PUBLIC SAFETY 3.8%
- FACILITIES & INFRASTRUCTURE 63.4%
- PUBLIC HEALTH 2.0%
- SENIORS & FAMILY 5.3%
- PARKS, PATHWAYS, RECREATION & OPEN SPACE 23.5%
- HOUSING & SHELTER 0.5%
- COMMUNITY DEVELOPMENT 1.6%



All communities in Sheridan County participate in the Optional One-Cent Sales Tax, including Acme, Arvada, Big Horn, City of Sheridan, Clearmont, Dayton, Leiter, Parkman, Ranchester, Story, Ucross, Wolf and Wyamo

LEARN MORE AT [SHERIDANCOUNTYONECENT.COM](https://sheridancountyonecent.com)

ONE-CENT QUICK FACTS

- ✓ THE SHERIDAN COUNTY OPTIONAL ONE-CENT SALES TAX WAS LAST RENEWED ON NOV 6, 2018.
- ✓ SHERIDAN COUNTY CITIZENS HAVE VOTED IN FAVOR OF THE ONE-CENT OPTIONAL SALES TAX CONTINUOUSLY SINCE 1988.
- ROADS, INFRASTRUCTURE, PUBLIC SAFETY, PARKS AND PATHWAYS, SENIOR SERVICES, COMMUNITY DEVELOPMENT, AND MANY OTHER PROJECTS AND SERVICES ARE FUNDED IN PART BY THE OPTIONAL ONE-CENT.
- ✓ OPTIONAL ONE-CENT SALES TAX IS COLLECTED ONLY ON ITEMS SUBJECT TO SALES AND USE TAX. IT DOES NOT APPLY TO MOST FOOD PURCHASES, RENT, REAL ESTATE PURCHASES OR GASOLINE.
- ✓ SHERIDAN COUNTY SALES TAX IS CURRENTLY 6 PERCENT. IF THE ONE-CENT OPTIONAL SALES TAX IS RENEWED, SALES TAX WILL NOT INCREASE.
- ✓ ACCORDING TO THE WYOMING OFFICE OF TOURISM, MORE THAN 12 PERCENT OF THE OPTIONAL ONE-CENT SALES TAX IS PAID BY OUT-OF-COUNTY VISITORS AND TOURISTS.
- ✓ OPTIONAL ONE-CENT REVENUES ARE USED AS MATCHING FUNDS TO OBTAIN GRANTS, ALLOWING SHERIDAN COUNTY AND SURROUNDING MUNICIPALITIES THE OPPORTUNITY TO COMPLETE INFRASTRUCTURE PROJECTS AND COMMUNITY IMPROVEMENTS.



SHERIDAN CITY COUNCIL

675-4202

SHERIDAN COUNTY COMMISSION

674-2900

CLEARMONT TOWN COUNCIL

758-4465

DAYTON TOWN COUNCIL

655-2217

RANCHESTER TOWN COUNCIL

655-2283

For more information on past & proposed One-Cent Optional Sales Tax projects, please contact your elected officials.

LEARN MORE AT [SHERIDANCOUNTYONECENT.COM](https://sheridancountyonecent.com)

SHERIDAN COUNTY COMMISSION
224 S MAIN ST B1
SHERIDAN, WYOMING 82801

COUNTY-WIDE ONE-CENT ALLOCATIONS 2019-2022

OUTDOOR WATER QUALITY /OPEN SPACE / PARKS / PATHWAYS & RECREATION

Maintaining streams and waterways, and updating and expanding pathway systems and open spaces. Specifically Sheridan Community Land Trust, Sheridan Conservation District, Tongue River Community Center, Doubleday Sports Complex, Town of Ranchester, Big Horn Baseball Club, and Joey's Fly Fishing.

\$2,970,828.81

SENIORS & FAMILY

Programs and support for seniors and families in need. Specifically, the Senior Citizen Center, Advocacy & Resource Center, Compass Center for families, RENEW/public transportation, and the Child Development Center.

\$891,047.00

GENERAL FUND

\$1,583,841.34

FACILITIES & INFRASTRUCTURE

City buildings. streets, sidewalks, utilities, storm drainage, recreational facilities, park development, and other projects. Specifically, Road & Bridge Capital Equipment, Airport Capital Projects, Library Capital Projects, Fairgrounds Capital Projects, and Sheridan County YMCA.

\$12,429,227.03

PUBLIC HEALTH & COMMUNITY PROGRAMS

Supporting our community with crisis intervention services and special needs transportation. Specifically the WY Mental Health Center, Sheridan Health Center, Community Connections, and Predator Management.

\$315,453.06

PUBLIC SAFETY

Equipment, vehicles, infrastructure, and other necessary support for our first responders, including Fire, Police, and EMTs. Specifically, Sheriff Patrol Cars, Emergency Services Payment, Emergency Services, Ambulance Repairs, and Juvenile Justice Program rural fire districts search & rescue.

\$5,253,160.90

HERITAGE, HISTORY & THE ARTS

Maintaining historic buildings and artifacts, supporting public art, and a vibrant downtown theater. Specifically Sheridan County Historical Society, Sheridan Arts Council, WYO Theater, and the Sheridan Artists Guild.

\$439,559.00

COMMUNITY DEVELOPMENT

Programs and initiatives that strengthen our economy and build a vibrant community. Specifically, Forward Sheridan Association, Sheridan County Chamber of Commerce, Sheridan Innovation Center, Community Air Service Group (CAST), North Main Association, and NEWY (congressional Tour).

\$3,280,158.68

HOUSING & SHELTER

Programs directly or indirectly related to housing and shelter. Specifically, Dog &Cat Shelter, Second Chance Cat Rescue, VOA Northern Rockies Community Shelter, Habitat for Humanity, and Housing Study.

\$721,379.52

All Entities Total \$27,884,655.34

Dayton \$1,018,049.00

Ranchester \$847,363.25

Clearmont \$140,233

City of Sheridan \$16,600,769

Sheridan County \$9,278,241.09

