



AGENDA
CITY OF SHERIDAN
DECEMBER 9, 2024
STUDY SESSION COUNCIL MEETING START 5:30 P.M.

1. Discussion of a Contract Award, in the Amount of \$83,400, to FDL Consulting LLC, for the Design and Bidding of a New Landfill Operations Building - Utilities Director Dan Roberts
2. Discussion of Appointment of Alternate Municipal Judge Jeremy Kisling - City Clerk Ashlee Foster
3. Note: Following the conclusion of the Study Session, City Council will tour the Sheridan Hospital Behavioral Health Facility, Public is Welcome



CITY OF SHERIDAN, WYOMING

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

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

Utilities

MEMORANDUM

RE: Discussion of a Contract Award, in the Amount of \$83,400, to FDL Consulting LLC, for the Design and Bidding of a New Landfill Operations Building - Utilities Director Dan Roberts

From: Dan Roberts, Utilities Director

To: City Council

CC: City Administrator Stuart McRae

Date: 11/18/2024

Recommendation:

Staff recommends that the Mayor and City Council award a contract, in the amount of \$83,400, to FDL Consulting, LLC for the Design and Construction Administration of the New Landfill Operations Building.

Staff requests that for the Landfill Building Project, the Mayor and City Council authorize the Utilities Director, Dan Roberts, to act on behalf of the Council and Mayor on all matters related to this project.

Background:

The Landfill Administrative and Shop Building was recently demolished to allow for the safe and cost-effective excavation and disposal of an old landfill waste trench as part of the Existing Landfill Remediation Project.

This project will design and bid on the construction of a new building for landfill operations in a different location.

Discussion:

The City prepared and advertised a Request for Proposals from any qualified firm desiring to design the project.

The City received proposals from four firms:

- Arete Design Group, Sheridan, WY
- Sanborn, Head & Associates, Inc., Casper, WY
- Hein Bond Architects, Lakewood, CO
- FDL Consulting LLC, Sheridan, WY

A selection committee evaluated the RFPs based on experience, proposed project team, schedule, project approach, references, and cost.

The selection team selected and recommended FDL Consulting LLC, of Sheridan. FDL scored well in all categories, as did all firms proposing, but their proposed cost being the lowest of all firms caused them to come out on top of the selection process.

Funding:

This project is being funded with approximately \$580,000 of Landfill Remediation Program money from the State of Wyoming through WDEQ. The City is responsible for the remaining costs of this project, which will be funded from available money remaining in the Solid Waste Fund's existing CWSRF Loans obtained for the Cell 10 Construction and Landfill Remediation Projects.

Attachments

FDL Contract

CONTRACT FOR PROFESSIONAL SERVICES
FOR

City of Sheridan Landfill Building

THIS CONTRACT, made and entered into this fourth day of December, 2024, by and between the following:

CITY OF SHERIDAN, a Municipal Corporation, Sheridan, Wyoming 82801, hereinafter designated the "Owner"

and

FDL Consulting, LLC, a professional corporation, hereinafter designated the "Consultant".

WITNESSETH:

WHEREAS, the Owner has need for an Architect and;

WHEREAS, the Owner has authority to contract for consulting engineering services, and;

WHEREAS, the Consultant represents that it is qualified to perform such services, is in compliance with the Wyoming Statutes relating to the registration of Professional Engineering Design & Structural Services and is willing to furnish such services to the Owner;

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated herein, the Parties hereto agree as follows:

1. **CONSULTANT RIGHTS AND DUTIES:** the Consultant's duties and responsibilities include the following:
 - A. To furnish all labor, materials, equipment, supplies, and incidentals necessary to conduct and complete the Consultant's portion of the project as defined in Section 3 - Scope of Work, and to prepare and deliver to the Owner all plans, specifications, bid documents and other material as designated herein.
 - B. Ascertain such information as may have a bearing on the work from local units of government, utility companies and private organizations and shall be authorized to procure information from other authorities besides the Owner, but shall keep the Owner advised as to the extent of these contacts and the results thereof.
 - C. Prepare and present such information as may be pertinent and necessary, in order for the Owner to pass critical judgment on the features of the work. The Consultant shall make changes, amendments or revisions in the detail of the work as may be required by the Owner. When alternates are being considered, the Owner shall have the right of selection.
 - D. Consultant's work shall be in accordance with the standards of sound engineering and pe City of Sheridan Ordinances , and State and National standards
 - E. Conform to the applicable requirements of the State of Wyoming regarding professional services including nationally recognized codes and standards.
 - F. To perform professional services in connection with the project and serve as the Owner's

representative in those phases of the project to which this agreement applies.

- G. Where federal funds are involved, the necessary provisions to meet all requirements will be complied with and documents secured and placed in the bidding documents.
- H. Submit an estimated progress schedule as to time and costs at the beginning of the work and monthly progress reports thereafter until complete. The reports will include any problems, potential problems, and delays as foreseen by the Consultant. Reports will be submitted in a timely manner to permit prompt resolution of problems.
- I. The Owner shall have the right of review and examine the Consultant's work and records pertaining to this project at all times.
- J. Name a Project Manager who shall be the liaison between the Owner and the Consultant. The Project Manager designated is Jessie Dykhouse

2. OWNER RIGHTS AND DUTIES: The Owner's duties are set forth as follows:

- A. To furnish all labor, materials, equipment, supplies and incidentals necessary to conduct and complete the Owner's portion of the project as designated in the scope of work.
- B. Name a Project Manager who shall be the liaison between the Consultant and the Owner. he Project Manager designated is Nathan Rager

3. SCOPE OF WORK: The professional services to be provided by the Consultant under this Agreement shall be to furnish surveys, designs, drawings, details, analyses, plans, specifications, estimates, services during construction and other items incidental and necessary to implement the Project.

All designs, plans and specifications shall be in accordance with the City's policies and procedures and applicable federal or state laws, guidelines and standards. The Consultant shall perform the work covered by this agreement which includes:

- A. The Project shall consist of the following components as outlined in the Consultants Request for Proposal "RFP" which is incorporated herein:
 - i. Design and Construction Documents for the Construction of a new building at the City of Sheridan Landfill
 - ii. Design services include Schematic Design, Design Development, Construction Documents and specifications, Bidding and negotiations services, initial shop drawing review. Construction Administration will be additional services and incorporated with a change order at a later date.
 - iii. The building will serve as a hub for daily operations at the landfill, providing both functional workspace for employees and storage for maintenance equipment. The building will serve, at a minimum, three (3) administrative staff and twelve (12) operational staff. The design is to include office spaces, locker rooms, breakroom, restrooms, lobby, 2-3 large equipment maintenance bays, and a wash bay (if budget allows). The proposed building is estimated to consist of around five thousand (5,000) square feet of combined space.
 - iv. The total project budget, including but not limited to design and construction, is two million dollars (\$2,000,000).

B.

ii. Delays affecting the completion of the work within the time specified f by more than ninety (90) days, not attributable to or caused by the Consultant, may be considered as cause for the renegotiation or termination of this Contract.

iii. If the Consultant is behind on this Contract due to no fault of the Owner, then the Consultant hereby acknowledges the right of the Owner to withhold future Contracts to the Consultant in addition to any other remedy until this Contract is brought back on schedule or otherwise resolved.

4. **PROJECT SCHEDULE:**

Kick off Meeting:	December 18, 2024
100% Schematic Design:	January 28, 2025
100% Design Development:	February 25, 2025
60% Construction Documents:	March 27, 2025
95% Construction Documents:	April 14, 2025
Final Construction Documents:	April 25, 2025
Bid Date:	May 16, 2025

5. **PAYMENT:** The work of the Consultant, as outlined in the scope of work, shall be accomplished for the fees as detailed below:

A. Time and Materials not to Exceed:

i. The Owner shall pay the Consultant for basic services, as defined in the fee schedule, for the work performed under Section 3 of this Agreement, Time and Materials shall not to exceed Eighty Three Thousand, Four Hundred and 00/100 Dollars (\$83,400).

ii. Partial Payment shall be paid to the Consultant upon receipt of the Consultant's invoice. The payment amount shall only be for. for work completed by the Consultant and other costs incurred by the Consultant which are eligible for payment per this Contract and the RFP. Payment shall be made within forty-five (45) days of the receipt of invoice.

B. **INSPECTION AND AUDIT:** All books, papers, records, payrolls, vouchers, and invoices relating to costs and expenditures incurred in the performance of the services by the Consultant hereunder shall be made available to the Owner, or their authorized representatives, for audit and review at the Consultant's respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment.

i. In the event this Contract is terminated prior to completion, copies of the Consultant's data, recommendations, plans, specifications, analysis and other related documents prepared by the Consultant prior to said termination, shall be delivered to and become part of the property of the Owner.

6. **EMPLOYMENT:** The Consultant warrants that has not employed or retained any company or persons, other than a bona fide employee, working solely for the Consultant, to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Consultant, any commission, percentage, brokerage fee, gifts or any other considerations contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Owner shall have the right to annul this Contract without liability or at its discretion to deduct from the Consultant fee, or otherwise recover the full amount of such commission, percentage, brokerage fee, gift or contingent fee.

Any and all employees of the Consultant or other persons while engaged in the performance of any work or services required by the Consultant shall be considered employees of the Consultant only and

not of the Owner, and any and all claims that may arise under the Workman's Compensation Act on behalf of said employees or other persons while so engaged and any and all claims made by a third party as a consequence of any act or omission on the part of the Consultant's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the Consultant.

The Consultant shall be subject to and comply with Title VI of the Civil Rights Act of 1964; Section 140, Title 23, United States Code, and all regulations promulgated thereunder.

The Consultant shall comply with all provisions of Equal Employment Opportunity (EEO) and Disadvantaged Business Act (DBA - Minority and Women's Business Enterprises), and the Owner's implementation plan of this act.

7. **DECLARATION OF NO FINANCIAL INTEREST:** The Consultant hereby declares that the Consultant's partners, principal shareholders, officers and professional engineers assigned to or otherwise working on the projects or in any way associated with Consultant does not own any equitable or legal rights to property within the project, whether public or private, or have any interest either directly or indirectly in the project except for the remuneration provided herein: None.

8. **SUCCESSORS AND ASSIGNS:** This agreement and all of the covenants hereof shall insure to the benefit of and be binding upon the Owner and Consultant respectively and his partners, successors, assigns and legal representatives. Neither the Owner nor the Consultant shall have the right to assign, transfer or sublet his interest or obligations hereunder without written consent of the other party.

9. **CHANGES IN WORK:** The Consultant shall make such revisions in the reports, plans, and specifications which have been completed, approved and accepted by the Owner as are necessary to correct the Consultant's errors or omissions when required to do so by the Owner, without additional compensation therefore.

Any change in the scope of work or project budget as stated in this Contract (section 3.a.iii and 3.a.iv) for whatever reason, will be negotiated between the Owner and the Consultant and an amendment to the Contract will be issued with the appropriate change of work and Contract fee noted.

10. **LEGAL RELATIONS:** The Consultant shall comply with all Federal, State and local laws and ordinances applicable to the work to be done.

11. **INSURANCE:** The Consultant shall secure and furnish to the Owner Certificate of Liability Insurance, therein, naming the Owner as an additional named insured, to include thirty (30) days notice of cancellation or non-renewal. In case of joint ventures, all entities must be named. The limit of liability for Bodily Injury and Property Damage to be One Million Dollars (\$1,000,000) single limits to include underground excavation, with any insurance company authorized to do business in the State of Wyoming. The Consultant shall also furnish the Owner proof of Error and Omission Insurance Coverage.

12. **TERMINATION OF AGREEMENT:** The right is reserved by the Owner to terminate this Contract at any time upon not less than thirty (30) days written notice to the Consultant.

In the event this Contract is terminated by the Owner, the Consultant shall be paid for the amount of work performed or services rendered to date of termination per the Contract fee.

In the event this Contract is terminated prior to completion, the originals of all plans shall remain the property of the Consultant. All information relating to the project and prepared under the terms of this Contract, including schedules, reports, data, recommendations, exhibits, analyses, plans, and specifications, shall be deemed the property of the Owner. Reproducible of all notes, reports, plans, and specifications shall be made available at the Owner's request.

13. **ENDORSEMENTS:** The Consultant shall furnish professional stamps, statements, or other suitable

means to signify responsible endorsement of work, on all drawings and reports furnished by him.

14. **OWNERSHIP OF DOCUMENTS:** The original tracings of all plans shall remain the property of the Consultant. All information relating to the project and prepared under the terms of this Contract, including schedules, reports, data, recommendations, exhibits, analysis, plans, and specifications, shall be deemed the property of the Owner. Reproducible of all notes, reports, plans, and specifications shall be made available at the Owner's request.
15. **PUBLIC INFORMATION:** The Consultant shall not issue any statements, releases or information for public dissemination without prior approval of the Owner.
16. **PROPRIETARY RIGHTS:** If patentable discoveries or inventions should result from work required herein, all rights accruing from such discoveries or inventions shall be the property of the Owner.
17. **RECORDS:** The Consultant shall maintain accounting records and other evidence pertaining to the cost incurred and to make the records available at all times during the Contract term and for three (3) years from the date of final payment. Such accounting records and other evidence pertaining to the cost incurred will be made available for inspections authorized by the Owner and copies thereof shall be furnished if requested.
18. **ATTORNEY'S FEES AND COSTS:** That in the event it becomes necessary for either Party to this Contract to retain an attorney to enforce any of the terms or conditions of this Contract or to give any notice required herein, then the prevailing Party or the Party giving notice shall be entitled to reasonable attorney's fees and costs.
19. **LITIGATION LOCATION:** In the event litigation is pursued under this contract it will be in the 4th Judicial District of the State of Wyoming.
20. **ADMINISTRATION MEDIATION:** Any disputes concerning the Consultant's performance of the work between the Consultant and the Owner shall be referred for determination to the Mayor of the City before commencing any legal action to resolve the same.
21. **MODIFICATION AND AMENDMENTS:** That any amendment or modifications of this Contract or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this contract.
22. **HOLD HARMLESS PROVISION:** The Consultant shall only be liable for professional services stated specifically under the scope of this Agreement. The Consultant shall be indemnified and held harmless for any claims, damages, or liabilities arising from any act, neglect, default or mismanagement by the Owner, it's Contractors, and their agents or employees.

The Consultant hereby agrees to indemnify and hold the Owner harmless from all claims and liability due to the activities of the Consultant, their agents, employees, or both, in performing the work required.

Nothing herein is intended to waive the Owner's Governmental Immunity granted by Wyoming Statute 1-39-101 et. al.

CONSULTANT: FDL Consulting

CITY OF SHERIDAN, WYOMING

BY: _____
Jessie Dykhouse

BY: _____
Dan Roberts, Utilities Director

TITLE: Architect

DATE: _____

DATE: 12/4/2024



CITY OF SHERIDAN, WYOMING

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

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

Clerk

MEMORANDUM

RE: Discussion of Appointment of Alternate Municipal Judge Jeremy Kisling - City Clerk Ashlee Foster
From: Ashlee Foster, City Clerk
To: City Council
CC: City Administrator Stuart McRae
Date: 12/03/2024

Recommendation:

Staff recommends that Mayor and City Council approve the appointment of Alternative Municipal Court Judge Jeremy Kisling.

Background:

The City currently has one full-time appointed Municipal Court Judge, Judge Thomas Klepperich, and one part-time appointed Alternative Municipal Judge, Judge Kevin Kessler. An additional Alternative Municipal Judge is required at this time to ensure ongoing coverage of court proceedings. Coverage for court may include covering proceedings in the event of an unexpected illness or covering cases where another Judge may have a conflict of interest.

Discussion:

The City is in need of an additional Alternative Municipal Court Judge. Mr. Jeremy Kisling has expressed his willingness to serve as an alternate Judge to help ensure ongoing operations of Municipal Court.

Mr. Kisling graduated from the University of Wyoming College of Law in 2008. Upon graduation, he served as a law clerk for 2 years for the Honorable District Court Judge Fenn. In 2010, he then launched his career in private practice for many years before transferring to the Sheridan Office of Wyoming Public Defenders until 2014. Since 2014, Mr. Kisling has been running his own law practice and is licensed in all State and Federal Courts in Wyoming.

In addition to running his law firm, Mr. Kisling has served as the Fourth Judicial District Court Magistrate since 2017 as well as serving as a Fourth Judicial District Court Commissioner since 2017. Most recently, Mr. Kisling was also appointed as the part-time Magistrate Judge of Johnson County.

Please see the attached recommended contract for Mr. Kisling.

Attachments

Contract

PROFESSIONAL SERVICES APPOINTMENT CITY OF SHERIDAN ALTERNATE MUNICIPAL COURT JUDGE

This Appointment is made by the City of Sheridan (hereinafter the "City") and accepted by Jeremy Kisling hereinafter referred to as the "Alternate Municipal Judge"), who, for mutual considerations, the parties agree as follows:

1. **SERVICES:** The Alternate Municipal Judge shall provide professional legal services required of the Municipal Court of the City of Sheridan. The services shall be provided on a Part-Time only basis, without a fixed or definite schedule at the time of this Agreement. The Services required of the Alternate Municipal Judge will change from time to time as the City of Sheridan's Municipal Court System is revised and improved. The services actually required hereunder are subject to the mutual agreement of the Alternate Municipal Judge and the Mayor or his designee, from time to time. In addition, the Alternate Municipal Judge serves only when the designated Municipal Judge is unable to serve and requests the Alternate Municipal Judge to serve in his place. The City will ensure that the Municipal Court Clerk or Municipal Judge will provide timely notification to the Alternate Municipal Judge when services are needed under this Appointment.

Nothing in this Agreement shall be deemed to prohibit the Alternate Municipal Judge from performing other private legal services.

2. **JUDGE:** Jeremy Kisling has been appointed and designated as a provider of the Services required as the Alternate Municipal Judge on an as needed basis in such an event that the designated Municipal Judge is unavailable, who shall then provide such services at the direction of the Municipal Judge and the City. The Municipal Court Clerk and Municipal Judge shall keep the Alternate Municipal Judge apprised of any changes in policies and/or procedures administered by the Municipal Judge, including policies concerning imposition of bond, issuing Orders to Show Cause and Bench Warrants, conducting Arraignments and/or Initial Appearances, Bench Trials, and Sentencing Defendants, when applicable. For example, if the Municipal Judge changes his policies concerning the imposition and payment of fines, the City will ensure that the Municipal Court Clerk or Municipal Judge informs the Alternate Municipal Judge of those changes so that the Alternate Municipal Judge can implement similar policies to ensure uniform treatment of Defendants in Municipal Court.

Except as specifically provided herein, the duties and responsibilities of the Alternate Municipal Judge shall primarily be those set forth in Wyo. Stat. §§ 5-6-101, *et seq.*; Wyo. Stat. §§ 5-6-201, *et seq.*; and the Sheridan Municipal Code.

3. **TERM:** The initial term of this Appointment shall be one (1) year commencing with the effective date of December __, 2024 (unless otherwise mutually agreed by the parties to commence earlier) and ending on the one (1) year anniversary date thereafter, unless sooner terminated by the parties. The Alternate Municipal Judge was appointed by the Mayor of the City of Sheridan, with the consent of the Sheridan City Council, and such appointment is subject to termination by the Mayor for incompetency or neglect of duty. The City intends to review the adequacy and efficiency of the Services provided, and to review associated costs, no less frequently than annually. If a new or extension agreement has not been executed prior to

expiration of the term and the parties nonetheless continue the relationship after the term, then this Agreement shall be automatically extended on a month-to-month basis until a new agreement is executed or this Agreement is expressly terminated.

4. **COMPENSATION:** The Alternate Municipal Judge agrees to accept and the City agrees to pay \$250.00 per hour as compensation for the Services provided hereunder. The Alternate Municipal Judge shall invoice the City for all time spent providing the Services at the end of each calendar month during the term of this Agreement. The City shall pay such invoice within 45 days, subject to the City's voucher procedures. Expenses incurred by the Alternate Municipal Judge during their performance of Services shall be reimbursed at the rate of \$.10 per copy, mileage at the federal rate of travel outside of Sheridan, and at straight cost for all other expenses advanced by the Alternate Municipal Judge for any particular case.

The City shall also provide for the Alternate Municipal Judge's use during the term of this Appointment, the following supplies and equipment used in the performance of the Alternate Municipal Judge's Services: paper, postage, photocopying, judicial robes, current copies of the City Ordinances, Blue Bond Schedule Book, State Statutes and Wyoming Rule of Criminal Procedure, and a printer, all for use at the courtroom.

5. **RELATIONSHIP BETWEEN PARTIES:** The Alternate Municipal Judge shall perform the Services as an appointee of the City, and nothing herein contained shall be construed to be inconsistent with this relationship or status. The City shall not make any withholdings as compensation is paid to the Alternate Municipal Judge. The Alternate Municipal Judge agrees to pay all taxes, insurance, and other expenses as should arise in the day-to-day fulfillment of the Appointment, as would be consistent with a non-employment relationship. The relationship with the Alternate Municipal Judge is nonexclusive. The Alternate Municipal Judge may perform other jobs as the Alternate Municipal Judge deem appropriate and not in conflict with the Services herein. However, the Alternate Municipal Judge shall not represent any party in the Municipal Court of the City of Sheridan and shall not represent any party in any matter or lawsuit filed in Circuit Court, District Court, or Federal Court adverse to the City.

6. **ACCOUNTING: MUNICIPAL COURT MANAGER:** The Alternate Municipal Judge shall not be required to supervise the accounting of the funds of the Municipal Court.

7. **SOVEREIGN IMMUNITY; INSURANCE:** To the maximum extent permitted by law, the Alternate Municipal Judge shall share in the governmental immunity provided to the City of Sheridan for all of the Services provided by the Alternate Municipal Judge pursuant to this Agreement. Likewise, to the maximum extent permitted by the City of Sheridan's insurance coverage, the Alternate Municipal Judge shall share in the insurance coverage provided to the City of Sheridan for all of the Services provided by the Alternate Municipal Judge pursuant to this Agreement.

IN WITNESS WHEREOF, this Agreement is executed the ____ day of December 2024.

CITY OF SHERIDAN:

APPOINTEE:

Richard Bridger, Mayor

Jeremy Kisling

ATTEST:

Ashlee Foster, City Clerk



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

RE: Note: Following the conclusion of the Study Session, City Council will tour the Sheridan Hospital Behavioral Health Facility, Public is Welcome

From:

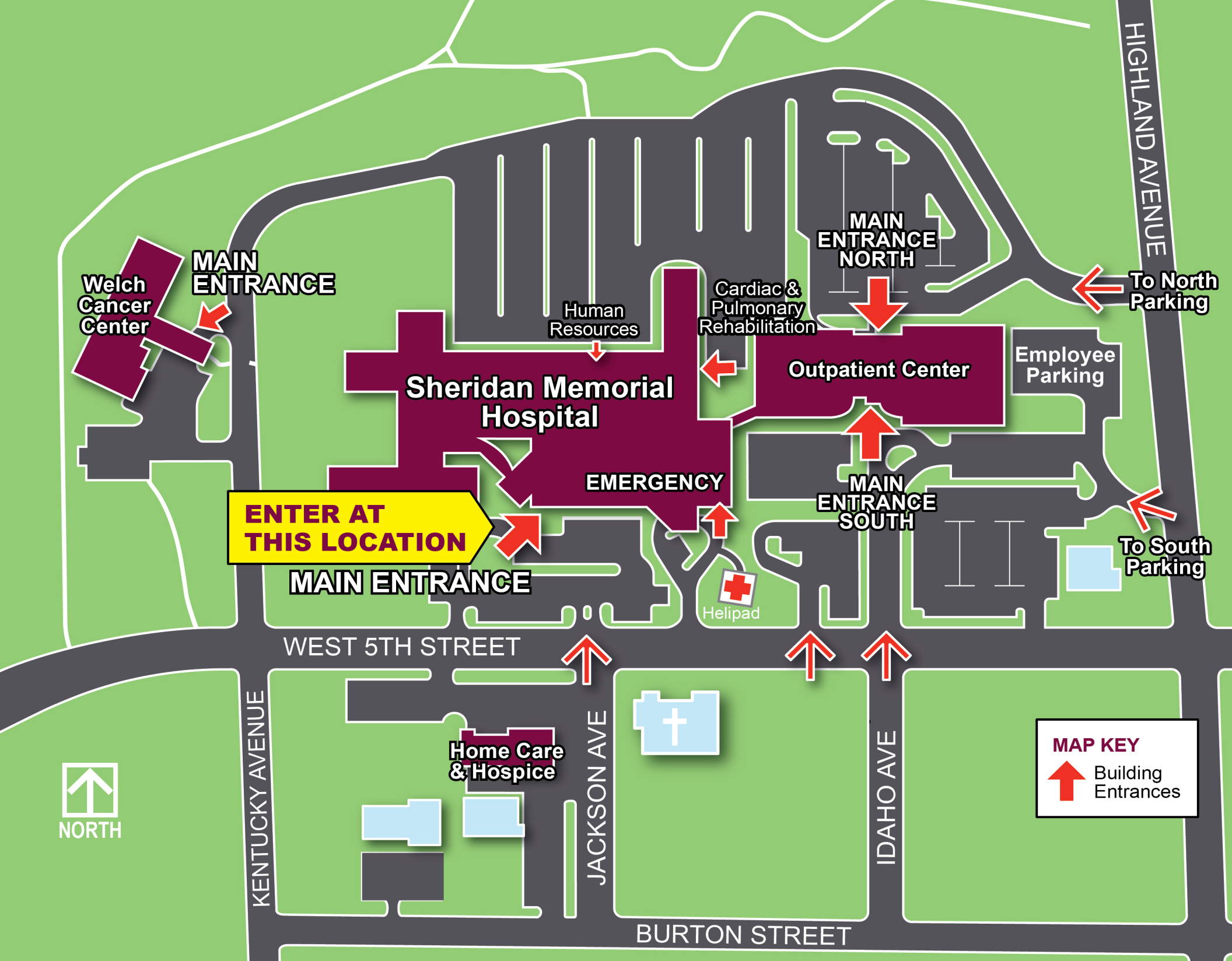
To: City Council

CC: City Administrator Stuart McRae

Date: 12/09/2024

Attachments

Map



Welch
Cancer
Center

MAIN
ENTRANCE

Human
Resources

Cardiac &
Pulmonary
Rehabilitation

MAIN
ENTRANCE
NORTH

To North
Parking

Sheridan Memorial
Hospital

Outpatient Center

Employee
Parking

EMERGENCY

MAIN
ENTRANCE
SOUTH

To South
Parking

ENTER AT
THIS LOCATION

MAIN ENTRANCE

Helipad

WEST 5TH STREET

Home Care
& Hospice

JACKSON AVE

IDAHO AVE

BURTON STREET



MAP KEY
↑ Building
Entrances