AGENDA
CITY OF SHERIDAN
JUNE 9, 2025
STUDY SESSION COUNCIL MEETING START 5:30 P.M.

1. Discussion of Smith Alley East Use Agreements - City Engineer Thomas Morneau

2. Discussion of Employee Handbook Update and Impacts of Gun-Free Legislation - Police Chief Travis Koltiska and Human Resources Director Heather Doke

3. Discussion of a Five-year Renewal Agreement with Sheridan Recreation District - Parks Director Steve Gage

4. Discussion of a New Restaurant Liquor License #16 for Espadas Brazilian Steakhouse at 850 Sibley Circle - City Clerk Ashlee Foster

5. Discussion of Lease for Use of Verdello Parking Lot - Public Works Director Hanns Mercer

6. Discussion of Agreement with Verdello for Public Portable Toilets - Public Works Director Hanns Mercer

7. Discussion of FY26 Budget - City Administrator Stuart McRae

8. General Discussion and Potential Future Agenda Items - City Administrator Stuart J. McRae
   A. Council Request for Future Agenda Items.

CITY OF SHERIDAN, WYOMING

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

Public Works

MEMORANDUM

RE:	Discussion of Smith Alley East Use Agreements - City Engineer Thomas Morneau
From:	Thomas Morneau, City Engineer
To:	City Council
CC:	
Date:	05/27/2025

Recommendation:

Staff recommends the City Council approve the requests for the Alley Use Agreements for Smith Street Alley with Freshly Minted Real Estate, LLC and Bighorn Desin Homes LLC c/o Paul Del Rossi and authorize the Mayor to sign said agreement.

Background:

The adjacent properties of Smith Alley seek to make use of a portion of the alley to create outdoor seating. The Smith Street Alley is closed to vehicular traffic and serves as a primary path for pedestrians connecting to Main Street from the east. This request is aligned with the City's desire to increase downtown vibrancy and vitality. The proposed request allows for the adjacent businesses to utilize the alley for outdoor seating.

The attached agreements spells out the allowances and restrictions of the alley use. The initial term of the agreement is for five years. The Lessee's will be responsible for the cost of any improvements and physical streetscape items, which will require approval from the Public Works Director. Additionally, the Lessee's will provide cleaning and maintenance of the space and maintain a clear and direct ADA compliant access through the alley at all times. Alcohol will be permitted in the premises that is enclosed by the bollards on each end of the alley. The Lessee's are responsible for liability insurance with the City listed as an additional insured party. The City reserves the right to terminate the lease agreement for health and safety reasons at any time and to terminate with 90 days notice if the public interest is no longer served.

Attachments

Agreement-Del Rossi
Agreement-Mint

ALLEY USE AGREEMENT

THIS AGREEMENT is entered into and effective the ____ day of _____ 2025, by and between the City of Sheridan, Wyoming, a municipal corporation, whose address is 55 E. Grinnell Plaza, Sheridan, WY 82810 (the "City") and Bighorn Design Homes LLC c/o Paul Del Rossi ("Lessee"), whose address is 306 N. Main Street, Sheridan, Wyoming 82801. Lessee owns or has an interest in the property located at 171 N. Main Street, Sheridan, Wyoming (the "Property"). The Property is adjacent to the alley or public right-of-way described below, and Lessee wishes to use all or a portion thereof for its business services offered to the public. The City wishes to accommodate Lessee's desired use and finds Lessee's desired use to be in the public's interest.

THEREFORE, in consideration of the promises exchanged below, the Lessee and City agree as follows:

1. **Premises.** The City leases to Lessee the following described portion of alley adjacent to Lessee's Property, described as follows:

As shown on the site plan detailing the layout and use of the alley attached hereto as **Exhibit A** (the "Premises").

2. **Term.** The term of this Agreement shall be **five (5) years**, beginning on the effective date hereof and terminating five (5) years thereafter. The City may terminate this Agreement upon ninety (90) days' notice to Lessee should it deem the Agreement no longer serves the public interest; provided however, this Agreement may be terminated immediately by the City if it has any public health or safety concern arising from Lessee's use of the Premises or if the Lessee or the Property has any violation of the City's Municipal Code.

3. **Purpose.** The purpose for this Agreement and Lessee's use of the Premises is as follows:

Allow the Lessee the ability to establish a place for the serving and sale of retail goods. The City Governing Body finds these uses are beneficial to the economic and cultural vitality of the Sheridan historic downtown.

4. **Maintenance/Repair.** Lessee shall at all times keep the Premises clean, maintained, and in good repair in at least as good of condition as upon the effective date of this Agreement. Maintenance includes the removal of snow and ice. The City shall not be responsible for cleaning, maintaining, repairing, or inspecting the Premises during the term of this Agreement. Provided, should the Premise include any trees, the Lessee shall not prune or alter any tree in any manner. Should any tree require any maintenance, Lessee shall notify the City immediately.

5. **Pedestrian Access.** Lessee shall at all times maintain a clear and direct American with Disabilities Act (ADA) compliant access through the Premises.

6. **Improvements and Alterations.** Lessee must obtain written consent from the City's Public Works Director before making any alterations, improvements, modifications, or additions to the Premises. Any and all alterations, improvements, modifications, or additions to the Premises shall: (a) be in compliance with all applicable building codes; (b) be in compliance with the City's Municipal Code; (c) have emergency egress considerations; and (d) meet the City's design checklist. Unless otherwise agreed by the parties, Lessee shall remove all alterations, improvements, modifications, or additions to the Premises and restore the Premises to its original condition upon this Agreement terminating and not being renewed.

7. **Liability Insurance by Lessee.** During the term of this Agreement, Lessee shall provide insurance coverage for persons and property on the Premises for injury, death, or damage in an amount not less than One Million Dollars ($1,000,000.00) Per Occurrence. The City shall be added as an "Additional Insured" with a waiver of subrogation in favor of the City. The Lessee shall provide a Certificate of Liability Insurance with the location of the Premises at the time of the of the signing of this Agreement and **every year** thereafter on renewal of the Liability Coverage Policy.

8. **Indemnity/Governmental Immunity**. Lessee shall assume the risk of any liability arising from this Agreement and any and all use of the Premises, and Lessee shall hold harmless, defend, and indemnify the City for any liability associated with the use of the Premises and the improvements thereon. The City does not waive governmental immunity by entering into this Agreement and specifically retains all immunities and defenses available to it pursuant to Wyo. Stat. § 1-39-101 *et seq.* and all other applicable law.

9. **Third-Party Beneficiaries and Transferability**. The parties do not intend to create in any other party the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between parties hereto and shall inure solely to the benefit of the parties to this Agreement.

This Agreement is not transferable without the written consent of the City. Further, if the Lessee has an alcohol license, the parties agree that this Agreement is not part of the alcohol licensee's transferable premise even though the use has been approved as part of the licensee's operational plan. Any alcohol license transferee shall be required to enter into a new alley use agreement with the City after the approval of the license transfer.

10. **Alcohol**. If Lessee's use of the Property includes the selling and dispensing of alcohol under a duly issued and proper liquor license, then the City consents to the service of alcoholic beverages within an immediately adjacent fenced or enclosed area of the Premises as provided in Wyo. Stat.§ 12-5-201(a), or as otherwise required by the State of Wyoming Liquor Commission. Provided that such service has been approved as part of the Lessee's Operational Plan. Lessee must obtain the written consent from the City's Public Works Director before adding or constructing a fenced or enclosed area on the Premises as provided in Paragraph 5 herein.

If the Premises is any sidewalk located along or within the area between Burkitt St. and Dow St. and between Brooks St. and Gould St., the Lessee shall be required to provide food service if alcohol is going to be consumed on the Premises. Food service requires that the food is prepared on the Property and is not prepackage. The food service plan must be included in the Lessee's Operation Plan and approved by the City.

11. **Entire Agreement**. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and all prior agreements, understandings, or negotiations shall be deemed merged herein.

12. **Modifications**. This Agreement shall not be modified, revised, or amended unless mutually agreed upon in writing by the parties.

13. **No Waiver**. The failure of either party to insist on a strict performance of any of the terms and conditions hereof shall not be deemed a waiver of the rights or remedies that party may have regarding that specific term or condition nor deemed a waiver of any prior or subsequent breach.

14. **Governing Law, Jurisdiction, & Venue**. The laws of the State of Wyoming shall govern the validity, interpretation, performance, and enforcement of this Agreement. A court of appropriate jurisdiction in Sheridan County, Wyoming shall have the sole and exclusive jurisdiction for the purposes of determining all claims arising under this agreement, and Owner and Tenant hereby consent to such jurisdiction and venue.

15. **Severability**. Any provision of this Agreement that is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement. Any such prohibition or unenforceability shall not invalidate or render unenforceable any other provisions of this Agreement.

16. **Notices**. All Notices required herein shall be delivered to the addresses stated at the beginning of this Agreement and be deemed delivered upon being placed in first class, prepaid mail. Notices to the City shall be directed to the Attention of the City Clerk.

CITY OF SHERIDAN, WYOMING:

Richard Bridger, Mayor

ATTEST:

Ashlee Foster, City Clerk

LESSEE:

Paul R DeRossi
Signature

PAUL R. DEZROSSI
Name

MANAGING PARTNER
Title BIGHORN DESIGN HOMES LLC

EXHIBIT A

LEGEND

- PROPOSED VERTICAL POLE
- PROPOSED N.A.B. SIGN
- EXISTING POWER POLE
- EXISTING GUY ANCHOR
- EXISTING STREET LIGHT
- EXISTING FIRE HYDRANT
- EXISTING WATER SPIGOT
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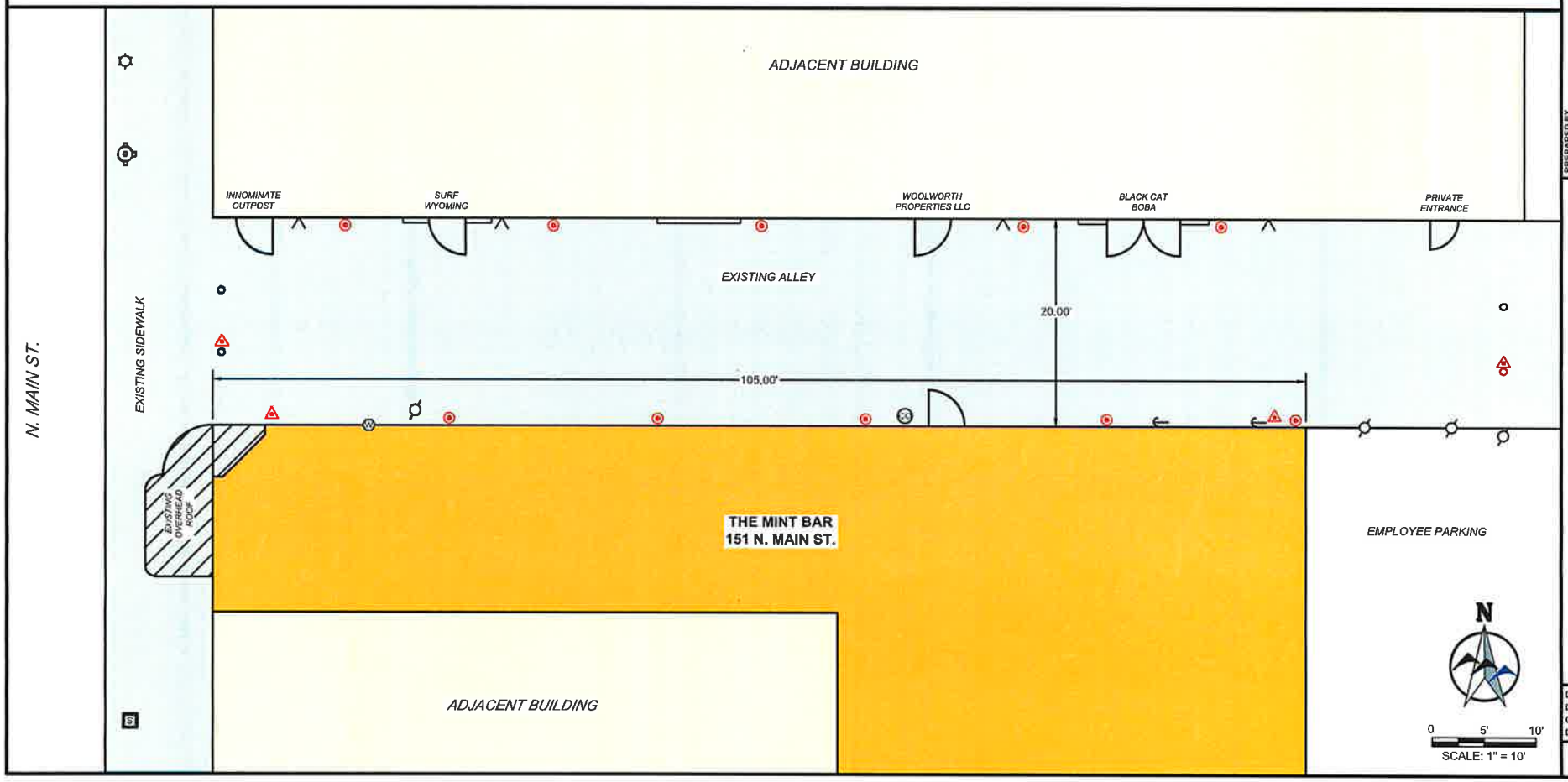

NO.	REVISION	BY	DATE

PROJECT NO. 2025-204

PREPARED BY
WWC ENGINEERING
1849 TERRA AVE.
SHERIDAN, WY 82801
(307) 672-0761
www.wwcengineering.com

FRESHLY MINTED REAL ESTATE LLC
THE MINT BAR ALLEY
ALLEY AGREEMENT SITE PLAN
SHERIDAN COUNTY, WYOMING

DESIGNED BY: CCV
DRAWN BY: CIM
CHECKED BY: JPC
DATE: 5/15/25

SHEET
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ALLEY USE AGREEMENT

THIS AGREEMENT is entered into and effective the ____ day of _____ 2025, by and between the City of Sheridan, Wyoming, a municipal corporation, whose address is 55 E. Grinnell Plaza, Sheridan, WY 82810 (the "City") and Freshly Minted Real Estate, LLC ("Lessee"), whose address is 5110 E. 16th Street, Casper, Wyoming 82609. Lessee owns or has an interest in the property located at 151 N. Main Street, Sheridan, Wyoming (the "Property"). The Property is adjacent to the alley or public right-of-way described below, and Lessee wishes to use all or a portion thereof for its business services offered to the public. The City wishes to accommodate Lessee's desired use and finds Lessee's desired use to be in the public's interest.

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CITY OF SHERIDAN, WYOMING:

Richard Bridger, Mayor

ATTEST:

Ashlee Foster, City Clerk

LESSEE:

Signature

Ryan Wagner

Name

President

Title

EXHIBIT A

LEGEND

- PROPOSED VERTICAL POLE
- PROPOSED N.A.B. SIGN
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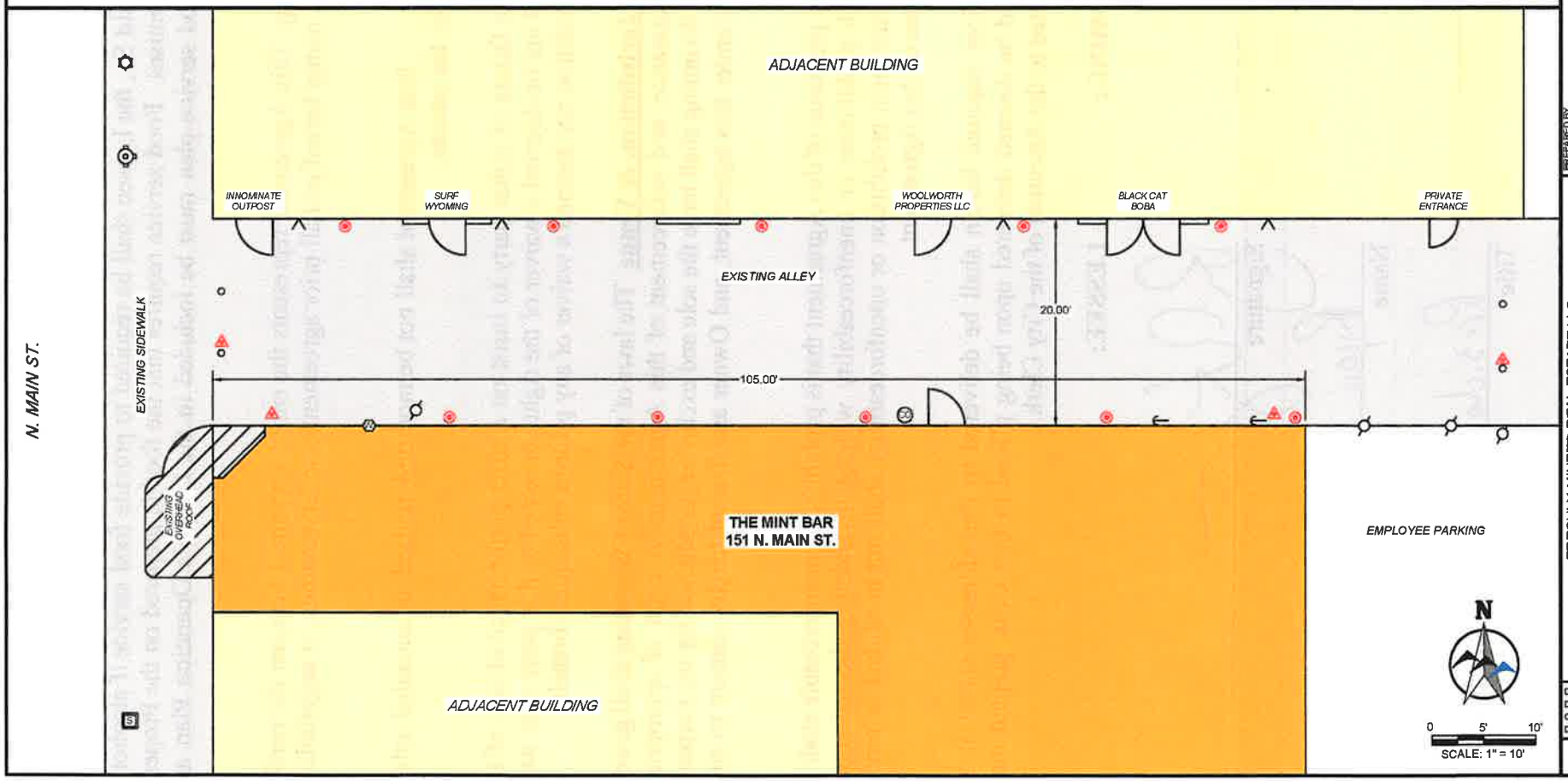

NO.	REVISION	BY	DATE

PROJECT NO. 2025-204

PREPARED BY
WWC ENGINEERING
1849 TERRA AVE.
SHERIDAN, WY 82801
(307) 672-0761
www.wwcengineering.com

FRESHLY MINTED REAL ESTATE LLC
THE MINT BAR ALLEY
ALLEY AGREEMENT SITE PLAN
SHERIDAN COUNTY, WYOMING

DESIGNED BY: CCV
DRAWN BY: CIM
CHECKED BY: JPC
DATE: 5/15/25

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CITY OF SHERIDAN, WYOMING

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

Human Resources

MEMORANDUM

RE: Discussion of Employee Handbook Update and Impacts of Gun-Free Legislation - Police Chief Travis Koltiska and Human Resources Director Heather Doke

From: Heather Doke, Human Resources Director

To: City Council

CC: City Administrator Stuart McRae

Date: 06/09/2025

Recommendation:

Staff recommends approval of updated Employee Handbook

Background:

The Wyoming Legislature recently voted to approve HB172, Repeal Gun Free Zones, and the bill will become law on July 1, 2025. This will allow for the concealed carry of "deadly weapons" in many locations across our community where the carrying in such a manner is not currently allowed by state law. Police Chief Travis Koltiska will provide information regarding the upcoming changes to law and will identify where concealed weapons may be carried with or without a permit.

Human Resources Director, Heather Doke, will discuss needed changes to the employee handbook due to the new legislation approved. While preparing the handbook revisions, other needed changes were also identified.

Discussion:

The following changes are being proposed to the Employee Handbook:

- Updating dates throughout.
- On-Call Compensation (page 17) - We are changing "overtime rate" to say "time and a half" because employees do not have to work 40 hours (or 80 hours in 2 weeks for Police Officers) to be paid time and a half for on-call time.
- Firearms (page 19) - This section is being added to comply with the new gun-free zone legislation that goes into effect 7/1/25.
- Anti-Violence (page 19) - This section is being amended to take out language to comply with the new gun-free zone legislation as well.
- The pay scale has been updated to reflect the increase to the pay scale being proposed in the FY26 budget.

Please contact me if you have any questions about any of these changes.

Attachments

Redlined Handbook

CITY OF SHERIDAN, WYOMING

Employee Handbook

June~~December~~ 16, 2025~~4~~

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INTRODUCTORY NOTICE

THE INFORMATION IN THIS HANDBOOK IS FOR GENERAL INFORMATION ONLY. IT GENERALLY OUTLINES YOUR RESPONSIBILITIES, BENEFITS, AND CITY GUIDELINES RELATED TO THE WORKPLACE. THE GUIDELINES, PRACTICES, AND PROGRAMS DESCRIBED IN THE HANDBOOK ARE SUBJECT TO CHANGE AT ANY TIME WITH OR WITHOUT NOTICE AND MAY NOT BE ALL-INCLUSIVE. WHERE THIS HANDBOOK CONFLICTS WITH BENEFIT PLAN DOCUMENTS, CIVIL SERVICE STATUTES, OR A COLLECTIVE BARGAINING AGREEMENT, THE PLAN DOCUMENTS, STATUTES, AND THE AGREEMENT WILL PREVAIL.

AT THE CITY OF SHERIDAN, NEITHER THE EMPLOYEE NOR THE CITY IS COMMITTED TO AN EMPLOYMENT RELATIONSHIP FOR A FIXED PERIOD OF TIME. EMPLOYMENT WITH THE CITY OF SHERIDAN IS AT-WILL. EITHER THE EMPLOYEE OR THE CITY HAS THE RIGHT TO TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, FOR ANY REASON (EXCEPT INSOFAR AS SUCH MAY BE COVERED BY A LEGALLY BINDING COLLECTIVE BARGAINING AGREEMENT OR CIVIL SERVICE RULES). THIS HANDBOOK AND ANY VERBAL STATEMENTS BY THE CITY ARE NOT INTENDED TO AND WILL NOT CONSTITUTE A CONTRACT OF EMPLOYMENT, EITHER EXPRESSED OR IMPLIED, NOR IS THERE A GUARANTEE OF EMPLOYMENT FOR ANY SPECIFIC DURATION. NO REPRESENTATIVE OF THE CITY, OTHER THAN THE GOVERNING BODY, HAS AUTHORITY TO ENTER INTO AN AGREEMENT OF EMPLOYMENT FOR ANY SPECIFIED PERIOD AND SUCH AGREEMENT MUST BE IN WRITING, APPROVED BY THE GOVERNING BODY, AND SIGNED BY THE EMPLOYEE. THIS HANDBOOK SUPERCEDES ALL PREVIOUSLY ISSUED EDITIONS.

City of Sheridan Mission Statement

The City of Sheridan is dedicated to improving the quality of life through responsible stewardship of the resources entrusted to us, with emphasis on public safety, exceptional service, livability and infrastructure, while being accountable and professional.

City of Sheridan Vision

We embrace "Our City" and its historical Western lifestyle and values while being focused on socio-economic diversity with open eyes, minds, and hearts in keeping Sheridan the community of choice for all.

City of Sheridan Core Values

Our Values are what define us both as individuals and as a collective group of people. At the City of Sheridan, 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.

- **Make a Difference** – The primary purpose behind every City Staff action and activity is to make a positive difference in the lives of our Citizens.

- **Take Initiative** – In the absence of guidance, we seize opportunities to advance the Mission of the City of Sheridan.

- **Build Trust** –We operate with honesty, fairness and humility. We support others and interact with co-workers and citizens in a way that maintains confidence in the City. We must ensure that we daily earn the trust of the people of Sheridan, even when no one is watching us.

- **Show Optimism** – A positive attitude is a force multiplier and is contagious. We look for opportunities in every situation.

- **Promote Teamwork** – Together Everyone Achieves More and that only occurs through communication, cooperation, and collaboration with others.

EMPLOYMENT

Applicability

This handbook applies to all employees of the City of Sheridan. Certain positions are, by reason of the nature of their appointment, exempt from the provisions of this manual.

The following positions are exempt:
- Elected officials
- Council appointees
- Council appointed committees and commissions

Civil Service personnel are subject to this handbook except where there is conflict with the current collective bargaining agreement, the Civil Service Rules, or Wyoming State Statutes.

Equal Employment Opportunity (EEO)/Unlawful Harassment

The City of Sheridan is dedicated to the principles of equal employment opportunity. The City prohibits unlawful discrimination against applicants or employees on the basis of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, age (40 or older), disability and genetic information (including family medical history), or any other status protected by applicable federal, state or local law.

This prohibition includes unlawful harassment based on any of these protected classes. Unlawful harassment includes verbal or physical conduct which has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment. This policy applies to all employees, including managers, supervisors, co-workers, and non-employees such as customers, clients, vendors, consultants, etc.

Americans with Disabilities Act (ADA), Pregnancy and Religious Accommodation

The City will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship to the City or cause a direct threat to health and safety. Employees who are otherwise qualified for a position may request a reasonable accommodation related to pregnancy, a health condition related to pregnancy, or the physical recovery from childbirth. The City will make reasonable accommodation for employees whose work requirements interfere with a religious belief, unless doing so poses undue hardship on the City. Employees needing such accommodation are instructed to contact their supervisor or the Human Resources Director immediately.

Sexual Harassment

The City strongly opposes sexual harassment and inappropriate sexual conduct. Sexual harassment is defined a unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made explicitly or implicitly a term or condition of employment.

- Submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment.

- Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

All employees are expected to always conduct themselves in a professional and businesslike manner. Conduct which may violate this policy includes, but is not limited to, sexually implicit or explicit communications whether in:

- Written form, such as cartoons, posters, calendars, notes, letters, e-mails.
- Verbal form, such as comments, jokes, foul or obscene language of a sexual nature, gossiping or questions about another's sex life, or repeated unwanted requests for dates.
- Physical gestures and other nonverbal behavior, such as unwelcome touching, grabbing, fondling, kissing, massaging, and brushing up against another's body.

Complaint Procedure

If you believe there has been a violation of the EEO policy or harassment based on the protected classes listed above, including sexual harassment, please use the following complaint procedure. The City expects employees to make a timely complaint to enable the City to investigate and correct any behavior that may be in violation of this policy.

Report the incident to your immediate supervisor or department head who will investigate the matter and take corrective action. Your complaint will be kept as confidential as practicable. If you prefer not to go to either of these individuals with your complaint, you should report the incident to the Human Resources Director.

The City prohibits retaliation against any employee for filing a complaint under this policy or for assisting in a complaint investigation. If you believe there has been a violation of our EEO or retaliation standard, please follow the complaint procedure outlined above.

If the City determines that an employee's behavior is in violation of this policy, disciplinary action will be taken, up to and including termination of employment.

Employee Status

Full-time Employee
An employee normally scheduled to work 40 hours per week. Full-time employees are currently eligible for all City benefits.

Part-time Employee
An employee normally scheduled to work less than 40 hours per week. Part-time employees are currently eligible for some City benefits on a pro-rated basis based on average hours worked.

Temporary/Seasonal Employee
An employee who is hired in a job established for a temporary period or for a specific assignment. Temporary/Seasonal employees are currently ineligible for City benefits.

Exempt Employee
An employee who is not eligible for overtime pay

Nonexempt (Hourly) Employee
An employee who is eligible for overtime pay

EMPLOYEE BENEFITS

Employee Insurance Coverage

The City of Sheridan provides employee insurance programs for full-time, employees. Part-time employees are eligible for insurance coverage at a prorated rate based on average hours worked. The City, at its discretion, has the right to change its health insurance coverage by increasing deductibles and/or changing coverage. Retired employees may choose to sign up for retiree health insurance coverage through our current provider, Wyoming Educators Benefits Trust (WEBT), provided they meet the following conditions:

1. The retiring employee must have a combination of years of service and age totaling eighty (80).
2. The retiring employee must not be eligible for medical coverage under any other group or through Medicare/Medicaid.
3. The retired employee shall be responsible for the payment of all premiums for his/her insurance benefits.

For more specific information on benefit coverage and provisions, please refer to the appropriate plan documents or contact the Human Resources Department.

Vacation Leave

Vacation leave accrues monthly. Accruals will be calculated at the beginning of the week when an employee receives the second paycheck of each month if the employee worked during the previous month. Employees may use accrued leave as soon as it is accrued.

Employees transferring within a department or between departments shall retain their years of service for accrual rates.

1. Vacation leave for full-time and part-time employees accrues as follows:

a) **Full-time Employees**

Length of Service	Vacation Leave
0 through 4 years	96 hours/yr
5 through 9 years	120 hours/yr
10 through 14 years	160 hours/yr
15 through 24 years	200 hours/yr
25 or more years	240 hours/yr

b) **Part-time Employees**

30+ hrs worked/wk	Vacation Leave
0 through 4 years	6 hrs/mo
5 through 9 years	8 hrs/mo
10 through 14 years	10 hrs/mo
15 through 24 years	12 hrs/mo
25 or more years	14 hrs/mo

<30 hrs worked/wk	Vacation Leave
0 through 4 years	4 hrs/mo
5 through 9 years	6 hrs/mo
10 through 14 years	8 hrs/mo
15 through 24 years	10 hrs/mo
25 or more years	12 hrs/mo

Suspension of Leave:

Any leave or holidays provided for in this section may be suspended during any period of emergency declared by the City Administrator in consultation with the City Governing Body.

Schedule of Leave:

The scheduling of vacation shall be at the discretion of the head of each department Supervisor.

Granting of Vacation Leave:

An employee must request leave through their supervisor at least one (1) week in advance of taking leave, unless prior notice was not possible due to unusual circumstances.

Employees must request time off using the electronic timekeeping system and have it approved by their supervisor.

Pay in Lieu of Vacation Leave: Pay in lieu of vacation leave will be granted in accordance with the following:

a) If an employee's employment ends and they have unused vacation leave, the employee will be paid for the unused accrued vacation leave.

b) If an employee dies and has unused vacation leave, the salary equivalent of the unused accrued vacation leave will be payable as directed by the employee's beneficiary form or to the decedent's estate.

Maximum Accrual:

Accrual of vacation leave will be limited to 240 hours for full time employees Accrual of vacation leave will be limited to 120 hours for part time employees who average working 20-30 hours per week. Accrual of vacation leave will be limited to 192 hours for part time employees who average working 30-40 hours per week if an employee's vacation leave balance reaches the limit, there will be no further accrual of vacation leave until the balance is reduced below the limit.

Sick Leave

The City's sick leave policy is established to help employees with the financial burden of lost work time incurred because of illness.

Sick leave accrues monthly. Accruals will be calculated at the beginning of the week when the employee receives the second paycheck of each month if the employee worked the previous month. Employees may use accrued sick leave as soon as it is accrued.

Employees shall be granted sick leave in cases of their own illness if they have leave available. Sick leave may also be used for illness or death in the employee's immediate family. Immediate

family includes: spouse, child, parent, stepparents, parents-in-law, stepchildren, children-in-law, siblings, half-siblings, step-siblings, siblings-in-law, grandparents, step-grandparents, grandparents-in-law and grandchildren. Sick leave may also be used for medical, dental or optical appointments.

To receive sick leave benefits, an employee must notify their department head or supervisor on the first day of absence, or as soon thereafter as possible.

Verification of Illness:

For illness extending for three (3) working days or more, the employee may be required by their supervisor to provide a certification of illness and recovery by a physician or practitioner. Verification of illness for absences of lesser duration may be requested of the employee at the discretion of the supervisor.

Accumulation:

Full-time employees will earn eight (8) hours of sick leave for each month of service and may accumulate up to 960 hours. Part-time employees will earn six (6) hours of sick leave for each month of service and may accumulate up to 720 hours.

Granting of Sick Leave:

Sick leave must be requested in the electronic timekeeping system. If the sick time was not scheduled before the absence, the time must be requested immediately upon return to work by the employee.

Conversion of Sick Leave:

a) Upon separation or termination employees will be paid out one-third of their unused sick leave balance.

b) If an employee dies and has unused sick leave, the salary equivalent of one-third (1/3) the unused sick leave will be payable as directed by the employee's beneficiary form or to the decedent's estate.

Leave Donation Program:

The purpose of this program is to provide accrued sick leave to another City employee who, because of a serious medical condition, has exhausted all accrued time off.

a) A City employee, who has a minimum of eighty (80) hours of sick leave may donate up to sixteen (16) hours of sick leave per calendar year to a City employee who has an immediate need for such assistance. Employees who are affected by a serious medical condition may request in writing to become sick leave recipients to the Human Resources Director. The Human Resources Director will email requests and forward requests to all departments for posting on department bulletin boards. The requests will remain posted for ten (10) days. If, after reviewing the request for sick leave donations, a City employee decides to participate in the donation program, the donor shall fill out a form specifying the number of hours to be donated, and the name of the employee to whom the donation is being made and turn it in to the Human Resources department. Donated leave will be used on a "first in, first used" basis.

b) The maximum number of sick leave hours which may be donated to an employee is 120 days or 960 hours in a year from the time it is requested.

c) Sick leave and vacation leave will not accrue while the employee is using donated leave.

Holidays

The following paid holidays/personal day shall be observed by the City of Sheridan**:**

1. New Year's Day
2. President's Day
3. Memorial Day
4. Independence Day
5. Labor Day
6. Veterans Day
7. Thanksgiving Day
8. Day After Thanksgiving
9. Christmas Day
10. Personal Day (1)
11. Personal Day (2)

Two Personal Days are earned each fiscal year. This Personal Day must be taken during the fiscal year it is earned or be forfeited.

Full-time employees will receive eight (8) hours of holiday pay paid at their regular hourly rate for each observed holiday and eight (8) hours paid at their regular hourly rate for their Personal Days. Part-time employees will be paid holiday hours as follows at their regular hourly rate based on average hours worked the month before the holiday:

Average hrs worked/week	**Holiday Leave**
20-30 hours	4 hours/holiday
30-40 hours	6 hours/holiday

Paid Holiday and Vacation:

If a paid holiday occurs during an employee's vacation, the employee shall receive that day as holiday time rather than vacation time.

Holiday Occurring on Sunday:

When an observed holiday occurs on a Sunday, the next day, (Monday), shall be the observed holiday.

Holiday Occurring on Saturday:

When an observed holiday occurs on a Saturday, the previous day (Friday), shall be the observed holiday.

Bereavement Leave

All employees shall be granted up to four (4) working days with pay when a death occurs in the employee's immediate family. Immediate family includes: spouse, child, parent, stepparents, parents-in-law, stepchildren, children-in-law, siblings, half-siblings, step-siblings, siblings-in-law, grandparents, step-grandparents, grandparents-in-law and grandchildren. If circumstances necessitate additional time off, the employee may use other leave, with the approval of their supervisor.

Funeral Leave

Funeral leave is intended for use by employees to attend the funeral of a fellow city employee. The City Administrator, in conjunction with the department heads, may grant employees up to two (2) hours paid leave for funeral leave

Employee Development

The City recognizes the value to the City and community of an educated, trained work force. The City understands the need to develop employees to a high level of proficiency. The City will strive to promote, transfer and cross-train employees in the best interests of the City. The personnel actions described below shall be based solely upon the qualifications of the employee and the need for the City to maintain a competent workforce.

Seminar/Conference Fees & Travel Expenses:

a) Seminar/conference fees and travel expenses for pre-approved job-related training classes and conferences shall be reimbursed.

b) Employees shall complete the Request to Attend Class or Training Form. The forms are to be submitted to the City Administrator, through the Director of Human Resources, for signature prior to attendance.

c) Upon completion of the class or conference, employees must complete a request for reimbursement, or City credit card reconciliation, and attach all necessary receipts and documentation.

Certification Exam Fees:

d) Fees for taking certification examinations needed to advance in their position will also be reimbursed by the City upon passing the exam.

Continuing Education Reimbursement:

e) The City Administrator may approve up to $200.00 per credit hour up to a maximum of $2,500 per fiscal year (subject to budget approval by the Governing Body) incurred by an employee for continuing education through an accredited program that either offers growth in an area related to his or her current position or might lead to promotional opportunities.

f) Reimbursement percentage up to the maximum specified above is based on the grade received in the class as follows:
   A - 90%
   B - 80%
   C - 70%
   D&F - Nothing

g) The employee will be responsible for costs above the per credit hour and/or annual limit.

h) Expenses that may be reimbursed under this program include tuition, fees and books. In order for the employee's expenses to be considered for reimbursement, all of the following conditions must be met:

i) The employee must have and maintain satisfactory performance during the period of time they are attending school and requesting reimbursement of expenses.

j) The employee must receive a passing grade of "C" or better.

k) The employee must complete a Pre-Approval for Class form and have it approved by their Department Head, the Human Resources Director, and the City Administrator prior to taking the course. Upon completion of the class, the employee must complete and submit a Reimbursement for Class Form along with receipts and evidence of grades for courses taken to their Department Head and the City Administrator.

l) Requests for reimbursement must be submitted within 2 months of completion of the course.

m) If an employee leaves City employment prior to completing the course, the City will not reimburse course costs.

Membership in Professional Organizations or Societies

At the discretion of the City Administrator, an employee's membership dues in work related professional societies and organizations may be paid by the City.

Employee Assistance Program

The City of Sheridan attempts to provide a practical, constructive mechanism for assisting employees with personal problems which may affect the work situation The City of Sheridan believes that an employee's job performance may also be affected when a member of his or her family is experiencing personal issues. For this reason, the City of Sheridan extends the same offer of referral to any member of the employee's immediate family.

The Employee Assistance Program(s) (EAP) are offered to all employees and their family members.

The City of Sheridan will encourage employees and family members who are experiencing personal problems to take advantage of the assessment, counseling and referral services available. The use of these services is on a voluntary basis through the EAP. Problems may include emotional and mental issues, family concerns, alcohol and drug problems, and questions related to financial and legal concerns. Early intervention and assistance minimizes the adverse impact on an employee's personal/family life and job performance.

An employee's acceptance, rejection, or failure to respond to treatment does not diminish the employee's responsibility to meet required job performance standards. Employees are only eligible for the EAP services while they are active employees.

Assessment, referral, and short-term counseling, if available, through the EAP services, are free of charge. In some instances, referrals to service providers outside the EAP may be recommended. Any costs for services outside of the EAP are the employee's responsibility. The employee is also responsible for determining if the outside services recommended by the EAP are covered under his or her health benefit plan.

LEAVES OF ABSENCE

Family and Medical Leave Act (FMLA)

The City provides up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- Incapacity due to pregnancy, prenatal medical care or childbirth;
- To care for the employee's child after birth, or placement for adoption or foster care.
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

Where two spouses are employed by the City, their combined leave will be limited to twelve (12) work weeks during any twelve-month period if the leave is taken for:

- birth of the employee's son or daughter or to care for the child after birth
- for placement of a son or daughter with the employee for adoption or foster care or to care for the child after placement
- to care for the employee's parent with a serious health condition.

Military Family Leave Entitlements:

Eligible employees with a spouse, son, daughter, or parent on active duty or called to active-duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.

Benefits and Protections:

During FMLA leave, the City maintains the employee's health coverage under any group health plan on the same terms as if the employee had continued to work. Employees must continue to pay their portion of any insurance premium while on leave.

Upon return from FMLA leave, most employees are restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. Certain highly compensated employees (key employees as defined by FMLA) may have limited reinstatement rights.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements:

Employees are eligible if they have worked for the City for at least 12 months and worked at least 1,250 hours over the previous 12 months.

Definition of Serious Health Condition:

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition.

Use of Leave:

The maximum time allowed for FMLA is 12 weeks in the 12-month period, or 26 weeks as explained above. The twelve (12) month period shall commence the first day leave is used.

An employee does not need to use FMLA leave in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis

Employees taking intermittent or reduced schedule leave based on planned medical treatment and those taking intermittent or reduced schedule family leave with the City's consent may be required to temporarily transfer to another job with equivalent pay and benefits that better accommodates that type of leave.

Substitution of Paid Leave for Unpaid Leave:

The City requires employees to use accrued paid leave while taking FMLA leave. Paid leave used at the same time as FMLA leave must be taken in compliance with the City's normal paid leave policies. FMLA leave is without pay when paid leave benefits are exhausted.

Employee Responsibilities:

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as is practicable and comply with the City's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection, the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions; the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the City if the requested leave is for a reason for which FMLA leave was previously taken or certified.

Employees shall be required to provide a certification and periodic recertification supporting the need for leave. The City may require second and third medical opinions at the City's expense. Documentation confirming family relationship, adoption, or foster care may be required. If notification and appropriate certification are not provided in a timely manner, approval for leave may be denied. Continued absence after denial of leave may result in disciplinary action in accordance with the City's attendance guideline. Employees on leave must contact the Human Resources Director at least two (2) days before their first day of return.

The City's Responsibilities:

The City will inform employees requesting leave whether they are eligible under FMLA. If they are, the notice will specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the City must provide a reason for the ineligibility.

Unlawful Acts:

FMLA makes it unlawful for the Company to:

1) Interfere with, restrain, or deny the exercise of any right provided under FMLA.

2) Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement:

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against the City.

Military Leave of Absence

Employees having a reserve status in any branch of the U.S. Armed Forces or the Wyoming National Guard or National Reserves will be paid up to 15 working days of military leave each calendar year to attend training programs. This leave is in addition to any sick and vacation leave to which the employee may be entitled. Any leave to fulfill military obligations beyond the 15 days may be vacation, personal leave, or leave without pay.

A military leave of absence will be granted to employees who are ordered to active duty. Notice of military leave and orders must be given to the supervisor as soon as they are available. During the period of active duty, the employees are paid and re-employed in accordance with the laws governing veteran's re-employment rights. Paid sick and vacation leave continue to accrue during unpaid Military Leave.

Workers' Compensation

Employees injured while in the performance of their assigned responsibilities may receive benefits as provided by the Workers' Compensation Act.

While the employee is receiving temporary disability benefits for on the job injuries, the employee will pay his/her contribution to the group health/dental plan. The City will continue to pay the employer's contribution to the group health/dental insurance plan.

The employee may use their accrued sick leave (or other leave) to supplement their temporary disability payments to receive their regular wage.

The employee shall use FMLA (if he/she is eligible) leave in conjunction with temporary disability leave.

When an injured employee has been off work and receiving temporary total disability benefits, a doctor must certify when the employee is able to return to work, full or light duty. If a doctor recommends the employee for light duty, the City will determine if a position exists that the employee can do within his/her restrictions. Light duty is limited to twelve (12) months.

Jury Duty or Court Directed Witness

The City recognizes jury duty as a civic responsibility of everyone. Upon presentation of an authorized court directive, or equivalent, to the employee's supervisor, the employee shall be granted leave of absence. Employees shall not lose regular pay or leave accrual while serving on jury duty or while appearing as a witness on behalf of the City in a court proceeding. Employees are expected to report to work on any day that jury duty hours reasonably permit.

An employee required to appear in court as a witness on matters in civil proceedings shall be granted vacation leave, personal leave or leave without pay at the discretion of the supervisor. Any City employee called as a witness in their official capacity (i.e., Police Officer) will be paid for the period they are a witness. If the employee is called as a witness during off duty periods, the employee shall be compensated for a minimum of two (2) hours.

Voting

Voting is an important responsibility we all assume as citizens. The City encourages employees to exercise their voting rights in all municipal, state, and federal elections. Employees shall be granted up to two (2) hours off work, at the convenience of the supervisor or department head for voting purposes in any primary, general, or special election. If an employee does not have three (3) or more consecutive non-working hours during the time the polls are open, up to 1 hour of that time may be compensated.

EMPLOYEE COMPENSATION

Pay Days

Employees are paid on a biweekly basis, every other Friday. Pay will be automatically deposited into the bank account(s) of the employee's direction.

Pay information may be accessed online through the employee self-service portal. Please contact the Human Resources Department for information on how to set up an account.

Overtime Compensation

Non-exempt (hourly) employees receive overtime payment for actual hours worked in excess of forty (40) hours per work week at one and one-half times their normal compensation rate. The work week begins at 12:01 a.m. on Sunday and ends at 12:00 a.m. midnight on Saturday. All overtime is to be approved by the immediate supervisor or department head. It is important to remember that all off-the-clock work, including responding to work-related emails, must also be authorized and approved in advance by the supervisor and must be compensated. Sworn police personnel and fire department personnel receive overtime based on FLSA rules that apply and the work period established by the department or collective bargaining agreement.

Pay for Exempt Employees

Exempt (salaried) employees must be paid on a salary basis. This means exempt employees will regularly receive a predetermined amount of compensation each pay period based on a weekly basis. The City is committed to complying with salary basis requirements which allows properly authorized deductions.

Deductions from salaries that are permissible:

- **Personal Absences.** Employers may deduct for full day absences for personal reasons other than sickness or disability.
- **Absences for illness or injury.** Employers may deduct for full day absences due to illness or injury.
- **Absences for FMLA Leave.** Employers may deduct for full day absences taken as FMLA leave and partial day absences for hours taken as intermittent or reduced FMLA leave.
- **Infractions of safety rules.** Employers may deduct for penalties imposed when salaried employees violate safety rules.
- **Infractions of workplace conduct rules.** Employers may suspend exempt employees with pay for full days for infractions of workplace conduct rules. This deduction is meant to cover only suspensions for "serious workplace misconduct" such as sexual harassment or drug and alcohol violations.
- **First or last weeks of employment.** Employers may make partial week payments during an employee's first or last weeks of employment.

If you believe an improper deduction has been made to your salary, you should immediately report this information to Human Resources. Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, you will be promptly reimbursed.

On-Call Compensation

When an hourly employee's job requires that he/she be on-call, they will be compensated at a flat rate for each hour they are on-call and not scheduled to work. This pay is specifically for the employee(s) to be available during non-productive hours. If the employee is scheduled to work while he/she is on-call, no flat rate on-call compensation will be provided for the hours worked. If the employee is called to duty during any off-duty time, they will be compensated for the hours worked (minimum of two hours) at time and a half ~~overtime rate~~ in place of the flat rate on-call pay. The current on-call rate of pay is $2.00 per hour.

Job Classification and Compensation Plan

The City shall develop and maintain a job classification and compensation plan covering all employees of the City. Each position within the City shall be classified into one of the City's classifications for salary purposes and assigned to a particular salary grade. No person shall be employed by the City for any position for which there is not a complete and accurate description within the plan. Market surveys shall be conducted every three to five years to update this plan. The Human Resources Department is responsible for all matters related to the development and maintenance of this plan.

Attached at the end of this Employee Handbook are the charts indicating the titles of positions, accompanying pay grade and FLSA classification, and the salary scale, titled Appendix A.

The position classification plan shall be used by the City of Sheridan in the following areas:

1. In providing standard job descriptions to promote understanding by public officials, employees and the general public.
2. In determining organizational structure, lines of authority, responsibilities and staffing requirements.
3. Creating an effective recruitment, examination and selection program.
4. Establishing an employee evaluation and training program.
5. Providing information to be used in the maintenance of the compensation plan.
6. Determining promotional steps and assisting in career growth.

Merit/Scale Increases

The City of Sheridan may award merit increases based on Governing Body approved funding (in the form of merit raises and/or merit payments, as defined below) to employees based on job performance as supported by annual performance appraisals.

The amount of each merit raise will be based upon the availability of funding and equitable allocation procedures proposed by the City administration and as approved by the Governing Body as a part of each annual budget. Merit increases may not exceed 5% in the employee's grade.

In the budget, the Governing Body will determine the total amount of funds available for merit increases.

A merit increase is defined as a compensation increase based on work performed but not associated with a promotion or change in job title. A merit increase may only be awarded once annually.

Two types of merit increases may be awarded:

- Merit Raise – An employee may be granted a merit raise that is added to the employee's base salary.

- Merit Payment – An employee may be granted a lump sum merit payment that is not added to the employee's base salary. Merit payments are subject to the standard payroll deductions.

The Governing Body will also determine during the budget process if an adjustment to the entire pay scale is necessary, supported by current market conditions and the availability of funds.

WORK ENVIRONMENT

Drugs & Alcohol

The City is committed to a safe, healthy, and productive work environment for all employees, free from the effects of illegal or non-prescribed drugs and alcoholic beverages. Use of drugs and alcohol alters employee judgment resulting in increased safety risks, employee injuries, and faulty decision making. Therefore, the use, possession, solicitation, sale of narcotics alcohol, prescription medication without a valid prescription, other illegal drug or other mid altering substances derived from marijuana or other illegal drugs while on duty is prohibited.

The Human Resources Department provides a list of community resources for substance abuse treatment and prevention services which is posted throughout the City.

Testing is an important element in the Company's efforts to ensure a safe and productive work environment. The City has issued a separate plan for this testing program. Please refer to the City of Sheridan Drug and Alcohol Plan for the full plan and contact the Human Resources Department or your supervisor if you have specific questions.

Tobacco

The City values its employees and sees smoke-free facilities as a healthier work environment. The City is dedicated to providing a healthful, comfortable, productive environment for all personnel.

The City of Sheridan prohibits the use of any form of tobacco products, whether smoke or smokeless tobacco, in City facilities and City vehicles. This includes, but is not limited to: cigarettes, pipes, chewing tobacco, and e-cigarettes (vaping).

Firearms

With the exception of the City's certified peace officers, employees shall not open carry, display, or wear a firearm or firearms while acting with the scop of their duties with the City.

With the exception of the City's certified peace officers, employees are not requested, required, or authorized to carry or use a concealed weapon while acting within the scope of their duties for the City. However, the City will not prevent or prohibit an employee from lawfully carrying a concealed weapon.

Any employee choosing to lawfully carry a concealed firearm shall store the firearm within a concealed biometric container or a lock box within the employee's direct control at all times when the firearm is not being carried on the employee's person.

Anti-Violence

Employees shall not at any time engage in physical or verbal intimidation (including profane language), threatening or violent conduct, vandalism, or sabotage. ~~When working, employees shall not use firearms and/or possess firearms on their person or in a City vehicle, or engage in any other act which in management's opinion is inappropriate in the workplace.~~ In addition, employees must refrain from making inappropriate or offensive comments regarding violent events and/or behavior. The prohibition of certain actions above are permissible if such actions are performed or conducted in a manner consistent with the professional standards which are required of the employee when acting within their official capacity. Employees are expected to report any prohibited conduct to their supervisor.

Employees should directly contact proper law enforcement authorities if they believe there is a serious threat to the safety and health of themselves or others.

Attendance

All employees are expected to be on time to work. In addition, regular attendance is considered an essential function and it is necessary for the efficient operation of the City.

Employees who are going to be absent or late must contact their supervisor as soon as possible prior to the start of their shift. Failure to call in when absent for two consecutive days will result in termination.

During times of inclement weather or natural disaster, it is essential that the City continue to provide vital public services. Therefore, it is expected that employees will make every reasonable effort to report to work provided that doing so does not endanger their personal safety. City Administration will notify employees of emergency closures via the City email system, or other designated means. Unless the City Administration announces an emergency closure applicable to an employee's position, an employee who is unable to report to work or leaves work early because of inclement weather conditions shall be required to use personal or vacation time or leave without pay for the time off.

Performance Appraisal

All City employees shall receive a written performance appraisal prepared by their supervisor on an annual basis. Appraisals are based on the job duties and responsibilities of the employee's position as identified by the approved job description as well as the City of Sheridan Core Values. All evaluations shall be discussed with employees and employees will sign the form to indicate that the evaluation was discussed with them. The original completed evaluation will be maintained with the employee's personnel file.

Any employee may submit a request for review if they do not agree with their performance appraisal. The request must be in writing and submitted to the Human Resources Department within 30 days after the appraisal is given. The Human Resources Department will review the appraisal with the appropriate personnel and respond to the employee in a timely manner.

Employment of Immediate Family (Nepotism Policy)

In some circumstances, hiring immediate family members of current employees may appear to involve favoritism and be detrimental to morale and organizational goals. To avoid any possibility of favoritism and to prevent other practices or situations which may be detrimental to the City and City employees, special rules have been developed regarding the hiring and employment of immediate family members.

Immediate family members may be considered for employment with the City. However, under no circumstance is a person to be hired or promoted simply because of a relationship with a current employee. Also, employees may not attempt to influence employment decisions on behalf of immediate family members.

Immediate family members must meet the requirements of the open position and all employment procedures will be followed in the hiring of an immediate family member.

Immediate family members may not work together on the same shift in the same department or be in a reporting relationship with each other.

If two employees on the same shift in the same department should marry or qualify as immediate family members through marriage, it will be necessary for one to move to another shift or department as soon as a position is available for which they have the necessary qualifications. Provided, with those located in the Police Department may continue in the Department when: (1) The employees are in different divisions and approval has been obtained by the Police Chief; or (2) If the employees are on the same shift, neither is in a supervisory role.

Outside Employment/Financial Interest

Employees of the City of Sheridan are required to provide the City with satisfactory job performance. Accordingly, employment with the City of Sheridan should be the first priority of all City employees. If an employee wishes to engage in outside employment or ownership in a business, the employee may do so upon completing the "Notice of Outside Employment of Financial Interest" form and having it approved by their Department Head, Human Resources Director, and the City Administrator. If the outside employment or business interest is determined to be a conflict of interest, the interest of the City shall prevail. The City of Sheridan recognizes and respects the individual employee's right to engage in activities outside of employment which are private in nature and do not in any way conflict with or reflect poorly on the City. It is not possible to define all the circumstances and relationships that might create a conflict of interest. If a situation arises where there is a potential conflict of interest, the employee should discuss this with a supervisor. The list below suggests some of the types of activity that indicate improper behavior:

1. Simultaneous employment by another company that is a competitor of or supplier to the City of Sheridan.

2. Carrying on City business with a company in which the employee, or a close relative of the employee, has a substantial ownership or interest

3. Holding a substantial interest in, or participating in the management of, a company from which the City makes purchases.

4. Accepting substantial gifts from an outside organization or company.

5. Misusing privileged information or revealing confidential data outside the City.

6. Using one's position in the City or knowledge of its affairs for personal gains.

Employees must also notify the City if they or an immediate family member have a financial interest in any company that does business with the City of Sheridan.

Electronic Use Policy

Employees of the City of Sheridan will be granted access to the Internet through the City's networked computer system. Access to City networks offers vast, diverse, and unique resources that should promote productivity by facilitating resource sharing, innovation, information gathering, and communication. City employees should be aware that City workstations, smart phones, tablets and other equipment, including any data, history or information kept, generated, located or transmitted on the electronic device is City property, not personal property, and should be used accordingly. The destruction, deletion or removal of any data, history or information; or prevention of transmission, with the intent to prevent it from being made available to the public or the City is a criminal offense and may be grounds from the employee's termination.

Employees who use our computer network will have access to information and people around the world. Unfortunately, it is possible to access unsuitable information or sites on the internet even though the City has installed filters and firewalls as preventative measures. The City is not responsible for the quality or content of material that has been created elsewhere. The City has developed guidelines to provide assistance in using the network appropriately.

Accessing the City's networked computer system is a privilege, not a right. The use of City networks should be in support of the functions, goals and objectives of the City. Employees using computers linked to the City network are responsible for adherence to City regulations at all times. It is suggested that Internet use be matched as closely as possible to work activities.

When using the City's networked computer system, City staff shall adhere to the following guidelines:

- Employees should not intentionally send anonymous messages or represent a message to have been written by someone else. All correspondence sent by network users should be clearly identifiable as to its originator. Personal communications between individuals or groups should not be quoted without the original author's prior consent.
- Employees shall not intentionally reveal anyone's personal information such as name, home address, or phone number using the City network. Employees are not to give out passwords, allow others to use their account, or use another individual's account.

- Employees are not to engage in vandalism. Vandalism is defined as any malicious attempt to physically deface, disable, or destroy computers, peripherals, or other network hardware, or to harm or destroy data or another user or any agencies or networks that are connected to the system. This includes, but is not limited to, the creation or intentional transmission of computer viruses or other malware or malicious code.

- The City may review, audit and download e-mail messages that are sent or received by its staff members and may monitor staff internet access. All email communication is considered public information.

Due to the technical nature of using the Internet, the City will not be held responsible for any damages that employees may suffer as a result of using the network. This would include the loss of data resulting from delays, non-deliveries, miss-deliveries, or service interruptions. Use of any information obtained via the City's internet service is at the employee's own risk. Any personal information stored on City computers may be subject to deletion. The City specifically denies any responsibility for the accuracy or quality of information obtained through its services. City computers are set-up to block unauthorized programs in an attempt to protect City computers and the network. Employees that compromise their workstation or the network could lose saved information should unauthorized use require the computer to be fixed. In this situation it may be necessary for City technicians to return the workstation to the base configuration.

City employees using the computer network are expected to act in a responsible, ethical, moral, and legal manner in accordance with City policy, regulations, and state, federal or local law. A number of actions are prohibited. No City employee may use the network:

1. To knowingly facilitate illegal activity.

2. To conduct commercial or for-profit activities, except for City purposes which have been approved.

3. To intentionally send or post comments which are slanderous or defamatory, or which violate state or federal laws or City policies against discrimination, including sexual harassment. City employees may not use the network to make threats of violence or to facilitate illegal harassment or stalking.

4. To knowingly engage in the unauthorized or illegal installation, distribution, reproduction, or use of copyrighted materials.

5. To intentionally access or email material which is illegal under state, federal, or local law, including, but not limited to child pornography or obscene materials, as defined by law. No City employee may use the network to intentionally access or email websites, files, video, images, text, or other material which is pornographic or sexually explicit.

6. To intentionally play games, find entertainment, or conduct personal (non-City) business, except that the employees may make occasional, but limited personal use of the network if such use is brief in duration, does not interfere with the performance of job duties, does not adversely impact the network resources, and is otherwise consistent with all City policies and regulations.

7. To intentionally obtain or modify files, passwords or data belonging to another user;

8. To log onto the network using someone else's password under false pretenses;

9. To fraudulently copy communications, or to knowingly modify files, or other electronic media;

10. To intentionally destroy, modify, or abuse City hardware or software;

11. Any other offense or infraction that the City deems inappropriate.

All computer files, documents, and software created or stored on the City's computer systems are subject to review and inspection at any time. Employees should not assume that any such information is confidential, including e-mail either sent or received.

The inappropriate use of electronic information can be considered a breach of City policy and it may be a violation of local, state, or federal laws. Employees that violate the terms of this policy may be subject to disciplinary actions including termination. (Employees covered by Civil Service may be referred to the appropriate Civil Service Commission.) The City reserves the right to deny network access to any user identified as a security risk. In more serious situations, violators will be turned over to the proper legal authorities.

Disciplinary Action

Occasionally performance or other behavior falls short of the City's standards and/or expectations. This could be among other reasons, unacceptable job performance, violations of City or departmental policy or nonconformance with acceptable employee behavior.

In the event that discipline is necessary, the following types of actions may be used, depending on the specific circumstances:

- Verbal Counseling or Coaching
- Written Disciplinary Notice
- Performance Improvement Plan
- Suspension
- Demotion
- Termination

Department heads or supervisors in consultation with the Human Resources Director and the City Administrator shall determine the form of discipline to be applied in any particular circumstance. The City utilizes its discretion to determine when employee discipline is appropriate, and what disciplinary measures are appropriate under any particular circumstance. Depending on the nature, frequency and severity of the violations involved, and the position and performance history of the employee, disciplinary action may take any of the forms listed above,

or any other measure that the City believes may be effective in addressing the situation. Disciplinary action is not limited to these actions, nor will discipline necessarily be progressive, which means that the City reserves the right to select any disciplinary measure without first using less serious measures, depending on the circumstances. All employees are at-will employees, meaning that either the City or the employee can terminate the employment relationship at any time with or without cause or notice. The fact that the City may decide to impose discipline rather than termination in any particular situation does not alter the at-will nature of the employment relationship.

Termination of an employee shall be the responsibility of the Department Head. The Human Resources Director and City Administrator must approve such action in advance.

Dispute Resolution Process

An employee who disagrees with or is dissatisfied with a City action or policy should promptly discuss the matter with their immediate supervisor, where appropriate. This discussion should be held shortly after the incident. Timely held discussions will enhance the City's ability to resolve concerns while they are fresh in everyone's mind. The majority of misunderstandings can be resolved at this level.

If the solution offered is not satisfactory, or it is inappropriate to go to the supervisor, then employees are encouraged to take the problem to the next level or the Human Resources Director, whichever is appropriate.

Ethical Conduct

Employees shall conduct their official duties with integrity, impartiality, and in the public interest. They shall conduct both their official and private affairs so as not to give a reasonable basis for the impression that any employee can be improperly influenced in the performance of their official duties. Employees shall conduct themselves as to maintain public confidence in the City. Employees should avoid the appearance of conflict between public duties and private interests.

Job Vacancies and Posting

Notices of any vacancies in the City shall be sent to all departments by the Human Resources Department to be posted on a bulletin board, located in each department, at the same time as the position is advertised to the general public.

Personnel Files

The City keeps a personnel file as a record of your employment. It is important for this record to be up-to-date and complete. This enables the City to reach you in an emergency, forward your mail, and properly maintain your insurance and other benefits. It also helps keep track of your payroll deductions and many other things that concern you as an employee. Notify the Human Resources Department immediately if you have changes in any of the following areas: Name, residence, telephone, email, marital status, insurance changes, tax changes, emergency contact, and other relevant information.

Vehicle Policy

City vehicles shall be operated in compliance with existing State Statutes, City Ordinances, and City policies and procedures. This policy shall supersede any former or current individual departmental or divisional policies.

Employees operating City vehicles must have in their immediate possession a current, valid, and applicable vehicle operator's license. Motor Vehicle Records (MVR) will be checked annually on all employees. The MVR will be reviewed to ascertain if the employee holds a valid license, and their driving record is within the parameters set by City management. Should an employee knowingly have an invalid, canceled or suspended license, for any reason, they shall immediately notify their supervisor.

MVR checks which reveal any of the following:

- Driving while intoxicated or while disabled by use of drugs;
- Refusal to take a breath analyzer test;
- Two or more preventable accidents in a twelve (12) month period;
- Fleeing the scene of an accident;
- Homicide or assault arising out of the operation of a motor vehicle, or criminal negligence in the operation of a motor vehicle resulting in death;
- Driving while license is suspended or revoked;
- Reckless or dangerous driving which results in injury to a person;
- Racing;
- Passing a stopped school bus;

may disqualify the employee from driving any City vehicle, or those vehicles in the care and custody of the City. The disqualification will last until the MVR again meets City requirements, the employee has met management requirements or indefinitely, if management determines necessary.

Employees must meet the requirements to be covered by the City's liability and property insurance at no additional expense to drive City vehicles.

Safety Issues:

City vehicles shall be operated in a reasonable and prudent manner. Safety devices (horns, lights, warning devices, etc.) shall be operable and properly utilized. Where existing, seatbelts shall be continuously worn by all occupants of City vehicles. Seatbelts must be worn by any employee driving for the purpose of work, whether in a personal or City-owned vehicle. Vehicle operators shall not be under the influence of any alcoholic beverage or prohibited drug, nor shall the odor of same be on or about their person.

Operator of City Vehicles:

Except as authorized in writing by the City Administrator, City vehicles shall be operated only by City employees authorized to do so by their Department Head. In the case of a clearly immediate and present emergency, a City vehicle may be temporarily operated by an employee or other person not otherwise authorized for its operation. When not in actual use, or when left unattended in the course of carrying out City business, City vehicles shall be properly secured. When not in actual use, City vehicles shall be properly parked or otherwise housed on city property with the exception of when the vehicle is parked at the residence of an employee who is officially on-call.

Use of City Vehicles:

While City vehicles are legitimate tools for performing City business, their use is also accompanied by serious responsibility and accountability. Employees will present a professional image and exhibit exemplary driving behavior when operating or otherwise utilizing City vehicles. To this end, employees shall at all times consider the public's perception of City vehicle appearance, operator/occupant behavior, and vehicle use and location. Except as otherwise

specified, City vehicles shall be used for official City business only. In no circumstances shall City vehicles be directly or indirectly used for purposes of personal gain.

Special Provisions:

Passengers – passengers in City vehicles are limited to:

- Employees transported for purposes of carrying out official City business.
- Persons participating in an approved ride-along program.
- Persons transported during extreme emergency situation.
- Persons transported in conjunction with an arrest or other legitimate public safety matter.
- Non-employees transported for purposes of carrying out other legitimate City business.
- Other passengers as approved in writing by the applicable Department Head and City Administrator.

The City will also run an annual query of the Commercial Drivers License Drug and Alcohol Clearinghouse for all employees who are required by their job to have a Commercial Drivers License.

Employees operating City vehicles on an as-needed or On-call basis are responsible for ensuring the reasonable maintenance, safety, repair, and cleanliness of the vehicle operated while in their care.

Employees temporarily assigned an On-call Vehicle for on-call purposes may use such vehicle for commuting while assigned.

Employees assigned an Emergency Service Vehicle may use such vehicle for deminimus personal purposes (the occasional stop or errand performed between work locations or commuting points).

Travel Policy

For all business-related travel, employees shall complete the Request to Attend Training or Travel Pre-Approval Forms. The forms are to be submitted to the City Administrator, through the Director of Human Resources, for signature prior to attendance.

Employees shall refer to the formal Travel Policy for information on travel expense reimbursements.

Two Way Radio, Cellular Telephone & Personal Electronic Device Use Policy

City issued and personal Cellular Telephones, two-way radios and other personal electronic devices (communication devices) are issued to enhance communications and provide for better customer service and should be used in a safe and appropriate manner.

This Policy:

a. Applies to all City employees and volunteers, except where specifically exempted.

b. Applies to the use of both city and personal cell phones; and personal electronic devices Supervisors may determine are unsafe.

c. Applies to the operation of city-owned vehicles at all times.

d. For personal communications devices, this policy applies when “on the clock” for the City, including when operating a personal vehicle when “on the clock”.

e. For City issued personal communication devices, this policy applies at all times regardless of whether the employee is working.

f. Applies when use interferes with the performance of job tasks.

g. Shall serve as the base Policy. Individual Department Heads and Division Managers and Supervisors may enact more stringent policies and directives for their individual departments and divisions.

The following are some guidelines for appropriate uses:

<u>All employees shall:</u>

h. Avoid unnecessary cell phone or two-way radio use.

i. Keep two-way radio traffic and cell phone conversations brief.

j. Pull off the road and stop before dialing to make calls or receiving calls.

k. Do not drive while talking on the cell phone unless you have hands free models/adapters or other technological advances for improved safety and your department otherwise permits it.

l. Avoid any other activities that can lead to distracted driving.

Employees shall also comply with all current applicable laws (City, State and Federal).

Honor Code

It is the policy of the City of Sheridan that all employees are to report to management any activity that he/she considers to be illegal or dishonest. The employee is not responsible for investigating the activity or for determining fault or corrective measures; appropriate management officials are charged with these responsibilities. Examples of illegal or dishonest activities are violations of federal, state, or local laws including but not limited to discrimination, harassment, OSHA concerns, ADA, FMLA, etc. If any employee has knowledge of or a concern of illegal or dishonest fraudulent activity, the employee is to contact his/her immediate supervisor or the Human Resources Director. The employee must exercise sound judgment to avoid baseless allegations. An employee who files a false report of wrongdoing will be subject to the City's disciplinary process. Protections are provided for the reporting employee in two important areas -- confidentiality and against retaliation. Insofar as possible, the confidentiality of the employee will be maintained. However, identity may have to be disclosed to conduct a thorough investigation, to comply with the law and to provide accused individuals their legal rights of defense. The City will not retaliate against a reporting employee. This includes, but is not limited to, protection from retaliation in the form of an adverse employment action such as termination, compensation decreases, or poor work assignments. Any employee who believes he/she is being retaliated against for reporting an illegal or dishonest activity must contact the Human Resources Director immediately. The right of the employee for protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated.

Severability Clause

If any part of this handbook shall be held to be unconstitutional or invalid, it shall not affect the balance of this Employee Handbook.

ACKNOWLEDGMENT OF RECEIPT

I HAVE RECEIVED A COPY OF THE EMPLOYEE HANDBOOK DATED 6/16/25~~12/16/24~~. I UNDERSTAND THAT I AM TO BECOME FAMILIAR WITH ITS CONTENTS. FURTHER, I UNDERSTAND:

THE INFORMATION IN THIS HANDBOOK IS FOR GENERAL INFORMATION ONLY. IT GENERALLY OUTLINES YOUR RESPONSIBILITIES, BENEFITS, AND CITY GUIDELINES RELATED TO THE WORKPLACE. THE GUIDELINES, PRACTICES, AND PROGRAMS DESCRIBED IN THE HANDBOOK ARE SUBJECT TO CHANGE AT ANY TIME WITH OR WITHOUT NOTICE AND MAY NOT BE ALL-INCLUSIVE. WHERE THIS HANDBOOK CONFLICTS WITH BENEFIT PLAN DOCUMENTS, CIVIL SERVICE STATUTES, OR A COLLECTIVE BARGAINING AGREEMENT, THE PLAN DOCUMENTS, STATUTES, AND THE AGREEMENT WILL PREVAIL.

AT THE CITY OF SHERIDAN, NEITHER THE EMPLOYEE NOR THE CITY IS COMMITTED TO AN EMPLOYMENT RELATIONSHIP FOR A FIXED PERIOD OF TIME. EMPLOYMENT WITH THE CITY OF SHERIDAN IS AT-WILL. EITHER THE EMPLOYEE OR THE CITY HAS THE RIGHT TO TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, FOR ANY REASON (EXCEPT INSOFAR AS SUCH MAY BE COVERED BY A LEGALLY BINDING COLLECTIVE BARGAINING AGREEMENT OR CIVIL SERVICE RULES). THIS HANDBOOK AND ANY VERBAL STATEMENTS BY THE CITY ARE NOT INTENDED TO AND WILL NOT CONSTITUTE A CONTRACT OF EMPLOYMENT, EITHER EXPRESSED OR IMPLIED, NOR IS THERE A GUARANTEE OF EMPLOYMENT FOR ANY SPECIFIC DURATION. NO REPRESENTATIVE OF THE CITY, OTHER THAN THE GOVERNING BODY, HAS AUTHORITY TO ENTER INTO AN AGREEMENT OF EMPLOYMENT FOR ANY SPECIFIED PERIOD AND SUCH AGREEMENT MUST BE IN WRITING, APPROVED BY THE GOVERNING BODY, AND SIGNED BY THE EMPLOYEE. THIS HANDBOOK SUPERCEDES ALL PREVIOUSLY ISSUED EDITIONS.

_____ _____

EMPLOYEE NAME (PRINTED) DATE

_____

EMPLOYEE SIGNATURE

APPENDIX A

Position/Grade Analysis

DEPT	POSITION	GRADE	FLSA
AD/1	City Administrator	28	E
AD/2	Executive Assistant	16	NE
CC/1	City Clerk	23	E
CC/2	Deputy City Clerk	16	NE
CC/3	Municipal Court Clerk	14	NE
CC/4	Assistant Clerk	12	NE
FD/1	Fire Chief	25	E
FD/2	Division Chief - Operations	DC	E
FD/3	Division Chief – Fire Marshal	DC	E
FD/4	Battalion Chief	BC	NE
FD/5	Lieutenant	F3	NE
FD/6	Firefighter	FF	NE
FD/7	Administrative Coordinator	14	NE
HR/1	Human Resources Director	25	E
HR/2	Senior Human Resources Generalist	18	E
HR/2	Human Resources Generalist	16	E
PD/1	Police Chief	25	E
PD/2	Police Captain	23	E
PD/3	Police Lieutenant	22	E
PD/4	Police Sergeant	20	NE
PD/6	Police Corporal	18	NE
PD/7	Police Officer	17	NE
PD/8	Administrative Coordinator	14	NE
PD/9	Community Service Officer	13	NE
PD/10	Communications Technician	13	NE
PD/11	Evidence Technician	12	NE
PD/12	Records Technician	10	NE
PK/1	Parks Director	25	E
PK/2	Parks Superintendent	21	E
PK/3	Golf Course Superintendent	16	NE
PK/4	Natural Resources Coordinator	14	NE
PK/5	Assistant Golf Course Superintendent	14	NE
PK/6	Landscape Technician	12	NE
PK/7	Cemetery Foreman	12	NE
PK/8	Grounds Maintenance Coordinator	12	NE
PK/9	Weed & Pest Technician	12	NE
PK/10	Grounds Maintenance Worker II	11	NE
PK/10	Grounds Maintenance Worker I	10	NE
PW/1	Public Works Director	25	E
PW/2	Administrative Coordinator	14	NE
PW/3	Fleet & Administrative Coordinator	15	NE

PW-BD/1	Building Official	22	E
PW-BD/2	Building Department Supervisor	18	E
PW-BD/3	Building Inspector II	19	NE
PW-BD/3	Building Inspector I	17	NE
PW-BD/4	Permit Technician II	14	NE
PW-BD/5	Permit Technician I	12	NE
PW-BD/6	Code Compliance Officer	17	NE
PW-CD/1	Community Development Director	23	E
PW-CD/2	Planning Technician	14	NE
PW-CE/1	City Engineer	24	E
PW-CE/3	Senior Project Engineer	22	E
PW-CE/4	Project Engineer	21	E
PW-CE/5	Engineering Technician	19	E
PW-SHP/1	Shop Supervisor	17	E
PW-SHP/2	Mechanic II	14	NE
PW-SHP/3	Mechanic I	13	NE
PW-ST/1	Operations Superintendent	21	E
PW-ST/2	Street Maintenance Supervisor	17	NE
PW-ST/3	Street Maintenance Specialist II	14	NE
PW-ST/4	Street Maintenance Specialist I	13	NE
PW-ST/5	Street Maintenance Technician III	12	NE
PW-ST/6	Street Maintenance Technician II	11	NE
PW-ST/7	Street Maintenance Technician I	10	NE
PW-ST/8	Administrative Assistant	12	NE
PW-TS/1	Traffic & Sign Supervisor	17	NE
PW-TS/2	Signals/Lighting Technician III	13	NE
PW-TS/3	Signals/Lighting Technician II	12	NE
PW-TS/4	Signals/Lighting Technician I	11	NE
PW-TS/5	Signs/Markings Technician III	13	NE
PW-TS/6	Signs/Markings Technician II	12	NE
PW-TS/7	Signs/Markings Technician I	11	NE
TR/1	City Treasurer	25	E
TR/2	Assistant City Treasurer	21	E
TR/3	Staff Accountant	17	E
TR/4	Accounts Payable/Payroll Technician	14	NE
TR/5	Accounting Receivable/Payable Technician	12	NE
TR/10	Purchasing/Accounts Payable Technician	12	NE
UT/1	Utilities Director	25	E
UT/2	Administrative Coordinator	14	NE
UT-CS/1	Customer Service Supervisor	19	E
UT-CS/2	Customer Service Specialist	12	NE
UT-IT/1	Information Technology Manager	22	E
UT-IT/2	Information Technology Specialist	17[1]	NE

[1] May be designated Senior Information Technology Specialist and placed a grade 19.

UT-SW/1	Solid Waste Superintendent	21	E
UT-SW/2	Landfill Supervisor	17	E
UT-SW/3	Sanitation & Recycling Supervisor	17	E
UT-SW/4	Solid Waste & Recycling Coordinator	14	NE
UT-SW/5	Senior Landfill Equipment Operator	14	NE
UT-SW/6	Senior Sanitation/Recycling Equip Operator	14	NE
UT-SW/7	Landfill Equipment Operator IV	13	NE
UT-SW/8	Sanitation & Recycling Equipment Operator IV	13	NE
UT-SW/9	Landfill Technician	12	NE
UT-SW/10	Landfill Equipment Operator III	12	NE
UT-SW/11	Sanitation & Recycling Equipment Operator III	12	NE
UT-SW/12	Landfill Equipment Operator II	11	NE
UT-SW/13	Sanitation & Recycling Equipment Operator II	11	NE
UT-SW/14	Landfill Equipment Operator I	10	NE
UT-SW/15	Sanitation & Recycling Equipment Operator I	10	NE
UT-SW/16	Landfill Attendant	10	NE
UT-UM/1	Utility Maintenance Superintendent	21	E
UT-UM/2	Utility Maintenance Supervisor	17	NE
UT-UM/3	Utility Maintenance Operator III	14	NE
UT-UM/4	Utility Maintenance Operator II	13	NE
UT-UM/5	Utility Maintenance Operator I	12[1]	NE
UT-UM/5	Utility Maintenance Operator in Training	12[1]	NE
UT-UM/6	Administrative Assistant	12	NE
UT-US/1	Assistant Utilities Director	23	E
UT-US/2	Utility Services Technician	17	NE
UT-US/3	GIS Specialist	16	NE
UT-WT/1	Water Supply &Treatment Superintendent	21	E
UT-WT/2	Water Treatment Plant Supervisor	17	NE
UT-WT/3	Source Water-Intake Operator	14	NE
UT-WT/4	Water Treatment Plant Operator IV	14	NE
UT-WT/4	Water Treatment Plant Operator III	13	NE
UT-WT/4	Water Treatment Plant Operator II	12	NE
UT-WT/4	Water Treatment Plant Operator I	12	NE
UT-WT/4	Water Treatment Plant Operator in Training	12	NE
UT-WT/5	Office Assistant	10	NE
UT-WWT/1	Wastewater Treatment Superintendent	21	E
UT-WWT/2	WWTP Operations Coordinator	15	NE
UT-WWT/3	WWTP Maintenance Mechanic Coordinator	15	NE
UT-WWT/4	Senior WWTP Maintenance Mechanic	14	NE
UT-WWT/5	Wastewater Treatment Plant Operator IV	14	NE
UT-WWT/4	WWTP Mechanic Technician II	13	NE
UT-WWT/6	Wastewater Treatment Plant Operator III	13	NE
UT-WWT/7	Wastewater Treatment Plant Operator II	12	NE
UT-WWT/4	WWTP Mechanic in Training/Mechanic I	12	NE
UT-WWT/8	Wastewater Treatment Plant Operator I	12	NE
UT-WWT/8	Wastewater Treatment Plant Operator in Training	12	NE

Appendix A - City of Sheridan Salary Scale – 7/1/25

Grade	A	B	C	D	E	F	G	H	I	J	K	L	M	N
1	27,956.70	28,306.16	28,659.99	29,018.24	29,380.96	29,748.23	30,120.08	30,496.58	30,877.79	31,263.76	31,654.56	32,050.24	32,450.87	32,856.50
2	29,372.01	29,739.16	30,110.90	30,487.28	30,868.38	31,254.23	31,644.91	32,040.47	32,440.98	32,846.49	33,257.07	33,672.78	34,093.69	34,519.86
3	30,858.97	31,244.70	31,635.26	32,030.70	32,431.09	32,836.48	33,246.93	33,662.52	34,083.30	34,509.34	34,940.71	35,377.47	35,819.69	36,267.43
4	32,421.20	32,826.47	33,236.80	33,652.26	34,072.91	34,498.82	34,930.06	35,366.68	35,808.77	36,256.38	36,709.58	37,168.45	37,633.06	38,103.47
5	34,062.53	34,488.31	34,919.41	35,355.90	35,797.85	36,245.33	36,698.39	37,157.12	37,621.59	38,091.86	38,568.00	39,050.10	39,538.23	40,032.46
6	35,786.94	36,234.28	36,687.21	37,145.80	37,610.12	38,080.25	38,556.25	39,038.20	39,526.18	40,020.26	40,520.51	41,027.02	41,539.85	42,059.10
7	37,598.65	38,068.64	38,544.50	39,026.30	39,514.13	40,008.06	40,508.16	41,014.51	41,527.19	42,046.28	42,571.86	43,104.01	43,642.81	44,188.34
8	39,502.09	39,995.86	40,495.81	41,002.01	41,514.53	42,033.47	42,558.88	43,090.87	43,629.51	44,174.87	44,727.06	45,286.15	45,852.23	46,425.38
9	41,501.88	42,020.65	42,545.91	43,077.74	43,616.21	44,161.41	44,713.43	45,272.35	45,838.25	46,411.23	46,991.37	47,578.76	48,173.49	48,775.66
10	43,602.91	44,147.95	44,699.80	45,258.55	45,824.28	46,397.08	46,977.04	47,564.26	48,158.81	48,760.80	49,370.31	49,987.43	50,612.28	51,244.93
11	45,810.31	46,382.94	46,962.73	47,549.76	48,144.13	48,745.93	49,355.26	49,972.20	50,596.85	51,229.31	51,869.68	52,518.05	53,174.52	53,839.21
12	48,129.46	48,731.08	49,340.21	49,956.97	50,581.43	51,213.70	51,853.87	52,502.04	53,158.32	53,822.80	54,495.58	55,176.77	55,866.48	56,564.82
13	50,566.01	51,198.09	51,838.06	52,486.04	53,142.11	53,806.39	54,478.97	55,159.96	55,849.46	56,547.57	57,254.42	57,970.10	58,694.73	59,428.41
14	53,125.91	53,789.99	54,462.36	55,143.14	55,832.43	56,530.34	57,236.97	57,952.43	58,676.83	59,410.30	60,152.92	60,904.84	61,666.15	62,436.97
15	55,815.41	56,513.11	57,219.52	57,934.76	58,658.95	59,392.19	60,134.59	60,886.27	61,647.35	62,417.94	63,198.17	63,988.14	64,787.99	65,597.84
16	58,641.07	59,374.08	60,116.26	60,867.71	61,628.56	62,398.92	63,178.90	63,968.64	64,768.25	65,577.85	66,397.57	67,227.54	68,067.89	68,918.74
17	61,609.77	62,379.90	63,159.64	63,949.14	64,748.50	65,557.86	66,377.33	67,207.05	68,047.14	68,897.73	69,758.95	70,630.94	71,513.82	72,407.75
18	64,728.77	65,537.88	66,357.10	67,186.57	68,026.40	68,876.73	69,737.69	70,609.41	71,492.03	72,385.68	73,290.50	74,206.63	75,134.21	76,073.39
19	68,005.66	68,855.73	69,716.43	70,587.89	71,470.23	72,363.61	73,268.16	74,184.01	75,111.31	76,050.20	77,000.83	77,963.34	78,937.88	79,924.60
20	71,448.45	72,341.55	73,245.82	74,161.40	75,088.41	76,027.02	76,977.36	77,939.57	78,913.82	79,900.24	80,899.00	81,910.23	82,934.11	83,970.79
21	78,865.72	79,851.54	80,849.69	81,860.31	82,883.56	83,919.60	84,968.60	86,030.71	87,106.09	88,194.92	89,297.35	90,413.57	91,543.74	92,688.04
22	87,053.00	88,141.16	89,242.92	90,358.46	91,487.94	92,631.54	93,789.44	94,961.80	96,148.83	97,350.69	98,567.57	99,799.66	101,047.16	102,310.25
23	96,090.22	97,291.35	98,507.49	99,738.83	100,985.57	102,247.89	103,525.99	104,820.06	106,130.31	107,456.94	108,800.15	110,160.16	111,537.16	112,931.37
24	100,954.79	102,216.72	103,494.43	104,788.11	106,097.96	107,424.19	108,766.99	110,126.58	111,503.16	112,896.95	114,308.16	115,737.01	117,183.73	118,648.52
25	106,065.62	107,391.44	108,733.84	110,093.01	111,469.17	112,862.54	114,273.32	115,701.74	117,148.01	118,612.36	120,095.01	121,596.20	123,116.15	124,655.10
26	117,076.60	118,540.06	120,021.81	121,522.08	123,041.11	124,579.12	126,136.36	127,713.07	129,309.48	130,925.85	132,562.42	134,219.45	135,897.20	137,595.91
27	129,230.66	130,846.05	132,481.62	134,137.64	135,814.36	137,512.04	139,230.94	140,971.33	142,733.47	144,517.64	146,324.11	148,153.16	150,005.08	151,880.14
28	142,646.47	144,429.55	146,234.92	148,062.86	149,913.65	151,787.57	153,684.91	155,605.97	157,551.05	159,520.43	161,514.44	163,533.37	165,577.54	167,647.26

O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC
33,267.21	33,683.05	34,104.09	34,530.39	34,962.02	35,399.04	35,841.53	36,289.55	36,743.17	37,202.46	37,667.49	38,138.33	38,615.06	39,097.75	39,586.47
34,951.36	35,388.25	35,830.61	36,278.49	36,731.97	37,191.12	37,656.01	38,126.71	38,603.29	39,085.83	39,574.41	40,069.09	40,569.95	41,077.08	41,590.54
36,720.77	37,179.78	37,644.53	38,115.09	38,591.53	39,073.92	39,562.34	40,056.87	40,557.58	41,064.55	41,577.86	42,097.58	42,623.80	43,156.60	43,696.06
38,579.76	39,062.01	39,550.29	40,044.66	40,545.22	41,052.04	41,565.19	42,084.75	42,610.81	43,143.45	43,682.74	44,228.78	44,781.63	45,341.41	45,908.17
40,532.86	41,039.52	41,552.52	42,071.93	42,597.82	43,130.30	43,669.43	44,215.29	44,767.99	45,327.58	45,894.18	46,467.86	47,048.71	47,636.81	48,232.27
42,584.84	43,117.15	43,656.12	44,201.82	44,754.34	45,313.77	45,880.19	46,453.69	47,034.36	47,622.29	48,217.57	48,820.29	49,430.55	50,048.43	50,674.03
44,740.70	45,299.96	45,866.21	46,439.53	47,020.03	47,607.78	48,202.88	48,805.41	49,415.48	50,033.17	50,658.59	51,291.82	51,932.97	52,582.13	53,239.41
47,005.70	47,593.27	48,188.18	48,790.54	49,400.42	50,017.92	50,643.15	51,276.19	51,917.14	52,566.10	53,223.18	53,888.47	54,562.07	55,244.10	55,934.65
49,385.36	50,002.68	50,627.71	51,260.56	51,901.31	52,550.08	53,206.96	53,872.04	54,545.44	55,227.26	55,917.60	56,616.57	57,324.28	58,040.83	58,766.34
51,885.49	52,534.06	53,190.74	53,855.62	54,528.82	55,210.43	55,900.56	56,599.31	57,306.81	58,023.14	58,748.43	59,482.79	60,226.32	60,979.15	61,741.39
54,512.20	55,193.60	55,883.52	56,582.06	57,289.34	58,005.45	58,730.52	59,464.65	60,207.96	60,960.56	61,722.57	62,494.10	63,275.28	64,066.22	64,867.05
57,271.88	57,987.77	58,712.62	59,446.53	60,189.61	60,941.98	61,703.76	62,475.05	63,255.99	64,046.69	64,847.27	65,657.87	66,478.59	67,309.57	68,150.94
60,171.26	60,923.41	61,684.95	62,456.01	63,236.71	64,027.17	64,827.51	65,637.85	66,458.33	67,289.05	68,130.17	68,981.79	69,844.07	70,717.12	71,601.08
63,217.43	64,007.65	64,807.75	65,617.85	66,438.07	67,268.54	68,109.40	68,960.77	69,822.78	70,695.56	71,579.26	72,474.00	73,379.92	74,297.17	75,225.89
66,417.82	67,248.04	68,088.64	68,939.75	69,801.50	70,674.01	71,557.44	72,451.91	73,357.56	74,274.53	75,202.96	76,142.99	77,094.78	78,058.47	79,034.20
69,780.22	70,652.47	71,535.63	72,429.82	73,335.20	74,251.89	75,180.03	76,119.79	77,071.28	78,034.67	79,010.11	79,997.73	80,997.70	82,010.18	83,035.30
73,312.84	74,229.25	75,157.12	76,096.58	77,047.79	78,010.89	78,986.02	79,973.35	80,973.02	81,985.18	83,009.99	84,047.62	85,098.21	86,161.94	87,238.97
77,024.31	77,987.11	78,961.95	79,948.97	80,948.33	81,960.19	82,984.69	84,022.00	85,072.28	86,135.68	87,212.37	88,302.53	89,406.31	90,523.89	91,655.44
80,923.66	81,935.21	82,959.40	83,996.39	85,046.34	86,109.42	87,185.79	88,275.61	89,379.06	90,496.30	91,627.50	92,772.84	93,932.51	95,106.66	96,295.49
85,020.42	86,083.18	87,159.22	88,248.71	89,351.82	90,468.71	91,599.57	92,744.57	93,903.87	95,077.67	96,266.14	97,469.47	98,687.84	99,921.44	101,170.45
93,846.64	95,019.72	96,207.47	97,410.06	98,627.69	99,860.53	101,108.79	102,372.65	103,652.31	104,947.96	106,259.81	107,588.06	108,932.91	110,294.57	111,673.25
103,589.13	104,883.99	106,195.04	107,522.48	108,866.51	110,227.34	111,605.18	113,000.25	114,412.75	115,842.91	117,290.95	118,757.08	120,241.55	121,744.57	123,266.37
114,343.01	115,772.30	117,219.46	118,684.70	120,168.26	121,670.36	123,191.24	124,731.13	126,290.27	127,868.90	129,467.26	131,085.60	132,724.17	134,383.22	136,063.01
120,131.63	121,633.28	123,153.69	124,693.11	126,251.78	127,829.92	129,427.80	131,045.64	132,683.72	134,342.26	136,021.54	137,721.81	139,443.33	141,186.37	142,951.20
126,213.29	127,790.96	129,388.35	131,005.70	132,643.27	134,301.31	135,980.08	137,679.83	139,400.83	141,143.34	142,907.63	144,693.98	146,502.65	148,333.93	150,188.11
139,315.86	141,057.31	142,820.52	144,605.78	146,413.35	148,243.52	150,096.56	151,972.77	153,872.43	155,795.84	157,743.28	159,715.08	161,711.51	163,732.91	165,779.57
153,778.64	155,700.88	157,647.14	159,617.73	161,612.95	163,633.11	165,678.52	167,749.50	169,846.37	171,969.45	174,119.07	176,295.56	178,499.25	180,730.49	182,989.63
169,742.85	171,864.63	174,012.94	176,188.10	178,390.45	180,620.33	182,878.09	185,164.07	187,478.62	189,822.10	192,194.87	194,597.31	197,029.78	199,492.65	201,986.31

CITY OF SHERIDAN, WYOMING

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

Park's Department

MEMORANDUM

RE: Discussion of a Five-year Renewal Agreement with Sheridan Recreation District - Parks Director Steve Gage

From: Steve Gage, Parks Director

To: City Council

CC: City Administrator Stuart McRae

Date: 06/09/2025

Recommendation:

Staff recommends that Mayor and City Council approve the renewal of a five-year operating agreement with the Sheridan Recreation District.

Background:

Historically, the City and Recreation District have entered into multiple contracts and extensions regarding the operation of City facilities. In past agreements, the Recreation District has agreed to manage, operate, maintain and regulate the setting of user fees, scheduling entities and individuals requesting use of the developed parks and recreational facilities owned by the City. Both parties have agreed to take all reasonable and necessary action to best serve the recreational needs of the community.

Discussion:

Minor changes have been made to the new proposed five-year contract that would become effective July1,2025. They include:

- The removal of Blacktooth Park from the list of areas to be maintained by the Recreation District.
- The establishment of current Asset Management Maintenance Standards recommended by the 2019 Park Facilities, Pathways and Open Spaces Master Plan.

Attachments

Recreation District Agreement

OPERATING AGREEMENT

THIS OPERATING AGREEMENT (hereinafter "Agreement") is made and entered into effective July 1, 2025, by and between the **CITY OF SHERIDAN, WYOMING,** a Wyoming municipal corporation, by and through its City Governing Body, whose principal place of business is located at 55 Grinnell Plaza, Sheridan Wyoming, 82801 (hereinafter referred to as "City"), and the **SHERIDAN RECREATION DISTRICT,** by and through its Board of Directors, whose principal place of business is located at Thorne-Rider Park, P. O. Box 6308, Sheridan Wyoming, 8280l (hereinafter referred to as "Recreation District").

Recitals

A. By virtue of Wyo. Stat. Ann. § l 8-9-202(b), the Recreation District Board (hereinafter referred to as the "District Board") has the power to manage, operate, and regulate the recreational systems and may take any steps necessary to insure the safe, economical, and enjoyable operation of the system.

B. The City and Recreation District have entered into multiple contracts and extensions thereof regarding the operation of City facilities. Those prior contracts and extensions have expired and are no longer controlling.

C. The City and the Recreation District, for the purpose of defining the duties and responsibilities of the City and the Recreation District concerning the operation, management, and regulation of the recreational system, desire to enter into this Agreement and both the Recreation District and the City find this Agreement to be in the best interests of the citizens within the boundaries of the Recreation District.

Agreement

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:

1. **Effective Date and Term of Agreement.** This Agreement is effective July 1, 2025, and terminates on June 30, 2030, unless extended by mutual agreement of the City and the Recreation District as provided in Paragraph 13. Provided, however, this Agreement may be terminated by either party upon sixty (60) days written notice to the other party of its intent to do so. Notice shall be deemed to have been given, and the time period stated above shall be deemed to have commenced, on the date of actual and personal receipt of such written notice by an authorized representative of the receiving party.

2. **Budget and Finances of the Recreation District.** The funding of the Recreation District shall be derived from the following sources:

    a. From revenues generated from the taxes authorized in Wyo. Stat. Ann. §§ 18-9-201 and 202, as amended, or by other taxes or Statutes, including, but not limited to, mill levies, or fractions thereof, as approved by the City or School District for the benefit of the Recreation District;

    b. From revenues generated in programs and facility operations, including, but not limited to, grants, fees, and charges as established by the Recreation District;

c. From the City for operations assigned to the Recreation District for the developed and undeveloped parks and recreational facilities owned and/or leased by the City and described in **Exhibit A**, attached hereto and incorporated herein**.** Such amount to be presented annually in a budget by the Executive Director of the Recreation District, subject to approval first by the District Board, and then by the City Governing Body, with payment made by the City to the Recreation District on a quarterly basis from the time of final budget approval, as follows: July 1 - 35%; October 1 - 25%; January 1 - 15%; April 1 - 25%. Any park which reverts to the City's control, per the terms described in Exhibit A, shall also correspond with a reduction in the amount of money paid to the Recreation District for the maintenance of the park. The reduction in the amount of money shall be proportionate to the expenses the Recreation District incurred for that park (average of the prior three (3) fiscal years) from funds received by the City compared to all of the funds the Recreation District received by the City (average of the prior three (3) fiscal years) and prorated to the date the park reverts to the City's control.

d. From the City to the Recreation District for shared expenses with the School District for administration and program subsidies, such amounts to be subject to annual approval by the District Board and the City Governing Body, with payment made by the City to the Recreation District.

e. From funds donated by any person, company, non-profit or any other entity to the Recreation District.

3. **Employees.** All persons employed by the Recreation District, by and through the District Board, shall be employees of the Recreation District and the District Board, and not employees of the City. The District Board shall, in addition to other powers necessarily given any employer, possess the sole authority, as employer of such employees, to hire, train, supervise, discipline (including, but not limited to, suspension, dismissal, or termination), and compensate those employees.

4. **Insurance**.

a. During the term of this Agreement, and any extension, the City shall maintain property insurance coverage for all real and personal property and fixtures owned by the City and subject to this Agreement and shall provide for the Recreation District and the District Board as additional-named insureds in the policies for such insurance. Such property insurance shall be for the fair market value of property insured.

b. During the term of this Agreement, and any extension, the Recreation District, at its sole expense, shall maintain program operation's liability insurance, excess medical coverage for youth tackle football programs, Web Wright Baseball, and special events liability insurance coverage, with the cost of such insurance to be the responsibility of the Recreation District from its program operations and administration budget.

5. **Management, Operation, Maintenance, and Regulation of Parks, Grounds and Facilities.**

a. Subject to the terms of this Agreement, or any other agreement entered into between the parties hereto, the Recreation District agrees to manage, operate, maintain, and regulate, including, but not limited to, setting user fees for and fairly scheduling entities and individuals requesting use of the

developed and undeveloped parks and recreational facilities owned and/or leased by the City and described in **Exhibit A** in such a manner that will serve the best interests of the community.

1. The Asset Management Maintenance Standards are attached hereto as **Exhibit B** and incorporated herein. These Standards define the frequency, timeframe and type of maintenance that must be performed on the parks, playgrounds, and athletic fields. The Recreations District shall maintain all facilities and fields at a Level 2 Standard. These Standards apply to all areas maintained by the Recreation District.

2. An annual fall maintenance and safety assessment shall be conducted by the City's Parks Director or designee and Sheridan Recreation Director or designee for the purpose of identifying and creating a report of any repairs or maintenance for the properties described in **Exhibit A**. Following the annual fall assessment and report, the parties shall, in good faith, work together to determine a schedule for the priority and budgeting of the identified repairs.

3. Should the Recreation District fail to correct the repairs and maintenance priorities pursuant to the fall assessment, after written notice of the deficiency and 30 days opportunity to cure, the respective facility shall revert to the Cities control and supervision. The Recreation District shall have access to the parks for its recreational programs.

b. The Recreation District shall coordinate Emergency Services for any Recreation District sponsored event.

c. The Recreation District shall adhere to its Rules and Regulations.

d. The City and the Recreation District may enter into separate written agreements specifically defining the responsibilities of each party pertaining to any property subject to this Agreement.

e. All developed and undeveloped parks and recreational facilities owned by the City and described in **Exhibit A** shall remain the property of the City, and shall be subject to all laws, regulations, and restrictions concerning the same.

f. The Recreation District shall be subject to any and all bidding requirements set forth by Wyoming Statute.

6. **Utilities.** The Recreation District shall be responsible for payment of all utilities, including, but not limited to, water, sewer, electricity, heat and telephone, and any other utility costs associated with the parks and recreational facilities described in **Exhibit A**. Provided, however, the City shall be responsible for the maintenance, repair, and replacement of all public utilities and City streets. Streets shall not include parking lots.

7. **Coordination Between City and Recreation District.** During the term of this Agreement, the parties agree to take all reasonable and necessary action to best serve the recreational needs of the community within the parties' designated boundaries. In furtherance for the purposes and intents of this Agreement, the City

and the Recreation District agree that the City and its departments will from time to time cooperate and provide assistance, including, but not limited to, use of additional labor, equipment, vehicles, and supplies, where needed to the Recreation District, and the Recreation District will provide the same to the City. It is further agreed that the cost of repair and replacement of any facility, unless otherwise specified by this Agreement or if the costs of repair or replacement of which are covered by insurance or similar source of funding, shall be borne by the Recreation District.

8. **Public or Capital Improvements.** All park and recreational public or capital improvements will be planned by the Recreation District, except as provided in Paragraph 5, including the funding provisions through grant application and procurement of donations and budgeting funds as formulated in Paragraph 2 of this Agreement; provided, however, such public or capital improvements on City owned facilities and property shall be limited to those sites described in **Exhibit A.** Any Capital Improvement over $35,000 must be approved by the City. Any and all permanent improvements made to the premise shall become the property of the City. The City reserves the right to make any alteration, repair, addition, reconstruction or rebuild to any City owned park or facility at its discretion and without approval of the Recreation District, provided, however, except in the case of an emergency, the City shall provide thirty (30) days written notice of the City's intent to take any of the aforementioned actions. Provided, for any new facility or capital improvement made by the City, the City and the Recreation District shall, in good faith, negotiate the additional funds that will be provided to the Recreation District for the Recreation District's obligations under this Agreement for any such new facility or capital improvement

9. **Taxes.** The Recreation District agrees to reimburse the City for all actual costs of property taxes and assessments paid by the City concerning any of the sites, facilities, and properties subject to this Agreement, and which are used by the Recreation District in performance of this Agreement. Such reimbursement by the Recreation District shall be made from the park's maintenance budget of the Recreation District as formulated pursuant to Paragraph 2.c. of this Agreement.

10. **Use of Premises.** The Recreation District agrees to use the premises subject to this Agreement for lawful purposes only and not to permit any premises to be used for any unlawful purpose or in any manner contrary to law or any applicable ordinance.

11. **Right of Inspection.** The Recreation District agrees to permit the City the right to enter upon any of the City premises and improvements subject to this Agreement at reasonable times to inspect the same and the activities thereon.

12. **Public Use of the Premises.** The Recreation District agrees that the premises subject to this Agreement are to be managed, operated, and regulated by the Recreation District, through the District Board, exclusively for public park and recreational purposes. The Recreation District further agrees that any restriction upon said use previously incurred by the City relating to any of the premises subject to this Agreement will be followed and observed by the Recreation District so long as the District Board has knowledge of such restriction. The City reserves the right to restrict access to any public park or facility for the health, safety or general welfare of the public.

13. **Extension of Agreement.** At any time prior to termination, this Agreement may be extended by written mutual consent of the City and the Recreation District according to law.

14. **<u>Modification of Agreement.</u>** The terms of this Agreement shall not be altered, amended, or modified except in writing, approved by the parties according to law, and signed by a duly authorized representative of each respective party.

MADE AND ENTERED INTO EFFECTIVE as of the date first above written.

CITY OF SHERIDAN, WY	**SHERIDAN RECREATION DISTRICT**
_____	By: _____
Richard Bridger, Mayor	
	Name: _____
	Chairman, Board of Directors
ATTEST:	ATTEST:
_____	Sign: _____
Ashlee Foster, Clerk	
	Name: _____
	Secretary, Board of Directors

EXHIBIT A

Community Parks & Sports Complexes:

1. **Oatts Memorial Park (3.58 acres) 6th Street & N. Sheridan, (hereinafter "6th Street Park"):** 3 youth baseball fields, restrooms, and concessions stand, 3 ballfields used for recreational programs. The basketball court & playground serve as a neighborhood park maintained by the Recreation District.

2. **Thorne-Rider Park/Maida/Skate Park (56.34 acres) 11th Street at Spaulding Avenue (hereinafter "Thorne-Rider Park"):** 3 separate playground areas, 8 picnic shelters, 2 tennis courts, 2 pickleball courts, 2 Legion baseball field, rectangular fields, skate park, one basketball court, Recreation District office and 2 maintenance buildings, restrooms and 2 concession stands, horseshoe pits, 5 parking lots, a Food Forest, and the west Thorne Rider multi-sports area practice field. Approximately 41 acres is developed with it being scheduled, operated and maintained by the Recreation District.

3. **Kendrick Park off West Loucks Street at Beaver Street:** The Kendrick swimming pool. Includes 3 water slides, 1 activities pool, 1 main pool, 1 pump house, bath houses and 2 adjacent tennis courts. The ice cream and concession stand is generally located in the center of Kendrick Park.

EXHIBIT B

GENERAL PARKS MAINTENANCE

Both the frequency and timeframe vary for each level.

	Level 1	Level 2	Level 3
Task	**Frequency**	**Frequency**	**Frequency**
Turf			
Mow/Trim/Blow Clippings	1x/5 days	1x/7 to 10 days	1 or 2x/year
Aerate	2x/year	1x/year	As needed
Overseed	1x/year	As needed	Not performed
Fertilize	2 to 4x/year	1x/year	Not performed
Apply weed control	1x/year and as needed	As needed	As needed
Trim Shrubs	1x/month and as needed	1x/year	As needed
Pick up trash prior to mowing	1x/5 days	1x/10 days	1x/10 days
Control pests	As needed	As needed	As needed
Manage leaves	2x/year and as needed	2x/year and as needed	1x/year
Line Trim	1x/week	1x/week	Monthly
Edge	1x/month	1x/year	As needed
Pavilion/Shelters			
Clean and sweep	1x/week	As needed	As needed
Remove and/or replace Garbage Bags and Trash cans	Daily	As needed	As needed
Paint Pavilion	1x/year	1x/2 years	As needed
Power wash	1x/week	2x/year	As needed
Inspect Electrical System Limited to Power Supply	1x/year	1x/year	1x/year
Inspect Picnic Tables	1x/week	1x/week or as needed	Monthly
Restrooms			
Clean and restock	2x/day (weekdays); 2x/day (weekends)	1x/day (weekdays); 2x/day (weekends)	Daily
Odor removal	7x/week	7x/week	Weekly
Repair vandalism	As needed	As needed	As needed
Remove and/or replace Garbage Bags and Trash cans	7x/week	7x/week	2x/week
Mechanical Inspection (plumbing)	1x/month	1x/month	1x/month
Schedule Lighting, Mechanical Systems	1x/week	1x/week	1x/year
Seasonal start-up and close-up	2x/year	2x/year	1x/year

GENERAL PARKS MAINTENANCE

Both the frequency and timeframe vary for each level.

Inspect	1x/week	1x/year and following storms	1x/year and following storms
Repair	As needed	As needed	As needed
Replace	As needed	As needed	As needed
Repaint	As needed	As needed	As needed
Vegetation Control	1x/year and as needed	1x/year and as needed	1x/year and as needed
Mulching			
Apply Mulch	2x/year	1x/year	As needed
Weed Control	2x/year	1x/year	As needed

PLAYGROUNDS

The difference in levels is the frequency of the task. Timeframes are the same for every level.

	Level 1	Level 2	Level 3
Task	**Frequency**	**Frequency**	**Frequency**
Inspect and document	Weekly	Monthly (7x/year)	Bi-Monthly(4x/year)
Major Annual Inspection	Annually	Annually	Annually
Repair	As needed	Monthly	As needed
Clean and pickup trash	Daily	Weekly	Weekly
Remove graffiti	As needed	As needed	As needed
Inspect water fountains, where applicable	Weekly	Monthly	As needed
Rake fiber mulch	Weekly	Monthly	Monthly
Seal rubberized, poured in place	Annually	Annually	Every 2 years
Supplementing Fiber Mulch	Annually	Every two years	As needed
Replace	Every 15 years	Every 15 years	As needed
Inspect for Pests/Bees/etc	Weekly	Monthly	As needed

NATURAL TURF ATHLETIC FIELDS

Both the frequency and timeframe vary for each level.

	Level 1	Level 2	Level 3
Task	**Frequency**	**Frequency**	**Frequency**
Athletic Fields - Baseball / Softball / Soccer / Multi-use			
Mow grass at 1.5-2" height per mowing	3x/week	2x/week	1x/week
Overseed	Twice/year	Once/year	Once/year
Fertilizer	3x/year	2x/year	1x/year
Line/Field Prep	As needed	As Needed	As Needed
Aerate	2x/year	1x/year	1x/year
Pick up trash and clean during events	Twice Daily	Daily	1x/week
Inspect bleachers /scoreboards / security lighting/fencing	Monthly	2x/year	2x/year
Water (1 inch / week)	Daily	As Needed	As Needed
Paint Backstops	Every 2 years	Every 3 years	Every 5 years
Set up recreational amenties	Daily	Daily	Daily

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 a New Restaurant Liquor License #16 for Espadas Brazilian Steakhouse at 850 Sibley Circle - City Clerk Ashlee Foster

From: Ashlee Foster, City Clerk

To: City Council

CC: City Administrator Stuart McRae

Date: 06/09/2025

Recommendation:

City Staff recommends that the Mayor and Council approve the new Restaurant Liquor License for Espadas Brazilian Steakhouse.

Background:

Restaurant Liquor Licenses have unlimited availability as they are not subject to the population formula. Restaurant Licensees' primary source of revenue must be from food services and not from the sale of alcoholic or malt beverages. A minimum of 60% of gross sales must be derived from food services over a 12-month operation. (WS 12-4-408)

The Brazilan Steakhouse application was received in the Clerk's office in March 2025, however the company experienced construction delays. The location, 850 Sibley Circle, was the former home of Museum of the Bighorns, however it also has a history as a restaurant and has been deemed appropriate for their operations. The now finalized application has been reviewed and approved by the Wyoming Liquor Division and is ready for approval.

Discussion:

Please see the attached application and operational plan for the new Restaurant License, located at 850 Sibley Circle, Sheridan WY. The Licensees also hold a Restaurant Liquor License locally for Los Tacos and have remained in good standing since their approval in October 2024.

Attachments

Application & Operational Plan

(7/23)

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

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

To be completed by City / Town / County Clerk

Local License #: 16

License Fees

Annual Fee: $____

Prorated Fee: $____ 227.12

Transfer Fee: $_____

Publishing Fee: $ 70.-✓

Publishing Fee Direct Billed to Applicant: ☐

Date filed with clerk: 3 / 20 / 25

Advertising Dates: (2 Consecutive Weeks Prior to Hearing) 4/2/25 & 4/9/25

Public Hearing Date: 6 / 16 / 25

License Term: 6 / 17 / 25 (Month / Day / Year) Through 12 / 31 / 25 (Month / Day / Year)

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

Applicant (Business Name): Espadas Brazilian Steakhouse, LLC

Doing Business As (DBA) / Trade Name: Espadas Brazilian Steakhouse

Building to be licensed / Building Address: 850 Sibley Circle
(Address Number, and Suite or Unit Number, and Street or Road Name)
Sheridan WY 82801 Sheridan
City State Zip County

Local Mailing Address: Same
(Address Number or PO Box, and Suite or Unit Number, and Street or Road Name)
City State Zip County

Local Business Telephone Number: 406 595 2346 Fax Number: _____

Business E-Mail Address: adim.zaazaa@icloud.com

Business Primary Contact: Abdeladim Zaazaa
First Name Last Name

FILING FOR

☒ NEW LICENSE

☐ TRANSFER OF LOCATION

☐ TRANSFER OF OWNERSHIP
☐ ASSIGNMENT LETTER MUST BE ATTACHED

FORMERLY HELD BY: _____

FILING IN (CHOOSE ONLY ONE)

☑ CITY / TOWN OF: Sheridan

☐ COUNTY OF:

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL
☐ PARTNERSHIP
☐ LP ☐ LLP ☐ LLLP
☑ LLC ☐ LC
☐ CORPORATION (INC)
☐ POLITICAL SUDIVISION
☐ ORGANIZATION
☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

☐ **RETAIL LIQUOR LICENSE**

PRIMARY BUSINESS TYPE (CHOOSE ONLY ONE)

☐ ON-PREMISE BAR

☐ OFF-PREMISE PACKAGE STORE

☐ ON & OFF PREMISE BAR & PACKAGE STORE

☑ RESTAURANT LIQUOR LICENSE
☐ BAR AND GRILL LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE

LIMITED RETAIL LIQUOR LICENSE (CLUB)

☐ VETERANS CLUB
☐ FRATERNAL CLUB
☐ GOLF CLUB
☐ SOCIAL CLUB

☐ MICROBREWERY PERMIT
☐ WINERY PERMIT
☐ MANUFACTURER SATELLITE PERMIT
☐ WINERY SATELLITE PERMIT
☐ COUNTY MALT BEVERAGE PERMIT

☐ SPECIAL MALT BEVERAGE PERMIT

SPECIAL STATUTORY DESIGNATIONS (CHOOSE ONLY ONE)

☐ COMMERCIAL AIRPORT (W.S. 12-4-201(d)(iv))
☐ GOLF CLUB (W.S. 12-5-201(f))
☐ GUEST RANCH (W.S. 12-5-201(f))
☐ RESORT (W.S. 12-4-401(iv) / 12-5-201(f))
☐ GOLF CLUB-POLIT. SUBDIVISION (W.S. 12-4-301(e) / 12-5-201(f))
☐ Other: _____

OPERATIONAL STATUS (To Assist the Liquor Division with scheduling inspections (W.S. 12-1-101(a)(xxi) / 12-2-301(c) / 12-4-103(a)(iv)))

☑ FULL TIME
☐ SEASONAL
☐ NON-OPERATIONAL / PARKED

MONTHS OF OPERATION from Jan to Dec ☑ All Year (Jan-Dec)

DAYS OF WEEK OF OPERATION from Mon to Sun ☑ Every Day (Mon-Sun)

HOURS OF OPERATION from 11 AM to 10 PM ☐ 24 Hours a Day

ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 3

1. BUILDING OWNERSHIP: W.S. 12-4-103(a)(iii)
Does the Applicant own or lease the licensed building?

(a) The Applicant **OWNS** the licensed building. ☑ YES (own)
(b) The Applicant **LEASES** the licensed building. ☐ YES (lease)

If the building is leased, please submit a copy of the lease and indicate:

(i) Lease term expiration date; located on page_____paragraph_____.

Note: The lease term **MUST** continue at least through the term of the liquor license or permit

(ii) **Sales** provision for alcoholic or malt beverages: located, on page_____ paragraph_____.

Note: The lease **MUST** contain a provision for **SALE OF ALCOHOLIC or MALT BEVERAGES.**

---

2. LIQUOR BUSINESS CONTROL: W.S. 12-4-601(b)

(a) To operate the liquor business, has the business or license/permit been assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license or permit or the licensed building? ☐ YES ☑ NO

(b) If the answer was **YES** to 2(a) above, explain fully and submit any documents in connection there within.

---

3. INTEREST IN LICENSE OR PERMIT: W.S. 12-5-401, 12-5-402, 12-5-403 -

Does any alcohol manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm:

(a) Hold any interest in the license/permit applied for? ☐ YES ☑ NO

(b) Furnish by way of loan or any other money or financial assistance for purposes hereof in the business? ☐ YES ☑ NO

(c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs? ☐ YES ☑ NO

(d) If the answer was **YES** to any of the above, explain fully and submit any documents in connection there within.

---

4. RETAIL LIQUOR LICENSE-COUNTY LOCATIONS ONLY: W.S. 12-4-201(f)(ii)

Is the licensed building within five (5) miles of an incorporated town or city? ☐ YES ☐ NO

---

5. RETAIL LIQUOR LICENSE-COMMERCIAL SERVICE AIRPORTS ONLY: W.S. 12-4-201(m)

(a) Will food and beverage services be contracted or subcontracted? ☐ YES ☐ NO

1. If **YES**, is a copy of the food and beverage contract or lease attached? ☐ YES ☐ NO

---

6. BAR AND GRILL LICENSE OR RESTAURANT LIQUOR LICENSE ONLY: 12-4-413(a) / W.S. 12-4-407(a)

Is a copy of the valid food service permit or the approved permit application attached? ☐ YES ☐ NO

---

7. RESORT LIQUOR LICENSE: W.S. 12-4-401 through W.S. 12-4-403(b)

Does the resort complex:

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

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

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

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

(e) Will food and beverage services be contracted or subcontracted? W.S. 12-4-403(b) ☐ YES ☐ NO

1. If **YES** to (e), is a copy of the food and beverage contract or lease attached? ☐ YES ☐ NO

---

8. MICROBREWERY PERMIT ONLY: WHOLESALE DISTRIBUTION: W.S. 12-2-201(a)

(a) Will the microbrewery self-distribute its products or distribute through a licensed wholesaler? ☐ YES ☐ NO

If **YES**, a wholesale malt beverage license from the Liquor Division will be required.

9. LIMITED RETAIL (CLUB) LIQUOR LICENSE:

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

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

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

10. LIMITED RETAIL (CLUB) LIQUOR LICENSE:

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

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

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

11. LIMITED RETAIL (CLUB) LIQUOR LICENSE:

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

(a) Does the golf club have more than fifty (50) bona fide members? ☐ YES ☐ NO

(b) Does the Applicant, maintain, or operate a bona fide golf course together with a clubhouse? ☐ YES ☐ NO

(c) Is the Applicant a Political Subdivision of the state that owns, maintains, or operates this golf course? ☐ YES ☐ NO

1. Will food and beverage services be contracted or subcontracted? W.S. 12-4-301(e) ☐ YES ☐ NO
2. If **YES**, is a copy of the food and beverage contract or lease attached? ☐ YES ☐ NO

12. LIMITED RETAIL (CLUB) LIQUOR LICENSE:

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

(a) Does the club have more than one hundred (100) bona fide members who are residents of the county in which the club is located? ☐ YES ☐ NO

(b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state? ☐ YES ☐ NO

(c) Is the club qualified as a tax-exempt organization under the Internal Revenue Service? ☐ YES ☐ NO

(d) Has the club been in continuous operation for a period of not less than one (1) year? ☐ YES ☐ NO

(e) Has the club received twenty-five dollars ($25.00) from each bona fide member as recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues? ☐ YES ☐ NO

(f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club? ☐ YES ☐ NO

(g) Is a true copy of the club bylaws attached to this application? ☐ YES ☐ NO

(h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? (Petition(s) Attached) ☐ YES ☐ NO

13. Applicant is Filing As <u>Individual, Partnership, Political Subdivision, Organization or Other</u>: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or officer (as applicable) must complete all of the information below.
(If more information is required, list on a separate piece of paper and attach to this application.)

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been convicted within the previous 10 years of: a Felony Violation Relating to Alcoholic Liquor or Malt Beverages?	Have you been convicted within the previous 10 years of: any Violation Relating to Alcoholic Liquor or Malt Beverages?
[illegible]	[illegible]	[illegible] Sheridan WY 82801		YES ☑ NO ☐	YES ☐ NO ☑	YES ☐ NO ☑
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

14. Applicant is Filing As a Corporation, Limited Company, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock or ownership of the corporation, limited liability company, limited liability partnership, or limited partnership.

Each Officer, Director or LLC member must complete all of the information below.
(If more information is required, list on a separate piece of paper and attach to this application)

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock or Ownership Held	Have you been convicted within the previous 10 years of: a Felony Violation Relating to Alcoholic Liquor or Malt Beverages?	Have you been convicted within the previous 10 years of: any Violation Relating to Alcoholic Liquor or Malt Beverages?
Abdeladim Zaazaa	5/1/87	1843 Willow Ave Sheridan WY 82801	406595 2346	<1 year	50%	YES ☐ NO ☑	YES ☐ NO ☑
Mouad Zaazaa	9/13/92	1185 Covey Run Rd Sheridan, WY, 82801	406 580 3716	<1 year	50%	YES ☐ NO ☑	YES ☐ NO ☑
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

REQUIRED ATTACHMENTS:

- ☑ A statement indicating the financial condition and financial stability of the Applicant. W.S. 12-4-102(a)(vi).
- ☐ If transferring a license or permit to another Applicant, attach a form of assignment from the current licensee to the new Applicant authorizing the transfer. W.S. 12-4-601(b).
- ☐ A copy of any lease agreements. W.S. 12-4-103(a)(iii)
- ☑ Bar & Grill and Restaurant liquor license Applicants: attach a copy of the current Food Service Permit or the approved permit application for the Applicant and for the licensed building location. 12-4-413(a) / W.S. 12-4-407(a)
- ☐ If food and beverage services will be contracted or subcontracted attach a copy of the contract or lease agreement W.S. 12-4-201(m) / W.S. 12-4-301(e) / W.S. 12-4-403(b)
- ☐ If filing for a Golf Club or Social Club liquor license attach a copy of the club's bylaws W.S. 12-4-301(c)

OATH OR VERIFICATION

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

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

STATE OF WYOMING)
) SS.
COUNTY OF Sheridan *)*

Signed and sworn to before me on this 19th day of March, 2025 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)		Abdeladim Zaazaa	3/19/2025
2)		Mouad Zaazaa	3/19/2025
3)			
4)			
5)			

Witness my hand and official seal:

Signature of Notary Public

(SEAL)

CANDACE AINSLIE
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 163988
MY COMMISSION EXPIRES: 04/11/2030

My commission expires: 4/11/30

CITY OF SHERIDAN, WYOMING

55 Grinnell Plaza
Sheridan Wyoming 82801
(307) 675-4211
cainslie@sheridanwy.gov

BAR & GRILL/RESTAURANT
LIQUOR LICENSE OPERATION PLAN

Name as it appears on license:	Espadas Brazilian Steakhouse, LLC
Common Name (doing business as):	
Street Address:	850 Sibley Circle Sheridan WY 82801
Phone #:	406 595 2346

Hours of Operation

Our planned hours of operation are:

Monday:	11:00AM - 10:00PM
Tuesday:	Same
Wednesday:	Same
Thursday:	Same
Friday:	Same
Saturday:	Same
Sunday:	Same

Last call will be 10 **minutes before closing and last service will be** 5 **minutes before closing.**

Use of License

Please describe the characteristics of your operations, including any entertainment that will contribute to the 60% food sales/entertainment requirement if applying for a Bar & Grill license:

Restaurant License to serve Liquor for tables

CITY OF SHERIDAN, WYOMING

55 Grinnell Plaza
Sheridan Wyoming 82801
(307) 675-4211
cainslie@sheridanwy.gov

- **Provide your dispensing building design referencing alcohol service and storage locations, including outside consumption areas***

Nature of Business:	**Regular Events:**	**Special Events:**	**Other:**
• **Bar**	• **Happy Hour**		
• **Restaurant**	• **Live Entertainment**		

Security/ Crowd Control/ Capacity Limits

The official occupancy limit for our business is:

250

In order to comply with our occupancy limits we shall:

keep tabs at all times on tables and guests

We shall maintain peace and order in and around our business by (but not limited to):

- Requiring TIPS Training
- Reporting altercations or potential altercations to the Sheridan Police Department
- Follow all guidelines established by Chapter Four of Sheridan Municipal Code

Rules of the establishment shall be enforced by:

Management and/or Supervisors

CITY OF SHERIDAN, WYOMING

55 Grinnell Plaza
Sheridan Wyoming 82801
(307) 675-4211
cainslie@sheridanwy.gov

Alcohol Management

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

Train all personel handling/serving alcohol.

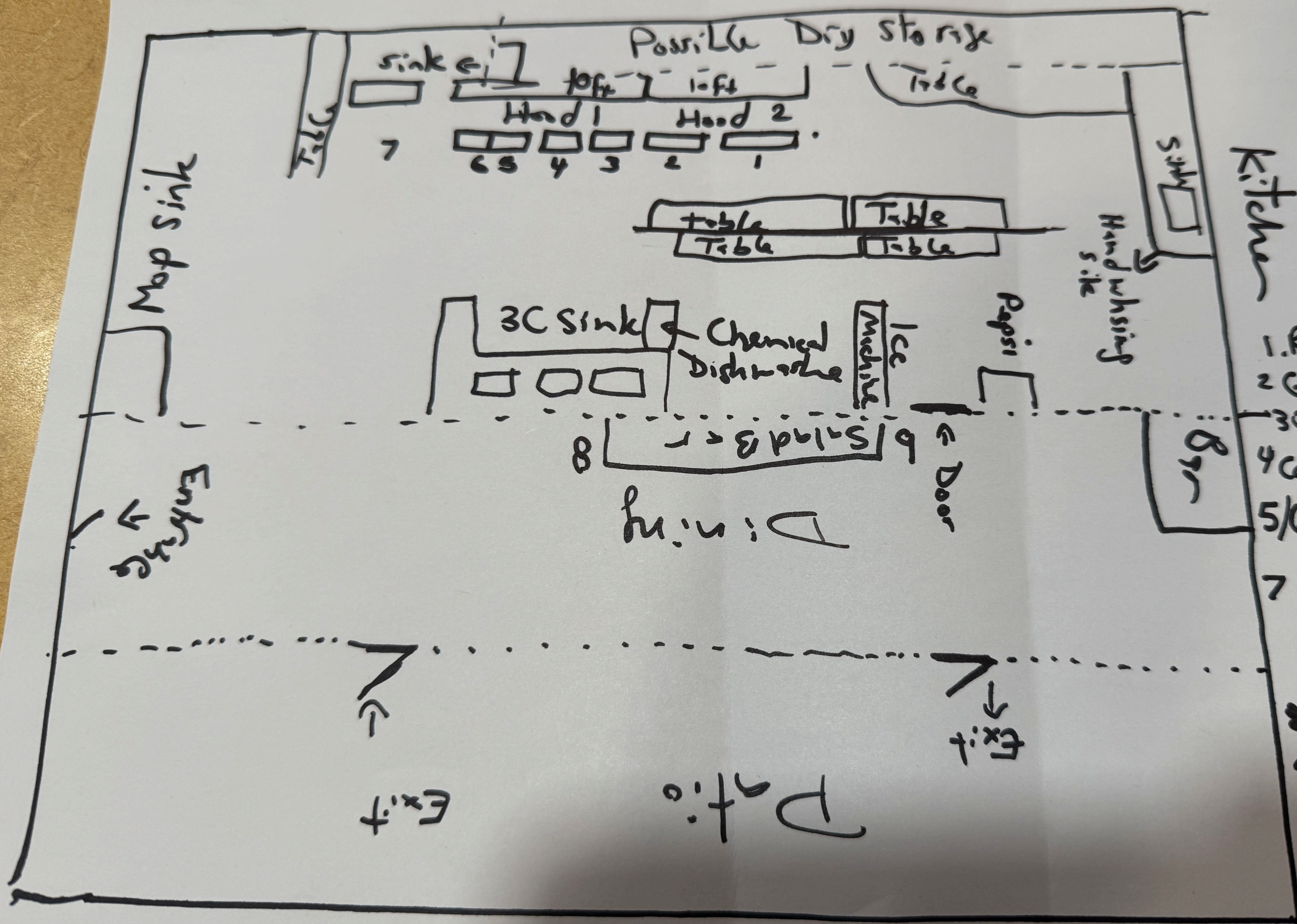
I acknowledge that the Sheridan Police Department is an agent of the licensing authority and shall have the ability to inspect the licensed premises. Violations of City Code are subject to Section 4-13, resulting in action from Administrative Fees up to license revocation.

Signature of License Holder

3/18/2025
Date

Abdeladim Zrazza
Printed Name

*Outside consumption areas located on public right-of-way require a Sidewalk Use Agreement obtainable from the City Clerk's Office. Any substantial improvements on public right-of-way require a lease agreement.


Possible Dry storage
sink
10ft
10ft
Table
Hood 1
Hood 2
7
6 5 4 3 2 1
Table
Sink
Kitchen
Map sink
Table
Table
Table
Table
Hand washing sink
3C Sink
Chemical Dishwasher
Ice Machine
Pepsi
1. Rotisserie
2 Grill
3 Oven/stove
4 Conv Oven
5/6 Fryers
7 Electric Steam table
8. Steam table
9 Salad bar cold
Grill
8
Salad bar
9
Dining
Door
Entrance
Exit
Exit
Patio

FIRST FEDERAL
BANK & TRUST

BUSINESS BANK: 46 W BRUNDAGE ST, SHERIDAN, WY 82801
PHONE (307) 674-0464 / www.efirstfederal.bank

Verification Letter

March 18, 2025

RE: Espadas Brazilian Steakhouse, LLC
850 Sibley Circle
Sheridan, WY 82801

To whom it may concern,

This letter is being used to verify that Espadas Brazilian Steakhouse, LLC is credit worthy and is in good standing with First Federal Bank & Trust. All respective loans and accounts are handled as agreed.

If you have any questions or concerns, please call me at 307-752-4059.

Sincerely,

Anthony Tarver

Anthony Tarver
Commercial Portfolio Manager
First Federal Bank & Trust
atarver@efirstfederal.com
Office 307-673-2945
Cell 307-752-4059

Wyoming DEPARTMENT OF Agriculture

REVIEW OF PLANS AND SPECIFICATIONS

PROJECT: **Espadas Brazilian Steakhouse LLC**

CONTACT PERSON: ZAAZAA, ABDELADIM

REVIEWED BY: Vanessa Gall

DATE OF REVIEW: 03/17/2025

ACTION: Approved

- Note - All aspects of construction should comply with the Americans with Disabilities Act (ADA) and all construction shall comply with WY Food Safety Rule.
- Note - Plans and specifications of general public facilities shall be retained by the Wyoming Department of Agriculture.

COMMENTS AND NOTES:

Be sure all drainage is indirect as we discussed hand sinks are not required to be indirectly drained. A hand sink will be needed in the bar are and at least 1 in the kitchen area. If you plan to use the back room for dishes or prep a hand sink will be required in that room as well. Please keep me updated on your progress and any questions you may have.

Additional Requirements may be required as this project progresses. Once your plan is approved and your construction is completed we will need do a pre-operational inspection of your facility to make sure all items are in place and clear you to use the facility and/or to receive product. If you have any further questions please do not hesitate to call Vanessa Gall at vanessa.gall1@wyo.gov.

APPLICATION FOR FOOD LICENSE

FOOD LICENSE: $200.00 Initial Fee; $100.00 Annual Renewal Fee.
(Licenses shall expire one year after date of issuance)

Cheyenne Office Use Only

LICENSE ACCOUNT NUMBER	ACTIVATION DATE	CHECK NO/CASH

LICENSE APPLICATION INFORMATION (to be completed by applicant)

Type of Application:
☑ New ☐ Change of Location ☐ Change of Owner

If change of owner or location, previous establishment name/location:

- Establishment Information -

Trade/Business Name (dba): ESPADAS Brazilian Steakhouse **Applicant Name:** Maad Zooza
Physical Address: 850 Sibley Circle **Will a Liquor License Be Applied For?** ☑ Yes ☐ No
City: Sheridan **State:** WY **Zip:** 82801
Mailing Address: 850 Sibley Circle
City: Sheridan **State:** WY **Zip:** 82801
Business Phone Number: 307 429 1032 **Person in Charge on Site Phone:** 406 580 7716
Email: **Fax:**

- Owner Information -

Name of Owner :
Name of Company (if applicable): Same
Parent Company (if applicable) :
Address:
City: **State:** **Zip:**
Owner Phone Number:

Form of Organization:
☐ Individual ☐ Co-Op ☐ Corporation
☐ Partnership ☒ LLC ☐ Non-Profit
☐ Other Entity

*****INDICATE WHERE TO MAIL RENEWAL FORMS** 1 **(1=ESTABLISHMENT; 2=OWNER)*****

Type of Establishment (please check applicable box)
☑ Food Service ☐ Grocery ☐ Convenience ☐ Meat Plant ☐ Distributor ☐ Warehouse ☐ Dietary Supplement Processor ☐ Institution
☐ Guest Ranch ☐ Dairy ☐ Bulk Water ☐ Bar ☐ Mobile ☐ Mobile/Commissary Dependent ☐ Retail Processor
☐ Retail Pre-Packaged ☐ Retail Pre-Packaged License Only ☐ School ☐ Hotel ☐ Bed and Breakfast ☐ Seasonal Facility
☐ Manufactured Food Processor; Type of Food:

I ATTEST TO THE ACCURACY AND INFORMATION PROVIDED IN THIS APPLICATION. I AGREE TO COMPLY WITH ALL APPLICABLE WYOMING LAWS AND REGULATIONS AND I UNDERSTAND THAT EACH SECTION OF THE LAWS AND REGULATIONS IS SEPARATELY AND COLLECTIVELY ENFORCEABLE. I AGREE TO ALLOW THE REGULATORY AUTHORITY ACCESS TO MY ESTABLISHMENT. LATE RENEWAL PAYMENTS WILL RESULT IN DEACTIVATION.

SIGNATURE OF APPLICANT	DATE	APPROVING OFFICIAL	COUNTY
	5/27/25	Vanessa Ball 5/27/25	Sheridan

Make Checks Payable to:
WYOMING DEPARTMENT OF AGRICULTURE
CONSUMER HEALTH SERVICES SECTION
2219 CAREY AVE.
CHEYENNE, WY 82002
(307) 777-7211
State Relay Service at 7-1-1 or 1 800 877-9965

Instructions: A plan review must be submitted before this application can be considered, unless this is a change of ownership. Submit this application to your inspector of the WY Department of Agriculture or local County Health Dept. Complete all sections. If section is not applicable enter "N/A". If additional space is needed for any item, attach additional sheet.

This application shall serve as receipt of payment.

EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES

Revised 7/21 **White copy to Cheyenne----Yellow copy inspector----Pink copy establishment**

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

RE: Discussion of Lease for Use of Verdello Parking Lot - Public Works Director Hanns Mercer
From: Hanns Mercer, Public Works Director
To: City Council
CC:
Date: 06/04/2025

Background:

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. The City has used the Leased Premises for the storage of certain items on the Property including but not limited to, a cardboard recycling container, for access to stored items through the Property, for access to generator and maintenance, for access to side doors and storage areas, for access to stored port-a-pottie and maintenance, for access to the building for maintenance, and for 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.

Attachments

Lease Agreement
Exhibit A

LEASE FOR USE OF PARKING LOT

THIS Lease for Use of Parking Lot ("Lease") is entered into and effective the _____ day of _____ 2025 (herein "Effective Date") by and between MARK A. BEDE and KATHERINE M. BEDE, as Trustees of the BEDE FAMILY REVOCABLE TRUST DATED January 28, 2016, (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 6,300 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 which shows 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 automatically renew annually until terminated by the parties. Either party may terminate this Lease upon providing thirty (30) days' written notice to the other.

3. **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. The City has used the Leased Premises for the storage of certain items on the Property including but not limited to, a cardboard recycling container, for access to stored items through the Property, for access to generator and maintenance, for access to side doors and storage areas, for access to stored port-a-pottie and maintenance, for access to the building for maintenance, and for 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.

4. **City's Use.** The City may use the Leased Premises in the same manner as outlined above as long as such use does not interfere with Owner's use of its Property or obstruct customers of Owner to utilize the other parking spaces on the Property. Further, storage of City property shall be stored in an orderly manner and shall be limited to the north end of the Leased Premises. City employee parking shall be temporary and not to exceed parking

for longer than one (1) hour. It shall be City's responsibility to notify City employees that parking in the Leased Premises is temporary and not to exceed one (1) hour. City shall send a reminder to all City employees at least annually. If City violates the use of the Leased Premises, Owner may notify City in order for the City to cure. If the violation is not cured within a reasonable time, Owner may seek additional remedies.

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

5. **Rent.** As consideration for holding this Lease, Owner is granting access to the Leased Premises and the City is providing insurance. Further, the parties agree that this Lease will serve as the agreement required under Ordinance 4-12(d). In exchange for the use of the Leased Premises, the City will not charge a fee to Owner and Owner will not be required to pay a fee for Owner's use of public sidewalks, streets, or alleys for the sale and consumption of alcoholic beverages in connection with its business.

6. **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.

7. **Cleaning/Maintenance/Repair.** The City is not responsible for any cleaning, maintenance 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. Owner shall be responsible for removing snow from the surface of the Leased Premises and the City agrees to remove piled up snow from the Leased Premises 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.

8. **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. The City shall provide Owner with a Certificate of Insurance or Certificate of Coverage within thirty (30) days of the execution of this Agreement.

9. **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.

10. **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.

11. **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:	Owner:
Hanns Mercer, Public Works Director	Mark and Kathy Bede, Trustees of the
55 Grinnell Plaza	Bede Family Revocable Trust
Sheridan, WY 82801	109 Decker Road
Phone: 307-675-4200	Sheridan, WY 82801
Email: hamercer@sheridanwy.gov	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.

12. **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.

13. **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.

14. **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.

15. **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:

By: _____
Richard Bridger, Mayor

Attest:

_____
Ashlee Foster, Clerk

OWNER: Bede Family Revocable Trust
dated January 28, 2016

By: _____
Mark A. Bede, Trustee

By: Katherine M. Bede
Katherine M. Bede, Trustee

River, Creeks, Lakes
2023 Aerial, Hi-Res, Limited Areas
B.L.M.
Department of Defence
Local Government
Other Federal Land
U.S.F.S.
State of Wyoming
U.S. Highway
State Highway
County Road
Other Roads
Railroad
Municipal Corporate Limits

NORTH

Sheridan County Wyoming MapServer

Sheridan County provides this map for illustrative purposes only and assumes no liability for actions taken by users based on information shown.
printed 5/8/2025

Exhibit A

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

RE: Discussion of Agreement with Verdello for Public Portable Toilets - Public Works Director Hanns Mercer
From: Hanns Mercer, Public Works Director
To: City Council
CC:
Date: 06/04/2025

Background:

The City may set up and operate up to five (5) portable toilets at the northeast corner of the Leased Premises as shown in Exhibit A. The parties acknowledge and agree that Exhibit A is a demonstrative exhibit which shows a rough placement of the portable toilets on the Leased Premises and extends the area of the Leased Premises as identified in the Parking Lot Lease.

The Owner understands and acknowledges that these portable toilets that will be operated on the Leased Premises are for the purpose of serving the general public and as a result there will be an increase in the amount of general public traversing on the Leased Premises.

The term of this Agreement shall be five (5) years from the Effective Date. The City may operate public portable toilets on the Leased Premises from the Effective Date through November 1, 2030. The City shall block access to the portable toilets on an annual basis no later than November 8, 2025, unless both parties agree otherwise. Either party may terminate this Agreement upon providing forty-five (45) days' written notice to the other. Upon termination of the Agreement, the City agrees to remove the portable toilets and any fixture/structure associated with the portable toilets within ninety (90) days from the termination of this Agreement. Further, the City shall return the Leased Premises, and the area in which the portable toilets were installed, to a condition as good as prior to the installation of the portable toilets.

Attachments

Agreement
Exhibit A

AGREEMENT FOR USE OF PUBLIC PORTABLE TOILETS

THIS Agreement for the Use of Portable Toilets ("Agreement") is entered into and effective the _____ day of _____ 2025 (herein "Effective Date") by and between MARK A. BEDE and KATHERINE M. BEDE, as Trustees of the BEDE FAMILY REVOCABLE TRUST DATED January 28, 2016, as amended and restated, (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;

WHEREAS, the Owner and the City currently have a Lease for Use of Parking Lot, dated May 19, 2023, ("Parking Lot Lease") wherein Owner grants a lease of certain parking lot areas of the Property being approximately 6,300 sq. ft. to the City (the Leased Premises").

WHEREAS, the Parking Lot Lease provides, "In the event the City wants to use the Leased Premises in a manner that exceeds the original purpose of [the Parking Lot Lease], the City must first obtain the written consent of Owner;"

WHEREAS, the City desires to set up and operate public portable toilets to be used on the Leased Premises, and the parties agree this use exceeds the original purpose of the Parking Lot Lease; and

WHEREAS, the parties desire to enter into this additional Agreement for the purpose of setting up and operating public portable toilets on the parking lot of the Property.

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

1. <u>Prior Lease</u>. This Agreement is in addition to the Parking Lot Lease between the parties. This Agreement does not amend, modify, or revoke the Parking Lot Lease in any way except as specifically modified below.

2. <u>Owner's Consent.</u> The City may set up and operate up to five (5) portable toilets at the northeast corner of the Leased Premises as shown in **Exhibit A.** The parties acknowledge and agree that Exhibit A is a demonstrative exhibit which shows a rough placement of the portable toilets on the Leased Premises and extends the area of the Leased Premises as identified in the Parking Lot Lease.

The Owner understands and acknowledges that these portable toilets that will be operated on the Leased Premises are for the purpose of serving the general public and as a result there will be an increase in the amount of general public traversing on the Leased Premises.

3. **Term.** The term of this Agreement shall be five (5) years from the Effective Date. The City may operate public portable toilets on the Leased Premises from the Effective Date through November 1, 2030. The City shall block access to the portable toilets on an annual basis no later than November 8, 2025, unless both parties agree otherwise. Either party may terminate this Agreement upon providing forty-five (45) days' written notice to the other. Upon termination of the Agreement, the City agrees to remove the portable toilets and any fixture/structure associated with the portable toilets within ninety (90) days from the termination of this Agreement. Further, the City shall return the Leased Premises, and the area in which the portable toilets were installed, to a condition as good as prior to the installation of the portable toilets.

4. **Consideration.** As consideration for this Agreement, the City shall pay Owner $2,500.00 due annually on June 1st of each year.

5. **Cleaning/Maintenance/Repair.** The City is not responsible for any cleaning, maintenance or repair to the Property unless there is damage to the Property as a result of the installation, repair, maintenance, or removal of the portable toilets. The City shall maintain and repair the portable toilets as needed and shall ensure the portable toilets remain in good condition. The City shall contract with a cleaning service to ensure portable toilets are kept in a neat and sanitary condition. Owner shall be responsible for removing snow from the surface of the Leased Premises and the City agrees to remove piled up snow from the Leased Premises at the City's expense.

Owner shall not construct any permanent structure or fixture which would impede the public's use of the portable toilets on the Leased Premises. The City shall not construct any other structure or fixture related to the use of the portable toilets unless agreed to by Owner in writing.

6. **Liability Insurance by Owner; Premium Reimbursement by City.** The City shall maintain the general liability insurance which shall cover the use of the portable toilets as provided for in the Parking Lot Lease.

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 any individual in regards to the use or any injury/damage arising from the use, access, installation, repair, maintenance, and/or removal of the portable toilets on the Leased Premises. Nothing in this provision shall be construed as a waiver by the City. City does not waive governmental immunity by entering into this Agreement 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 Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties hereto and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations hereunder. The parties to this Agreement intend and expressly agree that only the parties' signatory to this Agreement 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 Agreement, or to bring an action for the breach of this

Agreement.

9. Notices. All notices to be given with respect to this Agreement 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 Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed and signed by all parties hereto.

11. Assignment. This Agreement shall be binding on all heirs, assigns, or beneficiaries. Owner shall provide notice of this Agreement to any new potential buyer of the Property and the buyer shall purchase the Property subject to the Agreement while reserving the option of continuing or terminating the Agreement upon the time for renewal as specified by this Agreement.

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 Agreement is determined to be illegal, then the rest of this Agreement shall remain in full force and effect and shall be binding upon parties.

13. Law and Venue. The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement 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 Agreement to be executed on its behalf by its Mayor, and duly attested by its Clerk, and Owner has executed this Agreement with due authority, on the effective date first written above.

THIS AGREEMENT MAY BE SIGNED IN SEPARATE COUNTERPARTS.

CITY OF SHERIDAN:

By: _____
Richard Bridger, Mayor

Attest:

_____
Ashlee Foster, Clerk

OWNER: Bede Family Revocable Trust
dated January 28, 2016

By: _____
Mark A. Bede, Trustee

By: Katherine M. Bede
Katherine M. Bede, Trustee

Exhibit A