AGENDA
CITY OF SHERIDAN
JULY 14, 2025
STUDY SESSION COUNCIL MEETING START 5:30 P.M.

1. Discussion of Bid Award to Astech Corp for the 2025 Sheridan Micro-Surface Project in the Amount of $203,920.10 - Project Manager David Ford

2. Discussion of the Renewal of the Sheridan Travel and Tourism Operating Agreement - City Attorney Brad Thimmesch

3. Discussion of Amendment B to the Emergency Medical Services Agreement - City Attorney Brad Thimmesch

4. Discussion of Ordinance 2294 Amending City Code Article 2-VII, Capital Equipment Reserve and General Fund Reserve - City Attorney Brad Thimmesch and City Treasurer Darla Hawkins

5. Discussion of Resolution 19-25, Authorizing Bank Signatories - City Treasurer Darla Hawkins

6. General Discussion and Potential 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 Bid Award to Astech Corp for the 2025 Sheridan Micro-Surface Project in the Amount of $203,920.10 - Project Manager David Ford

From: David Ford, Project Engineer

To: City Council

CC:

Date: 06/02/2025

Recommendation:

Staff recommend that the Mayor and City Council award the 2025 Sheridan Micro-Surface Project to Astech Corp, the lowest qualified bid, in the amount of $203,920.10.

Staff requests that for the 2025 Sheridan Micro-Surface Project, the Mayor and City Council authorize the Public Works Director, Hanns Mercer, to act on behalf of the Council and Mayor on all matters related to this project.

Background:

The Project base bid includes micro-surfacing approximately 57,405 SQYDs of City of Sheridan streets in the Canby St./Carlin St. area and Sheridan Ave. from the Railroad Bridge south to Wyoming Ave. APWA spec Type 2 rock will be required.

This project was advertised on June 4, June 14, and June 24, with a pre-bid conference held on June 18, and the bid opening on July 2.

Bids Received:

- Astech Corp $203,920.10
- Asphalt Preservation LLC $301,082.00

Engineer's Estimate **$257,120.00**

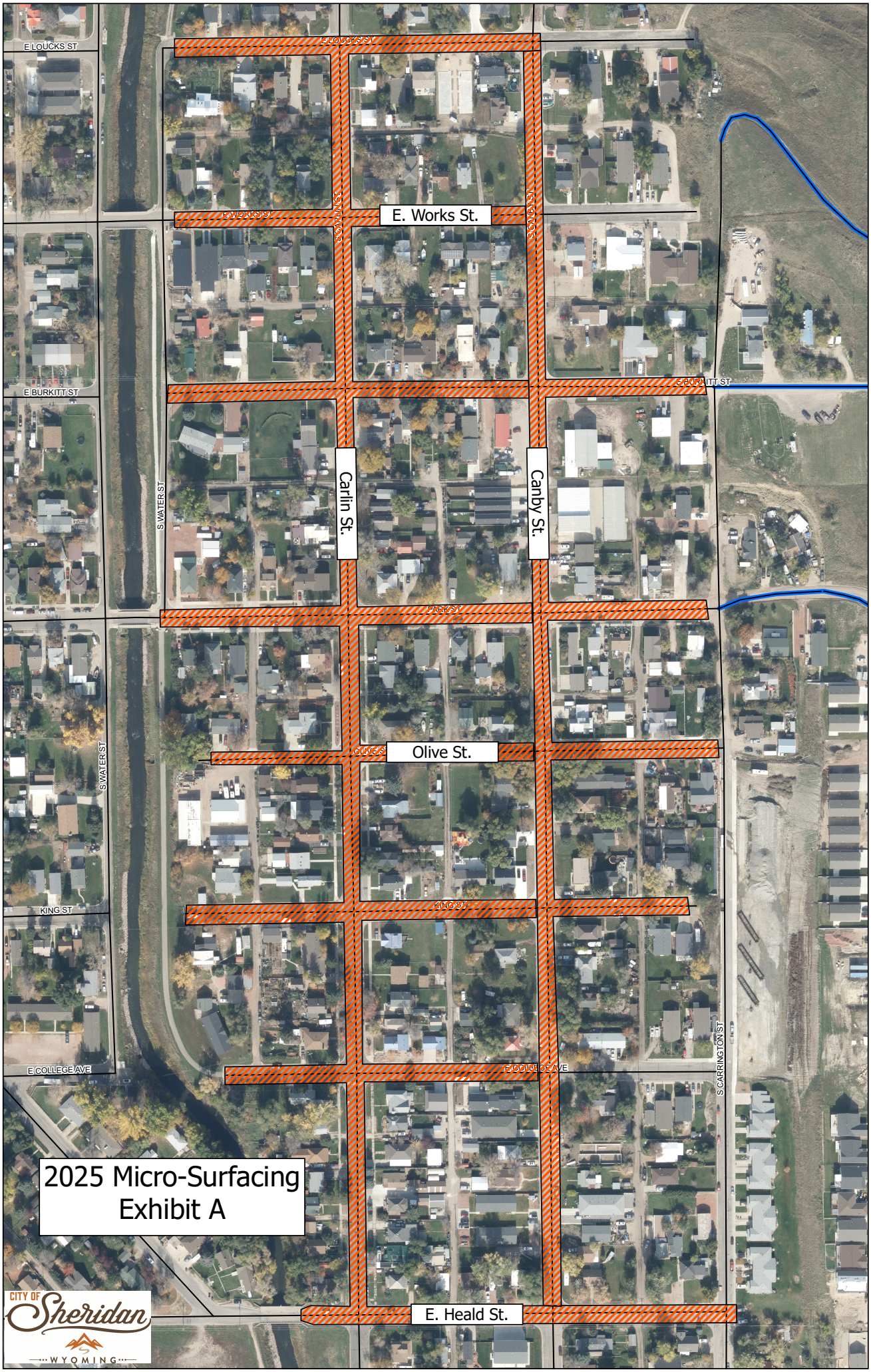
Funding:

This project is funded with CAP Tax and GPET funds.

Attachments

Exhibit A

Exhibit B


E LOUCKS ST
E. Works St.
E BURKITT ST
S WATER ST
Carlin St.
Canby St.
Olive St.
KING ST
E COLLEGE AVE
S CARRINGTON ST
E. Heald St.
2025 Micro-Surfacing
Exhibit A
CITY OF Sheridan
WYOMING


KROE LN
PARK LN
PLAZA LN
WHITNEY LN
E. Brundage St.
N CUSTER ST
N WATER ST
N CARLIN ST
E LOUCKS ST
E WORKS ST
Custer St.
Sheridan Ave.
S CARLIN ST
E BURKITT ST
E. Burkitt St.
WHITNER ST
S CUSTER ST
S WATER ST
PARK ST
OLIVE ST
KING ST
King St.
2025 Micro-Surfacing
Exhibit B
CITY OF Sheridan
WYOMING

CITY OF SHERIDAN, WYOMING

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

Attorney

MEMORANDUM

RE: Discussion of the Renewal of the Sheridan Travel and Tourism Operating Agreement - City Attorney Brad Thimmesch

From: Brad Thimmesch, City Attorney

To: City Council

CC: City Administrator Stuart McRae

Date: 07/14/2025

Background:

Please see attached memo

Attachments

Memo SCT&T

2020 Operating Agreement

2025 Operating Agreement

JAY A. GILBERTZ
KENDAL R. HOOPES
KEVIN K. KESSNER
CHRISTOPHER M. SHERWOOD

BRAD M. THIMMESCH
CARSON L. TANNER

Yonkee & Toner, LLP
Attorneys at Law
319 WEST DOW ST.
P.O. BOX 6288
SHERIDAN, WYOMING 82801-1688

TOM C. TONER OF COUNSEL
LAWRENCE A. YONKEE
(1935-1995)

TELEPHONE (307) 674-7451
FAX (307) 672-6250

MEMORANDUM

To: City of Sheridan
From: Brad Thimmesch
Subject: Sheridan County Travel and Tourism and City of Sheridan Operations Agreement
Date: July 8, 2025

Mayor and Council,

The most recent operating agreement between the City and Sheridan County Travel and Tourism ("SCTT") expires June 30, 2025. Instead of letting the current operating agreement automatically renew, City Staff wished to update or modify some of the key terms and obligations. These updates or modifications are:

1. **Term**: The initial term was updated from five (5) years to two (2) years (July 1, 2025, through June 30, 2027). Additionally, the automatic renewal term was also updated from five (5) years to two (2) years. This may extend the Agreement out to June 30, 2029, with the option for either party to terminate the Agreement prior to the conclusion of the first term.

2. **Employees**: This was updated to reflect the current employment procedures between the parties. SCTT has full discretion and responsibility for managing their employees with the exception that SCTT's employees are subject to the City's employment policies. Additionally, SCTT has access to the City's HR Director.

   FYI, Wyo. Stat. § 39-15-211(a)(ii)(B) regulates the revenues collected from excise tax on the sales of lodging services, which has the primary purpose for local travel and tourism promotions.

3. **Accounting/Payroll and Fiscal Management**: This was updated to reflect the current payroll and fiscal management procedures between the parties. The City shall continue to provide accounting/payroll and fiscal management services. SCTT payments to the City increased from $40,000 to $60,000 with a 5% increase each fiscal year. Additionally, a new clause was added to obligate SCTT to provide the City with all revenue sources and accounting practices and notice of any new or changing revenue sources, accounting practices, or cash withdrawals within fifteen (15) days of their implementation. This is to prevent any surprises and ensure a timely and smooth audit process.

4. **City Travel and Tourism Funds**: This paragraph was removed because the City no longer collects lodging taxes.

5. **Materials and Equipment**: This was updated to reflect any materials and equipment currently in the possession of SCTT is the property of SCTT, and the City shall not be required to repair or replace any material or equipment in the possession of SCTT.

SCTT has already approved and signed this new operating agreement. If you have any questions or concerns, please let me know.

YONKEE & TONER, LLP

Brad Thimmesch

Brad M. Thimmesch

SHERIDAN COUNTY TRAVEL AND TOURISM AND CITY OF SHERIDAN OPERATIONS AGREEMENT

This Agreement is between the City of Sheridan, hereinafter ("City"), and the Sheridan County Travel and Tourism Joint Powers Board, hereinafter ("SCTT), and is entered into on the date undersigned.

WHEREAS, the SCTT was established by a Joint Powers Board Agreement pursuant to W.S. § 39-15-211(a)(ii)(B)(I) and W.S. § 16-1-101 *et.al.*; and

WHEREAS, prior to July 26, 2019, the City of Sheridan had a travel and tourism board; and

WHEREAS, upon the creation of SCTT, the City of Sheridan travel and tourism board was dissolved; and

WHEREAS, the City employs travel and tourism employees and an independent contractor to fulfill the duties prescribed by W.S. 39-15-211; and

WHEREAS, per W.S. § 16-1-101, the City and SCTT may enter in to an agreement to cooperated and assist each other which may include the employment of executives and subordinates.

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

1. Term:
    a. This Agreement shall become effective July 1, 2020. The first term shall be for five years and expire June 30, 2025. This Agreement shall automatically renew for an additional five (5) year term unless either party provides notice ninety (90) days before term expiration of its desire to terminate or renegotiate the contract.

2. Employees:
    a. The City travel and tourism employees and independent contractor shall be subject to the direction and oversight of the SCTT Board of Directors.

    b. Employee actions, responsibilities and job performance shall be limited per W.S. § 39-15-211(a)(ii)(B)(I).

    c. All employees shall be subject to all City of Sheridan employment policies except as provided per this Agreement.

    d. Salary and compensation of all travel and tourism employees and the independent contractor shall be set by the City of Sheridan per the budget established by the SCTT Board of Directors.

e. Travel and Tourism employees may be terminated by the SCTT Board of Directors with consent of the City Administrator.

f. SCTT may hire travel and tourism employees without consent of the City.

g. SCTT shall have access to the City Human Resources Director for all human resource matters.

h. Upon the termination of the first term, or at any time during the term as determined by SCTT, all City travel and tourism employees shall become employees of SCTT. Upon said transfer of employment, SCTT shall be responsible for obtaining employee benefits that it deems reasonable. The City shall continue to provide accounting/payroll and fiscal management services per this agreement. Further, SCTT shall be solely responsible for, and the City shall have no oversight or involvement in any and all employment matters including the hiring/firing of employees.

3. Accounting/Payroll and Fiscal Management:

a. Pursuant to W.S. §39-15-211(a)(ii)(B)(I) all SCTT funds shall be managed in accordance with the Uniform Municipal Fiscal Procedures Act.

b. SCTT revenue is generated from lodging taxes, per W.S. §39-15-201 *et.al.*, collected by the State of Wyoming and delivered to Sheridan County. Sheridan County shall deliver the funds to the City of Sheridan for management on behalf of SCTT.

c. The City shall pay all claims, salaries, benefits and expenses of SCTT with the collected lodging taxes pursuant to the SCTT approved budget and non-budgeted SCTT Board-approved expenditures.

d. For any amount remaining after the payment of claims, salaries, benefits and expenses of SCTT, the City will deliver such amount approved by the SCTT Board, which shall not exceed 10% of the collected funds pursuant per W.S. §39-15-211(a)(ii)(B)(II), to each Sheridan County Government entity on a quarterly basis in proportion to the amount collected by each respective entity.

e. The City of Sheridan shall be paid $40,000.00 per fiscal year to provide accounting, payroll, fiscal management, and human resource services. Human resource services and fiscal management services which require the expenditure of out of pocket expenses shall be the responsibility of SCTT. Examples of out of pocket expenses may include but are not limited to legal fees, hiring and staffing services, employment disputes, audits, claims or litigation.

f. The SCTT budget shall be solely determined by SCTT and developed pursuant to the Wyoming Fiscal Procedures Act and W.S. § 16-12-401 et. al.

4. City Travel and Tourism Funds:
   a. The City of Sheridan collected lodging taxes prior to April 1, 2019 per Wyoming Statute. On the effective date of this Agreement, the City shall transfer all unexpended funds it received from the lodging tax prior to April 1, 2019 to SCTT.

5. Materials and Equipment:
   a. During the term of this Agreement, the City shall make available to SCTT all City materials and equipment utilized by the City of Sheridan Travel and Tourism Department. The City shall not be required to repair or replace any materials or equipment utilized by SCTT. Should equipment and materials require replacement, SCTT shall purchase the replacement. The replacement materials and equipment shall be the property of SCTT. The City shall have no claim of ownership, loss or right to compensation for the damaged or worn out materials or equipment.

   b. Additional City personal and resources may be made available for the needs of SCTT pursuant to the standard City special use permitting procedures or approval of the City Administrator.

6. Insurance:
   a. SCTT shall be required to obtain and keep in force, if it is utilizing any City facility or the City travel and tourism employees, a comprehensive liability insurance insuring the City and SCTT against any liability arising out of the use, occupancy or maintenance of the City facility and all areas appurtenant thereto or from actions of employees. Such insurance shall insure against loss due to bodily injury or death or property damage with limits of $1,000,000.00 for each occurrence and $1,000,000.00 general aggregate.

7. Immunity and Indemnification:
   a. Neither party is or intending to, by the terms of this Agreement or any future act of the parties, waive any governmental liability granted under Wyoming Statute.

   b. SCTT indemnifies and shall defend the City from any and all acts of the SCTT Board of Directors, whether individually or jointly, travel and tourism employees, contractors, and agents while said individuals are acting under the scope of duties or direction of SCTT.

8. Termination:

a. This Agreement may be terminated by either party by providing a six (6) month termination notice to the other.

b. Termination of this Agreement shall occur within ninety (90) days upon any of the following:

i. Termination of the Sheridan County Travel and Tourism Joint Powers Board; or

ii. Failure of the Sheridan County voters to approve the County wide additional lodging tax; or

9. Third Party Beneficiary Rights:

a. The parties do not intend, and this Agreement shall not be so construed, to create in any other individual or entity the status of a third-party beneficiary. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this agreement and for their sole benefit.

10. Notices:

City of Sheridan
c/o Brendon Kerns, City Attorney
P.O. Box 848
Sheridan, WY 82801

Sheridan County Travel and Tourism

_____

_____

Sheridan, WY 82801

11. Modification:

This Agreement represents the entire understanding between the parties hereto with respect to the subject matter hereof, and all prior agreements, understandings or negotiations shall be deemed to be merged herein. No amendments or modifications to this Agreement shall be made or deemed to have been made unless in writing executed by the parties to be bound thereby.

12. Execution:

a. This Agreement may be executed in counterparts and shall be fully effective as if all parties executed one original. This Agreement may be executed via facsimile transmission or PDF format (electronic signatures transmitted via e-mail).

IN WITNESS WHEREOF, the parties have duly executed this Agreement of Understanding this _____ day of _____, 2020.

City of Sheridan, State of Wyoming

By: Mayor Roger Miller
Title: Mayor
Date: 05/14/2020
Attest:

Sheridan County Travel and Tourism

By: PJ Treide
Title: STT Board Chair
Date: May 18, 2020

SHERIDAN COUNTY TRAVEL AND TOURISM AND CITY OF SHERIDAN OPERATIONS AGREEMENT

This Agreement is by and between the City of Sheridan, hereinafter (the "City"), and the Sheridan County Travel and Tourism Joint Powers Board, hereinafter ("SCTT"), and is entered into on the date undersigned.

WHEREAS, SCTT was established by a Joint Powers Board Agreement pursuant to W.S. § 39-15-211(a)(ii)(B)(I) and W.S. § 16-1-101 *et.al.;*

WHEREAS, the City and SCTT wished to renegotiate the prior Sheridan County Travel and Tourism and City of Sheridan Operations Agreement, dated May 18, 2020, and first term expiring June 30, 2025; and

WHEREAS, per W.S. § 16-1-101, the City and SCTT may enter into an agreement to cooperate and assist each other.

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

1. Term:

This Agreement shall become effective July 1, 2025. The first term shall be for two (2) years and shall expire on June 30, 2027. This Agreement shall automatically renew for an additional two (2) year term unless either party provides notice ninety (90) days before the expiration of the first term of their desire to terminate or renegotiate this Agreement.

2. Employees:

   a. Employee actions, responsibilities, and job performance shall be limited per W.S. § 39-15-211(a)(ii)(B)(I).

   b. SCTT shall be solely responsible for any and all of their employment matters including the hiring/firing of employees.

   c. SCTT shall be responsible for obtaining employee benefits that it deems reasonable.

   d. All SCTT's employees shall be subject to the City's employment policies except as provided pursuant to this Agreement.

   e. SCTT shall have access to the City Human Resources Director for all human resource matters.

3. Accounting/Payroll and Fiscal Management:

   a. Pursuant to W.S. §39-15-21 l(a)(ii)(B)(I) all SCTT funds shall be managed in accordance with the Uniform Municipal Fiscal Procedures Act.

b. SCTT revenue is generated from lodging taxes, per W.S. §39-15-201 *et.al.*, collected by the State of Wyoming and delivered to Sheridan County. Sheridan County shall deliver the funds to the City of Sheridan for management on behalf of SCTT.

c. The City shall continue to provide accounting/payroll and fiscal management services pursuant to this Agreement.

d. The City shall pay all claims, salaries, benefits and expenses of SCTT with the collected lodging taxes pursuant to the SCTT approved budget and non-budgeted SCTT Board-approved expenditures.

e. For any amount remaining after the payment of claims, salaries, benefits, and expenses of SCTT, the City may deliver such amount approved by the SCTT Board, which shall not exceed 10% of the collected funds pursuant per W.S. §39- 15-211(a)(ii)(B)(II), to each Sheridan County Government entity on a quarterly basis in proportion to the amount collected by each respective entity.

f. The City shall be paid **$60,000.00** by SCTT for FY26 to provide accounting, payroll, fiscal management, and human resource services. This payment shall increase by **5%** each fiscal year thereafter, i.e. SCTT payment to the City shall be $63,000.00 for FY27. Human resource services and fiscal management services which require the expenditure of out-of-pocket expenses shall be the responsibility of SCTT. Examples of out-of-pocket expenses may include, but are not limited to, legal fees, hiring and staffing services, employment disputes, audits, claims, or litigation. The SCTT budget shall be solely determined by SCTT and developed pursuant to the Wyoming Fiscal Procedures Act and W.S. § 16-12-401 *et. seq.*

g. **SCTT shall provide to the City any and all revenue sources and accounting practices. Additionally, SCTT shall provide to the City Treasure notice of any new or changing revenue sources, accounting practices, or cash withdrawals no later than fifteen (15) days of its implementation. This shall include, but not be limited to, providing notice for any new or changed payment system, consignment sales, alternate use of designated funds, and cash withdrawals.** The purpose of this notice is to provide the City with the knowledge needed to timely and accurately keep records and minimize surprises during the audit process.

h. Additional City personal and resources may be made available for the needs of SCTT pursuant to the standard City special use permitting procedures or approval of the City Administrator.

4. Materials and Equipment:

a. All materials and equipment currently in the possession of and later purchased by SCTT shall be the property of SCTT. The City shall have no claim of ownership, loss or right to compensation for the damaged or worn-out materials

or equipment.

b. The City shall not be required to repair or replace any materials or equipment utilized by SCTT.

5. Insurance:

SCTT shall be required to obtain and keep in force, if it is utilizing any City facility or the City travel and tourism employees, a comprehensive liability insurance insuring the City and SCTT against any liability arising out of the use, occupancy, or maintenance of the City facility and all areas appurtenant thereto or from actions of employees. Such insurance shall insure against loss due to bodily injury or death or property damage with limits of $1,000,000.00 for each occurrence and $1,000,000.00 general aggregate.

6. Immunity and Indemnification:

a. Both parties do not waive governmental immunity by entering into this Agreement and specifically retains immunity and all defenses available to it pursuant to the Wyoming Governmental Claims Act, W.S. § 1-39-101 *et seq.*, and all other state law.

b. SCTT shall indemnify and defend the City from any and all acts of the SCTT Board of Directors, whether individually or jointly and SCTT's employees, contractors, and agents while said individuals are acting under the scope of duties or direction of SCTT.

7. Termination:

a. This Agreement may be terminated at any time by either party by providing a six (6) month termination notice to the other.

b. Termination of this Agreement shall occur within ninety (90) days upon any of the following:

i. Termination of the Sheridan County Travel and Tourism Joint Powers Board; or

ii. Failure of the Sheridan County voters to approve the County wide additional lodging tax.

8. Third Party Beneficiary Rights:

The parties do not intend, and this Agreement shall not be so construed, to create in any other individual or entity the status of a third-party beneficiary. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and for their sole benefit.

9. Notices: Any notice to the parties permitted or required herein shall be deemed properly delivered upon being deposited in the U.S. Mail, postage prepaid, certified, with return receipt requested, and addressed as follows:

City:	**SCTT:**
City of Sheridan	Sheridan County Travel and Tourism
Attn: City Clerk	1517 E. 5th St.
55 Grinnell Plaza	Sheridan, WY 82801
Sheridan, WY 82801	

10. Entire Agreement & Modification:

This Agreement represents the entire understanding between the parties hereto with respect to the subject matter hereof, and all prior agreements, understandings, or negotiations shall be deemed to be merged herein. No amendments or modifications to this Agreement shall be made or deemed to have been made unless in writing executed by the parties.

11. Assignment:

The parties shall not assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party.

12. Waiver:

Notwithstanding any provisions in this Agreement, any waiver by either party of any default shall not be construed as a waiver of any subsequent default. 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.

13. Severability:

If any provisions of this Agreement are determined to be illegal; prohibited; or rendered unenforceable by law, state or federal, shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement.

14. Governing Law, Jurisdiction & 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.

15. Effective Date.

The effective date of this Agreement is the date it is executed by the parties.

16. Time.

Time is the essence of this Agreement.

17. Signatures.

The parties executing this Agreement certify that they have the proper authority to bind their respective entities to all terms and conditions set forth herein.

18. Execution:

This Agreement may be executed in counterparts and shall be fully effective as if all parties executed one original. This Agreement may be executed via facsimile transmission or PDF format (electronic signatures transmitted via e-mail).

IN WITNESS THEREOF, the parties duly executed this Agreement this ____ day of _____ 2025.

CITY OF SHERIDAN

_____
Richard Bridger, Mayor

ATTEST:

_____
Ashlee Foster, City Clerk

SHERIDAN COUNTY TRAVEL AND TOURISM

By: _____

Name: Lane Carstad

Title: Board President

CITY OF SHERIDAN, WYOMING

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

Attorney

MEMORANDUM

RE: Discussion of Amendment B to the Emergency Medical Services Agreement - City Attorney Brad Thimmesch

From: Brad Thimmesch, City Attorney

To: City Council

CC: City Administrator Stuart McRae

Date: 07/14/2025

Background:

Please see attached memo

Attachments

Memo EMS Agreement

Original EMS Agreement

EMS Amendment A

EMS Amendment B

JAY A. GILBERTZ
KENDAL R. HOOPES
KEVIN K. KESSNER
CHRISTOPHER M. SHERWOOD

BRAD M. THIMMESCH
CARSON L. TANNER

Yonkee & Toner, LLP
Attorneys at Law
319 WEST DOW ST.
P.O. BOX 6288
SHERIDAN, WYOMING 82801-1688

TOM C. TONER OF COUNSEL
LAWRENCE A. YONKEE
(1935-1995)

TELEPHONE (307) 674-7451
FAX (307) 672-6250

MEMORANDUM

To: City of Sheridan
From: Brad Thimmesch
Subject: EMS Agreement, Amendment B
Date: July 8, 2025

Mayor and Council,

The Emergency Medical Services Agreement (the "Agreement") between the City, Sheridan County, and Wyoming Regional EMS, LLC was entered into by the parties on or around November 1, 2022. The term of the Agreement is November 19, 2022, through June 30, 2027, with automatic renewal periods of two (2) years.

Amendment A to the Agreement was executed by the City on May 13, 2024, which increased the City's fee to $12,854.70 per month for FY25. This amendment was required by the Agreement under Article 3.1.4 Second Year Adjustment.

The parties met earlier this year to discuss Wyoming Regional EMS's services and the need for two (2) new ambulances within the next two (2) years for Sheridan County (the "Service Area"). As a result of this meeting, City Staff proposed the included Amendment B, which provides the following changes and obligations:

1. The City's current monthly fee for FY25, $12,854.70, will be locked in through FY27, the remainder of the Agreement's term.

2. The City will no longer have to maintain and operate one (1) ALS certified ambulance with the necessary staff to be able to respond to 911 calls as required by Article 3.3 City Ambulance of the Agreement.

3. The City does not need to enter into an additional agreement with Wyoming Regional EMS to collect for services provided with the City's ambulance as required by Article 7.2 City Fire Department Ambulance Response of the Agreement.

4. The City shall convey and transfer its ambulance, a 2022 Horton Ambulance, to Wyoming Regional EMS to be primarily used in the Service Area. Wyoming Regional EMS agreed that the City's current ambulance will suffice as one (1) of the two (2) ambulances needed for the Service Area.

5. No later than August 31, 2026, the City shall pay Wyoming Regional EMS $50,000 and Sheridan County shall pay Wyoming Regional EMS $200,000 for the purchase of a new ambulance to be primarily used in the Service Area. Additionally, Wyoming Regional EMS

agrees that if the cost of the new ambulance is over $250,000, then Wyoming Regional EMS will cover the excess costs, or if the cost of the new ambulance is under $250,000, then Wyoming Regional EMS will save the remaining balance and use it for the purchase of an additional new ambulance in the future. At the meeting, Wyoming Regional EMS stated that this second new ambulance for our Service Area is approximately $250,000.

The valuation of the City's current ambulance and payment by the City and County were determined as follows:

1. The value of the City's ambulance is approximately $200,000.

2. The City's costs for maintaining the ambulance as required by the Agreement would amount to approximately $50,000 for the next two (2) years, the remaining term of the Agreement.

3. From this understanding, the parties agreed that the approximate net value of the ambulance is $150,000 ($200,000 - $50,000), as provided in Amendment B.

4. For the second ambulance, the City is paying $50,000 and the County is making up for the City's conveyance of its ambulance by paying $200,000.

5. Therefore, over the course of the next two (2) years, both the City and the County are contributing $200,000 to Wyoming Regional EMS for the two (2) new ambulances needed in our Service Area.

Both Sheridan County and Wyoming Regional EMS have approved and signed Amendment B. If you have any questions or concerns, please let me know.

YONKEE & TONER, LLP

Brad Thimmesch

_____

Brad M. Thimmesch

EMERGENCY MEDICAL SERVICES AGREEMENT

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

RECITALS

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

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

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

DEFINITIONS AND REFERENCES

"*911*" - the City operated emergency dispatch system.

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

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

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

"Emergent"- a response to a call in which there is a significant risk to a person's life, limb or health.

"Non-Emergent" – means any call not otherwise classified as Emergent.

"*Emergency Medical Services*" - known herein as "EMS"

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

"*Office of Emergency Medical Services*" - known herein as "OEMS"

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

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

"*Service Area*" - the entire Sheridan County, Wyoming.

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

ARTICLE 1 - DESIGNATIONS

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

Campbell County Hospital District
Attn: Agreement Manager
501 S. Burma Ave.
Gillette, WY 82716
(307) 688-1161

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

City of Sheridan Fire Chief
Gary Harnish
151 South Scott Street
Sheridan, Wyoming, 82801
(307) 672-6126

ARTICLE 2 - WYOMING REGIONAL RIGHTS AND OBLIGATIONS

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

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

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

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

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

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

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

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

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

2.1.1.8. Vehicle Decal. All ambulances dedicated to be used on a regular basis by WYOMING REGIONAL in Sheridan County shall have a decal or painted moniker referencing WYOMING REGIONAL.

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

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

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

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

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

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

a. Priority 1 (Emergent): 8 Minutes for 90% of calls

b. Priority 2 (Non-Emergent): 15 Minutes for 90% of calls

c. Despite the response times provided here, all ambulance responses shall be conducted in a reasonable and prudent manner with due regard to the safety of the public and the crews responding and the resources available.

2.2.3.2 Within Sheridan County, excluding City limits of Sheridan:

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

2.2.4 Response Staffing. WYOMING REGIONAL or its subcontractors shall provide the necessary staffing to comply with OEMS standards.

2.2.5 Variance Request. WYOMING REGIONAL may request a variance when emergent calls are not completed within the response time standards. Variance requests may be for delays caused by any reason including but not limited to inclement weather, construction, road closures, inaccurate dispatch information, multiple or simultaneous incidents and mass casualty events. The grant of a variance shall be at the discretion of the

Sheridan Agreement Manager; however, the presumption shall be that such request by WYOMING REGIONAL is valid and in good faith absent evidence to the contrary. The grant of a variance shall only be for the requested occurrence and shall not be deemed as an amendment to this Agreement.

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

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

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

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

(a) WYOMING REGIONAL shall grant the Sheridan Agreement Manager access to the shift scheduling software;

(b) Maintenance and service reports described in Article 2.1.1 on a quarterly basis beginning immediately upon the date of this Agreement;

(c) Monthly performance reports including average response times for all ambulance responses, number of responses and number of transports originating from the City 911 dispatch center described in Article 2.3.1;

(f) Proof of compliance with all insurance requirements described herein.

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

(a) Average response times for all responses within the Service Area;

(b) Detailed response time reports;

(c) Response and transport modes- emergent vs. non-emergent responses;

(d) Any delayed response causes;

(e) Reasons for multiple ambulance responses to a single call;

(f) Any instances of mechanical ambulance failures when effecting response, transport or patient care;

(g) Any instances where no ambulances are available for immediate call response;

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

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

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

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

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

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

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

ARTICLE 3 – CITY AND COUNTY RIGHTS AND OBLIGATIONS

3.1 Payment. WYOMING REGIONAL shall receive monthly payments in the amounts, after the submission of required invoices, as described below.

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

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

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

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

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

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

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

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

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

City of Sheridan	Sheridan County
Fire Chief Gary Harnish	Board of County Commissioners
151 S. Scott St.	224 S. Main St., Ste B-1
Sheridan, WY 82801	Sheridan, WY 82801

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

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

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

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

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

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

ARTICLE 4 - TERM

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

ARTICLE 5 - DECLARED EMERGENCIES

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

ARTICLE 6 - INSURANCE AND INDEMNIFICATION

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

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

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

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

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

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

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

6.2 Indemnification

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

ARTICLE 7 – RATES AND CHARGES

7.1 WYOMING REGIONAL Rates and Charges. Wyoming Regional or its agent shall bill patients in accordance with the rates set forth in **Exhibit 1**. Wyoming Regional shall provide the Sheridan Agreement Manager with notice of any rate changes immediately upon implementation.

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

ARTICLE 8 – BREACHES, REMEDIES AND DAMAGES

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

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

8.2 Material Breach.

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

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

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

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

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

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

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

8.3 Remedies for Material or Minor Breach.

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

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

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

the claim of a minor breach may be used in any future declaration of a material breach or court proceeding.

8.3.3 Remedies of Material Breach. In the event of a material breach by any party, any non-breaching party shall give the breaching party written notice setting forth with reasonable specificity the material breach. The breaching party shall have 5 days from the date of receipt of the notice to provide the non-breaching party a written Plan to Remedy the material breach. The Plan to Remedy shall include the date on which the material breach shall be resolved. The non-breaching party shall have 5 days from the date of receipt of the Plan to Remedy to approve, deny or request changes to the plan. A denial of the Plan to Remedy shall act as a termination of this Agreement per the terms described in Article 9.1.

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

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

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

8.3.5.2 Performance Penalties:

i. Subject to the exceptions set forth herein, $100.00 per minute for any emergency response within the City municipal boundary with response time over 12 minutes from the time the crew calls themselves en-route (not from the pre-page or acknowledgement of the page).

ii. $150.00 for failure to timely and accurately report being on scene if occurrence happens more than three times within (30) days.

iii. $250.00 for not having required equipment on each ALS Ambulance as required by State EMS.

iv. $500.00 for use of an ambulance that is illegal or that compromises the intended use of the ambulance or reflects adversely on the City or WYOMING REGIONAL.

v. Subject to force majeure occurrences, $250.00 for not responding to a Priority 1 (emergent) request for service (either electronically or by radio) within 150 seconds of acknowledgement of the page for service and an additional $250.00 for failure to respond within 180 seconds of acknowledgement of page. (Priority 2 calls are exempt from this penalty).

vi. $500.00 for leaving the scene of an incident when assisting the City without prior authorization from Incident Command of that scene.

vii. $500.00 for failure to notify the Sheridan Fire Department of being next up.

viii. $3,000.00 for each time the Sheridan Fire Department deploys its ambulance when WYOMING REGIONAL is not able to provide 3 ambulances for 911 calls as required by this Agreement.

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

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

ARTICLE 9 - TERMINATION

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

(a) Mutual Agreement of the Parties;

(b) Material breach of this Agreement, terminable by any non-breaching party;

(c) Bankruptcy or dissolution of WYOMING REGIONAL;

(d) Failure to renew the term per Article 4;

(e) Changes in federal, state or local law adversely affecting any party, provided that the terminating party has made a good faith attempt to negotiate a reasonable, in such terminating party's sole discretion, revision to the agreement;

(e) Order of a Court.

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

ARTICLE 10 - GENERAL TERMS

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

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

10.1.1.1 Leased Equipment. City or County equipment and vehicles leased to WYOMING REGIONAL shall not be used outside of Sheridan County except to respond for emergency assistance. Requests for the temporary use of vehicles or equipment by CCH-EMS shall be allowed upon notice being provided to the Sheridan Contract Manager. Temporary use which exceeds 7 days, shall require the Sheridan Contract Manager's approval. City and County equipment or vehicles shall not be subleased or assigned to to any other party without approval of the Sheridan County Manager.

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

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

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

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

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

(a) the failure to perform was caused by an impediment beyond its reasonable control; and

(b) that the impediment could not reasonably have been avoided or overcome.

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

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

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

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

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

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

SHERIDAN:

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

WYOMING REGIONAL:

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

10.9 Governmental Immunity. Nothing in this Agreement shall in any way be deemed a waiver of any of the requirements or immunities provided by the Wyoming Governmental Claims Act. The City and County specifically retain all immunities and defenses available to them as governmental entities pursuant to W.S. § 1-39-101, et seq and other applicable law.

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

10.11 Independence of this Agreement WYOMING REGIONAL is an independent contractor and nothing herein is intended, or should be construed as creating a relationship of partners, agency, representative, or employee/employer for any purpose. No WYOMING REGIONAL agent, subcontractor or employee shall be held or construed to be an employee of the City or County.

10.12 Agreement of Construction. This Agreement has been negotiated between the parties and no preference shall be given to any party should the construction of any term of this Agreement be required by a Court.

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

Dated this 1ST **day of** NOVEMBER **, 2022.**

Wyoming Regional EMS, LLC

Dated this 2ND **day of** November **, 2022.**

City of Sheridan Mayor, Richard Bridger

Attest: Cecilia Good, City Clerk

Dated this 1st **day of** November **, 2022.**

Sheridan County Commission Chairman, Lonnie Wright

Attest: Eda Thompson, County Clerk

Schunk

Exhibit 1 - Rates

SEMS BLS BASE RATE EMERGENCY CNH $1329.00

SEMS ADV LIFE SUPPORT LEVEL 2 CNH $2389.50

SEMS ONE HALF ALS1 BASE CNH $1015.00

SEMS ONE HALF BLS BASE RATE CNH $665.00

SEMS Non-Emergency Transfer CNH $373.50

SEMS Return Patient Transfer CNH $182.50

SEMS CRITICAL CARE TRANSPORT CNH $2755.00

SEMS ALS1 BASE RATE EMERGENCY CNH $2028.50

SEMS ALS SCENE TREAT/NO TRANSP CNH $595.00

SEMS CASIR & IMDEV INF MON HM CNH $1554.00

SEMS BAMLAN/ETESEVI INJ HOME CNH $1554.00

SEMS MCARE SCENE DEATH NOTRNSP CNH $2389.50

SEMS AMBULANCE PER MILE CNH $3.31

SEMS ALS1 BASE RATE CNH $1220.00

SEMS HOME VISIT NOS CNH $160.00

SEMS BLS BASE RATE NON EMERGEN CNH $782.50

SEMS ALS - Mileage per tenth of a mile CNH $6.00

AMENDMENT A

EMERGENCY MEDICAL SERVICES AGREEMENT

This Amendment to the Emergency Medical Services Agreement (EMS Agreement) is entered by the parties as of the date of the last signor below.

WHEREAS, the EMS Agreement Article 3.1 anticipated an amendment to the City of Sheridan and County of Sheridan payment for services beginning July 1, 2024, referred to as the Second Year Adjustment.

WHEREAS, the parties have met and agreed to amend the EMS Agreement to reflect the cost of services.

IT IS THEREFORE AGREED BY THE PARTIES:

A. Article 3.1.1 is amended to include paragraph (c):

c. For Fiscal Year 25, beginning July 1, 2024 and ending June 30, 2025, the City shall be invoiced $12,854.70 per month.

B. Article 3.1.2 is amended to include paragraph (c):

c. For Fiscal Year 25, beginning July 1, 2024 and ending June 30, 2025, the County shall be invoiced $12,854.70 per month.

C. This amendment is not intended to amend or alter the meaning or interpretation of any other term or condition of the EMS Agreement.

Wyoming Regional EMS, LLC — Date: May 13, 2024

boxSIGN 15X6RQXK-467L7Y3Y

City of Sheridan, Mayor Richard Bridger — Date: May 13, 2024

Attest: Cecilia Good, City Clerk

Nick Siddle, Chairman — Date: 4/16/24
Board of County Commissioners
Sheridan County

Attest: Eda Schunk Thompson, County Clerk

AMENDMENT B

EMERGENCY MEDICAL SERVICES AGREEMENT

This Amendment to the Emergency Medical Services Agreement, dated November 2, 2022, (the "EMS Agreement") is entered into by the parties as of the date of the last signor below.

WHEREAS, Wyoming Regional's proposed replacement plan provides the need for two (2) new ambulances before the term of the EMS Agreement expires on June 30, 2027.

WHEREAS, the parties have met and agreed to amend the obligations provided under the EMS Agreement to accurately reflect the parties' expectations through the remainder of the term, June 30, 2027.

IT IS THEREFORE AGREED BY THE PARTIES:

1. **Article 3.1.1 City Payment is amended to include paragraph (d):**

   d. For Fiscal Years 26-27, beginning July 1, 2025, and ending June 30, 2027, the City shall be invoiced $12,854.70 per month.

2. **Article 3.1.2 County Payment is amended to include paragraph (d):**

   d. For Fiscal Years 26-27, beginning July 1, 2025, and ending June 30, 2027, the County shall be invoiced $12,854.70 per month.

3. **Article 3.3 City Ambulance** is hereby revoked in its entirety. The parties hereby agree that the City is no longer required to operate and maintain one (1) ALS certified ambulance with the necessary staff to be able to respond to any 911 calls.

4. **Article 7.2 City Fire Department Ambulance Response** is hereby revoked in its entirety. The parties hereby agree that this provision is no longer necessary or applicable because the City Fire Department will no longer have an ambulance upon executing this Amendment or soon thereafter.

5. The City shall convey and transfer title for the City's ambulance, 2022 Horton Ambulance, VIN: 1FDUF5HT2NED23242, to Wyoming Regional. Wyoming Regional shall primarily use said ambulance in the Service Area. Title shall be transferred by the City to Wyoming Regional within thirty (30) days of this Amendment being executed by the parties. The parties hereby agree that said ambulance's approximate net value is $150,000.00.

6. No later than August 31, 2026, The City shall pay $50,000.00 to Wyoming Regional, and the County shall pay $200,000.00 to Wyoming Regional for the purpose of purchasing a new ambulance to be used in the Service Area (collectively the "Ambulance Fund"). Wyoming Regional shall only use the Ambulance Fund for the sole purpose of purchasing a new ambulance

to be used in the Service Area. Wyoming Regional shall primarily use said purchased ambulance in the Service Area.

Wyoming Regional agrees that if the cost of the new ambulance is in excess of the Ambulance Fund, then Wyoming Regional shall pay the excess costs. In the alternative, if the cost of the new ambulance is below the Ambulance Fund, then Wyoming Regional shall notify the City and County and maintain the remaining balance of the Ambulance Fund to be used for the purchase of another new ambulance in the future.

7. This Amendment is not intended to amend or alter the meaning or interpretation of any other term or condition of the EMS Agreement.

Chris Bell, Vice Chair — 6/27/2025
Wyoming Regional EMS, LLC — Date

City of Sheridan, Mayor Richard Bridger — Date

Attest: Ashlee Foster, City Clerk

Nik Liddle — 6/17/25
Lonnie Wright, Chairman — Date
Board of County Commissioners
Sheridan County

Eda Schunk Thompson 6/17/25
Attest: Eda Schunk Thompson, County Clerk

CITY OF SHERIDAN, WYOMING

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

Attorney

MEMORANDUM

RE: Discussion of Ordinance 2294 Amending City Code Article 2-VII, Capital Equipment Reserve and General Fund Reserve - City Attorney Brad Thimmesch and City Treasurer Darla Hawkins

From: Brad Thimmesch, City Attorney

To: City Council

CC: City Administrator Stuart McRae

Date: 07/14/2025

Background:

Please see attached memo

Attachments

Memo re: Ord 2294

Ordinance No. 2294

Resolution 17-14

Proposed Resolution

JAY A. GILBERTZ
KENDAL R. HOOPES
KEVIN K. KESSNER
CHRISTOPHER M. SHERWOOD

BRAD M. THIMMESCH
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LAWRENCE A. YONKEE
(1935-1995)

TELEPHONE (307) 674-7451
FAX (307) 672-6250

MEMORANDUM

To: City of Sheridan
From: Brad Thimmesch
Subject: General Equipment Reserve and General Fund Reserve
Date: July 8, 2025

Mayor and Council,

Both the General Fund Reserve and a Fleet Reserve have come up a few times at Council meetings. Currently, there is a City Code for each of these reserves and a resolution for the General Fund Reserve. As brought up by the Governing Body, City staff do want to clean up the current policies for these reserves and propose the following changes as represented by the proposed Ordinance No. 2294.

Before going into the specific reserves, I do want to provide some background. Wyo. Stat. § 16-4-105 regulates both of these reserves:

(a) A municipality may accumulate retained earnings in any enterprise or intragovernmental service fund or accumulate a fund surplus in any other fund. With respect to the general fund the accumulated fund balance may be used to meet any legal obligation of the municipality or to:

(ii) Provide a reserve to meet emergency expenditures.

(b) A municipality may appropriate funds from estimated revenue in any budget year to a reserve for capital improvements and for depreciation within any capital improvements fund, and for the purpose of purchasing or replacing specified equipment or a depreciation reserve for equipment, which has been duly established by ordinance. Money in the reserves may be allowed to accumulate from year to year until the accumulated total is sufficient to permit economical expenditure for the specified purposes. Disbursements from reserves shall be made only by transfer to a revenue account within a capital improvements fund pursuant to an appropriation for the fund. The amount appropriated to reserves under this subsection in any budget year shall not exceed ten percent (10%) of the municipality's total revenues for that budget year.

Additionally, you will notice that Wyo. Stat. § 16-4-105(b) outlines how a reserve works. A reserve is not and cannot be a Fund, but it is an "account" within a Fund. When the City wants to use money from a reserve the money must first be transferred to an appropriate "revenue account" that is also within a Fund. Then from this revenue account, the money can be used.

I. Capital Equipment Reserve

Currently, City Code 2-91 – General Fixed Assets Replacement Reserve Fund provides:

> A general fixed assets replacement reserve fund is created and established which will be used only as a depreciation reserve fund for purchase of equipment accounted for in the general fixed assets fund or transferred to a capital improvements fund for funding additions and replacements to general fixed assets. Annually the city treasurer will report to the city council on the adequacy of the general fixed assets replacement reserve fund as to fund replacements for the next thirty years.

I do not believe this "Reserve Fund" is currently being used or if it ever has been. Additionally, this current Reserve Fund can be used for any fixed asset such as buildings, equipment, vehicles, infrastructure, and fixtures.

The new proposed City Code 2-91 – Capital Equipment Reserve provides:

> The Capital Equipment Reserve is created and established for the purpose of accumulating and maintaining funds to be used only for the maintenance, purchase, or replacement of equipment. The amount of revenue appropriated to the Capital Equipment Reserve for a fiscal year shall not exceed ten percent (10%) of the City's total revenues for that fiscal year.

The proposed updates clarify that this is a reserve "account" and not a Fund. Additionally, as discussed by the Governing Body, this reserve is only for accumulating and maintaining funds for the sole purpose of being used for our fleet and equipment. The reserve will be maintained within the City's General Fund and from there, the money can be transferred to any revenue account to purchase approved parts, equipment, or vehicles needed for the City.

II. General Fund Reserve

Currently, there are two (2) policies for a general reserve, City Code 2-92 and Resolution 17-14.

City Code 2-92 – General Cash Reserve Fund provides:

> A general cash reserve fund is created and established which will be used only to finance expenditures from the beginning of the budget year until general property taxes and other revenues are collected and to meet emergency expenditures. Amounts will be added annually to the reserve until the reserve is ten percent of the general fund's operating budget. When needed, transfers will be made to the general fund. If needed to meet emergency expenditures the general cash reserve fund will be replenished from the general fund in subsequent budgets as soon as the budget allows. Interfund loans per Section 16-4-117 of the Wyoming State Statutes can be made from the general cash reserve fund to fund unforeseen expenses. The general cash reserve fund will be replenished from the appropriate fund in subsequent budgets as soon as the fund's budget allows.

Resolution 17-14 is provided with this memo for your review.

You will notice that both of these policies together can be contradictory and confusing. City Code 2-92 provides that the reserve can only be used from the beginning of the budget year until revenues are collected and it only needs to be ten percent (10%) of the General Fund's operating budget. Resolution 17-14 provides the reserve should be maintained at an amount equivalent to six (6) months of annual General Fund expenses and shall only be reduced below three (3) months in extreme emergency circumstances. This Resolution also provides additional regulations on how and for what the reserve funds can be used.

The new proposed City Code 2-92 General Fund Reserve provides:

(a) The General Fund Reserve is created and established for the purpose of accumulating and maintaining funds to be used for emergency expenditures. The balance of the General Fund Reserve shall be maintained at twenty-five percent (25%) of the General Fund's expenditures for that fiscal year. If the balance of the General Fund Reserve is below twenty-five percent (25%) of the General Fund's expenditures, then funds shall be added annually to the General Fund Reserve, as the budget allows, until the General Fund Reserve's balance is twenty-five percent (25%) of the General Fund's expenditures.

(b) Any transfers from the General Fund Reserve that will decrease the balance below twenty-five percent (25%) of the General Fund's expenditures must be for emergency expenditures and approved by the Governing Body.

(c) Any transfers from the General Fund Reserve that will not decrease the balance below twenty-five percent (25%) of the General Fund's expenditures must be approved by the Governing Body.

(d) Interfund loans, pursuant to Wyo. Stat. Section 16-4-117, can be made from the General Fund Reserve to fund unforeseen expenses.

City Staff, after talking with our auditors and other Wyoming cities, have determined that maintaining a reserve at 25% of the General Fund's expenditures provides enough funding to maintain the City's operations in an emergency. The proposal also clearly defines when and how the City can use these reserve funds. If the proposed expense keeps the reserve at or above 25%, then only the approval of the Governing Body is required. However, if the proposed expense drops the reserve below 25%, then the proposed expense must be for an emergency and approved by the Governing Body. This also means that the Governing Body has the discretion to determine whether or not the proposed expense is an emergency.

Additionally, because Resolution 17-14 will still contradict and may confuse the process with this new proposed policy for the General Fund Preserve, City Staff will be bringing forward the included proposed resolution for revoking Resolution 17-14 on the third and final reading of Ordinance No. 2294.

If you have any questions or concerns, please let me know.

YONKEE & TONER, LLP

Brad Thimmesch

Brad M. Thimmesch

CITY OF SHERIDAN
ORDINANCE NO. 2294

AN ORDINANCE AMENDING AND RESTATING SHERIDAN MUNICIPAL CODE ARTICLE 2-VII – GENERAL FIXED ASSETS REPLACEMENT RESERVE AND CASH RESERVE FUNDS.

WHEREAS, City staff and the Governing Body have identified the need for updating and revising the City's reserves.

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

Article 2-VII of the Code of the City of Sheridan, Wyoming is hereby amended and restated in its entirety to read as follows:

Article 2-VII – Capital Equipment Reserve and General Fund Reserve

2-91 - Capital Equipment Reserve

The Capital Equipment Reserve is created and established for the purpose of accumulating and maintaining funds to be used only for the maintenance, purchase, or replacement of equipment. The amount of revenue appropriated to the Capital Equipment Reserve for a fiscal year shall not exceed ten percent (10%) of the City's total revenues for that fiscal year.

2-92 - General Fund Reserve

(a) The General Fund Reserve is created and established for the purpose of accumulating and maintaining funds to be used for emergency expenditures. The balance of the General Fund Reserve shall be maintained at twenty-five percent (25%) of the General Fund's expenditures for that fiscal year. If the balance of the General Fund Reserve is below twenty-five percent (25%) of the General Fund's expenditures, then funds shall be added annually to the General Fund Reserve, as the budget allows, until the General Fund Reserve's balance is twenty-five percent (25%) of the General Fund's expenditures.

(b) Any transfers from the General Fund Reserve that will decrease the balance below twenty-five percent (25%) of the General Fund's expenditures must be for emergency expenditures and approved by the Governing Body.

(c) Any transfers from the General Fund Reserve that will not decrease the balance below twenty-five percent (25%) of the General Fund's expenditures must be approved by the Governing Body.

(d) Interfund loans, pursuant to Wyo. Stat. Section 16-4-117, can be made from the General Fund Reserve to fund unforeseen expenses.

PASSED, APPROVED AND ADOPTED this _____ day of _____ 20__.

City of Sheridan

_____

Richard Bridger, Mayor

ATTEST:

_____

Ashlee Foster, City Clerk

State of Wyoming)
) SS
County of Sheridan)

City of Sheridan Ordinance No. 2294 was signed and sworn (or affirmed) before me on this ____ day of _____ 20__ by _____

_____
Notary Public Signature

My commission expires _____ (seal)

1st Reading: _____
2nd Reading: _____
3rd Reading: _____
Published: _____

EFFECTIVE DATE: This Ordinance shall be in full force and effect on _____ (publication date) after the required approval and publication, according to law.

RESOLUTION 17-14

A RESOLUTION Adopting the General Fund Reserve Policy for the City of Sheridan

WHEREAS, past experience has shown the City of Sheridan experiences fluctuations of revenues; and

WHEREAS, well run municipal governments judiciously prepare for both boom and bust economic conditions by setting aside funds over time; and

WHEREAS, the primary objectives are to increase reserves to plan for contingencies and to maintain adequate reserves to preserve a good credit rating; and

WHEREAS, City staff has briefed the Council and the Council desires to provide direction to current and future staff through the formal adoption of the General Reserve Fund Policy.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the City of Sheridan hereby directs the following General Fund Reserve Policy be adopted as follows:

GENERAL FUND RESERVE POLICY

I. POLICY:

The City of Sheridan shall increase, and then maintain, a General Fund Reserve equivalent to six months of the annual General Fund expense and shall only be reduced below three months in extreme emergency circumstances.

II. OBJECTIVE:

To achieve the policy stated above proposed budgets shall be presented to council for adoption that will, over time, elevate the General Fund Reserve to the six month reserve amount.

The primary objectives, in priority order, of the City of Sheridan reserve shall be:

i. Plan for contingencies: such as funding for extreme events, local events, revenue declines, and unanticipated expenditures of a non-recurring nature or realizing unexpected opportunities for growth.
ii. Maintain an adequate level of reserves to maintain good standing credit rating.

III. DEFINITION OF GENERAL FUND RESERVES:

The calculation of General fund reserves, made up of Non-spendable, Restricted, Committed and Assigned Fund Balances, shall include all general fund revenues included each budget year, less the expenditures for the year, and shall exclude revenues restricted to specific uses such as One Cent optional sales/use taxes, Capital Facilities optional sales/use taxes or funds appropriated to local governments by other entities where use of those funds has been restricted, such as state supplemental funding. The level of reserves identified in Section I above refers to General Fund expenditures.

IV. DEFINITIONS OF FUND BALANCE:

Per GFOA Financial Policies chapter 4 fund balance is the difference between assets and liabilities in a governmental fund. A portion of fund balance can be non-spendable (fixed assets), restricted (grants), committed (encumbered), assigned (to balance budget), and unassigned. Further the definition of fund balance within the Wyoming State Statutes is the excess of liabilities, reserves and contributions over fund asset, as reflected by a municipality's books of account.

i. **Non-spendable fund balance**: Fund balance in this category is ***inherently non-spendable***, such as the long-term portion of loans receivable, fixed assets, and inventories.
ii. **Restricted fund balance**: ***Externally enforceable limitation*** on the use of fund balance, imposed by parties such as creditors, grantors, or laws or regulations of other governments.
iii. **Committed fund balance**: This encompasses limitation ***imposed by the government on itself*** at its highest level of decision making (resolution).
iv. **Assigned fund balance**: This category is for the portion that ***is earmarked for an intended use***. It could be used to offset a gap in the budget stemming from decline in revenues or a portion could be assigned to pay for an upcoming special project.
v. **Unassigned fund balance (UFB)**: This is the ***remainder*** when items i through iv are considered at the end of the fiscal year.

V. APPROVED RESERVES USES

City Council approval, as stated in the Section II, is required to use reserves. It is the responsibility of the department heads to:

i. Present a balanced budget to the Mayor and Council for adoption each budget period.

ii. Report to the Mayor and City Council during the fiscal year if the revenues will not support expenditures for the year

iii. If General Fund Reserves are to be used in response to V (ii) in this section:

a. A report to Mayor and Council on a recommendation for use of reserves to complete the fiscal year limited to fund:

i. Temporary decreased revenues such as the City's share of taxes and royalties.

ii. Unexpected facility repairs or replacements

iii. Emergency expenditures in the case of floods, winter weather events, or other natural disasters

b. Propose a plan to replenish the targeted fund balances within one to three years of use.

iv. Reserves shall not be used for employee salaries, wages and/or benefits where not supported by a sustainable financial plan

VI. USE OF UNASSIGNED FUND BALANCE:

Once the minimum annual contribution to the General Fund Reserve has been met any additional use of Unassigned Fund Balance shall be used for the following prioritized uses:

i. Prepay existing debt

ii. New expenditures of one time uses that achieve future operating cost reductions.

iii. Replenish reserves or increase amounts held in reserve above level in Section I above.

VII. ADDTIONS TO GENERAL FUND RESERVES:

Annually, at a minimum, $100,000 of Unassigned Fund Balance shall be placed into the General Fund Balance until such time as the General Fund Reserve has been met as stated in Section 1 above. This is a budgeted item each budget period, either each fiscal year or biannually.

VIII. RATIONALE FOR RESERVE POLICY

i. RESERVE LEVEL DETERMINATION:

Government Finance Officers Association (GFOA) is the premier authority on governmental finance in the United States. The GFOA Financial Policies chapter 4 recommends a minimum of two months of general fund reserves. The GFOA also recognizes each city's risk factors should be taken into consideration when establishing the reserves policy to allow for included extreme events, revenue stability, expenditure volatility, leverage, liquidity, other funds, and growth. Well run Wyoming first class cities all have between three and six month's reserves.

The City of Sheridan has identified the following, but not limited to, risks and economic indicators to be considered when making recommendations' for annual/biannual budgets, use of the General Fund Reserves and modifications to the General Fund Reserve Policy stated in Section I.

- **Sales and Use Tax Volatility**
- **State Funding Uncertainty**
- **State Pensions Liabilities**
- **Health Care Costs**
- **Inflation/Deflation or other national trends.**
- **Building Permit Activity**
- **State and Local Employment Statistics**
- **CREG Report**
- **Economic Index's**
- **Gasoline Taxes**

ii In light of all the known current and future expenditure risks coupled with uncertain/volatile revenue streams, it is prudent to achieve a General Fund Reserve of six months of expenditures as stated in Section 1 above.

IX. REVIEW OF RESERVES:

A reassessment of the risk/opportunities will be done during budget, or when sudden changes occur, to asses any necessary changes. If the assumptions for risk have changed, the level for the reserve will be reviewed and may be adjusted accordingly.

PASSED, APPROVED AND ADOPTED this 7th day of April, 2014.

CITY OF SHERIDAN

By: _____
Dave Kinskey, Mayor

CITY OF SHERIDAN MUNICIPAL SEAL SHERIDAN COUNTY, WYOMING

ATTEST:

_____
Scott Badley, City Clerk/Interim Treasurer

CITY OF SHERIDAN
RESOLUTION XX-25

A RESOLUTION REVOKING RESOLUTION 17-14, GENERAL FUND RESERVE POLICY

WHEREAS, the Governing Body previously adopted Sheridan City Code Section 2-92 – General Cash Reserve Fund by Ordinance No. 1967, which provides the policy for managing the General Cash Reserve Fund;

WHEREAS, the Governing Body amended and restated City Code Section 2-92 by Ordinance No. 2294, which changed the name of the reserve to General Fund Reserve and updated the policy;

WHEREAS, the Governing Body previously adopted General Fund Reserve Policy by Resolution 17-14, which provided the policy for managing the General Fund Reserve;

WHEREAS, the policy outlined in Ordinance No. 2294 and the policy outlined in Resolution 17-14 are different and may cause complications when dealing with the General Fund Reserve; and

WHEREAS, because the two (2) different policies may cause complications when dealing with the General Fund Reserve and the newly adopted Ordinance No. 2294 represents the City's current intent for this reserve, the Governing Body wishes to revoke Resolution 17-14, General Fund Reserve Policy.

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

For the reasons stated above, the Governing Body hereby revokes, in its entirety, Resolution 17-14, General Fund Reserve Policy, which was adopted on or around April 7, 2014.

PASSED, APPROVED AND ADOPTED this _____ day of _____ 20__.

City of Sheridan

_____

Richard Bridger, Mayor

ATTEST:

_____

Ashlee Foster, City Clerk

CITY OF SHERIDAN, WYOMING

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

Treasurer

MEMORANDUM

RE: Discussion of Resolution 19-25, Authorizing Bank Signatories - City Treasurer Darla Hawkins
From: Darla Hawkins, Treasurer
To: City Council
CC: City Administrator Stuart McRae
Date: 07/14/2025

Discussion:

Wyoming Statutes 15-1-125(b) requires that checks shall be signed by the Mayor and countersigned by the Treasurer, or any other person the governing body designates to countersign checks in the Treasurer's absence. Resolution 19-25, if approved, would designate current staff City Treasurer Darla Hawkins and Assistant Treasurer Heather Honken as signatories for the applicable financial institutions.

Attachments

Resolution 19-25

CITY OF SHERIDAN
RESOLUTION 19-25

A RESOLUTION AUTHORIZING SIGNATORIES FOR DEPOSIT AT FIRST FEDERAL BANK & TRUST, FIRST INTERSTATE BANK, STIFEL, WYO-STAR, AND WYOMING CLASS.

WHEREAS Wyoming Statutes 15-1-125(b) requires that checks shall be signed by the Mayor and countersigned by the Treasurer, or any other person the governing body designates to countersign checks in the Treasurer's absence.

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

1. That Mayor Richard Bridger be authorized to sign checks and that the City Treasurer, Darla Hawkins, be authorized to countersign checks and the Assistant Treasurer, Heather Honken, be authorized to countersign checks in the absence of the City Treasurer.

2. That Mayor Bridger, City Treasurer Hawkins, and Assistant Treasurer Honken be authorized to sign any documents necessary for deposit accounts at First Federal Bank & Trust.

3. That Mayor Bridger, City Treasurer Hawkins, and Assistant Treasurer Honken be authorized to sign any documents necessary for deposit accounts at First Interstate Bank.

4. That Mayor Bridger, City Treasurer Hawkins, and Assistant Treasurer Honken be authorized to sign any documents necessary for deposit accounts at Stifel.

5. That Mayor Bridger, City Treasurer Hawkins, and Assistant Treasurer Honken be authorized to sign any documents necessary for deposit accounts at WYO-STAR.

6. That Mayor Bridger, City Treasurer Hawkins, and Assistant Treasurer Honken be authorized to sign any documents necessary for deposit accounts at Wyoming CLASS.

PASSED, APPROVED , AND ADOPTED this 21st day of July 2025.

City of Sheridan

_____
Richard Bridger, Mayor

ATTEST:

_____
Ashlee Foster, City Clerk