



**AGENDA
CITY OF SHERIDAN
MARCH 23, 2026
STUDY SESSION COUNCIL MEETING START 5:30 P.M.**

1. Discussion of Award to Stantec Consulting Services, Inc. for the Safe Streets for All Comprehensive Safety Action Plan in the Amount of \$249,922.73 - City Engineer Thomas Morneau
2. Discussion of Award to Engineering Associates for the 5th Street and Val Vista Street Signal Intersection Design in the Amount of \$65,000.00 - City Engineer Thomas Morneau
3. Discussion of a License Agreement between the City of Sheridan and Sheridan Memorial Hospital for a future trail system - Parks Director Steve Gage and City Attorney Brad Thimmesch
4. Discussion of the New City Attorney Contract for Bradley Thimmesch — City Administrator Stuart McRae
5. General Discussion and Potential Future Agenda Items - City Administrator Stuart J. McRae
A. Council Request for Future Agenda Items.



CITY OF SHERIDAN, WYOMING

55 Grinnell Plaza, Sheridan, Wyoming 82801
Ph (307) 674-6483

Public Works

MEMORANDUM

RE: Discussion of Award to Stantec Consulting Services, Inc. for the Safe Streets for All Comprehensive Safety Action Plan in the Amount of \$249,922.73 - City Engineer Thomas Morneau

From: Thomas Morneau, City Engineer

To: City Council

Date: 01/06/2026

Recommendation:

Staff recommends that the Mayor and City Council award the Safe Streets for All Comprehensive Safety Action Plan to Stantec Consulting Services, Inc. in the amount of \$249,922.73.

Staff requests that for the Safe Streets for All Comprehensive Safety Action Plan, 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 Request for Proposal was advertised on January 8, 20, and 31, 2026, and proposals were due on February 10, 2026. The proposal sought qualified consultants to develop a Comprehensive Safety Action Plan (CSAP) funded in part by a Planning and Demonstration Grant through the U.S. Department of Transportation's Safe Streets and Roads for All (SS4A) Program.

The objective of the Planning and Demonstration Grant is to prepare a CSAP that will identify high-risk corridors and intersections, address systemic safety issues for all modes of transportation, incorporate community input, and establish a framework for future implementation actions. The goal is to significantly reduce and ultimately eliminate roadway fatalities and serious injuries on all public roads within the City of Sheridan. The scope of work is anticipated to include, but is not limited to, Project Management and Coordination, Stakeholder Engagement, Safety Analysis, Action Plan Development, and Final Plan Production.

Five (5) proposals were submitted:

- Stantec Consulting Services, Inc.
- Ayres Associates
- Foresite Group
- Engineering Associates
- KLJ Engineering

The staff evaluated the proposals based on experience and staff qualifications, project understanding and schedule, and references and past performance.

Funding:

This is funded by a maximum of \$200,000 Safe Streets for All Grant, and a city match of 25%, up to \$50,000 from Public Benefit.



CITY OF SHERIDAN, WYOMING

55 Grinnell Plaza, Sheridan, Wyoming 82801

Ph (307) 674-6483

Public Works

MEMORANDUM

RE: Discussion of Award to Engineering Associates for the 5th Street and Val Vista Street Signal Intersection Design in the Amount of \$65,000.00 - City Engineer Thomas Morneau

From: Thomas Morneau, City Engineer

To: City Council

Date: 03/06/2026

Recommendation:

Staff recommends that the Mayor and City Council award the 5th Street and Val Vista Street Signal Intersection Design to Engineering Associates in the Amount of \$65,000.00.

Staff requests that for the 5th Street and Val Vista Street Signal Intersection Design, 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 proposal sought qualified engineering firms for the complete design of the 5th Street and Val Vista Street Intersection Design. The Request for Proposal was advertised on February 7 and 17, 2026, and proposals were due on February 25, 2026.

Four (4) proposals were submitted:

- Engineering Associates - \$65,000
- WWC Engineering - \$84,000
- DOWL - \$196,925
- AVI Professional Corporation - \$242,635

The staff evaluated the proposals based on experience and staff, approach, schedule, and references.

Funding:

This project is funded by GPET funds.



CITY OF SHERIDAN, WYOMING

55 Grinnell Plaza, Sheridan, Wyoming 82801

Ph (307) 674-6483

Park's Department

MEMORANDUM

RE: Discussion of a License Agreement between the City of Sheridan and Sheridan Memorial Hospital for a future trail system - Parks Director Steve Gage and City Attorney Brad Thimmesch

From: Steve Gage, Parks Director

To: City Council

Date: 03/12/2026

Recommendation:

Staff recommends that the Mayor and City Council approve the proposed License Agreement between the City of Sheridan and Sheridan Memorial Hospital for a future trail system.

Discussion:

The City of Sheridan Staff and Sheridan Memorial Hospital (SMH) are proposing a License Agreement that would allow the City and/or its agents to construct and maintain a single dirt track trail that cuts across a corner of property owned by SMH. See the survey attached hereto. The agreement grants the City permission to construct and maintain a pedestrian and bicycle trail within a defined 20-foot corridor that is located on a portion of Lot 7, Block 5 of the Crandal Addition and adjacent vacated Greystone Avenue. The purpose of the trail is to support public recreational access and connectivity while remaining compatible with the hospital's ongoing use of its property.

Key Terms of the Agreement

- License Authorization: SMH grants the City permission to construct and maintain a public trail on the described property
- Public Use: The trail will be available for pedestrian and bicycle travel and must remain free of charge to the public
- Term: The agreement is perpetual; however, either party may terminate the agreement with 45 days' notice
- City Responsibilities:
 - Construct and maintain the trail in a safe condition
 - Repair and maintain the trail as needed
 - Prevent camping or other unauthorized uses on the property
- Use Restrictions: Vehicular traffic is prohibited except for construction or maintenance activities
- Property Rights: The agreement states that the trail use does not create an easement or permanent property right in favor of the City

Attachments

Draft License Agreement

Trail System Survey

LICENSE AGREEMENT

This License Agreement is entered into on this _____ day of _____, 2026, between the City of Sheridan, Wyoming ("City") and Memorial Hospital of Sheridan County d/b/a Sheridan Memorial Hospital ("SMH"), and collectively ("the Parties"). The parties agree as follows:

1. Grant of License: SMH grants to City a "License" to construct a trail for the general public's use over lands owned by SMH, subject to the terms set forth herein.
2. Description of Premises: The land subject to this License is described in **Exhibit A**, which is attached hereto and incorporated herein by reference ("Premise"). Trail construction shall be limited to the Premises and subject to the terms of this License.
3. Term: The term of this License shall be perpetual. Either party may terminate this License at its discretion. The terminating party shall provide notice of termination at least 45 days in advance of such termination.
 - 3.1. Upon termination of this License, unless otherwise agreed by the parties, the City shall remove all improvements and fixtures within 60 days and repair the Premise to a natural state within one year.
4. Construction: Trails placed on the Premise may be unimproved or constructed of permanent material such as cement or asphalt
5. Limits of Use: Trails shall be constructed for the purposes of pedestrian or bicycle travel by the general public. Use of the trails shall be free of charge. Vehicular traffic shall be strictly prohibited except as needed for the construction or maintenance of the trails by the City or its agents. SMH shall not be restricted in any manner from using the trails.
 - 5.1. The Premise shall not be fenced without the prior written consent of SMH. Any fence constructed shall be at the sole cost of the City unless otherwise agreed by the parties. The maintenance of any fence constructed by the City shall be the sole responsibility of the City.
 - 5.2. At no time shall any use, improvement or change to the trail or other action by either party result in any claim of easement, right of way or possession which may be permanent or tied to the Premise.
6. City Obligations: City shall construct trails per the terms of this License.
 - 6.1. City shall be solely responsible to:
 - 6.1.1. Maintain the trails in a safe and usable condition;
 - 6.1.2. Repair and maintain the trail;

- 6.1.3. Prevent and prohibit camping on the property;
- 6.2. Should the above-described trail be damaged or destroyed by flood or other casualty so that it is unusable, the City shall prevent the trail from being accessed by the public until it is repaired.
7. Governing Law: This License shall be governed and enforced in accordance with Wyoming Law with the Fourth Judicial District of Wyoming having jurisdiction.
8. Governmental Immunity: Neither party waives any claim of Government Immunity which is granted by the State of Wyoming. City shall indemnify, defend and hold SMH harmless for any harm, damage or lawsuit brought by any third party regarding or relating to this License, the trails or the use of the trails up to the maximum liability of the City provided under the Wyoming Governmental Claims Act.
9. Miscellaneous: This License constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the day of this agreement shall not be binding on either party except to the extent incorporated herein.
- 9.1. Any modification, additional obligation or waiver of any provision of this License shall not be effective unless it is in writing and signed by both parties. SMH shall not be deemed to have waived any provision of this agreement by failing to enforce any term, breach, or default.
- 9.2. The City may not assign or transfer this license to any other person, firm, corporation, or other legal entity without prior, express and written consent of SMH.
- 9.3. The City may contract with any third party to construct or maintain the trail, provided, the City shall be ultimately responsible for all obligations, terms and conditions set forth herein.
- 9.4. Nothing herein shall be deemed to grant or create any third-party beneficiary to this License, or rights or privileges described and conveyed by SMH to the City.
10. Notices: All notices shall be delivered by hand or by first class mail, postage prepaid and deemed delivered upon mailing. Notices shall be sent to:

If to City:
City of Sheridan
ATTN: Public Works Director
55 E. Grinnell Plaza
Sheridan, Wyoming 82801

If to SMH:
Sheridan Memorial Hospital
ATTN: Legal
1401 W. 5th St.
Sheridan, Wyoming 82801

This License Agreement was approved by a majority of the quorum of the Memorial Hospital of Sheridan County Board of Trustees.

Dated this _____ day of _____, 2026.

Jenifer Shassetz, Chair

Ron Mischke, Secretary

STATE OF WYOMING)
) ss.
County of Sheridan)

On this _____ day of _____, 2026, Jenifer Shassetz, in her capacity as Chair of the Board of Trustees of Memorial Hospital of Sheridan County d/b/a Sheridan Memorial Hospital, personally appeared before me and acknowledged the foregoing License Agreement.

Witness my hand and official seal:

(SEAL)

Notary Public
My Commission Expires: _____

This License Agreement was approved by a majority of the quorum of the City of Sheridan Governing Body.

Dated this ____ day of _____, 2026.

Richard Bridger, Mayor

Attest:

Ashlee Foster, City Clerk

STATE OF WYOMING)
) ss.
County of Sheridan)

On this _____ day of _____, 2026, Richard Bridger, in his capacity as Mayor of the City of Sheridan, Wyoming, personally appeared before me and acknowledged the foregoing License Agreement.

Witness my hand and official seal:

(SEAL)

Notary Public
My Commission Expires: _____

EXHIBIT A

A 20 foot wide strip of land situated in a portion of Lot 7, Block 5 Crandal Addition and a portion of the Vacated West ½ of Greystone Avenue adjacent thereto, all in the City of Sheridan, Sheridan County, Wyoming, lying 10 feet on each side of a centerline, more particularly described as follows:

Beginning at a point on the North line of Lot 7, Block 5 of Crandal Addition to the City of Sheridan, Sheridan County, Wyoming, said point bears S 89° 17'20" W a distance of 74.33 feet from the Northeast Corner of the Vacated West ½ of Greystone Avenue, said point also bears N 89°17'20" E a distance of 294.77 feet from the Northwest Corner of said Lot 7, Block 5; thence leaving said North line on a non-tangent curve to the left having a radius of 110.20 feet, through a central angle of 64°28'17" and an Arc Length of 124.00 feet, with a chord bearing of S 41°59'41" E and a chord length of 117.56 feet to the point of terminus, said point of terminus being on the East line of said Vacated West ½ of Greystone Avenue and bears S 2°48'39" E a distance of 88.40 feet from the Northeast corner of said Vacated West ½ of Greystone Avenue.

Said strip of land contains 2,480 Square Feet, more or less.

RANDALL ENGINEERING SURVEYS

722 Monte Vista

Sheridan, Wyoming 82801

Phone 307-672-6003

Fax 307-672-6003

January 30, 2026

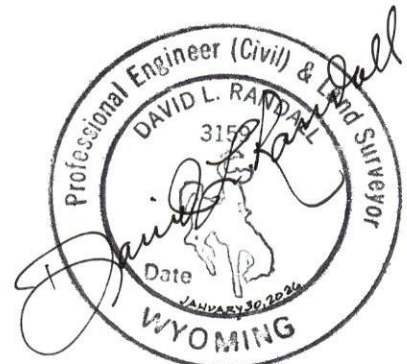
Mr. Nolan Moxey, President
Bighorn Trails Coalition
38 Welton Lane
Sheridan, Wyoming 82801

Re: Description of a 20 foot wide trail easement situated in a portion of Lot 7, Block 5 Crandal Addition, and a portion of the Vacated West $\frac{1}{2}$ of Greystone Avenue adjacent thereto, all in the City of Sheridan, Sheridan County, Wyoming.

A 20 foot wide strip of land situated in a portion of Lot 7, Block 5 Crandal Addition and a portion of the Vacated West $\frac{1}{2}$ of Greystone Avenue adjacent thereto, all in the City of Sheridan, Sheridan County, Wyoming, lying 10 feet on each side of a centerline, more particularly described as follows:

Beginning at a point on the North line of Lot 7, Block 5 of Crandal Addition to the City of Sheridan, Sheridan County, Wyoming, said point bears S $89^{\circ}17'20''$ W a distance of 74.33 feet from the Northeast Corner of the Vacated West $\frac{1}{2}$ of Greystone Avenue, said point also bears N $89^{\circ}17'20''$ E a distance of 294.77 feet from the Northwest Corner of said Lot 7, Block 5; thence leaving said North line on a non-tangent curve to the left having a radius of 110.20 feet, through a central angle of $64^{\circ}28'17''$ and an Arc Length of 124.00 feet, with a chord bearing of S $41^{\circ}59'41''$ E and a chord length of 117.56 feet to the point of terminus, said point of terminus being on the East line of said Vacated West $\frac{1}{2}$ of Greystone Avenue and bears S $2^{\circ}48'39''$ E a distance of 88.40 feet from the Northeast corner of said Vacated West $\frac{1}{2}$ of Greystone Avenue.

Said strip of land contains 2,480 Square Feet, more or less.



NW COR L7, B5

LOT 7

TIE: S 89°17'20" W - 74.33'

NE COR OF THE
W 1/2 OF GREYSTONE
AVENUE VACATED

S 2°48'39" E - 88.40'

10' 10'
10' 20'
RADIUS: 110.20'
CENTRAL ANGLE: 64°28'17"
ARC LENGTH: 124.00'
CHORD: S 41°59'41" E - 117.56'

W 1/2 GREYSTONE VACATED

10:51



STACY
CALEB
WILLIAM
& KRISTINA
ELITE
HUNT

TETSCHNER,
KYLE R

200 ft
3825 ft elevation



Weather



High land Avenue

mapbox



Hyb

2D



Hunt Map
Layers



Offline Maps



My Content



Tools



Trail Cameras



Tracker



CITY OF SHERIDAN, WYOMING
55 Grinnell Plaza, Sheridan, Wyoming 82801
Ph (307) 674-6483

City Administrator

MEMORANDUM

**RE: Discussion of the New City Attorney Contract for Bradley Thimmesch — City Administrator
Stuart McRae**

From: Stuart McRae, City Administrator

To: City Council

Date: 03/23/2026

Recommendation:

Staff recommends approval of the Agreement for City Attorney Services with Shanor & Franklin LLC to continue legal representation of the City under the same terms and conditions currently in place.

Discussion:

The City of Sheridan currently contracts for City Attorney services through an agreement originally approved by the Governing Body on February 19, 2024 with the law firm Yonkee & Toner, LLP.

The City Attorney, Brad Thimmesch, is changing law firms and will be practicing with Shanor & Franklin LLC. Because the City intends to continue utilizing Mr. Thimmesch as City Attorney, a new agreement reflecting the updated firm name and contact information is required.

Key Points

- The proposed agreement maintains the same general structure, scope of services, and compensation terms as the prior agreement.
- Legal services will continue to be billed at \$225 per hour for general legal services.
- The primary change is updating the contracting party to Shanor & Franklin LLC, reflecting Mr. Thimmesch's new firm affiliation.
- The new agreement establishes a term beginning April 6, 2026 and running through June 30, 2028.

Attachments

Draft Contract 2026

**AGREEMENT FOR CITY ATTORNEY
SERVICES
CITY OF SHERIDAN**

This AGREEMENT FOR CITY ATTORNEY SERVICES (the “Agreement”) is effective as of the date of its approval by the Sheridan City Governing Body, by and between Shanor & Franklin LLC (“Attorney”) and the City of Sheridan, a Municipal Corporation (“City”).

WHEREAS, City and Attorney desire to engage in a stable and flexible long term contractual relationship whereby Attorney is available to provide services as the City Attorney;

WHEREAS, City and Attorney desire to comply with Wyoming State Statutes and City Ordinances, and to also more efficiently provide requested and necessary legal services to the City on an as-needed basis;

WHEREAS, pursuant to Charter Ordinance 2202, the Mayor appoints the City Attorney with consent of the Governing Body;

WHEREAS, City desires to receive legal services specifically described herein pursuant to this Agreement;

WHEREAS, City and Attorney specifically acknowledge that this Agreement is not an employment agreement and does not establish a relationship of employer and employee between Attorney and City, between City Attorney and City, or between City and any Attorney’ staff, but defines a relationship between the parties wherein Attorney is an independent contractor of City; and

WHEREAS, Attorney reserves its independence to act within the limits imposed by law and professional obligations such that City’s policy objectives during the representation will be furthered through means Attorney considers appropriate under its professional obligations, after consultation with City, and as may otherwise be required by Wyoming Statute and the Wyoming Rules of Professional Conduct.

THEREFORE, in mutual consideration of this agreement and as resolved by the parties, the following terms are hereby agreed:

1. APPOINTMENT

The City Governing Body hereby confirms the appointment of Shanor & Franklin LLC as the City Attorney, to render such legal services as are customarily rendered by such officials and as further specified herein.

Notwithstanding the foregoing appointment, Attorney represents it employs, or will employ at its own expense, all personnel required for the satisfactory performance of any and all tasks and services set forth herein. Attorney shall not designate a new or separate attorney (excluding attorney’s within its firm) without the City Governing Body’s prior approval, except

from time to time necessary due to illness, conflicts, or vacation scheduling. Approval of any such temporary substitute shall be obtained from the Mayor. The City Attorney may appoint various assistants and deputies as the City Attorney deems appropriate, without the need for amendment hereof.

2. SCOPE OF WORK AND DUTIES

A. Attorney shall perform any and all work necessary as the City Attorney for City without limitation, including:

(i) Upon request by the Mayor, City Administrator, City Governing Body or their designee, attendance at City Governing Body meetings, Committee meetings, Board meetings, Commission meetings, staff meetings, and work studies;

(ii) Provide legal advice, written legal opinions and consultation on all matters affecting City to the City Governing Body, City Administrator, boards, commissions, committees, officers, and employees of City as requested by the Mayor, City Governing Body, City Administrator, or his/her designee, in accordance with such policies and procedures as may be established by City from time to time;

(iii) Be available for telephone consultation and in-person meetings with City staff, as needed on legal matters which are within their respective areas of operation; and

(iv) Upon request of City, prepare or review necessary legal documents such as: ordinances and resolutions; all agreements of any nature; all real property instruments of any nature, including purchase agreements and escrows, leases, covenants, deeds, easements and licenses; bond size, amount, and offering terms and conditions; public works construction documents, including bid specifications, contracts, bonds, insurance, liens and related documents; memorandums of understanding, franchise agreements, joint power agreements and all similar documents;

(v) Represent and advise City on pending and potential litigation as requested by City, provided that litigation services may be provided by and through City insurance policies;

(vi) Meet with City Governing Body members as requested by the Mayor or City Administrator;

(vii) Monitor pending and current legislation and case law as appropriate; and

(viii) Supervise outside legal services, if any.

B. Upon request of City, Attorney shall provide representation to City in all of its legal affairs, including, but not limited to, municipal law, land use, environmental issues, water, tort defense, employee matters, labor representation, finance, franchising, contracts, water, waste water, electricity, waste management, transportation, and other matters, except where conflicts exist or where the Mayor or City Governing Body may otherwise direct. The City Attorney shall represent City in all of the foregoing legal matters, and in initiating and defending

all litigation unless otherwise directed by the Mayor, City Governing Body or such services are provided by City insurance carriers.

C. The City Attorney shall keep City informed as to the progress and status of all pending matters in accordance with such procedures as City may establish from time to time. The City Attorney is expected to manage, control and oversee the delivery of legal services in a competent, professional, and cost-effective manner. All legal services shall be properly supervised and all personnel shall be qualified to handle the work assigned. If outside special counsel is retained, unless otherwise directed by the City Governing Body, such special counsel shall be supervised by the City Attorney.

D. All legal services shall be coordinated under the direction of the Mayor, City Administrator, or City Governing Body. Nothing in this Agreement shall be construed in any manner as limiting the ultimate and absolute discretion of the Mayor or City Governing Body, at any time, to assign or reassign legal matter of City to other legal professionals. Further, nothing in this agreement shall be construed as to require City to obtain the City Attorney's approval prior to taking any action, signing any contract, signing any document, addressing employee matters or other matters of City.

3. CITY DUTIES

City agrees to provide such information, assistance, cooperation, and access to books, records, and other information as is necessary for Attorney to effectively render its professional services under this Agreement. City further agrees to abide by this Agreement, and to timely pay Attorney for fees, costs, and expenses, as established by this Agreement.

4. PERSONNEL

Assignments may be modified as provided above, except, Attorney shall exercise its discretion to utilize staff it determines to be best suited to its rendition of legal services under this Agreement, consistent with the competent and efficient rendering of legal services, and with a view toward rendering such services in an economically efficient manner.

5. COMPENSATION

A. General legal services shall be billed at the rate of Two Hundred Twenty-Five and xx/100 Dollars (\$225.00) per hour in fifteen-minute increments.

B. In addition to the foregoing, Attorney shall be reimbursed for out-of-pocket expenses including, but not limited to: copying expense, computer research services, mailings, court reporter fees, filing fees and other costs and expenses incurred on City's behalf unless the service which generated the expense could have been provided by the City.

C. The foregoing fee arrangement shall remain in effect until adjusted by the City Governing Body.

6. BILLING STATEMENT AND PAYMENT

Attorney' fees are charged on an hourly basis for all time actually expended and are billed monthly with payment due within forty-five (45) days per City's voucher procedures. The current hourly rate for services and any costs are fees charged to the City shall be set forth in the billing statement. The billings statement shall include an explanation as to the work performed and state the department who requested the work. Payment shall be made to Shanor & Franklin LLC.

7. COSTS AND OTHER CHARGES

Extraordinary travel expenses, including transportation, meals, and lodging, when incurred on behalf of the client shall be reimbursed by City only with the prior agreement of City. Travel time shall be billed at half the hourly rate normally charged to City. Time spent eating, staying at hotels, or not for the benefit of the client shall not be billable. Expenses and time for traveling shall be limited to Four Hundred and xx/100 Dollars (\$400.00) unless otherwise approved by the City.

8. PROHIBITION AGAINST SUBCONTRACTING OR ASSIGNMENT

Attorney shall not contract with any other person or entity to perform, in whole or in part, the legal services required under this Agreement without the written approval of Mayor, City Administrator or City Governing Body except as needed for conflicts of interest. In addition, neither this Agreement, nor any interest herein, may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily, or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Adding attorneys to Shanor & Franklin LLC, changes in the partnership or corporation, name changes and similar changes shall not be deemed a transfer or assignment requiring approval of City or amendment hereof.

9. INDEPENDENT CONTRACTOR

Attorney shall perform all legal services required under this Agreement as an independent contractor of City, and shall remain, at all times as to City, a wholly independent contractor with only such obligations as are required under this Agreement. Neither City, nor any of its employees, shall have any control over the manner, mode, or means by which Attorney, its agents or employees, render the legal services required under this Agreement, except as otherwise set forth. City shall have no voice or control in the selection, discharge, supervision or control of Attorney' employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service.

10. INSURANCE

Attorney shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement, including any extension thereof, the following policies of insurance:

- (a) Malpractice Insurance for Attorney and its attorneys.

(b) Automobile Insurance on any vehicle being driven by Attorney during the performance of its duties.

11. NOTICES

Notices required pursuant to this Agreement shall be given by personal service upon the party to be notified, or by delivery of same into the custody of the United States Postal Service, or its lawful successor; postage prepaid and addressed as follows:

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

ATTORNEY: Shanor & Franklin LLC
117 N. Scott St., Suite C
Sheridan, WY 82801

Service of a notice by personal service shall be deemed to have been given as of the date of such personal service. Notice given by deposit with the United States Postal Service shall be deemed to have been given two (2) consecutive business days following the deposit of the same in the custody of said Postal Service. Either party hereto may, from time to time, by written notice to the other, designate a different address or person which shall be substituted for that specified above.

12. TERM, DISCHARGE AND WITHDRAWAL

This Agreement shall commence on April 6, 2026, and shall remain in full force and effect until June 30, 2028. The City may discharge Attorney for any action taken during the course of representation of the City by Attorney which is in violation of Wyoming Rules of Professional Conduct. Attorney may withdraw from City's representation at any time, to the extent permitted by law, and the Rules of Professional Conduct, upon at least a ninety (90) day notice to City.

In the event of such discharge or withdrawal, City will pay Attorney's professional fees and costs, in accordance with this Agreement, for all work done (and costs incurred) through the date of cessation of legal representation. City agrees to execute, upon request, a stipulation in such form as to permit Attorney to withdraw as City's attorney of record in any legal action then pending. Attorney shall deliver all documents and records of City to City, or to counsel designated by City, and assist to the fullest extent possible in the orderly transition of all pending matters to City's new counsel.

13. CONFLICTS

Attorney has no current or contemplated employment or representation which is adverse to City. Attorney agrees that it shall not represent clients in matters, either litigation or non-litigation, against City. However, Attorney may have past and present clients or may have future clients, which, from time to time, may have interests adverse to City, and Attorney reserves the right to represent such clients in matters not connected with its representation of City.

If a potential conflict of interest arises in Attorney's representation of two clients and the conflict is only speculative or minor, Attorney shall seek waivers from each client with regards to such representation. Should either client refuse to sign a waiver, Attorney shall cease representing either client on that specific matter. If a real conflict exists, Attorney shall withdraw from representing either client in the matter and assist the City in obtaining outside special counsel.

All privileged information or information not generally known to the public shall not be disclosed or distributed to any client or the public.

14. INTERPRETATION OF AGREEMENT AND FORUM

This Agreement shall be construed and interpreted both as to validity and performance of the parties in accordance with the laws of the State of Wyoming and the City of Sheridan Charter Ordinance 2202.

15. INTEGRATED AGREEMENT; AMENDMENT

This Agreement contains all of the agreements of the parties and cannot be amended or modified except by written agreement. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date of execution by City.

Approved by City Governing Body on this ____ day of April 2026.

City of Sheridan:

Attorney:

Richard Bridger, Mayor

Brad Thimmesch, Shanor & Franklin LLC

Attest:

Ashlee Foster, City Clerk