

City Council Meeting

Douglas City Hall, Council Chambers
101 N. 4th Street, Douglas, WY

Thursday, August 11, 2022

Regular Meeting - 4:00 p.m.

Thank you for your cooperation in facilitating the public meeting process!

1. Pledge Of Allegiance & Call To Order

Mayor Rene' Kemper
Councilmember John Bartling
Councilmember Kim Pexton
Councilmember Ron McNare
Councilmember Monty Gilbreath

2. Consent Agenda

All agenda items listed under the Consent Agenda are considered to be routine items by the governing body and will be enacted by one motion unless a Councilmember or member of the public requests that an individual item be taken up under consideration separately, in which case the item will be placed under Council Action Items

- 2.I. Corrections, Additions, And Approval Of Agenda - August 11, 2022

3. Council Action Items

- 3.I. Ordinance No. 1013, An Ordinance Amending Table 4-2 And Table 5.8-2 And Sections 16.6.31 And 16.6.24.3(l) Of The Douglas Municipal Code, Second Reading

Documents:

[NARRATIVE - ORDINANCE 1013 \(UPDATED FOR 2ND READING\).PDF](#)
[ORD 1013 ULDC PENDING EDITS - TRACK CHANGES - 2ND READING.PDF](#)

- 3.II. Memorandum Of Understanding Between Town Of Glenrock PD & City Of Douglas PD

Documents:

[NARRATIVE-DOUGLAS-GLENROCKMOU.PDF](#)
[FINAL MOU - GLENROCK AND DOUGLAS PD.PDF](#)

4. Executive Session

5. Adjourn

Department

Community Development Department

Staff Contact

Clara Chaffin

Recommendations

Update: Consider adopting Ordinance 1013 on second reading.

Consider adopting Ordinance 1013 on first reading.

Executive Summary

Update: At the August 8th Council Work Session, Staff reviewed the proposed ordinance and identified changes. A slight modification to Section 3 6.31.3(a) was made changing the language to “campus” and maps were inserted to show those areas where no STR’s would be allowed. The Intermediate and Upper Elementary Schools were combined into one point due to the breezeway.

Upon receiving a Conditional Use Application (CUP) for a Short-Term Rental (STR), Staff determined that the code adopted on December 22, 2021 did not allow for STR’s to be placed in the majority of the community and further discovered all previously approved STR’s did not comply with the new code. This discovery was brought to the attention of the Planning and Zoning Commission on July 18th as the CUP was presented. The Planning and Zoning Commission recommended Council consider revision of the ordinance.

On July 25th, Council discussed the short-term rental code in depth at the work session and gave direction to staff to prepare revisions to the ordinance. At the Council meeting on July 25th, the STR CUP was tabled so that staff and Council would have opportunity to review and consider an ordinance amendment.

Staff has provided a track changes draft ordinance for Council’s review. Staff has also prepared a map showing those areas in the community where a STR would not be permitted with revised ordinance. The same map also shows what the buffer zones would look like at 500 feet and 750 feet to help facilitate the buffer distance discussion.

Other corrections included in the ordinance are:

- Correcting Table 4-2 to remove Single Family Residence language from the MH-2 zone.
- Correcting the footnote of Table 4-2 to remove incorrect language on side yard setbacks adjacent to a street.
- Correcting Table 5.8-2 to match Educational Institution language for parking requirements.
- Modifying the age of a mobile home allowed to be placed inside the City limits.

Alignment to Strategic Goals and/or Other Plans

The ordinance meets/affects two strategic directions including Envision and Invest in a Well-Planned, Attractive Community and Economic Opportunity. Discussion involving the applicants gave Council and Staff an opportunity to meet another strategic direction: Create Opportunities for Communication and Citizen Involvement and Pride.



Agenda Item Report City Council - August 11, 2022

Budget/Fiscal Impact

Fund	General Fund
Department	Non Departmental
Line Item Descr	Publishing/Advertising
Project	NA
Amount	\$500.00

Responsible Staff

Clara Chaffin

Action Requested

Update: Adopt Ordinance 1013 on second reading.

Adopt Ordinance 1013 on first reading.

Reviewed/Approved

- Community Development
- Law Enforcement
- City Administrator

- Public Works
- Legal
- Finance

Recommended Motion

I move to approve Ordinance 1013 as presented.

Attachments

- Attachment #1: Ordinance 1013
- Attachment #2: STR Map with Buffer Options

Per Ordinance 1011 the Short-Term Rental Code citation should be 16.6.31 (MuniCode put it under 16.3.17.6).

ORDINANCE NO. 1011

AN ORDINANCE AMENDING Table 4-2 AND Table 5.8-2 AND SECTIONS 16.6.31, AND 16.6.24.3(i) OF THE DOUGLAS MUNICIPAL CODE

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

WHEREAS, the City of Douglas (City) Council finds and determines that the following changes and clarifications need to be made in regard to the City of Douglas Municipal Code; and

WHEREAS, consideration has been given to ensure fairness to all City of Douglas residents and make new regulations reasonable.

NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF DOUGLAS, WYOMING, that:

Section 1. Table 4-2 of the Douglas Municipal Code is hereby amended to read as follows:

Table 4-2 Density and Dimensional Standards for all Agricultural, Residential, Manufactured Home, and Mobile Home Standard Zoning Districts.

Zoning District	Minimum Lot Size/ Maximum Density	Minimum Lot Width in Feet	Minimum Building Setbacks in Feet Principal (Accessory)			Maximum Building Coverage	Maximum Building Height in Feet principal (Accessory) see footnote 5 below)	Maximum Accessory Building Size
			Front	Rear	Side			
A	20 acres	300	50 (50)	25 (25)	25 (25)	25%	35 (35)	3,000 sq. ft. or 75% of the principal building footprint, whichever is larger
RR	2 acres	150	35 (35)	25 (25)	25 (25)	25%	35 (35)	2,000 sq. ft. or 75% of the principal building footprint, whichever is larger
R-1	6,500 sq. ft.	60	15 ¹	<u>7.5</u> (7.5 ¹)	<u>7.5</u> ² (7.5 ^{1,2})	40%	35(18 ¹)	1,000 sq. ft. or 75% of the principal building footprint, whichever is larger
R-2	Single-Family 5,000 sq. ft	60	15	<u>7.5</u> (7.5 ¹)	<u>7.5</u> ² (7.5 ^{1,2})	50%	35 (18 ¹)	1,000 sq. ft. or 75% of the principal building footprint, whichever is larger
	Townhouse/Twin House Unit 3,000 sq. ft	18	15	<u>7.5</u> (7.5 ¹)	<u>7.5</u> ² (7.5 ^{1,2})	60%	35 (18 ¹)	
	Duplex Unit 3,000 sq. ft.	60	15	<u>7.5</u> (7.5 ¹)	<u>7.5</u> ² (7.5 ^{1,2})	50%	35 (18 ¹)	
R-3	Single-Family 5,000 sq. ft	60	15	<u>7.5</u> (7.5 ¹)	<u>7.5</u> ² (7.5 ^{1,2})	50%	50 (18 ¹)	1,000 sq. ft. or 75% of the principal building footprint, whichever is larger
	Townhouse/Twin House Unit 3,000 sq. ft w/ 2,000 sq. ft. of lot area per unit for multiple units on a lot	18	15	<u>7.5</u> (7.5 ¹)	<u>7.5</u> ² (7.5 ^{1,2})	60%	50 (18 ¹)	

Zoning District	Minimum Lot Size/ Maximum Density	Minimum Lot Width in Feet	Minimum Building Setbacks in Feet Principal (Accessory)			Maximum Building Coverage	Maximum Building Height in Feet principal (Accessory) see footnote 5 below)	Maximum Accessory Building Size
			Front	Rear	Side			
	Duplex Unit 3,000 sq. ft. w/ 2,000 sq. ft. of lot area per unit for multiple units on a lot	60	15	<u>7.5</u> (7.5 ¹)	<u>7.5</u> ² (7.5 ^{1,2})	50%	50 (18 ¹)	
	Multi-Family 2,000 sq. ft. of lot area per unit for multiple units on a lot	60	15	<u>7.5</u> (7.5 ¹)	<u>7.5</u> ² (7.5 ^{1,2})	60%	50 (18 ¹)	
R-4	Single-Family 5,000 sq. ft	60	15	<u>7.5</u> (7.5 ¹)	<u>7.5</u> ² (7.5 ^{1,2})	50%	50 (18 ¹)	1,000 sq. ft. or 75% of the principal building footprint, whichever is larger
	Townhouse/Twin House Unit 3,000 sq. ft w/1,800 sq. ft. of lot area per unit for multiple units on a lot	18	15	<u>7.5</u> (7.5 ¹)	<u>7.5</u> ² (7.5 ^{1,2})	60%	50 (18 ¹)	
	Duplex Unit 3,000 sq. ft./1,800 sq. ft. of lot area per unit for multiple units on a lot	60	15	<u>7.5</u> (7.5 ¹)	<u>7.5</u> ² (7.5 ^{1,2})	50%	50 (18 ¹)	
	Multi-Family 1,800 sq. ft. of lot area per unit for multiple units on a lot	60	15	<u>7.5</u> (7.5 ¹)	<u>7.5</u> ² (7.5 ^{1,2})	60%	50 (18 ¹)	
RE	Four (4) times the Main Structure Floor Area, excluding basement, or 20,000, whichever is larger	100	35	20 (10 ¹)	20 ³ (10 ¹)	30%	35 (18 ¹)	1,000 sq. ft. or 75% of the principal building footprint, whichever is larger

Zoning District	Minimum Lot Size/ Maximum Density	Minimum Lot Width in Feet	Minimum Building Setbacks in Feet Principal (Accessory)			Maximum Building Coverage	Maximum Building Height in Feet principal (Accessory) see footnote 5 below)	Maximum Accessory Building Size
			Front	Rear	Side			
MH-1	5,000 sq. ft. (3,000 sq. ft. for lots of record)	50	15	7.5 (7.5 ¹)	7.5 ² (7.5 ^{1,2})	40%	35(18 ¹)	1,000 sq. ft. or 75% of the principal building footprint, whichever is larger
MH-2	<u>Density</u> Maximum of 8 DU/acre	50	MHP 25 foot minimum setback from public right-of-way. 20 feet min. between mobile homes, MHP structures, and single-family residences. 15 feet min. between adjoining single-family residences.			40%	35(18 ¹)	1,000 sq. ft. or 75% of the principal building footprint, whichever is larger
	<u>Minimum Size</u> MHP min. size of 1/2 acre Single Family min. lot size of 7,200 sq. ft.		<u>MHP Residence</u> 25	<u>MHP Residence</u> 10 (7.5 ¹)	<u>MHP Residence</u> 10 (7.5 ¹)			
			Single-Family Residence 25	Single-Family Residence 2 from alley (2) 10 if no alley (10)	Single-Family Residence 7.5 (7.5 ^{1,2})			

Commented [CC1]: The intent of the MH-2 zone is not for single-family. Per 16.4.4.5(B): The MH-2 (Mobile Home Park) zoning district is intended to provide for mobile home parks and recreational vehicle parks.

- Accessory structures are only allowed in the side or rear yards and if in compliance with the accessory structure setbacks. Accessory structures are not allowed in the front yard. One-story detached accessory buildings used as storage sheds, playhouses, and similar uses are not required to comply with the accessory building setback requirements if the building complies with each of the following: a) the building is 200 square feet or less, b) the building is located in the side or rear yard, and c) the building is not constructed on a permanent foundation.
- If a side yard fronts a street (e.g., a corner lot), then the side yard setback for the side adjacent to the street shall be 15 feet.
- ~~If a side yard fronts a street (e.g., a corner lot) then the side yard setback for the side adjacent to the street shall be 35 feet.~~
- The height limits in this section shall not apply to: a) chimneys, conveyors, derricks, flagpoles, radio or television towers, masts and aerials, silos, smokestacks, transmission towers, or power transmission line poles; b) churches, hospitals, sanitariums, schools, or other public buildings provided that the minimum side and rear yard setbacks are increased by an additional foot for each additional foot of height in excess of the maximum height in the respective zoning district; no building shall exceed 50 feet in height; and c) no man-made edifice shall protrude into the minimum requirements for the Converse County Airport approach zones; such minimum requirements shall be delineated by the adopted Converse County Airport obstruction and approach zone map.

Commented [CC2]: 35 feet was excessive and not consistent with the typical 15 foot off streets set-back.

Section 2. Table 5.8-2 of the Douglas Municipal Code is hereby amended to read as follows:

Table 5.8-2 Minimum Parking Requirements by Use

USE	PARKING REQUIREMENTS
All uses located within the CB-1 (Central Business) zoning district	Exempt, unless otherwise required pursuant to Section 5.8.1.C
Art galleries, public libraries, or museums	1 space per 500 square feet of gross floor area
Amusement centers (indoor/outdoor), theatres, athletic or recreational facilities, and similar uses	1 space per 4 seats or per 4 persons of design occupancy
Automobile repair shop	2 spaces per service bay
Automobile sales, with indoor sales or display area	1 standard size space per vehicle on display, plus 1 space per 250 square feet of gross indoor floor area
Banks, financial institutions	1 space per 250 gross square feet of area
Bars or nightclubs	1 space per 3 persons of designed occupancy
Bowling alleys	6 spaces per bowling lane
Educational institution, primary and junior	3 spaces per each classroom and an additional space per 60 square feet of area for office, gymnasium or assembly hall uses
Educational institution, high schools, vocational/trade schools, colleges	1 space per 2 student design occupancy, plus 1 space per 250-60 square feet of office space, <u>gymnasium or assembly hall uses</u>
Gas station, convenience store	2 spaces per fueling station, plus 1 space per 250 gross square feet of retail area
Hospitals, assisted living	1 space per 2 patient beds
Hotels, motels, bed and breakfast	1 space per guest room, plus 1 space per resident manager
Manufacturing and industrial uses	Sufficient space for all company vehicles and 1 space per non office employee during largest shift. 1 space per 250 square feet of office space
Offices, medical, and professional	1 space per 250 gross square feet of office area
Religious institutions	1 space per 4 seats or 4 persons of design occupancy
Restaurants, drive in only, no seating	1 per 50 square feet of restaurant serving area
Restaurants, with drive-thru	1 space per 3 persons of total design occupancy
Restaurants, without drive-thru, family style	1 space per 3 persons of total design occupancy
Residential, including single and multi-family, travel trailer and mobile home parks	2 spaces per unit or travel trailer or mobile home lot, a garage may be counted for 1 required space
Retail	1 space per 200 gross square feet of retail area
Wholesale commercial	1 space per 600 gross square feet

Section 3. Section 16.6.31 of the Douglas Municipal Code is hereby amended to read as follows:

6.31 - Short-Term Rentals

6.31.1 Intent

This section is intended to provide regulations for short-term rentals in a manner that protects both the quality and the safety of the community, maintains local housing stock, and benefits the local and tourism economy.

6.31.2 Definitions

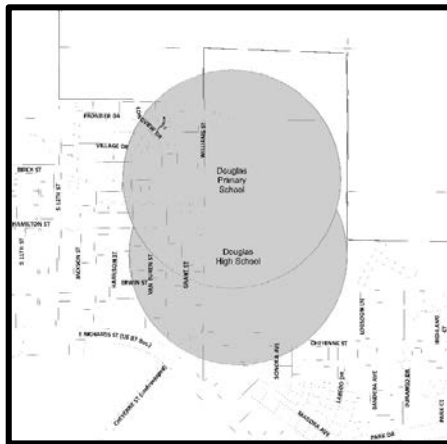
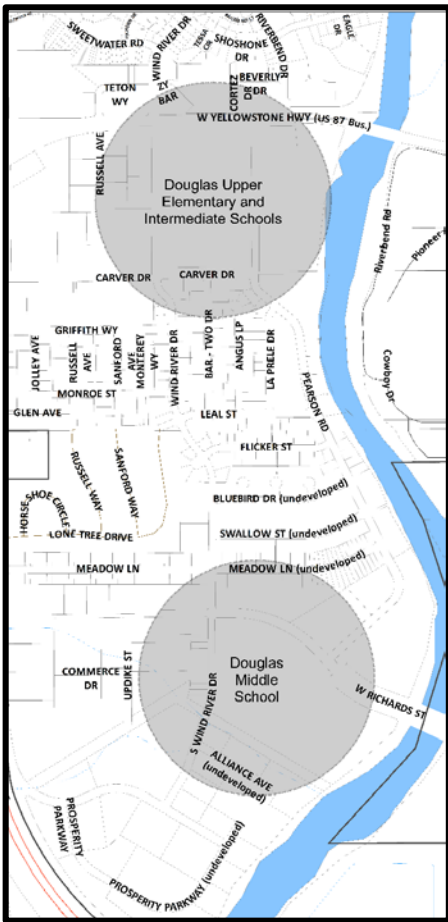
“Short-Term Rental” means the provision of a room or space that is suitable or intended for occupancy for dwelling, sleeping, or lodging purposes, but no provided meal, for a period of fewer than 30 consecutive days, in exchange for a charge for the occupancy.

6.31.3 Prohibitions

- a. No short-term rental shall be permitted within 1,000 feet, including public right-of-way, of a school building in which children attend classes measured from the center point of the school campus per Maps 6.31-1 or day care.
- b. No more than two (2) short-term rentals shall be permitted within one block on the same street in any residential zone.
- c. No short-term rental shall be permitted in a multi-family dwelling with more than four (4) units.
- d. No person shall sublet a short-term rental unit.
- e. Short-Term Rental permits are nontransferable.

Commented [CC3]: Change per comments at 7/25 Council Work Session and 8/8 Council Work Session/Meeting.

Maps 6.31-1 Short-Term Rental Prohibited Zones



6.31.4 Occupancy and Parking

- a. Occupancy is limited to three (3) persons per sleeping-room listed for rent.
- b. One (1) off-street parking space shall be provided for short-term rentals in residential zones.

6.31.5 Permit Required

Approval of a conditional use permit, pursuant to the requirements in Chapter 3 of this Code, shall be required to for the operation of a short-term rental.

6.31.6 Lodging and Sales Tax

Short-term rental unit owners are subject to, and responsible for, collecting and remitting all applicable taxes, specifically including the sales and lodging tax.

6.31.7 Compliance with Building and Fire Codes

All short-term rental units are subject to the applicable building and fire codes. Properties being renovated to accommodate short-term rentals shall apply for a building permit and are subject to all applicable building and fire codes.

6.31.8 Safety Inspections

All short-term rentals are subject to safety inspections as deemed reasonably necessary by the Community Development Department.

6.31.9 No Separate Utility Meters

All electric, gas, sewer, and water services to boarding and rooming accommodations shall be interconnected to and indistinguishable from that of the principal residential structure and shall not have separate meters, service lines, or billing.

6.31.10 Violation, Advertising

Advertising of a short-term rental without the appropriate City permit shall be considered a violation and shall be subject to the enforcement provisions of Chapter 9 of this Code.

Section 4. Douglas Municipal Code Sections 1.04.050, 1.04.060 and 2.08.060, by reference, are incorporated herein and made a part hereof.

PASSED AND APPROVED ON FIRST READING this ____ day of _____, 2022.

PASSED AND APPROVED ON SECOND READING this ____ day of _____, 2022.

PASSED, APPROVED, AND ADOPTED on Third and Final Reading this ____ day of _____, 2022.

René Kemper, Mayor

Attest:

Chaz Schumacher, City Clerk

Published: _____, 2022

ATTESTATION

I, Chaz Schumacher, the Clerk of the City of Douglas, Wyoming, do hereby attest and state that the above ordinance was published/posted in the manner required by law and that all procedures required by Wyoming State law were complied with.

Chaz Schumacher, City Clerk



CITY OF **DOUGLAS** WYOMING
HOME OF THE JACKALOPE.

Agenda Item Report City Council - August 11 , 2022

Department

Police Department

Staff Contact

Todd Byerly

Recommendations

Consider entering into a Memorandum of Understanding (MOU) with the Glenrock Police Department for the sharing of resources within our respective jurisdictions.

Executive Summary

The Douglas Police Department is entrusted to provide the highest level of public safety for its citizens. At times, resources (personnel), are limited, and there is propensity for effective public safety to be negatively impacted. This Memorandum of Understanding (MOU), affords both the Douglas and Glenrock Police Department to share resources in times of need such as critical incidents and special events which draw large crowds (Ex: Wyoming Stae Fair, Deer Creek Days, etc.). If assistance is requested **for an event or for regular shift coverage** , the providing Department will bill the other Department for the hours worked at the specific officer’s rate unless something different is agreed on by the Chief of both departments. There is no expectation of reimbursement for response to a critical incident. The MOU clearly outlines when resources may be shared, the chain of command, and responsibilities of each agency.

Alignment to Strategic Goals and/or Other Plans

Offer Great Choice to Live, Work, and Play

Budget/Fiscal Impact

Fund	Police Department (Patrol) 10-5202-1001
Department	Police
Line Item Descr	Salaries/Wages - Regular
Project	
Amount	\$2,000 +/-

Responsible Staff

Chief Todd Byerly
Lieutenant Matthews



CITY OF **DOUGLAS** WYOMING
HOME OF THE JACKALOPE.

Agenda Item Report City Council - August 11 , 2022

Action Requested

Authorize the City Administrator and Chief of Police to sign the Memorandum of Understanding with the City of Glenrock and Glenrock Police Department.

Reviewed/Approved

- Community Development
- Law Enforcement
- City Administrator

- Public Works
- Legal
- Finance

Recommended Motion

I move to authorize the City Administrator and Chief of Police to sign the Memorandum of Understanding with the City of Glenrock and the Glenrock Police Department.

Attachments

Memorandum of Understanding



**Memorandum of Understanding
Between the Glenrock Police Department and
The City of Douglas Police Department**



1. **Parties.** This Memorandum of Understanding (herein referred to as “MOU”) is made and entered into by and between the Douglas Police Department, whose address is 1201 Mesa Drive, Suite A, Douglas, WY 82633, and the Glenrock Police Department, whose address is 219 South 3rd Street, Glenrock, WY 82637.
2. **Purpose.** The purpose of this MOU is to establish the terms and conditions under which certified peace officers of the Glenrock Police Department/Douglas Police Department may, pursuant to Wyoming Statute Annotated § 7-2-106(b), provide law enforcement assistance within the territorial jurisdiction of the Douglas Police Department/Glenrock Police Department. And, further, will address the deployment and use of Department equipment in conjunction with law enforcement assistance provided to either agency.
3. **Term of MOU.** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and the governing bodies of the parties’ respective counties or municipalities and shall remain in full force and effect for not longer than one (1) month beyond the current term of office of any participating sheriff or chief of police, and in no event longer than one (1) year. This MOU may be terminated, without cause, by either party upon 30 days written notice, which notices shall be delivered by hand or certified mail to the address listed above.
4. **Payment.** No payments shall be made to either party by the other party because of this MOU, unless damage to equipment is sustained while aiding as outlined in this agreement, in which case the Department being assisted will reimburse the assisting department for the actual cost of repair or replacement. If assistance is requested for an event or for regular shift coverage, the providing Department will bill the other Department for the hours worked at the specific officer’s rate unless something different is agreed on by the Chief of both departments.
5. **Applicability.** This MOU shall cover all active-duty certified peace officers of both Departments. The geographic territory covered by this MOU shall be the territorial jurisdiction of the Douglas Police Department and the Glenrock Police Department, as they may exist and be amended from time to time.
6. **Responsibilities of the Douglas Police Department.** The primary responsibility of the Douglas Police Department is to provide for the initial response to calls for service inside the City of Douglas. The Douglas Police Department is not responsible for initial response routine calls within the Glenrock City Limits. The Douglas Police Department may provide the assistance of certified police officers to the Glenrock Police Department upon their request, and subject to availability of officers, and may provide other personnel and equipment as needed (tactical ballistic equipment, command posts, etc.) in the case of major events or incidents. Douglas Police Officers may respond to assist the Glenrock Police Department when the following situations arise:
 - a. At any time, a request for assistance is received from the Glenrock Police Department; or
 - b. At any time that a threat to life or serious injury to person or property is present or is likely to occur without immediate action on the part of a municipal officer or to preserve evidence or safeguard investigative scenes in the absence of a duly appointed authorized Officer of the Glenrock Police Department; or

- c. At any time, concurrence or permission is received from the Glenrock Police Department to engage in law enforcement activities within their jurisdiction.

7. Responsibilities of the Glenrock Police Department. The primary responsibility of the Glenrock Police Department is to provide for the initial response to calls for service inside the City of Glenrock. The Glenrock Police Department is not responsible for initial response routine calls within the Douglas City Limits. The Glenrock Police Department may provide the assistance of certified police officers to the Douglas Police Department upon their request, and subject to availability of officers, and may provide other personnel and equipment as needed (tactical ballistic equipment, command post, etc.) in the case of major events or incidents. Glenrock Police Officers may respond to assist the Douglas Police Department when the following situations arise:

- a. At any time, a request for assistance is received from the Douglas Police Department; or
- b. At any time that a threat to life or serious injury to person or property is present or is likely to occur without immediate action on the part of a municipal officer or to preserve evidence or safeguard investigative scenes in the absence of a duly appointed authorized Officer of the Douglas Police Department.
- c. At any time, concurrence or permission is received from the Douglas Police Department to engage in law enforcement activities within their jurisdiction.

8. General Provisions.

- a. **Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed on up and between parties to this MOU shall be incorporated by written instrument and effective when executed and signed by all parties to this MOU.
- b. **Applicable Law.** The construction, interpretation, and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and over the parties, and the venues shall be the Eighth Judicial District, Converse County, Wyoming.
- c. **Authority Granted and Chain of Command.** Peace Officers of the Glenrock/Douglas Police Departments assigned and performing duties pursuant to this MOU are subject to the direction and control of the local Chief of Police and shall have full peace officer authority within the territorial jurisdiction of that municipality's department. Nothing in this MOU shall be interpreted to authorize assigned peace officers to exercise any power beyond those of the local department.
- d. **Entirety of Agreement.** This MOU, consisting of 3 pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representation and agreements, whether written or oral.
- e. **Liability.** Pursuant to Wyoming Statute § 7-2-106(c), any peace officer acting under this MOU shall be deemed to be acting within scope of his duties for purposes of the Wyoming Governmental Claims Act and the states self-insurance program Wyoming Statute § 1-41-101 through 1-41-111 or the local government self-insurance program Wyoming Statute § 1-42-101 through 1-42-207. All privileges and immunities from liability, and all pension, disability, worker's compensation and other benefits which normally apply to peace officers in the performance of their duties in their own jurisdiction shall also apply to them when acting pursuant to this MOU. For purposes of Wyoming Statute § 27-14-104, the requesting and assigning law enforcement agencies shall be a joint employer as defined under Wyoming

Statute § 27-14-102(a)(xix) and then designated peace officers shall be a joint employee as defined under Wyoming Statute § 27-14-102(a)(xxi).

- f. **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate terms affected by the severance.
- g. **Governmental Immunity.** The Douglas Police Department and the Glenrock Police Department and their respective governing bodies do not waive their governmental immunity by entering this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
- h. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity that status of a third-party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties, and obligations contained in this MOU shall operate only between parties to this MOU and shall insure solely to the benefit of the parties in this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties in this MOU intended and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU or to bring an action for the breach of this MOU.
- i. **Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

DOUGLAS POLICE DEPARTMENT

Todd Byerly, Chief of Police Date

René Kemper, Mayor Date

ATTESTED:

Chaz Schumacher, City Clerk Date

GLENROCK POLICE DEPARTMENT

Colter Felton, Chief of Police Date

Bruce Roumell, Mayor Date

ATTESTED:

Tammy Taylor, City Clerk Date