



*City Council Meeting
Agenda Packet*

March 20, 2018

7 p.m.

City Council Meeting Agenda

March 20, 2018 7 p.m.



- 1. Pledge of Allegiance
- 2. Roll Call
- p. 5 3. Approval of Minutes: City Council Meeting of March 6, 2018 and the Special City Council Meeting of March 12, 2018

BID OPENINGS

- p. 14 1. Vehicle for the Rock Springs Housing Authority

APPOINTMENTS

- p. 16 1. Rock Springs Transportation Committee—Ryan Schmidt, 2nd term

PRESENTATIONS AND PROCLAMATIONS

- 1. Boy Scout Troop 4 Eagle Scout Project—Kevin Maloney and J. T. Larsen
- 2. Sweetwater Climb Wyoming—Brittany Gray

PUBLIC HEARINGS

- HA** 1. Public hearing with the Rock Springs Housing Authority for the purpose of discussing
- p. 19 the Rock Springs Housing Authority's Annual Plan (Resolution 2018-38)

PETITIONS

OFFICER AND STAFF REPORTS

- p. 22 1. Health Insurance Fund Recap—February 2018
- p. 24 2. Financial Report Summary—February 2018
- p. 30 3. Animal Control Report—February 2018
- p. 31 4. Rock Springs Renewal Fund Financial Statements—January 2018

COUNCIL COMMITTEE AND BOARD REPORTS

- p. 34 1. Main Street Board Meeting Minutes of February 7, 2018
- p. 36 2. Parks and Recreation Advisory Board Meeting Minutes of January 11, 2018
- p. 38 3. Parks and Recreation Advisory Board Meeting Minutes of February 8, 2018

BILLS AND CLAIMS

- p. 41 1. Bills and Claims for March 20, 2018
- p. 61 2. Salaries for March 7, 2018

NEW BUSINESS

- p. 63 1. Request from the Department of Engineering & Operations for permission to bid a new VAC truck for the Water Reclamation Facility

- p. 64 2. Request from Lews, Inc. for a liquor catering permit for the Hardin/Mackie Wedding on May 26, 2018, from 2 p.m. – midnight at the Bunning Freight Station
- p. 68 3. Request from Santa Fe Trail for a liquor catering permit for the UW Alumni Banquet on April 20, 2018, from 5:30 – 8:30 p.m. at the Sweetwater Events Complex
- p. 71 4. Request from Santa Fe Trail for a liquor catering permit for the Kiya and TJ Wedding on August 11, 2018, from 4 p.m. – midnight at the Bunning Freight Station
- p. 75 5. Request from the Ponderosa Bar, Inc. for a liquor catering permit for the Ducks Unlimited on April 7, 2018, from 4 p.m. – midnight at the Sweetwater Events Complex (already approved by the Green River City Council)

RESOLUTIONS

- HA** 1. 2018-37 A Resolution approving a request from the Rock Springs Housing Authority to add a seasonal Laborer position
- p. 79 **HA** 2. 2018-38 A Resolution accepting and approving Public Housing Authority (PHA) Plans for 2019
- p. 81 3. 2018-39 A Resolution accepting and approving a 2018-2019 Farmers Market Promotion Grant Application
- p. 90 4. 2018-40 A Resolution accepting and approving a contract for Sale of Real Property located at 538 Pilot Butte Avenue, to Jamco Rentals, LLC
- p. 94 5. 2018-41 A Resolution accepting and approving an agreement between the City of Rock Springs and Rock Springs Main Street/Urban Renewal Agency, and Able Hands for downtown beautification project
- p. 101 6. 2018-42 A Resolution declaring the intention of the Mayor and Council of the City of Rock Springs to vacate a portion of the public right-of-way of the Hillside Addition to the City of Rock Springs
- p. 103 7. 2018-43 A Resolution granting a corrective easement to Questar Gas Company
- p. 113 8. 2018-44 A Resolution accepting and approving a Questica Budget Agreement with Questica for budget software
- p. 117 9. 2018-45 A Resolution accepting and approving two contracts with F.H. Black & Company Incorporated for the purchase and implementation of Caseware Accounting Software
- p. 134 10. 2018-46 A Resolution accepting and approving an Engagement Letter and Business Associate Agreement between Gabriel, Roeder, Smith & Company to provide GASB 75 Valuation Reports
- p. 140 11. 2018-47 A Resolution accepting and approving a change request from Point & Pay, LLC for fee structure
- p. 151

ORDINANCES

- p. 155 1. 2018-04 *1st Reading:* An Ordinance amending Section 1-604© of the Ordinances of the City of Rock Springs entitled “Adopting the Personnel Policies and Procedures Relating to City of Rock Springs Employees” and adopting revised Personnel Policies
- p. 216 2. 2018-05 *1st Reading:* An Ordinance creating Article 3-544 of the Ordinances of the City of Rock Springs, Wyoming, “Prohibited Sale of Commercially Bred Dogs, Cats, and Rabbits in Pet Stores, Retail Businesses, and Other Commercial Establishments”

ADJOURNMENT



City Council Agenda

Minutes

City of Rock Springs)
County of Sweetwater)
State of Wyoming)

City Council met in regular session on March 6, 2018. Mayor Demshar called the meeting to order at 7 p.m. Members present included Councilors Rose Mosbey, Billy Shalata, Jason Armstrong, David Halter, Rob Zotti, Tim Savage, and Glennise Wendorf. Councilor Tate was absent from the meeting. Department Heads present included Dwane Pacheco, Richard Beckwith, Jim Wamsley, Paul Kauchich, Kara Beech, and Matt McBurnett. Acting City Planner Steve Horton was also present. The pledge of allegiance was recited.

Revised Agenda

Moved by Councilor Mosbey, seconded by Councilor Wendorf to approve the revised agenda. Motion carried unanimously.

Approval of Minutes

Moved by Councilor Wendorf, seconded by Councilor Halter to approve the City Council Meeting minutes of February 20, 2018. Motion carried unanimously.

PRESENTATIONS AND PROCLAMATIONS

Proclamation—2018 Girl Scout Week

Mayor Demshar read a proclamation declaring the week of March 11-17, 2018, as Girl Scout Week and encouraged citizens to celebrate the 106th anniversary of Girl Scouts of America.

Communities Protecting the Green Update

Don Hartley gave an update on several water diversion projects that have been proposed within our state. The new proposal from Aaron Million would divert water from Brown's Park and not the Flaming Gorge Reservoir. The governing body voiced their concerns about diverting water from Wyoming to other states. Hartley reported that our basin is close to average for snowfall this year, and we should have a normal flow of water this spring and summer. However, Colorado is only about 1/3 of normal. There could be the potential for reduction in water use in 2020.

PETITIONS - None

COUNCIL COMMITTEE AND BOARD REPORTS

Councilor Mosbey informed everyone that the Rock Springs Historical Museum is currently hosting Cheyenne's Mobile Museum. It is an interactive display and geared toward 2-7 yr. olds, but it is a great event for the entire family. Admission is free.

Councilor Wendorf stated that this year's City-wide Cleanup will take place on Saturday, May 19. She asked everyone to save the date. More information to follow.

Councilor Savage stated that the Companion Animal Committee is hosting a raffle fundraiser for a low cost spay/neuter clinic in the fall. He has tickets available if anyone would like to purchase them.

CORRESPONDENCE

Mayor Demshar acknowledged the receipt of a letter from John Partain reporting the progress of the Emporium in Slovenski Dom.

Moved by Councilor Mosbey, seconded by Councilor Shalata to approve the correspondence and place it on file. Motion carried unanimously.

BILLS AND CLAIMS

Bills and Claims for March 6, 2018

Flexshare Benefits	Administration	391.50
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Payment Remittance Center	Expenses	3,015.42
WY Dept. of Revenue & Tax	Sales tax	467.38
5280 Digital	Subscription	991.00
A-G Plumbing	Services	305.20
ABI Winterhawk Recovery, LLC	Housing assistance	998.00
Ambiente H2O, Inc.	Parts	4,056.29
American Water Works Association	Membership	79.00
Moody, Anna	Utility refund	130.96
Applied Concepts, Inc.	Repairs	193.00
Ascentia Real Estate Holding Co., LLC	Housing assistance	136.00
Best Practice Consulting, LLC	Consulting services	3,400.00
Best Value Rentals, LLC	Housing assistance	739.00
Carrier Corporation	Parts	792.00
Carrington Pointe Apartments	Housing assistance	8,784.00
Casper Police Department	Registration	295.00
Castle Cleaning	Services	1,900.00
CDM Smith	Services	12,606.53
CDW Government	Parts	136.88
Chavez, Maria	Housing assistance	408.00
Chemical Testing Program	Supplies	379.00
Ranta, Christopher	Utility refund	32.65
City of Rock Springs	Health insurance	330,780.55
Clark Wireless	Services	1,044.96
CML Rentals	Housing assistance	1,039.00
Cobra Puma Golf, Inc.	Merchandise	456.82
Codale Electric Supply, Inc.	Lighting	1,634.76
Creative Culture Insignia, LLC	Badge	98.75
Crum Electric Supply Co., Inc.	Lighting	847.12
Cuellar, Nikita	Deposit refund	370.00
Desert View Animal Hospital	Services	480.53
Dominion Energy	Utilities	22,071.53
DS Construction Remodeling, Inc.	Utility refund	18.49
Davila, Ed	Utility refund	38.79
Elkanger, Danni	Utility reimbursement	29.00
Eric F. Phillips Law Office	Fees	550.00
Fossen, Michele	Housing assistance	686.00
Gamble, April	Utility reimbursement	68.00
Godfrey, Julie	Utility reimbursement	58.00
Great Basin Industrial	Services	7,425.00
Greene's Energy Services, Inc.	Part	45.00
Guilford, Mercedes	Utility reimbursement	38.00
Hansen Allen & Luce, Inc.	Services	1,822.37
Honnen Equipment Co.	Parts	115.46
Hoxsey, Misty	Utility reimbursement	31.00
HWP, Inc.	Parts	51.91
Wangsgard, Jeff	Utility refund	36.96
Jim's Upholstery	Services	145.00
JM Electrical Services	Services	464.14
Kolar, Keith	Utility refund	64.76
Linford, Sterling	Utility reimbursement	52.00
Logiudice, Natalie	Utility reimbursement	52.00
Loredo, Kathleen	Utility reimbursement	52.00
Luna, Cristy	Utility reimbursement	52.00
Lund, Victoria	Performance	400.00
M & H Properties, LLC	Housing assistance	161.00
Martinez, Crystal	Utility reimbursement	31.00
McFadden Wholesale Co., Inc.	Supplies	4,268.79
Memorial Hospital of SWC	Services	786.00
Druce, Mick	Utility refund	31.03
My Educational Resources, Inc.	Materials	336.00
North American Directory Srv., LLLP	Advertising	590.00

Nu-Life Auto Glass, LLC	Windshields	2,057.22
Orkin Exterminating	Services	309.12
Overy, Ray	Housing assistance	680.00
Paetec	Telephone	134.15
Panda Rentals	March housing assistance	454.00
Parker, Latiecha	Utility reimbursement	12.00
Paulson, Scott	Reimbursement	37.25
Penoff, David	Housing assistance	260.00
Perfectpetmatch.com, LLC	Software subscription	192.00
Pex Fitness, LLC	Equipment	5,495.00
Physio-Control, Inc.	Subscription	1,880.28
Pineda, Bobby	Services	75.00
Pioneer Gasket of Wyoming, Inc.	Gasket	50.00
Porter, Doug	Resident manager	50.00
Power Engineering Co.	Services	291.67
Preservational Trust for Hist. Pres.	Advertisement	395.00
Pro Force Law Enforcement	Uniform	1,145.00
Ramaker & Associates, Inc.	Maintenance	750.00
Respond First Aid Systems	Masks	200.00
Robertson, Samantha	Utility reimbursement	38.00
Rock Springs Creekside Apts.	Housing assistance	3,304.00
Rock Springs Municipal Utility	Water/sewer	27,243.31
Rock Springs Newspapers	Subscription/advertising	277.00
Rock Springs Pet Hospital, LLC	Services	1,053.30
Rock Springs Renewal Fund	Movie rental	250.00
Rock Springs Winlectric	Parts	1,183.52
Rocky Mountain Air Solutions	Oxygen	32.75
Rocky Mountain Power	Lighting	13,327.00
Rocky Mountain Power	Housing electric	1,293.62
Rocky Mountain Survey, Inc.	Services	3,495.00
Rocky Mountain Climate Control	Repairs	132.96
Serles, Ron	Utility refund	39.76
Roose, Cheryl	Utility reimbursement	11.00
Rosenbauer Minnesota, LLC	Housing assistance	270.31
RS Apartments, LLC	Housing assistance	233.00
RS Refrigeration	Parts	289.55
Sanchez, Jeremy	Resident manager	175.00
Self, Tim	Housing assistance	476.00
Semedo, Edna	Utility reimbursement	31.00
Sheepdog Seminars	Registration	138.00
Shell, Misty	Utility reimbursement	38.00
Sirchie Laboratories	Supplies	249.05
Skaggs Companies, Inc.	Uniforms	1,557.90
Source One Environmental	Supplies	4,475.59
Southwest Real Estate	Housing assistance	671.00
Springview Manor Apts.	Housing assistance	3,661.00
Staples	Supplies	1,812.04
Staples Advantage	Supplies	1,075.76
State Fire DC Specialties	Inspections	1,584.00
Stephenson, Monica	Utility reimbursement	31.00
Sun Life Financial	Insurance	1,321.50
Sweetwater Heights	Housing assistance	2,450.00
Sweetwater Trophies	Plaque	37.50
Taylor Made Golf Co., Inc.	Merchandise	714.34
The Partridge Psychological Group	Evaluation	850.00
The UPS Store	Stamps	49.00
Titleist	Merchandise order	650.40
Burton, Toi	Utility refund	30.88
Best, Tom	Utility refund	129.85
Turnkey Properties, Inc.	Housing assistance	579.00
United Site Services	Services	362.00

UPS	Shipping	108.67
USA Blue Book	Chemicals	399.53
USPS – Hasler	Postage	2,000.00
Verizon Wireless	Telephone	4,357.63
Vesco, Beulah	Housing assistance	425.00
Vonage Business	Telephone	404.60
Walmart Community BRC	Supplies	2,365.42
Ware, Ted	Housing assistance	1,306.00
Water Environment Federation	Membership	110.00
Webb, Regina	Resident manager	175.00
Western Wyoming Beverage	Pepsi	88.40
Willdan Lighting & Electric, Inc.	Lighting	12,423.59
Williams, Penny	Resident manager	175.00
Willow Street Rentals	Housing assistance	444.00
Woodard, Steven	Housing assistance	102.00
Wostrel, Aaron	Housing assistance	935.00
Wyo-NAHRO	Membership	75.00
Wyoming Lifestyle Magazine	Advertising	400.00
Wyoming Machinery	Parts	1,427.95
Wyoming State Fire Marshal's Office	Publications	652.68
Wyoming.com	DSL	75.95
	Total	\$536,103.53

Report Checks for February 22, 2018

Employee Garnishments	Employee deductions	391.65
Internal Revenue Service	Electronic fund transfer	131,768.68
AXA-Equitable	Employee deferred	137.50
ICMA	Electronic fund transfer	3,123.65
Misc. Reimbursement	Employee reimbursement	105.00
Nationwide Insurance	Employee deferred	370.00
Waddell and Reed	Employee deferred	925.00
Waddell and Reed	Section 529 plan	825.00
Great West Retirement	Employee deferred	7,352.50
Great West Retirement	Post tax	200.00
Sweetwater Federal Credit Union	Employee deductions	3,050.00
Flexible Spending Account/BCBS	Employee BCBS flexshare	7,003.32
Wyoming Child Support	Child support payments	3,570.00
	Total	\$158,822.30

Moved by Councilor Wendorf, seconded by Councilor Mosbey to approve the bills and claims for March 6, 2018. Motion carried unanimously.

Salaries for February 22, 2018: \$620,451.80

Moved by Councilor Wendorf, seconded by Councilor Halter to approve the salaries for February 22, 2018. Motion carried unanimously.

NEW BUSINESS

Request from the Rock Springs Historical Museum for permission to apply for a grant through the Historic Architecture Assistance Fund Program

Moved by Councilor Mosbey, seconded by Councilor Wendorf to approve the request. Motion carried unanimously.

Request from the Police Department for permission to apply for the 2019 Highway Safety Grant

Moved by Councilor Wendorf, seconded by Councilor Zotti to approve the request. Motion carried unanimously.

Request from the Police Department to fill a vacant Community Service Officer position

Moved by Councilor Armstrong, seconded by Councilor Halter to approve the request. Motion carried unanimously.

RESOLUTIONS

Resolution 2018-27 A RESOLUTION ACCEPTING AND APPROVING A SALES AGREEMENT WITH AMANDA CLAWSON-WALKER, AND AUTHORIZING CARL R. DEMSHAR, JR., AS MAYOR OF THE CITY OF ROCK SPRINGS, WYOMING, TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY, was read by title.

Moved by Councilor Savage, seconded by Councilor Mosbey to approve Resolution 2018-27. Upon roll call the following voted in favor: Councilors Savage, Mosbey, Shalata, Halter, Wendorf, Zotti, Armstrong, and Mayor Demshar. Motion carried unanimously.

Resolution 2018-28 A RESOLUTION ACCEPTING AND APPROVING A CONTRACT AMENDMENT FOR ENGINEERING SERVICES WITH NELSON ENGINEERING, AND AUTHORIZING CARL R. DEMSHAR, JR., AS MAYOR OF THE CITY OF ROCK SPRINGS, WYOMING, TO EXECUTE SAID AMENDMENT ON BEHALF OF SAID CITY, was read by title.

Moved by Councilor Wendorf, seconded by Councilor Mosbey to approve Resolution 2018-28. Upon roll call the following voted in favor: Councilors Savage, Mosbey, Shalata, Halter, Wendorf, Zotti, Armstrong, and Mayor Demshar. Motion carried unanimously.

Resolution 2018-29 A RESOLUTION ACCEPTING AND APPROVING A CHANGE REQUEST FROM POINT & PAY, LLC, AND AUTHORIZING CARL R. DEMSHAR, JR., AS MAYOR OF THE CITY OF ROCK SPRINGS, WYOMING, AND MATTHEW L. MCBURNETT, AS CITY CLERK OF THE CITY OF ROCK SPRINGS, TO EXECUTE SAID CHANGE REQUEST ON BEHALF OF THE CITY, was read by title.

Moved by Councilor Mosbey, seconded by Councilor Wendorf to approve Resolution 2018-29. Upon roll call the following voted in favor: Councilors Savage, Mosbey, Shalata, Halter, Wendorf, Zotti, Armstrong, and Mayor Demshar. Motion carried unanimously.

Resolution 2018-30 A RESOLUTION ACCEPTING AND APPROVING A JOB DESCRIPTION FOR THE POSITION OF LABORER, FOR THE CITY OF ROCK SPRINGS, WYOMING, was read by title.

Moved by Councilor Halter, seconded by Councilor Wendorf to approve Resolution 2018-30. Upon roll call the following voted in favor: Councilors Savage, Mosbey, Shalata, Halter, Wendorf, Zotti, Armstrong, and Mayor Demshar. Motion carried unanimously.

Resolution 2018-31 A RESOLUTION ACCEPTING AND APPROVING A JOB DESCRIPTION FOR THE POSITION OF MUSEUM ADMINISTRATIVE ASSISTANT, FOR THE CITY OF ROCK SPRINGS, WYOMING, was read by title.

Moved by Councilor Mosbey, seconded by Councilor Halter to approve Resolution 2018-31. Upon roll call the following voted in favor: Councilors Savage, Mosbey, Shalata, Halter, Wendorf, Zotti, Armstrong, and Mayor Demshar. Motion carried unanimously.

Resolution 2018-32 A RESOLUTION ACCEPTING AND APPROVING A JOB DESCRIPTION FOR THE POSITION OF POLICE COMMUNITY SERVICE OFFICER AT PAY GRADE 34, FOR THE CITY OF ROCK SPRINGS, WYOMING, was read by title.

Moved by Councilor Savage, seconded by Councilor Mosbey to approve Resolution 2018-32. Upon roll call the following voted in favor: Councilors Savage, Mosbey, Shalata, Halter, Wendorf, Zotti, Armstrong, and Mayor Demshar. Motion carried unanimously.

Resolution 2018-33 A RESOLUTION ACCEPTING AND APPROVING A JOB DESCRIPTION FOR THE POSITION OF CROSSING GUARD, FOR THE CITY OF ROCK SPRINGS, WYOMING, was read by title.

Moved by Councilor Savage, seconded by Councilor Zotti to approve Resolution 2018-33. Upon roll call the following voted in favor: Councilors Savage, Mosbey, Shalata, Halter, Wendorf, Zotti, Armstrong, and Mayor Demshar. Motion carried unanimously.

Resolution 2018-34 A RESOLUTION ACCEPTING AND APPROVING A JOB DESCRIPTION FOR THE POSITION OF POLICE EVIDENCE TECHNICIAN AT PAY GRADE 36, FOR THE CITY OF ROCK SPRINGS, WYOMING, was read by title.

Moved by Councilor Zotti, seconded by Councilor Armstrong to approve Resolution 2018-34. Upon roll call the following voted in favor: Councilors Savage, Mosbey, Shalata, Halter, Wendorf, Zotti, Armstrong, and Mayor Demshar. Motion carried unanimously.

Resolution 2018-35 A RESOLUTION ACCEPTING AND APPROVING A JOB DESCRIPTION FOR THE POSITION OF POLICE EVIDENCE COORDINATOR AT PAY GRADE 38, FOR THE CITY OF ROCK SPRINGS, WYOMING, was read by title.

Moved by Councilor Armstrong, seconded by Councilor Halter to approve Resolution 2018-35. Upon roll call the following voted in favor: Councilors Savage, Mosbey, Shalata, Halter, Wendorf, Zotti, Armstrong, and Mayor Demshar. Motion carried unanimously.

EXECUTIVE SESSION – Personnel, Litigation, Real Estate

Moved by Councilor Mosbey, seconded by Councilor Shalata to move into executive session at 7:41 p.m. Motion carried unanimously.

RECONVENE

Moved by Councilor Shalata, seconded by Councilor Armstrong to reconvene at 8:41 p.m. Motion carried unanimously.

ADJOURNMENT

There being no further business, the meeting adjourned at 8:41 p.m.

By: _____
Council President

ATTEST:

City Clerk

Mayor

City of Rock Springs)
County of Sweetwater)
State of Wyoming)

City Council met in special session on March 12, 2018. Mayor Carl Demshar called the meeting to order at 5:30 p.m. Members present included Councilors Rob Zotti, Glennise Wendorf, Rose Mosbey, Jason Armstrong, David Halter, David Tate, and Billy Shalata. Councilor Tim Savage was absent from the meeting. Department heads present included Dwane Pacheco, Richard Beckwith, Jim Wamsley, Paul Kauchich, Kara Beech, and Matt McBurnett. Acting City Planner Steve Horton was also present. The negotiating team members from I.A.F.F. Local #1499 were present: Dominic Erramouspe, Seth Lancaster, Steven Kourbelas, and Luke Geffre. The pledge of allegiance was recited.

APPOINTMENTS

Director of Public Services

Moved by Councilor Mosbey, seconded by Councilor Zotti to appoint Steve Horton as the Director of Public Services: Upon roll call the following voted in favor: Councilors Armstrong, Mosbey, Shalata, Tate, Wendorf, Zotti, and Halter. Motion carried unanimously.

RESOLUTIONS

Resolution 2018-36 AN AMENDED RESOLUTION ACCEPTING AND APPROVING CORRECTED ASO GROUP PLAN CHANGES WITH BLUE CROSS BLUE SHIELD OF WYOMING, AND AUTHORIZING CARL R. DEMSHAR, JR., AS MAYOR, TO EXECUTE SAID CORRECTED ASO GROUP PLAN CHANGE ON BEHALF OF THE CITY OF ROCK SPRINGS, was read by title.

Moved by Councilor Wendorf, seconded by Councilor Halter to approve Resolution 2018-36. Upon roll call the following voted in favor: Councilors Armstrong, Mosbey, Shalata, Wendorf, Halter, Zotti, Tate, and Mayor Demshar. Motion carried unanimously.

NEW BUSINESS

Collective bargaining between the city of Rock Springs and the Rock Springs Fire Fighters IAFF Local 1499 to construct a Collective Labor Agreement for the term of July 1, 2018, through June 30, 2020

Mayor Demshar stated that tonight's negotiations would consist of presenting and exchanging proposals. The timeframe for negotiations is thirty (30) days after this meeting. If no agreement is reached in 25 days, then arbitration will be opened.

Dom Erramouspe asked for permission to review the entire contract for references to archaic processes that are no longer applicable, and address them when identified. He then reviewed the nine (9) proposals with the governing body:

- Proposal #1: Updates the term of the contract to July 1, 2018 through June 30, 2020
- Proposal #2: Remove quantity restriction on clothing items—replace as necessary
- Proposal #3: Physicals and Drug Testing—change B.A.C. limit to 0.04 to coincide with DOT regulations
- Proposal #4: Vacation scheduling—change number of picks to coincide with accrual rates
- Proposal #5: Allow vacation time use in blocks less than 24-hour increments
- Proposal #6: Continue employee discounts for recreation passes and golf passes for retiring firefighters with 20 years of service
- Proposal #7: Increase compensatory time limit accrual from 240 hours to 480 hours
- Proposal #8: Convert certification pay for Fire and EMS from flat dollar to a percentage of top firefighter pay
- Proposal #9: Wage proposal—COLA of 1.5% effective 7-1-2018; COLA of 2.5% effective 7-1-2019; Lateral movement of 5% effective 7-1-2018 for those qualifying; and lateral movement of 5% effective 7-1-2019 for those qualifying

Mayor Demshar reviewed the city's proposals:

Proposal #1: Compensation—On July 1, 2018, a one-time bonus of \$1,200 per full-time employee; on July 1, 2019, a one-time bonus of \$1,500 per full-time employee

Proposal #2: Health Insurance—Remove deductibles of \$500 per person per calendar year, and \$1,000 maximum aggregate deductible per calendar year

The next meeting for negotiations was set for March 21, 2018, at 5:30 p.m.

ADJOURNMENT

There being no further business, the meeting adjourned at 6:05 p.m.

By: _____
Council President

ATTEST:

City Clerk

Mayor



City Council Agenda

Bid Openings

CALL FOR BIDS

Notice is hereby given that the Rock Springs Housing Authority does hereby call for bids for a general contract to consist of:

Description of Project: VEHICLE FOR THE ROCK SPRINGS HOUSING AUTHORITY

Specifications are on file at the Mayor's Office, Rock Springs City Hall, 212 'D' Street, Rock Springs, WY 82901.

Sealed bids will be received until 5 p.m. on March 20, 2018. All bids shall be filed with the City Clerk, City Hall, Rock Springs, Wyoming.

A certified check or bid bond in the sum of five percent (5%) of the amount of any bid must be filed with said bid to be forfeited to the City of Rock Springs as liquidated damages if the bidder is awarded the contract and fails to enter into a contract with the City of Rock Springs within ten (10) days after notification of award.

All bids shall be opened by the City Council at 7 p.m. on **March 20, 2018**, and the contract, if awarded, shall be awarded to the bidder who in the opinion of the City Council is the lowest and the most responsible bidder for the supply of the item(s) required in the bid proposal, subject to the resident bidder preference described below.

Note: Due to regulations governing federal financial assistance involved in the project, preference for resident Wyoming laborers, workmen and mechanics under W.S.16-6-104 and W.S. 16-6-203 does not apply.

All bids shall be marked on the exterior: **VEHICLE BID** and include the Contractor's name and address.

The City Council shall have the power to reject any and all bids or waive any informality in same. No bidder will be allowed to withdraw his bid for a period of thirty (30) days or until the successful bidder has entered into a contract with the City of Rock Springs, Wyoming. Carl Demshar, Mayor.

PUBLISH: February 13, 2018
February 21, 2018
March 7, 2018



City Council Agenda

Appointments



TO: Carl R. Demshar, Jr., Mayor
and City Council Members

FROM: Kristyn Muniz, Administrative Assistant for Mayor and Council

DATE: March 20, 2018

RE: 2018 Boards and Commissions Appointments/Reappointments

I am pleased to submit the following person(s) for appointment or reappointment to our City Boards and Commissions:

ROCK SPRINGS TRANSPORTATION COMMITTEE

Reappointment: Ryan Schmidt – 2nd Term (1st Term Expires on April 7, 2018)



City Council Agenda

Presentations and Proclamations



City Council Agenda

Public Hearings

PUBLIC HEARING

The Rock Springs Housing Authority will hold a Public Hearing on March 20, 2018, at 7:00 p.m. in the City Council Chambers, 212 D Street, Rock Springs, Wyoming. The purpose of the hearing is to discuss the Rock Springs Housing Authority Annual Plan. The documents will be available for inspection by the public at the Office of Housing and Community Development, 233 C Street, between the hours of 8:00 a.m. and 5:00 p.m.

April Thompson/Supervisor
Rock Springs Housing Authority

PUBLISH: February 8, 2018
 March 1, 2018
 March 14, 2018



City Council Agenda

Petitions



City Council Agenda

Officer and Staff Reports

[illegible]

Health Insurance Claims
For the Period March 1, 2017 through February 28, 2018

Date	Institutional	Professional	Dental	Vision	Drug	Rx Wyo Rebate	Total
3/7/2017	30,678.05	10,566.34	5,195.93	944.00	5,881.14		53,265.46
3/14/2017	-6,374.36	9,678.19	4,340.50	725.00	6,254.90		14,624.23
3/21/2017	35,271.73	13,630.46	5,120.40	762.00	3,535.09		58,319.68
3/28/2017	3,971.68	17,123.92	6,321.92	455.00	8,804.18	-17,193.38	19,483.32
4/4/2017	15,594.89	18,429.26	4,248.95	590.00	7,023.88		45,886.98
4/11/2017	38,931.96	12,563.08	3,588.20	510.00	5,155.20		60,748.44
4/18/2017	23,743.13	21,590.41	6,936.52	455.00	7,351.17		60,076.23
4/25/2017	20,418.62	15,309.26	2,310.80	510.00	5,857.01		44,405.69
5/2/2017	5,958.20	19,840.50	2,577.10	793.00	7,984.44		37,153.24
5/9/2017	4,256.76	11,395.95	5,482.30	1,125.74	5,779.25		28,040.00
5/16/2017	16,117.64	11,021.50	2,895.30	855.00	5,445.67		36,335.11
5/23/2017	7,910.04	9,501.95	2,741.10	160.00	8,619.30		28,932.39
5/30/2017	12,517.94	10,469.01	3,912.40	581.00	4,919.17		32,399.52
6/6/2017	10,420.18	5,905.48	2,355.40	215.00	6,700.68		25,596.74
6/13/2017	10,915.26	36,498.12	2,813.10	595.00	5,076.18		55,897.66
6/20/2017	21,044.78	29,285.93	2,345.88	660.00	4,752.79		58,089.38
6/27/2017	70,836.01	12,590.81	5,505.80	800.00	7,108.88	-37,425.45	59,416.05
7/5/2017	2,295.48	22,086.56	1,140.00	215.00	6,591.07		32,328.11
7/11/2017	4,256.60	7,408.42	1,679.48	0.00	3,171.17		16,515.67
7/18/2017	12,163.55	41,088.59	4,869.08	728.00	4,717.86		63,567.08
7/25/2017	47,188.53	23,636.12	1,513.40	695.00	6,831.18		79,864.23
8/1/2017	13,325.42	20,466.06	1,373.20	1,553.00	4,463.40		41,181.08
8/8/2017	18,098.18	18,848.98	2,687.80	683.00	6,754.07		47,072.03
8/15/2017	12,988.79	8,333.71	1,711.40	455.00	6,271.00		29,759.90
8/22/2017	40,657.77	17,851.49	3,043.48	1,025.00	4,196.14		66,773.88
8/29/2017	34,454.98	49,322.41	1,815.00	915.00	6,043.00		92,550.39
9/5/2017	16,567.81	17,730.21	2,377.64	80.00	6,069.80		42,825.46
9/12/2017	126,871.47	20,371.33	1,032.80	535.00	9,769.27		158,579.87
9/19/2017	2,095.60	19,100.19	3,456.30	160.00	5,521.86		30,333.95
9/26/2017	39,686.49	47,316.84	3,304.18	1,333.00	6,045.82	-31,248.72	66,437.61
10/3/2017	6,257.38	19,207.03	2,871.20	878.00	5,931.70		35,145.31
10/10/2017	27,949.56	20,348.51	1,820.80	80.00	2,677.31		52,876.18
10/17/2017	30,740.50	21,285.69	2,737.00	560.00	3,977.45		59,300.64
10/24/2017	42,209.26	16,677.36	2,292.30	390.00	5,693.06		67,261.98
10/31/2017	8,545.02	35,299.99	1,629.00	350.00	5,642.80		51,466.81
11/7/2017	12,093.28	18,367.57	415.20	215.00	3,820.48		34,911.53
11/14/2017	22,839.49	45,472.67	1,719.40	140.00	10,504.54		80,676.10
11/21/2017	44,377.80	17,459.73	4,560.30	820.00	3,089.66		70,307.49
11/28/2017	33,875.33	9,225.01	2,172.32	193.00	6,169.76		51,635.42
12/5/2017	9,755.32	20,748.60	2,940.40	1,021.00	4,981.33		39,446.65
12/12/2017	25,613.95	24,136.62	3,051.90	468.98	5,034.26		58,305.71
12/19/2017	101,854.66	22,357.23	2,448.00	1,095.00	6,740.56		134,495.45
12/26/2017	10,538.32	21,436.85	4,417.46	615.00	4,419.18	-41,841.78	-414.97
1/2/2018	5,047.11	29,105.10	1,127.80	160.00	7,599.63	-414.97	42,624.67
1/9/2018	63,076.36	35,396.13	2,174.70	375.00	3,759.01		104,781.20
1/16/2018	16,083.58	15,824.82	2,439.40	1,040.00	5,514.22		40,902.02
1/23/2018	7,070.64	16,138.43	4,068.60	1,202.96	8,854.01		37,334.64
1/30/2018	20,076.08	15,854.93	3,438.51	310.00	9,536.54		49,216.06
2/6/2018	6,278.66	15,914.05	1,956.50	530.00	3,977.20		28,656.41
2/13/2017	6,813.78	15,194.56	3,381.60	350.00	9,406.80		35,146.74
2/20/2018	66,964.76	26,574.52	4,802.00	2,595.00	8,730.10		109,666.38
2/27/2018	50,184.32	16,840.19	5,427.61	1,242.00	7,282.20		80,976.32

Total	1,311,108.34	1,057,826.67	160,587.36	33,743.68	316,036.37	-128,124.30	2,751,178.12
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City of Rock Springs
General Fund
Financial Report Summary
For the Month Ending February 28, 2018

	February	Actual YTD	%Rec YTD	Annual Budgeted	YTD Budgeted	% Bud
Revenues	\$2,495,537.91	\$22,570,868.94	80.77%	\$27,946,311.44	18,630,874.29	66.67%
Expenditures	\$2,118,686.31	\$19,234,291.75				
Encumbrances		1,820,123.08	58.90%	35,746,308.11	23,830,872.07	66.67%
Net Revenues Over Expend	376,851.60	1,516,454.11		(7,799,996.67)	(1,949,999.17)	
Cash on Hand 2-28-18		\$5,141,132.26				
General Fund Investments			Mat Date			
Commerce Bank		1,000,000.00	3/23/2018	0.80%		
Commerce Bank		1,000,000.00	10/28/2018	0.75%		
Commerce Bank		50,000.00	6/30/2018	2.00%		
Federal Home Ln Mtg Corp		491,340.00	11/24/2021			
Federal Home Loan Banks		387,828.00	10/26/2020			
Federal Farm Credit Bank		482,420.00	4/25/2022			
CDs Insured To FDIC Limits		31,778.33	Various			
1st Bank North Side		3,500,000.00	2/12/2019	1.20%		
Total Investments		6,943,366.33				
Total Pledged Collateral		61,436,643.86				
Cash Reserve Investments						
CDs Insured To FDIC Limits -						
Various Maturities		2,143,026.67				
Piper Jaffray Money Market		66,095.15				
Federal National Mtg Assn 4/28/2021		486,510.00				
Federal Home Loan Bank 10/22/18		497,280.00				
Federal Home Loan Bank 9/25/2019		296,295.00				
Federal Home Loan Bank 9/25/2020		294,087.00				
Federal Home Ln Mtg 11/15/2022		485,115.00				
Cash Reserve - Cash		5,227,426.50				
Total Cash & Investments in Cash Reserve		<u>9,495,835.32</u>				

City of Rock Springs

Budget Revenue Report

To Date: 02/28/2018

From Account:

To Account:

Run Date: 03/15/2018

User: matt_mcburnett

Report by: Fund, Class

Segments	YTD Budget	Total Budget	MTD Rev.	YTD Rev.	YTD Variance	YTD %	Total Variance	Total %
110 : General Fund								
Taxes :	3,055,231.00	3,055,231.00	59,752.24	2,631,574.26	423,656.74	13.87%	423,656.74	13.87%
Licenses & Permits :	421,575.00	421,575.00	16,153.18	362,155.21	59,419.79	14.10%	59,419.79	14.10%
Miscellaneous Revenues :	1,316,598.56	1,316,598.56	142,133.06	1,097,618.89	218,979.67	16.63%	218,979.67	16.63%
Intergovernmental Revenue :	19,935,344.88	19,935,344.88	2,201,571.57	17,109,123.81	2,826,221.07	14.18%	2,826,221.07	14.18%
Charges for Services :	1,457,750.00	1,457,750.00	30,510.05	759,427.78	698,322.22	47.90%	698,322.22	47.90%
Fines & Forfeitures :	346,500.00	346,500.00	29,660.69	275,013.07	71,486.93	20.63%	71,486.93	20.63%
Transfers :	1,413,312.00	1,413,312.00	15,757.12	335,955.92	1,077,356.08	76.23%	1,077,356.08	76.23%
SubTotal : 110 : General Fund	27,946,311.44	27,946,311.44	2,495,537.91	22,570,868.94	5,375,442.50	19.24%	5,375,442.50	19.24%
112 : Road Impact Fee Fund								
Miscellaneous Revenues :	200.00	200.00	3,286.44	3,286.44	-3,086.44	-1,543.22%	-3,086.44	-1,543.22%
Charges for Services :	100.00	100.00	0.00	0.00	100.00	100.00%	100.00	100.00%
SubTotal : 112 : Road Impact Fee Fund	300.00	300.00	3,286.44	3,286.44	-2,986.44	-995.48%	-2,986.44	-995.48%
113 : Health Insurance Fund								
Miscellaneous Revenues :	3,905,000.00	3,905,000.00	345,964.01	2,770,548.42	1,134,451.58	29.05%	1,134,451.58	29.05%
SubTotal : 113 : Health Insurance Fund	3,905,000.00	3,905,000.00	345,964.01	2,770,548.42	1,134,451.58	29.05%	1,134,451.58	29.05%
115 : Reserves For General Fund								
Transfers :	75,000.00	75,000.00	0.00	0.00	75,000.00	100.00%	75,000.00	100.00%
SubTotal : 115 : Reserves For General Fund	75,000.00	75,000.00	0.00	0.00	75,000.00	100.00%	75,000.00	100.00%
130 : Sewer Fund								
Miscellaneous Revenues :	170,015.00	170,015.00	12,369.66	98,446.88	71,568.12	42.10%	71,568.12	42.10%
Intergovernmental Revenue :	3,219,725.84	3,219,725.84	5,569.12	1,984,493.86	1,235,231.98	38.36%	1,235,231.98	38.36%
Charges for Services :	4,816,000.00	4,816,000.00	363,753.01	3,496,190.21	1,319,809.79	27.40%	1,319,809.79	27.40%
Fines & Forfeitures :	500.00	500.00	0.00	0.00	500.00	100.00%	500.00	100.00%
SubTotal : 130 : Sewer Fund	8,206,240.84	8,206,240.84	381,691.79	5,579,130.95	2,627,109.89	32.01%	2,627,109.89	32.01%
135 : Sewer Depreciation Fund								
Miscellaneous Revenues :	25,000.00	25,000.00	-14,904.02	-59,937.39	84,937.39	339.75%	84,937.39	339.75%
SubTotal : 135 : Sewer Depreciation Fund	25,000.00	25,000.00	-14,904.02	-59,937.39	84,937.39	339.75%	84,937.39	339.75%
150 : Water Fund								
Miscellaneous Revenues :	75,717.20	75,717.20	10,972.02	63,638.63	12,078.57	15.95%	12,078.57	15.95%
Intergovernmental Revenue :	3,485,936.31	3,485,936.31	0.00	4,394,446.89	-908,510.58	-26.06%	-908,510.58	-26.06%
Charges for Services :	6,034,000.00	6,034,000.00	327,086.84	5,049,940.67	984,059.33	16.31%	984,059.33	16.31%
SubTotal : 150 : Water Fund	9,595,653.51	9,595,653.51	338,058.86	9,508,026.19	87,627.32	0.91%	87,627.32	0.91%
155 : Water Depreciation Fund								
Transfers :	150,000.00	150,000.00	0.00	0.00	150,000.00	100.00%	150,000.00	100.00%

Segments	YTD Budget	Total Budget	MTD Rev.	YTD Rev.	YTD Variance	YTD %	Total Variance	Total %
SubTotal : 155 : Water Depreciation Fund	150,000.00	150,000.00	0.00	0.00	150,000.00	100.00%	150,000.00	100.00%
215 : CAP Projects								
Intergovernmental Revenue :	263,443.00	263,443.00	0.00	84,937.29	178,505.71	67.76%	178,505.71	67.76%
SubTotal : 215 : CAP Projects	263,443.00	263,443.00	0.00	84,937.29	178,505.71	67.76%	178,505.71	67.76%
250 : Public Housing								
Miscellaneous Revenues :	389,300.00	389,300.00	30,937.73	246,445.06	142,854.94	36.70%	142,854.94	36.70%
Intergovernmental Revenue :	275,000.00	275,000.00	18,395.00	158,031.00	116,969.00	42.53%	116,969.00	42.53%
Transfers :	262,843.00	262,843.00	0.00	84,937.29	177,905.71	67.68%	177,905.71	67.68%
SubTotal : 250 : Public Housing	927,143.00	927,143.00	49,332.73	489,413.35	437,729.65	47.21%	437,729.65	47.21%
295 : Section 8 Vouchers Program								
Miscellaneous Revenues :	150.00	150.00	5.96	223.69	-73.69	-49.13%	-73.69	-49.13%
Intergovernmental Revenue :	384,195.00	384,195.00	27,725.00	190,712.00	193,483.00	50.36%	193,483.00	50.36%
SubTotal : 295 : Section 8 Vouchers Program	384,345.00	384,345.00	27,730.96	190,935.69	193,409.31	50.32%	193,409.31	50.32%
550 : Combined Improvement District Fund								
Special Assessments :	50.00	50.00	0.00	0.00	50.00	100.00%	50.00	100.00%
SubTotal : 550 : Combined Improvement District Fund	50.00	50.00	0.00	0.00	50.00	100.00%	50.00	100.00%
552 : Lid #109 Bond Fund								
Special Assessments :	50.00	50.00	0.00	0.00	50.00	100.00%	50.00	100.00%
SubTotal : 552 : Lid #109 Bond Fund	50.00	50.00	0.00	0.00	50.00	100.00%	50.00	100.00%
556 : Lid #118 Bond Fund								
Special Assessments :	50.00	50.00	0.00	0.00	50.00	100.00%	50.00	100.00%
SubTotal : 556 : Lid #118 Bond Fund	50.00	50.00	0.00	0.00	50.00	100.00%	50.00	100.00%
559 : Lid #119 Bond Fund								
Special Assessments :	50.00	50.00	0.00	0.00	50.00	100.00%	50.00	100.00%
SubTotal : 559 : Lid #119 Bond Fund	50.00	50.00	0.00	0.00	50.00	100.00%	50.00	100.00%
Grand Total :	51,478,636.79	51,478,636.79	3,626,698.68	41,137,209.88	10,341,426.91	20.09%	10,341,426.91	20.09%

City of Rock Springs

Authorized Spending Report

To Date: 02/28/2018

From Account:

To Account:

Run Date: 03/15/2018

User: matt_mcburnett

Report by: Fund, Division

Segments	YTD Budget	Total Budget	MTD Exp	YTD Exp	YTD PreEnc	YTD Enc	YTD Avai.	YTD %	Total Avai.	Total %
110 : General Fund										
1101 : Mayor/Council	339,825.00	339,825.00	22,779.05	215,924.45	0.00	150.00	123,750.55	36.42%	123,750.55	36.42%
1102 : City Attorney	437,600.00	437,600.00	31,029.69	261,947.34	0.00	0.00	175,652.66	40.14%	175,652.66	40.14%
1103 : Finance/Administration	1,023,950.00	1,023,950.00	54,864.19	584,070.88	0.00	39,250.00	400,629.12	39.13%	400,629.12	39.13%
1104 : City Buildings	400,827.18	400,827.18	45,601.44	215,516.94	0.00	7,600.00	177,710.24	44.34%	177,710.24	44.34%
1105 : Municipal Court	333,197.25	333,197.25	23,069.26	196,447.34	0.00	0.00	136,749.91	41.04%	136,749.91	41.04%
1106 : Urban Renewal/Main Street	274,425.00	274,425.00	24,305.13	184,144.59	391.25	0.00	89,889.16	32.76%	89,889.16	32.76%
1107 : Information Technology	767,744.00	767,744.00	29,391.45	454,028.63	-1,479.84	19,430.00	295,765.21	38.52%	295,765.21	38.52%
1109 : Human Resources	164,577.00	164,577.00	10,879.87	106,978.51	0.00	0.00	57,598.49	35.00%	57,598.49	35.00%
1201 : Police Department	8,432,147.25	8,432,147.25	581,892.49	5,002,758.84	920.00	547,585.11	2,880,883.30	34.16%	2,880,883.30	34.16%
1202 : Animal Control	318,870.06	318,870.06	22,572.58	209,885.41	0.00	0.00	108,984.65	34.18%	108,984.65	34.18%
1204 : Emergency Management	324,324.42	324,324.42	301.08	65,025.84	0.00	15,629.98	243,668.60	75.13%	243,668.60	75.13%
1205 : Fire Department	4,833,206.18	4,833,206.18	355,301.68	3,157,821.87	1,520.00	11,179.28	1,662,685.03	34.40%	1,662,685.03	34.40%
1301 : Administration/Engineering	789,583.66	789,583.66	52,939.18	337,792.87	0.00	81,380.01	370,410.78	46.91%	370,410.78	46.91%
1303 : Street Department	5,891,137.55	5,891,137.55	155,696.03	1,491,847.63	0.00	561,791.36	3,837,498.56	65.14%	3,837,498.56	65.14%
1304 : Cemetery	608,746.50	608,746.50	19,488.42	282,573.95	0.00	1,449.70	324,722.85	53.34%	324,722.85	53.34%
1401 : Parks	1,201,851.18	1,201,851.18	53,344.31	646,104.06	12,534.64	0.00	543,212.48	45.20%	543,212.48	45.20%
1402 : Golf Course	1,848,445.61	1,848,445.61	110,593.68	992,078.55	0.00	246,816.37	609,550.69	32.98%	609,550.69	32.98%
1404 : Civic Center	1,250,402.59	1,250,402.59	96,845.80	746,546.30	0.00	1,537.05	502,319.24	40.17%	502,319.24	40.17%
1405 : Indoor Recreation Center	2,676,339.75	2,676,339.75	245,623.30	1,725,222.67	400.00	25,658.82	925,058.26	34.56%	925,058.26	34.56%
1501 : Non-Departmental	2,009,637.52	2,009,637.52	66,351.48	1,285,515.98	0.00	231,447.90	492,673.64	24.52%	492,673.64	24.52%
1901 : Public Services Administration/Planning	557,542.50	557,542.50	25,933.11	297,887.78	0.00	29,217.50	230,437.22	41.33%	230,437.22	41.33%
1902 : Building Inspections	416,100.00	416,100.00	30,365.63	266,613.08	0.00	0.00	149,486.92	35.93%	149,486.92	35.93%
1903 : Vehicle Maintenance	629,080.00	629,080.00	45,769.77	401,301.42	0.00	0.00	227,778.58	36.21%	227,778.58	36.21%
3401 : RS Historical Museum	216,747.91	216,747.91	13,747.69	106,256.82	525.31	0.00	109,965.78	50.73%	109,965.78	50.73%
SubTotal : 110 : General Fund	35,746,308.11	35,746,308.11	2,118,686.31	19,234,291.75	14,811.36	1,820,123.08	14,677,081.92	41.06%	14,677,081.92	41.06%
112 : Road Impact Fee Fund										
1702 : Capital Improvements Street Construction	20,000.00	20,000.00	0.00	0.00	0.00	0.00	20,000.00	100.00%	20,000.00	100.00%

Segments	YTD Budget	Total Budget	MTD Exp	YTD Exp	YTD PreEnc	YTD Enc	YTD Avai.	YTD %	Total Avai.	Total %
SubTotal : 112 : Road Impact Fee Fund	20,000.00	20,000.00	0.00	0.00	0.00	0.00	20,000.00	100.00%	20,000.00	100.00%
113 : Health Insurance Fund										
1801 : Health Insurance	4,173,000.00	4,173,000.00	223,468.59	2,450,561.25	0.00	0.00	1,722,438.75	41.28%	1,722,438.75	41.28%
SubTotal : 113 : Health Insurance Fund	4,173,000.00	4,173,000.00	223,468.59	2,450,561.25	0.00	0.00	1,722,438.75	41.28%	1,722,438.75	41.28%
115 : Reserves For General Fund										
1103 : Finance/Administration	1,204,612.00	1,204,612.00	0.00	204,612.00	0.00	0.00	1,000,000.00	83.01%	1,000,000.00	83.01%
SubTotal : 115 : Reserves For General Fund	1,204,612.00	1,204,612.00	0.00	204,612.00	0.00	0.00	1,000,000.00	83.01%	1,000,000.00	83.01%
120 : Governmental Capital Assets										
0000 : No Division	0.00	0.00	0.00	-25,595.00	0.00	0.00	25,595.00	0.00%	25,595.00	0.00%
SubTotal : 120 : Governmental Capital Assets	0.00	0.00	0.00	-25,595.00	0.00	0.00	25,595.00	0.00%	25,595.00	0.00%
130 : Sewer Fund										
0000 : No Division	0.00	0.00	0.00	-801,752.55	0.00	0.00	801,752.55	0.00%	801,752.55	0.00%
1108 : Sewer/Water Administration	303,650.00	303,650.00	18,875.42	153,811.33	0.00	0.00	149,838.67	49.35%	149,838.67	49.35%
1601 : Wastewater Treatment Plant	14,599,737.17	14,599,737.17	840,728.75	8,509,035.25	0.00	827,386.60	5,263,315.32	36.05%	5,263,315.32	36.05%
SubTotal : 130 : Sewer Fund	14,903,387.17	14,903,387.17	859,604.17	7,861,094.03	0.00	827,386.60	6,214,906.54	41.70%	6,214,906.54	41.70%
150 : Water Fund										
0000 : No Division	0.00	0.00	0.00	-63,236.68	0.00	0.00	63,236.68	0.00%	63,236.68	0.00%
1108 : Sewer/Water Administration	4,189,950.00	4,189,950.00	181,045.78	2,418,100.41	0.00	0.00	1,771,849.59	42.29%	1,771,849.59	42.29%
3302 : Water Operations & Maintenance	8,990,482.91	8,990,482.91	597,696.73	6,847,246.55	835.62	899,811.51	1,242,589.23	13.82%	1,242,589.23	13.82%
SubTotal : 150 : Water Fund	13,180,432.91	13,180,432.91	778,742.51	9,202,110.28	835.62	899,811.51	3,077,675.50	23.35%	3,077,675.50	23.35%
215 : CAP Projects										
3525 : CAP Projects	263,443.00	263,443.00	0.00	84,937.29	0.00	0.00	178,505.71	67.76%	178,505.71	67.76%
SubTotal : 215 : CAP Projects	263,443.00	263,443.00	0.00	84,937.29	0.00	0.00	178,505.71	67.76%	178,505.71	67.76%
250 : Public Housing										
3501 : Public Housing Administration	448,413.00	448,413.00	24,830.15	251,611.58	0.00	0.00	196,801.42	43.89%	196,801.42	43.89%
3502 : Public Housing Maintenance	478,420.00	478,420.00	21,790.86	215,652.15	0.00	0.00	262,767.85	54.92%	262,767.85	54.92%
SubTotal : 250 : Public Housing	926,833.00	926,833.00	46,621.01	467,263.73	0.00	0.00	459,569.27	49.58%	459,569.27	49.58%
295 : Section 8 Vouchers Program										
3508 : Section 8 Vouchers Program	384,345.00	384,345.00	31,307.29	258,835.93	0.00	0.00	125,509.07	32.66%	125,509.07	32.66%

Segments	YTD Budget	Total Budget	MTD Exp	YTD Exp	YTD PreEnc	YTD Enc	YTD Avai.	YTD %	Total Avai.	Total %
SubTotal : 295 : Section 8 Vouchers Program	384,345.00	384,345.00	31,307.29	258,835.93	0.00	0.00	125,509.07	32.66%	125,509.07	32.66%
Grand Total :	70,802,361.19	70,802,361.19	4,058,429.88	39,738,111.26	15,646.98	3,547,321.19	27,501,281.76	38.84%	27,501,281.76	38.84%



ROCK SPRINGS
ANIMAL CONTROL
MONTHLY REPORT

FEB 2018

TOTAL IMPOUNDS
DOGS 28
PUPPIES 6
CATS 18
KITTENS 1
MISC. 2

TOTAL 54

RECLAIMED BY OWNER
DOGS 17
PUPPIES 2
CATS 2
KITTENS 0
MISC. 0

TOTAL 21

ADOPTIONS
DOGS 11
PUPPIES 3
CATS 9
KITTENS 1
MISC. 1

TOTAL 24

EUTHANASIA
DOGS 0
PUPPIES 0
CATS 0
KITTENS 0
FERAL CAT 5
FERAL KITT 0
MISC. 0

TOTAL 5

ANIMAL BITES
TOTAL 3

TICKETS
PICKRELL 1
TOTAL 1

VOLUNTEER HOURS 60

Sweetwater County
TOTAL IMPOUNDS

DOGS 5
PUPPIES 0
CATS 2
KITTENS 0
MISC. 0

TOTAL 7

RECLAIMED BY OWNER
DOGS 4
PUPPIES 0
CATS 0
KITTENS 0
MISC. 0

TOTAL 4

ADOPTIONS
DOGS 1
PUPPIES 0
CATS 2
KITTENS 0
MISC. 0

TOTAL 3

EUTHANASIA
DOGS 0
PUPPIES 0
CATS 0
KITTENS 0
FERAL CAT 0
FERAL KITT 0
MISC. 0

TOTAL 0

RESPECTFULLY SUBMITTED,

X *Mike Kiggins*

ANIMAL CONTROL SUPERVISOR, MIKE KIGGINS

Dup #1
1/15/18

7:17 PM

03/04/18

Accrual Basis

Rock Springs Renewal Fund
Balance Sheet
As of January 31, 2018

	Jan 31, 18
ASSETS	
Current Assets	
Checking/Savings	
Bank - Petty Cash	500.00
BnB - RMB	14,990.33
RSRF - Commerce Bank	2,568.79
RSRF - RSNB	9,181.41
Theater - 1st Bank	3,636.04
Total Checking/Savings	<u>30,876.57</u>
Total Current Assets	30,876.57
Fixed Assets	
Accumulated Depreciation	-171.00
Building Improvements	17,775.00
Total Fixed Assets	<u>17,604.00</u>
TOTAL ASSETS	<u><u>48,480.57</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Rental Assistance Grants - Paya	1,275.00
Total Other Current Liabilities	<u>1,275.00</u>
Total Current Liabilities	<u>1,275.00</u>
Total Liabilities	1,275.00
Equity	
Unrestricted Net Assets	52,102.85
Net Income	-4,897.28
Total Equity	<u>47,205.57</u>
TOTAL LIABILITIES & EQUITY	<u><u>48,480.57</u></u>

7:16 PM

03/04/18

Accrual Basis

Rock Springs Renewal Fund

Profit & Loss YTD Comparison

January 2018

	Jan 18	Jan 18
Ordinary Income/Expense		
Income		
Donations	565.00	565.00
Fundraising Income	334.23	334.23
Other Income	156.50	156.50
Theater Income	1,265.00	1,265.00
Venue Deposit/Reimbursement	-1,200.00	-1,200.00
Total Income	1,120.73	1,120.73
Expense		
Advertising	365.85	365.85
Contract Service	600.00	600.00
Dues & Subscriptions	225.00	225.00
Fundraising Expense	414.08	414.08
Office	141.40	141.40
Printing and Copying	205.00	205.00
Supplies	22.26	22.26
Taxes & Licenses	277.26	277.26
Theater Expenses	3,768.95	3,768.95
Total Expense	6,019.80	6,019.80
Net Ordinary Income	-4,899.07	-4,899.07
Other Income/Expense		
Other Income		
Interest Income	1.79	1.79
Total Other Income	1.79	1.79
Net Other Income	1.79	1.79
Net Income	-4,897.28	-4,897.28



City Council Agenda

Council Committee and Board Reports



Meeting Minutes

Committee	Main Street Board
Date	February 7, 2018
Time	5:00 p.m.
Board President	Maria Mortensen
Meeting Attendees	Chad Banks, Maria Mortensen, Glennise Wendorff, Kevin Harper, Sue Lozier, Gloria Hutton.
Call to Order - Maria called meeting at 5:07 PM	
Roll Call - Glennise Wendorff, Kevin Harper, Chad Banks, Sue Lozier, Gloria Hutton. Absent - Devin Brubaker, Stacy Jones	
Approve Minutes - Gloria Hutton moved for approval, Kevin Harper Second, Passed unanimously.	
Guests - N/A	
Committee Reports	
Community Meeting and Refresh - Lots of new people, new suggestions and people signed up for committees. Went really good. Will get the meetings going with the new committees.	
New Committee Structure - <ul style="list-style-type: none"> - Business Development - Business related items along with grants for facades, etc. - Promotions - Stays the same (Dining and Entertainment) - - Arts and Culture - Specific to that and be some cross over with Promotions. 	
New Committee Liaisons - Maria will be for the Promotions, Sue will be for the Arts and Culture, Stacy might for the Business Development??? Chad will talk with her.	
ARTini - Set for August 24 th . Friday Night, Bank Court if weather permits (Bunning Hall will be held in case) 200 ticket @ \$35.00 each, gets you 5 Martini samples and food, and a painted martini glass painted by a local artist. You will be able to purchase additional samples and cash bar. Have Art there and work with a local artist doing Caricatures. The art boards from the Art Underground that we will auction off.	
Rods and Rails - June 16 th - Christal Martin with Human Trafficking wants to take over the car show. There are Red flags with her taking over it. VIRS- Kathy Gilbert would like to also look at taking it over. Will have meeting with them and go from there.	
Blues n Brews - August 11 th - RMB Title sponsor. Attendance was up and beer sales were down. Samples were given away, Square State gave away around 9 kegs of beer, which could have been the problem. Budget for Music is cut in half. Wrist band with 3 tabs for samples with the opportunity to buy more.	
Murder Mystery - Paula Wonnacott. September?? Buys clues, trying to get an Ad Hoc Committee together. Criminal Justice instructor at the college is helping. Will be at Bunning Hall.	
Broadway Theater Update - Nothing really new.	
Community Garden - Debernardi Construction is looking for projects in the off season, Chad talked with them, and they are doing all the work. Donate the equipment, rock, work, everything but the planting. Should be done by April. Covered Gazebo in there, similar to the one by the depot but a little larger.	
Rock Springs Historical Museum - Interviews for candidates for Display Technician still going on.	
GAMSA - March Trip - Chad, David Tate, Mayor and Sue going. Chad and Sue are staying the whole time. Mayor and David part of it.	
Boy Scout Projects - Would like some Eagle Scout projects for Downtown. Community Garden, Museum, Organizing the volunteers and flowers for downtown planters, Painting the gazebo, benches for the train watchers. Re painting the caboose. Also group of volunteers coming in June looking for projects.	
Board Evaluations - Board Self Evaluations - Work Plans - will need to do in the near future.	
Adjourn Public Meeting - 5:36 pm	

Call RSRF Meeting to Order - Maria called meeting to order at 5:36 PM
Approve Minutes
Approve Financials - Kevin Harper moved for approval, Gloria Hutton Second, Passed unanimously.
Approve Bills & Deposits
Resolution to sell Center Street - Kevin Harper moved for approval, Sue Lozier Second, Passed unanimously.
Property (resolution 2018-1)
Social Club Liquor License - Renewed and less than the first year. 200 + Letters went out over the holidays. Getting some back slowly and picked up some new ones.
Other Business/Open Forum -
Adjourn RSRF - Meeting at 5:53 pm
Next Meeting – Monday, March 12

City of Rock Springs Parks & Recreation Advisory Board
Meeting Minutes for January 11, 2018
7 PM – City Hall Council Chambers

- I. Call to Order
 - a. The meeting was called to order at 7:04 pm.
- II. Roll Call
 - a. The following board members were present: Ron Cheese, Bill Legerski, Darcie PUNCHES-MICKELSON, LARRON MORETTI and JOE LISON
 - b. The following board members were absent: Kim Taucher and Sydney Shannon
- III. Approval of Minutes From December 14, 2017 Meeting
 - a. The minutes were approved.
- IV. Correspondence
 - a. Attendance Numbers for Recent Events
 - i. Board members were told that 32 people have registered for the Civic Center's Ironman Triathlon.
- V. Petitions
 - a. None
- VI. Committee Reports
 - a. None
- VII. Outdoor Recreation
 - a. New Business
 - i. Annual Report for Wataha Recreational Facility – Superintendent Grant Yaklich
 - 1. Grant gave an overview of the achievements for his division for 2017.
 - ii. White Mountain Golf Course Holiday Sales Total
 - 1. \$1,345.23 was earned from merchandise sales and \$5,100 in passes were sold.
 - b. Old Business
 - i. Continued Discussion on Fee Changes/Park Reservations
 - 1. Members discussed the different proposed group levels and pricing, but no decision was made.
- VIII. Indoor Recreation
 - a. New Business
 - i. Fee Discrepancy – Senior Punch Pass
 - 1. Board members were made aware of a fee discrepancy and they approved a fee change to remedy the inconsistency. Ron will write a letter to Council recommending the fee be changed.

ii. Grants from Sweetwater Travel & Tourism Board

1. Board members were informed that the FRC will receive \$6,500 in grant money for upcoming hockey tournaments.

b. Old Business

i. Update on Fireworks Fundraising for 2018

1. To date, \$9,200 in donations have been received.

ii. Parties Featuring Inflatable Devices

1. Dave told board members that the first party was scheduled for January 6, 2018 and the Civic Center is receiving an average of one call a day inquiring about these type of parties.

IX. Miscellaneous Business

- a. Members of the board were given information about upcoming events and attendance and revenue numbers for November 2017.

X. Adjournment

- a. The meeting was adjourned at 7:42 pm.

City of Rock Springs Parks & Recreation Advisory Board
Meeting Minutes for February 8, 2018
7 PM – City Hall Council Chambers

- I. Call to Order
- II. Roll Call
 - a. All board members were present.
- III. Approval of Minutes From January 11, 2018 Meeting
 - a. The minutes were approved.
- IV. Correspondence
 - a. Attendance Numbers for Recent Events
 - i. Board members were given information on how many patrons came to each event.
- V. Petitions
 - a. Bark in the Park
 - i. Melinda Bass spoke to the Board regarding this annual event held at Century West Park & Pool.
 - ii. At this event, pets can receive low cost vaccines and be adopted.
 - iii. She asked the Board's permission to hold the event again at the end of the season.
 - b. ADA Golf Car
 - i. A Solo Rider Golf Car has been ordered for use by White Mountain Golf Course's handicapped patrons.
- VI. Committee Reports
 - a. None
- VII. Outdoor Recreation
 - a. New Business
 - i. Christmas Tree Recycling Numbers
 - 1. 264 trees were recycled this season.
 - b. Old Business
 - i. Continued Discussion on Fee Changes/Park Reservations
 - 1. The recommended fees/policies were approved by board members.
- VIII. Indoor Recreation
 - a. New Business
 - i. Annual Report for Family Recreation Center – Superintendent Mike Evans

1. Mike told board members about some improvements made at the facility including new outdoor signage, lighting upgrades and a mixed martial arts training room.
2. He also gave information regarding attendance numbers, fitness classes and some other popular programs the facility offers.

ii. Batting Cage at FRC

1. With the assistance of the Girls Fastpitch Softball Association, a batting cage was installed in the gym at the FRC.

b. Old Business

i. Update on Fireworks Fundraising for 2018

1. Over \$10,000 was received and a show will be held north of town.

ii. Parties Featuring Inflatable Devices

1. Four parties have been held and 12 more are scheduled.

iii. Indoor Golf Clinic

1. Spaces are still available; this clinic is for ages 8 and up.

IX. Miscellaneous Business

a. Upcoming Events

- i. February 15 – Cosmic Bouldering

b. December 2017 Attendance & Revenue Reports

- i. Board members were given attendance and revenue numbers.

X. Adjournment

- a. The meeting was adjourned at 7:35 pm.



City Council Agenda

Bills and Claims

**City of Rock Springs
Open Item Listing**

Run Date: 03/09/2018 User: sandy_mcjunkin

Status: POSTED Due Date: 03/12/2018
Bank Account: RSNB Bank-Health Insurance Checking
Invoice Type: All Created By: All

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
[VENDOR] 23 : BLUE CROSS-BLUE SHIELD	March2018	118-003523	18-002555	03/12/2018	1	Health Insurance Premiums - March 2018	113-18-1801-403135 \$	70,153.54
GRAND TOTAL :								\$ 70,153.54

**City of Rock Springs
Open Item Listing**

Run Date: 03/16/2018 User: sandy_mcjunker

Status: POSTED Due Date: 03/20/2018
Bank Account: RSNB Bank-Health Insurance Checking
Invoice Type: All Created By: All

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
[VENDOR] 23 : BLUE CROSS-BLUE SHIELD	April2018	118-003625	18-002582	03/20/2018	1	Health Insurance Premiums - April 2018	113-18-1801-403135	\$ 70,746.48
GRAND TOTAL :							\$	70,746.48

**City of Rock Springs
Open Item Listing**

Run Date: 03/09/2018 User: sandy_mcjunkin

Status: POSTED Due Date: 03/09/2018
Bank Account: RSNB Bank-General Fund Checking
Invoice Type: All Created By: All

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
[VENDOR] 50 : WYO DEPT OF REVENUE & TAX	2830884	I18-003517	18-002554	03/09/2018	1	Vendor compensation credit for Filing Period 2/1 - 2/28/18	110-00-0000-202050 \$	2.87
GRAND TOTAL :							\$	2.87

City of Rock Springs Open Item Listing

Run Date: 03/16/2018 User: sandy_mcjunki

Status: POSTED Due Date: 03/20/2018
Bank Account: RSNB Bank-General Fund Checking
Invoice Type: All Created By: All

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
[VENDOR] 20279 : ABC CARPET CARE 232.01	March2018	118-003626	18-002640	03/20/2018	1	Carpet Cleaning	110-34-3401-406120	\$ 166.56
	March2018	118-003626	18-002640	03/20/2018	2	Chair Cleaning	110-34-3401-406120	\$ 65.45
[VENDOR] 21902 : ABLE EQUIPMENT COMPANY	6306	118-003524	18-002493	03/20/2018	1	Hydraulic Motor	110-13-1303-406120	\$ 500.40
[VENDOR] 84 : ACE HARDWARE 1156.79	102104-Feb2018	118-003695	18-002645	03/20/2018	1	Misc. Supplies - Civic	110-14-1404-404310	\$ 16.99
	102104-Feb2018	118-003695	18-002645	03/20/2018	1	Misc. Supplies - Civic	110-14-1404-406120	\$ 149.79
	102104-Feb2018	118-003695	18-002645	03/20/2018	2	Misc. Supplies - Fire	110-12-1205-406120	\$ 10.14
	102104-Feb2018	118-003695	18-002645	03/20/2018	2	Misc. Supplies - Fire	110-12-1205-406130	\$ 36.96
	102104-Feb2018	118-003695	18-002645	03/20/2018	3	Misc. Supplies - Golf	110-14-1402-406120	\$ 56.44
	102104-Feb2018	118-003695	18-002645	03/20/2018	4	Misc. Supplies - Housing	250-35-3502-406120	\$ 101.94
	102104-Feb2018	118-003695	18-002645	03/20/2018	5	Misc. Supplies - Parks	110-14-1401-404310	\$ 96.68
	102104-Feb2018	118-003695	18-002645	03/20/2018	5	Misc. Supplies - Parks	110-14-1401-406120	\$ 88.90
	102104-Feb2018	118-003695	18-002645	03/20/2018	6	Misc. Supplies - Streets	110-13-1303-406130	\$ 110.42
	102104-Feb2018	118-003695	18-002645	03/20/2018	7	Misc. Supplies - Shop	110-19-1903-406130	\$ 7.99
	102104-Feb2018	118-003695	18-002645	03/20/2018	7	Misc. Supplies - Shop	110-19-1903-407410	\$ 99.99
	102104-Feb2018	118-003695	18-002645	03/20/2018	8	Misc. Supplies - WRF	130-16-1601-406120	\$ 277.64
	102104-Feb2018	118-003695	18-002645	03/20/2018	9	Misc. Supplies - Water Ops	150-33-3302-406120	\$ 102.91
[VENDOR] 4 : ADVANCED TELE SYSTEMS	10957	118-003476	18-002519	03/20/2018	1	Phone maintenance	130-16-1601-404301	\$ 40.00
[VENDOR] 74 : AIRGAS INTERMOUNTAIN 419.44	9500452607	118-003627	18-002631	03/20/2018	1	Heating Nozzle, Inv. #9072738369	130-16-1601-406120	\$ 184.00
	9500452607	118-003627	18-002631	03/20/2018	2	Nitrogen, Inv. #9072689131	130-16-1601-406120	\$ 37.80
	9500452607	118-003627	18-002631	03/20/2018	3	Cylinder Rentals, Inv. #9951827962	130-16-1601-406120	\$ 17.41
	9500452607	118-003627	18-002631	03/20/2018	4	Cylinder Rental, Inv. #9951828151	110-12-1205-406130	\$ 13.06
	9500452607	118-003627	18-002631	03/20/2018	4	Cylinder Rental, Inv. #9951828151	130-16-1601-406120	\$ 13.06
	9500452607	118-003627	18-002631	03/20/2018	5	Medical Oxygen, Inv. #9072441419	110-12-1205-406130	\$ 67.86
	9500452607	118-003627	18-002631	03/20/2018	6	Cylinder Rental, Inv. #9951828152	110-13-1303-406130	\$ 27.80
	9500452607	118-003627	18-002631	03/20/2018	7	Cylinder Rental, Inv. #9951827961	110-14-1402-406120	\$ 58.45
[VENDOR] 23792 : ALL AMERICAN SPORTS 105.00	INV-0211	118-003628	18-002580	03/20/2018	1	SWINGER PICKLEBALL PADDLE 6-QTY	110-14-1404-406130	\$ 66.00
	INV-0211	118-003628	18-002580	03/20/2018	2	JUGGS PICKLEBALL BALLS 2-DOZ green	110-14-1404-406130	\$ 27.00
	INV-0211	118-003628	18-002580	03/20/2018	3	Shipping	110-14-1404-406130	\$ 12.00
[VENDOR] 24448 : ALL WEST COMMUNICATIONS 257.14	2627700-March2018	118-003477	18-001307	03/20/2018	1	City Hall TV Service	110-11-1101-403220	\$ 30.00
	2533800-March2018	118-003629	18-001429	03/20/2018	1	Tv Bills	110-14-1405-404101	\$ 69.95
	2316200-March2018	118-003630	18-002614	03/20/2018	1	Cable bill for March 2018	110-14-1402-404101	\$ 87.24
	2534100-March2018	118-003631	18-002258	03/20/2018	1	Monthly Cable Service	110-14-1404-404101	\$ 69.95
[VENDOR] 21780 : ALLDATA	550394	118-003632	18-002636	03/20/2018	1	AllData Annual Maintenance 3/15/18 -	110-11-1107-404301	\$ 1,500.00

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
						3/14/19		
[VENDOR] 24356 : ALLIANCE PHYSICAL THERAPY, INC.	1647	118-003525	18-002560	03/20/2018	1	Pre-Employment Physical, Connor Allred	110-12-1205-402203	\$ 175.00
[VENDOR] 23520 : ALPINE PURE BOTTLED WATER	98857	118-003478	18-002520	03/20/2018	1	Water and cooler rent	130-16-1601-406130	\$ 35.00
44.00	98805	118-003633	18-002638	03/20/2018	1	Warm/Cold Cooler rental, Inv. #98805	110-11-1102-406001	\$ 9.00
[VENDOR] 3526 : ALSCO-AMERICAN LINEN	025830-Feb2018	118-003696	18-002650	03/20/2018	1	City Buildings	110-11-1104-404600	\$ 102.98
	025830-Feb2018	118-003696	18-002650	03/20/2018	2	Police Dept.	110-12-1201-406130	\$ 81.34
	025830-Feb2018	118-003696	18-002650	03/20/2018	3	Animal Control	110-12-1202-406130	\$ 18.06
	025830-Feb2018	118-003696	18-002650	03/20/2018	4	Fire Department	110-14-1405-404600	\$ 17.76
	025830-Feb2018	118-003696	18-002650	03/20/2018	5	Streets	110-13-1303-404600	\$ 117.43
	025830-Feb2018	118-003696	18-002650	03/20/2018	6	Shop	110-19-1903-404600	\$ 109.34
	025830-Feb2018	118-003696	18-002650	03/20/2018	7	Cemetery	110-13-1304-404600	\$ 35.30
	025830-Feb2018	118-003696	18-002650	03/20/2018	8	Golf Course	110-14-1402-404600	\$ 23.62
	025830-Feb2018	118-003696	18-002650	03/20/2018	9	WWTP	130-16-1601-404600	\$ 165.21
	025830-Feb2018	118-003696	18-002650	03/20/2018	10	Water Operations	150-33-3302-404600	\$ 36.81
	025830-Feb2018	118-003696	18-002650	03/20/2018	11	Civic Center	110-14-1404-404600	\$ 25.47
[VENDOR] 23164 : AMERICAN RED CROSS-HEALTH & SAFETY	22084749/8185056	118-003634	18-002526	03/20/2018	1	Lifeguard Certification	110-14-1404-403220	\$ 72.00
99.00	22084749/8185056	118-003634	18-002526	03/20/2018	2	CPR and 1st Aid Certification	110-14-1404-403220	\$ 27.00
[VENDOR] 24151 : AMERIGAS	628808341/628277297	118-003526	18-002542	03/20/2018	1	Propane - Zam, Inv. #628808341	110-14-1405-406130	\$ 54.42
135.39	628808341/628277297	118-003526	18-002542	03/20/2018	2	Propane - Zam, Inv. #628277297	110-14-1405-406130	\$ 45.36
	327930427	118-003527	18-002542	03/20/2018	1	Propane - Zam, Inv. #627930427	110-14-1405-406130	\$ 35.59
[VENDOR] 20301 : AUTO PARTS UNLIMITED	1890-February2018	118-003528	18-002557	03/20/2018	1	Equipment Parts/Supplies - Cemetery	110-13-1304-406120	\$ 3.99
	1890-February2018	118-003528	18-002557	03/20/2018	2	Equipment Parts/Supplies - Fire	110-12-1205-406120	\$ 100.15
	1890-February2018	118-003528	18-002557	03/20/2018	3	Equipment Parts/Supplies - Parks	110-14-1401-406120	\$ 406.48
	1890-February2018	118-003528	18-002557	03/20/2018	4	Equipment Parts/Supplies - Police	110-12-1201-406125	\$ 251.59
	1890-February2018	118-003528	18-002557	03/20/2018	5	Equipment Parts/Supplies - Streets	110-13-1303-406120	\$ 27.57
	1890-February2018	118-003528	18-002557	03/20/2018	6	Equipment Parts/Supplies - Star Transit	110-19-1903-406123	\$ 192.14
	1890-February2018	118-003528	18-002557	03/20/2018	7	Equipment Parts/Supplies - Water Ops	150-33-3302-406120	\$ 84.67
[VENDOR] 20708 : AUTOZONE	322755-Feb2018	118-003529	18-002552	03/20/2018	1	Equipment Parts - Court	110-11-1105-406120	\$ 118.99
	322755-Feb2018	118-003529	18-002552	03/20/2018	2	Equipment Parts - Fire Dept	110-12-1205-406120	\$ 163.41
	322755-Feb2018	118-003529	18-002552	03/20/2018	3	Equipment Parts - Parks	110-14-1401-406120	\$ 37.37
	322755-Feb2018	118-003529	18-002552	03/20/2018	4	Equipment Parts - Police	110-12-1201-406125	\$ 405.97
	322755-Feb2018	118-003529	18-002552	03/20/2018	5	Equipment Parts - Star Transit	110-19-1903-406123	\$ 435.83
[VENDOR] 23714 : BABCOCK LABORATORIES, INC.	BC80839-8180	118-003635	18-001421	03/20/2018	1	2018 unregulated contaminant testing EPA required	150-33-3302-406130	\$ 225.00
[VENDOR] 18 : BENNETT PAINT AND GLASS	521581-Feb2018	118-003479	18-002502	03/20/2018	1	Paint, Inv. #65035	250-35-3502-406120	\$ 31.44
	521581-Feb2018	118-003479	18-002502	03/20/2018	2	Replacement Glass, Inv. #65033	110-14-1405-406120	\$ 351.00
	521581-Feb2018	118-003479	18-002502	03/20/2018	3	Window Glass, Inv. #65063	250-35-3502-404310	\$ 139.68
553.54	521581-Feb2018	118-003479	18-002502	03/20/2018	4	Paint, Inv. #65110	250-35-3502-404310	\$ 31.44

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
[VENDOR] 347 : BOB'S PLUMBING	140	I18-003586	18-002496	03/20/2018	1	repair 2 sinks women's restroom	110-14-1402-406120	\$ 348.00
[VENDOR] 23009 : BOOT BARN INC	303883/CREDIT00006420	I18-003530	18-002539	03/20/2018	1	Safety Boots - S. Sweeney, Inv. #303883	130-16-1601-402103	\$ 144.49
140.24	303883/CREDIT00006420	I18-003530	18-002539	03/20/2018	2	Credit, #CREDIT00006420	130-16-1601-402103	\$ -4.25
[VENDOR] 9000.2101 : BRANDON OR LISA BATTY	6999521	I18-003521		03/20/2018	1	UB CR REFUND-99025	170-00-0000-202000	\$ 73.11
[VENDOR] 9000.2107 : BRYAN OR GLADIS POULTER	7053537	I18-003614		03/20/2018	1	UB CR REFUND-97911	170-00-0000-202000	\$ 13.46
[VENDOR] 22384 : C.E.M. AQUATICS	125972	I18-003636	18-002264	03/20/2018	1	filter media	110-14-1405-406120	\$ 421.44
UBA 72	125972	I18-003636	18-002264	03/20/2018	2	shipping	110-14-1405-406120	\$ 268.28
[VENDOR] 23429 : CASEY Steve	Reimb-2/24-3/3-2018	I18-003480	18-002522	03/20/2018	1	Reimbursement for Travel, Steve Casey NFA 2-24-18 to 3-3-2018	110-12-1205-405801	\$ 142.63
[VENDOR] 23651 : CASTLE CLEANING	6657	I18-003637	18-002590	03/20/2018	1	office cleaning - February 2018 - URA	110-11-1106-404310	\$ 150.00
[VENDOR] 21101 : CDW GOVERNMENT	LTZ5497	I18-003481	18-002348	03/20/2018	1	Drum for Admin Printer	110-12-1201-406001	\$ 119.40
[VENDOR] 30 : CENTER STREET SERVICE	28013	I18-003531	18-002553	03/20/2018	1	Tow Charge	110-12-1201-406125	\$ 85.00
[VENDOR] 32 : CENTURY EQUIPMENT COMPANY INC	45950-Feb2018	I18-003482	18-002513	03/20/2018	1	Bushings, Inv. #RP69626	150-33-3302-406120	\$ 32.00
89.20	45950-Feb2018	I18-003482	18-002513	03/20/2018	2	Tiger Teeth, Inv. #RP69832	150-33-3302-406120	\$ 57.20
[VENDOR] 23060 : CENTURYLINK	Feb2018	I18-003697	18-002654	03/20/2018	1	City Buildings	110-11-1104-405301	\$ 63.48
1655.09	Feb2018	I18-003697	18-002654	03/20/2018	2	Police Department	110-12-1201-405301	\$ 659.28
	Feb2018	I18-003697	18-002654	03/20/2018	3	Fire Department	110-12-1205-405301	\$ 388.95
	Feb2018	I18-003697	18-002654	03/20/2018	4	Streets	110-13-1303-405301	\$ 65.54
	Feb2018	I18-003697	18-002654	03/20/2018	5	Cemetery	110-13-1304-405301	\$ 38.88
	Feb2018	I18-003697	18-002654	03/20/2018	6	WWTP	130-16-1601-405301	\$ 85.43
	Feb2018	I18-003697	18-002654	03/20/2018	7	Water Operations	150-33-3302-405301	\$ 203.47
	Feb2018	I18-003697	18-002654	03/20/2018	8	URA	110-11-1106-405301	\$ 150.06
[VENDOR] 23452 : CITY AUTO DBA CARQUEST	1627441-Feb2018	I18-003569	18-002579	03/20/2018	1	Equipment Parts/Supplies - Golf	110-14-1402-406120	\$ 425.31
1760.54	1627441-Feb2018	I18-003569	18-002579	03/20/2018	1	Equipment Parts/Supplies - Golf	110-14-1402-406203	\$ 184.53
	1627441-Feb2018	I18-003569	18-002579	03/20/2018	2	Equipment Parts/Supplies - Parks	110-14-1401-406120	\$ 910.98
	1627441-Feb2018	I18-003569	18-002579	03/20/2018	3	Equipment Parts/Supplies - Police	110-12-1201-406125	\$ 94.37
	1627441-Feb2018	I18-003569	18-002579	03/20/2018	4	Equipment Parts/Supplies - Streets	110-13-1303-406120	\$ 68.76
	1627441-Feb2018	I18-003569	18-002579	03/20/2018	5	Equipment Parts/Supplies - WRF	130-16-1601-406120	\$ 5.40
	1627441-Feb2018	I18-003569	18-002579	03/20/2018	6	Equipment Parts/Supplies - Water Ops	150-33-3302-406120	\$ 71.19
[VENDOR] 22148 : CJ SIGNS	39356	I18-003532	18-002543	03/20/2018	1	Work Shirts - Scott, Inv. #39356	250-35-3501-406501	\$ 110.00
130.00	7148	I18-003638	18-002572	03/20/2018	1	sign	110-14-1405-406120	\$ 20.00
[VENDOR] 22467 : CODALE ELECTRIC SUPPLY INC	S6274787.001	I18-003639	18-002312	03/20/2018	1	lights for the gym	110-14-1405-406120	\$ 816.90
3241.60	S6271795/6216029.003	I18-003640	18-002263	03/20/2018	1	parking lot lights and heads	110-14-1405-404310	\$ 2,369.82
	S6271795/6216029.003	I18-003640	18-002263	03/20/2018	2	shipping	110-14-1405-406120	\$ 54.88
[VENDOR] 48 : CONTROL TEMPERATURE SPECIALISTS	18-52	I18-003483	18-002508	03/20/2018	1	Inducer Motor for 3102-22	250-35-3502-406120	\$ 165.64
420.64								

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INC	57070	118-003694	18-002623	03/20/2018	1	service HVAC units and look at make-up air vent	110-11-1106-406120	\$ 255.00
[VENDOR] 45 : COPIER & SUPPLY CO, INC. OF RS	AR171010	118-003587	18-002601	03/20/2018	1	Yellow Toner	110-12-1201-406001	\$ 255.53
	AR171010	118-003587	18-002601	03/20/2018	2	Cyan Toner	110-12-1201-406001	\$ 255.53
	ar17025	118-003642	18-002637	03/20/2018	1	Cyan and Yellow print cartridges.	110-14-1405-405500	\$ 381.62
	ar17128	118-003643	18-000341	03/20/2018	1	1 year of Copier Service	110-13-1301-404301	\$ 28.89
	AR17077	118-003644	18-002642	03/20/2018	1	Monthly maintenance Savin C6055	110-11-1103-404301	\$ 140.33
	AR17094	118-003698	18-002643	03/20/2018	1	Monthly Copies	250-35-3501-406001	\$ 11.77
[VENDOR] 23939 : CREATIVE CULTURE INSIGNIA, LLC	6954/6945	118-003588	18-002602	03/20/2018	1	Corporal Badge for Tony Hall	110-12-1201-402101	\$ 85.00
	6954/6945	118-003588	18-002602	03/20/2018	2	Shipping	110-12-1201-406101	\$ 13.75
	6954/6945	118-003588	18-002602	03/20/2018	3	Badges for Jared Brough, Ruslan Kolb, Joseph Snyder	110-12-1201-402101	\$ 255.00
	6954/6945	118-003588	18-002602	03/20/2018	4	Shipping	110-12-1201-406101	\$ 31.50
[VENDOR] 23700 : CRISTANELLI	0310-182018	118-003589	18-002576	03/20/2018	1	Reimbursement for Travel - Jason Cristanelli - NFA 3-3-18 - 3/10-18	110-12-1205-405801	\$ 192.97
[VENDOR] 20375 : DELL	10226493301	118-003484	18-002341	03/20/2018	1	Dell Precision Workstation T3620 and monitor	150-33-3302-407415	\$ 2,085.69
	10228449115	118-003533	18-002486	03/20/2018	1	Computer-replace the oldest one we had-the collection crews computer	130-16-1601-407415	\$ 1,003.85
	10229303332	118-003645	18-002487	03/20/2018	1	Precision 5820	110-11-1107-407415	\$ 2,724.55
[VENDOR] 3555 : DESERT VIEW ANIMAL HOSPITAL	49004	118-003590	18-002611	03/20/2018	1	Invoice 49004 - Food for Max	110-12-1201-403410	\$ 63.68
	49046/49391/49757	118-003646	18-002633	03/20/2018	1	Invoice 49046 17-01272 Vaccinations	110-12-1202-404704	\$ 12.25
	49046/49391/49757	118-003646	18-002633	03/20/2018	2	Invoice 49046 18-00136 Amoxicillin for Bubbles, injury to nose	110-12-1202-404704	\$ 27.89
	49046/49391/49757	118-003646	18-002633	03/20/2018	3	Invoice 49391 17-979 Feline spay and vaccinations	110-12-1202-404704	\$ 96.50
	49046/49391/49757	118-003646	18-002633	03/20/2018	4	Invoice 49757 Animals 18-00144 & 18-00165 Doxycycline for Kennel Cough	110-12-1202-404704	\$ 38.61
[VENDOR] 21445 : DJ'S GLASS PLUS	82434	118-003700	18-002651	03/20/2018	1	Glass Case Repair	110-34-3401-406120	\$ 50.00
[VENDOR] 24402 : DOMINION ENERGY	Feb2018#2	118-003699	18-002653	03/20/2018	1	CITY BUILDINGS	110-11-1104-406201	\$ 1,615.68
	Feb2018#2	118-003699	18-002653	03/20/2018	2	ANIMAL CONTROL	110-12-1202-406201	\$ 668.35
	Feb2018#2	118-003699	18-002653	03/20/2018	3	FIRE DEPARTMENT	110-12-1205-406201	\$ 1,248.05
	Feb2018#2	118-003699	18-002653	03/20/2018	4	STREETS DEPT	110-13-1303-406201	\$ 1,804.47
	Feb2018#2	118-003699	18-002653	03/20/2018	5	CEMETERY	110-13-1304-406201	\$ 12.12
	Feb2018#2	118-003699	18-002653	03/20/2018	6	VWTP	130-16-1601-406201	\$ 3,840.14
	Feb2018#2	118-003699	18-002653	03/20/2018	7	PARKS	110-14-1401-406201	\$ 2,910.85
	Feb2018#2	118-003699	18-002653	03/20/2018	8	CIVIC CENTER	110-14-1404-406201	\$ 4,280.30
	Feb2018#2	118-003699	18-002653	03/20/2018	9	WATER DEPT	150-33-3302-406201	\$ 250.81
[VENDOR] 9000.2104 : DS CONSTRUCTION REMODELING INC	7047848	118-003611		03/20/2018	1	UB CR REFUND-141522	170-00-0000-202000	\$ 25.00
[VENDOR] 21866 : DXP ENTERPRISES, INC.	49485563	118-003534	18-002558	03/20/2018	1	Gas Meters Repair, Inv. #49485563	130-16-1601-406120	\$ 91.77

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[VENDOR] 22537 : EGOV STRATEGIES	8-2214	118-003485	18-002485	03/20/2018	1	Egov Strategies annual maintenance April 2018 - March 2019	110-11-1107-404301	\$ 2,597.00
[VENDOR] 21692 : ENERGY LABORATORIES, INC.	140240	118-003647	18-002584	03/20/2018	1	DBP testing 1st quarter 2018	150-33-3302-406130	\$ 674.00
[VENDOR] 21245 : ENERGY MANAGEMENT	92595	118-003648	18-002585	03/20/2017	1	Reconditioning of motor #2 at Eastside Pump House	150-33-3302-406130	\$ 2,611.17
[VENDOR] 20859 : EQUIFAX CREDIT INFORMATION SERV., LLC	4736584	118-003591	18-002599	03/20/2018	1	Monthly membership fees	110-12-1201-403201	\$ 80.00
[VENDOR] 9000.2116 : EVELYN MARTIN	7053546	118-003623		03/20/2018	1	UB CR REFUND-102472	170-00-0000-202000	\$ 65.98
[VENDOR] 20278 : FASTENAL COMPANY	WYROC161018/161061	118-003535	18-002541	03/20/2018	1	All-Thread/Flat Washers, Inv. #WYROC161018	110-14-1401-406120	\$ 13.70
	WYROC161018/161061	118-003535	18-002541	03/20/2018	2	Plastic Ties, Inv. #WYROC161061	110-12-1205-406120	\$ 8.52
	WYROC160973/160870	118-003536	18-002541	03/20/2018	1	Spade Connectors, Inv. #WYROC160973	110-19-1903-406123	\$ 13.49
	WYROC160973/160870	118-003536	18-002541	03/20/2018	2	Fasteners, Inv. WYROC160870	110-13-1303-406130	\$ 23.07
	WYROC160902/160918	118-003537	18-002541	03/20/2018	1	Fasteners, Inv. #WYROC160902	130-16-1601-406120	\$ 22.35
	WYROC160902/160918	118-003537	18-002541	03/20/2018	2	Taps, Inv. #WYROC160918	130-16-1601-406120	\$ 26.21
	WYROC160699/160692	118-003538	18-002541	03/20/2018	1	Misc. Fasteners, Inv. WYROC160699	110-12-1201-406125	\$ 109.93
	WYROC160699/160692	118-003538	18-002541	03/20/2018	2	Fasteners/Screws/Nuts/Misc. Inv. #WYROC160692	110-13-1303-406120	\$ 35.22
	WYROC160699/160692	118-003538	18-002541	03/20/2018	2	Fasteners/Screws/Nuts/Misc. Inv. #WYROC160692	130-16-1601-406120	\$ 35.21
	WYROC160699/160692	118-003538	18-002541	03/20/2018	2	Fasteners/Screws/Nuts/Misc. Inv. #WYROC160692	150-33-3302-406120	\$ 35.21
[VENDOR] 23653 : FIRST ADVANTAGE LNS SCREENING SOLUTIONS, INC	5516281802	118-003570	18-002578	03/20/2018	1	February Fingerprints	250-35-3501-406501	\$ 122.65
[VENDOR] 22427 : FIRST CHOICE FORD	331024	118-003539	18-002545	03/20/2018	1	Visor, Inv. #331024	110-12-1201-406125	\$ 108.88
[VENDOR] 24438 : FISCHER SKIS US, LLC	SI-219055	118-003649	18-002223	03/20/2018	1	Hockey sticks	110-14-1405-406133	\$ 2,325.18
	SI-219055	118-003649	18-002223	03/20/2018	2	shipping	110-14-1405-406133	\$ 181.30
[VENDOR] 24512 : FLETCHER Ian	03052018	118-003592	18-002608	03/20/2018	1	Compliance Checks	110-12-1201-406130	\$ 280.00
[VENDOR] 21599 : FOOT JOY	905354820	118-003650	18-002617	03/20/2018	1	Spring Booking order for resale	110-14-1402-406133	\$ 2,748.34
[VENDOR] 23725 : GEAR FOR SPORTS	41457752/41458631	118-003651	18-002622	03/20/2018	1	Under Armour pre book, SHOes, shirts, etc for resale.	110-14-1402-406133	\$ 3,009.31
[VENDOR] 21554 : GLOBE ELECTRIC	2520	118-003593	18-001472	03/20/2018	1	replace street light damaged by car	110-14-1402-404310	\$ 3,000.00
	2595	118-003594	18-001142	03/20/2018	1	replace transformer well #6	110-14-1402-404310	\$ 770.00
[VENDOR] 295 : GRAINGER, INC	9720652560	118-003652	18-002525	03/20/2018	1	Evacuation pump	110-14-1405-406120	\$ 615.67
	9720652560	118-003652	18-002525	03/20/2018	2	Refrigerant recovery machine	110-14-1405-406120	\$ 612.65
[VENDOR] 9000.2108 : GREEN RIVER BASIN FCU	7053538	118-003615		03/20/2018	1	UB CR REFUND-96061	170-00-0000-202000	\$ 14.43
[VENDOR] 9000.2098 : HADEN CONSTRUCTION	6999518	118-003518		03/20/2018	1	UB CR REFUND-151745	170-00-0000-202000	\$ 14.30

322.91

2506.48

3770.00

1228.32

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[VENDOR] 24321 : HARRIS <i>Tiffany</i>	03142018	118-003595	18-002607	03/20/2018	1	Reimbursement for AntiFreeze	110-12-1201-406125	\$ 8.88
[VENDOR] 23453 : HARRIS ENTERPRISE RESOURCE PLANNING	CT1433185	118-003486	18-001664	03/20/2018	1	HR Implementation	110-11-1107-407415	\$ 812.50
[VENDOR] 82 : HIGH SECURITY LOCK & ALARM	11363	118-003653	18-002573	03/20/2018	1	fire alarm monitoring	110-14-1405-406121	\$ 605.00
	11364	118-003654	18-002591	03/20/2018	1	annual alarm monitoring	110-11-1106-404301	\$ 605.00
	54395/11362	118-003701	18-002644	03/20/2018	1	Door Keys, Inv. #54395	110-12-1201-406130	\$ 10.00
	54395/11362	118-003701	18-002644	03/20/2018	2	Alarm Monitoring, Inv. #11362	110-14-1404-404301	\$ 605.00
[VENDOR] 21153 : HOMAX OIL SALES, INC	0401283-IN	118-003540	18-002544	03/20/2018	1	Oil (bulk) - Streets, Fire, WRF, Water Ops Inv. #0401283-IN	110-12-1205-406120	\$ 127.15
	0401283-IN	118-003540	18-002544	03/20/2018	1	Oil (bulk) - Streets, Fire, WRF, Water Ops Inv. #0401283-IN	110-13-1303-406120	\$ 127.15
	0401283-IN	118-003540	18-002544	03/20/2018	1	Oil (bulk) - Streets, Fire, WRF, Water Ops Inv. #0401283-IN	130-16-1601-406120	\$ 127.15
	0401283-IN	118-003540	18-002544	03/20/2018	1	Oil (bulk) - Streets, Fire, WRF, Water Ops Inv. #0401283-IN	150-33-3302-406120	\$ 127.15
	Feb2018	118-003571	18-002565	03/20/2018	1	Municipal Court	110-11-1105-406203	\$ 46.73
	Feb2018	118-003571	18-002565	03/20/2018	2	Police Department	110-12-1201-406203	\$ 6,394.66
	Feb2018	118-003571	18-002565	03/20/2018	3	Animal Control	110-12-1202-406203	\$ 287.75
	Feb2018	118-003571	18-002565	03/20/2018	4	Fire Department	110-12-1205-406203	\$ 1,878.24
	Feb2018	118-003571	18-002565	03/20/2018	5	Engineering	110-13-1301-406203	\$ 110.09
	Feb2018	118-003571	18-002565	03/20/2018	6	Building Department	110-19-1902-406203	\$ 139.61
	Feb2018	118-003571	18-002565	03/20/2018	7	Shop	110-19-1903-406203	\$ 31.77
	Feb2018	118-003571	18-002565	03/20/2018	8	Streets	110-13-1303-406203	\$ 3,245.71
	Feb2018	118-003571	18-002565	03/20/2018	9	Cemetery	110-13-1304-406203	\$ 160.44
	Feb2018	118-003571	18-002565	03/20/2018	10	Parks	110-14-1401-406203	\$ 488.13
	Feb2018	118-003571	18-002565	03/20/2018	11	Civic Center	110-14-1404-406203	\$ 72.28
	Feb2018	118-003571	18-002565	03/20/2018	12	Family Recreation Center	110-14-1405-406203	\$ 252.18
	Feb2018	118-003571	18-002565	03/20/2018	13	WWTP	130-16-1601-406203	\$ 659.02
	Feb2018	118-003571	18-002565	03/20/2018	14	Water Operations	150-33-3302-406203	\$ 1,508.58
	Feb2018	118-003571	18-002565	03/20/2018	15	Housing	250-35-3502-406203	\$ 332.43
[VENDOR] 21885 : HOME DEPOT CREDIT SERVICES	2866-Feb2018	118-003541	18-002559	03/20/2018	1	Misc. Supplies - Cemetery	110-13-1304-404310	\$ 220.85
	2866-Feb2018	118-003541	18-002559	03/20/2018	2	Misc. Supplies - Civic Center	110-14-1404-406120	\$ 99.92
	2866-Feb2018	118-003541	18-002559	03/20/2018	3	Misc. Supplies - FRC	110-14-1405-404310	\$ 215.76
	2866-Feb2018	118-003541	18-002559	03/20/2018	3	Misc. Supplies - FRC	110-14-1405-406120	\$ 1,010.06
	2866-Feb2018	118-003541	18-002559	03/20/2018	4	Misc. Supplies - Fire	110-12-1205-404310	\$ 51.95
	2866-Feb2018	118-003541	18-002559	03/20/2018	4	Misc. Supplies - Fire	110-12-1205-406130	\$ 219.94
	2866-Feb2018	118-003541	18-002559	03/20/2018	5	Misc. Supplies - Golf	110-14-1402-406120	\$ 99.60
	2866-Feb2018	118-003541	18-002559	03/20/2018	5	Misc. Supplies - Golf	110-14-1402-406130	\$ 26.33
	2866-Feb2018	118-003541	18-002559	03/20/2018	6	Misc. Supplies - Housing	250-35-3501-406001	\$ 433.53
	2866-Feb2018	118-003541	18-002559	03/20/2018	6	Misc. Supplies - Housing	250-35-3501-406501	\$ 216.36
	2866-Feb2018	118-003541	18-002559	03/20/2018	6	Misc. Supplies - Housing	250-35-3502-406120	\$ 2,868.13
[VENDOR] 21603 : HOSE & RUBBER SUPPLY	CI067-Feb2018	118-003542	18-002547	03/20/2018	1	Hydraulic Hoses, Inv. #D59681-001	110-14-1401-406120	\$ 109.82
	CI067-Feb2018	118-003542	18-002547	03/20/2018	2	Hyd Fittings, Inv. #D58584-001	110-13-1303-406120	\$ 4.00
	CI067-Feb2018	118-003542	18-002547	03/20/2018	3	Fittings, Inv. #D61961-001	110-13-1303-406120	\$ 67.06

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
	CI067-Feb2018	I18-003542	18-002547	03/20/2018	4	Connectors, Inv. #D61949-001	110-13-1303-406120	\$ 34.06
[VENDOR] 53 : HOWARD SUPPLY CO LLC	100512-Feb2018	I18-003487	18-002511	03/20/2018	1	Hand Winch, Inv. #50755401	130-16-1601-406120	\$ 484.77
	100512-Feb2018	I18-003487	18-002511	03/20/2018	2	Load Chain, Inv. #50756084	130-16-1601-406120	\$ 67.87
	100512-Feb2018	I18-003487	18-002511	03/20/2018	3	Rags, Inv. #50756600	150-33-3302-406120	\$ 70.00
[VENDOR] 21001 : HUNTER FAMILY MEDICAL CLINIC	RS FIRE-Feb2018	I18-003596	18-002577	03/20/2018	1	Pre-Employment Physical - Connor Allred	110-12-1205-402203	\$ 873.02
[VENDOR] 24474 : J. WILCOX SALES COMPANY	21193	I18-003543	18-002527	03/20/2018	1	This is to replace the heat exchanger in the police department boiler. The boiler is on a pro-rated warranty that is in its eight year (coverage 70 percent), meaning that the coverage will decrease to 40 percent in the following year. We have been losing glycol to the system and that loss has increased dramatically in the past few months. We feel that this is the best time to repair the heat exchanger to avoid a cost increasing in the near future. The proposal from J.Wilcox is a total cost proposal including parts and labor. Shipping is also covered under the current eight year warranty, which is a great benefit to us considering the heat exchanger weights 900 pounds.	110-11-1104-404310	\$ 7,153.00
	21204	I18-003655	18-002592	03/20/2018	1	When changing out the heat exchanger in the police department the igniter and the flame sensor were in need of replacement therefor we replaced both and no longer have an extra in case of future problems. Therefor this would be a back up igniter and flame sensor. Also the condensation is deteriorating the line and the floor drain in the PD boiler room. the Neutralization kit would stop the deterioration of the drain and drain line. I have added 100 dollars for freight because it was not included on the quote.	110-11-1104-404310	\$ 482.32
[VENDOR] 9000.2109 : JACE TATUM	7053539	I18-003616		03/20/2018	1	UB CR REFUND-98627	170-00-0000-202000	\$ 19.53
[VENDOR] 21548 : JACKSON ULTIMA SKATES, INC.	238858	I18-003656	18-002445	03/20/2018	1	skates for resale	110-14-1405-406133	\$ 612.16
[VENDOR] 21782 : JC GOLF ACCESSORIES	SI-141684	I18-003488	18-002440	03/20/2018	1	Spring 2018 pre book order for accessories	110-14-1402-406133	\$ 330.00
[VENDOR] 9000.2112 : JEFF WANGSGARD	7053542	I18-003619		03/20/2018	1	UB CR REFUND-141233	170-00-0000-202000	\$ 45.98
[VENDOR] 21578 : JM ELECTRICAL SERVICES	13730	I18-003544	18-002431	03/20/2018	1	Emergency repair to gym heaters Invoice #13730	110-14-1404-404310	\$ 195.02
[VENDOR] 9000.2110 : JOHN MONTZ	7053540	I18-003617		03/20/2018	1	UB CR REFUND-97541	170-00-0000-202000	\$ 37.93
[VENDOR] 22340 : JOINT POWERS TELECOM BOARD	100464	I18-003545	18-002528	03/20/2018	1	Internet service 3/1 - 3/31/2018; two connections	110-11-1107-405303	\$ 2,280.00
[VENDOR] 334 : JOINT POWERS WATER BOARD	February2018	I18-003489	18-002506	03/20/2018	1	Water usage February 2018	150-33-1108-404100	\$ 148,387.89
[VENDOR] 99 : KAMAN INDUSTRIAL TECHNOLOGIES	A585530	I18-003546	18-002538	03/20/2018	1	Roller Bearing, Inv. #A585530	130-16-1601-406120	\$ 1,156.37

622.64

7435.32

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
[VENDOR] 9000.2111 : KATE HAYS	7053541	118-003618		03/20/2018	1	UB CR REFUND-94663	170-00-0000-202000	\$ 41.84
[VENDOR] 20403 : KIEFER AQUATIC	727854	118-003657	18-002444	03/20/2018	1	items for resale at desk	110-14-1405-406133	\$ 362.29
[VENDOR] 21278 : KILLAM GAS BURNER, CO.	18K5421	118-003658	18-002238	03/20/2018	1	parts to rebuild the smoke boxes	110-14-1405-406120	\$ 2,426.00
[VENDOR] 104 : L.N. CURTIS & SONS	INV165379	118-003547	18-002196	03/20/2018	1	#10000R KCR Drip Torch- Red 1-1/4gal Forest Serv Spec	110-12-1205-406130	\$ 119.00
	INV165379	118-003547	18-002196	03/20/2018	2	#PCSC40 40" Forest Green UL Classified 5 Ply Chain Saw Chap, 8135083-40	110-12-1205-406130	\$ 140.00
	INV165379	118-003547	18-002196	03/20/2018	3	#3715P15N 37 1.5NPSHFRLX1.5NHM Adapter	110-12-1205-406130	\$ 22.40
	INV165379	118-003547	18-002196	03/20/2018	4	#3710P15N 37 1NPSHFRLX1.5NHM Adapter	110-12-1205-406130	\$ 26.40
	INV165379	118-003547	18-002196	03/20/2018	5	#3715N10P 37 1.5NHFRLX1NPSHM Adapter	110-12-1205-406130	\$ 48.40
	INV165379	118-003547	18-002196	03/20/2018	6	#3510P10P 35 1NPSHFRLX1NPSHFRL Double Female Swivel Adapter	110-12-1205-406130	\$ 13.20
	INV165379	118-003547	18-002196	03/20/2018	7	#3610P10P 36 1NPSHMX1NPSHM Rocker Lug Double Male Adapter	110-12-1205-406130	\$ 11.20
	INV165379	118-003547	18-002196	03/20/2018	8	Shipping	110-12-1205-406130	\$ 30.00
	INV164633	118-003548	18-001966	03/20/2018	1	#272085410 Hurst, Hurst EXL Rescue Battery	110-12-1205-406120	\$ 610.00
[VENDOR] 22366 : LIFE ASSIST, INC.	844617	118-003549	18-002516	03/20/2018	1	IT, MAD, Mucosal Atomization Device	110-12-1205-406130	\$ 70.10
	844617	118-003549	18-002516	03/20/2018	2	IV5311, Stopcock Only, 3-Way (Rx)	110-12-1205-406130	\$ 11.30
	844617	118-003549	18-002516	03/20/2018	3	ST603-BLK, ADSCOPE, 603 Stethoscope, Black	110-12-1205-406130	\$ 161.04
	844617	118-003549	18-002516	03/20/2018	4	TX112, RITE IN THE RAIN, Vital Statistics EMS Notebook	110-12-1205-406130	\$ 90.80
[VENDOR] 21464 : LONGHORN CONSTRUCTION, INC.	PayApplic#1	118-003659	18-002589	03/20/2018	1	Reliance Transmission Water Line Crossing Killpecker Creek	150-33-3302-507902	\$ 173,962.66
[VENDOR] 111 : MACY'S TRUCK REPAIR INC	R4400-Feb2018	118-003550	18-002551	03/20/2018	1	Chain, Inv. #P62496	110-12-1205-406120	\$ 428.20
	R4400-Feb2018	118-003550	18-002551	03/20/2018	2	Sweeper Diagnosis, Inv. #P62462	110-13-1303-406120	\$ 538.12
	R4400-Feb2018	118-003550	18-002551	03/20/2018	3	Filters, Inv. #P62429	110-13-1303-406120	\$ 51.84
	R4400-Feb2018	118-003550	18-002551	03/20/2018	4	Alternator, Inv. #P62506	110-13-1303-406120	\$ 234.60
[VENDOR] 9000.2106 : MAINLINE CONSTRUCTION	7053536	118-003613		03/20/2018	1	UB CR REFUND-152225	170-00-0000-202000	\$ 8.54
[VENDOR] 9000.2113 : MARK OR JOSIE THOMPSON	7053543	118-003620		03/20/2018	1	UB CR REFUND-102481	170-00-0000-202000	\$ 50.98
[VENDOR] 24516 : MATHIS Kelly	Reimb-2/24-3/3/2018	118-003490	18-002521	03/20/2018	1	Reimbursement for Travel - Kelly Mathis Command and Control of Incident Operations, NFA 2/24/18-3/3/18	110-12-1205-405801	\$ 125.12
[VENDOR] 21859 : MODEL SIGNS	19230	118-003660	18-002624	03/20/2018	1	downtown events - volunteer reception	110-11-1106-406144	\$ 26.00
[VENDOR] 24515 : MONSEN ENGINEERING, LLC	577233	118-003491	18-002267	03/20/2018	1	GPS hardware warranty and software maintenance	110-13-1301-404301	\$ 1,474.00
[VENDOR] 125 : MORCON SPECIALTY INC	2208-Feb2018	118-003551	18-002537	03/20/2018	1	Swivel, Inv. #111597	110-14-1402-406120	\$ 145.43
	2208-Feb2018	118-003551	18-002537	03/20/2018	2	Hydraulic Fittings, Inv. #111651	110-14-1402-406120	\$ 6.52

1020.60

333.24

156564.39

1252.74

272.71

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
	2208-Feb2018	118-003551	18-002537	03/20/2018	3	Couplers/Adapters, Inv. #111579	130-16-1601-406120	\$ 90.82
	2208-Feb2018	118-003551	18-002537	03/20/2018	4	Gauges, Inv. #111474	130-16-1601-406120	\$ 29.94
[VENDOR] 129 : MOUNTAINE ANIMAL CLINIC 2024.32	Feb2018	118-003661	18-002630	03/20/2018	1	Invoice 532825 Animal Arlow Canine Neuter	110-12-1202-404704	\$ 63.75
	Feb2018	118-003661	18-002630	03/20/2018	2	Invoice 532384 Animal 18-0020 Canine neuter and vaccinations	110-12-1202-404704	\$ 135.15
	Feb2018	118-003661	18-002630	03/20/2018	3	Invoice 528519 Animal Pnut Feline spay	110-12-1202-404704	\$ 71.40
	Feb2018	118-003661	18-002630	03/20/2018	4	Invoice 527300 Animal 17-01128 Feline spay and vaccinations	110-12-1202-404704	\$ 92.65
	Feb2018	118-003661	18-002630	03/20/2018	5	Invoice 524947 Animal 17-826 Athena Canine Spay and vaccinations	110-12-1202-404704	\$ 121.55
	Feb2018	118-003661	18-002630	03/20/2018	6	Invoice 524851 Animal Mr. Fox Feline Neuter	110-12-1202-404704	\$ 43.35
	Feb2018	118-003661	18-002630	03/20/2018	7	Invoice 524709 Animal Bruno 17-1069 Canine Neuter and vaccinations	110-12-1202-404704	\$ 75.65
	Feb2018	118-003661	18-002630	03/20/2018	8	Invoice 524102 Animal DJ Vaccinations Canine	110-12-1202-404704	\$ 29.75
	Feb2018	118-003661	18-002630	03/20/2018	9	Invoice 523228 Animal Mischief Feline Vaccinations	110-12-1202-404704	\$ 21.25
	Feb2018	118-003661	18-002630	03/20/2018	10	Invoice 523225 Animal Mischief Feline spay	110-12-1202-404704	\$ 71.40
	Feb2018	118-003661	18-002630	03/20/2018	11	Invoice 522065 Animal Elvis Feline Neuter and Vaccinations	110-12-1202-404704	\$ 64.60
	Feb2018	118-003661	18-002630	03/20/2018	12	Invoice 517672 Animal Frankie Canine Neuter and Vaccinations	110-12-1202-404704	\$ 165.75
	Feb2018	118-003661	18-002630	03/20/2018	13	Invoice 517517 Animal Oliver Feline 3-way and deworming	110-12-1202-404704	\$ 9.57
	Feb2018	118-003661	18-002630	03/20/2018	14	Invoice 516214 Animal Copper Canine spay and vaccinations	110-12-1202-404704	\$ 121.55
	Feb2018	118-003661	18-002630	03/20/2018	15	Invoice 514817 Animal Jake Canine neuter	110-12-1202-404704	\$ 63.75
	Feb2018	118-003661	18-002630	03/20/2018	16	Invoice 514463 Animal 17-52 Feline Neuter	110-12-1202-404704	\$ 43.35
	Feb2018	118-003661	18-002630	03/20/2018	17	Invoice 513736 Animals Sylvester, Jinx and Chloe Vaccinations	110-12-1202-404704	\$ 63.75
	Feb2018	118-003661	18-002630	03/20/2018	18	Invoice 512716 Animal 17-444 Feline Vaccinations	110-12-1202-404704	\$ 21.25
	Feb2018	118-003661	18-002630	03/20/2018	19	Invoice 510946 Animal 17-387 and 17-375 Canine Neuter and Vaccinations	110-12-1202-404704	\$ 136.85
	Feb2018	118-003661	18-002630	03/20/2018	20	Invoice 510308 Animal 17-302 Feline spay and vaccinations	110-12-1202-404704	\$ 92.65
	Feb2018	118-003661	18-002630	03/20/2018	21	Invoice 509547 Animals: Star, Little Foot and Boomer Feline spay/neuter and vaccinations	110-12-1202-404704	\$ 195.75
	Feb2018	118-003661	18-002630	03/20/2018	22	Invoice 508328 Animal Jake Canine vaccinations	110-12-1202-404704	\$ 29.75
	Feb2018	118-003661	18-002630	03/20/2018	23	Invoice 506347 Animal Lady Canine spay	110-12-1202-404704	\$ 91.80
	Feb2018	118-003661	18-002630	03/20/2018	24	Invoice 506335 Animal 17-193 Canine spay and vaccinations	110-12-1202-404704	\$ 106.25
	Feb2018	118-003661	18-002630	03/20/2018	25	Invoice 502442 Animal 17-41 Canine Spay	110-12-1202-404704	\$ 91.80
[VENDOR] 23573 : MOUNTAINLAND SUPPLY COMPANY 162.47	13154-Feb2018	118-003492	18-002495	03/20/2018	1	Adapter/Reducer, Inv. #S102503814.001	110-14-1401-406130	\$ 1.21
	13154-Feb2018	118-003492	18-002495	03/20/2018	2	Shower Valve/Supplies, Inv. #S102504757.001	250-35-3502-406120	\$ 161.26
[VENDOR] 24497 : MRI SOFTWARE LLC 1193.03	INV595350	118-003572	18-002168	03/20/2018	1	Invoice #INV595350 (\$3083.03) Correct line item erroneously charged (\$1890.00) Double Billed for \$1890.00	250-35-3501-406501	\$ 1,890.00
	INV595350	118-003572	18-002168	03/20/2018	1	Invoice #INV595350 (\$3083.03) Correct line item erroneously charged (\$1890.00) Double Billed for \$1890.00	250-35-3501-407410	\$ -896.97

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
[VENDOR] 3569 : MURDOCHS RANCH AND HOME 102.95	859005-Feb2018	118-003493	18-002492	03/20/2018	1	Mat, Inv. #2239	110-12-1205-406130	\$ 69.98
	859005-Feb2018	118-003493	18-002492	03/20/2018	2	Gas Can Spouts, Inv. #2254	110-14-1402-406120	\$ 32.97
[VENDOR] 23161 : MY EDUCATIONAL RESOURCES INC. 264.00	022018.002	118-003494	18-002517	03/20/2018	1	BLS Provider ECards	110-12-1205-406130	\$ 96.00
	022018.002	118-003494	18-002517	03/20/2018	2	ACLS	110-12-1205-406130	\$ 168.00
[VENDOR] 22012 : NEOPOST USA INC	55522123	118-003495	18-002515	03/20/2018	1	Postage Meter Rental - February 2018	110-11-1103-404301	\$ 55.00
[VENDOR] 9000.2105 : NORTHERN TITLE	7047849	118-003612		03/20/2018	1	UB CR REFUND-98832	170-00-0000-202000	\$ 68.28
[VENDOR] 20613 : NORTHERN TOOL & EQUIPMENT	39867221	118-003662	18-002446	03/20/2018	1	plow parts	110-14-1405-406120	\$ 170.75
[VENDOR] 266 : NU-LIFE AUTO GLASS LLC 472.50	47328	118-003552	18-002491	03/20/2018	1	Windshield	110-13-1303-406120	\$ 274.50
	47347	118-003573	18-002364	03/20/2018	1	Repair glass on Dodge Pickup	110-12-1201-406125	\$ 198.00
[VENDOR] 22801 : O'REILLY AUTO PARTS 1324.01	765395-Feb2018	118-003553	18-002556	03/20/2018	1	Equipment Parts/Supplies - Cemetery	110-13-1304-406120	\$ 238.78
	765395-Feb2018	118-003553	18-002556	03/20/2018	2	Equipment Parts/Supplies - FRC	110-14-1405-406120	\$ 139.76
	765395-Feb2018	118-003553	18-002556	03/20/2018	3	Equipment Parts/Supplies - IT	110-11-1107-406120	\$ 58.60
	765395-Feb2018	118-003553	18-002556	03/20/2018	4	Equipment Parts/Supplies - Parks	110-14-1401-406120	\$ 187.43
	765395-Feb2018	118-003553	18-002556	03/20/2018	5	Equipment Parts/Supplies - Police	110-12-1201-406125	\$ 440.87
	765395-Feb2018	118-003553	18-002556	03/20/2018	6	Equipment Parts/Supplies - Star Transit	110-19-1903-406123	\$ 110.65
	765395-Feb2018	118-003553	18-002556	03/20/2018	7	Equipment Parts/Supplies - Water Ops	150-33-3302-406120	\$ 149.98
[VENDOR] 21392 : ONE CALL OF WYOMING	47857	118-003663	18-002588	03/20/2018	1	Tickets for February	150-33-3302-406130	\$ 74.25
[VENDOR] 21356 : ORKIN EXTERMINATING 449.74	February2018	118-003496	18-002507	03/20/2018	1	Extermination 1400 Thompson	250-35-3501-404301	\$ 137.09
	February2018	118-003496	18-002507	03/20/2018	2	Extermination 3102 Dewar	250-35-3501-404301	\$ 139.72
	February2018	118-003496	18-002507	03/20/2018	3	Extermination 2125 Century	250-35-3501-404301	\$ 100.85
	February2018	118-003496	18-002507	03/20/2018	4	Extermination - 530 Gobel	250-35-3501-404301	\$ 91.60
[VENDOR] 138 : PACIFIC STEEL & RECYCLING 422.88	395208-Feb2018	118-003497	18-002501	03/20/2018	1	Expanded Metal/Trailer Jack, Inv. #4172661	110-14-1401-406120	\$ 310.58
	395208-Feb2018	118-003497	18-002501	03/20/2018	2	Flat Iron, Inv. #4172623	130-16-1601-406120	\$ 29.68
	395208-Feb2018	118-003497	18-002501	03/20/2018	3	Flat Strap, Inv. #4172192	110-13-1303-406120	\$ 32.52
	395208-Feb2018	118-003497	18-002501	03/20/2018	4	Flat Strap, Inv. #4172185	110-13-1303-406120	\$ 50.10
[VENDOR] 22618 : PAYMENT REMITTANCE CENTER 3471.95	2814-Feb2018	118-003574	18-002569	03/20/2018	1	Registration - Rocky Mountain Water Environment Association - K. Kumer	130-16-1601-403210	\$ 525.00
	2814-Feb2018	118-003574	18-002569	03/20/2018	2	Airline Tickets - Rock Springs, WY to Dever, CO - A. Thompson	250-35-3501-405801	\$ 593.06
	2814-Feb2018	118-003574	18-002569	03/20/2018	3	Bitter Creek Brewing - Lunch - C. Demshar, S. Horton	110-11-1101-405801	\$ 30.97
	2814-Feb2018	118-003574	18-002569	03/20/2018	4	Airline Tickets - Rock Springs, WY to Kansas City - C. Demshar, D. Tate, C. Banks, S. Lozier, R. Lozier (RSRF to reimburse for Lozier tickets)	110-11-1101-405801	\$ 2,322.92
[VENDOR] 21255 : PERFORMANCE OVERHEAD DOOR INC	15725	118-003664	18-002586	03/20/2018	1	Overhead door maintenance at the water shop	150-33-3302-404310	\$ 335.98

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
[VENDOR] 9000.2115 : PETER FLEMING	7053545	118-003622		03/20/2018	1	UB CR REFUND-97672	170-00-0000-202000	\$ 58.28
[VENDOR] 23024 : PINEDA, ATTY AT LAW	03092018	118-003554	18-002562	03/20/2018	1	alternate Judge March 9 2018 2 hrs	110-11-1105-406001	\$ 150.00
[VENDOR] 21695 : PING INC	14098444/13980424	118-003665	18-002620	03/20/2018	1	Ping Pre book product	110-14-1402-406133	\$ 222.08
	14094891/14055131	118-003666	18-002620	03/20/2018	1	Ping Pre book product	110-14-1402-406133	\$ 42.70
	14094888/14094890	118-003667	18-002620	03/20/2018	1	Ping Pre book product	110-14-1402-406133	\$ 2,656.08
[VENDOR] 21808 : PORTER LEE CORPORATION	20346	118-003555	18-002530	03/20/2018	1	Beast Annual Maintenance April 2018 - March 2019	110-11-1107-404301	\$ 1,389.00
[VENDOR] 23264 : RAPID 7 LLC	Q220979	118-003498	18-002481	03/20/2018	1	Metasploit Annual Renewal 4/8/201 - 4/7/2019 Reference # Q220979	110-11-1107-404301	\$ 7,685.32
[VENDOR] 21713 : RAPID FIRE INC.	5934/5935	118-003556	18-002518	03/20/2018	1	Inspection of alarm and sprinkler systems for city buildings, City Hall, Police Department and Train Depot	110-11-1104-404310	\$ 1,360.00
[VENDOR] 9000.2100 : RAY PALEY	6999520	118-003520		03/20/2018	1	UB CR REFUND-95977	170-00-0000-202000	\$ 57.71
[VENDOR] 20127 : RESPOND FIRST AID SYSTEMS	146721/146723	118-003702	18-002646	03/20/2018	1	First Aid Supplies, Civic, Inv. #146721	110-14-1404-406120	\$ 19.55
	146721/146723	118-003702	18-002646	03/20/2018	2	First Aid Supplies, WRF, Inv. #146723	130-16-1601-406130	\$ 46.44
	146719/146720	118-003703	18-002646	03/20/2018	1	First Aid Supplies, Shop, Inv. #146719	110-19-1903-406130	\$ 40.05
	146719/146720	118-003703	18-002646	03/20/2018	2	First Aid Supplies, Streets, Inv. #146720	110-13-1303-406130	\$ 111.48
[VENDOR] 24517 : RINGSIDE, FIGHTGEAR, COMBAT SPORTS INTL	1938886	118-003597	18-002529	03/20/2018	1	Heavy Bags for Custody and Control Training	110-12-1201-406130	\$ 299.98
	1938886	118-003597	18-002529	03/20/2018	2	Shipping	110-12-1201-406101	\$ 101.95
[VENDOR] 392 : RMT EQUIPMENT	P01761/P01799/P01966	118-003668	18-002634	03/20/2018	1	Oil PSI Switch/Strainer Filter, Inv. #P01799, P01966	110-14-1402-406120	\$ 204.29
	P01761/P01799/P01966	118-003668	18-002634	03/20/2018	2	Discharge Chutes, Inv. #P01761	110-14-1402-406120	\$ 990.97
	P01929/P02166	118-003669	18-002634	03/20/2018	1	Conveyor Belt, Inv. #P01929	110-14-1402-406120	\$ 170.03
	P01929/P02166	118-003669	18-002634	03/20/2018	2	Battery/Clutch Kit, Inv. #P02166	110-14-1402-406120	\$ 1,369.08
[VENDOR] 9000.2102 : ROBERT HARMON	6999522	118-003522		03/20/2018	1	UB CR REFUND-99089	170-00-0000-202000	\$ 196.68
[VENDOR] 22307 : ROCK SPRINGS HIGH SCHOOL	1001-RSPD	118-003598	18-002605	03/20/2018	1	1/8" Business Ad for Yearbook for RSPD	110-12-1201-406130	\$ 180.00
[VENDOR] 21577 : ROCK SPRINGS IV CENTER	16089-1	118-003557	18-002561	03/20/2018	1	Medications for EMS	110-12-1205-406130	\$ 393.72
[VENDOR] 164 : ROCK SPRINGS NEWSPAPERS	23651-Feb2018	118-003499	18-002490	03/20/2018	1	Advertising - Legal	110-15-1501-405401	\$ 3,935.54
	23651-Feb2018	118-003499	18-002490	03/20/2018	2	Advertising - Civic	110-14-1404-405403	\$ 255.00
	8576-Feb2018	118-003575	18-002574	03/20/2018	1	Vehicle Bids	250-35-3501-406001	\$ 303.48
[VENDOR] 24332 : ROCK SPRINGS PET HOSPITAL, LLC	3657	118-003670	18-002632	03/20/2018	1	Invoice 3657 Animal PS220960 Canine Neuter and Vaccinations	110-12-1202-404704	\$ 115.00
	3657	118-003670	18-002632	03/20/2018	2	Invoice 3657 Animal PS220993 Gator Canine Neuter and vaccinations	110-12-1202-404704	\$ 115.00
	3657	118-003670	18-002632	03/20/2018	3	Invoice 3657 Animal PS221014 Lena Feline spay and vaccinations	110-12-1202-404704	\$ 85.00

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
	3657	I18-003670	18-002632	03/20/2018	4	Invoice 3657 Animal PS221015 Feline spay and vaccinations	110-12-1202-404704 \$	85.00
	3657	I18-003670	18-002632	03/20/2018	5	Invoice 3657 Animal PS221018 Leo Feline Vaccinations	110-12-1202-404704 \$	39.00
	3657	I18-003670	18-002632	03/20/2018	6	Invoice 3657 Animal PS221059 Ziggy Feline Neuter and vaccinations	110-12-1202-404704 \$	50.00
	3657	I18-003670	18-002632	03/20/2018	7	Invoice 3657 Animal PS221429 Milly Feline vaccinations and anesthesia	110-12-1202-404704 \$	60.00
[VENDOR] 22518 : ROCK SPRINGS RENEWAL FUND	March2018	I18-003671	18-002625	03/20/2018	1	reimburse RSRF downtown events - restaurant week printing "table tents"	110-11-1106-406144 \$	297.98
	March2018	I18-003671	18-002625	03/20/2018	2	design flyer & poster - volunteer reception	110-11-1106-406144 \$	11.00
	March2018	I18-003671	18-002625	03/20/2018	3	design flyer & poster - restaurant week	110-11-1106-406144 \$	11.00
	March2018	I18-003671	18-002625	03/20/2018	4	design work - table tents	110-11-1106-406144 \$	11.00
	March2018	I18-003671	18-002625	03/20/2018	5	movie rental - 3/22 ET	110-11-1106-406141 \$	353.00
[VENDOR] 155 : ROCK SPRINGS WINNELSON CO	00370-000221/Feb2018	I18-003500	18-002512	03/20/2018	1	Hydrant Repair Kits, Inv. #223911-00, 223909-00	110-14-1405-406120 \$	577.33
	00370-000221/Feb2018	I18-003500	18-002512	03/20/2018	2	Irrigation Parts, Inv. #223786-00	110-13-1304-404310 \$	1,051.33
	00370-000221/Feb2018	I18-003500	18-002512	03/20/2018	3	CL2 Gas Detector, Inv. #223775-00	110-14-1404-406120 \$	1,550.89
	00370-000221/Feb2018	I18-003500	18-002512	03/20/2018	4	Solenoid Valves/Parts, Inv. #224180-00	110-14-1405-406120 \$	754.68
	00370-000221/Feb2018	I18-003500	18-002512	03/20/2018	5	Speed Controls, Inv. #223860-00	150-33-3302-406130 \$	441.33
	00370-000221/Feb2018	I18-003500	18-002512	03/20/2018	6	Air Vacs, Inv. #223893-00, 223893-02	150-33-3302-406120 \$	692.28
	00370-000221/Feb2018	I18-003500	18-002512	03/20/2018	7	Pump/Pump Relay, Inv. #224032-00	110-14-1405-406120 \$	1,243.48
	00370-000221/Feb2018	I18-003500	18-002512	03/20/2018	8	Water Saver Kit, Inv. #223862-00	110-14-1404-406120 \$	45.51
	00370-000221/Feb2018	I18-003500	18-002512	03/20/2018	9	Meters/Registers, Inv. #223870-00	150-33-3302-507927 \$	4,280.41
[VENDOR] 137 : ROCKY MOUNTAIN POWER	Feb2018#2	I18-003704	18-002655	03/20/2018	1	Streets	110-13-1303-406202 \$	1,283.85
	Feb2018#2	I18-003704	18-002655	03/20/2018	2	Shop	110-19-1903-406202 \$	262.78
	Feb2018#2	I18-003704	18-002655	03/20/2018	3	Parks	110-14-1401-406202 \$	1,984.61
	Feb2018#2	I18-003704	18-002655	03/20/2018	4	Golf Course	110-14-1402-406202 \$	4,807.02
	Feb2018#2	I18-003704	18-002655	03/20/2018	5	Civic Center	110-14-1404-406202 \$	4,792.57
	Feb2018#2	I18-003704	18-002655	03/20/2018	6	Cemetery	110-13-1304-406202 \$	648.44
	Feb2018#2	I18-003704	18-002655	03/20/2018	7	Animal Control	110-12-1202-406202 \$	193.53
	Feb2018#2	I18-003704	18-002655	03/20/2018	8	Fire Department	110-12-1205-406202 \$	1,749.25
	Feb2018#2	I18-003704	18-002655	03/20/2018	9	WWTP	130-16-1601-406202 \$	38,596.11
	Feb2018#2	I18-003704	18-002655	03/20/2018	10	City Buildings	110-11-1104-406202 \$	3,707.79
	Feb2018#2	I18-003704	18-002655	03/20/2018	11	Museum	110-34-3401-406202 \$	454.54
	Feb2018#2	I18-003704	18-002655	03/20/2018	12	Senior Citizens	110-15-1501-404801 \$	9,660.98
	Feb2018#2	I18-003704	18-002655	03/20/2018	13	Civil Defense	110-12-1204-406202 \$	134.74
	Feb2018#2	I18-003704	18-002655	03/20/2018	14	Street Lighting	110-13-1303-406204 \$	27,065.59
	Feb2018#2	I18-003704	18-002655	03/20/2018	15	FRC	110-14-1405-406202 \$	38,030.88
	Feb2018#2	I18-003704	18-002655	03/20/2018	16	Water Department	150-33-3302-406202 \$	14,214.99
	Feb2018#2	I18-003704	18-002655	03/20/2018	17	URA	110-11-1106-406202 \$	1,283.24
[VENDOR] 22724 : ROCKY MOUNTAIN SURVEY INC.	1759	I18-003576	17-002978	03/20/2018	1	Plan Review & Professional Services	110-19-1901-403310 \$	2,867.50
[VENDOR] 21183 : ROCKY MTN CLIMATE CONTROL	16876	I18-003599	18-002499	03/20/2018	1	nine iron ice machine repair	110-14-1402-406120 \$	178.00
[VENDOR] 1 : RON'S ACE RENTAL & EQUIP. SALES INC	PARKS-Feb2018	I18-003558	18-002546	03/20/2018	1	Tires, Inv. #193246	110-14-1401-406120 \$	343.80

683.98

10637.24

148870.91

2991.51

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	CEMETER-Feb2018	118-003577	18-002546	03/20/2018	1	Weed Trimmers, Inv. 193209	110-13-1304-407410	\$ 2,480.00
	CEMETER-Feb2018	118-003577	18-002546	03/20/2018	2	Trimmer Line, Inv. #193210	110-13-1304-404310	\$ 150.00
	GOLF-Feb2018	118-003578	18-002546	03/20/2018	1	Fuel Filters, Inv. #193120	110-14-1402-406120	\$ 17.71
[VENDOR] 163 : RSNB BANK	03082018	118-003559	18-002548	03/20/2018	1	Checks and deposit slips for new account at RSNB Bank	110-34-3401-406001	\$ 100.00
[VENDOR] 18894 : S & S WORLDWIDE	10102717	118-003672	18-002374	03/20/2018	1	Assorted craft items listed in quote	110-14-1404-406130	\$ 376.86
[VENDOR] 321 : SAFETY SUPPLY & SIGN CO	162982	118-003579	18-002414	03/20/2018	1	24X48, REC ALUM BLANK	110-13-1303-406130	\$ 259.90
	162982	118-003579	18-002414	03/20/2018	2	30X36, REC ALUM BLANK	110-13-1303-406130	\$ 1,121.02
	162982	118-003579	18-002414	03/20/2018	3	36X48 REC ALUM BLANK	110-13-1303-406130	\$ 350.82
	162982	118-003579	18-002414	03/20/2018	4	36X8 ALUM HIP WHITE 1-SIDE	110-13-1303-406130	\$ 2,298.00
	162982	118-003579	18-002414	03/20/2018	5	38X8 ALUM HIP WHITE 1-SIDE	110-13-1303-406130	\$ 1,198.00
	162981	118-003580	18-002413	03/20/2018	1	2"X12' TELESAR 14 GA	110-13-1303-406130	\$ 2,730.00
	162981	118-003580	18-002413	03/20/2018	2	2.25"X30" TELE ANCHOR 12GA	110-13-1303-406130	\$ 1,494.00
	163088	118-003581	18-002581	03/20/2018	1	3/8" Steel drive Rivit	110-13-1303-406130	\$ 237.00
[VENDOR] 9000.2117 : SAMUEL ADAMS	7053547	118-003624		03/20/2018	1	UB CR REFUND-96156	170-00-0000-202000	\$ 85.98
[VENDOR] 9000.2103 : SAMUEL WILDE	7047847	118-003610		03/20/2018	1	UB CR REFUND-98363	170-00-0000-202000	\$ 23.03
[VENDOR] 9000.2114 : SHANE OR SHYLA SIMS	7053544	118-003621		03/20/2018	1	UB CR REFUND-98727	170-00-0000-202000	\$ 56.63
[VENDOR] 20807 : SHERWIN WILLIAMS	00891/84741/86472	118-003501	18-002503	03/20/2018	1	Paint, Inv. #8647-2	130-16-1601-406120	\$ 52.69
	00891/84741/86472	118-003501	18-002503	03/20/2018	2	Paint, Inv. #8474-1	130-16-1601-406120	\$ 105.38
	00891/84741/86472	118-003501	18-002503	03/20/2018	3	Paint, Inv. #0089-1	130-16-1601-406120	\$ 169.88
[VENDOR] 23178 : SHI INTERNATIONAL CORP	B07818892	118-003502	18-002333	03/20/2018	1	VNC Connect Enterprise	110-11-1107-407415	\$ 601.60
[VENDOR] 20540 : SKAGGS COMPANIES, INC.	3039755 RI	118-003600	18-002610	03/20/2018	1	Initial Issue Pants for R. Stallmant	110-12-1201-402101	\$ 132.00
[VENDOR] 20614 : SKAGGS PUBLIC SAFETY UNIFORMS	3039786 RI	118-003503	18-001719	03/20/2018	1	Shirt, 1/4 Zip Job Storm Navy, Size XL, David Rhoades, Fire Inspector (no medical designation)	110-12-1205-402101	\$ 65.00
[VENDOR] 178 : SKIPS TIRE	162260	118-003560	18-002536	03/20/2018	1	Alignment, Inv. #162260	110-12-1201-406125	\$ 65.00
[VENDOR] 180 : SMYTH PRINTING INC	47460	118-003561	18-002328	03/20/2018	1	Field Interaction Cards (10,000)	110-12-1201-406001	\$ 417.17
	47475	118-003582	18-002417	03/20/2018	1	letterhead & envelopes	110-11-1106-406001	\$ 588.90
[VENDOR] 23260 : SOLARWINDS	IN367342	118-003562	18-002540	03/20/2018	1	Solar Winds Annual Maintenance 5/30/18 - 5/30/19	110-11-1107-404301	\$ 156.00
[VENDOR] 24500 : SOLORIDER	248809	118-003504	18-002272	03/20/2018	1	SoloRider Adaptive Golf Car for use by handicapped patrons at White Mt. Golf Course.	110-14-1402-407401	\$ 10,650.00
[VENDOR] 22194 : SPORTSMAN'S WAREHOUSE	254-00485	118-003505	18-002197	03/20/2018	1	Therm-A-Rest Z Lite Series #1268204	110-12-1205-406130	\$ 107.97
	254-00485	118-003505	18-002197	03/20/2018	2	Teton Sports Sleeping Bag Liners #1276624	110-12-1205-406130	\$ 43.50

9688.74

327.95

1006.09

294.97

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
	254-00485	118-003505	18-002197	03/20/2018	3	Teton Sports Celsius Reg Zero Degree Sleep Bag #1246929	110-12-1205-406130	\$ 145.50
[VENDOR] 21732 : SST TESTING +, INC.	rsdp-Feb2018	118-003506	18-002523	03/20/2018	1	Pre-Employment and Random Drug Testing	110-11-1109-403321	\$ 480.00
[VENDOR] 23173 : STANARD & ASSOCIATES INC.	SA000036915	118-003601	18-002604	03/20/2018	1	Police Officer Entry Level Test	110-12-1201-403201	\$ 750.00
772.50	SA000036915	118-003601	18-002604	03/20/2018	2	Shipping	110-12-1201-406101	\$ 22.50
[VENDOR] 9000.2099 : STANLEY TOMINC	6999519	118-003519		03/20/2018	1	UB CR REFUND-99819	170-00-0000-202000	\$ 48.19
[VENDOR] 22639 : STAPLES ADVANTAGE	LA@368565-Feb2018	118-003673	18-002629	03/20/2018	1	Name Plates/Holder, Inv. #33693399498, 3369399499, 3369399500, 3369399501	110-12-1201-406001	\$ 54.40
813.98	LA@368565-Feb2018	118-003673	18-002629	03/20/2018	2	Bond Paper, Inv. #3368304849	110-13-1301-406001	\$ 130.38
	LA@368565-Feb2018	118-003673	18-002629	03/20/2018	3	Printer Supplies/Notebooks/Envelopes, Inv. #s 3370470041, 3370470040, 3370470039	110-12-1201-406001	\$ 679.20
[VENDOR] 22929 : STATE FIRE DC SPECIALTIES	U3246HC	118-003602	18-002494	03/20/2018	1	state fire nine iron hood cleaning	110-14-1402-406120	\$ 622.50
944.50	U6661A	118-003674	18-002504	03/20/2018	1	Annual fire alarm inspection	110-14-1404-404301	\$ 322.00
[VENDOR] 23658 : STOTZ EQUIPMENT	ROCKS004-Feb2018	118-003507	18-002509	03/20/2018	1	Brake Switch, Inv. #P39041	110-14-1402-406120	\$ 43.47
750.44	ROCKS004-Feb2018	118-003507	18-002509	03/20/2018	2	Tank Fuel Level Gauge, Inv. #P39056	110-14-1402-406120	\$ 43.82
	ROCKS006-Feb2018	118-003563	18-002549	03/20/2018	1	Cylinder Kit/Brake Kits, Pads/Misc., Inv. #P57618	110-14-1401-406120	\$ 508.15
	ROCKS006-Feb2018	118-003563	18-002549	03/20/2018	2	Mower Blades, Inv. #P57945	110-14-1401-406120	\$ 155.00
[VENDOR] 21607 : SUN MOUNTAIN SPORTS	476805/839760	118-003508	18-002443	03/20/2018	1	Spring 2018 Pre book order	110-14-1402-406133	\$ 2,866.12
[VENDOR] 21331 : SWEETWATER COUNTY HEALTH DEPT	EH-2416	118-003675	18-002575	03/20/2018	1	water tests	110-14-1405-406120	\$ 900.00
2925.00	EH-2418	118-003676	18-002587	03/20/2018	1	Bac T testing for December, January, and February	150-33-3302-406130	\$ 1,875.00
	EH-2415	118-003677	18-002564	03/20/2018	1	Water testing fees Invoice #EH2415	110-14-1404-406120	\$ 150.00
[VENDOR] 20247 : SWEETWATER COUNTY SCHOOL DIST #1	90/86/87	118-003678	18-002595	03/20/2018	1	printing & binding - volunteer reception	110-11-1106-405500	\$ 36.88
81.48	90/86/87	118-003678	18-002595	03/20/2018	2	printing & binding - restaurant week	110-11-1106-405500	\$ 19.85
	90/86/87	118-003678	18-002595	03/20/2018	3	restaurant week flyers	110-11-1106-405500	\$ 24.75
[VENDOR] 19140 : SWEETWATER COUNTY SHERIFF'S OFFICE	Feb2018	118-003603	18-002606	03/20/2018	1	Prisoner Boarding for February	110-12-1201-404706	\$ 1,955.00
[VENDOR] 23597 : SWEETWATER NOW LLC	2175	118-003679	18-002594	03/20/2018	1	advertising - online for theater events	110-11-1106-406140	\$ 300.00
[VENDOR] 189 : SWEETWATER PLUMBING & HEATING LLC	78157	118-003564	18-002535	03/20/2018	1	Shower Parts/Drain Cleaner, Inv. #78157	250-35-3502-406120	\$ 370.80
[VENDOR] 21055 : SYMBOLARTS INC	0300463-IN	118-003604	18-002603	03/20/2018	1	Plaque for R. Hanson	110-12-1201-406130	\$ 75.00
85.00	0300463-IN	118-003604	18-002603	03/20/2018	2	Shipping	110-12-1201-406101	\$ 10.00
[VENDOR] 21608 : TAYLOR MADE GOLF CO., INC.	33052114/33052165	118-003680	18-002441	03/20/2018	1	Spring 2018 pre book order	110-14-1402-406133	\$ 9,103.46
14575.43	3352221/33052343	118-003681	18-002441	03/20/2018	1	Spring 2018 pre book order	110-14-1402-406133	\$ 2,321.54
	33041451/33041879	118-003682	18-002441	03/20/2018	1	Spring 2018 pre book order	110-14-1402-406133	\$ 672.13
	33044678/33043126	118-003683	18-002441	03/20/2018	1	Spring 2018 pre book order	110-14-1402-406133	\$ 1,145.93

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
	33044679	118-003684	18-002441	03/20/2018	1	Spring 2018 pre book order	110-14-1402-406133	\$ 1,332.37
[VENDOR] 21496 : TEGELER & ASSOCIATES	70564	118-003509	18-002514	03/20/2018	1	Add three police vehicles	110-15-1501-405201	\$ 636.00
[VENDOR] 24499 : TEK2SPORT, INC.	FC00096240	118-003685	18-002214	03/20/2018	1	hockey gear	110-14-1405-406133	\$ 6,312.43
[VENDOR] 22248 : TEN POINT SALES	21059	118-003510	18-002135	03/20/2018	1	Nitrogen recharge kit and camera parts for TV van	130-16-1601-406120	\$ 1,207.48
[VENDOR] 24431 : THE UPS STORE	0910	118-003686	18-002618	03/20/2018	1	stamps	110-11-1106-406101	\$ 50.00
[VENDOR] 221 : THOMSON REUTERS - WEST PMNT CENTER	837779951/837858532	118-003687	18-002641	03/20/2018	1	West Information Charges 2/1/18-2/28/18. Inv. 837779951.	110-11-1102-403220	\$ 2,128.00
	837779951/837858532	118-003687	18-002641	03/20/2018	2	Library Plan Charges 2/5/18-3/4/18. Inv. 837858532.	110-11-1102-403220	\$ 481.03
[VENDOR] 201 : TIRE DEN INC	1-3482/Feb2018	118-003511	18-002510	03/20/2018	1	Tires, Inv. #1-290505	110-14-1401-406120	\$ 684.00
	1-3482/Feb2018	118-003511	18-002510	03/20/2018	2	Tires, Inv. #1-290504	110-14-1401-406120	\$ 600.00
	1-3482/Feb2018	118-003511	18-002510	03/20/2018	3	Tires, Inv. #1-290503	110-14-1401-406120	\$ 560.00
	1-3482/Feb2018	118-003511	18-002510	03/20/2018	4	Tires, Inv. #1-290367	110-12-1201-406125	\$ 310.00
	1-3482/Feb2018	118-003511	18-002510	03/20/2018	5	Tires, Inv. #1-290594	110-12-1201-406125	\$ 192.00
	1-3482/Feb2018	118-003511	18-002510	03/20/2018	6	Lug Nuts, Inv. #1-290618	110-12-1201-406125	\$ 22.50
	1-3482/Feb2018	118-003511	18-002510	03/20/2018	7	Tire Repair, Inv. #1-290614	130-16-1601-406120	\$ 81.95
	1-3482/Feb2018	118-003511	18-002510	03/20/2018	8	Foam Fill Tires, Inv. #1-290560	110-14-1402-406120	\$ 100.00
	1-3482/Feb2018	118-003511	18-002510	03/20/2018	9	Tires, Inv. #1-290777	110-14-1401-406120	\$ 140.00
	1-3482/Feb2018	118-003511	18-002510	03/20/2018	10	Tire Repair, Inv. #1-290793	130-16-1601-406120	\$ 41.95
	1-3482/Feb2018	118-003511	18-002510	03/20/2018	11	Tire Repair, Inv. #1-291038	110-12-1205-406120	\$ 38.00
	1-3482/Feb2018	118-003511	18-002510	03/20/2018	12	Tires, Inv. #1-290841	110-14-1401-406120	\$ 576.00
	1-3482/Feb2018	118-003511	18-002510	03/20/2018	13	Tires, Inv. #1-291036	110-14-1402-406120	\$ 400.00
[VENDOR] 21609 : TITLEIST	905397130	118-003512	18-002442	03/20/2018	1	Spring 2018 pre book order	110-14-1402-406133	\$ 7,138.37
	905402540/905409771	118-003513	18-002442	03/20/2018	1	Spring 2018 pre book order	110-14-1402-406133	\$ 3,237.32
	905431986	118-003565	18-002442	03/20/2018	1	Spring 2018 pre book order	110-14-1402-406133	\$ 127.70
[VENDOR] 24518 : TRANSFORMATIONS FACE PAINTING, LLC	March2018	118-003688	18-002597	03/20/2018	1	balloon decorations - volunteer reception & downtown first awards	110-11-1106-406144	\$ 175.00
[VENDOR] 18970 : TURF EQUIPMENT AND IRRIGATION	14472-Feb2018	118-003689	18-002635	03/20/2018	1	Hydraulic Valve, Inv. #424482-00	110-14-1401-406120	\$ 667.69
	14472-Feb2018	118-003689	18-002635	03/20/2018	2	Roller/Mount/Filters/Blade/Switch, Inv. #424350-00	110-14-1401-406120	\$ 850.60
	14472-Feb2018	118-003689	18-002635	03/20/2018	3	Pull Arms, Inv. #424718-00	110-14-1402-406120	\$ 183.70
[VENDOR] 19365 : UNION PACIFIC RAILROAD	292255264	118-003583	18-002570	03/20/2018	1	Lease - Broadway & Main Bill #292255264, Folder #0264450	110-15-1501-404410	\$ 5,627.54
[VENDOR] 20380 : UPS	65XW67088/65XW67098	118-003605	18-002600	03/20/2018	1	Golf Course Shipping fees	110-14-1402-406101	\$ 58.33
	65XW67088/65XW67098	118-003605	18-002600	03/20/2018	2	Police Department Shipping fees	110-12-1201-406101	\$ 60.34
	65XW67088/65XW67098	118-003605	18-002600	03/20/2018	3	Shipping Fees	110-12-1201-406101	\$ 61.07
[VENDOR] 24377 : VARLEY MERCANTILE LLC	264450	118-003705	18-002652	03/20/2018	1	Ed Varley Books	110-34-3401-406133	\$ 75.00

CITY OF ROCK SPRINGS

March 7, 2018

AFLAC INSURANCE NEW GROUP	Employee Premiums	\$	6,248.32
SUN LIFE ASSURANCE CO	Employee Premiums	\$	1,769.20
EQUITABLE LIFE	Employee Deferred	\$	137.50
ICMA RETIREMENT CORP (wire)	Employee Deferred	\$	2,954.10
GREAT-WEST LIFE & ANNUITY	Employee Deferred	\$	7,537.50
GREAT-WEST LIFE & ANNUITY	Post Tax	\$	240.00
NATIONWIDE RETIREMENT SOLUTIONS	Employee Deferred	\$	370.00
WADDELL & REED FINANCIAL SERVICES	Employee Deferred	\$	925.00
WYOMING CHILD SUPPORT ENFORCEMENT	Child Support payments	\$	3,570.00
RS FIREFIGHTER ASSN #1499	Employee dues	\$	2,142.40
SWEETWATER COUNTY CIRCUIT COURT (GR)	Employee garnishments	\$	319.90
RS CITY TREASURER	Employee BCBS reimbursement	\$	62,240.96
FLEXSHARE-BLUE CROSS BLUE SHIELD	Employee BCBS Flexshare	\$	6,794.99
496 & 872-NCPERS GROUP LIFE/PRUDENTIAL	Group Life employee deductions	\$	848.00
RS POLICE PROTECTIVE ASSOC	Employee dues	\$	555.00
UMWA/OAW LOCAL #4893	Employee dues	\$	1,841.28
UMWA/OAW LOCAL #4894	Employee annual assessment	\$	560.00
UNITED WAY OF SW WYOMING	Employee deductions	\$	827.08
WADDELL & REED FINANCIAL SERVICES	Section 529 Plan	\$	825.00
WYOMING RETIREMENT SYSTEM	Fire benefit city/employee	\$	45,867.63
WYOMING WORKERS COMP	Employee benefits	\$	46,888.94
WYOMING WORKERS COMP	Work Restitution Workers	\$	109.11
WYOMING RETIREMENT SYSTEM	Employee benefits	\$	101,874.95
WYOMING RETIREMENT SYSTEM	Law Enforcement	\$	43,195.06
SWEETWATER FEDERAL CREDIT UNION	Employee deductions	\$	3,050.00
	Total	\$	433,196.51

City of Rock Springs

Payroll Authorization
for March 7, 2018

Gross Payroll - \$532,006.76



City Council Agenda

New Business



March 14, 2018

Honorable Mayor Carl R. Demshar
and City Council Members
212 'D' Street
Rock Springs, WY 82901

RE: Request for Permission to Bid a New VAC Truck for the Water Reclamation Facility

The Department of Engineering and Operations is requesting permission to bid a VAC truck for the Water Reclamation Facility. This truck will be utilized in the sewer collections operations. The new VAC truck will replace an existing truck. The existing truck will be sold to the Water Department for their use in their operations.

The Water Reclamation Facility and Water Department both have this transaction budgeted for in the current fiscal year.

Any questions regarding this request should be directed to the Department of Engineering and Operations. Thank you for your consideration of this matter.

Respectfully yours,

A handwritten signature in black ink that reads "Paul D. Kauchich". The signature is written in a cursive style with a large, looped 'P' and a clear, legible name.

Paul D. Kauchich, PE
Director of Engineering and Operations

PDK

check to vault 3/6/18 ML



APPLICATION FOR 24 HR MALT BEVERAGE
OR LIQUOR CATERING PERMIT

Permit Time: 2pm To Midnight

Name of Event: HARDIN/MACKIE WEDDING

Permit Date(s): 5/26/18 to 5/26/18 Times of Event: 2pm to MIDNIGHT

No. of Days Permitted: 1 Fee per day: \$75.00 Total Fee: 75.00

Applicant: LEWIS INC D/B/A: Buddha Bob's Liquor Catering

Contact Person: WING LEW Phone: (307) 362-6541

Company Location: 1549 9th St City: RS State: Wyo Zip: 82901

Mailing Address: " City: " State: " Zip: "

Business Phone: (307) 362-6541 Email address: Wingsands@yahoo.com

Location of Event/Sales: BUNNING FREIGHT STATION

**Applicants that are receiving anything of value (i.e. money, goods and/or services)
From any industry representative must answer the following:**

As an applicant for a 24 hour malt beverage or catering permit, you are:

A nonprofit corporation organized under the laws of this state: YES ☐ NO ☒

Qualified as a tax exempt organization under the Internal Revenue Code: YES ☐ NO ☒

And have been in continuous operation for not less than two (2) years. YES ☐ NO ☒

FILING AS: ☐ Individual ☐ Partnership ☒ Corporation ☐ LLC ☐ LLP

NOTE: Individual and Partnership filers must be domiciled residents of Wyoming for at least one year and not claimed residence in any other state in the last twelve months.

If a corporation, LLC, or LLP list the full names and residence address of all the officers and directors and of all shareholders owning jointly or severally ten percent (10%) or more of the stock of the corporation, LLC, or LLP. Use back of form if additional space is needed.

For Corp, LLC, LLP Applicants Legal Name	Date of Birth	DO NOT LIST PO BOXES Residence Address St., City, State, Zip	Residence Phone Number	No. of yrs. in Corp. or LLC	% of Stock Held	Have you been convicted of a Felony Violation - YES or NO	Have you been convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages? YES or NO
WING S. LEW	1/27/61	101 WILD ROSE RS Wyo 82901	307.389-1309	31	100%	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
						Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
						Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
						Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>

By filing this application, I agree to operate in Wyoming under the requirements of W.S.12-4-502 and all other applicable Wyoming laws and rules, and to file required sales tax reporting documents and taxes.

By signing this application, I acknowledge for LEWIS INC (Business Name) that all of the information provided is true and correct, and that I agree to meet the Wyoming operating conditions specified above. This application must be signed by an owner, partner, corporate officer, or LLC/LLP member.

VERIFICATION OF APPLICATION

(Requires signatures by ALL individuals, ALL Partners, ONW (1) LLC Member, TWO (2) Corporate Officers/Directors, or TWO (2) Club Officers. W.S.12-4-102(b))

Dated this 5th day of March, 2018.

Wang Jia Pan President
Applicant Signature

Applicant Signature

A Temporary Food Permit may be required for your event, by the Department of Agriculture. Please contact the Sweetwater County Health Officer at 333 Broadway, Suite 10, Rock Springs, or call (307) 352-6709 for further information.

Signature of Licensing Authority Official

Date

Law Enforcement Review Signature

Date

Comments: _____

Malt Beverage/Liquor Catering Permits for events at city facilities are reviewed by the Mayor and may require evidence of security for the event and liquor liability insurance in the amount of \$1,000,000.00 with the city of Rock Springs named as an additional insured.

Security Required? ☐ Yes ☐ No

Liquor Liability Insurance Required? ☐ Yes ☐ No

Jerry & Nancy Hardin
1928 Parkview Ave.
Rock Springs, WY 82901

Wing Lew
Sands Catering
1549 9th Street
Rock Springs, WY 82901

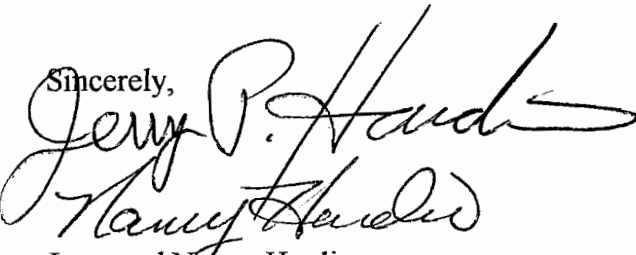
March 3, 2018

Dear Wing Lew and Mr. Pacheco,

This letter is in regards to the Hardin/Mackie wedding reception on May 26, 2018 being held at the Bunning Hall At The Freight Station. If the RS police department would happen to be called to this event the following guests have agreed to be contacted by the attending officers:

Brenda Pomrenke	307-371-2117
Brandy Dewar	307-240-4186
Jerry Hardin	307-389-0335
Nancy Hardin	307-389-4270

Thank you for assisting us in making this a wonderful event for our daughter and her fiancé!

Sincerely,

Jerry and Nancy Hardin



SANDCAT-01

MAMCNEILL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/07/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Wyoming Financial Insurance 503 W Main St Riverton, WY 82501	CONTACT NAME: Mary McNeill PHONE (A/C, No, Ext): (307) 857-4930 E-MAIL ADDRESS: mmcneill@werccs.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Capitol Specialty Insurance Corporation INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 10328
INSURED Sand's Catering Buddha Bob's Bar 1549 9th Street Rock Springs, WY 82901		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CS02319122	12/31/2017	12/31/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability			CS02319122	12/31/2017	12/31/2018	Occurrence 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Rock Springs
212 D Street
Rock Springs, WY 82901

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

check in
vault 3/16/18

1062



APPLICATION FOR 24 HR MALT BEVERAGE
OR LIQUOR CATERING PERMIT

Permit Time: 5:30 - 8:30 pm

Name of Event: UW Alumni Banquet

Permit Date(s): 4/20/18 to 4/20/18 Times of Event: 5:30 to 8:30 pm

No. of Days Permitted: 1 Fee per day: \$75.00 Total Fee: 75

Applicant: Santa Fe Trail D/B/A: Santa Fe Southwest Grill

Contact Person: Chris Soderlund Phone: (307) 760-4504

Company Location: 1635 Elk St City: R.S State: WY Zip: 82901

Mailing Address: Same City: _____ State: _____ Zip: _____

Business Phone: (307) 362-5427 Email address: santafetrail@live.com

Location of Event/Sales: Sweetwater County Events Complex

Applicants that are receiving anything of value (i.e. money, goods and/or services)
From any industry representative must answer the following:

As an applicant for a 24 hour malt beverage or catering permit, you are:

A nonprofit corporation organized under the laws of this state; YES ☐ NO ☒

Qualified as a tax exempt organization under the Internal Revenue Code: YES ☐ NO ☒

And have been in continuous operation for not less than two (2) years. YES ☒ NO ☐

FILING AS: ☐ Individual ☐ Partnership ☒ Corporation ☐ LLC ☐ LLP

NOTE: Individual and Partnership filers must be domiciled residents of Wyoming for at least one year and not claimed residence in any other state in the last twelve months.

If a corporation, LLC, or LLP list the full names and residence address of all the officers and directors and of all shareholders owning jointly or severally ten percent (10%) or more of the stock of the corporation, LLC, or LLP. Use back of form if additional space is needed.

For Corp, LLC, LLP Applicants Legal Name	Date of Birth	DO NOT LIST PO BOXES Residence Address St., City, State, Zip	Residence Phone Number	No. of yrs. in Corp. or LLC	% of Stock Held	Have you been convicted of a Felony Violation - YES or NO	Have you been convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages? YES or NO
COM Earls	9-11-73	3416 RS WY Brickyard ST	307-384-6722	9	49%	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Steve Patterson	12-17-71	1635 Elk St R.S WY 82901	307-389-6722	29	49%	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
GORDON PATTERSON	8/29/50	1753 WALNUT	389-5483	9	1%	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
MICK PATTERSON	10/21/50	RS WY	389-6371	9	1%	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

By filing this application, I agree to operate in Wyoming under the requirements of W.S.12-4-502 and all other applicable Wyoming laws and rules, and to file required sales tax reporting documents and taxes.

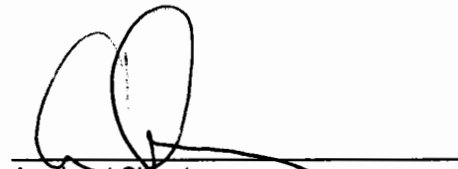
By signing this application, I acknowledge for Santa Fe Southwest Grill (Business Name) that all of the information provided is true and correct, and that I agree to meet the Wyoming operating conditions specified above. This application must be signed by an owner, partner, corporate officer, or LLC/LLP member.

VERIFICATION OF APPLICATION

(Requires signatures by ALL individuals, ALL Partners, ONW (1) LLC Member, TWO (2) Corporate Officers/Directors, or TWO (2) Club Officers. W.S.12-4-102(b))

Dated this 5 day of February, 2018


Applicant Signature


Applicant Signature

A Temporary Food Permit may be required for your event, by the Department of Agriculture. Please contact the Sweetwater County Health Officer at 333 Broadway, Suite 10, Rock Springs, or call (307) 352-6709 for further information.

Signature of Licensing Authority Official

Date


Law Enforcement Review Signature

3/8/18
Date

Comments: Security Detail in place - 2SD. Scanners available
through Matt Kellan at the RSPD.

Malt Beverage/Liquor Catering Permits for events at city facilities are reviewed by the Mayor and may require evidence of security for the event and liquor liability insurance in the amount of \$1,000,000.00 with the city of Rock Springs named as an additional insured.

Security Required? ☒ Yes ☐ No

Liquor Liability Insurance Required? ☒ Yes ☐ No

Mike Higgins Security

**Santa Fe Southwest Grill
1635 Elk Street
Rock Springs, WY 82901
Banquet Cell: 307-389-1188**

March 5, 2018

Honorable Mayor Demshar
Rock Springs City Council Members
Rock Springs, Wyoming 82901

Re: Catering Permits

Mayor Demshar and Rock Springs City Council,

Santa Fe Southwest Grill respectfully requests two Catering Permits.

First Event:

University of Wyoming Alumni Banquet, April 20, 2018,
5:30 p.m. to 8:30 p.m. at Sweetwater County Events Complex
Security: Mike Kiggins .

Second Event:

Kiya and TJ Wedding Reception, August 11, 2018; 4pm to
midnight at the Bunning Freight Station. Security will be
Travis Schmidtberger and Robert Loomis.

With Kind Regards,



Cathy Witt

Enclosure: Check #18834 dated 2/15/18 \$150.00

check in
vault 3/16/18

2062



APPLICATION FOR 24 HR MALT BEVERAGE
OR LIQUOR CATERING PERMIT

Permit Time: 4pm -> Midnight

Name of Event: Kiya & TJ Wedding

Permit Date(s): 8/11/18 to 8/11/18 Times of Event: 4pm to Midnight

No. of Days Permitted: 1 ONE Fee per day: \$75.00 Total Fee: 75.00

Applicant: Santa Fe Trail, Inc D/B/A: Santa Fe Southwest Rail

Contact Person: Chris Seelermuel Phone: (307) 362-5427

Company Location: 1635 Elk St City: R.S. State: WY Zip: 82901

Mailing Address: Same City: _____ State: _____ Zip: _____

Business Phone: (307) 362-5427 Email address: santafetrail@live.com

Location of Event/Sales: Freight Station

Applicants that are receiving anything of value (i.e. money, goods and/or services)
From any industry representative must answer the following:

As an applicant for a 24 hour malt beverage or catering permit, you are:

A nonprofit corporation organized under the laws of this state; YES ☐ NO ☒

Qualified as a tax exempt organization under the Internal Revenue Code: YES ☐ NO ☒

And have been in continuous operation for not less than two (2) years. YES ☒ NO ☐

FILING AS: ☐ Individual ☐ Partnership ☒ Corporation ☐ LLC ☐ LLP

NOTE: Individual and Partnership filers must be domiciled residents of Wyoming for at least one year and not claimed residence in any other state in the last twelve months.

If a corporation, LLC, or LLP list the full names and residence address of all the officers and directors and of all shareholders owning jointly or severally ten percent (10%) or more of the stock of the corporation, LLC, or LLP. Use back of form if additional space is needed.

For Corp, LLC, LLP Applicants Legal Name	Date of Birth	DO NOT LIST PO BOXES Residence Address St., City, State, Zip	Residence Phone Number	No. of yrs. in Corp. or LLC	% of Stock Held	Have you been convicted of a Felony Violation - YES or NO	Have you been convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages? YES or NO
Chris Seelermuel	9-11-73	3416 Brickyard R.S. WY 82901	(307) 6767	9	49%	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Shane Patterson	12-17-71	1635 Elk St R.S. WY 82901	307-389 6722	9	49%	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Micki Gordon	10/21/50	1753 WALNUT ROCKSPRINGS	3896371	9	1%	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Shane Patterson	8/29/56		3895485	9	1%	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

By filing this application, I agree to operate in Wyoming under the requirements of W.S.12-4-502 and all other applicable Wyoming laws and rules, and to file required sales tax reporting documents and taxes.


By signing this application, I acknowledge for Santa Fe Southwest Co. (Business Name) that all of the information provided is true and correct, and that I agree to meet the Wyoming operating conditions specified above. This application must be signed by an owner, partner, corporate officer, or LLC/LLP member.

VERIFICATION OF APPLICATION

(Requires signatures by ALL individuals, ALL Partners, ONW (1) LLC Member, TWO (2) Corporate Officers/Directors, or TWO (2) Club Officers. W.S.12-4-102(b))

Dated this 5 day of February, 2018.


Applicant Signature


Applicant Signature

A Temporary Food Permit may be required for your event, by the Department of Agriculture. Please contact the Sweetwater County Health Officer at 333 Broadway, Suite 10, Rock Springs, or call (307) 352-6709 for further information.

Signature of Licensing Authority Official

Date


Law Enforcement Review Signature

3/8/18
Date

Comments: SECURITY DETAIL NAMED ON ATTACHED LETTER.

Malt Beverage/Liquor Catering Permits for events at city facilities are reviewed by the Mayor and may require evidence of security for the event and liquor liability insurance in the amount of \$1,000,000.00 with the city of Rock Springs named as an additional insured.

Security Required? ☒ Yes ☐ No

Liquor Liability Insurance Required? ☒ Yes ☐ No

Security
Travis Schmidtberger
& Robert Loomis



CERTIFICATE OF LIABILITY INSURANCE

SANTA-2

OP ID: ME

DATE (MM/DD/YYYY)

03/07/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Tegeler & Associates-RS PO Box 1107 Rock Springs, WY 82902 John T. Pivic (Zeke)		CONTACT NAME: John T. Pivic (Zeke) PHONE (A/C, No, Ext): 307-362-5655 E-MAIL ADDRESS: zpivic@tegelerinsurance.com FAX (A/C, No): 307-362-6635	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Nationwide	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED Santa Fe Trail, Inc. Nine Iron Grill, Inc. 1635 Elk Street Rock Springs, WY 82901		NAIC # 42579	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		ACP7545765633	09/01/2017	09/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
X	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			ACP7545765633	09/01/2017	09/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

August 11 - Bunning Freight Station

CERTIFICATE HOLDER

CITYORO

City of Rock Springs
 212 D Street
 Rock Springs, WY 82901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**Santa Fe Southwest Grill
1635 Elk Street
Rock Springs, WY 82901
Banquet Cell: 307-389-1188**

March 5, 2018

Honorable Mayor Demshar
Rock Springs City Council Members
Rock Springs, Wyoming 82901

Re: Catering Permits

Mayor Demshar and Rock Springs City Council,

Santa Fe Southwest Grill respectfully requests two Catering Permits.

First Event:

University of Wyoming Alumni Banquet, April 20, 2018,
5:30 p.m. to 8:30 p.m. at Sweetwater County Events Complex
Security: Mike Kiggins .

Second Event:

Kiya and TJ Wedding Reception, August 11, 2018; 4pm to
midnight at the Bunning Freight Station. Security will be
Travis Schmidtberger and Robert Loomis.

With Kind Regards,



Cathy Witt

Enclosure: Check #18834 dated 2/15/18 \$150.00

check
in vault,
approved by
OR City Council

**APPLICATION FOR 24 HR MALT BEVERAGE
OR LIQUOR CATERING PERMIT**

Rock Springs

Permit Time: 4pm - 12a

Name of Event: Ducks Unlimited

Permit Date(s): 4/7/18 to 4/7/18 Times of Event: 4pm to midnight

No. of Days Permitted: 1 Fee per day: \$75.00 Total Fee: 75.00

Applicant: Ponderosa Bar Inc D/B/A: Ponderosa Bar

Contact Person: Susan Dickinson Phone: (307) 350-5815

Company Location: 41 E Railroad^{AV} City: Green River State: WY Zip: 82935

Mailing Address: Same City: _____ State: _____ Zip: _____

Business Phone: (307) 875-4614 Email address: ponderosataVERN@gmail.com

Location of Event/Sales: Sweet Water Events Complex

**Applicants that are receiving anything of value (i.e. money, goods and/or services)
From any industry representative must answer the following:**

As an applicant for a 24 hour malt beverage or catering permit, you are:

A nonprofit corporation organized under the laws of this state;

YES ☐ NO ☒

Qualified as a tax exempt organization under the Internal Revenue Code;

YES ☐ NO ☒

And have been in continuous operation for not less than two (2) years.

YES ☒ NO ☐

FILING AS: ☐ Individual ☐ Partnership ☒ Corporation ☐ LLC ☐ LLP

NOTE: Individual and Partnership filers must be domiciled residents of Wyoming for at least one year and not claimed residence in any other state in the last twelve months.

If a corporation, LLC, or LLP list the full names and residence address of all the officers and directors and of all shareholders owning jointly or severally ten percent (10%) or more of the stock of the corporation, LLC, or LLP. Use back of form if additional space is needed.

For Corp, LLC, LLP Applicants Legal Name	Date of Birth	DO NOT LIST PO BOXES Residence Address St, City, State, Zip	Residence Phone Number	No. of yrs. in Corp. or LLC	% of Stock Held	Have you been convicted of a Felony Violation - YES or NO	Have you been convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages? YES or NO
Susan Dickinson	2-14-66	519 Fremont Circle Rock Springs	307350 5815	2	100	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
						Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
						Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
						Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>

By filing this application, I agree to operate in Wyoming under the requirements of W.S.12-4-502 and all other applicable Wyoming laws and rules, and to file required sales tax reporting documents and taxes.

By signing this application, I acknowledge for Ponderosa Bar Inc (Business Name) that all of the information provided is true and correct, and that I agree to meet the Wyoming operating conditions specified above. This application must be signed by an owner, partner, corporate officer, or LLC/LLP member.

VERIFICATION OF APPLICATION

(Requires signatures by ALL individuals, ALL Partners, ONW (1) LLC Member, TWO (2) Corporate Officers/Directors, or TWO (2) Club Officers. W.S.12-4-102(b))

Dated this 5 day of March, 2018.

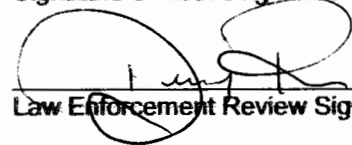


Applicant Signature

Applicant Signature

A Temporary Food Permit may be required for your event, by the Department of Agriculture. Please contact the Sweetwater County Health Officer at 333 Broadway, Suite 10, Rock Springs, or call (307) 352-6709 for further information.

Signature of Licensing Authority Official



Law Enforcement Review Signature

Date

3/6/18

Date

Comments: I.D. SCANNERS ARE AVAILABLE FROM COMMUNAL
RESERVE DESPD AT NO COST.

Malt Beverage/Liquor Catering Permits for events at city facilities are reviewed by the Mayor and may require evidence of security for the event and liquor liability insurance in the amount of \$1,000,000.00 with the city of Rock Springs named as an additional insured.

Security Required? ☐ Yes ☐ No

Liquor Liability Insurance Required? ☐ Yes ☐ No

Date: 2/1/2018

To: Rock Springs City Council

From: Mike Kiggins

Ref: Security for Ducks unlimited

Honorable Mayor and Council

I, Mike Kiggins, with Kiggins Safety & Security will be providing security for the Ducks Unlimited at the Sweetwater Events Complex on April 7th 2018

If you have any questions or concerns please feel free to call me at 382-3509

Thank you

Michael Kiggins



City Council Agenda

Resolutions

2018
3/6/18

RESOLUTION NO. 2018- 37

A RESOLUTION AUTHORIZING AND APPROVING A REQUEST FROM THE ROCK SPRINGS HOUSING AUTHORITY TO ADD A SEASONAL LABORER POSITION.

WHEREAS, the Rock Springs Housing Authority has submitted a request to add a Seasonal Laborer Position; and,

WHEREAS, the Governing Body of the City of Rock Springs has said Seasonal Laborer Position Request before it and has given it careful review and consideration.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ROCK SPRINGS, STATE OF WYOMING:

Section 1. That the Request from the Rock Springs Housing Authority to add and fill a Seasonal Laborer Position, attached hereto and by this reference made a part hereof, is hereby accepted and approved by the Governing Body of said City.

PASSED AND APPROVED this _____ day of _____, 2018.

President of the Council

Attest:

Mayor

City Clerk



Rock Springs Housing Authority
233 C Street
Rock Springs, WY 82901
307-352-1471
307-352-1474 (fax)

February 27, 2018

MEMO

To: Honorable Mayor Carl R. Demshar, Jr. and City Councilors

From: April Thompson, Supervisor, Rock Springs Housing Authority

Re: Permission to add Seasonal Laborer Position/Fill Seasonal Laborer Position

At this time, I am requesting permission to add a seasonal laborer position at the Rock Springs Housing Authority (RSHA). In the past, the RSHA has contracted with the Parks Department for the grounds maintenance of our housing units. To be more efficient and cost effective we would like to add and fill a seasonal laborer position, rather than a maintenance contract with the Parks Department. This position will allow us to maintain our grounds, playgrounds and parking area's in a more effective manner.

Thank you in advance for your consideration.

April Thompson

Housing Supervisor

Rock Springs Housing Authority

HOUSING RESOLUTION NO. 2018-38

A RESOLUTION ACCEPTING AND APPROVING PUBLIC HOUSING AUTHORITY (PHA) PLANS, AND AUTHORIZING CARL R DEMSHAR JR., ACTING IN HIS CAPACITY AS CHAIRMAN OF THE ROCK SPRINGS HOUSING BOARD TO EXECUTE CERTIFICATIONS OF COMPLIANCE WITH THE PHA PLAN.

WHEREAS, the Rock Springs Housing Authority has prepared a Public Housing Authority an Annual Plan for fiscal year 2019 and has made said Plans available for review at its office in Rock Springs; and,

WHEREAS, the Rock Springs Housing Authority has submitted the Annual Plan for the Fiscal Year 2019 to the Rock Springs Housing Board for its approval; and,

WHEREAS, the Department of Housing and Urban Development requires both Plans to be certified by the Chairman of the Rock Springs Housing Board.

NOW, THEREFORE, BE IT RESOLVED BY THE HOUSING BOARD OF THE CITY OF ROCK SPRINGS, STATE OF WYOMING.

Section 1. That the Public Housing Authority's (PHA) Annual Plan for Fiscal Year 2019 are hereby accepted and approved by the Rock Springs Housing Board.

Section 2. That the Chairman of the Rock Springs Housing Board is hereby authorized to execute the required certifications for said Plan.

PASSED AND APPROVED this 20th day of March 2018.

President of the Board

Chairman/Mayor

ATTEST:

City Clerk

DMJ
3/6/18

Rock Springs Housing Authority
233 C Street
Rock Springs, WY 82901
307-352-1471
307-352-1474(fax)



Rock Springs Housing Authority Annual Plan FY19

The Rock Springs Housing Authority continues to provide high quality, affordable and sustainable housing opportunities to the elderly, disabled and economically disadvantaged families who are unable to obtain housing through conventional means, while continuing to promote economic independence and stability for our residents. Through responsible leadership, teamwork and collaboration we are the source for positive change and revitalization in our community. With employee development, growth and participation our dedicated staff will continue to provide the resources needed so that our residents can secure a better way of life.

The Rock Springs Housing Authority (RSHA) is continuing with the goals set forth in the approved 2015, 5 year plan.

Goal: To establish strong community partnerships

Objectives:

- RSHA will strive to provide independent living resources and referral program to elderly and disabled residents.
- RSHA will work to enhance current partnerships with health and human services agencies and develop new partnerships to promote independent living resources for residents.
- RSHA will work to enhance current partnerships with educational institutions that provide additional support services

Goal: Increase the availability of decent, safe, and affordable housing.

Objectives:

- RSHA will apply for other voucher assistance programs as available to meet critical housing needs.
- Leverage private or other public funds to create additional housing opportunities: The Authority will work towards increasing alternative funding to reduce reliance on Federal funding
- Conduct outreach efforts to potential voucher landlords

Goal: Improve the quality of assisted housing

Objectives:

- RSHA's goal is to in maintain a High Performer status designation for the Public Housing Assessment Subsystem (PHAS) scoring in all areas.
- Maintain High Performer status designation on the Section Eight Management Assessment Program (SEMAP) and increase SEMAP scoring in all areas where improvement can be achieved.
- Renovate or modernize public housing units

Goal: Promote self-sufficiency and asset development of assisted households

Objectives:

- Increase the number and percentage of employed persons in assisted families
- Provide or attract supportive services to improve assistance recipients' employability
- Provide or attract supportive services to increase independence for the elderly or families with disabilities

The housing needs of the extremely low income, very low income and low-income families who reside in the Rock Springs and Sweetwater County are reflected in the waiting list of the Rock Springs Housing Authority (RSHA), as well as other affordable housing in the area. We currently have thirty-seven (37) people on our public housing waiting list. Currently the list shows that thirty-five (35) people are extremely low income, two (2) are very low income. This is an increase over last year.

Sweetwater County does not have a homeless shelter or transitional housing at this time. Those in need of immediate housing are referred to local organizations or the nearest shelter, which is over 3 hours away.

Sweetwater County and Rock Springs have few industries that are not energy related. While the economy seems to have stabilized in some areas, the needs of affordable housing have climbed over the last year. Rents in the area are still high. This makes it even more difficult for lower income families to rent or buy a home. The number of income-based units in Sweetwater County/Rock Springs is not enough to support the number of families needing housing. The Rock Springs Housing Authority has collaborated with the Wyoming Association of Housing and Redevelopment, WCDA and other housing agencies throughout the state and are trying to address the growing need by establishing a Wyoming Housing Trust Fund.

Availability and affordability is still particularly scarce for families that need one (1) bedroom units and handicapped accessible units. Of the thirty-seven (37) people on our waiting list for public housing, 63% of the applicants are in need of one (1) bedroom units or handicap accessible units. Of the units available for rent in the privates sector many are old and in need of repair or rehabilitation. Most of the units available are not accessible to persons with handicaps or disabilities, further reducing the availability of housing for the elderly or handicapped.

Statement of Progress in Meeting Mission & Goals Described in the previous Five Year Plan

RSHA has worked hard to decrease our "unit turnaround time." Improved management practices for maintenance staff have reduced our unit "down time" and "make ready time." Last fiscal year maintenance turned 33 apartments and the average turnaround time was 7 days per unit. A total of 434 work orders were completed by maintenance as well as work in the common areas and grounds. New trees and bushes were planted and various sites. The average occupancy rate for the last year was 99.75%.

A new roof was installed at the Gobel site. This will improve energy efficiency and safety for the 16 units at the location as well as it improved the curb appeal.

The RSHA still employs Resident Managers at the Thompson Heights, Century Square and Plaza Court and the Gobel Grove complex. Having the resident managers on-site provides better security monitoring. The managers also work with tenants on-site to keep the sites clean and attractive and to encourage a peaceful and enjoyable environment for all.

Regular newsletters are prepared and delivered to each resident with advice and tips on lowering utility costs, budget management and other relevant topics. The RSHA works diligently to keep the communication open between management and residents and respond quickly, efficiently and courteously to resident needs and concerns in order improve customer satisfaction. The RSHA also strives to maintain and improve where necessary: landscaping, playgrounds and common areas shared by residents

Staff completed several courses this year, improving knowledge of the programs and maintenance inspections. The RSHA will continue to work to improve management and financial efficiency by providing adequate training to employees, prudently working within the RSHA budget and employing the most cost effective methods of unit maintenance as possible and securing competitively priced products and services for managing the office and units.

The RSHA has collaborated with the Sweetwater County Family Resource Center to better serve those individuals that need immediate assistance to prevent homelessness in our community. The RSHA leased office space to the non-profit and we are now able to refer individuals and families to more services. The services that are offered include gas assistance, utility assistance and emergency short-term rental assistance. They offer budgeting and finance classes as well as a safe place for supervised visitation. This is allowing us to meet our goal of establishing strong community partnerships.

During FY19 the RSHA will implement the new 'Smoke-Free Public Housing' rule that was effective 2/3/2017. This will include an ACOP revision, lease addendum, and public hearings. The RSHA has already started the process and is collaborating with the Wyoming Department of Health, to bring resources to its tenants.

The RSHA is currently defined as a High performer for the Public Housing program and attained a High Performer status designation on the Section Eight Management Assessment Program (SEMAP), which is the Housing Choice Voucher program.

Streamlined Annual PHA Plan <i>(High Performer PHAs)</i>	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires: 02/29/2016
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Purpose. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families

Applicability. Form HUD-50075-HP is to be completed annually by **High Performing PHAs**. PHAs that meet the definition of a Standard PHA, Troubled PHA, HCV-Only PHA, Small PHA, or Qualified PHA do not need to submit this form.

Definitions.

- (1) **High-Performer PHA** – A PHA that owns or manages more than 550 combined public housing units and housing choice vouchers, and was designated as a high performer on both of the most recent Public Housing Assessment System (PHAS) and Section Eight Management Assessment Program (SEMAP) assessments.
- (2) **Small PHA** - A PHA that is not designated as PHAS or SEMAP troubled, or at risk of being designated as troubled, and that owns or manages less than 250 public housing units and any number of vouchers where the total combined units exceeds 550.
- (3) **Housing Choice Voucher (HCV) Only PHA** - A PHA that administers more than 550 HCVs, was not designated as troubled in its most recent SEMAP assessment, and does not own or manage public housing.
- (4) **Standard PHA** - A PHA that owns or manages 250 or more public housing units and any number of vouchers where the total combined units exceeds 550, and that was designated as a standard performer in the most recent PHAS or SEMAP assessments.
- (5) **Troubled PHA** - A PHA that achieves an overall PHAS or SEMAP score of less than 60 percent.
- (6) **Qualified PHA** - A PHA with 550 or fewer public housing dwelling units and/or housing choice vouchers combined, and is not PHAS or SEMAP troubled.

A.	PHA Information.																														
A.1	<p> PHA Name: <u>Rock Springs Housing Authority</u> PHA Code: <u>WY003</u> PHA Type: <input checked="" type="checkbox"/> Small <input checked="" type="checkbox"/> High Performer PHA Plan for Fiscal Year Beginning: (MM/YYYY): <u>07/01/2019</u> PHA Inventory (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above) Number of Public Housing (PH) Units <u>100</u> Number of Housing Choice Vouchers (HCVs) <u>67 (15 VASH)</u> Total Combined <u>167</u> PHA Plan Submission Type: <input checked="" type="checkbox"/> Annual Submission <input type="checkbox"/> Revised Annual Submission </p> <p> Availability of Information. In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information of the PHA policies contained in the standard Annual Plan, but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official website. PHAs are also encouraged to provide each resident council a copy of their PHA Plans. </p> <p> <input type="checkbox"/> PHA Consortia: (Check box if submitting a Joint PHA Plan and complete table below) </p> <table border="1" style="width: 100%;"> <thead> <tr> <th rowspan="2">Participating PHAs</th> <th rowspan="2">PHA Code</th> <th rowspan="2">Program(s) in the Consortia</th> <th rowspan="2">Program(s) not in the Consortia</th> <th colspan="2">No. of Units in Each Program</th> </tr> <tr> <th>PH</th> <th>HCV</th> </tr> </thead> <tbody> <tr> <td>Lead PHA:</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>					Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program		PH	HCV	Lead PHA:																	
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				PH	HCV																										
Lead PHA:																															

B.	Annual Plan Elements
B.1	<p>Revision of PHA Plan Elements.</p> <p>(a) Have the following PHA Plan elements been revised by the PHA since its last Annual PHA Plan submission? Y N</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Statement of Housing Needs and Strategy for Addressing Housing Needs. <input type="checkbox"/> <input checked="" type="checkbox"/> Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions. <input type="checkbox"/> <input checked="" type="checkbox"/> Financial Resources. <input type="checkbox"/> <input checked="" type="checkbox"/> Rent Determination. <input type="checkbox"/> <input checked="" type="checkbox"/> Homeownership Programs. <input type="checkbox"/> <input checked="" type="checkbox"/> Safety and Crime Prevention. <input type="checkbox"/> <input checked="" type="checkbox"/> Pet Policy. <input type="checkbox"/> <input checked="" type="checkbox"/> Substantial Deviation. <input type="checkbox"/> <input checked="" type="checkbox"/> Significant Amendment/Modification</p> <p>(b) The PHA must submit its Deconcentration Policy for Field Office Review.</p> <p>(c) If the PHA answered yes for any element, describe the revisions for each element below:</p>
B.2	<p>New Activities.</p> <p>(a) Does the PHA intend to undertake any new activities related to the following in the PHA's current Fiscal Year? Y N</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Hope VI or Choice Neighborhoods. <input type="checkbox"/> <input checked="" type="checkbox"/> Mixed Finance Modernization or Development. <input type="checkbox"/> <input checked="" type="checkbox"/> Demolition and/or Disposition. <input type="checkbox"/> <input checked="" type="checkbox"/> Conversion of Public Housing to Tenant Based Assistance. <input type="checkbox"/> <input checked="" type="checkbox"/> Conversion of Public Housing to Project-Based Assistance under RAD. <input type="checkbox"/> <input checked="" type="checkbox"/> Project Based Vouchers. <input type="checkbox"/> <input checked="" type="checkbox"/> Units with Approved Vacancies for Modernization. <input type="checkbox"/> <input checked="" type="checkbox"/> Other Capital Grant Programs (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants).</p> <p>(b) If any of these activities are planned for the current Fiscal Year, describe the activities. For new demolition activities, describe any public housing development or portion thereof, owned by the PHA for which the PHA has applied or will apply for demolition and/or disposition approval under section 18 of the 1937 Act under the separate demolition/disposition approval process. If using Project-Based Vouchers (PBVs), provide the projected number of project based units and general locations, and describe how project basing would be consistent with the PHA Plan.</p>
B.3	<p>Progress Report.</p> <p>Provide a description of the PHA's progress in meeting its Mission and Goals described in the PHA 5-Year Plan.</p> <p>See Attached</p>

B.4.	<p>Most Recent Fiscal Year Audit.</p> <p>(a) Were there any findings in the most recent FY Audit?</p> <p>Y N <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>(b) If yes, please describe:</p>
<p>Other Document and/or Certification Requirements.</p>	
C.1	<p>Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan</p> <p>Form 50077-ST-HCV-HP, <i>Certification of Compliance with PHA Plans and Related Regulations</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p>
C.2	<p>Civil Rights Certification.</p> <p>Form 50077-ST-HCV-HP, <i>Certification of Compliance with PHA Plans and Related Regulations</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p>
C.3	<p>Resident Advisory Board (RAB) Comments.</p> <p>(a) Did the RAB(s) provide comments to the PHA Plan?</p> <p>Y N <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.</p> <p>The RAB board was unable to meet to help with the annual plan, due to election of new members and scheduling conflicts.</p>
C.4	<p>Certification by State or Local Officials.</p> <p>Form HUD 50077-SL, <i>Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p>
D	<p>Statement of Capital Improvements. Required in all years for all PHAs completing this form that administer public housing and receive funding from the Capital Fund Program (CFP).</p>
D.1	<p>Capital Improvements. Include a reference here to the most recent HUD-approved 5-Year Action Plan (HUD-50075.2) and the date that it was approved by HUD.</p> <p>Gobel roof replacement was completed. The most recent 5-Year Action Plan was approved by HUD July 1, 2015.</p>

Instructions for Preparation of Form HUD-50075-HP Annual Plan for High Performing PHAs

A. PHA Information. All PHAs must complete this section.

- A.1 Include the full PHA Name, PHA Code, PHA Type, PHA Fiscal Year Beginning (MM/YYYY), PHA Inventory, Number of Public Housing Units and or Housing Choice Vouchers (HCVs), PHA Plan Submission Type, and the Availability of Information, specific location(s) of all information relevant to the public hearing and proposed PHA Plan. (24 CFR §903.23(4)(e))

PHA Consortia: Check box if submitting a Joint PHA Plan and complete the table. (24 CFR §943.128(a))

B. Annual Plan.

B.1 Revision of PHA Plan Elements. PHAs must:

Identify specifically which plan elements listed below that have been revised by the PHA. To specify which elements have been revised, mark the "yes" box. If an element has not been revised, mark "no."

☐ **Statement of Housing Needs and Strategy for Addressing Housing Needs.** Provide a statement addressing the housing needs of low-income, very low-income and extremely low-income families and a brief description of the PHA's strategy for addressing the housing needs of families who reside in the jurisdiction served by the PHA. The statement must identify the housing needs of (i) families with incomes below 30 percent of area median income (extremely low-income), (ii) elderly families and families with disabilities, and (iii) households of various races and ethnic groups residing in the jurisdiction or on the waiting list based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. For years in which the PHA's 5-Year PHA Plan is also due, this information must be included only to the extent it pertains to the housing needs of families that are on the PHA's public housing and Section 8 tenant-based assistance waiting lists. 24 CFR §903.7(a)(1) and 24 CFR §903.12(b). Provide a description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. For years in which the PHA's 5-Year PHA Plan is also due, this information must be included only to the extent it pertains to the housing needs of families that are on the PHA's public housing and Section 8 tenant-based assistance waiting lists. 24 CFR §903.7(a)(2)(ii) and 24 CFR §903.12(b).

☐ **Deconcentration and Other Policies that Govern Eligibility, Selection and Admissions.** Describe the PHA's admissions policy for deconcentration of poverty and income mixing of lower-income families in public housing. The Deconcentration Policy must describe the PHA's policy for bringing higher income tenants into lower income developments and lower income tenants into higher income developments. The deconcentration requirements apply to general occupancy and family public housing developments. Refer to 24 CFR §903.2(b)(2) for developments not subject to deconcentration of poverty and income mixing requirements. 24 CFR §903.7(b) Describe the PHA's procedures for maintaining waiting lists for admission to public housing and address any site-based waiting lists. 24 CFR §903.7(b) A statement of the PHA's policies that govern resident or tenant eligibility, selection and admission including admission preferences for both public housing and HCV. (24 CFR §903.7(b) Describe the unit assignment policies for public housing. 24 CFR §903.7(b)

☐ **Financial Resources.** A statement of financial resources, including a listing by general categories, of the PHA's anticipated resources, such as PHA operating, capital and other anticipated Federal resources available to the PHA, as well as tenant rents and other income available to support public housing or tenant-based assistance. The statement also should include the non-Federal sources of funds supporting each Federal program, and state the planned use for the resources. (24 CFR §903.7(c))

☐ **Rent Determination.** A statement of the policies of the PHA governing rents charged for public housing and HCV dwelling units, including applicable public housing flat rents, minimum rents, voucher family rent contributions, and payment standard policies. (24 CFR §903.7(d))

☐ **Homeownership Programs.** A description of any homeownership programs (including project number and unit count) administered by the agency or for which the PHA has applied or will apply for approval. For years in which the PHA's 5-Year PHA Plan is also due, this information must be included only to the extent that the PHA participates in homeownership programs under section 8(y) of the 1937 Act. (24 CFR §903.7(k) and 24 CFR §903.12(b).

☐ **Safety and Crime Prevention (VAWA).** A description of: 1) Any activities, services, or programs provided or offered by an agency, either directly or in partnership with other service providers, to child or adult victims of domestic violence, dating violence, sexual assault, or stalking; 2) Any activities, services, or programs provided or offered by a PHA that helps child and adult victims of domestic violence, dating violence, sexual assault, or stalking, to obtain or maintain housing; and 3) Any activities, services, or programs provided or offered by a public housing agency to prevent domestic violence, dating violence, sexual assault, and stalking, or to enhance victim safety in assisted families. (24 CFR §903.7(m)(5))

☐ **Pet Policy.** Describe the PHA's policies and requirements pertaining to the ownership of pets in public housing. (24 CFR §903.7(n))

☐ **Substantial Deviation.** PHA must provide its criteria for determining a "substantial deviation" to its 5-Year Plan. (24 CFR §903.7(r)(2)(i))

☐ **Significant Amendment/Modification.** PHA must provide its criteria for determining a "Significant Amendment or Modification" to its 5-Year and Annual Plan. Should the PHA fail to define 'significant amendment/modification', HUD will consider the following to be 'significant amendments or modifications': a) changes to rent or admissions policies or organization of the waiting list; b) additions of non-emergency public housing CFP work items (items not included in the current CFP Annual Statement or CFP 5-Year Action Plan); or c) any change with regard to demolition or disposition, designation, homeownership programs or conversion activities. See guidance on HUD's website at: Notice PIH 1999-51. (24 CFR §903.7(r)(2)(ii))

If any boxes are marked "yes", describe the revision(s) to those element(s) in the space provided.

PHAs must submit a Deconcentration Policy for Field Office review. For additional guidance on what a PHA must do to deconcentrate poverty in its development and comply with fair housing requirements, see 24 CFR 903.2. (24 CFR §903.23(b))

B.2 New Activities. If the PHA intends to undertake any new activities related to these elements or discretionary policies in the current Fiscal Year, mark “yes” for those elements, and describe the activities to be undertaken in the space provided. If the PHA does not plan to undertake these activities, mark “no.”

☐ **Hope VI.** 1) A description of any housing (including project name, number (if known) and unit count) for which the PHA will apply for HOPE VI; and 2) A timetable for the submission of applications or proposals. The application and approval process for Hope VI is a separate process. See guidance on HUD’s website at: <http://www.hud.gov/offices/pih/programs/ph/hopec6/index.cfm>. (Notice PIH 2010-30)

☐ **Mixed Finance Modernization or Development.** 1) A description of any housing (including name, project number (if known) and unit count) for which the PHA will apply for Mixed Finance Modernization or Development; and 2) A timetable for the submission of applications or proposals. The application and approval process for Mixed Finance Modernization or Development is a separate process. See guidance on HUD’s website at: <http://www.hud.gov/offices/pih/programs/ph/hopec6/index.cfm>. (Notice PIH 2010-30)

☐ **Demolition and/or Disposition.** Describe any public housing projects owned by the PHA and subject to ACCs (including name, project number and unit numbers [or addresses]), and the number of affected units along with their sizes and accessibility features) for which the PHA will apply or is currently pending for demolition or disposition; and (2) A timetable for the demolition or disposition. This statement must be submitted to the extent that approved and/or pending demolition and/or disposition has changed. The application and approval process for demolition and/or disposition is a separate process. See guidance on HUD’s website at: http://www.hud.gov/offices/pih/centers/sac/demo_dispo/index.cfm. (24 CFR §903.7(h))

☐ **Conversion of Public Housing.** Describe any public housing building(s) (including project number and unit count) owned by the PHA that the PHA is required to convert or plans to voluntarily convert to tenant-based assistance; 2) An analysis of the projects or buildings required to be converted; and 3) A statement of the amount of assistance received to be used for rental assistance or other housing assistance in connection with such conversion. See guidance on HUD’s website at: <http://www.hud.gov/offices/pih/centers/sac/conversion.cfm>. (24 CFR §903.7(j))

☐ **Project-Based Vouchers.** Describe any plans to use HCVs for new project-based vouchers. (24 CFR §983.57(b)(1)) If using project-based vouchers, provide the projected number of project-based units and general locations, and describe how project-basing would be consistent with the PHA Plan.

☐ **Other Capital Grant Programs** (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants).

B.3 Progress Report. For all Annual Plans following submission of the first Annual Plan, a PHA must include a brief statement of the PHA’s progress in meeting the mission and goals described in the 5-Year PHA Plan. (24 CFR §903.7(r)(1))

B.4 Most Recent Fiscal Year Audit. If the results of the most recent fiscal year audit for the PHA included any findings, mark “yes” and describe those findings in the space provided. (24 CFR §903.7(p))

C. Other Document and/or Certification Requirements

C.1 Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan. Provide a certification that the following plan elements have been revised, provided to the RAB for comment before implementation, approved by the PHA board, and made available for review and inspection by the public. This requirement is satisfied by completing and submitting form HUD-50077 SM-HP.

C.2 Civil Rights Certification. Form HUD-50077 SM-HP, *PHA Certifications of Compliance with the PHA Plans and Related Regulation*, must be submitted by the PHA as an electronic attachment to the PHA Plan. This includes all certifications relating to Civil Rights and related regulations. A PHA will be considered in compliance with the AFFH Certification if: it can document that it examines its programs and proposed programs to identify any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with the local jurisdiction to implement any of the jurisdiction’s initiatives to affirmatively further fair housing; and assures that the annual plan is consistent with any applicable Consolidated Plan for its jurisdiction. (24 CFR §903.7(o))

C.3 Resident Advisory Board (RAB) comments. If the RAB provided comments to the annual plan, mark “yes,” submit the comments as an attachment to the Plan and describe the analysis of the comments and the PHA’s decision made on these recommendations. (24 CFR §903.13(c), 24 CFR §903.19)

C.4 Certification by State or Local Officials. Form HUD-50077-SL, *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan*, must be submitted by the PHA as an electronic attachment to the PHA Plan. (24 CFR §903.15)

D. Statement of Capital Improvements. PHAs that receive funding from the Capital Fund Program (CFP) must complete this section. (24 CFR 903.7 (g))

D.1 Capital Improvements. In order to comply with this requirement, the PHA must reference the most recent HUD approved Capital Fund 5 Year Action Plan. PHAs can reference the form by including the following language in Section C. 8.0 of the PHA Plan Template: “See HUD Form 50075.2 approved by HUD on XX/XX/XXXX.”

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced the 5-Year and Annual PHA Plan. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA’s operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA’s mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families.

Public reporting burden for this information collection is estimated to average 16.64 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Act Notice. The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

RESOLUTION NO. 2018- 39

A RESOLUTION ACCEPTING AND APPROVING A 2018-2019 FARMERS MARKET PROMOTION GRANT APPLICATION BETWEEN THE WYOMING BUSINESS COUNCIL AND THE CITY OF ROCK SPRINGS, AND AUTHORIZING CARL R. DEMSHAR, JR., AS MAYOR OF THE CITY OF ROCK SPRINGS, WYOMING, TO EXECUTE SAID GRANT APPLICATION ON BEHALF OF THE CITY.

WHEREAS, the City of Rock Springs and the Wyoming Business Council desire to enter into a 2018-2019 Wyoming Farmers Market Promotion Grant Application to help with the marketing costs associated with the promotion of Wyoming Farmers Markets; and,

WHEREAS, the Governing Body of the City of Rock Springs has said Grant Application before it and has given it careful review and consideration.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ROCK SPRINGS, STATE OF WYOMING:

Section 1. That the terms and provisions of the 2018-2019 Wyoming Farmers Market Promotion Grant Application with the Wyoming Business Council, attached hereto and by this reference made a part hereof, is hereby accepted and approved by the City of Rock Springs, Wyoming.

Section 2. That the Mayor of the City of Rock Springs, be, and he is hereby, authorized, empowered and directed to execute said Grant Application on behalf of said City; and that the City Clerk of said City, be, and he is hereby, authorized and directed to attach to said Grant Application a certified copy of this resolution.

PASSED AND APPROVED this _____ day of _____, 2018.

President of the Council

Mayor

Attest:

City Clerk



2018-2019 Farmers Market Promotion Grant Application

FARMERS

MARKET INFORMATION

1. Company Name: City of Rock Springs - Downtown UEA
2. Mailing Address: 1003 South Main
3. City/Zip: Rock Springs, WY. 82901
4. Organization Name & Type (Chamber, Association, etc.): Downtown Farmers Market
5. Contact Name/Title: Chad Banks | Manager
6. Phone: 307-352-1434
7. Email: Chad-banks@rs.wy.net 8. Web Site: downtownrs.com
9. Anticipated Beginning & End Dates of market: July 12 - Sept 13th
10. Years of Operation: 12 11. Day of the week and time of farmers market: Thursdays 4p-7p
12. Anticipated number of weekly vendors: 35 Anticipated number of Wyoming vendors: 30
13. Projected sales generated for the season: 9250.00 Taxable 28,250.00 Non-Taxable
14. Projected number of customers for the season: 3300
15. Projected promotional costs:

Advertising (radio, print, TV)	<u>2000.00</u>
Promotional materials (banners, flyers, signage, etc.)	<u>250.00</u>
Other:	<u>250.00</u>
Total projected promotional budget	<u>\$ 2500.00</u>

Estimated cost of Market Promotion: \$ 2500.00 Estimated reimbursement request: \$ 300.00
 (Not to exceed maximum of \$300.00)

I certify that the information provided is true and correct to the best of my knowledge.

[Signature] mgr 3/5/18
 Signature Title Date

Please email this form to Briana Tanaka at briana.tanaka@wyo.gov.

If you have questions, please contact Briana at briana.tanaka@wyo.gov or 307-777-6430.

This program has a limited amount of funds. Money will be dispersed on a first come, first serve basis.

FOR OFFICE USE ONLY

Dates of Service: _____	Date Received: _____
Approved Award Amount: _____	Budget Code: _____
Items Received: <input type="checkbox"/> Completed Application <input type="checkbox"/> Vendor Management Form <input type="checkbox"/> W-9	
Program Manager Approval: _____	Date: _____
Director Approval: _____	Date: _____



2018-2019 Farmers Market Promotion Grant Application

PURPOSE: The

Farmers Market Promotional Grant Program of the Wyoming Business Council is designed to assist with marketing costs associated with the promotion of Wyoming Farmers Markets.

TO QUALIFY FOR REIMBURSEMENT:

- Apply in advance and be pre-approved.
- Be sponsored by a local Wyoming government agency, a Wyoming association or local company, a Wyoming nonprofit organization (e.g. Chamber of Commerce), or a Wyoming producer association.
- Agree to display the Wyoming Business Council Grown in Wyoming logo on the printed promotional materials funded by this grant. The logo is available to download at growninwyoming.org.
- **Verify that the farmers markets will take place in Wyoming between June 1, 2018 and May 31, 2019.**
- Provide data related to aggregate sales and visitors at the end of the season.
- Submit applications by **Monday, April 2, 2018**. Applications must be e-mailed.

GENERAL GRANT INFORMATION

The Farmers Market Grant Program is a reimbursable grant; the applicant must pay all expenditures before the grant award may be disbursed. The organization shall function independently and shall assume sole responsibility of any debts or liabilities that may be incurred by the Farmers Market. The grant award may not be assigned. The Wyoming Business Council reserves the right to deny expenses that are deemed not in the best interest of the State of Wyoming.

Eligible expenditures: Marketing costs, including newspaper, radio/TV, signage, fliers, brochures and promotional items.

Ineligible expenditures: Wages, membership fees, postage fees, phone/internet fees, etc.

AWARD LIMITATIONS

A sponsoring Farmers Market Organization may receive up to \$300 for promotion of the Farmers Market.

REQUIREMENTS OF THE PARTICIPANT

Application Requirements:

- Submit a completed application outlining projected promotional costs.
- Complete and sign State Vendor Management Form and W-9 if a new applicant. These forms are available to download at growninwyoming.org.
- Submit the application (and other documents, if applicable) via email to briana.tanaka@wyo.gov.

Request for Reimbursement Requirements:

- Submit a completed Request for Reimbursement form, which will be emailed to the participant after the application has been approved. This form includes a Final Grant Report and Itemized Financial Report. Individual market information on the Final Grant Report and Itemized Financial Report will be used for Wyoming Business Council purposes only and will not be made public. Only aggregate information will be released. The information provided is used to evaluate the performance of the program and the impact farmers markets have on communities, the industry and the state.
- Submit copies of proof of payment (receipts, invoice noting "paid," market pictures, copy of ads or other printed materials).
- These documents and copies of these documents must be sent via email.

APPLICATION AND REIMBURSEMENT PROCESS

Participants must complete and return the application along with the required documents (State Vendor Management Form and W-9, if applicable). When the application is approved, the applicant will be notified via email, at which time the applicant will receive a copy of the Request for Reimbursement form. When this document has been approved, the applicant will be notified via email.



2018-2019 Farmers Market Promotion Grant Application

In one

paragraph, please describe how the funds will be used for your Farmers Market promotion. This description may be used for public communications regarding the Farmers Market grant (e.g. press release, success stories, etc.).

5/13/18
RESOLUTION NO. 2017- 40

A RESOLUTION ACCEPTING AND APPROVING A CONTRACT FOR SALE OF REAL PROPERTY LOCATED AT 538 PILOT BUTTE AVENUE TO JAMCO RENTALS, LLC, OWNED BY STEVEN JOHNSON AND HILLARY JOHNSON, HUSBAND AND WIFE, AND AUTHORIZING CARL R. DEMSHAR AS MAYOR OF THE CITY OF ROCK SPRINGS TO EXECUTE SAID CONTRACT ON BEHALF OF THE CITY OF ROCK SPRINGS.

WHEREAS, there is a certain parcel of real property owned by the City of Rock Springs, County of Sweetwater, State of Wyoming otherwise commonly known as "538 Pilot Butte Avenue"; and,

WHEREAS, the Governing Body of the City of Rock Springs has determined that it is in the best interests of the City of Rock Springs and its citizens that the City disposes of said real property in the manner provided by Wyoming Statute §15-1-112; and,

WHEREAS, sale of the real property was duly advertised and bids were obtained; and,

WHEREAS, Steven Johnson and Hilary Johnson, Husband and Wife, owners of JAMCO Rentals, LLC, responsible bidders, offered the high bid of TEN THOUSAND ONE HUNDRED TWO AND NO/100 DOLLARS (\$10,102.00).

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ROCK SPRINGS, STATE OF WYOMING:

Section 1. That the Contract For Sale of Real Property located at 538 Pilot butte Avenue, Rock Springs, County of Sweetwater, State of Wyoming, attached hereto and by this reference made a part hereof, is hereby accepted and approved by the Governing Body of the City of Rock Springs, Wyoming.

Section 2. That the Mayor of said City be, and he is hereby, authorized, empowered and directed to execute said contract on behalf of said City; and that the City Clerk of said City, be and he is hereby, authorized and directed to attach to said contract a certified copy of this resolution.

PASSED AND APPROVED this _____ day of _____, 2018.

President of the Council

Mayor

Attest:

City Clerk

AGREEMENT FOR THE PURCHASE OF REAL ESTATE

AGREEMENT MADE this 12th day of March, 2018,
by and between JAMCO Rentals, LLC whose address is 1993 Dewar
Drive #1-274, Rock Springs, Wyoming 82901, hereinafter referred
to as the "Buyers", and the City of Rock Springs, Wyoming, a
municipal corporation whose address is 212 D Street, Rock
Springs, Wyoming 82901, of the State of Wyoming, hereinafter
referred to as the "Seller".

W I T N E S S E T H:

WHEREAS, Seller is the owner of certain real property,
described herein; and,

WHEREAS, Seller desires to sell the same to Buyers; and

WHEREAS, Buyers desire to purchase said property owned by
Seller.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS
AND AGREEMENTS CONTAINED HEREIN, IT IS MUTUALLY AGREED AS
FOLLOWS:

1. GENERAL. The Seller and Buyers mutually agree that all
covenants and agreements herein contained to be kept and
performed by the parties hereto shall be binding upon, and the
benefits thereof shall inure to, their heirs, administrators,
executors, successors and assigns. Further, the parties mutually
agree to execute any and all documents necessary to give full
force and effect to this agreement.

2. SALE OF PROPERTY. The Seller does hereby agree to
sell, assign, transfer, set over, convey and deliver to Buyers,
said sale to be further evidenced by a good and sufficient
Warranty Deed, executed as provided herein, and the Buyers does
hereby agree to buy from the Seller, upon the terms and
conditions hereinafter set forth, the real property described in
"Exhibit A" and "Exhibit B" attached hereto and by this
reference specifically made a part hereof.

@Wb

3. PURCHASE PRICE AND TERMS. In consideration for the aforesaid property, the Buyers shall pay to the Seller the total sum of Ten Thousand One Hundred Two and no/100 Dollars (\$10,102.00), less the deposit previously submitted by the Buyers with their bid in the amount of Fifteen Hundred Six Dollars (\$1506.00), that sum being Eight Thousand Five Hundred Ninety Six Dollars (\$8596.00), payable immediately to Seller at closing.

4. POSSESSION. Possession of the above-described real property shall be delivered to Buyers at the time of closing which shall be at such time as mutually agreed upon by the parties.

5. TITLE. Title shall be conveyed to the following named Buyers as follows:

**JAMCO Rentals, LLC, Rock Springs,
Sweetwater County, Wyoming**

6. TITLE MERCHANTABLE. Title shall be merchantable in the Seller, except as stated in this paragraph. Subject to payment or tender as above provided and in compliance with the other terms and conditions hereunder by Buyers, the Seller shall execute and deliver a good and sufficient Warranty Deed in favor of the Buyers as set forth above, which shall include the release and waiver of all homestead rights, if any, and the Seller shall deliver the same to said Buyers at closing, conveying said real and personal properties free and clear of all liens and encumbrances, except:

- (a) Easements for utilities;
- (b) Building and zoning regulations;
- (c) City, state and county subdivision laws;
- (d) Reservations, restrictions, and easements of record, if any.

7. ENCUMBRANCES. Any encumbrance required to be paid shall be paid by the closing agent at the time of closing from the proceeds of this transaction.

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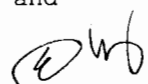
8. TITLE INSURANCE. Sellers shall obtain an abstract of title to said property, certified to date, or a current commitment for title insurance policy in an amount equal to the purchase price, at Buyers option and Seller's expense.

9. RISK OF LOSS. Risk of loss shall remain with the Seller until delivery of Deed. In the event the premises shall be damaged by fire or other casualty prior to time of closing, the Seller shall be obligated to repair the same before the date herein provided for delivery of Deed. In the event such damage cannot be repaired within said time or if such damage shall exceed such sum, this contract may be canceled at option of Buyers. Should the Buyers elect to carry out this Agreement despite such damage, such Buyers shall be entitled to all the credit for the insurance proceeds resulting from such damage. Should any fixtures or service fail between the date of this Agreement and the date of possession or the date of delivery of Deed, whichever shall be earlier, then the Seller shall be responsible for the repair or replacement of such fixtures or services with a unit of at least similar size, age, and quality.

10. OBLIGATIONS RELEASED. Except as stated in Paragraph 6, if title is not merchantable or otherwise recordable and written notice of such defect(s) is given by the Buyers or to the Seller or within the time herein provided for delivery of deed and shall not be rendered merchantable within 30 days after such written notice, then this contract, at Buyers option, may be declared void and of no effect, and each party hereto shall be released from all obligations hereunder and the payments made hereunder shall thereupon be returned forthwith to Buyers upon return of the abstract, if any, to Seller.

11. TIME. Time is of the Essence in this Agreement.

12. OTHER AGREEMENTS. All representations made in the negotiations of this sale have been incorporated herein, and



there are no verbal agreements or representations between Buyers, or Seller to modify the terms and conditions of this Agreement.

13. MULTIPLE COPIES. This agreement has been executed in multiple copies, and by placing their signatures hereon, the parties acknowledge that they have each received an original, signed copy.

Attest: CITY OF ROCK SPRINGS, WYOMING,
SELLER

CITY CLERK

MAYOR

(SEAL)

JAMCO Rentals, LLC,
BUYERS

STEVEN JOHNSON, OWNER

HILARY JOHNSON, OWNER

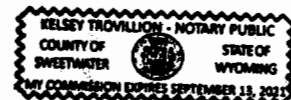
State of Wyoming)
: ss.
County of Sweetwater)

The foregoing instrument was subscribed, acknowledged and sworn to before me this 12th day of March, 2018 by Steven Johnson and Hilary Johnson, Owners of JAMCO Rentals, LLC, in the City of Rock Springs, Sweetwater County, Wyoming.

Witness my hand and official seal,

Notary Public

My Commission Expires September 13, 2021



*City of Rock Springs Community Center
Proposed Sale Property*

**EXHIBIT 'A'
Legal Description**

A parcel of land situate in the Southwest Quarter of the Southeast Quarter of Section 26 (SWSE 26), Resurvey Township 19 North, Range 105 West, Sixth Principal Meridian, Sweetwater County, Wyoming and comprising Lots 6, 7 & 8 and parts of Lots 1, 2, 3, 4 & 5 in Block 5 of the North Addition to the City of Rock Springs together with unplatted lands lying adjacent southerly of said Block 5, said parcel being more particularly described as follows:

Commencing at the most easterly corner of said Block 5 – North Addition;

Thence on the southeasterly boundary of said Block 5 - S 32° 12' 00" W for a distance of 65.00 feet to the southwesterly corner thereof;

Thence continuing S 32° 12' 00" W for a distance of 65.42 feet;

Thence N 80° 42' 22" W for a distance of 76.28 feet;

Thence N 58° 04' 26" W for a distance of 12.81 feet;

Thence N 27° 27' 16" W for a distance of 37.00 feet to a point on the southeasterly boundary of Lot 1, Block 5 – North Addition to the City of Rock Springs lying 67.52 feet northeasterly from the most southerly corner of said Lot 1;

Thence continuing N 27° 27' 16" W for a distance of 19.31 feet;

Thence N 33° 10' 54" E for a distance of 7.03 feet;

Thence N 24° 39' 43" W for a distance of 30.46 feet;

Thence N 65° 20' 16" E for a distance of 27.37 feet;

Thence N 62° 51' 29" E for a distance of 12.04 feet;

Thence parallel to and 20.00 feet distant southeasterly from the northwesterly boundary of said Block 5, North Addition - N 32° 12' 00" E for a distance of 74.76 feet to the northeasterly boundary thereof;

Thence on the northeasterly boundary of said Block 5, North Addition - S 57° 48' 11" E (Record: S57° 48' 00" E) for a distance of 135.95 feet to the Point of Beginning.

Said parcel contains an area of 20,367.2 SqFt or 0.468 Acres, more or less.

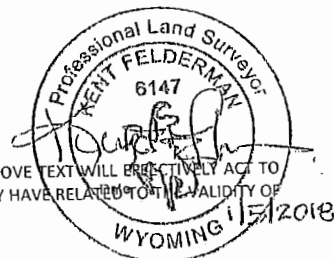
The base bearing for the above parcel is referred the official plat of said North Addition to the City of Rock Springs as filed for record on Page 37 - Book of Plats in the Office of the Sweetwater County Clerk and Recorder.

All in accordance with the Parcel Map labeled Exhibit B, attached hereto and by reference made a part hereof.

ANY DELETIONS, ADDITIONS, OR OTHER ALTERATIONS TO ANY PART OF THE ABOVE TEXT WILL EFFECTIVELY ACT TO NULLIFY ANY WARRANTY OR LIABILITY, EITHER EXPRESS OR IMPLIED, THAT I MAY HAVE RELATED TO THE VALIDITY OF THE LEGAL DESCRIPTION FOR THE SUBJECT PROPERTY.

Prepared By:

*Rocky Mountain Survey, Inc
503 Fifth Street
Rock Springs, WY 82901
307-382-2212*



Revised: December 28, 2017



Scale: 1" = 30'

BLOCK 6

Pilot Butte Ave

Dalgas St

BLOCK 4

EXHIBIT
B



PROPOSED SALE PARCEL
0.468 Acres, More or Less

Survey Notes

- The Basis of bearings shown hereon is referred to the official plat for the North Addition to the City of Rock Springs (Page 37 - Book of Plats).
- The easterly property boundary is coincident with that of Block 5 as established at record 40' parallel offset from the westerly boundary of Block 4 based on found monuments.
- The northerly property boundary is coincident with that of Block 5 as established at record 40' parallel offset from the southerly boundary of Block 4 based on found monuments.
- The westerly boundary of Block 5 (Lots 3 thru 8) was established at record 155.95' parallel offset from the easterly boundary Block 5 (best evidence).
- The easterly property boundary was established at record 20' parallel offset from said westerly lots boundary.
- The remaining property boundary was established based upon existing improvements on the land.

Legend

- Proposed Sale Property Boundary
- Subdivision Lot Boundary
- Deed Parcel Boundary
- Deed Book/Page

1 - 2

RESOLUTION NO. 2018- 4/

A RESOLUTION ACCEPTING AND APPROVING AN AGREEMENT BETWEEN THE CITY OF ROCK SPRINGS AND ROCK SPRINGS MAIN STREET/URBAN RENEWAL AGENCY, AND ABLE HANDS, AND AUTHORIZING CARL R. DEMSHAR, JR., AS MAYOR, AND MATTHEW L. MCBURNETT, AS CITY CLERK, TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY OF ROCK SPRINGS.

WHEREAS, the City of Rock Springs, through its Main Street/Urban Renewal Agency wishes to enter an Agreement with Able Hands with regards to the downtown beautification project which includes the installation and planting of flower pots throughout the downtown area; and,

WHEREAS, the Governing Body of the City of Rock Springs has said Agreement before it and has given it careful review and consideration.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ROCK SPRINGS, STATE OF WYOMING:

Section 1. That the Agreement with the City of Rock Springs, through its Main Street/Urban Renewal Agency and Able Hands with regards to the downtown beautification project, attached hereto and by this reference made a part hereof, is hereby accepted and approved by the Governing Body of the City of Rock Springs, Wyoming.

Section 2. That the Mayor of said City be, and he is hereby, authorized, empowered and directed to execute said Agreement on behalf of said City; and that the City Clerk of said City, be and he is hereby, authorized and directed to attach to said Agreement a certified copy of this resolution.

PASSED AND APPROVED this _____ day of _____, 2018.

President of the Council

Mayor

Attest:

City Clerk

AGREEMENT

This Agreement entered into this _____ day of _____, 2018, by and between the City of Rock Springs and Rock Springs Main Street/Urban Renewal Agency (hereinafter referred to as City), 212 D Street, Rock Springs, WY 82901 and Able Hands, 126 Elk Street, Rock Springs, WY 82901.

WHEREAS, the City, through its Main Street/Urban Renewal Agency has undertaken a downtown beautification project which includes the installation and planting of flower pots throughout the downtown area; and,

WHEREAS, Able Hands is a volunteer organization serving Rock Springs and its citizens; and,

WHEREAS, the Rock Springs Main Street/Urban Renewal Agency and Able Hands have agreed to permit Able Hands and its volunteers to water the flower pots referred to above.

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

1. Under the general supervision of the Main Street/Urban Renewal Agency, Able Hands will undertake the regular watering of the flower pots referred to above. Able Hands clients will work under the direct supervision of Max Mickelson, Monica Ruiz, Richard McDaniels and Cody Whitehead.
2. The Able Hands supervisors referred to above will be permitted to operate the City watering vehicle to perform the watering services.

CITY OF ROCK SPRINGS,

ABLE HANDS,

Carl R. Demshar, Jr.
Mayor

Max Mickelson

Title

Attest:

Attest:

City Clerk

3/14/18
RESOLUTION NO. 2018- 42

A RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND COUNCIL OF THE CITY OF ROCK SPRINGS, WYOMING, TO VACATE A PORTION OF THE PUBLIC RIGHT-OF-WAY OF THE HILLSIDE ADDITION TO THE CITY OF ROCK SPRINGS, SWEETWATER COUNTY, WYOMING.

WHEREAS, there exists a public right-of-way located in the Union Pacific Coal Company's Brooks Addition to the City of Rock Springs, Sweetwater County, Wyoming, as hereinafter described, said property being dedicated for use as an alley; and,

WHEREAS, a request for vacation of a portion of the right-of-way has been reviewed by the Planning and Zoning Commission, and recommendation for approval was given.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ROCK SPRINGS, STATE OF WYOMING:

Section 1. It is hereby declared to be the intention of the Mayor and Council of the City of Rock Springs, Wyoming, to vacate a portion of a public right-of-way located in the Union Pacific Coal Company's Brooks Addition to the City of Rock Springs, as more specifically described below:

A parcel of land situate in the Northwest Quarter of the Southwest Quarter of Section 35 (NWSW 35), Resurvey Township 19 North, Range 105 West of the 6th P.M., Sweetwater County, Wyoming and being a portion of McKeehan Avenue right-of-way as dedicated by the Hillside Addition to the City of Rock Springs, the official plat thereof being recorded in the Book of Plats on Page 35 in the Office of the Sweetwater County Clerk, said parcel being more particularly described as follows:

Beginning at the most southerly corner of Block 13 in said Hillside Addition;

Thence on the southeasterly boundary of said Block 13 - N 30° 34' E for a distance of 160.0 feet to the most easterly corner thereof;

Thence on the southwesterly boundary of the Smith Street right-of-way as dedicated by said Hillside Addition plat - S 59° 26' E for a distance of 50.0 feet to the most northerly corner of Block 14 in said Hillside Addition;

Thence on the northwesterly boundary of said Block 14 - S 30° 34' W for a distance of 150.0 feet to the most westerly corner thereof;

Thence N 70°44'36" W for a distance of 50.99 feet, more or less to the point of beginning.

Said parcel contains an area of 7,750.0 SqFt or 0.178 Acres, more or less.

Section 2. That the above-described parcel will be divided and shall be assigned to all lots or parcels adjacent to the area being vacated in equal proportions as required by law.

Section 3. The Mayor and Council of the City of Rock Springs, Wyoming, will meet to consider any and all remonstrances or objections to said vacation on April 3, 2018, at 7:00 p.m., at the City Council Chambers at the City Hall in said City.

Section 4. All protests, remonstrances or objections to the above described proposed vacation must be filed with the City Clerk of the City of Rock Springs, Wyoming, in writing, at least twenty-four (24) hours prior to the time set for the said hearing; and no protest, remonstrance or objection will be considered by the Mayor and Council of the City of Rock Springs, Wyoming, unless so filed in writing with the said City Clerk, within said time.

Section 5. The City Clerk shall forthwith publish notice in the manner and for the time provided by law of the intention of the Mayor and Council of the City of Rock Springs to vacate said public right-of-way of the Hillside Addition to the City of Rock Springs, Sweetwater County, Wyoming.

PASSED AND APPROVED this _____ day of _____, 2018.

President of the Council

Mayor

Attest:

City Clerk



Planning & Zoning Commission Staff Report

Revised June 14, 2017

Project Name: McKeehan Avenue Vacation
Project Number: PZ-17-00074
Report Date: June 12, 2017
Meeting Date: June 14, 2017

Applicant

Mr. Bob Layos
Layos & Layos LTD
210 Jade Street
Rock Springs, WY 82901

Engineer/Architect

Shawn Arnoldi, PE
William H. Smith & Associates
404 M Street
Rock Springs, WY 82901

Project Location

Layos Batch Plant Yard
Smith Street and McKeehan Avenue

Zoning

B-2 (Community Business District
Zone)

Public Notification

Property owner notice (300' radius)
mailed 6/5/2017

Ordinance References

§16-703, §15-4-305 (WY Statute)

Staff Representative

Amy M. Allen, PE
Acting City Planning

Attachments

Application
Adjacent Property Owner Notice
Survey Drawing/Division Diagram
Utility Review Comments

Request

Request for Vacation of a section of public street – McKeehan Avenue within the Layos Yard off of McKeehan Avenue and Smith Street.

Background

Layos and Layos is pursuing the vacation of this section of public roadway. They are currently using it in as part of their construction yard and the City is presently not maintaining this area. Layos and Layos Ltd recently were approved for a lot line adjustment to add property that was in the Layos yard but was part of a lot in Upland addition, 1113 Hilltop Drive.

Area Map



Area of McKeehan
to be Vacated

Analysis

Legal: The City of Rock Spring's vacation process draws authority from, and closely mirrors, the following requirements set forth in Wyoming State Statutes.

§ 15-4-305. Streets; vacation; petition required; consideration.

The governing body has the exclusive power and, by ordinance, may vacate any highway, street, lane or alley, or portion thereof. No vacation may be ordered except upon petition of a majority of the owners owning a majority of the property abutting on the portion proposed to be vacated and extending three hundred (300) feet in either direction from the portion proposed to be vacated. The city or town may demand and receive the value of the land vacated as consideration for the vacation.

Furthermore, the City of Rock Spring's Subdivision Ordinance provides additional process details in §16-703 section 'D'.

(D) When any part of a plat shall be vacated as the aforesaid, streets, alleys, and other public grounds shall be assigned to all lots or parcels adjacent to the public area being vacated in equal proportions.

There exist five parcels which abut the proposed vacation area, all of which are owned by Layos and Layos Ltd. Per the above mentioned Ordinance, the proposed vacation area would be divided into five parcels which would be transferred to the owners of the adjacent properties. This would result all of the vacated area being owned by Layos & Layos Ltd.

Impact:

It appears that there would be little to any negative impact on the neighborhood as a result of the proposed vacation. This street section is not necessary for the conveyance of people or goods in the day-to-day functioning of the neighborhood.

Utility Review (5/30/2017)

A Utility review meeting was held on 5/30/2017. Attached are all of the comments. Comments that were also relevant from the Lot Line Adjustments for this parcel are also included.

Planning – Deed Restrictions or easements for isolated parcels must be in place prior to being forwarded to City Council.

Joint Powers Water Board – An existing easement shall be required for the existing water line.

Engineering – see attached comments.

Property Owner Notification

Surrounding property owners located within 300' of the proposed vacation area were notified of the proposed request on June 5, 2017. At the time that this report was prepared, no comments written or verbal had been received.

Staff Recommendation

Staff will provide a formal recommendation following public comment at the meeting. At a minimum, the conditions of the Utility Review Committee will need to be met.

Next Steps

- Prior to placement on the City council agenda all utility review comments must be met.
- If the proposal is approved by the Rock Springs Planning & Zoning Commission at its June 14, 2017 meeting, the vacation request will be forwarded to the City Attorney's office for review.
- Deed restrictions for the isolated parcels or access easements will have to be submitted to planning and zoning and filed at the courthouse prior to City Council Approval to ensure that isolated parcels created by this vacation will not be sold without access,
- The proposal will require two City Council meetings to complete. The first meeting is the "Notice of Intent to Vacate". The second is the actual Vacation Resolution.
- Applicant or representative must be present at the Planning & Zoning Commission Meeting (6/14/17 at 7 p.m.) and the City Council meetings in order to avoid tabling this request.

**PLANNING AND ZONING
COMMISSION MINUTES**

June 14, 2017

Wednesday, 7:00 p.m.

City Hall, Rock Springs, Wyoming

Commissioners Present:	Chairman Joe Drnas Vice-Chairman Mike Shaw Mark Erickson Gabe Bustos	Sue Lozier Rosa Avalos Tim Sheehan
Commissioners Absent:	Lauren Schoenfeld, Matt Jackman	
Staff Present:	Amy Cox, Planning Technician Amy M. Allen, Director of Public Services	

CALL TO ORDER

Chairman Drnas called the meeting to order at 7:00 p.m.

ROLL CALL

After roll call it was determined that a quorum was present to proceed.

APPROVAL OF MINUTES

Chairman Drnas asked the Commission for any corrections or additions to the Minutes from the May 10, 2017, Planning and Zoning Commission Meeting.

With no corrections or additions, Chairman Drnas asked for a motion to accept the Minutes as presented.

Commissioner Shaw: Motion to approve the Minutes as written.

Commissioner Lozier: Second.

Vote: All in favor. Motion carried unanimously.

ACCEPTANCE OF STAFF REPORTS AND CORRESPONDENCE

Chairman Drnas asked for a motion to accept all correspondence and revised Staff Reports into the record.

Commissioner Shaw: Motion to accept all correspondence and Staff Reports into the record.

Commissioner Erickson: Second.

Vote: All in favor. Motion carried unanimously.

CHANGES TO THE AGENDA

There were none.

PUBLIC HEARINGS

- 1) **Petition for change to the Rock Springs Ordinance 16-202(A) Subdivision Language Amendment. Submitted by John Quintana petitioner, representing Sonrisa Holdings, LLC. (Project #: PZ-17-00080, Staff Representative: Amy Allen, Acting City Planner)**

Staff Report

Ms. Allen presented the Staff Report dated June 12, 2017, and revised Staff Report dated June 14, 2017, to the Commission.

Commissioner Questions for Staff

There were none.

Commissioner Questions for Applicant

Chairman Drnas asked the applicant or a representative for the project to come forward.

Richard Mathey, an attorney from Green River representing John Quintana and his business, along with Rob Gerard of Western Engineers & Geologists.

Mr. Mathey gave a presentation and distributed copies of the Wyoming State Statute and displayed a large map of Rock Springs to show areas that are not subdivided.

Commissioner Sheehan asked if the developer is doing this as he boxed himself in under current regulations. Mr. Mathey said no, Rock Springs Development LLC, did the subdivision and that subdivision might have been a violation of the ordinance. Mr. Mathey went on to say he thinks there are violations of this ordinance language happening all the time, sale of properties taking place with a metes and bounds description that gets recorded.

Commissioner Sheehan asked how his client would make his plan work with the master development plan of the City, are these proposed acreages already zoned? So, if we have a transportation plan with a collector road, how does it work into this? Ms. Allen said it is currently R-6 and wouldn't be rezoned unless requested through development.

Public Hearing

Chairman Drnas opened the Public Hearing and asked for any in **favor** of the proposal to come forward. Lance Neeff came forward and stated he has large parcel of property and hasn't been able to do anything with it, as he'd have to plan the entire property. He is in support of this language change.

Chairman Drnas asked for any **opposed** to the proposal to come forward.

There were none.

Chairman Drnas then closed the Public Hearing and asked for a staff recommendation.

Staff Recommendation

Ms. Allen reminded everybody this is not just about Mr. Quintana's property it is all of the parcels that are above 35 acres. There is a concern with staff about our current regulations and what you would do if something is between 35 and 70 acres, so as a staff recommendation I recommend to their petition for a language amendment to add "these regulations to not apply to the sale or other disposition of land where any resulting parcels are 35 acres or larger subject to the requirements of ingress and egress and utility easements shall be provided to each parcel by binding and recordable easements of not less than 40" so

the only change I would say is you have to have 70 acres and it has to be split into two 35's or above. So that affects those 17 properties.

A commissioner asked if you have 60 acres you need to go through the full process, Ms. Allen said yes and gave Morning Side as an example that they have gone out and platted acres of land that keeps getting changed cause there is a boom, they think they'll sell and then it doesn't happen.

Commission Vote

Commissioner Shaw: Motion to approve with staff recommendations.

Commissioner Lozier: Second.

Vote: All in favor. Motion carried unanimously.

UNFINISHED BUSINESS

There were none.

NEW BUSINESS

- 1) **Request by Robert Tarufelli, representing Hunters Ridge Development, Inc. for approval of Gino Subdivision a re-subdivision of Umbria Addition, Phase 1, Lots 11 & 12 and a portion of Block 1 of the Mountain View Subdivision. (Project #: PZ-17-00053, Staff Representative: Amy Allen, Acting City Planner)**

Staff Report

Ms. Allen presented the Staff Report dated June 12, 2017, (and a Revised Report dated June 14, 2017) to the Commission. **Ms. Allen stated that the Agenda needs to be amended as this is a Public Hearing, not New Business.**

Commissioner Questions for Staff

There were none.

Commissioner Questions for Applicant

Chairman Drnas asked the applicant or a representative for the project to come forward.

Robert Tarufelli, the applicant came forward with Matt Devitt, his engineer on the project.

Public Hearing

Chairman Drnas stated since this is to be moved to "Public Hearing" he will open the Public Hearing and asked for any in favor of the proposal to come forward.

There were none.

Chairman Drnas asked for any opposed to the proposal to come forward.

There were none.

Chairman Drnas then closed the Public Hearing and asked for a staff recommendation.

Ms. Allen said all utility review comments will need to be met, construction drawings will have to be submitted to engineering, we received corrected plats yesterday, so we will review them also and make sure all the revisions that were requested at utility review were pretty minor. Ms. Allen recommends approval.

Commission Vote

Commissioner Sheehan: Motion for approval.

Commissioner Shaw: Second.

Motion amended to include staff recommendations.

Vote: All in favor. Motion carried unanimously.

- 2) Request by Bob Layos representing Layos and Layos, Inc., for a street vacation approval from the City of Rock Springs for a portion of McKeehan Avenue. (Project #: PZ-17-00074, Staff Representative: Amy Allen, Acting City Planner)**

Staff Report

Ms. Allen presented the Staff Report dated June 12, 2017, (and Revised Report dated June 14, 2017) to the Commission.

Commissioner Questions for Staff

There were none.

Commissioner Questions for Applicant

Chairman Drnas asked the applicant or a representative for the project to come forward.

Greg Layos came forward and stated he just wanted to clean the area up. Ms. Allen said they still need to work out the deed/easements; we will work with his engineer Shawn Arnoldi.

Staff Recommendation

Ms. Allen recommends:

- Prior to placement on the City council agenda all utility review comments must be met.
- If the proposal is approved by the Rock Springs Planning & Zoning Commission at its June 14, 2017 meeting, the vacation request will be forwarded to the City Attorney's office for review.
- Deed restrictions for the isolated parcels or access easements will have to be submitted to planning and zoning and filed at the courthouse prior to City Council Approval to ensure that isolated parcels created by this vacation will not be sold without access,
- The proposal will require two City Council meetings to complete. The first meeting is the "Notice of Intent to Vacate". The second is the actual Vacation Resolution.
- Applicant or representative must be present at the Planning & Zoning Commission Meeting (6/14/17 at 7 p.m.) and the City Council meetings in order to avoid tabling this request.

Commission Vote

Commissioner Erickson: Motion to approve with the proper conditions.

Commissioner Shaw: Second.

Vote: All in favor. Motion carried unanimously.

- 3) Request by Mr. Jim Rasmussen representing MJR Rentals, LLC, for plat approval of a subdivision within a one mile of the City of Rock Springs City limits. (Project #: PZ-17-00088, Staff Representative: Amy Allen, Acting City Planner)**

Staff Report

Ms. Allen presented the Staff Report dated June 12, 2017, to the Commission.

Commissioner Questions for Staff

Chairman Drnas asked if the City boundary was Signal, Ms. Allen said yes it was.

Commissioner Questions for Applicant

Chairman Drnas asked the applicant or a representative for the project to come forward.

Kent Felderman, Surveyor with Rocky Mountain Survey, representing MJR, he surveyed the land and prepared the plat.

Public Comments

Chairman Drnas asked for anyone who would like to comment on the project to come forward.

One gentleman was present for informational purposes.

Chairman Drnas then asked for a staff recommendation.

Staff Recommendation

Ms. Allen recommended: approval

Commission Vote

Commissioner Shaw: Motion to approve with staff recommendations.

Commissioner Erickson: Second.

Vote: All in favor. Motion carried unanimously.

**NOTIFICATION OF MINOR SITE PLANS /
STAFF APPROVED CONDITIONAL USE PERMITS**

- 1) Floodplain Development Permit approval for rehabilitation of the drainage between Kmart and Baymont Inn at 2450 Foothill Boulevard, Daniel G. Kamen, RS LL Dept. applicant. (Project #: PZ-16-00170, Staff Representative: Amy Allen, Acting City Planner)
- 2) Conditional Use Permit for a special purpose fence at 403 Cedar Street, submitted by Ryan and Chelsea Peterson. (Project #: PZ-17-00055, Staff Representative: Amy Cox, Planning Technician)
- 3) Minor Site Plan and Conditional Use Permit approval for Storage Area paved with Recycled Asphalt near T & I Hallway, 2500 College Drive, Sheldon Flom, Western Wyoming Community College, applicant. (Project #: PZ-17-00054, Staff Representative: Amy Allen, Acting City Planner)
- 4) Minor Site Plan approval for Additional Paved Parking, Sheldon Flom, Western Wyoming Community College, applicant. (Project #: PZ-17-00056, Staff Representative: Amy Allen, Acting City Planner)
- 5) Conditional Use Permit for a special purpose fence at 112 Mountain Road, submitted Norma Walden. (Project #: PZ-17-00061, Staff Representative: Amy Cox, Planning Technician)
- 6) Conditional Use Permit for a special purpose fence at 907 Plateau Road, submitted by Mathew Poll. (Project #: PZ-17-00060, Staff Representative: Amy Cox, Planning Technician)

- 7) Minor Site Plan approval at 309 N. Front Street, submitted by Denise Webster representing Coal Train Coffee Depot, LLC, applicant. (Project #: PZ-17-00067, Staff Representative: Amy Cox, Planning Technician)
- 8) Minor Site Plan approval for Equilibrium Fitness Studio, 121 K Street, submitted by Emily Hunt, applicant. (Project #: PZ-17-00068, Staff Representative: Amy Cox, Planning Technician)
- 9) Minor Site Plan approval for ZP Performance Inc. 1002 Pilot Butte Avenue, submitted by Jerry Zanetti, applicant. (Project #: PZ-17-00073, Staff Representative: Amy Cox, Planning Technician)
- 10) Conditional Use Permit for Accessory Structures over 1200 sf, 2931 Arabian Circle, submitted by Fred and Susan Von Ahrens applicant. (Project #: PZ-17-00079, Staff Representative: Amy Cox, Planning Technician)

PETITIONS AND COMMUNICATIONS

1) Written petitions and communications.

a. Update on City Council Actions

1. *Approved at June 6 Council:* A Resolution amending the "Official Land Use Map" of the Rock Springs' Master Plan entitled "2012 Master Plan: Today's Plan for Tomorrow's Future: from Commercial (C) to Low Density Residential (LDR) for one (1) tract totaling 1.39 acres .
2. *Approved at June 6 Council:* A Resolution amending the "Official Land Use Map" of the Rock Springs' Master Plan entitled "2012 Master Plan: Today's Plan for Tomorrow's Future" from Commercial (C) to Low Density Residential (LDR) for one (1) tract totaling 2.245 acres and one (1) tract totaling 0.601 acres.
3. *Approved at June 6, 2017 Council:* An Ordinance amending the Official Zoning Map of the city of Rock Springs from Community Business Conditional Parallel Use (B-2 CD) to Low Density Residential (R-1) totaling 1.39 acres.
4. *Approved at June 6, 2017 Council:* An Ordinance amending the Official Zoning Map of the city of Rock Springs from Community Business (B-1) to Medium Density Residential (R-3) for One (1) Tract totaling 0.601 acres AND One (1) Tract totaling 2.245 acres from Community Business Parallel Conditional Use (B-1 CD) to Low Density Residential (R-1).

2) Petitions and communications from the floor.

Introduced Gabe Bustos as the new Commissioner and thanked him for volunteering.

ADJOURNMENT

With no further business, the meeting was adjourned at 8:08 p.m.

These minutes approved by the Rock Springs Planning and Zoning Commission by vote this

12th day of July 2017.


Amy M. Allen, Secretary, Planning & Zoning Commission

2/24/18

RESOLUTION NO. 2018- 43

A RESOLUTION GRANTING A CORRECTIVE EASEMENT TO QUESTAR GAS COMPANY, A CORPORATION OF THE STATE OF UTAH, DBA DOMINION ENERGY WYOMING AND AUTHORIZING CARL R. DEMSHAR, JR., AS MAYOR OF THE CITY OF ROCK SPRINGS, WYOMING, AND MATTHEW L. MCBURNETT, AS CITY CLERK OF THE CITY OF ROCK SPRINGS, WYOMING, TO EXECUTE SAID CORRECTIVE EASEMENT ON BEHALF OF SAID CITY.

WHEREAS, a Right-of-Way and Easement Grant from the City of Rock Springs to Questar Gas Company, a Corporation of the State of Utah, DBA Dominion Energy Wyoming (Dominion) was accepted and approved by Resolution 2017-135 on December 19, 2017; and,

WHEREAS, Dominion has submitted a proposed Corrective Easement to the City of Rock Springs to reflect a minor change in the course of the easement; and,

WHEREAS, the Governing Body of the City of Rock Springs has said Corrective Easement before it and has given it careful consideration and review.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ROCK SPRINGS, STATE OF WYOMING:

Section 1. That the Corrective Easement between the City of Rock Springs, Wyoming, and Questar Gas Company, a corporation of the State of Utah, dba Dominion Energy Wyoming, attached hereto and by this reference made a part hereof, be and it is hereby accepted and approved by the Governing Body of said City.

Section 2. That the Mayor of the City of Rock Springs, be, and he is hereby authorized, empowered and directed to execute said Corrective Easement on behalf of said City; and that the City Clerk of said City, be, and he is hereby, authorized and directed to attest to said agreement, and to attach to each duplicate original of said Corrective Easement a certified copy of this Resolution.

PASSED AND APPROVED this _____ day of _____, 2018.

President of the Council

Attest:

Mayor

City Clerk

RIGHT-OF-WAY AND EASEMENT GRANT (Corrective)

The City of Rock Springs, Wyoming, a Municipal corporation of the State of Wyoming, Grantor, of Rock Springs, Sweetwater County, State of Wyoming, does hereby convey and warrant to QUESTAR GAS COMPANY, a corporation of the State of Utah, dba Dominion Energy Wyoming, Grantee, its successors and assigns, for the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, a right-of-way and easement 30 feet in width to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace pipelines, valves, valve boxes and install cathodic monitoring and mitigation facilities and other gas transmission and distribution facilities (hereinafter collectively called "Facilities"), said right-of-way being situated in the County of Sweetwater, State of Wyoming, and more particularly described as follows, to-wit:

Land of the Grantor located in the Northwest Quarter of Section 10, Township 19 North, Range 105 West, 6th Principal Meridian; The centerline of said right-of-way and easement shall extend through and across the above-described land and premises as follows, to-wit:

See Attached Exhibit 'A' that by this reference is specifically made a part of this agreement. This Exhibit 'A' corrects that 'Exhibit 'A' in the original grant executed on December 19, 2017 under Resolution No. 2017-135.

TO HAVE AND TO HOLD the same unto said QUESTAR GAS COMPANY, its successors and assigns, so long as such Facilities shall be maintained, with the right of ingress and egress to and from said right-of-way to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace the same. This right-of-way and easement shall carry with it the right to use any available access road(s) for the purpose of conducting the foregoing activities. During temporary periods, Grantee may use such portion of the property along and adjacent to said right-of-way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the Facilities. Grantor shall have the right to use said premises except for the purposes for which this right-of-way and easement is granted to Grantee, provided such use does not interfere with the Facilities or any other rights granted to Grantee hereunder.

Without limiting the generality of the foregoing, Grantor does hereby covenant, warrant and agree as follows:

1. Grantor shall not build or construct, nor permit to be built or constructed, over or across the right-of-way, any building, retaining walls, rock walls, footings or improvement which impairs the maintenance or operation of the Facilities.
2. Grantor shall not change the contour within the right-of-way without prior written consent of Grantee.
3. Grantor shall not plant, or permit to be planted, any deep rooted trees, or any vegetation with roots that may damage the Facilities, within the right-of-way, without prior written consent of Grantee.

4. Grantor shall not place personal property within the right-of-way that impairs the maintenance or operation of the Facilities.

5. Grantee shall have the right to cut and remove timber, trees, brush, overhanging branches, landscaping and improvements or other obstructions of any kind and nature which may injure or interfere with Grantee's use, occupation or enjoyment of this easement and right-of-way, without liability to Grantor, and without any obligation of restoration or compensation.

This right-of-way shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee, and may be assigned in whole or in part by Grantee.

It is hereby understood that any parties securing this grant on behalf of Grantee are without authority to make any representations, covenants or agreements not herein expressed.

WITNESS the execution hereof this ____ day of _____, 2018.

City of Rock Springs, Wyoming,

By: _____
Carl Demshar, Mayor

Attest:

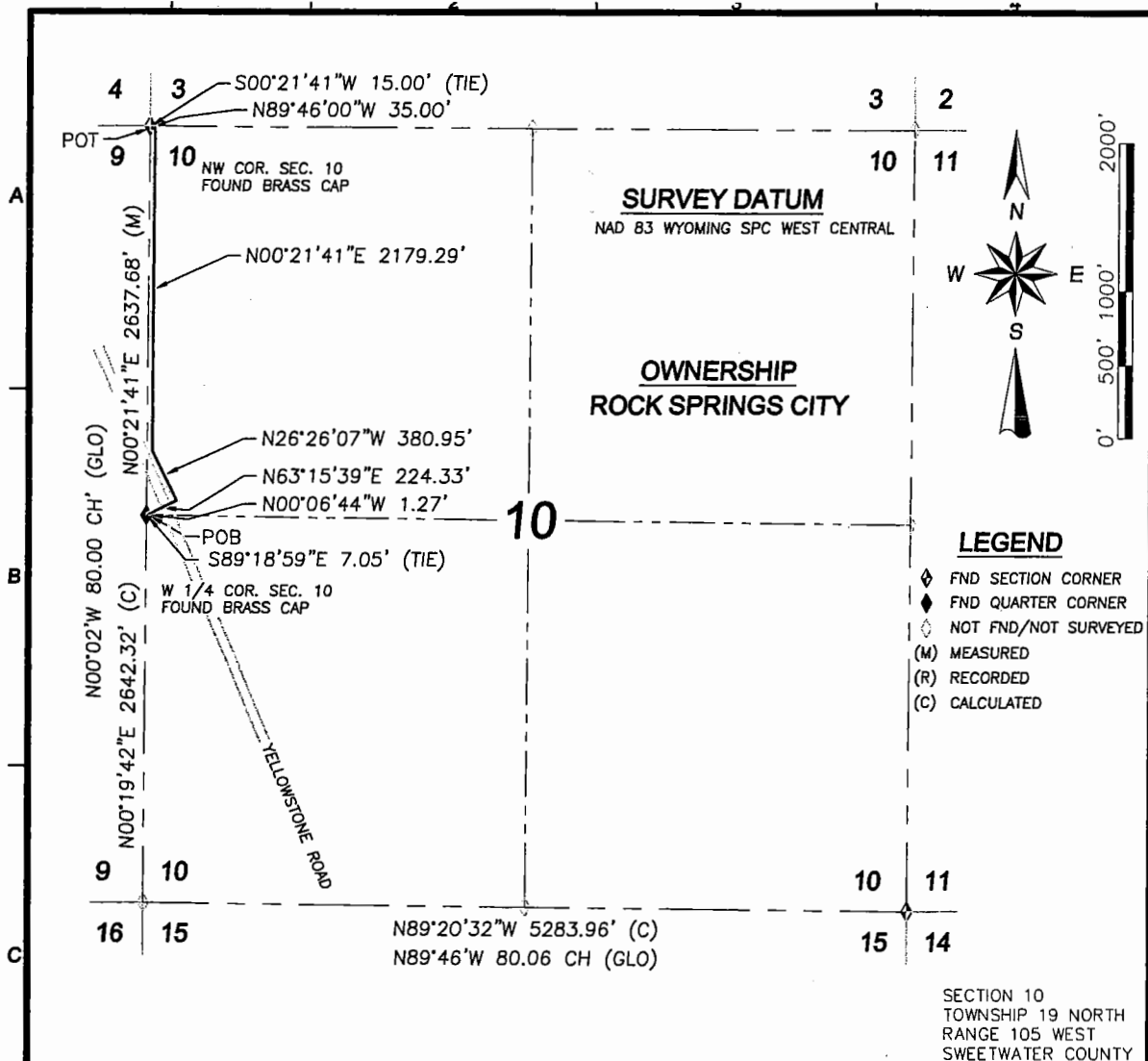
City Clerk

STATE OF WYOMING)
) ss.
COUNTY OF SWEETWATER)

On the _____ day of _____, 2018, before me appeared Carl R. Demshar, who, being by me duly sworn, did say that he is the Mayor of the City of Rock Springs, a Wyoming Municipal Corporation, that the seal affixed to the above and foregoing easement is the corporate seal of the said City of Rock Springs, and that said easement was signed and sealed on behalf of said City of Rock Springs by authority of its Mayor and City Council, and said Carl R. Demshar has acknowledged said easement to be the free act and deed of said City of Rock Springs.

Given under my hand and notarial seal the day and year in this certificate first and above written.

Notary Public



LEGAL DESCRIPTION

A STRIP OF LAND 30.00 FEET IN WIDTH, SITUATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 19 NORTH, RANGE 105 WEST, 6th P.M., SWEETWATER COUNTY, WYOMING; BEING 15.00 FEET RIGHT AND 15.00 FEET LEFT OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A FOUND BRASS CAP AT THE WEST QUARTER CORNER OF SAID SECTION 10, THENCE SOUTH 89° 18' 59" EAST A DISTANCE OF 7.05 FEET, TO A POINT WHICH LIES ON THE SOUTHERLY BOUNDARY LINE OF THE ROCK SPRINGS CITY PARCEL, SAID POINT BEING THE TRUE POINT OF BEGINNING, AND RUNNING THENCE THE FOLLOWING (5) FIVE COURSES:

1. NORTH 00° 06' 44" WEST A DISTANCE OF 1.27 FEET;
2. NORTH 63° 15' 39" EAST A DISTANCE OF 224.33 FEET;
3. NORTH 26° 26' 07" WEST A DISTANCE OF 380.95 FEET TO A POINT BEING 15.00 FEET EASTERLY AND RUNNING NORTHERLY AND PARALLEL WITH AN EXISTING STORM DRAINAGE EASEMENT BOUNDARY (BOOK 1034, PAGE 1742);
4. NORTH 00° 21' 41" EAST PARALLEL TO SAID DRAINAGE EASEMENT A DISTANCE OF 2179.29 FEET;
5. NORTH 89° 46' 00" WEST A DISTANCE OF 35.00 FEET TO THE POINT OF TERMINUS, SAID POINT BEING ON THE WESTERLY BOUNDARY LINE OF THE ROCK SPRINGS CITY PARCEL, SAID POINT ALSO BEING SOUTH 00° 21' 41" WEST ALONG THE QUARTER SECTION LINE A DISTANCE OF 15.00 FEET FROM A FOUND BRASS CAP AT THE NORTHWEST CORNER OF SAID SECTION 10.

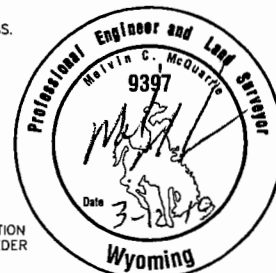
LESS AND EXCEPTING ANY PORTION LYING WITHIN YELLOWSTONE ROAD (COUNTY ROAD 4-58), SWEETWATER COUNTY PROPERTY AS RECORDED IN BOOK 386, PAGE 360.

THE TOTAL LENGTH OF A GAS PIPELINE RIGHT-OF-WAY ACROSS THE ROCK SPRINGS CITY LAND, AS DESCRIBED ABOVE IS 2820.84 FEET OR 170.96 RODS OR 0.53 MILES AND CONTAINS 84,625 SQ FT OR 1.94 ACRES MORE OR LESS.

CERTIFICATE OF SURVEYOR

STATE OF UTAH)
COUNTY OF SALT LAKE)

I, MELVIN C. MCQUARRIE HEREBY CERTIFY THAT THIS PLAT SHOWING THE PERMANENT EASEMENT FOR THE QUESTAR FEEDER LINE 111 PIPELINE WAS MADE FROM NOTES TAKEN DURING AN ACTUAL FIELD SURVEY MADE UNDER MY DIRECTION BY COOK SANDERS ASSOCIATES AND IT CORRECTLY SHOWS THE LOCATION OF THE PROPOSED CENTERLINE OF THE FEEDER LINE 111 PIPELINE.



SURVEYORS NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO PROVIDE A 30 FOOT PERMANENT EASEMENT FOR THE DOMINION ENERGY FEEDER LINE 111 PIPELINE PROJECT, LOCATED IN SWEETWATER COUNTY WYOMING.

CSA Cook-Sanders
Associates, Inc.
Professional Engineers & Surveyors

PRINTED 3/6/18 FOR DATE

- ☐ PRELIMINARY
- ☐ DESIGN DEVELOPMENT
- ☐ BIDDING
- ☐ CONSTRUCTION
- ☒ APPROVAL
- ☐ AS BUILT

NO.	DESCRIPTION	BY	DATE	APPRO.
1	REVIEW COMMENTS FROM ROCK SPRINGS SURVEYOR AF ON 12-08-17	KC	12-11-17	-
2	FINAL COMMENTS FROM ROCK SPRINGS SURVEYOR AF ON 12-15-17	KC	12-15-17	-
3	REVISED DESCRIPTION TO MATCH ADJUSTED CENTERLINE	SH	1-11-18	-
4	REVIEW COMMENTS FROM ROCK SPRINGS CITY	SH	3-8-18	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-

**DOMINION ENERGY FEEDER LINE 111
PIPELINE EASEMENT FOR ROCK SPRINGS CITY
SURVEY EXHIBIT**

Drawn By: SRH	Date: 11/17	Check: -	Date: -
Chk'd By: KAC	Date: 11/17	APPRO: -	Date: -
DRIVING No.	L-03	REVISION	4

3/14/18

RESOLUTION NO. 2018-44

A RESOLUTION ACCEPTING AND APPROVING A QUESTICA BUDGET AGREEMENT WITH QUESTICA, AND AUTHORIZING CARL R. DEMSHAR, JR., AS MAYOR OF THE CITY OF ROCK SPRINGS, WYOMING, AND MATTHEW L. MCBURNETT, AS CITY CLERK OF THE CITY OF ROCK SPRINGS, TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY.

WHEREAS, the City of Rock Springs wishes to enter into a Questica Budget Agreement with Questica, to provide a complete budget software solution for the purpose of budget preparation, performance and data visualization solutions; and,

WHEREAS, the Governing Body of the City of Rock Springs has said agreement before it and has given it careful review and consideration.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ROCK SPRINGS, STATE OF WYOMING:

Section 1. That the terms and provisions of the Questica Budget Agreement with Questica, attached hereto and by this reference made a part hereof, is hereby accepted and approved by the City of Rock Springs, Wyoming.

Section 2. That the Mayor of said City be, and he is hereby, authorized, empowered and directed to execute and confirm said agreement on behalf of said City; and that the City Clerk of said City, be and he is hereby, authorized and directed to attach to said agreement a certified copy of this resolution.

PASSED AND APPROVED this _____ day of _____, 2018.

President of the Council

Mayor

Attest:

City Clerk



Questica Budget Agreement

Prepared for

City of Rock Springs, WY

by

André Aberdeen
Questica Inc.

This proposal is subject to a review of your Chart of Accounts
and a review of the Scope of Work

February 28, 2018



February 28, 2018

City of Rock Springs
212 D St
Rock Springs, WY 82901

Attn: Matt McBurnett

Questica is pleased to present this information package to the City of Rock Springs. Our Questica Budget suite represents a proven COTS commercial off-the-shelf (COTS) solution – designed specifically for the unique needs of the public sector. At Questica, we own and implement our own product, we are not implementers of a third-party product and as a result we have full control over all the resources from all areas within our organization. We are an agile organization with control over all aspects of software development, implementation, sales, support and customer satisfaction.

Questica is a leader in budget preparation, performance and data visualization solutions. Questica Budget is well established in the public-sector community for its ability to allow for a logical development of the budget, in an intuitive and secure environment. Questica Budget consists of five primary modules: 1) Operating, 2) Salaries/Position Planning, 3) Capital, 4) Performance and 5) OpenBook which are all web based – ideal for collaborative budgeting.

With over 600 public sector customers across North America, be assured that Questica has the knowledge and experience to solve your budgeting challenges. Customers include; **City of Aberdeen (WA), City of Snohomish (WA), Thurston County (WA), Seattle Public Schools (WA), Spokane Public Schools (WA), University of Washington (WA), Washington County (OR), Oregon Metro (OR), City and County of Denver (CO), City of Evans (CO), City of Arvada (CO)**, use Questica Budget to prepare and manage their annual budgets. Combined with proven experience working with dozens of financial and HR systems, the City of Rock Springs can be confident that Questica is the vendor with the expertise, tools and knowledge required to provide a complete budget software solution.

We appreciate the opportunity, and encourage you to contact us with any questions or comments.
With Regards,

André Aberdeen
Account Manager
1.877.707.7755 x503
aaberdeen@questica.com

Must be contracted by March 30, 2018 to qualify

Questica Budget Price Estimate- Software

Quotation ID#: February 28, 2018

Must be contracted by March 30, 2018 to qualify.

Purchase Pricing Model

Description		
Questica Budget Framework		
<i>Includes 1 Seat (Operating, Salaries, Capital, & Performance Measures)</i>	1	
Additional Operating License Seats	1	
Additional Salaries License Seats	1	
Additional Capital License Seats	1	
Additional Performance Measures License Seats	0	
Unlimited Read Only	Included	
Allocations Add-in	Not Included	
Statistical Ledger Add-in	Not Included	
Staff Planning Add-in	Not Included	
Total Software (1-Time Purchase):		\$9,857
Total Annual Maintenance and Support (Year 2+):		\$2,267
Discount, including year 1 maintenance		-\$2,267
Grand Total (Year 1)		\$9,857

Special Note: Pricing based on remote implementation and training. Any additional licenses, modules or services would be handled via a Change Order process. The only on-going cost would be for Annual Maintenance & Support.

Pricing Notes

Quotation ID#: February 28, 2018

Pricing valid through: March 30, 2018

- Above pricing in US dollars
- Terms of Payment:
 - Software:
 - 100% upon Contract Effective Date (Net 30)
 - Annual Maintenance & Support:
 - Year 2 due 365 days from Contract Effective Date
- Applicable Tax Extra

Subject to Scope of Work.



Quotation General Terms and Conditions

Quotation ID: February 28, 2018

General Terms and Information:

Terms of Service: The services and any related software are provided under the License and Service Agreement which is hereby deemed to be fully incorporated into this quotation, whether or not attached hereto. By executing this quotation below, Customer acknowledges a) having been provided a copy of the License and Service Agreement as Exhibit A to this quotation, and b) having read the License and Service Agreement and Agrees to all its terms. Terms, provisions, or conditions on any purchase order, acknowledgement, or other business form or writing that Customer may use in connection with the provision of Services (or software) by Questica will have no effect on the rights, duties, or obligations of the parties hereunder, regardless of any failure of Questica to object to such terms, provisions, or conditions.

Taxes: The pricing on this quotation is exclusive of all sales, use or other taxes, customs duties and similar levies, if any, payable in or to any jurisdiction or authority whatsoever. Such taxes (other than the taxes on the net income of Questica) shall be the responsibility of the Customer.

Payment: Payment is required in the currency quoted. Unless detailed otherwise in this quotation, Terms are Net-30 days from the later of a) the date of receipt of invoice, or b) the invoice date.

Maintenance and Support: This quotation may include Annual Product Maintenance and Support. Its cost is calculated as 23% of the current cost of licensed software, prior to discounts. This service (as detailed in the attached License and Service Agreement) is purchased on an annual basis from the date the software is purchased. If payment of the annual fee is not received by Questica before the first business day of the next additional year, Questica's obligation to provide the maintenance and support services shall be terminated. Questica may, in its sole discretion, increase the Annual Product Maintenance Fee upon 30 days prior written notice. If may elect not to increase its maintenance and support rate in any year, however no such waiver shall preclude Questica from applying the escalation to any subsequent year or part of a year, and from making the subsequent application as if all subsequent escalation had been duly made over the period since the last increase.

Acceptance of Custom Work: This quotation may include the development of Product Customization, Custom Reporting or Data import services as detailed in an attached Scope of Work. Within fifteen (15) business days from the delivery of each individual Custom Work, the Customer/Licensee shall, in its sole discretion, review the Product Customization and notify Questica whether it finds the Customizations satisfactory or unsatisfactory. If it's determined that the Customizations are unsatisfactory, then it shall state in writing the reasons for its determination, including identifying any nonconformance with the Licensee's specifications or expectations. Questica will promptly correct the deficiencies and reinstall the Customizations, and the approval procedure shall be reapplied until Licensee finally declares the Customizations satisfactory. In the absence of a written response within 15 Business Days after the delivery of the Customizations or once the Licensee has declared the Customizations satisfactory, the Customizations shall be considered 'Accepted'.

Consulting, Training or Implementation Time Invoicing: Only activities approved in an approved Scope of Work shall be invoiced. A mutually determined change control mechanism will be used to accommodate modifications to the Scope of Work.

Travel Costs: Unless noted otherwise, this quotation does not include any travel, lodging, or on-site expenses. If such travel is required and subsequently authorized, Questica's standard travel and per diem rates shall apply. Air Travel, Rental Car (with associated fuel and parking costs), and Lodging costs shall be reimbursed at cost. Questica is not responsible for unpredictable (including Commercial Airline Travel) delays which may increase travel cost.

Acceptance

Quote ID#: February 28, 2018

Authorized Signature: _____

Authorized Name: _____

Organization Name: _____

Date: _____

Upon accepting this offer, please scan all pages of the signed quotation with an authorized purchase order and forward to sales@questica.com

QUESTICA, INC.

Authorized Signature: _____

Authorized Name: _____

Organization Name: Questica, Inc.

Date: _____

Must be contracted by March 30, 2018 to qualify.



QUESTICA LICENSE AND SERVICE AGREEMENT

This SOFTWARE LICENSE AGREEMENT (the "Agreement") is made this **February 28, 2018** (the "Effective Date") by and between QUESTICA INC., a corporation incorporated under the laws of Ontario, Canada ("Questica") and **City of Rock Springs, WY**, including, without limitation, all its subdivisions, departments, and constituent entities within its legal scope and jurisdiction (collectively, the "Licensee").

BACKGROUND

- A. Questica has made a substantial investment in the development of the QUESTICA BUDGET computer software products identified in the attached Quotation (the "Software"), and in the development of documentation related thereto (the "Documentation" and together with the Software, the "Work").
- B. Questica has the right to license the Work to third parties.
- C. The Licensee wishes to use the Work, and Questica has agreed to license such use, pursuant to the terms of this Agreement.

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein and other good and valuable consideration (the receipt and adequacy of which are hereby acknowledged), Questica and Licensee (collectively, the "Parties" and individually, a "Party") agree as follows:

1. PERMITTED USE. Subject to the terms of this Agreement, Questica hereby grants to Licensee a perpetual, personal, revocable, non-transferable and non-exclusive license to use the Software, solely in executable code format, and the Documentation provided therewith, solely for Licensee's own internal business purposes exclusively within the facilities and sites within the jurisdiction of the Licensee.

If Licensee wishes to use the Software at or from an additional site or sites outside of its jurisdiction, Licensee agrees to obtain a separate license for such site(s). Licensee's right to use the Software and the Documentation is limited to those rights expressly set out herein. Licensee shall not use the Software, in whole or in part, on behalf of or for the benefit of any other Person, including an affiliate of the Licensee, except as expressly provided herein.

1.1 PERSONNEL WORK-AT-HOME RIGHTS. Licensee's personnel (its employees and contractors) may use the Software from their homes as an extension of the license granted to the Licensee, for business related purposes. Licensee personnel may not use the Software at home for personal purposes. For greater clarity, Licensee shall be responsible for the use of the Work by any contractors, including any actions or omissions of such contractors, as though they were employees of Licensee.

Licensee shall promptly deny access to the Software to (a) any employee or contractor who is no longer employed by Licensee; or (b) any staff member would not normally require the use of the Software in the at-work environment.

1.2 PERMITTED CUSTOMIZATIONS. Questica also grants the Licensee a non-sublicensable, non-exclusive, non-transferable right to create, or to have created on its behalf, "Permitted Customizations" to the executable code components of the Software solely for internal use and only for use as part of and in conjunction with the related Software. "Permitted Customizations" is custom software or reports which are developed that access or interact with the Software or its associated database(s). The Licensee may only create Permitted Customizations that do not require the source code of the Software to create the Permitted Customizations.

Permitted Customizations Do Not Inhibit Questica's Right to Innovate. Independently, Questica is continually innovating and improving the Software to meet the needs of its customers. The Licensee acknowledges that, while it has the ability to create its own Permitted Customizations, Questica must not be prevented from continuing to develop and enhance its software in any respect, even if such modifications may be similar to the Permitted Customizations in functionality, appearance or otherwise. Questica retains the right to (i) develop any modifications which may be similar to the Permitted Customizations; and (ii) integrate any or all of such modifications into its core product.

1.3 RESTRICTIONS ON USE. Except as set forth herein, Licensee shall (a) not copy the Software except to copy it onto the site computers being used by Licensee and to make copies of the Software solely for backup, training, disaster recovery or testing purposes; (b) not copy any of the Documentation for any use outside the site; (c) not assign this Agreement or transfer, lease, export or grant a sub-Licensee of the Work or the license contained herein to any Person or organization except as and when authorized to do so by Questica in writing; (d) not reverse engineer, decompile or disassemble the Software; (e) not use the Work except as authorized herein; (f) take such precautions with respect to the Software, as it would take to protect its

own proprietary software or hardware or information. For the purposes of this Agreement, "Person" includes an individual, corporation, partnership, joint venture, trust, unincorporated organization, the Crown or any agency or instrumentality thereof or any other judicial entity recognized by law.

2. OWNERSHIP AND COPYRIGHT. Questica is the owner of all intellectual property rights in the Work, related written materials, logos, names and other support materials provided pursuant to the terms of this Agreement. No title to the intellectual property in the Work or in any magnetic media or other physical media provided therewith is transferred to the Licensee by this Agreement.

Questica shall defend Licensee against any claim that the Work infringes a registered Canadian or United States' patent, copyright or trade-mark of any third party and Questica will pay resulting cost, damages and reasonable legal fees finally awarded, provided that i) Licensee promptly notifies Questica in writing of the claim; and ii) Questica has sole control of the defense and all related settlement negotiations.

If such claim has occurred or in Questica's opinion is likely to occur, Licensee agrees to permit Questica at its option and expense, either to procure for Licensee the right to continue using the Work or to replace or modify the same so that it becomes non-infringing without loss of functionality.

Questica shall have no obligation to defend Licensee or to pay costs, damages or legal fees for any claim based upon use of other than a current unaltered release of the Work, if such infringement would have been avoided by the use of a current unaltered release thereof.

The foregoing states the entire obligations of Questica with respect to infringement or proprietary or intellectual rights of third parties.

3. LIMITED WARRANTY. Questica warrants that so long as Product Maintenance and Support services are provided by Questica that the Software, when properly installed, will perform substantially in accordance with the Documentation provided in connection therewith. If the Software does not so perform during such period, Questica will correct, at no cost to Licensee, programming errors in the Software to make the Software so perform provided that i) the Software has been properly used by the Licensee in accordance with Documentation provided in connection therewith; ii) Licensee notifies Questica of the programming errors and describes the nature of the suspected errors and of the circumstances in which they occur; iii) Questica, using reasonable efforts, is able to confirm the existence of the programming errors; and iv) Licensee or any third party has not changed or modified the Software.

Licensee agrees that Questica shall not be liable to the Licensee or any other person, regardless of the cause, for the effectiveness or accuracy of the Software, the Documentation or any other related materials, or for any other special, indirect, incidental or consequential damages arising from or occasioned by the use of the Software, the Documentation or the related materials, or the failure or omission on the part of Questica to comply with its obligations under this Agreement. The Licensee hereby agrees that Questica's maximum liability for any claim arising in connection with the Work or otherwise under this Agreement (whether in contract, tort, including negligence, product liability or otherwise) shall not exceed the total License Fee paid by the Licensee.

THE ABOVE EXPRESS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS (EXPRESS AND IMPLIED) AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE, INCLUDING BUT NOT LIMITED TO WARRANTIES OR CONDITIONS OF MERCHANTABLE QUALITY OR FITNESS FOR A PARTICULAR PURPOSE. NO OTHER WARRANTIES OR CONDITIONS EXPRESS OR IMPLIED ARE GIVEN.

4. LIMITATIONS OF REMEDIES AND DAMAGES. Subject to Section 10 hereof, Questica's entire liability and the Licensee's exclusive remedy under this Agreement shall be i) if Questica is in breach of the Limited Warranty, to require Questica to replace any defective media or to correct any defects and make any modifications which are necessary to cause the Software to confirm in all material respects to the Documentation; or ii) the termination of this Agreement.

In the event of any such termination, Questica shall not be liable in the aggregate for any damages which exceed the amount paid hereunder by the Licensee to Questica as Software License Fees. In no event shall Questica be liable for indirect, special, incidental, or consequential damages, even if advised of the possibility of such damages.

5. DISPUTE RESOLUTION / ARBITRATION. In the event of any dispute arising out of or relating to and/or in connection with this Agreement, the parties' project managers shall use every reasonable effort to resolve such dispute in good faith within ten (10) Business Days. If the project managers have failed to resolve the dispute within such time frame, then the dispute shall be escalated to the next escalation level. At each escalation level, the designated executives shall negotiate in good faith in an effort to resolve the dispute. For the purposes of this Agreement, a "Business Day" shall mean a day other than a Saturday, Sunday, or statutory holiday in Ontario.

Escalation Level	Questica Management Level	Licensee Management Level	Period of Resolution Efforts
First Level	Project Manager	Project Manager	10 Business Days
Second Level	President	Finance Department Manager	10 Business Days
Third Level	Chairman	Director of Finance or Treasurer	10 Business Days

If the above escalation periods have elapsed and there continues to be a dispute as to any matter herein, the matter in dispute shall be referred to arbitration by a single arbitrator. The arbitration and the appointment of the arbitrator shall, unless expressly provided for herein, be conducted in accordance with the Arbitrations Act (Ontario). The award and determination of such arbitrator shall be binding upon the parties and their respective successors and permitted assigns. Licensee and Questica shall co-operate in completing any arbitration as expeditiously as possible and the arbitrator may hear such experts as may appear to him/her as appropriate. Any interested party shall bear its costs and expenses incurred in connection with the arbitration except for the cost of the arbitrator or arbitrators and experts engaged by him or them which shall be borne by Questica and Licensee equally. Notwithstanding the foregoing, arbitration shall not preclude the right of either party to seek injunctive relief.

29.5. IRREPARABLE HARM. Licensee acknowledges and agrees with Questica that the breach by it of any of the provisions of Sections 1- 4, 8 or 10 of this Agreement would cause serious harm to Questica which could not adequately be compensated for in damages and in the event of a breach by Licensee of any of such provisions, Licensee understands that an injunction may be issued against it restraining it from any further breach of such provisions, but such actions shall not be construed so as to be in derogation of any other remedy which Questica may have in the event of such breach.

30.6. PRODUCT MAINTENANCE AND SUPPORT. For the first year of this Agreement, upon paying the Licensee Fee and for each year thereafter, provided that Licensee continues to pay the Product Maintenance and Support Fee in accordance with the attached quotation, Questica shall provide the Maintenance and Technical Support services (the "Services") for the software as outlined in Appendix A, if the Licensee is not otherwise in breach of the provisions of this Agreement.

31.7. CONFIDENTIAL INFORMATION. Each of the Parties shall use reasonable efforts (and, in any event, efforts that are no less than those used to protect its own confidential information) to protect from disclosure the confidential information only to its employees or agents who require access to it for the purpose of this Agreement or as otherwise provided in this Agreement. For the purposes of this Section, "confidential information" means all data information which when it is disclosed by a Party is designated as confidential and shall include the Work and any other proprietary and trade secrets of Questica to which access is obtained or granted hereunder to Licensee; provided, however that confidential information shall not include any data or information which (a) is or becomes publicly available through no fault of the other Party, (b) is already in the possession of the Party prior to its receipt from the other Party, (c) is independently developed by the other Party, (d) is rightfully obtained by the other Party from a third party, (e) is disclosed with the written consent of the Party whose information it is, or (f) is disclosed pursuant to court order, or other legal compulsion.

32.8. NONDISCLOSURE OF AGREEMENT. Neither Party shall disclose the terms of this Agreement except as required by law or governmental regulation, without the other party's prior written consent, except that either Party may disclose the terms of this Agreement on a confidential basis to accountants, legal counsel, and financial advisors and lenders.

33.9. TERMINATION. This Agreement is effective as of the Effective Date and shall continue unless and until this Agreement is terminated as described herein. Licensee may terminate this Agreement if Questica is declared insolvent, has assigned this Agreement in violation of the terms and conditions herein, or has made an assignment for the benefit of creditors.

After a one year period from the Effective Date, the Licensee may terminate this Agreement at any time for any reason, or no reason, providing their financial obligations to Questica as detailed in the attached Quotation **February 28, 2018** have been satisfied and paid in full. If the Agreement is terminated in this manner, no refund will be provided for any maintenance or support services paid in advance.

In the event that Licensee shall be in breach of any provisions of the Dispute Resolution / Arbitration Section outlined in this Agreement, Questica may provide notice of such breach to Licensee, who shall have thirty (30) days from the date of such notice to cure or rectify the said breach. Should Licensee fail to cure or rectify the said breach in the said thirty (30) days, Questica may terminate this Agreement. Such termination by Questica shall be in addition to and without prejudice to such rights and remedies as may be available to Questica including injunction and other equitable remedies.

The provisions of Sections 1-3, 5, 8 -12, 17, 18 and 20 herein shall survive the termination of this Agreement.

34.10. TRANSITION ASSISTANCE. In the event that Licensee has entered into or enters into agreements with other contractors or government institutions for additional work related to the capital or operating Budgeting process, Questica agrees to reasonably cooperate with such other parties. Questica shall not commit any act which will unnecessarily interfere with the work performed by any such third parties.

In the event of termination of this Agreement, Questica agrees that it shall provide reasonable assistance to, and shall not hinder a complete transition of the software functionality being terminated from Questica and its subcontractors to the Licensee, or to any replacement provider designated by the Licensee, without any material interruption of or material adverse impact on the services provided hereunder or any other services provided by third parties. Any additional services requested by Licensee during the transition assistance period shall be provided by Questica at Questica's then-standard rates.

35.11. NOTICE. Any notice or other communication required or permitted to be given hereunder or for the purposes hereof to any party shall be in writing and shall be sufficiently given if delivered personally to such party, or if sent by prepaid

registered mail or if transmitted by facsimile transmissions to such Parties as detailed in the attached Quotation or at such other address or facsimile number as the Party to whom such notice is to be given shall have last notified (in the manner provided herein) the Party giving such notice. Any notice delivered to the Party to whom it is addressed as provided herein shall be deemed to have been given and received on the day it is delivered at such address, provided that if such day is not a Business Day, then the notice shall be deemed to have been given and received on the Business Day next following such day. Any notice mailed to a Party shall be deemed to have been given and received on the fifth Business Day next following the date of its mailing provided that no postal strike is then in effect or comes into effect within four (4) Business Days after such mailing. Any notice transmitted by facsimile shall be deemed given and received on the day of its transmission if such day is a Business Day and if not, then on the next day that is a Business Day.

36.12. FORCE MAJEURE. Except as expressly provided otherwise in this agreement, dates and times by which any Party is required to render performance under this agreement or any schedule hereto shall be postponed automatically to the extent and for the period that such Party is prevented from meeting them by reason of any cause beyond its reasonable control (other than lack of funds), provided that the Party prevented from rendering performance notifies the other Party immediately and in detail of the commencement and nature of such cause and the probable consequences thereof, and provided further that such Party uses its reasonable efforts to render performance in a timely manner utilizing to such end all resources reasonably required in the circumstances, including obtaining supplies or services from other sources if same are reasonably available.

37.13. MEDIA RELEASES. Neither party shall use the name, trademark or logo of the other party without the prior written consent of the other party. Notwithstanding the foregoing, Questica may use the Licensee's name and identify the Licensee as a Questica client in advertising, marketing materials, press releases and similar materials.

38.14. USE OF SUBCONTRACTORS. All persons assigned by Questica to perform obligations under this Agreement shall be employees or authorized subcontractors of Questica and shall be fully qualified to work under this Agreement. Questica shall use commercially reasonable efforts to make available an adequate number of appropriately qualified personnel are employed and available to satisfy its obligations as outlined in this Agreement.

39.15. EXPORT CONTROL. The Software is intended for distribution only in the United States and Canada. Licensee agrees that it will not directly or indirectly, export or re-export the Software (or portions thereof) to any country, person, entity or end user subject to U.S. or Canadian export restrictions.

40.16. GOVERNING LAW AND JURISDICTION. This Agreement will be governed by the laws of the Province of Ontario and the federal laws of Canada State of Wyoming applicable therein without regard to the conflict of law provisions thereof. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. ~~Subject to Section 5 above, the parties attorn to the exclusive jurisdiction of the courts of the City of Toronto, Ontario, Canada~~ State of Wyoming in respect of this Agreement.

41.17. MISCELLANEOUS. This Agreement, including all Schedules and Exhibits attached hereto, is the entire agreement between Licensee and Questica pertaining to Licensee's right to use the Work and supersedes all prior or collateral oral or written representations or agreement related thereto. Except as otherwise provided herein, no term or provisions hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the Party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

42.18. COOPERATIVE STATEMENT. Other government organizations and educational or health care institutions may elect to participate in this Agreement (piggyback) at their discretion, provided Questica also agrees to do so.

43.19. HEADINGS; SEVERABILITY. The headings and other captions in this Agreement are for convenience and reference only and are not to be construed in any way as additions or limitations of the covenants and agreements contained in this Agreement. In the event that any provision hereof is found invalid or enforceable pursuant to judicial decree or decision, any such provision shall be deemed to apply only to the maximum extent permitted by law, and the remainder of this Agreement shall remain valid and enforceable according to its terms.

IN WITNESS WHEREOF, the parties have duly executed this Agreement.

City of Rock Springs (LICENSEE)

Per _____
Name, Title

Date _____
I have authority to bind the organization

QUESTICA INC.

Per _____
Name, Title

Date _____
I have authority to bind the organization

APPENDIX A – Maintenance and Technical Support Services

- (A) **Product Maintenance.** On an as-available basis, Questica will provide enhancements, modifications or upgrades to the Software as Questica may from time to time make available to its Licensees generally (“Updates”) but excluding any New Product (a “New Product” being a solution which, in Questica’s determination and subject to general industry standards, does not replace the Software licensed hereunder.) Updates do not include:

- I. Platform extensions including product extensions to (i) different hardware platforms; (ii) different windowing system platforms; (iii) different operating system platforms
- II. New applications
- III. Services associated with the application or installation of Updates

Installation of Updates is the responsibility of the Licensee. If requested, Questica will provide assistance in the installation of Updates at its then current rates, including the testing of any site specific customizations. Questica will provide a quote for any required rework associated with customizations resulting from the upgrade.

- (B) **Technical Support Services.** Questica will provide phone and e-mail based technical support of a reasonable nature as described herein. A technical support incident or problem is a single user defined problem seeking resolution. It must be related to the original intent and design of the software. Technical Support Services include the support of Questica supplied integrations that have not been modified by the Licensee. Each Technical Support Service incident is deemed closed when a remedy, workaround, or recommendation for the installation of a current maintenance release has been offered, and a commercially reasonable effort has been made to restore operation to the original intent and design of the Software. Technical Support Service does not include:

- I. Custom programming services;
- II. On-site support;
- III. Software installation or re-installation;
- IV. Update Installation, or data and report updates required to support Updates;
- V. Licensee developed interfaces, API interactions, or customizations;
- VI. Licensee developed reports;
- VII. End-User training or re-training;
- VIII. Licensee hardware issues;
- IX. Correction of data issues derived from user error or Software misuse;
- X. Changes to Questica developed custom reports or Permitted Customizations (including Questica supplied custom business rules or customized user screens) that are outside the scope of the accepted specification, scope of work, or authorized change requests;
- XI. Corrections to Questica developed custom reports or Permitted Customizations beyond six (6) months from the date of delivery (the upgrade protection period); and
- XII. Changes to integration functionality made necessary due to Licensee server modifications/replacement, or changes by upgrades or changes to the integrated financial system software or hardware.

Questica may at its sole discretion, periodically make reasonable modifications or changes to the Technical Support Services and/or Product Maintenance Services provided.

Licensee is responsible for all hardware, operating systems, network setup, network maintenance and setup, SSRS maintenance, SQL-Server database maintenance, IIS maintenance and setup, backup strategy, disaster recovery strategy and the use of any file access control systems required in the support of the Software. Licensee may be required to grant Questica certain limited access rights to Licensee’s computer systems in order to render Technical Support Services.

Licensee is responsible for ensuring that its personnel have sufficient training to attain and maintain competence in the operation of the Software.

Technical Support Service is available through Questica’s normal business hours, Monday through Friday, 8:00am through 8:00pm, Eastern Standard Time on Business Days. Extended coverage is available for an additional fee.

END OF LICENSE AND SERVICE AGREEMENT DOCUMENT

End of Document

RESOLUTION NO. 2018 - 45

A RESOLUTION ACCEPTING AND APPROVING TWO CONTRACTS WITH F.H. BLACK & COMPANY INCORPORATED FOR THE PURCHASE AND IMPLEMENTATION OF CASEWARE ACCOUNTING SOFTWARE FOR THE CITY OF ROCK SPRINGS, AND AUTHORIZING CARL DEMSHAR AS MAYOR OF THE CITY OF ROCK SPRINGS TO EXECUTE SAID CONTRACTS ON BEHALF OF SAID CITY.

WHEREAS, the City of Rock Springs has determined that it is necessary to purchase new accounting software to enhance the effective and efficient administration of City finances; and,

WHEREAS, F.H. Black & Company Incorporated, has submitted proposed contracts to the City of Rock Springs for the provision of CaseWare Software, and for the provision of technical assistance in its implementation; and,

WHEREAS, the Governing Body of the City of Rock Springs has reviewed the proposed contracts and have given them careful review and consideration.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ROCK SPRINGS, STATE OF WYOMING:

Section 1. That the terms and provisions of the agreement with F.H. Black & Company Incorporated, to purchase two "CaseWare" Government GASB Reporting software licenses in the amount of \$5,335.00, attached hereto and by this reference specifically made a part hereof, is hereby accepted and approved by the City of Rock Springs, Wyoming.

Section 2. That the terms and provisions of the agreement with F.H. Black & Company Incorporated, to provide implementation services for CaseWare accounting software in the amount of \$4,625.00 attached hereto and by this reference specifically made a part hereof, is hereby accepted and approved by the City of Rock Springs, Wyoming.

Section 3. That the Mayor of said City be, and he is hereby, authorized, empowered and directed to execute said contracts on behalf of said City; and that the City Clerk of said City, be and he is hereby authorized and directed to attest said contracts and to attach a certified copy of this resolution to each duplicate original of said agreements.

PASSED AND APPROVED this _____ day of _____, 2018.

President of the Council

Mayor

Attest:

City Clerk



SALES QUOTATION

Quote Number: **CW-GOV 38589- rev 1.1**

Payment Terms: **Due Upon Receipt**

Quote Date: **Feb 26 2018**

Quote Expiry: **Mar 31 2018**

For:

CaseWare Contact:

City of Rock Springs, WY
Matt McBurnett
(307) 352-1500

Hafiz Khan
hafiz.khan@caseware.com
(800) 267-1317 Ext. 1161

Quantity ²	PRODUCT ³	LICENSE PRICE	EXTENDED PRICE
2	Government GASB Reporting Individual License	\$2,655.00	\$ 5,310.00
	(Includes technical support, software patches, version upgrades and GASB content updates)		
		Subtotal:	\$ 5,310.00
		Administration	\$ 25.00
		Total¹ (USD):	\$ 5,335.00

188 KING ST WEST
2ND FLOOR
TORONTO, ON
M5V 1K4
TEL: 416.867.0504
FAX: 416.867.1908
WWW.CASEWARE.COM

Notes:

¹ All pricing is in US Dollars.

² For license purposes, CaseWare® counts the number of potential, rather than concurrent, users.

³ Licenses are annually renewable and expire at the end of each renewal period.

STANDARD AGREEMENT TERMS

Unless otherwise indicated within this proposal, the following basic terms and conditions apply to this agreement/engagement/project:

Unless specifically noted, any quotations are valid for 30 days from date of issue. Where fees represent product(s) to be purchased in a foreign currency, those costs may be adjusted due to fluctuations in foreign currency exchange rates.

Any software and/or hardware purchases require payment in full at time of engagement acceptance.

Software cannot be returned and no refunds will be given with respect to software and maintenance once invoiced.

Where fees for Professional Services are projected to be in excess of \$1,000, a preliminary non-refundable retainer will be required prior to initiating any work. All fees are subsequently billed on the basis of an estimated progress amount each month, and any necessary adjustments to actual fees will be made in our final billing. Excepting hardware and software purchases, retainers will be applied to our final billings for an engagement that approximate the amount of the retainer. Accounts unpaid after 30 days from date of invoice are delinquent and are subject to interest charges at the rate of 1% per month, compounded monthly, on any unpaid balances. Clients are responsible for all costs incurred through actions taken to collect unpaid or overdue invoices, including, but not limited to: legal costs (on a solicitor-client basis), collection fees, etc. Clients with delinquent accounts may be denied services and/or support with no prior notice.

If not collected directly as part of our standard billing process, it is the Client's responsibility to self assess and remit all federal, provincial, or local taxes, duties, or similar assessments based on or arising out of this engagement.

In connection with the engagement, each of us will have access to confidential &/or personal information made available by the other; each shall protect such confidential information in the same manner as it protects its own confidential information of like kind. F.H. Black & Company Incorporated shall not be required to keep as confidential information which is or becomes publicly known, is already within F.H. Black & Company Incorporated's possession or knowledge, is independently developed by F.H. Black & Company Incorporated outside the scope hereof, or is rightfully obtained from third parties. For marketing purposes, F.H. Black & Company Incorporated may make reference to the Client's name and to the general nature of the services performed, unless specifically denied by the Client in writing.

We warrant that our services will be performed in a professional and workmanlike manner in accordance with applicable professional standards, and we will re-perform any work not in compliance with this warranty brought to our attention within thirty days after the work is performed. In the event we are asked to re-perform any work and it is determined that we have already met our obligations under this paragraph, the additional work will be billed on a time and materials basis at our standard rates for time spent on such additional work. Your ability to achieve any proposed benefits will be based on numerous factors and assumptions, many of which are not within our control, and we do not subsequently guarantee that the intended benefits will actually be achieved.

The determination of the suitability of any product suggested or sold by F.H. Black & Company Incorporated for any particular application is the responsibility of the Client. We do not warrant, nor will we be responsible for, the performance of any third party products. Your sole and exclusive rights and remedies with respect to any third party product, including rights and remedies in the event a third party product gives rise to an infringement claim, will be against the third party vendor and not against us. We do agree, however, to assign to you any assignable warranties we may receive from any such third party vendor.

THE PRECEDING IS OUR ONLY WARRANTY CONCERNING THE SERVICES AND ANY WORK PRODUCT, AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

STANDARD AGREEMENT TERMS

F.H. Black & Company Incorporated shall retain all right and title to any computer programs and related intellectual capital developed hereunder (collectively, the "Intellectual Property") and shall have the right to incorporate such Intellectual Property in work for other customers and in its programs generally. Upon payment of agreed fees, the client shall have a non-exclusive, non-transferable 99 year license to use such Intellectual Property for its and its affiliated companies' internal business use only. The Client expressly recognizes that it is not the owner of such Intellectual Property and has no right to use such Intellectual Property except as expressly stated in this Agreement. Nothing in this Agreement shall be construed as restraining F.H. Black & Company Incorporated, its employees, agents, or subcontractors in the subsequent use of techniques and skills which may be acquired in the course of performance of this Agreement, or providing our client with any rights to the F.H. Black & Company Incorporated Intellectual Property.

In no event shall F.H. Black & Company Incorporated be liable for incidental, special or consequential damages arising out of, resulting from, or in any way connected with, the performance or breach of this Agreement (regardless of the form of action) even if F.H. Black & Company Incorporated has been advised of the possibility of such damages. F.H. Black & Company's liability for any cause whatsoever, and regardless of the form of action (including negligence), arising out of, resulting from, or in any way connected with, the performance or breach of this Agreement shall in no event exceed 50% of the amount actually paid for the portion of the services or work products giving rise to such liability (to a maximum of \$50,000). Neither of us will be liable for consequential or punitive damages (including lost profits or savings) even if aware of their possible existence. Neither F.H. Black & Company Incorporated nor the Client will be liable for any delays or failures to perform services due to causes beyond our control.

The Client is exclusively responsible for obtaining any approvals, permits, licenses or other permissions for off-the-shelf third party software necessary in connection with the engagement, the titles and quantities of which will be the subject of discussion and agreement between the parties and which shall specifically include CaseWare's Working Papers ("Third Party IP"). F.H. Black & Company and the Client expressly recognize they are not the owners of such Third Party IP and have no right to use such Third Party IP except as expressly granted by the third party owners of such Third Party IP.

To allow us to manage our participation in the project most effectively, we reserve the right to determine the personnel to perform the work although we will attempt to honour your requests for specific individuals. For the duration of this agreement and for a period of one year after the services are completed, you, our client, agree not to employ or solicit the employment of any F.H. Black & Company Incorporated personnel who performed services under this engagement contract. You agree to pay us an amount equal to the annual compensation for the one-year period immediately preceding the hiring or solicitation of any such F.H. Black & Company Incorporated personnel.

Either party may, upon giving thirty (30) days written notice identifying specifically the basis for such notice, terminate this agreement for breach of a material term or condition of this agreement, provided the breaching party shall not have caused such breach within the thirty (30) day period. In the event of such termination, the client shall pay us for all services rendered and expenses incurred by us prior to the date of termination.

Neither of us shall be liable for any delays or failures to perform due to causes beyond our control. F.H. Black & Company Incorporated requires, at least, two weeks notification prior to assignment of consultants. F.H. Black & Company Incorporated requires, at minimum, forty-eight hours notification of cancellation prior to a scheduled on-site visit or F.H. Black & Company Incorporated may bill the client for one day of service and non-refundable out-of-pocket travel expenses.

Subject to the qualifications set out herein, each party will defend, indemnify and hold harmless the other and its directors, officers, employees, agents, contractors and affiliates, from any loss, damage or liability which may result from any breach of this Agreement by such party of any of the terms and conditions under this Agreement.

STANDARD AGREEMENT TERMS

The parties shall execute whatever further documents and do whatever further things as may be necessary to implement and carry out the intent of this Agreement.

If any provision of this Agreement is unenforceable or invalid for any reason, that fact shall not affect the enforceability or validity of the remaining provisions of this Agreement and the offending provision shall be severable from the remainder of this Agreement.

The Client expressly authorizes F.H. Black & Company Incorporated of 36 Roslyn Road, Winnipeg, MB, R3L 0G6, (844-852-5225, www.fhblackinc.com) to send electronic communication respecting this and other matters including but not limited to electronic communication of a marketing nature. The Client retains the ability to opt-out or unsubscribe from future electronic communications at any time.

Time shall be of the essence of this Agreement.

No waiver by any party of a breach of any of the covenants, conditions and provisions contained in this Agreement shall be effective or binding upon such party unless the same shall be expressed in writing and any waiver so expressed shall not limit or affect such party's rights with respect to any other future breach.

This Agreement shall be construed in accordance with the laws of the Province of British Columbia. The parties further consent to the jurisdiction by the Courts of superior jurisdiction sitting in Kelowna, British Columbia as the exclusive forum for any and all litigation dealing with matters arising from this Agreement.

Should there be a disagreement or a dispute between the parties respecting this Agreement or the interpretation of it, the dispute shall be referred for final settlement to a single arbitrator pursuant to the provisions of the Commercial Arbitration Act, R.S.B.C. 1996, Ch. 55, or any legislation which replaces the same.

This Agreement shall enure to the benefit of and be binding upon the parties and their respective heirs, personal representatives, successors and permitted assigns.

Wherever the singular or the masculine is used in this Agreement, it shall be construed as meaning the plural or feminine or the body politic or corporate where the context or the parties require.

Unless concurrently or subsequently agreed to in writing, these terms and conditions accompanied to a signed engagement contract sets forth the complete agreement between the parties and supersedes all previous discussions and communications relating to the subject matter of this arrangement.

The undersigned has reviewed the forgoing terms and conditions and agrees to be bound by same in connection with its engagement of F.H. Black & Company Incorporated.

Dated as of the ____ day of _____, 20____.

Per: _____
Client Name (Please Print) Authorized Signatory

F.H. Black & Company Incorporated

Efficient | Effective | Reliable

PREPAID SERVICE LEVEL AGREEMENTS

Rates are effective June 1, 2017 and are subject to change without notice.

All fees are subject to applicable taxes.

<u>Service Level Agreement</u>	<u>Price</u>	
<input type="checkbox"/> Standard Time and Materials	\$195/hr	Min. charge per incident 1 hr.
<input checked="" type="checkbox"/> Standard Level Agreement (25 Hrs.)	\$4,625	Effective hourly rate = \$185
<input type="checkbox"/> Standard Level Agreement (40 Hrs.)	\$7,000	Effective hourly rate = \$175
<input type="checkbox"/> Enhanced Level Agreement (70 Hrs.)	\$11,550	Effective hourly rate = \$165

- Standard Time and Materials will be billed at the current standard hourly rate. At the time of issuance, this rate was \$195. You will be notified in advance of any changes to the standard hourly rate.
- Unused hours, purchased pursuant to this Service Level Agreement expire 36 months from the date of purchase.
- This agreement, inclusive of FHB's Standard Agreement Terms, constitutes the entire agreement between the parties with respect to all of the matters herein and its execution has not been induced by, nor do either of the parties hereto rely upon or regard as material, any representations or writings whatsoever made by or on behalf of the parties or their respective agents not expressly incorporated herein in writing. No modifications or amendments are valid unless rendered in writing and signed by both parties.
- Fees respecting unused hours are non-refundable and quoted in US dollars.
- We accept pre-payment by cheque or electronic funds transfer.

Please check the appropriate box to select a level of service and return a signed copy of this document to us.

Sincerely,

F.H. Black & Company Incorporated

Per:

Jamie Black

Jamie Black
Director of IT Services

The services and terms set out above are agreed.

Company: _____

Per: _____

AUTHORIZED SIGNATURE

Date: _____

RESOLUTION NO. 2018- 46

A RESOLUTION ACCEPTING AND APPROVING AN ENGAGEMENT LETTER AND BUSINESS ASSOCIATE AGREEMENT BETWEEN GABRIEL, ROEDER, SMITH & COMPANY, AND THE CITY OF ROCK SPRINGS, WYOMING, AND AUTHORIZING CARL R. DEMSHAR, JR., AS MAYOR OF THE CITY OF ROCK SPRINGS, AND MATTHEW L. MCBURNETT, AS CITY CLERK OF THE CITY OF ROCK SPRINGS, TO EXECUTE SAID ENGAGEMENT LETTER AND BUSINESS ASSOCIATE AGREEMENT ON BEHALF OF THE CITY OF ROCK SPRINGS.

WHEREAS, Gabriel, Roeder, Smith & Company has presented to the City of Rock Springs an Engagement Letter and Business Associate Agreement to provide GASB 75 valuation reports for fiscal years ending June 30, 2018, 2019 and 2020; and,

WHEREAS, the Governing Body of the City of Rock Springs has said letter and agreement before it and has given them careful review and consideration.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ROCK SPRINGS, STATE OF WYOMING:

Section 1. That the Engagement Letter and Business Associate Agreement with Gabriel, Roeder, Smith & Company, attached hereto and by this reference made a part hereof, be, and they are hereby, accepted and approved on behalf of the City of Rock Springs.

Section 2. That the Mayor of the City of Rock Springs be, and he is hereby, authorized, empowered and directed to execute said letter and agreement on behalf of said City; and that the City Clerk of said City, be, and he is hereby, authorized and directed to attest to said letter and agreement and to attach a certified copy of this Resolution to each duplicate original of said letter and agreement.

PASSED AND APPROVED this _____ day of _____, 2018.

President of the Council

Attest:

Mayor

City Clerk



March 13, 2018

Mr. Matt McBurnett
Senior Accountant
City of Rock Springs
212 D Street
Rock Springs, Wyoming 82901

Re: Engagement Letter to provide GASB 75 valuation reports for fiscal years ending June 30, 2018, 2019 and 2020

Dear Mr. McBurnett:

As you know, GASB Statement No. 75 (GASB 75), will become effective for your fiscal year ending June 30, 2018. Below are the proposed fees for Gabriel, Roeder, Smith & Company (GRS) to provide the GASB 75 valuations for FYE18, FYE19 and FYE20.

Under GASB 75, employers will still have the option to have full valuations performed every other year. The fees provided below are based on a biennial valuation cycle where roll-forward techniques will be applied to the June 30, 2016 valuation for the purpose of preparing the GASB 75 valuation report for FYE18. The results of the June 30, 2018 valuation will be relied on for FYE19 and FYE20. Unlike GASB Statement No. 45, GASB 75 requires a significant amount of disclosure information in the off-year, as shown in the scope of services listed on the following page.

Project	FYE18	FYE19	FYE20
1. Actuarial valuation as of June 30, 2018 in accordance with GASB 75	\$ N/A	\$10,500	N/A
2. Roll-forward valuation for the off-year	<u>\$3,000</u>	<u>N/A</u>	<u>\$3,000</u>
	\$3,000	\$10,500	\$3,000

The fees above are based on receiving data in the standard GRS format. Additional fees may apply if valuation data is provided in a format that significantly deviates from the requested format. For example, if several data files are provided when only one was requested and GRS needs to reformat the data to match the requested format. The fees outlined above assume there are no significant plan changes since the prior valuation. Fees to model new plan designs are discussed in the Additional Services section of this engagement letter.

Mr. Matt McBurnett

March 13, 2018

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Scope of Basic Services

The GASB 75 reports for FYE18, FYE19 and FYE12 will include, but are not limited to, the following:

- The updated Net OPEB Liability based on the appropriate discount rate for the reporting period. GASB 75 will require non trusted plans to determine the Total OPEB Liability using market rates for 20-year municipal bonds.
- A reconciliation of the Total OPEB Liability as required by GASB 75, which shows among other items the impact of benefit changes, assumption changes, and demographic gains/losses separately.
- The OPEB expense and supplementary information required by GASB 75.
- A statement of outflows and inflows arising from the current reporting period.
- A statement of outflows and inflows to be recognized in future OPEB expense.
- A sensitivity analysis providing the Net OPEB Liability based on a 1% higher and 1% lower discount rate.
- A sensitivity analysis providing the Net OPEB Liability based on a 1% higher and 1% lower health care trend assumption.
- For trusted plans, documentation of the "depletion date" test and the calculation of the single discount rate.

Additional Services

This section of the engagement letter only applies to additional services requested by the City. Additional fees will only be charged if the City requests services which are outside the Scope of Basic Services. If additional services are requested, GRS will provide a fee for the additional services and perform those services only after receiving acceptance of the additional charges from the City.

The City may want to consider options for mitigating its OPEB liability. Basic options studies would include alternative discount rates, alternative healthcare trend rates, benefit capitations, changes in retiree cost sharing, and possibly changes in eligibility requirements. The cost for these options studies that are determined to be 'basic' will be \$2,000 per study.

GASB 75 will require liability changes due to plan amendments to be measured separately. As a result, additional fees will apply if a significant plan change which was not previously evaluated is made. Fees for determining the liability impact of a plan change will be based on the complexity of the plan changes. Similarly, additional fees would apply if there were significant health plan changes, significant demographic changes or significant assumption changes that require revisions to the base year valuation in an off-year.

Mr. Matt McBurnett

March 13, 2018

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Options Studies and Additional Services (continued)

The base fees do not include any cost allocations across departments or component units. Fees for providing results by component unit or department will be developed as needed.

If a study or additional service is not included in the fixed fee pricing, the hourly rates shown below will apply. GRS will provide written documentation of our understanding of the service(s) requested, total costs and project timeline.

<i>GRS Resource Classification</i>	<i>Hourly Rates</i>
Senior Consultant / Actuary	\$425
Consultants	\$330
Senior Analysts	\$215
Actuarial Analysts	\$185
Systems Analysts and Programmers	\$245
Administrative Support Staff	\$135

Billing Schedule

The valuation fees will be invoiced upon acceptance of each final report.

Engagement Agreement

This engagement letter combined with the Master Agreement set forth the entire agreement between the City and GRS.

Sincerely,



Gabriel, Roeder, Smith & Company
Mehdi Riazi, FSA, EA, MAAA
Consultant

City of Rock Springs

Printed Name:

Title:

BUSINESS ASSOCIATE AGREEMENT

This BUSINESS ASSOCIATE AGREEMENT (this "Agreement") is entered into by and between GABRIEL, ROEDER, SMITH & COMPANY, a Michigan corporation ("GRS") and City of Rock Springs Retiree Health Care Plan (the "Plan") (together, the "Parties"), effective as provided below.

RECITALS

WHEREAS, the Plan is a "covered entity" within the meaning of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 CFR Parts 160-164) ("HIPAA") and the requirements of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (the "HITECH Act"; HIPAA and the HITECH Act are collectively referred to in this Agreement as "HIPAA/HITECH"); and

WHEREAS, GRS has entered into an agreement with City of Rock Springs acting on behalf of the Plan, to provide certain consulting and/or actuarial services in connection with the Plan (the "Service Agreement"); and

WHEREAS, HIPAA/HITECH requires covered entities such as the Plan to obtain and document satisfactory assurances from "business associates" (as defined therein) regarding appropriate safeguarding of certain "protected health information" (as defined therein) received or created by the business associate (a "BA Agreement"); and

WHEREAS, GRS, in the performance of its services in connection with the Plan, is a "business associate" within the meaning of HIPAA/HITECH; and

WHEREAS, the Parties desire to enter into an agreement intended to satisfy the BA Agreement requirement as and to the extent such requirement may be applicable.

NOW, THEREFORE, in consideration of the premises and the respective covenants and agreements herein contained, the Parties agree as follows:

AGREEMENT

1. *Definitions*

Capitalized terms not expressly defined in this Agreement shall have the meanings as defined in HIPAA/HITECH. For purposes of this Agreement:

- (a) "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR 164.501.
- (b) "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR 164.501 in respect of the Plan.
- (c) "**Effective Date**" shall have the meaning as set forth in Section 5(a) of this Agreement.
- (d) "**Individual**" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

- (e) **"Plan Administrator"** shall mean the person(s) or office(s) with the discretionary authority to act on behalf of the Plan on matters relating to HIPAA/HITECH and this Agreement.
- (f) **"HIPAA/HITECH"** shall have the meaning as set forth in the RECITALS portion of this Agreement.
- (g) **"Protected Health Information"** shall have the same meaning as the term "protected health information" in 45 CFR 160.103, but limited to the information received or created by GRS from or on behalf of the Plan.
- (h) **"Required by Law"** shall have the same meaning as the term "required by law" in 45 CFR 164.103, to the extent not preempted by Federal law.
- (i) **"Secretary"** shall mean the Secretary of the Department of Health and Human Services or his designee.
- (j) **"Service Agreement"** shall have the meaning as set forth in the RECITALS portion of this Agreement.
- (k) **"Significant Breach"** shall mean a pattern of activity or practice that constitutes a material breach or violation of this Agreement in the written opinion of legal counsel for the Plan. For purposes hereof, a "pattern of activity or practice" shall consist of at least three (3) discrete acts and/or omissions within a period of not more than 180 consecutive days.

2. **Obligations of GRS**

GRS agrees to:

- (a) not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law;
- (b) use appropriate safeguards and comply, where applicable, with the Security Standards for the Protection of Electronic Protected Health Information set forth in 45 CFR Part 164, Subpart C with respect to electronic protected health information, to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement;
- (c) report to the Plan Administrator any use or disclosure of Protected Health Information not provided for by this Agreement of which it becomes aware, including breaches of unsecured Protected Health Information as required by 45 CFR 164.410;
- (d) in accordance with 45 CFR 164.502(e)(1)(ii), ensure that any subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of GRS agrees to the same restrictions and conditions that apply through this Agreement to GRS with respect to such information; provided that the Plan shall not have any right to disapprove any subcontractors of GRS or to review any agreements with such subcontractors, except to the extent specifically provided herein or in the Service Agreement;

- (e) provide, in a commercially reasonable time and manner, access to Protected Health Information to the Plan Administrator to the extent necessary to meet the requirements under 45 CFR 164.524, provided that (i) such access shall be provided only to the extent such Protected Health Information is in the possession of GRS and maintained in a Designated Record Set and (ii) the Plan shall reimburse to GRS any of the following costs incurred in providing such access:
 - (i) copying (including the cost of supplies and labor);
 - (ii) postage; and
 - (iii) preparation of an explanation or summary of the Protected Health Information;
- (f) make, in a commercially reasonable time and manner, any amendment(s) to Protected Health Information that the Plan Administrator directs or agrees to pursuant to 45 CFR 164.526, provided that such amendment(s) shall be made only to the extent such Protected Health Information is in the possession of GRS and maintained in a Designated Record Set;
- (g) make available to the Plan Administrator, in a commercially reasonable time and manner, information in the possession of GRS as and to the extent required for the Plan to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528;
- (h) to the extent GRS is to carry out the Plan's obligations regarding Privacy of Individual Identifiable Health Information set forth in 45 CFR Part 164, Subpart E (the "Privacy Requirements"), comply with the Privacy Requirements that apply to the Plan in GRS' performance of such obligations; and
- (i) make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from the Plan, or created or received by GRS on behalf of the Plan, available to the Secretary for purposes of the Secretary determining the Plan's compliance with the Privacy Requirements.

3. ***Permitted Uses and Disclosures by GRS***

- (a) General Use and Disclosure Provisions. Except as otherwise limited in this Agreement, GRS may use or disclose Protected Health Information to perform its duties, functions, activities, or services for, or on behalf of, the Plan, provided that such use or disclosure would not violate (i) HIPAA/HITECH if done by the Plan or (ii) the minimum necessary policies and procedures of the Plan as and to the extent intended to comply with HIPAA/HITECH and communicated by the Plan Administrator to GRS.
- (b) Specific Use and Disclosure Provisions.
 - (i) GRS may use Protected Health Information for the proper management and administration of GRS or to carry out the legal responsibilities of GRS.
 - (ii) Except as otherwise restricted by this Agreement, GRS may disclose Protected Health Information for the proper management and administration of GRS or to carry out the legal responsibilities of GRS, provided that:
 - (A) disclosures are Required By Law, or

- (B) GRS obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies GRS of any instances of which it is aware in which the confidentiality of the information has been breached.
- (iii) Except as otherwise limited in this Agreement, GRS may use Protected Health Information to provide Data Aggregation services as permitted by 45 CFR 164.504(e)(2)(i)(B).
- (iv) GRS may use or disclose Protected Health Information to report violations of law to appropriate Federal and/or State authorities, consistent with 45 CFR 164.502(j).
- (v) Except as otherwise limited in this Agreement, GRS may disclose Protected Health Information to other "business associates" (within the meaning of HIPAA/HITECH) of the Plan (i) as directed by the Plan Administrator or (ii) to perform its duties under the Service Agreement. Notwithstanding any provision hereof or any other prior agreement by the Parties, it shall be the Plan's sole responsibility (and not GRS's responsibility) to ensure that the Plan has entered into appropriate business associate agreements with (or has obtained similar written assurances from) its business associates.
- (vi) Except as otherwise limited in this Agreement, GRS may disclose Protected Health Information to the Plan's sponsoring employer(s) as directed by the Plan Administrator; provided that the Plan Administrator shall include in such direction the specific person(s) or official(s) to whom such disclosure shall be made. Notwithstanding any provision hereof or any other prior agreement by the Parties, it shall be the Plan's sole responsibility (and not GRS's responsibility) to ensure that the Plan has, in its official plan document, an appropriate provision regarding disclosures of Protected Health Information to any sponsoring employer of the Plan.

4. *Obligations of the Plan and Plan Administrator*

- (a) General. Except as otherwise specifically provided under this Agreement, the Plan shall not request or permit GRS to (and shall not cause the Plan Administrator to request or permit GRS to) use or disclose Protected Health Information in any manner that may not be permissible under HIPAA/HITECH if done by the Plan.
- (b) Notification of Privacy Practices and Restrictions. The Plan shall cause the Plan Administrator to promptly notify GRS of:
 - (i) the name or office of each person authorized to act as the Plan Administrator for purposes of this Agreement, and any changes thereto;
 - (ii) any limitation(s) in the Plan's notice of privacy practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect GRS's use or disclosure of Protected Health Information;

- (iii) any changes in, or revocation of, permission by an Individual regarding use or disclosure of Protected Health Information relating to that Individual, to the extent that such changes may affect GRS's use or disclosure of Protected Health Information;
- (iv) any restriction to the use or disclosure of Protected Health Information that the Plan has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect GRS's use or disclosure of Protected Health Information; and
- (v) any policies and procedures of the Plan to the extent that such policies or procedures may affect GRS' use or disclosure of Protected Health Information.

5. *Term and Termination*

- (a) Term. The term of this Agreement shall be for a period commencing as of the later of (i) March 13, 2018 or (ii) the first date as of which HIPAA/HITECH applies to the Plan (the "Effective Date"), and ending when all of the Protected Health Information provided by the Plan to GRS, or created or received by GRS on behalf of the Plan, is destroyed, returned to the Plan or further protected in accordance with the termination provisions in this Section 5.
- (b) Termination for Cause. Upon the Plan Administrator's knowledge of a Significant Breach of GRS's obligation under this Agreement and subject to Section 5(c) hereof, the Plan Administrator may commence termination of this Agreement by providing a notice of termination to GRS. Notwithstanding the foregoing, this Agreement shall be considered to have been terminated pursuant to this Section 5(b) only if, prior to such notice of termination:
 - (i) the Plan Administrator shall have given to GRS written notice describing with specificity the Significant Breach;
 - (ii) a period of 60 days from and after the giving of such notice shall have elapsed without GRS's having substantially cured or remedied such reason for termination during such 60-day period, unless such reason for termination cannot be substantially cured or remedied within 60 days, in which case the period for remedy or cure shall be extended for a reasonable time (not to exceed 60 days), provided that GRS has made and continues to make a diligent effort to effect such remedy or cure; and
 - (iii) a final determination shall have been made by the Plan Administrator that the Significant Breach persists, following a meeting at which GRS shall be entitled to appear and contest the determination.
- (c) Condition Precedent. Upon receipt of a notice of termination pursuant to Section 5(b) hereof, or for termination of this Agreement for any other reason, GRS shall return or destroy all Protected Health Information received from the Plan, or created or received by GRS on behalf of the Plan, that GRS still maintains in any form, and shall retain no copies of such information, except that if GRS determines that such return or destruction is not feasible, GRS shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible.

- (d) Report to Secretary of HHS. If, in the reasonable determination of the Plan Administrator, termination of the Agreement pursuant to Section 5(b) hereof is not feasible, the Plan Administrator shall report the Significant Breach to the Secretary.

6. Other Provisions

- (a) Separate from Service Agreement. Notwithstanding anything herein to the contrary, this Agreement shall not be construed, and is not intended, to be a part of any Service Agreement or to otherwise impose on GRS any duties, responsibilities, obligation whatsoever in respect of the administration of the Plan, including any duties, responsibilities or obligation of the Plan pursuant to HIPAA/HITECH.
- (b) No Liability. To the fullest extent permitted by law, GRS shall be under no liability for any use or disclosure made in accordance with the directions of the Plan Administrator or other Plan representatives.
- (c) No Duty to Question. Notwithstanding anything herein to the contrary, GRS shall not be under any duty to question any directions received from the Plan Administrator, nor to review in any respect the manner in which any fiduciary of the Plan exercises its authority and discharges its duties with respect to the Plan.
- (d) Amendment. The Parties agree to take such action to amend this Agreement from time to time as is necessary for the Plan to comply with the requirements of HIPAA/HITECH.
- (e) Ambiguities. Any ambiguity in this Agreement shall be resolved in a manner that is consistent with the applicable requirements under HIPAA/HITECH.
- (f) Notice. Any notice required to be given hereunder shall be in writing and delivered by hand or sent by facsimile, registered or certified mail, return receipt requested, or by air courier, to the address (or fax number) cited in the signature block of this Agreement or to such other address (or fax number) as shall be specified by like notice by either Party, and shall be deemed given only when received.
- (g) Headings. The title, headings, and subheadings of this Agreement are solely for the convenience of the Parties and do not affect the meaning or interpretation of any provision of this Agreement.
- (h) Governing Law. Except to the extent preempted by Federal law, this Agreement shall be governed by and enforceable in accordance with the laws of the State of Michigan without giving effect to the principles of conflict of laws thereof.
- (i) Arbitration. Any controversy or claim arising out of this Agreement, or the breach or violation thereof, shall be settled by binding arbitration in the City of Southfield, Michigan, in accordance with the rules then obtaining of the American Arbitration Association, and the arbitrator's decision shall be binding and final, and judgment upon the award rendered may be entered in any court having jurisdiction thereof.
- (j) Entire Agreement. This Agreement contains the entire understanding between the Plan and GRS with respect to the subject matter hereof and, except as specifically provided herein, cancels and supersedes any and all other agreements between the Plan and GRS with respect to the subject matter hereof. Any amendment or modification of this Agreement shall not be binding unless in writing and signed by both the Plan and GRS.

- (k) Severability. In the event that any provision of this Agreement is determined to be invalid or unenforceable, the remaining terms and conditions of this Agreement shall be unaffected and shall remain in full force and effect, and any such determination of invalidity or unenforceability shall not affect the validity or enforceability of any other provision of this Agreement.
- (l) No Benefit to Others. The representations, covenants and agreements contained in this Agreement are for the sole benefit of the Parties, and they shall not be construed as conferring, and are not intended to confer, any rights on any other persons.
- (m) Counterparts. This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

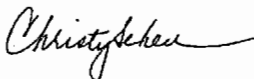
IN WITNESS WHEREOF, the Parties have entered into this Business Associate Agreement, effective as of the Effective Date.

CITY OF ROCK SPRINGS RETIREE HEALTH CARE PLAN

Date: _____ By: _____
Name: _____
Title: _____
Address: _____

Fax Number: _____

GABRIEL, ROEDER, SMITH & COMPANY

Date: March 13, 2018 By: 
Name: Christine Scheer
Title: Corporate Secretary
Address: One Towne Square, Suite 800
Southfield, Michigan 48076
Fax Number: (248) 799-9020

RESOLUTION NO. 2018-47

A RESOLUTION ACCEPTING AND APPROVING A CHANGE REQUEST FROM POINT & PAY, LLC, AND AUTHORIZING CARL R. DEMSHAR, JR., AS MAYOR OF THE CITY OF ROCK SPRINGS, WYOMING, AND MATTHEW L. MCBURNETT, AS CITY CLERK OF THE CITY OF ROCK SPRINGS, TO EXECUTE SAID CHANGE REQUEST ON BEHALF OF THE CITY.

WHEREAS, pursuant to the authority granted by the Governing Body in Resolution 2016-06, which was accepted and approved on January 5, 2016, the City of Rock Springs previously entered into an agreement for the provision of E-Payment Services by Point & Pay, LLC, for the purpose of processing credit card payments received by the Rock Springs Municipal Utilities; and,

WHEREAS, pursuant to the authority granted by the Governing Body in Resolution 2016-93, which was accepted and approved on July 19, 2016, the City of Rock Springs previously approved an application for additional E-Payment Services by Point & Pay, LLC; and,

WHEREAS, pursuant to the authority granted by the Governing Body in Resolution 2018-29, which was accepted and approved on March 6, 2018, the City of Rock Springs previously approved a Change Request with said Point & Pay, LLC, for the purpose of changing the fee structure from the convenience fee rates to the new absorbed rates; and,

WHEREAS, the Governing Body of the City of Rock Springs has determined that it is in the best interest of the City that it enter into a Change Request with said Point & Pay, LLC, for the purpose of absorbing echeck fees, to be billed at \$0.65 per check; and,

WHEREAS, the Governing Body has said Change Request before it and has given it careful review and consideration.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ROCK SPRINGS, STATE OF WYOMING:

Section 1. That the terms and provisions of the Change Request with Point & Pay, LLC, attached hereto and by this reference made a part hereof, is hereby accepted and approved by the City of Rock Springs, Wyoming.

Section 2. That the Mayor of said City be, and he is hereby, authorized, empowered and directed to execute and confirm said Change Request on behalf of said City; and that the City Clerk of said City, be and he is hereby, authorized and directed to attach to said Change Request a certified copy of this resolution.

PASSED AND APPROVED this _____ day of _____, 2018.

President of the Council

Mayor

Attest:

City Clerk



CHANGE REQUEST

Requestor Name:

Matt McBurnett

Request Date:

3/13/2018

Current Partner Name:

City of Rock Springs, WY

Current Partner ID:

7863, 7596

Enter below the name of the product(s) to which this change request applies.

Product Name	Product Code
All Products	<input checked="" type="checkbox"/>

Select the change type:

Change Partner Name		
Deactivate Partner		
Add New Office		
Modify Existing Office		
Add New Product		Add Fees Below
Deactivate Product		
Change Product Name		Describe Changes Below
Change Product Classification (MCC)		
Add/Remove Payment Types		
Add/Remove Channels		
Add/Remove Modules		
Change Custom Data Element		
Change/Add Software Vendor		
Change Credit Card Fees		
Change E-Check Fees	X	
Other Fee Changes		
Change Banking Info		Complete PNP Banking Info Doc

Describe Changes Requested:

Absorbing echeck fees. Will be billed at \$0.65 per check.

Client Signature

Title

Name (Print)

Date



City Council Agenda

Ordinances

ORDINANCE NO. 2018- 04

AN ORDINANCE AMENDING SECTION 1-604(c) OF THE ORDINANCES OF THE CITY OF ROCK SPRINGS ENTITLED "ADOPTING THE PERSONNEL POLICIES AND PROCEDURES RELATING TO CITY OF ROCK SPRINGS EMPLOYEES" AND ADOPTING REVISED PERSONNEL POLICIES.

WHEREAS, the Governing Body of the City of Rock Springs desires to amend Section 1-604(c) of the Ordinances of the City of Rock Springs entitled "Adopting the Personnel Policies and Procedures Relating to City of Rock Springs Employees" to reflect changes in employment law and regulations; and,

WHEREAS, the Governing Body of the City of Rock Springs desires to amend its ordinance regarding Personnel Policies and Procedures to enhance its ability to effectively administrate city operations and city employees; and,

WHEREAS, the Governing Body of the City of Rock Springs finds that it is in the best interest of the City that the current Personnel Policies and Procedures of the City of Rock Springs, Revised in June of 2007, be replaced and supplanted by the Personnel Policies and Procedures attached to this ordinance, and by this reference specifically made a part hereof; and,

WHEREAS, the Governing Body of the City of Rock Springs has said revised Personnel Policies and Procedures before it, and has given them careful review and consideration.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF ROCK SPRINGS, STATE OF WYOMING:

Section 1. That Section 1-604(c), entitled "Adopting the Personnel Policies and Procedures Relating to City of Rock Springs Employees" of the Ordinances of the City of Rock Springs, Wyoming, is hereby amended to read as follows:

1-604(c) ADOPTING THE PERSONNEL POLICIES AND PROCEDURES RELATING TO CITY OF ROCK SPRINGS EMPLOYEES.

1. The existing Personnel Policies and Procedures of the City of Rock Springs initially adopted by reference in Ordinance Number 80-15 on May 6, 1980, **amended and reenacted by Ordinance Number 84-1 on March 6, 1984**, and all previous **subsequent re-enactments and** amendments thereto, are hereby repealed.

2. That certain document dated ~~January, 1984~~ **February, 2018**, entitled "Personnel Policies and Procedures of the City of Rock Springs, Revised April 2018" in the form attached hereto and by this reference made a part hereof is hereby approved and adopted as the new Personnel Policies and Procedures for the City of Rock Springs, Wyoming.

3. The Personnel Policies and Procedures of the City of Rock Springs, Revised, as adopted by Section 2 above, shall themselves be subject to such further revision

and amendment as the Governing Body may from time to time adopt and approve by ordinance resolution.

1st Reading_____

2nd Reading_____

3rd Reading_____

PASSED AND APPROVED this _____ of _____, 2018.

President of the Council

Mayor

Attest:

City Clerk

City of Rock Springs

Personnel Policies and Procedures



Revised April 2018

NOTHING IN THESE PERSONNEL POLICIES IS INTENDED TO CREATE A CONTRACT OF ANY TYPE BETWEEN THE CITY AND ITS EMPLOYEES. THE CITY COUNCIL RETAINS THE ABSOLUTE DISCRETION TO SUSPEND, MODIFY OR SUPERSEDE THESE PERSONNEL POLICIES THROUGH THE COUNCIL'S ORDINARY COURSE OF BUSINESS.

ARTICLE I - ADMINISTRATION

Section 101. Purpose and Scope.

a) The City of Rock Springs hereby establishes these personnel policies and procedures to be used as guidelines for the fair and consistent handling of personnel matters.

b) These personnel policies and procedures shall apply to all employees unless otherwise noted. Any conflict between these rules and applicable civil service rules or civil service statutes shall be resolved in favor against these rules and in favor of applicable civil service rules or laws. Conflicts or inconsistencies between these rules and negotiated contracts with recognized collective bargaining units representing City employees shall be resolved in favor of the negotiated contracts, except where otherwise required by law. (Ord. No. 2002-09, 6-18-02).

c) These personnel policies and procedures supplant and replace all existing City personnel policies and may themselves be amended, modified or repealed by the governing body of the City of Rock Springs.

Section 102. Department Heads and Department Rules.

a) The governing body of the City of Rock Springs exercises ultimate control over personnel matters through the budgetary process and adoption of personnel policies through ordinances and/or resolutions.

b) Department Head. The individual Department Heads within the City shall bear the principal burden of administering these policies and procedures within their respective departments, except where stated otherwise; and, they shall be primarily responsible for the selection, administration and discipline of personnel within their departments.

Department Heads may establish such rules and policies, not inconsistent herewith, as they deem necessary for the efficient and orderly administration of their departments. In the event of a conflict or inconsistency, or ambiguity, the personnel policies and procedures outlined herein shall take strict precedence; and, to the extent of such conflict or inconsistency or ambiguity, the

departmental rules shall be void. Such departmental rules are subject to the review and approval of the Mayor and the Director of Human Resources to insure consistency with these policies and procedures prior to their becoming effective within the department.

In the event of the absence or incapacity of a Department Head, or if a vacancy in such a position occurs, then the Mayor shall designate, orally or in writing, a person from within the department to carry out the duties and responsibilities of the Department Head. Failing such designation by the Mayor, division supervisors shall have the authority to carry out the duties and responsibilities of the Department Head under these personnel policies and procedures within their respective divisions.

Section 103. At-Will

For all employees hired or promoted after [DATE OF ADOPTION OF PERSONNEL POLICIES] employment with the City of Rock Springs is on an at-will basis unless otherwise stated in a written employment agreement signed by the Mayor. This means that employment may be terminated by the employee or the City at any time, for any reason, and with or without prior notice.

No one has the authority to make any express or implied promises that contradict or limit an employee's right to resign or the City's right to terminate an employee at any time, for any reason or for no reason, with or without prior notice. No statement, act, series or events or pattern of conduct can change this at-will relationship.

Nothing in this handbook creates an employment agreement, express or implied, or any other agreement between any employee and the City.

ARTICLE II - TYPES OF EMPLOYMENT

There are five types of employment with the City of Rock Springs. The Director of Human Resources, along with the Department Head, will assign each employee to a type of employment. All employees are considered non-exempt unless they meet the Fair Labor Standards Act requirements of an exempt employee.

Section 201. Official Employee.

An official employee is an elected individual serving as the Mayor or as a member of the City Council. Such employees are eligible for wages and benefits as determined by the Governing Body. These individuals are employees subject to the terms and conditions of appropriate State Statutes, ordinances and resolutions and are covered under City liability policies.

Official employees are not subject to nor governed by these personnel policies except as otherwise provided herein.

Official employees are exempt from the overtime pay under the Fair Labor Standards Act.

Section 202. Appointed Employee.

An appointed employee is a full-time or part-time employee appointed by the Mayor with the consent of the City Council. Their employment is subject to conditions and terms of appropriate State Statutes, ordinances and resolutions. Appointed employees include: City Clerk, City Treasurer, Police Chief, Fire Chief, Director of Engineering and Operations, Director of Administrative Services, City Attorney, Assistant City Attorney, Director of Parks and Recreation, Director of Human Resources, Director of Public Services and Municipal Court Judge.

Appointed employees are eligible for benefits if they meet the specific eligibility requirements as outlined for each benefit. Appointed employees are exempt from the overtime pay under the Fair Labor Standards Act.

Section 203. Full-time Employee.

A full-time employee is an employee who typically works 40 hours per week. Full-time employees are eligible for benefits if they meet the specific eligibility requirements as outlined for each benefit.

Full-time employees may be exempt from overtime pay under the Fair Labor Standards Act. Any questions about which positions are exempt or non-exempt should be directed to the Director of Human Resources.

Section 204. Part-time Employee.

A part-time employee is an employee who works on a regularly scheduled basis that averages 28 hours a week or less. Part-time employees are not eligible for benefits, and are not exempt from overtime pay under the Fair Labor Standards Act.

Section 205. Temporary Employee.

A temporary employee is an employee who works for a specified limited period or on a specific project. Temporary employees are not eligible for benefits. Temporary employees may or may not be exempt from overtime pay under the Fair Labor Standards Act, depending on job duties and whether they are paid

on a salary or hourly basis. Any questions about which positions are exempt or non-exempt should be directed to the Director of Human Resources.

ARTICLE III - EMPLOYMENT PROCEDURES

Section 301. Equal Employment Opportunity.

It is the intent and policy of the City of Rock Springs to provide equal employment opportunities to all applicants and employees in the administration of all employment practices, including, but not limited to, recruitment, hiring, promotions, discipline, training, benefits and other terms and conditions of employment. All employment decisions shall be based on merit, job-related qualification and competence without regard to any individual's sex, race, color, religion, national origin, age, disability, genetic information, military service status or any other characteristic protected by federal, state or local law.

Any applicant or employee who believes they have been subject to discrimination on the basis of one of the characteristics described above should immediately report the circumstances in writing to their supervisor, the Department Head or the Director of Human Resources. All reports will be investigated promptly and as confidentially as possible consistent with the need to conduct a thorough investigation. Appropriate corrective action will be taken for violations of this policy.

The City prohibits retaliation against an employee for making a good faith report of suspected violation of policy or for participating in the investigation of such a report. Please see Section 303 for the Policy Prohibiting Retaliation.

Section 302. People with Disabilities and Requests for Accommodation.

The City will make employment decisions without discrimination based on disability. Such decisions may not limit, segregate, or classify applicants or employees on the basis of disability in a way that would adversely affect their opportunities or status. The City will make equal employment opportunities available to persons physically and mentally qualified to perform the essential functions of a job.

While many individuals with disabilities can work without accommodation, some employees may need accommodations to enable them to perform the essential functions of their positions. It is the policy of the City to reasonably accommodate qualified individuals with disabilities, to the extent required by the Americans with Disabilities Act and state law, provided such accommodations are directly related to performing the essential

functions of a job, another vacant position the employee desires, or when necessary to enable the employee to enjoy equal employment opportunity. The City's obligation to provide an accommodation may be limited if the accommodation will impose an undue hardship, or if the accommodation will result in a direct threat to the health and safety of the employee or others.

Employees who wish to request an accommodation of a physical or mental impairment or disability should contact the Director of Human Resources. Also, when supervisors receive any request from an employee for alteration of work assignments or methods, schedules, breaks, or any other change in working conditions related to an employee health issue or physical limitation, the supervisor should immediately refer the employee to the Director of Human Resources and notify the Director of the employee's request.

The City may, through Human Resources, request documentation of the employee's limitations or restrictions to support the request, including documentation from the employee's health care providers. It is the employee's responsibility to authorize the employee's health care providers to respond to the City's request for this information, and to cooperate in the process of obtaining that information. All information acquired through the accommodation process will be stored in the employee's medical file, apart from the employee's personnel file.

Once the Director of Human Resources has received the documentation of the employee's limitations or restrictions, the City and the employee will discuss the job-related limitations and the possible reasonable accommodations that might allow the employee to perform the essential functions of the job. The employee is encouraged to suggest possible accommodations as early in this process as possible. While an employee's preference will be given consideration, the City is free to choose among equally effective reasonable accommodations and may choose one that is less expensive or easier to provide.

If a reasonable accommodation is identified, the Director of Human Resources will summarize the accommodation process and its conclusion in writing, with a copy to the employee. This documentation will be included in the employee's medical file. The employee's Department Head and supervisor will be notified of the accommodation, but will not be notified of the underlying medical condition.

Section 303. Policy Prohibiting Retaliation.

The City prohibits unlawful retaliation against any employee because of the employee's participation in protected activity.

All forms of unlawful retaliation are prohibited, including any form of discipline, reprisal, intimidation or other form of retaliation for participating in any activity protected by law. Any employee, regardless of position or title, who violates this policy, will be subject to discipline, up to and including termination of employment.

Examples of protected activities include:

- Lodging a good faith internal complaint (written or oral) with a City elected official, the Director of Human Resources, a Department Head, or a supervisor, specifically opposing unlawful discrimination or harassment or complaining about violations of wage and hour law (for example, if an employee believes he has been sexually harassed or not paid overtime he is owed).
- Filing a good faith complaint of unlawful discrimination or harassment with the Wyoming Department of Workforce Services or US Equal Employment Opportunity Commission (EEOC) or in court.
- Participating in an internal investigation into allegations of sexual harassment.
- Supporting another employee's internal or administrative complaint of unlawful discrimination (by, for example, testifying or providing an affidavit in support of a co-worker who has filed a discrimination complaint with the EEOC).
- Requesting an accommodation under the Americans with Disabilities Act
- Requesting or taking leave under the Family and Medical Leave Act
- Filing a worker's compensation claim

The examples above are illustrative only, and not exhaustive. No form of retaliation for any protected activity will be tolerated.

Section 304. Complaint Procedure for Retaliation.

If you are subjected to any conduct that you believe violates this policy, you must promptly speak to, write or otherwise contact your direct supervisor, or Department Head or the Director of Human Resources, ideally within five days of the offending conduct. If you have not received an update about the actions taken in response to your report within seven (7) days after reporting, please immediately contact the Mayor. These individuals will ensure that an investigation is conducted in a timely fashion.

Your complaint should be as detailed as possible, including the names of all individuals involved and any witnesses. A written complaint is not required, but would be very helpful in the investigation process. The City will directly and thoroughly investigate the facts and circumstances of all perceived retaliation and will take prompt corrective action, if appropriate.

Additionally, any manager or supervisor who observes retaliatory conduct must report the conduct to the Director of Human Resources so that an investigation can be made and corrective action taken, if appropriate.

Section 305. Selection of Employees.

a) The selection of employees for any position not within the bargaining unit covered by any collective bargaining agreement in effect at the time the vacancy is filled shall be based primarily on qualifications, experience and job performance. Seniority will be considered only when other factors are equal in the opinion of the decision-maker.

b) Seniority shall be defined as the length of full-time service of an employee calculated from the date of hire. Full-time employees, including employees of the Fire and Police Departments, shall be placed upon the seniority lists to be maintained and updated at all times by the City. In the event an employee retires or terminates employment with the City, such employee shall lose all seniority.

c) Employees shall be notified of any open positions in the following manner:

1. Full-time vacancies shall be posted internally by the City for a period of five (5) working days via City email

and on all department bulletin boards. The announcement shall include the job title, job description, and rate of pay.

- a. If no applications are received from a current City employee within 5 days, the Director of Human Resources in conjunction with the Department Head will determine the recruiting strategy used to fill the vacant position.

2. Any full-time employee of the City who wishes to be considered for the open position must complete an application for the job within the five (5) working day period and will be subject to the same hiring process as an outside candidate.

3. In addition, any eligible, former employee whose name appears on the layoff panel list shall be notified of the opening by the City and given the opportunity to make application for the job for a period of five (5) working days following such notice.

d) All applications must be submitted to the Human Resources Department and must be on the approved application form. The City accepts applications for specific job openings. Applications will be processed as outlined below. Applications are kept on file for (3) three years.

1. The Human Resources Department has the responsibility to review applications, conduct initial interviews, administer tests when applicable, or perform other necessary review functions.
2. A selected number of qualified applicants are interviewed. These interviews may include other individuals deemed appropriate.
3. Two (2) references will be obtained on all potential employees as deemed appropriate. The Human Resources Department will obtain this reference information either in writing or by telephone. The person obtaining the reference information documents this information, which is included in the employee's file.
4. If the position requires licensure or certification, the Human Resources Department verifies such licensure/certification of the applicant with the appropriate licensing agency of the State of Wyoming.
5. Offers of employment are contingent upon the completion of pre-employment screening that includes, but is not limited to alcohol and drug tests for safety sensitive positions, completion of a background check, as outlined in the background checks and documentation of the applicant's identity and authorization to work in the United States as required by the Immigration Reform and Control Act.

6. Unsuccessful candidates will be notified of the decision.
7. Each new employee completes the required processing by the Human Resources Department before beginning work.

e) The Police Department and the Fire Department are covered under civil service statutes with the State of Wyoming. All hiring procedures will be administered as set forth in the respective civil service commission rules.

f) The Department Head shall be primarily responsible for the selection of an appropriate candidate to fill any vacancy within the department. The Department Head may use any appropriate and reasonable means deemed necessary in the selection. All appointments, promotions, transfers and new hires shall be subject to the review and approval of the Mayor.

g) No elected official of the City of Rock Springs shall become employed by the City without first resigning the elected position.

Section 306. Testing.

In order to fill a position, the Department Head may utilize appropriate testing methods based upon the skills and knowledge required to perform the job. Such testing methods may include, but are not limited to, written exams, performance tests, physical agility tests, reviews of experience and training, and oral interviews.

The tests shall be considered as selection tools only and may be used or required to be performed more than once. The Department Head or the Director of Human Resources may give applicants feedback on their relative strengths and weaknesses as compared to other applicants, if requested.

The Department Head may limit testing only to those considered in his/her judgment to be best qualified or suited for the vacancy.

Section 307. Residency Requirements.

Department Heads, upon determining that the City's best interests would be served by doing so, may require employees to live within the City Limits. All Department Heads, firemen and policemen shall reside within ten (10) miles of City Hall. Department Heads, upon determining that the City's best interests would be served by doing so, may require employees to live within the ten (10) miles limit as well. The Mayor shall have authority to grant special permission to live outside the stated limit for good cause.

Section 308. Nepotism.

In recognition of the inherent impact on employee discipline and morale and the potential for favoritism, the following policy shall apply concerning the employment of related persons within City departments, agencies, and/or activities for whom wages are paid using City funds.

A member of an employee's immediate family may be considered for employment by a City department if the applicant possesses all the qualifications for employment. An immediate family member may not be hired, however, if the employment would:

- a. Create either a direct supervisor/subordinate relationship with a family member; or
- b. Create either an actual conflict of interest or the appearance of a conflict of interest.

The above criteria will also be considered when assigning, transferring, or promoting an employee. For the purpose of this policy, "immediate family" includes: employee's spouse or domestic partner (whether divorced, separated or living together), brother, sister, parents, children, stepchildren, grandchildren, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, and any other member of the employee's household.

When a situation arises which contradicts this policy (whether because of the developing relationship or marriage of two employees or some other circumstance) both employees are required to report the situation to the Director of Human Resources. One of the employees involved will be required to apply for transfer to another eligible position within the City, resign or otherwise be discharged. Employees will be permitted to determine which of them will resign and will be required to inform the Director of Human Resources of their decision within 30 days after the situation which contradicts the policy begins. If the employees cannot make a decision, the City will decide in its sole discretion, which employee will remain employed. Further, there is no guarantee of future employment if found in violation of this policy (i.e., may not be able to transfer to another department).

The intentional withholding of information regarding relationships identified in this policy may result in the immediate termination of the individuals involved.

Section 309. Termination of Employment

Termination of employment occurs when an employee resigns,

retires, is discharged, is the subject of a reduction in force, dies, or his/her contract expires. An employee may resign at any time and the City may terminate employment at any time.

a. Resignation / Retirement. Employees may resign or retire at any time. All written resignations must be submitted to the Department Head or the Human Resources Department. Employees who resign are expected to give written notice of their intent to resign. Adequate notice is defined as follows:

1. Supervisory/managerial employees are expected to give six (6) weeks' notice;
2. Professional staff employees are expected to give four (4) weeks' notice. For the purposes of this policy, the following positions are defined as professional staff: police officer, fireman, engineer, inspector, and planner.
3. All other employees are expected to give at least two (2) weeks' notice.
4. Employees who do not provide adequate notice of their intent to resign are determined to be "ineligible for rehire," and they may not receive their accrued, but unpaid, vacation benefits as per Wyo. Stat. § 27-4-501 (a) (iii)
5. Completing of Wyoming Retirement paperwork does not constitute notice of intent to resign or retire.

b. Involuntary Termination. The City may terminate the employment of an employee at any time. For fire and police employees, Civil Service Rules will be followed.

The termination process shall be as follows:

1. When action is being considered by a Department Head to terminate employment of an individual, the Department Head must first review and receive approval from the Director of Human Resources, Mayor and Legal Counsel.
2. Once the decision has been made to terminate employment, the Department Head, Director of Human Resources, or another appropriate individual meets with the employee to discuss the termination. The employee is given a written letter regarding the termination action. The employee is given information regarding his/her grievance rights if union employee, benefits, continuation rights, if appropriate, and any other necessary information.
3. As part of the termination process, a determination is made as to whether the employee is "ineligible for re-hire." The supervisor is to note the reason for dismissal and ineligibility for re-hire clearly on the personnel action form.

c. Human Resources Department Role. The Human Resources Department attempts to contact each employee whose employment has ended to:

1. Explain the employee's rights to continue benefits, when applicable;

2. Obtain the forwarding address of the employee, or other demographic information; and
 3. Provide any other appropriate information.
 4. As appropriate, the Human Resources Department will attempt to contact each employee to conduct an exit interview to obtain the employee's suggestions regarding the working environment at the City.
- d. Department Head Role. The Department Head will contact the Human Resources Department when a resignation has been received or prior to the determination of termination. For each employee whose employment has ended, the employee's supervisor attempts to meet with the employee to arrange to collect name badge, keys, credit cards, equipment, city cell phone, or any other City property on the last day of employment.
- e. Date of Termination. The date of termination shall usually be deemed as the last day the employee actually worked.
- f. Benefits. All benefits shall end as of the date of termination with the exception of health, dental, and life insurance coverage that ends at the end of the month during which the termination occurs.
- g. Final Paycheck. For all terminations, the final paycheck will be available with the next regular payroll check. The final paycheck includes all wages earned by the employee through the last day worked and all accrued, but unpaid, benefits if applicable. Deductions from the final paycheck will be made for any educational costs and contact obligation not completed as per signed agreement with the City and the Employee.

Section 310. Reduction of Force.

In all cases where the working force is to be reduced, employees with the greatest seniority shall be retained provided that the Mayor and Department Head agree they have the ability to perform available work and when all other things are equal.

Section 311. Layoff Procedure.

In all cases where the working force is to be reduced, City representatives shall meet with the employees and any union representatives at least 24 hours in advance and review the available jobs and the individuals to be laid off or retained.

Within five (5) days after an employee is notified that he or she is to be laid off, he or she must fill out a City of Rock Springs Panel Form and submit it to the City. On this form the Employee shall list; (1) his or her years of service with the

City; (2) the jobs he or she is able to perform and for which he or she wishes to be recalled.

Section 312. Panels.

Employees who are idle because of a layoff or reduction in work force and wish to be recalled shall be placed on a panel, from which the employees may be returned to employment as outlined in Section 305. A panel member shall be considered pursuant to the provisions of these policies, for every job which the employee has listed on their layoff form as one to which the employee wishes to be recalled. An Employee shall be permitted to update and upgrade the layoff form at any time.

The City shall be custodian of the panel records. All panel records shall be made available to any union representing any bargaining unit of employees. The laid-off bargaining unit employee shall keep the City and the Local Union informed of any change of address and/or telephone number where the employee may be regularly reached. Notice, required by Section 305, to the last known address of the laid-off Employee by certified mail shall be sufficient notice of recall. Copies of the Notice shall be made available to any union representing any bargaining unit of employees. The employee so notified may either accept or reject the job which is available; but if the employee rejects a job which the employee has listed as one to which the employee wishes to be recalled or fails to respond within five (5) working days after receipt of such notice, the employee's name shall be removed from the panel.

Employees who are on a panel shall retain the seniority earned prior to their layoff, and will continue to accrue seniority while on the panel. Any seniority which is accrued by an employee during a period of lay-off shall be used exclusively to determine eligibility for rehire and shall not be considered for purposes of determining the employee's eligibility for retirement benefits, insurance benefits or any other benefit available through the City. (Ord. No. 96-08, 7-16-96).

ARTICLE IV - PERSONNEL RECORDS

Section 401. Location and Maintenance.

a) Personnel records shall be kept for all employees. All official personnel records shall be kept in one centralized location in a locked and secure place by the Director of Human Resources. A separate occupational medical file shall be maintained for each employee which shall contain all documentation regarding employee illness, injury, medical leaves, requests for accommodation, and other documents relating to employee health. The medical file shall also be stored in a

secure, centralized location maintained by the Director of Human Resources, separate from the personnel files.

b) All information in the personnel file and medical file shall be available for the visual inspection and review by the employee. Personnel files shall not be open to public inspection except as required by the Wyoming Public Records Act, Wyo. Stat. § 16-4-203(d)(iii) and may only be reviewed by persons other than the employee or supervising personnel with the express written consent of the employee, or as otherwise required by law. Medical files shall not be open to public inspection, and may be released only with the written consent of the employee or as otherwise required by law.

All employees shall have the right to submit a statement concerning any material in the employee's file and may request that other pertinent information be included in his/her file. Such statement shall become part of the employee's personnel file. The personnel file shall not contain adverse records unrelated to employment. No adverse material shall be placed in the personnel file without notification to the employee or without an opportunity for the employee to read and sign the material to be filed. In the event the employee fails or refuses to sign the material, such failure or refusal shall be noted by the Department Head or Supervisor on the material to be filed. The employee shall have the right to respond in writing to any material so filed and the employee's response shall become part of the employee's personnel file. (Ord. No. 96-08, 7-16-96).

ARTICLE V - CLASSIFICATION

Section 501. Purpose.

a) All City positions may be classified under a plan to be composed of a list of positions supported by written specifications setting forth the duties and responsibilities of each position and the qualifications necessary. These specifications will be reviewed and updated at intervals not to exceed five (5) years. More frequent reviews should be conducted if feasible.

The purpose of the Classification Plan, if any, shall be to:

1. Provide equal pay for work of equal value.
2. Establish minimum qualification standards for recruiting and testing purposes. (This includes minimum requirements of skills, knowledge, abilities, and other qualifications necessary for entry into the class).
3. Provide appointing authorities with a means of analyzing

work distribution, areas of responsibility, lines of authority, and other important relationships between positions.

4. Provide a basis for establishing standards of work performance.
5. Establish lines of promotion.
6. Indicate training needs.
7. Provide uniform titles for positions.

Section 503. Position Specifications.

Each position shall state the characteristic duties, responsibilities and qualification requirements which distinguish a given position from other positions. Each specification shall be descriptive but not restrictive; that is, the position shall describe the more typical and essential responsibilities which may be allocated to a given position, but shall not be construed to restrict the assignment of other duties related to the position.

Section 504. Administration of the Classification Plan.

a) A Classification Plan, if any such is established, shall be maintained by the Director of Human Resources.

b) When a new position is created, the Department Head shall send the Director of Human Resources a request for classification of the position with a description of the applicable duties and responsibilities to be assigned to the position. The Director of Human Resources shall then allocate the position to the proper pay grade after analysis and evaluation of the duties and responsibilities.

c) The Department Head may initiate a request for a change in classification when the assignment of an employee has changed substantially as to kind and/or level of work. Such request shall include a list of additional duties and/or responsibilities. If the Director of Human Resources determines that the position has changed sufficiently, recommendation will be made for reclassification to the Mayor.

- If the request is approved, it will be submitted to the Governing Body for final budget approval.
- If the request is denied, no similar request may be submitted within six (6) months.

d) The salary ranges to which positions are assigned are

determined on duties performed and responsibilities exercised or other principles of classification.

ARTICLE VI - PAY PLAN AND PAY ADMINISTRATION

Section 601. Salary Plan.

a) The Director of Human Resources, in conjunction with the Governing Body, shall be responsible for the development and maintenance of a uniform and equitable pay plan which shall consist, for each position, of minimum and maximum rates of pay.

b) Annually, the governing body shall review and change where necessary, the compensation plan and fringe benefit package for all City positions, after considering the recommendations of the Director of Human Resources. These pay rates will be equated to the general market pay rates in the area and shall provide like pay for like work.

c) Salary ranges shall be linked directly to the position classification plan and shall be determined with due regard to the following considerations:

1. The financial policy and economic conditions of the City.
2. Market pay rates for similar employment in both public and private organizations;
3. Cost of living factors;
4. Other benefits received by employees;

d) In no case will a current employee's base pay be reduced upon adoption of a new pay plan. (Ord. No. 2000-20, 10-30-00)

Section 602. Original Rate of Pay.

Upon hire, the minimum rate of pay within the established salary range for the position shall normally be paid to any person. If applicant has demonstrated additional qualifications during the introductory period (or probationary period for employees covered by a labor agreement that requires a probationary period), the Department Head may recommend a one-time adjustment of not more than five percent (5%), subject to approval by the Mayor.

In the event a Department Head has made reasonable efforts, pursuant to these provisions, to find qualified applicants to fill a position and has determined that qualified applicants are not interested in making application for the position, the Mayor may approve a request to increase the original rate of pay up to ten percent (10%) over the minimum rate within the salary range.

Section 603. Reclassification Rate, Appointment Into Higher Salary Range and Demotions.

a) Upon reclassification of an existing position to a new salary range, an employee shall enter the new salary range at a level which is not less than that which has been attained in the prior salary range.

b) Upon appointment of a full time employee into a position in a higher salary range, the employee shall enter the new salary range at a level not less than five percent (5%) greater than his or her current salary, not to exceed the maximum salary in the new range. In the event an employee voluntarily chooses to apply for and accept a position in the same salary range, the employee's rate of pay will not change. In the event an employee is demoted (involuntary reduction in salary, rank or status) by the City into a position in a lower salary range, the employee shall enter the new range at a level to be set by the Department Head with the approval of the Mayor. If an employee voluntarily chooses to apply for and accept a position in a lower salary range, the employee will enter the new range at the lowest level.

Section 604. Pay Advancement

a) After successfully completing the introductory period (or probation for employees covered by a labor agreement that requires a probation period), an employee may receive an annual pay increase. The Governing Body will determine on an annual basis if employees will be eligible for a cost of living adjustment and/or a grade increase.

b) Annual pay increases shall be allowed only to the maximum of the salary range.

c) The following factors shall not affect an employee's eligibility date for a pay increase:

1. Pay adjustments resulting from annual salary and wage survey;
2. Transfer to another position within the same pay range;
3. Military leave for any reason recognized by the Wyoming Military Relief Service Act, (Wyo. Stat. §§ 19-11-101 through 124) or the Uniformed Services Employment and Reemployment Act (38 U.S.C. §§ 4301 through 4335);
4. Leave-without-pay for fewer than thirty (30) days;
5. A period of paid leave.

Section 605. Special Assignment Pay.

a) An employee required to assume duties normally performed by an employee in a higher classification for any period in excess of thirty (30) consecutive working days shall be paid at the level in the higher classification which results in at least a 5% increase in pay.

b) When an employee works on another job or assignment for a period of less than thirty (30) consecutive calendar days, such job or assignment shall be considered training for the employee and shall be so noted by the supervisor. Records of such training shall be entered in the employee personnel file.

Section 606. Schedules; Hours of Work; Overtime Hours.

a) Work schedules, including breaks and meal periods, are specific to each department and therefore the responsibility of the Department Head and supervisors. Employees should not begin work or clock in prior to their scheduled start time, and should end work and clock out at the scheduled end of the work day.

A break is defined as a brief relief from work duties. Breaks are paid time, and the employee must remain on the premises during the break. When time allows, the City strives to provide each employee with one paid fifteen (15) minute break for every four (4) hours of work.

One unpaid meal period of thirty (30) minutes to one (1) hour in length is provided for each work shift that exceeds five (5) hours. A meal period is defined as time to eat, etc. away from work duties. The meal period should be scheduled by the supervisor at a reasonable time during the course of the employee's shift. Employees should clock out and clock in for meal periods, and confirm that their timesheets accurately reflect their meal periods. If an employee is not fully relieved of all duties for at least thirty (30) minutes, the entire meal period is paid time. In such a circumstance, the employee should notify the supervisor, and the supervisor shall make the necessary modification of the employee's time records to ensure the employee is paid for the meal period.

If an emergency arises and an employee cannot take his/her meal period, he/she should notify his/her supervisor. The supervisor strives to make arrangements to provide the employee with a meal period as soon as possible.

b) Work week and Overtime. A work week shall be defined as 12:00 a.m. Monday to 11:59 p.m. Sunday for the purpose of computing overtime. When the City requires any non-exempt employee to work more than forty (40) hours in any work week, the

City shall, at a minimum, pay the employee one and one-half (1 & 1/2) times their regular hourly rate for each hour worked over forty hours in the work week. When possible, overtime requires pre-approval of a Department Head or supervisor.

c) For the purposes of calculating overtime pay, all vacation, holiday and compensatory time shall be included in the calculation as if worked. Sick leave shall not be considered as hours worked or included in the overtime calculation.

d) All exempt employees other than Department Heads shall be entitled to receive exempt employee comp time under the following conditions:

1. An exempt employee may, with the permission of the Department Head, accrue comp time on a one hour for one hour basis for every hour worked in excess of the employee's normal maximum number of hours worked per week. The Department Head may direct and/or assign a shift adjustment for the employee to avoid accumulation of exempt employee comp time.

2. All hours accrued under this provision shall be accrued and calculated during the calendar year from January 1 through December 31. It is intended that accrued exempt employee comp time shall be used in the calendar year following its accumulation

3. The employee, with the prior permission of the Department Head, may use accumulated exempt employee comp time as time off from work, however, the employee shall not be permitted to "cash out" any accumulated exempt employee comp time for actual pay.

e) All City personnel who with the approval of the Department Head are scheduled to be available or "on call" during regularly scheduled days off, may receive payment for such scheduled available or "on call" time at a rate of one and one half (1.5) hour of regular straight time pay for each twelve hour period or portion thereof during which an employee is required to be available or "on call". This payment shall be in addition to payments made to the employees for actual time worked. (Ord. No. 92-21, 12-7-92).

f) Employees called off work for weather related issues or other emergencies will be paid the hours that are worked. Employees may use benefit time to supplement hours or take it without pay.

Section 607. Timekeeping and Payroll.

a) Timekeeping. To ensure that the City has accurate time records and that employees are paid for all hours worked in a timely manner, nonexempt employees are required to accurately record all hours worked. Off-the-clock work is strictly prohibited. Nonexempt employees in departments which use a time clock should clock in at or very near their scheduled start time, and clock out at or very near their scheduled end of shift. All employees are required to verify that their time sheets accurately reflect all hours worked, and accurately reflect all meal periods and leave periods. An employee's electronic initials on his or her time sheet constitutes that employee's verification that all data on the time sheet is accurate, and the employee has not worked any time that is not reflected on the timesheet. Fraudulent timekeeping and falsification of time records are subject to discipline, up to and including termination of employment.

b) Payroll Deductions. The City is required by law to make certain deductions from employee pay each pay period, including federal income taxes, Social Security taxes, deductions required by wage garnishments or child support orders, deductions required for union dues, and employee premiums for insurance plans. All deductions from pay will be listed on the employee pay stub. Questions about deductions from pay should be directed to the Human Resources or Finance Department.

ARTICLE VII - INTRODUCTORY PERIODS, PROBATION AND PERFORMANCE APPRAISAL

Section 701. General.

Employee performance and potential shall be evaluated annually. These evaluations will be used to: (1) improve employee effectiveness; (2) assess training needs and plan training activities. (Ord. No. 2000-20, 10-30-00).

Section 702. Introductory Periods and Probation.

a) The introductory period is an integral part of the selection process for original or promotional selection allowing training an employee and evaluating progress, adaptability and effort in order to determine the employee's fitness for the position. All employees who are not covered by a labor agreement shall have an introductory period when first hired by the City or when promoted or transferred into a new position. Employees who are covered by a labor agreement shall have a probationary period governed by the terms of the labor agreement, but shall not have an introductory period under this policy.

b) All newly hired part-time and full-time employees shall

have an introductory or probationary period of six (6) months unless: (1) such employee is hired to fill a vacancy left by an employee who is on probation or in an introductory period in a new position and who could be returned to the former position, in which case such employee's probationary or introductory period shall be extended to match that of the former employee, or, (2) such employee must receive training and/or certifications. In the event that the employee's employment requires that he/she receive training and/or certifications, such employee's probationary or introductory period shall be extended for a period of six (6) months beyond the completion of such training and/or certification. Completion of the introductory period shall not modify any term or condition of employment, and shall not modify the at-will status of the employee. For employees covered by a labor agreement that requires a probationary period, the effect of completion of the probationary period shall be governed by the labor agreement.

c) Employees who accept or are assigned a new position shall have a six (6) month introductory or probationary period unless such employee must receive additional training and/or certifications. In the event that the employee must receive additional training and/or certifications, such employee's introductory or probationary period shall be extended for a period of six (6) months beyond the completion of such training and/or certifications. Employees who are unable to achieve the required certification during this period shall be returned to their former positions at their former rates of pay, but without loss of seniority or benefits.

d) The Department Head shall submit to the Director of Human Resources, in writing, an evaluation and recommendation for appropriate action within the last month prior to the employee's eligibility for completion of the probationary or introductory period.

One of the following or some other appropriate action may be recommended by the Department Head:

1. Recommend, based on satisfactory performance by the employee, that the employee be continued in regular status.
2. Recommend, based on unsatisfactory performance, that the employee be dismissed.
3. Recommend, based on unsatisfactory performance, that the employee be demoted or returned to a former position.
4. Recommend that the probationary or introductory period be extended for a set period of time not to exceed six (6) months. Such extension shall be had only once. (Ord. No.

96-08, 7-16-96, Ord. No. 2000-20, 10-30-00).

ARTICLE VIII - LEAVE AND FRINGE BENEFIT REGULATIONS

Section 801. General Attendance Regulations.

a) Employees shall be in attendance at their work in accordance with departmental regulations. An employee unable to report for duty on a work day shall notify the supervisor of that fact at least two (2) hours prior to the beginning of work. Employees are to report their absences directly to their supervisor and not have another person do so. If an employee fails to call in at least two (2) hours prior to work the employee may be subject to disciplinary action. Non-exempt employees may have their pay docked or be denied the use of paid sick leave for failure to call in as required by this policy. If an employee fails to report to work for one scheduled work day "no call - no show" without appropriate notification to their supervisor, his/her employment may be terminated.

Section 802. Holidays.

Holiday Pay. When required to work on a recognized holiday full-time, part-time and temporary employees shall be compensated at two and one half (2 & 1/2) his or her normal hourly rate.

For full-time and appointed employees, the City shall recognize eleven (11) regular Holidays, plus two floating Holidays with pay. Part-time or temporary employees will not be paid on the holiday unless it is worked time. (Ord. No. 96-14, 10-1-96).

The Holidays shall include:

New Year's Day	January 1
Good Friday	Friday before Easter
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veterans Day	November 11th
Thanksgiving Days	Fourth Thursday and Friday in November
Christmas Eve	24th of December
Christmas	December 25
New Year's Eve	31st of December

When any of the recognized Holidays fall on a Sunday, the Monday succeeding shall be designated as the legal holiday. When any holiday falls on a Saturday, the Friday preceding shall be designated as the legal holiday. If Christmas Eve, falls on a Friday and Christmas falls on a Saturday, or if New Year's Eve

falls on a Friday and New Year's Day falls on a Saturday, the following Monday shall be observed as a holiday. If Christmas Eve falls on a Sunday and Christmas Day falls on a Monday, or if New Year's Eve falls on a Sunday and New Year's Day falls on a Monday, the preceding Friday shall be observed as a holiday.

When recognized Holidays fall on an employee's day off, the Department Head and employee will jointly designate the work day that shall be observed, or the employee will receive 8 hours of regular pay.

Holidays observed during a scheduled vacation period will not be counted as vacation time.

Employees that have been on sick leave prior and during a holiday will not have the holiday counted as a sick day.

Floating Holidays shall be scheduled by the employees at least 5 days in advance, with approval of their immediate supervisor. Floating Holidays must be used in the fiscal year that they are given and may not be carried over or cashed out. (Ord. No. 96-08, 7-16-96).

Section 803. Vacation.

- a) This section provides for vacation for all full-time and appointed employees.
- b) An employee may not request vacation benefits beyond his/her full-time employment status. Vacation is authorized only when an employee takes time off from his/her regularly scheduled hours.
- c) All full-time employees earn vacation days in accordance with the following schedule:

<u>MONTHS OF SERVICE</u>	<u>RATE</u>
0- 60	8.00 hours per month
61-120	12.00 hours per month
121-180	14.00 hours per month
181-276	16.00 hours per month
277 and up	20.00 hours per month

Vacation days shall continue to accrue while on sick leave, holidays, funeral leave, and vacation days.

- c) As of the first day of each month, vacation days shall be allocated to the individual payroll and personnel record. Selection of vacation time is by seniority. Selection must be made by departmental deadlines as set by the Department Head. In the event of vacation scheduling conflict with another employee,

the most senior employee shall have his/her preference if submitted within deadlines.

d) It is intended that vacation leave is to be taken during the calendar year following its accumulation.

Employees may carry over into the next calendar year the following additional hours:

<u>FULL TIME CONTINUOUS SERVICE</u>	<u>HOURS</u>
0-5 years	40
6 years or more	80

The calendar year shall begin January 1. Any additional hours of vacation carried over into the calendar year shall be used in the first six (6) months of the calendar year.

If an employee is unable to use his or her accumulated vacation in accordance with this article, the employee's surplus vacation shall be used by the employee at the direction of the Department Head or Mayor. If no dates can be scheduled and the employee is not able to take vacation in the first six months of the following year, said employee shall be compensated for the unused portion of vacation days earned by the next pay period following the six month period.

Section 804. Sick Leave.

a) All full-time and appointed employees working 40 hours per week shall earn one 8-hour day of sick leave with pay for each month of service and may accumulate without limit.

b) Payment in lieu of sick leave shall only occur upon termination of employment and will be based on years of service as outlined below:

<u>Full-time Continuous Service</u>	<u>Rate</u>	<u>Maximum</u>
0-5 years	5%	1440 hours
6-10 years	10%	1440 hours
11-15 years	15%	1440 hours
16-20 years	20%	1440 hours
20 and up	25%	1440 hours

c) To utilize sick leave, an employee must notify, or cause to be notified, the employee's supervisor a reasonable amount of time prior to the start of the employee's scheduled shift, or give such notification in accordance with department rules. An employee may not take sick leave benefits beyond his/her full-time employment status.

d) If sick leave exceeds three days, or if abuse of sick leave is suspected, the Department Head or Human Resource

Director shall:

1. Require employees to submit a certificate from their physician stating that the illness prevented them from working, and/or
2. Require employees to receive a medical examination from a physician selected and paid for by the City.

The physician's documentation in 1) or 2) above must include the nature of the illness, the dates of treatment, whether the employee is able to perform normal work duties, and an indication of when the employee may return to work.

When applicable, the attending physician should specify whether light duties can be resumed.

If the employee does not obtain or submit the documentation required above, or if documentation is inadequate, paid sick leave may be denied.

Should a conflict arise between the decisions of the physician selected by the employee and the one selected by the City, the City's doctor will be used in determining eligibility for paid sick leave.

e) When employees are on leave due to illness or when they use sick leave for a period exceeding thirty (30) calendar days, neither vacation nor further sick leave benefits shall accrue for the additional period of time the employee is on leave.

f) Sick leave may be granted an employee by the Department Head in the event of a bona fide illness of a member of an employee's immediate family. For purposes of this section, immediate family shall include grandparents, parents, siblings, children or grandchildren of an eligible employee or an eligible employee's spouse. All notification and certification requirements shall apply if such sick leave is granted. For FMLA qualifying sick leave, please refer to Section 817. (Ord. No. 94-08, 3-15-94).

i) Sick Leave Transfer.

1. Eligible employees are Full-Time and appointed employees.

2. (a) A sick leave transfer may be granted to an eligible employee upon a showing that the eligible employee (or a member of the eligible employee's immediate family) has become seriously injured or ill. For purposes of this section, immediate family shall include grandparents,

parents, siblings, children or grandchildren of an eligible employee or an eligible employee's spouse.

(b) The Sick Leave Transfer Committee shall consider the nature and extent of the illness or injury and the estimated time of recovery in determining whether an injury or illness is "serious" under Section 2(a).

3. An eligible employee must exhaust all other benefit time to include; vacation leave, floating holiday, comp time and sick leave before he or she can use the transferred sick leave.

4. To apply for transferred sick leave, the eligible employee, or his agent if incapacitated, must submit a written request for transferred sick leave, accompanied by a medical doctor's verification, to the eligible employee's Department Head. Such written request must be submitted at least five (5) days prior to the date when the eligible employee is scheduled to receive a regular pay check from the City. No request shall be approved for pay periods preceding the pay period in which a request is submitted.

(a) A Department Head may, on behalf of an employee, submit a verbal request followed by a written request to the Sick Leave Transfer Committee, in case of an emergency. An emergency shall include, but not be limited to, situations wherein the eligible employee is unable, for legitimate medical reasons, to submit a written request on his or her own behalf.

(b) The Department Head must notify the Director of Human Resources and/or Mayor of all written and/or verbal requests for transferred sick leave. The Director of Human Resources or Mayor will then contact the Sick Leave Transfer Committee members regarding the request. In the event the Director of Human Resources or Mayor are unavailable, the Department Head may contact the Sick Leave Transfer Committee directly.

5. The Sick Leave Transfer Committee shall meet within three (3) working days after receiving a request for transferred sick leave.

6. In the event the Sick Leave Transfer Committee approves the request, the matter shall be referred to the Director of Human Resources, or if unavailable, to the applicant's Department Head who shall solicit the donation of sick leave from any or all eligible employees throughout the City. The names of any donor(s) shall be kept confidential by the Sick Leave Transfer Committee, Department Head, and any other City employee who must receive such information in order to appropriately track the sick

leave of the applicant and all donors. The name of the employee who has received approval for his or her request shall be released to potential donors.

7. Donation: An Employee may transfer sick leave hours at the following rate per calendar year:

<u>DONOR'S ACCRUED SICK LEAVE</u>	<u>MAXIMUM ANNUAL HOURS WHICH CAN BE TRANSFERRED</u>
0 - 40	8 Hours
41 - 60	16 Hours
61 - 80	24 Hours
81 - 100	32 Hours
101 - 200	40 Hours
200 +	20% of Donor's Accrued Sick Leave

All donations must be made in multiples of Eight (8) hours, subject to the limits in the above chart. (Ord. No. 2006-26, 10/3/06).

8. Transferred Sick Leave will be applied on a "first donated, first used" basis. All hours first donated, regardless of number, shall be applied to the request prior to applying the hours second donated.

(a) No eligible employee shall receive transferred sick leave valued in excess of the gross monthly salary of said eligible employee.

(b) Gross monthly salary shall be the salary of the eligible employee at the time of the sick leave transfer request. Overtime shall not be considered.

(c) The employee and his Department Head may request additional transferred sick leave by filing a written request with the Sick Leave Transfer Committee, who shall rule on the request within three (3) working days.

(d) An eligible employee may apply for no more than six (6) months' worth of transferred sick leave. If more than six (6) months is required, it will be evaluated by the Director of Human Resources on a case-by-case basis. Sick Leave Transfer Committee shall have the authority to request additional information such as they deem necessary to determine whether the illness or injury is permanent in nature. If an employees' illness or injury is permanent in nature, the matter shall be referred to the Mayor and/or Director of Human Resources who shall advise the employee of alternatives, including but not limited to disability retirement. (Ord. No. 94-22, 6-21-94).

(e) Transferred sick leave shall not exceed one month per request.

9. Any employee who willfully violates or misuses this sick leave policy or who misrepresents any statement or condition under said policy shall be subject to disciplinary action, as set forth in the Personnel Policies and Procedures of the City of Rock Springs. Any transferred sick leave that is withheld from an employee due to disciplinary action, will be returned to the donors.

10. The committee shall be appointed by the Mayor and shall consist of:

The Director of Human Resources

Two (2) City Department Heads

Two (2) City Employees

One (1) City Council Member on a rotating basis

The Department Head making the actual request will not be permitted to be a committee member, therefore, an alternate Department Head will be selected by the Director of Human Resources and/or Mayor. In the event the Director of Human Resources and Mayor are unavailable, the alternate Department Head shall be selected by the remainder of the committee. (Ord. No. 93-03, 4-6-93; Ord. No. 93-19, 10/5/93).

Section 805. Leave of Absence Without Pay.

Upon application, the Department Head with approval of the Mayor, may grant an employee a leave of absence without pay for a period not to exceed one year, but no vacation or sick leave credit shall accrue during any such leave period. Employees on a leave of absence must pay their own health insurance premiums if they wish to maintain coverage, but may not continue to make payments into the Wyoming Retirement fund.

Reinstatement from any authorized leave without pay is permitted only when a proper leave of absence has been in effect; reinstatement must be requested no later than ten (10) working days before returning to work. Such requests will be made to the employee's Department Head.

The employee will return to the employee's former job, and will not lose his or her previous seniority, salary range, classification, or benefits in such cases where approved leave has been granted. (Ord. No. 96-08, 7-16-96, Ord. No. 2000-20, 10-30-00).

Section 806. Funeral Leave.

Full-time and appointed employees may be granted paid leave

up to five (5) working days in each such case, to attend the funeral of immediate family as approved by the Department Head. Vacation must be used for funeral leave beyond five (5) working days. (Ord. No. 96-08, 7-16-96). Immediate family member for funeral leave is defined as parents, grandparents, brother, sister, child, grandchild, spouse and equivalent relationships by marriage or adoption.

Section 807. Jury Duty/Court Leave.

(a) Any full-time employee required to appear in court or before a grand jury as juror, witness in a criminal case, or a witness in a civil case for the purpose of giving testimony shall be granted leave with pay by the Department Head. Compensation for such leave shall be limited to the difference between pay received for this service and the employee's usual pay.

(b) A full-time employee who is called back to work, or to court in the case of a police officer, after completing his or her regular day's work or before the start of a regularly scheduled work shift, or on his or her day off, shall, in the case of the initial job responsibilities ending prior to two hours, be given the option of either leaving at the time when the initial job responsibilities have ended, or he or she can remain for two hours performing other tasks as assigned. (Ord. No. 96-08, 7-16-96).

Section 808. Voting Leave.

The City of Rock Springs will comply with the Wyoming Election Code Wyo. Stat. §§ 22-2-111.

(a) Any person entitled to vote at any primary or general election or special election to fill a vacancy in the office of representatives in the congress of the United States is, on the day of such election, entitled to absent himself/herself from any service or employment in which he/she is then engaged or employed for a period of one (1) hour, other than meal hours, the hour being at the convenience of the employer, between the time of opening and closing of the polls. Such elector shall not, because of so absenting himself/herself, lose any pay, providing he/she actually casts his legal vote.

(b) This section shall not apply to an employee who has three (3) or more consecutive nonworking hours during the time the polls are open.

Section 809. Military Leave.

The City of Rock Springs will comply with the Wyoming Military Relief Service Act, (Wyo. Stat. §§ 19-11-101 through

124) or the Uniformed Services Employment and Reemployment Act (38 U.S.C. §§ 4301 through 4335).

A military leave of absence will be granted to employees who are absent from work because of service in the Armed Forces, National Guard or reserves in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and the Wyoming Military Relief Service Act. "Service" means performing military duty on a voluntary or involuntary basis, including active duty, duty for training, initial active duty for training, inactive duty training (such as drills), full-time National Guard duty, and absence for the purpose of a fitness exam.

Except in rare cases of military necessity where advance notice is impossible or unreasonable, employees are required to notify their immediate supervisor in advance about impending military service. Employees are requested to provide such notice as soon as they have knowledge of upcoming military service. Notice may be either verbal or written; however, the City requests that upon receipt of written orders, a copy of those orders be forwarded to the Director of Human Resources within (10) ten days of receipt.

Pay by the City will be limited to the difference of the regular salary and the amount paid the employee by the Military, up to full salary. Also, an employee may use any accrued vacation leave or compensatory time during the employee's military leave. Following the 15 days and the use of any accrued vacation or compensatory time the employee opts to use, the remaining military leave will be unpaid. USERRA also provides for continuation of health insurance benefits while on leave based on the length of the individual's military leave; however, the employee may be required to pay the City the employee's portion of premiums required by the insurance policy. Benefit accruals, such as vacation or sick leave, will continue to accrue during the military leave.

Employees on military leave for up to 30 days are required to return to work on the first regularly scheduled shift after the end of service, allowing reasonable time for travel. Employees on longer military leave must apply for reinstatement in accordance with USERRA and all applicable state laws. Once reapplication has been made, the employee must be ready, willing, and able to report to work at the date and time set by the City. As required under USERRA and applicable state law, employees returning from military leave will be placed in the position they would have attained had they remained continuously employed or a comparable position depending on the length of military service. Furthermore, they will be treated as though they were continuously employed for purposes of seniority-based benefits, if any.

Employees returning from military service will not be entitled to reinstatement as described above if any of the following conditions exist:

- The employee fails to reapply for reemployment in a timely manner.
- The City's circumstances have so changed as to make reemployment impossible or unreasonable.
- The employee was employed in a temporary position prior to his or her military service with no reasonable expectation that the employment would have continued indefinitely or for a significant period.
- The employee was discharged from military service for a disqualifying reason, such as a dishonorable discharge.

For additional information regarding your rights during a military leave, please see the USERRA notice posters on bulletin boards around City employment sites.

Section 810. Education Leave and Reimbursement.

The Mayor, upon application, may authorize special leave of absence for full-time or appointed employees, with or without pay, for any period not to exceed twelve (12) calendar months in any one calendar year for attendance at a school or university for the purpose of training in subjects relating to the work of the employee and which will benefit the employee and the City.

- (a) With the prior approval of the applicable Department Head and the Mayor, an employee may receive reimbursement for the cost of satisfactorily completed courses (those receiving a grade of C or better) which, in the opinion of the Mayor will be of benefit to the City. Reimbursement will be at 50% of tuition and books and not more than \$5,000 a year.
- (b) Approval must be requested at least six (6) months prior to the fiscal year that the education will be taken.
- (c) Courses of study which are required to maintain current levels of proficiency or which are required to receive additional and necessary certifications and/or ratings shall be paid in advance to the agency furnishing the service.
- (d) An employee may be required to pay his own insurance coverage if granted educational leave. Payments will not be made to Wyoming Retirement.
- (e) If he/she accepts education tuition reimbursement, the employee agrees to maintain full-time employment status at the City for a period of at least one (1) year from receipt of the last payment. If the employee does not maintain full-time status or his/her employment

terminates for any reason within the one (1) year period, the employee agrees to repay the City for educational tuition amount received within the last year of employment. The employee signs a statement in which he/she specifically agrees to such an obligation.

Section 811. Employee Dress and Clothing Allowance.

All employees are representatives of the City and therefore dress and appearance should: (1) present a professional or identifiable appearance for customers, suppliers, and the public; (2) promote a positive working environment; (3) limit distractions caused by inappropriate dress; and (4) ensure safety while working.

- a. Employees required to wear identifying uniforms shall be allowed a clothing allowance or provided with uniforms. The maximum amount, if any, shall be determined annually by the Governing Body Budget and Finance Committee. Disbursement shall be made only with the Mayor's approval on a semiannual basis and only persons still in the employ of the City at the time of disbursement shall be entitled to receive such payment.
- b. Where uniforms are not required, employees' attire should be business casual. Jeans are acceptable only on casual Friday or as designated by the Department Head.
- c. Employees are prohibited from wearing clothing that displays political paraphernalia or offensive language.
- d. Tattoos should not be offensive to the general public or detract from maintaining a professional image. Tattoos that show any image or have offensive language that may violate the City's Drug or Harassment and Discrimination policy must be covered during work hours.
- e. Body piercings should not detract from maintaining a professional image or be a safety concern.
- f. Employees will be provided required personal protective equipment as determined by applicable federal regulation and the best judgement of the Department Head.
- g. Management reserves the right to determine appropriateness in appearance.
- h. If an employee reports to work dressed inappropriately, they may be prevented from working until they return to work wearing the proper attire. The employee will not be compensated for the time they are away from work complying with this policy.
- i. Employees who wish to request an accommodation of the requirements for medical, religious or cultural purposes must make a request in writing to the Director of Human Resources.

Section 812. Workplace Injury Leave.

a) Any employee injured on the job, however slightly, must immediately report the fact to the supervisor. Along with the assistance of their supervisor they will complete the SUPERVISOR REPORT OF PERSONAL INJURY INVESTIGATION form and the Wyoming Worker's Compensation Report of Injury form within 24 hours and turn it in to the Director of Human Resources.

b) An employee injured due to a work place injury that is unable to work for 3 or more consecutive days due to the injury, shall submit a claim for Worker's Compensation temporary total disability benefits. For full-time or appointed employees, the City shall pay the difference between the Worker's Compensation benefits and the employee's full pay for a 12-month period or until Wyoming Worker's Compensation determines that the employee is no longer entitled to temporary total disability benefit.

c) If the employee's medical provider determines that the employee may return to work light duty, the Director of Human Resources will work with the applicable Department Head to determine if light duty is available and will follow all Wyoming Worker's Compensation regulations.

d) Provided the employee complies with all Wyoming Worker's Compensation requirements, the employee will remain on injury leave for up to twelve (12) months after the accident. If the employee is still medically unable to return to work after the initial 12-month period, the employment will be terminated and any remaining benefits will be cashed out as per policy.

e) When an employee is on continuous injury leave for a period exceeding thirty (30) calendar days, neither vacation nor sick leave benefits shall accrue for the additional period of time the employee is on injury leave.

Section 813. Travel Policy

The City may reimburse employees and Council Members (hereinafter referred to as "employees") who incur expenses associated with seminars, conference, training programs, and City business when such expenses are approved by the Department Head and the Mayor.

Reimbursable events may include seminars, conferences, training program fees, meetings or other approved events if the program content is directly related to the employee's work which is pre-approved by the Department Head and the Mayor.

Any employee who seeks reimbursement for travel/business expenses must fill out a Request for Travel Authorization Form, secure approval from their Department Head and the Mayor, and follow the procedure set forth by Council Policy.

Section 814. Incentive Based Physical Fitness Program

This is a voluntary program, open to full-time employees and is designed to allow participating employees to earn compensatory time off for their level of fitness. Employee will follow the procedure as set forth by Council Policy.

Section 815. Other Benefits.

(a) Full-time and Appointed Employees may be entitled to such other benefits including, but not limited to, retirement benefits, seasonal holiday gifts, retirement gifts and the like, as the governing body deems appropriate, or as may be required by law.

(b) Health insurance benefits will be provided to full-time and appointed employees in such amounts and for such coverage as the governing body deems appropriate; after taking into account the amount of funding available to pay for such coverage and the recommendation of the Mayor regarding the type of coverage which is most suitable for the City employees. Funding for such health insurance benefits shall be established by resolution of the Governing Body. In the event the maximum funding available in any given year is in excess of the amount required to maintain the health insurance coverage for the next calendar year, the excess funds shall be carried over and added to funds for the next fiscal year. Alternatively, the Governing Body, upon recommendation of the Mayor, may deem it appropriate to provide additional coverage, to be paid for with these excess funds. Prior to making any changes in the maximum available funding or the types of coverage to be made available to the City employees, the Mayor shall meet with representatives of such employees. Employee representatives may include members of bargaining units represented by unions, non-bargaining unit employees and retired employees.

(c) The City of Rock Springs will provide a membership to the employees at the Rock Springs Recreation Center, Civic Center or and the White Mountain Golf Course using the following guidelines:

1. Full-time, appointed and official employees will be provided an individual or family membership to the Rec or Civic Centers as a taxable benefit. Membership at the White Mountain Golf Course will be at 50% of the regular cost.

2. Part-time and temporary employees will be provided an individual membership only to the Rec or Civic Centers as a taxable benefit. Membership at the White Mountain Golf Course will be at 50% of the regular cost.

3. When an employee terminates, membership will only be honored through the end of the month. No reimbursement will be provided for a membership that was paid past a termination date.

4. Employees will be responsible for completing the membership form and complying with all guidelines.

(d) The City provides an incentive based physical fitness program for all full-time and appointed employees.

Section 816. Family and Medical Leave.

The City will provide Family and Medical Leave to its eligible employees. The City posts the mandatory FMLA Notice and upon hire provides all new employees with notices required by the U.S. Department of Labor (DOL) on Employee Rights and Responsibilities under the Family and Medical Leave Act.

The function of this policy is to provide employees with a general description of their FMLA rights. In the event of any conflict between this policy and the applicable law, employees will be afforded all rights required by law.

If you have any questions, concerns, or disputes with this policy, you must contact the Director of Human Resources.

a) General Provisions

Under this policy, the City will grant up to 12 weeks (or up to 26 weeks of military caregiver leave to care for a covered servicemember with a serious injury or illness) during a 12-month period to eligible employees. The leave may be paid, unpaid or a combination of paid and unpaid leave, depending on the circumstances of the leave and as specified in this policy.

b) Eligibility

To qualify to take family or medical leave under this policy, the employee must meet all of the following conditions:

1) The employee must have worked for the City for 12 months or 52 weeks. The 12 months or 52 weeks need not have been consecutive. Separate periods of employment will be counted, provided that the break in service does not exceed seven years. Separate periods of employment will be counted if the break in service exceeds seven years due to National Guard or Reserve military service obligations or when there is a written agreement, including a collective bargaining agreement, stating the employer's intention to rehire the employee after the service break. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week or if the employee is on leave during the week.

2) The employee must have worked at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave. The 1,250 hours do not include time spent on paid or unpaid leave. Consequently, these hours of leave should not be counted in determining the 1,250 hours eligibility test for an employee under FMLA.

c) Type of Leave Covered

To qualify as FMLA leave under this policy, the employee must be taking leave for one of the reasons listed below:

- 1) The birth of a child and in order to care for that child.
- 2) The placement of a child for adoption or foster care and to care for the newly placed child.
- 3) To care for a spouse, child or parent with a serious health condition (described below).
- 4) The serious health condition (described below) of the employee.
- 5) Qualifying exigency leave (described below) for families of members of the National Guard or Reserves or of a regular component of the Armed Forces when the covered military member is on covered active duty or called to covered active duty.
- 6) Military caregiver leave (also known as covered servicemember leave) to care for an injured or ill servicemember or veteran (described below).

d) Serious Health Condition

A serious health condition is defined as a condition that requires inpatient care at a hospital, hospice or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care or a condition that requires continuing care by a licensed health care provider.

This policy covers illnesses of a serious and long-term nature, resulting in recurring or lengthy absences. Generally, a chronic or long-term health condition that would result in a period of three consecutive days of incapacity with the first visit to the health care provider within seven days of the onset of the incapacity and a second visit within 30 days of the incapacity would be considered a serious health condition. For chronic conditions requiring periodic health care visits for treatment, such visits must take place at least twice a year.

Employees with questions about what illnesses are covered under this FMLA policy or under the City's sick leave policy are encouraged to consult with the Director of Human Resources.

If an employee takes paid sick leave for a condition that progresses into a serious health condition and the employee requests unpaid leave as provided under this policy, the City may designate all or some portion of related leave taken as leave under this policy, to the extent that the earlier leave meets the necessary qualifications.

e) Qualified Exigency Leave

An employee whose spouse, son, daughter or parent either has been notified of an impending call or order to covered active military duty or who is already on covered active duty may take up to 12 weeks of leave for reasons related to or affected by the family member's call-up or service.

The leave may commence as soon as the individual receives the call-up notice. (Son or daughter for this type of FMLA leave is defined the same as for child for other types of FMLA leave except that the person does not have to be a minor.) This type of leave would be counted toward the employee's 12-week maximum of FMLA leave in a 12-month period.

The qualifying exigency must be one of the following:

- 1) short-notice deployment
- 2) military events and activities
- 3) child care and school activities
- 4) financial and legal arrangements
- 5) counseling
- 6) rest and recuperation
- 7) post-deployment activities, and
- 8) additional activities that arise out of active duty, provided that the employer and employee agree, including agreement on timing and duration of the leave.

"Covered active duty" means:

- 1) "Covered active duty" for members of a regular component of the Armed Forces means duty during deployment of the member with the Armed Forces to a foreign country.
- 2) Covered active duty or call to covered active duty status in the case of a member of the Reserve components of the Armed Forces means duty during the deployment of the member with the Armed Forces to a foreign country under a Federal call or order to active duty in support of a contingency operation, in accordance with 29 CR 825.102.

f) Military Caregiver Leave (for covered servicemembers)

Eligible employees are entitled to FMLA leave to care for a current member of the Armed Forces, including a member of the National Guard or Reserves, or a member of the Armed Forces, the National Guard or Reserves who is on the temporary disability retired list, who has a serious injury or illness incurred in the line of duty on active duty for which he or she is undergoing medical treatment, recuperation, or therapy; or otherwise in outpatient status; or otherwise on the temporary disability retired list. Eligible employees may not take leave under this provision to care for former members of the Armed Forces, former members of the National Guard and Reserves, and members on the permanent disability retired list.

An employee whose son, daughter, parent or next of kin is a covered servicemember may take up to 26 weeks in a single 12-month period to take care of leave to care for that servicemember.

In order to care for a covered servicemember, an eligible employee must be the spouse, son, daughter, or parent, or next of kin of a covered servicemember. An employer is permitted to require an employee to provide confirmation of covered family relationship to the covered servicemember pursuant to § 825.122(k).

1) A "son or daughter of a covered servicemember" means the covered servicemember's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered servicemember stood in loco parentis, and who is of any age.

2) A "parent of a covered servicemember" means a covered servicemember's biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the covered servicemember. This term does not include parents "in law."

3) Under the FMLA, a "spouse" means a husband or wife, including those in same-sex marriages, which were made legal in all 50 United States as of June 26, 2015.

4) The "next of kin of a covered servicemember" is the nearest blood relative, other than the covered servicemember's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made, and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember's next of kin and may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember's only next of kin. For example, if a covered servicemember has three siblings and has not designated a blood relative to provide care, all three siblings would be considered the covered servicemember's next of kin. Alternatively, where a covered servicemember has a sibling(s) and designates a cousin as his or her next of kin for FMLA purposes, then only the designated cousin is eligible as the covered servicemember's next of kin.

The term "covered servicemember" means:

1) a member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or

2) a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

The term "serious injury or illness means:

1) in the case of a member of the Armed Forces (including a member of the National Guard or Reserves), means an injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; and

2) in the case of a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during a period when the person was a covered servicemember, means a qualifying (as defined by the Secretary of Labor) injury or illness incurred by a covered servicemember in the line of duty on active duty that may render the servicemember medically unfit to perform the duties of his or her office, grade, rank or rating.

3) Outpatient status, with respect to a covered servicemember, means the status of a member of the Armed Forces assigned to either a military medical treatment facility as an outpatient; or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

g) Amount of Leave

An eligible employee can take up to 12 weeks for the FMLA circumstances c)1) through c)5) above under this policy during any 12-month period. The City will measure the 12-month period as a rolling 12-month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, the City will compute the amount of leave the employee has taken under this policy in the last 12 months and subtract it from the 12 weeks of available leave, and the balance remaining is the amount the employee is entitled to take at that time.

An eligible employee can take up to 26 weeks for the FMLA circumstance c)6) above (military caregiver leave) during a single 12-month period. For this military caregiver leave, the City will measure the 12-month period as a rolling 12-month period measured forward. FMLA leave already taken for other FMLA circumstances will be deducted from the total of 26 weeks available.

If a husband and wife both work for the City and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent "in-law") with a serious health condition, the husband and wife may only take a combined total of 12 weeks of leave. If a husband and wife both work for the City and each wishes to take leave to care for a covered injured or ill servicemember, the husband and wife may only take a combined total of 26 weeks of leave.

h) Employee Status and Benefits During Leave

While an employee is on leave, the City will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work. The employee shall not accrue additional vacation, sick leave after 30 days or retirement credit for the period the employee is on unpaid FMLA leave.

If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family member or a circumstance beyond the employee's control, the City will require the employee to reimburse the City the amount it paid for the employee's health insurance premium during the leave period.

Under current City policy, the employee pays a portion of the health care premium. While on paid leave, the City will continue to make payroll deductions to collect the employee's share of the premium. While on unpaid leave, the employee must continue to make this payment, either in person or by mail. The payment must be received in the Clerk's Office by the 1st day of each month. If the payment is more than 30 days late, the employee's health care coverage may be dropped for the duration of the leave.

The City will provide 15 days' notification prior to the employee's loss of coverage.

If the employee contributes to a life insurance or disability plan, the City will continue making payroll deductions while the employee is on paid leave. While the employee is on unpaid leave, the employee may request continuation of such benefits and pay his or her portion of the premiums, or the City may elect to maintain such benefits during the leave and pay the employee's share of the premium payments. If the employee does not continue these payments, the City may discontinue coverage during the leave. If the City maintains coverage, the City may recover the costs incurred for paying the employee's share of any premiums, whether or not the employee returns to work.

i) Employee Status After Leave

An employee who takes leave under this policy may be asked to provide a fitness for duty (FFD) clearance from the health care provider. This requirement will be included in the City's response to the FMLA request. Generally, an employee who takes FMLA leave will be able to return to the same position or a

position with equivalent status, pay, benefits and other employment terms. The position will be the same or one which is virtually identical in terms of pay, benefits and working conditions. The City may choose to exempt certain key employees from this requirement and not return them to the same or similar position.

j) Use of Paid and Unpaid Leave

An employee who is taking FMLA leave because of the employee's own serious health condition or the serious health condition of a family member must use all paid vacation, compensatory time and sick leave prior to being eligible for unpaid leave. Sick leave will be used concurrently with FMLA leave if the reason for the FMLA leave is covered by the City's sick leave policy.

If the leave is for a work-related injury, paid injury leave will run concurrently with FMLA leave.

An employee who is taking leave for the adoption or foster care of a child must use all paid vacation and compensatory time prior to being eligible for unpaid leave.

An employee who is using military FMLA leave for a qualifying exigency must use all paid vacation and personal leave prior to being eligible for unpaid leave.

An employee using FMLA military caregiver leave must also use all paid vacation, personal leave or sick leave (as long as the reason for the absence is covered by the City's sick leave policy) prior to being eligible for unpaid leave.

k) Intermittent Leave or a Reduced Work Schedule

The employee may take FMLA leave in 12 consecutive weeks, may use the leave intermittently (take a day periodically when needed over the year) or, under certain circumstances, may use the leave to reduce the workweek or workday, resulting in a reduced hour schedule. In all cases, the leave may not exceed a total of 12 workweeks (or 26 workweeks to care for an injured or ill servicemember over a 12-month period).

The City may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule, in instances of when leave for the employee or employee's family member is foreseeable and for planned medical treatment, including recovery from a serious health condition or to care for a child after birth, or placement for adoption or foster care.

For the birth, adoption or foster care of a child, the City and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced hour schedule. Leave for birth, adoption or foster care of a child must be taken within one year of the birth or placement of the child.

If the employee is taking leave for a serious health condition or because of the serious health condition of a family member, the employee should try to reach agreement with the City before taking intermittent leave or working a reduced hour schedule. If this is not possible, then the employee must prove that the use of the leave is medically necessary.

1) Certification for the Employee's Serious Health Condition

Employees who want to take FMLA leave ordinarily must provide the department director and the Director of Human Resources at least thirty (30) days' notice of the need for leave, if the need for leave is foreseeable. If the employee's need is not foreseeable, the employee should give as much notice as is practical. When leave is needed for the employee's own illness and is for planned medical treatment, the employee must try to schedule treatment in order to prevent disruptions of the City's operations.

The City will require certification for the employee's serious health condition. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. Medical certification will be provided using the DOL Certification of Health Care Provider for Employee's Serious Health Condition.

The Director of Human Resources may directly contact the employee's health care provider for verification or clarification purposes. The City will not use the employee's direct supervisor for this contact. Before the City makes this direct contact with the health care provider, the employee will be given an opportunity to resolve any deficiencies in the medical certification. In compliance with HIPAA Medical Privacy Rules, the City will obtain the employee's permission for clarification of individually identifiable health information.

The City has the right to ask for a second opinion if it has reason to doubt the certification. The City will pay for the employee to get a certification from a second doctor, which the City will select. The City may deny FMLA leave to an employee who refuses to release relevant medical records to the health care provider designated to provide a second or third opinion. If necessary to resolve a conflict between the original certification and the second opinion, the City will require the opinion of a third doctor. The City and the employee will mutually select the third doctor, and the City will pay for the opinion. This third opinion will be considered final. The employee will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion.

m) Certification for the Family Member's Serious Health Condition

Employees who want to take FMLA leave for a family members serious health condition ordinarily must provide the department

director and the Director of Human Resources at least thirty (30) days' notice of the need for leave, if the need for leave is foreseeable. If the need is not foreseeable, the employee should give as much notice as is practical. When leave is needed to care for an immediate family member and is for planned medical treatment, the employee must try to schedule treatment in order to prevent disruptions of the City's operations.

The City will require certification for the family member's serious health condition. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. Medical certification will be provided using the DOL Certification of Health Care Provider for Family Member's Serious Health Condition.

The Director of Human Resources may directly contact the employee's family member's health care provider for verification or clarification purposes. The City will not use the employee's direct supervisor for this contact. Before the City makes this direct contact with the health care provider, the employee will be given an opportunity to resolve any deficiencies in the medical certification. In compliance with HIPAA Medical Privacy Rules, the City will obtain the employee's family member's permission for clarification of individually identifiable health information.

The City has the right to ask for a second opinion if it has reason to doubt the certification. The City will pay for the employee's family member to get a certification from a second doctor, which the City will select. The City may deny FMLA leave to an employee whose family member refuses to release relevant medical records to the health care provider designated to provide a second or third opinion. If necessary to resolve a conflict between the original certification and the second opinion, the City will require the opinion of a third doctor. The City and the employee will mutually select the third doctor, and the City will pay for the opinion. This third opinion will be considered final. The employee will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion.

n) Certification of Qualifying Exigency for Military Family Leave

The City will require certification of the qualifying exigency for military family leave. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. This certification will be provided using the DOL Certification of Qualifying Exigency for Military Family Leave.

o) Certification for Serious Injury or Illness of Covered Servicemember for Military Family Leave

The City will require certification for the serious injury or illness of the covered servicemember. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. This certification will be provided using the DOL Certification for Serious Injury or Illness of Covered Servicemember .

p) Recertification

The City may request recertification for the serious health condition of the employee or the employee's family member no more frequently than every 30 days unless circumstances have changed significantly, or if the employer receives information casting doubt on the reason given for the absence, or if the employee seeks an extension of his or her leave. Otherwise, the City may request recertification for the serious health condition of the employee or the employee's family member every six months in connection with an FMLA absence. The City may provide the employee's health care provider with the employee's attendance records and ask whether need for leave is consistent with the employee's serious health condition.

q) Procedure for Requesting FMLA Leave

All employees requesting FMLA leave must provide verbal or written notice of the need for the leave to the Director of Human Resources. Within five business days after the employee has provided this notice, the Director of Human Resources will complete and provide the employee with the DOL Notice of Eligibility and Rights.

When the need for the leave is foreseeable, the employee must provide the employer with at least 30 days' notice. When an employee becomes aware of a need for FMLA leave less than 30 days in advance, the employee must provide notice of the need for the leave either the same day or the next business day. When the need for FMLA leave is not foreseeable, the employee must comply with the City's usual and customary notice and procedural requirements for requesting leave, absent unusual circumstances.

r) Designation of FMLA Leave

Within five business days after the employee has submitted the appropriate certification form, the Director of Human Resources will complete and provide the employee with a written response to the employee's request for FMLA leave using the DOL Designation Notice.

s) Intent to Return to Work From FMLA Leave

The City may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work. If at any point, an employee gives notice that they will not be returning from FMLA leave, the Department Head will request a written resignation. The City's obligation for restoration rights ends when an employee informs his/her

Department Head that he or she will not be returning. The City will also stop paying its share of health care costs at that time and notify the employee of benefits under COBRA.

ARTICLE IX - CONDUCT AND DISCIPLINE

Section 901. Conduct, Outside Employment, Privileged Information and Political Activities.

All City employees are expected to represent the City to the public in a professional, courteous, efficient and helpful manner. All employees will work to meet the following expectations: basic tact and courtesy towards the public and fellow employees; adherence to City policies, procedures, safety rules and safe work practices; compliance with directions from supervisors; preserving and protecting the City's equipment, grounds, facilities and resources; and providing orderly and cost efficient services to its citizens.

In order to function efficiently or to meet service demands, employees may be asked to perform related duties that are outside their regular assignments. The City will make every effort to minimize such circumstances. To make the most efficient use of personnel, the City also reserves the right to change work conditions and assigned duties.

a) A City employee is prohibited from engaging in activities which might have an unfavorable effect upon City service. Employees must avoid any action which might result in or create the impression of using public office for private gain, giving preferential treatment, seeking preferential treatment, or similar such dubious activities or practices.

b) City employees are prohibited from soliciting or accepting any gift, gratuity, favor, entertainment, loan or any item of monetary value from any person seeking to obtain business with the City or any other thing of value from the City, or from any person within or outside City's employment whose interests may be affected by the employee's performance or non-performance of official duties.

c) No employee may engage in additional employment which in the opinion of the Department Head interferes with the proper and effective performance of official duties. It is necessary that an employee give priority to his/her job with the City of Rock Springs. The City shall not be held liable to grant sick leave in any cases of injury to an employee while that employee is engaged in outside employment.

d) City employees who are involved with privileged or non-

public information of significant public interest may not use this information for personal gain nor to benefit friends or acquaintances. If an employee has an outside interest which could receive a pecuniary gain by any City plan or activity, this situation must be reported to the employee's supervisor immediately. Each employee is charged with the responsibility of insuring that only information that should be made available to the general public is released.

e) The following political activities are prohibited:

1. use of an official capacity or authority to influence the outcome of any election or to coerce or command any person to vote for, lend or contribute anything of value to any political candidate.
2. engaging in any political campaign activity during on duty or working hours.
3. employees will not be in city uniforms or clothing with a City logo while campaigning for political office or a political candidate.

f) Except for those positions for which political affiliation or association is an appropriate requirement for the effective performance of the public position, discrimination against any person in recruitment, examination, appointment, retention, discipline, or any other aspect of personnel administration because of political opinion or affiliation shall be prohibited. No questions shall be asked on any application, examination or interview which would directly or indirectly require the disclosure of a person's political affiliation, preferences or opinions. Applicants and employees shall be prohibited from using political influence as an advantage in securing or making appointments or for other personal benefit for themselves or others in personnel matters.

g) Violation of these provisions shall be just cause for disciplinary action.

Section 902. Use of City Technology.

a) All City computer and communications systems, such as telephone systems, voicemail, e-mail, cellular devices, texting or instant-messaging devices, computers, networks, data storage, Internet access, and associated software products, as well as all data and information transmitted by, received from, or stored on those systems, are the property of the City. As such, these systems are to be used for job-related purposes only.

The City recognizes that employees must sometimes place or

receive personal calls on company telephones or use the City's electronic communication and Internet systems for personal purposes. In order to preserve the integrity and availability of these systems for business use, it is essential that all employees minimize and not abuse personal use of these systems. Employees using the City's computer and communications systems and business property for personal use do so at their own risk and should have no expectation that their personal communications and uses are confidential, private or privileged. To ensure that the City's computer and communications systems and equipment are used only for legitimate business purposes, the City may monitor the use of such systems from time to time, without prior notice. This may include listening to stored voicemail or monitoring an employee's use of the Internet, e-mail, texting, voice mail and other the City computer systems.

b) Using the City's computer and communications systems in the following way is expressly prohibited and may result in discipline, up to and including termination:

- Using City systems for excessive participation or use of social media, shopping or entertainment sites. Excessive participation or use is any participation or use that interferes with or delays the performance of work.
- Accessing sites established for illicit or immoral purposes.
- Conducting personal business for revenue or profit.
- Sending, accessing, receiving, posting or storing data that are discriminatory, harassing, or defamatory.
- Sending, accessing, receiving, posting or storing sexually explicit material.
- Using City systems to send or post intimidating messages or hate speech.
- Using City systems for the purpose of gambling or placing wagers or bets.
- Using City systems to conduct illegal activities.
- Sending, receiving or posting messages that contain inappropriate or profane language.
- Installing personal software or applications on City-issued computers or other devices.
- Downloading, copying or transmitting works of others in a manner that constitutes infringement under copyright laws.
- Transmitting or posting confidential City information to unauthorized individuals.

c) In addition, employee will follow any procedures as set forth by Council Policy regarding information technology.

Section 903. Personal Cell Phone Use

a) Employees should use discretion in regard to personal phone calls, including cell phones, texts, games or social medial. Lengthy personal calls are prohibited. Every attempt should be made for employees to limit phone usage to breaks or meal periods.

b) Employees must follow City Ordinance 5-208 Regulation of Cell Phones in Vehicles. Employees may not use any cell phone while operating a city vehicle or operating equipment. They will be subject to the same fines as described in Ordinance 5-208 and may be subject to disciplinary action up to a including termination.

c) Supervisors will monitor phone usage. Excessive use of a telephone/cell phone for personal calls, texts, games or social medial use may result in disciplinary action.

Section 904. Vehicle Usage

a) City vehicles shall be operated in compliance with existing State Statutes, City ordinances, and City policies and procedures.

Employees operating City vehicles shall have in their immediate possession a current, valid, and applicable vehicle operator's license. Any employee who operates a City vehicle will be subject to an annual driving record check. Employees must immediately notify their supervisor and/or Department Head if a change in licensing occurs that may have an impact on the employee being able to perform their regular job duties. This will be reviewed with the Director of Human Resources for any further action. Failing to provide proper notification may result in disciplinary action, up to and including termination.

Department Heads are responsible for ensuring the proper care, maintenance, and operation of all vehicles assigned to their Department.

Accidents involving City vehicles shall be investigated per Wyoming statute. Additionally, a Departmental inquiry shall be conducted within (10) working days of any accident to determine the presence of any operational, safety, and/or mechanical factors contributing to the accident, to include compliance with the Section 906 Drug and Alcohol. Such inquiry shall include a written report to the Department Head, detailing any contributing factors as well as providing recommendations on avoiding future similar accidents.

b) Safety Issues - City vehicles shall be operated in a reasonable and prudent manner.

A pre-check inspection should be conducted of each vehicle
Safety devices (horns, lights, warning devices, etc.) shall be operable and properly utilized. Where existing, occupant

restraint devices shall be continuously worn per manufacturer guidelines by all occupants of City vehicles. Vehicle operators shall not be under the influence of any alcoholic beverage or contraindicated drug.

c) Operation of City Vehicles - City vehicles shall be operated only by City employees authorized to do so by their Department Head.

When not in actual use, or when left unattended in the course of carrying out City business, City vehicles shall be properly secured.

When not in actual use, City vehicles shall be properly parked or otherwise housed on city property.

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

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

e) Special Provisions

1. Passengers - passengers in City vehicles are limited to:

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

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

3. Employees operating a City vehicle to conduct legitimate City business may utilize the vehicle for

purposes of taking a scheduled meal break in the City, if such break is clearly incidental to a reasonably direct travel route to/from work assignments.

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

Section 905. Purpose of Disciplinary Action, Examples of Offenses.

a) The purpose of discipline is to correct an employee's behavior so that the employee will be more effective and responsible within the City; and, to insure that individual employees are called to account for their misconduct or inappropriate behavior. All efforts should be made to insure that discipline is applied with reasonable consistency within the City and that any disciplinary action taken is not only appropriate to the offense committed, but takes into account the individual employee's past record, pattern of behavior, attitude, his/her motives and reasons for committing the offense, and all other attendant circumstances. Employment with the City of Rock Springs shall be deemed a privilege and not a right; and, an employee shall have no right to expect his employment with the City to continue uninterrupted by disciplinary actions including dismissal.

b) Causes for discipline fall within a wide range of offenses. The following list of offenses is intended to serve as a guide for the application of disciplinary measures only. The following list provides examples of problems and are intended neither to be all inclusive nor mutually exclusive, for it would be impossible to list all potential infractions requiring discipline and consideration of all attendant circumstances.

Examples of offenses include, but are not limited to:

- Failure to follow direction
- Absenteeism or tardiness.
- Failing to call in on time to let your supervisor know that you will be absent or late.
- Quitting work early.
- Not paying attention to work.
- Violation of a safety rule or practice.
- Violation of any city council policy (such as smoking law)
- Poor job performance or conduct.
- Sleeping on the job.
- Abuse of sick leave.
- Insubordination or other disrespectful conduct.
- Refusing to do an assignment (unless it can be demonstrated by the employee that such assignment unreasonably endangers the health and safety of the employee and others).
- Careless conduct which threatens the safety or causes harm to

the employee or others.

- Use of City position for personal gain or benefit of friends or acquaintances.
- Demonstrated (documented) incompetency or inefficiency in the performance of job duties.
- Theft or intentional, willful, negligent or careless destruction of City property.
- Offensive conduct while on the job.
- Intentional falsification of City records.
- Fighting, threatening violence or creating hostility in the workplace.
- Unauthorized use of telephones including excessive personal calls, mail system, information technology systems or other city-owned equipment;
- Working while impaired by alcohol or drugs.
- Conviction for any misdemeanor offense which, in the opinion of the Department Head will have a direct adverse effect on the employees ability to effectively discharge the required job duties or which may adversely affect or injure the public reputation of the City.
- Conviction for any felony offense.

Section 905. Disciplinary Actions.

a) The City of Rock Springs encourages a system of disciplinary action in order to correct employee misconduct at as low a level as is reasonably possible. The disciplinary action process may start at any step based on the offense and will be in consultation of the Director of Human Resources. Department Heads and supervisors are allowed a great deal of discretion in determining appropriate disciplinary measures, but are encouraged to first consider the least severe type of action reasonably necessary to correct the problem and call the employee to account for his actions. More severe measures should be applied to repeat offenses. Some offenses by virtue of the seriousness of their nature or the attitude and motives of the employee or other attendant circumstances will call for the immediate application of severe disciplinary measures. An employee who is covered by a labor agreement may be permitted to have a representative of any union of which the employee is a member present at any and all investigative interviews or hearings that may lead to discipline of the employee. (Ord. No. 96-08, 7-16-96) NOTHING IN THIS POLICY IS INTENDED TO CREATE A CONTRACTUAL REQUIREMENT FOR CAUSE FOR THE TERMINATION OF ANY AT-WILL EMPLOYEE OR OTHERWISE ALTER THE AT-WILL RELATIONSHIP EMPLOYEES HAVE WITH THE CITY.

b) The disciplinary actions that may be taken against an employee include: oral warning, written reprimand, written reprimand and suspension without pay for periods not exceeding five (5) days, written reprimand and suspension without pay for periods exceeding (5) days, and dismissal.

Oral warnings, written reprimands and suspensions without pay for periods not exceeding five (5) days are not subject to review through either the grievance or appeal procedures. Suspensions of more than five (5) days, and dismissals are subject to the grievance procedure.

Prior to determining whether any disciplinary action is necessary and/or what type of discipline is to be given, the supervisor or Department Head shall meet with the employee and inform him/her of the facts which the supervisor or Department Head believes give rise to a disciplinary action. The supervisor or Department Head shall give the employee an opportunity to respond and give his/her account of these facts which the supervisor or Department Head shall consider prior to determining what, if any, discipline is appropriate.

c) All disciplinary actions, including oral warnings, shall be documented by the supervisor or the Department Head, in consultation with the Director of Human Resources, with a copy provided to the employee. The documentation should describe the details of the conduct, how the conduct violates policy or otherwise requires disciplinary action, the details of the corrective action, and the possible future consequences if further misconduct occurs. The employee shall be allowed the opportunity to sign the disciplinary documentation solely for the purpose of acknowledging receipt of a copy of the documentation. If the employee refuses to sign a copy of the documentation, the supervisor or Department Head shall note the date, time and witnesses of the employee's refusal on the original disciplinary documentation. The disciplinary action may include a performance improvement plan. The supervisor or Department Head shall forward the original disciplinary documentation to the Director of Human Resources for placement in the employee's personnel file. The employee has the right to submit a written statement refuting the disciplinary documentation to be placed in the employee's personnel file.

d) Dismissal. Although at-will employees can be terminated at any time for any reason or no reason, it is the policy of the City that dismissal is reserved for those situations when the offense is of such a character or nature (in the opinion of the Department Head considering all attendant circumstances) that dismissal is appropriate. Dismissal of an employee requires the prior approval of the Director of Human Resources and the Mayor, which shall be given only after consultation with the City Attorney; and, shall be set forth in writing, stating the reasons for the dismissal.

Section 906. Drugs and Alcohol.

a) The City of Rock Springs recognizes illegal drug usage

and abuse of alcohol by City employees as a threat to the public welfare as well as to the welfare of other employees of the City. Employees are prohibited from using illegal drugs at any time and being under the influence of illegal drugs or alcohol while working, including while being on-call. The City will take necessary steps, including drug and alcohol testing, to eliminate illegal drug usage, and to identify and discipline employees who report to work under the influence of illegal drugs or alcohol. Violations of this policy may result in the termination of employment, however, the City will consider options that promote rehabilitation and prevention when those options are in the best interests of the City.

1. If an employee is under the care of a medical provider and taking a controlled substance by prescription, they will be required to consult with their medical provider about any impacts the medication may have on their ability to perform their job safely, and notify their Department Head of the medical provider's advice on that topic so the Department Head can take the appropriate steps necessary to assess the risk and make appropriate task assignments. If requested by the Department Head, the employee shall provide the Department Head with a statement signed by his or her medical provider confirming the medical provider's advice regarding the employee's ability to perform regularly assigned duties.

2. Pre-employment Testing. All successful applicants for safety sensitive positions are subject to a post-offer, pre-employment drug and alcohol screen. If the test results are positive, the offer will be withdrawn.

3. Random Testing. Random drug testing will be performed on all employees with a commercial driver's license, police officers and fire fighters, and employees in safety sensitive positions. Safety sensitive positions include any position within the City that requires an employee to drive a City vehicle, operate equipment, or lifeguard.

4. DOT Testing. Employees required to have a commercial driver's license (CDL) as outlined in their job description, will comply with all Department of Transportation requirements regarding drug testing, as discussed in the City's Drug and Alcohol Program for DOT-regulated Employees.

5. Reasonable Suspicion Testing. If, in the opinion of the employee's supervisor or the Department Head, there is a reasonable suspicion to believe that an employee is under the influence of alcohol or an illegal drug, the employee may be required to submit to testing.

- i. Reasonable suspicion may be based upon specific objective facts and reasonable inferences drawn from those facts, that could be indicative of illegal drug use or being under the influence of drugs or alcohol, including, (a) the observations of the supervisor or Department Head, taking into account such things as glazed eyes, dilated pupils, smell of alcohol, slurred speech, unsteady on feet, wobbly walk, change in normal appearance, change in attitude, aggressive behavior, being passed out; (b) investigation, arrest or conviction for a drug-related offense; (c) reports from apparently reliable and credible sources; (d) observation of drug use; (e) evidence that the employee tampered with a previous drug test; or, (f) any other grounds or reasons which the supervisor or Department Head is able to articulate as giving rise to a reasonable suspicion.
- ii. The supervisor or Department head must immediately document all information on which the reasonable suspicion is based, as well as the date and time the information was obtained, and obtains the approval for testing from his or her Department Head or the Director of Human Resources. The employee shall be given a copy of this documentation.
- iii. Any employee who will be tested for reasonable suspicion will be placed on immediate sick leave, or if sick leave is unavailable, leave without pay. The employee will be transported immediately by the supervisor or Department Head to the place where the test is to be performed and thereafter to the employee's residence. In no case shall an employee who is suspected of being under the influence of drugs or alcohol be allowed to operate a vehicle or machinery, or to return to work until the test results are obtained.

5. Post-accident Testing. Testing of employees in safety-sensitive positions shall be required immediately following work related accidents which involve death or personal injury to self or others and/or property damage.

6. Follow-up Testing. Employees who have been permitted to return to work following completion of a drug

or alcohol rehabilitation program will be subjected to periodic, unannounced testing, for the frequency and duration recommended by a substance abuse professional consulted by the City.

7. Procedures.

- a. Drug testing will be performed at a laboratory certified by the U.S. Department of Health and Human Services under the National Laboratory Certification Program.
- b. All test results will be sent to the Director of Human Resources who will evaluate those results and make the results available to the Department Head and the individual who was tested. Test results shall be treated with the same confidentiality as other employee medical records.
- c. In the event alcohol and drug screening tests result in one negative, the employee will be compensated as to his regular duty assignment with no time lost and no sick leave deducted.
- d. Employees who refuse to submit to testing pursuant to the provisions of this policy will be subject to disciplinary up to and including termination and/or administrative actions.
- e. A positive and confirmed test result will be the basis for immediate placement on sick leave until an investigative or disciplinary review by the Director of Human Resources and Department Head is concluded.
- f. An employee's first positive test result under this section may not result in dismissal. The City will consider permitting the employee to seek rehabilitation as an alternative to the termination of employment, after consideration of the employee's acceptance of responsibility, employment history with the City, general job performance, disciplinary history, and work-related impacts of the employee's drug or alcohol use.
- g. No employee who is permitted to seek rehabilitation as an alternative to termination of employment will be permitted to return to work without written confirmation from a substance abuse professional that the employee has completed the rehabilitation program and complied with all recommendations of the substance abuse professional, and, the employee will be placed on a return-to-work agreement that will require unannounced follow-up testing and confirm that any subsequent violation of

this policy will result in the termination of employment.

- h. At any time, an employee may voluntarily enter a chemical dependency or treatment program without fear of disciplinary actions against him or her. While undergoing evaluation and treatment, the employee may receive the usual compensation and fringe benefits provided for any other sick leave.

Section 907. Policy Prohibiting Harassment.

Harassment is a form of illegal discrimination. The City strictly prohibits harassment of any employee by another employee, supervisor, elected official, vendor or member of the public because of the employee's race, creed, color, national origin, age, religion, sex, ancestry, marital status, disability, military status or any other unlawful basis.

Definition:

1. Harassment includes any verbal or physical conduct of an offensive nature that is based on any protected characteristics as listed above, including offensive comments, jokes, innuendo, insults or other forms of inappropriate conduct based on such characteristics. Harassment also includes offensive or harassing statements or conduct which is motivated by an employee's protected characteristics, whether or not the statements or conduct are overtly derogatory toward those protected characteristics.
2. Such prohibited behavior includes, but is not limited to:
 - a. offensive and unwelcome sexual flirtations, advances, or propositions;
 - b. verbal abuse;
 - c. degrading comments about an individual or his/her appearance;
 - d. unwelcome "jokes";
 - e. the display of sexually suggestive objects or pictures;
 - f. or any offensive or abusive physical contact.
3. In addition, sexual harassment is defined as unwelcome sexual or other conduct that interferes with an individual's job performance or creates an intimidating, hostile or offensive environment. All employees, including both supervisory and non-supervisory personnel, are prohibited from engaging in unwelcome sexual conduct or making unwelcome sexual overtures, either verbal or physical.
4. Supervisors are specifically prohibited from implying or stating that submitting or refusing to submit to sexual advances will have any effect on the individual's hiring,

placement, compensation, training, promotion, or any other term or condition of employment.

5. It is important to recognize that the fact that someone did not intend to sexually harass an individual is no defense to a claim of sexual harassment. Regardless of intent, it is the effect and characteristics of the conduct that determine whether the conduct constitutes sexual harassment.

RESOLUTION PROCESS:

1. Each supervisor is responsible for maintaining and enforcing harassment -free working environment and for responding to the supervisor's observation or awareness of conduct which violates this policy.
2. Employees are to report any behavior that they believe to be harassment to their supervisor, their Department Head or the Director of Human Resources.
3. The employee raising a concern under this policy may be requested to provide details about the concern in writing, providing sufficient detail and specifics to allow for a thorough investigation.
4. Complaints of harassment will be investigated by the Human Resources Department or a designee appointed by the Director of Human Resources with the approval of the Mayor. At the conclusion of the investigation, Human Resources will determine whether this policy or any other City policy has been violated, and the appropriate action to be taken, including disciplinary action if deemed warranted. The reporting employee will be notified of Human Resources' determination, and, if the policy has been violated, that corrective action has been taken.
5. Confidentiality of the report and investigation will be maintained to the greatest degree possible consistent with the need to conduct a thorough and complete investigation.
6. Any employee who is found to have engaged in behavior prohibited by this policy will be subject to disciplinary action up to and including termination.
7. An employee who may be subject to disciplinary action for violation of this policy will be permitted to have a representative of any union of which the employee is a member present or their own legal counsel at any investigative interview or disciplinary meeting.

8. No employee who reports harassment, discrimination or a hostile work environment shall be retaliated against in any manner for making such report. See Policy Prohibiting Retaliation.

ORDINANCE NO. 2018-05

AN ORDINANCE CREATING ARTICLE 3-544 OF THE ORDINANCES OF THE CITY OF ROCK SPRINGS, WYOMING, "PROHIBITED SALE OF COMMERCIAL BRED DOGS, CATS, AND RABBITS IN PET STORES, RETAIL BUSINESSES, AND OTHER COMMERCIAL ESTABLISHMENTS".

WHEREAS, according to the Humane Society of the United States, hundreds of thousands of dogs and cats in the United States have been housed and bred at these substandard breeding facilities, known as "puppy mills" or "kitten factories," which mass produce animals for sale to the public, and many of these animals are sold at retail pet stores, retail businesses, or other commercial establishments; and,

WHEREAS, the Governing Body finds that so-called "backyard breeding" and subsequent sale of commercially bred dogs, cats, and rabbits contribute to the proliferation of homeless and unwanted animals that end up in public animal shelters and humane societies; and,

WHEREAS, the Governing Body of the City of Rock Springs has determined that the City of Rock Springs should be an example for others cities and counties with respect to the compassionate and humane treatment of animals; and,

WHEREAS, the need exists to regulate pet stores, retail businesses, and other commercial establishment that sell dogs, cats, and rabbits obtained from backyard breeders or other sources utilizing substandard breeding practices, such as inhumane, commercial breeding facilities where the health of dogs, cats, rabbits and other animals is disregarded to maximize profits.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF ROCK SPRINGS, STATE OF WYOMING:

Section 1. That Article 3-544, "Prohibited Sale of Commercially Bred Dogs, Rabbits, Cats in Pet Stores, Retail Businesses and Other Commercial Establishments" within Chapter III, Morals and Conducts, of the Ordinances of the City of Rock Springs, is hereby created to read as follows:

Article 3-544

3-544 Prohibited Sale of Commercially Bred Dogs, Rabbits, Cats and Rabbits in Pet Stores, Retail Businesses and Other Commercial Establishments

(a) It shall be unlawful for any person to sell any live dog, cat, rabbit or other domesticated breed of animal in any pet store, retail business, or other commercial establishment located in the City of Rock Springs, unless the animal was obtained from an animal shelter or a nonprofit rescue and humane organization.

(b) This Section shall not affect a consumer's ability to obtain a dog or cat of his or her choice directly from a breed-specific or other rescue organization, or directly from a breeder of breed-specific pedigreed dogs or cats where the consumer can see the conditions in which the dogs or cats are bred or can confer with the breeder concerning those conditions.

(c) For purposes of this Section, the following terms shall have the following meanings:

"Animal shelter" means a public animal shelter operated by any city or any county or other public agency, or an entity operating under contract with any city or county, such as a humane society, whose mission and practice is, in whole or significant part, the rescue and placement of animals in permanent homes or rescue organizations.

"Rescue and Humane organization" means a non-profit corporation that is exempt from taxation under Internal Revenue Code Section 501 (c)(3) and which participates in early age spay/neuter of animals; complies with State and local laws regarding the humane treatment of animals; and whose mission and practice is, in whole or insignificant part, the rescue and placement of animals in permanent homes.

"Person" means an individual, firm, association, partnership, corporation, joint venture, or combination of individuals.

"Sale" or "sell" means to sell, auction, barter, or otherwise transfer for money or other compensation.

This ordinance shall take effect immediately after it has been published as required by law.

PASSED AND APPROVED this _____ day of _____, 2018.

President of the Council

Mayor

Attest:

City Clerk

1st Reading: _____

2nd Reading: _____

3rd Reading: _____