



*City Council Meeting
Agenda Packet*

April 17, 2018

7 p.m.

City Council Meeting Agenda

April 17, 2018 7 p.m.



- 1. Pledge of Allegiance
- 2. Roll Call
- p. 6 3. Approval of Minutes: City Council Workshop of March 29, 2018, the City Council Meeting of April 3, 2018, the Special City Council Meeting of April 4, 2018, and the Special City Council Meeting of April 10, 2018

BID OPENINGS

- p. 21 1. 2018 Crack Seal Project
- p. 22 2. 2018 Concrete Replacement Phase II Project

APPOINTMENTS

- p. 24 1. Board of Adjustment—Pam Schumacher, 1st term
- 2. Board of Adjustment—Kandi Pendleton, 2nd term
- 3. Communities Protecting the Green River—Bryan Seppie, fill vacancy created by Fred Ostler
- 4. Planning and Zoning Commission—Dan Kennedy, fill unexpired term of Mark Erickson

PRESENTATIONS AND PROCLAMATIONS

- 1. Wyoming Cowboy Challenge Academy—April Corwin
- 2. Wyoming Horse Racing/Sweetwater Events Complex—Kandi Pendleton
- 3. Great American Main Street Award for City of Rock Springs—Chad Banks

PETITIONS

OFFICER AND STAFF REPORTS

- p. 28 1. Health Insurance Fund Recap—March 2018
- p. 30 2. Rock Springs Renewal Fund Financial Statements—February 2018

COUNCIL COMMITTEE AND BOARD REPORTS

- p. 33 1. Main Street Board Meeting minutes of March 12, 2018

CORRESPONDENCE

- p. 36 1. Letter from Governor Matt Mead congratulating Rock Springs on receiving the National Main Street Center's 2018 Great American Main Street Award

BILLS AND CLAIMS

- p. 38 1. Bills and Claims for April 17, 2018
- p. 58 2. Salaries for April 6, 2018

NEW BUSINESS

- p. 60 1. Request from the Department of Engineering & Operations for permission to bid the Bunning Park Renovation Project—Demolition Phase I
- p. 61 2. Request from the Police Department for permission to fill a vacant Police Officer position
- p. 62 3. Approval of the Annual Drinking Water Quality Report—May 2018

- p. 64 4. Request from The Mikey Thorpe Memorial Ride for Life for street closure of S. Main Street, from the coffee shop to the end of the block past the American Legion, on May 12, 2018, from 1 p.m. - midnight
- p. 66 5. Request from Simba, Inc. dba Club 307 to transfer their retail liquor license to cater a wedding at the Green River Expedition Island Pavilion on May 26, 2018, from 7 a.m. – midnight. (Requires approval from the Green River City Council also)
- p. 67 6. Request from Santa Fe Trail, Inc. for a liquor catering permit for the Power of the Purse event on May 5, 2018, from 5 p.m. – midnight at the Sweetwater Events Complex
- p. 70 7. Request from Samantha Newman for a malt beverage permit for A Night of Rock-n-Roll on April 28, 2018, from 5 p.m. – midnight at the Bunning Freight Station
- p. 74 8. Request from Lynpaj, Inc. dba Bomber’s Sports Bar to host an outdoor event on July 7, 2018, from 11 a.m. - midnight
- p. 76 9. Request from Santa Fe Trail, Inc. for a liquor catering permit for the American Legion Baseball on April 27, 2018, from 5:30 p.m. – midnight at the SCM Parish Center
- p. 79 10. Request from Black Rock, Inc. for a liquor catering permit for Ride for Life on May 12, 2018, from 9 a.m. – 11 p.m. at 543 Broadway, Rock Springs
- p. 82 11. Request from Lews, Inc. for a liquor catering permit for the New Catholic Church Building Fundraiser on April 21, 2018, from 4 p.m. – midnight at the SCM Parish Center

RESOLUTIONS

- p. 85 1. 2018-54 A Resolution accepting and approving a National Museum of the United States Air Force (NMUSAF) Static Display Program 2018 Loan Agreement
- p. 97 2. 2018-55 A Resolution to request a Public Participation Plan from the Wyoming Department of Environmental Quality relating to lands affected by petroleum and hydrocarbon contamination in soil and groundwater within the city
- p. 99 3. 2018-56 A Resolution accepting and approving the 2018 Wildland Fire Management Annual Operating Plan
- p. 140 4. 2018-57 A Resolution accepting and approving a Fireworks Production Contract with Fireworks West Internationale, Inc.
- p. 144 5. 2018-58 A Resolution accepting and approving the grant of a Sanitary Sewer Easement from Pacific Hide and Fur Depot dba Pacific Steel and Recycling
- p. 151 6. 2018-59 A Resolution accepting and approving the grant of a Temporary Construction Easement from Pacific Hide and Fur Depot dba Pacific Steel and Recycling
- p. 158 7. 2018-60 A Resolution accepting and approving the grant of Sanitary Sewer Easement from Robert W. Moses, to the city of Rock Springs
- p. 166 8. 2018-61 A Resolution accepting and approving the grant of Temporary Construction Easement from Robert W. Moses, to the city of Rock Springs
- p. 173 9. 2018-62 A Resolution accepting and approving the grant of Temporary Access Easement from Robert W. Moses, to the city of Rock Springs
- p. 179 10. 2018-63 A Resolution accepting and approving the grant of Sanitary Sewer Easement from RS College Hill Investments, LLC to the city of Rock Springs
- p. 186 11. 2018-64 A Resolution accepting and approving the grant of Temporary Construction Easement from RS College Hill Investments, LLC to the city of Rock Springs
- p. 193 12. 2018-65 A Resolution accepting and approving the grant of Temporary Construction Easement from RS College Hill Investments, LLC to the city of Rock Springs
- p. 200 13. 2018-66 A Resolution accepting and approving a Lease between the city of Rock Springs, the Rock Springs Urban Renewal Agency, and William McCurtain, James R. McCurtain, and Scott McCurtain
- p. 205 14. 2018-67 A Resolution accepting and approving a Professional Services Contract with Rocky Mountain Survey, Inc.

p. 211	15.	2018-68	A Resolution accepting and approving a form of contract with Kilgore Companies, LLC, dba Lewis & Lewis, Inc. in the amount of \$1,018,758.55 for the 2018 Overlay Project
p. 215	16.	2018-69	A Resolution accepting and approving Task Order No. 392.01.130 to the Master Services Agreement with Hansen, Allen & Luce, Inc., in the amount of \$69,300.00
p. 228	17.	2018-70	A Resolution to accept and approve a City of Rock Springs budget revision to the budget for the fiscal year ending June 30, 2018
p. 231	18.	2018-71	A Resolution accepting and approving a request for FAA approval of an Agreement for the Transfer of Entitlements to the City of Cody, Wyoming, and the Yellowstone Regional Airport Joint Powers Board
p. 236	19.	2018-72	A Resolution accepting and approving a request for FAA approval of an Agreement for the Transfer of Entitlements to the City of Riverton, Wyoming

ORDINANCES

p. 242	1.	2018-04	<i>3rd Reading:</i> 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
p. 303	2.	2018-05	<i>3rd Reading:</i> 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”
p. 305	3.	2018-06	<i>2nd Reading:</i> An Ordinance amending Article 13-8 of the Ordinances of the City of Rock Springs, Wyoming, entitled “Zone District Regulations”
p. 314	4.	2018-07	<i>2nd Reading:</i> An Ordinance amending Article 13-8 of the Ordinances of the City of Rock springs, Wyoming, entitled “Zone District Regulations”

ADJOURNMENT



City Council Agenda

Minutes

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

City Council met for a workshop on March 29, 2018. Mayor Demshar called the meeting to order at 6 p.m. Members present included Councilors Glennise Wendorf, Rose Mosbey, Billy Shalata, Rob Zotti, Tim Savage, David Tate, and David Halter. Councilor Jason Armstrong was absent from the meeting. Department heads present included Dwane Pacheco, Richard Beckwith, Steve Horton, Jim Wamsley, Paul Kauchich, Dave Lansang, Matt McBurnett, and Kara Beech. The pledge of allegiance was recited.

DISCUSSION OF PROPOSED ORDINANCE 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*

Richard Morgan, District Representative for the U.M.W.A. stated that he was not in attendance to bargain for the union. He stated that the U.M.W.A. contract has “just cause provisions” and those employees are not at-will employees. He requested that language be added to *Section 103. At-will*, stating this is so. Also, the union contract overrides the new policies and procedures. He stated that any provisions not covered by the union contract could be bargained for.

Les Mauch, had questions regarding several sections of the new policies. In *Section 309(a)(4) Termination of Employment*, he stated that he did not believe that accrued, but unpaid vacation benefits could be withheld, citing State Statute 27-4-507(c). He also questioned why there were different time frames for giving resignation notices.

Mayor Demshar stated that the reason for the different time frames is that some positions are more difficult to replace and more time is needed to do the recruitment.

Les Mauch stated that the At-will section conflicts with the disciplinary procedures that are in place in the policies. It also causes mistrust between the employees and employer.

Councilor Shalata agreed that there are safety nets in place to protect the employees. He did not like the implications of at-will.

Sandy McJunkin requested that future visions to the policies continue to be done by ordinance and not resolution. Ordinances are rules and resolutions are a mere expression of opinion. Ordinances also allow for the opportunity to review, before being passed.

Mayor Demshar stated that he supports the policies being done by ordinance, but the city is one of a few, if not the only one, that changes these policies by ordinance and not resolution. He sees an ordinance as a living document that can be revised when needed.

Cathy Greene noted that there were some contradictions in the amount of time required to give notice for not coming to work. One place stated a specific time and the other said a reasonable amount of time.

Mayor Demshar stated that this should be left up to the department heads as work schedules are different as well as the types of services provided.

Cathy Greene felt there was a contradiction in the accrual of vacation or sick leave after an employee had been on leave for a period exceeding 30 days. She cited *Sections 804(e) and 816(h)*. She also noted that *Section 804(f)* referred to *Section 817*, when it should actually be *Section 816*.

Cathy Green clarified that *Section 815(c) Other Benefits*, should read “membership to the employees at the Rock Springs Recreation Center, Civic Center and the White Mountain Golf Course.”

Darren Johnson, U.M.W.A. 4893 Local President, stated that there is a lot of good stuff in the revised policies, such as the Drug and Alcohol Testing, Military Leave, Use policies, and Prohibiting Retaliation. He felt that changes to the policies through Resolutions were a major concern. He stated that while there is an At-will section in the policies, the document goes further and shows that the governing body is going over and above law and statutes to protect its employees.

Richard Morgan requested that *Section 303 Policy Prohibiting Retaliation* include wording that addresses concerted activities protected by the National Labor Relations Board. He also thought that the wording in *Section 901 Conduct, Outside Employment, Privileges* is too broad, giving the discretion for outside employment to the Department Head. He thanked the governing body for hosting this workshop and giving the employees an opportunity to have their voices heard.

Kyle Schuler voiced his concern that *Section 101(a) Purpose and Scope* no longer includes the wording "In order to insure that principles of merit, equity, and strict individual accountability for employee conduct form the basis for all personnel action." He also felt that the statement reading "Nothing in these personnel policies is intended to create a contract of any type between the city and its employees" could allow the At-will to override the policies.

Mera Souare voiced her concerns about *Section 309(b)(2) Termination of Employment, Involuntary Termination*. She stated that there was no provision made for an employee to explain him/herself before termination—only after the fact.

Kara Beech stated that in *Section 906(b) Disciplinary Actions*, the employee is given an opportunity to respond and give his/her account of the facts.

Mera Souare stated that if the problem is with the Department Head, and the employee is At-will, then the employee will not have the opportunity to respond.

Councilor Savage stated that it is obvious that the city is not planning to just fire employees. He asked if the loss of productivity and drop in morale has been worth it since the revisions to the policies have been proposed. He stated that the At-will section appeared to be a conflict with the rest of the document.

Councilor Zotti stated that he has seen totally At-will documents for employees, but this is not the case. However, he understood the employees' concern.

Mayor Demshar stated that he could understand the anxiety when the At-will is taken out of context. However, it is not the goal of the governing body to arbitrarily dismiss people. He thanked everyone for their input, and stated that some amendments may be offered to the ordinance on second or third reading. He encouraged employees to make an appointment with him to discuss any additional concerns they had.

ADJOURNMENT

There being no further comments or discussion, the workshop adjourned at 6:58 p.m.

By: _____
Council President

ATTEST:

City Clerk

Mayor

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

City Council met in regular session on April 3, 2018. Mayor Demshar called the meeting to order at 7 p.m. Members present included Councilors Tim Savage, Rose Mosbey, Billy Shalata, Jason Armstrong, David Halter, and Glennise Wendorf. Councilors David Tate and Rob Zotti were absent from the meeting. Department Heads present included Dwane Pacheco, Richard Beckwith, Steve Horton, Jim Wamsley, Paul Kauchich, and Kara Beech. The pledge of allegiance was recited.

Approval of Minutes

Moved by Councilor Mosbey, seconded by Councilor Wendorf to approve the City Council Meeting minutes of March 20, 2018, and the Special City Council Meeting Minutes of March 21, 2018. Motion carried unanimously.

BID OPENINGS

2018 Overlay Project

One bid was received from Lewis & Lewis, 370 A Blairtown Rd., Rock Springs, WY, 82901, in the amount of \$1,018,758.55.

PRESENTATIONS AND PROCLAMATIONS

Plaque Presentation for K-9 Akina's Retirement

Mayor Demshar presented a plaque to Akina and her handler, Corporal Amanda Clawson-Walker, thanking them for over 8 years of service together. Akina is dual certified and assisted in many drug busts and criminal investigations.

Proclamation—National Library Week

Mayor Demshar read a proclamation declaring the week of April 8-14, 2018, as National Library Week, and encouraged residents to visit the library and explore what is new.

Proclamation—Sexual Assault Awareness Month

Mayor Demshar read a proclamation declaring the month of April 2018 as Sexual Assault Awareness Month and urged citizens to learn what can be done to combat sexual violence, and offer prevention measures and support to services for survivors.

PUBLIC HEARINGS

Public hearing on an application to consider amending Chapter 13 (Zoning) of the Ordinances of the City of Rock Springs to add B-2 Zone District as eligible for gravel or ground asphalt paving surface for excess parking spaces, auxiliary driveways and equipment storage areas subject to conditional use permit approval

Derek Keller stated this ordinance change would allow businesses to move ahead with their business plans without having to put a lot of money up front. For him, it meant he could utilize his property to make revenue, which would allow him to finish the lot sooner.

Public hearing on an application submitted by Daniel Pedri to consider amending Chapter 13 (Zoning) of the Ordinances of the City of Rock Springs in the R-E Zone District to reduce the minimum separation distance between a residence and animals from 100 ft to 30

No comments were received.

Public hearing on the City of Rock Springs' intent to vacate a public right-of-way of the Hillside Addition in the City of Rock Springs

No comments were received.

Public hearing on an application from Square State Brewing, P.C., for a new microbrewery license for Square State Brewing, to be located at 422 S. Main Street, Rock Springs, WY

Mike Hulen, owner of Square State Brewing, stated that they were excited to become part of the community.

PETITIONS

Jo Ann Dayton introduced Beau, the dog that she rescued, who came from a puppy mill. She encouraged the governing body to approve the proposed ordinance that would prohibit pet stores from selling animals from mills. The mills are big business and bad news for animals, who are often held in unsanitary and harsh conditions.

Melinda Baas, Board President of the Red Desert Humane Society, offered a letter of support to the governing body for Ordinance 2018-05. The ordinance would make the statement that Rock Springs cares about the animals in our community. She thanked the governing body for their continued support.

Vy Gesner stated that California is the first state to ban the retail sale of dogs, cats, and rabbits from breeding facilities. This was accomplished through the cooperation of many animal rights groups and the legislature. Many animals have been rescued and the puppy mill facilities shut down.

State Representative Clark Stith asked the governing body if they had any concerns they would like presented to the Management Council at their meeting on April 19. He stated that it appeared the AML is now admitting that there will be approximately \$70 million available next year for such projects as the Bitter Creek Renovation.

Councilor Savage asked that legislation regarding "vulnerable adults" be brought back. This is a prevalent problem that needs addressed. He also suggested being able to pay for that "perfect picture" on your driver's license, with the funds going straight towards funding driver education in the schools.

Councilor Armstrong thanked everyone for their input on Ordinance 2018-05. While he supports the intent of the idea of the ordinance, the ordinance actually regulates commerce. He stated that a third party, those breeding animals in an ethical manner, would also be outlawed.

Councilor Savage stated that there aren't any ethical breeders that sell to pet stores, as they require volume.

Mayor Demshar stated that he was surprised at the controversy this ordinance presented. He stated that it is not the intent to circumvent breeding by reputable breeders. The intent is to stop puppy mills and their sales to pet stores, which has previously occurred here in Rock Springs.

COUNCIL COMMITTEE AND BOARD REPORTS

Mayor Demshar acknowledged the receipt of the Rock Springs Historical Museum Board Meeting Minutes of January 17, 2018, and February 14, 2018.

Councilor Wendorf stated that this year's City-wide Cleanup will take place on Saturday, May 19. There will be a free lunch at 1 p.m. at the Young at Heart Senior Center. Supplies will be available after May 1 at the Rock Springs Chamber.

Councilor Mosbey stated that the Cheyenne Children's Museum will be at the Rock Springs Historical Museum until April 7. It is free to the public, and she invited everyone to go see it.

Councilor Savage stated that the Animal Companion Committee recently held a successful fundraiser and will now be hosting a reduced cost spay/neuter clinic on May 19 for cats.

Moved by Councilor Shalata, seconded by Councilor Mosbey to approve the Council Committee and Board Reports and place them on file. Motion carried unanimously.

CORRESPONDENCE

The following correspondence was received: Sweetwater County District Board of Health Meeting Agenda for March 28, 2018.

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

BILLS AND CLAIMS

Bills and Claims for April 3, 2018

Fkexshare Benefits	Administration	387.00
Payment Remittance Center	Expenses	1,373.48
ABI Winterhawk Recovery, LLC	Housing assistance	1,116.00
Allied Glass Service	Services	1,305.00
Animal Care Equipment & Services	Equipment	383.37
Apparatus Equipment & Service, Inc.	Sensor	629.98
Ascentia Real Estate Holding Co., LLC	Housing assistance	136.00
Barclay, Robert	Registration	2,025.00
Baxter's Frame Works & Badge Frame	Plaque	146.12
Beacon Athletics	Supplies	1,444.12
Best Value Rentals, LLC	Housing assistance	739.00
Bingham, Heather	Utility reimbursement	38.00
Bottom Line Marketing	Promotional items	881.08
Brown, Larianna	Copies	75.00
Carrington Pointe Apartments	Housing assistance	9,148.00
Caseware International, Inc.	Software	5,335.00
CDM Constructors, Inc.	Design/build contract	471,655.75
Centurylink	Telephone	4,026.02
Chavez, Maria	Housing assistance	220.00
City of Rock Springs	Health insurance	326,277.48
CML Rentals	Housing assistance	1,041.00
Codale Electric Supply, Inc.	Heater	261.89
Crumpton, Cody	Utility refund	32.56
Grenier, Connie	Utility refund	76.76
Copier & Supply Co., Inc.	Toner	190.81
Creative Product Sourcing, Inc.	Supplies	392.40
Desert View Animal Hospital	Dog food	61.93
Dominion Energy	Utilities	23,878.75
Energy Laboratories, Inc.	Testing	204.00
Environmental Express, Inc.	E-coli plates	255.43
Eric F. Phillips Law Office	Fees	55.00
ESRI, Inc.	Software maintenance	11,150.00
Fedex	Shipping	4.49
Fidelity Residential Solutions	Utility refund	13.99
Fossen, Michele	Housing assistance	686.00
G & P Polygraphs, LLC	Polygraphs	1,200.00
Gamble, April	Utility reimbursement	68.00
Gateway Properties, LLC	Utility refund	138.39
Godfrey, Julie	Utility reimbursement	52.00
Guilford, Mercedes	Utility reimbursement	38.00
Harris Enterprise Resource Planning	Services	1,480.00
Horn, Harry	Utility refund	15.98
Head Rush Technologies, LLC	Recertification	220.31
Hoxsey, Misty	Utility reimbursement	31.00
Infosend	Bulk mailing	4,031.32
Int'l Society of Arboriculture	Membership	272.00
Iron Horse Creative, LLC	Design	200.00
Johnson, Isaac, III	Utility refund	73.26
Jack's Truck & Equipment	Parts	454.61
Smith, Jake	Utility refund	7.23

JC Golf Accessories	Accessories	1,083.99
JM Electrical Services	Services	168.00
JP Morgan Chase-Foreclosure	Utility refund	165.02
Mahlik, Kaitlyn	Utility refund	85.98
Petek, Lacey	Utility refund	41.33
Life Fitness	Parts	185.40
Lighthouse Uniform Co.	Services	114.90
Linford, Sterling	Utility reimbursement	52.00
Logiudice, Natalie	Utility reimbursement	52.00
Loredo, Kathleen	Utility reimbursement	52.00
Luna, Cristy	Utility reimbursement	52.00
M & H Properties, LLC	Housing assistance	161.00
Martinez, Crystal	Deposit refund	450.00
Masek Golf Car Co.	Golf cars	204,612.00
Maverick Label	Asset tags	277.73
Long, Mike	Utility refund	24.00
Morgan Valley Polaris KTM	Brush set	94.79
Mountain Plains NAHRO	Registration	300.00
My Educational Resources, Inc.	Supplies	201.00
Nan McKay & Associates, Inc.	Training	899.00
NASRO	Registration	390.00
National Animal Care & Control Assoc.	Training	595.00
National Fire Protection Assoc.	Membership/subscription	1,520.00
National Public Safety Info	Directory	149.00
New Studio	Photos	60.00
Norco, Inc.	Bags	33.43
Nu-Life Auto Glass, LLC	Windshields	368.00
Overy, Ray	Housing assistance	680.00
Paetec	Telephone	126.54
Panda Rentals	Housing assistance	502.00
Parker, LaTiecha	Utility reimbursement	12.00
Penoff, David	Housing assistance	260.00
Performance Overhead Door, Inc.	Repairs	180.00
Ping, Inc.	Merchandise	392.40
Pitney Bowes, Inc.	Service contract	1,113.48
PMS Custom Screen Printing	Shirts	310.00
Porter, Doug	Resident manager	50.00
Power Engineering Co.	Shiller service	291.67
Power Systems, Inc.	Equipment	56.37
Precor, Inc.	Belt	116.80
Questica, Inc.	Software	9,857.00
Ray Lovato Recycling Center	Allocation	10,580.63
Real Kleen, Inc.	Supplies	3,413.14
Red Horse Oil Co., Inc.	Fuel	5,301.00
Reyes, Lindsey	Utility reimbursement	31.00
Robertson, Samantha	Utility reimbursement	38.00
Rock Springs Creekside Apts.	Housing assistance	3,244.00
Rock Springs Newspapers	Advertising	94.83
Rock Springs Pet Hospital, LLC	Services	1,241.50
Rock Springs Renewal Fund	Reimbursement	100.00
Rock Springs Winlectric	Lighting	529.87
Rock Springs Winnelson Co.	Irrigation order	12,534.64
Rocky Mountain Power	Lighting	15,109.00
Rocky Mountain Power	Utilities—Housing	1,339.84
Rocky Mountain Powersports	Parts	85.92
Roose, Cheryl	Utility reimbursement	11.00
RS Apartments, LLC	Housing assistance	233.00
RS Refrigeration	Parts	597.41
RS/GR/SW County Comm. JPB	Allocation	273,092.56
Sanchez, Jeremy	Resident manager	175.00
Self, Tim	Housing assistance	476.00

Semedo, Edna	Utility reimbursement	31.00
Shell, Misty	Utility reimbursement	38.00
Six States Distributors	Parts	147.42
Smart Dwellings	Refund	2,120.00
Southwest Machine & Weld	Services	2,334.00
Southwest Real Estate	Housing assistance	779.00
Sportsman's Warehouse	Supplies	402.93
Springview Manor Apts.	Housing assistance	3,603.00
Staples	Supplies	787.99
Stephenson, Monica	Utility reimbursement	31.00
Sun Life Financial	Premiums	1,321.50
Sweetwater County School District #1	Printing	50.23
Sweetwater Heights	Housing assistance	2,450.00
Swimoutlet.com	Swimsuits	102.14
Thomson Reuters	Publications	408.00
Titleist	Merchandise	2,044.83
Tomahawk Live Trap Co.	Traps	871.65
Trailhead Properties, LLC	Utility refund	169.26
Turcato, Cory	Safety glasses	165.00
Turnkey Properties, Inc.	Housing assistance	579.00
Tuttle, Jeff	Reimbursement	295.39
United Site Services	Rental	197.95
UPS	Shipping	173.00
Verizon Wireless	Telephone	4,109.58
Vesco, Beulah	Housing assistance	425.00
Walmart Community BRC	Supplies	2,201.16
Ware, Ted	Housing assistance	1,306.00
Waxie	Supplies	474.51
Webb, Regina	Resident manager	175.00
Western Wyoming Beverage	CO2	52.00
William H. Smith and Associates, Inc.	Contracts	15,306.50
Williams, Penny	Resident manager	175.00
Willow Street Rentals	Housing assistance	444.00
Wolters Kluwer Legal & Regulatory	Publication	627.35
Woodard, Steven	Housing assistance	102.00
Wostrel, Aaron	Housing assistance	935.00
WY Conference of Municipal Courts	Registration	150.00
Wyoming D.A.R.E., Inc.	Registration	800.00
Wyoming Law Enforcement Academy	Registration	165.00
	Total	\$1,474,843.07

Report Checks for March 22, 2018

Employee Garnishments	Employee deductions	391.65
Internal Revenue Service	Electronic fund transfer	134,616.39
AXA-Equitable	Employee deferred	137.50
ICMA	Electronic fund transfer	3,054.47
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	7,537.50
Great West Retirement	Post tax	240.00
Sweetwater Federal Credit Union	Employee deductions	3,050.00
Flexible Spending Account/BCBS	Employee BCBS flexshare	6,794.99
Wyoming Child Support	Child support payments	3,570.00
	Total	\$161,512.50

Moved by Councilor Wendorf, seconded by Councilor Mosbey to approve the bills and claims for April 3, 2018. Motion carried unanimously.

Salaries for March 22, 2018: \$627,601.03

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

NEW BUSINESS

Request from the Department of Engineering & Operations for permission to bid the 2018 Weed Mitigation Project

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

Request from the Fire Department for permission to apply for three grants through the FY 2018 Wyoming State Office of Homeland Security Preparedness Grant Program

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

Request from the Finance Department for permission to fill a City Clerk Administrative Assistant position

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

Request from the Rock Springs Main Street/URA for temporary street closure of South Main Street and the North Front Street parking strip on June 16, 2018, from 7 a.m. – 5 p.m., for the Rods and Rails Car Show

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

Request from The Hitching Post for a liquor catering permit for the Zanation/Andrews Wedding on April 7, 2018, from 5 p.m. – midnight at the Bunning Freight Station (Green River City Council has approved the transfer of their license)

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

Request from Black Rock, Inc. for a liquor catering permit for the Dusel Wedding on May 26, 2018, from noon to midnight at 543 Broadway

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

Request from the KD Foundation for Sweetwater County Juvenile Diabetics to close S. Main Street on May 12, 2018, from 10 a.m. to 2 p.m. for the Annual Color Rush/Walk-a-Thon

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

Request from Lews, Inc. for a liquor catering permit for the Marsh/Garrison Wedding Reception on August 18, 2018, from 2 p.m. – midnight at the SCM Parish Center

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

Request from Square State Brewing, P.C. for approval of a new microbrewery license for Square State Brewing, to be located at 422 S. Main Street, Rock Springs, WY

Moved by Councilor Armstrong, seconded by Councilor Shalata to approve the request, contingent upon the receipt of the federal basic permit and a certificate of occupancy. Motion carried unanimously.

RESOLUTIONS

Resolution 2018-48 A RESOLUTION ACCEPTING AND APPROVING A PROPOSAL FROM MCGEE, HEARNE & PAIZ, LLP, CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS, TO AUDIT THE FINANCIAL RECORDS OF THE CITY OF ROCK SPRINGS FOR THE FISCAL YEAR ENDING JUNE 30, 2018, 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 AND CONFIRM SAID PROPOSAL ON BEHALF OF THE CITY, was read by title.

Moved by Councilor Mosbey, seconded by Councilor Wendorf to approve Resolution 2018-48. Upon roll call the following voted in favor: Councilors Savage, Mosbey, Shalata, Halter, Wendorf, Armstrong, and Mayor Demshar. Motion carried unanimously.

Resolution 2018-49 A RESOLUTION TO VACATE AND TRANSFER BY QUITCLAIM DEED A PARCEL OF LAND LOCATED IN THE HILLSIDE ADDITION TO THE CITY OF ROCK SPRINGS, SWEETWATER COUNTY, WYOMING, was read by title.

Moved by Councilor Wendorf, seconded by Councilor Halter to approve Resolution 2018-49. Upon roll call the following voted in favor: Councilors Savage, Mosbey, Shalata, Halter, Wendorf, Armstrong, and Mayor Demshar. Motion carried unanimously.

Resolution 2018-50 A RESOLUTION ACCEPTING AND APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ROCK SPRINGS, WYOMING, AND THE LAYOS & LAYOS LIMITED PARTNERSHIP, 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 MEMORANDUM OF UNDERSTANDING ON BEHALF OF SAID CITY, was read by title.

Moved by Councilor Savage, seconded by Councilor Mosbey to approve Resolution 2018-50. Upon roll call the following voted in favor: Councilors Savage, Mosbey, Shalata, Halter, Wendorf, Armstrong, and Mayor Demshar. Motion carried unanimously.

Resolution 2018-51 A RESOLUTION ACCEPTING AND APPROVING A CONTRACT WITH FREMONT MOTORS, ROCK SPRINGS, WYOMING, IN THE AMOUNT OF \$44,476.00, AND AUTHORIZING CARL R. DEMSHAR, JR., AS MAYOR, AND MATTHEW MCBURNETT, AS CITY CLERK, TO EXECUTE SAID CONTRACT ON BEHALF OF THE CITY OF ROCK SPRINGS, was read by title.

Moved by Councilor Halter, seconded by Councilor Wendorf to approve Resolution 2018-51. Upon roll call the following voted in favor: Councilors Savage, Mosbey, Shalata, Halter, Wendorf, Armstrong, and Mayor Demshar. Motion carried unanimously.

Resolution 2018-52 A RESOLUTION ACCEPTING AND APPROVING A BALLFIELD CONCESSION STAND AGREEMENT WITH LINDA HERBIN, DBA JERRY'S CONCESSION, 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 AGREEMENT ON BEHALF OF THE CITY, was read by title.

Moved by Councilor Halter, seconded by Councilor Mosbey to approve Resolution 2018-52. Upon roll call the following voted in favor: Councilors Savage, Mosbey, Shalata, Halter, Wendorf, Armstrong, and Mayor Demshar. Motion carried unanimously.

Resolution 2018-53 A RESOLUTION ACCEPTING AND APPROVING A CONCESSION STAND RENTAL AGREEMENT WITH THE ROCK SPRINGS LITTLE LEAGUE BASEBALL, 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, was read by title.

Moved by Councilor Wendorf, seconded by Councilor Savage to approve Resolution 2018-53. Upon roll call the following voted in favor: Councilors Savage, Mosbey, Shalata, Halter, Wendorf, Armstrong, and Mayor Demshar. Motion carried unanimously.

ORDINANCES

Ordinance 2018-04 AN ORDINANCE AMENDING SECTION 1-604(c) OF THE ORDINANCE 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, was read by title on second reading.

Mayor Demshar stated that the governing body has not had time to evaluate all the concerns from the workshop last week. Therefore, any proposed amendments to the ordinance will take place at third reading.

Ordinance 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," was read by title on second reading.

Ordinance 2018-06 AN ORDINANCE AMENDING ARTICLE 13-8 OF THE ORDINANCES OF THE CITY OF ROCK SPRINGS, WYOMING, ENTITLED "ZONE DISTRICT REGULATIONS," was read by title on first reading.

Ordinance 2018-07 AN ORDINANCE AMENDING ARTICLE 13-8 OF THE ORDINANCES OF THE CITY OF ROCK SPRINGS, WYOMING, ENTITLED "ZONE DISTRICT REGULATIONS," was read by title on first reading.

ADJOURNMENT

There being no further business, the meeting adjourned at 8:11 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 April 4, 2018. Mayor Carl Demshar called the meeting to order at 5:30 p.m. Members present included Councilors Rose Mosbey, Jason Armstrong, David Halter, Tim Savage, David Tate, and Billy Shalata. Councilors Rob Zotti and Glennise Wendorf were absent from the meeting. Department heads present included Jim Wamsley, Steve Horton, Kara Beech, Dwane Pacheco, and Richard Beckwith. The negotiating team members from I.A.F.F. Local #1499 were present: Dominic Erramouspe, Seth Lancaster, and Luke Geffre. The pledge of allegiance was recited.

OLD 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 this meeting is a continuance of negotiations for a collective labor agreement.

Dom Erramouspe stated that he received information today from Kara Beech regarding the health insurance deductibles, but has not had a chance yet to digest it. A short caucus would allow them to do this. He also asked for clarification on Proposal #1. They were requesting latitude to go through the contract and consolidate the contract with the amendment made pertaining to the 48/96 schedule. City Attorney, Richard Beckwith stated that while the amendment was already a part of the contract, all changes should be presented for approval by the governing body.

Proposal #8 regarding certification pay was tabled at the last meeting. Councilor Shalata stated that the city is paying for fire certifications that are a requirement of the job. He also stated that the certification pay for EMS was fairly low and he would be amenable to raising that flat amount. Dom Erramouspe stated that in the wage study a general statement was made stating that certification pay should be consistent with market forces. A percentage of the top firefighter pay would ensure this.

Dom Erramouspe stated that while the governing body rejected Proposal #7 which would have increased the accrued compensatory time limit from 240 hours to 480 hours, the average of the department is about 77 hours of comp time. He asked the council to reconsider as the benefit would not be enjoyed by all, just some.

At 5:53 p.m. the parties broke for caucus and resumed the meeting at 6:20 p.m.

Mayor Demshar stated that the governing body is going to stand with their rejection of Proposal #7.

Dom Erramouspe addressed the City's Proposal #2 regarding insurance deductibles. He stated that they would be amenable to add wording to the contract stating that if it was the recommendation of the health insurance committee to change deductibles, negotiations would be opened with the I.A.F.F. to address this. They are interested in working for the better good of all the employees and the city.

Dom Erramouspe directed discussion back to Proposal #8 regarding certification pay. He proposed that the firefighter and EMT certifications all be converted from a flat rate to a percentage of the top firefighter pay.

Mayor Demshar stated that the governing body proposes leaving the firefighter certification pay as is, and the EMT basic as is, but converting the EMT ALS pay to 1.55% and the Paramedic pay to 2.44%. Dom Erramouspe stated that this was a fair counter proposal that they could take back to the membership.

Proposal #9 regarding wages was then discussed. Dom Erramouspe stated that they appreciated the offer of a bonus but would prefer the COLA and a lateral move. Mayor Demshar stated that the governing body is proceeding very cautiously with the budget this year. He countered the offer with a \$1,200 bonus for year one and discussion of percentages for year two of the contract.

The parties broke for caucus at 6:53 p.m. and resumed the meeting at 7:13 p.m.

Dom Erramouspe stated that the wage study recommended progression through the ranges as fairly automatic. He countered the city's proposal with a 1.5% COLA and 3% lateral move for year one and then meet in 12 months to discuss the wages for year two. If the city agreed to this they would withdraw Proposal #7.

Mayor Demshar stated that given the economic situation today, the COLA is what matters. He stated that revenues are not as good as they thought and sales and use tax revenue has fallen 39% in the past two months. It is difficult to justify a 4.5% increase when cuts have been made to the budget and staff decreased by attrition. Councilor Shalata stated that in the period of 2006 through 2016 employees' salaries increased 56.80%. He stated that it is in the contract already that a firefighter will automatically go to the top of the range when they have been with the city seven years.

There was more discussion regarding the wage study, ranges, and current salaries. Councilor Armstrong stated that it comes down to what the city can afford. Councilor Savage encouraged the firefighters to agree to the proposal, especially if they are confident that the economy is improving. The City is just not ready to go there yet with the recent turn in revenues.

At 7:38 p.m. the parties broke for caucus and resumed the meeting at 7:54 p.m.

Mayor Demshar stated that the city would be willing to counter with a \$1,500 bonus for year one and reopen negotiations for year two wages. Dom Erramouspe stated that they would need to take this back to the membership for discussion.

The next meeting for negotiations was set for April 10, 2018, at 5:30 p.m.

ADJOURNMENT

There being no further business, the meeting adjourned at 8:03 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 April 10, 2018. Mayor Carl Demshar called the meeting to order at 5:32 p.m. Members present included Councilors Rose Mosbey, Jason Armstrong, David Halter, Tim Savage, David Tate, and Billy Shalata. Councilors Rob Zotti and Glennise Wendorf were absent from the meeting. Department heads present included Jim Wamsley, Matt McBurnett, Steve Horton, Kara Beech, Dwane Pacheco, Paul Kauchich, and Richard Beckwith. The negotiating team members from I.A.F.F. Local #1499 were present: Dominic Erramouspe, Steven Kourbelas, Seth Lancaster, and Luke Geffre. The pledge of allegiance was recited.

OLD 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 this meeting is a continuance of negotiations for a collective labor agreement.

Dom Erramouspe stated that the membership has discussed the wage proposal. While they recognize the financial uncertainty of the City, they would like to counter the City's offer for Proposal #9, which was a \$1,500 bonus for year one and discussion of percentages for year two of the contract. The countered offer consisted of a 1% COLA and a 3% lateral movement, of which only half of the firefighters would qualify for. Dominic Erramouspe stated that as part of their counter offer, they will withdraw Proposal #7. Councilor Armstrong referred to Proposal #8, asking if the membership had discussed it yet. Dominic Erramouspe clarified that he plans to take it back to the membership as part of the final contract. He stated that they do not have a line item veto, therefore, the contract must be ratified in its entirety. Dominic Erramouspe informed the governing body that a rejection would not necessarily mean the whole contract is unacceptable. He would like to make sure it is where it needs to be before it is presented for ratification to the membership.

At 5:38 p.m. the parties broke for caucus and resumed the meeting at 5:51 p.m.

Mayor Demshar stated that the governing body is providing a counter offer of 1% COLA and a 1.5% lateral movement.

At 5:53 p.m. the parties broke for caucus and resumed the meeting at 6:03 p.m.

Dom Erramouspe thanked the governing body for the counter offer, and conditionally accepted with one stipulation – that the language for a possible 3% lateral movement be memorialized into the contract for possible future use. He suggested adding language stating that the 3% lateral movement is disqualified at this point in time due to the financial situation of the City. Mayor Demshar reiterated that although language regarding the 3% lateral movement would remain in the contract according to their stipulation, that at this time, there will only be a 1.5% lateral movement. Dom Erramouspe confirmed. Councilor Shalata read through this section of the contract and reiterated that the 3% lateral movement language would remain for future negotiations, but a 1.5% lateral movement would be awarded now. Dom Erramouspe confirmed and stated that the next paragraph should be amended as well to include language stating that the revenues available are not sufficient to award a 3% lateral movement and that it is agreed that this will be revisited in 2019. Mayor Demshar and the governing body agreed.

Director of Administrative Services Matthew McBurnett expressed interest in revisiting Proposal #2 regarding insurance deductibles, stating that there is a very short time window, approximately two weeks to get our health insurance plan finalized with Blue Cross Blue Shield of Wyoming. Dom Erramouspe informed the governing body and Matthew McBurnett that the recommendations of the ad hoc health insurance committee formed by the membership will review the proposal again. Matthew McBurnett stressed that there is a very tight time constraint on this particular proposal. He encouraged it be taken out altogether at this point. Dom Erramouspe replied that the union understands time constraints, and there is usually a window of 7-10 days to conduct official union business. They would like to follow that process. Councilor Shalata asked if the window can be shortened to 5 business days for this particular issue to get a

response to Mr. McBurnett. He voiced a concern about having this finalized by April 12 in order to avoid arbitration. Dom Erramouspe agreed.

Mayor Demshar expressed that a tentative agreement had been reached at this point in the meeting.

Dom Erramouspe replied that it would be improper to include health insurance after a tentative agreement had been reached. Matthew McBurnett responded that employees outside of the fire department have expressed interest in a higher deductible plan, to pay less money in health insurance premiums, since they haven't been meeting their deductibles anyway. Mayor Demshar stated that the contract would technically be reopened in 2019, so this issue could be revisited then. Dom Erramouspe stated that although the \$500 deductible is protected in the contract, the membership would be willing to consider changes at the recommendation of the Health Insurance Committee.

Mayor Demshar asked City Attorney Richard Beckwith who will make the changes to the contract at this point? City Attorney Richard Beckwith confirmed that once Dom Erramouspe takes the changes back to the membership and they are ratified, he will work with Dom to memorialize these changes in the contract.

Mayor Demshar asked Dom Erramouspe if this requires a 100% vote and if so, will there be a longer period of time to obtain a full vote if a member is out of town and unable to vote in a reasonable amount of time. Dom confirmed that there are exceptions for delays that will move the process along if someone is gone for a considerable amount of time.

ADJOURNMENT

There being no further business, the meeting adjourned at 6:22 p.m.

By: _____
Council President

ATTEST:

City Clerk

Mayor



City Council Agenda

Bid Openings

A. CALL FOR BIDS:

CALL FOR BIDS:

Notice is hereby given that the City of Rock Springs, Wyoming, does hereby call for bids for a general contract to consist of:

Furnishing materials, equipment and labor the 2018 Crack Seal Project

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

Sealed bids will be received until **5:00 pm on Tuesday, the April 17, 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 **7:00 pm on the 17th day of April, 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.

In accordance with Section 16-6-105, Wyoming Statutes, 1977 Rep. Ed., the contract shall be let to the most responsible resident bidder making the lowest bid if such resident's bid is not more than five percent (5%) higher than that of the lowest most responsible non-resident bidder.

All bids shall be marked on the exterior:

BID: 2018 Crack Seal Project

CONTRACTOR: _____
(NAME & ADDRESS)

The City Council shall have the power to reject any and all bids or waive any informality in same. No bidder shall 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: April 4th and 12th, 2018

A. CALL FOR BID

Notice is hereby given that the City of Rock Springs, Wyoming, does hereby call for bids for a general contract to consist of:

Concrete infrastructure including but not limited to, ADA work, sidewalk, curb and gutter, removal and replacement for the 2018 CONCRETE REPLACEMENT PHASE II Program.

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 **5:00 pm on Tuesday, April 17th, 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 **7:00 pm on Tuesday, April 17th, 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.

In accordance with Section 16-6-105, Wyoming Statutes, 1977 Rep. Ed., the contract shall be let to the most responsible resident bidder making the lowest bid if such resident's bid is not more than five percent (5%) higher than that of the lowest most responsible non-resident bidder.

All bids shall be marked on the exterior:

BID: 2018 CONCRETE REPLACEMENT PHASE II

CONTRACTOR: _____
Name

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, Jr.; Mayor.

PUBLISH: April 4th and 12th, 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: April 17, 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:

BOARD OF ADJUSTMENT

Reappointment: Pam Schumacher – 1st Term (Unexpired Term Expires on May 19, 2018)

Reappointment: Kandi Pendleton – 2nd Term (1st Term Expires on May 19, 2018)

COMMUNITIES PROTECTING THE GREEN RIVER

Appointment: Bryan Seppie – Filling Vacancy Created by Fred Ostler (No Set Term Lengths)

PLANNING & ZONING COMMISSION

Appointment: Dan Kennedy – Filling Unexpired Term for Mark Erickson (Term Expires on March 5, 2019)



City Council Agenda

Presentations and Proclamations



City Council Agenda

Petitions



City Council Agenda

Officer and Staff Reports

[illegible]

Health Insurance Claims
For the Period March 1, 2018 through February 28, 2019

Date	Institutional	Professional	Dental	Vision	Drug	Rx Wyo Rebate	Total
3/7/2018	13,288.52	14,826.31	6,070.56	645.00	6,093.57		40,923.96
3/14/2018	11,851.35	10,429.41	2,272.40	375.00	1,439.52		26,367.68
3/21/2018	11,068.18	-43.00	2,669.60	0.00	-35.57		13,659.21
3/28/2018	998.63	0.00	3,687.31	0.00	0.00	-25,788.33	-21,102.39
4/4/2018							0.00
4/11/2018							0.00
4/18/2018							0.00
4/25/2018							0.00
5/2/2018							0.00
5/9/2018							0.00
5/16/2018							0.00
5/23/2018							0.00
5/30/2018							0.00
6/6/2018							0.00
6/13/2018							0.00
6/20/2018							0.00
6/27/2018							0.00
7/4/2018							0.00
7/11/2018							0.00
7/18/2018							0.00
7/25/2018							0.00
8/1/2018							0.00
8/8/2018							0.00
8/15/2018							0.00
8/22/2018							0.00
8/29/2018							0.00
9/5/2018							0.00
9/12/2018							0.00
9/19/2018							0.00
9/26/2018							0.00
10/3/2018							0.00
10/10/2018							0.00
10/17/2018							0.00
10/24/2018							0.00
10/31/2018							0.00
11/7/2018							0.00
11/14/2018							0.00
11/21/2018							0.00
11/28/2018							0.00
12/5/2018							0.00
12/12/2018							0.00
12/19/2018							0.00
12/26/2018							0.00
1/2/2019							0.00
1/9/2019							0.00
1/16/2019							0.00
1/23/2019							0.00
1/30/2019							0.00
2/6/2019							0.00
2/13/2019							0.00
2/20/2019							0.00
2/27/2019							0.00
Total	37,206.68	25,212.72	14,699.87	1,020.00	7,497.52	-25,788.33	59,848.46

9:17 PM
04/04/18
Accrual Basis

Rock Springs Renewal Fund
Balance Sheet
As of February 28, 2018

	Feb 28, 18
ASSETS	
Current Assets	
Checking/Savings	
Bank - Petty Cash	500.00
BnB - RMB	7,669.89
RSRF - Commerce Bank	5,354.93
RSRF - RSNB	10,768.25
Theater - 1st Bank	3,319.54
Total Checking/Savings	27,612.61
Total Current Assets	27,612.61
Fixed Assets	
Accumulated Depreciation	-171.00
Building Improvements	17,775.00
Total Fixed Assets	17,604.00
TOTAL ASSETS	45,216.61
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Rental Assistance Grants - Paya	1,275.00
Total Other Current Liabilities	1,275.00
Total Current Liabilities	1,275.00
Total Liabilities	1,275.00
Equity	
Unrestricted Net Assets	52,102.85
Net Income	-8,161.24
Total Equity	43,941.61
TOTAL LIABILITIES & EQUITY	45,216.61

9:19 PM
04/04/18
Accrual Basis

Rock Springs Renewal Fund

Profit & Loss YTD Comparison

February 2018

	Feb 18	Jan - Feb 18
Ordinary Income/Expense		
Income		
Donations	3,548.65	4,113.65
Fundraising Income	0.00	334.23
Grants	4,749.00	4,749.00
Other Income	2,666.88	2,823.38
Theater Income	875.00	2,140.00
Venue Deposit/Reimbursement	-218.00	-1,418.00
Total Income	11,621.53	12,742.26
Expense		
Advertising	457.65	823.50
Contract Service	0.00	600.00
Dues & Subscriptions	0.00	225.00
Fundraising Expense	6,126.21	6,540.29
Office	0.00	141.40
Printing and Copying	63.23	268.23
Supplies	0.00	22.26
Taxes & Licenses	188.36	465.62
Theater Expenses	691.50	4,460.45
Travel & Entertainment	4,000.00	4,000.00
Total Expense	11,526.95	17,546.75
Net Ordinary Income	94.58	-4,804.49
Other Income/Expense		
Other Income		
Interest Income	1.51	3.30
Total Other Income	1.51	3.30
Other Expense		
Facade Grants	3,360.05	3,360.05
Total Other Expense	3,360.05	3,360.05
Net Other Income	-3,358.54	-3,356.75
Net Income	-3,263.96	-8,161.24



City Council Agenda

Council Committee and Board Reports



Meeting Minutes

Committee	Main Street Board
Date	March 12, 2018
Time	5:00 p.m.
Board President	Maria Mortensen
Meeting Attendees	Chad Banks, Kevin Harper, Maria Mortensen, Devin Brubaker, Sue Lozier. Stacy came at 5:15pm.

Today's Agenda

Topics	
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Call to Order: Meeting was called to order by Maria Mortensen at 5:07pm.

Roll Call- Chad Banks, Kevin Harper, Maria Mortensen, Devin Brubaker, Sue Lozier. Stacy came at 5:15pm
Absent was Gloria Hutton and Eric Phillips

Approve Minutes: Kevin Harper moved for approval, Sue Lozier Second, Passed unanimously.

Guests - N/A

Committee Reports

Arts and Culture

ARTini – August 24 in Bank Court with Bunning Hall reserved for inclement weather-With having in Bank Court we need to take care of the tables after the event. We are partnering with the Concert Association and they might be able to have the key club help with loading the tables. The association has not really been helpful with this event.

Blues n' Brews – Aug 11-Sent out stuff to the brewers. Going good, RMB title sponsor, Save the date has been sent out. Will have wrist banks with sample tags, and can buy additional samples. Chad talked to Dave Jensen and suggested to cut the acts in half (\$1000 to \$5000) and have the bands play twice. Order new glasses and have changed them up.

Murals - Waiting for the GAMSAs awards and then send out for artist. Applied for a \$2000 Grant from Wyoming Arts Council.

Art Underground - Art pieces have been taken down and the painting will begin on Wednesday March 14th. City crew will be painting. Art pieces are due back April 6th? And put them up right after with a Ribbon cutting on around the 24th.

Business Development

Downtown 1st Awards – 4/11-5:30 pm at the Theater- Application are due on Friday the 16th. Been getting them back in the mail. Meet on the 19th at 9am to review the applications. Board Member to bring 2 bottles of Wine, Please. Getting prices on catering. The video of the GAMSAs awards will be shown.

Women's Business Month - October- Recognize Women owned business. Add a category for the Downtown 1st Awards for this.

Community Garden and 5th Street- Both will be done in the next month or two. Debernardi is doing the community garden.

Caboose - Needs fixing up, There is no housing accommodations downtown, consider turning the caboose into an Air B&B, require a lot of work, utilities, remodel inside, 2 bedrooms, 2 restrooms, maybe a fridge and microwave.

Dining Decks - On agenda for P&Z on April 11th - Goes before City Council on April 17th, May 1st & May 15th. Should be approved by May 16th and in place for Memorial Day. Lease the front parking spaces in front of restaurant for a patio/dining deck. The charge for the lease has not been established, Park City charges around \$1500 for the season. Consider offering other restaurant/bars in the future. We could offer this as a façade grant in the future. Ask if we can keep the money from the lease.

Promotions

Rods and Rails - June 16- Met with Chrystal Martin and haven't heard from VIRS/Hospice. Both groups interested in taking over. The hope was to mirror us this year and they take over next year. We have asked for a Plan of Action from both of them. Waiting on both groups. B17 will be at the Airport June 11th thru the 18th and will be doing fly overs. We can promote each other.

Staycation Passport - Working with the Museum- SLC has a tax called 'ZAP' (Zoo's, Arts, and Parks) that helps funds them. If you go with the Passport you get discounts, visit 5 or more there is a big bash at end of season. Ours would be to Museum, CFAC, Parks and Recs, Concerts, Farmers markets, etc.
Restaurant week – April 4-12 (12-22)? - Restaurants offering specials. Push sales this week for downtown restaurants.
Bar Crawl - Liability with this? Talked about a haunted Bar Crawl.
Murder Mystery Fundraiser -To replace Hats and Horses. October 6 at Bunning Hall- Paula Wonnacott - Tracy Sepiella(?) Criminal Justice professor from the college will be helping with it. WWII theme, \$35 each with corporate tables, can also buy the clues, Alice Paul will help with decorating.
Broadway Theater Update - Doing well. Liquor \$1700 and college was \$1300. Have another fridge that will help. Dinner and a Movie, next year try Brew with a View? Brew and a movie? Next year we will be able to start at 7pm instead of 6. The Theater Board is writing a letter to the owners of the Movie Theater over the Contract to negotiate new terms. It will go out this week.
Rock Springs Historical Museum - Hiring a new person. Staffed up to 3 people. Children's Exhibit-185 visitors on Saturday.
GAMSA - March 23-28 th . Awards will be on the 26 th . Have Clings for Downtown Merchants. Maria will help distribute the clings. Ideas for raising money from the award. Have a spokesperson for helping with raising the money, Bernadine Craft is a candidate.
Board Evaluations - Wyoming Main street has us do this. Chad has samples for us to pick from and will bring to next meeting.
Adjourn Public Meeting: Adjourned meeting at 5:55pm
Call RSRF Meeting to Order: Meeting was called to order at 5:55pm
Approve Minutes
Approve Financials - Kevin Harper moved for approval, Devin Brubaker Second, Passed unanimously.
Bills & Deposits
Social Club Liquor License - Hopefully we could get to a point where we could remodel and make it more functional. Need more patrons for the membership. \$25.00 to join and different levels. Start doing advance seating as a benefit for joining. -Wyoming Outdoor Council- Buy one dinner at regular price receive ½ off the second at equal or lesser value and \$2.00 will be donated to Wyoming Outdoor Council-Do this to help raise money for the URA.
Other Business/Open Forum - Pigeon sterilization Stuff and start doing that. It will be up on the First Security Building. Richard Tally is catching the birds. They are a health hazard. -CTS came and looked at the back and the Air Condition Unit. They said the problem is that the unit is not big enough for the building. Check to see if an HVAC balance report was done when installed. CTS will give us a proposal for fixing this problem. This will go thru the city.
Adjourn RSRF Meeting: Adjourned meeting at 6:08pm
Next Meeting – Monday, April 9



City Council Agenda

Correspondence

MATTHEW H. MEAD
GOVERNOR



2323 Carey Avenue
CHEYENNE, WY 82002

Office of the Governor

March 28, 2018

The Honorable Carl Demshar
Mayor of Rock Springs
212 D Street
Rock Springs, WY 82901

Dear Mayor Demshar,

Congratulations on receiving the National Main Street Center's 2018 Great American Main Street Award. What an accomplishment!

The revitalization of the downtown of a community is no small task. It requires vision. It takes a lot of time and commitment. You have an effective Main Street team from Chad Banks to community leadership to many dedicated citizens. It has been a clear recipe for success.

The National Main Street Center recognition of the historic preservation of the Bunning Freight Station and the Broadway Theater are well deserved. I have visited both and can attest the restoration is award-winning. I also applaud those who worked on the "Home of 56 Nationalities" for recognition of extensive outreach to Hispanic-owned businesses.

A healthy downtown district is an economic engine. Historic preservation, working relationships, a healthy business community and activities that bring people downtown are key to revitalization and economic diversification.

I am proud of Rock Springs. You are one of the reasons Wyoming has a reputation for excellence. Best wishes for continued success.

Sincerely,

A handwritten signature in black ink, appearing to read "Matthew H. Mead", is written over a horizontal line.

Matthew H. Mead
Governor

MHM:dp



City Council Agenda

Bills and Claims

**City of Rock Springs
Open Item Listing**

Run Date: 04/13/2018 User: sandy_mcjunkin

Status: POSTED Due Date: 04/17/2018
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	311141-01/02,311142	118-004111	18-002965	04/17/2018	1	Health Insurance Premiums	113-18-1801-403135	\$ 69,558.44
GRAND TOTAL :							\$	69,558.44

**City of Rock Springs
Open Item Listing**

Run Date: 04/04/2018 User: sandy_mcjunkin

Status: POSTED Due Date: 04/04/2018
Bank Account: RSNB Bank-General Fund Checking
Invoice Type: Standard Invoice 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	19038-04032018	I18-003911	18-002834	04/04/2018	1	Sales tax collections 3/1 - 3/31/2018	110-00-0000-202050 \$	806.05
GRAND TOTAL :							\$	806.05

City of Rock Springs Open Item Listing

Run Date: 04/13/2018 User: sandy_mcjunker

Status: POSTED Due Date: 04/17/2018
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] 84 : ACE HARDWARE	102104-March2018	118-004054	18-002944	04/17/2018	1	Misc. Supplies - City Bldgs	110-11-1104-406120	\$ 11.99
	102104-March2018	118-004054	18-002944	04/17/2018	2	Misc. Supplies - Civic Center	110-14-1404-404310	\$ 213.75
	102104-March2018	118-004054	18-002944	04/17/2018	2	Misc. Supplies - Civic Center	110-14-1404-406120	\$ 63.13
	102104-March2018	118-004054	18-002944	04/17/2018	3	Misc. Supplies - FRC	110-14-1405-406120	\$ 34.45
	102104-March2018	118-004054	18-002944	04/17/2018	4	Misc. Supplies - Golf	110-14-1402-406120	\$ 4.65
	102104-March2018	118-004054	18-002944	04/17/2018	5	Misc. Supplies - Housing	250-35-3502-406120	\$ 105.88
	102104-March2018	118-004054	18-002944	04/17/2018	6	Misc. Supplies - Museum	110-34-3401-404310	\$ 43.98
	102104-March2018	118-004054	18-002944	04/17/2018	7	Misc. Supplies - Parks	110-14-1401-404310	\$ 80.15
	102104-March2018	118-004054	18-002944	04/17/2018	7	Misc. Supplies - Parks	110-14-1401-406120	\$ 105.07
	102104-March2018	118-004054	18-002944	04/17/2018	7	Misc. Supplies - Parks	110-14-1401-406130	\$ 9.99
	102104-March2018	118-004054	18-002944	04/17/2018	8	Misc. Supplies - Police	110-12-1201-406125	\$ 23.42
	102104-March2018	118-004054	18-002944	04/17/2018	9	Misc. Supplies - Streets	110-13-1303-406130	\$ 143.99
	102104-March2018	118-004054	18-002944	04/17/2018	10	Misc. Supplies - WRF	130-16-1601-406120	\$ 229.73
	102104-March2018	118-004054	18-002944	04/17/2018	11	Misc. Supplies - Water Ops	150-33-3302-406120	\$ 98.64
✓ [VENDOR] 24514 : ADIDAS AMERICA, INC.	6175027838	118-003966	18-002615	04/17/2018	1	Adidas clothing and footwear pre book order for re sale.	110-14-1402-406133	\$ 2,957.50
	6175027840/617500289	118-003967	18-002615	04/17/2018	1	Adidas clothing and footwear pre book order for re sale.	110-14-1402-406133	\$ 601.74
	6174998891/917491838	118-003968	18-002615	04/17/2018	1	Adidas clothing and footwear pre book order for re sale.	110-14-1402-406133	\$ 334.38
	6174998892	118-003969	18-002615	04/17/2018	1	Adidas clothing and footwear pre book order for re sale.	110-14-1402-406133	\$ 1,577.00
	6174900064/617487527	118-003970	18-002615	04/17/2018	1	Adidas clothing and footwear pre book order for re sale.	110-14-1402-406133	\$ 2,713.72
	6174887044/617495193	118-003971	18-002615	04/17/2018	1	Adidas clothing and footwear pre book order for re sale.	110-14-1402-406133	\$ 1,281.77
[VENDOR] 23002 : AED SUPERSTORE	900672	118-003913	18-001757	04/17/2018	1	CPR Prompt 100-pk Adult/Child Face Shield/Lung Bags w/Insertion Tool	110-12-1205-406130	\$ 58.80
	881190	118-003914	18-002061	04/17/2018	1	11996-000017 EDGE System Electrodes with QUIK-COMBO Connector and REDI-PAK Preconnect for LIFEPAK Defibrillators by Physio Control	110-12-1205-407410	\$ 155.64
	881190	118-003914	18-002061	04/17/2018	2	8900-0800-01 ZOLL CPR-D Padz. One-Piece Defibrillation and CPR System with Compression, Depth and Rte Sensors. Includes a Rescue Kit supplied with Gloves, Barrier Mask, Scissors, Razor, Wet Wipe and Dry Wipe	110-12-1205-407410	\$ 867.00
	881190	118-003914	18-002061	04/17/2018	3	8000-0807-01 ZOLL AED Plus Batteries, Duracell Brand Type 123 (10 pack)	110-12-1205-407410	\$ 61.47
	881191	118-003915	18-002062	04/17/2018	1	2010000010201 1010-Text ZOLL AED Plus Semi-Automatic Complete Package. Includes: ZOLL AED Plus w/PASS Cover Soft Carry Case One Piece CPR-D Padz Duracell 123 Batteries (10 pack) AED/CPR Responder	110-12-1205-407410	\$ 7,194.00

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
						Pack Operator's Guide Training/IN-Service CD Unit Overview and Set-Up Video AED Check Tag & Window Decal 7 Year Warranty		
✓ [VENDOR] 74 : AIRGAS INTERMOUNTAIN	9500457998	118-004120	18-002967	04/17/2018	1	Argon/Medical Oxygen, Inv. #9952474073	110-12-1205-406130	\$ 14.75
229.74	9500457998	118-004120	18-002967	04/17/2018	1	Argon/Medical Oxygen, Inv. #9952474073	130-16-1601-406130	\$ 14.75
	9500457998	118-004120	18-002967	04/17/2018	2	Nitrogen Tank, Inv. #9800425366	130-16-1601-406120	\$ 100.00
	9500457998	118-004120	18-002967	04/17/2018	3	Argon, Inv. #9952474075	110-13-1303-406130	\$ 31.36
	9500457998	118-004120	18-002967	04/17/2018	4	Tank Rentals-Oxygen/Acetylene, Inv. #9952474074	110-14-1402-406120	\$ 68.90
[VENDOR] 9000.2136 : ALBERT GRESSETTE	7168729	118-004103		04/17/2018	1	UB CR REFUND-97183	170-00-0000-202000	\$ 110.98
✓ [VENDOR] 24448 : ALL WEST COMMUNICATIONS	2533800-April2018	118-003916	18-001429	04/17/2018	1	Tv Bills	110-14-1405-404101	\$ 72.07
262.39	2627700-April2017	118-003917	18-001307	04/17/2018	1	City Hall TV Service	110-11-1101-403220	\$ 31.05
	2316200-April2018	118-004055	18-002919	04/17/2018	1	cable bill April	110-14-1402-404101	\$ 87.26
	2534100-April2018	118-004056	18-002258	04/17/2018	1	Monthly Cable Service	110-14-1404-404101	\$ 72.01
✓ [VENDOR] 23520 : ALPINE PURE BOTTLED WATER	98968	118-003972	18-002912	04/17/2018	1	Warm/Cold Cooler rental/3-gallon bottled water, Inv. 98968	110-11-1102-406001	\$ 27.00
74.00	99020	118-003973	18-002897	04/17/2018	1	Water and cooler rent	130-16-1601-406130	\$ 47.00
✓ [VENDOR] 3526 : ALSCO-AMERICAN LINEN	025830-March2018	118-004057	18-002954	04/17/2018	1	City Buildings	110-11-1104-404600	\$ 277.44
2105.21	025830-March2018	118-004057	18-002954	04/17/2018	2	Police Dept.	110-12-1201-406130	\$ 218.42
	025830-March2018	118-004057	18-002954	04/17/2018	3	Animal Control	110-12-1202-406130	\$ 55.44
	025830-March2018	118-004057	18-002954	04/17/2018	4	Fire Department	110-14-1405-404600	\$ 55.14
	025830-March2018	118-004057	18-002954	04/17/2018	5	Streets	110-13-1303-404600	\$ 329.28
	025830-March2018	118-004057	18-002954	04/17/2018	6	Shop	110-19-1903-404600	\$ 368.05
	025830-March2018	118-004057	18-002954	04/17/2018	7	Cemetery	110-13-1304-404600	\$ 97.60
	025830-March2018	118-004057	18-002954	04/17/2018	8	Golf Course	110-14-1402-404600	\$ 48.32
	025830-March2018	118-004057	18-002954	04/17/2018	9	WWTP	130-16-1601-404600	\$ 481.22
	025830-March2018	118-004057	18-002954	04/17/2018	10	Water Operations	150-33-3302-404600	\$ 123.90
	025830-March2018	118-004057	18-002954	04/17/2018	11	Civic Center	110-14-1404-404600	\$ 50.40
[VENDOR] 9000.2141 : ALTI SOURCE	7188019	118-004108		04/17/2018	1	UB CR REFUND-98257	170-00-0000-202000	\$ 209.43
✓ [VENDOR] 23164 : AMERICAN RED CROSS-HEALTH & SAFETY	22091749	118-003974	18-002810	04/17/2018	1	Adult & Pediatric CPR/AED certification for Aaron Allred, Isaiah Attebury, Deb Ervin, Kyle Shuler, Charles Webb & Grant Yaklich.	110-14-1402-406130	\$ 120.00
✓ [VENDOR] 24151 : AMERIGAS	202752125-March2018	118-004058	18-002911	04/17/2018	1	Propane, Inv. #628843113	110-13-1303-406203	\$ 28.26
252.58	202752125-March2018	118-004058	18-002911	04/17/2018	2	Propane, Inv. #629858280	110-14-1405-406120	\$ 47.10
	202752125-March2018	118-004058	18-002911	04/17/2018	3	Propane, Inv. #630182677	110-14-1405-406120	\$ 48.85
	202752125-March2018	118-004058	18-002911	04/17/2018	4	Propane, Inv. #629574209	110-14-1405-406130	\$ 106.04
	202752125-March2018	118-004058	18-002911	04/17/2018	5	Propane, Inv. #629241971	110-14-1405-406120	\$ 22.33
✓ [VENDOR] 22934 : APPLEBEE'S NEIGHBORHOOD GRILL & BAR	04112018	118-003975	18-002909	04/17/2018	1	Gift Cards for Compliance Buys	110-12-1201-406130	\$ 200.00
✓ [VENDOR] 20301 : AUTO PARTS UNLIMITED	1890-March2017	118-004059	18-002942	04/17/2018	1	Equipment Parts/Supplies - Cemetery	110-13-1304-406120	\$ 89.88
1726.48	1890-March2017	118-004059	18-002942	04/17/2018	2	Equipment Parts/Supplies - Civic	110-14-1404-406120	\$ 3.99

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
	1890-March2017	118-004059	18-002942	04/17/2018	3	Equipment Parts/Supplies - Fire	110-12-1205-406120	\$ 31.84
	1890-March2017	118-004059	18-002942	04/17/2018	4	Equipment Parts/Supplies - Housing	250-35-3502-406120	\$ 15.38
	1890-March2017	118-004059	18-002942	04/17/2018	5	Equipment Parts/Supplies - Parks	110-14-1401-406120	\$ 133.30
	1890-March2017	118-004059	18-002942	04/17/2018	6	Equipment Parts/Supplies - Police	110-12-1201-406125	\$ 272.77
	1890-March2017	118-004059	18-002942	04/17/2018	7	Equipment Parts/Supplies - Streets	110-13-1303-406120	\$ 545.14
	1890-March2017	118-004059	18-002942	04/17/2018	8	Equipment Parts/Supplies - Star Transit	110-19-1903-406123	\$ 484.93
	1890-March2017	118-004059	18-002942	04/17/2018	9	Equipment Parts/Supplies - WRF	130-16-1601-406120	\$ 42.54
	1890-March2017	118-004059	18-002942	04/17/2018	10	Equipment Parts/Supplies - Water Ops	150-33-3302-406120	\$ 106.71
✓ [VENDOR] 20708 : AUTOZONE	322755-March2018	118-004060	18-002947	04/17/2018	1	Fire Dept. parts	110-12-1205-406120	\$ 15.99
	322755-March2018	118-004060	18-002947	04/17/2018	2	Parks Dept. parts	110-14-1401-406120	\$ 30.99
	322755-March2018	118-004060	18-002947	04/17/2018	3	RSPD parts	110-12-1201-406125	\$ 573.94
	322755-March2018	118-004060	18-002947	04/17/2018	4	Street Dept. parts	110-13-1303-406120	\$ 4.58
	322755-March2018	118-004060	18-002947	04/17/2018	5	Vehicle Maint./Star Transit parts	110-19-1903-406123	\$ 355.98
	322755-March2018	118-004060	18-002947	04/17/2018	6	Water Ops. parts	150-33-3302-406120	\$ 48.88
✓ [VENDOR] 24461 : BAXTER'S FRAME WORKS & BADGE FRAME, INC.	30475	118-003976	18-002758	04/17/2018	1	K9 Legacy Plaque	110-12-1201-406130	\$ 425.00
	30475	118-003976	18-002758	04/17/2018	2	Shipping	110-12-1201-406101	\$ 94.88
✓ [VENDOR] 24426 : BEST PRACTICE CONSULTING, LLC	rks-106	118-003977	18-000909	04/17/2018	1	Consulting Services	110-11-1103-403310	\$ 700.00
✓ [VENDOR] 332 : BLOEDORN LUMBER COMPANY-RS	187766-March2018	118-003918	18-002813	04/17/2018	1	Concrete, Inv. #41642160, 4160736 Pallet Credit, #312699	130-16-1601-406120	\$ 284.38
	187766-March2018	118-003918	18-002813	04/17/2018	2	Ice Water Shield, Inv. #41635330	110-14-1401-404310	\$ 114.54
	187766-March2018	118-003918	18-002813	04/17/2018	3	Ice Water Shield/Roof Sealant, Inv. #4158905	110-14-1401-404310	\$ 65.34
[VENDOR] 9000.2138 : BRENDA BAKER	7168731	118-004105		04/17/2018	1	UB CR REFUND-97165	170-00-0000-202000	\$ 234.07
✓ [VENDOR] 20457 : BROWN BEAR CORPORATION	4527	118-003978	18-002865	04/17/2018	1	Actuator	130-16-1601-406120	\$ 785.21
✓ [VENDOR] 22323 : BUSHNELL INC.	859845/CREDIT	118-003979	18-002616	04/17/2018	1	Bushnell booking Order for profit	110-14-1402-406133	\$ 1,285.41
✓ [VENDOR] 22384 : C.E.M. AQUATICS	126223	118-003919	18-002432	04/17/2018	1	pulsar tablets	110-14-1405-406120	\$ 2,483.80
	126223	118-003919	18-002432	04/17/2018	2	shipping	110-14-1405-406120	\$ 290.73
✓ [VENDOR] 24306 : CAFE RIO MEXICAN GRILL	04112018	118-003980	18-002910	04/17/2018	1	Gift Cards for Compliance Buys	110-12-1201-406130	\$ 200.00
✓ [VENDOR] 21598 : CALLAWAY GOLF	928892919/928607036/	118-003920	18-002621	04/17/2018	1	Callaway golf equipment PRe book	110-14-1402-406133	\$ 1,104.96
	928938402/928938403	118-003981	18-002621	04/17/2018	1	Callaway golf equipment PRe book	110-14-1402-406133	\$ 401.67
	928947137/928947181	118-003982	18-002621	04/17/2018	1	Callaway golf equipment PRe book	110-14-1402-406133	\$ 1,396.56
	928947182/928957220	118-003983	18-002621	04/17/2018	1	Callaway golf equipment PRe book	110-14-1402-406133	\$ 3,882.15
	928957221	118-003984	18-002621	04/17/2018	1	Callaway golf equipment PRe book	110-14-1402-406133	\$ 391.90
✓ [VENDOR] 23651 : CASTLE CLEANING	6667	118-003921	18-002195	04/17/2018	1	Cleaning services	110-11-1104-404310	\$ 1,900.00
	6685	118-004061	18-002931	04/17/2018	1	URA March Office Cleaning	110-11-1106-404310	\$ 150.00
✓ [VENDOR] 21101 : CDW GOVERNMENT	MDC9692	118-003922	18-002673	04/17/2018	1	HP LaserJet Pro 500 M570dn	150-33-3302-407415	\$ 710.00
	MF5145/MFW9206	118-003985	18-002703	04/17/2018	1	Heather's Cyan Toner	110-12-1201-406001	\$ 161.09

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
	MFM5145/MFW9206	I18-003985	18-002703	04/17/2018	2	Detectives' Magenta toner	110-12-1201-406001	\$ 194.96
	MFM5145/MFW9206	I18-003985	18-002703	04/17/2018	3	Detectives' Black Toner	110-12-1201-406001	\$ 145.63
	MFM5145/MFW9206	I18-003985	18-002703	04/17/2018	4	Pencils	110-12-1201-406001	\$ 1.42
✓ [VENDOR] 23060 : CENTURYLINK	3073820007andothr	I18-004115	18-002960	04/17/2018	1	City Buildings	110-11-1104-405301	\$ 63.48
	3073820007andothr	I18-004115	18-002960	04/17/2018	2	Police Department	110-12-1201-405301	\$ 654.80
	3073820007andothr	I18-004115	18-002960	04/17/2018	3	Fire Department	110-12-1205-405301	\$ 388.95
	3073820007andothr	I18-004115	18-002960	04/17/2018	4	Streets	110-13-1303-405301	\$ 65.54
	3073820007andothr	I18-004115	18-002960	04/17/2018	5	Cemetery	110-13-1304-405301	\$ 38.88
	3073820007andothr	I18-004115	18-002960	04/17/2018	6	WWTP	130-16-1601-405301	\$ 85.53
	3073820007andothr	I18-004115	18-002960	04/17/2018	7	Water Operations	150-33-3302-405301	\$ 203.52
	3073820007andothr	I18-004115	18-002960	04/17/2018	8	URA	110-11-1106-405301	\$ 150.06
✓ [VENDOR] 19122 : CERTIFIED LABORATORIES	3067900	I18-003986	18-002880	04/17/2018	1	Premalube Elite Rec 00, 35 LB, Poly	110-13-1303-406203	\$ 560.00
✓ [VENDOR] 23452 : CITY AUTO DBA CARQUEST	1627441-March2018	I18-004062	18-002950	04/17/2018	1	Cemetery auto parts	110-13-1304-406120	\$ 116.20
	1627441-March2018	I18-004062	18-002950	04/17/2018	2	Golf course auto parts	110-14-1402-406120	\$ 358.16
	1627441-March2018	I18-004062	18-002950	04/17/2018	3	Parks Dept auto parts	110-14-1401-406120	\$ 204.25
	1627441-March2018	I18-004062	18-002950	04/17/2018	4	RSPD auto parts	110-12-1201-406125	\$ 56.18
	1627441-March2018	I18-004062	18-002950	04/17/2018	5	Street Dept auto parts	110-13-1303-406120	\$ 4.74
	1627441-March2018	I18-004062	18-002950	04/17/2018	6	Vehicle Maint./Star Transit auto parts	110-19-1903-406120	\$ 5.17
	1627441-March2018	I18-004062	18-002950	04/17/2018	6	Vehicle Maint./Star Transit auto parts	110-19-1903-406123	\$ 35.50
	1627441-March2018	I18-004062	18-002950	04/17/2018	7	WRF auto parts	130-16-1601-406120	\$ 57.11
	1627441-March2018	I18-004062	18-002950	04/17/2018	8	Water Ops auto parts	150-33-3302-406120	\$ 251.69
✓ [VENDOR] 22148 : CJ SIGNS	39536	I18-004063	18-002798	04/17/2018	1	Easter Overlay Inv. #39536	110-14-1404-406120	\$ 30.00
✓ [VENDOR] 22467 : CODALE ELECTRIC SUPPLY INC	S6311727.001	I18-003923	18-002690	04/17/2018	1	T-5 lamps	110-14-1405-406120	\$ 155.00
✓ [VENDOR] 45 : COPIER & SUPPLY CO. INC. OF RS	AR17327	I18-003987	18-002550	04/17/2018	1	Savin Fax Option Type M12	110-11-1105-406001	\$ 625.00
	AR17409	I18-003988	18-000341	04/17/2018	1	1 year of Copier Service	110-13-1301-404301	\$ 15.94
	AR17403	I18-003989	18-002898	04/17/2018	1	Monthly Copies	250-35-3501-406001	\$ 10.40
	AR17274	I18-004064	18-002952	04/17/2018	1	Contract Base Charge Contract Invoice #AR17274	110-14-1404-404301	\$ 1,154.00
	ar-17380	I18-004112	18-002966	04/17/2018	1	Maintenance Savin C6055	110-11-1103-404301	\$ 141.81
✓ [VENDOR] 23389 : COZAD Richard	04022018	I18-003924	18-002812	04/17/2018	1	Reimbursement for Food/Water Purchased for Responders at Fire/Hazmat Call-out, Gateway Blvd.	110-12-1205-406130	\$ 191.56
✓ [VENDOR] 20384 : CPS DISTRIBUTORS INC	2637192-00	I18-004065	18-002626	04/17/2018	1	irrigation controller repair	110-14-1402-406120	\$ 1,195.75
✓ [VENDOR] 19520 : CRUM ELECTRIC SUPPLY CO INC	3096-March2018	I18-003925	18-002815	04/17/2018	1	Conduit/PVC/Fittings, Inv. #1962187-00	110-13-1303-406130	\$ 56.75
	3096-March2018	I18-003925	18-002815	04/17/2018	2	PVC/Conduit/Fittings, Inv. #1961050-00	110-13-1303-406130	\$ 38.43
	3096-March2018	I18-003925	18-002815	04/17/2018	3	Conduit/Fittings, Inv. #1961449-00	110-13-1303-406130	\$ 15.10
	3096-March2018	I18-003925	18-002815	04/17/2018	4	Contact/Junction Box, Inv. #1961670-00	110-13-1303-406130	\$ 126.82
	3096-March2018	I18-003925	18-002815	04/17/2018	5	Breakers/Photo Controller, Inv. #1962044-00	110-13-1303-406130	\$ 22.04
	3096-March2018	I18-003925	18-002815	04/17/2018	6	Gasket/Fittings, Inv. #1963220-00	110-13-1303-406130	\$ 21.13
	3096-March2018	I18-003925	18-002815	04/17/2018	7	Wire, Inv. #1962382-00	110-13-1303-406130	\$ 280.17

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	3096-March2018	118-003925	18-002815	04/17/2018	8	Conduit/Fittings, Inv. #1962524-00	110-13-1303-406130	\$ 5.88
	3096-March2018	118-003925	18-002815	04/17/2018	9	Couplings/PVC/Fittings, Inv. #1962624-00	110-13-1303-406130	\$ 14.18
	3096-March2018	118-003925	18-002815	04/17/2018	10	Holophane Street Light Replacement, Inv. #1952976-00	110-13-1303-406205	\$ 7,192.75
	3096-March2018	118-003925	18-002815	04/17/2018	11	Elect Tape/Fittings/Liq-Tile, Inv. #1962975-00	110-13-1303-406130	\$ 18.44
	3096-March2018	118-003925	18-002815	04/17/2018	12	Lubricant, Inv. #1963398-00	110-13-1303-406130	\$ 11.26
[VENDOR] 9000.2140 : CURRENT PROPERTIES	7188018	118-004107		04/17/2018	1	UB CR REFUND-107107	170-00-0000-202000	\$ 89.01
[VENDOR] 18684 : DEBERNARDI CONSTRUCTION CO. INC	2018ConcRepl#2	118-003990	18-001642	04/17/2018	1	2018 Concrete Replacement	110-13-1303-407109	\$ 82,460.00
	2018ConcRepl#2	118-003990	18-001642	04/17/2018	2	Change Order #1	110-13-1303-407109	\$ 61,900.00
	5-1663	118-003991	18-002030	04/17/2018	1	Repair for a DUI along Summit Dr. - Reimbursed by insurance	110-13-1303-404310	\$ 5,200.00
	5-1663	118-003991	18-002030	04/17/2018	2	Water Break repairs along Summit Dr.	150-33-3302-404310	\$ 4,840.00
	5-1663	118-003991	18-002030	04/17/2018	3	Fence Repairs due to unknown driver hitting the fence at Stagecoach and Summit Dr.	110-13-1303-404310	\$ 4,400.00
	Retainage#3	118-004073	17-003188	04/17/2018	1	Retainage	110-00-0000-206000	\$ 0.90
[VENDOR] 20375 : DELL	10234955487	118-003993	18-002876	04/17/2018	1	Extended maintenance contract Dell PowerEdge R610 DWN5XV1 Ends 11/2/2019	110-11-1107-404301	\$ 1,621.04
	10234955487	118-003993	18-002876	04/17/2018	2	Extended maintenance contract Dell PowerEdge R720 7L878X1 Ends 2/7/2020 - Discount	110-11-1107-404301	\$ 1,337.57
	10232093961	118-003994	18-002668	04/17/2018	1	Optiplex 7050 and monitor	110-11-1107-407415	\$ 1,398.98
	10235237465	118-003995	18-002836	04/17/2018	1	Dell Toner 5230n 21,000 high yield	110-11-1105-406001	\$ 278.09
	10234018406	118-003996	18-002487	04/17/2018	1	Latitude 14 Rugged	110-11-1107-407415	\$ 3,544.36
	10234018406	118-003996	18-002487	04/17/2018	2	Optiplex 7050, 4 monitors, 3 mice	110-11-1107-407415	\$ 5,421.26
	10234018406	118-003996	18-002487	04/17/2018	3	Latitude 7490 with dock	110-11-1107-407415	\$ 1,673.59
	10234018406	118-003996	18-002487	04/17/2018	4	Latitude Rugged Dock	110-11-1107-407415	\$ 473.85
	10234018406	118-003996	18-002487	04/17/2018	5	DVD Drive	110-11-1107-407415	\$ 39.99
	10234018406	118-003996	18-002487	04/17/2018	6	Latitude Rugged Desk Dock	110-11-1107-407415	\$ 284.99
	10234018406	118-003996	18-002487	04/17/2018	7	Optiplex 7050	110-11-1107-407415	\$ 1,333.57
[VENDOR] 9000.2139 : DESERT DEVELOPMENT	7168732	118-004106		04/17/2018	1	UB CR REFUND-100517	170-00-0000-202000	\$ 390.55
[VENDOR] 24058 : DESERT SNOW	5878	118-003997	18-002842	04/17/2018	1	Fees for Matthew Jones to attend Criminal and Terrorist Interdiction Workshop	110-12-1201-403210	\$ 599.00
[VENDOR] 3555 : DESERT VIEW ANIMAL HOSPITAL	50765	118-003998	18-002917	04/17/2018	1	Invoice 50765 Animal 17-01342 Feline Spay and vaccinations	110-12-1202-404704	\$ 101.50
[VENDOR] 22567 : DRV TECHNOLOGIES, INC.	40239	118-003999	18-002875	04/17/2018	1	Annual Maintenance and Support for SpoolFlex	110-11-1107-404301	\$ 546.75
[VENDOR] 21866 : DXP ENTERPRISES, INC.	49522622/49504286	118-003926	18-002853	04/17/2018	1	Cartidges/Harness Assy, Inv. #49522622	110-14-1405-406120	\$ 69.96
	49522622/49504286	118-003926	18-002853	04/17/2018	2	Surveyors Vests, Inv. #49504286	110-13-1301-406130	\$ 53.46
[VENDOR] 9000.2142 : EDGAR ARANA	7199117	118-004121		04/17/2018	1	UB CR REFUND-95769	170-00-0000-202000	\$ 5.08
[VENDOR] 21692 : ENERGY LABORATORIES, INC.	144591	118-004000	18-002883	04/17/2018	1	Sample analysis-copper	130-16-1601-406130	\$ 109.50

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
✓ [VENDOR] 20859 : EQUIFAX CREDIT INFORMATION SERV., LLC	4781895	118-004001	18-002907	04/17/2018	1	Membership fees	110-12-1201-403201	\$ 82.28
✓ [VENDOR] 23459 : ERIC F PHILLIPS LAW OFFICE	04102018	118-004002	18-002904	04/17/2018	1	Court Appointed Legal Fees for Jordyn Pivic CR-2017-0487	110-11-1105-403302	\$ 150.00
[VENDOR] 9000.2132 : ESTATE OF LOUIS CLOYD	7168725	118-004099		04/17/2018	1	UB CR REFUND-94963	170-00-0000-202000	\$ 65.09
✓ [VENDOR] 20278 : FASTENAL COMPANY	WYROC161609/161393	118-003927	18-002855	04/17/2018	1	Drill Bit, Inv. #WYROC161609	110-13-1303-406130	\$ 37.10
44.19	WYROC161609/161393	118-003927	18-002855	04/17/2018	2	Bolts/LockNut/Washer, Inv. #WYROC161393	110-14-1401-406120	\$ 7.09
✓ [VENDOR] 61 : FEDEX	6-067-70160/96872	118-004003	18-002386	04/17/2018	1	Overnite shipping for WET samples	130-16-1601-406101	\$ 58.92
✓ [VENDOR] 22427 : FIRST CHOICE FORD	331425/331448	118-004066	18-002939	04/17/2018	1	Nozzle, Inv. #331425	110-12-1201-406125	\$ 7.38
73.10	331425/331448	118-004066	18-002939	04/17/2018	2	Support, Inv. #331448	110-19-1903-406123	\$ 65.72
[VENDOR] 9000.2145 : FRANK ZMERZLICAR	7199120	118-004124		04/17/2018	1	UB CR REFUND-95602	170-00-0000-202000	\$ 60.98
✓ [VENDOR] 3528 : FREMONT MOTOR ROCK SPRINGS	78393	118-003928	18-002817	04/17/2018	1	Wiring Seat, Inv. #78393	110-14-1405-406120	\$ 25.48
✓ [VENDOR] 22483 : GALLS, AN ARAMARK COMPANY	9605675/9436701	118-003929	18-002361	04/17/2018	1	NT098 SIL PLSH CB, J3 2-1/2 x 5/8 IN Nametag - One or Two Line	110-12-1205-406130	\$ 11.50
10.74	9605675/9436701	118-003929	18-002361	04/17/2018	2	NT006, Dropship Name Plate Engraving BC077 RG, B38 Badge BAD01, Badge Customization Durban D, Blackington Dura for Rho-Glo, Hi-Glo, TT and KK only	110-12-1205-406130	\$ 82.50
	9605675/9436701	118-003929	18-002361	04/17/2018	3	BC019 BG BLU, A2997 2 Horns Seal 15/16 IN	110-12-1205-406130	\$ 3.00
	9605675/9436701	118-003929	18-002361	04/17/2018	4	Shipping	110-12-1205-406130	\$ 4.74
✓ [VENDOR] 23725 : GEAR FOR SPORTS	41469143/41466537	118-003930	18-002622	04/17/2018	1	Under Armour pre book, SHOes, shirts, etc for resale.	110-14-1402-406133	\$ 1,354.03
30.77	41473667	118-004004	18-002622	04/17/2018	1	Under Armour pre book, SHOes, shirts, etc for resale.	110-14-1402-406133	\$ 1,713.68
✓ [VENDOR] 21611 : GENTLE TOUCH DRY CLEANING	03-000667	118-004067	18-002828	04/17/2018	1	Bunny Suit Dry Cleaning	110-14-1404-406130	\$ 31.80
[VENDOR] 9000.2134 : HAROLD OR PAULINE GIBERSON	7168727	118-004101		04/17/2018	1	UB CR REFUND-102243	170-00-0000-202000	\$ 89.75
✓ [VENDOR] 23453 : HARRIS ENTERPRISE RESOURCE PLANNING	CT1433256	118-003931	18-001664	04/17/2018	1	HR Implementation	110-11-1107-407415	\$ 1,562.50
✓ [VENDOR] 21153 : HOMAX OIL SALES, INC	0404349/0402903	118-003932	18-002830	04/17/2018	1	Fuel Additive, Inv. #0404349-IN	110-12-1205-406203	\$ 109.45
	0404349/0402903	118-003932	18-002830	04/17/2018	2	10W-30 Oil, Inv. #0402903-IN	110-12-1201-406125	\$ 141.42
	0404349/0402903	118-003932	18-002830	04/17/2018	2	10W-30 Oil, Inv. #0402903-IN	110-13-1304-406203	\$ 141.41
	0404349/0402903	118-003932	18-002830	04/17/2018	2	10W-30 Oil, Inv. #0402903-IN	110-14-1401-406203	\$ 141.41
	0404349/0402903	118-003932	18-002830	04/17/2018	2	10W-30 Oil, Inv. #0402903-IN	150-33-3302-406203	\$ 141.41
116226.41	March2018	118-004068	18-002901	04/17/2018	1	Police Department	110-12-1201-406203	\$ 7,010.77
	March2018	118-004068	18-002901	04/17/2018	2	Animal Control	110-12-1202-406203	\$ 356.37
	March2018	118-004068	18-002901	04/17/2018	3	Fire Department	110-12-1205-406203	\$ 1,989.16
	March2018	118-004068	18-002901	04/17/2018	4	Engineering	110-13-1301-406203	\$ 113.50
	March2018	118-004068	18-002901	04/17/2018	5	Public Services	110-19-1901-406203	\$ 17.60

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
	March2018	118-004068	18-002901	04/17/2018	6	Building Department	110-19-1902-406203	\$ 210.11
	March2018	118-004068	18-002901	04/17/2018	7	Shop	110-19-1903-406203	\$ 60.23
	March2018	118-004068	18-002901	04/17/2018	8	Streets	110-13-1303-406203	\$ 2,501.52
	March2018	118-004068	18-002901	04/17/2018	9	Cemetery	110-13-1304-406203	\$ 150.37
	March2018	118-004068	18-002901	04/17/2018	10	Parks	110-14-1401-406203	\$ 141.94
	March2018	118-004068	18-002901	04/17/2018	11	Civic Center	110-14-1404-406203	\$ 52.86
	March2018	118-004068	18-002901	04/17/2018	12	Family Recreation Center	110-14-1405-406203	\$ 140.46
	March2018	118-004068	18-002901	04/17/2018	13	WWTP	130-16-1601-406203	\$ 1,390.28
	March2018	118-004068	18-002901	04/17/2018	14	Water Operations	150-33-3302-406203	\$ 930.08
	March2018	118-004068	18-002901	04/17/2018	15	Housing	250-35-3502-406203	\$ 236.12
	March2018	118-004068	18-002901	04/17/2018	16	City Buildings	110-11-1104-406130	\$ 49.94
✓ [VENDOR] 21885 : HOME DEPOT CREDIT SERVICES	2866-March2018	118-004005	18-002894	04/17/2018	1	Cemetery purchases	110-13-1304-404310	\$ 23.71
	2866-March2018	118-004005	18-002894	04/17/2018	2	City Buildings purchases	110-11-1104-406120	\$ 112.02
	2866-March2018	118-004005	18-002894	04/17/2018	3	Civic Center purchases	110-14-1404-404310	\$ 179.00
	2866-March2018	118-004005	18-002894	04/17/2018	4	RSFRC purchases	110-14-1405-406120	\$ 471.23
	2866-March2018	118-004005	18-002894	04/17/2018	5	Fire Dept. purchases	110-12-1205-406130	\$ 278.31
	2866-March2018	118-004005	18-002894	04/17/2018	6	Golf course purchases	110-14-1402-406130	\$ 78.49
	2866-March2018	118-004005	18-002894	04/17/2018	7	Housing purchases	250-35-3502-404310	\$ 59.94
	2866-March2018	118-004005	18-002894	04/17/2018	7	Housing purchases	250-35-3502-406120	\$ 950.60
	2866-March2018	118-004005	18-002894	04/17/2018	8	Parks Dept. purchases	110-14-1401-404310	\$ 442.42
	2866-March2018	118-004005	18-002894	04/17/2018	9	City Garage purchases	110-19-1903-406130	\$ 133.85
	2866-March2018	118-004005	18-002894	04/17/2018	10	Water Reclamation purchases	130-16-1601-406120	\$ 84.96
✓ [VENDOR] 53 : HOWARD SUPPLY CO LLC	50765820/50763775	118-003933	18-002856	04/17/2018	1	Wrench, Inv. #50765820	150-33-3302-406120	\$ 135.85
	50765820/50763775	118-003933	18-002856	04/17/2018	2	Tool Pouch, Inv. #50763775	150-33-3302-406120	\$ 44.05
✓ [VENDOR] 19034 : INSULATION INC	A17076	118-004006	18-002151	04/17/2018	1	Asbestos Mitigation for housing demolition around Bunning Park	110-13-1303-507145	\$ 13,730.00
✓ [VENDOR] 19960 : INTL ASSOC FOR PROPERTY AND EVIDENCE, INC.	M18-184578	118-004007	18-002840	04/17/2018	1	Membership Renewal Fees for Brenda Baker	110-12-1201-403210	\$ 50.00
✓ [VENDOR] 18814 : INTL ASSOC OF FIRE CHIEFS	80866-2018	118-003934	18-002806	04/17/2018	1	IAFC ID: 80866 IAFC Membership Dues	110-12-1205-403220	\$ 189.00
	80866-2018	118-003934	18-002806	04/17/2018	2	Missouri Valley Division Dues	110-12-1205-403220	\$ 20.00
	80866-2018	118-003934	18-002806	04/17/2018	3	Emergency Vehicle Management	110-12-1205-403220	\$ 25.00
	80866-2018	118-003934	18-002806	04/17/2018	4	Safety, Health & Survival	110-12-1205-403220	\$ 25.00
	80866-2018	118-003934	18-002806	04/17/2018	5	Executive Fire Officers	110-12-1205-403220	\$ 25.00
✓ [VENDOR] 19457 : INTOXIMETERS, INC	593007	118-004008	18-002765	04/17/2018	1	Portable Breath Testers	110-12-1201-407410	\$ 3,325.00
	593007	118-004008	18-002765	04/17/2018	2	Shipping	110-12-1201-406101	\$ 53.50
✓ [VENDOR] 21782 : JC GOLF ACCESSORIES	142457/142701	118-003935	18-002440	04/17/2018	1	Spring 2018 pre book order for accessories	110-14-1402-406133	\$ 5,110.98
✓ [VENDOR] 18793 : JIM'S UPHOLSTERY	10754	118-003936	18-002423	04/17/2018	1	repair and recover 3 JD seats	110-14-1402-406120	\$ 480.00
✓ [VENDOR] 21578 : JM ELECTRICAL SERVICES	13922	118-004069	18-002951	04/17/2018	1	Replace outlet Invoice #13922	110-14-1404-404310	\$ 126.39
✓ [VENDOR] 23643 : JME FIRE PROTECTION, INC.	8954/8953	118-003937	18-002820	04/17/2018	1	Annual Fire Extinguisher Inspections	110-12-1205-406120	\$ 1,677.45

2814.53

179.90

284.00

3378.50

2011.70

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	8988	118-004009	18-002916	04/17/2018	1	6 yr tear down stored pressure	110-12-1202-406130	\$ 41.85
	8988	118-004009	18-002916	04/17/2018	2	Recharge of a stored pressure type extinguisher	110-12-1202-406130	\$ 31.50
	8988	118-004009	18-002916	04/17/2018	3	Hydrostatic Testing Store-Pressure	110-12-1202-406130	\$ 26.95
	8988	118-004009	18-002916	04/17/2018	4	Valve Stem/Stored Pressure	110-12-1202-406130	\$ 57.00
	8988	118-004009	18-002916	04/17/2018	5	Stored Pressure "O" Ring	110-12-1202-406130	\$ 15.00
	8988	118-004009	18-002916	04/17/2018	6	5# Buckeye ABC S/P fire extinguisher	110-12-1202-406130	\$ 56.95
	8988	118-004009	18-002916	04/17/2018	7	Labor for 2 fire technicians	110-12-1202-406130	\$ 105.00
✓ [VENDOR] 334 : JOINT POWERS WATER BOARD	1222	118-004010	18-002863	04/17/2018	1	Water usage March 2018	150-33-1108-404100	\$ 166,734.22
✓ [VENDOR] 99 : KAMAN INDUSTRIAL TECHNOLOGIES	S277604/E431485	118-003938	18-002857	04/17/2018	1	Bells/Bearing Grease, Inv. #S277604	110-14-1405-406120	\$ 223.76
270.42	S277604/E431485	118-003938	18-002857	04/17/2018	2	Bearings, Inv. #E431485	110-14-1402-406120	\$ 46.66
[VENDOR] 9000.2131 : KENDRICK WILSON	7168724	118-004098		04/17/2018	1	UB CR REFUND-95995	170-00-0000-202000	\$ 61.64
[VENDOR] 9000.2133 : KEVIN OR NATALIE MILLER	7168726	118-004100		04/17/2018	1	UB CR REFUND-99206	170-00-0000-202000	\$ 78.83
✓ [VENDOR] 20403 : KIEFER AQUATIC	731876	118-004070	18-002833	04/17/2018	1	KIEFER JUNIOR EXPRESS PERFORMANCE SWIM GOGGLES Color: Blue+Green	110-14-1404-406130	\$ 131.40
542.40	731876	118-004070	18-002833	04/17/2018	2	KIEFER JUNIOR EXPRESS PERFORMANCE SWIM GOGGLES Color: Rainbow	110-14-1404-406130	\$ 131.40
	731876	118-004070	18-002833	04/17/2018	3	KIEFER ULTIMATE SWIM GOGGLE Color: Black	110-14-1404-406130	\$ 139.80
	731876	118-004070	18-002833	04/17/2018	4	KIEFER ULTIMATE SWIM GOGGL	110-14-1404-406130	\$ 139.80
[VENDOR] 9000.2137 : KRIS CLARK	7168730	118-004104		04/17/2018	1	UB CR REFUND-96147	170-00-0000-202000	\$ 117.09
✓ [VENDOR] 22366 : LIFE ASSIST, INC.	849176	118-004011	18-002821	04/17/2018	1	Medical Supplies for Emergency Response	110-12-1205-406130	\$ 358.05
✓ [VENDOR] 21464 : LONGHORN CONSTRUCTION, INC.	PayApplic#2	118-004012	18-002589	04/17/2018	1	Reliance Transmission Water Line Crossing Killpecker Creek	150-33-3302-507902	\$ 142,021.74
127819.54	P62537/P62623	118-003939	18-002818	04/17/2018	1	Starter, Inv. #P62537	110-13-1303-406120	\$ 269.07
✓ [VENDOR] 111 : MACY'S TRUCK REPAIR INC	P62537/P62623	118-003939	18-002818	04/17/2018	2	Regulator, Inv. #P62623	110-13-1303-406120	\$ 383.25
452.32								
✓ [VENDOR] 59 : MCFADDEN WHOLESALE CO INC	CITRSG-March2018	118-004071	18-002945	04/17/2018	1	Misc. Consumables - WRF, Inv. #347488	130-16-1601-406120	\$ 167.30
	CITRSG-March2018	118-004071	18-002945	04/17/2018	2	Batteries, Inv. #347530	110-12-1201-406130	\$ 130.50
	CITRSG-March2018	118-004071	18-002945	04/17/2018	3	Concession Stand, Inv. #347556	110-14-1405-406135	\$ 288.80
	CITRSG-March2018	118-004071	18-002945	04/17/2018	4	Misc. Consumables, Inv. #347729	110-12-1205-406130	\$ 195.55
	CITRSG-March2018	118-004071	18-002945	04/17/2018	5	Station Supplies, Inv. #347730	110-12-1205-406130	\$ 197.74
	CITRSG-March2018	118-004071	18-002945	04/17/2018	6	Misc. Consumables, Inv. #347762	110-14-1404-406120	\$ 36.20
	CITRSG-March2018	118-004071	18-002945	04/17/2018	7	Misc. Consumables, Inv. #347781	110-14-1404-406120	\$ 571.10
	CITRSG-March2018	118-004071	18-002945	04/17/2018	8	Misc. Consumables, Inv. #347793	130-16-1601-406120	\$ 39.80
	CITRSG-March2018	118-004071	18-002945	04/17/2018	9	Concession Stand, Inv. #347861	110-14-1405-406135	\$ 345.70
	CITRSG-March2018	118-004071	18-002945	04/17/2018	10	Concession Stand, Inv. #348084	110-14-1405-406135	\$ 402.45
	CITRSG-March2018	118-004071	18-002945	04/17/2018	11	Misc. Consumables, Inv. #348142	110-14-1405-406120	\$ 2,408.76
	CITRSG-March2018	118-004071	18-002945	04/17/2018	12	Concession Stand, Inv. #348378	110-14-1405-406135	\$ 34.95
	CITRSG-March2018	118-004071	18-002945	04/17/2018	13	Concession Stand, Inv. #348674	110-14-1405-406135	\$ 112.10

5267.75

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
	CITRSG-March2018	118-004071	18-002945	04/17/2018	14	Misc. Consumables, Inv. #348617	110-14-1402-406130	\$ 336.80
✓ [VENDOR] 23998 : MISSOURI TURF PAINT & FIELD GRAPHICS	40685	118-004072	18-002787	04/17/2018	1	White athletic spray paint for ball fields	110-14-1402-406130	\$ 2,499.50
✓ [VENDOR] 21859 : MODEL SIGNS	19220	118-004013	18-002927	04/17/2018	1	Sign for train display	110-34-3401-405500	\$ 45.00
345.00	19231	118-004074	18-002943	04/17/2018	1	"No Alcohol" Signs, Inv. #19231	110-14-1402-406130	\$ 300.00
✓ [VENDOR] 125 : MORCON SPECIALTY INC	111874	118-004014	18-002890	04/17/2018	1	Parts purchases Mar 2018	130-16-1601-406120	\$ 13.31
✓ [VENDOR] 23573 : MOUNTAINLAND SUPPLY COMPANY	13154-mARCH2018	118-004075	18-002946	04/17/2018	1	Condensation Pump, Inv. #S102554926.001	110-14-1401-406120	\$ 48.51
210.72	13154-mARCH2018	118-004075	18-002946	04/17/2018	2	Misc. Irrigation Supplies, Inv. #S102559328.001	110-14-1402-406120	\$ 162.21
✓ [VENDOR] 3569 : MURDOCHS RANCH AND HOME	2277/2284	118-003940	18-002814	04/17/2018	1	Dog Food, Inv. #2277	110-12-1202-406130	\$ 187.96
211.92	2277/2284	118-003940	18-002814	04/17/2018	2	Weed Eater Spark Plugs, Inv. #2284	110-14-1401-406120	\$ 23.96
✓ [VENDOR] 23161 : MY EDUCATIONAL RESOURCES INC.	032018.002	118-003941	18-002819	04/17/2018	1	CPR Cards	110-12-1205-406130	\$ 246.00
✓ [VENDOR] 18783 : NATIONAL FIRE PROTECTION ASSOC	2859854-2018	118-004015	18-002873	04/17/2018	1	Rock Springs Fire Department, ID Number 2859854, 1 Year Membership Renewal through 5/26/19	110-12-1205-403220	\$ 175.00
✓ [VENDOR] 20651 : NELSON ENGINEERING	46755	118-003942	15-003454	04/17/2018	1	30" Water Transmission Line - JPWB Treatment Plant to West Kanda-Green River	150-33-3302-507205	\$ 3,559.41
11215.85	46755	118-003942	15-003454	04/17/2018	2	Change Order #2	150-33-3302-403310	\$ 7,656.44
✓ [VENDOR] 22012 : NEOPOST USA INC	55597557	118-004016	18-002903	04/17/2018	1	Postage meter rental March 2018	110-11-1103-404301	\$ 55.00
✓ [VENDOR] 302 : NU-TECH SPECIALTIES INC	rospst-Feb2018	118-004118	18-002968	04/17/2018	1	Silver Antiseize, Inv. #168392	110-13-1303-406130	\$ 204.00
458.92	rsciga-Feb2017	118-004119	18-002968	04/17/2018	1	Wipers, Inv. #168853	110-19-1903-406130	\$ 127.82
	rsciga-Feb2017	118-004119	18-002968	04/17/2018	2	Parts Cleaner/Repair Kits, Inv. #168393	110-12-1205-406125	\$ 31.79
	rsciga-Feb2017	118-004119	18-002968	04/17/2018	2	Parts Cleaner/Repair Kits, Inv. #168393	110-13-1303-406120	\$ 31.79
	rsciga-Feb2017	118-004119	18-002968	04/17/2018	2	Parts Cleaner/Repair Kits, Inv. #168393	130-16-1601-406120	\$ 31.78
	rsciga-Feb2017	118-004119	18-002968	04/17/2018	2	Parts Cleaner/Repair Kits, Inv. #168393	150-33-3302-406120	\$ 31.79
✓ [VENDOR] 22801 : O'REILLY AUTO PARTS	765395-March2018	118-004076	18-002941	04/17/2018	1	Switch, Inv. #3118-124775	110-12-1201-406125	\$ 49.38
778.93	765395-March2018	118-004076	18-002941	04/17/2018	2	Stoplight Switch, Inv. #3118-124837	110-12-1201-406125	\$ 11.45
	765395-March2018	118-004076	18-002941	04/17/2018	3	Fuel Pump, Inv. #3118-121344	110-12-1201-406125	\$ 170.09
	765395-March2018	118-004076	18-002941	04/17/2018	4	Water Pump, Inv. #3118-120886	110-14-1401-406120	\$ 59.20
	765395-March2018	118-004076	18-002941	04/17/2018	5	Spark Plugs, Inv. #3118-122837	130-16-1601-406120	\$ 31.14
	765395-March2018	118-004076	18-002941	04/17/2018	6	Battery, Inv. #3118-122521	110-19-1903-406123	\$ 238.78
	765395-March2018	118-004076	18-002941	04/17/2018	7	Spark Plugs, Inv. #3118-122447, 3118-122451	110-14-1404-406120	\$ 23.92
	765395-March2018	118-004076	18-002941	04/17/2018	8	Brake Pads, Inv. #3118-121921	110-12-1201-406125	\$ 78.53
	765395-March2018	118-004076	18-002941	04/17/2018	9	Actuator, Inv. #3118-123685	110-12-1201-406125	\$ 47.74
	765395-March2018	118-004076	18-002941	04/17/2018	10	CV Shaft, Inv. #3118-123395	110-12-1201-406125	\$ 68.75
✓ [VENDOR] 21879 : OFFICE OF STATE LANDS & INVEST	CW059-#11	118-003943	18-002824	04/17/2018	1	Loan payment #11 on CW059 WWTP Expansion project; principal = 551,227.98, interest = 154,390.44	130-16-1601-407910	\$ 705,618.42

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
[VENDOR] 21392 : ONE CALL OF WYOMING	48182	118-004116	18-002934	04/17/2018	1	one call tickets for march	150-33-3302-406130	\$ 116.25
[VENDOR] 21356 : ORKIN EXTERMINATING 469.26	March2018	118-004017	18-002860	04/17/2018	1	1400 Thompson St	250-35-3501-404301	\$ 137.09
	March2018	118-004017	18-002860	04/17/2018	2	3102 Dewar Dr	250-35-3501-404301	\$ 139.72
	March2018	118-004017	18-002860	04/17/2018	3	2125 Century Blvd	250-35-3501-404301	\$ 100.85
	March2018	118-004017	18-002860	04/17/2018	4	530 Gobel St	250-35-3501-404301	\$ 91.60
[VENDOR] 138 : PACIFIC STEEL & RECYCLING	18-002959	118-004113	18-002959	04/17/2018	1	Street Dept purchase	110-13-1303-406120	\$ 244.02
[VENDOR] 23414 : PATTERSON VETERINARY SUPPLY INC	0031164193	118-004018	18-002915	04/17/2018	1	Dual Quat disinfectant 16% GA for cleaning kennels and dishes	110-12-1202-406130	\$ 449.88
[VENDOR] 22618 : PAYMENT REMITTANCE CENTER 907.00	2814-March2018	118-004077	18-002956	04/17/2018	1	Travel Expenses - K. Kumer to Longmont, CO for Sludge Seminar from 3/18/2018 to 3/23/2018	130-16-1601-405801	\$ 116.12
	2814-March2018	118-004077	18-002956	04/17/2018	2	Travel Expenses - M. Register, K. Rassmussen, C. Morgan and J. Porter to Evans, CO to take new police cars to get outfitted on 2/28/2018	110-12-1201-405801	\$ 56.73
	2814-March2018	118-004077	18-002956	04/17/2018	3	Travel Expenses - S. Welter, B. Erspamer, K. Davis and A. Loreda to SLC, UT for Sheep Dog Seminar: A Response to Violence on 3/17/2018	110-12-1201-405801	\$ 53.93
	2814-March2018	118-004077	18-002956	04/17/2018	4	Refreshments for ARIDE Training Course	110-12-1201-406130	\$ 48.56
	2814-March2018	118-004077	18-002956	04/17/2018	5	Travel Expenses - S. Welter to Westminister, CO for Social Network Investigations from 3/25/2018 to 3/28/2018	110-12-1201-405801	\$ 38.63
	2814-March2018	118-004077	18-002956	04/17/2018	6	Travel Expenses - C. Demshar, D. Tate to Kansas City, MO for National Main Street Convention from 3/22/2018 to 3/27/2018	110-11-1101-405801	\$ 267.39
	2814-March2018	118-004077	18-002956	04/17/2018	7	Travel Expenses - C. Banks to Kansas City, MO for Main Street Convention from 3/22/2018 to 3/27/2018	110-11-1101-405801	\$ 58.74
	2814-March2018	118-004077	18-002956	04/17/2018	8	Travel Expenses - S. Lozier, R. Lozier, J. Harwood to Kansas City, MO for National Main Street Convention from 3/22/2018 to 3/27/2018 **WILL BE REIMBURSED**	110-11-1101-405801	\$ 233.89
	2814-March2018	118-004077	18-002956	04/17/2018	9	Lunch - C. Demshar, P. Rust - Discuss 6th Penny and Combined Communications	110-11-1101-405801	\$ 33.09
[VENDOR] 23586 : PERSONAL EVALUATION INC. 105.00	27133	118-004019	18-002906	04/17/2018	1	Police Applicant Testing	110-12-1201-403201	\$ 100.00
	27133	118-004019	18-002906	04/17/2018	2	History Check	110-12-1201-403201	\$ 5.00
[VENDOR] 24007 : PITT STOP SIGNS & GRAPHIX	2390	118-004078	18-002929	04/17/2018	1	1" x 3" engraved plaques - downtown 1st award	110-11-1106-406144	\$ 46.50
[VENDOR] 19709 : PMS CUSTOM SCREEN PRINTING 1009.00	2409	118-004079	18-002867	04/17/2018	1	Short Sleeve Shirts	110-14-1401-404600	\$ 322.00
	2409	118-004079	18-002867	04/17/2018	2	2X shirts	110-14-1401-404600	\$ 36.00
	2409	118-004079	18-002867	04/17/2018	3	Long Sleeve Shirts	110-14-1401-404600	\$ 396.00
	2409	118-004079	18-002867	04/17/2018	4	Hoodies	110-14-1401-404600	\$ 255.00
[VENDOR] 23786 : POLYDYNE INC.	1225464/1228368	118-004020	18-002900	04/17/2018	1	GBT and centrifuge ploymer	130-16-1601-406130	\$ 8,556.00
[VENDOR] 9000.2146 : RAY OR LINDA WRIGHT	7199121	118-004125		04/17/2018	1	UB CR REFUND-99601	170-00-0000-202000	\$ 102.37

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— [VENDOR] 20127 : RESPOND FIRST AID SYSTEMS	146819/146817	118-004080	18-002948	04/17/2018	1	First Aid Supplies, FRC, Inv. #146819	110-14-1405-406130	\$ 113.61
	146819/146817	118-004080	18-002948	04/17/2018	2	First Aid Supplies, Golf, Inv. #146817	110-14-1402-406130	\$ 194.25
	146818/146820	118-004081	18-002948	04/17/2018	1	First Aid Supplies, Parks, Inv. #146818	110-14-1401-406120	\$ 451.49
	146818/146820	118-004081	18-002948	04/17/2018	2	First Aid Supplies, Cemetery, Inv. #146820	110-13-1304-402103	\$ 132.40
	146821/146822/146823	118-004082	18-002948	04/17/2018	1	First Aid Supplies, WRF, Inv. #146821	130-16-1601-406130	\$ 45.71
	146821/146822/146823	118-004082	18-002948	04/17/2018	2	First Aid Supplies, City Bldgs, Inv. #146822	110-11-1104-406130	\$ 118.36
	146821/146822/146823	118-004082	18-002948	04/17/2018	3	First Aid Supplies, Police, Inv. #146823	110-12-1201-406130	\$ 71.83
— [VENDOR] 23941 : RIDGE & VALLEY ROOFING & HOME REPAIR	063087	118-004083	18-002669	04/17/2018	1	roof repair, press box, watah	110-14-1402-407202	\$ 6,200.00
— [VENDOR] 392 : RMT EQUIPMENT	P02178	118-004021	18-002892	04/17/2018	1	Golf Course equipment purchases	110-14-1402-406120	\$ 1,017.00
— [VENDOR] 24118 : ROBERT A. SPENCE	03302018	118-004022	18-002868	04/17/2018	1	Court appointed legal fees for Scott Verner CR-2018-0004; Tad Courtney CR-2017-0206; Lynae Hall CT-2873; Miriam Boller CT-2017-2836 and Roger Greenfield CT-2018-0248	110-11-1105-403302	\$ 750.00
[VENDOR] 158 : ROCK SPRINGS CHAMBER OF COMMERCE	3rdQtr- 13578	118-003944	18-000271	04/17/2018	1	Service Agreement - FY2018	110-15-1501-404808	\$ 7,406.44
	3rd Qtr- 13577	118-003945	18-000270	04/17/2018	1	Business Development Agreement - FY2018	110-15-1501-404804	\$ 8,750.00
— [VENDOR] 23637 : ROCK SPRINGS CREEKSIDE APTS.	HAP-Crea	118-004084	18-002933	04/17/2018	1	Crea Hap (underpaid)	295-35-3508-404010	\$ 50.00
— [VENDOR] 338 : ROCK SPRINGS MUNICIPAL UTILITY	March2018	118-003946	18-002825	04/17/2018	1	Streets	110-13-1303-404111	\$ 159.31
	March2018	118-003946	18-002825	04/17/2018	2	Streets	110-13-1303-404112	\$ 57.12
	March2018	118-003946	18-002825	04/17/2018	3	Parks	110-14-1401-404111	\$ 46.70
	March2018	118-003946	18-002825	04/17/2018	4	Parks	110-14-1401-404112	\$ 52.34
	March2018	118-003946	18-002825	04/17/2018	5	Golf Course	110-14-1402-404111	\$ 356.74
	March2018	118-003946	18-002825	04/17/2018	6	Golf Course	110-14-1402-404112	\$ 292.80
	March2018	118-003946	18-002825	04/17/2018	7	Civic Center	110-14-1404-404111	\$ 290.27
	March2018	118-003946	18-002825	04/17/2018	8	Civic Center	110-14-1404-404112	\$ 414.42
	March2018	118-003946	18-002825	04/17/2018	9	Cemetery	110-13-1304-404111	\$ 56.84
	March2018	118-003946	18-002825	04/17/2018	10	Cemetery	110-13-1304-404112	\$ 14.76
	March2018	118-003946	18-002825	04/17/2018	11	Animal Control	110-12-1202-404111	\$ 67.92
	March2018	118-003946	18-002825	04/17/2018	12	Animal Control	110-12-1202-404112	\$ 72.20
	March2018	118-003946	18-002825	04/17/2018	13	Fire Department	110-12-1205-404111	\$ 129.21
	March2018	118-003946	18-002825	04/17/2018	14	Fire Department	110-12-1205-404112	\$ 106.27
	March2018	118-003946	18-002825	04/17/2018	15	Wastewater	130-16-1601-404111	\$ 627.30
	March2018	118-003946	18-002825	04/17/2018	16	Wastewater	130-16-1601-404112	\$ 8,209.29
	March2018	118-003946	18-002825	04/17/2018	17	City Buildings	110-11-1104-404111	\$ 221.49
	March2018	118-003946	18-002825	04/17/2018	18	City Buildings	110-11-1104-404112	\$ 675.56
	March2018	118-003946	18-002825	04/17/2018	19	Museum	110-34-3401-404111	\$ 28.30
	March2018	118-003946	18-002825	04/17/2018	20	Museum	110-34-3401-404112	\$ 12.21
	March2018	118-003946	18-002825	04/17/2018	21	Senior Citizens Center	110-15-1501-404801	\$ 1,352.73
	March2018	118-003946	18-002825	04/17/2018	22	Family Rec Center	110-14-1405-404111	\$ 1,180.08
	March2018	118-003946	18-002825	04/17/2018	23	Family Rec Center	110-14-1405-404112	\$ 7,172.76
	March2018	118-003946	18-002825	04/17/2018	24	Public Housing	250-35-3501-404111	\$ 2,036.33

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
	March2018	I18-003946	18-002825	04/17/2018	25	Public Housing	250-35-3501-404112	\$ 2,098.45
	March2018	I18-003946	18-002825	04/17/2018	26	URA	110-11-1106-404111	\$ 65.20
	March2018	I18-003946	18-002825	04/17/2018	27	URA	110-11-1106-404112	\$ 29.11
✓ [VENDOR] 164 : ROCK SPRINGS NEWSPAPERS 4812.58	23651-March2018	I18-004085	18-002913	04/17/2018	1	Advertising - Legal	110-15-1501-405401	\$ 4,742.58
	23651-March2018	I18-004085	18-002913	04/17/2018	2	Advertising - Civic	110-14-1404-405403	\$ 70.00
✓ [VENDOR] 24332 : ROCK SPRINGS PET HOSPITAL, LLC 819.12	3700/3725/3726/3729	I18-004023	18-002914	04/17/2018	1	Invoice 3700 Animal 223648 Cephalexin 500 mg	110-12-1202-404704	\$ 19.60
	3700/3725/3726/3729	I18-004023	18-002914	04/17/2018	2	Invoice 3725 Animal Duke 232991 Canine Neuter and vaccinations	110-12-1202-404704	\$ 115.00
	3700/3725/3726/3729	I18-004023	18-002914	04/17/2018	3	Invoice 3725 Animal Titan 226711 Canine Neuter and vaccinations	110-12-1202-404704	\$ 115.00
	3700/3725/3726/3729	I18-004023	18-002914	04/17/2018	4	Invoice 3725 Animal Scarlet 232993 Canine Spay and vaccinations	110-12-1202-404704	\$ 130.00
	3700/3725/3726/3729	I18-004023	18-002914	04/17/2018	5	Invoice 3725 Animal Mercie 232994 Canine anesthesia and vaccinations	110-12-1202-404704	\$ 98.00
	3700/3725/3726/3729	I18-004023	18-002914	04/17/2018	6	Invoice 3725 Animal 232995 Canine vaccinations and pyrantel pamoate 50mg	110-12-1202-404704	\$ 46.48
	3700/3725/3726/3729	I18-004023	18-002914	04/17/2018	7	Invoice 3726 Puppy Vaccinations and pyrantel pamoate 50mg	110-12-1202-404704	\$ 255.84
	3700/3725/3726/3729	I18-004023	18-002914	04/17/2018	8	Invoice 3729 Animal 221999 Feline Vaccinations	110-12-1202-404704	\$ 39.25
✓ [VENDOR] 22518 : ROCK SPRINGS RENEWAL FUND	Reimb-March2018	I18-004086	18-002962	04/17/2018	1	RSRF - Live in the Lobby Performance contract	110-11-1106-406141	\$ 400.00
✓ [VENDOR] 305 : ROCK SPRINGS WINLECTRIC	036822-00	I18-004109	18-002963	04/17/2018	1	Electrical Supplies/Equipment, Inv. #036822-00	130-16-1601-406120	\$ 32.58
✓ [VENDOR] 155 : ROCK SPRINGS WINNELSON CO 1421.51	224032,699,676,816	I18-004110	18-002964	04/17/2018	1	Shipping on Pump, Inv. #224032-02	110-14-1405-406120	\$ 94.50
	224032,699,676,816	I18-004110	18-002964	04/17/2018	2	Shower Heads, Inv. #224699-00	110-14-1404-406120	\$ 148.66
	224032,699,676,816	I18-004110	18-002964	04/17/2018	3	Water Cooler/Fountain, Inv. #224676-00	110-14-1404-406120	\$ 397.23
	224032,699,676,816	I18-004110	18-002964	04/17/2018	4	Valve Box, Inv. #224816-00	150-33-3302-406120	\$ 40.98
	224032,699,676,816	I18-004110	18-002964	04/17/2018	5	Valve Box Lids, Inv. #224799-00	150-33-3302-406120	\$ 75.42
	224032,699,676,816	I18-004110	18-002964	04/17/2018	6	Risers, Inv. #224766-00	150-33-3302-406120	\$ 344.01
	224032,699,676,816	I18-004110	18-002964	04/17/2018	7	Gaskets, Inv. #224667-00	110-14-1402-406120	\$ 20.01
	224032,699,676,816	I18-004110	18-002964	04/17/2018	8	Valve, Inv. #224719-00	110-14-1404-404310	\$ 124.73
	224032,699,676,816	I18-004110	18-002964	04/17/2018	9	Couplings, Inv. #224515-00	110-14-1405-406120	\$ 38.68
	224032,699,676,816	I18-004110	18-002964	04/17/2018	10	Valve, Inv. #224346-00	110-14-1405-406120	\$ 110.12
	224032,699,676,816	I18-004110	18-002964	04/17/2018	11	Fittings, Inv. #224869-00	150-33-3302-406120	\$ 27.17
✓ [VENDOR] 24430 : ROCKY MOUNTAIN AIR SOLUTIONS 142.98	6681786	I18-003947	18-002779	04/17/2018	1	Welding Supplies	110-19-1903-406130	\$ 48.38
	6683392	I18-004024	18-002902	04/17/2018	1	.035 Wire	110-19-1903-406130	\$ 94.60
✓ [VENDOR] 137 : ROCKY MOUNTAIN POWER 109969.01	60121251-15 etc Mar	I18-004114	18-002961	04/17/2018	1	Streets	110-13-1303-406202	\$ 1,000.97
	60121251-15 etc Mar	I18-004114	18-002961	04/17/2018	2	Shop	110-19-1903-406202	\$ 247.16
	60121251-15 etc Mar	I18-004114	18-002961	04/17/2018	3	Parks	110-14-1401-406202	\$ 1,842.80
	60121251-15 etc Mar	I18-004114	18-002961	04/17/2018	4	Golf Course	110-14-1402-406202	\$ 4,578.89
	60121251-15 etc Mar	I18-004114	18-002961	04/17/2018	5	Civic Center	110-14-1404-406202	\$ 4,470.87
	60121251-15 etc Mar	I18-004114	18-002961	04/17/2018	6	Cemetery	110-13-1304-406202	\$ 652.11
	60121251-15 etc Mar	I18-004114	18-002961	04/17/2018	7	Animal Control	110-12-1202-406202	\$ 199.71

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
	60121251-15 etc Mar	I18-004114	18-002961	04/17/2018	8	Fire Department	110-12-1205-406202	\$ 574.72
	60121251-15 etc Mar	I18-004114	18-002961	04/17/2018	9	WWTP	130-16-1601-406202	\$ 32,201.41
	60121251-15 etc Mar	I18-004114	18-002961	04/17/2018	10	City Buildings	110-11-1104-406202	\$ 3,506.57
	60121251-15 etc Mar	I18-004114	18-002961	04/17/2018	11	Museum	110-34-3401-406202	\$ 484.30
	60121251-15 etc Mar	I18-004114	18-002961	04/17/2018	12	Senior Citizens	110-15-1501-404801	\$ 4,827.85
	60121251-15 etc Mar	I18-004114	18-002961	04/17/2018	13	Civil Defense	110-12-1204-406202	\$ 53.44
	60121251-15 etc Mar	I18-004114	18-002961	04/17/2018	14	Street Lighting	110-13-1303-406204	\$ 23,923.44
	60121251-15 etc Mar	I18-004114	18-002961	04/17/2018	15	FRC	110-14-1405-406202	\$ 17,887.38
	60121251-15 etc Mar	I18-004114	18-002961	04/17/2018	16	Water Department	150-33-3302-406202	\$ 12,239.46
	60121251-15 etc Mar	I18-004114	18-002961	04/17/2018	17	URA	110-11-1106-406202	\$ 1,277.98
✓ [VENDOR] 165 : ROCKY MOUNTAIN SERVICE BUREAU	11904-March2018	I18-004025	18-002866	04/17/2018	1	Collection Fees S&E Professional Cleaning, Acct# 11904,	110-11-1103-403120	\$ 38.00
✓ [VENDOR] 22724 : ROCKY MOUNTAIN SURVEY INC.	1761	I18-004026	18-002888	04/17/2018	1	Bitter Creek Sewer Line Crossing Project Easements	130-16-1601-403310	\$ 3,865.00
	1762	I18-004027	17-002978	04/17/2018	1	Plan Review & Professional Services	110-19-1901-403310	\$ 2,855.00
	1762	I18-004027	17-002978	04/17/2018	2	Change Order per Resolution 2017-37	110-19-1901-403310	\$ 1,025.00
✓ [VENDOR] 24530 : ROLLINS <i>Rinal</i>	URP-April2018	I18-004028	18-002869	04/17/2018	1	April Urp	250-00-0000-115000	\$ 8.00
✓ [VENDOR] 1 : RON'S ACE RENTAL & EQUIP. SALES INC	WASTE-March2018	I18-003948	18-002816	04/17/2018	1	Filter, Inv. #193564	130-16-1601-406120	\$ 37.00
	GOLF-March2018	I18-003949	18-002816	04/17/2018	1	Pump Parts, Inv. #193451	110-14-1402-406120	\$ 98.44
	PARKS-March2018	I18-003950	18-002816	04/17/2018	1	Plug, Inv. #193366	110-14-1401-406120	\$ 9.25
	PARKS-March2018	I18-003950	18-002816	04/17/2018	2	Fuel Line, Inv. #193514	110-14-1401-406120	\$ 3.13
✓ [VENDOR] 20240 : SANTA FE TRAIL	04112018	I18-004029	18-002908	04/17/2018	1	Gift Cards for Compliance Buys	110-12-1201-406130	\$ 200.00
[VENDOR] 9000.2135 : SARA OR CURT LARSON	7168728	I18-004102		04/17/2018	1	UB CR REFUND-102593	170-00-0000-202000	\$ 105.98
✓ [VENDOR] 20807 : SHERWIN WILLIAMS	1001-3376-8/Mar2018	I18-003951	18-002848	04/17/2018	1	Paint, Inv. #9090-4	130-16-1601-406120	\$ 52.69
	1001-3376-8/Mar2018	I18-003951	18-002848	04/17/2018	2	Paint/Brushes, Inv. #0479-4	130-16-1601-406120	\$ 184.70
	1001-3376-8/Mar2018	I18-003951	18-002848	04/17/2018	3	Paint, Inv. #0459-6	130-16-1601-406120	\$ 105.38
	1001-3376-8/Mar2018	I18-003951	18-002848	04/17/2018	4	Paint/Supplies, Inv. #0393-7	110-13-1303-406130	\$ 206.48
	1001-3376-8/Mar2018	I18-003951	18-002848	04/17/2018	5	Paint, Inv. #0345-7	130-16-1601-406120	\$ 105.38
	1001-3376-8/Mar2018	I18-003951	18-002848	04/17/2018	6	Paint/Brushes, Inv. #8733-0	130-16-1601-406120	\$ 73.55
✓ [VENDOR] 177 : SIX STATES DISTRIBUTORS/TRUCKPRO	169933	I18-004030	18-002864	04/17/2018	1	Switch	150-33-3302-406120	\$ 117.51
✓ [VENDOR] 178 : SKIPS TIRE	162383	I18-004031	18-002891	04/17/2018	1	RSPD tire service	110-12-1201-406125	\$ 65.00
✓ [VENDOR] 24522 : SKYLINKNET INC.	001	I18-004087	18-002829	04/17/2018	1	2 Base Alert systems with Motion Sensor H2	110-14-1404-406120	\$ 27.37
	001	I18-004087	18-002829	04/17/2018	2	Door Sensors WD-434TL	110-14-1404-406120	\$ 55.08
	001	I18-004087	18-002829	04/17/2018	3	Water Sensors WA-434TL	110-14-1404-406120	\$ 55.08
	001	I18-004087	18-002829	04/17/2018	4	Shipping	110-14-1404-406120	\$ 23.95
[VENDOR] 9000.2130 : SMART DWELLINGS LLC	7168723	I18-004097		04/17/2018	1	UB CR REFUND-141942	170-00-0000-202000	\$ 30.22
[VENDOR] 9000.2143 : SMART DWELLINGS LLC	7199118	I18-004122		04/17/2018	1	UB CR REFUND-152697	170-00-0000-202000	\$ 8.54

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
✓ [VENDOR] 180 : SMYTH PRINTING INC 307.64	47547	I18-004032	18-002797	04/17/2018	1	2000 3 part contracts for use for membership at FRC, Civic & Golf Course.	110-14-1404-405500	\$ 81.91
	47547	I18-004032	18-002797	04/17/2018	1	2000 3 part contracts for use for membership at FRC, Civic & Golf Course.	110-14-1405-405500	\$ 245.73
✓ [VENDOR] 23345 : SOCIETY FOR HUMAN RESOURCE MNGMT	9007472736	I18-004033	18-002896	04/17/2018	1	Annual SHRM Membership Fee - Kristyn Muniz	110-11-1101-403220	\$ 209.00
✓ [VENDOR] 21732 : SST TESTING +, INC.	CityRockSprings-Marc	I18-004034	18-002895	04/17/2018	1	Pre-Employment and Random Drug Testing	110-11-1109-403321	\$ 1,500.00
✓ [VENDOR] 21571 : STAR TRANSIT 11896.42	4388	I18-003952	18-000623	04/17/2018	1	Service Agreement - FY 2018	110-15-1501-404805	\$ 7,241.25
	4388	I18-003952	18-000623	04/17/2018	2	Additional Funding	110-15-1501-404805	\$ 9,655.36
✓ [VENDOR] 24415 : STEVE HARTON	442018	I18-003953	18-002846	04/17/2018	1	Alternate Judge for April 2nd and 3rd 2018	110-11-1105-403302	\$ 375.00
✓ [VENDOR] 23658 : STOTZ EQUIPMENT 2399.48	ROCKS004-March2018	I18-004035	18-002893	04/17/2018	1	Golf course purchases	110-14-1402-406120	\$ 147.06
	ROCKS004-March2018	I18-004035	18-002893	04/17/2018	2	Parks Dept purchases	110-14-1401-406120	\$ 2,252.42
✓ [VENDOR] 21607 : SUN MOUNTAIN SPORTS	483992	I18-004036	18-002443	04/17/2018	1	Spring 2018 Pre book order	110-14-1402-406133	\$ 539.60
✓ [VENDOR] 23283 : SUPPLY CACHE INC. 278.95	227303A	I18-004037	18-002532	04/17/2018	1	900-38505, Environmental Meter - Kestrel 5000, Nielsen Kellerman	110-12-1205-406130	\$ 259.00
	227303A	I18-004037	18-002532	04/17/2018	2	Shipping	110-12-1205-406130	\$ 19.95
✓ [VENDOR] 19140 : SWEETWATER COUNTY SHERIFF'S OFFICE	March2018	I18-004038	18-002932	04/17/2018	1	March Billing	110-12-1201-404706	\$ 4,080.00
✓ [VENDOR] 23597 : SWEETWATER NOW LLC	2212	I18-004039	18-002594	04/17/2018	1	advertising - online for theater events	110-11-1106-406140	\$ 150.00
✓ [VENDOR] 189 : SWEETWATER PLUMBING & HEATING LLC 857.10	78184/78199	I18-004088	18-002940	04/17/2018	1	Cartridge, Inv. #78184	110-11-1104-406120	\$ 36.50
	78184/78199	I18-004088	18-002940	04/17/2018	2	Gasketed Cap, Inv. #78199	130-16-1601-406120	\$ 821.20
✓ [VENDOR] 23487 : SWIMOUTLET.COM	14617339#2	I18-003954	18-002145	04/17/2018	1	swim suits	110-14-1405-404600	\$ 59.86
	14617339#2	I18-003954	18-002145	04/17/2018	2	swim suit	110-14-1405-404600	\$ 0.00
✓ [VENDOR] 24498 : TACTICAL MEDICAL SOLUTIONS, INC. 308.95	INV95414	I18-004040	18-002756	04/17/2018	1	4" Modular Bandages	110-12-1201-406130	\$ 76.50
	INV95414	I18-004040	18-002756	04/17/2018	2	Quikclot Combat Gauze	110-12-1201-406130	\$ 83.40
	INV95414	I18-004040	18-002756	04/17/2018	3	Halo Chest Seal	110-12-1201-406130	\$ 138.80
	INV95414	I18-004040	18-002756	04/17/2018	4	Shipping	110-12-1201-406101	\$ 10.15
[VENDOR] 21608 : TAYLOR MADE GOLF CO., INC. 1413.13	33092716/33108999	I18-004041	18-002441	04/17/2018	1	Spring 2018 pre book order	110-14-1402-406133	\$ 715.20
	33034154	I18-004089	18-002925	04/17/2018	1	Special order Rick York Iron set	110-14-1402-406133	\$ 697.93
✓ [VENDOR] 20717 : TEAM LABORATORY CHEMICAL CORP	INV0010366	I18-004042	18-002879	04/17/2018	1	Fine Road Patch	110-13-1303-406130	\$ 1,695.00
✓ [VENDOR] 22248 : TEN POINT SALES	21242/21243	I18-004043	18-002899	04/17/2018	1	camera repair	130-16-1601-406120	\$ 607.45
✓ [VENDOR] 19611 : THATCHER COMPANY	1438034/1438035	I18-004044	18-002881	04/17/2018	1	Chlorine, T-Chlor and Ferric Chloride deposits and refunds.	130-16-1601-406130	\$ 6,388.94

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
✓ [VENDOR] 24431 : THE UPS STORE 164.53	6853/6857	118-003955	18-002831	04/17/2018	1	WWTP Operations	130-16-1601-406101	\$ 39.83
	6853/6857	118-003955	18-002831	04/17/2018	2	RSPD postage	110-12-1201-406101	\$ 12.14
	6853/6857	118-003955	18-002831	04/17/2018	3	Municipal Court postage	110-11-1105-406101	\$ 12.76
	6853/6857	118-003955	18-002831	04/17/2018	4	City Attorney postage	110-11-1102-406101	\$ 10.58
	6853/6857	118-003955	18-002831	04/17/2018	5	Finance postage	110-11-1103-406101	\$ 2.30
	6853/6857	118-003955	18-002831	04/17/2018	6	Postage - Planning	110-19-1901-406101	\$ 83.66
	6853/6857	118-003955	18-002831	04/17/2018	7	Postage - Engineering	110-13-1301-406101	\$ 3.26
✓ [VENDOR] 24523 : THE WATER SHED LLC	212	118-004045	18-002771	04/17/2018	1	Replace mower with Trade in	110-13-1304-407410	\$ 13,043.65
✓ [VENDOR] 23525 : THOMPSON April 69.15	04052018	118-003956	18-002859	04/17/2018	1	Reimburse Travel Expenses - Uber	250-35-3501-405801	\$ 39.65
	ReimbMarch2018	118-004046	18-002827	04/17/2018	1	reimbursement for Leadership Wyoming application fee	250-35-3501-403210	\$ 30.00
✓ [VENDOR] 221 : THOMSON REUTERS - WEST PMNT CENTER	837945449	118-004047	18-002928	04/17/2018	1	West Information Charges 3/1/18-3/31/18, Inv. 837945449	110-11-1102-403220	\$ 2,128.00
[VENDOR] 9000.2144 : TIFFANY OR CHRISTOPHER BARKER	7199119	118-004123		04/17/2018	1	UB CR REFUND-97965	170-00-0000-202000	\$ 45.98
✓ [VENDOR] 201 : TIRE DEN INC 3046.08	1-3482/March2018	118-003957	18-002850	04/17/2018	1	Tires, Inv. #1-291912	110-14-1402-406120	\$ 170.00
	1-3482/March2018	118-003957	18-002850	04/17/2018	2	Lug Nuts, Inv. #1-291891	110-14-1404-406120	\$ 80.00
	1-3482/March2018	118-003957	18-002850	04/17/2018	3	Tires, Inv. #1-292256	110-12-1205-406120	\$ 740.00
	1-3482/March2018	118-003957	18-002850	04/17/2018	4	Tires, Inv. #1-291880	110-14-1404-406120	\$ 624.00
	1-3482/March2018	118-003957	18-002850	04/17/2018	5	Tires, Inv. #1-292369	150-33-3302-406120	\$ 900.00
	1-3482/March2018	118-003957	18-002850	04/17/2018	6	Tires, Inv. #1-GS292169	110-12-1201-406125	\$ 532.08
[VENDOR] 21609 : TITLEIST 2457.84	905462929/905457377	118-004090	18-002918	04/17/2018	1	trial set for rentals and re sale	110-14-1402-406133	\$ 345.00
	905482051/905501748	118-004091	18-002923	04/17/2018	1	trial sets for demo, sale, and rental	110-14-1402-406133	\$ 1,807.20
	905458309	118-004092	18-002922	04/17/2018	1	SPecial order Gary Elmore	110-14-1402-406133	\$ 305.64
✓ [VENDOR] 24292 : TRAVIS MATHEW APPAREL	3404100	118-004093	18-002924	04/17/2018	1	Clothing pre book for profit	110-14-1402-406133	\$ 1,228.50
✓ [VENDOR] 18970 : TURF EQUIPMENT AND IRRIGATION 2687.40	14472-March2018	118-003958	18-002851	04/17/2018	1	Workman 2100 Parts - Hood/Pivot Bracket/Seat Assy, Inv. #424948-00, 424948-02, 424948-01	110-14-1402-406120	\$ 863.41
	14472-March2018	118-003958	18-002851	04/17/2018	2	Sprinkler Heads/Nozzles, Inv. #425586-00, 425586-01	110-14-1402-406120	\$ 1,776.20
	14472-March2018	118-003958	18-002851	04/17/2018	3	Clutch Kit/Pivot Bolt Kit, Inv. #425517-00, 425392-00, Credit #425725-00	110-14-1402-406120	\$ 47.79
[VENDOR] 22500 : UNITED SITE SERVICES 559.95	114-6559008	118-003959	18-000405	04/17/2018	1	yearly rental of a ADA accessible portable restroom	110-13-1304-404310	\$ 197.95
	114-6527917/6527928	118-004094	18-002862	04/17/2018	1	Portable Restroom Service Blairtown Park	110-14-1401-406130	\$ 228.00
	114-6527917/6527928	118-004094	18-002862	04/17/2018	2	Portable Restroom Service Dog Park	110-14-1401-406130	\$ 134.00
✓ [VENDOR] 20380 : UPS 148.29	65XW67128/65XW67138	118-004048	18-002838	04/17/2018	1	Shipping Fees	110-12-1201-406101	\$ 76.57
	65XW67128/65XW67138	118-004048	18-002838	04/17/2018	2	shipping fees	110-12-1201-406101	\$ 71.72
✓ [VENDOR] 24444 : UTILITY COATINGS & FABRICATION, INC.	26601	118-003960	18-001200	04/17/2018	1	Reliance Water Transmission Line Bridge	150-33-3302-507902	\$ 31,592.00

GRAND TOTAL (Excluding Retainage) :

CITY OF ROCK SPRINGS
April 6, 2018

AFLAC INSURANCE NEW GROUP	Employee Premiums	\$	6,178.44
SUN LIFE ASSURANCE CO	Employee Premiums	\$	1,779.60
EQUITABLE LIFE	Employee Deferred	\$	137.50
ICMA RETIREMENT CORP (wire)	Employee Deferred	\$	3,418.92
GREAT-WEST LIFE & ANNUITY	Employee Deferred	\$	8,087.50
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	\$	3,707.50
RS FIREFIGHTER ASSN #1499	Employee dues	\$	2,142.40
SWEETWATER COUNTY CIRCUIT COURT (GR)	Employee garnishments	\$	412.42
RS CITY TREASURER	Employee BCBS reimbursement	\$	61,810.11
FLEXSHARE-BLUE CROSS BLUE SHIELD	Employee BCBS Flexshare	\$	6,794.99
496 & 872-NCPERS GROUP LIFE/PRUDENTIAL	Group Life employee deductions	\$	864.00
RS POLICE PROTECTIVE ASSOC	Employee dues	\$	570.00
UMWA/OAW LOCAL #4893	Employee dues	\$	1,907.04
UNITED WAY OF SW WYOMING	Employee deductions	\$	827.08
WADDELL & REED FINANCIAL SERVICES	Section 529 Plan	\$	775.00
WYOMING RETIREMENT SYSTEM	Fire benefit city/employee	\$	52,928.37
WYOMING WORKERS COMP	Employee benefits	\$	50,524.03
WYOMING WORKERS COMP	Work Restitution Workers	\$	48.49
WYOMING RETIREMENT SYSTEM	Employee benefits	\$	113,219.44
WYOMING RETIREMENT SYSTEM	Law Enforcement	\$	48,726.12
SWEETWATER FEDERAL CREDIT UNION	Employee deductions	\$	3,050.00
INTERNAL REVENUE SERVICE	Electronic fund transfer	\$	125,715.65
	Total	\$	495,159.60

City of Rock Springs

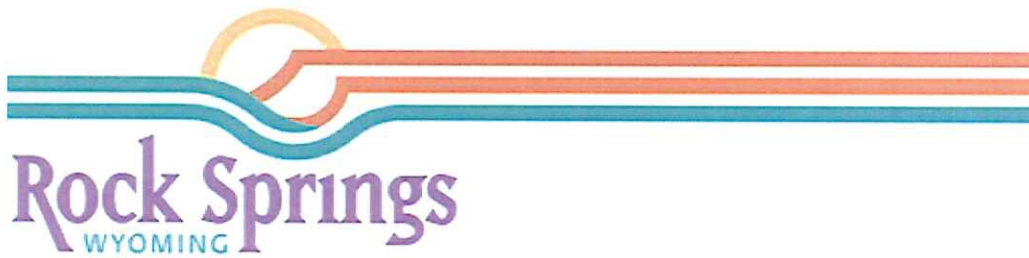
Payroll Authorization
for April 6, 2018

Gross Payroll - \$665,633.17



City Council Agenda

New Business



April 2, 2018

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

RE: Request for Permission to Bid the Bunning Park Renovation Project – Demolition
Phase 1

The Department of Engineering and Operations is requesting permission to bid the Bunning Park Renovation Project – Demolition Phase 1. This project is funded by a CDBG grant through the Wyoming Business Council.

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, flowing style.

Paul D. Kauchich, PE
Director of Engineering and Operations

PDK

City of Rock Springs
212 D Street
Rock Springs, WY 82901
307-352-1500
307-352-1516 (fax)



Position Request Form

(Must be completed prior to posting position.)

Position Requested by: Chief Dwane Pacheco

Date: 4/3/2018

Department Director Approval: [Signature]

Date: 4/3/2018

Department: Police

Position Requested: Police Officer

☒ Replace ☐ Add

If replacement, state previous employee name and date of termination:

4/15/2018 Kenneth Lorimer

Position Status:

☒ Full-time ☐ Part-time ☐ Temporary ☐ Seasonal _____ months # hours/week 40

☐ Days ☐ Evenings ☐ Nights ☐ Weekends ☒ Various

Specific time of shift: (i.e. 7:00am – 3:30pm) _____

Position Qualifications

☒ High School Grad/GED ☐ Associates Degree
☐ Driver's License ☐ Bachelor's Degree
☐ Commercial Driver's License ☐ Master's Degree
☐ Certifications _____

Brief Description of Duties: Sworn Police Officer duties. A sergeant and corporal promotion will need to be conducted in order to fill the open sergeant slot. & Corporal slot.

Position Begin Date: 5/1/2018

Budget Approval: [Signature]
Director of Administrative Services

Non-Budget Approval: _____
Director of Administrative Services

Approved: [Signature]
Mayor

Not Approved: _____
Mayor

Advertising Request

☐ Post In-House Only
☐ Rocket Miner
☐ Green River Star
☐ Regional/National Paper _____
☐ State Association _____
☐ National Association _____

Our water was experienced a Surface Water Treatment Rule Violation as CFR 141.173(a) brought about by the unusual heavy rains during the month of May 2017. The rule states that **(For systems using conventional filtration or direct filtration, the turbidity level of representative samples of a system's filtered water must be less than or equal to 0.3 NTU in at least 95 percent of the measurements taken each month.)** 19.89% of our samples for the month of May failed to meet this criteria, none of our testing has shown disease causing organisms in our drinking water. **This Violation was made public by Radio and Newspaper publications on March 15th and March 16th 2017.**

The sources of drinking water include rivers, lakes, streams, ponds, reservoirs, springs and wells. As water travels over the surface of the land or through the ground, it can dissolve naturally occurring minerals and in some cases, radioactive materials. The water can also pick up substances such as:

- 1) Microbial contaminants, such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural operations and wildlife.
- 2) Inorganic contaminants, such as salts and metals, which can be naturally-occurring or result from urban storm water runoff, industrial or domestic wastewater discharges, oil and gas production, mining or farming.
- 3) Pesticides and herbicides, which may come from agriculture, urban storm water run off and residential uses.
- 4) Organic chemical contaminants, which can come from industrial processes, gas stations, urban storm water runoff and septic systems.
- 5) Radioactive contaminants, which can be naturally occurring or the result of oil and gas production and mining activities.

In order to ensure that tap water is safe to drink, the EPA establishes regulations, which limit the amount of certain contaminants in water provided by public water systems. The Food and Drug Administration establishes limits for contaminants in bottled water.

All drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that the water poses a health risk.

More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's Safe Drinking Water Hotline is 1-800-426-4791.

MCL's are set at very stringent levels. To understand the possible health effects described for many regulated constituents, a person would have to drink 2 liters of water every day at the MCL level for a lifetime to have a one-in-a-million chance of having the described health effects.

Some people may be more vulnerable to contaminants in drinking water than the general population. Immune-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/CDC guidelines on appropriate means to lessen the risk of infection by *Cryptosporidium* and other microbiological contaminants are available from the Safe Drinking Water Hotline (1-800-426-4791). Ingestion of *Cryptosporidium* may cause cryptosporidiosis, an abdominal infection. Symptoms of infection include nausea, diarrhea, and abdominal cramps. *Cryptosporidium* must be ingested to cause disease, and it may be spread through means other than drinking water.

If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. GR/RS/SW Co. Joint Powers Water Board is responsible for providing high quality drinking water, but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using the water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline or at the website <http://www.epa.gov/safewater/lead>.

The GR/RS/SW Co. Joint Powers Water Board was required to start monitoring the Source (the Green River) on a monthly basis for *Cryptosporidium*. We started in October 2016 and will continue sampling until September of 2018. As of yet, no *Cryptosporidium* has been detected. The GR/RS/SW Co. Joint Powers Water Board water treatment plant was designed with filtration plus an ozone disinfection system to specially address microbial and other organic contaminants in the source water.

The GR/RS/SW Co. Joint Powers Water Board works around the clock to provide and maintain a safe and dependable water supply. We ask that all our customers help us protect our water sources, which are the heart of our community, our way of life and our children's future.

Additional copies of our Annual Drinking Water Quality Report may be obtained at City Hall, 212 D St., Rock Springs, WY or on our website, www.rswy.net.



The Water We Drink

Rock Springs Municipal Utility 212 D St.
Rock Springs, WY 82901

Annual Drinking Water
Quality Report
May 2018

The Rock Springs Municipal Utility is pleased to present this year's Annual Quality Report. This report is designed to inform you about the quality of water and services we deliver to our customers every day. It is our commitment and our goal to provide you a safe and dependable supply of drinking water. Our continued efforts are focused on optimizing the water treatment process, ensuring quality water and protecting our water resources. Our water source is surface water from the Green River.

We are pleased to report that your drinking water is safe and meets federal and state requirements. If you should have any questions regarding this report or concerns regarding your water utility, please contact Clint Zambai, Water Superintendent, at 352-1405, the Rock Springs Municipal Utility billing department at 352-1527 or David Latorre at the water treatment plant at 875-4317 Ext.225. We want our valued customers to be informed about their utility. If you want to learn more, please attend any of the regular City Council meetings, which are held on the first and third Tuesdays of each month or the Joint Powers Water Board meetings, which are held on the fourth Thursday of each month. All meetings are advertised for times and location.

Source Water Assessment Reports are available and can be obtained through WYDEQ on their internet site under Water Quality, Watershed Protection, Water Quality Assessment, Section 303(d). The files are in (PDF) and can be opened and read online or downloaded.

The water plant routinely monitors for constituents in your drinking water according to Federal and State laws. The following table shows the results of the monitoring for the period of January 1 to December 31, 2017. All drinking water, including bottled water, may be reasonably expected to contain at least small amounts of some constituents.

It is important to remember that the presence of these constituents does not necessarily pose a health risk.

In this table you will find many terms and abbreviations you might not be familiar with. To help you better understand these terms we've provided the following definitions:

Parts per million (ppm) or Milligrams per liter (mg/L) Represents the unit of measure for the concentration of a contaminant in water - one part per million corresponds to one minute in two (2) years, or one penny in \$10,000.

Parts per billion (ppb) or Micrograms per liter (ug/L) Represents the unit of measure for the concentration of a contaminant in water - one part per billion corresponds to one minute in 2,000 years, or a single penny in \$10,000,000.

picoCurie (pCi/L) a picocurie (one trillionth) of a Curie, is a unit of measurement used to measure the activity of radionuclide contaminants in drinking water. To put the relative size of one trillionth into perspective, consider that if the Earth were reduced to one trillionth of its diameter, the "picoEarth" would be smaller in diameter than a speck of dust. In fact, it would be six times smaller than the thickness of a human hair.

Nephelometric Turbidity Unit (NTU) - nephelometric turbidity unit is a measure of the clarity of water. Turbidity in excess of five (5) NTU is just noticeable to the average person.

Variances & Exemptions (V&E) - State or EPA permission not to meet an MCL or a treatment technique under certain conditions.

Action Level (AL) - the concentration of a contaminant, which, if exceeded, triggers treatment or other requirements which a water system must follow.

Treatment Technique (TT) - a treatment technique is a required process intended to reduce the level of a contaminant in drinking water.

Maximum Contaminant Level (MCL) - The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.

Maximum Contaminant Level Goal (MCLG) - The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.

Test Results

The Rock Springs Municipal Utility along with the Joint Powers Water Board tests for 76 bacteria/chemical contaminants in the water system, of these the only ones that are detectable are as follows:

Contaminant	Violation Y/N	Level Detected	Unit Measurement	MCLG	MCL	Likely Source of Contamination
Turbidity	Y	1.45 80.11%	NTU	N/A	TT	Soil runoff.
Nitrate as N	N	Non-Detect	ppm	10	10	Runoff from fertilizer use; leaching from septic tanks; sewage; erosion of natural deposits.
Acrylamide	N	0.000225	ppm	0	TT	Added to water during the treatment process.
Fluoride	N	0.2	ppm	4	4	Erosion of natural deposits; discharge from fertilizer and aluminum factories water additive which promotes strong teeth.
Total Organic Carbons (TOC) Actual % removed	N	Highest 57.14% Lowest 20.00% Ann. Avg. 37.88%		N/A	N/A	Trees, grass, animals and other carbon base life forms found in and around the water source.
Haloacetic acids (HAA-5s)	N	25.1	ppb	N/A	60 Ann Avg	Byproduct of drinking water disinfection.
Total Trihalomethanes (TTHMs)	N	43.5	ppb	N/A	80 Ann Avg	Byproduct of drinking water disinfection.
Lead-90th percentile, Based on 31 samples (28th highest value) Collected between June thru Aug 2016	N	7	ppb	N/A	AL=15 ppb	Corrosion of household plumbing systems, erosion of natural deposits. This sample was taken from a private residence on the system.
Copper-90th percentile, Based on 31 samples (28th highest value) Collected between June thru Aug 2016	N	.48	ppm	1.3ppm	AL=1.30 ppm	Corrosion of household plumbing systems, erosion of natural deposits. This sample was taken from a private residence on the system.
Radionuclides Gross Alpha 2/2017 Gross Beta 1/2017 Radium 228 2/2017 Uranium 1/2012	N N N N	1.8 0.7 0.1 2.5	pCi/L pCi/L pCi/L ppb	N/A	15 50 5 30	Erosion of natural deposits Erosion of natural deposits Erosion of natural deposits Naturally present in the environment

¹ Turbidity is reported as the highest single measurement and the lowest monthly percentage of samples meeting the turbidity limits specified for the filtration technology being used.

Turbidity has no health effects. However, turbidity can interfere with Disinfection and provide a medium for microbial growth. Turbidity may indicate the presence of disease-causing organisms. These organisms include bacteria, viruses, and parasites that can cause symptoms such as nausea, cramps, diarrhea and associated headaches.



04/09/18

RE: Request for Street Closure

Dear Madam or Sir:

Established on September 21, 2013, *The Mikey Thorpe Memorial Ride for Life* continues to strive to expand its offerings to the community. We hope that you will be able to take part in one or more of the exciting events that we are offering this year and experience firsthand the pride we take in supporting our cause.

It is our mission to assist terminally ill Wyoming children in completing their "Bucket Lists". In order to meet our mission, we rely on the generosity of individuals and businesses for support. Without the assistance of community-minded individuals just like you, we would not be able to continue our efforts each year.

We write to request the street closure on S. Main on May 12, 2018. We would like to close off from the coffee shop down past the American Legion (End of the Block). We understand that the Color Run has the street the same day but said they will be done about 1 pm. We would like to take over at that time for the ending of our poker run and the remainder of our activities until midnight. I apologize for such the short notice as our original date for our event was scheduled for July 7, 2018. However, due to very special circumstances with our child's health we had to move the event up to make sure we can grant this child's last wish before his passing. Your generosity will make a difference in our community by allowing us to continue in our work.

If you have any questions please do not hesitate to contact me at the number below. Thank you in advance for your support!

Sincerely,

A handwritten signature in purple ink that reads "Hollie Batey".

Hollie Batey

Founder

Mikey Thorpe Memorial Ride for Life

Mikey Thorpe Memorial Ride For Life

410 Agate • Rock Springs, WY 82901 • 307-389-2033



**6th Annual
Mikey Thorpe Memorial
Ride 4 Life**



**THE AMAZING
RACE**



**For a cure
Poker Run**



Raffles

May 12, 2018

**Door
Prizes**

**Live Auction
Begins at 5:30 pm**



**American Legion
551 Broadway**

**Rock Springs, WY 82901
11 am-5pm**

**Dinner @ 5 pm
\$7.00 Per Plate**



This is 7 year old Triton from Hudson, WY., Triton has relapse of Rhabdomyosarcoma. Triton loves the color red, wants to go the monster trucks, Speedway Races, become a police officer, go horseback riding, whitewater rafting and so many more things. Please come out and support us and help us make all these little guys wishes come true while we can! Please contact us if you have any questions or can help make some of his wish list come true! 307-389-2033



14 Stops, Complete The Challenges to get your next Clue



Mystery Run????

CLUB 307

1430 9th St
Rock Springs, WY 82901

April 3, 2018

To Whom It May Concern;

On May 26, 2018, I am requesting to have my liquor license used for a wedding in Green River at Expedition Island at the pavilion. The hours we want to have it transferred for are from 0700 to 2359 for the event.

Should you have any questions, please contact me directly at piperwhisky@hotmail.com or 307-389-1565.

Sincerely,



Frank Lew

Owner

3/28/18

To Chief for Review



APPLICATION FOR 24 HR MALT BEVERAGE OR LIQUOR CATERING PERMIT

Permit Time: 5pm-midnightName of Event: POWER OF THE PURSEPermit Date(s): 05.10.51/2018 to 05.10.51/2018 Times of Event: 5pm to MIDNIGHTNo. of Days Permitted: ONE Fee per day: \$75.00 Total Fee: 7500Applicant: SANTA FE TRAIL INC D/B/A: SANTA FE SOUTHWEST GRILLContact Person: CATHY WITT Phone: (307) 389-1188Company Location: 1635 ELK ST City: ROCK SPRINGS State: WY Zip: 82901Mailing Address: SAME City: _____ State: _____ Zip: _____Business Phone: (307) 362-5427 Email address: cwitt1954@gmail.comLocation of Event/Sales: 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
SHANE M PATTERSON	12/17/71	604 GOBEL ST RS WY 82901	(307) 389-6722	9 YRS	49%	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
CORY GARDNER	9/11/73	3614 BRICKYARD RS WY 82901	389 6767	9 YRS	49%	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
MICKY PATTERSON	10/21/50	1753 WALNUT ST RS WY 82901	389 6371	9 YRS	1%	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
GORDON M PATTERSON	8/29/50	1753 WALNUT ST RS WY 82901	389 5483	9 YRS	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 (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 26th day of March, 2018.

[Signature]
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

[Signature]
Law Enforcement Review Signature

4/2/18
Date

Comments: Security Detail in place.

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

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

March 26, 2018

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

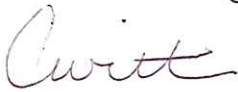
Re: Catering Permit

Mayor Demshar and Rock Springs City Council,

Santa Fe Southwest Grill respectfully requests a Catering Permit for The Power of the Purse event to be held on May 5, 2018 at the Events Complex.

Donald Munez, Holden Munez, Mike McKenzie, Eric Mckenzie and Jeremy Domiz will provide security.

With Kind Regards,

A handwritten signature in cursive script, appearing to read "Cathy Witt".

Cathy Witt

Enclosure: Check

75⁰⁰
cash
in vault



APPLICATION FOR 24 HR MALT BEVERAGE
OR LIQUOR CATERING PERMIT

Permit Time: 5p-12a

Name of Event: A night of Rock-n-Roll

Permit Date(s): 4/28/2018 to 4/29/2018 Times of Event: 5:00pm to 12:00am

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

Applicant: Samantha Newman D/B/A: Melody of Mayhem Pro.

Contact Person: Samantha Newman Phone: (307) 389-7737

Company Location: _____ City: _____ State: _____ Zip: _____

Mailing Address: 825 Burr Dr City: RS State: WY Zip: 82901

Business Phone: (____) _____ - _____ Email address: samanthanewman70@yahoo.com

Location of Event/Sales: 603 south main street RS, WY 82901

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
						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"/>
						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 melody of mayhem^{PRO} (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 office, or LLC/LLP member. & Samantha Newmeen

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 27 day of march, 2018.

Samantha Newmeen
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

[Signature]
Law Enforcement Review Signature

4/3/18
Date

Comments: Security Detail in place, ID scanners from the
RSPD will be used. Points of contact are Travis Kress
and Ron Aulger.

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



MELOPRO-02

SABROWN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/27/2018

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 728 Main St Evanston, WY 82930	CONTACT NAME: Samantha Brown		
	PHONE (A/C, No, Ext): (307) 288-1066	FAX (A/C, No):	
	E-MAIL ADDRESS: sbrown@weres.com		
INSURED Melody Productions, LLC 3480 County Road 212 Fort Bridger, WY 82933	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : United States Liability Insurance Company		25895
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

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	X		CL1860524	04/28/2018	04/30/2018	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 \$ 1,000,000
							PRODUCTS - COMP/OP AGG \$
							\$
	<input type="checkbox"/> AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N	N/A					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)
Fax: (888) 503-3192

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

03/28/2018

Samantha Newman

Melody of Mayhem Productions

(307)389-7737



To whom it may concern,

Melody of Mayhem Productions will be promoting a rock concert the night of April 28th, 2018 at the Bunning Hall Freight Station. This is an all ages event, and alcoholic beverages will be available for anyone who is over the age of 21.

To ensure we are taking the right precautions to make sure underage drinking does not happen at this event, people will be using the ID scanners at the door and banding people of the appropriate age, also they will be putting X's on the hands of anyone underage.

Melody of Mayhem Productions is also providing security to watch everyone at this event, and make sure no one is drinking that shouldn't be. They also will be making sure that no one is causing problems at the event, and if they are they will be removed from the premises immediately.

If you have any questions or concerns, please feel free to contact me at any time. I will be more than happy to talk to you! Thank you so much for taking the time out of your day to read this security letter, have a wonderful day!

Thank you,

Samantha Newman

To chief for:
review
4/5/18

March 29, 2018

July 7, 2018,
On May 12th Lyncaj, Inc. dba Bomber's Sports Bar is having a charity event; Kick Stand. We will be serving outside of the building below our desk in the lower courtyard. There will be several security guards outside as well as inside.

Sincerely,



Daryl Fellbaum

Owner

307-382-6400
307-389-4500

time - 11 AM - 12 AM

Parking

Building

$X = \text{security guards}$

check 12
valet 4/6/18

To Chief for Review



APPLICATION FOR 24 HR MALT BEVERAGE
OR LIQUOR CATERING PERMIT

Permit Time: 5:30p - 12:00a

Name of Event: AMERICAN LEGION BASEBALL

Permit Date(s): 04/27/2018 to 04/27/2018 Times of Event: 5:30P to MIDNIGHT

No. of Days Permitted: 7500 Fee per day: \$75.00 Total Fee: 7500

Applicant: SANTA FE TRAIL INC D/B/A: SANTA FE SOUTHWEST GRILL

Contact Person: CATHY WITT Phone: (307) 389-1188

Company Location: 1635 ELK ST City: ROCK SPRINGS State: WY Zip: 82901

Mailing Address: SAME City: _____ State: _____ Zip: _____

Business Phone: (307) 362-5427 Email address: CWitt1954@gmail.com

Location of Event/Sales: SCM PARISH CENTER

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
SHANE M. PATTERSON	12/17/71	604 GORBEL ST RS WY 82901	(207) 389-6122	9 YRS	49%	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
CORY BRONER	9/11/73	3014 BRICKYARD RS WY 82901	389-6161	9 YRS	49%	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
MICHA PATTERSON	6/21/58	1793 WALNUT ST RS WY 82901	389-6371	9 YRS	1%	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
GORDON M. PATTERSON	8/29/57	1753 WALNUT ST RS WY 82901	389-1543	9 YRS	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 (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 APRIL, 2018

[Signature]
Applicant Signature

[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

[Signature]
Law Enforcement Review Signature

4/6/18
Date

Comments: Security Detail in Place.

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: 4/6/2018

To: Rock Springs City Council

From: Mike Kiggins

Ref: Security for the base ball banquet

Honorable Mayor and Council

I, Mike Kiggins, with Kiggins Safety & Security will be providing security for the baseball at the parish center on April 27th 2018

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

Thank you

Michael Kiggins



APPLICATION FOR 24 HR MALT BEVERAGE
OR LIQUOR CATERING PERMIT

Permit Time: 9am - 11pm

Name of Event: Ride For Life
Permit Date(s): 5/12/2018 to 5/12/2018 Times of Event: 9 AM to 11 PM
No. of Days Permitted: 1 Fee per day: \$75.00 Total Fee: 75⁰⁰
Applicant: Black Rock, Inc. D/B/A: 24 Hour C-STORE
Contact Person: Tim Self Phone: (307) 389-6186
Company Location: 1704 Elk St City: Rock Springs State: WY Zip: 82901
Mailing Address: _____ City: _____ State: _____ Zip: _____
Business Phone: (307) 362-8711 Email address: tsself@wyoming.com
Location of Event/Sales: 543 Broadway Old Legion

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
Suzen Fellbaum	11-8-52	903 Wilamette Rock Springs, WY	362-6141	25	36 2/3 %	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
TIM Self	6-28-58	470 Yellowstone Rock Springs, WY	389-6186	10	36 2/3 %	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Kam Ghia Chen	3-12-67	829 Ferdinand Pl Scottsbluff, NE	308-631-3961	9	13 1/3 %	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Yin Chene Yin	11-11-64	1674 Sunset Rock Springs, WY	389-2206	9	13 1/3 %	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 Black Rock 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 10th day of April, 2018.

Tom Suf
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

[Signature]
Law Enforcement Review Signature

4/11/18
Date

Comments: Security Detail in place.

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

April 10th, 2018,

Honorable Mayor and City Council;

This letter is to inform you that the American Legion Archie Hay Post 24 Rented 543 Broadway to Hollie Batey, for the Annual Ride for Life on May 12th, 2018. The event will begin at 10:00am to midnight.

The American Legion Archie Hay Post 24, Sons of the American Legion and the American Legion Riders will be doing security, for this function.

Thank You for your time:

Commander: Mike Cooke

SAL Commander: Mike Tipton

Riders President: Grant Yaklich

check joint



APPLICATION FOR 24 HR MALT BEVERAGE
OR LIQUOR CATERING PERMIT

Permit Time: 4pm TO MIDNT.

Name of Event: NEW CATHOLIC ~~SCHOOL~~ Church BUILDING FUNDRAISER

Permit Date(s): 4/21/18 to 4/21/18 Times of Event: 4pm to MIDNT

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

Applicant: Lew's Inc D/B/A: Buddha's Liquor CATERING

Contact Person: WING LEW Phone: (307) 389-1309

Company Location: 1549 9th St City: Rock Springs State: WY Zip: 82901

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

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

Location of Event/Sales: SCM PARISH CENTER

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 WY 82901	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"/>

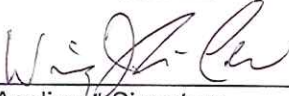
By filing this application, I agree to operate in Wyoming under the requirements of W.S.12-4-502 and all other applicable Wyoming laws and rules, and to file required sales tax reporting documents and taxes.

By signing this application, I acknowledge for _____ (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 office, 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 12th day of April, 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

4-13-18
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



City Council Agenda

Resolutions

pub
4/5/19

RESOLUTION NO. 2018- 54

A RESOLUTION ACCEPTING AND APPROVING A NATIONAL MUSEUM OF THE UNITED STATES AIR FORCE (NMUSAF) STATIC DISPLAY PROGRAM 2018 LOAN AGREEMENT, SDA0335 WITH THE UNITED STATES OF AMERICA, REPRESENTED BY THE NATIONAL MUSEUM OF THE UNITED STATES AIR FORCE (NMUSAF), AND THE CITY OF ROCK SPRINGS, AND AUTHORIZING AND DIRECTING CARL R. DEMSHAR, JR., AS MAYOR OF THE CITY OF ROCK SPRINGS, WYOMING, TO EXECUTE SAID LOAN AGREEMENT ON BEHALF OF THE CITY.

WHEREAS, the City of Rock Springs has been granted a loan of an F-101B(GF), 58-0312 aircraft from the federal government for display in Veteran's Park; and,

WHEREAS, the City must agree to the terms listed in the United States Air Force Static Display Program 2018 Loan Agreement, SDA0335 to secure said display; and,

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

Section 1. That the City hereby accepts and approves the terms of said United States Air Force Static Display Program 2018 Loan Agreement, SDA0335 for the period commencing April 1, 2018 and ending March 31, 2019, provided by the federal government, concerning the donation to the City of an F-101B(GF), 58-0312 aircraft.

Section 2. That the Mayor of the City of Rock Springs, be, and he is hereby, authorized, empowered and directed to execute said loan 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 loan agreement a certified copy of this resolution.

PASSED AND APPROVED this _____ day of _____, 2018.

President of the Council

Mayor

Attest:

City Clerk

**NATIONAL MUSEUM OF THE UNITED STATES AIR FORCE (NMUSAF)
STATIC DISPLAY LOAN PROGRAM**

2018 LOAN AGREEMENT, SDA0335

1.0. Parties. The United States of America or "the Government," represented by the National Museum of the United States Air Force (NMUSAF), and collectively referred to hereinafter as "the Lender," hereby establishes with the CITY OF ROCK SPRINGS, hereinafter called "the Borrower," incorporated and operating under the laws of the State/Country of WY and located at ROCK SPRINGS, a Loan Agreement hereinafter called "the Agreement" for U.S. Air Force (USAF) historical property. This Agreement is entered pursuant to Public Law 80-421 [10 United States Code (USC) §2572], and any amendments thereto, and is effective for the period commencing 1 April 2018 and ending 31 March 2019. This Agreement is not transferable.

2.0. Borrower Obligations/Costs. The Borrower has applied, in writing, for the loan of USAF historical property, and hereby agrees to be responsible for all arrangements and, in accordance with 10 USC §2572, is required to pay all costs, charges and expenses incident to the loan of this property, including, but not limited to, the cost of preparation, demilitarization, hazardous material removal, disassembly, packing, crating, handling, maintenance, repair, restoration, transportation and all other actions incidental to the use and/or movement of the loaned property to or from the Borrower's location.

3.0. Loaned Property. The NMUSAF shall loan to the Borrower the historical property identified in the inventory report, which has been included in the loan package and is incorporated into this Agreement by reference as if fully rewritten herein (hereinafter the "Property"). The Borrower accepts the Property on an "as is, where is" basis, and the Lender makes no warranties, expressed or implied, as to the Property's condition, fitness for any particular purpose, or other warranty of any kind.

4.0 Loan Conditions.

4.1. The Borrower agrees that the Property shall be used for static display purposes only. Loaned aerospace vehicles will not be flown or restored to flying condition under any circumstance, nor will they be licensed with the Federal Aviation Administration (FAA). The Borrower shall not remove any parts from loaned aircraft except as directed in paragraph 4.2. Relocation of the Property for temporary special events (parades, ceremonies, air shows, etc.) is not authorized under any circumstances. No decorations of any type, for any purpose (special event, seasonal display, ceremonies, etc.) are authorized to be displayed on any of the Property. The Property shall not be used in a manner that provides the appearance of endorsement by the USAF of any non-federal entity or political candidate, or the expression of a political viewpoint of any kind. The Property shall not be used for political purposes of any kind or as part of a political event, including, but not limited to, advertising or promotion of a political event, or as background for a political debate, speech or other political event.

4.2. The Borrower agrees to allow the Lender to remove parts from loaned aerospace vehicles for the NMUSAF or military requirements, upon written direction from the NMUSAF. Such parts are generally internal in nature and removal or replacement should not alter the external aesthetic appearance of the aerospace vehicle.

4.3. The Borrower shall not part with possession of the Property or any component of the Property in any manner to any third party either directly or indirectly. The Borrower shall not enter into any negotiations with a third party regarding any future disposition of the loaned material, in whole or in part.

an historical item of equal value to the satisfaction of the NMUSAF or require monetary reimbursement equaling the FRV. In the event of less than total loss to the Property, or any portion thereof, the Borrower agrees to repair/replace the damage to the Property to the satisfaction of the NMUSAF or reimburse the NMUSAF for the full value of the damage, as determined by the NMUSAF. The election of a remedy under this subparagraph is at the sole discretion of the NMUSAF. This subparagraph is not intended to waive or limit the Government's rights and remedies, legal or equitable, and the Government reserves all such rights and remedies.

9.6. The Borrower agrees to place the Property on exhibit within ninety (90) days from the date it takes physical custody, or as otherwise mutually agreed upon.

10.0. Borrowers Responsibilities.

10.1. The Borrower agrees to indemnify, hold harmless, and defend the Lender from and against all claims, demands, actions, liabilities, judgments, costs, and attorney's fees, arising out of, claimed on account of, or in any manner predicated upon personal injury, death, or property damage caused by or resulting from possession and/or use of the Property.

10.2. The Borrower agrees to report, as requested, to the Lender on the condition and location of the Property. Further, the Borrower agrees to allow authorized Department of Defense representatives access to the Borrower's records and facilities to assure accuracy of information provided by the Borrower and compliance with the terms of this Agreement.

10.3. The Borrower agrees to return said Property to the Lender on termination of this Agreement or earlier, if it is determined that the Property is no longer required, at no expense to the Lender. In the event of a partial termination, the Borrower agrees to the return of all items of the Property subject to the partial termination, at no expense to the Lender.

11.0. Initial Loan Agreement Requirements.

11.1. The Borrower agrees to furnish the Lender a CD/DVD containing digital images of the Property within fifteen (15) days of taking physical possession of the Property. The image file name must be the accession number for that item (e.g. SD-2000-0123.JPG). For aircraft and ballistic missiles, images will include views showing all external surfaces including tail number and all accessible interior areas including instrument panels, avionics racks and equipment, aircrew, passenger, cargo and payload compartments, wheel wells, and bomb bays. Digital images for all other artifacts will be of sufficient detail to ensure positive identification of each object.

11.2. The Borrower shall arrange insurance coverage for the Property on an all-risk, wall-to-wall basis, at a minimum, for an amount that equals the total agreed upon FRV for all items in the inventory report, plus any additional amount to cover the inventory that does not have an identified FRV, so long as the Property remains in its possession. The Borrower further agrees to furnish the Lender proof of said insurance. For Borrowers with private insurance coverage, proof shall constitute a copy of the insurance certificate from the commercial provider, noting any deductible, and showing coverage up to the FRV of the Property and any additional coverage for Property that does not have an FRV identified in the inventory report. For self-insured organizations, proof shall constitute a written and signed statement attesting to its ability to reimburse the Government for the FRV of the Property (as identified in the inventory report and/or as determined by the NMUSAF).

14.2. In accordance with Attachment 1, ("NMUSAF Loan and Static Display Programs' Instructions for Preparation and Maintenance of Aerospace Vehicles"), if radioactive items are determined to have been installed or reinstalled during later inspections, the Borrower will pay the cost of removal of the radioactive items and any decontamination required.

15.0. Loan Termination.

15.1. The Borrower agrees to return said property to the NMUSAF on termination of this Agreement or earlier, if it is determined that the property is no longer required, at no expense to the NMUSAF.

15.2. The failure of the Borrower to observe any of the conditions set forth in this Agreement and Attachments 1 and 2 thereto shall be sufficient cause for the Lender to terminate the loan and repossess the Property. Repossession of all or any part of the Property by the Lender shall be made at no cost to the Government; the Borrower shall be responsible for paying all maintenance, freight, storage, crating, handling, transportation and other costs or charges attributable to such repossession.

15.3. In the event the loan is terminated for any reason, the provisions of this Agreement will remain in effect until all of the Property, or in the event of a partial termination that portion of the Property at issue, has been relocated and in a condition that is satisfactory to the NMUSAF.

15.4. Termination of the loan and subsequent repossession of all or any part of the Property at the option of the Borrower shall require no less than thirty (30) days advance notice to the Lender in writing. This requirement may be waived by the Lender only through the provision of a written waiver to the Borrower prior to the return of the Property.

15.5. The Lender reserves the right not to renew this Agreement, in all or part, and to recall the Property if required by the Lender to meet the requirements of the NMUSAF, Wright-Patterson AFB, OH or for other military requirements. The Lender will provide a written thirty (30) day notice of intent to recall to the Borrower. In the event of recall, movement of the recalled Property from the Borrower's site will be accomplished at the Lender's expense.

16.0. Dispute Resolution. In the event a dispute arises between the parties over the terms and conditions of this Agreement reasonable attempts will be undertaken to resolve the matter through negotiation between the parties or persons appointed, in writing, by the parties. This Agreement shall be construed and interpreted in accordance with Federal law. If any provision herein is held unlawful or otherwise unenforceable by the Court any remaining provisions shall be considered divisible and remain in full force and effect. In the further event that negotiations fail to reach a resolution, the parties agree that the Federal District Court for the Southern District of Ohio, at Dayton, Ohio, will be the exclusive venue for resolving such disputes.

ATTACHMENT 1

NATIONAL MUSEUM OF THE UNITED STATES AIR FORCE (NMUSAF) LOAN AND STATIC DISPLAY PROGRAMS

INSTRUCTIONS FOR PREPARATION AND MAINTENANCE OF AEROSPACE VEHICLES

SECTION A - GENERAL

A. Information:

1. This instruction covers the requirements for the preparation and preservation of aerospace vehicles for static display by an organization borrowing an aerospace vehicle from the National Museum of the United States Air Force (NMUSAF).
2. These requirements are designed to return and/or maintain the aerospace vehicle in as near original configuration as possible and to render them suitable for display.
3. Generally, all reconditioning, repairing, and refinishing will be accomplished in accordance with current Air Force directives and instructions and in a manner that would not modify it in any way, thereby altering the original form, design, or the historical significance of, said property. Deviations from this standard must be requested in writing and approved by NMUSAF.

B. Security Requirements:

1. Aerospace vehicles on display and undergoing preparation for display shall be kept secure from unsupervised personnel. Aerospace vehicles will be maintained with sufficient security to ensure that it is protected from vandalism and theft or unauthorized removal of components.
2. Any theft or unauthorized removal of components shall be immediately reported to the local law enforcement agency and by the next working day to NMUSAF. This must be followed by a report of the investigation of the incident within 30 days.
3. All canopies, doors, access hatches, and access plates, except for one entrance door, will be permanently sealed shut by any of the following methods to prevent unauthorized entry:
 - a. Bolting through the hatch to internal crossbars placed across the opening. These can be fabricated from sturdy steel strapping or channel iron.
 - b. Riveting the door securely to the jamb section.
 - c. Attaching hasps internally and securing with inside padlock.

3. Check and remove corrosion. Repaint to standard configuration.
4. Check all tires for excessive wear and adjust pressure as required.
5. Secure all retractable landing gear in the down position with positive locking devices.

C. Prepare Hydraulic Systems:

Clean all exposed finished surfaces of actuating rods, hydraulic cylinders, locks, and valves. Other hydraulic equipment will be cleaned and coated with corrosion preventative compound.

D. Prepare Electronic Systems:

Leave all electronic equipment that is not reclaimed installed on the aerospace vehicle. Stow all connectors from equipment that has been removed.

E. Prepare Airframe:

1. Check airframe for corrosion and treat affected areas.
2. Clean all debris and foreign material from interior of fuselage.
3. Check airframe for external damage and repair.
4. Cover all openings that will allow the entrance of water or other foreign matter that may have a corrosive or other deteriorating effect. Use standard covers if available, or suitable substitutes. Additional protection may be incorporated for aerospace vehicles displayed outside.
5. Check all fuselage, wing, and empennage drain holes for obstructions. Aerospace vehicles displayed outside may necessitate additional drain holes to ensure proper drainage. Drain holes should be periodically probed to ensure they are not obstructed. Inspect for water trapped in lower portions of fuselage. If water is present, comply with instructions contained in applicable technical order for removal and correction.
6. Clean and treat lavatory and relief facilities (if applicable).
7. Check all astrodomes and plastic panels for crazing and damage. Repair and/or replace as necessary. Clean all plastic panels thoroughly with soap and water.

F. Prepare Control Surfaces:

1. Check all metal control surfaces for corrosion and treat-affected areas.
2. Check all control surfaces for external damage and repair areas as necessary.
3. Inspect all fabric-covered control surfaces, repair or re-cover as necessary.

ATTACHMENT 2

NATIONAL MUSEUM OF THE UNITED STATES AIR FORCE (NMUSAF) LOAN AND STATIC DISPLAY PROGRAMS

INSTRUCTIONS FOR THE CARE OF ARTIFACTS

A. Information:

1. These general guidelines are provided to fulfill the NMUSAF's obligation to ensure the preservation of the collection and to define the responsibilities of organizations that retain historical property for display.

2. Under normal circumstances, artifacts will not be made available from the NMUSAF unless the basic measures for preservation and conservation have already been accomplished. However, regardless of the state of preservation at the time of receipt, an assessment must be made and all appropriate measures taken to ensure continued preservation of historical property. All items must be properly prepared for exhibition, placed in a safe environment and inspected periodically.

B. General Guidelines for Artifacts:

1. All artifacts must be protected from harmful exposure and maintained in a stable environment. Preservative treatments and mounting techniques will vary with each item depending on its material(s), condition and display method. The following are some general guidelines:

a. When displaying an artifact never modify it in such a way as to alter or compromise its integrity, authenticity or uniqueness. Retain its natural characteristics.

b. Provide appropriate physical security against vandalism or theft through the use of locked or sealed display cases. The artifact's intrinsic value should determine the security measures required.

c. Good housekeeping and environmental control are essential for the long term care of museum artifacts.

2. Contact the NMUSAF Conservator for guidance if needed.

C. Damage Threats to Artifacts: The threats of damage or deterioration to artifacts generally come from four sources:

paper. Well padded hangers should be used if textiles are hung for display. Storage on shelves shall be loose with no piling or stacking of artifacts and all shelving covered with acid free tissue. If shelving is wood, it shall be sealed to deter transfer of acid from wood to artifacts. Cabinets are preferable to open storage as they discourage theft, dust and insect problems.

F. Handling: Wear cotton, nitrile or latex gloves while handling artifacts. Two hands should be used to handle or carry artifacts to reduce risk of dropping. Carry only one artifact at a time. Do not carry or lift artifacts by handles or weakest point.

G. Display: Displaying an artifact can be very detrimental if not done properly. Cases should be designed to incorporate UF-3 or UF-5 Plexiglas to shield artifacts from UV light. Cases should be ventilated to allow air exchange and openings filtered to prevent entry of insects. All interior surfaces of wooden cases should be properly sealed. All artifacts should be buffered from acidic display materials. Never alter an artifact to fit a case or to facilitate mounting. Use mannequins that do not place undue stress on uniforms. Do not force garments on to mannequins. Keep cases clean and place them in areas away from direct sun and extremes in temperature and humidity.

H. Shipping: Damage to artifacts can occur during shipping. Use appropriate packing materials to protect the artifact during transit. Consult the NMUSAF to arrange shipping.

STATIC DISPLAY LOAN RENEWAL PACKAGE

RETURN CHECKLIST

- ☐ Signed/dated Loan Agreement. Return entire document excluding Attachment 1&2.
-Loan Agreement must be signed by an individual authorized to obligate the organization/municipality/county.
- ☐ Signed/dated Inventory Report.
- ☐ Updated Point of Contact Information Sheet.
-Do not retype this sheet.
- ☐ Compact Disc (CD) of photographs of each item on loan.
-Photographs will show the entire item (left and right side). Additional photographs should be detailed enough to show the condition and tail number of the airframe.
-DO NOT send printed photos, flash drives, movies, PowerPoints, etc. . .
-Ensure the photos have been saved to the CD.
- ☐ Proof of insurance to include name of carrier, limits of liability, and period of coverage (copy of binder).
-For self-insured organizations, proof shall constitute a signed and dated statement, on official letterhead, attesting to the ability to reimburse for full replacement value.

DUE TO EMAIL RESTRICTIONS THE LOAN RENEWAL PACKAGE MUST BE RETURNED THROUGH THE MAIL TO THE FOLLOWING ADDRESS:

NATIONAL MUSEUM OF THE USAF/MUC
ATTN: MELISSA SHAW
1100 SPAATZ ST
WRIGHT-PATTERSON AFB OH 45433

SUSPENSE DATE 31 MARCH 2018

INSTRUCTIONS FOR COMPLETING THE STATIC DISPLAY LOAN RENEWAL PACKAGE

1. LOAN AGREEMENT: Review, sign and date the Acceptance Statement located on page six of the loan agreement. The Loan Agreement must be signed by the individual authorized to obligate the organization.

NOTE: No changes are authorized to be made to the Loan Agreement. Any changes made will automatically void the Agreement. Return the entire document, excluding Attachments 1&2.

2. INVENTORY REPORT: Complete a physical inspection of each item, verifying the nomenclature against the attached inventory report. Please annotate any discrepancies such as additions (munitions that are attached to the aerospace vehicles), shortages, damage or deterioration. Upon completion of the physical inspection, sign and date the Certification Statement at the bottom of the inventory.

3. POINT OF CONTACT INFORMATION SHEET: Review the Point of Contact Information sheet and make pen and ink changes only to correct the information, **do not retype**. Explanations of several items on the Point of Contact Information Sheet are listed below:

- The Historical Property Custodian: The individual authorized to obligate the organization is the Historical Property Custodian (no exceptions).
- Primary Point of Contact, Title Primary Point of Contact & Primary Phone Number: This is the individual that you want to receive any correspondence from the National Museum of the USAF and can answer any questions in reference to the items on loan. This individual may be different from the Historical Property Custodian.
- Email Address: This is the email address for all correspondence.

4. PHOTO REQUIREMENT: Provide a CD containing current digital images saved in JPG format. No hard copies, flash drives, videos, movies, PowerPoints, etc.

Images must contain:

- General view of the **whole aircraft/missile in its entirety, taken from both left and right sides** to include sufficient detail to show the overall condition and tail number for the airframe. No section or angle shots. Images for all other artifacts will be of sufficient detail to insure positive identification of each object.
- Any damage to the item (e.g. corrosion, insect/animal infestation, paint chipping or fading, broken or cracked canopies or windows). Provide both close up, detailed views and wide angle views (where appropriate).
- Any armaments or munitions attached to items on loan; images should show sufficient detail to ensure positive identification of each object (if applicable).
- If aircraft/missile has been reconfigured, a photograph of the sign is required. See paragraph 13 of the Loan Agreement for sign requirement.

5. INSURANCE: Provide proof of insurance to include name of carrier, limits of liability and period of coverage (copy of binder). For insurance purposes the Government appraised value of the item(s) on loan to your organization is noted on the inventory report in the column labeled "Value".

- For self-insured organizations, proof shall constitute of a written and signed statement attesting to ability to reimburse for full replacement value will be provided each year. **Document must be dated.**

6. RETURN CHECK LIST: Complete return check list.

2018 POINT OF CONTACT INFORMATION SHEET

ACCOUNT NUMBER	SDA0335
CITY/ORGANIZATION NAME	CITY OF ROCK SPRINGS
MAILING ADDRESS	212 D ST
CITY	ROCK SPRINGS
STATE/COUNTRY	WY
ZIP CODE	82901
PHYSICAL LOCATION OF ITEM	Veterans Park
HISTORICAL PROPERTY CUSTODIAN	HONORABLE CARL DEMSHAR, JR.
TITLE, HISTORICAL PROPERTY CUSTODIAN	MAYOR OF ROCK SPRINGS
PRIMARY POINT OF CONTACT	MS. LISA M. TARUFFEL <i>Mr. Matthew L. McBurnett</i>
TITLE PRIMARY POINT OF CONTACT	ADMINISTRATIVE SERVICES DIRECTOR
PRIMARY PHONE NUMBER	307-352-1510
ALTERNATE PHONE NUMBER	307-352-1500
PRIMARY FAX NUMBER	307-352-1516
EMAIL ADDRESS	carl_demshar@rswy.net

NATIONAL MUSEUM OF THE U.S. AIR FORCE

RCS: HAF-HO(A) 8801

Loan Account Number SDA0335

26-Dec-17

ACCESSION #	NOMENCLATURE	VOUCHER #
SD-2000-0076	AIRCRAFT, F-101B(GF), 58-0312	SD2002-335

I certify that the above listed items shown on Pages 1 through 1
have been accounted for with any discrepancies so noted.

Signature: _____
(Historical Property Custodian) (Date)

Typed or Printed Name

Typed or Printed Title

2018
4/12/18

RESOLUTION NO. 2018 - 55

A RESOLUTION TO REQUEST A PUBLIC PARTICIPATION PLAN FROM THE WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY TO ALLOW PUBLIC REVIEW AND COMMENT RELATING TO LANDS WITHIN THE CITY OF ROCK SPRINGS AFFECTED BY PETROLEUM AND HYDROCARBON CONTAMINATION.

WHEREAS, Wyoming Statute § 35-11-1604 allows any interested party, including the governing body of a local government, to request a public participation plan to allow public review and comment regarding efforts to safely and efficiently reach decisions about cleanup of contaminated sites affecting the City; and,

WHEREAS, the City of Rock Springs has received notice and a request from James and Lisa Sheesley for the City of Rock Springs to request a Public Participation Plan relating to lands within the corporate limits of the City of Rock Springs affected by petroleum and hydrocarbon contamination in soil and groundwater; and,

WHEREAS, the Governing Body of the City of Rock Springs has reviewed the request from Lisa and James Sheesley, and the notice from Phillips 66 Company, attached hereto and by this reference specifically made a part hereof; and,

WHEREAS, the Governing Body of the City of Rock Springs finds that it is in the best interests of the City of Rock Springs and its Citizens that the City of Rock Springs request a Public Participation Plan.

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

Section 1. That the request from James and Lisa Sheesley to request a Public Participation Plan relating to lands within the corporate limits of the City of Rock Springs affected by petroleum and hydrocarbon contamination in soil and groundwater, is hereby accepted and approved by the City of Rock Springs, Wyoming.

Section 2. That the City of Rock Springs hereby requests said Public Participation Plan and authorizes the City Clerk of said City to transmit this Resolution and the attached notice to the Wyoming Department of Environmental Quality to serve as the City's formal request for said plan.

PASSED AND APPROVED this _____ day of _____, 2018.

President of the Council

Mayor

Attest:

City Clerk

James and Lisa Sheesley

4088 Springs DR, Rock Springs, WY | 307-389-7844 | lsheesley@rocketmail.com - copy in

3/16/18

Luke Esch
Administrator Solid and Hazardous Waste Division
DEQ
200 West 17th Street 2nd Floor, Cheyenne WY 82002

Dear Luke Esch:

As per the letter we received from Phillip 66 concerning the remediation process for Springs DR cleanup .
We are requesting a public participation plan. See attached document with interested party's signatures.

Sincerely,

Jim and Lisa Sheesley

2018
9/11/18

RESOLUTION NO. 2018- 56

A RESOLUTION ACCEPTING AND APPROVING THE 2018 WILDLAND FIRE MANAGEMENT ANNUAL OPERATING PLAN, AND AUTHORIZING CARL R. DEMSHAR AS MAYOR OF THE CITY OF ROCK SPRINGS TO EXECUTE SAID PLAN ON BEHALF OF THE CITY OF ROCK SPRINGS.

WHEREAS, the 2018 Wildland Fire Management Annual Operating Plan has been prepared pursuant to the Wyoming Interagency Cooperative Fire Management Agreement and presented to the City of Rock Springs for its review and approval; 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 the public health and safety of its citizens that the City enter into an interagency agreement to address issues affecting cooperation, interagency working relationships and protocols, financial arrangements, and joint activities with respect to wildland fire management; and,

WHEREAS, the 2018 Wildland Fire Management Annual Operating Plan details operating procedures applicable across the State and to the district within which the City of Rock Springs is located; and,

WHEREAS, the Governing Body of the City of Rock Springs has the 2018 Wildland Fire Management Annual Operating Plan 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 2018 Wildland Fire Management Annual Operating Plan, attached hereto and by this reference specifically 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 Wildland Fire Management Annual Operating Plan 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 Annual Operating Plan a certified copy of this resolution.

PASSED AND APPROVED this _____ day of _____, 2018.

President of the Council

Mayor

Attest:

City Clerk

2018 WILDLAND FIRE MANAGEMENT ANNUAL OPERATING PLAN

PREAMBLE

This operating plan is prepared pursuant to the Wyoming Interagency Cooperative Fire Management Agreement USDA Forest Service 11-FI-11020000-020, USDI Bureau of Land Management BLM-MOU-WY-930-1202, USDI National Park Service 12491200001, USDI Bureau of Indian Affairs A12MA00028 and the USDI Fish and Wildlife Service 14-48-FF06R03000-12-K001.

PURPOSE

This is a Sub-Geographic Area Annual Operating Plan (AOP) meant to address issues affecting cooperation, interagency working relationships and protocols, financial arrangements, and joint activities across the State of Wyoming. The AOP details operating procedures applicable across the State and those applicable to specific districts. Procedures applicable to specific districts are included in Attachments A, B, C, D, and E, which are incorporated herein by this reference. Signatories to this AOP agree to the procedures applicable across the State and to those applicable to their specific district.

RECITALS

National Response Framework activities will be accomplished utilizing established dispatch coordination concepts. Situation and damage assessment information will be transmitted through established fire suppression intelligence channels.

Jurisdictional Entities are responsible for all planning documents i.e. land use, resource and fire management plans and decision support documents, for a unit's wildland fire and fuels management program.

Protecting Entities implement the actions documented and directed by the appropriate planning documents and decision support documents for initial and extended attack on wildfire incidents. They provide the supervision and support including operational oversight, direction and logistical support to Incident Management Teams.

INTERAGENCY COOPERATION

Interagency Dispatch Centers:

The entities agree to participate in the neighborhood dispatch system. The Entities give authority to the interagency dispatch center to provide the services requested in support of the appropriate center's charter and operating plan. Interagency Dispatch Centers will work together to ensure a positive communication flow and closest available resources will be utilized within capability. For specifics, see individual district attachments.

Mobilization Process for State and County Resources:

When resources, statused in ROSS, are ordered from their local dispatch center for initial attack, it is their responsibility to notify their respective Interagency Dispatch Center of their assignment. It is also their responsibility to notify the respective Interagency Center when they return home.

Standards:

Firefighter Qualifications:

1. Qualifications for local resources utilized for fire suppression within that respective county will meet local standards.
2. Except for County to County resources, all resources ordered through an interagency dispatch center will meet NWCG 310-1 standards. Certification for positions above single resource boss excluding HMGB is the responsibility of Wyoming State Forestry Division.

All Federal agencies will ensure the following minimum required elements are included in the agreement:

1. Local fire department personnel responding to incidents on Federal lands must:
 - a. Be 18 years of age or older
 - b. Have and use the required personal protective equipment (PPE) found in the Interagency Standards for Fire and Fire Aviation Operations ("Red Book" Ch.7);
 - c. Have a basic level of wildland fire training. The National Wildfire Coordinating Group (NWCG) course S-190 and S-130 are recommended, both courses can be modified to fit local needs.
2. Pre-identified incident communication protocols will be established and followed (e.g. frequencies plans, points of contact, and interoperable radio hardware).
3. The Incident Command System (ICS) will be used to manage all incidents.

The minimum elements are critical to ensure safe and effective response to wildfires. While on a Federal incident, local fire department leadership is responsible to only deploy personnel that are in compliance with these minimum elements.

PREPAREDNESS

Protection Areas and Boundaries:

If applicable, each entity will provide a Protection Area Map to be included in district specific attachments.

WSFD:

WSFD shall assume cost of its non-aviation related resources such as overhead, Smokebusters (WHCC), engines, or personnel for a maximum of 24 hours following the initial dispatch to the fire. This shall not be construed as automatic 24 hour dispatch. Any deviation or variation will be at the discretion of the WSFD Fire Duty Officer or their designee. An exception to the 24 hour reciprocal period is the Wyoming State Helitack, provisions are as follows:

1. For all dispatches: WSFD will assume the cost of the aircraft daily availability.
2. To promote safe and aggressive initial attack, fires on all jurisdictions that pose an imminent threat to State and/or Private lands: WSFD shall assume all associated costs of the Wyoming State Helitack for a full operational period to be determined by the WSFD Fire Duty Officer. Federal/other out of state personnel assigned to the Helitack may still be billed to the incident during this time.
3. Fires on Federal lands or those fires that pose no imminent threat to State and/or Private land, WSFD shall seek reimbursement for all costs associated with the Wyoming State Helitack with the exception of the aircraft daily availability.
4. Rates for the Helicopter and supporting costs shall be distributed upon execution of the contract.

Agreements/MOUs for Fire Suppression Responsibilities:

Agreements/MOUs between entities establishing fire suppression responsibilities will be recognized by this Annual Operating Plan. Entities providing this protection may represent the interest of the jurisdictional entity whose lands are being protected. Unless specified otherwise, the lands protected under Agreement/MOU will be afforded the same conditions/terms as the protecting entity's lands (i.e. mutual aid periods, etc.). All signatories to this Annual Operating Plan will be notified, in writing, of changes or modifications to fire suppression responsibilities by the entity providing protection at the time of an approved Agreement/MOU.

Joint Projects and Project Plans:

On fires that threaten, or involve, the Wildland Urban Interface, the County's Community Wildfire Protection Plan should be referred to for suppression priorities and other information that could prove beneficial to the suppression efforts.

Fire Prevention/Education/Mitigation:

The Entities agree to cooperate in the development and implementation of fire prevention/education/mitigation programs. Entities will collaborate on ways to prevent unwanted wildfires. This program will have an overarching goal of lessening the risk of wildfire impacts to the public and private land and structures especially in the WUI.

Fire Restrictions:

Fire Restrictions and/or Closures will be communicated and coordinated between the Entities to include initiating, implementing, and lifting.

Prescribed Fire (Planned Ignitions) and Fuels Management:

1. Fuels management and prescribed fire projects will be coordinated with the Entities to this agreement.
2. Wildland fires(s) resulting from escaped prescribed fires at the direction or under the supervision of one of the Entities to this agreement shall be the responsibility of that Entity. All suppression costs exclusive of reciprocal periods shall be borne by the responsible Entity. The responsible agency on federal lands shall be the jurisdictional agency. An Entity may take appropriate suppression action when lands under its protection responsibility are involved in or threatened by the fire. Such suppression action may be taken on its own initiative or at the request of the responsible Entity. An Entity may take appropriate suppression action, at the request of the responsible Entity, when lands under its protection are not involved in or threatened by the fire. The responsible Entity shall reimburse the other Entity for all suppression costs incurred in accordance with this clause.
3. Escaped prescribed fires ignited by individual(s) not party to this agreement will be considered as wildland fires requiring suppression action under the terms and conditions of this agreement.

4. Entities agree to share and reimburse, according to the rates established in the Wyoming Wildland Fire Resource Mobilization Guide for resources used on prescribed fire projects, based on availability, qualifications, and need. For Forest Service prescribed fire projects, a separate agreement will be executed.

Smoke Management:

Within their authorities, the Parties to this Agreement agree to cooperate in smoke management efforts. The Wyoming Department of Environmental Quality, Air Quality Division, Smoke Management Program has access to the Wyoming State Forestry Division Wildfire Reporting Program and will assist in the coordination of smoke management within the state in support of the Wyoming Air Quality Standards & Regulations Chapter 10, Section 4, Smoke Management Requirements.

OPERATIONS

Fire Notifications and Reporting:

All fires and initial action on or near land under the protection of an Entity to this agreement and all initial action will be reported as soon as possible to the protecting Entity through the appropriate Interagency Dispatch Center and further instructions agreed upon. The appropriate Interagency Dispatch Center will in turn, notify the appropriate Entity of all fires within their respective fire District boundaries.

Initial Attack:

If one or more Entities to this agreement arrive on initial attack, the first Entity on the scene will assume command or turn command over to another Entity if they have more qualified supervisory personnel. Once protection responsibilities are established, the protecting Entity will either assume command or request a supporting Entity to do so.

Independent Action on Lands Protected by Another Entity:

Nothing herein shall prohibit any Entity, on its own initiative, with notification and coordination with the protecting Entity and without requesting reimbursement from going upon lands known to be protected by another Entity to engage in suppression of wildland fires, when such fires are a threat to lands within that Entity's protection responsibility.

Special Management Considerations:

Heavy Equipment

Heavy equipment will not be used on any lands without authorization and approval by the land use owner/entity.

Use of Aerial Retardant on Federal Lands

Pursuant to agency policy, each federal management unit has identified areas where aerial retardant may not be applied, unless a decision by the Incident Commander determines that human life or safety is threatened and retardant will mitigate that threat. These areas are identified on a map for each unit and may include areas within 300 feet of waterways (streams and lakes); where threatened, endangered, or sensitive species habitat occurs that could be impacted by retardant; and/or where cultural resources exist that have been identified for exclusion from retardant. If retardant is applied in these areas, the agency administrator must be notified for reporting requirements to be met.

Special Lands Designations

On Wilderness lands (Congressional Designated, Wilderness Study Areas, and Recommended/Proposed/Potential Wilderness), and Areas of Critical Concerns (BLM) special tactics must be used. No motorized equipment may be used without proper approval including chainsaws, portable pumps and helicopter landings. Minimum Impact Suppression Tactics (MIST) will be utilized in order to minimize adverse impacts of management actions. Fire management resources will be advised of this and briefed on MIST. Sage Grouse – General Habitat, Priority Habitat and Sagebrush Focal Areas are identified as high value areas to protect from disturbances from wildfires. Aggressive actions and coordination will be taken on all wildfire incidents with these identified areas.

Decision Process:

Escaped Fires or Fires Threatening Other Jurisdictions

Field personnel, involved in fire suppression action, will contact the other protecting Entities as soon as possible after a fire escapes or threatens to escape initial attack near intermingled ownership (defined as different ownership within 1 mile of the fire or it is anticipated that other ownerships may be involved) and a Unit Administrator Group (see Glossary) will be assembled by the initial attack Entity to represent the jurisdictional Entities involved with that fire. For a list of the designated representatives for creating a unit administrator group, see the directory in (Attachment A, B, C, D, and E)

1. Guidelines for assembling the Unit Administrator Group:

- a. A wildland fire that escapes initial attack or threatens other jurisdictions.
- b. The fire is to be determined at a Type III or higher complexity level.
- c. Containment is not anticipated before the next burning period.

2. The Unit Administrator Group's functions is:

- a. To participate in development and approval of wildfire decision documents for managing a fire incident.
- b. To recommend to the appropriate Line Officer(s) the level at which the incident should be managed.
- c. To prepare a Delegation of Authority for Line Officer(s) signature.
- d. To act as the representative for the respective Entity.
- e. To develop incident management objectives and agree on management actions needed.
- f. To initiate a written cost share agreement for Line Officer(s) approval with signatures prior to the end of the fire. (See Example in Wyoming Wildland Fire Resource Mobilization Guide)
- g. To agree to all expenditures whenever the suppression plan must be modified including mop-up, rehab and patrol after demobilization of the fire.
 - 1) The Incident Commander/Unified Command will provide the Unit Administrator Group with an estimated fire cost daily.
 - 2) The Incident Commander/Unified Command and the Unit Administrator Group will reach mutual agreement when the fire situation is such that the group can be demobilized.

Delegation of Authority:

It is recognized that initial attack and rapidly expanding incidents often involve multi-jurisdictions. Determining the appropriate jurisdictions and obtaining delegations of authority in an efficient and effective manner is often difficult and may be further hampered by the remoteness of incidents in relationship to Entities having authority and jurisdictional responsibility.

The Entities which are party to the Annual Operating Plan agree that initial attack delegation will be valid until a qualified incident commander from the entity having jurisdiction is on scene, or a revised or updated incident specific delegation of authority is signed. The Incident Commander being delegated authority should be confirmed through the dispatch log for that position from the Interagency Dispatch Center. Incidents that have been declared as exceeding initial attack and transition to extended attack should have an incident specific delegation of authority in place as soon as possible.

Preservation of Evidence/Fire Cause Determination:

Each Entity is responsible for investigating and taking appropriate law enforcement action for all fires on lands under their jurisdiction. The initial attack Incident Commander will take all responsible precautions to preserve evidence found.

Entities shall render mutual assistance in investigation and law enforcement activities and in court prosecutions to the fullest extent possible. Each Entity shall be responsible for fire-related law enforcement activities on wildfires that originate on their respective lands. To the extent permitted by Federal and State law, the protecting Entity will provide investigation files relative to the fire to the Jurisdictional Entity for legal action and/or prosecution.

USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES

Cost Share Agreement: See Wyoming Wildland Fire Resource Mobilization Guide

In situations where an incident encompasses land under the protection or jurisdictional responsibility of more than one Entity, a cost share agreement will be initiated as soon as possible prior to containment.

When fires are managed for multiple management objectives, a cost share agreement will be negotiated on a case by case basis.

Where agreement cannot be reached regarding incident strategies, tactics or costs, the discussion will be elevated to the next level of Entity administrators representing each Entity.

For incidents that go beyond the reciprocal period (mutual aid) it should be noted in the Cost Share Agreement that reciprocal (mutual aid) period will not apply; all costs will begin at the start of the incident, unless otherwise specified by an individual district attachment. (i.e. For the sake of this cost share agreement, all cost will be collected from the beginning of the incident and no mutual aid period will apply.)

Private Lands:

The protection of privately owned land and structures are the responsibility of the local Entity that has jurisdiction for the private property.

Federal Lands w/Private Structures:

The protection of privately owned structures on federal lands are the responsibility of the local Entity that has jurisdiction for the private structures. Structure protection responsibilities of the local Entity include actions taken directly on the structure or the immediate area surrounding

structure. The federal agencies will be responsible for keeping the fire from reaching the structures within the scope of agency policy and guidelines.

Entities that elect not to suppress an ignition with intent to manage the fire for resource benefits are responsible for the cost associated with that fire. This includes the cost of protecting private land, structures and infrastructure, as well as other State and Federal managed lands, unless negotiated with the other affected jurisdictions. For incidents that have an initial response objective of protection (suppression) and it is later determined that there is also an opportunity to effectively manage a portion of the incident for resource benefit objectives, Entities should follow the standard cost share principles and many need to develop additional cost share agreements based on changes in the situation and objectives.

The local Entity is responsible for developing structure protection plans and coordinating with the incident management team to implement the plan. This could include the local Entity preparing the plan themselves or working with the incident management team to obtain resources to prepare and implement the plan. The local Entity is responsible for determining any actions to be applied directly to a structure such as wrapping; applying foam, fire gels, or other retardants; sprinkler on roofs, etc.

State Trust Lands w/Private Structures:

The protection of privately owned structures on state trust lands are the responsibility of the local fire service Entity that has jurisdiction for the private structures. Structure protection responsibilities of the local fire service Entity include actions taken directly on the structure of the immediate area surrounding structure. Wyoming State Forestry Division will be responsible for costs associated with keeping the fire from reaching the structures.

Training:

The Entities party to this agreement will coordinate wildland fire training locally, within the county, state and the Geographic Area.

Communication Systems:

Communication frequencies to be used for initial attack are included in each district's attachment.

All Entities will utilize the current year Standard Air to Ground naming convention adopted by the National Interagency Incident Communication Division.

All Entities to this agreement give permission for the use of their respective entities radio frequencies for emergency use only.

Aviation Operations:

1. Aerial resources may be used with prior approval of the jurisdictional Entity unless otherwise specified under "Special Management Considerations" of this plan.
2. Aerial resources will be paid for by the requesting Entity if prior approval has not been obtained.
3. Air to air and air to ground frequencies with designated ground contacts need to be established with dispatch.
4. Aviation use will be requested through the appropriate interagency dispatch center.

Billing Procedures:

- a. **Federal Billings:** Federal Agencies will not bill each other for fire suppression. See sub-paragraph d under this section for State and County billings.
- b. When non-federal resources respond to non-federal incidents outside the State of Wyoming, bill should be submitted to the jurisdictional agency where an existing payment mechanism has been implemented. If an agreement and payment mechanism do not exist, bill should be submitted to the appropriate USDA Forest Service, Rocky Mountain Region, or Intermountain Region.

Wyoming State Forestry Division will coordinate resources, audit bills for services, and forward all completed bills for services to the Forest Service under these qualifying conditions:

- I. When non-federal resources respond to incidents which are outside the State of Wyoming but are within USDA Forest Service Jurisdiction.
- II. When the USDA Forest Service is the Lead Agency for Payment.

All completed bills then be sent to the Forest Service at the address listed below.

USDA Forest Service, Rocky Mountain Region
Attn: Incident Business – Regional Budget Office
1617 Cole Boulevard, Building 17
Lakewood, CO 80401-3305

USDA Forest Service, Intermountain Region
Attn: Incident Business – Regional Budget Office
324 25th Street
Ogden, UT 84401

- c. When non-federal resources respond outside the State of Wyoming to incidents that are under US DOI Jurisdiction or where the US DOI is the Lead Agency for Payment, Wyoming State Forestry Division will coordinate resources, audit bills for services, and forward all completed bills for services to the appropriate DOI Agency at the address listed below in sub-paragraph d.
- d. **State and County Billings:** When State or County resources are used and the fire management activity is within the State of Wyoming, the State or County will bill the protecting host unit.

When the State is the jurisdictional Agency, the Federal Agencies will submit their individual billings to the State and the State will reimburse each individual Agency. When the County is the jurisdictional entity, the Federal Agencies will submit their individual billings to the County and the County will reimburse each individual Agency.

Payment for Wyoming State/County resources will be made direct to the appropriate State/County identified in the billing. The State will coordinate billing questions or disputes with the appropriate County.

Billing Addresses: All bills for services provided to the Wyoming State Forestry Division or to Counties will be mailed to addresses identified in the Appropriate Annual Operating Plans or as listed below:

All bills for services provided to Wyoming State Forestry Division will be mailed to:

Wyoming State Forestry Division
Headquarters Office
5500 Bishop Blvd.
Cheyenne, WY 82002

All bills for services provided to a County in Wyoming:

Refer to the Wyoming Wildland Fire Resource Mobilization Guide on the following website for the County are you to bill: <http://wsfd.wyo.gov/fire-management/fire-business>

All bills for services provided to the Bureau of Reclamation will be mailed to:

Ben Woolf
Group Chief, Lands
Provo Area Office
302 East 1860 South
Provo, UT 84606

All bills for services provided to the Rocky Mountain Region – Forest Service will be mailed to:

USDA Forest Service, Rocky Mountain Region
Attn: Incident Business – Regional Budget Office
1617 Cole Boulevard, Building 17
Lakewood, CO 80401-3305

All bills for services provided to the Intermountain Region – Forest Service will be mailed to:

USDA Forest Service, Intermountain Region
Attn: Incident Business – Regional Budget Office
324 25th Street
Ogden, UT 84401

All bills for services provided to the DOI Department of Interior/BLM will be mailed to:

BLM Wyoming State office
Attn: Fire Program Analyst
PO Box 1828
5353 Yellowstone Road
Cheyenne, WY 82009

All bills for services provided to the DOI Department of Interior/NPS Intermountain Region will be mailed to:

NPS – Intermountain Region
Attn: Fire Budget Analyst
12795 W. Alameda Parkway
Lakewood, CO 80228

All bills for services provided to the DOI Department of Interior/BIA will be mailed to:

Bureau of Indian Affairs – Rocky Mountain Region
Branch of Fire & Forestry
Attn: Budget Analyst
2021 4th Avenue North
Billings, MT 59101

All bills for services provided to the DOI Department of Interior/FWS will be mailed to:

US Fish & Wildlife Service
Mountain Prairie Region 6
134 Union Blvd, Suite 300
Lakewood, CO 80226

The non-federal Entities of Wyoming are cooperators, not contractors. Rates established in the annual Wyoming Fire Mobilization Plan or Mini Fire Mobilization Plan for Wyoming Firefighters Pay Plan and Equipment Use Rates have been agreed upon and accepted by all Entities. Emergency Equipment Rental Agreements will only be executed for equipment not listed in above.

The Jurisdictional Entity is not obligated to reimburse the Supporting Entity for costs incurred during the Reciprocal (Mutual Aid) period unless otherwise specified in a cost share agreement.

Fire Numbers: Entities will share their respective individual fire numbers for cross referencing purposes.

Billing Estimates/Time Frames: On fires where costs are incurred pursuant to the terms of this agreement, the billing Entity shall submit a bill or estimate for reimbursement as soon as possible, but not later than 120 days after the fire is controlled. If the total cost is not known at the time of initial billing, a partial bill, so identified, may be submitted. A final bill, so identified, will be issued within 270 days after control of the fire.

Billing deadlines set forth herein are intended merely to encourage prompt billing, and failure to meet billing deadlines shall not be construed as a release or waiver of claims for reimbursement against the other Entity.

For obligation purposes, the Federal Entities will submit unpaid obligational figures to the non-federal Entities by May 15. The non-federal Entities will submit unpaid

obligational figures to the appropriate federal Entity by September 15 for the previous federal fiscal year.

After the final billing has been sent and additional costs are identified, a supplemental billing may be issued if agreeable to applicable Entities.

Billing Content: A separate bill will be submitted for each fire. Bills or State Form WSFD-41, Exhibit B Invoice Form for Wyoming Firefighters and Equipment (WSFD-41) will be summarized by major categories. Bills or WSFD-41 will include incident name, location, accounting code, jurisdictional unit, incident number, appropriate resource order number, inclusive dates, and will be supported by originals or copies of the following:

Fire Time Reports, OF-288
Summary of travel charges
Equipment Use Invoice and Daily Shift Tickets
Credit card bill, list of purchases
Cost Share Agreement, when applicable
Copy of Resource Order

For out of state resources used on state or private land incidents, their bills will be sent to the address below. Wyoming State Forestry Division will either make payment or forward the bill to the appropriate Entity for payment.

Shielah Esterholdt
Wyoming State Forestry Division
5500 Bishop Blvd.
Cheyenne, WY 82002

INCIDENTS OUTSIDE OF THE STATE OF WYOMING:

Any time non-federal Entity resources respond outside of the State of Wyoming, all bills for services will be sent to the address below, where they will be audited and forwarded on as appropriate. Wyoming State Forestry Division (WSFD) will coordinate resources, audit bills for services, and forward all completed bills for services (Exhibit B's) on to the US Forest Service, Rocky Mountain Regional Incident Business – Regional Budget Office

Shielah Esterholdt
Wyoming State Forestry Division
5500 Bishop Blvd.
Cheyenne, WY 82002

Payment Due Dates: All bills will have a payment due date 30 days after the date of issuance. If payment cannot be made before the 30 days expire, then a 30-day extension, with oral or written justification, may be requested. Voucher difference statements will accompany any payment made that is different than the amount billed.

Disputed Billings: Written notice that a bill is contested will be mailed to the billing agency within 30 days of issuance of the final bill, and will fully explain the area of dispute. Contested items will be resolved within the designated waiver period.

Fire Cost Meeting: The Entities that are party to the cost share agreement will gather their suppression costs and meet to discuss these costs. Contested items will be resolved by signature parties if consensus cannot be reached, these costs will be elevated to the next higher level of management for resolution. After costs for fire suppression have been agreed upon then a bill will be issued to the owing party.

All supporting Entities are subject to examination and audit for 3 years after final payment.

In order to receive EFT payments, Wyoming counties shall register in SAM, www.sam.gov, and follow the instructions on line.

Cost Recovery:

The Authorized Representatives of affected Entities will attempt to reach mutual agreement, as soon as possible after a fire start, on the strategy that will be used to recover suppression costs and damages from the individuals liable for such costs and damages. Such strategy may alter interagency billing procedures, timing and content as otherwise provided in this Agreement. Any Entity may independently pursue civil actions against individuals to recover suppression costs and damages. In those cases where costs have been recovered from an individual, reimbursement of initial attack, as well as suppression costs to the extent included in the recovery, will be made to the Entity taking reciprocal action.

GENERAL PROVISIONS

Personnel Policy:

Employees of the Entities to this Agreement shall be subject to the personnel rules, law and regulations of their respective Entity, unless they are employed temporarily by another Entity to this Agreement and the authority under which such temporary employment is authorized

provides that such employees shall be subject to the employing Entity's personnel laws and regulations.

Modifications:

Modifications within the scope of this Agreement shall be made by mutual consent of the Entities, by the issuance of a written modification request with a minimum of 20 day notice, signed and dated by all Entities, prior to any changes being performed. No Entity is obligated to fund any changes not properly approved in advance.

Annual Review:

This Annual Operating Plan is reviewed annually. Wyoming State Forestry Division will be the lead Entity responsible for preparing the plan.

Duration of Agreement:

This Annual Operating Plan remains in effect until superseded. This plan becomes effective on the date signed by each Entity. It may be terminated upon 20 days written notice to all Entities.

Sovereign Immunity:

The parties do not waive sovereign immunity by entering into this Agreement and specifically retain immunity and all defenses available to them pursuant to State and Federal law.

ATTACHMENT D - DISTRICT 4

This Plan is between the USDI Bureau of Land Management (BLM) BLM-MOU-WY930-1202, Wyoming State Forestry Division (WSFD) 18-FI-11040300-019, USDA Forest Service (USFS) 11-FI-11020000-020, USDI National Park Service (NPS) 12491200001, USDI Fish & Wildlife Service (USFWS) 14-48-FF06R03000-12-K001,USDI Bureau of Indian Affairs (BIA) A12MA00028 South Lincoln County Fire District, Bear River Fire District, Upper Valley Fire District, Alpine Fire District, Lincoln County 18-FI-11040300-063, Sublette County 18-FI-11040300-064, City of Rock Springs, Sweetwater County Fire District #1, Eden-Farson Fire District, Town of Granger, Town of Wamsutter, Sweetwater County 18-FI-11040100-001, Teton Village Special Fire District, Teton County 18-FI-11040300-065, Uinta County Fire Protection & Emergency Services Joint Powers Board and Uinta County 18-FI-11041914-041.

Interagency Dispatch Centers:

1. For initial dispatch

Lincoln Co. - in the southern 2/3 of the county, fires on State, Private, BLM, and USFWS ownership will use Casper Interagency Dispatch Center as the dispatch contact. For fires on USFS and NPS ownership, Teton Interagency Dispatch Center will be used. In the northern 1/3 of the county (Star Valley), fires on all ownerships will use Teton Interagency Dispatch Center. On multi-jurisdictional fires and incidents with poor radio communications the Incident Commander, in coordination /agreement with the dispatch centers and appropriate Duty Officers, will determine which dispatch center will be used based on acceptable radio communications. All responding units will be informed on which dispatch center is being used along with assigned frequencies for the incident. The responsible Agencies dispatch center will be updated on the progress and any significant events when a different dispatch center is providing support to an incident.

Sublette Co. - for interagency fires within Sublette County, either Teton Interagency Dispatch Center or Casper Interagency Dispatch Center will be used as dispatch contact. Fires will be dispatched according to dispatch center boundaries. On multi-jurisdictional fires and incidents with poor radio communications the Incident Commander, in coordination/agreement with the dispatch centers and appropriate Duty Officers, will determine which dispatch center will be used based on acceptable radio communications. All responding units will be informed on which dispatch center is being used along with assigned frequencies for the incident. The responsible Agencies dispatch center will be updated on the progress and any significant events when a different dispatch center is providing support to an incident.

For the reporting and assigning of the appropriate fire numbers on interagency fires within Sublette County, dispatch center boundaries will be the determining factor as to which dispatch center is responsible to do so.

Sweetwater Co. - on State, Private, BLM High Desert District, and USFWS ownership fires, Casper Interagency Dispatch Center will be used for the dispatch contact, on Wind River Bighorn Basin District BLM ownership fires, Cody Interagency Dispatch Center will be used. For fires on USFS ownership, Uinta Basin Interagency Fire Center will be used. On multi-jurisdictional fires the Incident Commander(s), in conjunction with the interagency dispatch center managers, will determine which dispatch center to use.

Teton Co. - for all interagency fires within Teton County, Teton Interagency Dispatch Center will be used for the dispatch contact. Communication frequencies to be used for initial attack will be according to the jurisdictional authority of the incident.

Uinta Co. - on State, Private, and BLM ownership fires, Casper Interagency Dispatch Center will be used for the dispatch contact. For fires on USFS ownership, Northern Utah Dispatch Center will be used. On multi-jurisdictional fires, the Incident Commander(s) in conjunction with the interagency dispatch center managers will determine which dispatch center to use.

PREPAREDNESS

Methods of Fire Protection and Suppression:

Reciprocal Fire Protection Services (Mutual Aid)

Lincoln Co.

1. The entire county is considered as a reciprocal protection zone with the exception of Bureau of Reclamation (BOR) lands. Initial Attack will be reimbursable on all BOR lands within Lincoln County.
2. Due to the ownership pattern and the response time, within the reciprocal fire protection zone, each Entity, with the exception of WSFD's 24 hours, shall assume its own full cost of expenditures for a maximum of 8 hours in the Star Valley area (defined as north of Township 29 North) and 24 hours in the rest of the county following the initial report of the fire. Costs incurred after the reciprocal fire protection period ends will be reimbursed by the protecting Entity. The protecting Entity will be determined as soon as possible. All fires will be reported to the protecting Entity.

3. Reciprocal protection is not construed as an automatic dispatch. Therefore, priority will be given to the release of a supporting Entity when it is mutually agreed upon by the initial attack IC that the fire situation is such that the protecting Entity's forces on the scene can adequately control the incident. Furthermore, within its capabilities, the protecting Entity will render support to the supporting Entity to include but not limited to food, water, and additional forces to expedite release of the supporting Entity in advance of the maximum reciprocal fire protection period.
4. Entities will notify the BOR Agency Administrator (as listed in Attachment 2) as soon as possible when Initial Attack is not sufficient to control a fire.

Sublette Co.

1. The entire county is considered as a reciprocal protection zone with the exception of Bureau of Reclamation (BOR) lands. Initial Attack will be reimbursable on all BOR lands within Sublette County.
2. Within the reciprocal fire protection zone, each Entity, with the exception of WSFD's 24 hours, shall assume its own full cost of expenditures for the first initial response operational period. Costs incurred after the first operational period will be reimbursed by the protecting Entity. An operational period begins at 0001 hours and terminates at 2400 hours. The protecting Entity will be determined as soon as possible and notified.
3. Reciprocal protection is not construed as an automatic dispatch for the operational period. Therefore, priority will be given to the release of a supporting Entity when it is mutually agreed upon by the initial attack IC that the fire situation is such that the protection Entity's forces on the scene can adequately control the incident. Furthermore, within its capabilities, the protecting Entity will render support to the supporting Entity to include but not limited to food, water, and additional forces to expedite release of the supporting Entity in advance of the maximum one operational period reciprocal fire protection.
4. Entities will notify the BOR Agency Administrator (as listed in Attachment 2) as soon as possible when Initial Attack is not sufficient to control a fire.

Sweetwater Co.

1. The entire county is considered as a reciprocal protection zone with the exception of Bureau of Reclamation (BOR) lands. Initial Attack will be reimbursable on all BOR lands within Sweetwater County.

2. Within the reciprocal fire protection zone, each Entity, with the exception of WSFD's 24 hours, shall assume its own full cost of expenditures for a maximum of 24 hours following the initial report of the fire to the jurisdictional Entity. Costs incurred after the reciprocal fire protection period ends will be reimbursed by the protecting Entity. The protecting Entity will be determined as soon as possible. All fires will be reported to the protecting Entity.
3. Reciprocal protection is not construed as an automatic 24 hour dispatch. Therefore, priority will be given to the release of a supporting Entity when it is mutually agreed upon by the initial attack IC that the fire situation is such that the protecting Entity's forces on the scene can adequately control the incident. Furthermore, within its capabilities, the protecting Entity will render support to the supporting Entity to include but not limited to food, water, and additional forces to expedite release of the supporting Entity in advance of the maximum 24 hour reciprocal fire protection.
4. Entities will notify the BOR Agency Administrator (as listed in Attachment 2) as soon as possible when Initial Attack is not sufficient to control a fire.

Teton Co.

1. The entire county is considered as a reciprocal protection zone with the exception of Bureau of Reclamation (BOR) lands. Initial Attack will be reimbursable on all BOR lands within Teton County.
2. Within the reciprocal fire protection zone, each Entity, with the exception of WSFD's 24 hours, shall assume its own full cost of expenditures for the first initial response operational period. Costs incurred after the first operational period will be reimbursed by the protecting Entity. An operational period begins at 0001 hours and terminates at 2400 hours. The protecting Entity will be determined as soon as possible and notified.
3. Reciprocal protection is not construed as an automatic dispatch for the operational period. Therefore, priority will be given to the release of a supporting Entity when it is mutually agreed upon by the initial attack IC that the fire situation is such that the protecting Entity's forces on the scene can adequately control the incident. Furthermore, within its capabilities, the protecting Entity will render support to the supporting Entity to include but not limited to food, water, and additional forces to expedite release of the supporting Entity in advance of the maximum one operational period reciprocal fire protection.
4. Entities will notify the BOR Agency Administrator (as listed in Attachment 2) as soon as possible when Initial Attack is not sufficient to control a fire.

Uinta Co.

1. The entire county is considered as a reciprocal protection zone.
2. Within the reciprocal fire protection zone, each Entity, with the exception of WSFD's 24 hours, shall assume its own full cost of expenditures for a maximum of 24 hours following the initial report of the fire to the jurisdictional Entity. Costs incurred after the reciprocal fire protection period ends will be reimbursed by the protecting Entity. The protecting Entity will be determined as soon as possible. All fires will be reported to the protecting Entity.
3. Reciprocal protection is not construed as an automatic 24 hour dispatch. Therefore, priority will be given to the release of a supporting Entity when it is mutually agreed upon by the initial attack IC that the fire situation is such that the protecting Entity's forces on the scene can adequately control the incident. Furthermore, within its capabilities, the protecting Entity will render support to the supporting Entity to include but not limited to food, water, and additional forces to expedite release of the supporting Entity in advance of the maximum 24 hour reciprocal fire protection.
4. Entities will notify the BOR Agency Administrator (as listed in Attachment 2) as soon as possible when Initial Attack is not sufficient to control a fire.

Bureau of Reclamation

For all wildfires on BOR administered land, bills should go to the BOR point of contact.

State Parks

For all wildfires on State Parks administered land, bills should go to the Agency with surface jurisdiction.

OPERATIONS

Special Management Considerations:

Federal Lands (BLM, USFS, NPS, USF&WS)

The intent of these considerations is to provide guidance to initial responders regarding federal lands. In particular they are aimed at non-federal responders that may not be familiar with this management direction. These considerations may be modified if a decision by the initial attack Incident Commander determines that human life or safety is imminently threatened.

Heavy Equipment: Use of a dozer, road patrol, or grader is not authorized for suppression except in situations when the Field Manager/District Ranger/Project Leader/Park Superintendent, (in coordination with Duty Officer or designated official) provides verbal consent. This will be followed by written documentation to the Incident Commander. Within USFS wilderness lands, heavy equipment requires Regional Forester Approval. All vehicles must remain on roads until a Resource Advisor arrives on scene to provide site specific guidance.

Wildland Urban Interface Protection

The operational role of federal and State agencies as partners in the wildland urban interface is wildland firefighting, hazard fuels reduction, cooperative prevention/education/mitigation, and technical assistance. Any fire service entity or resource may take action to prevent a wildland fire from reaching a structure, depending upon the location of the wildland fire and the chosen management strategy. Structural fire suppression is the responsibility of tribal or local governments. State and federal agencies may assist with exterior structural protection activities within the limits of their agencies policies. During wildfire incidents, development and implementation of structure protection plans and coordination with an Incident Management Team is a responsibility of the structure protection entity. Structure protection tasks may be delegated to an incident management team at the discretion of the responsible jurisdiction. The protection of privately owned structures on private or public (Federal or State) lands are the responsibility of the Agency or fire service entity that has jurisdiction for protecting the structure unless stipulated otherwise by agreements (e.g. - Special Use Permits). Structural fire suppression is the responsibility of local fire service Entities. Keeping an approaching wildfire from reaching a structure may be the responsibility of any of the parties to this agreement depending upon the location of the wildfire, ownership of the structure, and the chosen management strategy.

Indirect Cost Rates – Cooperative Fire Protection:

When indirect cost rates are applied to Federal reimbursements, specifically from the U.S. Forest Service, the Parties agree to the following:

If the payment recipient has never received or does not currently have a negotiated indirect cost rate, they are eligible for a de minimis indirect cost rate up to 10% of Modified Total Direct Costs (MTDC). MTDC is defined as all salaries and wages, fringe benefits, materials and supplies, services, travel, and contracts up to the first \$25,000 of each contract.

1. For rates greater than 10%, the payment recipient shall provide either an applicable negotiated indirect cost rate agreement (NICRA) from a cognizant Federal agency, or an indirect cost rate summary in a format that clearly defines the indirect cost rate and MTDC.
2. The payment recipient shall maintain adequate documentation to support the methodology and computation of the indirect cost rate. Documentation must be made available to the Federal agency upon request.
3. Failure to provide adequate documentation supporting the indirect cost rate could result in disallowed costs and repayment to the Federal agency.
4. The Department identifies _ _ _ % as their Indirect Cost Rate for (calendar/fiscal) year 2018.

Entirety of Agreement:

This Agreement consisting of 55 pages, the current Wyoming Wildland Fire Resource Mobilization Guide, and interagency dispatch operating plans represents the entire and integrated Agreement between the Entities.

Authorized Representatives/Signatures:

By signature below, all signatories to this Annual Operating Plan certify that the individuals listed in this document are authorized to act in their respective areas for matters related to this Annual Operating Plan. By my signature below, I authorize my signature to be photocopied into each and all of the Annual Operating Fire Plans for the Wyoming Interagency Cooperative Fire Management Agreement.

I understand that my Entity will be provided a copy of the agreement with a photocopied signature page when the required signatures are obtained.

THE PARTIES HERETO, as evidenced by their authorized signature below, have executed, and thereby entered into, this agreement upon the date of the last signature below.

PREPARED AND APPROVED BY:

Lincoln County

Chairman, Lincoln County Commissioners
925 Sage Street, Kemmerer, WY 83101

(Printed Name)

Date

Lincoln County Fire Warden
P.O. Box 203, Cokeville, WY 83114

(Printed Name)

Date

Chairman, Alpine Fire District P.O. Box 3785, Alpine, WY 83128	(Printed Name)	Date
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Chairman, Bear River Fire District P.O. Box 99, Cokeville, WY 83114	(Printed Name)	Date
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Chairman, South Lincoln County Fire District P.O. Box 188, Kemmerer, WY 83101	(Printed Name)	Date
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Chairman, Upper Valley Fire District P.O. Box 546, Afton, WY 83110	(Printed Name)	Date
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Sublette County

Chairman, Sublette County Commissioners 21 South Tyler Avenue, Pinedale, WY 82941	(Printed Name)	Date
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Sublette County Fire Warden 130 South Fremont Avenue, Pinedale, WY 82941	(Printed Name)	Date
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Sweetwater County

Chairman, Sweetwater County Commissioners Courthouse, Green River, WY 82935	(Printed Name)	Date
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Sweetwater County Fire Warden 430 Blair Avenue, Rock Springs, WY 82901	(Printed Name)	Date
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Mayor, Town of Granger P.O. Box 42, Granger, WY 82934	(Printed Name)	Date
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Mayor, City of Rock Springs 212 D Street, Rock Springs, WY 82901	(Printed Name)	Date
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Mayor, Town of Wamsutter P.O. Box 6, Wamsutter, WY 82336	(Printed Name)	Date
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18-FI-11040300-019

Chairman, Eden-Farson Fire District P.O. Box 6, Farson, WY 82932	(Printed Name)	Date
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Chairman, Sweetwater County Fire District #1 3010 College Drive, Rock Springs, WY 82901	(Printed Name)	Date
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Fire Chief, Rock Springs Fire Department 600 College Drive, Rock Springs, WY 82901	(Printed Name)	Date
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Teton County

Chairman, Teton County Commissioners P.O. Box 1727, Jackson, WY 83001	(Printed Name)	Date
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Attest: Teton County Clerk P.O. Box 1727, Jackson, WY 83001	(Printed Name)	Date
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Teton County Fire Warden P.O. Box 901, Jackson, WY 83001	(Printed Name)	Date
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Chief, Teton Village Special Fire District P.O. Box 56, Teton Village, WY 83025	(Printed Name)	Date
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Uinta County

Chairman, Uinta County Commissioners 225 9 th Street, Evanston, WY 82930	(Printed Name)	Date
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Attest: Uinta County Clerk 225 9 th Street, Evanston, WY 82930	(Printed Name)	Date
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Uinta County Fire Warden P.O. Box 640, Evanston, WY 82931	(Printed Name)	Date
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President, Uinta County Rural Fire District 3301 County Road 165, Evanston, WY 82930	(Printed Name)	Date
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Chairman	(Printed Name)	Date
Uinta County Emergency Services Joint Powers Board		
P.O. Box 640, Evanston, WY 82931		

Bureau of Land Management

District Manager	(Printed Name)	Date
High Desert District Office, Bureau of Land Management		
280 Highway 191 North, Rock Springs, WY 82901		

District Manager	(Printed Name)	Date
Wind River/Big Horn Basin District Office, Bureau of Land Management		
P.O. Box 119, Worland, WY 82401		

United States Forest Service

Forest Supervisor, Ashley National Forest	(Printed Name)	Date
355 North Vernal Avenue, Vernal, UT 84078		

Forest Supervisor, Bridger-Teton National Forest	(Printed Name)	Date
P.O. Box 1888, Jackson, WY 83001		

Forest Supervisor, Caribou-Targhee National Forest	(Printed Name)	Date
1405 Hollipark Drive, Idaho Falls, ID 83401		

Forest Supervisor, Uinta-Wasatch-Cache National Forest	(Printed Name)	Date
857 West South Jordan Parkway, South Jordan, UT 84095		

National Park Service

Superintendent, Fossil Butte National Monument	(Printed Name)	Date
P.O. Box 592, Kemmerer, WY 83101		

Superintendent, Grand Teton National Park and the John D. Rockefeller Jr. Memorial Parkway	(Printed Name)	Date
P.O. Box 170, Moose, WY 83012		

18-FI-11040300-019

US Fish & Wildlife Service

Project Leader, National Elk Refuge	(Printed Name)	Date
P.O. Box 510, Jackson, WY 83001		

Project Leader	(Printed Name)	Date
Seedskaadee National Wildlife Refuge Complex, US Fish & Wildlife Service		
P.O. Box 700, Green River, WY 82935		

Wyoming State Forestry Division

District Forester, Wyoming State Forestry Division	(Printed Name)	Date
P.O. Box 1678, Pinedale, WY 82941		

18-FI-11040300-019

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ATTACHMENT 2

DIRECTORY

Listed below are the Entity representative for each Entity. For purpose of notification, request of assistance, approval of retardant or equipment use, and for representatives for the Unit Administrator Group use the call list which is arranged according to the order each Agency and County wants their representatives called. Each Entity representative will be responsible to follow the proper procedure for their Entity. The individuals listed below or their designee will represent the participating Entity when a Unit Administrator Group is needed.

BLM Lands - District Fire Management Officer/Field Office Manager or their designated representative.

State Lands - Assistant State Forester - Fire Management/District Forester/ or their designated representative.

National Forest Lands - District Ranger/Forest Supervisor or their designated representative.

BIA Lands - Fire Management Officer or their designated representative.

National Park Service Lands - Fire Management Officer/Chief Ranger or their designated representative.

U.S. Fish & Wildlife Service Lands – Project Leader or their designated representative.

Private Lands - County Commissioner, County Fire Warden or their designated representative.

BOR – Chief of Land Management.

Entity Representatives

Lincoln County

- | | | |
|----|---------------|--|
| a. | Kelly Hoffman | Lincoln County |
| b. | Brook Lee | Wyoming State Forestry Division |
| c. | Tobin Kelley | USFS, Bridger-Teton National Forest |
| d. | Mike Duran | Bear River Fire District |
| e. | Paul Dever | South Lincoln County Fire District |
| f. | Tom Koerner | Seedskaadee National Wildlife Refuge Complex |
| g. | Frank Keeler | BLM, High Desert District |
| h. | Rod Hillyard | Upper Valley Fire District |
| i. | Mike Vogt | Alpine Fire District |
| j. | Angela Wetz | Fossil Butte National Monument |
| k. | Ben Woolf | Bureau of Reclamation |

Sublette County

- | | | |
|----|--------------|-------------------------------------|
| a. | Shad Cooper | Sublette County |
| b. | Brook Lee | Wyoming State Forestry Division |
| c. | Tobin Kelley | USFS, Bridger-Teton National Forest |
| d. | Frank Keeler | BLM, High Desert District |
| e. | Ben Woolf | Bureau of Reclamation |

Sweetwater County

- | | | |
|----|-----------------|--|
| a. | Mike Bournazian | Sweetwater County |
| b. | Brook Lee | Wyoming State Forestry Division |
| c. | Joe Flores | USFS, Ashley National Forest |
| d. | Rick Skorecz | Eden-Farson Fire District |
| e. | Scott Kitchner | Sweetwater County Fire District #1 |
| f. | Jim Wamsley | City of Rock Springs |
| g. | John Mansir | Town of Granger |
| h. | Dustin Davis | Town of Wamsutter |
| i. | Tom Koerner | Seedskaadee National Wildlife Refuge Complex |
| j. | Frank Keeler | BLM, High Desert District |
| k. | Rich Zimmerlee | BLM, Wind River/Big Horn Basin District |
| l. | Ben Woolf | Bureau of Reclamation |

Teton County

- | | | |
|----|--------------|-------------------------------------|
| a. | Brady Hansen | Teton County |
| b. | Brook Lee | Wyoming State Forestry Division |
| c. | Tobin Kelley | USFS, Bridger-Teton National Forest |
| d. | Chip Collins | NPS Grand Teton National Park |
| e. | Steve Kallin | National Elk Refuge |
| f. | Kevin Salava | Teton Village Special Fire District |
| g. | Frank Keeler | BLM, High Desert District |
| h. | Ben Woolf | Bureau of Reclamation |

Uinta County

- | | | |
|----|--------------|---|
| a. | Eric Quinney | Uinta County |
| b. | Brook Lee | Wyoming State Forestry Division |
| c. | Rick Schuler | USFS, Uinta-Wasatch-Cache National Forest |
| d. | Frank Keeler | High Desert District, BLM |
| e. | Ben Woolf | Bureau of Reclamation |

CALL LIST

To report fires burning on private land or county land notify:

Lincoln County:

North Lincoln County Sheriff Dispatcher
(B) 911 or 307-885-5231

South Lincoln County Sheriff Dispatcher
(B) 911 or 307-877-3971 or 800-442-9001

Kelly Hoffman, County Fire Warden
(B) 307-279-3241 (H) 307-279-3625 (C) 307-270-8103

Sublette County:

Sublette County Sheriff Dispatcher
(B) 911 or 307-367-4378

Shad Cooper, County Fire Warden
(B) 307-367-4550 (C) 307-360-3110

John Ball, Deputy County Fire Warden
(B) 307-276-4883 (C) 307-260-8203 (T) 307-360-8180

Sweetwater County:

Sweetwater County Sheriff Dispatcher
(B) 911 or 307-872-6350 ext. 1

Mike Bournazian, County Fire Warden
(B) 307-922-5360 (C) 307-705-0154

TJ Hunt, Deputy County Fire Warden
(B) 307-922-5361 (C) 307-231-6555

Teton County:

Teton County Sheriff Dispatcher
(B) 911 or 307-733-2331

Brady Hansen, County Fire Warden
(B) 307-733-4732 (C) 307-699-8188

Mike Moyer, Deputy County Fire Warden
(B) 307-733-4732 (C) 307-413-4455

Uinta County:

Uinta County Sheriff Dispatcher
(B) 911 or 307-783-1000

Eric Quinney, County Fire Warden
(B) 307-789-8556 (C) 307-780-6954

Tim Overy, Deputy County Warden
(B) 307-789-3013 (C) 307-679-0667

To report fires burning on State of Wyoming land notify:

Brook Lee, District Forester
(B) 307-367-2119 (C) 307-749-7940 (H) 307-859-8334

Barry Tye, Assistant District Forester
(B) 307-787-6148 (C) 307-747-1020

Fire Duty Office
(B) 307-777-5566

Anthony Schultz, Fire Management Officer
(B) 307-777-3368 (C) 307-286-6315

To report fires burning on United States Forest Service land notify:

Ashley National Forest (Flaming Gorge):

Uintah Basin Interagency Fire Center 24 hour answering service June 1 to October 1
(B) 435-789-7021 24 hour service (C) 435-776-6695 Cheryl Nelsen
(C) 435-790-7087 Dirk Huber

Joe Flores, Forest FMO
(B) 435-781-5109 (C) 435-219-2896

Rowdy Muir, District Ranger
(B) 435-781-5258 (C) 435-790-7078

Lucus Santio, East Zone FMO
(B) 435-781-5144 (C) 435-790-4680

Nathan Shinkle, East Zone AFMO
(B) 435-781-5283 (C) 435-671-9374

Bridger-Teton National Forest:

Forest wide:

Teton Interagency Fire Center
(B) 307-739-3630

Tobin Kelley, Forest FMO
(B) 307-739-5576 (C) 307-413-2028 - main contact number

Mike Johnston, Forest AFMO
(B) 307-739-5581 (C) 307-413-2022 – main contact number

Lincoln County:

Kurt Thiel, Zone FMO
(B) 307-828-5112 (C) 307-413-2029

Eddie Taylor, Zone AFMO
(B) 307-828-5116 (C) 307-200-1767

Ben Banister, Fuels AFMO
(B) 307-828-5117 (C) 307-200-1762

Sublette County:

Paul Hutta, East Zone FMO
(B) 307-367-5735 (C) 307-413-0542 (H) 307-367-7197

Brian Nate, AFMO Operations
(B) 307-367-5720 (C) 208-221-6236

Paul Swenson, AFMO Fuels
(B) 307-367-5711 (C) 307-231-9180

Teton County:

Steve Markason, Zone FMO
(B) 307-739-5431 (C) 307-413-2032

Vacant, Zone AFMO
(B) 307-739-5418 (C) 307-413-2035

Andy Hall, Fuels AFMO
(B) 307-739-5425 (C) 307-699-4230

Uinta-Wasatch-Cache National Forest:

Northern Utah Dispatch Center
Business Office 801-495-7600

Ben Sanders, East Zone AFMO Evanston & Mountain View Ranger Districts
(B) 307-782-6555 (C) 541-520-1850

Robert Lamping, East Zone FMO Heber & Kamas Ranger Districts
(B) 435-654-7217 (C) 801-556-9294

To report fires burning on Bureau of Land Management land notify:

BLM High Desert District:

Casper Interagency Dispatch Center
(B) 800-295-9952 or 307-233-1140

Frank Keeler, FMO BLM High Desert District
(B) 307-352-0282 (C) 307-350-6994

Vacant, AFMO BLM High Desert District
(B) 307-352-0236 (C) 307-350-6996

Mike Wengert, Fuels AFMO BLM High Desert District
(B) 307-352-0217 (C) 307-250-3027

BLM Wind River Big Horn Basin District:

Cody Interagency Dispatch Center
(B) 800-295-9952 or 307-233-1140

Rich Zimmerlee, FMO BLM Wind River/Big Horn Basin District
(C) 307-921-2381

Aaron Thompson, AFMO Operations BLM Wind River/Big Horn Basin District
(B) 307-332-8472 (C) 307-330-6743

Rance Neighbors, AFMO Fuels BLM Wind River/Big Horn Basin District
(B) 307-347-5148 (C) 307-431-9878

To report fires burning on National Park Service land notify:

Grand Teton National Park/JDR Parkway:

Teton Interagency Dispatch Center
(B) 307-739-3630

Chip Collins, Park FMO
(B) 307-739-3310 (C) 307-690-4400

Bill Mayer, Park DFMO
(B) 307-739-3313 (C) 307-699-0139

Fossil Butte National Monument:

Teton Interagency Dispatch Center
(B) 307-739-3630

Angela Wetz, Superintendent
(B) 307-800-8402 (C) 307-220-1356 (H) 303-358-1518

To report fires burning on Cokeville Meadows National Wildlife Refuge notify:

Casper Interagency Dispatch Center
(B) 800-295-9952 or 307-233-1140

Tom Koerner, Project Leader
(B) 307-875-2187 x16 (C) 307-413-6149

Tracy Swenson, FMO
(B) 435-734-6449 (C) 435-740-0572

To report fires burning on National Elk Refuge land notify:

Teton Interagency Dispatch Center
(B) 307-739-3630

Bryan Yetter, Refuge Law Enforcement Officer
(B) 307-733-9212, ext. 1 (C) 307-690-9273

Steve Kallin, Project Leader
(B) 307-733-9212, ext. 2 (C) 307-690-0905

Cris Dippel, Deputy Project Leader
(B) 307-733-9212, ext. 3 (C) 307-203-6798

To report fires burning on Seedskadee National Wildlife Refuge notify:

Casper Interagency Dispatch Center
(B) 800-295-9952 or 307-233-1140

Tom Koerner, Project Leader
(B) 307-875-2187 x 16 (C) 307-413-6149

Tracy Swenson, FMO
(B) 435-734-6449 (C) 435-740-0572

To report fires burning on Bureau of Reclamation land notify:

Ben Woolf, Group Chief, Lands – BOR
(B) 801-379-1083 (C) 801-372-1465

Glossary of Terms

Term	Definition
Agency	An administrative division of a government with a specific function, or a non-governmental organization (e.g., private contractor, business, etc.) that offers a particular kind of assistance. A federal, tribal, state or local agency that has direct fire management or land management responsibilities or that has programs and activities that support fire management activities.
Agency Administrator	The official responsible for the management of a geographic unit or functional area. The managing officer of an agency, division thereof, or jurisdiction having statutory responsibility for incident mitigation and management. Examples: NPS Park Superintendent, BIA Agency Superintendent, USFS Forest Supervisor, BLM District Manager, FWS Refuge Manager, State Forest Officer, Tribal Chairperson, Fire Chief, Police Chief.
Area of Critical Environmental Concern (ACEC)	An area of public lands where special management attention is required to protect and prevent irreparable damage to important historic, cultural, or scenic values, fish, and wildlife resources, or other natural system or processes, or to protect life or provide safety from natural hazards.
BLM	Bureau of Land Management
BOR	Bureau of Reclamation
County and local fire service Entities	County Fire Organizations, City Fire Organizations, Joint Powers Boards, or Fire Protection Districts.
Entities (Entity)	All Federal agencies, Wyoming State Forestry Division, counties, fire districts and local fire service organizations having jurisdictional responsibility for land and resource management and protection.
Escaped Prescribed Fire	Prescribed fire that has exceeded or is expected to exceed prescription parameters or otherwise meets the criteria for conversion to wildfire. Criteria for conversion are specified in, "Interagency Prescribed Fire-Planning and Implementation Procedures Reference Guide."

Extended Attack	Actions taken on a wildfire that has exceeded the initial response.
Initial Attack (IA)	A preplanned response to a wildfire given the wildfire's potential. Initial attack may include size up, patrolling, monitoring, holding action or suppression.
Jurisdictional Entity	The Entity which has overall land and resource management, and/or protection responsibility as provided by Federal, State, or local law.
Line Officer	Managing officer, or designee, of the agency, division thereof, or jurisdiction having statutory responsibility for incident mitigation and management.
Prescribed Fire	Any fire intentionally ignited by management actions in accordance with applicable laws, policies, and regulations to meet specific objectives.
Protecting Entity	An entity responsible for providing direct incident management within a specific geographical area pursuant to its jurisdictional responsibility or as specified and provided by contract, cooperative agreement, etc.
Protection Area Maps	Official maps of the annual operating plans. Example: Maps showing protection area responsibilities.
Reciprocal Fire Protection	A Supporting Entity will take initial attack in support of the Protecting Entity. The Protecting Entity will not be required to reimburse the Supporting Entity for costs incurred following the initial dispatch of any ground resources to the fire for the duration of the reciprocal period as defined in this plan, not to exceed 24 hours.
Reimbursable Fire Protection	Fire suppression resources will be paid for by the requesting Protecting Entity per the conditions in the Wyoming Interagency Fire Management Agreement, Wyoming Interagency Cooperative Fire Management Agreement and this Annual Operating Plan.
Research Natural Area (RNA)	A physical or biological unit in which current natural conditions are maintained insofar as possible. These conditions are ordinarily achieved by allowing natural physical and biological processes to prevail without human intervention. However, under unusual circumstances, deliberate manipulation may be utilized to maintain the unique feature that the Research Natural Area was established to protect.

State Lands	All lands under the jurisdiction of the Board of Land Commissioners.
State Park Lands	All lands under the jurisdiction of Wyoming State Parks, Historic Sites & Trails.
Supporting Entity	An entity providing suppression or other support and resource assistance to a Protecting Entity.
Suppression	A wildfire response strategy to "put the fire out", as efficiently and effectively as possible, while providing for firefighter and public safety.
Unit Administrator Group	A group consisting of all Jurisdictional Entities, consisting of two or more individuals assigned administrative responsibilities, to make coordinating decisions and recommendations within the framework of the Annual Operating Plan.
Wildfire	An unplanned, unwanted wildland fire including unauthorized human-caused fires, escaped wildland fire use events, escaped prescribed fire projects, and all other wildland fires where the objective is to put the fire out.
Wildland Fire	Any non-structure fire that occurs in vegetation or natural fuels. Wildland fire includes prescribed fire and wildfire.
Wildland Fire (Unplanned Ignition)	Any non-structure fire, other than prescribed fire, that occurs in the wildland.
Wildland Fire Decision Support System (WFDSS)	The Wildland Fire Decision Support System (WFDSS) is a web-based decision support system that provides a single dynamic documentation system for use beginning at the time of discovery and concluding when the fire is declared out. WFDSS is the decision support documentation platform for all federal wildfires. WFDSS allows the Agency Administrator to describe and assess the fire Situation, develop Incident Objectives and Requirements, develop a Course of Action, evaluate Relative Risk, complete an Organization Assessment, document the Rationale and publish a Decision.
<u>Wildland Fire Situation Analysis (WFSA)</u>	A decision making process that evaluates alternative management strategies against selected safety, environmental, social, economical, political, and resource management objectives as selection criteria.

<p><u>Wilderness Study Area (WSA)</u></p>	<p>An area under study for possible inclusion as a Wilderness Area in the National Wilderness Preservation System. These areas are roadless, undeveloped, federal lands that retain their primeval character and influence, without permanent improvements or human habitation, and are managed to preserve their natural conditions.</p>
<p><u>Wildland Urban Interface (WUI)</u></p>	<p>The line, area, or zone where structures and other human development meet or intermingle with undeveloped wildland or vegetative fuels. Describes an area within or adjacent to private and public property where mitigation actions can prevent damage or loss from wildfire.</p>
<p>Wyoming Greater Sage-Grouse (GRSG) <i>*These terms and definitions were pulled directly out of the:</i> <u>Wyoming Greater Sage-Grouse RMP/LRMP Amendments</u></p>	<p><i>Core Habitat:</i> Sage-grouse core habitat (as defined in the WY EO 2015-4) is one of two components of Sage-grouse Priority Habitat Management Areas. Core habitats are state-designated areas identified as the most important for GRSG (Greater Sage-Grouse) and include breeding, late brood-rearing, winter concentration areas. It does not include known, migration or connectivity corridors. Sage-grouse core habitat plus connectivity habitat together make up Sage-grouse Priority Habitat Management Areas.</p> <p><i>General Habitat Management Areas:</i> Occupied (seasonal or year-round) habitat outside of priority habitat. These areas have been identified by the BLM in coordination with respective state wildlife agencies.</p> <p><i>Priority Habitat Management Area:</i> Sage-grouse priority habitats are areas that have the highest conservation value to maintaining or increasing Sage-grouse populations. These areas would include breeding, late brood-rearing, winter concentration areas, and where known, migration or connectivity corridors. Sage-grouse Priority Habitat Management Area includes core plus connectivity habitat.</p>

RESOLUTION NO. 2018- 57

A RESOLUTION ACCEPTING AND APPROVING A FIREWORKS PRODUCTION CONTRACT WITH FIREWORKS WEST INTERNATIONALE, INC., 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 CONTRACT ON BEHALF OF THE CITY.

WHEREAS, Fireworks West Internationale, Inc., has tendered to the City of Rock Springs, Wyoming, a Fireworks Production Contract for a fireworks production to be held on July 4, 2018; and,

WHEREAS, the Governing Body of the City of Rock Springs has reviewed said contract, 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 Fireworks Production Contract for a fireworks production to be held on July 4, 2018, with Fireworks West Internationale, Inc., 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 be, and he is hereby, authorized, empowered and directed to execute said contract on behalf of the City of Rock Springs, Wyoming; 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

FIREWORKS PRODUCTION CONTRACT

1. This Contract is entered into this _____ day of _____, 20____ by and between FIREWORKS WEST INTERNATIONALE, INC., designated as the "SELLER", and City of Rock Springs, designated herein as the "PURCHASER" for a fireworks production to be held on July 4, 2018, at Rock Springs, Wyoming.
2. SELLER will secure, prepare, and deliver said fireworks as outlined or will make necessary substitutions of equal or greater value. SELLER will include the services of a Pyrotechnic Operator to take charge of, set up, and fire the display, along with such help as he deems necessary to perform the fireworks display safely, and in accordance with such Federal, State, or Local law that might be applicable.
3. SELLER agrees that the Operator and Assistant(s) are to check the display area after the presentation of the fireworks display for any "duds" or other material which might not be ignited. Any such material found by any person other than the Operator shall be turned over to the Operator, or to the proper authority having jurisdiction, for safe keeping or disposal of said material.
4. PURCHASER will furnish a secured area within minimum safety distances for the SELLER after an on-site inspection of the proposed firing location. PURCHASER will provide adequate police and/or other adequate security to maintain these distances. PURCHASER also agrees to have a fire truck available on location during the display.
5. A Certificate of Insurance covering the fireworks display will be provided by the SELLER, upon signing of the contract, for Commercial Liability Coverage in the amount of FIVE MILLION DOLLARS (\$5,000,000.00) broad form, bodily injury and property damage liability. PURCHASER agrees to provide a complete list of all additional insureds to be named on the certificate. SELLER also agrees to carry Comprehensive Automobile Liability Coverage in the amount of FIVE MILLION DOLLARS (\$ 5,000,000.00) Combined Single Limit and Statutory Workers Compensation Coverage.
6. It is agreed and understood that the PURCHASER will pay the SELLER the sum of FIFTEEN THOUSAND DOLLARS (\$15,000.00) for JULY 4, 2018; to be paid the date of the display. Unpaid accounts are subject to one percent (1%) interest charge after fifteen days.
7. In the event of inclement weather or other adverse conditions, so as to cause postponement of the display, it is agreed and understood that the PURCHASER will notify the SELLER regarding the postponement date. If the PURCHASER will not re-schedule the display within the calendar year, the PURCHASER may apply the prepayment to the following year's display. In the event of total cancellation, the PURCHASER agrees to pay the SELLER the cost of delivery and set up.
8. Witness Whereof, we have caused our signatures to be affixed to this Document, on this _____ day of _____, 20____.

FIREWORKS WEST INTERNATIONALE, INC.
SELLER

By: 
Authorized agent

CITY OF ROCK SPRINGS, WY
PURCHASER

By: _____
Authorized agent

City of Rock Springs

Sponsor City of Rock Springs Wyoming
Date of Display July 4, 2018
Contact Name Dave Lansang
Phone Number Dave_Lansang@rswy.net
Contract Terms Payment due the day of the display
Type of Display Delivered, Insured, and Fired by Fireworks West Internationale

Shell Counts

2.5" - 460, 3" - 245, 4"...135, 5"...175, 6"...30, Total Shell Count...1045

Duration of show...15 minutes

Insurance Provided..5 Million in Public Display Liability Coverage

Total Price of Display

\$15,000.00

Buyer Signature



Fireworks West Internationale

Date

3-27-2018

Date

Sponsor agrees to procure and furnish a suitable place to display the said fireworks, and to secure all police, fire, local and state permits, and to arrange for any security bonds as required by law in their community when necessary, and agrees to furnish necessary police, fire, and sponsor's protection, for proper crowd control, auto parking and proper supervision in clearing debris after the display. Buyer agrees to comply with NFPA safety standards. This order is subject to acceptance by Fireworks West Internationale. This merchandise is sold upon the condition that the buyer indemnify the seller from any civil action occasioned from the handling, storage, use or sale of the merchandise, including court costs and attorney fees. Late fees of 2% per month carrying charge, \$50 minimum, will be assessed on all past due accounts, buyer agrees to pay all collection costs.

Fireworks West Internationale 1730 East 1550 North Logan, Utah 84341 435 757 1552



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/29/2018

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
Britton Gallagher
One Cleveland Center, Floor 30
1375 East 9th Street
Cleveland OH 44114

CONTACT
NAME:
PHONE
(A/C No. Ext): 216-658-7100 FAX
(A/C No.): 216-658-7101
E-MAIL
ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Axis Surplus Ins Company	
INSURER B: Everest Indemnity Insurance Co.	10851
INSURER C: Everest National Insurance Company	10120
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Fireworks West Internationale
P. O. Box 294
Logan UT 84323

COVERAGES

CERTIFICATE NUMBER: 1849114879

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		S18ML00128-171	4/10/2017	4/10/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		S18CA00067-171	4/10/2017	4/10/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		EAU717051	4/10/2017	4/10/2018	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$ WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS
Additional Insured
Fireworks Disp
Location: Sweet
Additional Insured

(Include, if more space is required)

General Liability policy where required by written agreement.

CERTIFICATE HOLDER

City
39C
Roi

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

[Signature]

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2/16/18

RESOLUTION NO. 2018- 58

A RESOLUTION ACCEPTING AND APPROVING THE GRANT OF SANITARY SEWER EASEMENT FROM PACIFIC HIDE AND FUR DEPOT D/B/A PACIFIC STEEL AND RECYCLING, TO THE CITY OF ROCK SPRINGS, 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 ACCEPT SAID SANITARY SEWER EASEMENT ON BEHALF OF SAID CITY.

WHEREAS, Pacific Hide and Fur Depot d/b/a Pacific Steel and Recycling has consented to grant a Sanitary Sewer Easement to the City of Rock Springs for purposes of installing a sanitary sewer line; and,

WHEREAS, the Governing Body of the City of Rock Springs has said Sanitary Sewer 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 Sanitary Sewer Easement granted to the City of Rock Springs, Wyoming, by Pacific Hide and Fur Depot d/b/a Pacific Steel and Recycling, attached hereto and by this reference specifically 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 accept said Sanitary Sewer 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 Sanitary Sewer Easement, and to attach to each duplicate original of said Sanitary Sewer Easement a certified copy of this Resolution.

PASSED AND APPROVED this _____ day of _____, 2018.

President of the Council

Attest:

Mayor

City Clerk

SANITARY SEWER EASEMENT

THIS EASEMENT granted this _____ day of April, 2018, by Pacific Hide and Fur Depot d/b/a Pacific Steel and Recycling, a Wyoming Corporation, the mailing address of which is P.O. Box 1549, Great Falls, MT 59403, hereinafter referred to as the Grantor, to the City of Rock Springs, Wyoming, a city located in Sweetwater County, Wyoming, the mailing address of which is 212 D Street, Rock Springs, WY 82901, hereinafter referred to as the Grantee, provides as follows, subject to acceptance of the same by the Grantee:

For and in consideration of the sum of Ten Dollars and other good and valuable consideration paid by the Grantee to the Grantor, receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby grant, convey and dedicate unto the Grantee, its successors and assigns, for the use and benefit of the general public, a perpetual easement for the purpose only, from time to time, of surveying, laying, constructing, operating, inspecting, maintaining, protecting, repairing, replacing, operating and using an underground public sanitary sewer line and appurtenances, including those fixtures related thereto required to be above ground, including, but not limited to, manholes, clean-outs, valves, and the like, and all related purposes and uses, upon, over, across and through the lands of the Grantor, specifically described in Exhibits "A" and "B", attached hereto and by this reference specifically made a part hereof, together with the perpetual right of ingress and egress on, over, across and through properties of the Grantor adjacent to said sewer line easement for access to and from the sewer line easement described above, only for those purposes necessary or incident to the exercise by Grantee of the rights and easements granted herein.

Said easement grant is subject to the following agreements, conditions, exceptions and reservations:

1. By acceptance of this Easement below, Grantee agrees to repair or replace any items that it shall move from the easement property and any affected adjacent properties described herein and to further restore the surface of the easement property and any affected adjacent properties described herein to as near as practicable to the condition of such property as prior to any excavation, construction, inspection, maintenance, repair, operational or other work in connection herewith.

2. Grantor hereby reserves unto itself, its successors and assigns, the right to use the aforesaid property for any and all purposes, provided said use does not prevent the exercise by Grantee of the easement and rights granted herein. Grantor further hereby reserves unto itself, and its successors and assigns, any and all rights and interests in and to the above described property which are not otherwise granted herein unto the Grantee.

3. The Easement granted herein is subject to all rights-of-way and easements of record and to the continuing right of the Grantor to extend or renew any or all of said rights-of-way and easements, and the Easement granted herein shall continue to be subject to any rights-of-way and easements of record which are so extended or renewed.

4. By acceptance of this Easement below, Grantee acknowledges and agrees that Grantee has fully inspected the easement lands described herein and that Grantee is accepting the same in their present condition. Grantee further acknowledges and agrees that Grantor has made no representations, warranties or guaranties whatsoever, express or implied, relating to the suitability, usability, status or any other condition of the easement and rights granted herein or in any way related hereto.

5. By acceptance of this Easement below, to the extent allowed by law, Grantee covenants and agrees that it shall indemnify and hold harmless the Grantor from and against any and all claims, demands and liability whatsoever, including court costs and reasonable attorney's fees, arising out of or in any way connected to the actions or inactions of Grantee, its agents, representatives, invitees, employees or contractors, pertaining to the above described easement; provided, however, that the foregoing indemnification shall not apply to liability which is the result of the actions or inactions of Grantor, its agents, representatives, invitees, employees or contractors.

6. The Grantor hereby reserves for itself, its successors and assigns, the right to connect to and utilize the public sewer line and easement described herein to service its adjacent properties, subject to all applicable regulations and ordinances of the City of Rock Springs pertaining to the same. The Grantor further hereby reserves for itself, its successors and assigns, the right to construct improvements in and on the easement, subject to all applicable regulations and ordinances of the City of Rock Springs pertaining to the same.

7. All rights of the Grantee with respect to the sanitary sewer easement shall continue in force and effect so long as said easement lands are used for the sanitary sewer easement and related purposes described above, but should such use terminate and Grantee, its successors or assigns, fail to complete construction of such public sewer line within a period of One (1) year after the acceptance of this Easement by the Grantee, or fail to use the same for a period of One (1) year after the easement has first been used for the purposes described herein, said easement shall terminate, cease and be nullified as fully and effectually as though this instrument had never been subscribed and delivered. In such event, any improvements within said easement shall become and remain the property of Grantor; and Grantee, its successors or assigns, shall have no further rights thereto.

8. The covenants herein contained shall bind, and the benefits and advantages thereof shall inure to, the respective successors and assigns of the parties hereto and shall run with the above described easement property as a burden thereon for the benefit of the Grantee, its successors and assigns, for the use and benefit of the general public.

IN WITNESS WHEREOF, the Grantor has duly executed this Easement the day and year first above written.

PACIFIC HIDE AND FUR DEPOT
Dba PACIFIC STEEL, GRANTOR

By: Jeff Millhollin
Jeff Millhollin, President

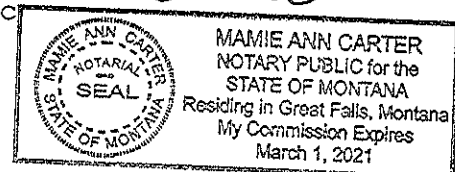
The State of Wyoming)
: ss.
County of Sweetwater)

This instrument was acknowledged before me on the 3rd of April, 2018 by Jeff Millhollin, President of Pacific Hide and Fur Depot dba Pacific Steel and Recycling.

Witness my hand and official seal.

Mamie Ann Carter
Notary Public

My Commission Expires: March 1, 2021



ACCEPTANCE OF SANITARY SEWER EASEMENT

The foregoing Sanitary Sewer Easement is hereby accepted by the City of Rock Springs, as Grantee, including the agreements, conditions, exceptions, reservations and limitations contained therein, effective this _____ day of April, 2018.

CITY OF ROCK SPRINGS, GRANTEE

Mayor

ATTEST:

City Clerk

**Proposed Sewer Line Easement
Pacific Hide & Fur Depot (dba Pacific Steel & Recycling) Lands**

**EXHIBIT A
Legal Description**

A strip of land, 20.0 feet in width, situate in the Southeast Quarter of the Southwest Quarter of Section 26 (SESW 26), Resurvey Township 19 North, Range 105 West of the 6th P.M., Sweetwater County, Wyoming and lying within that tract of land formerly conveyed to Pacific Hide & Fur Depot by that Warranty Deed of record in Book 1105 – Pages 1231 thru 1232 in the Office of the Sweetwater County Clerk and Recorder, said strip being more particularly described by metes and bounds as follows:

Commencing at a property corner on the southeasterly boundary of said Pacific Hide & Fur tract that lies N 62° 54' 34" E, a distance of 1,828.95 feet from the Southwest Section Corner of said Section 26;

Thence on the southeasterly boundary of said Pacific Hide & Fur tract - S 63° 32' 57" W (Rec: S 63°46'13" W) for a distance of 0.37 feet to the TRUE POINT OF BEGINNING;

Thence continuing on the southeasterly boundary of said Pacific Hide & Fur tract - S 63° 32' 57" W (Rec: S 63°46'13" W) for a distance of 22.29 feet;

Thence N 52° 40' 30" W for a distance of 49.11 feet;

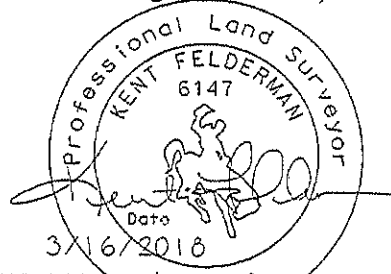
Thence N 64° 35' 00" W for a distance of 2.42 feet to the southwesterly boundary of a sewer easement formerly conveyed to the City of Rock Springs by that Deed of record in Book 855 – Page 651 in said Office of County Clerk and Recorder;

Thence N 38° 07' 22" E for a distance of 20.50 feet to the northeasterly boundary of said City of Rock Springs easement;

Thence S 52° 40' 30" E for a distance of 61.05 feet to the point of beginning.

Said parcel contains an area of 1,125.8 SqFt or 0.026 Acres, more or less.

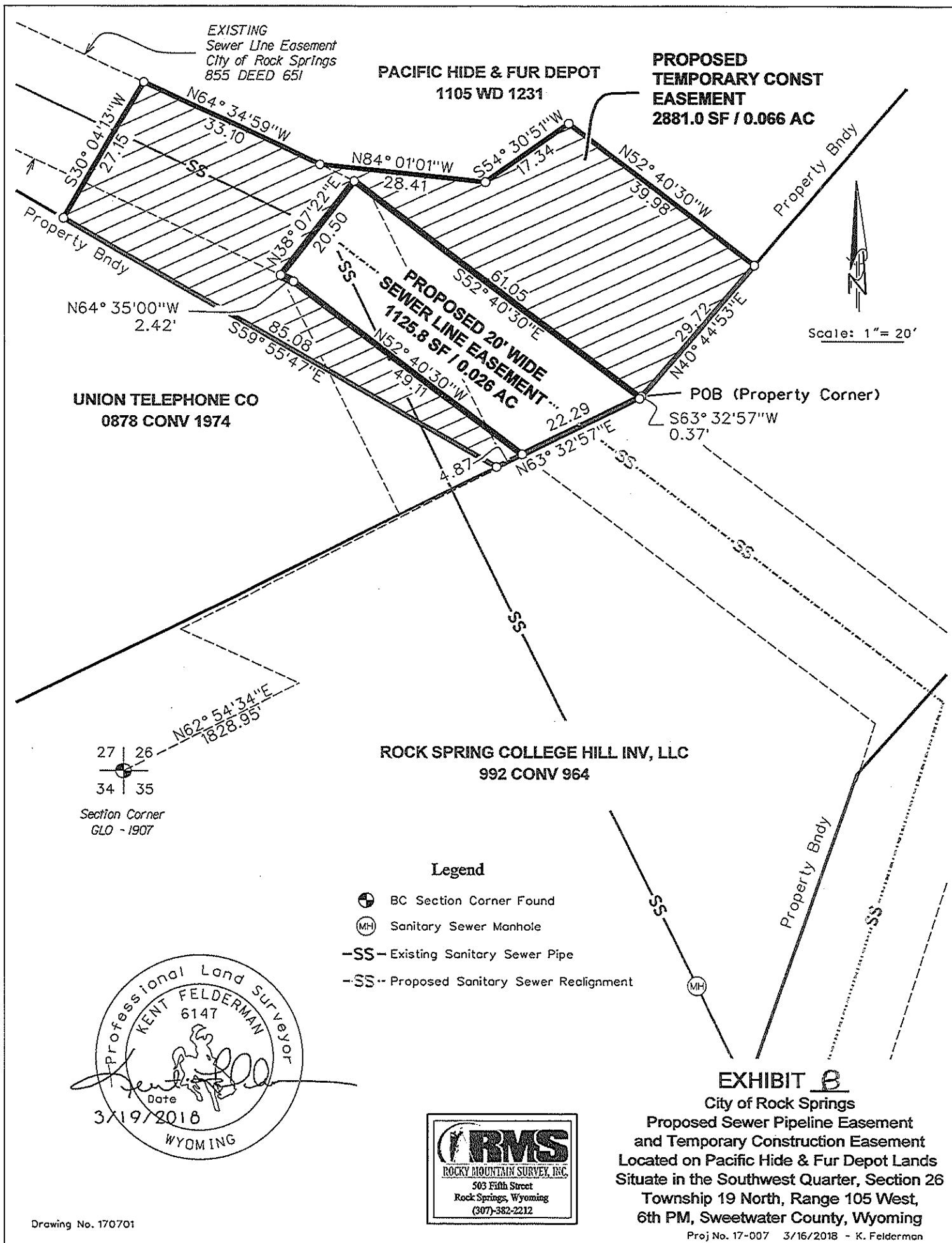
All in accordance with the map exhibit (RMS, Inc. Drawing No. 170701) attached hereto and by reference made a part hereof.



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: March 5, 2018



RESOLUTION NO. 2018- 57

A RESOLUTION ACCEPTING AND APPROVING THE GRANT OF TEMPORARY CONSTRUCTION EASEMENT FROM PACIFIC HIDE AND FUR DEPOT D/B/A PACIFIC STEEL AND RECYCLING, TO THE CITY OF ROCK SPRINGS, 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 ACCEPT SAID TEMPORARY CONSTRUCTION EASEMENT ON BEHALF OF SAID CITY.

WHEREAS, Pacific Hide and Fur Depot d/b/a Pacific Steel and Recycling has consented to grant a Temporary Construction Easement to the City of Rock Springs for purposes of installing a sanitary sewer line; and,

WHEREAS, the Governing Body of the City of Rock Springs has said Temporary Construction 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 Temporary Construction Easement granted to the City of Rock Springs, Wyoming, by Pacific Hide and Fur Depot d/b/a Pacific Steel and Recycling, attached hereto and by this reference specifically 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 accept said Temporary Construction 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 Temporary Construction Easement, and to attach to each duplicate original of said Temporary Construction Easement a certified copy of this Resolution.

PASSED AND APPROVED this _____ day of _____, 2018.

President of the Council

Attest:

Mayor

City Clerk

TEMPORARY CONSTRUCTION EASEMENT

TEMPORARY CONSTRUCTION EASEMENT granted this _____ day of April, 2018, by Pacific Hide and Fur Depot d/b/a Pacific Steel and Recycling, a Wyoming Corporation, the mailing address of which is P.O. Box 1549, Great Falls, MT 59403, hereinafter referred to as the Grantor, to the City of Rock Springs, Wyoming, a city located in Sweetwater County, Wyoming, the mailing address of which is 212 D Street, Rock Springs, WY 82901, hereinafter referred to as the Grantee, provides as follows, subject to acceptance of the same by the Grantee, and being located and described in Exhibits "A" and "B", attached hereto and specifically incorporated herein by this reference.

Said Grant of Easement is subject to the following conditions, exceptions and reservations:

1. Grantee shall indemnify and hold harmless the Grantor from and against any and all liability, loss, damage, claims, demands or costs including court costs and attorneys' fees which may result from injury to or death of persons, or damage to or loss or destruction of property, where such injury, death or damage results from Grantee's use of this Easement, provided, however, that the foregoing shall not apply to liability, loss, damage, claims, demands, costs and expenses which are the result of the negligence or willful misconduct of Grantor, its officers, employees, agents, invitees or assigns, and shall not apply to any liability, loss, damage, claims, demands, costs and expenses which are the result of any construction performed by Grantor upon the Easement.

2. All rights herein granted are subject to all rights of way, easements and licenses heretofore granted by Grantor and to the continuing right of Grantor to extend or renew any or all of said rights of way, easements and licenses or to grant new easements, rights of way or licenses, and this Easement shall continue to be subject to any such right of way, easement or license which is extended, renewed or granted, provided, however, that any newly granted easement, right of way or license shall be subject to the provisions of this grant.

3. The easement described in and granted by this instrument shall be temporary, and shall cease when construction and installation of a sanitary sewer line is deemed by the Grantee to be complete.

4. The rights and permission granted hereunder are granted only for the purposes stated herein. The rights and permission granted hereunder are granted only to Grantee and Grantee's agents, employees or assigns, and such permission and rights are restricted to the uses indicated herein and are given for no other purposes whatsoever.

5. This Grant of Easement is made on the condition that the strip of land conveyed shall be used to support construction of the sanitary sewer line, and for no other purpose.

6. Grantor reserves the right to use the lands covered hereunder for its own purposes, so long as such use does not interfere with Grantee's use thereof.

7. Waiver by either Grantor or Grantee of any breach of any condition or provision of this Easement shall be limited to the particular instance and shall not operate or be deemed to waive any future breach or breaches of said condition or provisions; the failure of either Grantor or Grantee to insist, in any one instance or more, upon the performance of any of the conditions or provisions of this Easement or to exercise any right or privilege herein conferred, shall not be construed as thereafter waiving any such condition, provision, right or privilege, but the same shall continue and remain in full force and effect.

8. Except as may be herein otherwise provided, all notices required or permitted herein shall be deemed to have been properly given when sent by certified United States mail, addressed to the Grantor or Grantee at the above addresses; the date of such service shall be the date on which the notice is deposited in the United States Post Office; all notices shall be sufficient within the terms of this Easement when signed by any one or more of the notifying parties or their agents, and mailed to any one or more of the opposite parties; personal delivery of such written notice shall have the same effect as notice given by mail; the above addresses may be changed for the purposes of this Easement by notification of the other party in writing.

9. Whenever used, the singular number shall include the plural, the plural the singular, and the use of gender shall include all genders; the covenants herein contained shall bind, and the benefits and advantages inure to, the respective successors and assigns of the parties hereto; and grantee, its successors and assigns, may assign the rights herein granted in whole or in part, provided, however, Grantee shall give prompt

written notice of any such assignment to Grantor or its heirs, successors or assigns.

10. Nothing herein shall be interpreted to increase the tort liability of Grantee or its successors and assigns beyond that established by the pertinent and applicable legislative enactments of the State of Wyoming, as presently existing and, as from time to time, amended.

IN WITNESS WHEREOF, the Grantor has duly executed this Temporary Construction Easement the day and year first above written.

PACIFIC HIDE AND FUR DEPOT
dba PACIFIC STEEL, GRANTOR

By Jeff Millhollin
Jeff Millhollin,
President

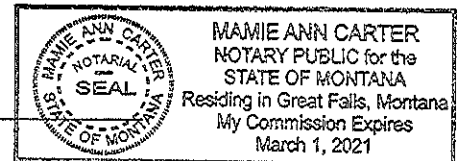
The State of Wyoming)
: ss.
County of Sweetwater)

This instrument was acknowledged before me on the 3rd of April, 2018 by Jeff Millhollin, President of Rock Pacific Hide and Fur Depot, dba Pacific Steel and Recycling.

Witness my hand and official seal.

Mamie Ann Carter
Notary Public

My Commission Expires: March 1, 2021



ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT

The foregoing Temporary Construction Easement is hereby accepted by the City of Rock Springs, as Grantee, including the agreements, conditions, exceptions, reservations and limitations contained therein, effective this _____ day of April, 2018.

CITY OF ROCK SPRINGS, GRANTEE

Mayor

ATTEST:

City Clerk

**Proposed Temporary Construction Easement
Pacific Hide & Fur Depot (dba Pacific Steel & Recycling) Lands**

**EXHIBIT A
Legal Description**

A parcel of land situate in the Southeast Quarter of the Southwest Quarter of Section 26 (SESW 26), Resurvey Township 19 North, Range 105 West of the 6th P.M., Sweetwater County, Wyoming and lying within that tract of land formerly conveyed to Pacific Hide & Fur Depot by that Warranty Deed of record in Book 1105 – Pages 1231 thru 1232 in the Office of the Sweetwater County Clerk and Recorder, said parcel being more particularly described as follows:

Beginning at a property corner on the southeasterly boundary of said Pacific Hide & Fur tract that lies N 62° 54' 34" E, a distance of 1,828.95 feet from the Southwest Section Corner of said Section 26;

Thence on the southeasterly boundary of said Pacific Hide & Fur tract - N 40° 44' 10" E (Rec: N 40° 58' 09" E) for a distance of 29.72 feet;

Thence N 52° 40' 31" W for a distance of 39.98 feet;

Thence S 54° 30' 51" W for a distance of 17.34 feet;

Thence N 84° 01' 01" W for a distance of 28.41 feet;

Thence N 64° 34' 59" W for a distance of 33.10 feet;

Thence S 30° 04' 13" W for a distance of 27.15 feet to the southwesterly boundary of said Pacific Hide & Fur tract;

Thence on the southwesterly boundary of said Pacific Hide & Fur tract - S 59° 55' 47" E (Rec: S 59° 42' 31" E) for a distance of 85.08 feet to a property corner thereof;

Thence on the southeasterly boundary of said Pacific Hide & Fur tract - N 63° 32' 57" E (Rec: N 63° 46' 13" E) for a distance of 4.87 feet;

Thence N 52° 40' 30" W for a distance of 49.11 feet;

Thence N 64° 35' 00" W for a distance of 2.42 feet;

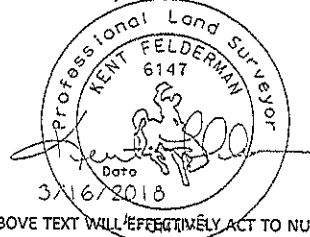
Thence N 38° 07' 22" E for a distance of 20.50 feet;

Thence S 52° 40' 30" E for a distance of 61.05 feet to the southeasterly boundary of said Pacific Hide & Fur tract;

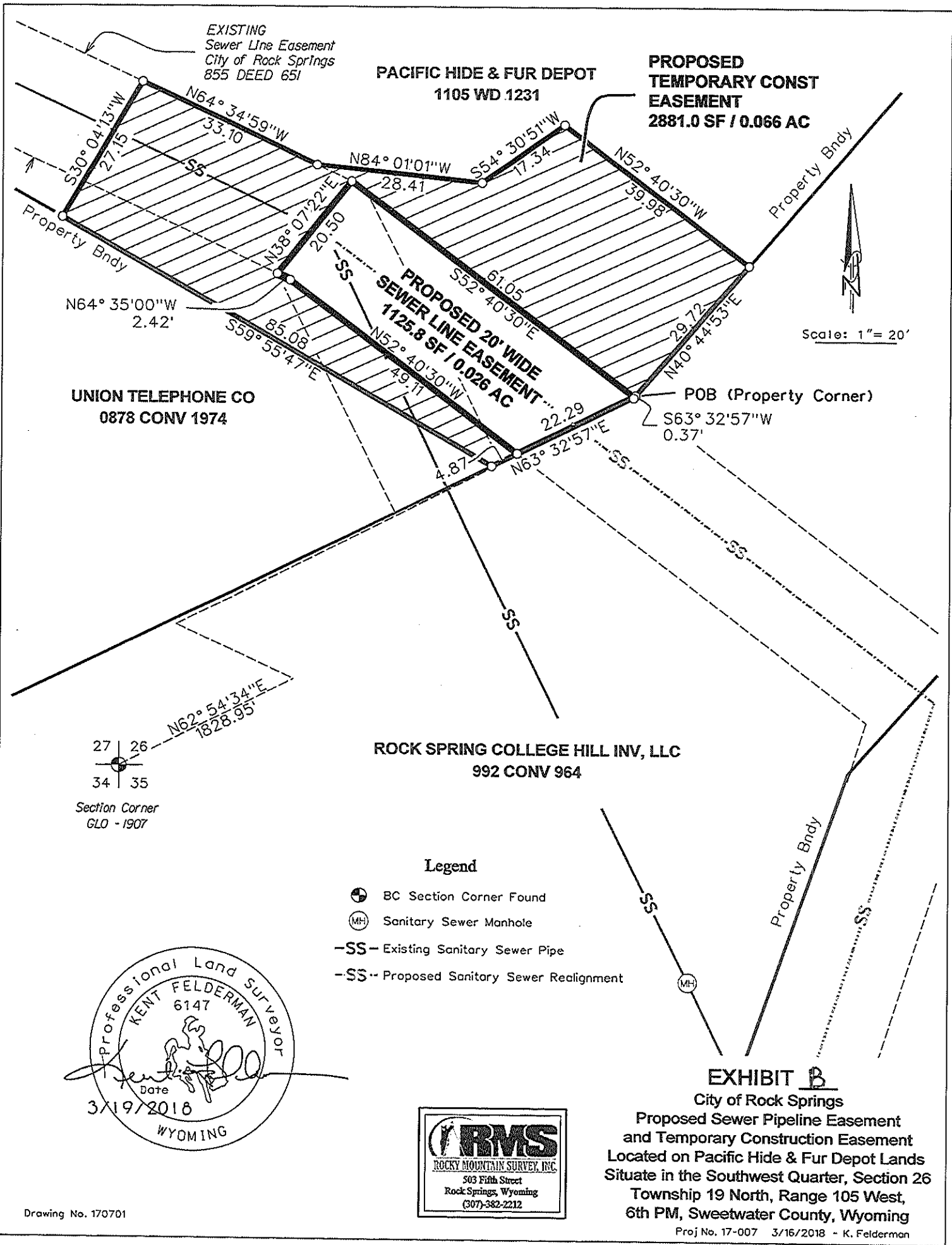
Thence on the southeasterly boundary of said Pacific Hide & Fur tract - N 63° 32' 57" E (Rec: S 63° 46' 13" W) for a distance of 0.37 feet to the Point of Beginning;

Said parcel contains an area of 2,881.0 SqFt or 0.066 Acres, more or less.

All in accordance with the map exhibit (RMS, Inc. Drawing No. 170701) 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.



2018/10/18
RESOLUTION NO. 2018- 60

A RESOLUTION ACCEPTING AND APPROVING THE GRANT OF SANITARY SEWER EASEMENT FROM ROBERT W. MOSES, A SINGLE PERSON, TO THE CITY OF ROCK SPRINGS, 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 ACCEPT SAID SANITARY SEWER EASEMENT ON BEHALF OF SAID CITY.

WHEREAS, Robert W. Moses, a single person, has consented to grant a Sanitary Sewer Easement to the City of Rock Springs for purposes of installing a sanitary sewer line; and,

WHEREAS, the Governing Body of the City of Rock Springs has said Sanitary Sewer 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 Sanitary Sewer Easement granted to the City of Rock Springs, Wyoming, by Robert W. Moses, a single person, attached hereto and by this reference specifically 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 accept said Sanitary Sewer 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 Sanitary Sewer Easement, and to attach to each duplicate original of said Sanitary Sewer Easement a certified copy of this Resolution.

PASSED AND APPROVED this _____ day of _____, 2018.

President of the Council

Attest:

Mayor

City Clerk

SANITARY SEWER EASEMENT

SANITARY SEWER EASEMENT granted this ____ day of April, 2018, by Robert W. Moses, a single person, whose mailing address is 357 Mesa Drive, Rock Springs, Wyoming 82901, hereinafter referred to as the Grantor, to the City of Rock Springs, Wyoming, a city located in Sweetwater County, Wyoming, the mailing address of which is 212 D Street, Rock Springs, WY 82901, hereinafter referred to as the Grantee, provides as follows, subject to acceptance of the same by the Grantee:

For and in consideration of the sum of Ten Dollars and other good and valuable consideration paid by the Grantee to the Grantor, receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby grant, convey and dedicate unto the Grantee, its successors and assigns, for the use and benefit of the general public, a perpetual easement for the purpose only, from time to time, of surveying, laying, constructing, operating, inspecting, maintaining, protecting, repairing, replacing, operating and using an underground public sanitary sewer line and appurtenances, including those fixtures related thereto required to be above ground, including, but not limited to, manholes, clean-outs, valves, and the like, and all related purposes and uses, upon, over, across and through the lands of the Grantor, specifically described in Exhibits "A" and "B", attached hereto and by this reference specifically made a part hereof, together with the perpetual right of ingress and egress on, over, across and through properties of the Grantor adjacent to said sewer line easement for access to and from the sewer line easement described above, only for those purposes necessary or incident to the exercise by Grantee of the rights and easements granted herein.

Said easement grant is subject to the following agreements, conditions, exceptions and reservations:

1. By acceptance of this Easement below, Grantee agrees to repair or replace any items that it shall move from the easement property and any affected adjacent properties described herein and to further restore the surface of the easement property and any affected adjacent properties described herein to as near as practicable to the condition of such property as prior to any excavation, construction, inspection, maintenance, repair, operational or other work in connection herewith.

2. Grantor hereby reserves unto itself, its successors and assigns, the right to use the aforesaid property for any and all purposes, provided said use does not prevent the exercise by Grantee of the easement and rights granted herein. Grantor further hereby reserves unto itself, and its successors and assigns, any and all rights and interests in and to the above described property which are not otherwise granted herein unto the Grantee.

3. The Easement granted herein is subject to all rights-of-way and easements of record and to the continuing right of the Grantor to extend or renew any or all of said rights-of-way and easements, and the Easement granted herein shall continue to be subject to any rights-of-way and easements of record which are so extended or renewed.

4. By acceptance of this Easement below, Grantee acknowledges and agrees that Grantee has fully inspected the easement lands described herein and that Grantee is accepting the same in their present condition. Grantee further acknowledges and agrees that Grantor has made no representations, warranties or guaranties whatsoever, express or implied, relating to the suitability, usability, status or any other condition of the easement and rights granted herein or in any way related hereto.

5. By acceptance of this Easement below, to the extent allowed by law, Grantee covenants and agrees that it shall indemnify and hold harmless the Grantor from and against any and all claims, demands and liability whatsoever, including court costs and reasonable attorney's fees, arising out of or in any way connected to the actions or inactions of Grantee, its agents, representatives, invitees, employees or contractors, pertaining to the above described easement; provided, however, that the foregoing indemnification shall not apply to liability which is the result of the actions or inactions of Grantor, its agents, representatives, invitees, employees or contractors.

6. The Grantor hereby reserves for itself, its successors and assigns, the right to connect to and utilize the public sewer line and easement described herein to service its adjacent properties, subject to all applicable regulations and ordinances of the City of Rock Springs pertaining to the same. The Grantor further hereby reserves for itself, its successors and assigns, the right to construct improvements in and on the easement, subject to all applicable regulations and ordinances of the City of Rock Springs pertaining to the same.

7. All rights of the Grantee with respect to the sanitary sewer easement shall continue in force and effect so long as said easement lands are used for the sanitary sewer easement and related purposes described above, but should such use terminate and Grantee, its successors or assigns, fail to complete construction of such public sewer line within a period of One (1) year after the acceptance of this Easement by the Grantee, or fail to use the same for a period of One (1) year after the easement has first been used for the purposes described herein, said easement shall terminate, cease and be nullified as fully and effectually as though this instrument had never been subscribed and delivered. In such event, any improvements within said easement shall become and remain the property of Grantor; and Grantee, its successors or assigns, shall have no further rights thereto.

8. The covenants herein contained shall bind, and the benefits and advantages thereof shall inure to, the respective successors and assigns of the parties hereto and shall run with the above described easement property as a burden thereon for the benefit of the Grantee, its successors and assigns, for the use and benefit of the general public.

IN WITNESS WHEREOF, the Grantor has duly executed this Easement the day and year first above written.

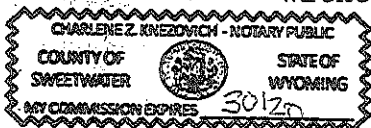
Robert W. Moses, GRANTOR,

Robert W. Moses
Robert W. Moses

The State of Wyoming)
: ss.
County of Sweetwater)

2nd This instrument was acknowledged before me on the
of April, 2018 by Robert W. Moses.

Witness my hand and official seal.



Charlene Z. Knezovich
Notary Public

My Commission Expires: 3/1/20.

ACCEPTANCE OF SANITARY SEWER EASEMENT

The foregoing Sanitary Sewer Easement is hereby accepted by the City of Rock Springs, as Grantee, including the agreements, conditions, exceptions, reservations and limitations contained therein, effective this ____ day of April, 2018.

CITY OF ROCK SPRINGS

Mayor

ATTEST:

City Clerk

**Proposed Sewer Line Easement
Robert W. Moses Lands**

**EXHIBIT A
Legal Description**

A variable width strip of land situate in the Southeast Quarter of the Southwest Quarter of Section 26 (SESW 26), Resurvey Township 19 North, Range 105 West of the 6th P.M., Sweetwater County, Wyoming and lying within a tract of land formerly conveyed to Robert W. Moses by that quit-claim deed of record in Book 1220 – Pages 5114 and in Book 1194 – Pages 200 in the Office of the Sweetwater County Clerk and Recorder, said parcel being more particularly described by metes and bounds as follows:

Beginning at a property corner on the northwesterly boundary of said Robert W. Moses tract (1220 QCD 5114) that lies N 65° 14' 27" E, a distance of 1,833.81 feet from the Southwest Section Corner of said Section 26;

Thence on the northwesterly boundary of said Robert W. Moses tract - N 41° 41' 21" E (Record: N 41° 54' 37" E) for a distance of 28.95 feet;

Thence S 52° 40' 29" E for a distance of 9.43 feet;

Thence S 17° 57' 06" W for a distance of 88.38 feet;

Thence S 26° 53' 09" E for a distance of 293.00 feet;

Thence S 2° 04' 41" W for a distance of 204.37 feet;

Thence S 0° 29' 30" W for a distance of 46.68 feet to the southerly boundary of said Robert W. Moses tract;

Thence on the southerly boundary of said Robert W. Moses tract - N 89° 03' 17" W (Record: N 88° 50' 00" W) for a distance of 20.00 feet;

Thence N 0° 29' 30" E for a distance of 46.80 feet;

Thence N 2° 04' 41" E for a distance of 199.48 feet;

Thence N 26° 53' 09" W for a distance of 77.23 feet to the westerly boundary of said Robert W. Moses tract;

Thence on the westerly boundary of said Robert W. Moses tract - N 18° 52' 05" W (Record: N 18° 38' 49" W) for a distance of 18.66 feet;

***Proposed Sewer Line Easement
Robert W. Moses Lands***

**EXHIBIT A
Legal Description**

Thence continuing on the westerly boundary of said Robert W. Moses tract - N 29° 38' 02" W (Record: N 29° 24' 46" W) for a distance of 54.28 feet;

Thence N 26° 53' 09" W for a distance of 142.15 feet to the westerly boundary of said Robert W. Moses tract;

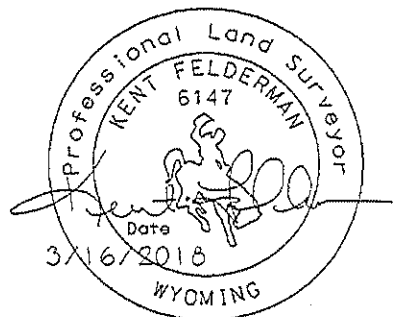
Thence on the westerly boundary of said Robert W. Moses tract - N 3° 47' 17" E (Record: N 4° 00' 34" E) for a distance of 19.32 feet;

Thence continuing on the westerly boundary of said Robert W. Moses tract - N 19° 17' 32" E (Record: N 19° 30' 48" E) for a distance of 57.39 feet to the point of beginning.

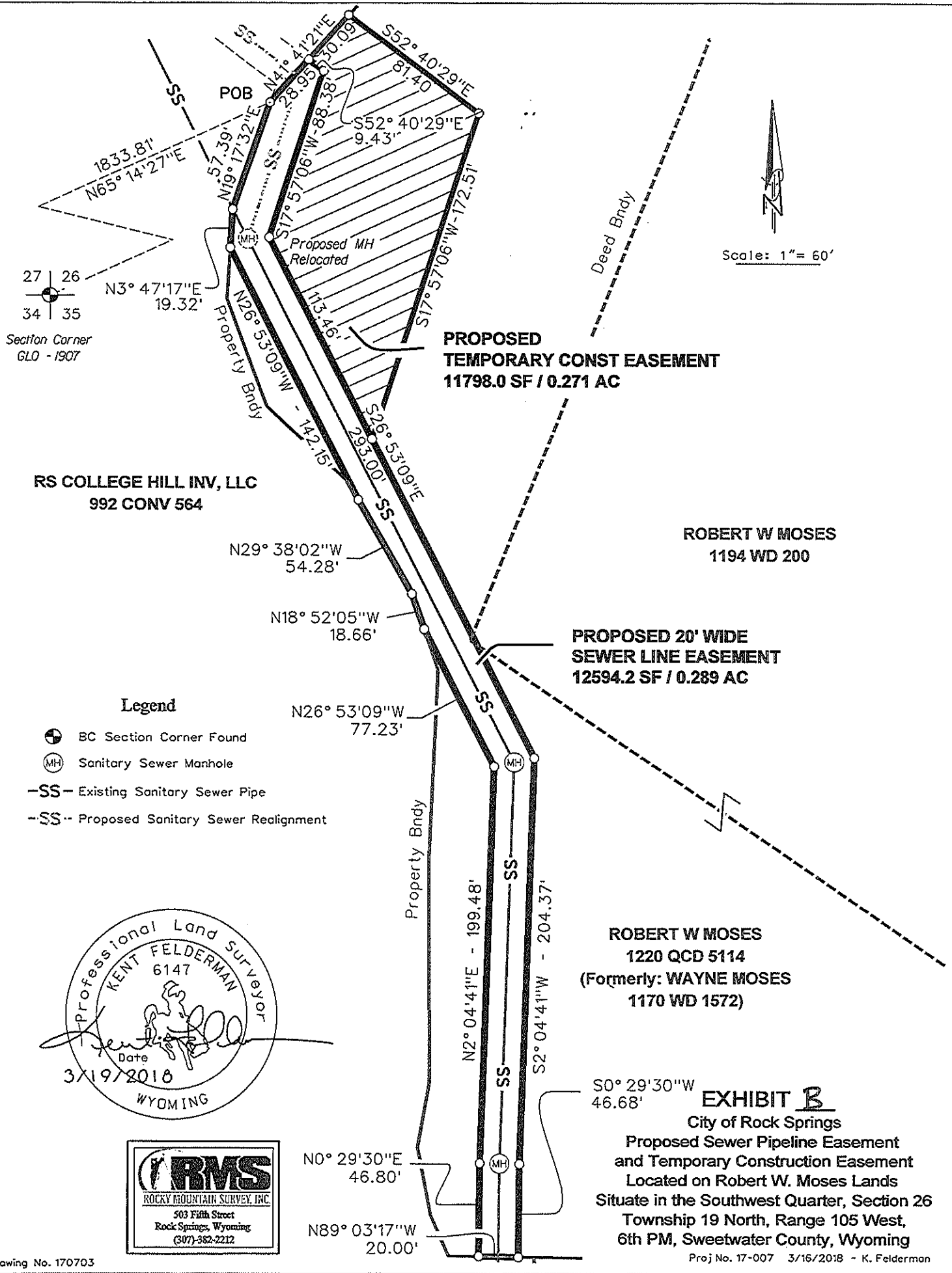
Said parcel contains an area of 12,594.2 SqFt or 0.289 Acres, more or less.

Bearings reported hereon are referred to the south section line of said Section 26 – S 89° 26' 17" E between previously found brass cap monuments at the southwest section corner (1907 - GLO) and the south quarter corner (1993 – PLS574) thereof.

All in accordance with the map exhibit (RMS, Inc. Drawing No. 170703) 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.



AMP
4/10/18

RESOLUTION NO. 2018- 61

A RESOLUTION ACCEPTING AND APPROVING THE GRANT OF TEMPORARY CONSTRUCTION EASEMENT FROM ROBERT W. MOSES, A SINGLE PERSON, TO THE CITY OF ROCK SPRINGS, 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 ACCEPT SAID TEMPORARY CONSTRUCTION EASEMENT ON BEHALF OF SAID CITY.

WHEREAS, Robert W. Moses, a single person, has consented to grant a Temporary Construction Easement to the City of Rock Springs for purposes of installing a sanitary sewer line; and,

WHEREAS, the Governing Body of the City of Rock Springs has said Temporary Construction 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 Temporary Construction Easement granted to the City of Rock Springs, Wyoming, by Robert W. Moses, a single person, attached hereto and by this reference specifically 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 accept said Temporary Construction 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 Temporary Construction Easement, and to attach to each duplicate original of said Temporary Construction Easement a certified copy of this Resolution.

PASSED AND APPROVED this _____ day of _____, 2018.

President of the Council

Attest:

Mayor

City Clerk

TEMPORARY CONSTRUCTION EASEMENT

TEMPORARY CONSTRUCTION EASEMENT granted this _____ day of April, 2018, by Robert W. Moses, a single person, whose mailing address is 357 Mesa Drive, Rock springs, Wyoming, hereinafter referred to as the Grantor, to the City of Rock Springs, Wyoming, a city located in Sweetwater County, Wyoming, the mailing address of which is 212 D Street, Rock Springs, WY 82901, hereinafter referred to as the Grantee, provides as follows, subject to acceptance of the same by the Grantee, and being located and described in Exhibits "A" and "B", attached hereto and specifically incorporated herein by this reference.

Said Grant of Easement is subject to the following conditions, exceptions and reservations:

1. Grantee shall indemnify and hold harmless the Grantor from and against any and all liability, loss, damage, claims, demands or costs including court costs and attorneys' fees which may result from injury to or death of persons, or damage to or loss or destruction of property, where such injury, death or damage results from Grantee's use of this Easement, provided, however, that the foregoing shall not apply to liability, loss, damage, claims, demands, costs and expenses which are the result of the negligence or willful misconduct of Grantor, its officers, employees, agents, invitees or assigns, and shall not apply to any liability, loss, damage, claims, demands, costs and expenses which are the result of any construction performed by Grantor upon the Easement.

2. All rights herein granted are subject to all rights of way, easements and licenses heretofore granted by Grantor and to the continuing right of Grantor to extend or renew any or all of said rights of way, easements and licenses or to grant new easements, rights of way or licenses, and this Easement shall continue to be subject to any such right of way, easement or license which is extended, renewed or granted, provided, however, that any newly granted easement, right of way or license shall be subject to the provisions of this grant.

3. The easement described in and granted by this instrument shall be temporary, and shall cease when construction and installation of a sanitary sewer line is deemed by the Grantee to be complete.

4. The rights and permission granted hereunder are granted only for the purposes stated herein. The rights and

permission granted hereunder are granted only to Grantee and Grantee's agents, employees or assigns, and such permission and rights are restricted to the uses indicated herein and are given for no other purposes whatsoever.

5. This Grant of Easement is made on the condition that the strip of land conveyed shall be used to support construction of the sanitary sewer line, and for no other purpose.

6. Grantor reserves the right to use the lands covered hereunder for its own purposes, so long as such use does not interfere with Grantee's use thereof.

7. Waiver by either Grantor or Grantee of any breach of any condition or provision of this Easement shall be limited to the particular instance and shall not operate or be deemed to waive any future breach or breaches of said condition or provisions; the failure of either Grantor or Grantee to insist, in any one instance or more, upon the performance of any of the conditions or provisions of this Easement or to exercise any right or privilege herein conferred, shall not be construed as thereafter waiving any such condition, provision, right or privilege, but the same shall continue and remain in full force and effect.

8. Except as may be herein otherwise provided, all notices required or permitted herein shall be deemed to have been properly given when sent by certified United States mail, addressed to the Grantor or Grantee at the above addresses; the date of such service shall be the date on which the notice is deposited in the United States Post Office; all notices shall be sufficient within the terms of this Easement when signed by any one or more of the notifying parties or their agents, and mailed to any one or more of the opposite parties; personal delivery of such written notice shall have the same effect as notice given by mail; the above addresses may be changed for the purposes of this Easement by notification of the other party in writing.

9. Whenever used, the singular number shall include the plural, the plural the singular, and the use of gender shall include all genders; the covenants herein contained shall bind, and the benefits and advantages inure to, the respective successors and assigns of the parties hereto; and grantee, its successors and assigns, may assign the rights herein granted in whole or in part, provided, however, Grantee shall give prompt written notice of any such assignment to Grantor or its heirs, successors or assigns.

10. Nothing herein shall be interpreted to increase the tort liability of Grantee or its successors and assigns beyond that established by the pertinent and applicable legislative enactments of the State of Wyoming, as presently existing and, as from time to time, amended.

IN WITNESS WHEREOF, the Grantor has duly executed this Temporary Construction Easement the day and year first above written.

ROBERT W. MOSES, GRANTOR

Robert W. Moses
Robert W. Moses

The State of Wyoming)
: ss.
County of Sweetwater)

2nd This instrument was acknowledged before me on the
7 of April, 2018 by Robert W. Moses.

Witness my hand and official seal.



Charlene Z. Knezovich
Notary Public

My Commission Expires: 3-01-20

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT

The foregoing Temporary Construction Easement is hereby accepted by the City of Rock Springs, as Grantee, including the agreements, conditions, exceptions, reservations and limitations contained therein, effective this _____ day of April, 2018.

CITY OF ROCK SPRINGS, GRANTEE

Mayor

ATTEST:

City Clerk

**Proposed Temporary Construction Easement
Robert W. Moses Lands**

**EXHIBIT A
Legal Description**

A parcel of land situate in the Southeast Quarter of the Southwest Quarter of Section 26 (SESW 26), Resurvey Township 19 North, Range 105 West of the 6th P.M., Sweetwater County, Wyoming and lying within a tract of land formerly conveyed to Robert W. Moses by that quit-claim deed of record in Book 1220 – Page 5114 in the Office of the Sweetwater County Clerk and Recorder, said parcel being more particularly described as follows:

Commencing at a property corner on the northwesterly boundary of said Robert W. Moses tract that lies N 65° 14' 27" E, a distance of 1,833.81 feet from the Southwest Section Corner of said Section 26;

Thence on the northwesterly boundary of said Robert W. Moses tract - N 41° 41' 21" E (Record: N41°54' 37" E) for a distance of 28.95 feet to the true POINT OF BEGINNING;

Thence continuing on the northwesterly boundary of said Robert W. Moses tract – N 41° 41' 21" E (Record: N 41° 54' 37" E) for a distance of 30.09 feet;

Thence S 52° 40' 29" E for a distance of 81.40 feet;

Thence S 17° 57' 06" W for a distance of 172.51 feet;

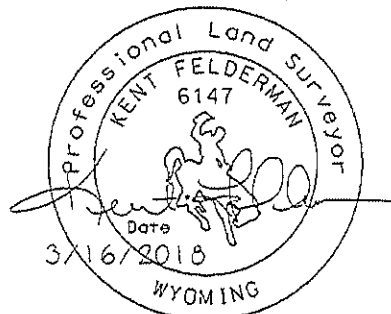
Thence N 26° 53' 09" W for a distance of 113.46 feet;

Thence N 17° 57' 06" E for a distance of 88.38 feet;

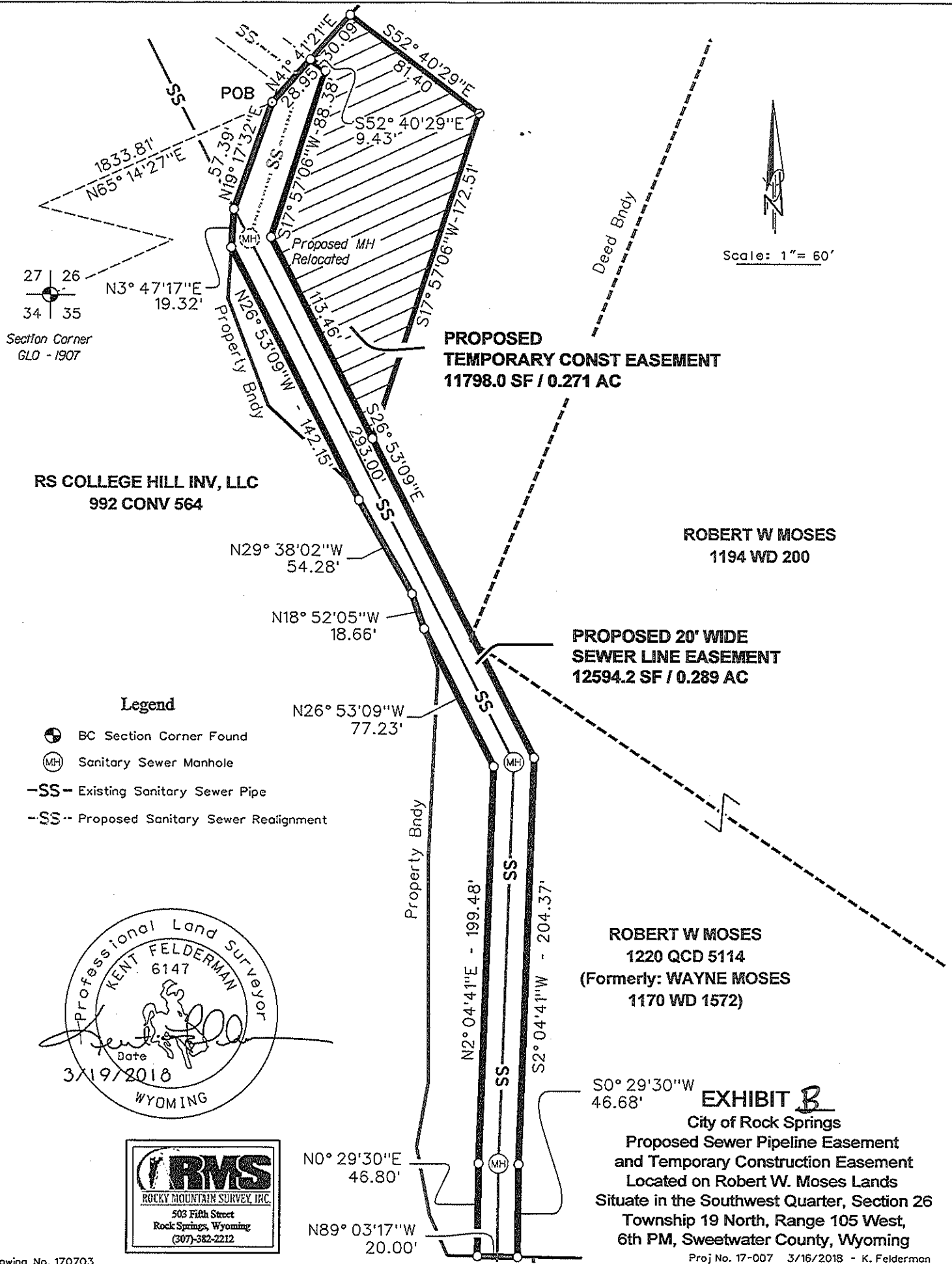
Thence N 52° 40' 29" W for a distance of 9.43 feet,

Said parcel contains an area of 11,798.0 SqFt or 0.271 Acres, more or less.

All in accordance with the map exhibit (RMS, Inc. Drawing No. 170703) 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.



AND
9/15/18

RESOLUTION NO. 2018- 62

A RESOLUTION ACCEPTING AND APPROVING THE GRANT OF TEMPORARY ACCESS EASEMENT FROM ROBERT W. MOSES, A SINGLE PERSON, TO THE CITY OF ROCK SPRINGS, WYOMING, AND AUTHORIZING CARL R. DEMSHAR, JR., AS MAYOR OF THE CITY OF ROCK SPRINGS, WYOMING, TO ACCEPT SAID TEMPORARY ACCESS EASEMENT ON BEHALF OF SAID CITY.

WHEREAS, Robert W. Moses, a single person, has consented to grant a Temporary Access Easement to the City of Rock Springs for purposes of installing a sanitary sewer line; and,

WHEREAS, the Governing Body of the City of Rock Springs has said Temporary Access 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 Temporary Access Easement granted to the City of Rock Springs, Wyoming, by Robert W. Moses, a single person, attached hereto and by this reference specifically 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 accept said Temporary Access 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 Temporary Access Easement, and to attach to each duplicate original of said Temporary Access Easement a certified copy of this Resolution.

PASSED AND APPROVED this _____ day of _____, 2018.

President of the Council

Attest:

Mayor

City Clerk

TEMPORARY ACCESS EASEMENT

ROBERT W. MOSES, a single person whose address is 357 Mesa Drive, Rock Springs, WY 82901, HEREINAFTER REFERRED TO AS GRANTOR, in consideration of Ten and no/100 Dollars (\$10.00) in hand paid, together with other good and valuable consideration, receipt of which is hereby acknowledged, hereby grants to the CITY OF ROCK SPRINGS, Sweetwater County, Wyoming, whose mailing address is 212 D Street, Rock Springs, Wyoming 82901, HEREINAFTER REFERRED TO AS GRANTEE, a temporary easement and right-of-way for access to a proposed 20" sewer line project across real property owned by Grantor, which is situated in Rock Springs, County of Sweetwater, State of Wyoming, and being located and described in Exhibits "A" and "B", attached hereto and specifically incorporated herein by this reference. Said Grant of Temporary Access Easement is subject to the following conditions, exceptions and reservations:

1. Grantee shall indemnify and hold harmless the Grantor from and against any and all liability, loss, damage, claims, demands or costs including court costs and attorneys' fees which may result from injury to or death of persons, or damage to or loss or destruction of property, where such injury, death or damage results from Grantee's use of this Easement, provided, however, that the foregoing shall not apply to liability, loss, damage, claims, demands, costs and expenses which are the result of the negligence or willful misconduct of Grantor, its officers, employees, agents, invitees or assigns, and shall not apply to any liability, loss, damage, claims, demands, costs and expenses which are the result of any construction or maintenance performed by Grantor upon the Easement.

2. All rights herein granted are subject to all rights of way, easements and licenses heretofore granted by Grantor and to the continuing right of Grantor to extend or renew any or all of said rights of way, easements and licenses or to grant new easements, rights of way or licenses, and this Easement shall continue to be subject to any such right of way, easement or license which is extended, renewed or granted, provided, however, that any newly granted easement, right of way or license shall be subject to the provisions of this grant until such time as it no longer necessary.

3. The easement described in this instrument is for temporary ingress and egress only, and shall be for the benefit and use of Grantee herein, its officers, employees, agents or assigns, and such permission and rights are restricted to the uses indicated herein and are given for no other purposes whatsoever.

4. This Grant of Easement is made on the condition that the land conveyed shall be used for access to a proposed 20" sewer line referenced above as it is being constructed, and for no other purpose. The easement described in and granted by this instrument shall be temporary, and shall cease when construction and installation of the 20" sanitary sewer line is deemed by the Grantee to be complete.

5. Grantor reserves the right to use the lands covered hereunder for its own purposes, so long as such use does not interfere with Grantee's temporary use thereof.

6. Waiver by either Grantor or Grantee of any breach of any condition or provision of this Temporary Access Easement shall be limited to the particular instance and shall not operate or be deemed to waive any future breach or breaches of said condition or provisions; the failure of either Grantor or Grantee to insist, in any one instance or more, upon the performance of any of the conditions or provisions of this Temporary Access Easement or to exercise any right or privilege herein conferred, shall not be construed as thereafter waiving any such condition, provision, right or privilege, but the same shall continue and remain in full force and effect.

8. Except as may be herein otherwise provided, all notices required or permitted herein shall be deemed to have been properly given when sent by certified United States mail, addressed to the Grantor or Grantee at the above addresses; the date of such service shall be the date on which the notice is deposited in the United States Post Office; all notices shall be sufficient within the terms of this Easement when signed by any one or more of the notifying parties or their agents, and mailed to any one or more of the opposite parties; personal delivery of such written notice shall have the same effect as notice given by mail; the above addresses may be changed for the purposes of this Easement by notification of the other party in writing.

9. Whenever used, the singular number shall include the plural, the plural the singular, and the use of gender shall include all genders; the covenants herein contained shall bind, and the benefits and advantages inure to, the respective successors and assigns of the parties hereto; and grantee, its successors and assigns, may assign the rights herein granted in whole or in part, provided, however, Grantee shall give prompt written notice of any such assignment to Grantor or his heirs, successors or assigns.

10. Nothing herein shall be interpreted to increase the tort liability of Grantee or its successors and assigns beyond that established by the pertinent and applicable legislative enactments of the State of Wyoming, as presently existing and, as from time to time, amended.

IN WITNESS WHEREOF, this Grant of Temporary Access Easement has been executed by the Grantor, having authority to do so, this _____ day of _____, 2018.

ROBERT W. MOSES, GRANTOR

Robert W. Moses
Robert W. Moses

The State of Wyoming)
: ss.
County of Sweetwater)

2nd This instrument was acknowledged before me on the
of April, 2018 by Robert W. Moses.

Witness my hand and official seal.



Charlene Z. Knezovich
Notary Public

My Commission Expires: 3/31/20

ACCEPTANCE OF TEMPORARY ACCESS EASEMENT

The foregoing Temporary Access Easement is hereby accepted by the City of Rock Springs, as Grantee, including the agreements, conditions, exceptions, reservations and limitations contained therein, effective this _____ day of April, 2018.

CITY OF ROCK SPRINGS,
GRANTEE

Mayor

ATTEST:

City Clerk

**Proposed Access & Egress Easement
Robert W. Moses Lands**

EXHIBIT A

Legal Description

A strip of land, 20.0 feet in width, situate in the Southeast Quarter of the Southwest Quarter of Section 26 (SESW 26), Resurvey Township 19 North, Range 105 West of the 6th P.M., Sweetwater County, Wyoming and lying within tracts of land formerly conveyed to Robert W. Moses by that quit-claim deed of record in Book 1220 – Pages 5114 and in Book 1194 – Pages 200 in the Office of the Sweetwater County Clerk and Recorder, the centerline of said strip being more particularly described as follows:

Commencing at the southeasterly corner of said Robert W. Moses tract (1220 QCD 5114) that lies N 84° 46' 08" E, a distance of 2,017.63 feet from the Southwest Section Corner of said Section 26, said corner being at the beginning of on a non-tangent curve to the right, having a radius of 611.17 feet and a chord bearing of N 14° 36' 36" E;

Thence on the northwesterly boundary of said Robert W. Moses tract and on the arc of said curve through a central angle of 1° 59' 39" for an arc distance of 21.27 feet to the true POINT OF BEGINNING;

Thence N 60° 19' 40" W for a distance of 232.67 feet to the point of a tangent curve to the right having a radius of 45.00 feet;

Thence on the arc of said curve through a central angle of 62° 31' 55" for an arc distance of 49.11 feet;

Thence N 2° 12' 15" E for a distance of 92.69 feet to the point of a tangent curve to the left having a radius of 45.00 feet;

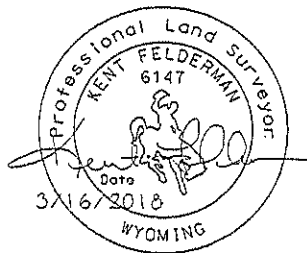
Thence on the arc of said curve through a central angle of 29° 08' 09" for an arc distance of 22.88 feet;

Thence N 26° 55' 55" W for a distance of 151.48 feet to the southeasterly boundary of a proposed temporary construction easement and the point of termination hereof.

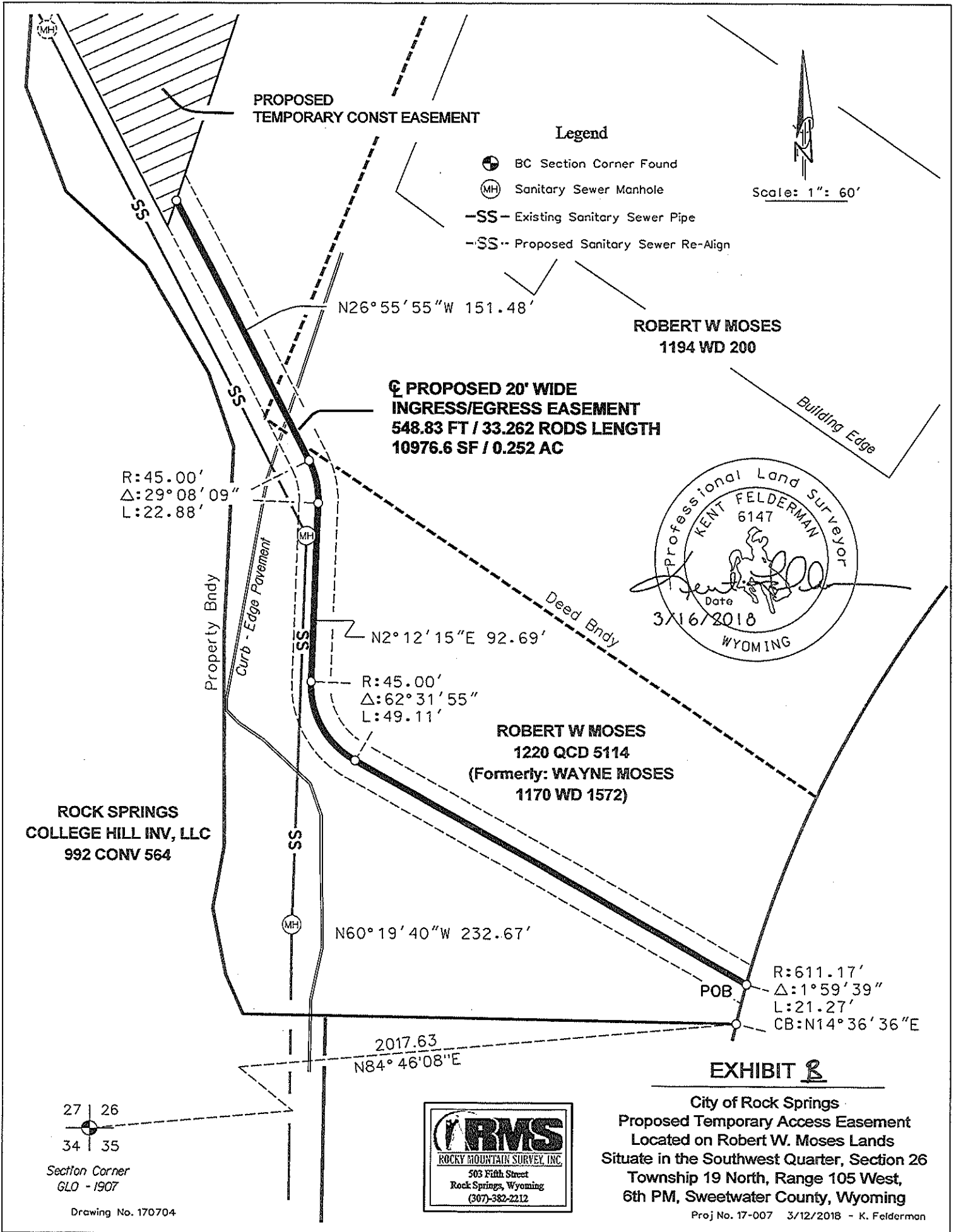
The sidelines of said strip being shortened or lengthened as necessary, to begin or terminate on the corresponding cited boundaries.

Said strip being 548.83 feet or 33.262 rods in length and containing 10,976.6 square feet or 0.252 acres, more or less.

All in accordance with the map exhibit (RMS, Inc. Drawing No. 170704) 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.



2018
9/10/18

RESOLUTION NO. 2018- 63

A RESOLUTION ACCEPTING AND APPROVING THE GRANT OF SANITARY SEWER EASEMENT FROM RS COLLEGE HILL INVESTMENTS, LLC, TO THE CITY OF ROCK SPRINGS, 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 ACCEPT SAID SANITARY SEWER EASEMENT ON BEHALF OF SAID CITY.

WHEREAS, RS College Hill Investments, LLC has consented to grant a Sanitary Sewer Easement to the City of Rock Springs for purposes of installing a sanitary sewer line; and,

WHEREAS, the Governing Body of the City of Rock Springs has said Sanitary Sewer 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 Sanitary Sewer Easement granted to the City of Rock Springs, Wyoming, by RS College Hill Investments, LLC, attached hereto and by this reference specifically 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 accept said Sanitary Sewer 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 Sanitary Sewer Easement, and to attach to each duplicate original of said Sanitary Sewer Easement a certified copy of this Resolution.

PASSED AND APPROVED this _____ day of _____, 2018.

President of the Council

Attest:

Mayor

City Clerk

SANITARY SEWER EASEMENT

EASEMENT granted this 2 day of April, 2018, by RS College Hill Investments, LLC, a Wyoming Limited Liability Company, the mailing address of which is P.O. Box 2390 Casper, WY 82602, hereinafter referred to as the Grantor, to the City of Rock Springs, Wyoming, a city located in Sweetwater County, Wyoming, the mailing address of which is 212 D Street, Rock Springs, WY 82901, hereinafter referred to as the Grantee, provides as follows, subject to acceptance of the same by the Grantee:

For and in consideration of the sum of Ten Dollars and other good and valuable consideration paid by the Grantee to the Grantor, receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby grant, convey and dedicate unto the Grantee, its successors and assigns, for the use and benefit of the general public, a perpetual easement for the purpose only, from time to time, of surveying, laying, constructing, operating, inspecting, maintaining, protecting, repairing, replacing, operating and using an underground public sanitary sewer line and appurtenances, including those fixtures related thereto required to be above ground, including, but not limited to, manholes, clean-outs, valves, and the like, and all related purposes and uses, upon, over, across and through the lands of the Grantor, specifically described in Exhibits "A" and "B", attached hereto and by this reference specifically made a part hereof, together with the perpetual right of ingress and egress on, over, across and through properties of the Grantor adjacent to said sewer line easement for access to and from the sewer line easement described above, only for those purposes necessary or incident to the exercise by Grantee of the rights and easements granted herein.

Said easement grant is subject to the following agreements, conditions, exceptions and reservations:

1. By acceptance of this Easement below, Grantee agrees to repair or replace any items that it shall move from the easement property and any affected adjacent properties described herein and to further restore the surface of the easement property and any affected adjacent properties described herein to as near as practicable to the condition of such property as prior to any excavation, construction, inspection, maintenance, repair, operational or other work in connection herewith.

2. Grantor hereby reserves unto itself, its successors and assigns, the right to use the aforesaid property for any and all purposes, provided said use does not prevent the exercise by Grantee of the easement and rights granted herein. Grantor further hereby reserves unto itself, and its successors and assigns, any and all rights and interests in and to the above described property which are not otherwise granted herein unto the Grantee.

3. The Easement granted herein is subject to all rights-of-way and easements of record and to the continuing right of the Grantor to extend or renew any or all of said rights-of-way and easements, and the Easement granted herein shall continue to be subject to any rights-of-way and easements of record which are so extended or renewed.

4. By acceptance of this Easement below, Grantee acknowledges and agrees that Grantee has fully inspected the easement lands described herein and that Grantee is accepting the same in their present condition. Grantee further acknowledges and agrees that Grantor has made no representations, warranties or guaranties whatsoever, express or implied, relating to the suitability, usability, status or any other condition of the easement and rights granted herein or in any way related hereto.

5. By acceptance of this Easement below, to the extent allowed by law, Grantee covenants and agrees that it shall indemnify and hold harmless the Grantor from and against any and all claims, demands and liability whatsoever, including court costs and reasonable attorney's fees, arising out of or in any way connected to the actions or inactions of Grantee, its agents, representatives, invitees, employees or contractors, pertaining to the above described easement; provided, however, that the foregoing indemnification shall not apply to liability which is the result of the actions or inactions of Grantor, its agents, representatives, invitees, employees or contractors.

6. The Grantor hereby reserves for itself, its successors and assigns, the right to connect to and utilize the public sewer line and easement described herein to service its adjacent properties, subject to all applicable regulations and ordinances of the City of Rock Springs pertaining to the same. The Grantor further hereby reserves for itself, its successors and assigns, the right to construct improvements in and on the easement, subject to all applicable regulations and ordinances of the City of Rock Springs pertaining to the same.

7. All rights of the Grantee with respect to the sanitary sewer easement shall continue in force and effect so long as said easement lands are used for the sanitary sewer easement and related purposes described above, but should such use terminate and Grantee, its successors or assigns, fail to complete construction of such public sewer line within a period of One (1) year after the acceptance of this Easement by the Grantee, or fail to use the same for a period of One (1) year after the easement has first been used for the purposes described herein, said easement shall terminate, cease and be nullified as fully and effectually as though this instrument had never been subscribed and delivered. In such event, any improvements within said easement shall become and remain the property of Grantor; and Grantee, its successors or assigns, shall have no further rights thereto.

8. The covenants herein contained shall bind, and the benefits and advantages thereof shall inure to, the respective successors and assigns of the parties hereto and shall run with the above described easement property as a burden thereon for the benefit of the Grantee, its successors and assigns, for the use and benefit of the general public.

IN WITNESS WHEREOF, the Grantor has duly executed this Easement the day and year first above written.

RS COLLEGE HILL INVESTMENTS,
LLC, GRANTOR,

By Cary E. Buns
OWNER

The State of Wyoming)
 NATRONA : ss.
County of Sweetwater)

This instrument was acknowledged before me on the
2 of April, 2018 by CARY E. BUNS, an Owner of
RS College Hill Investments, LLC.

Witness my hand and official seal.



Kendall TeBeest
Notary Public

My Commission Expires: 05-03-2019

ACCEPTANCE OF SANITARY SEWER EASEMENT

The foregoing Sanitary Sewer Easement is hereby accepted by the City of Rock Springs, as Grantee, including the agreements, conditions, exceptions, reservations and limitations contained therein, effective this _____ day of April, 2018.

CITY OF ROCK SPRINGS

Mayor

ATTEST:

City Clerk

*Proposed Sewer Line Easement
Rock Springs College Hill Investments, LLC Lands*

EXHIBIT A
Legal Description

A strip of land, 20.0 feet in width, situate in the Southeast Quarter of the Southwest Quarter of Section 26 (SESW 26), Resurvey Township 19 North, Range 105 West of the 6th P.M., Sweetwater County, Wyoming and lying within that tract of land formerly conveyed to Rock Springs College Hill Investments, LLC (RSCHI, LLC) by that Deed of record in Book 992 – Pages 564 thru 566 in the Office of the Sweetwater County Clerk and Recorder, said parcel being more particularly described by metes and bounds as follows:

Beginning at a property corner on the northwesterly boundary of land formerly conveyed to Wayne Moses by that Warranty Deed of record in Book 1170 – Pages 1572 thru 1575 in said Office (also the southeasterly boundary of the resultant remnant to said RSCHI, LLC tract), said property corner lying N 65° 14' 27" E, a distance of 1,833.81 feet from the Southwest Section Corner of said Section 26;

Thence N 19° 17' 32" E for a distance of 9.33 feet;

Thence N 52° 40' 30" W for a distance of 75.85 feet to the northwesterly boundary of said RSCHI, LLC tract;

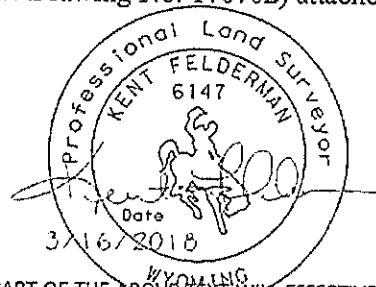
Thence on northwesterly boundary of said RSCHI, LLC tract - N 63° 32' 57" E (Rec: N63° 46' 13" E) for a distance of 22.29 feet;

Thence S 52° 40' 30" E for a distance of 71.08 feet to the northwesterly boundary of said Wayne Moses parcel and the southeasterly boundary of said RSCHI, LLC remnant tract;

Thence on said southeasterly boundary of said RSCHI, LLC remnant tract - S 41° 41' 21" W (Rec: S41° 54' 37" W) for 28.95 feet to the point of beginning.

Said parcel contains an area of 1,520.75 SqFt or 0.035 Acres, more or less.

All in accordance with the map exhibit (RMS, Inc. Drawing No. 170702) attached hereto and by reference made a part hereof.



ANY DELETIONS, ADDITIONS, OR OTHER ALTERATIONS TO ANY PART OF THE ABOVE TEXT WILL EFFECTUALLY 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: March 14, 2018

PACIFIC HIDE & FUR DEPOT
1105 WD 1231

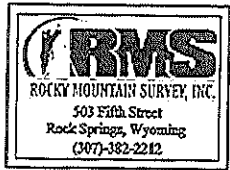
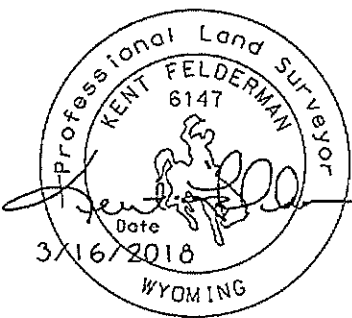
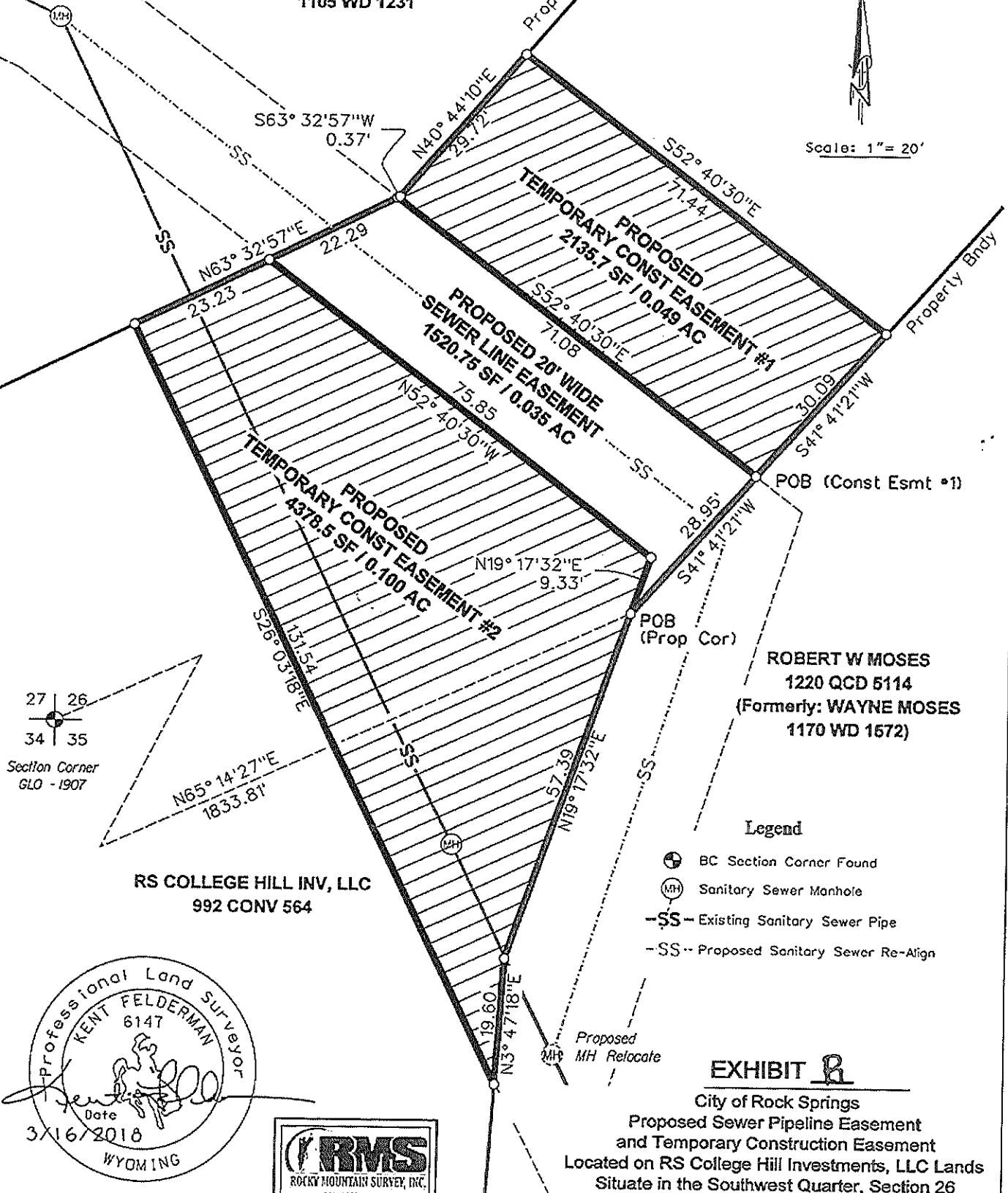


EXHIBIT R

City of Rock Springs
Proposed Sewer Pipeline Easement
and Temporary Construction Easement
Located on RS College Hill Investments, LLC Lands
Situate in the Southwest Quarter, Section 26
Township 19 North, Range 105 West,
6th PM, Sweetwater County, Wyoming
Proj No. 17-007 3/14/2018 - K. Felderman

nmw
9/10/18

RESOLUTION NO. 2018- 64

A RESOLUTION ACCEPTING AND APPROVING THE GRANT OF TEMPORARY CONSTRUCTION EASEMENT FROM RS COLLEGE HILL INVESTMENTS, LLC, TO THE CITY OF ROCK SPRINGS, 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 ACCEPT SAID TEMPORARY CONSTRUCTION EASEMENT ON BEHALF OF SAID CITY.

WHEREAS, RS College Hill Investments, LLC has consented to grant a Temporary Construction Easement to the City of Rock Springs for purposes of installing a sanitary sewer line; and,

WHEREAS, the Governing Body of the City of Rock Springs has said Temporary Construction 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 Temporary Construction Easement granted to the City of Rock Springs, Wyoming, by RS College Hill Investments, LLC, attached hereto and by this reference specifically 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 accept said Temporary Construction 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 Temporary Construction Easement, and to attach to each duplicate original of said Temporary Construction Easement a certified copy of this Resolution.

PASSED AND APPROVED this _____ day of _____, 2018.

President of the Council

Attest:

Mayor

City Clerk

TEMPORARY CONSTRUCTION EASEMENT

TEMPORARY CONSTRUCTION EASEMENT granted this 2 day of April, 2018, by RS College Hill Investments, LLC a Wyoming Limited Liability Company, the mailing address of which is P.O. Box 2390 Casper, WY 82602, hereinafter referred to as the Grantor, to the City of Rock Springs, Wyoming, a city located in Sweetwater County, Wyoming, the mailing address of which is 212 D Street, Rock Springs, WY 82901, hereinafter referred to as the Grantee, provides as follows, subject to acceptance of the same by the Grantee, and being located and described in Exhibits "A" and "B", attached hereto and specifically incorporated herein by this reference.

Said Grant of Easement is subject to the following conditions, exceptions and reservations:

1. Grantee shall indemnify and hold harmless the Grantor from and against any and all liability, loss, damage, claims, demands or costs including court costs and attorneys' fees which may result from injury to or death of persons, or damage to or loss or destruction of property, where such injury, death or damage results from Grantee's use of this Easement, provided, however, that the foregoing shall not apply to liability, loss, damage, claims, demands, costs and expenses which are the result of the negligence or willful misconduct of Grantor, its officers, employees, agents, invitees or assigns, and shall not apply to any liability, loss, damage, claims, demands, costs and expenses which are the result of any construction performed by Grantor upon the Easement.

2. All rights herein granted are subject to all rights of way, easements and licenses heretofore granted by Grantor and to the continuing right of Grantor to extend or renew any or all of said rights of way, easements and licenses or to grant new easements, rights of way or licenses, and this Easement shall continue to be subject to any such right of way, easement or license which is extended, renewed or granted, provided, however, that any newly granted easement, right of way or license shall be subject to the provisions of this grant.

3. The easement described in and granted by this instrument shall be temporary, and shall cease when construction and installation of a sanitary sewer line is deemed by the Grantee to be complete.

4. The rights and permission granted hereunder are granted only for the purposes stated herein. The rights and permission granted hereunder are granted only to Grantee and Grantee's agents, employees or assigns, and such permission and rights are restricted to the uses indicated herein and are given for no other purposes whatsoever.

5. This Grant of Easement is made on the condition that the strip of land conveyed shall be used to support construction of the sanitary sewer line, and for no other purpose.

6. Grantor reserves the right to use the lands covered hereunder for its own purposes, so long as such use does not interfere with Grantee's use thereof.

7. Waiver by either Grantor or Grantee of any breach of any condition or provision of this Easement shall be limited to the particular instance and shall not operate or be deemed to waive any future breach or breaches of said condition or provisions; the failure of either Grantor or Grantee to insist, in any one instance or more, upon the performance of any of the conditions or provisions of this Easement or to exercise any right or privilege herein conferred, shall not be construed as thereafter waiving any such condition, provision, right or privilege, but the same shall continue and remain in full force and effect.

8. Except as may be herein otherwise provided, all notices required or permitted herein shall be deemed to have been properly given when sent by certified United States mail, addressed to the Grantor or Grantee at the above addresses; the date of such service shall be the date on which the notice is deposited in the United States Post Office; all notices shall be sufficient within the terms of this Easement when signed by any one or more of the notifying parties or their agents, and mailed to any one or more of the opposite parties; personal delivery of such written notice shall have the same effect as notice given by mail; the above addresses may be changed for the purposes of this Easement by notification of the other party in writing.

9. Whenever used, the singular number shall include the plural, the plural the singular, and the use of gender shall include all genders; the covenants herein contained shall bind, and the benefits and advantages inure to, the respective successors and assigns of the parties hereto; and grantee, its successors and assigns, may assign the rights herein granted in whole or in part, provided, however, Grantee shall give prompt

My Commission Expires: 05 .03 . 2019

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT

The foregoing Temporary Construction Easement is hereby accepted by the City of Rock Springs, as Grantee, including the agreements, conditions, exceptions, reservations and limitations contained therein, effective this _____ day of April, 2018.

CITY OF ROCK SPRINGS, GRANTEE

Mayor

ATTEST:

City Clerk

*Proposed Temporary Construction Easements
Rock Springs College Hill Investments, LLC Lands*

EXHIBIT A
Legal Description

PARCEL 1

A parcel of land situate in the Southeast Quarter of the Southwest Quarter of Section 26 (SESW 26), Resurvey Township 19 North, Range 105 West of the 6th P.M., Sweetwater County, Wyoming and lying within that tract of land formerly conveyed to Rock Springs College Hill Investments, LLC (RSCHI, LLC) by that Deed of record in Book 992 – Pages 564 thru 566 in the Office of the Sweetwater County Clerk and Recorder, said parcel being more particularly described as follows:

Commencing at a property corner on the northwesterly boundary of land formerly conveyed to Wayne Moses by that Warranty Deed of record in Book 1170 – Pages 1572 thru 1575 in said Office (also the southeasterly boundary of the resultant remnant to said RSCHI, LLC tract), said property corner lying N 65° 14' 27" E, a distance of 1,833.81 feet from the Southwest Section Corner of said Section 26;

Thence on the southeasterly boundary of said RSCHI, LLC remnant tract - N 41° 41' 21" E (Rec: N41° 54' 37" E) for a distance of 28.95 feet to the TRUE POINT OF BEGINNING;

Thence N 52° 40' 30" W for a distance of 71.08 feet to the northwesterly boundary of said RSCHI, LLC tract;

Thence on northwesterly boundary of said RSCHI, LLC tract - N 63° 32' 57" E (Rec: N63° 46' 13" E) for a distance of 0.37 feet to a property corner thereof;

Thence continuing on the northwesterly boundary of said RSCHI, LLC tract - N 40° 44' 10" E (Rec: N40° 58' 09" E) for a distance of 29.72 feet;

Thence S 52° 40' 30" E for a distance of 71.44 feet to the northwesterly boundary of said Wayne Moses parcel and the southeasterly boundary of said RSCHI, LLC remnant tract;

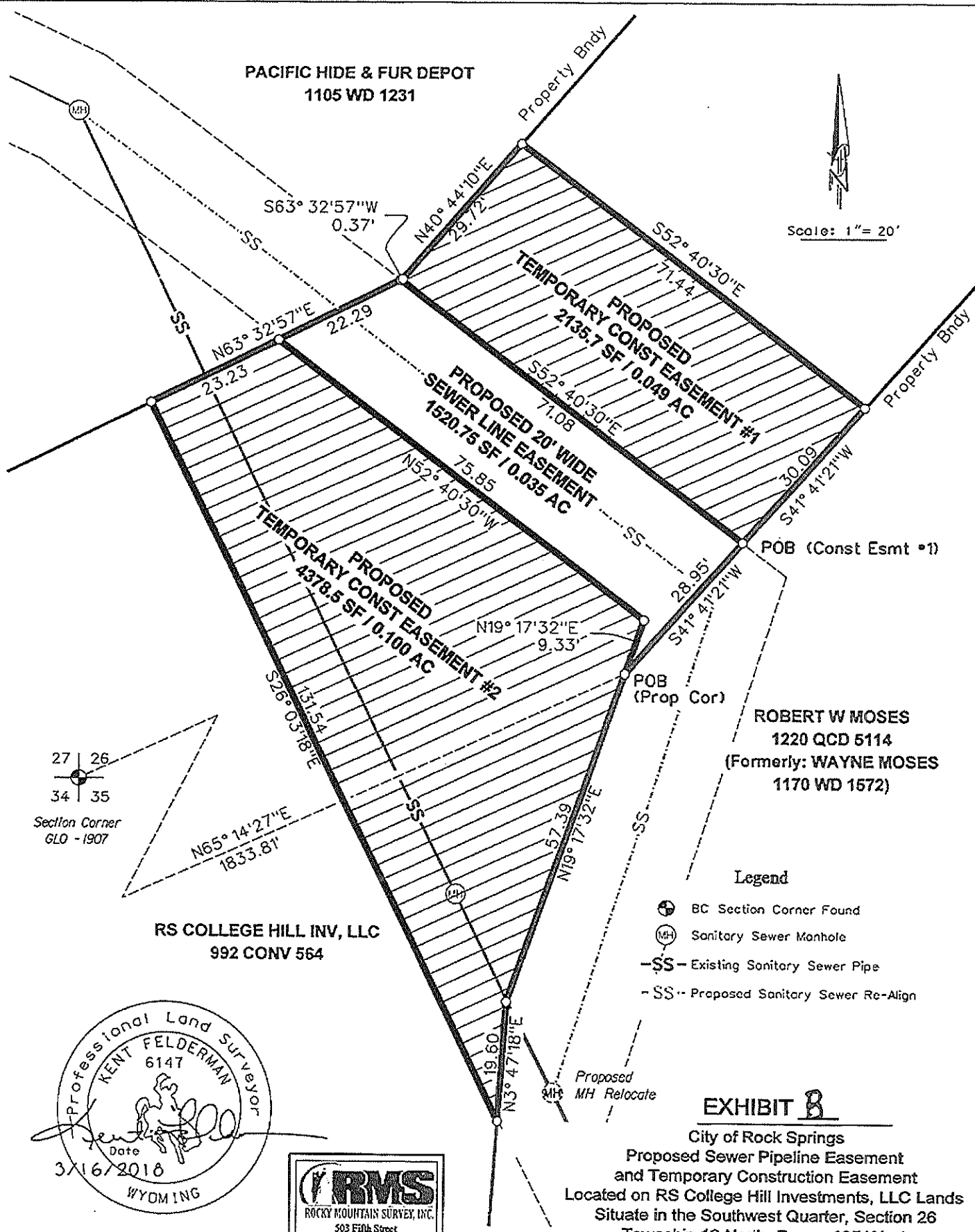
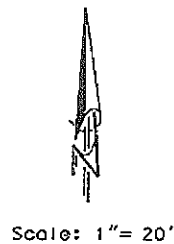
Thence on the southeasterly boundary of said RSCHI, LLC remnant tract - S 41° 41' 21" W (Rec: S41° 54' 37" W) for a distance of 30.09 feet to the Point of Beginning.

Said parcel contains an area of 2,135.7 SqFt or 0.049 Acres, more or less.



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

PACIFIC HIDE & FUR DEPOT
1105 WD 1231



27 26
34 35
Section Corner
GLO - 1907

RS COLLEGE HILL INV, LLC
992 CONV 564

POB (Const Esmt #1)

ROBERT W MOSES
1220 QCD 5114
(Formerly: WAYNE MOSES
1170 WD 1572)

Legend

- ⊕ BC Section Corner Found
- (MH) Sanitary Sewer Manhole
- SS- Existing Sanitary Sewer Pipe
- SS- Proposed Sanitary Sewer Re-Align

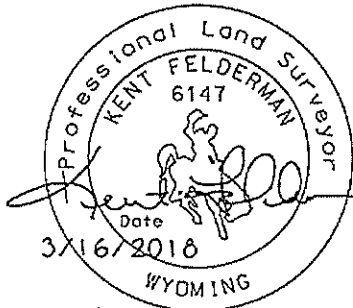


EXHIBIT B

City of Rock Springs
Proposed Sewer Pipeline Easement
and Temporary Construction Easement
Located on RS College Hill Investments, LLC Lands
Situate in the Southwest Quarter, Section 26
Township 19 North, Range 105 West,
6th PM, Sweetwater County, Wyoming

RESOLUTION NO. 2018- 65

A RESOLUTION ACCEPTING AND APPROVING THE GRANT OF TEMPORARY CONSTRUCTION EASEMENT FROM RS COLLEGE HILL INVESTMENTS, LLC, TO THE CITY OF ROCK SPRINGS, 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 ACCEPT SAID TEMPORARY CONSTRUCTION EASEMENT ON BEHALF OF SAID CITY.

WHEREAS, RS College Hill Investments, LLC has consented to grant a Temporary Construction Easement to the City of Rock Springs for purposes of installing a sanitary sewer line; and,

WHEREAS, the Governing Body of the City of Rock Springs has said Temporary Construction 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 Temporary Construction Easement granted to the City of Rock Springs, Wyoming, by RS College Hill Investments, LLC, attached hereto and by this reference specifically 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 accept said Temporary Construction 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 Temporary Construction Easement, and to attach to each duplicate original of said Temporary Construction Easement a certified copy of this Resolution.

PASSED AND APPROVED this _____ day of _____, 2018.

President of the Council

Attest:

Mayor

City Clerk

TEMPORARY CONSTRUCTION EASEMENT

TEMPORARY CONSTRUCTION EASEMENT granted this 2 day of April, 2018, by RS College Hill Investments, LLC a Wyoming Limited Liability Company, the mailing address of which is P.O. Box 2390 Casper, WY 82602, hereinafter referred to as the Grantor, to the City of Rock Springs, Wyoming, a city located in Sweetwater County, Wyoming, the mailing address of which is 212 D Street, Rock Springs, WY 82901, hereinafter referred to as the Grantee, provides as follows, subject to acceptance of the same by the Grantee, and being located and described in Exhibits "A" and "B", attached hereto and specifically incorporated herein by this reference.

Said Grant of Easement is subject to the following conditions, exceptions and reservations:

1. Grantee shall indemnify and hold harmless the Grantor from and against any and all liability, loss, damage, claims, demands or costs including court costs and attorneys' fees which may result from injury to or death of persons, or damage to or loss or destruction of property, where such injury, death or damage results from Grantee's use of this Easement, provided, however, that the foregoing shall not apply to liability, loss, damage, claims, demands, costs and expenses which are the result of the negligence or willful misconduct of Grantor, its officers, employees, agents, invitees or assigns, and shall not apply to any liability, loss, damage, claims, demands, costs and expenses which are the result of any construction performed by Grantor upon the Easement.

2. All rights herein granted are subject to all rights of way, easements and licenses heretofore granted by Grantor and to the continuing right of Grantor to extend or renew any or all of said rights of way, easements and licenses or to grant new easements, rights of way or licenses, and this Easement shall continue to be subject to any such right of way, easement or license which is extended, renewed or granted, provided, however, that any newly granted easement, right of way or license shall be subject to the provisions of this grant.

3. The easement described in and granted by this instrument shall be temporary, and shall cease when construction and installation of a sanitary sewer line is deemed by the Grantee to be complete.

4. The rights and permission granted hereunder are granted only for the purposes stated herein. The rights and permission granted hereunder are granted only to Grantee and Grantee's agents, employees or assigns, and such permission and rights are restricted to the uses indicated herein and are given for no other purposes whatsoever.

5. This Grant of Easement is made on the condition that the strip of land conveyed shall be used to support construction of the sanitary sewer line, and for no other purpose.

6. Grantor reserves the right to use the lands covered hereunder for its own purposes, so long as such use does not interfere with Grantee's use thereof.

7. Waiver by either Grantor or Grantee of any breach of any condition or provision of this Easement shall be limited to the particular instance and shall not operate or be deemed to waive any future breach or breaches of said condition or provisions; the failure of either Grantor or Grantee to insist, in any one instance or more, upon the performance of any of the conditions or provisions of this Easement or to exercise any right or privilege herein conferred, shall not be construed as thereafter waiving any such condition, provision, right or privilege, but the same shall continue and remain in full force and effect.

8. Except as may be herein otherwise provided, all notices required or permitted herein shall be deemed to have been properly given when sent by certified United States mail, addressed to the Grantor or Grantee at the above addresses; the date of such service shall be the date on which the notice is deposited in the United States Post Office; all notices shall be sufficient within the terms of this Easement when signed by any one or more of the notifying parties or their agents, and mailed to any one or more of the opposite parties; personal delivery of such written notice shall have the same effect as notice given by mail; the above addresses may be changed for the purposes of this Easement by notification of the other party in writing.

9. Whenever used, the singular number shall include the plural, the plural the singular, and the use of gender shall include all genders; the covenants herein contained shall bind, and the benefits and advantages inure to, the respective successors and assigns of the parties hereto; and grantee, its successors and assigns, may assign the rights herein granted in whole or in part, provided, however, Grantee shall give prompt

written notice of any such assignment to Grantor or its heirs, successors or assigns.

10. Nothing herein shall be interpreted to increase the tort liability of Grantee or its successors and assigns beyond that established by the pertinent and applicable legislative enactments of the State of Wyoming, as presently existing and, as from time to time, amended.

IN WITNESS WHEREOF, the Grantor has duly executed this Temporary Construction Easement the day and year first above written.

RS COLLEGE HILL INVESTMENTS,
LLC, GRANTOR

By Cary E. Brui
OWNER

The State of Wyoming)
 NATRONA : ss.
County of Sweetwater)

This instrument was acknowledged before me on the
2 of April, 2018 by Cary E. Brui, an Owner of
RS College Hill Investments, LLC.

Witness my hand and official seal.



Kendall TeBeest
Notary Public

My Commission Expires: 05 -03 -2019.

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT

The foregoing Temporary Construction Easement is hereby accepted by the City of Rock Springs, as Grantee, including the agreements, conditions, exceptions, reservations and limitations contained therein, effective this _____ day of April, 2018.

CITY OF ROCK SPRINGS, GRANTEE

Mayor

ATTEST:

City Clerk

*Proposed Temporary Construction Easements
Rock Springs College Hill Investments, LLC Lands*

EXHIBIT A
Legal Description

PARCEL 2

A parcel of land situate in the Southeast Quarter of the Southwest Quarter of Section 26 (SESW 26), Resurvey Township 19 North, Range 105 West of the 6th P.M., Sweetwater County, Wyoming and lying within that tract of land formerly conveyed to Rock Springs College Hill Investments, LLC (RSCHI, LLC) by that Deed of record in Book 992 – Pages 564 thru 566 in the Office of the Sweetwater County Clerk and Recorder, said parcel being more particularly described as follows:

Beginning at a property corner on the northwesterly boundary of land formerly conveyed to Wayne Moses by that Warranty Deed of record in Book 1170 – Pages 1572 thru 1575 in said Office (also the southeasterly boundary of the resultant remnant to said RSCHI, LLC tract), said property corner lying N 65° 14' 27" E, a distance of 1,833.81 feet from the Southwest Section Corner of said Section 26;

Thence N 19° 17' 32" E for a distance of 9.33 feet;

Thence N 52° 40' 30" W for a distance of 75.85 feet to the northwesterly boundary of said RSCHI, LLC tract;

Thence on the northwesterly boundary of said RSCHI, LLC tract - S 63° 32' 57" W (Rec: S63° 46' 13" W) for a distance of 23.23 feet;

Thence S 26° 03' 18" E for a distance of 131.54 feet to the northwesterly boundary of said Wayne Moses parcel and the southeasterly boundary of said RSCHI, LLC remnant tract;

Thence on the southeasterly boundary of said RSCHI, LLC remnant - N 3° 47' 18" E (Rec: N4° 00' 34" E) for a distance of 19.60 feet;

Thence continuing on the southeasterly boundary of said RSCHI, LLC remnant tract - N 19° 17' 32" E (Rec: N19° 30' 48" E) for a distance of 57.39 feet to the Point of Beginning,

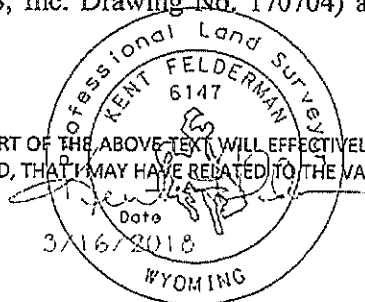
Said parcel contains an area of 4378.5 SqFt or 0.100 Acres, more or less.

All in accordance with the Map of Survey (RMS, Inc. Drawing No. 170704) 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

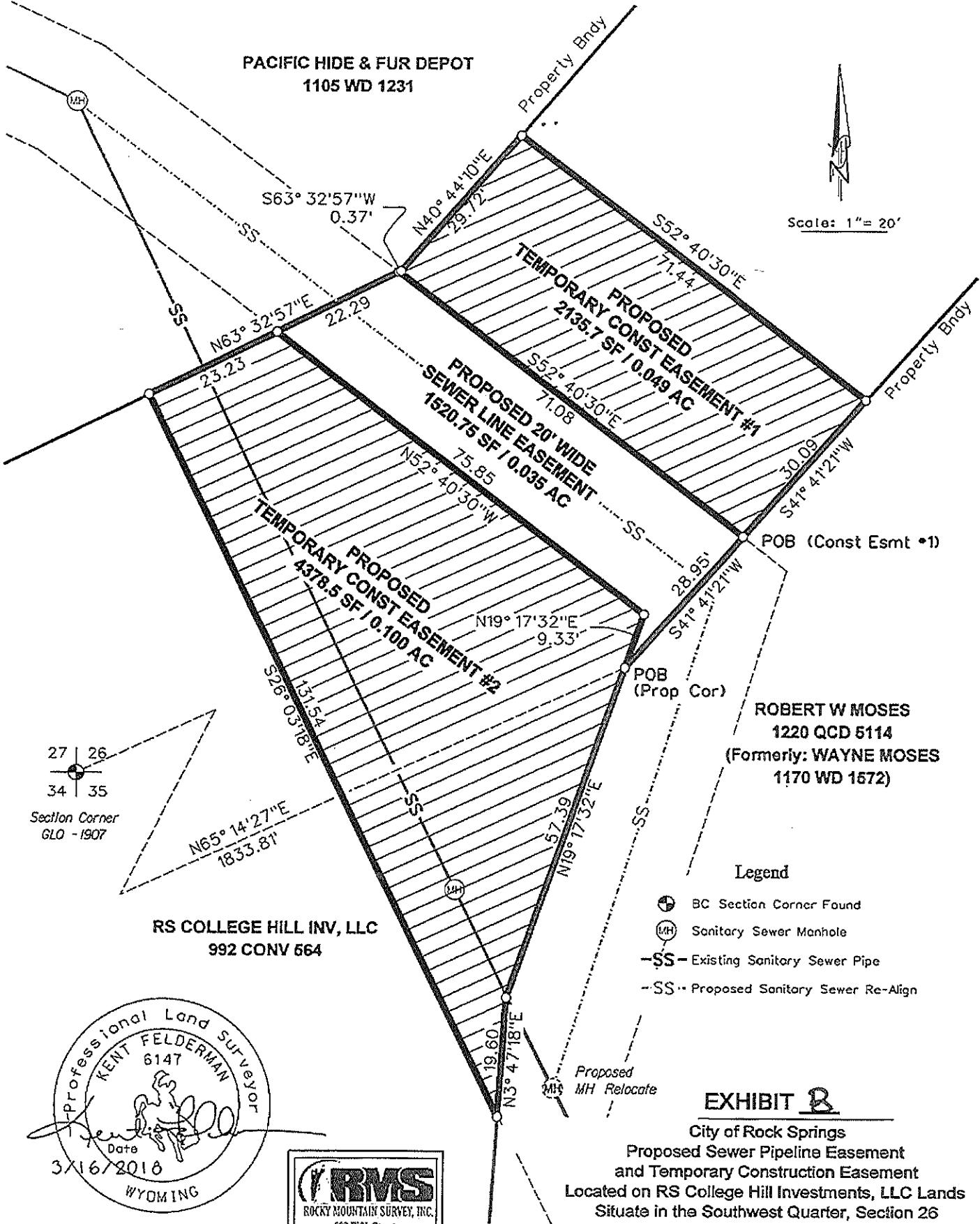
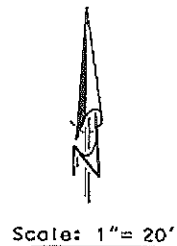
*Prepared By: Rocky Mountain Survey, Inc
503 Fifth Street - Rock Springs, WY 82901
307-382-2212*

Page 2 of 2



4, 2018

PACIFIC HIDE & FUR DEPOT
1105 WD 1231



27 | 26
34 | 35
Section Corner
GLO - 1907

RS COLLEGE HILL INV, LLC
992 CONV 664

ROBERT W MOSES
1220 QCD 5114
(Formerly: WAYNE MOSES
1170 WD 1572)

Legend

- BC Section Corner Found
- Sanitary Sewer Manhole
- Existing Sanitary Sewer Pipe
- Proposed Sanitary Sewer Re-Align

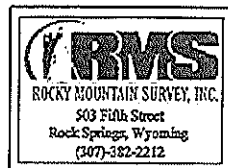
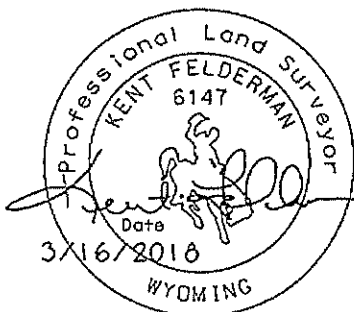


EXHIBIT B

City of Rock Springs
Proposed Sewer Pipeline Easement
and Temporary Construction Easement
Located on RS College Hill Investments, LLC Lands
Situate in the Southwest Quarter, Section 26
Township 19 North, Range 105 West,
6th PM, Sweetwater County, Wyoming
Proj No. 17-007 3/14/2018 - K. Felderman

RESOLUTION NO. 2018- 66

A RESOLUTION ACCEPTING AND APPROVING A LEASE BETWEEN THE CITY OF ROCK SPRINGS, WYOMING, THE ROCK SPRINGS URBAN RENEWAL AGENCY, AND WILLIAM MCCURTAIN, JAMES R. MCCURTAIN AND SCOTT MCCURTAIN, AND DIRECTING CARL R. DEMSHAR, JR, AS MAYOR OF THE CITY OF ROCK SPRINGS, WYOMING, CHAD BANKS, AS MANAGER OF THE ROCK SPRINGS URBAN RENEWAL AGENCY, AND MATTHEW L. MCBURNETT, AS CITY CLERK OF SAID CITY, TO EXECUTE SAID LEASE ON BEHALF OF SAID CITY.

WHEREAS, the City of Rock Springs, Wyoming, Rock Springs Urban Renewal Agency, desire to enter into a lease with William McCurtain, James R. McCurtain and Scott McCurtain, of property located within the City of Rock Springs, for the purpose of establishing a community garden; and,

WHEREAS, the term of said Lease would be for a 1 year period beginning on the 15th day of April 2018, and ending on the 15th day of April, 2019; and,

WHEREAS, the Governing Body of the City of Rock Springs has said Lease 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 Lease with William McCurtain, James R. McCurtain and Scott McCurtain, of property located within the City of Rock Springs, for the establishment of a community garden, attached hereto and by this reference made a part hereof, is hereby accepted and approved by the City of Rock Springs, Wyoming.

Section 1. That the Mayor of the City of Rock Springs, and the Manager of the Urban Renewal Agency, are hereby authorized, empowered, and directed to execute said Lease on behalf of said City, and that the City Clerk of said City is hereby authorized and directed to attest to said Lease, and to attach to each duplicate original of said Lease a certified copy of this resolution.

PASSED AND APPROVED this _____ day of _____, 2018.

President of the Council

Attest:

Mayor

City Clerk

LEASE

This lease is made this 21 day of March, 2018, by and between the City of Rock Springs, Wyoming, a duly formed Wyoming Municipal Corporation, the Rock Springs Urban Renewal Agency (*hereinafter* Lessees) whose address is: 212 D. Street, Rock Springs, Wyoming 82901; and, William McCurtain, James R. McCurtain, and Scott McCurtain (*hereinafter* Lessors) whose address is: 1 Wardell Court, Rock Springs, Wyoming 82901.

Lessors, in consideration of the rent later specified to be paid by Lessees, as well as the covenants and agreements herein contained, does hereby lease to Lessees those certain premises located within the City of Rock Springs, County of Sweetwater, State of Wyoming, and more particularly described in EXHIBIT A, which is attached hereto and specifically incorporated into this lease by this reference.

To have and to hold unto the Lessees on the following terms and conditions:

1. TERM: The term of this lease shall be one year, beginning on the 15th day of April, 2018 and ending on the 15th day of April, 2019, except as otherwise subsequently provided herein. This lease shall hereafter be automatically renewed for an additional year term unless either the Lessors or the Lessees exercise their right to terminate this lease pursuant to paragraph 8 of this Lease.
2. RENTAL: Lessees agree to pay to Lessors as rent for the premises the sum of One Dollar (\$1.00) per year for the full term of this lease. Said Payment shall be due and payable on the 15th day of April in the year 2018, and on the same date in the subsequent year.
3. PURPOSE: The purpose for which the leased premises shall be used is for the establishment of a community garden.
4. BUILDINGS AND IMPROVEMENTS: Lessees shall not make any permanent changes, alterations, or improvements, or construct any permanent buildings.
5. REPAIRS AND MAINTENANCE: Lessees shall be responsible for all costs associated with the establishment, maintenance and operation of the community garden, including but not limited to: water sewer, utilities, and insurance. Lessees represent that Lessees have inspected and examined the demised premises and accept them in their present condition, and agree that Lessors shall not be required to make any improvements or repairs upon the demised premises, or within or upon any improvements thereon, or any part of them. Lessees agree to make any and all improvements and repairs at Lessees' sole cost and expense, and agrees to keep the premises in safe and good order and condition at all times during the term of this lease, or at any sooner termination, the Lessees shall quit the demised premises and surrender possession of the

premises peaceably and in as good order and condition as the premises were at the commencement of the term. Lessees further agree to remove any garden structures and leave the premises free from all nuisance, dangerous and defective conditions.

6. ASSIGNMENT AND MORTGAGE: Neither the demised premises nor any portion of them, including the improvements or buildings erected thereon, shall be sublet, nor shall this lease, or any interest in it, be assigned, hypothecated or mortgaged by Lessees, without the written consent of Lessors, and any attempted assignment, subletting, hypothecation, or mortgaging of this lease shall be of no force or effect, and shall confer no rights upon any assignee, sublessee, mortgagee, or pledgee.
7. LIABILITIES: Lessees shall hold Lessors harmless from any loss, cost, or damage that may arise in connection with this lease or the use of the demised premises by the Lessees, its agents or employees, or any other person using the premises.
8. TERMINATION: Either party may terminate this agreement by providing written notice to the other, not less than thirty (30) days prior to the expiration of the initial or any renewal term of this Lease. Upon termination of this agreement, the Lessors shall have the right of immediate possession of the premises.
9. DEFAULT: In the event that Lessee shall be in default of any payment of any rent or in the performance of any of the terms or conditions agreed to be kept and performed by Lessees, then in that event, Lessors may terminate and end this lease, immediately, and Lessors may enter upon the demised premises and remove all persons and property.
10. NOTICES: Any notices that are required herein, or which either Lessors or Lessees may desire to serve upon the other, shall be in writing and shall be deemed served when delivered personally, or when deposited in the United States mail, postage prepaid, return receipt requested, and addressed to either the Lessees or Lessors at the addresses set forth above.
11. WAIVER: Waiver by Lessors of any default in performance by Lessees of any of the terms, covenants, or conditions contained herein, shall not be deemed a continuing waiver of that or a subsequent default, and Lessors shall retain the right to exercise all of the rights provided to it herein.
12. COMPLIANCE WITH LAW: Lessees agrees to comply with all State, Federal, and local laws, ordinances and regulations that may pertain or apply to the demised premises.
13. ENTRY BY LESSOR: Lessees agree that Lessors, their agents or employees, may enter upon the premises at any time during the term or any

renewal thereof, for any reasonable purpose which is not injurious to Lessees' use of the premises.

14. SUCCESSORS IN INTEREST: All of the terms, covenants, and conditions contained herein shall continue, and bind all successors in interest of the Parties.

Dated this _____ day of _____, 2018.

ATTEST:

CITY OF ROCK SPRINGS,

City Clerk

By:

Mayor


ATTEST:

ROCK SPRINGS URBAN RENEWAL
AGENCY,

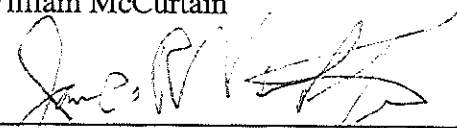
By:

Title: _____

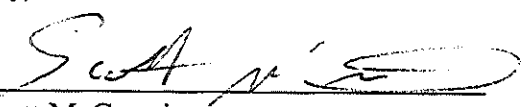
Title:



William McCurtain



James R. McCurtain



Scott McCurtain

EXHIBIT A

Lot Numbered Thirty (30) in Block Numbered Three (3), EXCEPTING THEREFROM, the West thirty-five (35) Feet of Lot 30, of the North Addition to the city of Rock Springs, Sweetwater County, Wyoming;

AND

A tract of land described as follows: Beginning at a point which is the southeast corner of Block Numbered Three (3) of the North Addition to the City of Rock Springs, Wyoming, thence South 24°18' East a distance of 21.03 feet; thence South 56°47' West a distance of 88.09 feet; thence North 24°18' West a distance of 34.77 feet; thence North 65°42' East a distance of 87 feet to the point of the beginning;

AND

A tract of land described as follows: Beginning at a point from which the southeast corner of block Numbered three (3), in the North Addition to the City of Rock Springs, bears North 57°12'30" East a distance of 88.09 feet to a point; thence North 23°49'30" West along the easterly side of said Block extended southerly a distance of 21.03 feet to the southeast corner of Block Numbered Three (3), thence from said point of beginning South 57°12'30" West a distance of 4.05 feet to a point; thence North 23°49'30" West a distance of 15.05 feet to a point; thence North 57°12'30" East a distance of 2.3 feet to a point; thence North 23°49'30" West a distance of 11.5 feet to a point; thence North 66°10'30" East a distance of 1.73 to a point; thence South 23°49'30" East a distance of 26.27 feet to the point of the beginning; EXCEPTING THEREFROM that portion of the subject property conveyed to Raymond F. Venta, Jr. and Ann M. Venta, Husband and Wife, by Quitclaim Deed recorded April 1, 1985 in Book 761, Pages 236-237.

Together with all improvements thereon, and easements, appurtenances and incidents belonging and appertaining thereto.

10/12/18

RESOLUTION NO. 2018- 67

A RESOLUTION ACCEPTING AND APPROVING A PROFESSIONAL SERVICES CONTRACT WITH ROCKY MOUNTAIN SURVEY, INC., 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 CONTRACT ON BEHALF OF SAID CITY.

WHEREAS, Rocky Mountain Survey, Inc., has presented to the City of Rock Springs a Professional Services Contract to provide the City with services consisting of upgrade, maintenance and enhancement of the city-wide Geographic Information System mapping utility; and,

WHEREAS, the Governing Body of the City of Rock Springs has said contract 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 Professional Services Contract, with Rocky Mountain Survey, Inc., 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 the City of Rock Springs 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 attest to said contract, and 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

PROFESSIONAL SERVICES CONTRACT
City GIS Mapping Utility – Phase V
Updates and Maintenance

THIS PROFESSIONAL SERVICES CONTRACT (this "Agreement") executed this _____ day
of _____,

BETWEEN

City of Rock Springs, a municipal corporation of the State of Wyoming,
whose mailing address is 212 D Street, Rock Springs, Wyoming, 82901
(the "City")

- AND -

Rocky Mountain Survey, Inc., a Wyoming Corporation
whose mailing address is 503 5th Street, Rock Springs, Wyoming, 82901
(the "Consultant")

BACKGROUND:

- A. Through past experience, the City has determined that the Consultant has the necessary qualifications, experience and abilities to continue to provide professional mapping services to the City.
- B. The Consultant is agreeable to providing such continued services to the City on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

Services Provided

- 1. The City hereby agrees to engage the Consultant to provide the City with services (the "Services") consisting of upgrade, maintenance and enhancement of the city-wide Geographic Information System (GIS) mapping utility in the following aspects:
 - a.) System Deployment of additional user interfaces specific to Departmental needs.
 - b.) Development of additional data layers as required.
 - c.) Training and support for key City Staff.
 - d.) Updates to infrastructure layers as dictated by city expansion and infrastructure upgrades.
 - e.) Overall system enhancement and improvement to existing mapping layers.
 - f.) Any other related tasks to which the parties may mutually agree.The Consultant hereby agrees to provide such Services to the City.

Term of Agreement

- 2. The term of this Agreement will begin on the date of this Agreement and will remain in full force and effect for 24 months thereafter, subject to earlier termination as provided in this Agreement, with the said term being capable of extension by mutual written agreement of the parties.

Performance

- 3. The parties agree to take all steps necessary to ensure that the terms of this Agreement are effected.

Compensation

- 4. For the services rendered by the Consultant as required by this Agreement, the City will pay to the Consultant compensation according to invoices submitted monthly by the Consultant for total actual time and materials used in the course of the Services. It is agreed by the parties hereof that the total invoiced amount of the Services shall not exceed Ninety Five Thousand Six Hundred Seventy Five Dollars (\$95,675.00) without prior renegotiation by mutual written agreement of the parties.
- 5. Compensation will be payable on a monthly basis, while this Agreement is in force. The City is entitled to deduct from the Consultant's compensation any applicable deductions and remittances as required by law.

Provision of Extras

6. The City agrees to provide, for the use of the Consultant in providing the Services, the following extras:
 - a.) Existing GIS data layers in the form of ESRI shapefiles and/or Geodatabase files.
 - b.) Available digital scanned copies of existing city maps and records.
 - c.) Open access to relevant paper maps and records for inspection/copying during city's regular work hours.
 - d.) Open access to the GIS partition on the city's network server provided for the purposes of this project regular work hours.

Reimbursement of Expenses

7. The Consultant will be reimbursed for expenses incurred by the Consultant in connection with providing the Services hereunder as follows:
 - a.) Specialized materials/reproduction expenses at a rate of direct expense plus ten percent (10%), and
 - b.) Subcontractor services at a rate of direct expense plus fifteen percent (15%), subject to prior approval by the City for the use of such sub-contractor.

The Consultant will furnish statements and vouchers to the City for all such expenses.

Payment Penalties

8. In the event that the City does not comply with the rates, amounts or dates of pay provided in this Agreement, the City shall be assessed and pay a finance fee of 1.5% per month or 18% per annum, computed beginning the 30th day following the date of invoice.

Ownership of Materials

9. All materials developed, produced, or in the process of being so under this Agreement, will be the property of the City. The use of the mentioned materials by the City will not be restricted in any manner.

Return of Property

10. Upon the expiry or termination of this Agreement, the Consultant will return to the City any property, documentation, records, or confidential information which is the property of the City.

Capacity/Independent Contractor

11. It is expressly agreed that the Consultant is acting as an independent contractor and not as an employee in providing the Services under this Agreement. The Consultant and the City acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

Modification of Agreement

12. Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

Notice

13. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the parties of this Agreement as follows:
 - a. City of Rock Springs
212 D Street, Rock Springs, Wyoming, 82901
ATTN: Mr. Paul Kauchich – Director of Engineering & Operations
Email: paul_kauchich@rswy.net
 - b. Rocky Mountain Survey, Inc.
503 5th Street, Rock Springs, Wyoming, 82901
Email: kentf@rmsurvey.com

Entire Agreement

14. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Limitation of Liability

15. The City agrees to limit the Consultant's liability for Consultant's negligent acts, errors or omissions to the aggregate sum of Fifty Thousand Dollars (\$50,000) or the Consultant's total fee for services rendered on this project, whichever is greater.

This Agreement is duly executed by the parties as of the date stated at the beginning.

SIGNED, SEALED AND DELIVERED

Rocky Mountain Survey, Inc.


Kent Felderman, PLS - President

City of Rock Springs

Mayor

_____ Attest

**City of Rock Springs Geographic Information System
Proposal For Professional and Technical Services**

Phase V Cost & Time Estimates

Item	Task	Description	Hrs	Notes
1	Mapping System Operational Enhancements	System Accessibility Usability Upgrades	50	Specialized Search/Query Tools; Data Analysis Tools; Data Management Tools
		Programming Enhancements	20	Performance upgrades to add improved operative efficiency
		Misc Departmental Workspace Enhancements	35	Asthetic/Operational improvements to best accomodate daily needs of the Public Works Departments
2	Additional Layers Development/Integration	Historic Coal Mine Features	60	Adits/Tunnels/Operational Workings of Coal Mines
		Historic Features and Sites	60	Significant Locations and Points of Interest
3	Routine Updates to Existing Map Layers	Master Drainage Plan/Stormwater	35	Integrate Stormwater Upgrades from Contractor Data; Improve and Merge existing facilities mapping
		Communications Facilities	15	Radio and Cellular towers and associated facilities
		Public Buildings Updates	25	Administrative; Civic; Medical; Emergency; Municipal; Shelters; Schools; Churches; etc.
		City Infrastructure Infill & Expansion Updates	35	Subdivision Development and Miscellaneous Construction Projects - System Input
		Water System Data Updates	160	Periodic Reconcile and Integration of Multiple Water Layers as Reviewed and Adjusted by ity Staff
		Dynamic City Data Updates	70	Routine Updates - Addressing; Zoning; Land Use, etc.
		City Managed MapServer Layers Updates	80	Routine maintenance of Street Centerline; Master Addressing Updates

Phase V Cost & Time Estimates

Item	Task	Description	Hrs	Notes
4	Specialized Projects			
		ARGIS Online Application Development	130	Pilot projects to demonstrate viability for publishing of information and maps to allow more extensive staff (and potentially public) access including Desktop and Mobile devices
		Systematic Structure-Based City Addressing Infill	250	Focused completion of the city-wide comprehensive, verified point address system
		Engineering Office Projects Tracking and Management Application	50	Design and Implement Application to allow map-based analysis and records access for construction and maintenance projects
		Water Department Mapping Utility Improvements	50	Migration to Network-based System; Refine Desktop and Mobile Apps
6	Staff Training/Presentations/ Workshops	Annual Users Tutorial and City Council Sysytem Demonstration	35	System Maximization Training/City Officials Workshops
7	Administrative Meetings	Quarterly Department Head Meetings	10	Progress reporting & priority reassessment
	TOTAL		1160	

2018
11/2/18

RESOLUTION NO. 2018- 68

A RESOLUTION ACCEPTING AND APPROVING A FORM OF CONTRACT WITH KILGORE COMPANIES LLC DBA LEWIS & LEWIS, INC., IN THE AMOUNT OF \$1,018,758.55, AND AUTHORIZING CARL R. DEMSHAR, AS MAYOR, AND MATTHEW L. MCBURNETT, AS CITY CLERK, TO EXECUTE SAID CONTRACT ON BEHALF OF THE CITY OF ROCK SPRINGS.

WHEREAS, the City of Rock Springs advertised for bids for the City of Rock 2018 Overlay Project, and the bid of Kilgore Companies LLC dba Lewis & Lewis, Inc., in the amount of \$1,018,758.55 was the successful bid; and,

WHEREAS, the Governing Body of said City has reviewed the proposed contract and the bids tendered and have given them careful review and consideration; and,

WHEREAS, it is considered in the best interest of said City to award said contract to the aforesaid successful bidder.

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

Section 1. That the contract for the City of Rock Springs 2018 Overlay Project, as set forth in said contract be, and it is hereby, awarded to Kilgore Companies LLC dba Lewis & Lewis, Inc., in the amount of \$1,018,758.55.

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 be, and he is hereby, authorized and directed to attest said contract and to attach a certified copy of this Resolution to each duplicate original of said contract.

PASSED AND APPROVED this _____ day of _____, 2018.

President of the Council

Mayor

Attest:

City Clerk

City of Rock Springs
2018 Overlay Project

D. FORM OF CONTRACT:

THIS AGREEMENT, made this _____ day of _____, 2018, by and between the City of Rock Springs, Wyoming, a municipal corporation, hereinafter mentioned as the Owner and Kilgore Companies LLC dba Lewis & Lewis, Inc. hereinafter mentioned as the Contractor.

WITNESSETH, that the Contractor and the Owner, for the considerations stated herein mutually agree as follows:

1. THE Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete all work required for the construction of the following general description:

Asphalt overlay and other miscellaneous work on City streets

as indicated on the attached plans and specifications and shall do everything required by this Agreement, the general conditions of the Contract, the plans and specifications.
2. THE work to be done under this Contract shall begin within ten (10) days after Notice to Proceed and shall be fully completed by September 15, 2018.
3. THE Owner shall pay the Contractor for the performance of this Contract the amount set forth in the bid schedule attached hereto, subject to any additions or deletions as may be included in the final estimate as prepared by the Engineer. The Contractor shall receive and accept these payments in full compensation for everything performed under this Contract and for all loss or damage arising out of the nature of the work, the action of the elements, and for unforeseen contingencies or difficulties encountered in the prosecution of the work.
4. THE Contractor shall pay to the Owner as liquidated damages an amount of \$500.00 per working day for failure to complete the project in the stipulated time.
5. THE general conditions of the Contract, the Bid Schedule, Contract Provisions, Specifications and Plans, together with this Agreement, form the Contract and are as fully a part thereof as if hereto attached or herein repeated.

City of Rock Springs
2018 Overlay Project

D. FORM OF CONTRACT:

6. THIS Agreement shall insure to the benefit to and be binding upon the legal representatives and successors of the City of Rock Springs and the Contractor respectively.

7. **CONTRACT AMOUNT:** \$ 1,018,758.55

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

ATTEST:

CITY OF ROCK SPRINGS

WITNESS:

Debbie McGarvey
Debbie McGarvey

CONTRACTOR:

Kilgore Companies LLC dba Lewis & Lewis, Inc.

BY: Caleb Tygum
Caleb Tygum, Project Manager, Estimator

City of Rock Springs
2018 Overlay Project

C. BID PROPOSAL:

Ladies and Gentlemen:

The undersigned, hereinafter referred to as the Contractor, hereby proposes to furnish all labor, tools, equipment and materials necessary to complete the work on the above project in accordance with the plans and specifications and special provisions attached hereto for the unit prices set forth in the following schedule. Please note changes to milling requirements are described under General Provisions, page 16 of this contract. The Contractor shall not begin asphalt paving before May 1, 2018. Roads may be paved prior to specified date, only at the City Engineering Department's approval. Milled roads shall be paved in a timely matter as to not affect road conditions or create public nuisance. All other estimated quantities are in units of square yards and an overlay depth of 1.5 inches including tack coat, shall be noted.

<u>Bid Item</u>	<u>Description</u>	<u>Est. Quantity</u>	<u>Unit Price</u>	<u>Total</u>
1.	Broadway Ave. (A Street-F Street)	<u>9,100</u>	<u>\$ 10.50</u>	<u>\$ 95,550.00</u>
2.	College Dr. (Arthur Park-Bridge)	<u>10,890</u>	<u>\$ 10.50</u>	<u>\$ 114,345.00</u>
3.	Foothill Blvd. (Jack Norris-Bus Barn)	<u>8,520</u>	<u>\$ 10.50</u>	<u>\$ 89,460.00</u>
4.	Grant St. (College Dr.-Center St.)	<u>11,240</u>	<u>\$ 10.50</u>	<u>\$ 118,020.00</u>
5.	Summit Dr. (Dewar Dr.-Reagan Ave.)	<u>18,580</u>	<u>\$ 10.50</u>	<u>\$ 195,090.00</u>


Miscellaneous Items:

1.	Traffic Control	<u>1 L.S.</u>	<u>\$ 50,000.00</u>	<u>\$ 50,000.00</u>
2.	Large Mill (as directed by Eng.)	<u>19,177 L.F.</u>	<u>\$ 4.35</u>	<u>\$ 83,419.95</u>
3.	Milled Butt-Joint (as directed by Eng.)	<u>1,643 L.F.</u>	<u>\$ 15.20</u>	<u>\$ 24,973.60</u>
4.	Small Mill (as directed by Eng.)	<u>20 HR</u>	<u>\$ 70.00</u>	<u>\$ 1,400.00</u>
5.	Leveling (including tack coat)	<u>1,500 (tons)</u>	<u>\$ 125.00</u>	<u>\$ 187,500.00</u>
6.	Patching (as directed by Eng.)	<u>800 (s.y.)</u>	<u>\$ 55.00</u>	<u>\$ 44,000.00</u>
7.	Force Account	<u>F.A.</u>	<u>\$ 1.00</u>	<u>\$ 15,000</u>

TOTAL BID AMOUNT: \$ 1,018,758.55

TOTAL BID: One Million Eighteen Thousand Seven Hundred Fifty Eight Dollars And Fifty Five Cents

BID SUBMITTED BY:

Words

Signature _____ Title _____
Caleb Tygum
Kilgore Companies LLC dba Lewis & Lewis, Inc. 370 A Blaintown Road Rock Springs, WY 82901
Company Name _____ Address _____
(307) 362-7948 (307) 382-4619
Phone Number _____ Fax Number _____

AMB
4/12/18

RESOLUTION NO. 2018- 69

A RESOLUTION ACCEPTING AND APPROVING TASK ORDER NO. 392.01.130 TO THE MASTER SERVICES AGREEMENT WITH HANSEN, ALLEN & LUCE, INC., (HAL), AND AUTHORIZING CARL DEMSHAR AS MAYOR OF THE CITY OF ROCK SPRINGS TO EXECUTE SAID TASK ORDER ON BEHALF OF THE CITY OF ROCK SPRINGS.

WHEREAS, a Master Services Agreement for Professional Services between the City of Rock Springs and HAL was accepted and approved by the Governing Body by Resolution 2016-107 on August 2, 2016; and,

WHEREAS, HAL submitted Task Order No. 392.01.120, requesting an increase of \$25,700.00 to the original contract was accepted and approved by the Governing Body by Resolution 2017-98 on September 5, 2017; and,

WHEREAS, HAL has submitted Task Order No. 392.01.130 requesting an increase of \$69,300.00 to the original contract for the Bitter Creek Sewer Crossing Reconstruction Services during Bidding and Construction near confluence of Bitter and Killpecker creeks; and,

WHEREAS, the Governing Body of the City of Rock Springs has said Task Order No. 392.01.130 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 Task Order No. 392.01.130 with HAL, attached hereto and by this reference specifically 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 Task Order No. 392.01.130 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 Task Order No. 392.01.130 a certified copy of this resolution.

PASSED AND APPROVED this _____ day of _____, 2018.

President of the Council

Mayor

Attest:

City Clerk

TASK ORDER NO. 392.01.130
TO
ENGINEERING SERVICES AGREEMENT

CLIENT: CITY OF ROCK SPRINGS

Effective Date of Master Agreement: July 16, 2016

THIS TASK ORDER NO. 392.01.120 ^{3 PM} TO ENGINEERING SERVICES AGREEMENT (this "TASK ORDER") is made and entered into as of the **27th day of March, 2018**, by and between CLIENT and HANSEN, ALLEN & LUCE, INC., ("HAL"), who agree as follows:

1. PROJECT. The PROJECT associated with this TASK ORDER is described as follows: Bitter Creek Sewer Crossing Reconstruction Services during Bidding and Construction. The PROJECT SITE is located as follows: Near confluence of Bitter and Killpecker creeks.
2. SCOPE OF SERVICES. The SCOPE OF SERVICES associated with this TASK ORDER is attached hereto as Exhibit T.O. 392.01.130-A.
3. FEES. CLIENT shall reimburse HAL for services provided under this AGREEMENT on an hourly billing rate plus reimbursable expenses basis, with an estimated not-to-exceed fee of \$ 69,300 (sixty-nine thousand three hundred dollars) in accordance with the HAL Standard Fee Schedule ("FEE SCHEDULE") attached hereto as Exhibit T.O. 392.01.130-B. CLIENT hereby agrees that all fees and charges set forth in the FEE SCHEDULE are acceptable to CLIENT, and CLIENT further agrees to pay all fees and charges to HAL in accordance with the ENGINEERING SERVICES AGREEMENT and FEE SCHEDULE.
4. SCHEDULE. Rock Springs is currently pursuing easements with the intent of construction summer 2018. We estimate a 12 week construction period.
5. ATTACHMENTS AND EXHIBITS. All attachments and exhibits referenced in or attached to this TASK ORDER are incorporated herein and are made a part of the ENGINEERING SERVICES AGREEMENT.
6. CLIENT has read and understood all ATTACHMENTS and EXHIBITS and agrees that such items are hereby incorporated into and made a part of the ENGINEERING SERVICES AGREEMENT.

IN WITNESS WHEREOF, CLIENT and HAL have executed this TASK ORDER as of the date first above written.

CLIENT: CITY OF ROCK SPRINGS

By: _____

Its: _____

Attest: _____

Its: _____

HANSEN, ALLEN & LUCE, INC.

By: [Signature]

Its: Principal

Attest: Richard M. Noote

Its: Principal

HAL BUDGET WORKSHEET

CLIENT: Rock Springs
PROJECT: Bitter Creek Sewer Crossing - Bidding and SDC

Pha	Task #	Task Activity	Billing Period	Principal	WEG P Brandt	WEG EIT RPR	LAB Tech	Prof/II	CAD	Secretary	Total Hours	Labor Costs	Expense Cost	Total HAL Cost	Outside Expense	COMMENT	HANSEN OLLEN & LUCE, PC
I TASK 100 - BIDDING SERVICES																	
	100	Communicate, prepare, receive and deliver	1	4.2							4.2	\$753.90	25.20	\$779.10			
	101	Communications to conduct documents	1	6.3							18.9	\$2,170.68	113.40	\$2,284.38			
	102	Communications to conduct documents	1	4.2							10.5	\$1,135.63	63.00	\$1,199.63			
	103	Communications to conduct documents	1	9.5							9.45	\$1,696.28	316.70	\$2,012.88			
	104	Respond to contractor questions and prepare addenda.	1	4.2					6.3		10.5	\$1,273.07	93.00	\$1,336.07			
	105	Assist with bid opening	1	9.5							9.45	\$1,696.28	316.70	\$2,012.88			
	106	Perform bid analysis and recommendation for award	1	2.1							2.1	\$376.95	12.60	\$389.55			
	107	Assist with contract negotiations	1	2.1							2.1	\$376.95	12.60	\$389.55			
	108	Prepare contract documents	1	2.1							6.3	\$632.10	37.80	\$669.00			
	109	Review contract documents	1	1.1						4.2	1.05	\$188.48	6.30	\$194.78			
	110	Review scope of services for SDC	1	0.5							0.525	\$94.24	3.15	\$97.39			
	111	Quality Control (QC) / Quality Assurance (QA)	1	2.1							2.1	\$376.95	12.60	\$389.55			
	SUBTOTAL											\$10,773.88	\$983.05	\$11,756.73	\$0.00	Outside / Subconsultant Costs	
	TOTAL											\$10,773.88	\$983.05	\$11,756.73	\$0.00	Outside / Subconsultant Costs	
	TOTAL BIDDING SERVICES											\$10,773.88	\$983.05	\$11,756.73	\$0.00	Outside / Subconsultant Costs	
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	TOTAL BIDDING SERVICES											\$10,773.88	\$983.05	\$11,756.73	\$0.00	Outside / Subconsultant Costs	
	TOTAL BIDDING SERVICES																

Assume assistance is by phone and email

II TASK 200 - CONSTRUCTION SERVICES

	200	Prepare for and conduct pre-construction conference	1	9.5							0	\$0.00	0.00	\$0.00			
	201	Construction survey control	1	0.5							15.75	\$2,124.78	354.50	\$2,479.28			
	202	Construction observation services (RPR) and testing	1	4.2							0.525	\$84.24	3.15	\$97.39			
	203	Review contractor submittals	1	6.3							273	\$23,801.90	1638.00	\$25,239.90			
	204	Construction progress meetings	1	58.8							6.3	\$1,130.85	37.80	\$1,168.65			
	205	Prepare pay estimates and recommendations	1	6.3							67.2	\$11,592.60	403.20	\$11,995.80			
	206	Final walk through and punch list	1	9.5							6.3	\$1,130.85	37.80	\$1,168.65			
	207	Final pay estimate	1	2.1							11.55	\$1,918.28	68.30	\$2,017.58			
	208	Construction record drawings	1	2.1							2.1	\$376.95	12.60	\$389.55			
	209	Quality Control (QC) Quality Assurance (QA)	1	4.2							10.5	\$1,070.37	83.00	\$1,133.37			
	SUBTOTAL											\$43,704.71	\$2,644.55	\$46,339.26	\$11,063.40	Outside / Subconsultant Costs	

Rocky Mountain Surveys (Rent Felderman)

WEG testing services and vehicle charges

Structural submittal review

Assume 7 progress meetings

Assume 3 pay estimates

TOTAL HOURS BY EMPLOYEE:

PHASE	TASK	Labor Costs	Direct Exp Cost	Subtotal	Subconsultant Costs	SubTotal
I	TASK 100 - BIDDING SERVICES	\$10,773.88	\$983.05	\$11,756.73	\$0.00	\$11,756.73
II	TASK 200 - CONSTRUCTION SERVICES	\$43,704.71	\$2,644.55	\$46,339.26	\$11,063.40	\$57,502.65
	TOTAL:	\$54,588.40	\$3,627.60	\$58,196.00	\$11,063.40	\$69,259.40

Filename: N:\Project\2018 - Rock Springs WY2018 Bitter Creek SDC\City of HAL Project\Spreadsheet_2018 Bitter Creek SDC\Submittal - Contingency to Hire

Recommended Budget \$69,300

**EXHIBIT B
STANDARD FEE SCHEDULE
2018**

PERSONNEL CHARGES

Client agrees to reimburse Hansen, Allen & Luce, Inc. (HAL), for personnel expenses directly related to the completion of the project, in accordance with the following:

Senior Managing Professional	\$179.50/hr
Managing Professional	\$156.50/hr
Senior Professional II	\$145.25/hr
Senior Professional I	\$136.10/hr
Professional III	\$126.20/hr
Professional II	\$113.30/hr
Professional I	\$105.30/hr
Professional Intern	\$95.10/hr
Engineering Student Intern	\$49.35/hr
Senior Designer	\$101.50/hr
Senior Field Technician	\$101.60/hr
Field Technician	\$82.55/hr
CAD Operator	\$82.55/hr
Secretary	\$60.75/hr
Professional Land Surveyor	\$116.70/hr
1 Man GPS Surveying Services – Surveying Technician	\$103.50/hr
1 Man GPS Surveying Services - PLS	\$137.90/hr
2 Man GPS Surveying Services - PLS	\$153.80/hr
Expert Legal Services	\$288.50/hr

DIRECT CHARGES

Client also agrees to reimburse HAL for all other costs directly related to the completion of the project. Direct charges shall include, but not be limited to, the following:

Communication, Computer, Reproduction	\$6.00 per labor hour
Out-of-town per diem allowance (lodging not included)	\$46.00 per day
Vehicle	\$0.65 per mile
Outside consulting and services	Cost plus 10%
Other direct expenses incurred during the project	Cost plus 10%
Trimble GPS Unit	\$130.00 per day
Drone Unit	\$500.00 per day plus data conversion costs
Data Logger/Transducer	\$125.00 per week

INTEREST CHARGE AFTER 30 DAYS FROM INVOICE DATE..... 1.5% per month

Note: Annual adjustments to personnel and direct expense charges will occur in January of each year. Mileage rate changes are based on fuel prices.

**MASTER AGREEMENT FOR PROFESSIONAL SERVICES
HANSEN, ALLEN & LUCE, INC.**

This AGREEMENT, dated July 16, 2016, is made and entered into between the City of Rock Springs (herein called OWNER) and Hansen, Allen & Luce, Inc., a Utah Corporation authorized to do business in Wyoming (herein called ENGINEER). From time to time OWNER may request that ENGINEER provide professional services for Specific Projects. Each work engagement will be documented by an individual Task Order. This AGREEMENT sets forth the general terms and conditions that will apply to all Task Orders duly executed under this AGREEMENT.

In consideration of the mutual promises herein contained, ENGINEER and OWNER agree as follows:

1. TERM AND AUTHORIZATION TO PROCEED

- A. This Agreement shall be effective and applicable to Task Orders issued hereunder for three (3) years from the Effective Date of the Agreement and, thereafter, shall automatically be renewed, at the end of this term and each renewal term, for an additional one year term until either party terminates the Agreement as set forth in paragraph 6(C).
- B. Execution of individual Task Orders by OWNER will be authorization for the ENGINEER to proceed with the authorized work associated with the Specific Projects (PROJECT), pursuant to the terms and conditions of this AGREEMENT.

2. ENGINEER'S SERVICES

- A. The ENGINEER agrees to provide engineering services to the OWNER on an as needed basis. The scope of services, period of performance, and basis of ENGINEER's compensation are to be defined in individual Task Orders. Each duly executed Task Order shall be subject to the terms and conditions of this AGREEMENT. A standard task order form is included as Attachment A. The ENGINEER will perform the defined services in a professional manner using the degree of care and skill that is normally employed by professional engineers or consultants on similar projects of equal complexity.
- B. The relationship of the ENGINEER to the OWNER is that of an independent contractor and nothing in this AGREEMENT or the attachments hereto, creates any other relationship. As an independent contractor, the ENGINEER shall have the sole responsibility for paying taxes, workers compensation, employee benefits (if any), and all similar obligations.
- C. This AGREEMENT is not a commitment by Owner to Engineer to issue any Task Orders.

3. COMPENSATION AND PAYMENT

- A. OWNER and ENGINEER shall agree on the basis of compensation for each Task Order. If hourly rates are to be used as the basis of compensation, those rates will be defined in each Task Order. Hourly rates are updated on September 1 of each calendar year by the ENGINEER. Updated hourly rates will be used for all task orders. Additionally, ENGINEER will be reimbursed for actual costs and expenses incurred in performance of the PROJECT.
- B. Invoicing will occur following the 15th day of each month. Payments shall be due within 45 days of receipt of the invoice.
- C. A service charge of 10 percent will be applied to direct expenses incurred in performance of the PROJECT that include, but may not be limited to meals, lodging, and subcontractor services and outside services. All sales, use, value added, business transfer, gross receipts, or other similar taxes will be reimbursed to ENGINEER.
- D. An interest rate of 1.5% per month will be applied to all invoices that are not paid in full after 60 days following the invoice date. Payments will be applied to the outstanding interest first and then to the principal.
- E. The ENGINEER may discontinue work on the PROJECT by issuing the OWNER a written seven-day notice if full payment for an invoice is not received within 60 days of the date of the invoice. Suspension of work will continue until full payment is made for all outstanding invoices including interest. The ENGINEER accepts no liability for damages or delays that result from its suspension of work. The OWNER may not use information or work product provided by the ENGINEER until full payment is made including applicable interest.

4. INSURANCE

- A. The ENGINEER will maintain insurance coverage throughout the term of the AGREEMENT. Insurance coverage will include:
 - 1) Worker's Compensation
 - State Statutory
 - Employer's Liability \$100,000
 - 2) Comprehensive General Liability
 - Bodily Injury and Property Damage \$1,000,000
 - Combined Single Limit \$1,000,000
 - 3) Automobile Liability
 - Combined Single Limit \$1,000,000
 - 4) Professional Liability \$2,000,000

5. LIMITATION OF LIABILITY

- A. The ENGINEER shall not be liable for damages or delays resulting from actions or inaction of a third party that is not under the direct control of the ENGINEER, such as government agencies that have review and permit authority.
- B. The OWNER shall indemnify and hold harmless the ENGINEER, its subcontractors, agents and employees for all liability, other than that caused solely by the negligent acts, errors, or omissions of the ENGINEER.
- C. The ENGINEER shall indemnify and hold harmless the OWNER, its agents, representatives, consultants and employees for all liability, other than that caused solely by the negligent acts, errors, or omissions of the OWNER.
- D. If the negligence or willful misconduct or both ENGINEER and OWNER (or a person identified above for whom each is liable) is a cause of such damage or injury, the loss, cost, or expense shall be shared between ENGINEER and OWNER in proportion to their relative degrees of negligence or willful misconduct and the right of indemnity shall apply for such portion.
- E. The OWNER shall defend, indemnify and hold harmless the ENGINEER, its subcontractors, agents and employees for all liability resulting from construction of the PROJECT, if the ENGINEER is not retained to perform construction phase services on the PROJECT.
- F. To the fullest extent permitted by law, and notwithstanding any other provision of this AGREEMENT, the total liability, in the aggregate, of the ENGINEER and the ENGINEER's officers, directors, partners, employees and subconsultants, and any of them, to OWNER, for any and all claims, losses, costs, or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to a Specific Project or Task Order, or this AGREEMENT, from any cause or causes shall not exceed the amount of the professional liability insurance coverage. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
- G. The ENGINEER is not responsible for delays or damages caused by acts of God such as floods or earthquakes, or other circumstances beyond control of ENGINEER.
- H. The ENGINEER, its subcontractors, agents and employees shall not be liable for consequential damages or indirect liability from a third party. The OWNER will defend, indemnify and hold harmless the ENGINEER, its subcontractors and agents from such an occurrence.

6. TERMINATION

- A. This AGREEMENT may be terminated by either party in the event that the other party has not performed any material covenant or has otherwise breached any

material term of this AGREEMENT (i) upon receipt of written notice thereof if the nonperformance or breach is incapable of cure, or (ii) upon the expiration of ten (10) calendar days (or such additional cure period as the non-defaulting party may authorize) after receipt of written notice thereof if the nonperformance or breach is capable of cure and has not been cured.

- B. Upon termination, ENGINEER is entitled to full compensation as computed under this AGREEMENT for the work completed
- C. Either party may terminate this AGREEMENT without cause at any time upon thirty (30) days prior written notice to the other party.

7. ASSIGNMENT

This AGREEMENT shall be binding on the heirs, successors and assignees of the parties. This AGREEMENT may not be assigned, transferred, conveyed, or encumbered, whether voluntarily or by operation of law, by either party without the prior written consent of the other party. Unauthorized assignment is void and nonbinding.

8. OPINION OF PROBABLE CONSTRUCTION COST

Opinions of probable construction cost prepared by the ENGINEER are based on its experience with past projects of similar construction. It is understood that the ENGINEER has no control over economical factors or unknown conditions that may have a significant impact on actual PROJECT cost. The ENGINEER does not guarantee its cost estimates and accepts no liability for problems created by the difference in actual costs and opinions of probable construction cost.

9. DOCUMENTS

Contract documents, calculations, electronic information and survey information created by the ENGINEER as "instruments of service" are the property of the ENGINEER. OWNER's use of the documents and other "instruments of service" on any other project is prohibited and the ENGINEER accepts no liability for such action.

10. CONSTRUCTION PHASE SERVICES

- A. The ENGINEER has based its cost to provide construction phase services, on the ENGINEER, its employees, subcontractors and agents being named as additional insured under any construction contractor(s) (herein CONTRACTOR) General Liability and Builder's All Risk Insurance.
- B. The OWNER shall include in any contract with the CONTRACTOR a statement to defend, indemnify and hold harmless the ENGINEER; its employees, subcontractors and agents for any and all action resulting from construction activity.
- C. Observations performed by the ENGINEER or its agents are intended to assist the OWNER to obtain the best project possible and not to assume the CONTRACTOR's responsibility to comply with the requirements of any contract documents. The parties to this AGREEMENT recognize that the CONTRACTOR has sole responsibility to ensure that any contract requirements are met. The CONTRACTOR is responsible for all methods used to complete the PROJECT and is responsible to follow all applicable safety procedures.
- D. "Record" documents prepared by the ENGINEER are based on information supplied by the CONTRACTOR and its agents and are only as accurate as the information provided by the CONTRACTOR. The ENGINEER does not assume responsibility for the accuracy of the "record" documents.

11. ADHERENCE TO APPLICABLE LAWS

- A. The laws of the State of Wyoming shall govern all aspects of this AGREEMENT.
- B. The ENGINEER shall comply with the applicable requirements of the Equal Employment Opportunity Laws, Title VI of the Civil Rights Act of 1964, as amended, and with the provisions contained in 49 CFR 21 through Appendix C and 23 CFR 710.450(b), and the Fair Labor Standards Act.

12. HAZARDOUS WASTE

OWNER will indemnify ENGINEER from all claims, damages, losses, and costs, including attorney's fees, arising out of or relating to the presence, discharge, release, or escape of hazardous substances or contaminants from the PROJECT. OWNER recognizes that ENGINEER assumes no risk and/or liability for waste or the waste site.

13. SEVERABILITY

The provisions of this AGREEMENT are severable, and should any provision hereof be void, overly broad or unenforceable, such void, overly broad or unenforceable provision shall not affect any other portion or provision of this AGREEMENT.

14. WAIVER

Any waiver by any party hereto of any breach of any kind or character whatsoever by any other party, whether such waiver be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this AGREEMENT on the part of the other party.

15. NOTICES

All notices, demands, and requests required or permitted to be given hereunder shall be in writing and shall be deemed duly given if delivered or if mailed by registered or certified mail, postage prepaid, addressed to the following:

ENGINEER: Gregory J. Poole, P.E.
Hansen, Allen & Luce, Inc.
6771 S 900 E
Midvale, Utah 84047

OWNER: Amy M. Allen, PE
Director, Department of Public Services
City of Rock Springs
212 D Street
Rock Springs, WY 82901

Either party shall have the right to specify in writing another name or address to which subsequent notices to such party shall be given. Any notice given hereunder shall be deemed to have been given as of the date delivered or mailed to the other party.

16. ATTACHMENTS

The following attachments are included as part of the AGREEMENT:

Attachment A – Standard Task Order Form
Task Orders, as awarded.


This AGREEMENT constitutes the entire understanding and AGREEMENT between the parties and supersedes all prior AGREEMENTS and understandings, whether written or oral, and may only be changed by written amendment executed by both parties.

Approved for OWNER

By

Title

Date

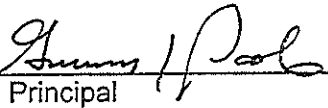

MAYOR
8.3.16

Accepted for Hansen, Allen & Luce, Inc.

By

Title

Date


Principal
July 18, 2016

RESOLUTION NO. 2016- /07

A RESOLUTION ACCEPTING AND APPROVING A MASTER AGREEMENT FOR PROFESSIONAL SERVICES AND TASK ORDER NO. 392.01.100 TO ENGINEERING SERVICES AGREEMENT WITH HANSEN, ALLEN & LUCE, INC., (HAL), AND THE CITY OF ROCK SPRINGS, WYOMING, AND AUTHORIZING CARL DEMSHAR AS MAYOR OF THE CITY OF ROCK SPRINGS TO EXECUTE SAID AGREEMENT AND TASK ORDER ON BEHALF OF THE CITY OF ROCK SPRINGS.

WHEREAS, the Governing Body of the City of Rock Springs desires to enter into a Master Agreement for Professional Services with HAL, establishing the general terms and conditions under which HAL shall provide the City with professional engineering services that the City may request from time to time; and,

WHEREAS, the Governing Body of the City of Rock Springs wishes to enter into a Task Order No. 392.01.100 to Engineering Services Agreement with HAL for the purpose of obtaining the data necessary to complete a feasibility level master plan, including surveying and geotechnical investigation, related to the rehabilitation of the Killpecker Creek sewer crossing; and,

WHEREAS, the Governing Body of the City of Rock Springs has said Master Agreement and Task Order before it, attached to this resolution and by this reference specifically made a part hereof, and has given them careful consideration.

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

Section 1. That the Master Agreement for Professional Services with HAL is hereby accepted and approved by the Governing Body of the City of Rock Springs, Wyoming.

Section 2. That Task Order No. 392.01.100 to Engineering Services Agreement is hereby accepted and approved by the Governing Body of the City of Rock Springs.


Section 3. That the Mayor of said City be, and he is hereby, authorized, empowered and directed to execute said Master Agreement and Task Order Agreement on behalf of said City; and that the City Clerk of said City, be and she is hereby, authorized and directed to attach to said agreements a certified copy of this resolution.

PASSED AND APPROVED this 2nd day of August, 2016.


President of the Council


Mayor

Attest:


City Clerk

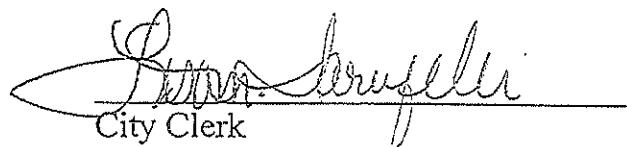
THE STATE OF WYOMING)
COUNTY OF SWEETWATER) ss.
CITY OF ROCK SPRINGS)

I, Carl R. Demshar, Jr., Mayor of the City of Rock Springs, Wyoming, do hereby proclaim that the foregoing Resolution of the said City of Rock Springs was, on the date thereof, duly and regularly passed and approved by the City Council of the said City of Rock Springs and by the Mayor of said City and attested by the City Clerk of said City, and I do hereby proclaim the same to be in full force and effect from and after the date of its passage and approval.


Mayor

THE STATE OF WYOMING)
COUNTY OF SWEETWATER) ss.
CITY OF ROCK SPRINGS)

I, Lisa M. Tarufelli, City Clerk of the City of Rock Springs, Wyoming, do hereby certify that on this 2nd day of August, 2016, the foregoing Resolution of the City of Rock Springs was proclaimed by the Mayor of said City to be in full force and effect from and after the passage thereof as set forth in said Resolution, and that the same was posted by me in the office of the City Clerk as directed by the City Council on the 2nd day of August, 2016, at 9 p.m. of said day.


City Clerk

RESOLUTION NO. 2018- 70

A RESOLUTION AUTHORIZING AND DIRECTING 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 ACCEPT AND APPROVE A BUDGET REVISION TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2018.

WHEREAS, the City of Rock Springs has submitted an Operating Budget for the fiscal year ending June 30, 2018, for salaries and expenses of all City Officials, for the Police Department and Fire Department, for the support and maintenance of the City Government and for all its expenditures; and,

WHEREAS, said Operating Budget was passed and approved by Resolution 2017-59 on June 20, 2017; and,

WHEREAS, the Council has determined that it is necessary and in the best interests of the City of Rock Springs to amend the budget for the fiscal year ending June 30, 2018; and,

WHEREAS, the Budget Revision indicates a source of funding adequate to cover all proposed expenditures.

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

Section 1. That the Budget Revision for the City of Rock Springs, be, and it is hereby, accepted by the Governing Body of the City of Rock Springs, Wyoming, for the 2017-2018 fiscal year ending June 30, 2018.

Presented for your consideration are the following amendments to the budget of the City of Rock Springs, Wyoming, for the 2017-2018 fiscal year ending June 30, 2018:

Addition of the following unanticipated revenues:

General Fund

Miscellaneous Reimbursements	\$ 1,109.00
Property & Liability Insurance	2,523.06
Fireworks	8,153.44
Streets	
Street Lighting	15,109.00
Police Department	
Vehicle Maintenance	2,523.06

Civic Center	
Fireworks	12,982.00

Transfer \$4,828.56 from Mayor – Economic Development to Civic Center – Fireworks.

Transfer \$25,844.20 for building energy efficiency improvements from General Fund – Fund Balance to:

General Fund

City Buildings	
Buildings & Grounds Maintenance	1,310.63
Building Improvements	5,468.32
Urban Renewal	
Buildings & Grounds Maintenance	531.95
Fire Department	
Specialized Departmental Supplies	2,147.48
Streets	
Buildings & Ground Maintenance	3,990.15
Cemetery	
Buildings & Grounds Maintenance	914.02
Parks	
Buildings & Grounds Maintenance	281.70
Facility & Equipment Maintenance	1,300.97
Golf Course	
Buildings & Grounds Maintenance	3,720.55
Civic Center	
Buildings & Grounds Maintenance	1,315.12
Non-Departmental	
Senior Citizens Appropriations	1,332.95
Vehicle Maintenance	
Buildings & Grounds Maintenance	3,530.36

Section 2. That the Mayor of the City of Rock Springs, is hereby authorized, empowered and directed to accept and approve said budget revision on behalf of said City, and that the City clerk of said City is hereby authorized and directed to attest said budget revision and to attach to each duplicate original of said budget revision a certified copy of this resolution.

PASSED AND APPROVED this _____ day of _____, 2018.

President of the Council

Attest:

Mayor

City Clerk

RESOLUTION NO. 2018- 71

A RESOLUTION ACCEPTING AND APPROVING A REQUEST FOR FAA APPROVAL OF AN AGREEMENT FOR THE TRANSFER OF ENTITLEMENTS, AND AUTHORIZING CARL R. DEMSHAR AS MAYOR OF THE CITY OF ROCK SPRINGS TO EXECUTE SAID REQUEST ON BEHALF OF THE CITY OF ROCK SPRINGS.

WHEREAS, United States Code Section 49 U.S.C. § 47117 provides that an amount apportioned to a sponsor of a primary airport is available for grants for any public-use airport of the sponsor included in the national plan of integrated airport systems; and,

WHEREAS, a sponsor of an airport may make an agreement with the Secretary of Transportation waiving the sponsor's claim to any part of the amount apportioned for the airport if the Secretary of Transportation agrees to make the waived amount available for a grant for another public-use airport in the same State or geographical area as the airport; and,

WHEREAS, the City of Rock Springs and County of Sweetwater, Wyoming and the Rock Springs-Sweetwater County Airport Board received a Request for FAA Approval of Agreement for Transfer of Entitlements from the U.S. Department of Transportation, Federal Aviation Administration, to the City of Cody, Wyoming and the Yellowstone Regional Airport Joint Powers Board in the amount of \$650,000.00 for eligible projects; and,

WHEREAS, the Governing Body has said Request for FAA Approval of Agreement for Transfer of Entitlements 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 Request for Approval of Agreement for Transfer of Entitlements, attached hereto and by this reference specifically 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 Request for Approval of Agreement for Transfer of Entitlements 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 Request a certified copy of this resolution.

PASSED AND APPROVED this _____ day of _____, 2018.

President of the Council

Mayor

Attest:

City Clerk

Request for FAA Approval of Agreement for Transfer of Entitlements

In accordance with 49 USC § 47117(c)(2),

Name of Transferring Sponsor: **City of Rock Springs and Sweetwater County, Wyoming and the Rock Springs-Sweetwater County Airport Joint Powers Board**
hereby waives receipt of the following amount of funds apportioned to it under 49 USC § 47117(c) for the:

Name of Transferring Airport (and Locid): Southwest Wyoming Regional Airport (RKS)

for each fiscal year listed below:

Entitlement Type (Passenger, Cargo or Nonprimary)	Fiscal Year	Amount
PN	2018	\$650,000
Total		\$650,000

The Federal Aviation Administration has determined that the waived amount will be made available to:

Name of Airport (and Locid) Receiving Transferred Entitlements: Yellowstone Regional Airport
(COD)

Name of Receiving Airport's Sponsor: **City of Cody, Wyoming and the Yellowstone Regional Airport Joint Powers Board**

a public use airport in the same state or geographical areas as the transferring airport for eligible projects under 49 USC § 47104(a).

The waiver expires on the earlier of September 30, 2018 or when the availability of apportioned funds lapses under 49 USC § 47117(b).

For the United States of America, Federal Aviation Administration:

Signature: 

Name: John P. Bauer

Title: Manager, Denver Airports District Office

Date: 3/20/2018

Certification of Transferring Sponsor

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this _____ day of _____, _____.

Name of Sponsor: CITY OF ROCK SPRINGS, WYOMING

Name of Sponsor's Authorized Official: _____

Title of Sponsor's Authorized Official: _____

Signature of Sponsor's Authorized Official: _____

Certificate of Transferring Sponsor's Attorney

I, _____, acting as Attorney for the Sponsor do hereby certify that in my opinion the Sponsor is empowered to enter into the foregoing Agreement under the laws of the State of Wyoming. Further, I have examined the foregoing Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said state and 49 USC § 47101, et seq.

Dated at _____ (City, State), this _____ day of _____, _____.

Signature of Sponsor's Attorney: _____

Certification of Transferring Sponsor

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this _____ day of _____, _____.

Name of Sponsor: SWEETWATER COUNTY, WYOMING

Name of Sponsor's Authorized Official: _____

Title of Sponsor's Authorized Official: _____

Signature of Sponsor's Authorized Official: _____

Certificate of Transferring Sponsor's Attorney

I, _____, acting as Attorney for the Sponsor do hereby certify that in my opinion the Sponsor is empowered to enter into the foregoing Agreement under the laws of the State of Wyoming. Further, I have examined the foregoing Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said state and 49 USC § 47101, et seq.

Dated at _____ (City, State), this _____ day of _____, _____.

Signature of Sponsor's Attorney: _____

Certification of Transferring Sponsor

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this _____ day of _____, _____.

Name of Sponsor: ROCK SPRINGS-SWEETWATER COUNTY AIRPORT JOINT POWERS BOARD

Name of Sponsor's Authorized Official: _____

Title of Sponsor's Authorized Official: _____

Signature of Sponsor's Authorized Official: _____

Certificate of Transferring Sponsor's Attorney

I, _____, acting as Attorney for the Sponsor do hereby certify that in my opinion the Sponsor is empowered to enter into the foregoing Agreement under the laws of the State of Wyoming. Further, I have examined the foregoing Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said state and 49 USC § 47101, et seq.

Dated at _____ (City, State), this _____ day of _____, _____.

Signature of Sponsor's Attorney: _____

RESOLUTION NO. 2018- 72

A RESOLUTION ACCEPTING AND APPROVING A REQUEST FOR FAA APPROVAL OF AN AGREEMENT FOR THE TRANSFER OF ENTITLEMENTS, AND AUTHORIZING CARL R. DEMSHAR AS MAYOR OF THE CITY OF ROCK SPRINGS TO EXECUTE SAID REQUEST ON BEHALF OF THE CITY OF ROCK SPRINGS.

WHEREAS, United States Code Section 49 U.S.C. § 47117 provides that an amount apportioned to a sponsor of a primary airport is available for grants for any public-use airport of the sponsor included in the national plan of integrated airport systems; and,

WHEREAS, a sponsor of an airport may make an agreement with the Secretary of Transportation waiving the sponsor's claim to any part of the amount apportioned for the airport if the Secretary of Transportation agrees to make the waived amount available for a grant for another public-use airport in the same State or geographical area as the airport; and,

WHEREAS, the City of Rock Springs and County of Sweetwater, Wyoming and the Rock Springs-Sweetwater County Airport Board received a Request for FAA Approval of Agreement for Transfer of Entitlements from the U.S. Department of Transportation, Federal Aviation Administration, to the City of Riverton, Wyoming in the amount of \$350,000.00 for eligible projects; and,

WHEREAS, the Governing Body has said Request for FAA Approval of Agreement for Transfer of Entitlements 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 Request for Approval of Agreement for Transfer of Entitlements, attached hereto and by this reference specifically 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 Request for Approval of Agreement for Transfer of Entitlements 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 Request a certified copy of this resolution.

PASSED AND APPROVED this _____ day of _____, 2018.

President of the Council

Mayor

Attest:

City Clerk

Request for FAA Approval of Agreement for Transfer of Entitlements

In accordance with 49 USC § 47117(c)(2),

Name of Transferring Sponsor: **City of Rock Springs and Sweetwater County, Wyoming and the Rock Springs-Sweetwater County Airport Joint Powers Board**
hereby waives receipt of the following amount of funds apportioned to it under 49 USC § 47117(c) for the:

Name of Transferring Airport (and Locid): Southwest Wyoming Regional Airport (RKS)
for each fiscal year listed below:

Entitlement Type (Passenger, Cargo or Nonprimary)	Fiscal Year	Amount
PN	2018	\$350,000
Total		\$350,000

The Federal Aviation Administration has determined that the waived amount will be made available to:

Name of Airport (and Locid) Receiving Transferred Entitlements: Riverton Regional Airport (RIW)

Name of Receiving Airport's Sponsor: **City of Riverton, Wyoming**

a public use airport in the same state or geographical areas as the transferring airport for eligible projects under 49 USC § 47104(a).

The waiver expires on the earlier of September 30, 2018 or when the availability of apportioned funds lapses under 49 USC § 47117(b).

For the United States of America, Federal Aviation Administration:

Signature: _____

Name: John P. Bauer

Title: Manager, Denver Airports District Office

Date: 3/20/2018

Certification of Transferring Sponsor

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this _____ day of _____, _____.

Name of Sponsor: CITY OF ROCK SPRINGS, WYOMING

Name of Sponsor's Authorized Official: _____

Title of Sponsor's Authorized Official: _____

Signature of Sponsor's Authorized Official: _____

Certificate of Transferring Sponsor's Attorney

I, _____, acting as Attorney for the Sponsor do hereby certify that in my opinion the Sponsor is empowered to enter into the foregoing Agreement under the laws of the State of Wyoming. Further, I have examined the foregoing Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said state and 49 USC § 47101, et seq.

Dated at _____ (City, State), this _____ day of _____, _____.

Signature of Sponsor's Attorney: _____

Certification of Transferring Sponsor

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this _____ day of _____, _____.

Name of Sponsor: SWEETWATER COUNTY, WYOMING

Name of Sponsor's Authorized Official: _____

Title of Sponsor's Authorized Official: _____

Signature of Sponsor's Authorized Official: _____

Certificate of Transferring Sponsor's Attorney

I, _____, acting as Attorney for the Sponsor do hereby certify that in my opinion the Sponsor is empowered to enter into the foregoing Agreement under the laws of the State of Wyoming. Further, I have examined the foregoing Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said state and 49 USC § 47101, et seq.

Dated at _____ (City, State), this _____ day of _____, _____.

Signature of Sponsor's Attorney: _____

Certification of Transferring Sponsor

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this _____ day of _____, _____.

Name of Sponsor: ROCK SPRINGS-SWEETWATER COUNTY AIRPORT JOINT POWERS BOARD

Name of Sponsor's Authorized Official: _____

Title of Sponsor's Authorized Official: _____

Signature of Sponsor's Authorized Official: _____

Certificate of Transferring Sponsor's Attorney

I, _____, acting as Attorney for the Sponsor do hereby certify that in my opinion the Sponsor is empowered to enter into the foregoing Agreement under the laws of the State of Wyoming. Further, I have examined the foregoing Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said state and 49 USC § 47101, et seq.

Dated at _____ (City, State), this _____ day of _____, _____.

Signature of Sponsor's Attorney: _____



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 contract 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 employees 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.

l) 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, Cats, and Rabbits 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, 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, or rabbit 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: _____

2413
3/23/18

ORDINANCE NO. 2018- 06

AN ORDINANCE AMENDING ARTICLE 13-8 OF THE ORDINANCES OF THE CITY OF ROCK SPRINGS, WYOMING, ENTITLED "ZONE DISTRICT REGULATIONS".

WHEREAS, after notice given in the manner and for the time required by law, the Planning and Zoning Commission of the City of Rock Springs held a public hearing on March 14, 2018, on proposed amendments to Article 13-8 of the Ordinances of the City of Rock Springs; and,

WHEREAS, the Planning and Zoning Commission of the City of Rock Springs, Wyoming, voted to recommend approval of the proposed amendments to Article 13-8 of the Ordinances of the City of Rock Springs; and,

WHEREAS, notice of hearing before the Governing Body of the City of Rock Springs, Wyoming, has been given as required by law, and the Governing Body has determined that said amendments should be adopted.

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

Section 1. That Article 13-8 of the Ordinances of the City of Rock Springs be amended as follows:

Amend Section 13-815.I.(2)(l) Surfacing by amending the first sentence of the second paragraph to read as follows (deletions are denoted by strikethrough and additions are denoted by underline):

In Industrial and B-2 Zoning Districts, excess parking spaces (beyond those required by ordinance), auxiliary driveways and equipment storage areas may be covered by gravel or ground asphalt in accordance with specifications provided by the Zoning Administrator, pursuant to first obtaining a Conditional Use Permit from said from said Zoning Administrator for Industrial Zone Districts, and for B-2 Zone Districts obtaining a Conditional Use Permit from the Planning and Zoning Commission.

This ordinance shall take effect immediately after it has been published as required by law.

PASSED AND APPROVED this _____ of _____, 2018.

President of the Council

Mayor

Attest:

City Clerk

1st Reading_____

2nd Reading_____

3rd Reading_____



Planning & Zoning Commission Staff Report

Project Name: B-2 Parking Lot Surfacing

Project Number: PZ-18-00020

Report Date: March 6, 2018

Meeting Date: March 14, 2018

Applicant

Deric Keller

Property Owner

N/A

Project Location

N/A

Zoning

B-2

Public Notification

- Public Hearing Notice Printed 2/24/18 – *Rocket Miner*
- Public Hearing Notice Printed 3/17/18

Previous P&Z Action

None

Ordinance References

13-815.I.(2)(I)

Staff Representative

Steve Horton, City Planner

Attachments

- Application
- Proposed language for Ordinance Amendment
- Public Notice
- Utility Review Comments

Request

Petition for amendment regarding parking lot surfacing in the B-2 Zone District, to allow ground asphalt or gravel surface with Conditional Use Permit approval.

Background

Section 13-815.I. of the Rock Springs Zoning Ordinance sets forth the Off-Street Parking Requirements for all land uses permitted in the Zoning Ordinance. Sub-section (2)(I) sets forth the surfacing requirements for parking spaces, driveways and drive aisles. This section sets forth the requirement that unless specified, paving with asphalt, concrete, or asphaltic concrete is required.

An exception from the paved parking surface is made for Industrial Zone Districts (I-1 and I-2). This exception allows that excess parking spaces and equipment storage areas may use gravel or ground asphalt with Conditional Use Permit approval by the Zoning Administrator.

This application by Mr. Keller is requesting that the B-2 Zone District be eligible for gravel or ground asphalt surfacing.

Analysis

The requirement for paved surfacing of parking lots has been in effect since the early 1980's. Within cities and towns pavement surface for parking is standard practice. This is needed for health, safety and welfare concerns. Furthermore, city beautification and aesthetics are promoted by paving of parking areas. City streets are kept cleaner with paved parking lots.

Paved parking surface is required for Industrial Zone (I-1 & I-2) parking spaces required by the Zoning Ordinance. However, excess parking and equipment storage areas may apply for Conditional Use Permit - gravel parking.

The petitioner is requesting that B-2 Zone Districts also be allowed to apply for a Conditional Use Permit for gravel surfacing for excess parking and storage areas. A consideration is that B-2 Zone Districts are more visible than I-1 and I-2 Zone Districts. However, with appropriate conditions, ground asphalt or gravel parking would be acceptable. Staff would recommend that one or two year approvals would work and perhaps allow a business time to make plans for paving. With the Conditional Use process City staff will notify adjacent property owners and use the Utility Review Committee to evaluate each request. These measures will ensure that conflicts or problems do not occur.

Public Hearing Notification

A Public Hearing Notice for the Planning & Zoning Commission Public Hearing was duly published in the Rock Springs Rocket Miner on February 24, 2018. A Public Hearing notice for the City Council Public Hearing was duly published in the Rock Springs Rocket Miner on March 17, 2017.

Project #:

PZ-18-00020

Project Name:

Language Amendment:

Public Comment

Shane Griffin spoke in support of the Language Amendment.

Staff & Planning & Zoning Commission Recommendation

City Planner Steve Horton stated that allowing Conditional Use Permit requests for B-2 Zones under this Section could be beneficial, with careful review, and placing a term limit such as a 1 year approval and that paving be completed at the end of 1 year. This could assist businesses and the city in a positive way. It was moved by Commissioner Schoenfeld and seconded by Commissioner Keaton to recommended approval of the language amendment and adding language that Conditional Use Permit review and approval be made by the Planning and Zoning Commission. Motion carried unanimously.

PUBLIC HEARING NOTICE

TAKE NOTICE that the Rock Springs City Council will hold a public hearing in the Rock Springs City Hall Council Chambers at 7:00 p.m., April 3, 2018, where all interested parties will have the opportunity to appear and be heard regarding the following:

An application to consider amending Chapter 13 (ZONING) of the Ordinances of the City of Rock Springs to add B-2 Zone District as eligible for gravel or ground asphalt paving surface for excess parking spaces, auxiliary driveways and equipment storage areas subject to Conditional Use Permit approval from the Zoning Administrator.


The following section is proposed for amendment:

Section 13-815.I.(2)(l) second paragraph

The Planning and Zoning Commission held a Public Hearing on this application on March 14, 2018, and recommended that Mr. Keller's application be amended to add B-2 Zone District as eligible for gravel or ground asphalt paving surface for excess parking spaces, auxiliary driveways and equipment storage areas subject to Conditional Use Permit approval from the Planning and Commission.

You may view a copy of the proposed amendments at the Rock Springs Planning Department Office, 212 'D' Street, Rock Springs, Wyoming or on the City's website at: www.rswy.net.

Dated this 17th day of March, 2018



Stephen Horton, Secretary
Planning and Zoning Commission

Publish: March 17, 2018
Bill To: City of Rock Springs



2018
CITY OF ROCK SPRINGS
LANGUAGE AMENDMENT
APPLICATION

Planning & Zoning Division
212 D Street
Rock Springs WY 82901
307.352.1540 (phone)
307.352.1545 (fax)

Staff Use Only:

Date Received 2-7-18

File Number: P2-18-00020

Payment Information:

Amount Received: 200.00

Received by: Steve Horton

Cash or Check Number: 572846

Receipt Number: _____

Date Certified as Complete Application: 2-7-18

By: Steve Horton

A. CONTACT INFORMATION:

NOTE: The City of Rock Springs will only send correspondence to the names and mailing addresses provided on this application. Attach a separate sheet if necessary.

Petitioner(s) Information:

Name: Deric F Keller

Mailing Address: 2100 Elk St

Rock Springs

WY 82901

Email Address: deric.keller@firstchoicepark.com

Phone Number: 307-371-3683 Fax Number: 307-382-1497

Name: _____

Mailing Address: _____

Email Address: _____

Phone Number: _____

Fax Number: _____

B. PLEASE ANSWER THE FOLLOWING ON THE SPACES PROVIDED:

1. Article and Section Number to be amended (The Rock Springs Ordinances are available online at www.rswy.net):
13-815.1.(2)(L)

2. Proposed Amendment (attached a separate sheet if necessary):

Amend the surfacing requirements to allow and include B-2
zone for gravel or graded asphalt surfacing as a Conditional Use
permit

3. Describe the need for and purpose of the Proposed Amendment:

To allow a lot with gravel asphalt to be used
for parking RV's Temp for 2 years to make the improvement
needed.

C. SUBMITTAL REQUIREMENTS:

The following shall be submitted with the application at the time of filing in order for the petition to be complete and scheduled for public hearing with the Planning and Zoning Commission. An incomplete application will not be scheduled for hearing and shall be returned to the applicant.

- ☐ Filing Fee (\$200.00)
- ☐ Completed application, including graphic material if it will assist in understanding the benefits of the amendment.

D. SUBMITTAL DEADLINES:

NOTE: Applications that are not RECEIVED by 3:00 p.m. on the Application Deadline will be postponed until the following month's meeting. If a deadline falls near a City holiday, please contact the Planning Department to verify the days City Hall will be closed to ensure that your application is submitted on time.

	January Meeting	February Meeting	March Meeting	April Meeting	May Meeting	June Meeting	July Meeting	August Meeting	September Meeting	October Meeting	November Meeting	December Meeting
Application Deadline	12/6/2017*	1/22/2018	2/19/2018	3/19/2018	4/16/2018	5/21/2018	6/18/2018	7/16/2018	8/20/2018	9/17/2018	10/22/2018	11/19/2018
Public Hearing Ad	A Public Hearing Notice is prepared by the City of Rock Springs and published in the Rock Springs Rocket Miner Newspaper a minimum of fifteen (15) days prior to the Planning and Zoning Commission Public Hearing.											
P&Z Public Hearing	1/10/2018	2/14/2018	3/14/2018	4/11/2018	5/9/2018	6/13/2018	7/11/2018	8/8/2018	9/12/2018	10/10/2018	11/14/2018	12/12/2018
City Council Hearing Ad	After the Planning and Zoning Commission Public Hearing, a second Public Hearing Notice is prepared by the City of Rock Springs and published in the Rock Springs Rocket Miner Newspaper a minimum of fifteen (15) days prior to the City Council Public Hearing.											
**Council Public Hearing	2/6/2018	3/6/2018	4/3/2018	5/1/2018	6/5/2018	7/3/2018	8/7/2018	9/4/2018	10/2/2018	11/6/2018	12/4/2018	1/8/2019

* Deadline moved due to holiday.

**An Ordinance to amend the Rock Springs Ordinances must be read at three consecutive City Council meetings prior to being accepted.

E. SIGNATURE(S) REQUIRED:

I acknowledge that I have read and understand this application and the pertinent Zoning Ordinance amendment regulations (Sections 13-901 of the Rock Springs City Ordinances).

Signature of Petitioner  Date _____

Signature of Petitioner _____ Date _____

(If the petition includes multiple petitioners, all petitioners must sign the application. Attach a separate sheet if necessary.)



Department of Public Services
212 D Street, Rock Springs, WY 82901
Office [307] 352-1540 • FAX [307] 352-1545

UTILITY REVIEW - COMMENT SHEET

Comments Due: Tuesday, March 6, 2018 no later than 2:00 p.m.

Date: February 27, 2018
To: Utility Review Committee
From: Steve Horton
Project #: PZ-18-00020
Project Name: Deric Keller – B-2 Parking Lot Surfacing
Project Address: N/A
Location Description:
Project Description: Zoning Ordinance Language Amendment – Please read the Staff Report and submit any comments



Please submit this comment sheet no later than 2:00 p.m. on the due date referenced above & in your email notification.

I have reviewed the plans on behalf of (Dept. or Org.) Engineering for the above-referenced project.

Please check as applicable:

- ☐ No issues - plans approved as submitted.
☐ Revisions required to the Site Plan/Plat/Drawing:

- (1) _____
(2) _____
(3) _____
(4) _____

☒ Other Comments/Issues:

- (1) Paving, Asphalt or concrete, required from property line
(2) to public ROW.
(3) Mud and other debris shall not be tracked out into public
(4) ROW.

MAH
Signature of Reviewer

3/6/2018
Date

☐ Please provide me with a copy of the Revised Plans for review.



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I have reviewed the plans on behalf of (Dept. or Org.) Dominion Energy for the above-referenced project.

Please check as applicable:

☒ No issues - plans approved as submitted.

☐ Revisions required to the Site Plan/Plat/Drawing:

- (1) _____
- (2) _____
- (3) _____
- (4) _____

☐ Other Comments/Issues:

- (1) _____
- (2) _____
- (3) _____
- (4) _____

Signature of Reviewer _____

3-5-2018
Date

☐ Please provide me with a copy of the Revised Plans for review.

ORDINANCE NO. 2018- 07

AN ORDINANCE AMENDING ARTICLE 13-8 OF THE ORDINANCES OF THE CITY OF ROCK SPRINGS, WYOMING, ENTITLED "ZONE DISTRICT REGULATIONS".

WHEREAS, after notice given in the manner and for the time required by law, the Planning and Zoning Commission of the City of Rock Springs held a public hearing on February 14, 2018 on proposed amendments to Article 13-8 of the Ordinances of the City of Rock Springs; and,

WHEREAS, the Planning and Zoning Commission of the City of Rock Springs, Wyoming, voted to recommend approval of the proposed amendments to Article 13-8 of the Ordinances of the City of Rock Springs; and,

WHEREAS, notice of hearing before the governing body of the City of Rock Springs, Wyoming, has been given as required by law, and the governing body has determined that said amendments should be adopted.

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

Section 1. That Article 13-8 of the Ordinances of the City of Rock Springs be amended as follows:

Amend Section 13-801 D.(1)(g), Residential Zoning Districts, of the City of Rock Springs Ordinances, to amend the following requirement (deletions are denoted by strikethrough and additions are denoted by underline):

(g) Separation: ~~Animals shall be kept a minimum distance of 100 feet from any residence.~~ Horse(s) shall have an accessory structure (barn or stable) and a corral and both shall be separated by 30 feet from the residence.

PASSED AND APPROVED this _____ day of _____, 2018.

President of the Council

ATTEST:

City Clerk

Mayor

1st Reading: _____

2nd Reading: _____

3rd Reading: _____



Planning & Zoning Council Staff Report

Project Name: R-E Zoning District Language Amendment
Project Number: PZ-18-00010
Report Date: February 8, 2018
Meeting Date: February 14, 2018

Applicant

Daniel Pedri
 3001 Mustang Drive
 Rock Springs WY 82901

Property Owner

N/A

Project Location

N/A

Zoning

R-E

Public Notification

- Public Hearing Notice Printed
1/27/18 – *Rocket Miner*

Previous P&Z Action

None

Ordinance References

13-801 D.(1)(g)

Staff Representative

Steve Horton, City Planner

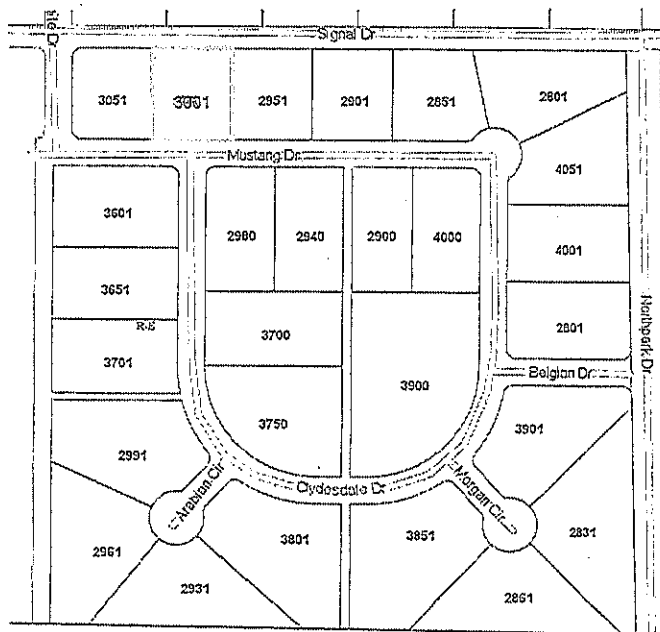
Attachments

- Application
- Site Plan
- Public Notice
- Proposed language for Ordinance Amendment

Request

Petition for amendment regarding the R-E Zone District Regulations to reduce the separation distance between residence and animals from 100 ft to 50 ft. The specific section for amendment pertaining to R-E Zoning District is:

Section 13-801 D.(1)(g) Rural Estate Zone (R-E)



Background

The R-E Zoning District is unique in that this is the only zoning district within the city that permits the keeping of horses. Another unique thing about this zoning district is a very large minimum lot size. For comparison, the R-1 Zone District requires a minimum lot size of 7,000 square feet and the R-E Zone District requires a minimum lot size of 32,670 square feet. There is currently only one (1) R-E Zone District in the City and this is located in the northwest part of the City and is developed as Sweetwater Station Addition. This subdivision was platted and constructed in 2004 and includes 26 lots. Currently there are houses constructed on more than ½ of the lots

Analysis

Typically the keeping of horses and animals is a land use conducted in the county. Approximately ¾ of Sweetwater County is zoned Agriculture which allows horses. Sweetwater County Residential Zone Districts also allow horses. The City of Green River does not allow the keeping of horses within residential zone districts, however, there are City operated horse corrals located within the Green River city limits.

The R-E District in Rock Springs allows the keeping of no more than two (2) horses. Limiting the number of horses protects against potential health and aesthetic issues for property owners within the subdivision. A barn and corral is necessary for the property owners that have a horse(s).

Project Name:
Language Amendment –R-E

Project #:
PZ-18-00010

The R-E Zone District requires that animals be kept a minimum distance of 100 feet from any residence. The 100 ft from any residence creates all kinds of problems. What if a property owner places a barn and corral 15 feet from his side property line? Then what if the adjacent lot is purchased and that property owner has to place his house so that it is 100 feet from Mr. Pedri's barn. This creates a partial taking of property because an adjacent property owner loses the right to use his property.

This 100 ft separation distance applies to the barn and corral. The minimum lot size in the R-E District is .75 acres (32,670 sq. ft.)

Mr. Pedri, the applicant, is requesting a reduction in separation distance between animals and residence be reduced to 50 ft. Mr. Pedri's lot is .82 acres in size and 175 ft wide and 203 ft deep. His required front setback is 30 ft, his house is 70 ft deep. That leaves 100 ft from the rear building line of his house to his rear property line. The 100 ft separation precludes Mr. Pedri from having a barn and corral. With a 50 ft separation Mr. Pedri would be able to place a barn and corral and meet the 15 ft accessory building setback from the rear property line.

City of Laramie: 20 ft separation between residence and animals

City of Cody: No separation requirement

City of Gillette: No separation requirement

If horses are to be allowed, then reasonable regulations should be in place to allow for a barn and corral necessary for the horses. Also reasonable regulations must be put in place so that the placement of a barn or corral does not dictate where an abutting property owner can place his house.

Reducing the separation distance to 50 ft or less appears to be a very reasonable request along with language to require the separation distance to apply from the applicants residence only.

Public Hearing Notification

A Public Hearing Notice for the Planning & Zoning Commission Public Hearing was duly published in the Rock Springs Rocket Miner on January 27, 2018. A Public Hearing Notice for the City Council Public Hearing was duly published in the Rock Springs Rocket Miner on February 17, 2018.

Public Comment

Gene Legerski, a property owner in Sweetwater Station Subdivision, spoke in support of the language amendment.

Staff & Planning and Zoning Commission Recommendation

City Planner Steve Horton stated that reducing the separation distance to 50 feet or 30 feet would be adequate to allow residents to have a barn and corral. It was moved by Commissioner Jackman and seconded by Commissioner Schoenfeld to amend the petition and reduce the separation distance from 50 ft to 30 ft. Motion carried unanimously. It was moved by Commissioner West and seconded by Commissioner Shaw to recommend approval of the language amendment as amended with a separation distance of 30 ft. Motion carried unanimously.



2018
CITY OF ROCK SPRINGS
LANGUAGE AMENDMENT
APPLICATION

Planning & Zoning Division
212 D Street
Rock Springs WY 82901
307.352.1540 (phone)
307.352.1545 (fax)

Staff Use Only:

Date Received 1-12-18 File Number: PZ-18-00010
Payment Information: Amount Received: 200.00 Received by: Stewart Horton
Cash or Check Number: 2167 Receipt Number: _____
Date Certified as Complete Application: 1-12-18 By: Stewart Horton

A. CONTACT INFORMATION:

NOTE: The City of Rock Springs will only send correspondence to the names and mailing addresses provided on this application. Attach a separate sheet if necessary.

Petitioner(s) Information:

Name: Daniel Pedri
Mailing Address: 3001 Mustang Drive
Rock Springs, Wyoming
82901
Email Address: Daniel.Pedri@anadarko.com
Phone Number: 307-371-5850 Fax Number: 720-929-3653

Name: _____
Mailing Address: _____

Email Address: _____
Phone Number: _____ Fax Number: _____

B. PLEASE ANSWER THE FOLLOWING ON THE SPACES PROVIDED:

- Article and Section Number to be amended (The Rock Springs Ordinances are available online at www.rswy.net):
13-801 Residential Zoning D(4g) - Separation
- Proposed Amendment (attached a separate sheet if necessary):
D(4) (g) - Separation: Animals shall be kept a minimum distance of 50 feet from
any residence.
- Describe the need for and purpose of the Proposed Amendment:
Purchased a built home in Sweetwater Station with intention to have horses.
lot size does not allow adequate structure to be built to accommodate two
horses

C. SUBMITTAL REQUIREMENTS:

The following shall be submitted with the application at the time of filing in order for the petition to be complete and scheduled for public hearing with the Planning and Zoning Commission. An incomplete application will not be scheduled for hearing and shall be returned to the applicant.

☐ Filing Fee (\$200.00)

☐ Completed application, including graphic material if it will assist in understanding the benefits of the amendment.

D. SUBMITTAL DEADLINES:

NOTE: Applications that are not RECEIVED by 3:00 p.m. on the Application Deadline will be postponed until the following month's meeting. If a deadline falls near a City holiday, please contact the Planning Department to verify the days City Hall will be closed to ensure that your application is submitted on time.

	January Meeting	February Meeting	March Meeting	April Meeting	May Meeting	June Meeting	July Meeting	August Meeting	September Meeting	October Meeting	November Meeting	December Meeting
Application Deadline	12/6/2017*	1/22/2018	2/19/2018	3/19/2018	4/16/2018	5/21/2018	6/18/2018	7/16/2018	8/20/2018	9/17/2018	10/22/2018	11/19/2018
Public Hearing Ad	A Public Hearing Notice is prepared by the City of Rock Springs and published in the Rock Springs Rocket Miner Newspaper a minimum of fifteen (15) days prior to the Planning and Zoning Commission Public Hearing.											
P&Z Public Hearing	1/10/2018	2/14/2018	3/14/2018	4/11/2018	5/9/2018	6/13/2018	7/11/2018	8/8/2018	9/12/2018	10/10/2018	11/14/2018	12/12/2018
City Council Hearing Ad	After the Planning and Zoning Commission Public Hearing, a second Public Hearing Notice is prepared by the City of Rock Springs and published in the Rock Springs Rocket Miner Newspaper a minimum of fifteen (15) days prior to the City Council Public Hearing.											
**Council Public Hearing	2/6/2018	3/6/2018	4/3/2018	5/1/2018	6/5/2018	7/3/2018	8/7/2018	9/4/2018	10/2/2018	11/6/2018	12/4/2018	1/8/2019

* Deadline moved due to holiday.

**An Ordinance to amend the Rock Springs Ordinances must be read at three consecutive City Council meetings prior to being accepted.

E. SIGNATURE(S) REQUIRED:

I acknowledge that I have read and understand this application and the pertinent Zoning Ordinance amendment regulations (Sections 13-901 of the Rock Springs City Ordinances).

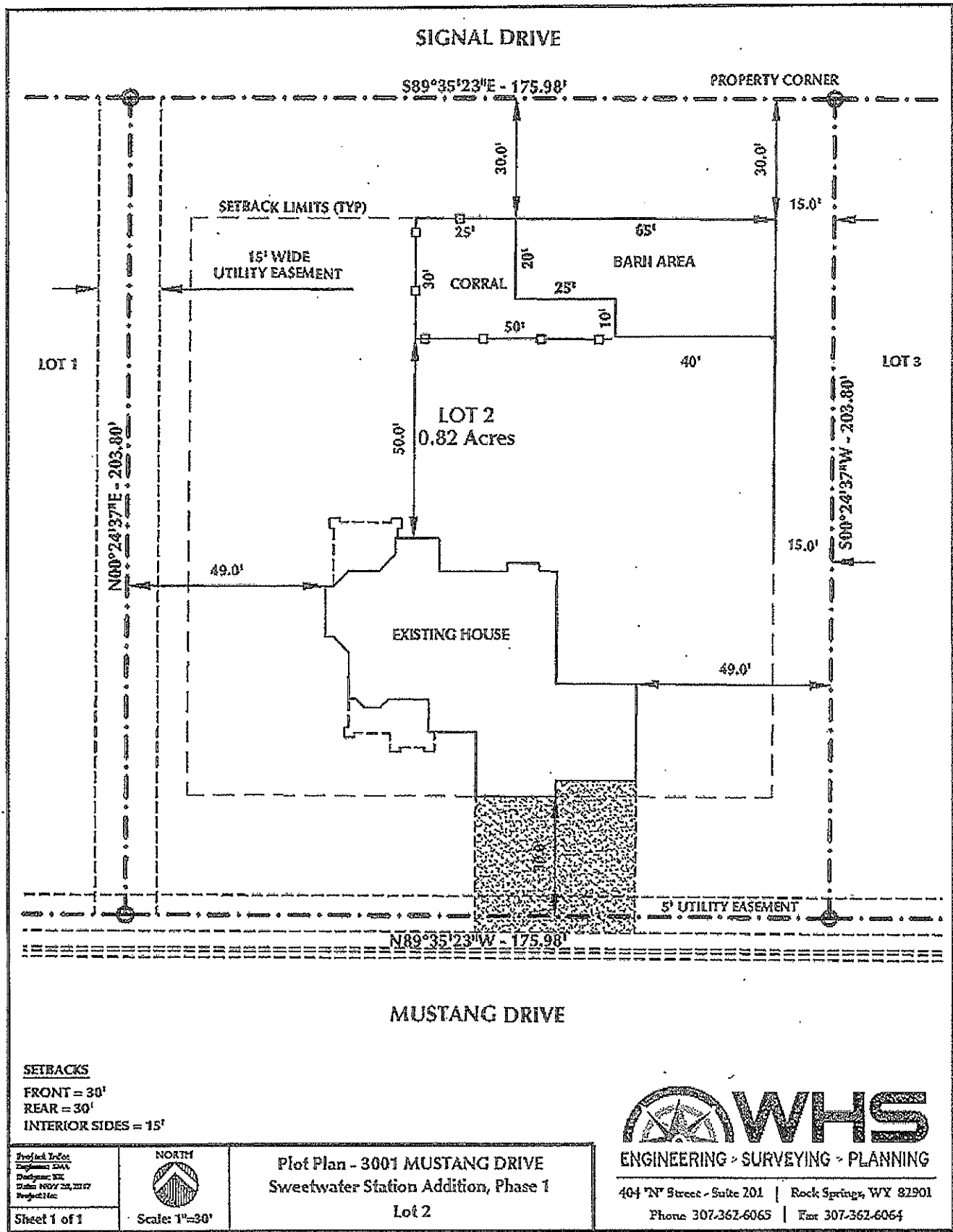
Signature of Petitioner _____

Date 1/12/2018

Signature of Petitioner _____

Date _____

(If the petition includes multiple petitioners, all petitioners must sign the application. Attach a separate sheet if necessary.)



13-801 Residential Zoning Districts.

D. Supplemental Requirements.

(1) Horses in an R-E Zoning District:

- (a) Each lot shall be permitted to have no more than two (2) horses per lot, not including unweaned offspring (foal). A foal becomes a "horse" for the purposes of this definition when it has attained the age of 12 months. Each Shetland pony, mule or donkey constitutes one horse. Other than household pets (dogs and cats) and horses noted above, no other animals (pigs, sheep, goats, rabbits, chickens, etc.) shall be permitted.
- (b) Horses shall be considered for private use only when the owner of the animal and the occupant of the property upon which the horse is kept are the same party.
- (c) All other domesticated livestock or wild animals are strictly prohibited.
- (d) Grazing/corral areas shall not be located within the front or corner yard.
- (e) Animal Feces and Waste.
 - i. Areas of the lot, as well as accessory buildings or structures devoted to the animal shall be maintained and kept in such a manner as to not constitute a nuisance to the surrounding properties or area.
 - ii. It shall be unlawful for any person to spread, scatter, distribute, drain or deposit in any manner any animal feces and/or waste on property not owned or occupied by them.
- (f) Dust and/or drainage.
 - i. To prevent dust and drainage problems, corral areas shall be limited to 25% of the lot coverage.
 - ii. Grazing/corral area shall not create a dust or drainage condition beyond the property boundaries.
- (g) Separation. Animals shall be kept a minimum distance of 100 feet from any residence.

PUBLIC HEARING NOTICE

TAKE NOTICE that the Rock Springs Planning and Zoning Commission will hold a public hearing in the Rock Springs City Hall Council Chambers at 7:00 p.m., February 14, 2018, where all interested parties will have the opportunity to appear and be heard regarding the following:

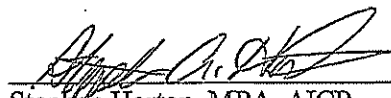
An application submitted by Daniel Pedri to consider amending Chapter 13 (ZONING) of the Ordinances of the City of Rock Springs in the R-E Zone District to reduce the reduce the minimum separation distance between a residence and animals from 100 ft to 50 ft

The following section is proposed for amendment:

Section 13-801 D.(1)(g) Residential Zoning Districts, Horses in an R-E District, Separation

You may view a copy of the proposed amendments at the Rock Springs Planning Department Office, 212 'D' Street, Rock Springs, Wyoming or on the City's website at: www.rswy.net.

Dated this 25th day of January, 2018



Stephen Horton, MPA, AICP
Interim City Planner

Publish: January 27, 2018
Bill To: City of Rock Springs

PUBLIC HEARING NOTICE

TAKE NOTICE that the Rock Springs City Council will hold a public hearing in the Rock Springs City Hall Council Chambers at 7:00 p.m., March 6, 2018, where all interested parties will have the opportunity to appear and be heard regarding the following:

An application submitted by Daniel Pedri to consider amending Chapter 13 (ZONING) of the Ordinances of the City of Rock Springs in the R-E Zone District to reduce the minimum separation distance between a residence and animals from 100 ft to 50 ft

The following section is proposed for amendment:

Section 13-801 D.(1)(g) Residential Zoning Districts, Horses in an R-E District, Separation

You may view a copy of the proposed amendments at the Rock Springs Planning Department Office, 212 'D' Street, Rock Springs, Wyoming or on the City's website at: www.rswy.net.

Dated this 15th day of February, 2018



Stephen Horton, MPA, AICP
Interim City Planner

Publish: February 17, 2018
Bill To: City of Rock Springs