



*City Council Meeting  
Agenda Packet*

*June 5, 2018*

*7 p.m.*

# City Council Meeting Agenda

## June 5, 2018 7 p.m.



- p. 5
  - 1. Pledge of Allegiance
  - 2. Roll Call
  - 3. Approval of Minutes: City Council Meeting of May 15, 2018

### **BID OPENINGS**

- p. 14
  - 1. Bunning Park Area Rehabilitation Project
- p. 15
  - 2. Water Reclamation Facility Vac Truck

### **APPOINTMENTS**

- p. 17
  - 1. Communities Protecting the Green River—Eddie Baker (No Defined Term), *Joint Appt.*

### **PRESENTATIONS AND PROCLAMATIONS**

- p. 19
  - 1. Southwest Wyoming Regional Airport—Devon Brubaker
  - 2. Police Department—Animal Control Spay/Neuter Program
  - 3. Proclamation—Men's Health Month

### **PUBLIC HEARINGS**

- p. 21
    - 1. A public hearing to discuss the proposed changes to the Housing Authority's Admissions & Continued Occupancy Policy (Resolution 2018-86)
- HA**

### **PETITIONS**

### **COUNCIL COMMITTEE AND BOARD REPORTS**

- p. 24
  - 1. Parks & Recreation Advisory Board Meeting Minutes of April 12, 2018
- p. 25
  - 2. Rock Springs Historical Museum Board Meeting Minutes of March 14 and April 11, 2018

### **CORRESPONDENCE**

- p. 33
  - 1. Sweetwater County District Board of Health Meeting Agenda for May 30, 2018
- p. 34
  - 2. Joint Powers Water Board Meeting Agenda for May 24, 2018

### **BILLS AND CLAIMS**

- p. 37
  - 1. Bills and Claims for June 5, 2018
- p. 56
  - 2. Salaries for May 22, 2018

### **NEW BUSINESS**

- p. 58
  - 1. Request from the Rock Springs Fire Department for permission to apply for a grant through the Wyoming State Office of Homeland Security Preparedness Grant Program
- p. 59
  - 2. Request from the Finance Department for permission to fill a vacant Accounting Technician I or II position in the Water/Sewer Administration division
- p. 60
  - 3. Request from Black Rock, Inc. for a Liquor Catering Permit for Tanner's Graduation on June 23, 2018, from 6 p.m.—midnight at the Bunning Freight Station
- p. 64
  - 4. Request from Black Rock, Inc. for a Liquor Catering Permit for the Matlock Anniversary Party on July 14, 2018, from noon to midnight at 543 Broadway
- p. 67
  - 5. Request from the Ponderosa Bar, Inc. for a Liquor Catering Permit for the Mutual Aid Mine Rescue event on June 11, 2018, from 4 p.m.—midnight at the Sweetwater Events Complex (already approved by the Green River City Council)
- p. 71
  - 6. Request from the Ponderosa Bar, Inc. for a Liquor Catering Permit for the Mutual Aid Mine Rescue Banquet on June 14, 2018, from 4 p.m.—midnight at the Sweetwater Events Complex (already approved by the Green River City Council)
- p. 75
  - 7. Request from Good Times, Inc. for a Liquor Catering Permit for the Whisler Chevrolet Car Show on July 7, 2018, from 10 a.m.—5 p.m. at 2200 Foothill Blvd.
- p. 78
  - 8. Request from Good Times, Inc. to extend serving area on June 9, 2018, from 1 p.m.—9 p.m.

- p. 79 9. Request from Lew's, Inc. to hold an outdoor party on June 23, 2018, from noon to midnight
- p. 80 10. Request from Lew's Inc. to transfer their Liquor License to Green River to cater the 2018 Ciner Picnic on July 21, 2018, from 10 a.m.—6 p.m. at the Green River Expedition Island (must be approved by the Green River City Council)
- p. 81 11. Request from The Pour House to hold the Annual Hiner Poker Run event with an outdoor band on June 30, 2018, from 4 p.m.—9 p.m. at 1521 9<sup>th</sup> Street
- p. 83 12. Request from The Pour House to hold the 1<sup>st</sup> Annual Ride for the Patch Poker Run event with an outdoor band on July 14, 2018, from 1 p.m.—6 p.m. at 1521 9<sup>th</sup> Street
- p. 85 13. Request from Leonard E. Merrell for a Malt Beverage Permit for the Rods and Rails Car Show on June 16, 2018, from 10 a.m.—midnight at 543 Broadway
- p. 88 14. Request from Wyoming Downs for three Liquor Catering Permits for the Red Desert Roundup Rodeo on June 26-28, 2018, from 6 p.m.—midnight at the Sweetwater Events Complex
- p. 91 15. Request from the Sweetwater Dirt Racing Alliance for two Malt Beverage Permits for the Sweetwater Speedway on June 22-23, 2018, from 5 p.m.—midnight at the Sweetwater Speedway

## RESOLUTIONS

- p. 94 1. 2018-85 A Resolution authorizing approval of the smoke-free lease addendum for the  
**HA** Rock Springs Housing Authority's Public Housing Program
- p. 98 2. 2018-86 A Resolution authorizing approval of revised Admissions and Continued  
**HA** Occupancy Policies for the Rock Springs Housing Authority's Public Housing Program
- p. 170 3. 2018-87 A Resolution authorizing the discharge of uncollectible debts for the Rock  
**HA** Springs Housing Authority's Project Number WY006P003
- p. 172 3. 2018-88 A Resolution accepting and approving a lease between the City of Rock Springs and the Estate of Roy P. Boucvalt/Wideacre Properties for 455 N Front Street
- p. 175 4. 2018-89 A Resolution accepting and approving a Rock Springs Historic Train Depot Lease with Coal Train Coffee, LLC dba Coal Train Coffee Depot
- p. 186 5. 2018-90 A Resolution accepting and approving a Utility Cart Rental Agreement between Nine Iron Grill, Inc. and the City of Rock Springs
- p. 192 6. 2018-91 A Resolution accepting, approving, and adopting the City of Rock Springs Procurement Policy
- p. 201 7. 2018-92 A Resolution accepting and approving Amendment One to the Cooperative Agreement between the Wyoming Department of Environmental Quality and the City of Rock Springs for the Bitter Creek Reconstruction Plan & Design project

## ORDINANCES

- p. 215 1. 2018-04 *Tabled 5/15/18: 3<sup>rd</sup> Reading:* An Ordinance amending Section 1-604(c) of the Ordinances of the City of Rock Springs, WY, entitled "Adopting the Personnel Policies and Procedures Relating to City of Rock Springs Employees" and adopting revised Personnel Policies
- p. 292 2. 2018-08 *3<sup>rd</sup> Reading:* An Ordinance amending Article 13-8 of the Ordinances of the city of Rock Springs, WY, entitled "Zone District Regulations" to permit Dining Decks
- p. 301 3. 2018-09 *3<sup>rd</sup> Reading:* An Ordinance amending Article 13-8 of the Ordinances of the city of Rock Springs, WY, entitled "Zone District Regulations" to permit as accessory use in the I-1 Zone District above ground storage tanks for flammable and combustible liquids not to exceed 6,000 gallons
- p. 313 4. 2018-10 *3<sup>rd</sup> Reading:* An Ordinance amending Article 13-8 of the Ordinances of the city of Rock Springs, WY, entitled "Zone District Regulations" to increase the number of Preschool Sessions allowed for a Family Child Care Home from 6 to 10 sessions per week
- p. 335 5. 2018-11 *2<sup>nd</sup> Reading:* An Ordinance amending Article 3-2 of the Ordinances of the City of Rock Springs, WY, entitled "Offenses Concerning Public Morals and Decencies" to exclude dining decks from the public areas definition
- p. 337 6. 2018-12 *2<sup>nd</sup> Reading:* An Ordinance amending Article 4-14 of the Ordinances of the City of Rock Springs, WY, entitled "Water Service"

## ADJOURNMENT



*City Council Agenda*

# *Minutes*



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

City Council met in regular session on May 15, 2018. Mayor Demshar called the meeting to order at 7 p.m. Members present included Councilors Jason Armstrong, Tim Savage, Rose Mosbey, Billy Shalata, David Tate, Glennise Wendorf, Rob Zotti, and David Halter. Department Heads present included Dwane Pacheco, Richard Beckwith, Matthew McBurnett, David Lansang, Paul Kauchich, Kara Beech, Jim Wamsley and Steve Horton. The pledge of allegiance was recited. Mayor Demshar requested a moment of silence in remembrance of Judge Scott Nelson's mother passing due to a recent vehicle accident.

#### **Approval of Revised Agenda**

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

#### **Approval of Minutes**

Moved by Councilor Halter, seconded by Councilor Wendorf to approve the City Council Meeting Minutes of May 1, 2018.

### **PRESENTATIONS AND PROCLAMATIONS**

#### **Proclamation—Arbor Day**

Mayor Demshar read a proclamation declaring Wednesday, May 23, 2018, as Arbor Day, with a Tree Planting Ceremony taking place on Wednesday, May 23, 2018, at 10 a.m. at the High Desert Arboretum.

#### **Proclamation—Kids to Parks Day**

Mayor Demshar read a proclamation declaring Saturday, May 19, 2018, as Kids to Parks Day – a day to take your kids to a neighborhood, state or national park.

#### **Proclamation—Police Week**

Mayor Demshar read a proclamation declaring the week of May 13 through 19, 2018, as National Police Week, recognizing the way in which our lives have been touched by the police officers who stand guard over our community. Police Chief Dwane Pacheco spoke about the events that will be happening during Police Week, including an Open House that will be held at the Police Department on Thursday, May 17, 2018, from 5p.m.-7p.m.

### **PETITIONS**

Dave Hanks, CEO of the Rock Springs Chamber of Commerce, informed the governing body of an event on Thursday, May 17 to raise the flags of our 56 Nationalities at the Chamber of Commerce. On May 25 there will be a group of International Tour Operators coming to check out the Rock Springs area. Mr. Hanks also touched on City-Wide Cleanup to be held on Saturday, May 19. He invited everyone to help clean up Rock Springs. He thanked the Parks Department for their assistance.

Erin Barbuto with Head Start requested a street closure on Ahsay Street for Head Start's field day on May 23, 2018, from 9 a.m.—2 p.m. Councilor Zotti asked if there would be any issues with this request. Paul Kauchich confirmed that it will not cause issues and barricades would be provided to close the street. Moved by Councilor Zotti, seconded by Councilor Mosbey to approve the request. Motion carried unanimously.

Police Commander Clark Robinson with the Rock Springs Police Department thanked the governing body for their recognition of Police Week. He stated that in 2017, 135 officers lost their lives in the line of duty. In 2018, 54 officers have lost their lives in the line of duty so far. The Commander addressed Ordinance 2018-04 regarding language in Section 305, Subsection C addressing "civil service" exclusions, and requested that an amendment be made to remove this language. He asked that the Council consider tabling the Ordinance so that staff can further review and comment under the June 5, 2018, Petitions section of the agenda.

Dominic Erramouspe with the Rock Springs Fire Department thanked the governing body for presenting Resolution 2018-82, approving the Collective Labor Agreement. He also voiced his opposition to the amendment proposed on May 1, 2018, to Ordinance 2018-04 regarding civil service exclusions and asked the Council to consider tabling the Ordinance so that staff can further review and comment at the next City Council meeting.

#### **OFFICER AND STAFF REPORTS**

##### **Health Insurance Fund Recap—April 2018; Financial Report Summary—April 2018; Animal Control Report—April 2018; Rock Springs Renewal Fund Financial Statements—March 2018**

Mayor Demshar acknowledged the receipt of the Officer and Staff Reports. Moved by Councilor Tate, seconded by Councilor Zotti to approve the reports and place them on file. Motion carried unanimously.

#### **COUNCIL COMMITTEE AND BOARD REPORTS**

Mayor Demshar acknowledged the receipt of the Main Street Board Meeting Minutes of April 9, 2018.

Councilor Wendorf expressed hope that citizens would attend the City-Wide Cleanup event on May 19, 2018.

Councilor Savage reported that at the Red Cross event on Saturday, May 12, over 50 volunteers installed 315 smoke detectors in citizens' homes around Rock Springs. He thanked Sage View for providing a wonderful breakfast.

Councilor Savage asked Chief Dwane Pacheco to expound on activities during Police Week. Chief Pacheco explained that the fallen officers will be inscribed in Washington, DC on May 16, 2018, and that the Rock Springs Police Department will be holding a Blue Mass at 7p.m. at the Catholic Church that evening. Officer Thomas Harris, a police officer for the Rock Springs Police Department, was killed in the line of duty in 1915, and his colors will be retired on May 17, 2018, at 4:45 p.m., just before the Open House at 5 p.m. at the Rock Springs Police Department.

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

#### **CORRESPONDENCE**

The following correspondence was received: Letter from International Day Committee requesting assistance for this year's event.

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

#### **BILLS AND CLAIMS**

##### **Bills and Claims for May 15, 2018**

WY Department of Revenue	Sales Tax	637.92
A-G Plumbing	Services	90.00
Ace Hardware	Supplies	2,671.84
Advanced Automotive	Parts	595.34
Airgas Intermountain	Gases	596.06
All West Communications	Service	255.92
Alpine Pure Bottled Water	Supplies	38.00
Alsco American Linen	Uniforms/rugs	1,990.41
American Assn. for State/Local History	Membership	98.00
American Red Cross	Certifications	36.00
Amerigas	Propane	60.03
Auto Parts Unlimited	Parts	2,125.54
Autozone	Parts	1,292.02

Beacon Athletics	Equipment	1,018.70
Ben Weese & Associates	Software	165.00
Black Clover Enterprises, LLC	Booking Order	1,772.40
Blatter Construction Co.	Repairs	745.00
Bloedorn Lumber Company	Supplies	95.24
Boot Barn, Inc.	Boots	231.23
C.E.M. Aquatics	Vega Units	1,285.89
Carlos Johnson	Utility Refund	65.98
Castle Cleaning	Services	2,050.00
CDM Constructors, Inc.	Contract	263,846.76
Center Street Service	Towing	154.00
Century Equipment Company	Pins	8.96
Century Link	Telephone	1,011.74
Chematox Laboratory, Inc.	Testing	562.40
CJ Signs	Stickers	36.00
Clawson, Amanda	Reimbursement	70.05
Copier & Supply Co, Inc. of RS	Maintenance	2,218.27
CWAM/WY Assn. of Museums	Membership	60.00
Danny Hayes	Utility Refund	49.16
Dell	Supplies	328.68
Derek Abraham	Utility Refund	52.17
Deric or Leslie Keller	Utility Refund	155.73
Digicert, Inc.	GeoTrust Certificate	523.00
Donald or Annette Haney	Utility Refund	35.98
Elite K-9, Inc.	Supplies	656.35
Equifax Credit Information Services	Fees	80.00
Eric Phillips Law Office	Legal Fees	300.00
F.H. Black & Company, Inc.	Training	2,970.00
Fastenal Company	Parts	676.84
Fedex	Shipping	60.06
First Veterinary Supply	Supplies	12.00
Foremost Promotions	Promotional Items	667.42
Globe Electric	Lighting	1,990.09
Golf & Sport Solutions	Supplies	2,203.07
Grainger, Inc.	Parts	141.81
Harris Enterprise Resource Planning	Software	1,717.50
High Desert Construction, Inc.	Services	2,437.50
High Security Lock & Alarm	Services	1,792.00
Homax Oil Sales, Inc.	Fuel	20,049.60
Home Depot Credit Services	Parts	7,598.04
Honnen Equipment Co.	Parts	543.63
Hose & Rubber Supply	Parts	790.36
Howard Supply Co LLC	Supplies	297.60
HWP Inc.	Ozone Units	346.47
International Code Council, Inc.	Publications	1,057.78
Intoximeters, Inc.	Supplies	266.50
IPMA	Supplies	225.00
Jack's Truck & Equipment	Repairs	909.88
Jim's Upholstery	Repairs	855.00
Joint Powers Telecom Board	Internet	2,280.00
Joint Powers Water Board	Water Usage	\$173,185.27
Kaman Industrial Technologies	Parts	35.06
Kenneth Rutstein	Utility Refund	94.36
Legacy Equipment Company	Parts	1,082.29
Lewis & Lewis, Inc.	Overlay	877,347.00
Long Building Technologies, Inc.	Parts	214.00
Longhorn Construction, Inc.	Contract	20,256.12
Macy's Truck Repair, Inc.	Repairs	362.79
McFadden Wholesale Co., Inc.	Supplies	2,833.51
Model Signs	Signage	179.50
Morcon Specialty, Inc.	Gauges	293.26

Morgen or Shasta Townsend	Utility Refund	66.42
Mountaineer Animal Clinic	Services	77.35
Mountainland Supply Company	Parts	11,830.00
Murdoch's Ranch and Home	Parts	229.29
NASRO	Memberships	80.00
Nelson, Scott	Reimbursement	197.73
Nelson Engineering	Contract	22,839.96
Neopost USA, Inc.	Meter Rental	55.00
Nu-Life Auto Glass, LLC	Repairs	25.00
O'Reilly Auto Parts	Parts	763.81
Old Dominion Brush Co., Inc.	Parts	5,110.00
Olympus Equipment	Chemicals	1,703.97
Orkin Exterminating	Services	154.56
Pacific Steel & Recycling	Metals	279.09
Painting Petunias	Towels	177.00
Papa Murphy's Take 'n' Bake Pizza	Pizza	1,208.00
Paper Direct	Cards	198.76
Payment Remittance Center	Expenses	5,264.94
Petty Cash—City Treasurer	Petty Cash	251.36
Pineda, Atty at Law	Fees	1,060.00
PMS Custom Screen Printing	Shirts	90.00
POSM Software, LLC	Software	1,500.00
Precor, Inc.	Parts	224.93
Preservational Trust	Advertising	425.00
Rasmussen, Chandra	Reimbursement	46.62
Real Kleen, Inc.	Supplies	4,388.59
Recreation Supply Company	Supplies	2,093.00
Respond First Aid Systems	Supplies	444.53
Robert Mullin	Utility Refund	60.98
Rock Springs Municipal Utility	Water/Sewer	26,952.82
Rock Springs Newspapers	Advertising	5,827.75
Rock Springs Pet Hospital, LLC	Services	1,644.50
Rock Springs Renewal Fund	Expenses	4,411.63
Rock Springs Winlectric	Supplies	484.48
Rock Springs Winnelson, Co.	Parts	6,437.28
Rocky Mountain Power	Utilities	26,123.78
Rocky Mountain Service Bureau	Fees	32.00
Ron's Ace Rental & Equip Sales, Inc.	Supplies	4,925.19
RS Refrigeration	Parts	1,482.46
Sherwin Williams	Paint	486.14
Shoshone Distributing, Inc.	Merchandise	428.28
Simplot Partners	Supplies	11,985.00
Sirchie Laboratories	Supplies	398.25
Six States Distributors/Truck Pro	Supplies	381.50
Sportsman's Warehouse	Equipment	799.89
Sprint	Telephone	50.00
SST Testing+, Inc.	Testing	1,050.00
State of Wyoming—DFS	Backgrounds	20.00
Stotz Equipment	Parts	505.74
Superior Lumber Co.	Parts	2,704.00
Supply Cache, Inc.	Uniforms	475.45
SurveyMonkey.com, LLC	Renewal Fee	360.00
Sweetwater County School District #1	Printing	358.51
Sweetwater County Sheriff's Office	Prisoner Boarding	4,845.00
Sweetwater Heights	Housing Assistance	621.00
Sweetwater Plumbing & Heating, LLC	Parts	100.40
Symbolarts, Inc.	Plaque	100.00
Target Specialty Products	Supplies	15,397.44
Tegeler & Associates	Bond	500.00
Teton Trees	Trees	15,745.03
Thomson Reuters-West Payment Center	Publications	2,128.00

Tire Den, Inc.	Tires	2,428.92
Titleist	Merchandise	671.43
Turf Equipment and Irrigation	Supplies	2,177.40
United Site Services	Portable Restroom	677.95
UPS	Shipping	176.22
USA Blue Book	Supplies	409.36
USPS-Hasler	Postage	2,000.00
Verizon Wireless	Records	100.00
Vonage Business	Telephone	427.28
WAMCO Lab, Inc.	Supplies	2,480.00
Weidner Fire	Supplies	680.00
Wyoming Analytical Labs	Testing	1,101.00
Wyoming Law Enf. Academy	Education	645.00
Wyoming Society of CPA's	Membership	340.00
Wyoming Waste Systems	Services	4,917.08
Wyoming Work Warehouse	Boots	312.59
Wyoming.com	DSL	75.95
	Total	\$1,632,064.67

**Report Checks for May 7, 2018**

Aflac Insurance New Group	Employee Premiums	6,178.44
Sun Life Assurance Co	Employee Premiums	1,804.40
Equitable Life	Employee Deferred	137.50
ICMA	Employee Deferred	3,233.79
Great-West Life & Annuity	Employee Deferred	8,287.50
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 Reimburse.	62,159.12
FlexShare—Blue Cross Blue Shield	Employee BCBS Flexshare	6,794.99
496 & 872 NCPERS/Prudential	Group Life Employee Deduct.	896.00
RS Police Protective Assoc.	Employee Dues	585.00
UMWA/OAW Local #4893	Employee Dues	2,071.44
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	49,521.47
Wyoming Worker's Comp	Employee Benefits	50,682.58
Wyoming Worker's Comp	Work Restitution Workers	60.62
Wyoming Retirement System	Employee Benefits	108,651.09
Wyoming Retirement System	Law Enforcement	46,495.78
Sweetwater Federal Credit Union	Employee Deductions	3,050.00
Internal Revenue Service	Electronic Fund Transfer	123,389.12
WY Department of Employment	Quarterly Unemployment	27,448.69
	Total	\$510,846.93

Moved by Councilor Wendorf, seconded by Councilor Armstrong to approve the bills and claims for May 15, 2018. Motion carried unanimously.

**Salaries for May 7, 2018: \$654,074.12**

Moved by Councilor Wendorf, seconded by Councilor Mosbey to approve the salaries for May 7, 2018. Motion carried unanimously.

**NEW BUSINESS**

**Approval of Preliminary Budget for City of Rock Springs for period ending June 30, 2019**

Moved by Councilor Tate, seconded by Councilor Shalata to approve the Preliminary Budget. Motion carried unanimously.

**Request from the Parks & Recreation Department for permission to fill a vacant full time Lifeguard position at the Family Recreation Center**

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

**Request from the Sweetwater Dirt Racing Alliance for three Malt Beverage Permits for the Stock Car Races on May 25-27, 2018, from 5 p.m.—midnight at the Sweetwater Speedway**

Moved by Councilor Mosbey, seconded by Councilor Tate to approve the request. Motion carried with Councilor Zotti abstaining.

**Request from Black Rock, Inc. for a Liquor Catering Permit for the American Legion Poker Run on June 9, 2018 from 10 a.m.—10 p.m. at 543 Broadway**

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

**Request from the American Legion Riders, Post 24 for road closure of 501 S Main Street to S Main and E Street on June 9, 2018 from 10 a.m.—10 p.m.**

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

**Request from the Rock Springs Police Department for permission to apply for the 2018 Bulletproof Vest Grant**

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

**RESOLUTIONS**

**Resolution 2018-79 A RESOLUTION ACCEPTING AND APPROVING A CLIENT AGREEMENT BETWEEN ELWOOD STAFFING SERVICES, INC. AND 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, TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY, was read by title.**

Moved by Councilor Mosbey, seconded by Councilor Tate to approve Resolution 2018-79. Upon roll call the following voted in favor: Councilors Armstrong, Savage, Mosbey, Shalata, Tate, Wendorf, Zotti, Halter, and Mayor Demshar. Motion carried unanimously.

**Resolution 2018-81 A RESOLUTION ACCEPTING AND APPROVING A CONTRACT WITH WEED MANAGEMENT SOLUTIONS, IN THE AMOUNT OF \$71,070.00, AND AUTHORIZING CARL R. DEMSHAR, JR. AS MAYOR, AND MATTHEW L. MCBURNETT, AS CITY CLERK, TO EXECUTE SAID CONTRACT ON BEHALF OF THE CITY OF ROCK SPRINGS, was read by title.**

Moved by Councilor Wendorf, seconded by Councilor Zotti to approve Resolution 2018-81. Upon roll call the following voted in favor: Councilors Armstrong, Savage, Mosbey, Shalata, Tate, Wendorf, Zotti, Halter, and Mayor Demshar. Motion carried unanimously.

**Resolution 2018-82 A RESOLUTION ACCEPTING AND APPROVING A 2018-2020 COLLECTIVE LABOR AGREEMENT WITH THE FIREFIGHTERS LOCAL 1499, I.A.F.F. AND 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 TO EXECUTE SAID LABOR AGREEMENT ON BEHALF OF SAID CITY OF ROCK SPRINGS, was read by title.**

Moved by Councilor Armstrong, seconded by Councilor Shalata to approve Resolution 2018-82. Upon roll call the following voted in favor: Councilors Armstrong, Savage, Mosbey, Shalata, Tate, Wendorf, Zotti, Halter, and Mayor Demshar. Motion carried unanimously.

**Resolution 2018-83 A RESOLUTION ACCEPTING AND APPROVING CHANGE ORDER NO. 2 TO THE CONTRACT BETWEEN THE CITY OF ROCK SPRINGS AND COP WYOMING, LLC, FOR CONSTRUCTION OF THE 20" WATER TRANSMISSION LINE REPLACEMENT PROJECT—PHASE I, AND AUTHORIZING CARL R. DEMSHAR, JR., AS MAYOR OF THE CITY OF ROCK SPRINGS, WYOMING, TO EXECUTE SAID CHANGE ORDER NO. 2 ON BEHALF OF SAID CITY,** was read by title.

Moved by Councilor Savage, seconded by Councilor Mosbey to approve Resolution 2018-83. Upon roll call the following voted in favor: Councilors Armstrong, Savage, Mosbey, Shalata, Tate, Wendorf, Zotti, Halter, and Mayor Demshar. Motion carried unanimously.

**Resolution 2018-84 A RESOLUTION ACCEPTING AND APPROVING AMENDMENTS TO THE BY-LAWS OF THE ROCK SPRINGS HISTORICAL MUSEUM BOARD, AND AUTHORIZING CARL R. DEMSHAR, JR., AS MAYOR OF THE CITY OF ROCK SPRINGS, WYOMING, AND MATTHEW L. MCBURNETT AS CITY CLERK TO ACCEPT THE REVISIONS TO SAID BYLAWS,** was read by title.

Moved by Councilor Mosbey, seconded by Councilor Shalata to approve Resolution 2018-84. Upon roll call the following voted in favor: Councilors Armstrong, Savage, Mosbey, Shalata, Tate, Wendorf, Zotti, Halter, and Mayor Demshar. Motion carried unanimously.

#### **ORDINANCES**

**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,** was read by title on third reading.

Moved by Councilor Zotti, seconded by Councilor Shalata to remove Ordinance 2018-04 from the table. Upon roll call the following voted in favor: Councilors Armstrong, Savage, Mosbey, Shalata, Tate, Wendorf, Zotti, Halter, and Mayor Demshar. Motion carried unanimously.

Moved by Councilor Savage, seconded by Councilor Halter to remove amended *Section 305(c), Selection of Employees* that was approved at the May 1, 2018, City Council Meeting. Upon roll call the following voted in favor: Councilors Armstrong, Savage, Mosbey, Shalata, Tate, Wendorf, Zotti, Halter, and Mayor Demshar. Motion carried unanimously.

Moved by Councilor Savage, seconded by Councilor Shalata to replace *Section 305(c), Selection of Employees* with the following language: Any employee who is eligible to retire under one of the State's retirement systems and who wishes to apply for another job within the city that is covered under a different retirement plan shall be given only equal consideration. Upon roll call the following voted in favor: Armstrong, Savage, Mosbey, Shalata, Tate, Wendorf, Zotti, Halter, and Mayor Demshar. Motion carried unanimously.

Moved by Councilor Savage, seconded by Councilor Tate to amend *Section 305(h), Selection of Employees* to change eligibility for public officials from six months to thirty days. Councilor Armstrong expressed opposition to this amendment, stating that it is intended to stop city officials from "building their dream jobs" and that thirty days is not a large enough gap to prevent that. Motion carried with Councilors Armstrong, Mosbey and Zotti voting no.

Moved by Councilor Halter, seconded by Councilor Zotti to table Ordinance 2018-04. Upon roll call the following voted in favor: Armstrong, Savage, Mosbey, Shalata, Tate, Wendorf, Zotti, Halter, and Mayor Demshar. Motion carried unanimously.

**Ordinance 2018-08 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 second reading.

**Ordinance 2018-09 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 second reading.

**Ordinance 2018-10 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 second reading.

**Ordinance 2018-11 AN ORDINANCE AMENDING ARTICLE 3-2, ENTITLED "OFFENSES CONCERNING PUBLIC MORALS AND DECENCIES," OF THE ORDINANCES OF THE CITY OF ROCK SPRINGS, WYOMING,** was read by title on first reading.

**Ordinance 2018-12 AN ORDINANCE AMENDING ARTICLE 4-14 OF THE ORDINANCES OF THE CITY OF ROCK SPRINGS, WYOMING, ENTITLED, "WATER SERVICE,"** was read by title on first reading.

Mayor Demshar requested a moment of silence to honor fallen police officers on Peace Officers Memorial Day.

**ADJOURNMENT**

There being no further business, the meeting adjourned at 7:55 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:

**Including, but not limited to the demolition, removal, clean up, etc.; of seven (7) residential structures and accessory structures.**

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

**A Mandatory Pre-Bid Conference** will be held in the downstairs conference room of the Rock Springs City Hall on **May 24, 2018 @ 10:00 A.M.** This conference will be mandatory for all sealed prospective bidders who wish to have their bid considered for the work.

Sealed bids will be received until **5:00 pm on Tuesday, the 5th day of June, 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 5<sup>th</sup> of June, 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: Bunning Park Area Rehabilitation 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, Jr. Mayor.

**PUBLISH:** May 18<sup>th</sup> and 22<sup>nd</sup>, 2018

**CITY OF ROCK SPRINGS  
WRF VAC TRUCK**

**A. CALL FOR BIDS  
Page 1.**

**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:

**Description of Project: PROVIDE A VAC TRUCK FOR THE CITY OF ROCK SPRINGS  
WATER RECLAMATION FACILITY DEPARTMENT.**

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 June 5, 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 7:00pm on June 5, 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:

**WRF VAC TRUCK BID**

**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 R. Demshar, Jr., Mayor.

PUBLISH: May 8, 15, 2018



*City Council Agenda*

# *Appointments*



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

FROM: Kristyn Muniz, City Clerk Administrative Assistant

DATE: June 5, 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:

**COMMUNITIES PROTECTING THE GREEN RIVER**

Appointment: Baker, Eddie – Undefined Term (Filling Vacancy Created by Don Hartley)  
*Joint Appointment*



*City Council Agenda*

# ***Presentations and Proclamations***



**Office of the Mayor  
Rock Springs, Wyoming**

*Proclamation*

**WHEREAS**, despite advances in medical technology and research, men continue to live an average of five years less than women with Native American and African-American men having the lowest life expectancy; and

**WHEREAS**, educating the public and health care providers about the importance of a healthy lifestyle and early detection of male health problems will result in reducing rates of mortality from disease; and

**WHEREAS**, men who are educated about the value that preventive health can play in prolonging their lifespan and their role as productive family members will be more likely to participate in health screenings; and

**WHEREAS**, fathers who maintain a healthy lifestyle are role models for their children and have happier, healthier children; and

**WHEREAS**, the Men's Health Network worked with Congress to develop a national men's health awareness period as a special campaign to help educate men, boys, and their families about the importance of positive health attitudes and preventative health practices; and

**WHEREAS**, the Men's Health Month website has been established at [www.MensHealthMonth.org](http://www.MensHealthMonth.org) and features resources, proclamations, and information about awareness events and activities, including Wear Blue for Men's Health; and

**WHEREAS**, Men's Health Month in Rock Springs will focus on a broad range of men's health issues, including heart disease, mental health, diabetes, prostate, testicular and colon cancer; and

**WHEREAS**, the citizens of Rock Springs are encouraged to increase awareness of the importance of a healthy lifestyle, regular exercise, and medical check-ups.

**Now, Therefore, Be it Resolved**, that I, Carl R. Demshar, Jr., Mayor of the City of Rock Springs, do hereby declare the month of **June, 2018** to be

**MEN'S HEALTH MONTH**

in the City of Rock Springs, Wyoming, and encourage all of our citizens to pursue preventative health practices and early detection efforts.



In witness whereof I have hereunto set my hand  
and caused the seal of this city to be affixed.

Mayor

Date 5.15.18



*City Council Agenda*

# *Public Hearings*



## PUBLIC HEARING

The Rock Springs Housing Authority will hold a Public Hearing on June 5, 2018 at 7:00 P.M. at the City Council Chambers, 212 D Street, Rock Springs, Wyoming. The purpose of the hearing is to discuss the proposed changes to the Admissions & Continued Occupancy Policy (ACOP). The Rock Springs Housing Authority has promulgated changes to conform to the Department of Housing and Urban Development regulations. The new policy will be available for inspection by the public at the Rock Springs Housing Authority, 233 C Street between the hours of 8:00 A.M. and 5:00 P.M.

April Thompson/Supervisor  
Rock Springs Housing Authority

Posted 4/17/2018

PUBLISH: April 18, 2018, April 29, 2018, May 11, 2018



*City Council Agenda*

# *Petitions*



*City Council Agenda*

# *Council Committee and Board Reports*

---

City of Rock Springs Parks & Recreation Advisory Board  
Meeting Minutes for April 12, 2018  
7 PM – City Hall Council Chambers

- I. Call to Order
  - a. The meeting was called to order at 7:02 pm.
- II. Roll Call
  - a. The minutes were approved.
- III. Approval of Minutes From March 8, 2018 Meeting
  - a. The minutes were approved.
- IV. Correspondence
  - a. Board packets will now be emailed to board members, beginning this month. Hard copies will be available at the meeting.
  - b. Attendance Numbers for Recent Events
    - i. Easter Egg Hunt – 1,469
    - ii. Dexa Body Testing -75
    - iii. Wind & Mud Tournament – 300 – includes spectators and participants
    - iv. Bounce House Birthday Parties
      1. 5 held so far in 2018 with 16 others scheduled through May 20, 2018.
- V. Petitions
- VI. Committee Reports
- VII. Outdoor Recreation
  - a. New Business
    - i. Members of Girl Scout Troup 1279 asked board members to think about adding an off leash dog park in an area by Century Park.
    - ii. Concession agreements were accepted with RS Little League for Kiwanis Park and Jerry's Concessions for Wataha Ballfield Complex.
    - iii. A fireworks contract for a \$15,000 show is being sent to City Council for approval at the April 17<sup>th</sup> meeting.
    - iv. Park reservations are now being accepted from Memorial Day to Labor Day. Patrons will pay a fee based on how many people will be using the park.
  - b. Old Business
    - i. 80 golf cars received and now being used.

VIII. Indoor Recreation

a. New Business

- i. Maintenance issues - Blower assembly on roof at Civic Center will be replaced in addition to chlorine regulators on pools.
- ii. Summer Hours at FRC & Civic will start on April 30.

b. Old Business

- i. None

IX. Miscellaneous Business

- a. February 2018 Attendance & Revenue Reports were reviewed in addition to a list of upcoming events.

X. Adjournment

- a. The meeting adjourned at 7:48 pm.

## **Rock Springs Historical Museum Board Meeting**

**Wednesday, March 14<sup>th</sup>, 2018**

---

**Board Members Present:** Liz Strannigan, Mandy Camphouse, Sharon Gray, Lynne Shalata, Jon Harwood, Gregory Hasman, Joe Barbuto, (Joe came in late but all were present.)

**Others Present:** Jennifer Messer – Museum Coordinator, Rose Moseby – City Council Liaison, Chad Banks – URA/Main Street Manager,

**Proceedings:** Meeting called to order at 5:30 PM – Liz Strannigan residing Chairperson/President of Board.

Rose and Sharon brought water and snacks to the meeting for everyone.

Prior to approval of all minutes, Chad Banks gave a talk about the 2018/2019 Fiscal Year Budget for the Museum. He made note of some increases in budget recommendations that will go before the City Council. Old Fiscal Year ends June 30th, 2018, and new one begins July 1<sup>st</sup>, 2018.

**Approval of Minutes:** Minutes of the January 2018 meeting were approved. Lynne moved and Gregory seconded. Motion passed. Minutes of the February 2018 meeting were approved. Sharon mentioned a few minor things that could be amended however went on to move to approve the minutes of February and Gregory seconded and approved.

**Introductions:** None

**Correspondence:** None

**Treasurer's Report:** Jon reported that donations were way up. All else same.

**City Council Liaison Report:** Lynne asked Rose about the title of the new City Planning and Zoning Director that the URA, Broadway Theater, and Museum will be under. The accurate title is Public Services Director – Steve Horton.

**Museum Report:** Jennifer mentioned that the fact sheet for the month of February was included in email packet. Numbers were reported on fact sheet and there were no questions regarding these numbers.

Jennifer was asked when the Penny Smasher was due to arrive. She said pretty soon as work on it was still being done regarding the stamping design. She noted that the Chamber will be sending people over to check out the unit when it arrives as there is great interest in the unit.

She also stated that the Cheyenne Children's Museum exhibit has been very successful with many families with children coming to the museum, with approximately 40 people per day and on one Saturday there were about 200 people coming in.

Liz asked Jennifer if the Museum was going to be open the Saturday after Good Friday. Jennifer said traditionally it has been closed the entire weekend. Liz felt it would be good to have it open since it is a holiday and kids are out of school. Also, the Cheyenne Children's Museum exhibit was advertised as being open all Saturdays until the exhibit moves on as of April 7<sup>th</sup>, 2018.

Chad Banks was to give a talk on Board policies "Board 101" as noted on the Agenda. He was unable to do that as he had to go to the Broadway Theater to oversee folks that were setting up for an event.

**Old Business:** By-Laws were discussed once again. A committee is formed with Mandy, Liz, Lynne and Sharon to meet on Tuesday, April 27<sup>th</sup>, 2018 at the Museum along with Jennifer overseeing the committee. This will be to hash out details, make changes, etc., to the By-Laws so there can be a final reading at the April 2018 meeting. If approved, it will go to City Council for a Resolution.

Rose brought up the fact that the By-Laws are not lengthy and perhaps it would be good to just have the entire Board go over them. Jennifer noted that she had changes of her own that were numerous and wanted a committee.

The Prohibition Party was brought up and rumor had it that the County was going to be using this theme for an event, but it turned out that this was just a rumor. The Prohibition Party is on and Mandy is going to be the head person for this committee.

*Page #3*

*There were other ideas, suggestions and thoughts for fund raising mentioned. Joe talked about making it a smaller event and serve mocktails (no alcoholic beverages), and charging smaller amounts for the tickets to get in. Mandy excited about heading up the Speak Easy and making plans ...costumes, decorations, and cost.*

***New Business:***

***Upcoming Events:***

*Sharon volunteered to head up the International Day committee and work on items that can be purchased at our Museum booth for that day in July.*

*Gregory mentioned the 2019 Lincoln Hwy. event and people coming from many places to attend. He will be very involved in the event as Chairperson.*

*Liz brought up of City Policy on having parties and renting out the Museum to the public. Not sure of a policy on this. Mandy wanted to know about capacity allowed in the Museum and that the number should be located on a wall somewhere in the building. Jennifer did not know where this capacity sign would be if one was located in the Museum. Will have to check into this.*

*Fund raising committee being formed made up of Joe, Gregory, Jon and Sharon.*

*Rose was going to check on policies of the usage of the Museum building with City Hall.*

*The Penny Smasher was okayed to be placed at the High School Rodeo days and Chad will make sure that certain individuals get it there and bring it back to the Museum.*

*Someone brought up that the Chamber was having a swap meet "Super Swap" for fund raising for the Chamber of Commerce on July 14<sup>th</sup>, 2018.*

*Liz asked Jennifer about any other Grants that could be obtained for the Museum. Jennifer did not currently have anything in the works.*

***Announcements:*** None

***Adjournment:*** Meeting adjourned at 6:10 PM



## **Minutes of the Rock Springs Historical Museum Board (RSHM)**

### **April 11, 2018**

Sharon Gray call the meeting to order at 5:35 PM.

Board Members Present: Sharon Gray, Gregory Hasman, Jon Harwood, Joe M Barbuto

Staff Present: Jennifer Messer

City Council Liaison Rose Mosbey and community member Michael Boren also in attendance.

#### **APPROVAL OF THE MINUTES**

A motion was made by Joe M Barbuto to table the approval of the minutes of the March meeting, as they were not available for review. The motion was seconded by Jon Harwood and approved unanimously by the board.

#### **CORRESPONDENCE**

Jennifer Messer reported that no correspondence had been received that needed to be shared with the board.

#### **TREASURER'S REPORT**

The Treasurer's Report stated that \$1,288.78 is available in Board Projects, and \$582.91 is available in Fiscal Year Donations. It was also reported that the Rock Springs City Council was not including any additional monies under Board Projects in the next fiscal year.

#### **CITY COUNCIL REPORT**

City Councilor Rose Mosbey reported that the Budget Committee of the Rock Springs City Council had held preliminary meetings and that negotiations between the union and the city had concluded and a tentative agreement was reached.

#### **MUSEUM REPORT**

- Angela Cable has been hired as a Museum Technician
- The museum has applied for a grant that would provide funding to have an evaluation done on the integrity of the building's stonework
- Approximately 1400 children visited the museum to see the special train exhibit
  - Rather than extending hours into the evening, Jennifer Messer recommended having the museum open on Sundays to accommodate future special exhibits, such as the train
- Antique weapons on loan from the Archie Hay Post of the American Legion will be on display in the RSHM from April 14 - 21
- The RSHM is providing a large display at the Military Appreciation Day being hosted by Western Wyoming Community College on April 20 and 21. Volunteers are needed to

help set up the display and be in attendance from 10 AM to 4 PM on both days. Jennifer will send out an email requesting volunteers.

- Jennifer made a request for period clothing as part of a project to provide costumes for children visiting the museum. Jennifer will send out an email asking for donations

## OLD BUSINESS

Jon Harwood made a motion to adopt the RSHM Bylaws, as revised and amended. Gregory Hasman seconded the motion and it was passed unanimously by the board. Jennifer Messer will submit the revised bylaws to the Rock Springs City Attorney for review.

## NEW BUSINESS

Sharon Gray called for nominations for the position of board secretary. Joe M Barbuto nominated Gregory Hasman. The board voted 3-1 in favor of the nomination, Gregory Hasman dissenting.

## FUNDRAISING COMMITTEE REPORT

Joe M Barbuto reported the Fundraising Committee had met and made the following recommendations:

- To hold a Prohibition Party Fundraiser in the Fall
- To develop fundraising projects that will help create financial goals for fundraising

Joe M Barbuto made a motion to create a Prohibition Party Fundraiser Committee with Mandy Camphouse as Chair. The motion was seconded by Jon Harwood and passed the board by a vote of 3 - 1, Gregory Hasman dissenting.

## UPCOMING EVENTS

The Resource Rendezvous is scheduled for the spring. The RSHM has not been invited to attend, but Jennifer Messer is interested in being a part of the event and will look further into the matter.

Sweetwater County School District #1 will host Frontier Days on May 1 and 2 at the Sweetwater Events Complex. Jennifer Messer is waiting to receive more details about RSHM's involvement in the event.

## OTHER BUSINESS

A question was raised regarding whether Board Project dollars need to be spent prior to June 1, 2018. Jennifer Messer and Rose Mosbey will investigate the issue and report back. Should the

money have to be spent, Jennifer Messer is interested in spending it on family crests that can be sold at the museum and/or events.

Gregory Hasman announced that he may become the Wyoming Director of the State Highway Association and that the organization will be holding their conference in Rock Springs during the third week of June in 2019.

Sharon Gray adjourned the meeting at 6:42 PM.



*City Council Agenda*

# *Correspondence*

---

# SWEETWATER COUNTY DISTRICT BOARD OF HEALTH

---

333 Broadway, Suite 110  
Rock Springs, WY 82901  
(307)922-5390

Fax: (307)922-5496

115 E. Flaming Gorge Way  
Green River, WY 82935  
(307)872-3944

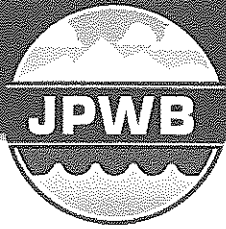
Fax: (307)872-3983

## Agenda May 30, 2018 7:15 AM

1. Declare a quorum
2. Approval of Agenda (A)
3. Approval of Minutes (March minutes) (A)
4. Approval of Vouchers (April/May) (A)
5. Employee Bonus (A)
6. COLA (A)
7. Budget (A)
8. Contracts (A)
9. June DBOH meeting (A)
10. Reports: Director  
CHO  
Environmental Health  
PHRC
11. Public Comment
12. Executive session - personnel

### **Next BOH Meeting - June**

- (A) Indicates board action required  
(I) Indicates information agenda items



## **A G E N D A**

**Green River/Rock Springs/Sweetwater County Joint Powers Water Board**

**May 24, 2018**

**3:00 p.m.**

**JPWB Offices  
3 Telephone Canyon Road  
Green River, WY 82935**

1.	Call to Order	Chair
2.	Roll Call	Chair
3.	Approval of Agenda	Chair
4.	Approval of March 26, 2018 Special Board Meeting Minutes	Chair
5.	Approval of April 12, 2018 Public Hearing and Regular Board Meeting Minutes	Chair
6.	Review and Approval of March and April 2018 Financial Reports	Chair
7.	April 2018 Water Sales and Usage Reports	Mr. Seppie
8.	Operational Updates	Mr. Seppie
9.	Project Updates	Mr. Seppie
10.	Good of the Order – Time set aside for Board Members to offer Comments or observations without formal motions.	Chair
11.	Executive Session	Chair

12.	Next Meeting	Chair
13.	Adjournment	Chair

**Attachments:**

1. March 26, 2018 Special Board Meeting Minutes
2. April 12, 2018 Public Hearing and Regular Board Meeting Minutes
3. March and April 2018 Financial Reports
4. April 2018 Water Sales and Usage Reports



*City Council Agenda*

# *Bills and Claims*



**City of Rock Springs  
Open Item Listing**

Run Date: 06/01/2018 User: sam\_michel

Status: POSTED Due Date: 06/05/2018  
Bank Account: RSNB Bank-Health Insurance 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] 23 : BLUE CROSS-BLUE SHIELD	June 2008	118-004645	18-003346	06/05/2018	1	Health Insurance Premiums - June 2018	113-18-1801-403135	\$ 69,345.58
[VENDOR] 22557 : FLEXSHARE BENEFITS	ADMIN FLEX MAY2018	118-004695	18-003368	06/05/2018	1	Administration of FlexShare Benefits-May 2018	113-18-1801-403135	\$ 391.50
GRAND TOTAL :							\$	69,737.08

Status: POSTED Due Date: 05/29/2018  
Bank Account: RSNB Bank-General Fund Checking  
Invoice Type: All Created By: All

[illegible]

# City of Rock Springs Open Item Listing

Run Date: 06/01/2018 User: sam\_michel

Status: POSTED Due Date: 06/05/2018  
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] 21027 : A & R SPORTS, LLC 2033.04	135783	118-004605	18-002355	06/05/2018	1	hockey gear	110-14-1405-406133	\$ 1,729.49
	135783	118-004605	18-002355	06/05/2018	2	shipping	110-14-1405-406133	\$ 303.55
[VENDOR] 24142 : A.C.G. HEATING & AIR	E 86	118-004771	18-003448	06/05/2018	1	Replace 3, 100 gallon water heaters	110-15-1501-404801	\$ 11,212.50
[VENDOR] 9000.2176 : ABBY MONEYHUN	7389889	118-004603		06/05/2018	1	UB CR REFUND-98630	170-00-0000-202000	\$ 50.98
[VENDOR] 23808 : ABI WINTERHAWK RECOVERY LLC	H&S June HAP	118-004685	18-003421	06/05/2018	1	HAWORTH JUNE HAP	295-35-3508-404010	\$ 308.00
	H&S June HAP	118-004685	18-003421	06/05/2018	2	SHAW JUNE HAP	295-35-3508-404010	\$ 329.00
[VENDOR] 24514 : ADIDAS AMERICA, INC. 637.00	8175312082	118-004644	18-002615	06/05/2018	1	Add'l Adidas Pre-Book Items	110-14-1402-406133	\$ 497.60
[VENDOR] 23002 : AED SUPERSTORE	918751	118-004686	18-003168	06/05/2018	1	Adult/Child Manikin Lung Replacement	110-14-1404-406130	\$ 52.92
	918751	118-004686	18-003168	06/05/2018	2	Infant Manikin Lung Replacement	110-14-1404-406130	\$ 47.46
	918751	118-004686	18-003168	06/05/2018	3	Compression Clicker	110-14-1404-406130	\$ 30.60
[VENDOR] 24387 : ALPHAGRAPHICS, US614 138.98	78723	118-004606	18-002692	06/05/2018	1	Butch Cassidy Posters for Summer Promo	110-34-3401-405403	\$ 711.48
	78723	118-004606	18-002692	06/05/2018	2	Butch Cassidy Posters for Summer Promo Stands	110-34-3401-405403	\$ 180.00
[VENDOR] 23164 : AMERICAN RED CROSS-HEALTH & SAFETY 891.48	22099055	118-004607	18-003260	06/05/2018	1	CPR First Aid	110-14-1405-403220	\$ 28.00
[VENDOR] 9000.2166 : AMUNDSEN CONSTRUCTION	7334779	118-004538		06/05/2018	1	UB CR REFUND-151824	170-00-0000-202000	\$ 50.00
[VENDOR] 9000.2169 : AMUNDSEN CONSTRUCTION	7370200	118-004595		06/05/2018	1	UB CR REFUND-154841	170-00-0000-202000	\$ 13.54
[VENDOR] 21521 : B&H PHOTO	142181978	118-004608	18-003195	06/05/2018	1	Ribbons for card printer	110-12-1201-406001	\$ 104.00
[VENDOR] 22239 : BADGER METER, INC.	80018972	118-004558	18-003287	06/05/2018	1	Service agreement for meter equipment	150-33-3302-507927	\$ 360.00
[VENDOR] 24560 : BENEDICT, MEGAN	REFMay2018	118-004609	18-003338	06/05/2018	1	Security Deposit Refund	250-00-0000-115000	\$ 255.54
[VENDOR] 24426 : BEST PRACTICE CONSULTING, LLC	RKS-107	118-004772	18-000909	06/05/2018	1	Consulting Services	110-11-1103-403310	\$ 1,600.00
[VENDOR] 24446 : BEST VALUE RENTALS, LLC	VELA JUNE HAP	118-004688	18-003417	06/05/2018	1	VELASQUEZ JUNE HAP	295-35-3508-404010	\$ 739.00
[VENDOR] 24003 : BINGHAM	H.BINGHAM URP	118-004689	18-003386	06/05/2018	1	June URP	250-00-0000-115000	\$ 38.00
[VENDOR] 24235 : BLR	TP Fair 18437621	118-004690	18-003435	06/05/2018	1	Fair Labor Standards Handbook for Public Employees renewal. Voucher #18437621.	110-11-1102-403220	\$ 536.99

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
[VENDOR] 23580 : BOYS & GIRLS CLUB OF SWEETWATER COUNTY 1,250.00	BGC CONCERT/GOLF2018	118-004691	18-003429	06/05/2018	1	Golf Tournament Sponsorship	110-11-1101-405410	\$ 250.00
	BGC CONCERT/GOLF2018	118-004691	18-003429	06/05/2018	2	Concert Sponsorship - VIP Table	110-11-1101-405410	\$ 1,000.00
[VENDOR] 24502 : BROWN	MAY2018	118-004559	18-003308	06/05/2018	1	Council Meetings May 1st and 15th	110-11-1107-403310	\$ 50.00
[VENDOR] 21873 : BUCK SCIENTIFIC 489.91	164551	118-004647	18-003312	06/05/2018	1	#BS-1-Q-10 10mm quartz tubes	130-16-1601-406130	\$ 474.91
	164551	118-004647	18-003312	06/05/2018	2	freight	130-16-1601-406130	\$ 15.00
[VENDOR] 24545 : BUSH INDUSTRIES INC.	516742	118-004646	18-003299	06/05/2018	1	Hutch for Kristyn Muniz desk, Finance Dept.	110-11-1103-406001	\$ 404.53
[VENDOR] 9000.2172 : CAMERON OR TALISHA HOBBS	7370203	118-004598		06/05/2018	1	UB CR REFUND-99463	170-00-0000-202000	\$ 56.62
[VENDOR] 22708 : CARRINGTON POINTE APARTMENTS 8,819.00	JUNE HAP	118-004692	18-003445	06/05/2018	1	TOLAR JUNE HAP	295-35-3508-404010	\$ 577.00
	JUNE HAP	118-004692	18-003445	06/05/2018	2	HERBIN JUNE HAP	295-35-3508-404010	\$ 158.00
	JUNE HAP	118-004692	18-003445	06/05/2018	3	HERNANDEZ JUNE HAP	295-35-3508-404010	\$ 236.00
	JUNE HAP	118-004692	18-003445	06/05/2018	4	HYMAN JUNE HAP	295-35-3508-404010	\$ 276.00
	JUNE HAP	118-004692	18-003445	06/05/2018	5	HUNT JUNE HAP	295-35-3508-404010	\$ 308.00
	JUNE HAP	118-004692	18-003445	06/05/2018	6	POLITI JUNE HAP	295-35-3508-404010	\$ 421.00
	JUNE HAP	118-004692	18-003445	06/05/2018	7	JACKSON JUNE HAP	295-35-3508-404010	\$ 441.00
	JUNE HAP	118-004692	18-003445	06/05/2018	8	MILLS JUNE HAP	295-35-3508-404010	\$ 453.00
	JUNE HAP	118-004692	18-003445	06/05/2018	9	BENNETT JUNE HAP	295-35-3508-404010	\$ 459.00
	JUNE HAP	118-004692	18-003445	06/05/2018	10	MILLER JUNE HAP	295-35-3508-404010	\$ 464.00
	JUNE HAP	118-004692	18-003445	06/05/2018	11	HANSON JUNE HAP	295-35-3508-404010	\$ 495.00
	JUNE HAP	118-004692	18-003445	06/05/2018	12	QUESADA JUNE HAP	295-35-3508-404010	\$ 513.00
	JUNE HAP	118-004692	18-003445	06/05/2018	13	MAXFIELD JUNE HAP	295-35-3508-404010	\$ 513.00
	JUNE HAP	118-004692	18-003445	06/05/2018	14	BATTY JUNE HAP	295-35-3508-404010	\$ 553.00
	JUNE HAP	118-004692	18-003445	06/05/2018	15	WILLITS JUNE HAP	295-35-3508-404010	\$ 628.00
	JUNE HAP	118-004692	18-003445	06/05/2018	16	MARTIN JUNE HAP VASH	295-35-3508-404009	\$ 764.00
	JUNE HAP	118-004692	18-003445	06/05/2018	17	PARKER JUNE HAP	295-35-3508-404010	\$ 780.00
	JUNE HAP	118-004692	18-003445	06/05/2018	18	ROLLINS JUNE HAP	295-35-3508-404010	\$ 780.00
[VENDOR] 21101 : CDW GOVERNMENT 766.89	MRF3037	118-004560	18-003253	06/05/2018	1	HP LaserJet Pro 500 M570dn	110-11-1107-407415	\$ 710.00
	MQL5129	118-004610	18-003177	06/05/2018	1	blank dvd's (100 spindle)	110-12-1201-406001	\$ 30.28
	MQL5129	118-004610	18-003177	06/05/2018	2	Blank CD's (100 spindle)	110-12-1201-406001	\$ 26.61
[VENDOR] 23060 : CENTURYLINK 5,175.09	CENTURYLINK 2018	118-004774	18-003453	06/05/2018	1	Mayor/Council	110-11-1101-405301	\$ 114.00
	CENTURYLINK 2018	118-004774	18-003453	06/05/2018	2	Human Resources	110-11-1109-405301	\$ 28.50
	CENTURYLINK 2018	118-004774	18-003453	06/05/2018	3	Attorney	110-11-1102-405301	\$ 85.50
	CENTURYLINK 2018	118-004774	18-003453	06/05/2018	4	Finance	110-11-1103-405301	\$ 142.50
	CENTURYLINK 2018	118-004774	18-003453	06/05/2018	5	City Buildings	110-11-1104-405301	\$ 91.98
	CENTURYLINK 2018	118-004774	18-003453	06/05/2018	6	Municipal Court	110-11-1105-405301	\$ 142.50
	CENTURYLINK 2018	118-004774	18-003453	06/05/2018	7	Police Department	110-12-1201-405301	\$ 1,253.39
	CENTURYLINK 2018	118-004774	18-003453	06/05/2018	8	Animal Control	110-12-1202-405301	\$ 57.00
	CENTURYLINK 2018	118-004774	18-003453	06/05/2018	9	Fire Department	110-12-1205-405301	\$ 900.21
	CENTURYLINK 2018	118-004774	18-003453	06/05/2018	10	Engineering	110-13-1301-405301	\$ 57.02
	CENTURYLINK 2018	118-004774	18-003453	06/05/2018	11	Public Services	110-19-1901-405301	\$ 85.50

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
	CENTURYLINK 2018	118-004774	18-003453	06/05/2018	12	Building Department	110-19-1902-405301	\$ 28.51
	CENTURYLINK 2018	118-004774	18-003453	06/05/2018	13	Streets	110-13-1303-405301	\$ 122.54
	CENTURYLINK 2018	118-004774	18-003453	06/05/2018	14	Shop	110-19-1903-405301	\$ 57.00
	CENTURYLINK 2018	118-004774	18-003453	06/05/2018	15	Cemetery	110-13-1304-405301	\$ 85.50
	CENTURYLINK 2018	118-004774	18-003453	06/05/2018	16	Parks	110-14-1401-405301	\$ 256.50
	CENTURYLINK 2018	118-004774	18-003453	06/05/2018	17	Golf Course	110-14-1402-405301	\$ 256.50
	CENTURYLINK 2018	118-004774	18-003453	06/05/2018	18	Civic Center	110-14-1404-405301	\$ 85.50
	CENTURYLINK 2018	118-004774	18-003453	06/05/2018	19	Family Rec Center	110-14-1405-405301	\$ 285.00
	CENTURYLINK 2018	118-004774	18-003453	06/05/2018	20	WWTP	130-16-1601-405301	\$ 188.65
	CENTURYLINK 2018	118-004774	18-003453	06/05/2018	21	Water Operations	150-33-3302-405301	\$ 236.54
	CENTURYLINK 2018	118-004774	18-003453	06/05/2018	22	Water/Sewer Admin	150-33-1108-405301	\$ 71.25
	CENTURYLINK 2018	118-004774	18-003453	06/05/2018	23	Water/Sewer Admin	130-16-1108-405301	\$ 71.25
	CENTURYLINK 2018	118-004774	18-003453	06/05/2018	24	Museum	110-34-3401-405301	\$ 85.50
	CENTURYLINK 2018	118-004774	18-003453	06/05/2018	25	Housing	250-35-3501-405301	\$ 114.00
	CENTURYLINK 2018	118-004774	18-003453	06/05/2018	26	Data Processing	110-11-1107-405301	\$ 114.00
	CENTURYLINK 2018	118-004774	18-003453	06/05/2018	27	URA	110-11-1106-405301	\$ 158.75
[VENDOR] 22709 : CHAVEZ	M.CHAVEZ HAP	118-004693	18-003419	06/05/2018	1	SOLARIS JUNE HAP VASH	295-35-3508-404009	\$ 408.00
[VENDOR] 3487 : CITY OF ROCK SPRINGS	CITY HEALTH 6/1/18	118-004694	18-003425	06/05/2018	1	MAYOR/COUNCIL	110-11-1101-402011	\$ 1,572.63
	CITY HEALTH 6/1/18	118-004694	18-003425	06/05/2018	2	ATTORNEY	110-11-1102-402011	\$ 5,105.64
	CITY HEALTH 6/1/18	118-004694	18-003425	06/05/2018	3	FINANCE/ADMIN	110-11-1103-402011	\$ 11,503.85
	CITY HEALTH 6/1/18	118-004694	18-003425	06/05/2018	4	CITY BUILDINGS	110-11-1104-402011	\$ 2,154.28
	CITY HEALTH 6/1/18	118-004694	18-003425	06/05/2018	5	MUNICIPAL COURT	110-11-1105-402011	\$ 1,551.06
	CITY HEALTH 6/1/18	118-004694	18-003425	06/05/2018	6	URA	110-11-1106-402011	\$ 1,378.73
	CITY HEALTH 6/1/18	118-004694	18-003425	06/05/2018	7	IT	110-11-1107-402011	\$ 2,929.81
	CITY HEALTH 6/1/18	118-004694	18-003425	06/05/2018	8	SEWER ADMIN	130-16-1108-402011	\$ 775.53
	CITY HEALTH 6/1/18	118-004694	18-003425	06/05/2018	9	WATER ADMIN	150-33-1108-402011	\$ 775.53
	CITY HEALTH 6/1/18	118-004694	18-003425	06/05/2018	10	POLICE DEPT	110-12-1201-402011	\$ 81,086.95
	CITY HEALTH 6/1/18	118-004694	18-003425	06/05/2018	11	ANIMAL CONTROL	110-12-1202-402011	\$ 2,348.16
	CITY HEALTH 6/1/18	118-004694	18-003425	06/05/2018	12	FIRE DEPARTMENT	110-12-1205-402011	\$ 59,716.57
	CITY HEALTH 6/1/18	118-004694	18-003425	06/05/2018	13	ENGINEERING	110-13-1301-402011	\$ 6,482.84
	CITY HEALTH 6/1/18	118-004694	18-003425	06/05/2018	14	STREETS	110-13-1303-402011	\$ 16,458.68
	CITY HEALTH 6/1/18	118-004694	18-003425	06/05/2018	15	CEMETERY	110-13-1304-402011	\$ 2,154.28
	CITY HEALTH 6/1/18	118-004694	18-003425	06/05/2018	16	PARKS	110-14-1401-402011	\$ 7,453.82
	CITY HEALTH 6/1/18	118-004694	18-003425	06/05/2018	17	GOLF COURSE	110-14-1402-402011	\$ 13,119.56
	CITY HEALTH 6/1/18	118-004694	18-003425	06/05/2018	18	CIVIC CENTER	110-14-1404-402011	\$ 14,088.97
	CITY HEALTH 6/1/18	118-004694	18-003425	06/05/2018	19	FAMILY REC CNTR	110-14-1405-402011	\$ 20,745.65
	CITY HEALTH 6/1/18	118-004694	18-003425	06/05/2018	20	WRF	130-16-1601-402011	\$ 22,533.72
	CITY HEALTH 6/1/18	118-004694	18-003425	06/05/2018	21	PUBLIC SERVICES	110-19-1901-402011	\$ 2,951.36
	CITY HEALTH 6/1/18	118-004694	18-003425	06/05/2018	22	BUILDING INSP	110-19-1902-402011	\$ 6,462.84
	CITY HEALTH 6/1/18	118-004694	18-003425	06/05/2018	23	VEHICLE MAINTENANCE	110-19-1903-402011	\$ 9,995.85
	CITY HEALTH 6/1/18	118-004694	18-003425	06/05/2018	24	WATER OPS	150-33-3302-402011	\$ 14,325.92
	CITY HEALTH 6/1/18	118-004694	18-003425	06/05/2018	25	MUSEUM	110-34-3401-402011	\$ 2,154.28
	CITY HEALTH 6/1/18	118-004694	18-003425	06/05/2018	26	PUBLIC HOUSING	250-35-3501-402011	\$ 1,615.71
	CITY HEALTH 6/1/18	118-004694	18-003425	06/05/2018	27	PUBLIC HSG MNCT	250-35-3502-402011	\$ 3,726.89
	CITY HEALTH 6/1/18	118-004694	18-003425	06/05/2018	28	SECTION 8	295-35-3508-402011	\$ 0.00
	CITY HEALTH 6/1/18	118-004694	18-003425	06/05/2018	29	NON-DEPT	110-15-1501-402011	\$ 13,325.79

328,474.90

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
[VENDOR] 22148 : CJ SIGNS 315.00	40084	I18-004611	18-003295	06/05/2018	1	4' x 8' Sign and material	110-14-1404-406130	\$ 300.00
	40084	I18-004611	18-003295	06/05/2018	2	Design Artwork	110-14-1404-406130	\$ 15.00
[VENDOR] 24552 : CLARK, ASPEN M. B.	A.CLARK URP	I18-004696	18-003430	06/05/2018	1	June URP	250-00-0000-115000	\$ 5.00
[VENDOR] 22710 : CML RENTALS 1041.00	CML HAP VASH	I18-004697	18-003444	06/05/2018	1	GARCIA JUNE HAP	295-35-3508-404010	\$ 383.00
	CML HAP VASH	I18-004697	18-003444	06/05/2018	2	GOLD JUNE HAP VASH	295-35-3508-404009	\$ 658.00
[VENDOR] 22870 : COBRA PUMA GOLF, INC.	X318892	I18-004767	18-003356	06/05/2018	1	Special order Matt Wedgewood wedge number 2	110-14-1402-406133	\$ 108.28
[VENDOR] 24231 : CONCRETE CONSERVATION, INC.	2018176	I18-004699	18-003140	06/05/2018	1	Manhole lining on Sunset line-Spectrashield	130-16-1601-407210	\$ 23,005.00
[VENDOR] 45 : COPIER & SUPPLY CO. INC. OF RS 1865.62	AR17871	I18-004561	18-003305	06/05/2018	1	Service Contract for Savin C5050 Copier at Headquarters From 4/21-18 to 4/20/19	110-12-1205-404301	\$ 1,084.00
	AR17868	I18-004562	18-003309	06/05/2018	1	Copier Maintenance Contract for 4-2-2018 thru 4-1-2019 SAVIN MP 3054	110-11-1105-404301	\$ 400.00
	AR17925, AR17921	I18-004700	18-003348	06/05/2018	1	Toner for Civic printer	110-14-1404-406001	\$ 381.62
[VENDOR] 9000.2178 : DEAN FORSGREN	7402894	I18-004763		06/05/2018	1	UB CR REFUND-97892	170-00-0000-202000	\$ 35.98
[VENDOR] 18684 : DEBERNARDI CONSTRUCTION CO. INC 35,895.60	PayApp#3	I18-004661	18-001642	06/05/2018	1	2018 Concrete Replacement	110-13-1303-407109	\$ 39,884.00
[VENDOR] 20375 : DELL 2906.97	10241601283	I18-004563	18-003157	06/05/2018	1	Maintenance Computer	250-35-3501-407410	\$ 801.21
	10242146730	I18-004564	18-003184	06/05/2018	1	1-Dell Black Toner. Quote #1022926703797.	110-11-1102-406001	\$ 128.24
	10243012458	I18-004565	18-003273	06/05/2018	1	Housing Desktop	250-35-3501-407410	\$ 954.34
	10242633931	I18-004701	18-003252	06/05/2018	1	Optiplex 5050 and monitor	110-11-1107-407415	\$ 1,023.18
[VENDOR] 24402 : DOMINION ENERGY 22,198.23	May2018	I18-004775	18-003454	06/05/2018	1	CITY BUILDINGS	110-11-1104-406201	\$ 1,443.39
	May2018	I18-004775	18-003454	06/05/2018	2	MUSEUM	110-34-3401-406201	\$ 369.28
	May2018	I18-004775	18-003454	06/05/2018	3	ANIMAL CONTROL	110-12-1202-406201	\$ 364.06
	May2018	I18-004775	18-003454	06/05/2018	4	FIRE DEPARTMENT	110-12-1205-406201	\$ 552.46
	May2018	I18-004775	18-003454	06/05/2018	5	STREETS DEPT	110-13-1303-406201	\$ 1,069.33
	May2018	I18-004775	18-003454	06/05/2018	6	CEMETERY	110-13-1304-406201	\$ 142.50
	May2018	I18-004775	18-003454	06/05/2018	7	WWTP	130-16-1601-406201	\$ 2,179.94
	May2018	I18-004775	18-003454	06/05/2018	8	PARKS	110-14-1401-406201	\$ 1,489.65
	May2018	I18-004775	18-003454	06/05/2018	9	CIVIC CENTER	110-14-1404-406201	\$ 2,561.11
	May2018	I18-004775	18-003454	06/05/2018	10	SENIOR CITIZENS	110-15-1501-404801	\$ 394.39
	May2018	I18-004775	18-003454	06/05/2018	11	GOLF COURSE	110-14-1402-406201	\$ 1,196.49
	May2018	I18-004775	18-003454	06/05/2018	12	FRC	110-14-1405-406201	\$ 8,333.21
	May2018	I18-004775	18-003454	06/05/2018	13	WATER DEPT	150-33-3302-406201	\$ 379.12
	May2018	I18-004775	18-003454	06/05/2018	14	HOUSING	250-35-3501-406201	\$ 915.23
	May2018	I18-004775	18-003454	06/05/2018	15	URA	110-11-1106-406201	\$ 808.07
[VENDOR] 9000.2181 : DOUD BTS - COMMERCE CENTER	7403855	I18-004766		06/05/2018	1	UB CR REFUND-95562	170-00-0000-202000	\$ 162.82
[VENDOR] 24363 : DOWNTOWN DECORATIONS, INC.	28258	I18-004702	18-003334	06/05/2018	1	Replacement Country Flags	110-11-1101-405410	\$ 556.92

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
[VENDOR] 21866 : DXP ENTERPRISES, INC.	49672276	118-004612	18-003322	06/05/2018	1	Pump	110-13-1303-406120	\$ 292.75
[VENDOR] 9000.2167 : EDGAR ARANA	7334780	118-004539		06/05/2018	1	UB CR REFUND-95769	170-00-0000-202000	\$ 60.90
[VENDOR] 21078 : ELECTRICAL CONNECTIONS INC.	D4876	118-004648	18-003106	06/05/2018	1	remove 20 wall packs from the pool walls and then run conduit to specified location (edge of pool) and install 20 new 150w high bay UFO lights complete with weather proof box and hanging hardware. Anchors will be drilled into the precast and while every attempt will be made, there may be some concrete dust that gets into the pool. Our price includes the Rocky Mountain Power lighting audit and incentive as shown by the attached tool. THIS RECONFIGURED TO ADD 8 LIGHTS AND UPGRADED LIGHT FIXTURES	110-14-1404-406120	\$ 12,404.00
[VENDOR] 9000.2174 : ELIZABETH YOUNG	7370205	118-004600		06/05/2018	1	UB CR REFUND-98624	170-00-0000-202000	\$ 135.98
[VENDOR] 21692 : ENERGY LABORATORIES, INC.	155356	118-004566	18-003310	06/05/2018	1	Metals analysis for IPP	130-16-1601-406130	\$ 496.00
[VENDOR] 23274 : ENNIS-FLINT INC.	348603	118-004613	18-003341	06/05/2018	1	WB WHT FAST DRY	110-13-1303-406130	\$ 6,825.00
	348603	118-004613	18-003341	06/05/2018	2	WB YEL FAST DRY	110-13-1303-406130	\$ 8,600.00
[VENDOR] 23459 : ERIC F PHILLIPS LAW OFFICE	MAY7/82018	118-004567	18-003301	06/05/2018	1	Court Appointed Legal Fees For: David Minor CT-2018-0050; Amber Elespuru CT-2017-0503 and Hope Roby CR-2017-0467	110-11-1105-403302	\$ 450.00
[VENDOR] 21180 : FOREMOST PROMOTIONS	431278	118-004568	18-003125	06/05/2018	1	WRS300, Dalmation Stretch E Bands, Stock	110-12-1205-406113	\$ 287.50
	431278	118-004568	18-003125	06/05/2018	2	SMD735, Flaming Fire Truck Sticker Roll (2014)	110-12-1205-406113	\$ 60.00
	431278	118-004568	18-003125	06/05/2018	3	SMD755, I Know 2 Ways Out Sticker Roll (2014)	110-12-1205-406113	\$ 60.00
	431278	118-004568	18-003125	06/05/2018	4	SMD710, I Visited the Fire Station Sticker (2014)	110-12-1205-406113	\$ 60.00
	431278	118-004568	18-003125	06/05/2018	5	Shipping	110-12-1205-406113	\$ 11.71
[VENDOR] 24298 : FOSSEN	M. FOSSEN HAP	118-004703	18-003418	06/05/2018	1	CRUZ JUNE HAP	295-35-3508-404010	\$ 686.00
[VENDOR] 23473 : FRONTIER PRECISION INC	173863	118-004569	18-002936	06/05/2018	1	GPS for video van	130-16-1601-407410	\$ 2,182.34
[VENDOR] 24511 : GAMBLE	A. GAMBLE URP	118-004704	18-003385	06/05/2018	1	June URP	250-00-0000-115000	\$ 68.00
[VENDOR] 9000.2180 : GARRETT TAYLOR	7403854	118-004765		06/05/2018	1	UB CR REFUND-97506	170-00-0000-202000	\$ 136.02
[VENDOR] 23725 : GEAR FOR SPORTS	47488519-41487800	118-004649	18-002622	06/05/2018	1	Under Armour pre book, SHOes, shirts, etc for resale.	110-14-1402-406133	\$ 1,971.44
[VENDOR] 24046 : GODFREY	J. GODFREY URP	118-004705	18-003384	06/05/2018	1	June URP	250-00-0000-115000	\$ 52.00
[VENDOR] 295 : GRAINGER, INC	9764833530	118-004650	18-003350	06/05/2018	1	4L180 V-Belt	110-14-1404-406120	\$ 2.70
	9798730900	118-004706	18-003431	06/05/2018	1	Control box-single phase 240 V	130-16-1601-406120	\$ 244.36

247.06

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
[VENDOR] 23779 : GREEN WORKS INC.	16488	118-004570	18-003280	06/05/2018	1	sod for winter graves and columbarium area	110-13-1304-404310	\$ 516.00
[VENDOR] 24449 : GUILFORD	M. GUILFORD URP	118-004707	18-003383	06/05/2018	1	June URP	250-00-0000-115000	\$ 38.00
[VENDOR] 77 : HACH CHEMICAL	10928244	118-004571	18-003289	06/05/2018	1	CL 17 reagent set	150-33-3302-406130	\$ 835.62
[VENDOR] 24241 : HANSEN ALLEN & LUCE, INC.	38261	118-004651	17-000368	06/05/2018	1	CHange Order #1 per Resolution 2018-69 - Bitter Creek Crossing - Killpecker Creek	130-16-1601-403310	\$ 3,708.28
[VENDOR] 24176 : HARPER	E. HARPER URP	118-004708	18-003382	06/05/2018	1	June URP	250-00-0000-115000	\$ 24.00
[VENDOR] 21253 : HONNEN EQUIPMENT CO.	951110	118-004614	18-003294	06/05/2018	1	Line	110-14-1401-406120	\$ 69.50
205.50	950533	118-004615	18-003259	06/05/2018	1	inspect pallet jack	110-14-1405-406120	\$ 136.00
[VENDOR] 19603 : IN THE SWIM	3414619/3414814/779	118-004573	18-002885	06/05/2018	1	C1050 ITS Chlorine Tabs 1in 50lbs.	110-14-1404-404310	\$ 1,794.00
	3414619/3414814/779	118-004573	18-002885	06/05/2018	2	A8615 TLR Test BLCK 2000 Series	110-14-1404-404310	\$ 41.76
	3414619/3414814/779	118-004573	18-002885	06/05/2018	3	A8502 TLR DPD RGT #1 2oz	110-14-1404-404310	\$ 47.94
2135.93	3414619/3414814/779	118-004573	18-002885	06/05/2018	4	A8506 TLR DPD RGT #2 2oz	110-14-1404-404310	\$ 47.94
	3414619/3414814/779	118-004573	18-002885	06/05/2018	5	A8516 TLR PH IND SOL #4 2oz.	110-14-1404-404310	\$ 45.54
	3414619/3414814/779	118-004573	18-002885	06/05/2018	6	A8530 TLR THIOSULF #7 3/4oz	110-14-1404-404310	\$ 23.95
	3414619/3414814/779	118-004573	18-002885	06/05/2018	7	A8540 TLR TOT ALK IND #8 3/4oz	110-14-1404-404310	\$ 23.95
	3414619/3414814/779	118-004573	18-002885	06/05/2018	8	A8545 TLR SULFIC ACID #9 3/4oz	110-14-1404-404310	\$ 23.95
	3414619/3414814/779	118-004573	18-002885	06/05/2018	9	ColorQ Pro 7 Refill Kit	110-14-1404-404310	\$ 75.99
	3414619/3414814/779	118-004573	18-002885	06/05/2018	10	Handling	110-14-1404-404310	\$ 10.91
[VENDOR] 21252 : INFINITY POWER & CONTROLS	35338	118-004572	18-000103	06/05/2018	1	Annual Maintenance & Support PLC and SCADA Systems Bi-Monthly (6 visits	130-16-1601-404301	\$ 1,200.00
[VENDOR] 24246 : ISLAS DE DIOS	R. ISLAS URP	118-004709	18-003392	06/05/2018	1	June URP	250-00-0000-115000	\$ 52.00
[VENDOR] 21410 : JACK'S TRUCK & EQUIPMENT	X303002495:01	118-004616	18-003293	06/05/2018	1	Steering Shaft	110-13-1303-406120	\$ 928.89
2503.87	X303002575:01	118-004642	18-003306	06/05/2018	1	Radiator	130-16-1601-406120	\$ 1,567.82
	X303002575:01	118-004642	18-003306	06/05/2018	2	Elbow	130-16-1601-406120	\$ 7.16
[VENDOR] 9000,2175 : JAMES CRISWELL	7370206	118-004601		06/05/2018	1	UB CR REFUND-99902	170-00-0000-202000	\$ 217.06
[VENDOR] 20482 : JC JACOBS	10352	118-004653	18-002796	06/05/2018	1	carpet flooring repair	110-14-1402-404310	\$ 779.76
[VENDOR] 94 : JIRDON AGRI CHEM INC	4370	118-004654	18-003281	06/05/2018	1	Weed Chemicals	110-13-1304-406138	\$ 3,264.34
[VENDOR] 23643 : JME FIRE PROTECTION, INC.	9204	118-004574	18-003313	06/05/2018	1	yearly fire extinguisher inspection	110-13-1304-404310	\$ 240.00
[VENDOR] 9000,2173 : JOHN OR SHANNON BROWN	7370204	118-004599		06/05/2018	1	UB CR REFUND-98932	170-00-0000-202000	\$ 60.98
[VENDOR] 22823 : KENWORTH SALES	RKSIN2823353	118-004617	18-003292	06/05/2018	1	Rubber Straps	110-13-1303-406120	\$ 57.48
[VENDOR] 104 : L.N. CURTIS & SONS	INV184835	118-004618	18-003124	06/05/2018	1	CE2063ST CUTEDG, Cutters Edge - 20" High Strength Steel Alloy Guide Bar	110-12-1205-406113	\$ 129.00
379.03	INV184835	118-004618	18-003124	06/05/2018	2	537215201 CUTEDG, Cutters Edge - Fuel/Oil Cap - For 372XP Saw	110-12-1205-406113	\$ 7.85



Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
	INV184835	118-004618	18-003124	06/05/2018	3	Shipping	110-12-1205-406113	\$ 38.00
	INV170440	118-004619	18-003291	06/05/2018	1	Gauge	110-12-1205-406120	\$ 148.52
	INV184318	118-004710	18-003426	06/05/2018	1	Drum and Pail Wrenches	110-12-1205-406130	\$ 42.00
	INV184318	118-004710	18-003426	06/05/2018	2	Shipping	110-12-1205-406130	\$ 13.66
[VENDOR] 22942 : LIGHTHOUSE UNIFORM CO.	96633	118-004575	18-002563	06/05/2018	1	Class A Uniform Package W/Shoes - Connor Allred	110-12-1205-402101	\$ 658.10
[VENDOR] 24037 : LOGIN/IACP	32382	118-004711	18-003403	06/05/2018	1	Yearly Online Membership	110-12-1201-406130	\$ 875.00
[VENDOR] 24098 : LOGIUDICE	N.LOGIUDICE URP	118-004712	18-003381	06/05/2018	1	June URP	250-00-0000-115000	\$ 52.00
[VENDOR] 24494 : LOREDO	K. LOREDO URP	118-004713	18-003391	06/05/2018	1	June URP	250-00-0000-115000	\$ 52.00
[VENDOR] 23399 : LORIMER	REIMB K.LORIMER	118-004714	18-003405	06/05/2018	1	Travel Reimbursement TIPS training in Casper, WY	110-12-1201-405801	\$ 24.20
	REIMB K.LORIMER	118-004714	18-003405	06/05/2018	2	Gas Reimbursement trip to Evans, CO to pick up cars	110-12-1201-406203	\$ 45.44
[VENDOR] 24409 : LUNA	C. LUNA URP	118-004715	18-003388	06/05/2018	1	June URP	250-00-0000-115000	\$ 52.00
[VENDOR] 24339 : M & H PROPERTIES, LLC	M & H HAP	118-004716	18-003411	06/05/2018	1	CHESNEY JUNE HAP	295-35-3508-404010	\$ 161.00
[VENDOR] 111 : MACY'S TRUCK REPAIR INC	p62787	118-004620	18-003088	06/05/2018	1	Fuel tank	110-13-1303-406120	\$ 2,036.94
[VENDOR] 113 : MATTHEW BENDER	2332809	118-004717	18-003436	06/05/2018	1	Americans w/Disab Act REL #45. Inv. 02332809.	110-11-1102-403220	\$ 265.63
[VENDOR] 21859 : MODEL SIGNS	19381	118-004655	18-003396	06/05/2018	1	2 Coroplast signs "Live Music" 1 Plastic sign "Art Underground"	110-11-1106-406130	\$ 73.00
[VENDOR] 23573 : MOUNTAINLAND SUPPLY COMPANY	s102630393.001	118-004621	18-003332	06/05/2018	1	Flammable Cabinets	110-12-1205-406130	\$ 2,647.06
	s102630393.001	118-004621	18-003332	06/05/2018	2	Shipping	110-12-1205-406130	\$ 350.00
[VENDOR] 24497 : MRI SOFTWARE LLC	US-INV631762	118-004576	18-003282	06/05/2018	1	Background check	250-35-3501-406501	\$ 48.00
	US-INV631762	118-004576	18-003282	06/05/2018	2	Background Check	250-35-3501-406501	\$ 48.00
[VENDOR] 22702 : NATIONAL GYM SUPPLY	SI-8323347	118-004656	18-003271	06/05/2018	1	fit balls Part number MT012	110-14-1405-406120	\$ 94.22
	SI-8323347	118-004656	18-003271	06/05/2018	2	shipping	110-14-1405-406120	\$ 12.71
[VENDOR] 131 : NEW STUDIO	12099	118-004718	18-003402	06/05/2018	1	Retirement and Officer of Year Photos	110-12-1201-406130	\$ 70.00
[VENDOR] 9000.2171 : NICOLE COWLEY	7370202	118-004597		06/05/2018	1	UB CR REFUND-98687	170-00-0000-202000	\$ 40.98
[VENDOR] 22563 : NORTHERN TITLE CO	11581	118-004657	18-003400	06/05/2018	1	Community Center Subdivision - Title Report	110-19-1901-403310	\$ 300.00
[VENDOR] 266 : NU-LIFE AUTO GLASS LLC	47934	118-004577	18-003126	06/05/2018	1	New windshield for 2008 Chevy Tahoe. This vendor was \$1 cheaper than the other I contacted.	110-14-1405-406120	\$ 189.00
	47527	118-004622	18-003326	06/05/2018	1	Windshield	110-12-1201-406125	\$ 326.20

69.64

2997.06

9620

106.93

515.20

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
[VENDOR] 21392 : ONE CALL OF WYOMING	48459	118-004578	18-003288	06/05/2018	1	One call tickets for April 2018	150-33-3302-406130	\$ 183.75
[VENDOR] 24399 : OVERY	R. OVERY HAP VASH	118-004719	18-003415	06/05/2018	1	CISNEROS JUNE HAP VASH	295-35-3508-404009	\$ 680.00
149.35 [VENDOR] 3461 : PAETEC	70120465	118-004720	18-003437	06/05/2018	1	Mayor/Council	110-11-1101-405301	\$ 1.75
	70120465	118-004720	18-003437	06/05/2018	2	Human Resources	110-11-1109-405301	\$ 8.05
	70120465	118-004720	18-003437	06/05/2018	3	Attorney	110-11-1102-405301	\$ 5.21
	70120465	118-004720	18-003437	06/05/2018	4	Finance	110-11-1103-405301	\$ 71.09
	70120465	118-004720	18-003437	06/05/2018	5	Municipal Court	110-11-1105-405301	\$ 3.42
	70120465	118-004720	18-003437	06/05/2018	6	Police Department	110-12-1201-405301	\$ 22.26
	70120465	118-004720	18-003437	06/05/2018	7	Animal Control	110-12-1202-405301	\$ 0.36
	70120465	118-004720	18-003437	06/05/2018	8	Fire Department	110-12-1205-405301	\$ 5.49
	70120465	118-004720	18-003437	06/05/2018	9	Engineering	110-13-1301-405301	\$ 5.93
	70120465	118-004720	18-003437	06/05/2018	10	Public Services	110-19-1901-405301	\$ 2.80
	70120465	118-004720	18-003437	06/05/2018	11	Building Department	110-19-1902-405301	\$ 2.26
	70120465	118-004720	18-003437	06/05/2018	12	Shop	110-19-1903-405301	\$ 1.94
	70120465	118-004720	18-003437	06/05/2018	13	Cemetery	110-13-1304-405301	\$ 0.72
	70120465	118-004720	18-003437	06/05/2018	14	Civic Center	110-14-1404-405301	\$ 0.48
	70120465	118-004720	18-003437	06/05/2018	15	Family Rec Center	110-14-1405-405301	\$ 4.68
	70120465	118-004720	18-003437	06/05/2018	16	WWTP	130-16-1601-405301	\$ 1.75
	70120465	118-004720	18-003437	06/05/2018	17	Water Operations	150-33-3302-405301	\$ 1.94
	70120465	118-004720	18-003437	06/05/2018	18	Water Admin	150-33-1108-405301	\$ 2.58
	70120465	118-004720	18-003437	06/05/2018	19	Sewer Admin	130-16-1108-405301	\$ 2.58
	70120465	118-004720	18-003437	06/05/2018	20	Museum	110-34-3401-405301	\$ 0.63
	70120465	118-004720	18-003437	06/05/2018	21	Housing	250-35-3501-405301	\$ 1.53
	70120465	118-004720	18-003437	06/05/2018	22	Data Processing	110-11-1107-405301	\$ 1.65
	70120465	118-004720	18-003437	06/05/2018	23	URA	110-11-1106-405301	\$ 0.25
[VENDOR] 24478 : PARKER	L. PARKER URP	118-004721	18-003394	06/05/2018	1	PARKER JUNE URP	295-35-3508-404011	\$ 12.00
[VENDOR] 22618 : PAYMENT REMITTANCE CENTER	1962-Apr/May2018	118-004628	18-003327	05/29/2018	1	Travel Expenses - M. Nielson to Casper, WY for Annual Meth & Substance Abuse Conference from 4/10/2018 to 4/12/2018	110-12-1201-405801	\$ 38.85
	1962-Apr/May2018	118-004628	18-003327	05/29/2018	2	Credit	110-11-1105-405801	\$ -38.85
[VENDOR] 24260 : PENOFF	D. PENOFF HAP	118-004722	18-003414	06/05/2018	1	CORDOVA JUNE HAP	295-35-3508-404010	\$ 260.00
[VENDOR] 9000.2177 : PETER MARTIN	7389890	118-004604		06/05/2018	1	UB CR REFUND-100660	170-00-0000-202000	\$ 62.53
[VENDOR] 23024 : PINEDA, ATTY AT LAW	MAY2018	118-004579	18-003317	06/05/2018	1	Altergate Judge May 18 2018 2hrs	110-11-1105-403302	\$ 150.00
475.00 [VENDOR] 24007 : PITT STOP SIGNS & GRAPHIX	2945	118-004580	18-002983	06/05/2018	1	Front Door Stickers, Back Door Stickers, Roof Stickers, Front and Back Bumper Stickers (All Reflective)	110-12-1205-406120	\$ 310.00
	2945	118-004580	18-002983	06/05/2018	2	3 Hour Install Time	110-12-1205-406120	\$ 165.00
[VENDOR] 24539 : PITTS	M. PITTS URP	118-004723	18-003390	06/05/2018	1	June URP	250-00-0000-115000	\$ 38.00
[VENDOR] 20769 : PLAN ONE/ARCHITECTS	1824-1	118-004658	18-002822	06/05/2018	1	Change Room and Toilet Room ADA Study,	110-12-1205-403310	\$ 1,375.00

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
						General Building Code Compliance Review, Headquarters (Station 1)		
[VENDOR] 23822 : PLATT ELECTRIC SUPPLY	R372748	118-004724	18-003276	06/05/2018	1	LED light kits for replacement/upgrade-various buildings	130-16-1601-406120	\$ 772.19
[VENDOR] 19709 : PMS CUSTOM SCREEN PRINTING	2517	118-004725	18-003242	06/05/2018	1	Shirts for Junior Police Academy	110-12-1201-406117	\$ 952.00
982.00	2517	118-004725	18-003242	06/05/2018	2	Tall Shirts	110-12-1201-406117	\$ 30.00
[VENDOR] 23425 : PORTER	RM-MAY2018	118-004581	18-003321	06/05/2018	1	Resident Manager May	250-35-3501-403308	\$ 50.00
[VENDOR] 23918 : POWER ENGINEERING CO.	0208624-IN	118-004659	18-000229	06/05/2018	1	chiller service	110-14-1405-406120	\$ 291.67
[VENDOR] 21449 : PYROTECHS, INC.	P1131-P1129	118-004660	18-003270	06/05/2018	1	FRC	110-14-1405-404310	\$ 1,375.00
2155.00	P1131-P1129	118-004660	18-003270	06/05/2018	2	YAH	110-14-1405-406121	\$ 270.00
	P1130	118-004726	18-003349	06/05/2018	1	Fire extinguisher maintenance/Kitchen hood inspection invoice #P1130	110-14-1404-406120	\$ 510.00
[VENDOR] 19358 : R & D SWEEPING & ASPHALT	PayApp#1	118-004662	18-003218	06/05/2018	1	2018 Crack Seal Project	110-13-1303-407106	\$ 41,411.25
37270.12	[VENDOR] 20700 : R&R PRODUCTS INC	CD2230540	118-004663	18-003269	1	alloy side eject line R201637	110-14-1402-406120	\$ 294.84
522.64		CD2230540	118-004663	18-003269	2	alloy shatter line R2011560	110-14-1402-406120	\$ 228.00
[VENDOR] 24045 : REYES	L.REYES URP	118-004727	18-003380	06/05/2018	1	June URP	250-00-0000-115000	\$ 31.00
[VENDOR] 392 : RMT EQUIPMENT	PO2880-3250-3448	118-004728	18-003372	06/05/2018	1	parks- cable	110-14-1401-407830	\$ 102.94
286.95	PO2880-3250-3448	118-004728	18-003372	06/05/2018	2	Golf misc supplies	110-14-1402-406120	\$ 184.01
[VENDOR] 24118 : ROBERT A. SPENCE	MAY2018	118-004582	18-003300	06/05/2018	1	Court Appointed Legal Fees for; Danny Macy CT-2017-2684-2683; Gene Hawks CT-2018-0455 and Brittany Seymour CR-2018-0133	110-11-1105-403302	\$ 450.00
[VENDOR] 24492 : ROBERTSON	S. ROBERTSON URP	118-004729	18-003379	06/05/2018	1	June URP	250-00-0000-115000	\$ 38.00
[VENDOR] 23637 : ROCK SPRINGS CREEKSIDE APTS.	CREEKSIDE HAP	118-004730	18-003447	06/05/2018	1	CREA JUNE HAP	295-35-3508-404010	\$ 293.00
3168.00	CREEKSIDE HAP	118-004730	18-003447	06/05/2018	2	BERTOT JUNE HAP	295-35-3508-404010	\$ 426.00
	CREEKSIDE HAP	118-004730	18-003447	06/05/2018	3	PRATER JUNE HAP	295-35-3508-404010	\$ 474.00
	CREEKSIDE HAP	118-004730	18-003447	06/05/2018	4	HORNER JUNE HAP	295-35-3508-404010	\$ 611.00
	CREEKSIDE HAP	118-004730	18-003447	06/05/2018	5	BEEN JUNE HAP	295-35-3508-404010	\$ 660.00
	CREEKSIDE HAP	118-004730	18-003447	06/05/2018	6	GARDNER JUNE HAP	295-35-3508-404010	\$ 704.00
[VENDOR] 21577 : ROCK SPRINGS IV CENTER	1745-1	118-004583	18-003283	06/05/2018	1	Medications for EMS	110-12-1205-406130	\$ 129.53
[VENDOR] 164 : ROCK SPRINGS NEWSPAPERS	90331	118-004584	18-003316	06/05/2018	1	Advertising	250-35-3501-406001	\$ 107.49
5824.49	June2018-19	118-004623	18-003333	06/05/2018	1	Annual Rocket Miner Newspaper Subscription	110-11-1101-403220	\$ 117.00
	2018MAP	118-004664	18-003354	06/05/2018	1	Map Advert 2018	110-34-3401-405403	\$ 600.00
	3StarSponsor	118-004731	18-003428	06/05/2018	1	Rocket Miner First Responders Event Sponsorship	110-11-1101-405410	\$ 5,000.00

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
[VENDOR] 22518 : ROCK SPRINGS RENEWAL FUND 359.99	REIMB5535656-1	118-004665	18-003355	06/05/2018	1	Ropes for Children's Museum	110-34-3401-406120	\$ 48.00
	REIMB5535656-1	118-004665	18-003355	06/05/2018	2	Shipping	110-34-3401-406101	\$ 11.99
	ReimbWIX	118-004666	18-003399	06/05/2018	1	Maintenance Contract for Downtown RS Website	110-11-1106-404301	\$ 300.00
[VENDOR] 155 : ROCK SPRINGS WINNELSON CO 21,044.44	225307/225515-02	118-004667	18-002988	06/05/2018	1	pool heater	110-14-1405-406120	\$ 21,028.60
	225307/225515-02	118-004667	18-002988	06/05/2018	2	shipping on back orders (2)	110-14-1405-406120	\$ 15.84
[VENDOR] 137 : ROCKY MOUNTAIN POWER 74,272.35	ROCKY MNT POWER 2018	118-004773	18-003455	06/05/2018	1	Parks	110-14-1401-406202	\$ 305.58
	ROCKY MNT POWER 2018	118-004773	18-003455	06/05/2018	2	Golf Course	110-14-1402-406202	\$ 13,206.16
	ROCKY MNT POWER 2018	118-004773	18-003455	06/05/2018	3	Cemetery	110-13-1304-406202	\$ 1,937.70
	ROCKY MNT POWER 2018	118-004773	18-003455	06/05/2018	4	Animal Control	110-12-1202-406202	\$ 178.12
	ROCKY MNT POWER 2018	118-004773	18-003455	06/05/2018	5	Fire Department	110-12-1205-406202	\$ 736.83
	ROCKY MNT POWER 2018	118-004773	18-003455	06/05/2018	6	VWTP	130-16-1601-406202	\$ 37,605.01
	ROCKY MNT POWER 2018	118-004773	18-003455	06/05/2018	7	City Buildings	110-11-1104-406202	\$ 2,744.52
	ROCKY MNT POWER 2018	118-004773	18-003455	06/05/2018	8	Museum	110-34-3401-406202	\$ 486.77
	ROCKY MNT POWER 2018	118-004773	18-003455	06/05/2018	9	Civil Defense	110-12-1204-406202	\$ 56.19
	ROCKY MNT POWER 2018	118-004773	18-003455	06/05/2018	10	Street Lighting	110-13-1303-406204	\$ 3,675.41
	ROCKY MNT POWER 2018	118-004773	18-003455	06/05/2018	11	Water Department	150-33-3302-406202	\$ 11,095.11
	ROCKY MNT POWER 2018	118-004773	18-003455	06/05/2018	12	Housing	250-35-3501-406202	\$ 1,244.24
	ROCKY MNT POWER 2018	118-004773	18-003455	06/05/2018	13	URA	110-11-1106-406202	\$ 1,000.71
[VENDOR] 23117 : ROCKY MOUNTAIN POWERSPORTS	33925	118-004629	18-003290	06/05/2018	1	Trans spring assy	110-14-1401-406120	\$ 65.91
[VENDOR] 22724 : ROCKY MOUNTAIN SURVEY INC. 9143.00	1766	118-004668	15-002068	06/05/2018	1	Professional Services - GIS Systems	110-13-1301-508401	\$ 6,097.50
	1768	118-004668	15-002068	06/05/2018	2	Change Order #1 per Resolution 2018-87 - GIS Mapping Utility	110-13-1301-508401	\$ 3,045.50
[VENDOR] 22858 : ROCKY ROAD ASPHALT	1012	118-004769	18-003450	06/05/2018	1	Patch on Thorpe St.	150-33-3302-406120	\$ 1,650.00
[VENDOR] 9000.2179 : ROD OR COURTNEY REED	7402895	118-004764		06/05/2018	1	UB CR REFUND-99209	170-00-0000-202000	\$ 43.64
[VENDOR] 24530 : ROLLINS	R. ROLLINS URP	118-004732	18-003393	06/05/2018	1	ROLLINS JUNE URP	295-35-3508-404011	\$ 8.00
[VENDOR] 23114 : ROSENBAUER MINNESOTA LLC	29149IN/28643CM	118-004669	18-003314	06/05/2018	1	Primer Motor	110-12-1205-406120	\$ 592.31
[VENDOR] 22714 : RS APARTMENTS LLC	RS APT HAP	118-004733	18-003422	06/05/2018	1	LANDEROZ JUNE HAP	295-35-3508-404010	\$ 233.00
[VENDOR] 22046 : RS REFRIGERATION 58.16	SR27592-276860	118-004734	18-003370	06/05/2018	1	v belt	110-12-1205-406130	\$ 5.22
	SR27592-276860	118-004734	18-003370	06/05/2018	2	air filter	130-16-1601-406120	\$ 52.94

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
[VENDOR] 22939 : RS/GR/SW COUNTY COMMUNICATIONS JPB	10030-Q4	118-004670	18-000902	06/05/2018	1	Fiscal Year 2018 Operating Contributions	110-12-1201-508305	\$ 273,092.55
[VENDOR] 24015 : RUSSELL INDUSTRIES INC.	135915-00	118-004671	18-003311	06/05/2018	1	Relief springs for GR pumps	130-16-1601-406120	\$ 34.20
[VENDOR] 23738 : SAAVEDRA	L. SAAVEDRA URP	118-004735	18-003378	06/05/2018	1	June URP	250-00-0000-115000	\$ 52.00
[VENDOR] 22645 : SAFARILAND, LLC	S. WELSTER	118-004736	18-002598	06/05/2018	1	Registration fess for Shane Welter to attend 4-Day Less Lethal Instructor Course in Green River, WY	110-12-1201-403210	\$ 579.60
1790.00	S. WELSTER	118-004736	18-002598	06/05/2018	2	Remainder of Federal Funds for Registration fess for Shane Welter to attend 4-Day Less Lethal Instructor Course in Green River, WY	110-12-1201-407440	\$ 315.40
	M. NIELSON	118-004737	18-002766	06/05/2018	1	Less Lethal Instructor Course Fees for Mike Nielson	110-12-1201-403210	\$ 895.00
[VENDOR] 24115 : SANCHEZ	RM-MAY2018	118-004585	18-003320	06/05/2018	1	Resident Manager May	250-35-3501-403308	\$ 175.00
[VENDOR] 3541 : SEALS	Reimb-May2018	118-004630	18-003337	06/05/2018	1	Education Reimbursement	130-16-1601-403210	\$ 405.75
[VENDOR] 23602 : SELF	T. SELF HAP	118-004738	18-003413	06/05/2018	1	STROZZI JUNE HAP	295-35-3508-404010	\$ 476.00
[VENDOR] 24268 : SEMEDO	E. SEMDO URP	118-004739	18-003389	06/05/2018	1	June URP	250-00-0000-115000	\$ 31.00
[VENDOR] 24551 : SEPPIE, TASHA	ARTAWARD	118-004672	18-003395	06/05/2018	1	People's Choice Award Winner - Art Underground	110-11-1106-406144	\$ 200.00
[VENDOR] 23938 : SHELL	M. SHELL URP	118-004740	18-003387	06/05/2018	1	June URP	250-00-0000-115000	\$ 38.00
[VENDOR] 8000,2170 : SHERYL EASTERLING	7370201	118-004596		06/05/2018	1	UB CR REFUND-99592	170-00-0000-202000	\$ 14.31
[VENDOR] 23178 : SHI INTERNATIONAL CORP	B08234265	118-004586	18-003272	06/05/2018	1	Tenable Security Center Renewal 6/18/18 - 6/17/19	110-11-1107-404301	\$ 5,092.90
[VENDOR] 176 : SIRCHIE LABORATORIES	348040/347427-IN	118-004631	18-003137	06/05/2018	1	Additional filter for dryer	110-12-1201-406134	\$ 449.30
	348040/347427-IN	118-004631	18-003137	06/05/2018	2	Shipping	110-12-1201-406101	\$ 28.60
	348040/347427-IN	118-004631	18-003137	06/05/2018	3	Evidence Boxes	110-12-1201-406134	\$ 67.22
1420.43	348040/347427-IN	118-004631	18-003137	06/05/2018	4	Evidence Rifle Boxes	110-12-1201-406134	\$ 120.42
	348040/347427-IN	118-004631	18-003137	06/05/2018	5	Blueview Gun Powder Det. Kit	110-12-1201-406134	\$ 89.55
	348040/347427-IN	118-004631	18-003137	06/05/2018	6	Shipping	110-12-1201-406101	\$ 96.84
	348870-IN	118-004632	18-003233	06/05/2018	1	Test 05	110-12-1201-406134	\$ 277.50
	348870-IN	118-004632	18-003233	06/05/2018	2	Test 15	110-12-1201-406134	\$ 277.50
	348870-IN	118-004632	18-003233	06/05/2018	3	Shipping	110-12-1201-406101	\$ 13.50
[VENDOR] 178 : SKIPS TIRE	162478	118-004587	18-003303	06/05/2018	1	Align Front End, Inv. #162478	110-12-1201-406125	\$ 65.00
[VENDOR] 22717 : SOUTHWEST REAL ESTATE	SWRE HAP VASH	118-004741	18-003416	06/05/2018	1	REYNOLDS JUNE HAP VASH	295-35-3508-404009	\$ 779.00
[VENDOR] 183 : SOUTHWEST WY WOOL WAREHSE	55608	118-004742	18-003424	06/05/2018	1	Children's Museum Items	110-34-3401-406130	\$ 182.36

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
[VENDOR] 22194 : SPORTSMAN'S WAREHOUSE 165.87	254-00673	118-004743	18-003404	06/05/2018	1	4 White Launchers for K9	110-12-1201-403410	\$ 91.96
	254-00673	118-004743	18-003404	06/05/2018	2	Powerload for K9 Launcher	110-12-1201-403410	\$ 13.99
	254-00673	118-004743	18-003404	06/05/2018	3	Range Safety Glasses	110-12-1201-406131	\$ 31.96
	254-00673	118-004743	18-003404	06/05/2018	4	Range Safety Glasses	110-12-1201-406131	\$ 27.96
[VENDOR] 21624 : SPORTSMITH	1077009	118-004633	18-003119	06/05/2018	1	Gym equipment	110-14-1405-406120	\$ 150.76
[VENDOR] 23298 : SPRINGVIEW MANOR APTS 3,373.00	SPRINGVIEW HAP	118-004744	18-003443	06/05/2018	1	CRANFORD JUNE HAP	295-35-3508-404010	\$ 209.00
	SPRINGVIEW HAP	118-004744	18-003443	06/05/2018	2	SUTPHIN JUNE HAP TPT	295-35-3508-404008	\$ 225.00
	SPRINGVIEW HAP	118-004744	18-003443	06/05/2018	3	FLETCHER JUNE HAP	295-35-3508-404010	\$ 269.00
	SPRINGVIEW HAP	118-004744	18-003443	06/05/2018	4	MARCINEK JUNE HAP VASH	295-35-3508-404009	\$ 284.00
	SPRINGVIEW HAP	118-004744	18-003443	06/05/2018	5	HUANG JUNE HAP	295-35-3508-404010	\$ 310.00
	SPRINGVIEW HAP	118-004744	18-003443	06/05/2018	6	MOREY JUNE HAP VASH	295-35-3508-404009	\$ 422.00
	SPRINGVIEW HAP	118-004744	18-003443	06/05/2018	7	MACE JUNE HAP TPT	295-35-3508-404008	\$ 469.00
	SPRINGVIEW HAP	118-004744	18-003443	06/05/2018	8	PETERSON JUNE HAP VASH	295-35-3508-404009	\$ 540.00
	SPRINGVIEW HAP	118-004744	18-003443	06/05/2018	9	GUNYAN JUNE HAP	295-35-3508-404010	\$ 645.00
[VENDOR] 20745 : STANDARD PLUMBING	HCTC19	118-004634	18-003340	06/05/2018	1	11/2"x 11/2"x 11/2" Quick Tee	110-13-1303-406130	\$ 12.26
[VENDOR] 22639 : STAPLES ADVANTAGE <del>1,325.81</del> 1,921.67	LA@368565APR/MAY2018	118-004588	18-003304	06/05/2018	1	Office Supplies-Attorney, inv. #3377330366, #3377330369	110-11-1102-406001	\$ 394.10
	LA@368565APR/MAY2018	118-004588	18-003304	06/05/2018	2	Office Supplies-PD inv. #3375432281, #3375432282, #3376159108, #3376159109	110-12-1201-406001	\$ 371.95
	LA@368565APR/MAY2018	118-004588	18-003304	06/05/2018	2	Office Supplies-PD inv. #3375432281, #3375432282, #3376159108, #3376159109	110-12-1201-406101	\$ 129.81
	STAPLES AD MAY2018	118-004745	18-003369	06/05/2018	1	Office Supplies Civic	110-14-1404-406001	\$ 565.36
	STAPLES AD MAY2018	118-004745	18-003369	06/05/2018	2	Office Supplies	110-14-1405-406001	\$ 116.47
	STAPLES AD MAY2018	118-004745	18-003369	06/05/2018	3	Office Supplies	110-11-1103-406001	\$ 88.29
	STAPLES AD MAY2018	118-004745	18-003369	06/05/2018	3	Office Supplies	110-11-1109-406001	\$ 3.59
	STAPLES AD MAY2018	118-004745	18-003369	06/05/2018	3	Office Supplies	130-16-1108-406001	\$ 126.05
	STAPLES AD MAY2018	118-004745	18-003369	06/05/2018	3	Office Supplies	150-33-1108-406001	\$ 126.05
[VENDOR] 22929 : STATE FIRE DC SPECIALTIES 654.60	U137235E/U137236E	118-004673	18-002823	06/05/2018	1	nine iron and snack shop fire hood inspection	110-14-1402-406120	\$ 306.90
	INV972	118-004674	18-003278	06/05/2018	1	3 month monitoring of alarm system	110-14-1402-404310	\$ 144.00
	U137257E	118-004675	18-003362	06/05/2018	1	nine iron hood inspection 10/31/2017	110-14-1402-406120	\$ 203.70
[VENDOR] 24335 : STEPHENSON	M. STEPHENSON URP	118-004746	18-003377	06/05/2018	1	June URP	250-00-0000-115000	\$ 31.00
[VENDOR] 3533 : SUN LIFE FINANCIAL 1,324.31	SUN 6-1-2018	118-004747	18-003423	06/05/2018	1	MAYOR/COUNCIL	110-11-1101-402010	\$ 51.64
	SUN 6-1-2018	118-004747	18-003423	06/05/2018	2	ATTORNEY	110-11-1102-402010	\$ 19.53
	SUN 6-1-2018	118-004747	18-003423	06/05/2018	3	FINANCE/ADMIN	110-11-1103-402010	\$ 44.12
	SUN 6-1-2018	118-004747	18-003423	06/05/2018	4	CITY BUILDINGS	110-11-1104-402010	\$ 6.51
	SUN 6-1-2018	118-004747	18-003423	06/05/2018	5	MUNICIPAL COURT	110-11-1105-402010	\$ 11.79
	SUN 6-1-2018	118-004747	18-003423	06/05/2018	6	URA	110-11-1106-402010	\$ 6.51
	SUN 6-1-2018	118-004747	18-003423	06/05/2018	7	IT	110-11-1107-402010	\$ 11.79

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
	SUN 6-1-2018	118-004747	18-003423	06/05/2018	8	HUMAN RESOURCES	110-11-1109-402010	\$ 6.51
	SUN 6-1-2018	118-004747	18-003423	06/05/2018	9	POLICE	110-12-1201-402010	\$ 326.22
	SUN 6-1-2018	118-004747	18-003423	06/05/2018	10	ANIMAL CONTROL	110-12-1202-402010	\$ 11.79
	SUN 6-1-2018	118-004747	18-003423	06/05/2018	11	FIRE DEPARTMENT	110-12-1205-402010	\$ 220.47
	SUN 6-1-2018	118-004747	18-003423	06/05/2018	12	ENGINEERING	110-13-1301-402010	\$ 19.53
	SUN 6-1-2018	118-004747	18-003423	06/05/2018	13	STREETS	110-13-1303-402010	\$ 73.81
	SUN 6-1-2018	118-004747	18-003423	06/05/2018	14	CEMETERY	110-13-1304-402010	\$ 13.02
	SUN 6-1-2018	118-004747	18-003423	06/05/2018	15	PARKS	110-14-1401-402010	\$ 26.04
	SUN 6-1-2018	118-004747	18-003423	06/05/2018	16	GOLF COURSE	110-14-1402-402010	\$ 44.34
	SUN 6-1-2018	118-004747	18-003423	06/05/2018	17	CIVIC CENTER	110-14-1404-402010	\$ 53.05
	SUN 6-1-2018	118-004747	18-003423	06/05/2018	18	FAMILY REC CNTR	110-14-1405-402010	\$ 98.01
	SUN 6-1-2018	118-004747	18-003423	06/05/2018	19	WRF	130-16-1601-402010	\$ 87.45
	SUN 6-1-2018	118-004747	18-003423	06/05/2018	20	PUBLIC SERVICES	110-19-1901-402010	\$ 24.19
	SUN 6-1-2018	118-004747	18-003423	06/05/2018	21	BLDG INSP	110-19-1902-402010	\$ 19.53
	SUN 6-1-2018	118-004747	18-003423	06/05/2018	22	SHOP	110-19-1903-402010	\$ 32.55
	SUN 6-1-2018	118-004747	18-003423	06/05/2018	23	SEWER ADMIN	130-16-1108-402010	\$ 8.54
	SUN 6-1-2018	118-004747	18-003423	06/05/2018	24	WATER ADMIN	150-33-1108-402010	\$ 8.53
	SUN 6-1-2018	118-004747	18-003423	06/05/2018	25	WATER OPS	150-33-3302-402010	\$ 57.36
	SUN 6-1-2018	118-004747	18-003423	06/05/2018	26	MUSEUM	110-34-3401-402010	\$ 6.51
	SUN 6-1-2018	118-004747	18-003423	06/05/2018	27	PUBLIC HOUSING	250-35-3501-402010	\$ 13.86
	SUN 6-1-2018	118-004747	18-003423	06/05/2018	28	PUB HSG MNTC	250-35-3502-402010	\$ 18.30
	SUN 6-1-2018	118-004747	18-003423	06/05/2018	29	SECTION 8	295-35-3508-402010	\$ 2.81
[VENDOR] 23283 : SUPPLY CACHE INC.	227302A	118-004589	18-002533	06/05/2018	1	651-24605, Felling Axe, 36 inch Fiberglass Handle, Council Tools	110-12-1205-407401	\$ 39.00
288.30	227302A	118-004589	18-002533	06/05/2018	2	770-83251, Split Fuel Container, 1.5 Gallon	110-12-1205-407401	\$ 34.95
	227302A	118-004589	18-002533	06/05/2018	3	763-92001, Saw Bar Cover, True North	110-12-1205-407401	\$ 64.95
	227302A	118-004589	18-002533	06/05/2018	4	Shipping	110-12-1205-407401	\$ 20.95
	230879A	118-004635	18-003284	06/05/2018	1	Jet-Pac Adventure Traveler Meals - Case of 10, Coyote Camp, Item #: 550-69951	110-12-1205-406130	\$ 107.50
	230879A	118-004635	18-003284	06/05/2018	2	Shipping	110-12-1205-406130	\$ 20.95
[VENDOR] 23401 : SW. COUNTY DIST BD. OF HEALTH	2018-124	118-004676	18-002767	06/05/2018	1	Rabies Vaccine for Kim Pickrell	110-12-1202-406130	\$ 884.52
1025.68	2018-124	118-004676	18-002767	06/05/2018	2	Administration fee	110-12-1202-406130	\$ 65.16
	2018-124	118-004676	18-002767	06/05/2018	3	Rabies Titer - plus overnight shipping for Mike Kiggins	110-12-1202-406130	\$ 76.00
[VENDOR] 190 : SWEETWATER CO WEED & PEST	9273	118-004591	18-003274	06/05/2018	1	Krovar ground sterilant	130-16-1601-406130	\$ 568.80
1487.30	9331	118-004638	18-003268	06/05/2018	1	ALTOS ID XR BRIQUETS (MOSQUITO CONTROL)	110-12-1204-406103	\$ 3,674.00
	9331	118-004638	18-003268	06/05/2018	2	Cost Share Discount	110-12-1204-406103	\$ -2,755.50
[VENDOR] 191 : SWEETWATER COUNTY CLERK	1652	118-004590	18-000269	06/05/2018	1	Sky West Agreement - FY2018	110-15-1501-404702	\$ 31,634.46
[VENDOR] 20247 : SWEETWATER COUNTY SCHOOL DIST #1	109-112	118-004677	18-003398	06/05/2018	1	Brown bag cards	110-11-1106-405500	\$ 70.00
111.50	109-112	118-004677	18-003398	06/05/2018	2	bucket list cards	110-11-1106-405500	\$ 41.50
[VENDOR] 19120 : SWEETWATER COUNTY SOLID WASTE	30507	118-004636	18-003315	06/05/2018	1	Tire Disposal	110-19-1903-406130	\$ 109.60

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
[VENDOR] 3434 : SWEETWATER HEIGHTS	SW HEIGHTS HAP	118-004748	18-003446	06/05/2018	1	REYNOLDS JUNE HAP VASH	295-35-3508-404009	\$ 609.00
	SW HEIGHTS HAP	118-004748	18-003446	06/05/2018	2	LLOYD JUNE HAP VASH	295-35-3508-404009	\$ 609.00
	SW HEIGHTS HAP	118-004748	18-003446	06/05/2018	3	BORCHERT JUNE HAP VASH	295-35-3508-404009	\$ 611.00
	SW HEIGHTS HAP	118-004748	18-003446	06/05/2018	4	BOSCH JUNE HAP VASH	295-35-3508-404009	\$ 621.00
	SW HEIGHTS HAP	118-004748	18-003446	06/05/2018	5	BOLING JUNE HAP VASH	295-35-3508-404009	\$ 621.00
[VENDOR] 189 : SWEETWATER PLUMBING & HEATING LLC	78325/13/14	118-004637	18-003188	06/05/2018	1	PVC Pipe/Cement/Union, Inv. #78325	150-33-3302-406120	\$ 19.70
	78325/13/14	118-004637	18-003188	06/05/2018	2	Valves/Bushings/Adapters/SS Mesh/Misc., Inv. #78313	130-16-1601-406120	\$ 850.30
	78325/13/14	118-004637	18-003188	06/05/2018	3	Pipe/Plug Valves/Fittings/Misc., Inv. #78314	130-16-1601-406120	\$ 1,834.00
[VENDOR] 19104 : SWEETWATER TROPHIES	22704	118-004678	18-003397	06/05/2018	1	P&Z name plate - Kennedy	110-19-1901-406130	\$ 12.75
	22705	118-004749	18-003407	06/05/2018	1	Flag Box for Open House	110-12-1201-406130	\$ 119.95
[VENDOR] 21608 : TAYLOR MADE GOLF CO., INC.	3317606/33176605	118-004768	18-003357	06/05/2018	1	Trail Set special order for SPE tournament	110-14-1402-406133	\$ 809.00
[VENDOR] 20717 : TEAM LABORATORY CHEMICAL CORP	INV0010992	118-004639	18-003339	06/05/2018	1	Fine Road Patch	110-13-1303-406130	\$ 1,895.00
[VENDOR] 221 : THOMSON REUTERS - WEST PMNT CENTER	838041028	118-004750	18-003406	06/05/2018	1	Search Warrant Law Deskbook	110-12-1201-403220	\$ 620.00
	838199505	118-004751	18-003434	06/05/2018	1	Library Plan Charges 4/5/18-5/4/18, Inv. 838199505.	110-11-1102-403220	\$ 481.03
[VENDOR] 22746 : TURNKEY PROPERTIES INC.	TURNKEY P. HAP	118-004752	18-003442	06/05/2018	1	ELESPURU JUNE HAP	295-35-3508-404010	\$ 557.00
	TURNKEY P. HAP	118-004752	18-003442	06/05/2018	2	SHERWOOD JUNE HAP	295-35-3508-404010	\$ 579.00
[VENDOR] 19365 : UNION PACIFIC RAILROAD	293384256	118-004753	18-003438	06/05/2018	1	Lease; Broadway and 2nd st-06/11/2018 to 06/10/2019 bill# 293384256	110-15-1501-404410	\$ 9,433.01
[VENDOR] 22500 : UNITED SITE SERVICES	114-6808194	118-004679	18-000405	06/05/2018	1	yearly rental of a ADA accessible portable restroom	110-13-1304-404310	\$ 189.95
	114-635679	118-004680	18-003277	06/05/2018	1	monthly port-a-let service	110-14-1402-404310	\$ 630.00
[VENDOR] 20380 : UPS	65XW67208-188-198	118-004754	18-003401	06/05/2018	1	Shipping Fees	110-12-1201-406101	\$ 69.15
	65XW67208-188-198	118-004754	18-003401	06/05/2018	2	Shipping fees	110-12-1201-406101	\$ 61.56
	65XW67208-188-198	118-004754	18-003401	06/05/2018	3	Shipping Fees	110-12-1201-406101	\$ 62.71
[VENDOR] 214 : VAUGHN'S PLUMBING	24632	118-004681	18-003367	06/05/2018	1	Solids handling building HVAC repair	130-16-1601-404310	\$ 1,515.32
[VENDOR] 623 : VERIZON WIRELESS	9807259838	118-004640	18-003351	06/05/2018	1	Animal Control	110-12-1202-405302	\$ 119.02
	9807259838	118-004640	18-003351	06/05/2018	2	Cemetery	110-13-1304-405302	\$ 64.64
	9807259838	118-004640	18-003351	06/05/2018	3	City Buildings	110-11-1104-405302	\$ 36.41
	9807259838	118-004640	18-003351	06/05/2018	4	Civic Center	110-14-1404-405302	\$ 226.24
	9807259838	118-004640	18-003351	06/05/2018	5	Engineering	110-13-1301-405302	\$ 109.23
	9807259838	118-004640	18-003351	06/05/2018	6	Emergency Mngmt	110-12-1204-405302	\$ 36.41
	9807259838	118-004640	18-003351	06/05/2018	7	Fire Department	110-12-1205-405302	\$ 139.23
	9807259838	118-004640	18-003351	06/05/2018	8	FRC	110-14-1405-405302	\$ 224.76
	9807259838	118-004640	18-003351	06/05/2018	9	Golf	110-14-1402-405302	\$ 96.96
	9807259838	118-004640	18-003351	06/05/2018	10	Housing	250-35-3502-405302	\$ 96.96
	9807259838	118-004640	18-003351	06/05/2018	11	Parks	110-14-1401-405302	\$ 133.37



Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount	
	9807259838	118-004640	18-003351	06/05/2018	12	Police	110-12-1201-405302	\$ 2,432.33	
	9807259838	118-004640	18-003351	06/05/2018	13	Public Services	110-19-1901-405302	\$ 36.41	
	9807259838	118-004640	18-003351	06/05/2018	14	Shop	110-19-1903-405302	\$ 32.32	
	9807259838	118-004640	18-003351	06/05/2018	15	Streets	110-13-1303-405302	\$ 68.73	
	9807259838	118-004640	18-003351	06/05/2018	16	Water.Ops	150-33-3302-405302	\$ 294.97	
	9807259838	118-004640	18-003351	06/05/2018	17	WRF	130-16-1601-405302	\$ 133.37	
[VENDOR] 24226 : VESCO	B. VESCO HAP	118-004755	18-003410	06/05/2018	1	MCDONALD JUNE HAP	295-35-3508-404010	\$ 420.00	
[VENDOR] 24101 : VONAGE BUSINESS	TELE CHARGES MAY2018	118-004756	18-003427	06/05/2018	1	Telephone Charges-Civic Center-inv1650062	110-14-1404-405301	\$ 278.88	
427.28	TELE CHARGES MAY2018	118-004756	18-003427	06/05/2018	2	Telephone Charges-URA-inv 1651273	110-11-1106-405301	\$ 75.88	
	TELE CHARGES MAY2018	118-004756	18-003427	06/05/2018	3	Telephone Charges-Golf-Inv 1651274	110-14-1402-405301	\$ 72.52	
[VENDOR] 553 : WALMART COMMUNITY BRC	00686	118-004757	18-002768	06/05/2018	1	Child Safety Seats	110-12-1205-406115	\$ 1,770.62	
	MAY2018	118-004758	18-003371	06/05/2018	1	Walmart Misc Supplies	110-12-1202-406130	\$ 852.49	
	MAY2018	118-004758	18-003371	06/05/2018	2	Walmart Misc Supplies	110-11-1104-406130	\$ 190.08	
	MAY2018	118-004758	18-003371	06/05/2018	3	Walmart Misc Supplies	110-14-1404-406130	\$ 24.48	
	MAY2018	118-004758	18-003371	06/05/2018	3	Walmart Misc Supplies	110-14-1404-406132	\$ 6.88	
4592.41	MAY2018	118-004758	18-003371	06/05/2018	4	Walmart Misc Supplies	110-14-1405-406001	\$ 94.97	
	MAY2018	118-004758	18-003371	06/05/2018	4	Walmart Misc Supplies	110-14-1405-406120	\$ 925.22	
	MAY2018	118-004758	18-003371	06/05/2018	5	Walmart Misc Supplies	110-12-1205-406130	\$ 210.64	
	MAY2018	118-004758	18-003371	06/05/2018	6	Walmart Misc Supplies	110-34-3401-406001	\$ 164.74	
	MAY2018	118-004758	18-003371	06/05/2018	7	Walmart Misc Supplies	110-11-1106-406130	\$ 106.97	
	MAY2018	118-004758	18-003371	06/05/2018	8	Walmart Misc Supplies	130-16-1601-406120	\$ 228.84	
	MAY2018	118-004758	18-003371	06/05/2018	9	Walmart Misc Supplies	110-13-1301-406130	\$ 16.48	
[VENDOR] 413 : WAMCO LAB, INC	13612	118-004682	18-003365	06/05/2018	1	Retest for failed WET test	130-16-1601-406130	\$ 1,200.00	
[VENDOR] 22797 : WARE	T. WARE HAP	118-004759	18-003441	06/05/2018	1	WELCH JUNE HAP	295-35-3508-404010	\$ 595.00	
1475.00	T. WARE HAP	118-004759	18-003441	06/05/2018	2	DURAN JUNE HAP	295-35-3508-404010	\$ 880.00	
[VENDOR] 21221 : WEBB	RM-MAY2018	118-004592	18-003319	06/05/2018	1	Resident Manager May	250-35-3501-403308	\$ 175.00	
[VENDOR] 23778 : WEED MANAGEMENT SOLUTIONS	PayApp#1	118-004652	18-003336	06/05/2018	1	2018 Weed Mitigation	110-13-1304-507409	\$ 30,470.00	
27423.00	[VENDOR] 24411 : WILLDAN LIGHTING & ELECTRIC, INC.	1251056-A	118-004683	18-003353	06/05/2018	1	New Price for Wattsmart	110-34-3401-404310	\$ 413.77
[VENDOR] 9000.2165 : WILLIAM R TALIAFERRO	7334778	118-004537		06/05/2018	1	UB CR REFUND-102040	170-00-0000-202000	\$ 24.00	
[VENDOR] 9000.2168 : WILLIAM TALIAFERRO	7334781	118-004540		06/05/2018	1	UB CR REFUND-95585	170-00-0000-202000	\$ 289.00	
[VENDOR] 21220 : WILLIAMS	RM-MAY2018	118-004593	18-003318	06/05/2018	1	Resident Manager May	250-35-3501-403308	\$ 175.00	
[VENDOR] 24245 : WILLOW STREET RENTALS	WILLOW HAP	118-004760	18-003420	06/05/2018	1	WALES-ALLEN JUNE HAP	295-35-3508-404010	\$ 444.00	
[VENDOR] 22284 : WIRELESS ADVANCED COMM., INC.	2227154-5-6-7	118-004684	18-002666	06/05/2018	1	Car Build for New Police Vehicle	110-12-1201-407420	\$ 43,264.82	
50,363.62									

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number		Amount
	2227154-5-6-7	118-004684	18-002666	06/05/2018	2	Additional Arbitrator - other two purchased from grant funds	110-12-1201-407420	\$	7,099.00
[VENDOR] 24368 : WOODARD	S. WOODWARD HAP	118-004761	18-003409	06/05/2018	1	YOUNGBLOOD JUNE HAP VASH	295-35-3508-404009	\$	90.00
[VENDOR] 24227 : WOSTREL	A. WOSTREL HAP	118-004762	18-003408	06/05/2018	1	SHINE JUNE HAP	295-35-3508-404010	\$	650.00
[VENDOR] 22389 : WYOLECTRIC	6701	118-004641	18-003344	06/05/2018	1	Labor and Materials to Repair Plymovent at Station 3	110-12-1205-404310	\$	328.81
[VENDOR] 19716 : WYOMING ANALYTICAL LABS	37291R	118-004770	18-000044	06/05/2018	1	Water Testing for 30 Inch Water	150-33-3302-507902	\$	367.00
[VENDOR] 235 : WYOMING MACHINERY	PO5288426	118-004594	18-002882	06/05/2018	1	AC filters for CAT loader	130-16-1601-406120	\$	194.50
GRAND TOTAL (Excluding Retainage) :								\$	1,128,963.38
RETAINAGE WITHHELD FOR INVOICE	PayApp#3	118-004661	18-001642	06/05/2018				\$	-3,988.40
RETAINAGE WITHHELD FOR INVOICE	PayApp#1	118-004652	18-003336	06/05/2018				\$	-3,047.00
RETAINAGE WITHHELD FOR INVOICE	PayApp#1	118-004662	18-003218	06/05/2018				\$	-4,141.13
RETAINAGE TOTAL :								\$	-11,176.53
GRAND TOTAL (Including Retainage) :								\$	1,117,786.85

**CITY OF ROCK SPRINGS**  
**May 22, 2018**

EMPLOYEE GARNISHMENTS	Employee deductions	\$	391.65
INTERNAL REVENUE SERVICE	Electronic fund transfer	\$	139,465.85
AXA - EQUITABLE	Employee deferred	\$	137.50
ICMA	Electronic fund transfer	\$	2,941.23
NATIONWIDE INSURANCE	Employee deferred	\$	370.00
WADDELL AND REED	Employee deferred	\$	925.00
WADDELL AND REED	Section 529 Plan	\$	775.00
GREAT WEST RETIREMENT	Employee deferred	\$	8,287.50
GREAT WEST RETIREMENT	Post Tax	\$	240.00
SWEETWATER FEDERAL CREDIT UNION	Employee deductions	\$	3,050.00
FLEXIBLE SPENDING ACCOUNT/BCBS	Employee BCBS flexshare	\$	6,819.99
WYOMING CHILD SUPPORT	Child Support payments	\$	3,707.50
TOTAL CHECKS		\$	167,111.22

# **City of Rock Springs**

## **Payroll Authorization for May 22, 2018**

**Gross Payroll - \$646,043.67**



*City Council Agenda*

# *New Business*

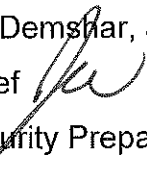


ROCK SPRINGS FIRE DEPARTMENT

Headquarters  
600 College Drive  
Rock Springs, WY 82901  
(307) 352-1475 phone  
(307) 352-1481 fax

May 17, 2018

MEMO

To: Honorable Mayor Carl R. Demshar, Jr. and City Councilors  
From: Jim Wamsley, Fire Chief   
Subject: State Homeland Security Preparedness Grants

At this time I am writing to ask permission to apply for one grant through the FY 2018 Wyoming State Office of Homeland Security Preparedness Grant Program (SHSP) for the purpose of sustaining the Tier II Hazardous Materials Reporting and plume modeling information for Haz Mat releases and spills. This grant requires no matching funds.

Your support for this effort is greatly appreciated.

If you have any questions please feel free to contact me.



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: Matt McBurnett

Date: 5/30/2018

Department Director Approval: Matt McBurnett

Date: 5/30/2018

Department: Water Administration

Position Requested: Accounting Technician I or II

☒ Replace ☐ Add

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

Samantha Michel

Position Status:

☒ Full-time ☐ Part-time ☐ Temporary ☐ Seasonal \_\_\_\_\_ months # hours/week \_\_\_\_\_

☒ 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: Under direction, to perform a variety of technical accounting duties involved in the preparation, review, and maintenance of financial and statistical records including utility utility accounts receivable and collections, petty cash, and cashiering.

Position Begin Date: \_\_\_\_\_

Budget Approval: [Signature]

Non-Budget Approval: \_\_\_\_\_

Approved: [Signature]  
Mayor

Not Approved: \_\_\_\_\_  
Mayor

**Advertising Request**

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



APPLICATION FOR 24 HR MALT BEVERAGE  
OR LIQUOR CATERING PERMIT

Permit Time: 6pm - 12am

Name of Event: Tanner's Graduation  
Permit Date(s): 6/23/18 to 6/23/18 Times of Event: 6pm to 12pm  
No. of Days Permitted: 1 Fee per day: \$75.00 Total Fee: \$75.00  
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: freight Depo - Train Depo

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

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

A nonprofit corporation organized under the laws of this state; YES ☐ NO ☒  
Qualified as a tax exempt organization under the Internal Revenue Code: YES ☐ NO ☒  
And have been in continuous operation for not less than two (2) years. YES ☒ NO ☐

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

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

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

For Corp, LLC, LLP Applicants Legal Name	Date of Birth	DO NOT LIST PO BOXES Residence Address St., City, State, Zip	Residence Phone Number	No. of yrs. in Corp. or LLC	% of Stock Held	Have you been convicted of a Felony Violation - YES or NO	Have you been convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages? YES or NO
Susan 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	6-29-58	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 Chan	3-12-67	829 Ford Island 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 Chena Yim	11-11-69	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 8<sup>th</sup> day of May, \_\_\_\_\_.

Tim 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

5/14/18  
Date

Comments: Security Detail on 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



BLACROC-01

ROCOBURN

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/02/2018

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).

<b>PRODUCER</b> Wyoming Financial Insurance 503 W Main St Riverton, WY 82501	<b>CONTACT</b> Mary McNeill NAME	
	PHONE (A/C, No, Ext): (307) 857-4930	FAX (A/C, No):
	E-MAIL ADDRESS: mmcneill@werccs.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
<b>INSURED</b>  Black Rock, Inc. dba 24 Hour C Store 1704 Elk Street Rock Springs, WY 82901	INSURER A : Allied Insurance	
	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  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ACP7556125014	04/18/2018	04/18/2019	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							STOP GAP EMPLOY \$ 1,000,000
							COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
PROPERTY DAMAGE (Per accident) \$							
							\$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Property			ACP7556125014	04/18/2018	04/18/2019	Property 1,185,100

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

## CERTIFICATE HOLDER

## CANCELLATION

Black Rock, Inc  
1704 Elk 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

I, Traci Dean, will be bartending the event and will do the security myself. I have been tips certified and done multiple events before.

Thank You

A handwritten signature in cursive script that reads "Traci Dean". The ink is dark and the signature is fluid.

Traci Dean

check in vault

To Chief Pacheco  
for review  
5/18/18  
mc



APPLICATION FOR 24 HR MALT BEVERAGE  
OR LIQUOR CATERING PERMIT

Permit Time: ~~7:14~~ 12p-12a

Name of Event: Matlock Anniversary Party

Permit Date(s): 7/14/18 to 7/14/18 Times of Event: 12 PM to 12 AM

No. of Days Permitted: 1 Fee per day: \$75.00 Total Fee: 75<sup>00</sup>

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
Susan 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	6-29-58	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 Chan	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 Chena Yim	11-11-69	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 18<sup>th</sup> day of May, 2018.

Tam 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

5/21/18  
Date

Comments: Security in place for this event.

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 10<sup>th</sup>, 2018,

Honorable Mayor and City Council;

This letter is to inform you that the American Legion Archie Hay Post 24 Rented 543 Broadway to Dorthy Matlock, for a Anniversary Party on July 14<sup>th</sup>, 2018. The event will begin at 12:00 pm to 12:00 am.

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 in detail  
(2 of 2 apps)



# APPLICATION FOR 24 HR MALT BEVERAGE OR LIQUOR CATERING PERMIT

Permit Time: 4p-12a

Name of Event: Mutual Aid Mine Rescue

Permit Date(s): 6/11/18 to 6/11/18 Times of Event: 4pm to midnight

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

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

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

Company Location: 41 East Railroad Ave City: Green River State: WY Zip: 82935

Mailing Address: 41 East Railroad Ave City: Green River State: WY Zip: 82935

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

Location of Event/Sales: Sweet Water Events Complex Rock Springs WY

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

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

A nonprofit corporation organized under the laws of this state;

YES ☒

NO ☒

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

YES ☐

NO ☒

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

YES ☒

NO ☐

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

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

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

For Corp, LLC, LLP Applicants Legal Name	Date of Birth	DO NOT LIST PO BOXES Residence Address St., City, State, Zip	Residence Phone Number	No. of yrs. in Corp. or LLC	% of Stock Held	Have you been convicted of a Felony Violation - YES or NO	Have you been convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages? YES or NO
Susan Dickinson	2-14-66	519 Fremont Circle RS WY	307 350 5815	2	100%	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
						Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
						Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
						Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>

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

By signing this application, I acknowledge for Ponderosa Bar Trx (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 10 day of May, 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

5/21/18  
\_\_\_\_\_  
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



# MEMO

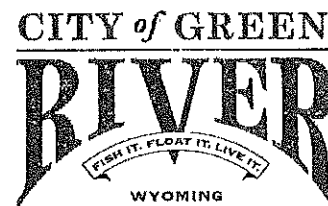
**To:** City of Rock Springs  
**From:** Tara Smith, Deputy City Clerk  
**Date:** February 7, 2018  
**Re:** Catering Permit for The Ponderosa Bar

On February 6, 2018, the Governing Body of the City of Green River approved the request from The Ponderosa Bar to transfer their retail liquor license to cater alcoholic beverages at the Mine Rescue Captain's Meeting on June 11, 2018, from 4 pm to midnight and the Mine Rescue Banquet on June 14, 2018 from 4 pm to midnight, at the Sweetwater County Events Complex. Let me know if you have any questions.

Sincerely,

Tara Smith  
City of Green River  
50 E 2 N  
Green River, WY 82935

307-872-6145  
tsmith@cityofgreenriver.org



Kiggins Safety and Security

1913 Kennedy Ave

Rock Springs WY 82901

5/10/2018

Honorable Mayor and City Council;

I, Mike Kiggins with Kiggins Safety and Security will be providing security for the Mutual Aid Mine Rescue Event on 6/11/18, and the Mutual Aid Mine Rescue Banquet on 6/14/2018 at the Sweetwater County Events Complex. If you have any questions, please give me a call at 371-7199.

Thank you.



Mike Kiggins

check in vault  
(1 of 2 apps)



APPLICATION FOR 24 HR MALT BEVERAGE  
OR LIQUOR CATERING PERMIT

Permit Time: 4p-12a

Name of Event: Mutual Aid Mine Rescue Banquet

Permit Date(s): 6/14/18 to 6/14/18 Times of Event: 4pm to midnight

No. of Days Permitted: 1 Fee per day: \$75.00 Total Fee: 75<sup>00</sup>

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

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

Company Location: 41 East Railroad Ave City: Green River State: WY Zip: 82935

Mailing Address: 41 East Railroad Ave City: Green River State: WY Zip: 82935

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

Location of Event/Sales: Sweetwater Events Complex Rock Springs WY

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

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

A nonprofit corporation organized under the laws of this state;

YES ☐ NO ☒

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

YES ☐ NO ☒

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

YES ☒ NO ☐

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

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

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

For Corp, LLC, LLP Applicants Legal Name	Date of Birth	DO NOT LIST PO BOXES Residence Address St., City, State, Zip	Residence Phone Number	No. of yrs. in Corp. or LLC	% of Stock Held	Have you been convicted of a Felony Violation - YES or NO	Have you been convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages? YES or NO
Susan Dickinson	2-14-66	541 Fremont Circle RS WY	307 350 5815	2	100	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
						Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
						Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
						Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>

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

By signing this application, I acknowledge for Ponderosa Bar Inc (Business Name) that all of the information provided is true and correct, and that I agree to meet the Wyoming operating conditions specified above. This application must be signed by an owner, partner, corporate 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 10 day of may, \_\_\_\_\_.

Susan Duhon  
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

5/21/18  
Date

Comments: Security Order 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

# MEMO

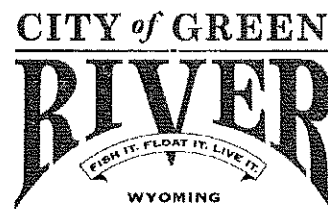
**To:** City of Rock Springs  
**From:** Tara Smith, Deputy City Clerk  
**Date:** February 7, 2018  
**Re:** Catering Permit for The Ponderosa Bar

On February 6, 2018, the Governing Body of the City of Green River approved the request from The Ponderosa Bar to transfer their retail liquor license to cater alcoholic beverages at the Mine Rescue Captain's Meeting on June 11, 2018, from 4 pm to midnight and the Mine Rescue Banquet on June 14, 2018 from 4 pm to midnight, at the Sweetwater County Events Complex. Let me know if you have any questions.

Sincerely,

Tara Smith  
City of Green River  
50 E 2 N  
Green River, WY 82935

307-872-6145  
tsmith@cityofgreenriver.org



Kiggins Safety and Security

1913 Kennedy Ave

Rock Springs WY 82901

5/10/2018

Honorable Mayor and City Council;

I, Mike Kiggins with Kiggins Safety and Security will be providing security for the Mutual Aid Mine Rescue Event on 6/11/18, and the Mutual Aid Mine Rescue Banquet on 6/14/2018 at the Sweetwater County Events Complex. If you have any questions, please give me a call at 371-7199.

Thank you.

  
Mike Kiggins

check in  
want

To Chris Pacheco  
for review  
mk 5/17/18



APPLICATION FOR 24 HR MALT BEVERAGE  
OR LIQUOR CATERING PERMIT

Permit Time: 10:00am - 5:00pm

Name of Event: Whisper Chevrolet Car Show

Permit Date(s): 7/7/18 to 7/7/18 Times of Event: 10am to 5pm

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

Applicant: Good Times, Inc D/B/A: Gateway Liquor

Contact Person: ANORIA WHISLER Phone: (307) 350-7033

Company Location: 2012 Gateway Blvd City: RS State: WY Zip: 82901

Mailing Address: 2012 Gateway Blvd City: RS State: WY Zip: 82901

Business Phone: (307) 362-3034 Email address: awhisler@whisperchevy.com

Location of Event/Sales: 2200 Foothill Blvd Rock Springs, WY

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
John F. [unclear]	11/12/51	2187 Carson St RS WY 82901	389-7874	18	50.90	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Susan [unclear]	3/21/56	"	389-7955	18	50.20	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"/>

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 Gateway Good Times (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 14<sup>th</sup> day of May, 2018

Andrea Whist  
Applicant Signature

\_\_\_\_\_  
Applicant Signature

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

\_\_\_\_\_  
Signature of Licensing Authority Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Law Enforcement Review Signature

\_\_\_\_\_  
Date

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Security Required? ☐ Yes ☐ No

Liquor Liability Insurance Required? ☐ Yes ☐ No



## Kimball, Melissa

---

**From:** Andria Whisler <[awhisler@whislerchevy.com](mailto:awhisler@whislerchevy.com)>  
**Sent:** Thursday, May 17, 2018 1:44 PM  
**To:** Kimball, Melissa  
**Subject:** RE: Car Show security

Hello Melissa,

Jerry Smith, D.O.B. 06/18/1961 will be in charge of security, his phone number (307)389-3548. We will be monitoring Driver's Licenses and utilizing wrist bands.

Thank You,

Please let me know if you need anything further.

Andria

**From:** Kimball, Melissa [[mailto:melissa\\_kimball@rswy.net](mailto:melissa_kimball@rswy.net)]  
**Sent:** Thursday, May 17, 2018 1:18 PM  
**To:** [awhisler@whislerchevy.com](mailto:awhisler@whislerchevy.com)  
**Subject:** Car Show security

Hello Andria,

Please supply the information regarding the security at the Whisler Chevrolet Car Show to be held 7/7/2018. The event is scheduled to run from 10:00 a.m. to 5:00 p.m.

Please provide the name(s) and contact phone number(s) for person or persons handling security and age-monitoring at this event.

Thank you!

*Melissa Kimball, Finance Dept  
City of Rock Springs  
212 D St  
Rock Springs WY 82901  
(307) 352-1500*

---

Information from ESET Endpoint Antivirus, version of detection engine 17402 (20180517)

---

The message was checked by ESET Endpoint Antivirus.

<http://www.eset.com>

Chief Pacheco - FYI  
JMK 5/23/18



6/9/2018

GOOD TIMES, INC.  
2012 DEWAR DRIVE  
ROCK SPRINGS WY. 82901  
307-382-3737

357-811-6886

CITY OF ROCK SPRINGS  
212 D ST.  
CITY

Dear Mr. Mayor and City Council members,

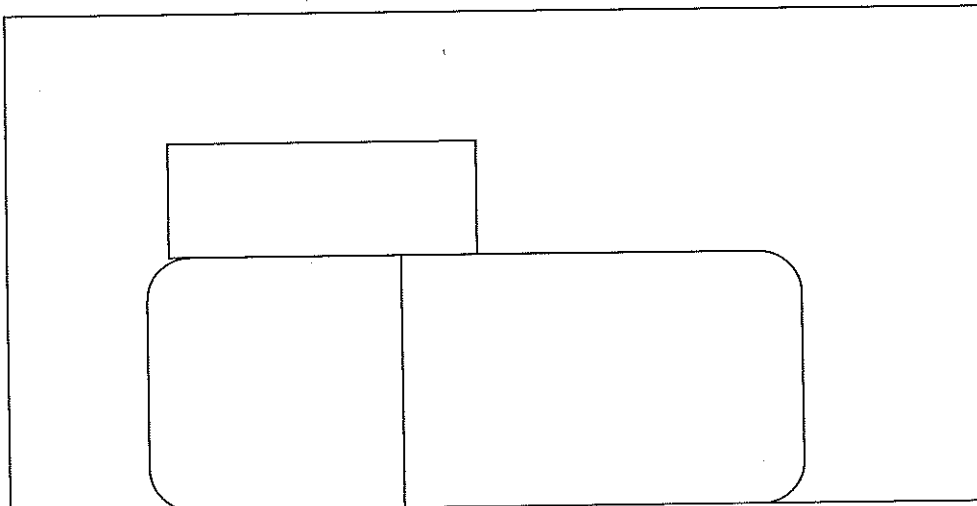
I would respectfully like to request permission to extend my serving area to include a 30'x40' section of the rear parking lot on June, 9th. The area will be used for games (bag toss tournament) from 1 PM until 9PM.

Proposed area will be ribboned, and bar staff will be stationed as security.

Your favorable consideration in this matter would be most appreciated.

Thank you,

Brook Mitchell  
Mgr., Johnny Mac's



May 17, 2018

Dear Honorable Mayor Demshar and City Council Members:

Lew's Inc ( DBA Buddha Bob's Bar) requests permission to hold an outdoor party at our location at 1549 9<sup>th</sup> Street on Saturday, June 23, 2018. The event will be a TGIS (Thank God Its Summer!) White Trash Party.

We request permission for the outside area from Noon to Midnight. No music will be playing outside after 10PM.

The outdoor area will be gated with sturdy metal-ranch fencing as illustrated below:

We will have a security team both inside and outside. Everyone will be wrist banded after they show proof of at least 21 years of age or older.

Thank You

*Wing Lew*  
Wing Lew

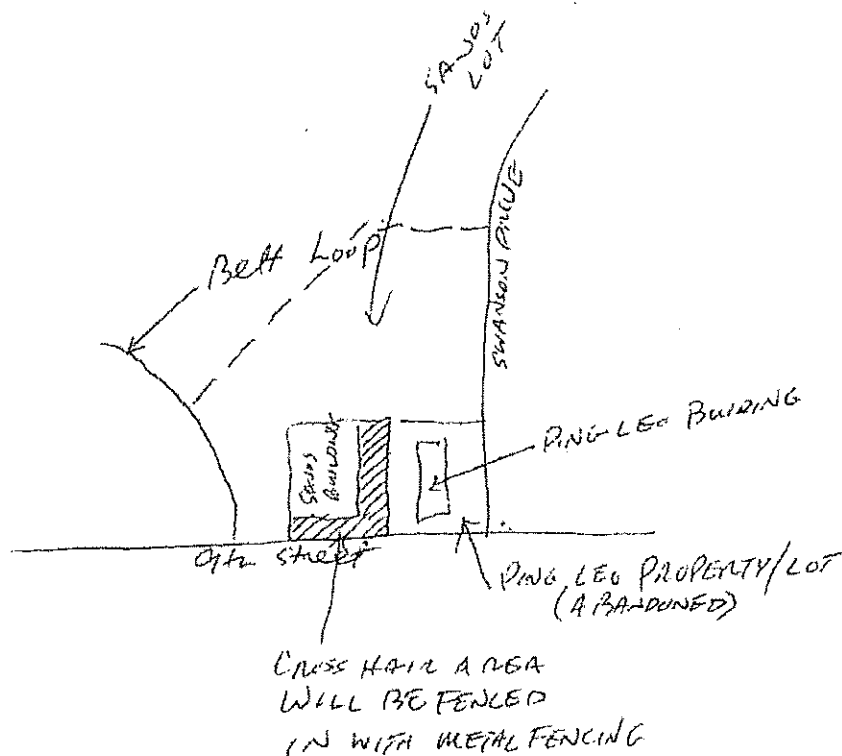
Lew's Inc.

1549 9<sup>th</sup> Street

Rock Springs, Wyoming 82901

[wingsands@yahoo.com](mailto:wingsands@yahoo.com)

307-389-109



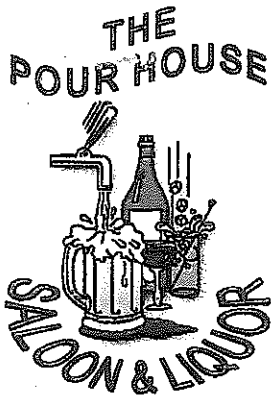
Requires approval by  
Green River Council also.

May 17, 2018

Honorable Mayor Demshar and Rock Springs City Council Members:

Lew's Inc ( DBA Sands Buddha Bobs Liquor Catering) requests permission to use our City of Rock Springs Liquor License to cater the Ciner 2018 Picnic. It is to be held on Saturday, July 21, 2018 from 10 AM to 6PM at the Green River Expedition Island. Our sister corporation, Sands Catering, will be catering the food portion of the event also.

Thank You,  
Wing Lew, President  
Lew's Inc and Sands Hospitality Inc  
1549 9<sup>th</sup> Street  
Rock Springs, Wyoming 82901  
[wingsands@yahoo.com](mailto:wingsands@yahoo.com)  
307-389-1309



**Rustic Atmosphere  
Contemporary Environment**

**1521 9th Street  
Rock Springs, Wyoming 82901  
307 362-3553**

May 7, 2018

To The Mayor and Council of Rock Springs:

We are asking for permission to hold our Annual Hiner Poker Run Event on June 30, 2018.

The hours of the event will be from 9:00 a.m. until closing at regular bar hours.

We will be having an outdoor band from 4:00 p.m. to 9:00 p.m.

We have provided the attached map showing the areas that will be roped off for the event.

We will be providing our own Security of two to four persons.

Thank you for giving this your consideration.

Sincerely,

Shirley Harris, Co-Owner

The Pour House Saloon

1521 9<sup>th</sup> St.

Rock Springs, WY 82901

cap SET  
18  
15°00'E  
80'  
p found

$\Delta = 10^{\circ}13'44''$  ( $10^{\circ}15'03''$  m.)  
 $R = 809.86$   
 $L = 144.58$  (144.89 meas)

Rebar/cap SET  
LS 2928

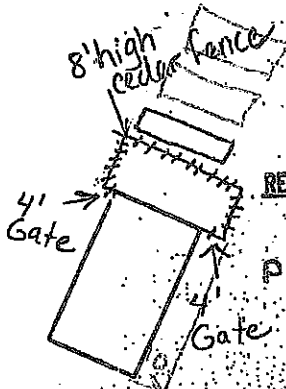
179.14'  
(19' DELO)  
(32.86' DELO)

Rebar/cap found  
LS 3928

S 59°25'15" E 204.47'  
(55°18'36" E 28.92' meas)

INVESTMENTS  
70 ACRES)

N 05°03'30" W 218.80'



RED HORSE OIL TRACT  
(1.556 ACRES)

POOR HOUSE TAVERN

(55°11'20" N 189.32' meas)  
(54°58'00" N 186.00')

Rebar found

Rebar/cap found  
LS 2928

$\Delta = 17^{\circ}49'18''$   
 $R = 823.70'$   
 $T = 97.79'$   
 $L = 194.00'$

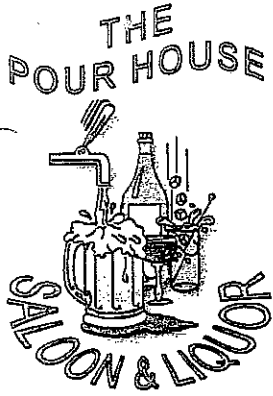
$\Delta = 1^{\circ}55'18''$   
 $R = 629.70$   
 $L = 1^{\circ}5.09'$

Rebar/cap SET  
LS 2928

NINTH STREET

STRINGS MOYE

$\Delta = 14^{\circ}29'23''$   
 $R = 629.70$   
 $L = 196.64$



May 16, 2018

To the Mayor and Council of Rock Springs:

We are asking for permission to hold the 1<sup>st</sup> Annual Ride for the Patch Poker Run event on July 14, 2018.

The hours of the event will be from 8:00am until 6:00pm.

We will have an outdoor band from 1:00pm to 6:00pm.

We have provided the attached map showing the areas that will be roped off for the event.

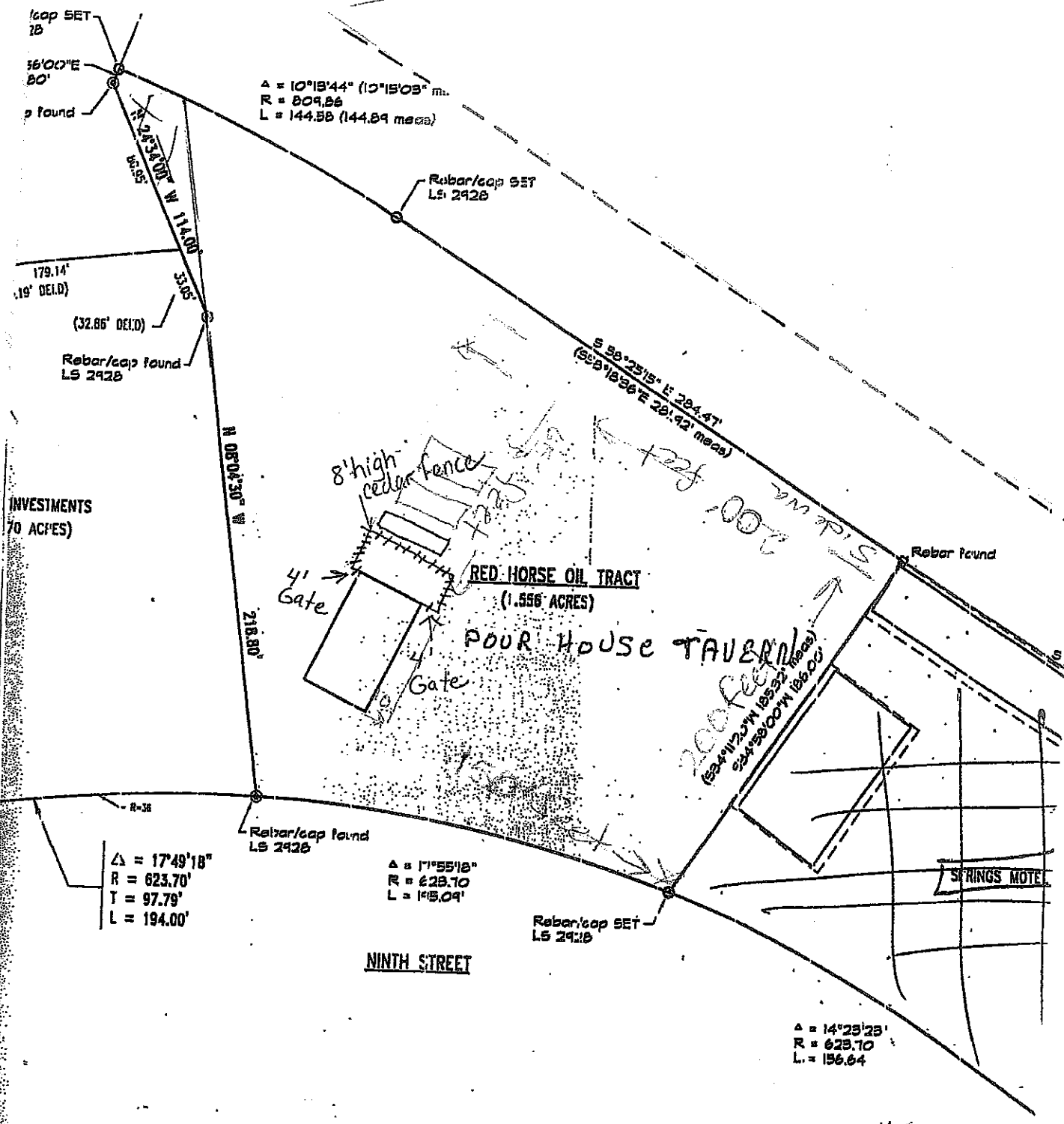
We will be providing our own Security of 4 to 6 persons.

Thank you for giving this your consideration.

Sincerely,

Shirley Harris, Co-Owner

The Pour House Saloon  
1521 9<sup>th</sup> St.  
Rock Springs, WY 82901





5/29 To Chief for  
Review

APPLICATION FOR 24 HR MALT BEVERAGE  
OR LIQUOR CATERING PERMIT

Permit Time: 10am - midnight

Name of Event: RODS AND RAILS CAR SHOW (South Main Street)  
Permit Date(s): 06 /16 /2018 to 06 /16 /2018 Times of Event: 1000 hrs to 2400 hrs  
No. of Days Permitted: 1 Fee per day: \$75.00 Total Fee: \$75.00  
Applicant: Leonard E. Merrell D/B/A: \_\_\_\_\_  
Contact Person: Leonard E. Merrell Phone: (307) 350 - 6579  
Company Location: 551 Broadway City: Rock Springs State: WY Zip: 82901  
Mailing Address: 551 Broadway City: Rock Springs State: WY Zip: 82901  
Business Phone: (307) 382 - 3315 Email address: legionpost24@sweetwaterhsa.com  
Location of Event/Sales: 543 Broadway ROCK SPRINGS 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"/>
						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 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 29<sup>th</sup> day of May 2018.

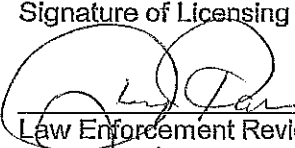
  
Applicant Signature

\_\_\_\_\_  
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

5/30/18  
Date

Comments: ID SCANNERS ARE AVAILABLE FOR USE FROM THE RSPD AT NO COST.

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

Security Required? ☐ Yes ☐ No

Liquor Liability Insurance Required? ☐ Yes ☐ No

29 May 2018

Honorable Mayor and City Council:

This letter is to inform you that the American Legion, Archie Hay Post 24 will rent 543 Broadway along with the use of the back yard sitting area, to Leonard E. Merrell on June 16<sup>th</sup>, 2018 for a BBQ during the Rod's and Rails Event. The event will start at 10:00 am and end at midnight. He would like to serve malt beverages for the event.

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 Hobbs

SAL Commander: Mike Tipton

Riders President: Grant Yaklich



# APPLICATION FOR 24 HR MALT BEVERAGE OR LIQUOR CATERING PERMIT

Permit Time: 6pm-midnight

Name of Event: Red Desert Roundup Rodeo Inc.

Permit Date(s): 7/26/2018 to 7/28/2018 Times of Event: 6:00pm to 12:00am

No. of Days Permitted: 3 Fee per day: \$75.00 Total Fee: \$225.00

Applicant: Wyoming Downs D/B/A: Liquor Depot

Contact Person: Vickie W-Cantu Phone: (307) 705-2242

Company Location: 2201 Foothill Blvd City: R.S. State: WY Zip: 82901

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Business Phone: (307) 362-6094 Email address: liquordepot@wydowns.com

Location 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
ERIC Nelson	1/29/69	3611 S. Lindell Rd Las Vegas NV 89103 #204	702 682-8418	7	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"/>

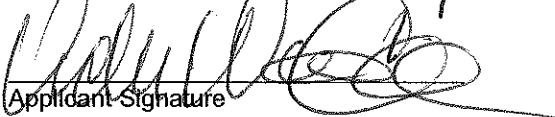
By filling this application, I agree to operate in Wyoming under the requirements of W.S.12-4-502 and all other applicable Wyoming laws and rules, and to file required sales tax reporting documents and taxes.

By signing this application, I acknowledge for Liquor Depot (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 23 day of May, 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

5/30/18  
Date

Comments: I.D. SCANNERS ARE AVAILABLE FROM THE RSPD  
AT NO COST. 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

*pd by CK #2529*  
*5/23/18*  
*J*

May 25, 2018

To Whom It May Concern:

Sweetwater County Search and Rescue will be the security for the Red Desert Roundup Rodeo on July 26, 27, and 28, 2018. If you have any questions, please contact me at 307-371-5186.

Sincerely,

Peggy Little  
Red Desert Roundup Rodeo Secretary

# APPLICATION FOR 24 HR MALT BEVERAGE OR LIQUOR CATERING PERMIT

Rock Springs

Permit Time: 5pm - midnight

Name of Event: Sweetwater Speedway  
 Permit Date(s): 06/22/2018 to 06/23/2018 Times of Event: 5:00pm to 12:00midnight  
 No. of Days Permitted: 2 Fee per day: \$75.00 Total Fee: \$150<sup>00</sup>  
 Applicant: Sweetwater Dirt Racing Alliance D/B/A: \_\_\_\_\_  
 Contact Person: Kara Beech Phone: (307) 272-3361  
 Company Location: 3302 Yellowstone Road City: Rock Springs State: WY Zip: 82901  
 Mailing Address: 405 Winterhawk Drive City: Rock Springs State: WY Zip: 82901  
 Business Phone: (307) 272-3361 Email address: Sweetwater speedway@gmail.com  
 Location of Event/Sales: Sweetwater Speedway

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"/>
						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 Sweetwater Port Racing Alliance (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 31<sup>st</sup> day of May, 2018.

Kara Birch  
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

Dwight  
Law Enforcement Review Signature

5/31/18  
Date

Comments: Security Provided by Mike Kibbins, T.D. Scannens  
Available by RSPD at no charge.

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  
5/16/18

**HOUSING RESOLUTION NO. 2018- 85**

**A RESOLUTION AUTHORIZING CARL R. DEMSHAR, JR., ACTING IN HIS CAPACITY AS CHAIRMAN OF THE ROCK SPRINGS HOUSING BOARD TO APPROVE THE SMOKE-FREE LEASE ADDENDUM FOR THE ROCK SPRINGS HOUSING AUTHORITY'S PUBLIC HOUSING PROGRAM.**

**WHEREAS, the Rock Springs Housing Authority has promulgated changes to its lease; and,**

**WHEREAS, the Rock Springs Housing Authority held an Informational Resident Meeting on May 10, 2018; and,**

**WHEREAS, the Housing Board has given said Smoke-Free Lease Addendum careful review and consideration, and it is in the best interest of the City to approve said Smoke-Free Lease Addendum.**

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

**Section 1. That the attached Smoke-Free Lease Addendum for the Public Housing Program, be accepted and approved by the Governing Body, acting in its capacity as the Board for the Housing Authority.**

**PASSED AND APPROVED this 5th day of June, 2018.**

\_\_\_\_\_  
**President of the Council/Board**

\_\_\_\_\_  
**Chairman/Mayor**

**Attest:**

\_\_\_\_\_  
**City Clerk**

THE STATE OF WYOMING     )  
COUNTY OF SWEETWATER    ) ss  
CITY OF ROCK SPRINGS     )

I, Carl R. Demshar, Jr., acting as Chairman of the Board for the City of Rock Springs Housing Authority, do hereby proclaim that the foregoing Resolution of the City of Rock Springs, was, on the date thereof, duly and regularly passed and approved by the City Council, acting in its capacity as the City of Rock Springs Housing Board, and by the Mayor, acting in his capacity as the Chairman of the Housing Authority Board, as attested by the 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.

\_\_\_\_\_  
Mayor/Chairman of the Board

THE STATE OF WYOMING     )  
COUNTY OF SWEETWATER    ) ss.  
CITY OF ROCK SPRINGS     )

I, Matthew McBurnett, Director of Administrative Services of the City of Rock Springs, Wyoming, do hereby certify that on the 5nd day of June, 2018 the foregoing Resolution of the City of Rock Springs was proclaimed by the Mayor, acting in his capacity as Chairman of the Board for the City of Rock Springs Housing Authority, 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, acting in its capacity as the City of Rock Springs Housing Authority Board on the 5<sup>nd</sup> day of June 2018 at 7:00 p.m. on said day.

\_\_\_\_\_  
City Clerk



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

## Smoke-free Lease Addendum

Date: \_\_\_\_\_

Tenants Name(s): \_\_\_\_\_

Tenant Address: \_\_\_\_\_

Tenant and all members of Tenant's family or household are parties to a written Lease with Landlord. This Lease Addendum states the following additional terms, conditions, and rules, which are hereby incorporated into the Lease, effective **July 30, 2018**. A breach of this Lease Addendum shall give each party all the rights contained herein, as well as the rights in the Lease.

**1. Purpose and application of Smoke-free Policy.** The parties desire to mitigate (i) the irritation and known adverse health effects of secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the higher costs of fire insurance for a non-smoke-free building. Tenant acknowledges that the smoke-free policy established by this Lease Addendum is applicable as follows: In all properties owned or managed by the Rock Springs Housing Authority.

### 2. Definitions:

"Smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated tobacco or plant product intended for inhalation, including hookahs and marijuana, whether natural or synthetic, in any manner or in any form. "Smoking" also includes the use of an electronic smoking device, which creates an aerosol or vapor, in any manner or in any form.

"Electronic Smoking Device" means any product containing or delivering nicotine or any other substance intended for human consumption that can be used by a person in any manner for the purpose of inhaling vapor or aerosol from the product. The term includes any such device, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-pipe, e-hookah, or vape pen, or under any other product name or descriptor.

**3. Smoke-free Building and Grounds.** Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant's household shall be designated as a smoke-free living environment. Tenant and members of Tenant's household shall not smoke anywhere in the apartment unit rented by Tenant, including any associated balconies, decks, or patios; in the common areas of the building where the Tenant's dwelling is located, including, but not limited to, community rooms, community bathrooms, lobbies, reception areas, hallways, laundry rooms, stairways, and offices, or in any of the common areas or adjoining grounds of such building or other parts of the rental community, including entryways, patios, and yards, nor shall Tenant permit any guests or visitors under the control of Tenant to do so. Smoking is also prohibited in outdoor areas within 25 feet from any entrance or window.

**4. Tenant to Promote Smoke-free Policy and to Alert Landlord of Violations.** Tenant shall inform Tenant's guests of the smoke-free policy. Further, Tenant shall promptly give Landlord a written statement of any incident where tobacco or marijuana smoke, or vapor from an electronic cigarette, is migrating into the Tenant's apartment unit from sources outside the Tenant's unit.

**5. Landlord to Promote Smoke-free Policy.** Landlord shall post no-smoking signs at entrances and exits, common areas, and hallways, and in conspicuous places on the grounds of the apartment building.

**6. Other Tenants are Third-Party Beneficiaries of Tenant's Agreement.** Tenant agrees that the other Tenants in the building are third-party beneficiaries of Tenant's smoke-free Lease Addendum with Landlord. A Tenant may bring legal action against another Tenant related to this smoke-free Lease Addendum, but a Tenant shall not have the right to evict another Tenant. Any legal action between Tenants related to this smoke-free Lease Addendum shall not create a presumption that the Landlord breached the Lease Addendum.

**7. Effect of Breach and Right to Terminate Lease.** A breach of this Lease Addendum shall give each party all the rights contained herein, as well as the rights in the Lease. A material breach of this Lease Addendum shall be considered a material breach of the Lease and grounds for enforcement actions, including eviction, by the Landlord. Tenant acknowledges that a breach of this Lease Addendum shall also render Tenant liable to Landlord for the costs of repair to Tenant's apartment unit due to damage from smoke odors or residue.

**8. Disclaimer by Landlord.** Tenant acknowledges that Landlord's adoption of this smoke-free policy and the efforts to designate Tenant's building as smoke-free do not in any way change the standard of care that the Landlord or managing agent would have to a Tenant household to render buildings and premises designated as smoke-free any safer, more habitable, or improved in terms of air quality standards than any other rental premises. Landlord specifically disclaims any implied or express warranties that the building, common areas, or Tenant's premises will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke or vapor. Tenant acknowledges that Landlord's ability to police, monitor, or enforce the provisions of this Lease Addendum is dependent in significant part on voluntary compliance by Tenant and Tenant's guests. Landlord shall take responsible steps to enforce this smoke-free policy. Landlord is not required to take steps in response to smoking in violation of this agreement unless Landlord knows of the smoking or has been given written notice of the smoking. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Landlord does not assume any higher duty of care to enforce this Lease Addendum than any other landlord obligation under the Lease.

**9. Failure to abide by this Smoke-Free Policy is considered a lease violation with the following consequences:**

- 1<sup>st</sup> Violation will result in a Written Lease Violation – no fine attached
- 2<sup>nd</sup> Violation will result in a Written Lease Violation plus \$25.00 fee
- 3<sup>rd</sup> Violation will result in a Written Lease Violation plus \$25.00 fee
- 4<sup>th</sup> Violation in any 12-month period will result in a 30-day lease termination

LANDLORD:

TENANT(S):

DATE:

\_\_\_\_\_

Head of Household

\_\_\_\_\_

DATE: \_\_\_\_\_

Spouse

\_\_\_\_\_

Other Family Member over Age 18

\_\_\_\_\_

Other Family Member over Age 18

\_\_\_\_\_

AUB  
5/16/18

**HOUSING RESOLUTION NO. 2018-86**

**A RESOLUTION AUTHORIZING CARL R. DEMSHAR JR. MAYOR, ACTING IN HIS CAPACITY AS CHAIRMAN OF THE ROCK SPRINGS HOUSING BOARD TO APPROVE REVISED ADMISSIONS AND CONTINUED OCCUPANCY POLICIES FOR THE ROCK SPRINGS HOUSING AUTHORITY'S PUBLIC HOUSING PROGRAM.**

**WHEREAS, the Rock Springs Housing Authority has promulgated changes to its Admissions and Continued Occupancy Policies to conform to the Department of Housing and Urban Development's Regulations; and,**

**WHEREAS, the Rock Springs Housing Authority held a Public Hearing on June 5, 2018; and,**

**WHEREAS, the Housing Board has given said Admissions and Continued Occupancy Policies careful review and consideration, and it is in the best interest of the City to adopt said policies.**

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

**Section 1. That the attached Admissions and Continued Occupancy Policies for the Public Housing Program, be accepted and approved by the Governing Body, acting in its capacity as the Board for the Housing Authority.**

**PASSED AND APPROVED this 5th day of June, 2018.**

\_\_\_\_\_  
**President of the Council/Board**

\_\_\_\_\_  
**Chairman/Mayor**

**Attest:**

\_\_\_\_\_  
**City Clerk**

THE STATE OF WYOMING     )  
COUNTY OF SWEETWATER    ) ss  
CITY OF ROCK SPRINGS     )

I, Carl R. Demshar, Jr., acting as Chairman of the Board for the City of Rock Springs Housing Authority, do hereby proclaim that the foregoing Resolution of the City of Rock Springs, was, on the date thereof, duly and regularly passed and approved by the City Council, acting in its capacity as the City of Rock Springs Housing Board, and by the Mayor, acting in his capacity as the Chairman of the Housing Authority Board, as attested by the 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.

---

Mayor/Chairman of the Board

THE STATE OF WYOMING     )  
COUNTY OF SWEETWATER    ) ss.  
CITY OF ROCK SPRINGS     )

I, Matthew McBurnett, Director of Administrative Services of the City of Rock Springs, Wyoming, do hereby certify that on the 5th day of June, 2018 the foregoing Resolution of the City of Rock Springs was proclaimed by the Mayor, acting in his capacity as Chairman of the Board for the City of Rock Springs Housing Authority, 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, acting in its capacity as the City of Rock Springs Housing Authority Board on the 5th day of June, 2018 at 7:00 p.m. on said day.

---

City Clerk

## PUBLIC HEARING

The Rock Springs Housing Authority will hold a Public Hearing on June 5, 2018 at 7:00 P.M. at the City Council Chambers, 212 D Street, Rock Springs, Wyoming. The purpose of the hearing is to discuss the proposed changes to the Admissions & Continued Occupancy Policy (ACOP). The Rock Springs Housing Authority has promulgated changes to conform to the Department of Housing and Urban Development regulations. The new policy will be available for inspection by the public at the Rock Springs Housing Authority, 233 C Street between the hours of 8:00 A.M. and 5:00 P.M.

April Thompson/Supervisor  
Rock Springs Housing Authority

Posted 4/17/2018

PUBLISH: April 18, 2018, April 29, 2018, May 11, 2018





## ADMISSIONS AND CONTINUED OCCUPANCY POLICY

(ACOP)

FOR THE

ROCK SPRINGS HOUSING AUTHORITY

~~September 6, 2016~~

March 15, 2005	<del>June 5, 2018</del>
June 20, 2006	
April 25, 2007	
May 6, 2014	
April 7, 2015	
September 6, 2016	

Approved by the ~~P-R~~SHA Board of Commissioners:~~September 6, 2016~~ ~~June 5, 2018~~

Submitted to HUD: ~~June 2018~~

All other ACOP

Copyright 2015~~8~~ by Nan McKay & Associates, Inc.

All rights reserved

Permission to reprint granted only to the Public Housing Authority that has purchased this plan from Nan McKay & Associates, Inc. This document may not be reprinted or distributed to any other person or entity other than the purchasing agency without the express written permission of Nan McKay & Associates, Inc.



## Table of Contents

### Chapter 1

#### OVERVIEW OF THE PROGRAM AND PLAN

INTRODUCTION .....	1-1
--------------------	-----

#### PART I: THE PHA

I.A. OVERVIEW .....	1- <del>1</del> 3
I.B. ORGANIZATION AND STRUCTURE OF THE PHA .....	1-3
I.C. PHA MISSION .....	1-3
I.D. THE PHA'S COMMITMENT TO ETHICS AND SERVICE.....	1-4

#### PART II: THE PUBLIC HOUSING PROGRAM

II.A. OVERVIEW AND HISTORY OF THE PROGRAM.....	1-5
II.B. PUBLIC HOUSING PROGRAM BASICS.....	1-6
II.C. PUBLIC HOUSING PARTNERSHIPS .....	1-6
II.D. APPLICABLE REGULATIONS .....	1-9

#### PART III: THE ADMISSIONS AND CONTINUED OCCUPANCY POLICIES

III.A. OVERVIEW AND PURPOSE OF THE POLICY.....	1-10
III.B. CONTENTS OF THE POLICY .....	1-10
III.C. UPDATING AND REVISING THE POLICY.....	1-11

## Table of Contents

### Chapter 8 LEASING AND INSPECTIONS

INTRODUCTION .....	8-1
--------------------	-----

#### PART I: LEASING

I.A. OVERVIEW .....	8-1
I.B. LEASE ORIENTATION .....	8-2
I.C. EXECUTION OF LEASE .....	8-3
I.D. MODIFICATIONS TO THE LEASE .....	8-4
I.E. SECURITY DEPOSITS .....	8-6
I.F. PAYMENTS UNDER THE LEASE .....	8-7

#### PART II: INSPECTIONS

II.A. OVERVIEW .....	8-11
II.B. TYPES OF INSPECTIONS .....	8-11
II.C. NOTICE AND SCHEDULING OF INSPECTIONS .....	8-13
II.D. INSPECTION RESULTS .....	8-14

#### EXHIBITS

8-1: MODEL SMOKE-FREE POLICY .....	8-16
------------------------------------	------

## Table of Contents

### Chapter 9 REEXAMINATIONS

INTRODUCTION .....	9-1
--------------------	-----

#### PART I: ANNUAL REEXAMINATIONS FOR FAMILIES PAYING INCOME-BASED RENTS

I.A. OVERVIEW .....	9-3
I.B. SCHEDULING ANNUAL REEXAMINATIONS .....	9-3-4
I.C. CONDUCTING ANNUAL REEXAMINATIONS .....	9-5 6
I.D. EFFECTIVE DATES.....	9-7

#### PART II: REEXAMINATIONS FOR FAMILIES PAYING FLAT RENTS

II.A. OVERVIEW .....	9-9
II.B. FULL REEXAMINATION OF FAMILY INCOME AND COMPOSITION.....	9-9
II.C. REEXAMINATION OF FAMILY COMPOSITION ("ANNUAL UPDATE") .....	9-10

#### PART III: INTERIM REEXAMINATIONS

III.A. OVERVIEW .....	9-132
III.B. CHANGES IN FAMILY AND HOUSEHOLD COMPOSITION.....	9-13-2
III.C. CHANGES AFFECTING INCOME OR EXPENSES.....	9-15-4
III.D. PROCESSING THE INTERIM REEXAMINATION .....	9-17 6

#### PART IV: RECALCULATING TENANT RENT

IV.A. OVERVIEW .....	9-19 7
IV.B. CHANGES IN UTILITY ALLOWANCES .....	9-19 7
IV.C. NOTIFICATION OF NEW TENANT RENT.....	9-19 7
IV.D. DISCREPANCIES.....	9-20-17



## Table of Contents

### Chapter 10 PETS

INTRODUCTION .....	10-1
--------------------	------

#### PART I: SERVICE ANIMALS AND ASSISTANCE ANIMALS

I.A. OVERVIEW .....	10-2-3
I.B. APPROVAL OF ASSISTANCE ANIMALS.....	10-4
I.C. CARE AND HANDLING .....	10-5

#### PART II: PET POLICIES FOR ALL DEVELOPMENTS

II.A. OVERVIEW .....	10-7 6
II.B. MANAGEMENT APPROVAL OF PETS .....	10-7 6
II.C. STANDARDS FOR PETS .....	10-9 8
II.D. PET RULES.....	10-140

#### PART IV: PET DEPOSITS AND FEES

III.A. OVERVIEW .....	10-16 4
III.B. PET DEPOSITS.....	10-16 4
III.C. OTHER CHARGES.....	10-17-5

## Table of Contents

### Chapter 11 COMMUNITY SERVICE

INTRODUCTION .....	11-1
--------------------	------

#### PART I: COMMUNITY SERVICE REQUIREMENT

I.A. OVERVIEW .....	11-1
I.B. REQUIREMENTS.....	11-2
I.C. DETERMINATION OF EXEMPTION STATUS AND COMPLIANCE .....	11-7
I.D. DOCUMENTATION AND VERIFICATION .....	11-9 10
I.E. NONCOMPLIANCE.....	11-10 2

#### PART II: IMPLEMENTATION OF COMMUNITY SERVICE

II.A. OVERVIEW .....	11-13 4
----------------------	---------

#### EXHIBITS

11-1: COMMUNITY SERVICE AND SELF-SUFFICIENCY POLICY .....	11-15-6
11-2: DEFINITION OF A PERSON WITH A DISABILITY UNDER SOCIAL SECURITY ACTS 216(i)(I) and Section 1416(excerpt) FOR PURPOSES OF EXEMPTION FROM COMMUNITY SERVICE .....	11-24 2
11-3: PHA DETERMINATION OF EXEMPTION FOR COMMUNITY SERVICE.....	11-23
11-4: CSSR WORK-OUT AGREEMENT.....	11-24

## Table of Contents

### Chapter 12 TRANSFER POLICY

INTRODUCTION .....	12-1
--------------------	------

#### PART I: EMERGENCY TRANSFERS

I.A. OVERVIEW .....	12-1
I.B. EMERGENCY TRANSFERS .....	12-2 3
I.C. EMERGENCY TRANSFER PROCEDURES .....	12-2 4
I.D. COSTS OF TRANSFER.....	12-2 4

#### PART II: PHA REQUIRED TRANSFERS

II.A. OVERVIEW .....	12-3-5
II.B. TYPES OF PHA REQUIRED TRANSFERS .....	12-3 5
II.C. ADVERSE ACTION .....	12-6 7
II.D. COST OF TRANSFER.....	12-6-7

#### PART III: TRANSFERS REQUESTED BY TENANTS

III.A. OVERVIEW .....	12-78
III.B. TYPES OF RESIDENT REQUESTED TRANSFERS .....	12-7 8
III.C. ELIGIBILITY FOR TRANSFER.....	12-8-9
III.D. SECURITY DEPOSITS .....	12-9
III.E. COST OF TRANSFER.....	12-9
III.F. HANDLING OF REQUESTS .....	12-10

#### PART IV: TRANSFER PROCESSING

IV.A. OVERVIEW .....	12-11
IV.B. TRANSFER LIST .....	12-11
IV.C. TRANSFER OFFER POLICY .....	12-12
IV.D. GOOD CAUSE FOR UNIT REFUSAL.....	12-12
IV.E. DECONCENTRATION .....	12-13
IV.F. REEXAMINATION POLICIES FOR TRANSFERS .....	12-13



## Table of Contents

### Chapter 14 GRIEVANCES AND APPEALS

INTRODUCTION .....	14-1
<b>PART I: INFORMAL HEARINGS FOR PUBLIC HOUSING APPLICANTS</b>	
I.A. OVERVIEW .....	14-1
I.B. INFORMAL HEARING PROCESS .....	14-2
<b>PART II: INFORMAL HEARINGS WITH REGARD TO NONCITIZENS</b>	
II.A. HEARING AND APPEAL PROVISIONS FOR NONCITIZENS .....	14-5 4
<b>PART III: GRIEVANCE PROCEDURES FOR PUBLIC HOUSING RESIDENTS</b>	
III.A. REQUIREMENTS .....	14-9
III.B. DEFINITIONS .....	14-10
III.C. APPLICABILITY .....	14-11
III.D. INFORMAL SETTLEMENT OF GRIEVANCE .....	14-12
III.E. PROCEDURES TO OBTAIN A HEARING .....	14-13
III.F. SELECTION OF HEARING OFFICER/PANEL .....	14-15
III.G. PROCEDURES GOVERNING THE HEARING .....	14-16
III.H. DECISION OF THE HEARING OFFICER/PANEL .....	14-20 18

### Chapter 15 PROGRAM INTEGRITY

INTRODUCTION .....	15-1
<b>PART I: PREVENTING, DETECTING, AND INVESTIGATING ERRORS AND PROGRAM ABUSE</b>	
I.A. PREVENTING ERRORS AND PROGRAM ABUSE .....	15-3
I.B. DETECTING ERRORS AND PROGRAM ABUSE .....	15-4
I.C. INVESTIGATING ERRORS AND PROGRAM ABUSE .....	15-5
<b>PART II: CORRECTIVE MEASURES AND PENALTIES</b>	
II.A. UNDER- OR OVERPAYMENT .....	15-7
II.B. FAMILY-CAUSED ERRORS AND PROGRAM ABUSE .....	15-8
II.C. PHA-CAUSED ERRORS OR PROGRAM ABUSE .....	15-10
II.D. CRIMINAL PROSECUTION .....	15-11
II.E. FRAUD AND PROGRAM ABUSE RECOVERIES .....	15-12 1



## Table of Contents

### Chapter 16 PROGRAM ADMINISTRATION

INTRODUCTION .....	16-1
--------------------	------

#### PART I: SETTING UTILITY ALLOWANCES

I.A. OVERVIEW .....	16-3
I.B. UTILITY ALLOWANCES .....	16-3
I.C. SURCHARGES FOR PHA-FURNISHED UTILITIES.....	16-5
I.D. NOTICE REQUIREMENTS .....	16-5
I.E. REASONABLE ACCOMMODATION.....	16-6

#### PART II: ESTABLISHING FLAT RENTS AND PUBLIC HOUSING MAXIMUM RENTS

II.A. OVERVIEW .....	16-7
II.B. FLAT RENTS .....	16-7
II.C. PUBLIC HOUSING MAXIMUM RENTS.....	16-9

#### PART III: FAMILY DEBTS TO THE PHA

III.A. OVERVIEW .....	16-11 9
III.B. REPAYMENT POLICY.....	16-12 0

#### PART IV: PUBLIC HOUSING ASSESSMENT SYSTEM (PHAS)

IV.A. OVERVIEW .....	16-15 2
IV.B. PHAS INDICATORS .....	16-15 2
IV.C. PHAS SCORING.....	16-17 4

#### PART V: RECORD KEEPING

V.A. OVERVIEW .....	16-19 5
V.B. RECORD RETENTION.....	16-19 5
V.C. RECORDS MANAGEMENT .....	16-20 16

#### PART VI: REPORTING REQUIREMENTS FOR CHILDREN WITH ENVIRONMENTAL INTERVENTION BLOOD LEAD LEVEL

VIA. REPORTING REQUIREMENTS .....	16-23 18
-----------------------------------	----------

## Table of Contents

### PART VII: VIOLENCE AGAINST WOMEN ACT (VAWA): NOTIFICATION, DOCUMENTATION, AND CONFIDENTIALITY

VII.A. OVERVIEW .....	16-25	19
VII.B. DEFINITIONS.....	16-25	19
VII.C. NOTIFICATION .....	16-26	2
VII.D. DOCUMENTATION .....	16-28	3
VII.E. CONFIDENTIALITY.....	16-30	25

### EXHIBITS

16-1: SAMPLE NOTICE TO PUBLIC HOUSING APPLICANTS AND RESIDENTS REGARDING THE VIOLENCE AGAINST WOMEN ACT (VAWA) .....	16-31	26
---	-------	----

### Glossary

## PART II: BASIC ELIGIBILITY CRITERIA

### 3-II.A. INCOME ELIGIBILITY AND TARGETING

#### Income Limits

HUD is required by law to establish income limits that determine the income eligibility of applicants for HUD's assisted housing programs, including the public housing program. The income limits are published annually and are based on HUD estimates of the median incomes for families of different sizes in a particular area or county.

#### Types of Low-Income Families [24 CFR 5.603(b)]

*Low-income family.* A family whose annual income does not exceed 80 percent of the median income for the area, adjusted for family size.

*Very low-income family.* A family whose annual income does not exceed 50 percent of the median income for the area, adjusted for family size.

*Extremely low-income family.* A family whose annual income does not exceed the federal poverty level or 30 percent of the median income for the area, whichever number is higher.

Area median income is determined by HUD, with adjustments for smaller and larger families. HUD may establish income ceilings higher or lower than 30, 50, or 80 percent of the median income for an area if HUD finds that such variations are necessary because of unusually high or low family incomes.

#### Using Income Limits for Eligibility [24 CFR 960.201]

Income limits are used for eligibility only at admission. Eligibility is established by comparing a family's annual income with HUD's published income limits. To be income eligible, ~~the annual income of an applicant must be within the low-income limit.~~ a family must be a *low-income family*.

## PART III: DENIAL OF ADMISSION

### 3-III.A. OVERVIEW

A family that does not meet the eligibility criteria discussed in Parts I and II must be denied admission.

In addition, HUD requires or permits the PHA to deny admission based on certain types of current or past behaviors of family members as discussed in this part. The PHA's authority in this area is limited by the Violence against Women Act of 2013 (VAWA), which expressly prohibits the denial of admission to an otherwise qualified applicant on the basis **or as a direct result of the fact** that the applicant is or has been the victim of domestic violence, dating violence, sexual assault, or stalking [24 CFR 5.2005(b)].

This part covers the following topics:

- Required denial of admission
- Other permitted reasons for denial of admission
- Screening
- Criteria for deciding to deny admission
- Prohibition against denial of admission to victims of domestic violence, dating violence, sexual assault, or stalking
- Notice of eligibility or denial



### 3-III.D. SCREENING

#### Screening for Eligibility

PHAs are authorized to obtain criminal conviction records from law enforcement agencies to screen applicants for admission to the public housing program. This authority assists the PHA in complying with HUD requirements and PHA policies to deny assistance to applicants who are engaging in or have engaged in certain criminal activities. In order to obtain access to the records the PHA must require every applicant family to submit a consent form signed by each adult household member [24 CFR 5.903].

The PHA may not pass along to the applicant the costs of a criminal records check [24 CFR 960.204(d)].

#### RSHA Policy

The RSHA will perform criminal background checks through local law enforcement for all adult household members.

If the results of the criminal background check indicate there may have been past criminal activity, ~~but the results are inconclusive~~, the RSHA will ~~request a fingerprint card~~ **conduct further screening** and will request information from the National Crime Information Center (NCIC).

PHAs are required to perform criminal background checks necessary to determine whether any household member is subject to a lifetime registration requirement under a state sex offender program in the state where the housing is located, as well as in any other state where a household member is known to have resided [24 CFR 960.204(a)(4)].

#### RSHA Policy

The RSHA will use the Dru Sjodin National Sex Offender database to screen applicants for admission.

Additionally, PHAs must ask whether the applicant, or any member of the applicant's household, is subject to a lifetime registered sex offender registration requirement in any state [Notice PIH 2012-28].

If the RSHA proposes to deny admission based on a criminal record or on lifetime sex offender registration information, the RSHA must notify the household of the proposed action and must provide the subject of the record and the applicant a copy of the record and an opportunity to dispute the accuracy and relevance of the information prior to a denial of admission [24 CFR 5.903(f) and 5.905(d)].

### 3-III.F. PROHIBITION AGAINST DENIAL OF ASSISTANCE TO VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING

The Violence against Women Act of 2013 (VAWA) and the HUD regulation at 24 CFR 5.2005(b) prohibit PHAs from denying admission to an otherwise qualified applicant on the basis **or as a direct result of the fact** that the applicant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking.

Definitions of key terms used in VAWA are provided in section 16-VII of this ACOP, where general VAWA requirements and policies pertaining to notification, documentation, and confidentiality are also located.

#### Notification

VAWA 2013 expanded notification requirements to include the obligation for PHAs to provide applicants who are denied assistance with a notice of VAWA **Notice of Occupancy Rights (form HUD-5380)** rights and the **a domestic violence certification form HUD-50066 5382** at the time the applicant is denied.

#### RSHA Policy

The RSHA acknowledges that a victim of domestic violence, dating violence, sexual assault, or stalking may have an unfavorable history (e.g., a poor credit history, **poor rental history**, a record of previous damage to an apartment, a prior arrest record) **due to adverse factors** that would warrant denial under the RSHA's policies. ~~Therefore, if the RSHA makes a determination to deny admission to an applicant family,~~

**While the RSHA is not required to identify whether adverse factors that resulted in the applicant's denial are a result of domestic violence, dating violence, sexual assault, or stalking, the applicant may inform the RSHA that their status as a victim is directly related to the grounds for the denial. The RSHA will request the applicant provide enough information to the RSHA to allow the RSHA to make an objectively reasonable determination, based on all circumstances, whether the adverse factor is a direct result of their status as a victim.**

The RSHA will include in its notice of denial information about the protection against denial provided by VAWA in accordance with section 16-VII.C of this ACOP, a notice of VAWA rights and a copy of the form HUD-50066 **5382**. The ~~RSHEA~~ will request in writing that an applicant wishing to claim this protection notify the ~~RSHEA~~ within ~~10~~ **14** business days.

#### Documentation

##### *Victim Documentation [24 CFR 5.2007]*

#### RSHA Policy

If an applicant claims the protection against denial of admission that VAWA provides to victims of domestic violence, dating violence, sexual assault, or stalking, the RSHA will request in writing that the applicant provide documentation supporting the claim in accordance with section 16-VII.D of this ACOP.



#### 4-III.B. SELECTION METHOD

PHAs must describe the method for selecting applicant families from the waiting list, including the system of admission preferences that the PHA will use.

##### **Local Preferences [24 CFR 960.206]**

PHAs are permitted to establish local preferences and to give priority to serving families that meet those criteria. HUD specifically authorizes and places restrictions on certain types of local preferences. HUD also permits the PHA to establish other local preferences, at its discretion. Any local preferences established must be consistent with the PHA plan and the consolidated plan, and must be based on local housing needs and priorities that can be documented by generally accepted data sources [24 CFR 960.206(a)].

##### RSHA Policy

The RSHA will use the following local preference(s):

**Working Preference: (2 points)** In order to bring higher income families into public housing, the PHA will establish a preference for “working” families, where the head, spouse, cohead, or sole member is employed at least 25 hours per week. As required by HUD, families where the head and spouse, or sole member is a person age 62 or older, or is a person with disabilities, will also be given the benefit of the working preference [24 CFR 960.206(b)(2)].

**Residency Preference: (1 point)** For families who live, work, or have been hired to work in the jurisdiction. In order to verify that an applicant is a resident, the PHA will require a minimum of [2] of the following documents: rent receipts, leases, utility bills, employer or agency records, school records, drivers licenses, voters registration records, credit reports, statement from household with whom the family is residing.

For families who have been hired to work in the jurisdiction of the PHA, a statement from the employer will be required.

**Victims of Domestic Violence: (1 point)** The PHA will offer a preference to families that include victims of domestic violence. ~~To qualify for this preference:~~

~~The RSHA will offer a preference to families that include victims of domestic violence, dating violence, sexual assault, or stalking who has either been referred by a service agency or consortia or who is seeking an emergency transfer under VAWA from the RSHA’s housing choice voucher program or other covered housing program operated by the RSHA.~~

~~Actual or threatened physical violence directed against the applicant or the applicant’s family by a spouse or other household member who lives in the unit with the family must have occurred within the past [15] or be of a continuing nature.~~

~~The family must have been displaced as a result of fleeing violence in the home or they are currently living in a situation where they are being subjected to or victimized by violence in the home.~~

The applicant must certify that the abuser will not reside with the applicant unless the RSHA gives prior written approval

Step 4. The PHA with covered developments having average incomes outside the EIR must then determine whether or not these developments are consistent with its local goals and annual plan.

Step 5. Where the income profile for a covered development is not explained or justified in the annual plan submission, the PHA must include in its admission policy its specific policy to provide for deconcentration of poverty and income mixing.

Depending on local circumstances the PHA's deconcentration policy may include, but is not limited to the following:

- Providing incentives to encourage families to accept units in developments where their income level is needed, including rent incentives, affirmative marketing plans, or added amenities
- Targeting investment and capital improvements toward developments with an average income below the EIR to encourage families with incomes above the EIR to accept units in those developments
- Establishing a preference for admission of working families in developments below the EIR
- Skipping a family on the waiting list to reach another family in an effort to further the goals of deconcentration
- Providing other strategies permitted by statute and determined by the PHA in consultation with the residents and the community through the annual plan process to be responsive to local needs and PHA strategic objectives

A family has the sole discretion whether to accept an offer of a unit made under the PHA's deconcentration policy. The PHA must not take any adverse action toward any eligible family for choosing not to accept an offer of a unit under the PHA's deconcentration policy [24 CFR 903.2(c)(4)].

If, at annual review, the average incomes at all general occupancy developments are within the EIR, the PHA will be considered to be in compliance with the deconcentration requirement and no further action is required.

#### RSHA Policy

It is the RSHA's policy to provide for deconcentration of poverty and encourage income mixing by actively and affirmatively marketing housing to all eligible income groups in Rock Springs.

Prior to the beginning of each fiscal year, the RSHA will analyze the income levels of the persons residing in the development, the income levels of the community where the development is located, and the income levels of the persons on the waiting list. Based on this analysis, the level of marketing strategies needed to encourage the widest range of eligible income level persons to apply for housing will be determined, if necessary.

The ~~Englewood~~ **Rock Springs** Housing Authority has a long-standing commitment to affirmatively further fair housing and to administer all programs in compliance with all applicable civil rights requirements and will continue in that tradition.



#### 4-III.E. FINAL ELIGIBILITY DETERMINATION [24 CFR 960.208]

The PHA must verify all information provided by the family (see Chapter 7). Based on verified information related to the eligibility requirements, including PHA suitability standards, the PHA must make a final determination of eligibility (see Chapter 3).

When a determination is made that a family is eligible and satisfies all requirements for admission, including tenant selection criteria, the applicant must be notified of the approximate date of occupancy insofar as that date can be reasonably determined [24 CFR 960.208(b)].

##### RSA Policy

The RSA will notify a family in writing of their eligibility within 10 business days of the determination and will provide the approximate date of occupancy insofar as that date can be reasonably determined. If a date cannot be determined the family will be notified that they are active and on the waiting list.

The RSA will expedite the administrative process for determining eligibility to the extent possible for applicants who are admitted to the public housing program as a result of an emergency transfer from another PHA program.

The PHA must promptly notify any family determined to be ineligible for admission of the basis for such determination, and must provide the applicant upon request, within a reasonable time after the determination is made, with an opportunity for an informal hearing on such determination [24 CFR 960.208(a)].

##### RSA Policy

If the PHA determines that the family is ineligible, the PHA will send written notification of the ineligibility determination within 10 business days of the determination. The notice will specify the reasons for ineligibility, and will inform the family of its right to request an informal hearing (see Chapter 14).

If the PHA uses a criminal record or sex offender registration information obtained under 24 CFR 5, Subpart J, as the basis of a denial, a copy of the record must precede the notice to deny, with an opportunity for the applicant to dispute the accuracy and relevance of the information before the PHA can move to deny the application. See Section 3-III.G for the PHA's policy regarding such circumstances.

~~Upon making an eligibility determination,~~ The PHA must provide the family a notice of VAWA rights (form HUD-5380) as well as the HUD VAWA self-certification form (form HUD-50066 5382) in accordance with the Violence against Women Act of 2013, and as outlined in 16-VII.C- , at the time the applicant is provided assistance or at the time the applicant is denied assistance. ~~The notice and self-certification form must accompany the written notification of eligibility determination.~~ This notice must be provided in both of the following instances: (1) when a family actually begins receiving assistance, lease execution, is notified of its eligibility; or (2) when a family is notified of its ineligibility.

## 5-I.B. DETERMINING UNIT SIZE

In selecting a family to occupy a particular unit, the PHA may match characteristics of the family with the type of unit available, for example, number of bedrooms [24 CFR 960.206(c)].

HUD does not specify the number of persons who may live in public housing units of various sizes. PHAs are permitted to develop appropriate occupancy standards as long as the standards do not have the effect of discriminating against families with children [PH Occ GB, p. 62].

Although the PHA does determine the size of unit the family qualifies for under the occupancy standards, the PHA does not determine who shares a bedroom/sleeping room.

The PHA's occupancy standards for determining unit size must be applied in a manner consistent with fair housing requirements.

### RSHA Policy

The RSHA will use the same occupancy standards for each of its developments.

The RSHA's occupancy standards are as follows:

The RSHA will assign one bedroom for each two persons within the household, except in the following circumstances:

~~Persons of the opposite sex (other than spouses, and children under age 5) will not be required to share a bedroom.~~

Children of separate genders regardless of age (i.e., from birth) will be allocated separate bedrooms.

Children related to a household member by birth, adoption, or court awarded custody will be considered when determining unit size.

Children away at school, but for whom the unit is considered the primary residence, and children temporarily placed outside the home, will be considered when determining unit size.

Children in the process of being adopted will be considered when determining unit size.

Children who will live in the unit less than 50 percent of the time will not be considered when determining unit size.

Persons of different generations will not be required to share a bedroom.

Unrelated adults of the same gender will be allocated separate bedrooms.

Live-in aides will be allocated a separate bedroom. No additional bedrooms will be provided for the live-in aide's family.

Foster children will be ~~included~~ considered when in determining unit size. The family may add foster children to the household as long as it does not overcrowd the unit based on the RSHA's occupancy standards.



## **7-I.B. OVERVIEW OF VERIFICATION REQUIREMENTS**

### **HUD's Verification Hierarchy [Notice PIH 2010-19]**

HUD mandates the use of the EIV system and offers administrative guidance on the use of other methods to verify family information and specifies the circumstances in which each method will be used. In general, HUD requires the PHA to use the most reliable form of verification that is available and to document the reasons when the PHA uses a lesser form of verification.

- In order of priority, the forms of verification that the PHA will use are:
- Up-front Income Verification (UIV) using HUD's Enterprise Income Verification (EIV) system
- Up-front Income Verification (UIV) using a non-HUD system
- Written Third Party Verification (may be provided by applicant or resident)
- Written Third-party Verification Form
- Oral Third-party Verification
- Self-Certification

Each of the verification methods is discussed in subsequent sections below.

### **Requirements for Acceptable Documents**

#### RSHA Policy

Any documents used for verification must be the original (not photocopies) and generally must be dated within 60 days ~~of the date they are provided to the PHA~~ request. The documents must not be damaged, altered or in any way illegible.

Print-outs from web pages are considered original documents.

The RSHA staff member who views the original document must make a photocopy, annotate the copy with the name of the person who provided the document and the date the original was viewed, and sign the copy.

Any family self-certifications must be made in a format acceptable to the RSHA and must be signed in the presence of a RSHA representative or notary public.

## **7-I.C. UP-FRONT INCOME VERIFICATION (UIV)**

Up-front income verification (UIV) refers to the PHA's use of the verification tools available from independent sources that maintain computerized information about earnings and benefits. UIV will be used to the extent that these systems are available to the PHA.

There may be legitimate differences between the information provided by the family and UIV-generated information. If the family disputes the accuracy of UIV data, no adverse action can be taken until the PHA has independently verified the UIV information and the family has been granted the opportunity to contest any adverse findings through the PHA's informal review/hearing processes. (For more on UIV and income projection, see section 6-I.C.)

### **Upfront Income Verification Using HUD's Enterprise Income Verification (EIV) System (Mandatory)**

PHAs must use HUD's EIV system in its entirety as a third-party source to verify tenant employment and income information during mandatory reexaminations or recertifications of family composition and income in accordance with 24 CFR 5.236 and administrative guidance issued by HUD. HUD's EIV system contains data showing earned income, unemployment benefits, social security benefits, and SSI benefits for participant families. The following policies apply to the use of HUD's EIV system.

#### ***EIV Income Reports***

The data shown on income reports is updated quarterly. Data may be between three and six months old at the time reports are generated.

##### **RSHA Policy**

The RSHA will obtain income reports for annual reexaminations on a monthly basis. Reports will be generated as part of the regular reexamination process.

Income reports will be compared to family-provided information as part of the annual reexamination process. Income reports may be used in the calculation of annual income, as described in Chapter 6.I.C. Income reports may also be used to meet the regulatory requirement for third party verification, as described above. Policies for resolving discrepancies between income reports and family-provided information will be resolved as described in Chapter 6.I.C. and in this chapter.

Income reports will be used in interim reexaminations to identify any discrepancies between reported income and income shown in the EIV system, and as necessary to verify ~~and calculate~~ earned income, **and to verify and calculate** unemployment benefits, Social Security and/or SSI benefits. EIV will also be used to verify that families claiming zero income are not receiving income from any of these sources.

Income reports will be retained in resident files with the applicable annual or interim reexamination documents.

When the RSHA determines through income reports and third-party verification that a family has concealed or under-reported income, corrective action will be taken pursuant to the policies in Chapter 15, Program Integrity.



## **Eligible Immigrants**

### ***Documents Required***

All family members claiming eligible immigration status must declare their status in the same manner as U.S. citizens and nationals.

The documentation required for eligible noncitizens varies depending upon factors such as the date the person entered the U.S., the conditions under which eligible immigration status has been granted, age, and the date on which the family began receiving HUD-funded assistance. Exhibit 7-1 at the end of this chapter summarizes documents family members must provide.

### ***PHA Verification*** [HCV GB, pp 5-3 and 5-7]

For family members age 62 or older who claim to be eligible immigrants, proof of age is required in the manner described in 7-II.C. of this ACOP. No further verification of eligible immigration status is required.

For family members under the age of 62 who claim to be eligible immigrants, the PHA must verify immigration status with the U.S. Citizenship and Immigration Services (USCIS).

The PHA will follow all USCIS protocols for verification of eligible immigration status.

## **7-II.H. VERIFICATION OF PREFERENCE STATUS**

The PHA must verify any preferences claimed by an applicant that determined his or her placement on the waiting list.

### **RSHA Policy**

The RSHA offers a preference for working families, described in Section 4-III.B.

The RSHA may verify that the family qualifies for the working family preference based on the family's submission of the working member's most recent paycheck stub indicating that the working member works at least 25 hours per week. The paycheck stub must have been issued to the working member within the last thirty days.

The RSHA may also seek third party verification from the employer of the head, spouse, cohead or sole member of a family requesting a preference as a working family.

The RSHA also offers a preference for victims of domestic violence, dating violence, sexual assault, or stalking as described in Section 4-IIIB. To verify that applicants qualify for the preference, the PHA will follow documentation requirements outlined in Section 16-VII D.

#### 7-IV.B. MEDICAL EXPENSE DEDUCTION

Policies related to medical expenses are found in 6-II.D. The amount of the deduction will be verified following the standard verification procedures described in Part I.

##### Amount of Expense

###### RSHA Policy

Medical expenses will be verified through:

Written third-party documents provided by the family, such as pharmacy printouts or receipts.

The RSHA will make a best effort to determine what expenses from the past are likely to continue to occur in the future. The ~~PRSHAA~~ will also accept evidence of monthly payments or total payments that will be due for medical expenses during the upcoming 12 months.

Written third-party verification forms, if the family is unable to provide acceptable documentation.

If third-party or document review is not possible, written family certification as to costs anticipated to be incurred during the upcoming 12 months.

In addition, the ~~PRSHAA~~ must verify that:

- The household is eligible for the deduction.
- The costs to be deducted are qualified medical expenses.
- The expenses are not paid for or reimbursed by any other source.
- Costs incurred in past years are counted only once.

## Chapter 8

### LEASING AND INSPECTIONS

[24 CFR 5, Subpart G; 24 CFR 966, Subpart A]

#### INTRODUCTION

Public housing leases are the contractual basis of the legal relationship between the PHA and the tenant. All units must be occupied pursuant to a dwelling lease agreement that complies with HUD regulations.

HUD regulations require the PHA to inspect each dwelling unit prior to move-in, at move-out, and annually during the period of occupancy. In addition, the PHA may conduct additional inspections in accordance with PHA policy.

This chapter is divided into two parts as follows:

Part I: Leasing. This part describes pre-leasing activities and the PHA's policies pertaining to lease execution, lease modification, and payments under the lease.

Part II: Inspections. This part describes the PHA's policies for inspecting dwelling units.

#### PART I: LEASING

##### 8-I.A. OVERVIEW

An eligible family may occupy a public housing dwelling unit under the terms of a lease. The lease must meet all regulatory requirements, and must also comply with applicable state and local laws and codes.

The term of the lease must be for a period of 12 months. The lease must be renewed automatically for another 12-month term, except that the PHA may not renew the lease if the family has violated the community service requirement [24 CFR 966.4(a)(2)].

PHA's must adopt smoke-free policies, which must be implemented no later than July 30, 2018. The policy is attached as Exhibit 8-1.

Part I of this chapter contains regulatory information on leasing, where applicable, as well as the PHA's leasing policies.



## 8-I.B. LEASE ORIENTATION

### RSHA Policy

After unit acceptance but prior to occupancy, a RSHA representative will conduct a lease orientation with the family. The head of household or spouse is required to attend.

### **Orientation Agenda**

#### RSHA Policy

When families attend the lease orientation, they will be provided with:

- A copy of the lease

- A copy of the RSHA's grievance procedure

- ~~A copy of the house rules~~

- A copy of the RSHA's schedule of maintenance charges

- A copy of "Is Fraud Worth It?" (form HUD-1141-OIG), which explains the types of actions a family must avoid and the penalties for program abuse

- A copy of "What You Should Know about EIV," a guide to the Enterprise Income Verification (EIV) System published as an attachment to Notice PIH 2010-19

- A copy of form HUD-5380, VAWA Notice of Occupancy Rights

- A copy of form HUD-5382, Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

- A copy of the RSHA's smoke free policy

- ~~Information about the protections afforded by the Violence against Women Reauthorization Act of 2013 (VAWA) to victims of domestic violence, dating violence, sexual assault, and stalking (see section 16-VII.C)~~

Topics to be discussed and explained to all families include:

- Applicable deposits and all other charges

- Review and explanation of lease provisions

- Unit maintenance requests and work orders

- The RSHA's interim reporting requirements

- Review and explanation of occupancy forms

- Community service requirements

- Family choice of rent

- VAWA protections

- Smoke-free policies



### **Excess Utility Charges**

If the PHA charges the tenant for consumption of excess utilities, the lease must state the basis for the determination of such charges. The imposition of charges for consumption of excess utilities is permissible only if the charges are determined by an individual check meter servicing the leased unit or result from the use of major tenant-supplied appliances [24 CFR 966.4(b)(2)].

Schedules of special charges for utilities that are required to be incorporated in the lease by reference must be publicly posted in a conspicuous manner in the development office and must be furnished to applicants and tenants on request [24 CFR 966.5].

The lease must provide that charges for excess utility consumption are not due and collectible until two weeks after the PHA gives written notice of the charges. The written notice is considered an adverse action, and must meet the requirements governing a notice of adverse action [24 CFR 966.4(b)(4)].

The notice of proposed adverse action must identify the specific grounds for the action and inform the family of their right to a hearing under the PHA grievance procedures. The PHA must not take the proposed action until the time for the tenant to request a grievance hearing has expired, or (if a hearing was requested within the required timeframe,) the grievance process has been completed [24 CFR 966.4(e)(8)].

#### RSHA Policy

When applicable, families will be charged for excess utility usage. Notices of excess utility charges will be mailed monthly and will be in accordance with requirements regarding notices of adverse actions. Charges are due and payable 14 calendar days after billing. If the family requests a grievance hearing within the required timeframe, the RSHA may not take action for nonpayment of the charges until the conclusion of the grievance process.

Nonpayment of excess utility charges is a violation of the lease and is grounds for eviction.

The RSHA may grant requests for relief from surcharges from excess utility consumption of RSHA-furnished utilities as a reasonable accommodation where the RSHA deems an exception is appropriate to meet the needs of elderly, ill, or disabled residents. In determining whether to grant this request, the RSHA will consider special factors affecting utility usage that are not within the control of the resident such as the need for medical equipment. Residents may request relief in accordance with Section 2-II.C. of the ACOP. The RSHA will process such requests in accordance with Section 2-II.E. of this ACOP.

## **EXHIBIT 8-1: RSHA SMOKE-FREE POLICY**

In accordance with HUD regulations, the Rock Springs Housing Authority has adopted these smoke-free policies. The policies are effective as of July 30, 2018.

Due to the increased risk of fire, increased maintenance costs, and the known health effects of secondhand smoke, smoking is prohibited in all living units and interior areas, including but not limited to hallways, rental and administrative offices, community centers, laundry centers, and similar structures. Smoking is also prohibited in outdoor areas within 25 feet from public housing and administrative office buildings.

This policy applies to all employees, residents, household members, guests, and service persons. Residents are responsible for ensuring that household members and guests comply with this rule.

The term "smoking" means any inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, pipe, or other prohibited tobacco product in any manner or any form. Prohibited tobacco products include water pipes or hookahs.

Violation of the smoke-free policy constitutes a violation of the terms of the public housing lease. Consequences of lease violations include termination of tenancy.

### **PHA POLICIES**

#### **Designated Smoking Areas (DSA)**

Residents using a designated smoking area must extinguish all smoking materials and dispose of them safely in receptacles provided for that purpose.

#### **Electronic Nicotine Delivery Systems (ENDS)**

Electronic nicotine delivery systems (ENDS) include e-cigarettes, nicotine inhalers, and vaping devices.

Use of ENDS is not permitted in public housing units, common areas, or in outdoor areas within 25 feet from housing and administrative buildings.

#### **Effective Date**

The PHA's effective date(s) of this smoke-free policy is/are as follows:

The smoke-free policy will be effective for all residents, household members, employees, guests, and service persons on JULY 30, 2018.



## Enforcement

The RSHA must enforce smoke-free policies when a resident violates this policy. When enforcing the lease, the RSHA will provide due process and allow residents to exercise their right to an informal settlement and formal hearing. The RSHA will not evict a resident for a single incident of smoking in violation of this policy. As such, the RSHA will implement a graduated enforcement framework that includes escalating warnings. Prior to pursuing eviction for violation of smoke-free policies, the RSHA will take specific, progressive monitoring and enforcement actions, while at the same time educating tenants and providing smoking cessation information. The lease will identify the actions that constitute a policy violation, quantify the number of documented, verified violations that warrant enforcement action, state any disciplinary actions that will be taken for persistent non-responsiveness or repeated noncompliance, and state how many instances of noncompliance will constitute a violation. Tenancy termination and eviction will be pursued only as a last resort. The RSHA may terminate tenancy at any time for violations of the lease and failure to otherwise fulfill household obligations if resident behavior disturbs other residents' peaceful enjoyment and is not conducive to maintaining the property in a decent, safe, and sanitary condition.

Failure to abide by this Smoke-Free Policy is considered a lease violation with the following consequences:

- 1<sup>st</sup> Violation will result in a Written Lease Violation – no fine attached
- 2<sup>nd</sup> Violation will result in a Written Lease Violation plus \$25.00 fee
- 3<sup>rd</sup> Violation will result in a Written Lease Violation plus \$25.00 fee
- 4<sup>th</sup> Violation in any 12 month period will result in a 30 day lease termination

Also, at move out, a cleanup fee of \$300.00 may be added to help cover the costs of the removal of smoke residue from your unit.

## 12-I.B. EMERGENCY TRANSFERS

If the dwelling unit is damaged to the extent that conditions are created which are hazardous to life, health, or safety of the occupants, the PHA must offer standard alternative accommodations, if available, where necessary repairs cannot be made within a reasonable time [24 CFR 966.4(h)].

The VAWA 2013 final rule requires the PHA to adopt an emergency transfer plan for victims of domestic violence, dating violence, sexual assault, or stalking.

### RSHA Policy

The following is **are** considered an emergency circumstances warranting an immediate transfer of the tenant or family:

Maintenance conditions in the resident's unit, building or at the site that pose an immediate, verifiable threat to the life, health or safety of the resident or family members that cannot be repaired or abated within 24 hours. Examples of such unit or building conditions would include: a gas leak; no heat in the building during the winter; no water; toxic contamination; and serious water leaks.

A verified incident of domestic violence, dating violence, sexual assault, or stalking. For instances of domestic violence, dating violence, sexual assault, or stalking, the threat may be established through documentation outlined in section 16-VII.D. In order to request the emergency transfer, the requestor must submit an emergency transfer request form (HUD-5383) (Exhibit 16-4 of this ACOP) although, the RSHA may waive this requirement in order to expedite the transfer process.

The RSHA will immediately process requests for transfers due to domestic violence, dating violence, sexual assault, or stalking. The RSHA will allow a tenant to make an internal emergency transfer under VAWA when a safe unit is immediately available. The RSHA defines *immediately available* as a vacant unit that is ready for move-in within a reasonable amount of time, not to exceed 5 days. If an internal transfer to a safe unit is not immediately available, the RSHA will assist the resident in seeking an external emergency transfer either within or outside the RSHA's programs.

The RSHA has adopted an emergency transfer plan, which is included as Exhibit 16-3 to this plan.



## **12-I.C. EMERGENCY TRANSFER PROCEDURES**

### RSHA Policy

If the transfer is necessary because of maintenance conditions, and an appropriate unit is not immediately available, the RSHA will provide temporary accommodations to the tenant by arranging for temporary lodging at a hotel or similar location. If the conditions that required the transfer cannot be repaired, or the condition cannot be repaired in a reasonable amount of time, the RSHA will transfer the resident to the first available and appropriate unit after the temporary relocation.

Emergency transfers that arise due to maintenance conditions are mandatory for the tenant.

If the emergency transfer is necessary to protect a victim of domestic violence, dating violence, sexual assault, or stalking, the RSHA will follow procedures outlined in Exhibit 16-4.

## **12-I.D. COSTS OF TRANSFER**

### RSHA Policy

The RSHA will bear the reasonable costs of temporarily accommodating the tenant and of long term transfers, if any, due to maintenance conditions.

The reasonable costs of transfers include the cost of packing, moving, and unloading.

Rather than reimbursing the family for eligible, reasonable expenses related to the move, the RSHA will either complete the move, or make arrangements and pay for the move.

### 12-III.C. ELIGIBILITY FOR TRANSFER

Transferring residents do not have to meet the admission eligibility requirements pertaining to income or preference. However, the PHA may establish other standards for considering a transfer request [PH Occ GB, p. 150].

#### RSHA Policy

Except where reasonable accommodation is being requested, the RSHA will only consider transfer requests from residents that meet the following requirements:

- Have not engaged in criminal activity that threatens the health and safety of residents and staff

- Owe no back rent or other charges, or have a pattern of late payment

- Have no housekeeping lease violations or history of damaging property

- Can get utilities turned on in the name of the head of household (applicable only to properties with tenant-paid utilities)

A resident with housekeeping standards violations will not be transferred until the resident passes a follow-up housekeeping inspection.

Exceptions to the good record requirement may be made when it is to the RSHA's advantage to make the transfer.

Exceptions may **will** also be made when the RSHA determines that a transfer is necessary to protect the health or safety of a resident who is a victim of domestic violence, dating violence, sexual assault, or stalking and who provides documentation of abuse in accordance with section 16-VII.D of this ACOP. **Tenants who are not in good standing may still request an emergency transfer under VAWA.**

If a family requested to be placed on the waiting list for a unit size smaller than designated by the occupancy guidelines, the family will not be eligible to transfer to a larger size unit for a period of two years from the date of admission, unless they have a change in family size or composition, or it is needed as a reasonable accommodation.

### 12-III.D. SECURITY DEPOSITS

#### RSHA Policy

When a family transfers from one unit to another, the RSHA will transfer their security deposit to the new unit. The tenant will be billed for any maintenance or others charges due for the "old" unit.

### 12-III.E. COST OF TRANSFER

The PHA must pay moving expenses to transfer a resident with a disability to an accessible unit as an accommodation for the resident's disability [Notice PIH 2010-26].

#### RSHA Policy

The resident will bear all of the costs of transfer s/he requests. However, the RSHA will bear the transfer costs when the transfer is done as a reasonable accommodation.

## 12-III.F. HANDLING OF REQUESTS

### RSHA Policy

Residents requesting a transfer to another unit or development will be required to submit a written request for transfer.

In order to request the emergency transfer under VAWA, the resident will be required to submit an emergency transfer request form (HUD-5383) (Exhibit 16-4 of this ACOP). The RSHA may, on a case-by-case basis, waive this requirement and accept a verbal request in order to expedite the transfer process. If the RSHA accepts an individual's statement, the RSHA will document acceptance of the statement in the individual's file in accordance with 16-VII.D. of this ACOP. Transfer requests under VAWA will be processed in accordance with the RSHA's Emergency Transfer Plan (Exhibit 16-3).

In case of a reasonable accommodation transfer, the RSHA will encourage the resident to make the request in writing using a reasonable accommodation request form. However, the RSHA will consider the transfer request any time the resident indicates that an accommodation is needed whether or not a formal written request is submitted.

The RSHA will respond by approving the transfer and putting the family on the transfer list, by denying the transfer, or by requiring more information or documentation from the family, such as documentation of domestic violence, dating violence, sexual assault, or stalking in accordance with section 16-VII.D of this ACOP.

If the family does not meet the "good record" requirements under Section 12-III.C., the manager will address the problem and, until resolved, the request for transfer will be denied.

The RSHA will respond within ten (10) business days of the submission of the family's request. If the RSHA denies the request for transfer, the family will be informed of its grievance rights.



## PART IV: TRANSFER PROCESSING

### 12-IV.A. OVERVIEW

Generally, families who request a transfer should be placed on a transfer list and processed in a consistent and appropriate order. The transfer process must be clearly auditable to ensure that residents do not experience inequitable treatment.

### 12-IV.B. TRANSFER LIST

#### RSHA Policy

The RSHA will maintain a centralized transfer list to ensure that transfers are processed in the correct order and that procedures are uniform across all properties.

Emergency transfers will not automatically go on the transfer list. Instead emergency transfers will be handled immediately, on a case by case basis. If the emergency cannot be resolved by a temporary accommodation, and the resident requires a permanent transfer, the family will be placed at the top of the transfer list.

Transfers will be processed in the following order:

1. Emergency transfers (hazardous maintenance conditions, **VAWA**)
2. High-priority transfers (verified medical condition, threat of harm or criminal activity, and reasonable accommodation)
3. Transfers to make accessible units available
4. Demolition, renovation, etc.
5. Occupancy standards
6. Other PHA-required transfers
7. Other tenant-requested transfers

Within each category, transfers will be processed in order of the date a family was placed on the transfer list, starting with the earliest date.

With the approval of the executive director, the RSHA may, on a case-by-case basis, transfer a family without regard to its placement on the transfer list in order to address the immediate need of a family in crisis.

Demolition and renovation transfers will gain the highest priority as necessary to allow the RSHA to meet the demolition or renovation schedule.

Transfers will take precedence over waiting list admissions.



#### **14-I.B. INFORMAL HEARING PROCESS [24 CFR 960.208(a) and PH Occ GB, p. 58]**

Informal hearings are provided for public housing applicants. An applicant is someone who has applied for admission to the public housing program, but is not yet a tenant in the program. Informal hearings are intended to provide a means for an applicant to dispute a determination of ineligibility for admission to a project [24 CFR 960.208(a)]. Applicants to public housing are not entitled to the same hearing process afforded tenants under the PHA grievance procedures [24 CFR 966.53(a) and PH Occ GB, p. 58].

Informal hearings provide applicants the opportunity to review the reasons for denial of admission and to present evidence to refute the grounds for denial.

##### **Use of Informal Hearing Process**

While the PHA must offer the opportunity of an informal hearing to applicants who have been determined as ineligible for admission, the PHA could make the informal hearing process available to applicants who wish to dispute other PHA actions that adversely affect them.

##### RSHA Policy

The RSHA will only offer informal hearings to applicants for the purpose of disputing denials of admission.

##### **Notice of Denial [24 CFR 960.208(a)]**

The PHA must give an applicant prompt notice of a decision denying eligibility for admission. The notice must contain a brief statement of the reasons for the PHA decision, and must also state that the applicant may request an informal hearing to dispute the decision. The notice must describe how to obtain the informal hearing.

When denying eligibility for admission, the PHA must provide the family a notice of VAWA rights (form HUD-5380) as well as the HUD VAWA self-certification form (form HUD-50066 5382) in accordance with the Violence against Women Reauthorization Act of 2013, and as outlined in 16-VII.C. The notice and self-certification form must accompany the written notification of the denial of eligibility determination.

Prior to notification of denial based on information obtained from criminal or sex offender registration records, the family, in some cases, must be given the opportunity to dispute the information in those records which would be the basis of the denial. See Section 3-III.G for details concerning this requirement.

##### **Scheduling an Informal Hearing**

##### RSHA Policy

A request for an informal hearing must be made in writing and delivered to the RSHA either in person or by first class mail, by the close of the business day, no later than 10 business days from the date of the RSHA's notification of denial of admission.

The RSHA will schedule and send written notice of the informal hearing within 10 business days of the family's request.

## **Conducting an Informal Hearing [PH Occ GB, p. 58]**

### RSHA Policy

The informal hearing will be conducted by a person other than the one who made or approved the decision under review, or a subordinate of this person.

The applicant will be provided an opportunity to present written or oral objections to the decision of the RSHA.

The person conducting the informal hearing will make a recommendation to the RSHA, but the RSHA is responsible for making the final decision as to whether admission should be granted or denied.

## **Informal Hearing Decision [PH Occ GB, p. 58]**

### RSHA Policy

The RSHA will notify the applicant of the RSHA's final decision, including a brief statement of the reasons for the final decision.

In rendering a decision, the RSHA will evaluate the following matters:

Whether or not the grounds for denial were stated factually in the notice

The validity of grounds for denial of admission. If the grounds for denial are not specified in the regulations or in RSHA policy, then the decision to deny assistance will be overturned. See Chapter 3 for a detailed discussion of the grounds for applicant denial.

The validity of the evidence. The RSHA will evaluate whether the facts presented prove the grounds for denial of admission. If the facts prove that there are grounds for denial, and the denial is required by HUD, the RSHA will uphold the decision to deny admission.

If the facts prove the grounds for denial, and the denial is discretionary, the RSHA will consider the recommendation of the person conducting the informal hearing in making the final decision whether to deny admission.

The RSHA will notify the applicant of the final decision, including a statement explaining the reason(s) for the decision. The notice will be mailed, with return receipt requested, within 10 business days of the informal hearing, to the applicant and his or her representative, if any.

If the informal hearing decision overturns the denial, processing for admission will resume.

If the family fails to appear for their informal hearing, the denial of admission will stand and the family will be so notified.

## **Reasonable Accommodation for Persons with Disabilities [24 CFR 966.7]**

Persons with disabilities may request reasonable accommodations to participate in the informal hearing process and the PHA must consider such accommodations. The PHA must also consider reasonable accommodation requests pertaining to the reasons for denial if related to the person's disability. See Chapter 2 for more detail pertaining to reasonable accommodation requests.



### **13-III.F. TERMINATIONS RELATED TO DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING**

This section addresses the protections against termination of tenancy that the Violence against Women Act of 2013 (VAWA) provides for public housing residents who are victims of domestic violence, dating violence, sexual assault, or stalking. For general VAWA requirements and PHA policies pertaining to notification, documentation, and confidentiality, see section 16-VII of this ACOP, where definitions of key VAWA terms are also located.

#### **VAWA Protections against Termination [24 CFR 5.2005(c)]**

VAWA provides that no person may deny assistance, tenancy, or occupancy rights to public housing to a tenant solely on the basis **or as a direct result** of criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking that is engaged in by a member of the household of the tenant or any guest or other person under the control of the tenant, if the tenant or affiliated individual is the victim or threatened victim of such domestic violence, dating violence, sexual assault, or stalking [FR Notice 8/6/13].

VAWA further provides that incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking may not be construed either as serious or repeated violations of the lease by the victim or threatened victim of such violence or as good cause for terminating the tenancy or occupancy rights of the victim of such violence [24 CFR 5.2005(c)(1), FR Notice 8/6/13].

#### **Limits on VAWA Protections [24 CFR 5.2005(d) and (e), FR Notice 8/6/13]**

While VAWA prohibits a PHA from using domestic violence, dating violence, sexual assault, or stalking as the cause for a termination or eviction action against a public housing tenant who is the victim of the abuse, the protections it provides are not absolute. Specifically:

- VAWA does not limit a PHA's otherwise available authority to terminate assistance to or evict a victim for lease violations not premised on an act of domestic violence, dating violence, sexual assault, or stalking providing that the PHA does not subject the victim to a more demanding standard than the standard to which it holds other tenants.
- VAWA does not limit a PHA's authority to terminate the tenancy of any public housing tenant if the PHA can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant's tenancy is not terminated.

HUD regulations define *actual and imminent threat* to mean words, gestures, actions, or other indicators of a physical threat that (a) is real, (b) would occur within an immediate time frame, and (c) could result in death or serious bodily harm [24 CFR 5.2005(d)(2) and (e)]. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include:

- The duration of the risk
- The nature and severity of the potential harm
- The likelihood that the potential harm will occur
- The length of time before the potential harm would occur [24 CFR 5.2005(e)]

In order to demonstrate an accrual or imminent threat, the RSHA must have objective evidence of words, gestures, actions or other indicators. Even when a victim poses an actual and imminent threat, however, HUD regulations authorize a PHA to terminate the victim's assistance "only when there are no other actions that could be taken to reduce or eliminate the threat, including but not limited to transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence or develop other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat" [24 CFR 5.2005(d)(3)]. Additionally, HUD regulations state that restrictions "predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents" [24 CFR 5.2005(d)(3)].

#### RSHA Policy

In determining whether a public housing tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking is an actual and imminent threat to other tenants or those employed at or providing service to a property, the RSHA will consider the following, and any other relevant, factors:

Whether the threat is toward an employee or tenant other than the victim of domestic violence, dating violence, sexual assault, or stalking

Whether the threat is a physical danger beyond a speculative threat

Whether the threat is likely to happen within a short period of time ~~an immediate time frame.~~

Whether the threat to other tenants or employees can be eliminated in some other way, such as by helping the victim relocate to a confidential location, transferring the victim to another unit, or seeking a legal remedy to prevent the perpetrator from acting on the threat

If the tenant wishes to contest the RSHA's determination that he or she is an actual and imminent threat to other tenants or employees, the tenant may do so as part of the grievance hearing or in a court proceeding.

#### **Documentation of Abuse [24 CFR 5.2007]**

##### RSHA Policy

When an individual facing termination of tenancy for reasons related to domestic violence, dating violence, sexual assault, or stalking claims protection under VAWA, the RSHA will request in writing that the individual provide documentation supporting the claim in accordance with the policies in section 16-VII.D of this ACOP.

The RSHA reserves the right to waive the documentation requirement if it determines that a statement or other corroborating evidence from the individual will suffice. In such cases the RSHA will document the waiver in the individual's file.



## **Terminating or Evicting a Perpetrator of Domestic Violence**

Although VAWA provides protection from termination for victims of domestic violence, it does not provide such protection for perpetrators. In fact, VAWA gives the PHA the explicit authority to bifurcate a lease, or remove a household member from a lease, “in order to evict, remove, or terminate assistance to any individual who is a tenant or lawful occupant of the housing and who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual, without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such criminal activity who is also a tenant or lawful occupant of the housing” [FR Notice 8/6/13]. Moreover, HUD regulations impose on the PHA the obligation to consider lease bifurcation in any circumstances involving domestic violence, dating violence, or stalking [24 CFR 966.4(e)(9)].

Specific lease language affirming the PHA’s authority to bifurcate a lease is not necessary, and the authority supersedes any local, state, or federal law to the contrary. However, if the PHA chooses to exercise its authority to bifurcate a lease, it must follow any procedures prescribed by HUD or by applicable local, state, or federal law for eviction, lease termination, or termination of assistance. This means that the PHA must follow the same rules when terminating or evicting an individual as it would when terminating or evicting an entire family [FR Notice 3/16/07]. **The PHA must not initiate evictions procedures until 30 days after the lease bifurcation [Notice PIH 2017-08].**

### **RSHA Policy**

The RSHA will bifurcate a family’s lease and terminate the tenancy of a family member if the RSHA determines that the family member has committed criminal acts of physical violence against other family members or others. This action will not affect the tenancy or program assistance of the remaining, nonculpable family members.

In making its decision, the RSHA will consider all credible evidence, including, but not limited to, a signed certification (form HUD-50066 **5382**) or other documentation of abuse submitted to the RSHA by the victim in accordance with this section and section 16-VII.D. The RSHA will also consider the factors in section 13.III.E. Upon such consideration, the RSHA may, on a case-by-case basis, choose not to bifurcate the lease and terminate the tenancy of the culpable family member.

If the RSHA does bifurcate the lease and terminate the tenancy of the culpable family member, it will do so in accordance with the lease, applicable law, and the policies in this ACOP. If the person removed from the lease was the only tenant eligible to receive assistance, the RSHA must provide any remaining tenant a chance to establish eligibility for the unit. If the remaining tenant cannot do so, the RSHA must provide the tenant reasonable time to find new housing or to establish eligibility for another housing program covered by VAWA 2013.

## **PART IV: NOTIFICATION REQUIREMENTS, EVICTION PROCEDURES AND RECORD KEEPING**

### **13-IV.A. OVERVIEW**

HUD regulations specify the requirements for the notice that must be provided prior to lease termination. This part discusses those requirements and the specific requirements that precede and follow termination for certain criminal activities which are addressed in the regulations. This part also discusses specific requirements pertaining to the actual eviction of families and record keeping.

### **13-IV.B. CONDUCTING CRIMINAL RECORDS CHECKS [24 CFR 5.903(e)(ii) and 24 CFR 960.259]**

HUD authorizes PHAs to conduct criminal records checks on public housing residents for lease enforcement and eviction. PHA policy determines when the PHA will conduct such checks.

#### **RSHA Policy**

The RSHA will conduct criminal records checks when it has come to the attention of the RSHA, either from local law enforcement or by other means that an individual has engaged in the destruction of property, engaged in violent activity against another person, or has interfered with the right to peaceful enjoyment of the premises of other residents. Such checks will also include sex offender registration information. In order to obtain such information, all adult household members must sign consent forms for release of criminal conviction and sex offender registration records on an annual basis.

The RSHA may not pass along to the tenant the costs of a criminal records check.



**13-IV.C. DISCLOSURE OF CRIMINAL RECORDS TO FAMILY [24 CFR 5.903(f), 24 CFR 5.905(d) and 24 CFR 966.4(l)(5)(iv)]**

In conducting criminal records checks, if the PHA uses the authority of 24 CFR 5.903 and 5.905 to obtain such information, certain protections must be afforded the tenant before any adverse action is taken. In such cases if the PHA obtains criminal records information from a state or local agency showing that a household member has been convicted of a crime, or is subject to a sex offender registration requirement, relevant to lease enforcement or eviction, the PHA must notify the household of the proposed action and must provide the subject of the record and the tenant a copy of such information, and an opportunity to dispute the accuracy and relevance of the information before an eviction or lease enforcement action is taken.

**RSHA Policy**

In all cases where criminal record or sex offender registration information would result in lease enforcement or eviction, the RSHA will notify the household in writing of the proposed adverse action and will provide the subject of the record and the tenant a copy of such information, and an opportunity to dispute the accuracy and relevance of the information before an eviction or lease enforcement action is taken.

The family will be given 10 business days from the date of the RSHA notice, to dispute the accuracy and relevance of the information. If the family does not contact the RSHA to dispute the information within that 10 business day period, the RSHA will proceed with the termination action.

Should the tenant not exercise their right to dispute prior to any adverse action, the tenant still has the right to dispute in the grievance hearing or court trial.

### 13-IV.D. LEASE TERMINATION NOTICE [24 CFR 966.4(l)(3)]

#### Form, Delivery, and Content of the Notice

Notices of lease termination must be in writing. The notice must state the specific grounds for termination, the date the termination will take place, the resident's right to reply to the termination notice, and their right to examine PHA documents directly relevant to the termination or eviction. If the PHA does not make the documents available for examination upon request by the tenant, the PHA may not proceed with the eviction [24 CFR 966.4(m)].

When the PHA is required to offer the resident an opportunity for a grievance hearing, the notice must also inform the resident of their right to request a hearing in accordance with the PHA's grievance procedure. In these cases, the tenancy shall not terminate until the time for the tenant to request a grievance hearing has expired and the grievance procedure has been completed.

When the PHA is not required to offer the resident an opportunity for a grievance hearing because HUD has made a due process determination and the lease termination is for criminal activity that threatens health, safety or right to peaceful enjoyment or for drug-related criminal activity, the notice of lease termination must state that the tenant is not entitled to a grievance hearing on the termination. It must specify the judicial eviction procedure to be used by the PHA for eviction of the tenant, and state that HUD has determined that the eviction procedure provides the opportunity for a hearing in court that contains the basic elements of due process as defined in HUD regulations. The notice must also state whether the eviction is for a criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of the PHA, or for a drug-related criminal activity on or off the premises.

#### RSHA Policy

The RSHA will attempt to deliver notices of lease termination directly to the tenant or an adult member of the household. If such attempt fails, the notice will be sent by first-class mail the same day.

All notices of lease termination will include ~~information about the protection against termination provided by the Violence against Women Reauthorization Act of 2013 (VAWA) for victims of domestic violence, dating violence, sexual assault, or stalking (see section 16-VII.C).~~ The RSHA will also include a copy of the forms HUD-50066 5382 and HUD-5380 and a notice of VAWA rights to accompany the termination notice. Any tenant who claims that the cause for termination involves ~~(a) criminal acts of physical violence against family members or others or (b) incidents of domestic violence, dating violence, sexual assault, or stalking of which the tenant or affiliated individual of the tenant is the victim~~ will be given the opportunity to provide documentation in accordance with the policies in sections 13-III.F and 16-VII.D.



#### **14-III.H. DECISION OF THE HEARING OFFICER/PANEL [24 CFR 966.57]**

The hearing officer/panel must issue a written decision, stating the reasons for the decision, within a reasonable time after the hearing. Factual determinations relating to the individual circumstances of the family must be based on a preponderance of evidence presented at the hearing. A copy of the decision must be sent to the complainant and the PHA. The PHA must retain a copy of the decision in the tenant's folder. A log of all hearing officer decisions must also be maintained by the PHA and made available for inspection by a prospective complainant, his/her representative, or the hearing officer/panel [24 CFR 966.57(a)].

##### **PHRSHAA Policy**

In rendering a decision, the hearing officer will consider the following matters:

**PHA Notice to the Family:** The hearing officer will determine if the reasons for the PHA's decision are factually stated in the notice.

**Discovery:** The hearing officer will determine if the family was given the opportunity to examine any relevant documents in accordance with PHA policy.

**PHA Evidence to Support the PHA Decision:** The evidence consists of the facts presented. Evidence is not conclusion and it is not argument. The hearing officer will evaluate the facts to determine if they support the PHA's conclusion.

**Validity of Grounds for Termination of Tenancy (when applicable):** The hearing officer will determine if the termination of tenancy is for one of the grounds specified in the HUD regulations and PHA policies. If the grounds for termination are not specified in the regulations or in compliance with PHA policies, then the decision of the PHA will be overturned.

The hearing officer will issue a written decision to the family and the PHA no later than 10 business days after the hearing. The report will contain the following information:

##### **Hearing information:**

Name of the complainant

Date, time and place of the hearing

Name of the hearing officer

Name of the PHA representative(s)

Name of family representative (if any)

Names of witnesses (if any)

**Background:** A brief, impartial statement of the reason for the hearing and the date(s) on which the informal settlement was held, who held it, and a summary of the results of the informal settlement. Also includes the date the complainant requested the grievance hearing.

For purposes of this chapter the term *error* refers to an unintentional error or omission. *Program abuse or fraud* refers to a single act or pattern of actions that constitute a false statement, omission, or concealment of a substantial fact, made with the intent to deceive or mislead.

## **15-I.B. DETECTING ERRORS AND PROGRAM ABUSE**

In addition to taking steps to prevent errors and program abuse, the PHA will use a variety of activities to detect errors and program abuse.

### **Quality Control and Analysis of Data**

#### **RSHA Policy**

The RSHA will employ a variety of methods to detect errors and program abuse, including:

The RSHA routinely will use EIV and other non-HUD sources of up-front income verification. This includes the Work Number and any other private or public databases available to the RSHA.

At each annual reexamination, current information provided by the family will be compared to information provided at the last annual reexamination to identify inconsistencies and incomplete information.

The RSHA will compare family-reported income and expenditures to detect possible unreported income.

### **Independent Audits and HUD Monitoring**

~~OMB Circular A-133~~ **Notice PIH 2015-16** requires all PHAs that expend \$500 **750**,000 or more in federal awards annually to have an independent audit (IPA). In addition, HUD conducts periodic on-site and automated monitoring of PHA activities and notifies the PHA of errors and potential cases of program abuse.

#### **RSHA Policy**

The RSHA will use the results reported in any IPA or HUD monitoring reports to identify potential program abuses as well as to assess the effectiveness of the RSHA's error detection and abuse prevention efforts.

### **Individual Reporting of Possible Errors and Program Abuse**

#### **RSHA Policy**

The RSHA will encourage staff, residents, and the public to report possible program abuse.



## **15-II.C. PHA-CAUSED ERRORS OR PROGRAM ABUSE**

The responsibilities and expectations of PHA staff with respect to normal program administration are discussed throughout the ACOP. This section specifically addresses actions of a PHA staff member that are considered errors or program abuse related to the public housing program. Additional standards of conduct may be provided in the PHA personnel policy.

PHA-caused incorrect rental determinations include (1) failing to correctly apply public housing rules regarding family composition, income, assets, and expenses, and (2) errors in calculation.

### **Repayment to the PHA**

The family is not required to repay an underpayment of rent if the error or program abuse is caused by PHA staff.

### **PHA Reimbursement to Family**

#### RSA Policy

The RSA will reimburse a family for any family overpayment of rent, regardless of whether the overpayment was the result of staff-caused error or staff program abuse.

### **Prohibited Activities**

#### RSA Policy

Any of the following will be considered evidence of program abuse by PHA staff:

- Failing to comply with any public housing program requirements for personal gain

- Failing to comply with any public housing program requirements as a result of a conflict of interest relationship with any applicant or resident

- Seeking or accepting anything of material value from applicants, residents, vendors, contractors, or other persons who provide services or materials to the RSA

- Disclosing confidential or proprietary information to outside parties

- Gaining profit as a result of insider knowledge of RSA activities, policies, or practices

- Misappropriating or misusing public housing funds

- Destroying, concealing, removing, or inappropriately using any records related to the public housing program

- Committing any other corrupt or criminal act in connection with any federal housing program

## **PART II: ESTABLISHING FLAT RENTS AND PUBLIC HOUSING MAXIMUM RENTS**

### **16-II.A. OVERVIEW**

Flat rents are designed to encourage self-sufficiency and to avoid creating disincentives for continued residency by families who are attempting to become economically self-sufficient.

Flat rents are also used to prorate assistance for a mixed family. A mixed family is one whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigrations status [24 CFR 5.504].

This part discusses how the PHA establishes and updates flat rents. Policies related to the use of flat rents, family choice of rent, flat rent hardships, and proration of rent for a mixed family are discussed in Chapter 6

~~Public housing maximum rents are needed to prorate assistance for a mixed family. A mixed family is one whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigrations status [24 CFR 5.504].~~

~~This part discusses how the PHA establishes and updates flat rents and public housing maximum rents. Policies related to the use of flat rents, family choice of rent, flat rent hardships, and public housing maximum rents are discussed in Chapter 6.~~

### **16-II.B. FLAT RENTS [24 CFR 960.253(b) and Notice PIH 2015-13]**

#### **Establishing Flat Rents**

The 2015 Appropriations Act requires that flat rents must be set at no less than 80 percent of the applicable fair market rent (FMR). Alternatively, the PHA may set flat rents at no less than 80 percent of the applicable small area FMR(SAFMR) for metropolitan areas, or 80 percent of the applicable unadjusted rents for nonmetropolitan areas.

For areas where HUD has not determined a SAFMR or an unadjusted rent, PHAs must set flat rents at no less than 80 percent of the FMR or apply for an exception flat rent.

The 2015 Appropriations Act permits PHAs to request an exception flat rent that is lower than either 80 percent of the FMR or SAFMR/unadjusted rent if the PHA can demonstrate that these FMRs do not reflect the market value of a particular property or unit.

In order to demonstrate the need for an exception flat rent, PHAs are required to submit a market analysis methodology that demonstrates the value of the unit. The PHA must use HUD's rent reasonableness methodology to determine flat rents. In determining flat rents, PHAs must consider the following:

- Location
- Quality
- Unit size
- Unit type
- Age of property



## PART V: RECORD KEEPING

### 16-V.A. OVERVIEW

The PHA must maintain complete and accurate accounts and other records for the program in accordance with HUD requirements, in a manner that permits a speedy and effective audit. All such records must be made available to HUD or the Comptroller General of the United States upon request.

In addition, the PHA must ensure that all applicant and participant files are maintained in a way that protects an individual's privacy rights, and that comply with VAWA 2013 confidentiality requirements.

### 16-V.B. RECORD RETENTION

The PHA must keep the last three years of the Form HUD-50058 and supporting documentation during the term of each assisted lease, and for a period of at least three years from the end of participation (EOP) date [24 CFR 908.101].

Notice PIH 2014-20 requires the PHA to keep records of all complaints, investigations, notices, and corrective actions related to violations of the Fair Housing Act or the equal access final rule.

The RSHA must keep confidential records of all emergency transfer requested under the RSHA's Emergency Transfer Plan, and the outcomes of such requests, and retain the records for a period of three years, or for a period of time as specific in program regulations [24 CFR 5.2002(c)(12)].

#### rsha RSHA Policy

The RSHA will keep the last three (3) years of the form HUD-50058 and supporting documentation and for at least three (3) years after end of participation all documents related to a family's eligibility, tenancy, and termination.

~~During the term of each public housing tenancy, and for at least four years thereafter, the rsha will keep all documents related to a family's eligibility, tenancy, and termination.~~

In addition, the ~~rsha~~ RSHA will keep the following records for at least ~~four~~ three years:

- An application from each ineligible family and notice that the applicant is not eligible

- Lead-based paint records as required by 24 CFR 35, Subpart B

- Documentation supporting the establishment of flat rents ~~and the public housing maximum rent~~

- Documentation supporting the establishment of utility allowances and surcharges

- Documentation related to PHAS

- Accounts and other records supporting PHA budget and financial statements for the program

- Complaints, investigations, notices, and corrective actions related to violations of the Fair Housing Act or the equal access final rule

## **PART II: ESTABLISHING FLAT RENTS AND PUBLIC HOUSING MAXIMUM RENTS**

### **16-II.A. OVERVIEW**

Flat rents are designed to encourage self-sufficiency and to avoid creating disincentives for continued residency by families who are attempting to become economically self-sufficient.

Flat rents are also used to prorate assistance for a mixed family. A mixed family is one whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigrations status [24 CFR 5.504].

This part discusses how the PHA establishes and updates flat rents. Policies related to the use of flat rents, family choice of rent, flat rent hardships, and proration of rent for a mixed family are discussed in Chapter 6

~~Public housing maximum rents are needed to prorate assistance for a mixed family. A mixed family is one whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigrations status [24 CFR 5.504].~~

~~This part discusses how the PHA establishes and updates flat rents and public housing maximum rents. Policies related to the use of flat rents, family choice of rent, flat rent hardships, and public housing maximum rents are discussed in Chapter 6.~~

### **16-II.B. FLAT RENTS [24 CFR 960.253(b) and Notice PIH 2015-13]**

#### **Establishing Flat Rents**

The 2015 Appropriations Act requires that flat rents must be set at no less than 80 percent of the applicable fair market rent (FMR). Alternatively, the PHA may set flat rents at no less than 80 percent of the applicable small area FMR(SAFMR) for metropolitan areas, or 80 percent of the applicable unadjusted rents for nonmetropolitan areas.

For areas where HUD has not determined a SAFMR or an unadjusted rent, PHAs must set flat rents at no less than 80 percent of the FMR or apply for an exception flat rent.

The 2015 Appropriations Act permits PHAs to request an exception flat rent that is lower than either 80 percent of the FMR or SAFMR/unadjusted rent if the PHA can demonstrate that these FMRs do not reflect the market value of a particular property or unit.

In order to demonstrate the need for an exception flat rent, PHAs are required to submit a market analysis methodology that demonstrates the value of the unit. The PHA must use HUD's rent reasonableness methodology to determine flat rents. In determining flat rents, PHAs must consider the following:

- Location
- Quality
- Unit size
- Unit type
- Age of property



## PART V: RECORD KEEPING

### 16-V.A. OVERVIEW

The PHA must maintain complete and accurate accounts and other records for the program in accordance with HUD requirements, in a manner that permits a speedy and effective audit. All such records must be made available to HUD or the Comptroller General of the United States upon request.

In addition, the PHA must ensure that all applicant and participant files are maintained in a way that protects an individual's privacy rights, and that comply with VAWA 2013 confidentiality requirements.

### 16-V.B. RECORD RETENTION

The PHA must keep the last three years of the Form HUD-50058 and supporting documentation during the term of each assisted lease, and for a period of at least three years from the end of participation (EOP) date [24 CFR 908.101].

Notice PIH 2014-20 requires the PHA to keep records of all complaints, investigations, notices, and corrective actions related to violations of the Fair Housing Act or the equal access final rule.

The RSHA must keep confidential records of all emergency transfer requested under the RSHA's Emergency Transfer Plan, and the outcomes of such requests, and retain the records for a period of three years, or for a period of time as specific in program regulations [24 CFR 5.2002(e)(12)].

#### rsha RSHA Policy

The RSHA will keep the last three (3) years of the form HUD-50058 and supporting documentation and for at least three (3) years after end of participation all documents related to a family's eligibility, tenancy, and termination.

~~During the term of each public housing tenancy, and for at least four years thereafter, the rsha will keep all documents related to a family's eligibility, tenancy, and termination.~~

In addition, the ~~rsha~~ RSHA will keep the following records for at least ~~four~~ three years:

- An application from each ineligible family and notice that the applicant is not eligible

- Lead-based paint records as required by 24 CFR 35, Subpart B

- Documentation supporting the establishment of flat rents ~~and the public housing maximum rent~~

- Documentation supporting the establishment of utility allowances and surcharges

- Documentation related to PHAS

- Accounts and other records supporting PHA budget and financial statements for the program

- Complaints, investigations, notices, and corrective actions related to violations of the Fair Housing Act or the equal access final rule

Confidential records of all emergency transfers related to VAWA requested under the RSHA's Emergency Transfer Plan and the outcomes of such requests

Other records as determined by the PHA or as required by HUD

If a hearing to establish a family's citizenship status is held, longer retention requirements apply for some types of documents. For specific requirements, see Section 14-II.A.

## **16-V.C. RECORDS MANAGEMENT**

PHAs must maintain applicant and participant files and information in accordance with the regulatory requirements described below.

### RSHA Policy

All applicant and participant information will be kept in a secure location and access will be limited to authorized RSHA staff.

RSHA staff will not discuss personal family information unless there is a business reason to do so. Inappropriate discussion of family information or improper disclosure of family information by staff will result in disciplinary action.

### **Privacy Act Requirements [24 CFR 5.212 and Form-9886]**

The collection, maintenance, use, and dissemination of social security numbers (SSN), employer identification numbers (EIN), any information derived from these numbers, and income information of applicants and participants must be conducted, to the extent applicable, in compliance with the Privacy Act of 1974, and all other provisions of Federal, State, and local law.

Applicants and participants, including all adults in the household, are required to sign a consent form, HUD-9886, Authorization for Release of Information. This form incorporates the Federal Privacy Act Statement and describes how the information collected using the form may be used, and under what conditions HUD or the PHA may release the information collected.

### **Upfront Income Verification (UIV) Records**

PHAs that access UIV data through HUD's Enterprise Income Verification (EIV) system are required to adopt and follow specific security procedures to ensure that all EIV data is protected in accordance with federal laws, regardless of the media on which the data is recorded (e.g. electronic, paper). These requirements are contained in the HUD-issued document, *Enterprise Income Verification (EIV) System, Security Procedures for Upfront Income Verification (UIV) Data*.

### RSHA Policy

Prior to utilizing HUD's EIV system, the PHA will adopt and implement EIV security procedures required by HUD.



- The term *sexual assault* means:
  - Any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks the capacity to consent
- The term *stalking* means:
  - To engage in a course of conduct directed at a specific person that would cause a reasonable person to fear for his or her safety or the safety of others, or suffer substantial emotional distress.

## 16-VII.C. NOTIFICATION [24 CFR 5.2005(a)]

### Notification to Public

The PHA adopts the following policy to help ensure that all actual and potential beneficiaries of its public housing program are aware of their rights under VAWA.

#### RSHA Policy

The RSHA will post the following information regarding VAWA in its offices. It will also make the information readily available to anyone who requests it.

A notice of occupancy rights under VAWA to housing choice voucher program applicants and participants who are or have been victims of domestic violence, dating violence, sexual assault, or stalking (Form HUD-5380, see Exhibit 16-1)

A copy of form HUD-5382, Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking and Alternate Documentation (see Exhibit 16-2)

A copy of the PHA's emergency transfer plan (Exhibit 16-3)

A copy of HUD's Emergency Transfer Request for Certain Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, Form HUD-5383 (Exhibit 16-4)

A summary of the rights and protections provided by VAWA to public housing applicants and residents who are or have been victims of domestic violence, dating violence, or stalking (see sample notice in Exhibit 16-1)

The definitions of *domestic violence*, *dating violence*, *sexual assault*, and *stalking* provided in VAWA (included in Exhibit 16-1)

An explanation of the documentation that the PHA may require from an individual who claims the protections provided by VAWA (included in Exhibit 16-1)

A copy of form HUD-50066, Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

A statement of the PHA's obligation to keep confidential any information that it receives from a victim unless (a) the PHA has the victim's written permission to release the information, (b) it needs to use the information in an eviction

### **Notification to Applicants and Tenants [24 CFR 5.2005(a)(1)]**

PHAs are required to inform public housing applicants and tenants of their rights under VAWA, including their right to confidentiality and the limits thereof, when they are denied assistance, when they are admitted to the program, and when they are notified of an eviction or termination of housing benefits.

The PHA must distribute a notice of VAWA rights, along with the VAWA self-certification form (HUD-50066-5382) at each of these three junctures.

#### **RSHA Policy**

**The VAWA information provided to applicants and participants will consist of the notices in Exhibit 16-1 and 16-2.**

~~The VAWA information provided to applicants and tenants will consist of the notice of VAWA rights in Exhibit 16-1 and a copy of form HUD-50066, Certification of Domestic Violence, Dating Violence, Sexual Assault, and Stalking.~~

The RSHA will provide all applicants with information about VAWA at the time they request an application for housing assistance. The RSHA will also include such information in all notices of denial of assistance (see section 3-III.F).

The RSHA will provide all tenants with information about VAWA at the time of admission (see section 8-I.B) and at annual reexamination. The RSHA will also include such information in all lease termination notices (see section 13-IV.D).

The PHA is not limited to providing VAWA information at the times specified in the above policy. If the PHA decides to provide VAWA information to a tenant following an incident of domestic violence, Notice PIH 2006-42 cautions against sending the information by mail, since the abuser may be monitoring the mail. The notice recommends that in such cases the PHA make alternative delivery arrangements that will not put the victim at risk.

#### **RSHA Policy**

Whenever the RSHA has reason to suspect that providing information about VAWA to a public housing tenant might place a victim of domestic violence at risk, it will attempt to deliver the information by hand directly to the victim, **or by having the victim come to an office or other space that may be safer for the individual, making reasonable accommodations as necessary.** For example, the RSHA may decide not to send mail regarding VAWA protections to the victim's unit if the RSHA believes the perpetrator may have access to the victim's mail, unless requested by the victim.

**When discussing VAWA with the victim, the RSHA will take reasonable precautions to ensure that no one can overhear the conversation such as having conversations in a private room.**

**The victim may, but is not required to, designate an attorney, advocate, or other secure contact for communications regarding VAWA protections.**



## 16-VII.D. DOCUMENTATION [24 CFR 5.2007]

A PHA presented with a claim for initial or continued assistance based on status as a victim of domestic violence, dating violence, sexual assault, or stalking, or criminal activity related to any of these forms of abuse may—but is not required to—request that the individual making the claim document the abuse. Any request for documentation must be in writing, and the individual must be allowed at least 14 business days after receipt of the request to submit the documentation. The PHA may extend this time period at its discretion. [24 CFR 5.2007(a)]

The individual may satisfy the PHA's request by providing any one of the following three forms of documentation [24 CFR 5.2007(b)]:

- (1) A completed and signed HUD-approved certification form (HUD-50066 5382, Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking), which must include the name of the perpetrator only if the name of the perpetrator is safe to provide and is known to the victim. *The form may be filled out and submitted on behalf of the victim.*
- (2) A federal, state, tribal, territorial, or local police report or court record, or an administrative record
- (3) Documentation signed by a person who has assisted the victim in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of such abuse. This person may be an employee, agent, or volunteer of a victim service provider; an attorney; a mental health professional; or a medical professional. The person signing the documentation must attest under penalty of perjury to the person's belief that the incidents in question are bona fide incidents of abuse. The victim must also sign the documentation.

The PHA may not require third-party documentation (forms 2 and 3) in addition to certification (form 1), except as specified below under "Conflicting Documentation," nor may it require certification in addition to third-party documentation [VAWA 2005 final rule].

### RSHA Policy

Any request for documentation of domestic violence, dating violence, sexual assault, or stalking will be in writing, will specify a deadline of 14 business days following receipt of the request, will describe the three forms of acceptable documentation, will provide explicit instructions on where and to whom the documentation must be submitted, and will state the consequences for failure to submit the documentation or request an extension in writing by the deadline.

The RSHA may, in its discretion, extend the deadline for 10 business days. *In determining whether to extend the deadline, the PHA will consider factors that may contribute to the victim's inability to provide documentation in a timely manner, including cognitive limitations, disabilities, limited English proficiency, absence from the unit, administrative delays, the danger of further violence, and the victim's need to address health or safety issues.* Any extension granted by the RSHA will be in writing.

*Once the victim provides documentation, the RSHA will acknowledge receipt of the documentation within 10 business days.*



### **Conflicting Documentation [24 CFR 5.2007(c)]**

In cases where the PHA receives conflicting certification documents from two or more members of a household, each claiming to be a victim and naming one or more of the other petitioning household members as the perpetrator, the PHA may determine which is the true victim by requiring each to provide acceptable third-party documentation, as described above (forms 2 and 3). The PHA may also request third-party documentation when submitted documentation contains information that conflicts with existing information already available to the PHA. The PHA must honor any court orders issued to protect the victim or to address the distribution of property. Individuals have 30 calendar days to return third-party verification to the PHA. If the PHA does not receive third-party documentation, and the PHA will deny or terminate assistance as a result, the PHA must hold separate hearings for the tenants. [Notice PIH 2017-08]

#### RSHA Policy

If presented with conflicting certification documents (~~two or more forms HUD-50066~~) from members of the same household, the RSHA will attempt to determine which is the true victim by requiring each of them to provide third-party documentation in accordance with 24 CFR 5.2007(e) and by following any HUD guidance on how such determinations should be made. When requesting third-party documents, the PHA will provide contact information for local domestic violence and legal aid offices. In such cases, applicants or tenants will be given 30 calendar days from the date of the request to provide such documentation.

If the PHA does not receive third-party documentation within the required timeframe (and any extensions) the PHA will deny VAWA protections and will notify the applicant or tenant in writing of the denial. If, as a result, the applicant or tenant is denied or terminated from the program, the PHA will hold separate hearings for the applicants or tenants.

### **Discretion to Require No Formal Documentation [24 CFR 5.2007(d)]**

The PHA has the discretion to provide benefits to an individual based solely on the individual's statement or other corroborating evidence—i.e., without requiring formal documentation of abuse in accordance with 24 CFR 5.2007(b). HUD recommends documentation in a confidential manner when a verbal statement or other evidence is accepted.

#### RSHA Policy

If the RSHA accepts an individual's statement or other corroborating evidence (as determined by the victim) of domestic violence, dating violence, sexual assault, or stalking, the RSHA will document acceptance of the statement or evidence in the individual's file.

### **Failure to Provide Documentation [24 CFR 5.2007(c)]**

In order to deny relief for protection under VAWA, a PHA must provide the individual requesting relief with a written request for documentation of abuse. If the individual fails to provide the documentation within 14 business days from the date of receipt, or such longer time as the PHA may allow, the PHA may deny relief for protection under VAWA.



**EXHIBIT 16-1: NOTICE OF OCCUPANCY RIGHTS UNDER THE VIOLENCE  
AGAINST WOMEN ACT, FORM HUD-5380**

**Rock Springs Housing Authority**

**Notice of Occupancy Rights under the Violence Against Women Act<sup>1</sup>**

**To all Tenants and Applicants**

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.<sup>2</sup> The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees public housing is in compliance with VAWA. This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA.”

**Protections for Applicants**

If you otherwise qualify for assistance under public housing, you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

---

<sup>1</sup> Despite the name of this law, VAWA protection is available regardless of sex, gender identity, or sexual orientation.

<sup>2</sup> Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

### **Protections for Tenants**

If you are receiving assistance under public housing, you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights under public housing solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.

### **Removing the Abuser or Perpetrator from the Household**

The RSHA may divide (bifurcate) your lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking.

If the RSHA chooses to remove the abuser or perpetrator, the RSHA may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the evicted abuser or perpetrator was the sole tenant to have established eligibility for assistance under the program, the RSHA must allow the tenant who is or has been a victim and other household members to remain in the unit for a period of time, in order to establish eligibility under the program or under another HUD housing program covered by VAWA, or, find alternative housing.

In removing the abuser or perpetrator from the household, the RSHA must follow Federal, State, and local eviction procedures. In order to divide a lease, the RSHA may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.



### **Moving to Another Unit**

Upon your request, the RSHA may permit you to move to another unit, subject to the availability of other units, and still keep your assistance. In order to approve a request, the RSHA may ask you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking. If the request is a request for emergency transfer, the RSHA may ask you to submit a written request or fill out a form where you certify that you meet the criteria for an emergency transfer under VAWA. The criteria are:

- 1. You are a victim of domestic violence, dating violence, sexual assault, or stalking.**  
If your PHA does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation, as described in the documentation section below.
- 2. You expressly request the emergency transfer.** Your PHA may choose to require that you submit a form, or may accept another written or oral request.
- 3. You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit.** This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

**OR**

**You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer.** If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you expressly request the transfer.

The RSHA will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and the location of any move by such victims and their families.

The RSHA's emergency transfer plan provides further information on emergency transfers, and the RSHA must make a copy of its emergency transfer plan available to you if you ask to see it.

### **Documenting You Are or Have Been a Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking**

RSHA can, but is not required to, ask you to provide documentation to "certify" that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Such request from RSHA must be in writing, and RSHA must give you at least 14 business days (Saturdays, Sundays, and Federal holidays do not count) from the day you receive the request to provide the documentation. The RSHA may, but does not have to, extend the deadline for the submission of documentation upon your request.

You can provide one of the following to the RSHA as documentation. It is your choice which of the following to submit if the RSHA asks you to provide documentation that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

- A complete HUD-approved certification form given to you by the RSHA with this notice, that documents an incident of domestic violence, dating violence, sexual assault, or stalking. The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.
- A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.



- A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, “professional”) from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.
- Any other statement or evidence that the RSHA has agreed to accept.

If you fail or refuse to provide one of these documents within the 14 business days, the RSHA does not have to provide you with the protections contained in this notice.

If the RSHA receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), the RSHA has the right to request that you provide third-party documentation within thirty 30 calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, the RSHA does not have to provide you with the protections contained in this notice.

### **Confidentiality**

RSHA must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA.

The RSHA must not allow any individual administering assistance or other services on behalf of the RSHA (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.



The RSHA must not enter your information into any shared database or disclose your information to any other entity or individual. The RSHA, however, may disclose the information provided if:

- You give written permission to the RSHA to release the information on a time limited basis.
- The RSHA needs to use the information in an eviction or termination proceeding, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.
- A law requires the RSHA or your landlord to release the information.

VAWA does not limit the RSHA's duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

#### **Reasons a Tenant Eligible for Occupancy Rights under VAWA May Be Evicted or Assistance May Be Terminated**

You can be evicted and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, the RSHA cannot hold tenants who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been victims of domestic violence, dating violence, sexual assault, or stalking.

The protections described in this notice might not apply, and you could be evicted and your assistance terminated, if the RSHA can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

1. Would occur within an immediate time frame, and
2. Could result in death or serious bodily harm to other tenants or those who work on the property.

If the RSHA can demonstrate the above, the RSHA should only terminate your assistance or evict you if there are no other actions that could be taken to reduce or eliminate the threat.

**TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE,  
DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING**

1. Date the written request is received by victim: \_\_\_\_\_
2. Name of victim: \_\_\_\_\_
3. Your name (if different from victim's): \_\_\_\_\_
4. Name(s) of other family member(s) listed on the lease: \_\_\_\_\_  
\_\_\_\_\_
5. Residence of victim: \_\_\_\_\_
6. Name of the accused perpetrator (if known and can be safely disclosed): \_\_\_\_\_  
\_\_\_\_\_
7. Relationship of the accused perpetrator to the victim: \_\_\_\_\_
8. Date(s) and times(s) of incident(s) (if known): \_\_\_\_\_  
\_\_\_\_\_
10. Location of incident(s): \_\_\_\_\_

In your own words, briefly describe the incident(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual named above in Item 2 is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature \_\_\_\_\_ Signed on (Date) \_\_\_\_\_

**Public Reporting Burden:** The public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. The information provided is to be used by the housing provider to request certification that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. The information is subject to the confidentiality requirements of VAWA. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.



**EXHIBIT 16-3: NMA EMERGENCY TRANSFER PLAN FOR VICTIMS OF  
DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING**

Attachment: Certification form HUD-5382

**Rock Springs Housing Authority**

**Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual  
Assault, or Stalking  
Public Housing Program**

**Emergency Transfers**

The RSHA is concerned about the safety of its tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA),<sup>3</sup> the RSHA allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation.<sup>4</sup> The ability of the RSHA to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether the RSHA has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.

---

<sup>3</sup>Despite the name of this law, VAWA protection is available to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

<sup>4</sup>Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

### **Confidentiality**

The RSHA will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives the RSHA written permission to release the information on a time-limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person or persons that committed an act of domestic violence, dating violence, sexual assault, or stalking against the tenant. See the Notice of Occupancy Rights under the Violence against Women Act for All Tenants for more information about the RSHA's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

### **Emergency Transfer Timing and Availability**

The RSHA cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. The RSHA will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. The RSHA may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

If the RSHA has no safe and available units for which a tenant who needs an emergency transfer is eligible, the RSHA will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. At the tenant's request, the RSHA will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.



### **Emergency Transfers: Public Housing (RSHA) Program**

If you are a public housing resident and request an emergency transfer as described in this plan, the RSHA will attempt to assist you in moving to a safe unit quickly. The RSHA will make exceptions as required to policies restricting moves.

Emergency transfers for which you are not required to apply for assistance include the following:

- Public housing unit in a different development
- Public housing unit in the same development, if you determine that the unit is safe

At your request, the RSHA will refer you to organizations that may be able to further assist you.

You may also request an emergency transfer to the following programs for which you are required to apply for assistance:

- HCV tenant-based program

Emergency transfers will not take priority over waiting list admissions for these types of assistance. At your request, the RSHA will refer you to organizations that may be able to further assist you.



### **Safety and Security of Tenants**

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe.

Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).

Tenants who have been victims of sexual assault may call the Rape, Abuse, and Incest National Network's National Sexual Assault Hotline at 1-800-656-HOPE, or visit the online hotline at <https://ohl.rainn.org/online/>.

Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

**EXHIBIT 16-4: EMERGENCY TRANSFER REQUEST FOR CERTAIN VICTIMS OF  
DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING,  
FORM HUD-5383**

**EMERGENCY TRANSFER  
REQUEST FOR CERTAIN  
VICTIMS OF DOMESTIC  
VIOLENCE, DATING VIOLENCE,  
SEXUAL ASSAULT, OR STALKING**

**U.S. Department of Housing  
and Urban Development**

OMB Approval No. 2577-0286  
Exp. 06/30/2017

**Purpose of Form:** If you are a victim of domestic violence, dating violence, sexual assault, or stalking, and you are seeking an emergency transfer, you may use this form to request an emergency transfer and certify that you meet the requirements of eligibility for an emergency transfer under the Violence Against Women Act (VAWA). Although the statutory name references women, VAWA rights and protections apply to all victims of domestic violence, dating violence, sexual assault or stalking. Using this form does not necessarily mean that you will receive an emergency transfer. See your housing provider's emergency transfer plan for more information about the availability of emergency transfers.

**The requirements you must meet are:**

**(1) You are a victim of domestic violence, dating violence, sexual assault, or stalking.** If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation. In response, you may submit Form HUD-5382, or any one of the other types of documentation listed on that Form.

**(2) You expressly request the emergency transfer.** Submission of this form confirms that you have expressly requested a transfer. Your housing provider may choose to require that you submit this form, or may accept another written or oral request. Please see your housing provider's emergency transfer plan for more details.

**(3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit.** This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

**OR**

**You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer.** If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you submit this form or otherwise expressly request the transfer.

**Submission of Documentation:** If you have third-party documentation that demonstrates why you are eligible for an emergency transfer, you should submit that documentation to your housing provider if it is safe for you to do so. Examples of third party documentation include, but are not limited to: a letter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom you have sought assistance; a current restraining order; a recent court order or other court records; a law enforcement report or records; communication records from the perpetrator of the violence or family members or friends of the perpetrator of the violence, including emails, voicemails, text messages, and social media posts.



**Confidentiality:** All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking, and concerning your request for an emergency transfer shall be kept confidential. Such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections or an emergency transfer to you. Such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

**TO BE COMPLETED BY OR ON BEHALF OF THE PERSON REQUESTING A TRANSFER**

1. Name of victim requesting an emergency transfer: \_\_\_\_\_

2. Your name (if different from victim's) \_\_\_\_\_

3. Name(s) of other family member(s) listed on the lease: \_\_\_\_\_

4. Name(s) of other family member(s) who would transfer with the victim: \_\_\_\_\_

5. Address of location from which the victim seeks to transfer: \_\_\_\_\_

6. Address or phone number for contacting the victim: \_\_\_\_\_

7. Name of the accused perpetrator (if known and can be safely disclosed): \_\_\_\_\_

8. Relationship of the accused perpetrator to the victim: \_\_\_\_\_

9. Date(s), Time(s) and location(s) of incident(s): \_\_\_\_\_

10. Is the person requesting the transfer a victim of a sexual assault that occurred in the past 90 days on the premises of the property from which the victim is seeking a transfer? If yes, skip question 11. If no, fill out question 11. \_\_\_\_\_

11. Describe why the victim believes they are threatened with imminent harm from further violence if they remain in their current unit.

12. If voluntarily provided, list any third-party documentation you are providing along with this notice: \_\_\_\_\_

This is to certify that the information provided on this form is true and correct to the best of my knowledge, and that the individual named above in Item 1 meets the requirement laid out on this form for an emergency transfer. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature \_\_\_\_\_ Signed on (Date) \_\_\_\_\_

## **EXHIBIT 16-1: SAMPLE NOTICE TO PUBLIC HOUSING APPLICANTS AND TENANTS REGARDING THE VIOLENCE AGAINST WOMEN ACT (VAWA)**

*This sample notice was adapted from a notice prepared by the National Housing Law Project.*

A federal law that went into effect in 2013 protects individuals who are victims of domestic violence, dating violence, sexual assault, or stalking. The name of the law is the Violence against Women Act, or "VAWA." This notice explains your rights under VAWA.

### **Protections for Victims**

If you are eligible for public housing, the housing authority cannot refuse to admit you to the public housing program on the basis that you are a victim of domestic violence, dating violence, sexual assault, or stalking.

If you are the victim of domestic violence, dating violence, sexual assault, or stalking, the housing authority cannot evict you based on acts or threats of violence committed against you. Also, criminal acts directly related to the domestic violence, dating violence, sexual assault, or stalking that are caused by a member of your household or a guest can't be the reason for evicting you if you were the victim of the abuse.

### **Reasons You Can Be Evicted**

The housing authority can still evict you if the housing authority can show there is an *actual and imminent* (immediate) threat to other tenants or housing authority staff if you are not evicted. Also, the housing authority can evict you for serious or repeated lease violations that are not related to the domestic violence, dating violence, sexual assault, or stalking against you. The housing authority cannot hold you to a more demanding set of rules than it applies to tenants who are not victims.

### **Removing the Abuser from the Household**

The housing authority may split the lease to evict a tenant who has committed criminal acts of violence against family members or others, while allowing the victim and other household members to stay in the public housing unit. If the housing authority chooses to remove the abuser, it may not take away the remaining tenants' rights to the unit or otherwise punish the remaining tenants. In removing the abuser from the household, the housing authority must follow federal, state, and local eviction procedures.



## **Proving That You Are a Victim of Domestic Violence, Dating Violence, Sexual Assault, or Stalking**

The housing authority can ask you to prove or “certify” that you are a victim of domestic violence, dating violence, sexual assault, or stalking. It must give you at least 14 business days (i.e., Saturdays, Sundays, and holidays do not count) to provide this proof. The housing authority is free to extend the deadline. There are three ways you can prove that you are a victim:

- Complete the certification form given to you by the housing authority. The form will ask for your name, the name of your abuser, the abuser’s relationship to you, the date, time, and location of the incident of violence, and a description of the violence. You are only required to provide the name of the abuser if it is safe to provide and you know their name.
- Provide a statement from a victim service provider, attorney, mental health professional, or medical professional who has helped you address incidents of domestic violence, dating violence, sexual assault, or stalking. The professional must state that he or she believes that the incidents of abuse are real. Both you and the professional must sign the statement, and both of you must state that you are signing “under penalty of perjury.”
- Provide a police or court record, such as a protective order, or an administrative record.

Additionally, at its discretion, the housing authority can accept a statement or other evidence provided by the applicant or tenant.

If you fail to provide one of these documents within the required time, the housing authority may evict you.

### **Confidentiality**

The housing authority must keep confidential any information you provide about the violence against you, unless:

- You give written permission to the housing authority to release the information.
- The housing authority needs to use the information in an eviction proceeding, such as to evict your abuser.
- A law requires the housing authority to release the information.

If release of the information would put your safety at risk, you should inform the housing authority.

### **VAWA and Other Laws**

VAWA does not limit the housing authority’s duty to honor court orders about access to or control of a public housing unit. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

VAWA does not replace any federal, state, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking.

### For Additional Information

If you have any questions regarding VAWA, please contact \_\_\_\_\_ at \_\_\_\_\_.

For help and advice on escaping an abusive relationship, call the National Domestic Violence Hotline at 1-800-799-SAFE (7233) or 1-800-787-3224 (TTY).

### Definitions

For purposes of determining whether a public housing applicant or tenant may be covered by VAWA, the following list of definitions applies:

VAWA defines *domestic violence* to include felony or misdemeanor crimes of violence committed by any of the following:

- A current or former spouse or intimate partner of the victim
- A person with whom the victim shares a child in common
- A person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner
- A person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies
- Any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction

VAWA defines *dating violence* as violence committed by a person (1) who is or has been in a social relationship of a romantic or intimate nature with the victim AND (2) where the existence of such a relationship shall be determined based on a consideration of the following factors:

- The length of the relationship
- The type of relationship
- The frequency of interaction between the persons involved in the relationship

VAWA defines *sexual assault* as "any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent."

VAWA defines *stalking* as engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for his or her safety or the safety of others, or suffer substantial emotional distress.

*pub 5/30/18*

**HOUSING RESOLUTION 2018- 07**

**A RESOLUTION AUTHORIZING AND DIRECTING CARL R. DEMSHAR JR. ACTING IN HIS CAPACITY AS CHAIRMAN OF THE HOUSING BOARD TO DISCHARGE UNCOLLECTIBLE DEBTS FOR THE ROCK SPRINGS HOUSING AUTHORITY'S PROJECT NUMBER WY006P003.**

**WHEREAS, the Housing Authority of the City of Rock Springs has reported that it has uncollectible accounts receivable outstanding; and**

**WHEREAS, attached hereto are certifications of uncollectible debts, certified by the Chief Administrative Officer of the City and showing the following:**

- a. The name and last known address of the debtor;**
- b. The goods or services for which the debt was incurred;**
- c. The amount of the debt and the date when the debt became due and payable;**
- d. An explanation of what actions have been taken to collect the debt and why the debt has remained unpaid.**

**WHEREAS, under the Housing and Urban Development Act of 1937 and pursuant Financial Management Handbook 7475.1 Rev., collection losses shall continue to be pursued, for the protection of the Government; and**

**WHEREAS, the governing body of the City of Rock Springs, acting in its capacity as the Housing Board, finds it desirable to write off the uncollectible accounts.**

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

**Section 1. The following debtors and debts are hereby discharged and extinguished as an account receivable for the Rock Springs Housing Authority.**

<u>Name of Debtor</u>	<u>Amount of Debt</u>
Baylee Wadsworth	\$271.00
Tiffany Siler	\$288.00
Kelly Lell	\$1827.00
Tera Winward	\$1650.12
Maxine Bowles	\$111.00
Leslie McGuire	\$2107.00
Tiffany Rundle	\$190.00
Tearnny Calhoun	\$1393.51
Lisa Siegel	\$932.00
Michael McArthur	\$818.56
Eveline Ferreria	\$1131.12

Faith Bowker	\$1402.04
Lyric Orneals	\$414.00
Tyler Norton	\$1673.00

Section 2. That the Mayor, acting in his capacity as Chairman of the Housing Board is hereby authorized to discharge the above debts as uncollectible and the City Clerk is hereby authorized and directed to attest said discharge and to attach a certified copy of this resolution to each duplicate original of said discharges.

PASSED AND APPROVED THIS 5th day of June, 2018.

\_\_\_\_\_  
President of the Council

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

RESOLUTION NO. 2018- 88

A RESOLUTION ACCEPTING AND APPROVING A LEASE BETWEEN THE CITY OF ROCK SPRINGS, WYOMING AND THE ESTATE OF ROY P. BOUCVALT BY AND THROUGH WIDEACRE PROPERTIES, LLC, AND AUTHORIZING CARL R. DEMSHAR, JR., AS MAYOR OF THE CITY OF ROCK SPRINGS, WYOMING, AND MATTHEW L. MCBURNETT, AS CITY CLERK OF THE CITY OF ROCK SPRINGS, WYOMING TO EXECUTE SAID LEASE ON BEHALF OF THE CITY.

WHEREAS, the City of Rock Springs, Wyoming wishes to enter into a Lease with the Estate of Roy P. Boucvalt by and through Wideacre Properties, LLC, for the purpose of leasing property at 455 North Front Street, Rock Springs, Wyoming, which premises shall be used for the establishment of a miniature golf course; 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 terms and provisions of the Lease between the City of Rock Springs, Wyoming and the Estate of Roy P. Boucvalt by and through Wideacre Properties, LLC, attached hereto and by this reference made a part hereof, is hereby accepted and approved by the City of Rock Springs, Wyoming.

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
President of the Council

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk



## LEASE

This lease is made this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Rock Springs, Wyoming, a duly formed Wyoming Municipal Corporation, (*hereinafter* Lessee) whose address is: 212 D Street, Rock Springs, Wyoming 82901; and, the Estate of Roy P. Boucvalt by and through Wideacre Properties, LLC, property managers (*hereinafter* Lessor) whose address is: 403 North Front Street, Rock Springs, Wyoming 82901.

Lessor, in consideration of the rent later specified to be paid by Lessee, as well as the covenants and agreements herein contained, does hereby lease to Lessee those certain premises located within the City of Rock Springs, County of Sweetwater, State of Wyoming, and more particularly described as follows:

The undeveloped northern ½ of Block 4, lots 1-3 of the Original Town Plat of the City of Rock Springs, otherwise known as 455 North Front Street, Rock Springs, Sweetwater County, Wyoming, excluding all buildings and existing improvements thereon.

To have and to hold unto the Lessee on the following terms and conditions:

1. TERM: The term of this lease shall be one year, beginning on the 15<sup>th</sup> day of April, 2018 and ending on the 15<sup>th</sup> 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 Lessor or the Lessee exercise their right to terminate this lease pursuant to paragraph 8 of this Lease.
2. RENTAL: Lessee agrees to pay to Lessor 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 15<sup>th</sup> 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 miniature golf course.
4. BUILDINGS AND IMPROVEMENTS: Lessee shall not make any permanent changes, alterations, or improvements, or construct any permanent buildings.
5. REPAIRS AND MAINTENANCE: Lessee shall be responsible for all costs associated with the establishment, maintenance and operation of the miniature golf course, including but not limited to: water sewer, utilities, and insurance. Lessee represents that Lessee has inspected and examined the demised premises and accept them in their present condition, and agree that Lessor 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. Lessee agrees to make any and all improvements and repairs at Lessee' sole cost and expense,

13. ENTRY BY LESSOR: Lessee agrees that Lessor, 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 Lessee' 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, Lessee

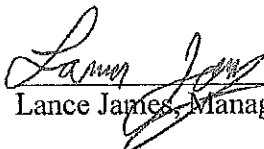
\_\_\_\_\_  
City Clerk

By:

\_\_\_\_\_  
Carl R. Demshar, Mayor

WIDEACRE PROPERTIES, LLC,

By:

  
\_\_\_\_\_  
Lance James, Manager

2/20/18

RESOLUTION NO. 2018- 89

A RESOLUTION ACCEPTING AND APPROVING A CITY OF ROCK SPRINGS HISTORIC TRAIN DEPOT LEASE WITH COAL TRAIN COFFEE, LLC D/B/A COAL TRAIN COFFEE DEPOT, 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 LEASE ON BEHALF OF THE CITY.

WHEREAS, Coal Train Coffee, LLC, d/b/a Coal Train Coffee Depot wishes to enter into a City of Rock Springs Historic Train Depot Lease with the City of Rock Springs, for the use of the Historic Union Pacific Train Depot located at 501 South Main Street in the City of Rock Springs, Wyoming for the purpose of establishing a coffee shop; 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 terms and provisions of the City of Rock Springs Historic Train Depot Lease with Coal Train Coffee, LLC, d/b/a Coal Train Coffee Depot, attached hereto and by this reference made a part hereof, is hereby accepted and approved by the City of Rock Springs, Wyoming.

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
President of the Council

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

**CITY OF ROCK SPRINGS**  
**HISTORIC TRAIN DEPOT LEASE**

LEASE MADE and entered into this \_\_\_\_ day of May, 2018, by and between the City of Rock Springs, 212 D Street, Rock Springs, Wyoming 82901, a Wyoming municipal corporation (hereinafter "City or Lessor"), and Coal Train Coffee, LLC, d/b/a the "Coal Train Coffee Depot," 116 Eden, West Main, Farson, Wyoming 82932 (hereinafter "Lessee").

**WITNESSETH:**

WHEREAS, the City of Rock Springs owns the Historic Union Pacific Train Depot located at 501 South Main Street, Rock Springs, Wyoming; and,

WHEREAS, the City of Rock Springs wishes to lease the Historic Union Pacific Train Depot for the purposes of establishing a coffee shop; and,

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE COVENANTS HEREIN CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:

**1. DEMISE.**

The City, does hereby lease the Historic Train Depot of the City of Rock Springs, Wyoming (hereinafter the "demised premises" or "premises") and does grant a license to operate said premises unto the above named "Lessee" for the term hereinafter set forth. Lessee may use the demised premises for the exclusive purpose of operating a coffee shop, including the sale of alcoholic beverages if licensed therefore.

It is expressly understood and agreed and made a condition to the demise of the leased premises that Lessee shall honor and accommodate all reservations made with the City for the use of the facility through the date of execution of this lease set forth above. In that regard, a listing of scheduled events is attached hereto and incorporated herein by this reference.

**2. TERM.**

This agreement shall commence upon the 1<sup>st</sup> day of June, 2018, and shall expire on the 30<sup>th</sup> day of May, 2019.

**3. PERMITTED USES.**

Lessee shall use and occupy the premises to serve coffee and pastries, and for such other lawful purposes as the City may hereinafter or hereafter authorize from time to time in writing.

**4. RULES OF OPERATION.**

Lessee agrees to abide by the following basic rules of operation:

a) The leased premises shall be maintained as a non-smoking area and Lessee shall not permit smoking thereon.

b) Lessee shall provide quality service at all times and shall attempt to meet seasonal fluctuations in public demand; provided the City is notified of proposed hours of operation in advance and subject to any and all reasonable orders, rules and regulations concerning the conduct, operation and management of the coffee shop.

c) All food prepared on the leased premises shall be served on the leased premises.

**5. FEES.**

Lessee for and in consideration of the granting of this lease and the performance by the City of the covenants and agreements herein provided to be performed by it, hereby covenants and agrees to pay as follows:

Lessee agrees to pay monthly lease payments of One Thousand Five Hundred Seventy Five and No/100 Dollars (\$1,575.00) per month during the term of this lease.

Lessee further agrees to deposit with the City the equivalent of two (2) months lease payments or Three Thousand One Hundred Fifty and No/100 Dollars (\$3,150.00). Said deposit amount shall be used to ensure timely payment of amounts specified herein and such deposit or a portion thereof shall be forfeited to the City in an amount equal to any delinquency.

All payments shall be due and owing on the 1st day of the month. The appropriate monthly lease payment shall be paid promptly and in full by the 10th day of each month in the office of the City Clerk, at the City Hall, 212 D Street, Rock Springs, Wyoming, 82901.

**6. FEES WHEN PREMISES UNTENANTABLE.**

Lessee shall not be obligated to operate the demised premises or to pay the required fees therefore during any time when all of the demised premises shall be untenantable through no fault or negligence of the Lessee, its employees and agents.

In the event the demised premises are partially untenantable through no fault or negligence of Lessee, its employees and agents, the Lessee shall not be obligated to operate such part of the demised premises and the monthly fee shall be proportionately and equitably abated. In the event that the demised premises shall be closed for any period of time by any order or direction of the City of Rock Springs or any other governmental authority or agency, or by any order or direction of any court of competent jurisdiction, the rental fee shall abate for the period of such closing.

**7. RISKS.**

Lessee shall assume all risks incident to or in connection with its business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatever nature or kind to persons or property caused by its operations and shall indemnify, defend and save harmless the City, its authorized agents and representatives, from any penalties for violation of any law, ordinance or regulation affecting its operations, and from any and all claims, suits, losses, damages or injuries to persons or property of whatsoever kind or nature arising directly or indirectly out of the operation of such business, or resulting from the carelessness, negligence or improper conduct of the Lessee or any of its agents or employees, patrons, customers, or invitees.

**8. INDEMNITY INSURANCE.**

Lessee, at its expense, shall keep in force, during the term of this lease, insurance, issued by responsible insurance companies and in form acceptable to the City, for protection of the City and the Lessee against all liabilities, judgments, costs, damages and



expenses which may accrue against, be charged to or recovered from either the Lessee or City, by reason of damage to the property of, injury to or death of any person or persons on account of any matter or thing which may occur on the demised premises, in a policy or policies in the One Million Dollar (\$1,000,000.00) liability insurance policy and One Million Dollar (\$1,000,000.00) liquor liability insurance policy (if applicable) and will name as additional insured parties both the City of Rock Springs and the Lessee.

**9. FIRE INSURANCE.**

Each party hereto shall keep its interest in the demised premises, the buildings in which the demised premises are located and its property located within or about the demised premises, insured at its own expense against fire, extended coverage, and such other risks as it may choose, by policies issued by responsible insurance companies and in form acceptable to the City.

**10. INSURANCE POLICIES.**

The original of all insurance policies required to be carried by Lessee pursuant to this lease shall be submitted to the City on request for its inspection and certificates of such insurance shall be delivered to the City Clerk from time to time as such policies are written, and all such certificates shall contain a provision that the respective insurers will not cancel such insurance coverage required under this lease without first giving twenty (20) days prior written notice to the City. At all times that Lessee is conducting any of its operations hereunder, it shall maintain in full force and effect valid insurance policies of the kind and in the amounts and with the type of companies required by this lease. All insurance policies required to be furnished by Lessee hereunder may be blanket policies covering the demised premises and other properties and premises owned and operated by Lessee.

**11. TAXES, COMPENSATION INSURANCE, LICENSES.**

The Lessee shall pay promptly all taxes and excise license fees of whatever nature, applicable to this operation and take out and keep current all licenses, municipal, state or federal, required for the conduct of the business, and further shall not permit any of said taxes, excise or license fees to become delinquent. Lessee further shall at all times maintain adequate workers' compensation through the Wyoming State Workers' Compensation Fund, and further shall not permit any of said taxes, excise or license fees to become delinquent. Lessee further shall at all times maintain adequate Workers' Compensation through the Wyoming State Workers' Compensation Fund, insuring the payment of compensation for all employees engaged in the operation of said coffee shop. Lessee also shall not permit any mechanic's or materialman's or any other lien to be imposed upon the property hereinabove described or any part or parcel thereof by reason of any work or labor performed or materials furnished by any mechanic or materialman to said premises or upon or regarding said property. The Lessee shall furnish the City, upon request, duplicate receipts or other satisfactory evidence showing the prompt payment of Social Security, Withholding, Sales, Unemployment Compensation and all taxes and fees above referred to and showing that the said Workers' Compensation Contributions and all required licenses are in good standing. The Lessee shall pay

promptly when due, all bills, debts and obligations incurred in connection with the operation of said coffee shop and not permit same to become delinquent and suffer no lien, mortgage, judgment, execution or adjudication in bankruptcy which will in any way impair the rights of the City under this lease.

**12. UTILITIES.**

Lessor shall pay for and provide all utilities.

**13. MAINTENANCE/EQUIPMENT AND REPAIR.**

The City shall, at all times, maintain in good order and repair, all City owned facilities, buildings, equipment, furnishings, furniture and fixtures.

The City shall bear the responsibility at its expense for arranging all necessary inspections and/or testing of all City owned facilities, buildings, equipment, furnishings, furniture and fixtures.

The City and the Lessee shall, at the time of the making of the inventory list specified in Paragraph 21 hereof, identify any items relating to the City owned facilities, buildings, equipment, furnishings, furniture and fixtures which are not in good order and/or require maintenance or repair. Items requiring repair and/or maintenance at the time of the inventory list, but not readily apparent or reasonably discoverable at the time of the making of the list, shall be repaired by the City as soon as practicable following their discovery. The City shall see that any necessary repairs or maintenance is accomplished as soon thereafter as practicable.

Any items determined to be in need of repair within thirty (30) days from the date of opening shall be repaired at the expense of the City.

If a need for repairs is identified after thirty (30) days from the time of opening, Lessee must pay the cost if it is less than Two Hundred Fifty Dollars (\$250.00), pursuant to Paragraph 14 of this agreement.

Provided that, regardless of the cost of repairs, the Lessee shall be responsible to promptly pay for any and all repairs of whatever nature, which may be made necessary by the negligence or misconduct of the Lessee, his agents, employees, patrons, customers, or invitees, and, for any and all repairs of whatever nature or cost necessitated by any vandalism, burglary, attempted burglary, breaking and entering, or any other criminal action committed by any person whomsoever. All maintenance, repairs and equipment replacement at the Lessee's expense will be subject to general inspection by the City to ensure a continuing quality of maintenance and repairs to appearance and physical condition of the demised premises commensurated with maintenance, repairs, health, and safety standards established by the Health Department of the City and State of Wyoming.

Lessee shall be required to clean the grease traps located at the site on a quarterly basis, or more or less frequently as directed by Lessor. Lessee shall give the Director of Public Services for the City of Rock Springs, timely advance notice of cleanings and a representative of the City shall be present and log such cleanings. If Lessee fails or refuses to perform such cleanings or to give such notice, the City may require that such cleanings be performed and that the Lessee be billed for the cost of such cleanings.

#### 14. MAINTENANCE REQUIRED BY CITY.

Except as otherwise provided, and consistent with the provisions set for in Paragraph 13 hereof, the City shall, at all times, maintain in good order and repair, all service facilities owned by it, such facilities being defined as heating, air conditioning, water, gas, electrical, sewage, ventilation, fire protection, sprinkler and similar such systems, excepting minor maintenance thereof and minor repairs thereto costing less than Two Hundred Fifty Dollars (\$250.00), which said minor maintenance and repair shall be the responsibility of the Lessee. In the event that the costs of such maintenance and repair exceeds Two hundred Fifty Dollars (\$250.00), the City shall be responsible for such additional sums, provided that such maintenance or repairs are not occasioned by the negligence or misconduct of the Lessee as set forth in Paragraph 13 herein. In addition, the City shall have the right to improve or replace or alter any and all existing and future service facilities and their tubes, pipes, lines, mains, wires, conduits, and equipment on or about the premises and to enter upon the said premises at all reasonable times, and upon reasonable notice, to make such improvements, replacements, and alterations as may, in the opinion of the City, be deemed necessary or advisable and, from time to time, to construct or install over, on, in or under the premises new such systems and their tubes, pipes, lines, mains, wires, conduits and equipment; PROVIDED HOWEVER, that the same shall be done so as to interfere as little as reasonably possible with the Lessee's operations. Nothing herein contained shall be construed so as to impose upon the City any obligation to improve, replace, or alter said service facilities, nor to impose any liability for doing so or failing to do so.

The Lessee may redecorate the premises as she sees fit, subject to prior written approval of the City. Furnishings, equipment and decorations which, due to ordinary wear and tear, become worn beyond the point of repair or otherwise require replacement, shall be replaced by the City and at the City's discretion. Such furnishings, equipment and decorations as are found by the City, to be obsolete or unnecessary for the efficient operation of the Lessee's business, shall not be replaced by the City. When the City finds it appropriate to replace furnishings, equipment or decorations, the City is free to select any make, model or brand of item which the City feels would be sufficiently adaptable for the purpose for which it is to be used.

All decorations shall be in conformity with the general architectural and design criteria of the premises.

Lessee's obligation hereunder shall include, without limiting the generality of the foregoing, furnishing all necessary custodial, janitorial, and general housekeeping services and materials, such as tools, sanitary supplies, light bulbs, soaps and cleaning compounds, window washing, cleaning of rest rooms, maintaining all areas in the demised premises free of trash, papers, glass, cans, rubbish, or debris and providing suitable containers there for. In the event that said premises shall not be kept by Lessee as herein required, the City may enter said premises (without terminating this lease, or interfering with the Lessee's possession of the demised premises) and may cure the default of the Lessee. Should such event occur, Lessee agrees to pay to the City, in

addition to the fees hereby reserved, all reasonable costs and expenses incurred by the City in curing such default.

**15. OWNERSHIP OF FURNISHINGS AND EQUIPMENT.**

Property of the Lessee and such additional property the Lessee may purchase to replace worn out City equipment and furnishings which are not permanently affixed to the premises shall remain the property of the Lessee. Lessee shall obtain approval of the Mayor before replacing any City property with purchased property.

**16. SALES FIXTURES--VENDING MACHINES.**

The Lessee may install within the area granted in this lease appropriate fixtures in conformance with the décor of the established premises for the sale of gifts, novelties, candy, newspapers and kindred articles and may also install coin-operated pop vending machines, all subject to approval of the City.

**17. OPERATIONS AND PERSONNEL.**

The Lessee shall provide for the public on the demised premises food, drink and service of the highest standard and quality, equivalent in cost to that generally furnished to the public at similar establishments of comparable size, scope and location.

The Lessee shall give personal supervision and direction to the operation of the coffee shop and, when absent, keep competent personnel in charge. Lessee shall employ experienced and courteous help, and outfit them in appropriate and attractive attire.

**18. ADVERTISING AND PROMOTION.**

This lease is conditioned upon the Lessee instituting and continuing throughout the term of this lease, an active, dynamic and pleasing campaign of promotion and advertising. Failure of the Lessee to do so, or failure to accept reasonable suggestions for improvement from the City, shall be grounds for cancellation of this lease by the City.

**19. ASSIGNMENT AND SUBCONTRACTORS.**

The Lessee shall not assign, nor sublet, nor hypothecate nor otherwise encumber any property hereby granted nor subcontract the performance of its obligations hereunder without the prior written consent of the City. In the event the City grants such written consent, the Lessee shall be as fully responsible to the City for the acts and omissions of its assigns and subcontractors and other persons either directly or indirectly associated with or employed by them, as it is for its own acts and omissions. Nothing contained herein shall create any contractual relation between any subcontractor hired by the Lessee and the City, nor shall any subcontractor acquire the status of assignee, sublessee, or sub-licensee under this license, absent the written consent of the City first had and obtained. Should Lessee enter into any agreement with a third party in which Lessee assigns or subcontracts its obligations herein, Lessee must prohibit the third party from entering into any additional assignments or subcontracts.

**20. INVENTORY.**

As soon as practicable, but in any event within thirty (30) days after the execution of this lease, the City and the Lessee, by their respective authorized representatives, shall make and verify a detailed inventory list of all fixtures, equipment and property of the City located in or on the premises included in this lease. At certain times as deemed

necessary by the City, the City and the Lessee, or through their respective authorized representatives, may conduct additional inventories which shall be checked against said detailed inventory list.

#### **21. PATENTS AND TRADEMARKS.**

The Lessee represents that it is the owner of or fully authorized to use any and all services, processes, machines, articles, marks, names or slogans used by it in its operations under or in anywise connected with this lease. The Lessee agrees to save and hold the City, its officers, employees, agents and representatives, free and harmless of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Lessee under or in anywise connected with this lease.

#### **22. SIGNS.**

Lessee shall not attach, affix, or permit to be attached or affixed upon the outside of the demised premises any flags, placards, signs, poles, wires, aerial, antennae, or other devices. Hours of operation must be posted in a location approved by the City and visible to the public. In the event Lessee terminates this lease and relocates its business, Lessee shall be permitted, for a period of thirty (30) days, to post its relocation address on the premises.

#### **23. DEFAULTS.**

In any of the following events the City, at any time hereafter, shall have the right at the City's election immediately to terminate this lease and agreement:

a) Failure to Pay: In the event Lessee shall fail to make payments in the amounts and at the times and in the manner herein provided and such failure shall continue for ten (10) days after written notice thereof shall have been given to Lessee.

b) Violation of Covenant: In the event Lessee shall fail to keep and perform or shall violate the terms, covenants and conditions of this lease and agreement on its part to be kept and performed, and Lessee shall not have cured or corrected such failure or violation within fifteen (15) days after written notice thereof shall have been given to Lessee.

c) Insolvency: If Lessee shall make an assignment for the benefit of creditors, or shall file a petition in bankruptcy or shall be adjudged a bankrupt, or the interest of Lessee under this lease shall be levied upon and sold upon execution or shall be operation of law become vested in another person, firm or corporation because of the insolvency of Lessee, or in the event that a receiver or trustee shall be appointed for Lessee or the interest of Lessee under this lease;

d) Abandonment: In the event Lessee shall vacate or abandon said premises, or shall permit the same to remain vacant or unoccupied without the consent of the City first had and obtained;

e) Impossibility: If continued performance of this agreement is rendered impossible by virtue of acts of God, accidents, weather and conditions arising therefrom, strikes, boycotts, lockouts, and other labor troubles, riot, fire, earthquake, flood, storm,



lightning, epidemic, insurrection, rebellion, revolution, civil war, hostilities, war, the declaration or existence of a national emergency and conditions arising therefrom, the exercise of paramount power by the federal government, either through the taking of the demised premises or the imposition of regulations restricting the conduct of business therein, acts of enemies, sabotage, interference, restriction, limitation, or prevention by legislation, regulation, decree, order or request of any federal, state, county or local government or any instrumentality or agency thereof, including any court of competent jurisdiction, inability to secure labor or adequate supplies or materials, products or merchandise or any other delay or contingency beyond the reasonable control of the City or Lessee.

#### **24. REMEDIES.**

a) Repossession by City: Upon the occurrence of any one or more of the events of default specified in Section 24 hereof Lessee's right to possession of the demised premises shall terminate and Lessee shall surrender possession thereof immediately. In such event, Lessee hereby grants to the City full and free license to enter into and upon said premises, or any part thereof, to take possession thereof with or without process of law, and to expel and remove Lessee or any other person who may be occupying the said premises, or any part thereof, and the City may use such force in and about expelling and removing Lessee and said other person as may reasonably be necessary; and the City may repossess itself of the said premises as of its former estate, but said entry of said premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause forfeiture of fees due by virtue hereof, nor a waiver of any covenant, agreement or promise in said lease contained, to be performed by Lessee. Lessee shall make no claim of any kind against the City, its agents and representatives by reason of such termination or any act incident thereto.

b) Damages: In addition to terminating this lease and agreement the City may sue for and recover all damages and fees accrued or accruing under this lease and agreement or arising out of any breach thereof.

c) Other Remedies: The City may, if it so elects, pursue any other remedies provided by law for the breach of this lease and agreement or any of its terms, covenants, conditions or stipulations. No right or remedy herein conferred upon or reserved to the City is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter existing at law or at equity or by statute.

#### **25. REMOVAL OF PROPERTY.**

Upon termination of this lease for whatever reason the City shall have the right to seize and hold the property of the Lessee until Lessee satisfies any fees, charges, losses, costs, damages and claims due the City hereunder. Any and all such property which may be seized by the City pursuant to the provisions hereof or of law, may be handled, removed, or stored at the sole risk, cost, and expense of the Lessee, and the City shall in no event be responsible for the value, preservation or safekeeping thereof. Lessee shall pay to the City upon demand any and all expenses incurred in the removal of said

property and all storage charges against such property. In the event all such fees, charges, losses, costs, damages and claims due to the City remain unpaid for a period of sixty (60) days from the date of termination, the City shall have the right to convert to its own use the property of the Lessee in its possession or control or to sell same and retain the proceeds thereof for satisfaction of its claims against Lessee.

Upon satisfaction of all such fees, charges, losses, costs, damages and claims due the City, or if none such exist upon termination, the Lessee may remove or take possession of his property, provided that if in removing Lessee's personal property, fixtures, and equipment any damage to the premises results, Lessee will repair same in a proper and satisfactory manner at its own expense.

**26. ACCESS.**

Lessee shall allow the City, its officers, agents or employees the opportunity to inspect the premises, upon reasonable notice to Lessee, for the purpose of examining the same to ascertain if they are in a safe, sanitary and slightly condition and good repair, shall provide access to the premises to make repairs, renewals or restorations to the extent required to be made by the City under other sections of this lease and shall make the premises available to the City for the purpose of exhibiting the same to prospective tenants. The City shall use reasonable efforts to notify the Lessee of its intent to examine the premises, need to make repairs or desire to inspect the premises with prospective tenants.

**27. WAIVER OF DEFAULT.**

The acceptance of fees by the City whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof, or the giving or making of any notice or demand, whether according to any statutory provision or not, or any act or series of acts except an express waiver in writing, shall not be construed as a waiver of the City's right to act or of any other right hereby given the City, or as an election not to proceed under the provisions of this lease. The failure of either party to claim or assert any breach, default or failure of any condition under this lease agreement shall not be construed as a waiver of any such future default, breach of failure unless such term or condition shall have been waived in writing by said party.

**28. ADDRESSES.**

In every case where, under the provisions of this lease, it shall be necessary or desirable for the Lessee to give or to serve upon the City any notice or demand, it shall be sufficient to send a written or printed copy of said notice or demand by registered mail, postage prepaid, addressed as follows:

City Clerk,  
City of Rock Springs,  
212 "D" Street,  
Rock Springs, Wyoming 82901.

**29. MISCELLANEOUS.**

It is mutually understood and agreed that nothing contained in this lease is intended to, or shall be construed, as, in anywise creating or establishing the relationship

of co-partners or joint ventures between the parties hereto or as constituting the Lessee as the agent or representative of the City for any purpose or in any manner whatsoever.

**30. INUREMENT.**

This instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, loyal representatives and assigns. This paragraph shall not be deemed to authorize Lessee to make an assignment of its interest herein except as hereinabove expressly provided for.

**31. DESCRIPTIVE HEADINGS FOR CONVENIENCE ONLY.**

The descriptive headings appearing upon this instrument are for convenience only, and are not to be construed either as a part of the terms and conditions hereof, or as any interpretation thereof.

**32. SEVERABILITY.**

Any word, line, sentence, paragraph, terms or provision of this lease found to be in any manner unlawful or invalid shall not invalidate this instrument. Any unlawful or invalid word, line, sentence, paragraph, term or provision shall be deemed separate and apart from the rest of this agreement and stricken herefrom. All remaining words, lines, sentences, paragraphs, terms and provisions shall remain in full force and effect as though the stricken portion has never appeared herein.

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be signed in duplicate originals the date and year first above written.

CITY OF ROCK SPRINGS

By: \_\_\_\_\_

Mayor

Attest:

\_\_\_\_\_  
City Clerk

*Denise Webster*

Denise Webster, Owner, Coal Train Coffee,  
LLC

2018  
5/20/18

RESOLUTION NO. 2018-90

A RESOLUTION ACCEPTING AND APPROVING A UTILITY CART RENTAL AGREEMENT BETWEEN NINE IRON GRILL, INC. AND 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, TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY.

WHEREAS, the City of Rock Springs wishes to enter into a Utility Cart Rental Agreement with Nine Iron Grill, Inc. for providing beverages to patrons of the White Mountain Golf Course; and,

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

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

Section 1. That the terms and provisions of the Utility Cart Rental Agreement with Nine Iron Grill, 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 said City be, and he is hereby, authorized, empowered and directed to execute and confirm said agreement on behalf of said City; and that the City Clerk of said City, be and he is hereby, authorized and directed to attach to said agreement a certified copy of this resolution.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
President of the Council

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

## UTILITY CART RENTAL AGREEMENT

RENTAL AGREEMENT MADE this \_\_\_\_ day of \_\_\_\_\_, 2018,  
by and between the City of Rock Springs, a municipal corporation in the State of  
Wyoming (hereinafter "City") and Nine Iron Grill, Inc., (hereinafter "Concessionaire").

WHEREAS, Concessionaire is responsible for providing beverages to patrons of  
the White Mountain Golf Course; and,

WHEREAS, service of the entire golf course requires the use of a utility cart; and,

WHEREAS, the City is in possession of a 2001 Toro Workman utility cart that is  
suitable for such a purpose; and,

WHEREAS, Concessionaire wishes to rent said utility cart from City.

NOW, THEREFORE, in support of their mutual covenants and in exchange for  
valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as  
follows:

### 1. RENT

The City, for and in consideration of Two Hundred Fifty Dollars (250.00) per  
month, due and payable on the 7<sup>th</sup> day of each month, does hereby agree to rent a 2001  
Toro Workman utility cart to Concessionaire for the purpose of delivering beverages and  
concessions to patrons of the White Mountain Golf Course. Concessionaire may use the  
White Mountain Golf Course for the exclusive purpose of operating the utility cart,  
containing alcoholic beverages, which may travel to various locations on said golf course.

### 2. TERM

This agreement shall commence upon the 7<sup>th</sup> day of June, 2018 and shall continue  
until the end of the 2018 golf season, subject to the right of either party to terminate this



rental agreement by providing written notice to the other party no fewer than ten (10) days prior to terminating this agreement.

### 3. REPAIRS AND MAINTENANCE

a. Concessionaire, at its own expense, shall be responsible for all needed repairs caused directly by their misuse (if any); unanticipated repairs (at no fault of the Concessionaire) and regular service (interval) maintenance of the 2001 Toro Utility Cart during the term for which the cart is rented will be the responsibility of the City. Furthermore, Concessionaire shall maintain said cart in a good, clean working condition and return it to the City in substantially the same condition as when it was initially rented, notwithstanding normal wear and tear.

b. In the event the utility cart requires repair, Concessionaire shall immediately notify the Golf Course Superintendent and obtain his consent before proceeding.

c. Concessionaire shall check the oil, fuel, tires, and general condition of the cart on a daily basis.

### 4. LIABILITY

Concessionaire agrees to assume all risks incident to or in connection with its operation of the utility cart and shall be solely responsible for all accidents or injuries of whatever nature or kind to persons or property caused by its operation, and Concessionaire shall indemnify, defend and save harmless the City, its authorized agents and representatives, from any penalties for violation of any law, ordinance or regulation affecting its operations, and from any and all claims, suits, losses, damages or injuries to persons or property of whatsoever kind or nature arising directly or indirectly out of the

operation of the utility cart, or resulting from the carelessness, negligence or improper conduct of the Concessionaire or any of its agents or employees, patrons, customers, or invitees. Only trained employees of the Concessionaire shall be allowed to operate the utility cart and the golf cart shall not leave the golf course.

## 5. INSURANCE

a. Concessionaire, at its expense, shall keep in force, during the term of this rental agreement, insurance, issued by responsible insurance companies and in a form and amount acceptable to the City, for protection of the City and the Concessionaire against all liabilities, judgments, costs, damages and expenses which may accrue against, be charged to or recovered from either the Concessionaire or City, by reason of damage to the property of, injury to or death of any person or persons on account of any matter or thing which may occur as the result of the Concessionaire's operation of the utility cart, in a policy or policies and will name as additional insured parties both the City of Rock Springs and the Concessionaire.

b. The original of the insurance policy required to be carried by Concessionaire pursuant to this Agreement shall be submitted to the City on request at all reasonable hours for its inspection and a certificate of such insurance shall be delivered to the City Clerk from time to time as such policy is written, and all such certificates shall contain a provision that the respective insurers will not cancel such insurance coverage required under this lease without first giving twenty (20) days prior written notice to the City.

## 6. DEFAULT

In any of the following events the City, at any time hereafter, shall have the right at the City's election immediately to terminate this agreement:

- a. Failure to pay rent when due.
- b. Violation of this Rental Agreement: In the event Concessionaire shall fail to keep and perform or shall violate the terms, covenants and conditions of this agreement on its part to be kept and performed, and Concessionaire shall not have cured or corrected such failure or violation within five (5) days after written notice thereof shall have been given to Concessionaire.

#### 7. REMEDIES

Upon the occurrence of any one of the events of default specified in Paragraph 6 hereof, Concessionaire's right to possession of the utility cart shall cease and Concessionaire shall surrender possession thereof immediately. In such event, Concessionaire hereby grants to the City full and free license to take possession thereof with or without process of law Concessionaire shall make no claim of any kind against the City, its agents and representatives by reason of such termination or any act incident thereto.

#### 9. SEVERABILITY

Any word, line, sentence, paragraph, terms or provision of this rental agreement found to be in any manner unlawful or invalid shall not invalidate this instrument. Any unlawful or invalid word, line, sentence, paragraph, term or provision shall be deemed separate and apart from the rest of this agreement and stricken herefrom. All remaining words, lines sentences, paragraphs, terms and provisions shall remain in full force and effect as though the stricken portions has never appeared herein.

10. ENTIRE AGREEMENT

This rental agreement encompasses the entire agreement of the parties with respect to the rental of the utility cart and the parties are not relying on any oral representations or other agreements outside the four corners of this document.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the date and year first above written.

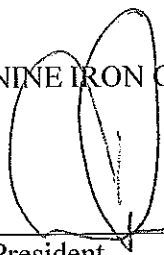
CITY OF ROCK SPRINGS

By: \_\_\_\_\_  
Mayor

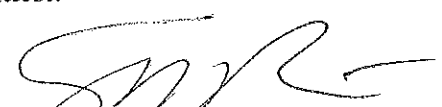
Attest:

\_\_\_\_\_  
City Clerk

NINE IRON GRILL, INC.

By:  \_\_\_\_\_  
President

Attest:

  
\_\_\_\_\_  
Secretary

RESOLUTION NO. 2018-91

A RESOLUTION ACCEPTING, APPROVING AND ADOPTING THE CITY OF ROCK SPRINGS PROCUREMENT POLICY, AND AUTHORIZING CARL R. DEMSHAR, JR., AS THE MAYOR OF THE CITY OF ROCK SPRINGS, TO EXECUTE SAID POLICY ON BEHALF OF THE CITY.

WHEREAS, the City of Rock Springs wishes to adopt the City of Rock Springs Procurement Policy, to ensure that there is a responsible and uniform purchasing process for the City of Rock Springs; and,

WHEREAS, the Governing Body of the City of Rock Springs has said Procurement Policy 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 City of Rock Springs Procurement Policy, attached hereto and by this reference made a part hereof, is hereby accepted, approved and adopted by the Governing Body of the City of Rock Springs, Wyoming.

Section 2. That the City Clerk be, and he is hereby, authorized and directed to attach a certified copy of this Resolution to each duplicate original of said Procurement Policy.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
President of the Council

Attest:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk





# City of Rock Springs Procurement Policy

## Table of Contents

Purpose.....	3
Conflicts of interest.....	3
Definitions.....	4
Procedures.....	7

**Purpose:**

The purpose of this procurement policy is to ensure that there is a responsible and uniform purchasing process for the City of Rock Springs (the "City"). To ensure that all persons and/or firms involved in purchasing by the City are treated in a fair and equitable manner; to ensure that supplies, services, and construction bids are procured in an efficient, effective and economical manner. To promote competition in contracting; to provide safeguards in order to maintain a procurement system of quality and integrity; and to ensure that the City's purchasing actions are in full compliance with all Federal, State and Local regulations.

The cooperation of all employees is essential to maximize the economic benefit of materials, equipment, and services that are purchased by the City.

This policy does not answer all questions relating to purchasing, but it does provide the foundation needed for a sound procurement policy. This material may be revised occasionally, as needed, due to changes that occur in other City policies and/or State and Federal law.

This policy is effective immediately upon approval from the Governing body, and supersedes all previous purchasing and procurement policies, instructions, and/or directives.

**Conflicts of Interest:**

No employee, officer, Council member, or agent of the City shall participate directly or indirectly in the selection, award, or administration of any contract if a conflict of interest, either real or perceived, would be involved. For purposes of this policy, the following circumstances shall be deemed to create conflicts of interest:

(i) A Contract or Transaction between the City and a Responsible Person or Family Member.

(ii) A Contract or Transaction between the City and an entity in which a Responsible Person or Family Member has a Material Financial Interest or of which such person is a director, officer, agent, partner, associate, trustee, personal representative, receiver, guardian, custodian, conservator, or other legal representative.

This type of conflict would be when one of the persons listed below has a financial or any other type of interest in a firm competing for the award:

- A. An employee, officer, Council member, or agent involved in making the award;
- B. His/her relative (including father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister);
- C. His/her partner; or
- D. An organization which employs or is negotiating to employ, or has an arrangement concerning prospective employment of any of the above.

**Gratuities, Kickbacks, and Use of Confidential Information:** No officer, employee, Board member, or agent of the City shall ask for nor accept gratuities, favors, or items of more than \$25.00 in value from any contractor, potential contractor, or party to any subcontract; and shall not knowingly use confidential information for actual or anticipated personal gain.

**Definitions:**

**"Architectural and Engineering Services"** are defined as:

(A) Professional services of an architectural or engineering nature, as defined by state law, if applicable, that are required to be performed or approved by a person licensed, registered, or certified to provide the services described in this paragraph;

(B) Professional services of an architectural or engineering nature performed by contract that are associated with research, planning, development, design, construction, alteration, or repair of real property; and

(C) Other professional services of an architectural or engineering nature, or incidental services, which members of the architectural and engineering professions (and individuals in their employ) may logically or justifiably perform, including studies, investigations, surveying and mapping, tests, evaluations, consultations, comprehensive planning, program management, conceptual designs, plans and specifications, value engineering, construction phase services, soils engineering, drawing reviews, preparation of operating and maintenance manuals, and other related services.

**"Blanket Company"** is defined as:

A company that has been approved by the Finance and Administration department to accept "Field Orders" for purchases through a purchasing agreement rather than going through the requisition and purchase order process.

**"Consultant"** is defined as:

Engineering firms, architectural firms, surveying firms, and other firms or individuals engaged in providing consulting or other professional services.

**"Contract"** is defined as:

An agreement with specific terms between two or more persons or entities in which there is a promise to do something in return for a valuable benefit known as consideration.

A resolution and approval from the Mayor and Governing Body must be obtained prior to the contract being valid and the Mayor is the only authorized signer for contracts. Furthermore, all contracts for public improvements must meet statutory requirements listed in Wyoming State Statutes § 15-1-113.

**"Credit Card Purchase"** is defined as:

A purchases made and charged to a City credit card, these types of purchases should be infrequent and used exclusively for travel related expenses, unless prior written approval is obtained from the Department Head and Director of Finance and Administration. Normal purchasing procedures should apply when using a City credit card. Under no circumstances shall a City credit card be used for personal purchases, even if those purchases are to be reimbursed later by the employee. Please refer to the City's travel policy for further information.

**"Competitive Proposal"** is defined as:

Proposal conducted in which more than one source is submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. These are generally used when conditions are not appropriate for the use of sealed bids. Additionally David-Bacon Act requirements apply to contractors and subcontractors performing on federally funded or federally assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. It is the responsibility of the purchaser to determine if the proposal is subject to any other Federal regulation or related acts.

**"Emergency Purchase"** is defined as:

The event of a sudden or unexpected emergency where it is imperative that immediate action be taken to prevent serious damage to health, welfare and/or safety of the public.

**"Federal Purchase"** is defined as:

Purchases using Federal funds, these types of purchases must comply with the City's policies and procedures, in addition Federal grant awards and/or contracts may impose stricter requirements that must also be followed.

It is expected that employees will be aware of applicable restrictions and acknowledge that all purchases made with Federal funds are in full compliance with the respective grant award and/or contract requirements. Additionally all purchases made with Federal funds require that the purchaser be aware of what is allowable and not allowable in accordance with the respective grant award and/or contract.

In some situations, the Federal requirements pertaining to purchasing methods are more restrictive than the State of Wyoming, or City's requirements. In other situations, the state requirements are more restrictive than the federal requirements. Therefore, when determining the method that must be used in a particular purchasing situation, the more restrictive method or requirement must be used in each case.

**"Field Order"** is defined as:

A document that is to be used for purchases from blanket companies instead of a requisition or purchase order. This document is numbered and is an authorization for purchase. It is expected that the white copy of the field order will be given to the vendor, the pink copies will be provided to the Accounts Payable clerk with the corresponding invoice, and the gold copy is kept by the department that utilized the field order for future reference. The field order details should include: the vendor, department, budget number, item description, and amount of purchase. Additionally all field orders must have two (2) authorized signatures

**"Medium Purchase"** is defined as:

All purchases between \$15,000.00 and \$34,999.99.

**"Micro-Purchase"** is defined as:

All purchases less than \$2,999.99.

**"New Vehicle"** is defined as:

Any motor vehicle that has had no previous owner and is still covered by the manufacturer's warranty.

**"Procurement"** and/or **"Purchase"** is defined as:

Any acquisition of materials, supplies, or other products or services by the City in exchange for funds.

**"Professional Services"** is defined as:

An intangible product that a contractor or product vendor sells to help a customer manage a specific part of their business. Because professional service providers have specialized



knowledge and skill and usually require a license, certification, or registration. Due to the niche areas of interest, such as engineering, law, marketing or accounting, they allow the customer to focus on core business concerns. Unlike a consultant, who may only be responsible for providing advice, a professional service provider may also be responsible for the end result.

**"Purchase Order"** is defined as:

A document that authorizes the purchase of goods or services and must have two (2) authorized signatures. Purchase orders and all supporting documentation are required to be submitted to the Accounts Payable clerk no later than the Wednesday directly proceeding each Council meeting.

**"Qualified lowest bidder"** is defined as:

The bidder who is deemed responsible and qualified to perform work, offering the lowest total bid.

**"Quote"** is defined as:

Something obtained from a vendor which indicates the cost of the item, this may be in writing or verbal depending on the cost of the item. If the vendor requires a signature on the quote, the Department Head may sign a quote for purchases up to \$14,999.99. For quotes greater than the above, a resolution and approval from the Mayor and Governing Body must be obtained.

**"Requisitions"** is defined as:

A request to purchase goods or services. All requisitions must include all supporting document as an attachment. Appropriate supporting documentation should include price quotes from vendors, sole source documentation (if applicable), and documentation supporting the necessity of the items being requisitioned. When at all possible requisitions must be entered and approved prior to purchase.

**"Sealed Bid"** is defined as:

A required process for all public improvement projects greater than \$35,000.00; or the purchase of any new automobile.

**"Small Purchase"** is defined as:

All purchases between \$3,000.00 and \$14,999.99

**"Sole Source Purchase"** is defined as:

A situation that occurs when there is only one (1) vendor who can provide the product or service or a particular brand is required for compatibility or repair. This is permissible only if a required good or service is available from a single supplier. To determine that a sole source situation exists, the purchaser and/or department must research and provide proof that the vendor is truly a sole source provider for the necessary good or service. This documentation must be attached to the requisition. Additionally the Department Head and Director of Finance and Administration must approve all sole source purchases prior to the order being placed

**"Vendor"** is defined as:

A person or company offering something for sale. To add a new vendor, a W-9 form completed by the company/individual should be provided to the Accounts Payable clerk. If the vendor requires that a credit application be completed, then the application must be sent to the Department of Finance and Administration for processing.

**Federal funds used for purchases regardless of the dollar amount and must comply with the Federal Procurement Standards and meet the procurement requirements specific to those individual sponsor award terms and conditions.**

**Procedures:**

**Procurement of Goods and Services up to \$2,999.99 (Micro-Purchase)**

The maximum threshold for a micro-purchase is \$2,999.99. These purchases are made without soliciting competitive quotations. However to be fiscally responsible, the purchaser should obtain price information from an adequate number of qualified sources, prior to the purchase. The Federal Procurement Standard require that to the extent practical micro-purchases must be distributed equitably among qualified suppliers.

**Blanket Company:** No formal quotes are required for a micro-purchase from a blanket company. However to be fiscally responsible, purchaser should obtain price information from an adequate number of qualified sources, prior to the purchase. The Federal Procurement Standard require that to the extent practical micro-purchases must be distributed equitably among qualified suppliers.

**Procurement of Goods and Services from \$3,000.00-\$14,999.99 (Small Purchase)**

For small purchases, price or rate quotes must be obtained and attached to the requisition. For all small purchases, at least two (2), preferably three (3) quotes will be obtained. These quotes may be in a verbal or written format. It is the policy of the City to support local purchasing and, in practice, give proper consideration to local vendors for all purchasing opportunities.

**Blanket Company:** No formal quotes are required for a small purchase from a blanket company. However to be fiscally responsible, purchaser should obtain price information from an adequate number of qualified sources, prior to the purchase

**Procurement of Goods and Services from \$15,000.00-\$34,999.99 (Medium Purchase)**

For medium purchases, price or rate quotes must be obtained and attached to the requisition. For all medium purchases, at least two (2), preferably three (3) quotes will be obtained. These quotes must be in writing. It is the policy of the City to support local purchasing and, in practice, give proper consideration to local vendors for all purchasing opportunities.

**Procurement of Goods and Services over \$35,000.00 (Sealed Bid)**

For public improvement projects greater than \$35,000, or the purchase of any new automobile, sealed bids are required. Price is a major factor under this option. Bids must be public and formally solicited and a firm fixed contract (lump sum or unit price) awarded to the responsible bidder whose bid, conforming to all the material terms and conditions for the Bid Specifications, is the lowest price. Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids. Any or all bids may be rejected if there is a sound documented reason.

**Pre-Bid Advertising Requirements:** Advertisements must meet statutory requirements listed in Wyoming State Statutes § 15-1-113 (b), § 16-6-106, § 16-6-116

**Post-Bid Advertising Requirements:** Advertisements must meet statutory requirements listed in Wyoming State Statutes § 15-1-113 (b), § 16-6-106, § 16-6-116

### **Procedure for Procurement of Consulting Services and Procedure for Competitive Proposals**

If Federal grant funds are being used to make the purchase, requests for proposals must be publicized, and all evaluation factors must be identified in the publication as well as their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical; Proposals must be solicited from an adequate number of qualified sources. The selection process will be governed by the applicable Wyoming State Statutes. All contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and may use competitive proposal procedures for qualifications based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of professional services.

### **Procedure for Procurement by Noncompetitive Proposals**

Procurement through solicitation of a proposal from only one source may be used only when one or more of the following circumstances apply:

- 1) The item is available only from a single source;
- 2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- 3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
- 4) After solicitation of a number of sources, competition is determined inadequate.

**When any of the above procedures are used for purchases, careful consideration of current Wyoming State Statutes, the Code of Federal Regulations and any grant requirements must be researched to ensure compliance with all regulations and laws that are applicable.**

RESOLUTION NO. 2018- 92

A RESOLUTION ACCEPTING AND APPROVING AMENDMENT ONE TO THE COOPERATIVE AGREEMENT BETWEEN WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY AND THE CITY OF ROCK SPRINGS, AND AUTHORIZING CARL R. DEMSHAR, JR., AS MAYOR OF THE CITY OF ROCK SPRINGS, WYOMING, TO EXECUTE SAID AMENDMENT ONE ON BEHALF OF SAID CITY.

WHEREAS, a Cooperative Agreement between Wyoming Department of Environmental Quality and the City of Rock Springs to implement the project entitled "Bitter Creek Reconstruction Plan and Design" in the amount of \$177,369.72, was accepted and approved by Resolution 2016-151 on December 20, 2016; and,

WHEREAS, Wyoming Department of Environmental Quality has submitted Amendment One to the Cooperative Agreement increasing the total Agreement dollar amount by \$322,903.50, to extend the term of the Agreement through June 30, 2020, to amend the recipient contact information, and to amend the responsibilities of the recipient; and,

WHEREAS, the Governing Body of the City of Rock Springs has said Amendment One 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 Amendment One to the Cooperative Agreement Between Wyoming Department of Environmental Quality and the City of Rock Springs, attached hereto and by this reference specifically made a part hereof, is hereby accepted and approved by the Governing Body of said City.

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
President of the Council

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

2018  
5/31/18

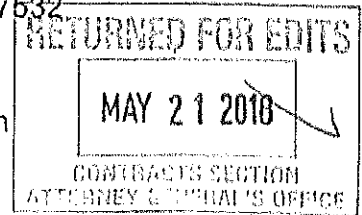
**Contract # 00181981**

Email: DEQ-Admin-Contracts@wyo.gov Agency: Environmental Quality, Dept. of  
First Name: Jennifer Mickle Sub Agency:  
Last Name: 200 W. 17th St 4th Floor Phone: (307) 777-7532

**Contract**

**Contract Description:** AML - Bitter Creek Reconstruction Plan & Design

**Contract Type:** Amendment  
**Date Due:** 2018-06-17  
**Status:** Acknowledged by Attorney  
**Assigned Attorney:** Maggie Schwartz



**WYOMING ATTORNEY  
GENERAL'S OFFICE**

**Milestones**

**Submitted:**  
HSS 2018-05-18 06:28:51

**MAY 29 2018**

**Last Updated:**  
lvalde 2018-05-18 11:48:22

**Margaret A. R. Schwartz  
APPROVED AS TO FORM**

**Closed:**

**Contract Amount:** 500273.22 **Return Via:** Inter-Agency Mail  
**# Signatures Needed:** 2 **Original Contract #:**  
**Contract With:** City of Rock Springs

**Other Contract Info:** Dale Vanlandingham 777-1947

**Client Comments:** Please RUSH as there is a limited time frame for them to complete this work.

**IT Contract Information Only**

**RFP #:** **OCIO Contract #:**  
**Bid Process:** **OCIO Contact:**  
**IT Amendment?:** **OCIO Approval Date:**



**AMENDMENT ONE TO THE COOPERATIVE AGREEMENT BETWEEN  
WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY  
AND  
CITY OF ROCK SPRINGS**

1. **Parties.** This Amendment is made and entered into by and between the Wyoming Department of Environmental Quality (Agency), whose address is: 200 West 17<sup>th</sup> Street, Cheyenne, Wyoming 82002 and City of Rock Springs (Recipient), whose address is: 212 D Street, Rock Springs, Wyoming 82901.
2. **Purpose of Amendment.** This Amendment shall constitute the first amendment to the Agreement between the Agency and the Recipient. The purpose of this Amendment is to: a) increase the total Agreement dollar amount by three hundred twenty-two thousand, nine hundred three dollars and fifty cents (\$322,903.50) to five hundred thousand, two hundred seventy-three dollars and twenty-two cents (\$500,273.22); b) extend the term of the Agreement through June 30, 2020; c) amend the recipient contact information; and d) amend the responsibilities of the Recipient.

The original Agreement, dated December 27, 2016, required the Recipient to implement the project entitled "Bitter Creek Reconstruction Plan and Design", to stabilize a portion of Bitter Creek in an area subject to erosion for a total Agreement amount of one hundred seventy-seven thousand, three hundred sixty-nine dollars and seventy-two cents (\$177,369.72) with an expiration date of June 30, 2018.

3. **Term of the Amendment.** This Amendment shall commence on the date the last required signature is affixed hereto (Effective Date), and shall remain in full force and effect through the term of the Agreement, as amended, unless terminated at an earlier date pursuant to the provisions of the Agreement, or pursuant to federal or state statute, rule, or regulation.
4. **Amendments.**

A. Section 4A of the original Agreement is hereby amended to read as follows:

"Total Project Cost under this Agreement shall not exceed five hundred thousand, two hundred seventy-three dollars and forty-two cents (\$500,273.42) unless sooner modified by written amendment to this Agreement."

B. The second sentence of Section 4B of the original Agreement is hereby amended to read as follows:

"The total reimbursement under this Agreement shall no exceed five hundred thousand, two hundred seventy-three dollars and forty-two cents (\$500,273.42) or one hundred percent (100%) of the total project cost, whichever is less."

- C. The second sentence of Section 3 of the original Agreement is hereby amended to read as follows:

"The term of this Agreement is from December 27, 2016 through June 30, 2020."

- D. Section 8P of the original Agreement is hereby amended to read as follows:

"Notices. All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail, facsimile, e-mail or delivery in person at the address(es) provided under this Agreement. Notice provided by facsimile or e-mail shall be delivered as follows:

Agency: Marcia Murdock, Marcia.murdock@wyo.gov, fax: 307-332-7726, address: 510 Meadowview Drive, Lander, Wyoming, 82520

Recipient: Paul Kauchich, paul\_kauchich@rswy.net, fax: 307-352-1545, address: 212 D Street, Rock Springs, Wyoming 82901"

5. **Amended Responsibilities of the Recipient.**

- A. As of the Effective Date of this Amendment, Attachment A, Scope of Work, which was attached to the original Agreement, is superseded and replaced by Attachment D, Scope of Work, which is attached to this Amendment and incorporated into the original Agreement by this reference. All references to "Attachment A" in the original Agreement, and in any amendments thereto, are amended to read: "Attachment D".

6. **Amended Responsibilities of the Agency.**

Responsibilities of the Agency have not changed.

7. **Special Provisions.**

- A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Agreement, and any previous amendments, between the Agency and the Recipient, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.
- B. **Counterparts.** This Amendment may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Amendment. Delivery by the Recipient of an originally signed counterpart of this Amendment by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

8. **General Provisions.**

- A. Entirety of Agreement.** The original Agreement, consisting of thirteen (13) pages; Attachment A, Scope of Work, consisting of six (6) pages; Attachment B, Reimbursement Request Form, consisting on one (1) page; Attachment C, Federal Funding Accountability and Transparency Act Recipient Discloses Form, consisting of one (1) page; this Amendment One, consisting of four (4) pages; and Attachment D, Scope of Work, consisting of seven (7) pages, represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.**

9. **Signatures.** The parties to this Amendment, through their duly authorized representatives, have executed this Amendment on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment.

This Amendment is not binding on either party until approved by A&I Procurement and the Governor of the State of Wyoming or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).

**AGENCY:**  
WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY

\_\_\_\_\_  
Todd Parfitt, Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
G. Alan Edwards, Deputy Director/AML Administrator

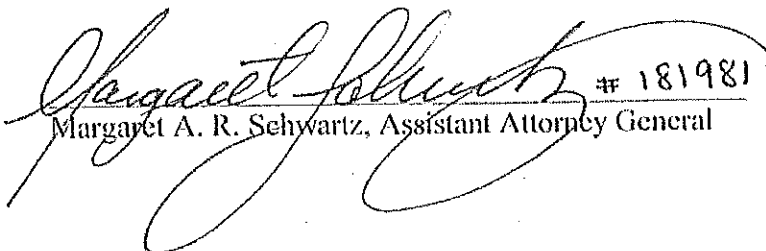
\_\_\_\_\_  
Date

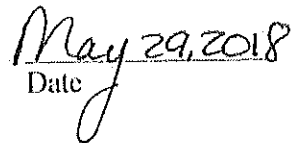
**RECIPIENT:**  
CITY OF ROCK SPRINGS

\_\_\_\_\_  
Carl Demshar, Mayor

\_\_\_\_\_  
Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

  
Margaret A. R. Schwartz, Assistant Attorney General # 181981

  
Date

**Attachment D  
Scope of Work  
Bitter Creek Reconstruction Plan & Design**

**Program Narrative**

***Objectives and Need for Assistance***

**Overall Bitter Creek Project**

*The following narrative is from the "Bitter Creek Reconstruction and Design Concept Report for Segment 2-4", Landmark Design, November 30, 2012.*

The purpose of the Bitter Creek Reconstruction and Design Project is to increase the conveyance of the existing channel so it can successfully pass a 100-year flood event, and to remove several hundred acres of land in Rock Springs from the flood plain. An additional benefit of the project will provide a pleasing and attractive creek corridor. The following reports were developed through a DEQ Abandoned Mine Land funding grant to develop stream flow mitigation for the Bitter Creek reach that exists through the City of Rock Springs Boundaries.

The project is further documented in the following, which should serve as additional reference.

- "Bitter Creek Reclamation Plan and Design: A Master Plan for the Reclamation and Development of the Bitter Creek Drainage through Downtown Rock Springs, Wyoming", December 14, 2007.
- "Final Environmental Assessment, Rock Springs Bitter Creek Clean-Up Project", Landmark Design Inc., September 2009.
- "Addendum to Final Environmental Assessment, Rock Springs Bitter Creek Clean-up Project", Landmark Design Inc., 2011.
- "City of Rock springs Bitter Creek Reconstruction Project Wetland Mitigation Plan", Hansen Allen & Luce Inc., December 16, 2012, prepared for the Army Corps of Engineers.

The project consists of four segments of Bitter Creek through Rock Springs. A complete package of construction documents have been prepared for Segment 1, Segments 2-4 are at the 25% design level which provides design detail and decision-making sufficient to provide reasonable opinions of probable cost and to understand the complexities of each project segment. An Army Corps of Engineers permit was obtained for the entire Bitter Creek design and was renewed early in 2016 for an additional five years.



In general, each segment includes the following:

- Reconstructed channel using a variety of construction options to control a 100-year flood event.
- Maintenance access is provided by a roadway that may also serve as a pedestrian trail in certain locations. The maintenance/access is interrupted in places because of space and property restrictions, and on occasion utilizes a concrete lined channel where space limits construction.
- Pedestrians and bicycles can use the maintenance access road as a trail where possible; where it is not possible, alternative connections have been shown to existing trails.
- Walls are typically sheet pile of weathering steel which in some locations requires tie-backs or other structural support, as well as cathodic protection. Concrete walls are necessary in some locations.
- Property impacts have been limited as much as possible
- It is the intent to restore, recreate and revegetate disturbed wetland areas as per the Corps of Engineers Wetland Mitigation Plan, and to contour, grade, and vegetate transition and upland areas with native plants.

### ***Immediate Needs***

#### **1. Bitter Creek Erosion 2015 Flooding**

The City of Rock Springs was affected by severe and intense flooding during the week of July 6, 2015. During this week the drainages in and around the Rock Springs area received high level of flood waters with the Killpecker Creek overtopping its banks upstream and directly above the confluence of Bitter Creek (Figure 1). The Killpecker again flooded in May of 2016.

Flooding from the 2015 incident created a large area of erosion in the Bitter Creek Banks (Figure 2). This area is in Segment 3 of the preliminary design. This erosion area is in a steep part of the Bitter Creek area just upstream of its confluence with Killpecker Creek. The confluence of the two creeks is in the vicinity of a major City of Rock Springs 18" Sewer Trunk line (Figure 2). The concern of the City of Rock Springs is that this sewer line may be compromised if another large flooding event occurs in the Bitter Creek Drainage and the existing eroded area gives way and compromises the City's sewer line.

The principal objective of the project would be to determine the construction solution for protecting the City of Rock Springs sewer line. Failure of this sewer line in the proximity of the Bitter Creek/Killpecker Drainage and would cause an immediate environmental concern if failure occurred. This could happen the next time the Bitter Creek has a major flood event. Flooding has occurred the last two summers within the Rock Springs drainages.

The subordinate objective of the grant is to implement a small part of the Bitter Creek Reconstruction and Design. As discussed above this report was developed in November 2012 through a DEQ Abandoned Mine Land funding grant to develop stream flow mitigation for the Bitter Creek reach that exists through the City of Rock Springs Boundaries. This preliminary reconstruction and design report outlined the modifications to the existing Bitter Creek stream bed to pass the 100 year flooding event and to take several existing developed properties out of the Bitter Creek flood plain.

More importantly the report preliminarily outlines the mitigation method to stabilize the Bitter Creek in the area of concern near the Pacific Steel property. The preliminary design for the Bitter Creek stabilization is sheet piling. The City of Rock Springs shall use the funding provided to assist with the development of construction plans for bank stabilization in this area, and then to assist with the construction of the sheet piling to:

1. Protect the existing City of Rock Spring's sewer line; and,
2. To stabilize the bank of the Bitter Creek in this area (Figure 3).

This project will also allow the City to make progress on the overall Bitter Creek Reconstruction and Design, thus allowing us to keep active the existing Corps of Engineers permit that was issued for the entire Bitter Creek Reconstruction in 2009 and extended for another five years in 2016.

***Results and Benefits Expected:***

The results will include the stabilization of the Bitter Creek in an area that has seen severe erosion in the last few years. The benefit is that along with progressing with the Bitter Creek Reconstruction plan it will also protect a major City of Rock Springs sewer trunk line. Land acquisition will not be required, as this will allow Rock Springs to maintain their sewer line since they have an easement for this sewer across the Pacific Steel property.

***Approach***

The City of Rock Springs will have a three phase approach to develop the project

1. Preliminary Design – Started July 12, 2016
  - a. The City of Rock Springs has retained Hansen Allen Luce, the original hydrologist designers/engineer for the Bitter Creek Study to perform preliminary design for this area incorporating their original design for bank stabilization. This preliminary design includes geotechnical analysis for slope stabilization, surveying for boundary and ownership determination and hydrologic analysis, hydrologic and hydraulic analysis on the Bitter Creek and Killpecker Creek in this area.

b. The results of this study will include:

- i. Data Collection
- ii. Field Reconnaissance
- iii. Surveying
- iv. Geotechnical Investigation
- v. Preliminary Bitter Creek bank stability analysis
- vi. Flow Data and Design flows including diurnal hydrograph
- vii. Permitting including COE, UP, DEQ, EPA, FEMA and others as needed
- viii. Develop a final Master Plan for the sewer trunkline protection.

c. Preliminary design report completion is expected in December of 2016.

2. Final Design

The City of Rock Springs will develop a final design for the bank armament and scour. The plan will follow the original COE permit for the Bitter Creek, with bank stabilization and grading. The goal is to have a final design completed by April of 2017. Preliminary design on the Bitter Creek in this section requires driven sheet piling and cathodic protection. Time is of the essence, since the sewer line that is in need of protection could be compromised the next time a major flood occurs in the Bitter Creek Basin.

3. Construction

- a. Construction of Final Design will occur late summer/early fall of 2017 depending on funding.
  - b. Flows in the Bitter Creek will also be a critical factor to dictate when construction can occur.
4. Funding for this project will be critical to meet the required timeline. Construction is preferred to occur in late summer early fall due to low flows on the Bitter Creek.
5. Effectiveness of this project will be measured in constructability of the embankment/durability of the embankment and the cost effectiveness of the embankment. It is also desirable to follow the original preliminary plan for the Bitter Creek, so when the overall Bitter Creek improvement project is complete, it follows the original design intent.
6. The project is located at Latitude 41° 35' 27.7" N Longitude 109° 13' 36.4" W (State Plane Coordinates Wyoming West Central North 397,858 feet and East 1,838,085 feet).

7. Funds remaining after completion of items 1-6 above shall be applied to the design, construction and construction management of the Bitter Creek Reconstruction Plan & Design, Segments 2-4.



Figure 1.

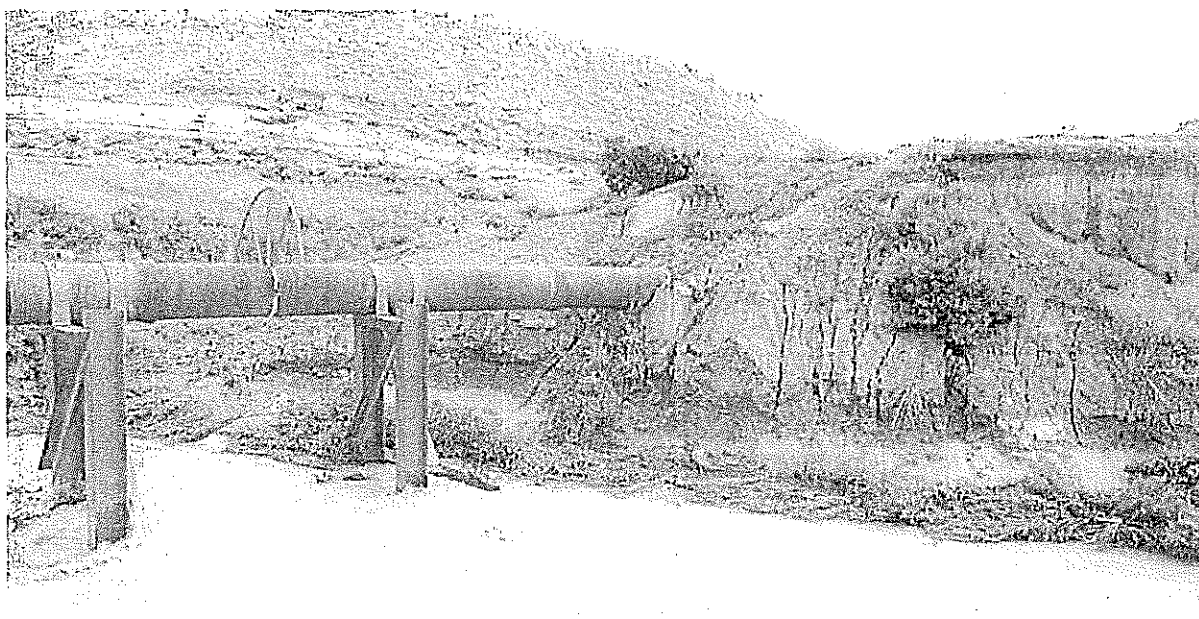


Figure 2.

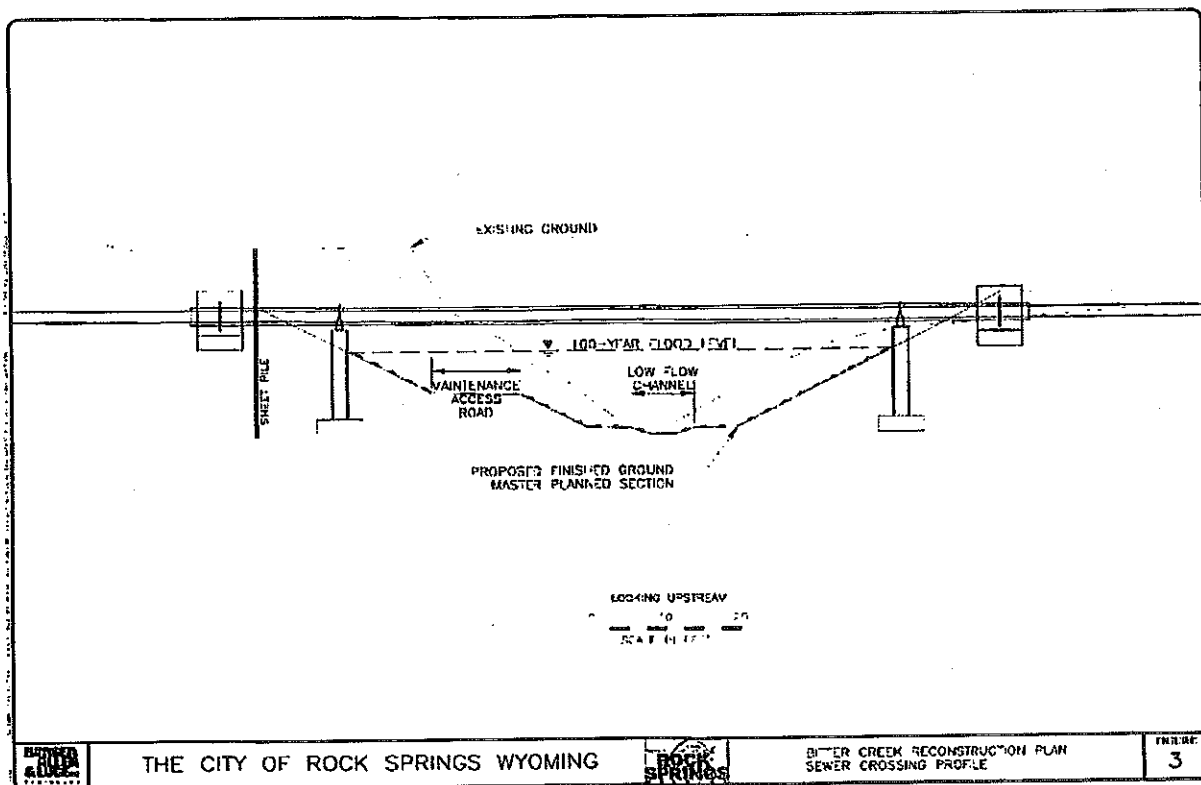


Figure 3

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK





*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 and they shall have no further force or effect when the last position of employment governed by said policies is filled by hiring or promotion following adoption of the revised policies.

2. That certain document dated January, ~~1984~~ February, 2018, entitled "Personnel Policies and Procedures of the City of Rock Springs, Revised" 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 ~~ordinance~~ resolution ordinance.

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

## Table of Contents

ARTICLE I - ADMINISTRATION .....	4
Section 101. Purpose and Scope. ....	4
Section 102. Department Heads and Department Rules. ....	4
<del>Section 103. At Will .....</del>	<del>5</del>
ARTICLE II - TYPES OF EMPLOYMENT .....	6
Section 201. Official Employee. ....	6
Section 202. Appointed Employee. ....	6
Section 203. Full-time Employee. ....	7
Section 204. Part-time Employee. ....	7
Section 205. Temporary Employee. ....	7
ARTICLE III - EMPLOYMENT PROCEDURES .....	7
Section 301. Equal Employment Opportunity. ....	7
Section 302. People with Disabilities and Requests for Accommodation. ....	8
Section 303. Policy Prohibiting Retaliation. ....	10
Section 304. Complaint Procedure for Retaliation. ....	11
Section 305. Selection of Employees. ....	11
Section 306. Testing. ....	14
Section 307. Residency Requirements. ....	14
Section 308. Nepotism. ....	15
Section 309. Termination of Employment .....	16
Section 310. Reduction of Force. ....	18
Section 311. Layoff Procedure. ....	18
Section 312. Panels. ....	19
ARTICLE IV - PERSONNEL RECORDS .....	19
Section 401. Location and Maintenance. ....	19
ARTICLE V - CLASSIFICATION .....	20
Section 501. Purpose. ....	20

Section 502. Position Specifications.....	21
Section 503. Administration of the Classification Plan. ....	22
ARTICLE VI - PAY PLAN AND PAY ADMINISTRATION.....	22
Section 601. Salary Plan. ....	22
Section 602. Original Rate of Pay. ....	23
Section 603. Reclassification Rate, Appointment Into Higher Salary Range and Demotions. ....	23
Section 604. Pay Advancement.....	24
Section 605. Special Assignment Pay. ....	25
Section 606. Schedules; Hours of Work; Overtime Hours.....	25
Section 607. Timekeeping and Payroll. ....	27
ARTICLE VII – INTRODUCTORY PERIODS, PROBATION AND PERFORMANCE APPRAISAL.....	28
Section 701. General. ....	28
Section 702. Introductory Periods and Probation.....	28
ARTICLE VIII - LEAVE AND FRINGE BENEFIT REGULATIONS .....	30
Section 801. General Attendance Regulations.....	30
Section 802. Holidays. ....	30
Section 803. Vacation.....	31
Section 804. Sick Leave.....	33
Section 805. Leave of Absence Without Pay. ....	38
Section 806. Funeral Leave.....	38
Section 807. Jury Duty/Court Leave. ....	39
Section 808. Voting Leave.....	39
Section 809. Military Leave. ....	40
Section 810. Education Leave and Reimbursement.....	41
Section 811. Employee Dress and Clothing Allowance. ....	42
Section 812. Workplace Injury Leave. ....	43
Section 813. Travel Policy.....	44
Section 814. Incentive Based Physical Fitness Program.....	45
Section 815. Other Benefits.....	45
Section 816. Family and Medical Leave.....	46



ARTICLE IX - CONDUCT AND DISCIPLINE .....	58
Section 901. Conduct, Outside Employment, Privileged.....	58
Information and Political Activities. ....	58
Section 902. Use of City Technology. ....	60
Section 903. Personal Cell Phone Use .....	62
Section 904. Vehicle Usage .....	62
Section 905. Purpose of Disciplinary Action, Examples of Offenses. ....	64
Section 906. Disciplinary Actions.....	66
Section 907. Drugs and Alcohol.....	68
Section 908. Policy Prohibiting Harassment.....	72

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 unless specifically stated, 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) Any employee who is eligible to retire under one of the State's retirement systems and who wishes to apply for another job within the city that is covered under a different retirement plan shall only be given equal consideration. Employees of the City, covered by Civil Service and eligible for retirement in that system, are not eligible to apply for or be hired into other positions in the City (non-Civil Service positions) until they have formally retired from the Civil Service position and have waited for a minimum of six (6) months from the date of retirement.

d) 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. Full-time vacancies for any position not within the bargaining unit shall be posted both inside and outside the organization as determined by the recruiting strategy developed by the Director of Human Resources in conjunction with the Department Head.

3. 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.

43. 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.

ed) 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.

ef) 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.

fg) 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.

~~gh) Elected officials of the City of Rock Springs are not eligible to apply or to be hired for any position within the City until they have left office for a minimum of six months thirty (30) days. 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 a direct supervisor or chain of command relationship with a family member.
- ~~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).

~~As of (insert policy adoption date here), existing employees in existing relationships that contradict this policy will have 12 months to become compliant.~~

~~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.~~

~~3.1. All other employees are expected to give at least two (2) weeks' notice.~~

~~4.2. 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).~~

5-3. 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 just cause. For fire and police employees, Civil Service Rules will be followed.

The termination process shall be as follows:

1. When action is being considered by a Department Head to terminate employment of an individual, the Department Head must first review and receive approval from the Director of Human Resources, Mayor and Legal Counsel.
2. Once the decision has been made to terminate employment, the Department Head, Director of Human Resources, or another appropriate individual meets with the employee to discuss the termination. The employee is given a written letter regarding the termination action. The employee is given information regarding his/her grievance rights if union employee, benefits, continuation rights, if appropriate, and any other necessary information.
3. As part of the termination process, a determination is made as to whether the employee is "ineligible for re-hire." The supervisor is to note the reason for dismissal and ineligibility for re-hire clearly on the personnel action form.

- c. Human Resources Department Role. The Human Resources Department attempts to contact each employee whose employment has ended to:

1. Explain the employee's rights to continue benefits, when applicable;
2. Obtain the forwarding address of the employee, or other demographic information; and
3. Provide any other appropriate information.
4. As appropriate, the Human Resources Department will attempt to contact each employee to conduct an exit interview to obtain the employee's suggestions regarding the working environment at the City.

- d. Department Head Role. The Department Head will contact the Human Resources Department when a resignation has been received or prior to the determination of termination. For

each employee whose employment has ended, the employee's supervisor attempts to meet with the employee to arrange to collect name badge, keys, credit cards, equipment, city cell phone, or any other City property on the last day of employment.

- e. Date of Termination. The date of termination shall usually be deemed as the last day the employee actually worked.
- f. Benefits. All benefits shall end as of the date of termination with the exception of health, dental, and life insurance coverage that ends at the end of the month during which the termination occurs.
- g. Final Paycheck. For all terminations, the final paycheck will be available with the next regular payroll check. The final paycheck includes all wages earned by the employee through the last day worked and all accrued, but unpaid, benefits if applicable. Deductions from the final paycheck will be made for any educational costs and contact obligation not completed as per signed agreement with the City and the Employee.

#### **Section 310. Reduction of Force.**

In all cases where the working force is to be reduced, employees with the greatest seniority shall be retained provided that the Mayor and Department Head agree they have the ability to perform available work and when all other things are equal.

#### **Section 311. Layoff Procedure.**

In all cases where the working force is to be reduced, City representatives shall meet with the employees and any union representatives at least 24 hours in advance and review the available jobs and the individuals to be laid off or retained.

Within five (5) days after an employee is notified that he or she is to be laid off, he or she must fill out a City of Rock Springs Panel Form and submit it to the City. On this form the Employee shall list; (1) his or her years of service with the City; (2) the jobs he or she is able to perform and for which he or she wishes to be recalled.

### **Section 312. Panels.**

Employees who are idle because of a layoff or reduction in work force and wish to be recalled shall be placed on a panel, from which the employees may be returned to employment as outlined in Section 305. A panel member shall be considered pursuant to the provisions of these policies, for every job which the employee has listed on their layoff form as one to which the employee wishes to be recalled. An Employee shall be permitted to update and upgrade the layoff form at any time.

The City shall be custodian of the panel records. All panel records shall be made available to any union representing any bargaining unit of employees. The laid-off bargaining unit employee shall keep the City and the Local Union informed of any change of address and/or telephone number where the employee may be regularly reached. Notice, required by Section 305, to the last known address of the laid-off Employee by certified mail shall be sufficient notice of recall. Copies of the Notice shall be made available to any union representing any bargaining unit of employees. The employee so notified may either accept or reject the job which is available; but if the employee rejects a job which the employee has listed as one to which the employee wishes to be recalled or fails to respond within five (5) working days after receipt of such notice, the 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 502. 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 503. 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 makes 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 in accordance with departmental policy. ~~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. Part-time employees employed before (insert policy adoption date), shall be entitled to such holidays with pay as occur during such employment, on a pro-rated basis, but shall not be entitled to any floating holiday pay. ~~Part-time employees employed before (insert policy adoption date), shall be entitled to such holidays with pay as occur during such employment, but shall not be entitled to any floating holiday pay.~~ (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

Part-time employees employed before (insert policy adoption date), shall be entitled to vacation calculated on a pro-rated basis.

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 816 ~~817~~. (Ord. No. 94-08, 3-15-94).

g) Part-time employees employed before (insert policy adoption date), shall receive sick leave benefits on a pro-rata basis.

h) 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, domestic partner, 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 member's 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 personal gift, gratuity, favor, entertainment, loan or any item with a cash value exceeding \$25.00~~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~~media. 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~~media 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 906. 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, i~~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 907. 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 908. 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- 08

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 April 11, 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:

Amendment 1. That Section 13-809.D of the Ordinances of the City of Rock Springs be amended by adding the following sub-section as follows:

- 13-809.D. Permitted Accessory Uses  
(3) Dining Decks, in accordance with the provisions of Section 13-819 of this Ordinance

Amendment 2. That a new Section 13-819 be created to read as follows:

13-819. Dining Decks

A. Purpose

The purpose of this section is to establish requirements and guidelines for restaurants in the B-3 Zone that wish to add dining decks as an accessory use to their existing restaurant.

B. Definitions

Dining Deck: means a platform(s) operated by an existing restaurant or food establishment which sells food, beverages or alcoholic beverages for immediate consumption, subject to design guidelines established herein, located on the abutting parking spaces in front of the establishment for patrons and other persons. The dining deck can only be accessed from the sidewalk.

C. Application

An application for Dining Deck approval shall follow the submittal and review process as a Minor Site Plan in accordance with Section 13-904. Information required under D. General



Provisions of this Section shall be included. The site plan shall be stamped by a Wyoming Licensed Professional Engineer. Due to City Street Right-of-Way involved, a Lease Agreement with the City of Rock Springs must also be submitted.

D. General Provisions

- (1) **Size:** Dining deck area shall be limited to the linear street frontage of the restaurant. The encroachment of the proposed decks into the street will not exceed 9 feet from the curb. The dining deck shall be situated in a manner to provide safe vehicle movement for the adjacent street parking spaces. The encroachment of the proposed decks into the sidewalk shall be minimized to provide a minimum of 6 feet clearance between the deck and the building. The dining deck shall not be more than 4 feet above the sidewalk level.
- (2) **Application:** A dining deck application shall be valid for one (1) year
- (3) **Material:** Street dining decks may be built of wood platforms and shall have a solid base. The design of the base shall complement the style of the building. The dining deck shall have a perimeter railing, barrier, or similar structure which shall provide protection and enclosure for the dining deck. The railing or barrier shall be determined by the City on a case by case basis.
- (4) **Drainage:** Design of the dining deck and its skirting shall not interfere with existing drainage and shall allow storm water to run adjacent to the curb unobstructed. A drainage plan must be provided and stamped by a Wyoming Licensed Professional Engineer.
- (5) **Utilities:** Location of all utilities shall be shown on the Site Plan. Dining decks shall not be placed on top of manholes, water valves, or storm drains. Access to utilities including fire hydrants shall not be hindered by the dining deck.
- (6) **Street:** Bonding shall be included under the Lease Agreement for potential damage to the infrastructure (pavement, sidewalk, curb/gutter, etc)
- (7) **Umbrellas:** Umbrellas are allowed but are prohibited from extending beyond the dining area.
- (8) **Duration:** Dining decks are permitted from May 1<sup>st</sup> and shall terminate on October 30<sup>th</sup>, each year, and must be completely removed by November 7.
- (9) **Licensing:** The applicant shall adhere to applicable City and State licensing ordinances including alcoholic beverage permits.
- (10) **Alcoholic Beverages:** All alcoholic beverages to be served on the dining deck shall be prepared within the restaurant and shall only be served to patrons seated at tables on the dining deck
- (11) **Food Service:** all food to be served on the dining deck shall be prepared by the restaurant
- (12) **Maintenance:** the maintenance of the dining deck shall be the responsibility of the establishment including but not limited to, surface treatment and cleaning, litter control, sweeping, and snow and ice removal. The sidewalk and public property shall be kept neat and clean at all times and free from any substance that may cause damage to the sidewalk or public property or cause pedestrian injury.
- (13) **Storage:** All equipment and other associated materials must be removed and stored on private property during the off season.

E. Review and Approval

The Dining Deck Application shall be reviewed as a Minor Site Plan under Section 13-904.  
Final Approval shall be by the City Council along with a Lease of City Street Right-of-Way.

PASSED AND APPROVED this \_\_\_\_\_ of \_\_\_\_\_, 2018.

\_\_\_\_\_  
President of the Council

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

1<sup>st</sup> Reading \_\_\_\_\_

2<sup>nd</sup> Reading \_\_\_\_\_

3<sup>rd</sup> Reading \_\_\_\_\_



## Planning & Zoning Commission Staff Report

**Project Name:** Dining Decks in B-3 Zoning District Language Amendment  
**Project Number:** PZ-18-00028  
**Report Date:** March 8, 2018  
**Meeting Date:** April 11, 2018

### Applicant

City of Rock Springs

### Property Owner

N/A

### Project Location

N/A

### Zoning

B-3

### Public Notification

- Public Hearing Notice Printed  
2/24/18 – Rocket Miner

### Previous P&Z Action

None

### Ordinance References

13-809 D.(3)  
13-819 (new)

### Staff Representative

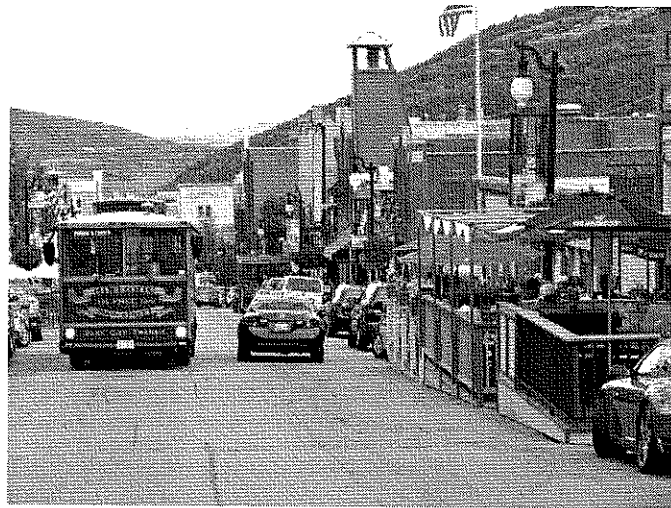
Steve Horton, City Planner

### Attachments

- Application
- Proposed language for Ordinance Amendment
- Public Notice
- Utility Review Comments

### Request

Petition for amendment regarding the B-3 Zone District to add "Dining Decks" as a Permitted Accessory Use and to establish a new section 13-819 Dining Decks regulations.



### Background

The City of Rock Springs has the opportunity to add a unique outdoor dining experience in the Downtown B-3 Business District. A relatively new concept called "Dining Decks" utilizes street parking adjacent to restaurants in the downtown central business district. Typically, a restaurant with frontage on a street in downtown would have the ability to apply for a Dining Deck. The way this works is an application would be made for a portion of the abutting parking spaces. A deck with side railing and umbrellas would be constructed for a designated width and length on the adjacent parking spaces. Approval would be by the City Council due to a lease of the public street right-of-way. The City Council would establish the season for dining decks to be in place, typically from May 1 to October 31.

The nearest example is Main Street in Park City. Communities in Colorado have a similar version utilizing sidewalk space. Salt Lake City restaurants in the downtown provide outside dining done mainly on private property. The goal is to bring patrons downtown and provide a choice of either inside or outside dining.

### Analysis

Over the past several years, the City has made great progress with the downtown. Building improvements have been made and the URA has made positive improvements in downtown. Activities are promoted in the downtown along with the Farmers Market which is extremely successful. This creates a positive vibe. The downtown is a fun place to be. Creating an opportunity for restaurants to use the streetscape for customers to dine will bring more people downtown. Restaurants can take advantage of summer and early fall weather for patrons to enjoy outside dining with friends and family.

**Project Name:**  
Language Amendment

**Project #:**  
PZ-18-00028

**Utility Review Comments**

Utility Review Comments are attached.

**Public Hearing Notification**

A Public Hearing Notice was duly published in the Rock Springs Rocket Miner on March 24, 2018

**Public Comment**

Staff will advise the Commission of any further comments received at the meeting.

**Staff & Planning and Zoning Commission Recommendation**

City Planner Steve Horton recommended approval for the Zoning Ordinance Amendment for Dining Decks subject to changes recommended by the Planning & Zoning. It was moved by Commissioner Jackman and seconded by Commissioner Lozier to recommend approval of the Zoning Ordinance Language Amendments for Dining Decks subject to changes recommended by the Commission. 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 2-19-18 File Number: PZ-18-00028  
Payment Information:  
Amount Received: N/A Received by: Steve Horton  
Cash or Check Number: N/A Receipt Number: N/A  
Date Certified as Complete Application: 2-19-18 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: City of Rock Springs  
Mailing Address: 212 D Street  
Rock Springs, WY 82935  
Email Address: \_\_\_\_\_  
Phone Number: 307-352-1540 Fax Number: \_\_\_\_\_  
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](http://www.rswy.net)):  
13-809.D.
- Proposed Amendment (attached a separate sheet if necessary):  
To allow dining decks in the B-3 zone as an Accessory Use, establish new Section 13-819
- Describe the need for and purpose of the Proposed Amendment:  
Allow outside dining in the B-3 District

### 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 2-19-18

Signature of Petitioner \_\_\_\_\_

Date \_\_\_\_\_

(If the petition includes multiple petitioners, all petitioners must sign the application. Attach a separate sheet if necessary.)



Proposed Development: Zoning Ordinance Language Amendment – Dining Decks  
Utility Review Meeting: March 6, 2018

**Utility Review Committee Comments:**

**City of Rock Springs Engineering Department (Meghan Jackson)**

1. Streets within the City of Rock Springs are constructed for vehicle transportation. Allowing dining decks into the street ROW, necessitates additional requirements for pedestrian/vehicle safety, drainage conveyance, and damage to the public infrastructure.
2. Safety:
  - a. Dining Decks shall have traffic barriers, such as concrete barriers (i.e. jersey barriers), surrounding the perimeter of the deck and install tapers with end treatments, to keep vehicles from impacting structure(s). Additional parking stalls are required for barrier configuration. A plan of the barrier configuration shall be in accordance with the AASHTO Roadside Design Guide and stamped by a licensed Wyoming professional engineer, and submitted to the City Engineer Department for approval. Installation and removal of barriers will be the responsibility of the dining deck private owner.
  - b. Dining decks pose sight restrictions for vehicles entering the roadway or parking. Elimination of parking stalls near the deck is required to provide enough distance for vehicles to move safely.
  - c. Dining decks and barriers shall only extend out into public ROW the width of a parallel parking stall ( approximately nine (9) feet.
3. Drainage/Utilities
  - a. A drainage plan shall be submitted to the City Engineering Department for approval. Drainage plan shall be stamped by a Wyoming licensed professional engineer. Drainage shall not be impeded by the dining deck. Any flooded or structure damage due to drainage, will be the responsibility of the private dining deck owner.
  - b. Dining decks shall not be placed on top of manholes, water valves, storm drains, etc. When the plan for the deck is submitted, location of all utilities shall be shown. Enough room shall be given for maintenance and if emergency work is required, decks may be removed by the City at the expense of the dining deck private owner.
4. Street:
  - a. Bonding shall included under the lease agreement for potential damage to the infrastructure (pavement, sidewalk, curb/gutter, etc) during the use of the dining deck. Re-stripping of all parking stalls that were covered by the deck will be required by the dining deck private owner.
  - b. Not all B-3 zoned locations can accommodate dining decks (Dewer Drive) therefore, specified streets, i.e. Broadway, South Main, etc, shall be identified as streets where dining decks could be utilized.
5. Design and construction in accordance with City of Rock Springs Ordinances.



City of Rock Springs Water Department (Clint Zambai)

1. Must maintain access to public sewers for routine and emergency maintenance
2. Grease interceptors access should be maintained for maintenance/inspection

City of Rock Springs Building Inspections Department (Jeff Tuttle)

All, please find attached codes that will need to be adhered to for the proposed ordinance for outside temporary decks. In addition to the code sections I would wonder how electrical would be installed if evening lighting was wanted and also would light weight decking materials be secured to the asphalt without damaging to make sure it would not blow away during a high wind event.

City of Rock Springs Fire Department (David Rhodes)

The sprinkler question would only come up if they decide to put a roof (pergola, awning, etc) over the seating area. Then the normal triggers for sprinklers would apply.

I was speaking with Jeff Tuttle and Matt Bider earlier and they stated that they (businesses) may be looking at outdoor seating on the sidewalk adjacent to the building but rather in the right-of-way. If this is true then sprinkler triggers would be moot since nothing would be attached to an existing building. Then the only concerns we would have is with portable heaters, etc.

I would be happy to walk the areas we are talking about approving this for voicing any concerns I might have. One business that might be impacted is the Bitter Creek Brewing. Since they are non-conforming currently, by adding covered seating outside they may trigger the need for sprinklers. But that discussion would best be handled with Jeff involved with this discussion.

See attached for Fire Dept concerns. We are not opposed to outdoor dining. We must ensure it is safe and code compliant on a case-by-case basis

  
\_\_\_\_\_  
Stephen A. Horton, AICP, City Planner

3-8-18  
Date

ORDINANCE NO. 2018- 09

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 April 11, 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 13-810.D. by inserting a new sub-section (4) to read as follows:

- (4) Above ground outside storage tank(s) of flammable and combustible liquids not to exceed 6,000 gallons in totality, subject to review and approval in accordance with Section 13-904 as a Major Site Plan, and subject to the separation distances set forth below, and compliance with all codes and requirements of the City of Rock Springs:
- (a) Distance from any property line abutting a Non-Residential Zone District: 20 feet
  - (b) Distance from any property line abutting a Residential Zone District: 45 feet
  - (c) Distance to any Residence or Occupied Building on the same lot: 15 feet
  - (d) Distance from an energized conductor and equipment: 25 feet

PASSED AND APPROVED this \_\_\_\_\_ of \_\_\_\_\_, 2018.

\_\_\_\_\_  
President of the Council

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

1<sup>st</sup> Reading \_\_\_\_\_

2<sup>nd</sup> Reading \_\_\_\_\_

3<sup>rd</sup> Reading \_\_\_\_\_



## **Planning & Zoning Commission Staff Report**

**Project Name:** I-1 Above Ground Storage of Flammable & Combustible Liquids

**Project Number:** PZ-18-00034

**Report Date:** April 3, 2018

**Meeting Date:** April 11, 2018

### **Applicant**

DeBernardi Construction Company

### **Property Owner**

N/A

### **Project Location**

N/A

### **Zoning**

I-1

### **Public Notification**

- Public Hearing Notice Printed  
3/24/18 – Rocket Miner

### **Previous P&Z Action**

None

### **Ordinance References**

13-810 D.

### **Staff Representative**

Steve Horton, City Planner

### **Attachments**

- Application
- Proposed language for Ordinance Amendment
- Public Notice
- Utility Review Comments

### **Request**

Petition for Zoning Ordinance Language Amendment to allow above ground storage of flammable and combustible liquids as an accessory use in the I-1 Zone District, not to exceed 6,000 gallons in totality.

### **Background**

The Rock Springs Zoning Ordinance permits above ground storage of flammable and combustible liquids only in the I-2 Zone District. There is no stated limit as to the amount of above ground storage in I-2.

Above ground storage of flammable and combustible liquids is not permitted in the I-1 Zone District.

### **Analysis**

The petitioner, DeBernardi Construction, is requesting an amendment to allow above ground storage in an I-1 Zone District with a limit not to exceed 6,000 gallons in totality.

This request was reviewed by the Utility Review Committee. Codes adopted and enforced by the Building Inspections Department and the Fire Department regulate above ground storage of flammable and combustible liquids. Rocky Mountain Power also enforces codes regarding above ground storage of flammable and combustible liquids.

Basic guidelines for above ground storage of up to 6,000 gallons of flammable and combustible liquids were determined by the Utility Review Committee. These guidelines are listed as follows:

Amend Section 13-810.D. by inserting a new sub-section (4) to read as follows which will permit up to 6,000 gallons of flammable and combustible liquids in the I-1 Zone District:

- (4) Above ground outside storage tank(s) of flammable and combustible liquids not to exceed 6,000 gallons in totality, subject to review and approval in accordance with Section 13-904 as a Major Site Plan, and subject to the separation distances set forth below, and compliance with all codes and requirements of the City of Rock Springs:
- (a) Distance from any property line abutting a Non-Residential Zone District: 20 feet
  - (b) Distance from any property line abutting a Residential Zone District: 45 feet
  - (c) Distance to any Residence or Occupied Building on the same lot: 15 feet
  - (d) Distance from an energized conductor and equipment: 25 feet

**Project Name:**  
Language Amendment

**Project #:**  
PZ-18-00034

**Utility Review Comments**

Utility Review Comments are attached.

**Public Hearing Notification**

A Public Hearing Notice was duly published in the Rock Springs Rocket Miner on March 24, 2018

**Public Comment**

Staff will advise the Commission of any further comments received at the meeting.

**Staff & Planning and Zoning Commission Recommendation**

City Planner Steve Horton recommended approval for the Zoning Ordinance Amendment for I-1 Above Ground Storage of Flammable and Combustible Liquids not to exceed 6,000 gallons, subject to proposed regulations and review as a Major Site Plan. It was moved by Commissioner Shaw and seconded by Commissioner Erickson to recommend approval of the Zoning Ordinance Language Amendment as proposed. 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 2-27-2018

File Number: P2-18-00034

Payment Information:

Amount Received: \$200.00

Received by: Steve Horton

Cash or Check Number: 31233

Receipt Number: R-2018-02-28-01044

Date Certified as Complete Application: 2-28-2018

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: DeBernardi Construction Company Inc

Mailing Address: 514 G Street

Rock Springs, WY 82901

Email Address: meunoffice@dccwy.com

Phone Number: 307-382-8034 Fax Number: 307-382-8070

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](http://www.rswy.net)):  
Article 13-B Section 13-B10D
- Proposed Amendment (attached a separate sheet if necessary):  
to allow above ground storage of flammable and combustible liquids as an accessory use in the I-1 zone district
- Describe the need for and purpose of the Proposed Amendment:  
For I-1 zones to be able to store combustible liquids in accordance with Sweetwater County Fire Codes.

### 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
<b>Application Deadline</b>	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
<b>Public Hearing Ad</b>	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.											
<b>P&amp;Z Public Hearing</b>	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
<b>City Council Hearing Ad</b>	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.											
<b>**Council Public Hearing</b>	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 2.27.18

Signature of Petitioner \_\_\_\_\_

Date \_\_\_\_\_

(If the petition includes multiple petitioners, all petitioners must sign the application. Attach a separate sheet if necessary.)



Above Ground Outdoor Storage of Flammable and Combustible Liquids Maximum Amounts Permitted per Lot or Parcel			
Zone District	Maximum Flammable Liquids Permitted in Gallons	Maximum Combustible Liquids Permitted in Gallons	
I-1	6,000	6,000	

Above Ground Outdoor Storage of Flammable and Combustible Liquids Required Setbacks from Tanks (in Feet)			
Total Storage Tank Capacity in Gallons on a Lot or Parcel	Distance from any Property Line Abutting a Non-Residential Zone District	Distance from any Property Line Abutting a Residential Zone District*	Distance to Any Residence or Occupied Building on the same lot
275 or less	20	15	5
276 to 750	20	30	10
* 751 to 10,000	20	45	15



Department of Public Services / Planning

212 'D' Street  
Rock Springs, WY 82901  
Phone: 307-352-1540  
Fax: 307-352-1545  
Email: [steve\\_horton@rswy.net](mailto:steve_horton@rswy.net)

Proposed Development: Zoning Ordinance Language Amendment – I-1 above ground storage of flammable and explosive materials  
Utility Review Meeting: February 6, 2018

**Utility Review Committee Comments:**

City of Rock Springs Engineering Department (Meghan Jackson)

No issues

City of Rock Springs Building Inspections (Jeff Tuttle)

No issues

City of Rock Springs Fire Department (David Rhodes)

Delete B-2 from this amendment. See attachment

Dominion Energy


No issues

City of Rock Springs Water Department (Clint Zambai)

No issues

Rocky Mountain Power (Kyle Graham)

Please see attached separation requirements – stay 25 feet from energized conductor and equipment.

  
\_\_\_\_\_  
Stephen A. Horton, AICP, City Planner

4-3-18  
Date



Department of Public Services  
212 D Street, Rock Springs, WY 82901  
Office [307] 352-1540 • FAX [307] 352-1545

## UTILITY REVIEW - COMMENT SHEET

Meeting Date & Time: Tuesday, February 6, 2018 at 2:30 p.m.

Date: January 30, 2018

To: Utility Review Committee

From: Steve Horton

Project #:

Project Name: Language Amendment - Above Ground Storage of Flammable Materials

Project Address: N/A

Location Description:

Project Description: Language Amendment for Above Ground Storage of Flammable Materials in B-2, I-1, I-2 (see attached description). This language amendment is proposed by the City of Rock Springs

**Please Note:**  
Meeting will be in the  
Downstairs Conference  
Room

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.): Rocky Mtn Power for the above-referenced project.

Please check as applicable:

☐ No issues - plans approved as submitted.

☐ Revisions required to the language amendment:

- (1) \_\_\_\_\_
- (2) \_\_\_\_\_
- (3) \_\_\_\_\_
- (4) \_\_\_\_\_

☐ Other Comments/Issues:

- (1) please see attached Separation Requirements - stay
- (2) 25' from Energized Conductor and equipment.
- (3) \_\_\_\_\_
- (4) \_\_\_\_\_

Signature of Reviewer \_\_\_\_\_

Date \_\_\_\_\_

☐ Please provide me with a copy of the Revised Plans for review.



**Electric Service Requirements Manual (ESR) White Paper**  
for INTERNAL and EXTERNAL use  
By Ken Shortt, Director, Rocky Mountain Power Field Engineering  
May 2015

**Subject: Clearance from Flammable Liquids and Associated Storage Vessels**  
**Section 4**

Some jurisdictions may have codes or requirements, including limits on storage tank capacity, which are more restrictive than those of the Power Company. Tank location shall comply with all federal, state, and local distance requirements from buildings, roadways, property lines, other tanks, and overhead and underground electrical lines.

Electrical clearances from flammable liquids and associated storage vessels shall meet NESC Rule 127 *Classified Locations* which leans heavily on the following codes:

Classified Location	Codes Specifically Mentioned in Rule 127							
	NEC 500-517	NEC 500	NEC 501	NFPA 30- 2000	NFPA 30A- 2000	NFPA 58- 2001	NFPA 59- 001	NFPA 59A- 1990
Coal Handling Areas	X	X						
Flammable and combustible liquids	X			X				
Flammable Liquid Storage Area	X							
Loading and Unloading facilities for flammable and combustible material	X			X				
Gasoline Dispensing Stations	X				X			
Bollers	X			X				
Gaseous hydrogen systems for supply equipment	X							
Liquid hydrogen systems	X		X					
Sulfur	X							
Liquefied Petroleum Gas (LPG)	X					X	X	
Natural Gas (methane)	X							X

The Power Company prefers clearances of at least 25 feet in all directions between fuel storage tanks up to 2,000 gallons and electrical equipment or energized lines. This clearance is required for all combustible and non-combustible liquefied petroleum gas and propane stored in DOT or ASME type containers.

If 25 feet of clearance is not possible, the minimum clearances described in this section shall be followed.

Clearances from electrical lines are detailed below.



#### Surface-Mounted Tanks

1. Surface-mounted fuel storage tanks shall not be located beneath overhead electrical lines. The following minimum horizontal clearances are required between surface-mounted tanks and electrical lines:
  - 15 feet from overhead primary lines (601 V – 22,000 V line to ground)
  - 10 feet from overhead secondary lines, (0 V – 600 V line to ground)
2. Underground cables or conduits shall not be buried under a surface-mounted fuel storage tank. All cables, conduits, and pad mounted equipment shall be 10 feet from the perimeter of the surface-mounted tank.
3. The slope beneath the oil-filled pad mounted equipment shall direct the flow of oil away from the fuel storage tank.
4. With small tanks (125 gallons or less), a clearance of five feet from the meter base to the relief valve of a tank is allowed as long as 10 feet of clearance is kept from the meter to the gauge, vent, or fill connection on the tank.
5. Fuel tanks with permanently mounted generators shall be treated as surface-mounted tanks.

#### Underground Fuel Storage Tanks

1. Fuel tanks shall not be located above underground electrical lines. Any parts of underground fuel storage tanks must be at least 10 feet from underground electrical lines. The minimum distance may be reduced to five feet if cables are installed in approved conduit.
2. All primary underground cables and pad mounted equipment shall be located at least 10 feet horizontally from the fill opening of underground fuel storage tanks.
3. Electrical equipment shall not be located above an underground fuel storage tank or within five feet of the perimeter of a fuel tank.
4. The slope beneath the oil-filled pad mounted equipment shall direct the flow of oil away from the fuel storage tank.
5. Overhead conductors of 22,000 V line to ground and below shall not be located within:
  - 7.5 horizontal feet, and 13.5 vertical feet of underground fuel storage tanks when conductors are under extreme loading and weather conditions for all states except California.
  - 15 horizontal feet and 15 vertical feet of underground fuel storage tanks when conductors are under extreme loading and weather conditions for California.

**City and County Addressing Coordination**  
**Discussion Outline**  
January 21, 2016

**1) Current Addressing Efforts:**

	<b>SWEETWATER COUNTY</b>	<b>ROCK SPRINGS</b>	<b>GREEN RIVER</b>
Assigns Addresses	SWC Engineering	RS Planning	GR GIS Division
Maintains Addresses	SWC Engineering & SWC Assessor	RS Engineering (via RMS)	GR GIS Division
Addressing Database Format	Point (Structure) - Engineering* Polygon (Parcel) - Assessor	Point (Structure)	Point (Structure)
Operating Systems Used	GIS & Mapserver Assessor's Realware 911 Dispatch System	GIS ComDev **	GIS New World***
<p>*County Engineering maintains its own database of all structure addresses within the County, including addresses within Rock Springs and Green River. City address updates are based largely on information provided by the cities as development occurs. <i>Redundancy is inherent in this current method of multi-agency address tracking within the Rock Springs and Green River incorporated areas.</i></p>			
<p>**Rock Springs contracted with Greenwood Mapping to automate attribute transfer from the Assessor's PARCEL database into the City's ComDev project and permit tracking database (owner name, mailing address, legal description, etc.). Addresses in the ComDev system are based upon the City's addressing database (maintained by Rocky Mountain Survey under contract). <i>Work on the ComDev data transfer has shown some inconsistencies between the City and County address datasets.</i></p>			
<p>***Initially set up using the City's GIS addressing data, along with SWC's land parcel information. When new addresses are added or changed, the GR GIS Division must manually make the changes to the New World system.</p>			

**2) Proposed Objectives:**

- a) Maintaining data consistency.
- b) Streamlining addressing processes of each of the involved entities.
- c) Minimizing redundancy of efforts.
- d) Establishing cohesion between databases.
- e) Sustaining timely communication to the County Assessor when new parcel addresses occur.
- f) Automating Mapserver address update transfers from the cities.

**3) Proposed Workflow:**

- a) City assigns new address.
- b) Notices sent to all parties – identifying change / addition of address.
- c) City updates point address theme / assigns unique identifier (Location ID) based upon City parameters.
- d) County Assessor updates parcel database.
- e) County point address mapping updated with City data via automated nightly transfer process.
- f) New address / Location ID entered into City database.

**NOTES:**

---



---



---



---



---

ORDINANCE NO. 2018- 10

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 April 11, 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 13-816 C.(3)(a)3., Family Child Care Homes, of the City of Rock Springs Ordinances, to **amend** the following requirement (deletions are denoted by ~~striketrough~~ and additions are denoted by underline):

3. Preschool sessions shall be limited to no more than two (2) per day and ~~six (6)~~ ten (10) per week, pursuant to conditions deemed appropriate by the Zoning Administrator. Preschool sessions shall be separated by a minimum of one hour from the time one session ends and the next session begins.

Amend Section 13-816 C.(3)(b)4., Family Child Care Homes, of the City of Rock Springs Ordinances, to **amend** the following requirement (deletions are denoted by ~~striketrough~~ and additions are denoted by underline):

4. Preschool sessions shall be limited to no more than two (2) per day and ~~six (6)~~ ten (10) per week, pursuant to conditions deemed appropriate by the Zoning Administrator. Preschool sessions shall be separated by a minimum of one hour from the time one session ends and the next session begins.

Amend Section 13-816 C.(3)(c)2., Family Child Care Homes, of the City of Rock Springs Ordinances, to **amend** the following requirement (deletions are denoted by ~~striketrough~~ and additions are denoted by underline):

2. Preschool sessions shall be limited to no more than two (2) per day and ~~six (6)~~ ten (10) per week, pursuant to conditions deemed appropriate by the Zoning Administrator. Preschool sessions shall be separated by a minimum of one hour from the time one session ends and the next session begins.



PASSED AND APPROVED this \_\_\_\_\_ of \_\_\_\_\_, 2018.

\_\_\_\_\_  
President of the Council

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

1<sup>st</sup> Reading \_\_\_\_\_

2<sup>nd</sup> Reading \_\_\_\_\_

3<sup>rd</sup> Reading \_\_\_\_\_



## Planning & Zoning Commission Staff Report

**Project Name:** Increase the Number of Weekly Preschool Sessions for Family Child Care Homes

**Project Number:** PZ-18-00051

**Report Date:** March 20, 2018

**Meeting Date:** April 11, 2018

### Applicant

Ashley & Brandan Corthell

### Property Owner

N/A

### Project Location

N/A

### Zoning

R-E, R-1, R-2, R-3, R-4, R-6, B-R

### Public Notification

- Public Hearing Notice Printed  
3/24/18 – *Rocket Miner*

### Previous P&Z Action

None

### Ordinance References

13-816.C.

### Staff Representative

Steve Horton, City Planner

### Attachments

- Application
- Public Notice
- Proposed Ordinance Sections to Amend
- Utility Review Comments

### Request

Petition for amendment regarding Family Child Care Homes (FCCH) in all Residential Zone Districts to increase the number of Preschool Sessions from six (6) per week to ten (10) per week.

### Background

The City of Rock Springs allows child daycare to be conducted in both residential and commercial zone districts. It is very popular in Rock Springs for child daycare to be in Residential Zone Districts and in a single-family home environment. Residential daycare is provided in what is termed a Family Child Care Home (FCCH).

The following are important definitions from the Zoning Ordinance:

Family Child Care Home : A licensed child care facility in which care is provided for no more than ten (10) children for part of a day in the primary residence of the provider

Preschool: Pre-Kindergarten instruction provided for children aged 3 to 5 years and normally conducted for a two-to-four-hour period of time (session), said instruction designed to be preparatory for Kindergarten. For the purposes of this ordinance, Preschool may be conducted in a CCC, FCCC or a FCCH

There are three categories of Family Child Care Home (FCCH). All three categories are allowed Preschool sessions limited to no more than two (2) per day and six (6) per week.

- Five (5) or fewer children at any given time, and not located on a roadway that terminates in a cul-de-sac. Requires CUP from Zoning Administrator
- Six (6) to eight (8) children, at any given time, or with less than six (6) children, at any given time, but located in a roadway that terminates in a cul-de-sac. Requires CUP from Zoning Administrator – Approval from Planning & Zoning Commission if more than 50% of surrounding property owners submit written protest.
- Nine (9) or ten (10) children, at any given time. Requires CUP from Planning & Zoning Commission.

All three categories require a license from the State of Wyoming and approval from the City of Rock Springs Building Division and Fire Department.

### Analysis

The petitioner is requesting that the Preschool Sessions for Family Child Care Home be increased from six (6) per week to ten (10) per week.

### Utility Review Comments

Wyoming Department of Family Services, Sharon Pauley

I believe that most cities that regulate hours and days of operation for FCCH's (Family Child Care Home) operating as preschools allow up to two sessions per day for everyday of the work week. Two sessions a day, Monday - Friday or up to 10 sessions per week.

For FCCH's, operating as *daycares in homes*, most cities allow for up to 10 children at any one

time and they state the hours of operation, usually for 10-12 hours a day but less than twenty four hours daily.

Please know that providers and facilities that offer daycare and/ or operate as a preschool in their homes, must meet the same requirements for Licensing.

Truly, the money isn't in preschool for the provider. In order for them to make it, most need to offer a second session in the afternoons throughout the week.

A morning session and an afternoon session.

Six sessions at an average of 2.5 hours, the average length of a preschool class, only allows operation for 15 hours a week and the students and families attend more than one session a week.

Throughout the years, we have had providers operate their business in a great variety of ways within the requirements of Zoning and Licensing.

We have had providers who offered preschool all day for the number of children that they are granted a license for and those children may stay all day.

We have home providers that do *daycare* and "*preschool*" activities for their preschool aged children. They will use wording in the name of their business like, "Susie's Day Care and Preschool". Most of these individuals take a variety of ages and offer "preschool" to the three's - five year olds in their care.

Throughout the years, providers who only offer their business as a preschool, tended to offer preschool to four year olds on M, W, F and three year olds on T and Th.

In general, the four year olds are ready for school three days a week and three old"s are good with school two days a week. This was the most common practice. Then, the providers offered an afternoon session.

Preschools in homes who are limited to six sessions per week, limits providers to half of the operating hours that a home "daycare" can operate. It may also limit the days of week or hours of preschool that most children are ready for.

A provider offering two sessions a day, would have much shorter hours of operation verses a home daycare provider. I do believe that if a preschool provider needed or wanted to work full time, offering two sessions a day or 10 sessions a week, that this would be productive and traditionally needed option.

Please know that Ms. Ashley Corthell opened her preschool, Bright Beginnings, in Sept. of 2016. She has no violations or complaints that have been reported to licensing. Ashley and her husband have been very supportive of all requirements.

Thanks for asking for my opinion and please know that what Rock Springs decides, we will do our best to support.

Please feel free to call anytime.

Thank you

#### Public Hearing Notification

A Public Hearing Notice was duly published in the Rock Springs Rocket Miner on March 24, 2018

**Public Comment**

Steve Wilson, residing at 1103 Whitewater Drive, addressed the Commission and stated that R-1 Zone Districts should be for single family residential use and there are impacts with Family Child Care Homes.

**Staff & Planning and Zoning Commission Recommendation**

City Planner Steve Horton recommended approval for the Zoning Ordinance Amendment as proposed to change from six (6) to ten (10) for Preschool Sessions for Family Child Care Homes (FCCH). It was moved by Commissioner West and seconded by Commissioner Shaw to recommend approval of the Zoning Ordinance Language Amendment as proposed. Motion carried 8-1, with Commissioner Shaw opposed.



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 3-19-2018

File Number: P2-18-00051

Payment Information:

Amount Received: 200.00

Received by: Stewart Horton

Cash or Check Number: 199

Receipt Number: R-2018-03-19-02010

Date Certified as Complete Application: 3-19-2018

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: Ashley Cortthell

Mailing Address: 1807 Fillmore Ave.

Rock Springs, WY 82901

Email Address: ajcortthell@gmail.com

Phone Number: 208-221-5819 Fax Number: \_\_\_\_\_

Name: Brandan Cortthell

Mailing Address: 1807 Fillmore Ave.

Rock Springs, WY 82901

Email Address: bcortthell@gmail.com

Phone Number: 928-308-6914 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](http://www.rswy.net)):  
Article 13-B Child Care + Preschool Facilities (0816) - Section C.  
Family Child Care Homes - 3a3, 3b4 + 3c2
- Proposed Amendment (attached a separate sheet if necessary):  
Preschool sessions shall be limited to no more than two (2) per day and ~~ten (10)~~ per week, pursuant to conditions deemed appropriate by the Zoning Administrator. Preschool sessions shall be separated by a minimum of one hour from the time one session ends and the next session begins.
- Describe the need for and purpose of the Proposed Amendment:  
The Proposed Amendment will allow in-home preschool providers to serve more students and families in the community. As the ordinance is currently written, we cannot provide enough sessions for families seeking preschool for their child.

### 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 *Ashley Conthell*

Date 3/16/18

Signature of Petitioner *Brian Conthell*

Date 3-16-18

(If the petition includes multiple petitioners, all petitioners must sign the application. Attach a separate sheet if necessary.)

Rock Springs has a high demand for preschools, and currently there are not enough openings for families needing preschool. Our city has an ordinance limiting the number of sessions that in-home preschools can have each week. By increasing this limit, our community needs will be better served, children will develop a love for learning at an early age that correlates to a higher graduation rate, and small businesses will be promoted.

Rock Springs-Chapter 13 Zoning-Article 13-8 Child Care & Preschool Facilities (0816)-C. Family Child Care Homes-3a3, 3b4 & 3c2.

The purpose of this section is to provide for a wide variety of child care and preschool opportunities within the City Limits of Rock Springs, as well as to protect the residential character of neighborhoods and the health and safety of all residents.

Preschool: Pre-Kindergarten instruction provided for children aged 3 years to 5 years and normally conducted for a two-to-four-hour period of time (session), said instruction designed to be preparatory for Kindergarten. For the purposes of this ordinance, preschool may be conducted in a CCC, FCCC or a FCCH.

Preschool sessions shall be limited to no more than two (2) per day and six (6) per week, pursuant to conditions deemed appropriate by the Zoning Administrator. Preschool sessions shall be separated by a minimum of one hour from the time one session ends and the next session begins.

Laramie-Title 15-Unified Development Code, Chapter 15.28-Definitions, 15.28.030-Definitions

A.73.A.d: "Child care home, type 2" means a private residence used for the care of ten or fewer children other than the occupant's own children for a period of less than twenty-four hours per day and requiring a license issued by the Wyoming Department of Family Services or applicable state agency. Child care home, type 2 includes preschools and nursery schools.

Cheyenne-Article I General Provisions 14 Interpretation (Pg. I-24)

Child Care, In-home - Minor: A Service use where preschool care and education is provided for 3 to 10 children for a portion of the day in a residential dwelling. The children are not related to the immediate family except that the provider's own pre-school children shall count towards the total. Child Care, In-home - Major: A Service use where preschool care and education is provided for 11 to 15 children for a portion of the day in a residential dwelling. The children are not related to the immediate family except that the provider's own pre-school children shall count towards the total.



### Chapter 13 Article 8 Child Care & Preschool Facilities – 0816 C3

**Current:** *Preschool sessions shall be limited to no more than two (2) per day and six (6) per week, pursuant to conditions deemed appropriate by the Zoning Administrator. Preschool sessions shall be separated by a minimum of one hour from the time one session ends and the next session begins.*

**Proposed Change:** *Preschool sessions shall be limited to no more than two (2) per day and ten (10) per week, pursuant to conditions deemed appropriate by the Zoning Administrator. Preschool sessions shall be separated by a minimum of one hour from the time one session ends and the next session begins.*



Department of Public Services / Planning

212 'D' Street  
Rock Springs, WY 82901  
Phone: 307-352-1540  
Fax: 307-352-1545  
Email: [steve\\_horton@rswy.net](mailto:steve_horton@rswy.net)

Proposed Development: Zoning Ordinance Language Amendment – FCCH increase pre-schools sessions per day and per week  
Utility Review Meeting: April 3, 2018

**Utility Review Committee Comments:**

City of Rock Springs Engineering (Meghan Jackson)

With a residential business comes increased traffic and parking concerns

City of Rock Springs Building Inspections (Jeff Tuttle)

No issues

City of Rock Springs Water Department (Clint Zambai)

No issues

Dominion Energy

No issues

State of Wyoming – Department of Family Services (Sharon Pauley)

I believe that most cities that regulate hours and days of operation for FCCH's (Family Child Care Home) operating as preschools allow up to two sessions per day for everyday of the work week. Two sessions a day, Monday - Friday or up to 10 sessions per week.

For FCCH's, operating as *daycares in homes*, most cities allow for up to 10 children at any one time and they state the hours of operation, usually for 10-12 hours a day but less than twenty four hours daily.

Please know that providers and facilities that offer daycare and/ or operate as a preschool in their homes, must meet the same requirements for Licensing.

Truly, the money isn't in preschool for the provider. In order for them to make it, most need to offer a second session in the afternoons throughout the week.

A morning session and an afternoon session.

Six sessions at an average of 2.5 hours, the average length of a preschool class, only allows operation for 15 hours a week and the students and families attend more than one session a week.

Throughout the years, we have had providers operate their business in a great variety of ways within the requirements of Zoning and Licensing.

We have/had providers who offer/ed preschool all day for the number of children that they are granted a license for and those children may stay all day.

We have home providers that do *daycare and "preschool"* activities for their preschool aged children. They will use wording in the name of their business like,

"Susie's Day Care and Preschool". Most of these individuals take a variety of ages and offer "preschool" to the three's - five year olds in their care.

Throughout the years, providers who only offer their business as a preschool, tended to offer preschool to four year olds on M, W, F and three year olds on T and Th.

In general, the four year olds are ready for school three days a week and three old"s are good with school two days a week. This was the most common practice. Then, the providers offered an afternoon session.

Preschools in homes who are limited to six sessions per week, limits providers to half of the operating hours that a home "daycare" can operate. It may also limit the days of week or hours of preschool that most children are ready for.

A provider offering two sessions a day, would have much shorter hours of operation verses a home daycare provider. I do believe that if a preschool provider needed or wanted to work full time, offering two sessions a day or 10 sessions a week, that this would be productive and traditionally needed option.

Please know that Ms. Ashley Corthell opened her preschool, Bright Beginnings, in Sept. of 2016. She has no violations or complaints that have been reported to licensing. Ashley and her husband have been very supportive of all requirements.

Thanks for asking for my opinion and please know that what Rock Springs decides, we will do our best to support. Please feel free to call anytime.

Thank you

---

Stephen A. Horton, AICP, City Planner

---

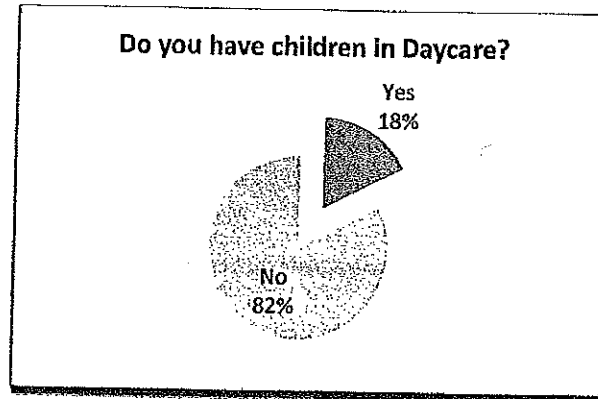
Date



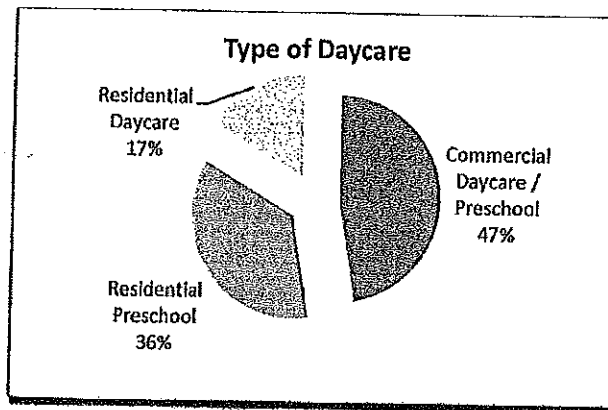
City of Rock Springs  
Daycare/Preschool Questionnaire Results  
794 Survey Responses Received

City of Rock Springs  
Public Services Department  
212 D Street  
Rock Springs WY 82901  
307.352.1540 ~ 307.352.1545 fax

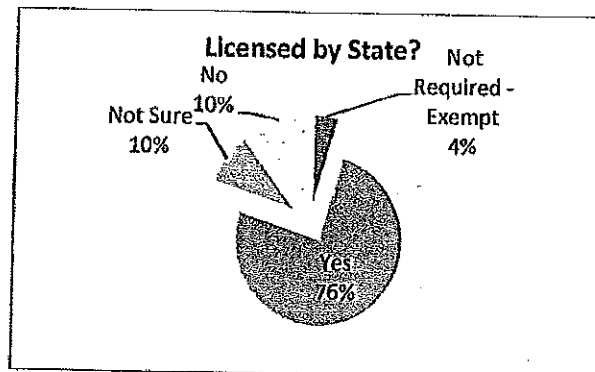
1. Do you presently have children who attend a daycare or preschool in the City of Rock Springs (either in a private residence or in a commercial facility)? If No, skip to question #7.



2. What type of daycare/childcare do you use?



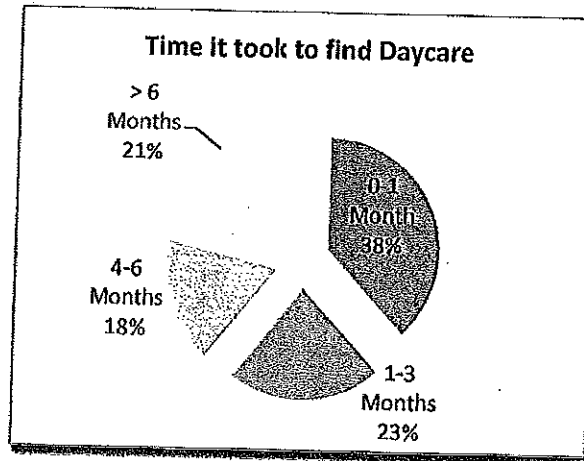
3. Does your daycare/childcare/preschool provider have a permit from the State of Wyoming?



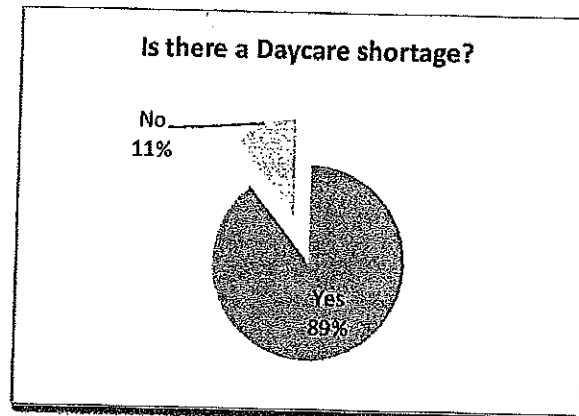
Daycare/Preschool Questionnaire Results  
City of Rock Springs

---

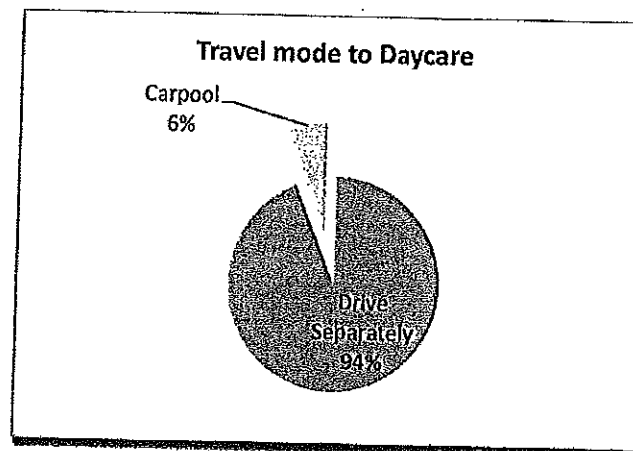
4. How long did it take you to find daycare for your children?



5. In your opinion, is there a daycare/preschool shortage in Rock Springs?

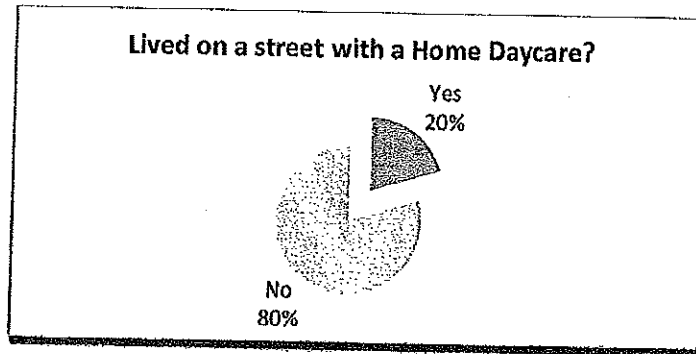


6. Do you drive your children to daycare/preschool separately or do you carpool with another parent?

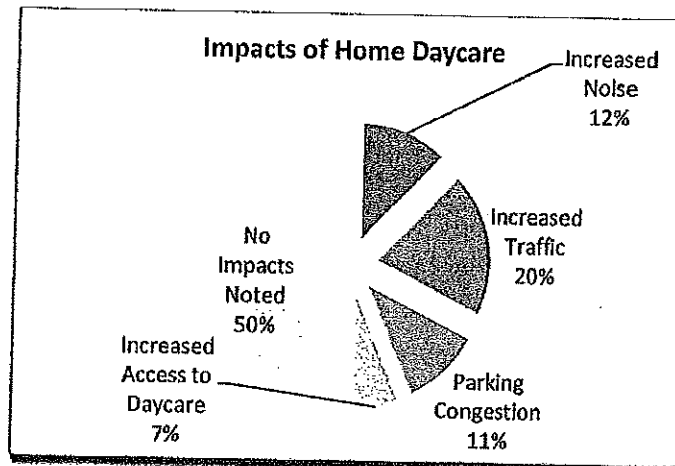


Daycare/Preschool Questionnaire Results  
City of Rock Springs

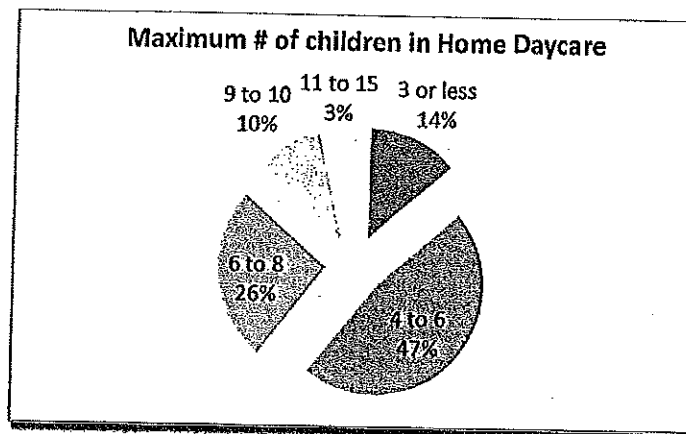
7. To your knowledge, have you ever lived on the same street with a residential (in home) daycare? If No, skip to question #9.



8. If Yes, what, if any, of the following impacts did you experience?

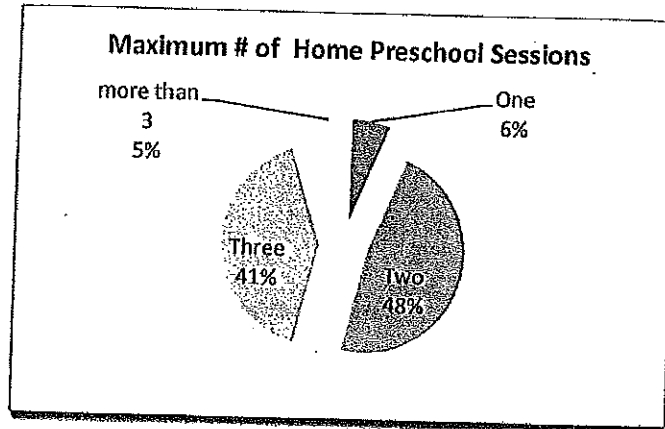


9. What is the maximum number of children you believe should be permitted in a residential (in-home) daycare?

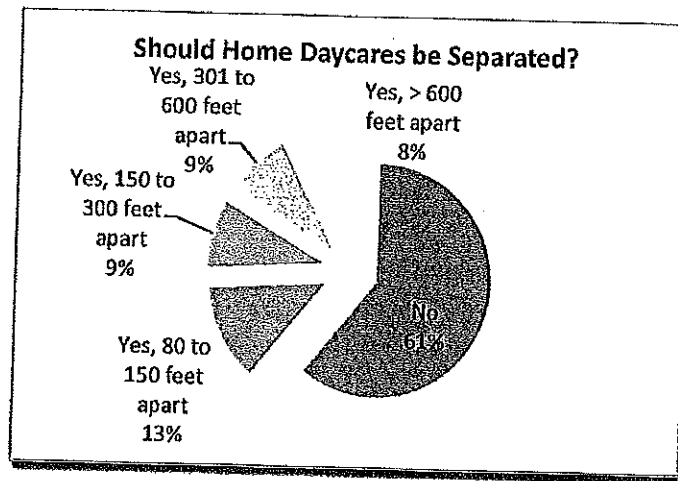


Daycare/Preschool Questionnaire Results  
City of Rock Springs

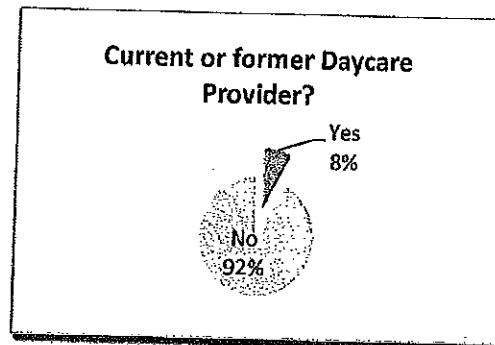
10. Preschools typically have 1 to 3 sessions per day, each of which is 2 hours in length. For in-home preschools, which the state of Wyoming permits to have up to 10 students at a time, what number of sessions per day do you believe is the maximum acceptable?



11. Should the City require that houses containing in-home daycares be physically separated from one another in order to minimize neighborhood impacts?



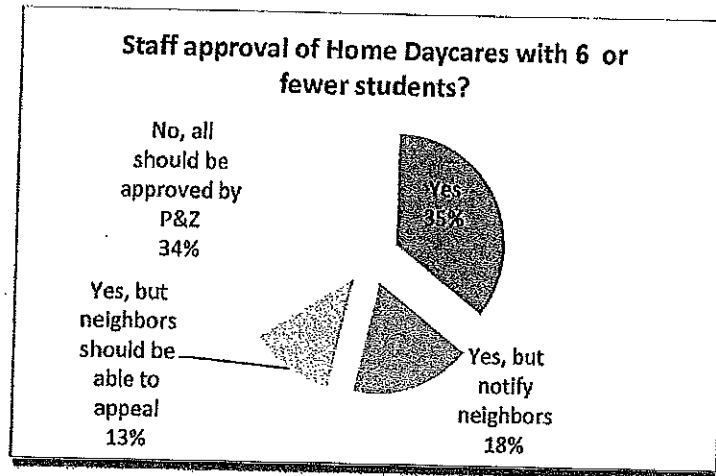
12. Are you presently or have you ever been a home daycare or preschool provider?





Daycare/Preschool Questionnaire Results  
City of Rock Springs

13. Should City Staff be given the authority to approve in-home daycares/preschools if the number of students is limited to 6 or fewer?



14. Thank you for completing this questionnaire. Please provide any additional comments pertaining to daycares or preschools in the space provided below.

Attached, please find comments that were received.

COMMENTS FROM DAYCARE SURVEY  
OCTOBER 1, 2010

1. I think child care providers should be accountable to health & safety standards, not their neighbors.
2. More pre-schools and accepting kids no matter what.
3. There is a daycare on our street with no permit. They have 12 kids and lots of traffic. Please take care of this. 1014 Continental Street
4. An in home daycare for little children is perfect.
5. We have a daycare across the street from our home. It is run very well and the only thing we notice is when people drop their children off and pick them up. It is not a problem.  
Dana Circle
6. "Residential" means "Residential" - not business. I live where I live for a reason. Older neighborhood, quiet, no businesses next door.
7. By placing so many restrictions on the people who are willing and want to do daycare/preschool, is taking away opportunities for our children to learn and have a safe place to grow and develop.
8. Doesn't DFS approve daycares/preschools for 3 or more children? Why would you need to do it too? I kind of think that the questions should be thrown out because they are unclear and leading. What if a person doesn't think the City should have any say if it is under 6 children? Only DFS should have a say because it is their job. I really hope that you will see what I see with preschools and the need for them. If you have any doubt about it, call the CDC. They could give you a clear view of what is going on in our City.
9. As much need as there is for quality daycare and preschool, I think the City should do what it can to make the process easier.
10. The home should meet specific requirements guided by State.
11. City approves whatever they want to regardless of neighborhood approval. We are a single family dwelling zone and yet we have a residential home run by NowCap. Promises of landscaping and property appearance have not to be followed through. Why would you ask when you will do whatever you want as has been proven by the NowCap housing?
12. Ten preschool students in one house at the same time would be an impossible task. Forget about teaching them, it would be a huge task to take care of them.
13. Daycares should follow the same rules as setting up a business in your home.

14. Early intervention is vital and I believe we need more affordable preschools/daycares. I do not think a child should not get to attend preschool because of cost.
15. I don't understand peoples' aversion to daycare. There are tradeoffs to everything, and daycare is a necessary service.
16. I also think that a sign from the City "Slow Children at Play" in the neighborhoods where these are located. Also a small business sign in front yard of house.
17. Daycares should be licensed, closely monitored and laws and regulations fairly and strictly enforced. Too many daycares exist for the sole purpose of making money. Steps need to be taken to make sure the clients are getting quality care for their children.
18. I do not feel the City should get involved if the person or persons are not licensed. If the City starts poking into in home childcare our situation of providers will get worse not better. Why in the world would you offer such great classes at your civic and rec center without childcare?? The childcare at both places needs to be added in year round and even more would use the rec and civic. The City should be a bit selective on the things they choose to micro-manage. We have a great City let's not lessen it.
19. We have never experienced any problems during the 16 years we have lived here with the daycares in the neighborhood.
20. Finding a preschool for my child was extremely difficult. Any of the schools that were recommended by others were already full. I feel that there are other daycare/preschools out there, but none in very good areas of town which had an impact on my decision. I feel that the City should offer an alternative to private preschools.
21. Home based daycare centers should be allowed but regulated.
22. Daycares should provide safe, clean, learning and responsible environment for the children. Neighborhood should be involved in permitting and home based daycares should be allowed, but monitored.
23. I have been through the process at two locations and the City was fair and requirements easily met. Also, how come local childcare owners have not been contacted for further input?
24. We do not have enough daycare/ childcare as it is. It is hard to find someone to take and want to watch kids. We need more home daycares. Commercial places are very pricey. If you make it hard to find places that are physically separated all of the working parents will have to quit to stay home because they don't make a lot of money for commercial daycares.
25. Is this a real problem or just a way to gain more control - unnecessary.
26. What people do in their homes is none of my business?

27. I appreciate any interest in this matter. Early childhood education is very important and there is a significant shortage of facilities in this area, both in home and commercial. I feel very lucky to have found my child a spot in an in-home preschool after his school (CDC) dropped the program he was in last year.
28. The City needs to be in the mindset of finding ways to make the in home preschool/daycare possible, while protecting and providing for neighborhoods. Solution minded not restriction mined.
29. Small scale babysitting service is none of the City or State's Business. It is a matter between parents and the baby sitter. There should be no regulations, requirements, inspections, etc.
30. Parking is a problem.
31. We really need good, small daycares in neighborhoods to help out area families.
32. It is very noisy. Kids yelling and screaming.
33. Really a shortage and too expensive. It's like renting an apartment. Wish there were more to choose from.
34. If there were more available daycares, prices would drop and fewer small children 6 years to 10 years old would be left alone, a common occurrence in this City.
35. We need quality and affordable child care.
36. Sex offenders or predators should not live near a preschool or daycare center.
37. Block the access to my driveway, parking on sidewalk, and leaving no parking available for me.
38. If there are people willing to take in children for people when they can't afford State approved daycares/preschool, leave them alone or put in some affordable ones.
39. This is a ridiculous waste of City Employees' time and our tax dollars. Stay out of it. Stay out of residents and parents personal business.
40. You don't care when I come to your meeting, so why send this to me.
41. I think that by limiting the number of sessions a preschool can provide proper approved preschools are going to close. It is already difficult to find a preschool in Rock Springs. I would like to prepare my children for school in a safe environment and not in a preschool that is "underground" because it can't afford to operate on 1 session.
42. 24 hrs/day - bus coming and going. NowCap should not be here. They should be 1/2 mile from any residence and not on a major street.
43. Do not think it is good to have daycare or preschool in a neighborhood.

44. Neighbors should not have a say or at least be able to affect outcome of permit. Traffic impact is for such a short time and noise is not an issue.
45. Please work with the wonderful people who want to provide preschool so that we as parents have options and they can have leniency on the amount of children in their home per day (should be 10 at a time, not the same 10 per day) otherwise providers cannot afford to do it and our children suffer.
46. The Young at Heart Senior Center provides for daycare and it is certified with a nursery.
47. I currently own a childcare facility licensed for 45 years, but prior to that I provided childcare services in my home. When we closed my home business the neighbors didn't even notice a change. A year later one finally asked if we had openings. That is how little impact childcare homes have on neighbors.
48. We need more daycares to help working moms and dads.
49. Perhaps implement a 6 month review so daycares creating problems can offer mitigation and neighbors have a chance to address perceived problems. As an employer, reliable is an issue. Not a week goes by that one employee or another has to call in because sitter took the day off. I would rather have a licensed day care next door over the unlicensed mom who watches friend's children with no standard, oversight or criteria.
50. We need more preschools. I do want the children to be able to learn and play in a safe environment. I think the City should be involved, but when a new house that passed code, can't pass for preschool, something is wrong. It is safe enough they can live there, just not to learn. Hugh, that is interesting.
51. If we would have known our neighbor planned to open a preschool, we never would have purchased our home. We chose a cul-de-sac for quiet and less traffic. We are not pleased with the idea of how it will affect our property value. This is our very first home and the situation is upsetting. Businesses do not belong in neighborhoods.
52. I don't know why City Staff would have to approve this?
53. The Governor has created a Wyoming Early Childhood State Advisory Council. Maybe utilize this council to help solve the issues that are underlined in your questions, but that you are not directly putting out there. Obviously, the questions are written at an angle making it hard to respond. Too bad, because the intent seems good. Hopefully, you are also engaging the experts. I am sure you are.
54. In regards to question #9, I think if there were 2 or more adults actively caring for the children (not just an adult present in the home) the maximum amount could be increased.
55. I feel if the daycares/preschools are run with some common sense there should be little, if any impact on neighbors. I have parents drop off students behind my house, and with the weather in Rock Springs, the kids might get to play outside a handful of times. I am also so busy teaching that when we do go outside it is usually no more than 10 minutes and

that is at the end of the session. We are noisier when we have family over for a BBQ.  
P.S. My husband even works shift work (days and graves) and is able to sleep through it.

56. How big is the house and how many adults are supervising?
57. All daycare providers should be licensed by the City/State.
58. We need more affordable childcare.
59. My daughter attends YWCA now and we love it. Before that there were no openings and I had to take her to a home daycare which I took her out of because of too many children in the house.
60. I know there is a great need for childcare. Please make it safe for children, yet easier for parents and providers.
61. After dropping kids off, parents turn around in the middle of the street instead of going around the block. We have had bricks hit at times because they come close to our side home access.
62. We have a major daycare shortage in Rock Springs. During the boom we didn't have enough daycares, so we ended up getting the people that open daycares to make a few bucks that are illegal due to they don't comply with the City or the State. The ones that jump through the hoops to comply are not full due to this problem and we are being put on the table about our home daycares.
63. I have a home daycare, and I have not had an increase in traffic, or parking congestion, or no increased noise. The only extra traffic I have on our street is from the soccer field that is at Century Park during the season. It is terrible when they drive so fast through the area, and don't think about the residents or the children in the area.
64. Maximum number of children should be set by the State, and depend on the size of the house, and who is caring for the children. You have to be licensed and go through the screening and background checks for DFS and the State of Wyoming.
65. Should there be two daycares on the same street, what is that hurting? It is providing a need for children to be in a home setting instead of a big center. Provided they both are licensed.
66. I am a home daycare provider that provides service to parents with odd hour jobs that come at opening of daycare and pick their children up during the early afternoon and then some that come around 7:30 or later and pick their children up later. I have children that are picked up by busses in front of my home for CDC or Kindergarten. I also have before and after school children. All jobs are not based on when they can have daycare. We would all love to have 8-5 jobs, but this is not the way of life here. We deal with what we deal with and get our jobs done.
67. The daycares that are open now as home daycares had to go through the notification of neighbors, and approval by Planning and Zoning Commission, why not keep that policy

for all home daycares/preschools. It worked for us, why not the new daycares/preschools also.

- 68. We need more good, qualified daycares in this area to accommodate the children, whether they are very young children, 2-5 year olds, or even before and after school children. I like knowing where my daycare children are when school is out, or when school is going on.
- 69. As a parent it is hard to find a good daycare. Please don't make it hard on those who want to care for children.
- 70. Don't allow daycares in townhomes or apartments.
- 71. We need more daycares no matter what needs to be done or where they are located. I am a working mother of 3 kids. It is very hard to find daycare.



ORDINANCE NO. 2018- 11

**AN ORDINANCE AMENDING ARTICLE 3-2, ENTITLED "OFFENSES CONCERNING PUBLIC MORALS AND DECENCIES", OF THE ORDINANCES OF THE CITY OF ROCK SPRINGS, WYOMING.**

WHEREAS, the Governing Body of the City of Rock Springs desires to amend Article 3-2, entitled "Offenses Concerning Public Morals and Decencies", Section 3-237 of the Ordinances of the City of Rock Springs, to allow for the service of alcoholic beverages on outdoor dining decks in the downtown area; and,

WHEREAS, the Governing Body of the City of Rock Springs has said proposed amendments 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 Article 3-2, entitled "Offenses Concerning Public Morals and Decencies", Section 3-237, of the Ordinances of the City of Rock Springs, is hereby amended to read as follows:

**Article 3-2**

**OFFENSES CONCERNING PUBLIC MORALS AND DECENCIES**

**3-237 Drinking Alcoholic Beverages on the Streets Prohibited.**

(a) It shall be unlawful for any person to drink malt beverages or intoxicating liquor on the streets, sidewalks, alleys, parking lots or other similar such public places within the City of Rock Springs. Public places and public parking lots shall include any publicly owned or publicly maintained property, and any privately owned property in which the public is invited, including, but not limited to restaurants and retail stores. Public areas shall not, for the purposes of this ordinance, include taverns, dining decks constructed pursuant to Article 13-819 of these ordinances, or other businesses which are licensed by the City of Rock Springs to dispense alcoholic or malt beverages at that location. This section shall not apply if the owner of the property has granted prior permission to the individual for the consumption of alcoholic beverages on his or her property.

(i) Notwithstanding the provisions of subsection (a) above, drinking of malt beverages or intoxicating liquor upon the streets, sidewalks, alleys, parking lots or other public places within the City of Rock Springs may be permitted by the Governing Body for a specified period of time if the following conditions can be met:

(A) The public area upon which drinking of malt beverages or intoxicating liquors is to be permitted must be enclosed, blocked off or cordoned off in a manner that is acceptable to the Chief of Police and the Fire Chief.

(B) The dates and hours during which drinking of malt beverages or intoxicating liquors in the designated areas are accepted by the Governing Body and the Chief of Police.

(C) Such other conditions as the Governing Body deems to be necessary and appropriate under the circumstances.

(b) It shall be unlawful for any person to drink any malt beverage or intoxicating liquor while operating a motor vehicle within the City of Rock Springs.

(c) It shall be unlawful for any person to drink any malt beverages or intoxicating liquor in any public park or recreation area within the City of Rock Springs, except in appropriate places at the North Recreation/Golf Course Complex and the County Fairgrounds and in such other recreation areas as the Governing Body by majority vote may, from time to time, designate for such use either on a regular basis or for a specified period during some special event.

(d) Any person found guilty of violating the provisions of this Ordinance shall be fined a sum not to exceed Two Hundred Dollars (\$200.00) and costs as provided by law. (Ord. No. 2111, 7-2-73; Ord. No. 75-1, 1-6-75; Ord. No. 83-23, 9-20-83).  
(Ord. 98-13, Amended, 08/04/1998)

Section 2. That this ordinance shall be in full force and effect upon its approval and publication.

1<sup>st</sup> Reading: \_\_\_\_\_

2<sup>nd</sup> Reading: \_\_\_\_\_

3<sup>rd</sup> Reading: \_\_\_\_\_

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
President of the Council

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk



ORDINANCE NO. 2018- 12

AN ORDINANCE AMENDING ARTICLE 4-14 OF THE ORDINANCES OF THE CITY OF ROCK SPRINGS, WYOMING, ENTITLED, "WATER SERVICE."

WHEREAS, the Governing Body of the City of Rock Springs desires to amend Article 4-14 of the Ordinances of the City of Rock Springs entitled "Water Service", to allow the Governing Body in its discretion to waive water tap fees for real property owners within the slummed and blighted areas of the City who wish to modify an existing structure for business purposes and who would be required to install a sprinkler system for fire suppression to comply with the building and/or fire codes, in addition to clarifying and updating language contained within the ordinances; and,

WHEREAS, the Governing Body of the City of Rock Springs has said proposed amendments to the ordinance before it and has given them careful thought and consideration.

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

Section 1. That Article 4-14, entitled "Water Service", Sections 4-1401, 4-1406, 1410, 4-1412, and 4-1415, of the Ordinances of the City of Rock Springs, is hereby amended to read as follows:

**Article 4-14**

**WATER SERVICE**

**4-1401 Definitions.**

(a) The following words and phrases, when used in this Article, shall have the meaning ascribed to them in this section unless the context clearly indicates a different meaning:

- (i) Actual Cost: the amount at the time expended, including labor and transportation.
- (ii) Budget Amount of Levelized Bill: the estimate of the average charge for services at a single location over the plan year.
- (iii) City: the City of Rock Springs, Wyoming, a body corporate and politic and political subdivision of the State of Wyoming.
- (iv) City's Facilities: all lines, meters, hydrants and/or other equipment used in the transportation of water and to which the city has acquired an obligation pursuant to the Lease, Operation, Maintenance Service and Management Agreement.
- (v) Commercial User: any business where commodities are exchanged, bought or sold or services rendered. For any combination of locations where service is provided to both residential and commercial users, the commercial rate shall be charged for the entire amount of consumption unless separate meters are installed.
- (vi) Corporation: A control valve directly attached to the main city water line to which a user's service line is connected.
- (vii) Curb Stop: a control valve for the water supply of a building, residence, or other user facility, usually placed between the back of a sidewalk and curb, used to shut-off the water supply in the event of an emergency or non-payment.



~~(viii)~~ Days: shall indicate calendar days and exclude initial date of service, but include the last day specified.

~~(viii)~~ Deferred Balance of Levelized Bill: the amount of the actual charges for the service minus the charges billed during the levelized billing plan year. In the event the billed charges are greater than the actual charges, the balance will become a credit on the account.

~~(viii)~~ Delinquent Account: any amount outstanding twenty (20) or more days.

~~(ix)~~ Extensions or Expansions: the addition of new services which require the construction of new distribution or transmission pipelines.

~~(xii)~~ Fraudulent Use: any use of water service supplied by City to any User where such User intentionally or knowingly violates the provisions of this Article or any other Rock Springs Ordinance or intentionally or knowingly misrepresents to the City the use to which the User intends or does put the water, or the amount of water being used.

~~(xiii)~~ Government User: any organization, agency or other political unit being responsible for the direction and supervision of public affairs.

~~(xiv)~~ Industrial User (Light): any business whose processing of products results in none of the conditions described for heavy industry.

~~(xv)~~ Industrial User (Heavy): any business whose processing of products results in the emission of any atmospheric pollutant, light flashes, or glare, odor, noise, or vibration which may be heard and/or felt off the premises and those industries which constitute a fire or explosion hazard.

~~(xvi)~~ Joint Powers Water Board or Board: the City of Green River, Wyoming, -- City of Rock Springs, Wyoming, -- Sweetwater County, State of Wyoming Joint Powers Water Board created February 6, 1986 pursuant to the Joint Powers Agreement and Wyoming State Statutes § 16-1-101 and as amended and restated on August 4, 1987 to provide for inclusion of Sweetwater County in the Joint Powers Agreement.

~~(xvii)~~ Lease, Operation, Maintenance, Service and Management Agreement: that certain Lease, Operation, Maintenance, Service and Management Agreement entered into by and between the City of Rock Springs, Wyoming and the City of Green River, Wyoming -- City of Rock Springs, Wyoming -- Sweetwater County, State of Wyoming Joint Powers Water Board dated February 29, 1988.

~~(xviii)~~ Levelized Billing Plan Year: the twelve month period following the initiation of the levelized billing plan or its anniversary.

~~(xix)~~ Maximum Amount of Water Available to the City: the amount of water determined by the Joint Powers Board from time to time to be the maximum amount of water that the Joint Powers Board is able to deliver to the City, given the amount of water available to the Board from its water rights, the Board's ability to treat and transport such water, and other demands for such water and weather conditions (including the effects of any drought).

~~(xx)~~ Meter or Water Meter: an instrument used for measuring the quantity of water delivered to a specific point.

~~(xxi)~~ Owner or his Agent or Representative: any person holding title to property which is receiving water service.

~~(xxii)~~ Point of Connection: the point connecting or corporation of the City's main distribution line and the service line of the User.

~~(xxiii)~~ Point of Use: the point of service termination on the Owner's premises.

~~(xxiv)~~ Residential User: occupant of a premises for residential use, but not including hotels, motels, or tourist homes. Residential users also include the following:



- (a) Single Family Dwelling: a building used for occupancy by one family.
- (b) Multiple Family Dwelling: a building used for occupancy by two or more families living independently of each other.
- (c) Mobile Home/Mobile Home Park:
- ~~(xxiii)~~xxv Service: the supplying of water to any User pursuant to the provisions of this Article.
- ~~(xxiv)~~xxvi System: the portion of the Board's Water System leased to the City of Rock Springs pursuant to the Lease, Operation, Maintenance, Service and Management Agreement.
- ~~(xxv)~~xxvii Temporary Service: such service as is granted upon application for a period of six (6) months or less to qualified Users in the area of construction, irrigation and dust control as determined by the City of Rock Springs.
- ~~(xxvi)~~xxviii User: residential, commercial, industrial or governmental customer receiving water service inside the boundaries of the City or of unincorporated Sweetwater County, Wyoming.
- ~~(xxvii)~~xxix User's Facilities; all piping, plumbing, equipment, and faucets, including a shutoff valve located in a curb box, and any other equipment whatsoever which is used in connection with transporting water located from the corporation cock with the City's facilities and such other equipment which is not a part of the City facilities. At the request of the City, User shall be required to install a curb stop. If service is terminated and curb stop has not been installed, service will not be renewed until the User installs curb stops. Curb stops shall also be required by the City on new lines or when a line is being replaced.
- ~~(xxviii)~~xxx Water Purchase Agreement: that certain Water Purchase Agreement entered into by and between the City of Green River, Wyoming -- City of Rock Springs, Wyoming -- Sweetwater County, State of Wyoming Joint Powers Water Board and the City of Rock Springs, Wyoming dated February 29, 1988. (Ord. No. 2005-07, 4/19/05).

#### 4-1406 Connection of Service.

(a) All equipment or facilities required for initial connection shall be furnished and paid for by the User. Thereafter, The City ~~will furnish, install~~shall, own, operate, maintain, and replace all equipment necessary to connect User's facilities to the City's facilities.

At the time of the application for a building permit on any new construction, all licensed contractors must pay a deposit as required under Section 4-1405, to guarantee payment for water used during construction. All water consumption during construction will be metered and billed under provisions of this ordinance. Refund of guarantee deposits paid by contractors shall be regulated by the same procedures as other Owners; however, deposits will be charged on a one-time basis only and not required on subsequent construction projects after acceptable credit history has been established. Contractor shall also pay a non-refundable Service Connection Fee as set forth in the Water Connection Fee Schedule, approved and adopted by resolution of the Governing Body.

Notwithstanding the foregoing, a portion of the connection fees may, within the sole discretion of the City Council, be waived for real property owners within the slummed and/or blighted areas of the City as identified in Resolution 2006-16, who wish to modify an existing structure for business purposes and who would be required to install a sprinkler system for fire suppression to comply with the building and/or fire codes. The actual cost of any physical facilities required to make the connection will not be waived under any circumstances.



(b) User's facilities shall be so located as to make the meter and curb stop easily accessible and convenient for the installation, operation, protection, metering and maintenance of the City's meters and equipment.

(c) The City shall not be required to install or maintain more than one connection direct from its facilities to the facilities of any one User. Each User shall install and maintain, at his own expense, all piping, plumbing, equipment, and faucets, including a shut-off valve located in a curb box meeting the City's specifications, to the point of connection to the City's facilities except for the meter which the City will provide and install.

(d) The City of Rock Springs will permit a secondary water service on a property:

1. provided it does not adversely impact the distribution system;
2. the installation is to be metered and costs of installation are borne by the property owner;
3. after review and upon acceptance by City Engineering Staff and City Water Supervisor.

(e) All plumbing and equipment of Owner, including outside hydrants and faucets shall be connected, at the expense of Owner, to the service piping in such a manner that all water used by User shall pass through the meter.

(f) Temporary service shall be installed at the cost of Owner and according to the specifications of the City. All temporary lines shall be removed by Owner at the request of the City and at the expense of Owner. The Owner may apply to the City to have lines become permanent which application shall be considered the same as an application for capacity increase by the City and the Joint Powers Board.

(98-06, Amended, 06/20/1998; Ord. No. 2005-07, 4/19/05).

#### **4-1410 Metering and Billing.**

(a) The City will install and maintain all meters necessary to enable the City to render bills for each service connection furnished. All meters and other equipment furnished by the City will be maintained by the City and will remain in the ownership of the City.

(b) The Owner shall give the City, or its authorized agents, permission to enter User's premises at all reasonable times for the purpose of installing, inspecting, reading, repairing, or removing any or all of its equipment or facilities used in connection with the supply, metering and billing of water, or terminating service.

(c) Meters will be read at the time service is first established and thereafter at the City's regular periodic intervals approximately thirty days apart.

(d) If the City is unable to read the meter because of its inaccessibility or otherwise, the City shall estimate consumption based upon estimated consumption charts to be established from time to time by the City.

(e) Bills showing separately the consumption, (in cubic feet), and charge for each service connection as well as work orders, deposits and other charges furnished will be rendered monthly and will become delinquent if not paid within twenty (20) days after billing date.

(i) BILLING AND NOTICE SCHEDULE. (Note: Consumption starts on Day 1, therefore the time period allowed before shut off can reflect up to 77 days of actual consumption)

			Late Fee
Read Meter	Billing	Due Date	Charged
1-30 days	Day 1	Day 20	Day 21

Subsequent Months Billing Includes Late Fees and:



Past Due Notice  
—Day 31-32

Door Hanger ~~Delinquent~~ Notice  
Day 42

Shutoff  
Day 47

(A) If the City is unable to read a water meter because of its inaccessibility or otherwise, the City shall estimate consumption. As an alternative to estimation, customer may provide the Water Department with accurate readings on forms provided by the City. Every account shall be read by city personnel at least once every six (6) months. In no instance will the City accept responsibility to hold keys to private property in order to obtain readings of water meters.

(ii) Residential Users may request that charges for metered services be calculated using a "Levelized Billing Plan." Levelized bills will be rendered monthly showing the consumption determined by the plan in addition to charges for each service connection and work orders, deposits and other charges. The plan will determine the billed consumption based on the actual metered consumption, the budget amount, and the deferred balance. The monthly bill amount is calculated so as to bring the deferred balance to zero at end of each plan year. Thus while a customer's bill may never be identical, it will tend to be very near the same all year long.

(iii) Residential Users requesting levelized billing must have twelve (12) months of good credit history. Customers must agree to pay any unbilled charges upon termination of the plan or termination of their account. The budget amount is calculated over the previous twelve (12) months of charges, and may be adjusted by up to five percent (5%) during levelized billing setup. Settle-up bills may be prepared at the end of the plan year or upon termination to bring the deferred balance amount to zero. The plan may be terminated at the request of the customer, or by the City if the customer becomes delinquent.

(f) Any Owner who fails to pay the entire utility bill within twenty (20) days of the billing date shall be charged a late payment fee in the amount of two (2) percent of the past due amount. This provision shall not apply to other governmental entities receiving water service.

(g) No reduction of amounts billed will be made by reason of loss of water due to waste caused by leakage of equipment of User. No set off or credit for water used to prevent freezing of pipes will be given unless prior approval is received from the Public Works Department of the City. Maximum credit amounts may be established.

(h) The City reserves the right to install such meters or other devices as may be necessary for the efficient operation of the system for the detection and prevention of fraud or waste without notice to Owner. Whenever flat rate service is furnished for a special use and a demonstrated abuse of such service occurs, the City may, upon written notice to User, meter such service and bill for water supplied under an applicable schedule.

(i) Should damage result to metering equipment from molestation or willful neglect by User, the City will repair or replace such equipment and may bill User for the actual City costs incurred.

(j) Meters will be inspected upon request or as needed. If requests for testing of meters is made by User more often than once every twelve (12) months, the City may charge User for the City's actual cost of making such test. When a meter is found to be more than three (3) per cent fast, the City will refund to User the amount paid for such test, if any, together with the overcharge based on the corrected meter readings for the period in which the meter was in use, not exceeding six (6) months.

#### **4-1412 Responsibility.**

(a) The User must obtain and furnish to the City all necessary permits to enable the City to supply service.

(b) The Owner shall be responsible for all damage or loss of the City's property located upon his premises unless occasioned by negligence of the City. The Owner shall pay all costs for replacement and/or repair of the City's meter resulting from failure to provide protection and insulation from freezing of the water meter. The use of water upon the premises of Owner is at the risk of Owner and the responsibility of the City, except for the meter, shall cease at the point of connection with the City's facilities.



(c) User shall be responsible for the installation and maintenance of all piping, plumbing and equipment on User's facilities beginning at the corporation cock including all costs associated therewith. The City shall not be liable for any loss or damage of any nature whatsoever caused by any defect in User's service piping or in User's equipment upon the premises of the City.

(d) The City does not undertake or agree to furnish or supply continuous or uninterrupted service to its users over and above the maximum amount of water available to the City as determined by the Joint Powers Water Board and shall not be held responsible or liable to any User for any loss or damage caused or occasioned by or arising from any interruption or delay in service, or from any failure to supply water occasioned by or due to accidents, breakdowns, washouts, fire, flood, drought, adverse weather conditions, earthquake, subsidence, ground collapse or landslide, interruption or delay in transportation or power supply, walkout, government law, order, regulation or interference, Act of God or other causes which are unavoidable or beyond the reasonable control of the City, or on account of strikes, riots, wars, or civil or military authority; nor in any event shall the City be responsible or liable for any consequential damages, unless occasioned or caused by the City's willful default or neglect.

(e) The City will not permit any physical connection between a private water supply and the City's distribution system.

(f) User shall, when requested by the City or when required by legally constituted authority, furnish, own, and install a back flow prevention device in the City's piping or plumbing. Said device shall be of a type acceptable to the City and shall be installed, tested ~~from time to time~~ in accordance with DEQ Chapter 12, Section 14 rules, or a schedule determined by the City, and maintained by or at User's expense in accordance with the City's requirements. (Ord. No. 2005-07, 4/19/05).

#### **4-1415 Miscellaneous Provisions.**

(a) A service charge of Twenty Dollars (\$20.00) shall be incurred by all checks returned for insufficient funds. Payment in cash or by certified check may be required from customers with repeated insufficient check violations.

Any account which is past due to the point of having issued and/or delivered a Door Hanger Notice for unpaid balances 42 days after the original bill issue date may be charged a fifteen dollar (\$15.00) fee for the issue of such notice.

(b) Water Department servicemen may collect fees for payment of accounts. Triplicate receipts will be written (original to customer, duplicate to Water Department, triplicate to be maintained by water operations).

(c) The City will ~~not~~ allow contractors or others the use of fire hydrants for industrial or commercial use. ~~The only exception will be for those contractors involved in Abandoned Mine Lands (AML) contracts administered by the Department of Environmental Quality. AML contractors may use hydrants~~ after entering into a written agreement with the City. Written agreements ~~must~~ shall be accompanied by a cash bond or other surety.

(d) Any property deemed inaccessible due to the absence of the property owner will be entered for emergency work only if accompanied by an officer of the Rock Springs Police Department. The officer shall witness the work performed.

(e) When it is determined that multiple properties are served by a single water service, the property owner shall be ultimately responsible for delinquent accounts.

(f) It shall be the policy of the City to act immediately when fraudulent use of water is discovered. The User will be given 24 hours to cease and desist followed by immediate prosecution if necessary.

(g) The City does not assume responsibility for the maintenance, operation or location of the customer's curb box.

(h) The provisions of this article shall supersede all other regulations regarding water service heretofore adopted by the City and with which they do not conflict. (Ord. No. 88-07, 3-1-88; Ord. No. 94-14, 5-3-94; Ord. No. 2005-07, 4/19/05).

Section 2. That this ordinance shall be in full force and effect upon its approval and publication.

1<sup>st</sup> Reading: \_\_\_\_\_

2<sup>nd</sup> Reading: \_\_\_\_\_

3<sup>rd</sup> Reading: \_\_\_\_\_

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
President of the Council

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk