



*City Council Meeting
Agenda Packet*

June 19, 2018

7 p.m.

City Council Meeting Agenda

June 19, 2018 7 p.m.



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

BID OPENINGS

- p. 15 1. Bitter Creek Sewer Crossing Project

APPOINTMENTS

- p. 17 1. Community Fine Arts Center—RJ Pieper, 4th Term

PRESENTATIONS AND PROCLAMATIONS

- 1. Rock Springs Animal Control—Mike Kiggins
- 2. Wyoming Wildlife Federation—Jessi Johnson
- 3. Southwest Wyoming Regional Airport—Devon Brubaker

PUBLIC HEARINGS

- p. 20 1. City of Rock Springs Proposed Budget for Fiscal Year 2018-2019 (*Resolution 2018-99*)
- p. 21 2. Proposed Sewer Use Fee Increase (*Resolution 2018-98*)
- p. 22 3. Sale of Municipal Property to WYDOT—Elk Street (*Resolution 2018-104*)

PETITIONS

OFFICER AND STAFF REPORTS

- p. 26 1. Health Insurance Fund Recap—May 2018
- p. 28 2. Financial Report Summary—May 2018
- p. 34 3. Rock Springs Renewal Fund Financial Statements—April 2018
- p. 36 4. Acknowledgement of Receipt of Financial Disclosure Statements

COUNCIL COMMITTEE AND BOARD REPORTS

- p. 38 1. Main Street Board Meeting Minutes of May 14, 2018

BILLS AND CLAIMS

- p. 41 1. Bills and Claims for June 19, 2018
- p. 62 2. Salaries for June 7, 2018

NEW BUSINESS

- p. 64 1. Request from the Fire Department for permission to fill a vacant Fire Battalion Chief (Fire Inspector) position
- p. 65 2. Request from the Fire Department for permission to fill a vacant Fire Captain position
- p. 66 3. Request from the Fire Department for permission to fill a vacant Entry Level Firefighter position
- p. 67 4. Request from the Parks and Recreation Department for permission to provide each National High School Rodeo contestant free access to the Family Recreation Center and the Civic Center from July 12—July 21, 2018
- p. 68 5. Request from International Day, Inc. for two Malt Beverage Permits for the International Day Event on July 13, 2018, from 5 p.m.—10 p.m. and July 14, 2018, from 10 a.m.—10 p.m. at Bunning Park
- p. 70 6. Request from Santa Fe Trail, Inc. for a Liquor Catering Permit for the Pharr/Layson Reception on July 14, 2018, from 4 p.m.—midnight at Bunning Hall
- p. 73 7. Request from the Red Desert Roundup Rodeo Parade for road closures and barricades to be

placed along the parade route on July 28, 2018, from 6 a.m.—noon

RESOLUTIONS

- | | | | |
|--------------------|-----|----------|--|
| p. 75
HA | 1. | 2018-93 | A Resolution accepting a Capital Fund Program Amendment for the Fiscal Year 2019 for the purpose of receiving \$270,825.00 for the Rock Springs Housing Authority's Public Housing Program |
| p. 95 | 2. | 2018-94 | A Resolution approving a FY 2019 Air Service Enhancement Program Cooperative Agreement among Sweetwater County, the City of Green River, and the City of Rock Springs |
| p. 117 | 3. | 2018-95 | A Resolution establishing a Pay Plan and Insurance Benefits for Department Heads and Non-Bargaining Employees of the City of Rock Springs |
| p. 119 | 4. | 2018-96 | A Resolution amending and re-enacting Resolution 88-25 to establish water rates in the city of Rock Springs |
| p. 125 | 5. | 2018-97 | A Resolution to certify to the Sweetwater County Commissioners, the levies to be made for the Fiscal Year ending June 30, 2019 |
| p. 126 | 6. | 2018-98 | A Resolution setting the sewer rate for the period beginning July 1, 2018 |
| p. 127 | 7. | 2018-99 | A Resolution to accept and approve a budget submitted for the City of Rock Springs for the Fiscal Year ending June 30, 2019 |
| p. 130 | 8. | 2018-100 | A Resolution approving a contract between the City of Rock Springs and Jack's Truck & Equipment, in the amount of \$408,048.00, for the purchase of a Vac Truck for the Water Reclamation Facility |
| p. 132 | 9. | 2018-101 | A Resolution approving a contract between the City of Rock Springs and Wylie Construction, Inc., in the amount of \$168,500.00, for the Bunning Park Rehabilitation Project |
| p. 135 | 10. | 2018-102 | A Resolution authorizing the discharge of uncollectible Occupation Tax debts |
| p. 137 | 11. | 2018-103 | A Resolution renewing a Lease and Agreement between Sweetwater County, Castle Rock Hospital District, Granger, Green River, Rock Springs, Superior, Wamsutter, and the Sweetwater County 2013 Specific Purpose Tax Joint Powers Board, for the payment of rental payments and additional rentals for Fiscal Year 2018-2019 |
| p. 138 | 12. | 2018-104 | A Resolution accepting and approving a Wyoming Department of Transportation Memorandum of Agreement regarding the sale of real property owned by the City of Rock Springs in the amount of \$6,670.00, with an additional \$800.00 for use of a temporary construction permit area |
| p. 229 | 14. | 2018-105 | A Resolution to accept and approve a Budget Revision to the Budget for the Fiscal Year ending June 30, 2018 |
| p. 231 | 15. | 2018-106 | A Resolution accepting and approving an amended Contract for Sale of Real Property located at 538 Pilot Butte Avenue, to JAMCO Rentals, LLC |

ORDINANCES

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| p. 239 | 1. | 2018-11 | <i>3rd Reading:</i> 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. 241 | 2. | 2018-12 | <i>3rd Reading:</i> An Ordinance amending Article 4-14 of the Ordinances of the City of Rock Springs, WY, entitled "Water Service" |

EXECUTIVE SESSION—Litigation

ADJOURNMENT



City Council Agenda

Minutes

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

City Council met in regular session on June 5, 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, and Rob Zotti. Councilor David Halter was absent from the meeting. Department Heads present included Kara Beech, Matthew McBurnett, Dave Lansang, Jim Wamsley, Steve Horton, Richard Beckwith, and Dwane Pacheco. The pledge of allegiance was recited.

Approval of Minutes

Moved by Councilor Shalata, seconded by Councilor Mosbey to approve the City Council Meeting Minutes of May 15, 2018.

BID OPENINGS

Bunning Park Area Rehabilitation Project

One bid was received from Wylie Construction, Inc., PO Box 576, Rock Springs, WY 82902, in the amount of \$168,500.00.

One bid was received from DeBernardi Construction Company, Inc., 514 G Street, Rock Springs, WY 82901, in the amount of \$215,600.00.

Water Reclamation Facility Vac Truck

Five bids were received from Jack's Truck & Equipment, 376 W. Blairtown Road, Rock Springs, WY 82901, in the amounts of \$430,462.00, \$408,048.00, \$408,068.00, \$385,046.00 and \$417,122.00.

One bid was received from Tri State Truck & Equipment, Inc., P.O. Box 3149, Rock Springs, WY 82901, in the amount of \$424,401.83.

APPOINTMENTS

Communities Protecting the Green River—Eddie Baker (No Defined Term)—Joint Appointment

Moved by Councilor Mosbey, seconded by Councilor Tate to appoint Eddie Baker to fill the vacancy created by Don Hartley on the Communities Protecting the Green River Board. Upon roll call the following voted in favor: Councilors Armstrong, Savage, Mosbey, Zotti, Tate, Wendorf, and Shalata. Motion carried unanimously.

PRESENTATIONS AND PROCLAMATIONS

Presentation—Southwest Wyoming Regional Airport—Devon Brubaker

Devon Brubaker informed the Governing Body that the County Commissioners had approved various agreements for the Southwest Wyoming Regional Airport. Passenger statistics for Skywest are up 26%, which will have a positive impact on the Minimum Revenue Guarantee. Mr. Brubaker introduced Dusty Spomer, the Southwest Wyoming Regional Airport's new Airport Master Consultant from Cody, Wyoming. Mr. Spomer introduced himself to the Governing Body.

Proclamation—Men's Health Month

Mayor Demshar read a proclamation declaring the month of June, 2018, as Men's Health Month and encouraged all citizens to pursue preventative health practices and early detection efforts.

PUBLIC HEARINGS

A Public Hearing to discuss the proposed changes to the Housing Authority's Admissions & Continued Occupancy Policy (Resolution 2018-86)

No comments were received.

PETITIONS

No comments were received.

COUNCIL COMMITTEE AND BOARD REPORTS

Mayor Demshar acknowledged the receipt of the Parks & Recreation Advisory Board Meeting Minutes of April 12, 2018 and the Rock Springs Historical Museum Board Meeting Minutes of March 14 and April 11, 2018.

Councilor Wendorf thanked everyone who participated in the City-Wide Cleanup and reminded the public that the National High School Finals Rodeo is coming up, so we'd like to make a good impression and keep our city clean.

Moved by Councilor Mosbey, 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: Sweetwater County Board of Health Meeting Agenda for May 30, 2018 and the Joint Powers Water Board Meeting Agenda for May 24, 2018.

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

BILLS AND CLAIMS

Bills and Claims for June 5, 2018

BCBS of WY	Benefits	69,345.58
FlexShare Benefits	Administration	391.50
Payment Remittance Ctr.	Expenses	3,320.28
A&R Sports, LLC	Equipment	2,033.04
ACG Heating & Air	Equipment	11,212.50
Abby Moneyhun	Utility reimbursement	50.98
ABI Winterhawk Recovery, LLC	Housing assistance	637.00
Adidas America, Inc.	Supplies	497.60
AED Superstore	Supplies	130.98
Alphagraphics	Services	891.48
American Red Cross	Training	28.00
Amundsen Construction	Utility Refund	63.54
B&H Photo	Supplies	104.00
Badger Meter, Inc.	Services	360.00
Benedict, Megan	Deposit Refund	255.54
Best Practice Consulting, LLC	Services	1,600.00
Best Value Rentals, LLC	Housing assistance	739.00
Bingham	Housing assistance	38.00
BLR	Subscription	536.99
Boys & Girls Club of SWCO	Sponsorships	1,250.00
Brown	Services	50.00
Buck Scientific	Supplies	489.91
Bush Industries, Inc.	Equipment	404.53
Cameron or Talisha Hobbs	Utility reimbursement	56.62
Carrington Pointe Apartments	Housing assistance	8,819.00
CDW Government	Supplies	766.89
Century Link	Telephone	5,175.09
Chavez	Housing assistance	408.00

City of Rock Springs	Health Insurance	328,474.90
CJ Signs	Services/supplies	315.00
Clark, Aspen	Housing assistance	5.00
CML Rentals	Housing assistance	1,041.00
Cobra Puma Golf, Inc.	Supplies	108.28
Concrete Conservation, Inc.	Equipment	23,005.00
Copier & Supply Co., Inc.	Services	1,865.62
Dean Forsgren	Utility reimbursement	35.98
DeBernardi Construction Co., Inc.	Services	35,895.60
Dell	Equipment	2,906.97
Dominion Energy	Utilities	22,198.23
Doud BTS	Utility reimbursement	162.62
Downtown Decorations, Inc.	Flags	556.92
DXP Enterprises, Inc.	Parts	292.75
Edgar Arana	Utility reimbursement	60.90
Electrical Connections, Inc.	Services/supplies	12,404.00
Elizabeth Young	Utility reimbursement	135.98
Energy Laboratories, Inc.	Services	496.00
Ennis-Flint, Inc.	Supplies	15,425.00
Eric Phillips Law Office	Legal Fees	450.00
Foremost Promotions	Supplies	479.21
Fossen	Housing assistance	686.00
Frontier Precision, Inc.	Equipment	2,182.34
Gamble	Housing assistance	68.00
Garrett Taylor	Utility reimbursement	136.02
Gear for Sports	Equipment	1,971.44
Godfrey	Housing assistance	52.00
Grainger, Inc.	Equipment	247.06
Green Works, Inc.	Supplies	516.00
Guilford	Housing assistance	38.00
Hach Chemical	Chemicals	835.62
Hansen Allen & Luce, Inc.	Change Order	3,708.28
Harper	Housing assistance	24.00
Honnen Equipment, Co.	Equipment	205.50
In the Swim	Chemicals	2,135.93
Infinity Power & Controls	Services	1,200.00
Islas de Dios	Housing assistance	52.00
Jack's Truck & Equipment	Parts	2,503.87
James Criswell	Utility reimbursement	217.06
JC Jacobs	Services	779.76
Jirdon Agri Chem, Inc.	Chemicals	3,264.34
JME Fire Protection, Inc.	Services	240.00
John or Shannon Brown	Utility reimbursement	60.98
Kenworth Sales	Parts	57.48
L.N. Curtis & Sons	Parts	379.03
Lighthouse Uniform Co.	Uniforms	658.10
Login/IACP	Membership	875.00
Logiudice	Housing assistance	52.00
Loredo	Housing assistance	52.00
Lorimer	Reimbursement	69.64
Luna	Housing assistance	52.00
M&H Properties, LLC	Housing assistance	161.00
Macy's Truck Repair, Inc.	Parts	2,036.94
Matthew Bender	Subscription	265.63
Model Signs	Services/supplies	73.00
Mountainland Supply Co.	Equipment	2,997.06
MRI Software, LLC	Backgrounds	96.00
National Gym Supply	Equipment	106.93
New Studio	Photos	70.00
Nicole Cowley	Utility reimbursement	40.98
Northern Title Co.	Title	300.00

Nu-Life Auto Glass, LLC	Windshields	515.20
One Call of Wyoming	Services	183.75
Overy	Housing assistance	680.00
Paetec	Telephone	149.35
Parker	Housing assistance	12.00
Penoff	Housing assistance	260.00
Peter Martin	Utility reimbursement	62.53
Pineda, Attorney at Law	Legal Fees	150.00
Pitt Stop Signs & Graphix	Services/Supplies	475.00
Pitts	Housing assistance	38.00
Plan One/Architects	Services	1,375.00
Platt Electric Supply	Parts	772.19
PMS Custom Screen Printing	Shirts	982.00
Porter	Services	50.00
Power Engineering Co.	Services	291.67
Pyrotechs, Inc.	Services	2,155.00
R&D Sweeping & Asphalt	Project	37,270.12
R&R Products, Inc.	Parts	522.64
Reyes	Housing assistance	31.00
RMT Equipment	Parts	286.95
Robert A. Spence	Legal Fees	450.00
Robertson	Housing assistance	38.00
Rock Springs Creekside Apts.	Housing assistance	3,168.00
Rock Springs IV Center	Medications	129.53
Rock Springs Newspapers	Subscription/Advertising	5,824.49
Rock Springs Renewal Fund	Services/Supplies	359.99
Rock Springs Winnelson Co.	Equipment	21,044.44
Rocky Mountain Power	Utilities	74,272.35
Rocky Mountain Powersports	Services	65.91
Rocky Mountain Survey, Inc.	Services	9,143.00
Rocky Road Asphalt	Repair	1,650.00
Rod or Cortney Reed	Utility reimbursement	43.64
Rollins	Housing assistance	8.00
Rosenbauer Minnesota, LLC	Equipment	592.31
RS Apartments LLC	Housing assistance	233.00
RS Refrigeration	Parts	58.16
RS/GR/SWCO Communications JPB	Agreement	273,092.55
Russell Industries, Inc.	Parts	34.20
Saavedra	Housing assistance	52.00
Safariland, LLC	Training	1,790.00
Sanchez	Services	175.00
Seals	Reimbursement	405.75
Self	Housing assistance	476.00
Semedo	Housing assistance	31.00
Seppie, Tasha	Award	200.00
Shell	Housing assistance	38.00
Sheryl Easterling	Utility reimbursement	14.31
SHI International Corp	Subscription	5,092.90
Sirchie Laboratories	Parts/Supplies	1,420.43
Skips Tire	Services	65.00
Southwest Real Estate	Housing assistance	779.00
Southwest WY Wool Warehouse	Supplies	162.36
Sportsman's Warehouse	Supplies	165.87
Sportsmith	Equipment	150.76
Springview Manor Apts.	Housing assistance	3,373.00
Standard Plumbing	Parts	12.26
Staples Advantage	Supplies	1,921.67
State Fire DC Specialties	Services	654.60
Stephenson	Housing assistance	31.00
Sun Life Financial	Benefits	1,324.31
Supply Cache Inc.	Supplies	288.30

SWCO District BOH	Vaccinations	1,025.68
SWCO Weed & Pest	Chemicals	1,487.30
SWCO Clerk	Agreement	31,634.46
SWCO School District #1	Printing	111.50
SWCO Solid Waste	Services	109.60
Sweetwater Heights	Housing assistance	3,071.00
Sweetwater Plumbing & Heating LLC	Parts	2,704.00
Sweetwater Trophies	Supplies	132.70
Taylor Made Golf Co., Inc.	Supplies	809.00
Team Laboratory Chemical Corp	Services	1,695.00
Thomson Reuters	Subscription	1,101.03
Turnkey Properties, Inc.	Housing assistance	1,136.00
Union Pacific Railroad	Lease	9,433.01
United Site Services	Subscription	819.95
UPS	Shipping	193.42
Vaughn's Plumbing	Repairs	1,515.32
Verizon Wireless	Telephone	4,281.36
Vesco	Housing assistance	420.00
Vonage Business	Telephone	427.28
Walmart Community BRC	Supplies	4,592.41
Wamco Lab, Inc.	Testing	1,200.00
Ware	Housing assistance	1,475.00
Webb	Services	175.00
Weed Management Solutions	Contract	27,423.00
Willdan Lighting & Electric, Inc.	Lighting	413.77
William R. Tafiaferro	Utility reimbursement	313.00
Williams	Services	175.00
Willow Street Rentals	Housing assistance	444.00
Wireless Advanced Comm., Inc.	Equipment	50,363.62
Woodard	Housing assistance	90.00
Wostrel	Housing assistance	650.00
Wyoelectric	Repairs	328.81
Wyoming Analytical Labs	Testing	367.00
Wyoming Machinery	Parts	194.50
	Total	1,190,844.21

Report Checks for May 22, 2018

Employee Garnishments	Employee deductions	391.65
Internal Revenue Service	EFT	139,465.85
AXA-Equitable	Employee deferred	137.50
ICMA	EFT	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	\$167,111.22

Moved by Councilor Wendorf, seconded by Councilor Zotti to approve the bills and claims for June 5, 2018. Motion carried unanimously.

Salaries for May 22, 2018: \$646,043.67

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

NEW BUSINESS

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

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

Request from the Finance Department for permission to fill a vacant Accounting Technician I or II position in the Water/Sewer Administration division

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

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

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

Request from Black Rock, Inc. for a Liquor Catering Permit for the Matlock Anniversary Party on July 14, 2018, from noon to midnight at 543 Broadway

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

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)

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

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)

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

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.

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

Request from Good Times, Inc. to extend serving area on June 9, 2018, from 1 p.m.—9 p.m.

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

Request from Lew's, Inc. to hold an outdoor party on June 23, 2018, from noon to midnight

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

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)

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

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 9th Street

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

Request from The Pour House to hold the 1st 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 9th Street

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

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

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

Request from Wyoming Downs for three Liquor Catering Permits for the Red Desert Roundup Rodeo on July 26-28, 2018, from 6 p.m.—midnight at the Sweetwater Events Complex

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

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

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

RESOLUTIONS

Resolution 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, was read by title.

Moved by Councilor Mosbey, seconded by Councilor Wendorf to approve Resolution 2018-85. Upon roll call the following voted in favor: Councilors Armstrong, Savage, Mosbey, Shalata, Tate, Wendorf, Zotti, and Mayor Demshar. Motion carried unanimously.

Resolution 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, was read by title.

Moved by Councilor Wendorf, seconded by Councilor Zotti to approve Resolution 2018-86. Upon roll call the following voted in favor: Councilors Armstrong, Savage, Mosbey, Shalata, Tate, Wendorf, Zotti, and Mayor Demshar. Motion carried unanimously.

Resolution 2018-87 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, was read by title.

Moved by Councilor Tate, seconded by Councilor Mosbey to approve Resolution 2018-87. Upon roll call the following voted in favor: Councilors Armstrong, Savage, Mosbey, Shalata, Tate, Wendorf, Zotti, and Mayor Demshar. Motion carried unanimously.

Resolution 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, was read by title.

Moved by Councilor Wendorf, seconded by Councilor Shalata to approve Resolution 2018-88. Upon roll call the following voted in favor: Councilors Armstrong, Savage, Mosbey, Shalata, Tate, Wendorf, Zotti, and Mayor Demshar. Motion carried unanimously.

Resolution 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, was read by title.

Moved by Councilor Wendorf, seconded by Councilor Shalata to approve Resolution 2018-89. Upon roll call the following voted in favor: Councilors Armstrong, Savage, Mosbey, Shalata, Tate, Wendorf, and Mayor Demshar. Motion carried with Councilor Zotti abstaining.

Resolution 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, was read by title.

Moved by Councilor Savage, seconded by Councilor Mosbey to approve Resolution 2018-90. Upon roll call the following voted in favor: Councilors Armstrong, Savage, Mosbey, Shalata, Tate, Wendorf, Zotti, and Mayor Demshar. Motion carried unanimously.

Resolution 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, was read by title.

Moved by Councilor Mosbey, seconded by Councilor Tate to approve Resolution 2018-91. Upon roll call the following voted in favor: Councilors Armstrong, Savage, Mosbey, Shalata, Tate, Wendorf, Zotti, and Mayor Demshar. Motion carried unanimously.

Resolution 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, was read by title.

Mayor Demshar clarified that this amendment is only to increase the grant monies we will be receiving for the Bitter Creek Reconstruction Project from \$177,000.00 to almost \$500,000.00.

Moved by Councilor Tate, seconded by Councilor Wendorf to approve Resolution 2018-92. Upon roll call the following voted in favor: Councilors Armstrong, Savage, Mosbey, Shalata, Tate, Wendorf, Zotti, 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, and Mayor Demshar. Motion carried unanimously.

Moved by Councilor Savage, seconded by Councilor Mosbey to approve Ordinance 2018-04. Upon roll call the following voted in favor: Councilors Armstrong, Savage, Mosbey, Shalata, Tate, Wendorf, Zotti, 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 third reading.

Moved by Councilor Mosbey, seconded by Councilor Wendorf to approve Ordinance 2018-08. Upon roll call the following voted in favor: Councilors Armstrong, Savage, Mosbey, Shalata, Tate, Wendorf, Zotti, and Mayor Demshar. Motion carried unanimously.

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 third reading.

Moved by Councilor Tate, seconded by Councilor Zotti to approve Ordinance 2018-09. Upon roll call the following voted in favor: Councilors Armstrong, Savage, Mosbey, Shalata, Tate, Wendorf, Zotti, and Mayor Demshar. Motion carried unanimously.

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 third reading.

Moved by Councilor Wendorf, seconded by Councilor Savage to approve Ordinance 2018-10. Upon roll call the following voted in favor: Councilors Armstrong, Savage, Mosbey, Shalata, Tate, Wendorf, Zotti, and Mayor Demshar. Motion carried unanimously.

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 second 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 second reading.

ADJOURNMENT

There being no further business, the meeting adjourned at 7:48 p.m.

By: _____
Council President

ATTEST:

City Clerk

Mayor



City Council Agenda

Bid Openings

DOCUMENT 00 00 30

INVITATION TO BID

Notice is hereby given that the CITY OF ROCK SPRINGS (OWNER) will accept bids for the construction of the **BITTER CREEK SEWER CROSSING REPLACEMENT** according to Drawings and Specifications prepared by the ENGINEER – HANSEN, ALLEN, & LUCE, Inc.; and described in general as:

Construction of a replacement sewer crossing Bitter Creek including construction of steel piles, pipe supports, anchor blocks, casing, 15" diameter PVC sewer, and manholes.

Separate sealed bids will be received by the OWNER in the Rock Springs City Hall 212 D St, Rock Springs, WY 82901 until 5:00 p.m. on June 19, 2018 and then at said office publicly opened and read aloud. Bids shall be filed with the City Clerk, City Hall, Rock Springs, Wyoming, prior to the Bid Opening.

CONTRACT DOCUMENTS may be obtained on or after May 1, 2018 by contacting Hansen, Allen, & Luce, Inc. Greg Poole, 801 566 5599 email gpoole@hansenallenluce.com. No charge for digital pdf copies, \$40 charge for paper copies.

Bid security in the amount of 5% of the base bid will be required to accompany bids.

Prospective BIDDERS are encouraged to attend a Pre-Bid conference which will be held at Rock Springs City Hall 212 D St, Rock Springs, WY 82901 at 10:00 A.M. on June 5, 2018. The object of the conference is to acquaint BIDDERS with the site conditions, specifications, and to answer any questions which BIDDERS may have concerning the project.

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.

The OWNER reserves the right to reject any or all bids; or to accept or reject the whole or any part of any bid; or to waive any informality or technicality in any bid in the best interest of the District. Only bids giving a firm quotation properly signed will be accepted.

All bids shall be marked on the exterior:

BID: **BITTER CREEK SEWER CROSSING REPLACEMENT**

CONTRACTOR:

Name

Address

- END OF DOCUMENT -



City Council Agenda

Appointments



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

FROM: Kristyn Muniz, City Clerk Administrative Assistant

DATE: June 19, 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:

COMMUNITY FINE ARTS CENTER BOARD

Appointment: Pieper, RJ – 4th Term (3rd Term Expires on July 1, 2018)



City Council Agenda

Presentations and Proclamations



City Council Agenda

Public Hearings

NOTICE OF PUBLIC HEARING

Notice is hereby given of a public hearing for consideration of the City of Rock Springs Proposed Budget for the 2018-2019 fiscal year, ending June 30, 2019. Said hearing will be held in the City Council Chambers in City Hall, 212 D Street, Rock Springs, Wyoming, on the 19th day of June, 2018, during the regular council meeting at 7:00 pm. At this time any and all interested persons may appear and give comment regarding said budget. Senior citizens are encouraged to attend. Persons needing needing assistance or aid should contact the City prior to the meeting by calling 352-1510.

The following summary represents only proposed appropriations and will be adjusted prior to final approval:

BUDGET SUMMARY

FUND	TOTAL CASH AVAILABLE FOR BUDGET	TOTAL ANTICIPATED REVENUES	ESTIMATED TOTAL CASH & REVENUES	ESTIMATED TOTAL REQUIREMENTS FOR APPROPRIATIONS	ESTIMATED TAX REQUIREMENT 8 mills
General	\$8,110,322.81	\$26,776,869.66	\$34,887,192.47	\$34,833,004.57	\$1,600,000.00
Health Insurance Fund	3,686,526.10	4,492,300.00	8,178,826.10	4,285,000.00	
Road Impact Fee Fund	564,755.76	100.00	564,855.76	20,000.00	
Sewer	707,312.34	5,414,790.09	6,122,102.43	6,122,102.43	
Water	7,041,125.21	6,246,755.00	13,287,880.21	11,667,003.74	
CAP Programs		250,000.00	250,000.00	250,000.00	
Public Housing	342,124.77	855,300.00	1,197,424.77	855,300.00	
Sec 8 Vouchers	56,403.25	388,080.00	444,483.25	388,080.00	
Combined Imp Districts		50.00	50.00		
PD#109 Bond		50.00	50.00		
PD#118 Bond		50.00	50.00		
PD#119 Bond		50.00	50.00		

DETAILS OF GENERAL FUND REQUIREMENTS

Mayor/Council	\$361,800.00
City Attorney	525,550.00
Finance/Administration	986,250.00
City Buildings	404,010.00
City Court	329,697.00
Urban Renewal/Main Street	289,350.00
IT	789,875.00
HR	179,577.00
Police Department	8,752,287.69
Animal Control	406,350.00
Emergency Management	17,100.00
Fire Department	5,269,322.00
Administration & Engineering	723,250.00
Street Department	4,167,685.00
Cemetery	896,575.00
Parks Department	1,258,059.08
Golf Course	1,791,172.00
Civic Center	1,323,951.00
Indoor Recreation Center	2,823,853.30
Non-Departmental	1,896,573.50
Public Services Admin/Planning	348,437.00
Building Inspections	417,050.00
Vehicle Maintenance	649,330.00
RS Historical Museum	225,900.00
Total Appropriations	34,833,004.57

DETAILS OF SEWER FUND REQUIREMENTS

Sewer Administration	\$286,800.00
Water Reclamation	5,835,302.43
Total Appropriations	6,122,102.43

DETAILS OF WATER FUND REQUIREMENTS

Water Administration	4,333,300.00
Operations & Maint	7,345,203.74
Total Appropriations	11,678,503.74

BY: Carl R. Demshar, Jr.
Mayor

ATTEST: Matthew L. McBurnett
City Clerk/Treasurer

PUBLISH: June 12, 2018

NOTICE OF PUBLIC HEARING

The city of Rock Springs will hold a Public Hearing to receive public comments regarding a proposed sewer use fee increase. Said Hearing will be held in the City Council Chambers, City Hall Building on the 19th day of June, 2018 at 7:00 pm. The proposed increase of 5% will be effective July 1, 2018, increasing the user fee from \$0.04555 per cubic foot to \$0.04783 per cubic foot. The minimum monthly sewer charge will increase from \$12.21 to \$12.82.

Publish: June 9, 2018

June 16, 2018

PUBLIC HEARING SALE OF MUNICIPAL PROPERTY

The Rock Springs City Council will hear public comments on the proposed sale of municipal real property to the Wyoming Department of Transportation for road construction, which real property is more specifically described as follows:

Parcel No. 2

A triangular shaped parcel of land situate in Block 2 of the UPPR First Addition, Sweetwater County, Wyoming, located in Lot 3, Section 35, T. 19 N., R. 105 W., 6th P.M., Sweetwater County, Wyoming; Commencing at the north quarter corner of said Section 35, said corner being monumented by a nail with shiner, from which the northwest corner thereof bears N. 89° 06' 41.6" W. a distance of 2,631.11 feet, said corner being monumented by a nail; thence S. 53° 41' 45.8" W. a distance of 807.49 feet to the southeast corner of said Block 2, **THE TRUE POINT OF BEGINNING**; thence along the south boundary of said Block 2, N. 88° 37' 04.1" W. a distance of 29.01 feet; thence along said east boundary of said Block 2, S. 1° 22' 55.9 " W. a distance of 34.53 feet to the point of beginning. The above described parcel of land contains 501 square feet, more or less.

Parcel No. 2B

A parcel of land located in the SE¼ SW¼, Section 26, T. 19N., R. 105 W., 6th P.M., Sweetwater County, Wyoming; Commencing at the south quarter corner of said Section 26, said corner being monumented by a nail with a shiner, from which the southwest corner thereof bears N. 89° 06' 41.6" W. a distance of 2,631.11 feet, said corner being monumented by a nail; thence N. 5° 40' 30.0" W. a distance of 973.83 feet to a point on the southwest corner of Block 13 of the Pilot Butte Addition to Rock Springs, said point being monumented by an Aluminum cap, PLS 558, **THE TRUE POINT OF BEGINNING**; thence N. 57° 23' 51.5" W. a distance of 47.88 feet to the easterly corner of that certain tract of land described in Book 1024 at page 565 of the Sweetwater County records, said corner being on the existing northeasterly right-of-way boundary of Elk Street; thence along said existing northeasterly right-of-way boundary and along the northeasterly boundary of said tract N. 61° 35' 28.9" W. a distance of 56.85 feet to the southeast corner of that certain tract of land described in Book 120 at page 56 of the Sweetwater County records; thence continuing along said existing northeasterly right-of-way boundary and along the northeasterly boundary of said tract N. 36° 20' 06.5" W. a distance of 352.57 feet to a point on the southeasterly boundary of the Brooks Addition to Rock Springs; thence leaving said right-of-way boundary southwesterly along said southeasterly boundary S. 53° 26' 27.1" W. a distance of 65.98 feet to a point on the northeasterly boundary of that certain tract of land described in Book 695 at page 857 of the Sweetwater County records; thence southeasterly along said northeasterly boundary S. 36° 36' 47.1" E. a distance of 380.80 feet to the easterly corner of said tract; thence leaving said northeasterly boundary southwesterly along the southeasterly boundary of said tract S. 23° 42' 18.6" W. a distance of 103.14 feet to the south corner of said tract of land, said point also being the west corner of that certain tract of land described in Book 1024 at page 561 of the Sweetwater County records, said point being the beginning of a non-tangent curve, concave southwesterly, the radius of which is 1,472.39 feet and a line tangent to said curve bears S. 24° 49' 12.4" E. a distance of 166.07 feet; thence leaving said southeasterly boundary, southeasterly along the southwesterly boundary of said tract, along said curve through a central angle of 6° 27' 56.3" an arc distance of 166.15 feet to the point of ending of said curve,

the chord being S. 21° 35' 14.3" E. a distance of 166.07 feet, said point being the southwest corner of said tract; thence leaving said southwesterly boundary along the southerly boundary of said tract N. 83° 02' 04.9" E. a distance of 79.88 feet the southeasterly corner of said tract; thence leaving said southerly boundary along an extended line of said southerly boundary N. 83° 02' 04.9" E. a distance of 51.93 feet to a point on the westerly boundary of the Pilot Butte Subdivision; thence along said westerly boundary N. 6° 00' 13.1" W. a distance of 242.30 feet to the point of beginning. The above described parcel of land contains (65,081 square feet), 1.49 acres, more or less.

The above legal description is to incorporate and supersede those certain deeds as recorded in Book 1024 at page 565, Book 1024 at page 561, and Book 695 at page 857 in the records of the Clerk and Recorder of the County of Sweetwater, State of Wyoming, in whole or in part as they are within the boundaries of said description.

Parcel 2C

A parcel of land located in SE¼ SW¼, Section 26, T. 19N., R. 105 W., 6th P.M., Sweetwater County, Wyoming. Commencing at the south quarter corner of said Section 26, said corner being monumented by a nail with a shiner, from which the southwest corner thereof bears N. 89° 06' 41.6" a distance of 2,631.11 feet, said corner being monumented by a nail; thence N. 5° 40' 30.0" W. a distance of 973.83 feet to a point on the southwest corner of Block 13 of the Pilot Butte Addition of Rock Springs, said point being monumented by an Aluminum cap, PLS 558, **THE TRUE POINT OF BEGINNING**; thence along the westerly boundary of the Pilot Butte Addition, N. 6° 22' 47.4" E. a distance of 11.65 feet to a point on the proposed right-of-way line of Elk Street; thence leaving the said westerly boundary along said proposed right-of-way line N. 71° 08' 31.0" W. a distance of 43.99 feet to the easterly corner of that certain tract of land described in Book 1024 at page 565 of the Sweetwater County records; thence S. 57° 23' 51.5" E. a distance of 47.88 feet to the point of beginning. The above described parcel contains 250 square feet, more or less.

Said real property has a cumulative appraised value of Seven Thousand Five Hundred Sixty Dollars (\$7,560.00). The hearing will take place at the regular council meeting on Tuesday, June 19, 2018, at 7 p.m. in the Rock Springs City Council Chambers, 212 D Street, Rock Springs, Wyoming.

This notice is made pursuant to Wyoming Statute 15-1-112.

Matthew L. McBurnett
City Clerk

PUBLISH: May 30, June 6 & 13, 2018



City Council Agenda

Petitions



City Council Agenda

Officer and Staff Reports

Health Insurance Fund
May 31, 2018

[illegible]

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

Date	Institutional	Professional	Dental	Vision	Drug	Rx Wyo Rebate	Total
3/7/2018	13,288.52	14,826.31	6,070.56	645.00	6,093.57		40,923.96
3/14/2018	11,851.35	10,429.41	2,272.40	375.00	1,439.52		26,367.68
3/21/2018	11,068.18	-43.00	2,669.60	0.00	-35.57		13,659.21
3/28/2018	998.63	0.00	3,687.31	0.00	0.00	-25,788.33	-21,102.39
4/4/2018	0.00	0.00	4,793.56	0.00	32,817.90		37,611.46
4/11/2018	145.74	428.10	4,808.10	0.00	8,484.49		13,866.43
4/18/2018	211.64	0.00	2,921.50		10,597.91		13,731.05
4/25/2018	0.00	43.00	5,073.90		4,264.49		9,381.39
5/2/2018	2,482.31	102,652.69	1,357.60	1,294.06	5,579.62		113,366.28
5/9/2018	59,969.00	73,218.63	3,414.30	2,973.51	4,444.06		144,019.50
5/16/2018	347,087.25	29,810.73	4,006.10	1,040.00	9,221.31		391,165.39
5/23/2018	101,540.97	12,547.57	4,603.13	280.00	6,511.06		125,482.73
5/30/2018	32,851.54	16,902.03	1,984.90	923.00	5,971.73		58,633.20
6/6/2018							0.00
6/13/2018							0.00
6/20/2018							0.00
6/27/2018							0.00
7/4/2018							0.00
7/11/2018							0.00
7/18/2018							0.00
7/25/2018							0.00
8/1/2018							0.00
8/8/2018							0.00
8/15/2018							0.00
8/22/2018							0.00
8/29/2018							0.00
9/5/2018							0.00
9/12/2018							0.00
9/19/2018							0.00
9/26/2018							0.00
10/3/2018							0.00
10/10/2018							0.00
10/17/2018							0.00
10/24/2018							0.00
10/31/2018							0.00
11/7/2018							0.00
11/14/2018							0.00
11/21/2018							0.00
11/28/2018							0.00
12/5/2018							0.00
12/12/2018							0.00
12/19/2018							0.00
12/26/2018							0.00
1/2/2019							0.00
1/9/2019							0.00
1/16/2019							0.00
1/23/2019							0.00
1/30/2019							0.00
2/6/2019							0.00
2/13/2019							0.00
2/20/2019							0.00
2/27/2019							0.00
Total	581,495.13	260,815.47	47,662.96	7,530.57	95,390.09	-25,788.33	967,105.89

City of Rock Springs
General Fund
Financial Report Summary
For the Month Ending May 31, 2018

	May	Actual YTD	%Rec YTD	Annual Budgeted	YTD Budgeted	% Bud
Revenues	\$2,678,454.70	\$29,891,703.08	106.90%	\$27,961,420.44	25,631,302.07	91.67%
Expenditures	\$2,282,917.42	\$27,974,353.70				
Encumbrances		1,254,063.38	81.65%	35,795,414.75	32,812,463.52	91.67%
Net Revenues Over Expend	395,537.28	663,286.00		(7,833,994.31)	(1,958,498.58)	
Cash on Hand 5-31-18		\$3,282,710.66				
General Fund Investments			Mat Date			
Commerce Bank		1,000,000.00	9/26/2018	1.50%		
Commerce Bank		1,000,000.00	10/28/2018	0.75%		
Commerce Bank		50,000.00	6/30/2018	2.00%		
Federal Home Ln Mtg Corp		491,485.00	11/24/2021			
Federal Home Loan Banks		388,240.00	10/26/2020			
CDs Insured To FDIC Limits		551,940.00	Various			
1st Bank North Side		3,500,000.00	2/12/2019	1.20%		
Total Investments		6,981,665.00				
Total Pledged Collateral		59,560,022.81				
Cash Reserve Investments						
CDs Insured To FDIC Limits -						
Various Maturities		1,606,623.60				
Piper Jaffray Money Market		116,492.22				
Federal Farm Credit Bank 4/25/22		483,355.00				
Federal National Mtg Assn 4/28/2021		487,560.00				
Federal Home Loan Bank 10/22/18		498,190.00				
Federal Home Loan Bank 9/25/2019		296,349.00				
Federal Home Loan Bank 9/25/2020		294,009.00				
Federal Home Ln Mtg 11/15/2022		485,830.00				
Cash Reserve - Cash		5,227,426.50				
Total Cash & Investments in Cash Reserve		<u>9,495,835.32</u>				

City of Rock Springs

Budget Revenue Report

To Date: 05/31/2018

From Account:

To Account:

Run Date: 06/15/2018

User: matt_mcburnett

Report by: Fund, Class

Segments	YTD Budget	Total Budget	MTD Rev.	YTD Rev.	YTD Variance	YTD %	Total Variance	Total %
110 : General Fund								
Taxes :	3,055,231.00	3,055,231.00	516,138.77	3,778,719.88	-723,488.88	-23.68%	-723,488.88	-23.68%
Licenses & Permits :	421,575.00	421,575.00	21,875.18	472,730.57	-51,155.57	-12.13%	-51,155.57	-12.13%
Miscellaneous Revenues :	1,331,707.56	1,331,707.56	175,375.36	1,538,266.17	-206,558.61	-15.51%	-206,558.61	-15.51%
Intergovernmental Revenue :	19,935,344.88	19,935,344.88	1,701,259.58	21,999,477.75	-2,064,132.87	-10.35%	-2,064,132.87	-10.35%
Charges for Services :	1,457,750.00	1,457,750.00	212,578.38	1,323,309.09	134,440.91	9.22%	134,440.91	9.22%
Fines & Forfeitures :	346,500.00	346,500.00	35,470.31	385,972.34	-49,472.34	-14.28%	-49,472.34	-14.28%
Transfers :	1,413,312.00	1,413,312.00	15,757.12	383,227.28	1,030,084.72	72.88%	1,030,084.72	72.88%
SubTotal : 110 : General Fund	27,961,420.44	27,961,420.44	2,678,454.70	29,891,703.08	-1,930,282.64	-6.90%	-1,930,282.64	-6.90%
112 : Road Impact Fee Fund								
Miscellaneous Revenues :	200.00	200.00	1,877.53	5,163.97	-4,963.97	-2,481.98%	-4,963.97	-2,481.98%
Charges for Services :	100.00	100.00	0.00	2,040.00	-1,940.00	-1,940.00%	-1,940.00	-1,940.00%
SubTotal : 112 : Road Impact Fee Fund	300.00	300.00	1,877.53	7,203.97	-6,903.97	-2,301.32%	-6,903.97	-2,301.32%
113 : Health Insurance Fund								
Miscellaneous Revenues :	3,905,000.00	3,905,000.00	326,137.49	3,822,711.73	82,288.27	2.11%	82,288.27	2.11%
SubTotal : 113 : Health Insurance Fund	3,905,000.00	3,905,000.00	326,137.49	3,822,711.73	82,288.27	2.11%	82,288.27	2.11%
115 : Reserves For General Fund								
Transfers :	75,000.00	75,000.00	75,000.00	75,000.00	0.00	0.00%	0.00	0.00%
SubTotal : 115 : Reserves For General Fund	75,000.00	75,000.00	75,000.00	75,000.00	0.00	0.00%	0.00	0.00%
130 : Sewer Fund								
Miscellaneous Revenues :	170,015.00	170,015.00	17,385.10	127,941.90	42,073.10	24.75%	42,073.10	24.75%
Intergovernmental Revenue :	3,219,725.84	3,219,725.84	0.00	2,004,782.53	1,214,933.31	37.73%	1,214,933.31	37.73%
Charges for Services :	4,816,000.00	4,816,000.00	383,684.25	4,672,899.75	143,100.25	2.97%	143,100.25	2.97%
Fines & Forfeitures :	500.00	500.00	0.00	0.00	500.00	100.00%	500.00	100.00%
SubTotal : 130 : Sewer Fund	8,206,240.84	8,206,240.84	381,069.39	6,805,634.18	1,400,606.66	17.07%	1,400,606.66	17.07%
135 : Sewer Depreciation Fund								
Miscellaneous Revenues :	25,000.00	25,000.00	13,683.10	-26,955.39	51,955.39	207.82%	51,955.39	207.82%
SubTotal : 135 : Sewer Depreciation Fund	25,000.00	25,000.00	13,683.10	-26,955.39	51,955.39	207.82%	51,955.39	207.82%
150 : Water Fund								
Miscellaneous Revenues :	75,717.20	75,717.20	16,702.75	94,264.45	-18,547.25	-24.50%	-18,547.25	-24.50%
Intergovernmental Revenue :	3,485,936.31	3,485,936.31	0.00	4,394,446.89	-908,510.58	-26.06%	-908,510.58	-26.06%
Charges for Services :	6,034,000.00	6,034,000.00	478,271.18	6,248,022.03	-214,022.03	-3.55%	-214,022.03	-3.55%
SubTotal : 150 : Water Fund	9,595,653.51	9,595,653.51	494,973.93	10,736,733.37	-1,141,079.86	-11.89%	-1,141,079.86	-11.89%
155 : Water Depreciation Fund								
Transfers :	150,000.00	150,000.00	0.00	0.00	150,000.00	100.00%	150,000.00	100.00%

Segments	YTD Budget	Total Budget	MTD Rev.	YTD Rev.	YTD Variance	YTD %	Total Variance	Total %
SubTotal : 155 : Water Depreciation Fund	150,000.00	150,000.00	0.00	0.00	150,000.00	100.00%	150,000.00	100.00%
215 : CAP Projects								
Intergovernmental Revenue :	263,443.00	263,443.00	58,000.00	155,643.00	107,800.00	40.92%	107,800.00	40.92%
SubTotal : 215 : CAP Projects	263,443.00	263,443.00	58,000.00	155,643.00	107,800.00	40.92%	107,800.00	40.92%
250 : Public Housing								
Miscellaneous Revenues :	389,300.00	389,300.00	30,640.55	337,989.53	51,310.47	13.18%	51,310.47	13.18%
Intergovernmental Revenue :	275,000.00	275,000.00	25,325.00	232,249.00	42,751.00	15.55%	42,751.00	15.55%
Transfers :	262,843.00	262,843.00	58,000.00	155,643.00	107,200.00	40.78%	107,200.00	40.78%
SubTotal : 250 : Public Housing	927,143.00	927,143.00	113,965.55	725,881.53	201,261.47	21.71%	201,261.47	21.71%
295 : Section 8 Vouchers Program								
Miscellaneous Revenues :	150.00	150.00	4,100.98	4,339.13	-4,189.13	-2,792.75%	-4,189.13	-2,792.75%
Intergovernmental Revenue :	384,195.00	384,195.00	31,045.00	287,847.00	96,348.00	25.08%	96,348.00	25.08%
SubTotal : 295 : Section 8 Vouchers Program	384,345.00	384,345.00	35,145.98	292,186.13	92,158.87	23.98%	92,158.87	23.98%
550 : Combined Improvement District Fund								
Special Assessments :	50.00	50.00	0.00	0.00	50.00	100.00%	50.00	100.00%
SubTotal : 550 : Combined Improvement District Fund	50.00	50.00	0.00	0.00	50.00	100.00%	50.00	100.00%
552 : Lid #109 Bond Fund								
Special Assessments :	50.00	50.00	0.00	0.00	50.00	100.00%	50.00	100.00%
SubTotal : 552 : Lid #109 Bond Fund	50.00	50.00	0.00	0.00	50.00	100.00%	50.00	100.00%
556 : Lid #118 Bond Fund								
Special Assessments :	50.00	50.00	0.00	0.00	50.00	100.00%	50.00	100.00%
SubTotal : 556 : Lid #118 Bond Fund	50.00	50.00	0.00	0.00	50.00	100.00%	50.00	100.00%
559 : Lid #119 Bond Fund								
Special Assessments :	50.00	50.00	0.00	0.00	50.00	100.00%	50.00	100.00%
SubTotal : 559 : Lid #119 Bond Fund	50.00	50.00	0.00	0.00	50.00	100.00%	50.00	100.00%
Grand Total :	51,493,745.79	51,493,745.79	4,178,307.67	52,485,741.60	-991,995.81	-1.93%	-991,995.81	-1.93%

City of Rock Springs

Authorized Spending Report

To Date: 05/31/2018

From Account:

To Account:

Run Date: 06/15/2018

User: matt_mcburnett

Report by: Fund, Division

Segments	YTD Budget	Total Budget	MTD Exp	YTD Exp	YTD PreEnc	YTD Enc	YTD Avail.	YTD %	Total Avail.	Total %
110 : General Fund										
1101 : Mayor/Council	334,996.44	334,996.44	25,256.93	290,294.81	0.00	58.88	44,642.75	13.33%	44,642.75	13.33%
1102 : City Attorney	437,600.00	437,600.00	35,412.28	361,728.65	0.00	0.00	75,871.35	17.34%	75,871.35	17.34%
1103 : Finance/Administration	1,023,950.00	1,023,950.00	78,824.98	781,104.54	0.00	36,550.00	206,295.46	20.15%	206,295.46	20.15%
1104 : City Buildings	407,606.13	407,606.13	21,074.73	272,340.44	0.00	1,900.00	133,365.69	32.72%	133,365.69	32.72%
1105 : Municipal Court	333,197.25	333,197.25	28,731.83	273,633.31	0.00	0.00	59,563.94	17.88%	59,563.94	17.88%
1106 : Urban Renewal/Main Street	274,956.95	274,956.95	19,253.69	249,906.99	0.00	2,000.00	23,049.96	8.38%	23,049.96	8.38%
1107 : Information Technology	767,744.00	767,744.00	32,548.00	632,930.86	-1,479.84	15,070.00	121,222.98	15.79%	121,222.98	15.79%
1109 : Human Resources	164,577.00	164,577.00	13,052.63	144,453.51	0.00	0.00	20,123.49	12.23%	20,123.49	12.23%
1201 : Police Department	8,432,147.25	8,432,147.25	523,006.63	7,173,134.95	17,476.50	96.00	1,241,439.80	14.72%	1,241,439.80	14.72%
1202 : Animal Control	318,870.06	318,870.06	24,223.60	285,141.79	0.00	0.00	33,728.27	10.58%	33,728.27	10.58%
1204 : Emergency Management	324,324.42	324,324.42	1,371.77	69,506.12	0.00	15,655.00	239,163.30	73.74%	239,163.30	73.74%
1205 : Fire Department	4,835,353.66	4,835,353.66	391,107.66	4,337,502.65	0.00	7,217.22	490,633.79	10.15%	490,633.79	10.15%
1301 : Administration/Engineering	789,583.66	789,583.66	41,817.60	477,208.24	0.00	167,983.29	144,392.13	18.29%	144,392.13	18.29%
1303 : Street Department	5,910,236.70	5,910,236.70	189,032.30	3,157,844.56	0.00	730,677.82	2,021,714.32	34.21%	2,021,714.32	34.21%
1304 : Cemetery	609,660.52	609,660.52	72,786.26	416,416.78	0.00	41,273.90	151,969.84	24.93%	151,969.84	24.93%
1401 : Parks	1,203,433.85	1,203,433.85	82,193.82	936,449.56	3,480.75	12,789.92	250,713.62	20.83%	250,713.62	20.83%
1402 : Golf Course	1,852,166.16	1,852,166.16	140,245.28	1,612,012.87	348.00	20,659.91	219,145.38	11.83%	219,145.38	11.83%
1404 : Civic Center	1,264,699.71	1,264,699.71	95,534.12	1,037,853.35	71.98	21,553.41	205,220.97	16.23%	205,220.97	16.23%
1405 : Indoor Recreation Center	2,676,339.75	2,676,339.75	216,020.03	2,402,939.73	400.00	17,508.44	255,491.58	9.55%	255,491.58	9.55%
1501 : Non-Departmental	2,010,970.47	2,010,970.47	115,511.01	1,582,728.31	0.00	143,994.59	284,247.57	14.14%	284,247.57	14.14%
1901 : Public Services Administration/Planning	557,542.50	557,542.50	34,575.92	407,250.57	0.00	18,975.00	131,316.93	23.55%	131,316.93	23.55%
1902 : Building Inspections	416,100.00	416,100.00	33,991.43	366,512.93	0.00	0.00	49,587.07	11.92%	49,587.07	11.92%
1903 : Vehicle Maintenance	632,610.36	632,610.36	50,844.73	551,947.02	0.00	0.00	80,663.34	12.75%	80,663.34	12.75%
3401 : RS Historical Museum	216,747.91	216,747.91	16,500.19	153,511.16	0.00	100.00	63,136.75	29.13%	63,136.75	29.13%
SubTotal : 110 : General Fund	35,795,414.75	35,795,414.75	2,282,917.42	27,974,353.70	20,297.39	1,254,063.38	6,546,700.28	18.29%	6,546,700.28	18.29%
112 : Road Impact Fee Fund										
1702 : Capital Improvements Street Construction	20,000.00	20,000.00	0.00	0.00	0.00	0.00	20,000.00	100.00%	20,000.00	100.00%

Segments	YTD Budget	Total Budget	MTD Exp	YTD Exp	YTD PreEnc	YTD Enc	YTD Avai.	YTD %	Total Avai.	Total %
SubTotal : 112 : Road Impact Fee Fund	20,000.00	20,000.00	0.00	0.00	0.00	0.00	20,000.00	100.00%	20,000.00	100.00%
113 : Health Insurance Fund										
1801 : Health Insurance	4,173,000.00	4,173,000.00	843,770.98	3,721,371.30	0.00	0.00	451,628.70	10.82%	451,628.70	10.82%
SubTotal : 113 : Health Insurance Fund	4,173,000.00	4,173,000.00	843,770.98	3,721,371.30	0.00	0.00	451,628.70	10.82%	451,628.70	10.82%
115 : Reserves For General Fund										
1103 : Finance/Administration	1,204,612.00	1,204,612.00	0.00	204,612.00	0.00	0.00	1,000,000.00	83.01%	1,000,000.00	83.01%
SubTotal : 115 : Reserves For General Fund	1,204,612.00	1,204,612.00	0.00	204,612.00	0.00	0.00	1,000,000.00	83.01%	1,000,000.00	83.01%
120 : Governmental Capital Assets										
0000 : No Division	0.00	0.00	0.00	-197,441.12	0.00	0.00	197,441.12	0.00%	197,441.12	0.00%
SubTotal : 120 : Governmental Capital Assets	0.00	0.00	0.00	-197,441.12	0.00	0.00	197,441.12	0.00%	197,441.12	0.00%
130 : Sewer Fund										
0000 : No Division	0.00	0.00	0.00	-801,752.55	0.00	0.00	801,752.55	0.00%	801,752.55	0.00%
1108 : Sewer/Water Administration	303,650.00	303,650.00	16,240.70	205,274.96	308.06	0.00	98,066.98	32.30%	98,066.98	32.30%
1601 : Wastewater Treatment Plant	14,599,737.17	14,599,737.17	494,683.40	10,602,259.39	0.00	162,231.68	3,835,246.10	26.27%	3,835,246.10	26.27%
SubTotal : 130 : Sewer Fund	14,903,387.17	14,903,387.17	510,924.10	10,005,781.80	308.06	162,231.68	4,735,065.63	31.77%	4,735,065.63	31.77%
150 : Water Fund										
0000 : No Division	0.00	0.00	-5,739.94	-68,976.62	0.00	0.00	68,976.62	0.00%	68,976.62	0.00%
1108 : Sewer/Water Administration	4,189,950.00	4,189,950.00	188,011.11	2,953,591.08	308.07	0.00	1,236,050.85	29.50%	1,236,050.85	29.50%
3302 : Water Operations & Maintenance	8,990,482.91	8,990,482.91	132,318.90	7,492,826.16	835.62	101,346.52	1,395,474.61	15.52%	1,395,474.61	15.52%
SubTotal : 150 : Water Fund	13,180,432.91	13,180,432.91	314,590.07	10,377,440.62	1,143.69	101,346.52	2,700,502.08	20.49%	2,700,502.08	20.49%
215 : CAP Projects										
3525 : CAP Projects	263,443.00	263,443.00	58,000.00	155,643.00	0.00	0.00	107,800.00	40.92%	107,800.00	40.92%
SubTotal : 215 : CAP Projects	263,443.00	263,443.00	58,000.00	155,643.00	0.00	0.00	107,800.00	40.92%	107,800.00	40.92%
250 : Public Housing										
3501 : Public Housing Administration	418,320.00	418,320.00	26,426.50	326,794.08	0.00	0.00	91,525.92	21.88%	91,525.92	21.88%
3502 : Public Housing Maintenance	508,513.00	508,513.00	27,563.48	339,745.08	0.00	0.00	168,767.92	33.19%	168,767.92	33.19%
SubTotal : 250 : Public Housing	926,833.00	926,833.00	53,989.98	666,539.16	0.00	0.00	260,293.84	28.08%	260,293.84	28.08%
295 : Section 8 Vouchers Program										
3508 : Section 8 Vouchers Program	384,345.00	384,345.00	32,113.55	352,707.34	0.00	408.00	31,229.66	8.12%	31,229.66	8.12%

Segments	YTD Budget	Total Budget	MTD Exp	YTD Exp	YTD PreEnc	YTD Enc	YTD Avai.	YTD %	Total Avai.	Total %
SubTotal : 295 : Section 8 Vouchers Program	384,345.00	384,345.00	32,113.55	352,707.34	0.00	408.00	31,229.66	8.12%	31,229.66	8.12%
Grand Total :	70,851,467.83	70,851,467.83	4,096,306.10	53,261,007.80	21,749.14	1,518,049.58	16,050,661.31	22.65%	16,050,661.31	22.65%

7:14 PM

06/10/18

Accrual Basis

Rock Springs Renewal Fund

Balance Sheet

As of April 30, 2018

	Apr 30, 18
ASSETS	
Current Assets	
Checking/Savings	
Bank - Petty Cash	500.00
BnB - RMB	1,262.40
RSRF - Commerce Bank	7,823.44
RSRF - RSNB	6,831.50
Theater - 1st Bank	2,410.29
Total Checking/Savings	18,827.63
Total Current Assets	18,827.63
Fixed Assets	
Accumulated Depreciation	-171.00
Building Improvements	17,775.00
Total Fixed Assets	17,604.00
TOTAL ASSETS	36,431.63
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Rental Assistance Grants - Paya	1,275.00
Total Other Current Liabilities	1,275.00
Total Current Liabilities	1,275.00
Total Liabilities	1,275.00
Equity	
Unrestricted Net Assets	52,102.85
Net Income	-16,946.22
Total Equity	35,156.63
TOTAL LIABILITIES & EQUITY	36,431.63

7:12 PM

06/10/18

Accrual Basis

Rock Springs Renewal Fund **Profit & Loss YTD Comparison** **April 2018**

	Apr 18	Jan - Apr 18
Ordinary Income/Expense		
Income		
Credit Card Income	0.00	14.58
Donations	1,810.00	8,347.65
Fundraising Income	0.00	334.23
Grants	1,663.98	6,412.98
Other Income	700.00	3,623.38
Theater Income	184.47	3,650.06
Venue Deposit/Reimbursement	2,190.00	-628.00
Total Income	6,548.45	21,754.88
Expense		
Accounting Fees	0.00	450.00
Advertising	785.15	2,324.65
Conference, Convention, Meeting	0.00	100.00
Contract Service	0.00	600.00
Dues & Subscriptions	0.00	225.00
Fundraising Expense	3,658.04	10,437.83
Museum Expense	0.00	3,465.00
Office	214.88	390.17
Postage, Mailing Service	0.00	275.00
Printing and Copying	0.00	584.09
Rent	0.00	800.00
Repairs & Maintenance	387.59	387.59
Supplies	248.71	283.69
Taxes & Licenses	221.63	687.25
Theater Expenses	726.75	12,081.50
Travel & Entertainment		
Hotel/Motel	0.00	350.00
Meals	0.00	390.65
Travel & Entertainment - Other	897.83	1,513.26
Total Travel & Entertainment	897.83	2,253.91
Total Expense	7,140.58	35,345.68
Net Ordinary Income	-592.13	-13,590.80
Other Income/Expense		
Other Income		
Interest Income	0.66	4.63
Total Other Income	0.66	4.63
Other Expense		
Facade Grants	0.00	3,360.05
Total Other Expense	0.00	3,360.05
Net Other Income	0.66	-3,355.42
Net Income	-591.47	-16,946.22



Memorandum

To: Honorable Mayor Carl R. Demshar, Jr.
Members of the Governing Body

From: Matthew L. McBurnett, Director of Finance/Administration, MM

Date: June 19, 2018

Re: Affidavits of Disclosure

Financial Disclosure Statements are on file in my office for the following council members and applicable staff:

Carl R. Demshar, Jr., Mayor

Matthew L. McBurnett, Director of Administrative Services
Alex Visser, Senior Accountant

Councilmembers

Rose Mosbey
Billy Shalata
Jason Armstrong
David M. Tate

Rob Zotti
David Halter
Glennise Wendorf
Tim Savage



City Council Agenda

Council Committee and Board Reports



Meeting Minutes

Committee	Main Street Board		
Date	May 14, 2018		
Time	5:00 p.m. at Bike and Trike		
Board President	Maria Mortensen		
Meeting Attendees			
Today's Agenda			
	Topics	Action Points	Assigned To
Call to Order:			
Roll Call: Chad Banks, Maria Mortensen, Glennise Wendorf, Sue Lozier, Kevin Harper, Eric Phillips			
Approve Minutes: Eric Phillips moved for approval, Kevin Harper Second, passed unanimously.			
Guests: N/A			
Committee Reports			
Arts and Culture			
ARTini – August 24 - Meeting is May 15- 4:30 at Sidekicks - getting more martini glasses, Stacy is organizing the painting parties. The Concert Association will have to get the liquor license, we cannot use ours for offside events.			
Brown Bag Concert Series - Start on June 5 th and will start distributing the flyers. All are paid for by a grant sponsors will help with advertising. Brand new umbrellas donated by Pepsi.			
Blues n' Brews – Aug 11- Will meet in June and need more sponsors. Entertainment lineup is all done, we cut back by half on the entertainment.			
Murals - We didn't get a great response this time. Laramie changed what they pay for Murals from \$3 to \$10. We did get submission, It is due to us by the May 18 th . We have extra left for the Coal Camp that will come out of the same grant. We find out this week if we are approved for the Wyoming Arts Counsel Grant, and Shari Kumer with Black Butte High School is working with students to do one by the Miniature Golf Course.			
Art Underground - All Done- had a great response and the opening was really nice and well attended. We have been asked about covering the art with plexi-glass, the cost will be around \$1500. Someone has offered to pay for the plexi-glass and will ask if she wants to pay this much.			
Community Garden – Coal Camps? - 540 Hours and \$30,000. It looks really nice and open. Still working on the signage. Working on arches that go over the entries and the coals signs and the mural. What are we doing with the opposite corner? Hope to work with DeBernardi's this fall and put the sculpture (Round, and used to be at the Chamber) there, Paint it John Deer Green.			
Art Banner Project - Put up banners up in Bank Court and have some for the Museum. Would like to have street banners downtown next year. Invite the community to design the banners and have each banner is different.			
Golf Course & Tournament - Ribbon Cutting on June 2 nd , Help if you can with Tournament. T-times every 15 Minutes. Hoping to raise \$500. Give a way little trophies with bags.			
Business Development			
Downtown 1 st Awards – 4/11 - Update- Went really well and was a nice evening.			
Women's Business Month - October is Women's Small Business Month. Kathy Gilbert is going to interview each woman owned business (41) so that we can feature them in October.			
Caboose - Josellia is doing a rendering for a Air B and B and having a public restroom in there. Chad is looking into the Public Restrooms in the Caboose.			

Dining Decks - Second reading is tomorrow, Tuesday May 14 th . It might be that an amendment be made that the deck be put on a trailer with tires and a tongue so it can be moved. Please call or email that we oppose the amendment. Also, there will be the first reading for extending the liquor license to the deck.		
Pop Up Shops - Wyoming made products in a shop/space open from Thanksgiving to Christmas and done on a volunteer basis. Sell only Wyoming made products. Some stores has Wyoming products but not a lot. Draw more people downtown and see if we can make some money. Need to find a space, ask landlords if willing to donate and the other half of the Depot was proposed. Madeinwyoming.org is a list of Wyoming made items.		
Promotions		
Rods and Rails – June 16 - Proposals to takeover - Proposals from Christal Martin with Sweetwater Against Trafficking and Missy Searle from VIRS (Hospice). Name change is a concern. New vs an established organization. Eric Phillips asked about having a meeting with each of them separately as a board. Christal has mentioned about working with the other organization.		
Outreach to Uber, Hotels, etc. - Haven't done anything with it yet, still on the list.		
Staycation Passport - Haven't done much with it, still working on. Do things on Bucket List in Rock Springs, and have a movie at the end of the year. Need to talk to Theater Board. Downtown Bucket List- 25+ things to do downtown.		
Restaurant week – 4/12-22 -		
NHSFR - Putting in inserts in the welcome bags. 'Eat like a Local' with all the downtown restaurants. Fun things to do downtown Rock Springs. **Run a contest with the contestants - with Pictures downtown and with merchants and win.		
Bitter Creek Bombshells - Would like to be our non-profit tie in for the June 16 th Roller Derby Match the Rec Center @ 6pm. That is the same day of the Car Show, Couldn't have volunteers there but if someone wanted to man the table that night they could. We could help promote and drive traffic the match. It generally nets \$500 to \$1000 for the non-profit that they partner with. They will bring us flyers to hand out and put in the Car Show bags.		
Murder Mystery Fundraiser - October 6th - Will be at the Theater. Will have a small committee putting this together. USO World War Theme, will be selling green stamps, War bonds, and raffle tickets.		
Kentucky Derby- At Theater/ low key. Gain sales off the liquor. People asking if we are doing it. Social with less work.		
Training by Michael Wagler - Volunteer Recruitment - July 18 th . Would like to do a seminar on Volunteer Recruitment in exchange for a Hotel Room. Worst possible week to come. Chad will check on cost of Rooms for that night.		
Board Evaluations - Hold off		
Adjourn Public Meeting: 5:56pm		
Call RSRF Meeting to Order: 5:56pm		
Approve Minutes: Kevin Harper moved for approval, Sue Lozier Second, passed unanimously		
Approve Financials, Bills & Deposits: Kevin Harper moved for approval, Sue Lozier Second, passed unanimously.		
Social Club Liquor License/Theater: We cannot get other ones (licenses) but we can figure out other was to utilize it and make more money.		
Summer "Clean Team" - Spanish Club is good to go. We will pay the club \$300 a month for keeping downtown clean and garbage picked up. Chad will send an email with all the details of what needs to be done.		
Other Business/Open Forum - Dump Screen Closure for the Dumpster at the mini golf course is bigger than originally thought so the price is more. We budgeted \$1700 and it came to \$2400. And all payable by grant. Maybe have a sponsor the dumpster in closure.		
Adjourn RSRF Meeting: 6:03pm		
Next Meeting – Monday, June 11- Boschetto's		



City Council Agenda

Bills and Claims

City of Rock Springs Open Item Listing

Run Date: 06/12/2018 User: sandy_mcjunkin

Status: POSTED Due Date: 06/12/2018
Bank Account: RSNB Bank-General Fund Checking
Invoice Type: All Created By: All

[illegible]

City of Rock Springs Open Item Listing

Run Date: 06/15/2018 User: sam_michel

Status: POSTED Due Date: 06/19/2018
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] 23392.149 : AARON'S PLUMBING	CD-000324	118-004981		06/14/2018	1	ComDev Refund	110-00-0000-229000	\$ 600.00
[VENDOR] 23392.150 : AARON'S PLUMBING	CD-000325	118-004982		06/14/2018	1	ComDev Refund	110-00-0000-229000	\$ 1,320.00
[VENDOR] 84 : ACE HARDWARE								
								1920.00
								3599.75
	MAY 31, 2018	118-005025	18-003645	06/19/2018	1	Misc Supplies- Cemetery	110-13-1304-404310	\$ 97.95
	MAY 31, 2018	118-005025	18-003645	06/19/2018	2	Misc Supplies- Civic Center	110-14-1404-404310	\$ 678.18
	MAY 31, 2018	118-005025	18-003645	06/19/2018	2	Misc Supplies- Civic Center	110-14-1404-406120	\$ 184.19
	MAY 31, 2018	118-005025	18-003645	06/19/2018	2	Misc Supplies- Civic Center	110-14-1404-406132	\$ 65.96
	MAY 31, 2018	118-005025	18-003645	06/19/2018	3	Misc Supplies- FRC	110-14-1405-406120	\$ 208.80
	MAY 31, 2018	118-005025	18-003645	06/19/2018	4	Misc Supplies- Fire Dept	110-12-1205-406120	\$ 144.52
	MAY 31, 2018	118-005025	18-003645	06/19/2018	4	Misc Supplies- Fire Dept	110-12-1205-406130	\$ 28.46
	MAY 31, 2018	118-005025	18-003645	06/19/2018	5	Misc Supplies- Golf	110-14-1402-404310	\$ 59.62
	MAY 31, 2018	118-005025	18-003645	06/19/2018	5	Misc Supplies- Golf	110-14-1402-406120	\$ 332.39
	MAY 31, 2018	118-005025	18-003645	06/19/2018	6	Misc supplies- Housing	250-35-3502-406120	\$ 236.87
	MAY 31, 2018	118-005025	18-003645	06/19/2018	7	Misc Supplies- Museum	110-34-3401-406120	\$ 129.98
	MAY 31, 2018	118-005025	18-003645	06/19/2018	8	Misc Supplies- Parks	110-14-1401-404310	\$ 119.57
	MAY 31, 2018	118-005025	18-003645	06/19/2018	8	Misc Supplies- Parks	110-14-1401-406120	\$ 199.48
	MAY 31, 2018	118-005025	18-003645	06/19/2018	8	Misc Supplies- Parks	110-14-1401-406130	\$ 90.92
	MAY 31, 2018	118-005025	18-003645	06/19/2018	9	Misc Supplies- Police	110-12-1201-406125	\$ 4.00
	MAY 31, 2018	118-005025	18-003645	06/19/2018	9	Misc Supplies- Police	110-12-1201-406130	\$ 102.29
	MAY 31, 2018	118-005025	18-003645	06/19/2018	10	Misc Supplies- Streets	110-13-1303-406120	\$ 14.97
	MAY 31, 2018	118-005025	18-003645	06/19/2018	10	Misc Supplies- Streets	110-13-1303-406130	\$ 187.20
	MAY 31, 2018	118-005025	18-003645	06/19/2018	11	Misc Supplies- Shop	110-19-1903-404310	\$ 89.54
	MAY 31, 2018	118-005025	18-003645	06/19/2018	11	Misc Supplies- Shop	110-19-1903-406130	\$ 30.46
	MAY 31, 2018	118-005025	18-003645	06/19/2018	12	Misc Supplies- WRF	130-16-1601-406120	\$ 160.60
	MAY 31, 2018	118-005025	18-003645	06/19/2018	13	Misc Supplies- Water	150-33-3302-406120	\$ 433.80
[VENDOR] 4 : ADVANCED TELE SYSTEMS	10986	118-004810	18-003483	06/19/2018	1	Phone maintenance	130-16-1601-404301	\$ 40.00
	10977	118-004811	18-003458	06/19/2018	1	Trisys Tapit Annual Maintenance	110-11-1107-404301	\$ 3,258.00
[VENDOR] 74 : AIRGAS INTERMOUNTAIN	9500468708	118-004812	18-003267	06/19/2018	1	X02N199CP584571, CT 10PPM Chlorine Balance Nitrogen Size 58DAL Certified Standard-Spec CGA C10	110-12-1204-407425	\$ 249.00
	9500468708	118-004812	18-003267	06/19/2018	2	Airgas Hazmat Charge (H)	110-12-1204-407425	\$ 28.37
	9500468708	118-004812	18-003267	06/19/2018	3	Fuel Surcharge	110-12-1204-407425	\$ 3.50
	9500468708	118-004812	18-003267	06/19/2018	4	Delivery Flat Fee	110-12-1204-407425	\$ 50.92
	6/1/18	118-005026	18-003657	06/19/2018	1	Cylinder rental inv 9500468708	130-16-1601-406130	\$ 14.75
	6/1/18	118-005026	18-003657	06/19/2018	2	Cylinder Rental FD inv 9500468708	110-12-1205-406130	\$ 14.75
	6/1/18	118-005026	18-003657	06/19/2018	3	Oxygen exchange- Golf inv 9500468708	110-14-1402-406120	\$ 197.41
	6/1/18	118-005026	18-003657	06/19/2018	4	Tank Rental- Golf inv 9500468708	110-14-1402-406120	\$ 68.90
	6/1/18	118-005026	18-003657	06/19/2018	5	Large Cylinder rental- Streets inv	110-13-1303-406130	\$ 31.36

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						9500468708		
[VENDOR] 23792 : ALL AMERICAN SPORTS	INV-0900	118-004813	18-003472	06/19/2018	1	Assorted staff shirts	110-14-1404-404600	\$ 424.50
[VENDOR] 24448 : ALL WEST COMMUNICATIONS	6/1/18	118-005027	18-003663	06/19/2018	1	June invoice	110-14-1405-404101	\$ 69.95
139.96	june 1, 2018	118-005028	18-002258	06/19/2018	1	Monthly Cable Service	110-14-1404-404101	\$ 70.01
[VENDOR] 24358 : ALLIANCE PHYSICAL THERAPY, INC.	1717	118-004900	18-003527	06/19/2018	1	Rick Cozad Return to Work Exam	110-12-1205-402203	\$ 175.00
[VENDOR] 23520 : ALPINE PURE BOTTLED WATER	99342	118-004814	18-003485	06/19/2018	1	Water and cooler rent	130-16-1601-406130	\$ 35.00
44.00	99290	118-004960	18-003586	06/19/2018	1	Warm/Cold Cooler rental. Inv. 99290	110-11-1102-406001	\$ 9.00
[VENDOR] 3526 : ALSCO-AMERICAN LINEN	may 2018	118-005029	18-003638	06/19/2018	1	City Buildings	110-11-1104-404600	\$ 348.01
2,484.89	may 2018	118-005029	18-003638	06/19/2018	2	Police Dept.	110-12-1201-406130	\$ 282.52
	may 2018	118-005029	18-003638	06/19/2018	3	Animal Control	110-12-1202-406130	\$ 69.30
	may 2018	118-005029	18-003638	06/19/2018	4	Fire Department	110-14-1405-404600	\$ 31.25
	may 2018	118-005029	18-003638	06/19/2018	5	Streets	110-13-1303-404600	\$ 567.65
	may 2018	118-005029	18-003638	06/19/2018	6	Shop	110-19-1903-404600	\$ 292.97
	may 2018	118-005029	18-003638	06/19/2018	7	Cemetery	110-13-1304-404600	\$ 122.00
	may 2018	118-005029	18-003638	06/19/2018	8	Golf Course	110-14-1402-404600	\$ 48.52
	may 2018	118-005029	18-003638	06/19/2018	9	WWTP	130-16-1601-404600	\$ 557.95
	may 2018	118-005029	18-003638	06/19/2018	10	Water Operations	150-33-3302-404600	\$ 99.12
	may 2018	118-005029	18-003638	06/19/2018	11	Civic Center	110-14-1404-404600	\$ 75.60
[VENDOR] 23164 : AMERICAN RED CROSS-HEALTH & SAFETY	22109537	118-004961	18-003628	06/19/2018	1	Water Safety Instructor course Invoice # 22109537	110-14-1404-406130	\$ 35.00
[VENDOR] 23043 : ANDERSON	011	118-004962	18-003560	06/19/2018	1	Concert in the Park Stones Throe Aug 8th	110-14-1404-406132	\$ 400.00
Eric								
[VENDOR] 9000.2191 : ANGELA OR BRACE ROBINSON	7466163	118-004828		06/19/2018	1	UB CR REFUND-98592	170-00-0000-202000	\$ 31.00
[VENDOR] 9000.2186 : ANNA OR JARED CHYTKA	7444511	118-004805		06/19/2018	1	UB CR REFUND-97022	170-00-0000-202000	\$ 60.12
[VENDOR] 24324 : APPARATUS EQUIPMENT & SERVICE INC.	18-IN-1330	118-004815	18-003101	06/19/2018	1	99402YW Kapplier Chem Tape Per Roll	110-12-1204-407425	\$ 357.84
1128.76	18-IN-1330	118-004815	18-003101	06/19/2018	2	3M Vinyl Duct Tape 2" Yellow 50 Yards	110-12-1204-407425	\$ 57.00
	18-IN-1330	118-004815	18-003101	06/19/2018	3	Shipping	110-12-1204-407425	\$ 12.00
	18-IV-1329	118-004816	18-002937	06/19/2018	1	Zytron 300 Coverall Hood, Zipper Front Long Neck Design W/Ext Zipper Closure, Double Storm Flaps with H&L Fasteners, Elastic Wrists, Ankle & Face 6 Pack 2XL-3XL, Case of 6	110-12-1204-407425	\$ 676.92
	18-IV-1329	118-004816	18-002937	06/19/2018	2	Shipping	110-12-1204-407425	\$ 25.00
[VENDOR] 20301 : AUTO PARTS UNLIMITED	May 2018	118-004901	18-003577	06/19/2018	1	Equipment Parts/Supplies - Civic	110-14-1404-406120	\$ 142.99
2570.27	May 2018	118-004901	18-003577	06/19/2018	2	Equipment Parts/Supplies - Fire	110-12-1205-406120	\$ 86.68
	May 2018	118-004901	18-003577	06/19/2018	3	Equipment Parts/Supplies - Streets	110-13-1303-406120	\$ 403.42
	May 2018	118-004901	18-003577	06/19/2018	4	Equipment Parts/Supplies - Star Transit	110-19-1903-406123	\$ 32.76
	May 2018	118-004901	18-003577	06/19/2018	5	Equipment Parts/Supplies - WRF	130-16-1601-406120	\$ 1,296.85
	May 2018	118-004901	18-003577	06/19/2018	6	Equipment Parts/Supplies - Water Ops	150-33-3302-406120	\$ 298.41

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	May 2018	118-004901	18-003577	06/19/2018	7	Equipment Parts/Supplies - Police	110-12-1201-406125	\$ 309.16
~ [VENDOR] 20708 : AUTOZONE	1981	118-004902	18-003576	06/19/2018	1	Equipment Parts/Supplies - Civic	110-14-1404-406120	\$ 49.76
	1981	118-004902	18-003576	06/19/2018	2	Equipment Parts/Supplies - Fire	110-12-1205-406120	\$ 430.82
	1981	118-004902	18-003576	06/19/2018	3	Equipment Parts/Supplies - Police	110-12-1201-406125	\$ 1,046.48
	1981	118-004902	18-003576	06/19/2018	4	Equipment Parts/Supplies - Streets	110-13-1303-406120	\$ 197.00
	1981	118-004902	18-003576	06/19/2018	5	Equipment Parts/Supplies - Star Transit	110-19-1903-406123	\$ 492.71
	1981	118-004902	18-003576	06/19/2018	6	Equipment Parts/Supplies - WRF	130-16-1601-406120	\$ 140.77
	1981	118-004902	18-003576	06/19/2018	7	Equipment Parts/Supplies - Water Ops	150-33-3302-406120	\$ 140.98
~ [VENDOR] 18 : BENNETT PAINT AND GLASS	65410, 65350	118-004817	18-003501	06/19/2018	1	Paint, inv #65410	250-35-3502-406120	\$ 927.92
	65410, 65350	118-004817	18-003501	06/19/2018	2	Replacement Glass and Labor inv #65350	110-11-1104-404310	\$ 635.32
~ [VENDOR] 332 : BLOEDORN LUMBER COMPANY-RS	BloedornMay2018	118-004818	18-003509	06/19/2018	1	Rebar and Mortar inv. 4245956	130-16-1601-406120	\$ 78.32
	BloedornMay2018	118-004818	18-003509	06/19/2018	2	Concrete Mix inv. 4237756	110-14-1401-406120	\$ 42.30
	BloedornMay2018	118-004818	18-003509	06/19/2018	3	Concrete Mix pallet	110-14-1401-406120	\$ 236.88
	BloedornMay2018	118-004818	18-003509	06/19/2018	4	Concrete Mix pallet	110-14-1401-406130	\$ 236.88
	BloedornMay2018	118-004818	18-003509	06/19/2018	5	Concrete mix pallet	110-14-1401-406130	\$ 236.88
~ [VENDOR] 21385 : BOTTOM LINE MARKETING	18115	118-004963	18-003580	06/19/2018	1	6" x 4" rectangle stone awards - car show	110-11-1106-406144	\$ 1,032.72
~ [VENDOR] 18746 : BSN SPORTS	902307509	118-004819	18-003323	06/19/2018	1	chalk dispenser ball fields	110-14-1402-406130	\$ 525.00
~ [VENDOR] 22384 : C.E.M. AQUATICS	127544, 126428	118-004904	18-002433	06/19/2018	1	regulator	110-14-1405-406120	\$ 2,842.85
	127544, 126428	118-004904	18-002433	06/19/2018	2	ejector	110-14-1405-406120	\$ 1,220.41
	127544, 126428	118-004904	18-002433	06/19/2018	3	tubing	110-14-1405-406120	\$ 165.24
	127544, 126428	118-004904	18-002433	06/19/2018	4	shipping for regulator	110-14-1405-406120	\$ 11.81
	127503, 127115	118-004905	18-003433	06/19/2018	1	seal kit	110-14-1405-406120	\$ 29.40
	127503, 127115	118-004905	18-003433	06/19/2018	2	shipping	110-14-1405-406120	\$ 13.30
	127503, 127115	118-004905	18-003433	06/19/2018	3	filters	110-14-1405-406120	\$ 482.14
[VENDOR] 9000.2182 : CARLA NELSON	7444507	118-004801		06/19/2018	1	UB CR REFUND-98000	170-00-0000-202000	\$ 10.94
~ [VENDOR] 23651 : CASTLE CLEANING	CleaningMay2018	118-004820	18-002195	06/19/2018	1	Cleaning services	110-11-1104-404310	\$ 1,900.00
	6749, 6746	118-004964	18-003615	06/19/2018	1	URA Office Cleaning - May	110-11-1106-404310	\$ 150.00
	6749, 6746	118-004964	18-003615	06/19/2018	2	URA Office Cleaning - June	110-11-1106-404310	\$ 150.00
~ [VENDOR] 21101 : CDW GOVERNMENT	MVT2250,MWD7245,MWFB18-004903	18-003352	06/19/2018	1	evidence imaging kit	110-12-1201-406001	\$ 215.00	
	MVT2250,MWD7245,MWFB18-004903	18-003352	06/19/2018	2	Dell-waste toner collector	110-12-1201-406001	\$ 20.00	
	MVT2250,MWD7245,MWFB18-004903	18-003352	06/19/2018	3	toner for Rublee's printer	110-12-1201-406001	\$ 25.00	
	MVT2250,MWD7245,MWFB18-004903	18-003352	06/19/2018	4	animal control toner	110-12-1201-406001	\$ 35.00	
	MVT2250,MWD7245,MWFB18-004903	18-003352	06/19/2018	5	animal control lexmark toner	110-12-1201-406001	\$ 85.00	
	MVT2250,MWD7245,MWFB18-004903	18-003352	06/19/2018	6	animal control toner	110-12-1201-406001	\$ 35.00	
	MVT2250,MWD7245,MWFB18-004903	18-003352	06/19/2018	7	animal control lexmark toner	110-12-1201-406001	\$ 55.00	
	MVT2250,MWD7245,MWFB18-004903	18-003352	06/19/2018	8	animal control lexmark toner	110-12-1201-406001	\$ 85.00	
	MVT2250,MWD7245,MWFB18-004903	18-003352	06/19/2018	9	animal control lexmark toner	110-12-1201-406001	\$ 85.00	
	MVT2250,MWD7245,MWFB18-004903	18-003352	06/19/2018	10	evidence room magenta toner	110-12-1201-406001	\$ 80.00	
	MVT2250,MWD7245,MWFB18-004903	18-003352	06/19/2018	11	evidence room yellow toner	110-12-1201-406001	\$ 80.00	

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[VENDOR] 30 : CENTER STREET SERVICE	28062	118-004906	18-003514	06/19/2018	1	Tow Charge	110-12-1201-406125	\$ 85.00
[VENDOR] 32 : CENTURY EQUIPMENT COMPANY INC	CenEquip6.4.18	118-004821	18-003542	06/19/2018	1	Bearings/Seal, Inv. #RP70124	110-14-1401-406120	\$ 81.61
663.45	CenEquip6.4.18	118-004821	18-003542	06/19/2018	2	Hammer Service, Inv. #RW15301	150-33-3302-406120	\$ 117.00
	CenEquip6.4.18	118-004821	18-003542	06/19/2018	3	Hydraulic Ram Repair, Inv. #RW15314	110-13-1303-406120	\$ 464.84
[VENDOR] 23060 : CENTURYLINK	MAY 31, 2018	118-005041	18-003665	06/19/2018	1	Police Department	110-12-1201-405301	\$ 682.52
1158.62	MAY 31, 2018	118-005041	18-003665	06/19/2018	2	Cemetery	110-13-1304-405301	\$ 38.74
	MAY 31, 2018	118-005041	18-003665	06/19/2018	3	WWTP	130-16-1601-405301	\$ 85.25
	MAY 31, 2018	118-005041	18-003665	06/19/2018	4	Water Operations	150-33-3302-405301	\$ 203.38
	MAY 31, 2018	118-005041	18-003665	06/19/2018	5	URA	110-11-1106-405301	\$ 148.73
[VENDOR] 23452 : CITY AUTO DBA CARQUEST	May 2018	118-004907	18-003575	06/19/2018	1	Equipment Parts/Supplies - Cemetery	110-13-1304-406120	\$ 12.16
1415.91	May 2018	118-004907	18-003575	06/19/2018	2	Equipment Parts/Supplies - Fire	110-12-1205-406120	\$ 202.05
	May 2018	118-004907	18-003575	06/19/2018	3	Equipment Parts/Supplies - Golf	110-14-1402-406120	\$ 256.94
	May 2018	118-004907	18-003575	06/19/2018	4	Equipment Parts/Supplies - Parks	110-14-1401-406120	\$ 336.36
	May 2018	118-004907	18-003575	06/19/2018	5	Equipment Parts/Supplies - Police	110-12-1201-406125	\$ 29.15
	May 2018	118-004907	18-003575	06/19/2018	6	Equipment Parts/Supplies - Streets	110-13-1303-406120	\$ 5.79
	May 2018	118-004907	18-003575	06/19/2018	7	Equipment Parts/Supplies - Star Transit	110-19-1903-406123	\$ 224.10
	May 2018	118-004907	18-003575	06/19/2018	8	Equipment Parts/Supplies - WRF	130-16-1601-406120	\$ 328.24
	May 2018	118-004907	18-003575	06/19/2018	9	Equipment Parts/Supplies - Water Ops	150-33-3302-406120	\$ 21.12
[VENDOR] 22148 : CJ SIGNS	7364	118-004965	18-003604	06/19/2018	1	Decals for New Vehicles	110-12-1201-407420	\$ 1,050.00
1130.00	40214	118-004966	18-003432	06/19/2018	1	2' x 7' Replacement Touch a Truck Banner	110-14-1404-406133	\$ 70.00
	40214	118-004966	18-003432	06/19/2018	2	Artwork	110-14-1404-406133	\$ 10.00
[VENDOR] 22870 : COBRA PUMA GOLF, INC.	X322178	118-004822	18-003470	06/19/2018	1	Special ORder Matt Wedgewood	110-14-1402-406133	\$ 113.33
[VENDOR] 9000.2188 : COLBY LYNCH	7444513	118-004807		06/19/2018	1	UB CR REFUND-97254	170-00-0000-202000	\$ 118.27
[VENDOR] 9000.2199 : COLDWELL BANKER SWEETWATER	7471421	118-004883		06/19/2018	1	UB CR REFUND-154476	170-00-0000-202000	\$ 26.23
[VENDOR] 45 : COPIER & SUPPLY CO. INC. OF RS	AR18103	118-004823	18-003546	06/19/2018	1	May Copies	250-35-3501-406001	\$ 30.23
1037.13	AR18054	118-004824	18-003550	06/19/2018	1	Finance copy machine maintenance contract	110-11-1103-404301	\$ 147.43
	AR18055	118-004825	18-000341	06/19/2018	1	1 year of Copier Service	110-13-1301-404301	\$ 34.47
	AR18031	118-004908	18-003543	06/19/2018	1	Service Agreement for Savin 2545 Copier at Station 3 5/18/18-5/17/19	110-12-1205-404301	\$ 495.00
	AR18034	118-004967	18-003587	06/19/2018	1	Maintenance & overage charge contract for Savin/MP 3352 copier 5/14/18-5/14/19.	110-11-1102-404301	\$ 330.00
[VENDOR] 23939 : CREATIVE CULTURE INSIGNIA, LLC	7200	118-004968	18-003607	06/19/2018	1	New Detective Badges for Issue	110-12-1201-406130	\$ 595.00
718.70	7200	118-004968	18-003607	06/19/2018	2	Shipping	110-12-1201-406101	\$ 38.70
	7200	118-004968	18-003607	06/19/2018	3	Retirement Badge for Lorimer	110-12-1201-406130	\$ 85.00
[VENDOR] 19520 : CRUM ELECTRIC SUPPLY CO INC	may 31, 2018	118-005030	18-003611	06/19/2018	1	400W Metal Halide bulbs and ballast inv 1984564	110-13-1303-406130	\$ 463.29
1099.17	may 31, 2018	118-005030	18-003611	06/19/2018	2	150W HPS bulbs and ballast inv 1981630	110-13-1303-406130	\$ 567.18
	may 31, 2018	118-005030	18-003611	06/19/2018	3	Electrical fitting inv 1980829	150-33-3302-406120	\$ 68.70

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[VENDOR] 9000.2197 : CURTIS OR AMANDA KELLY	7466169	118-004834		06/19/2018	1	UB CR REFUND-98689	170-00-0000-202000	\$ 91.41
[VENDOR] 9000.2183 : DANIEL ERRAMOUSPE	7444508	118-004802		06/19/2018	1	UB CR REFUND-94562	170-00-0000-202000	\$ 12.46
[VENDOR] 9000.2192 : DARRIN OR JESSICA PEPPARD	7466164	118-004829		06/19/2018	1	UB CR REFUND-96676	170-00-0000-202000	\$ 32.87
[VENDOR] 20375 : DELL	10245473414	118-004909	18-003335	06/19/2018	1	Cyan toner for Mayor's printer	110-11-1101-406001	\$ 53.19
[VENDOR] 9000.2201 : DEREK ABRAHAM	7471423	118-004885		06/19/2018	1	UB CR REFUND-97607	170-00-0000-202000	\$ 45.00
[VENDOR] 3555 : DESERT VIEW ANIMAL HOSPITAL	52832	118-004969	18-003643	06/19/2018	1	Invoice 52832 - Feline Spay 17-01210	110-12-1202-404704	\$ 106.50
[VENDOR] 24402 : DOMINION ENERGY 2758.08	JUNE 11, 2018	118-005040	18-003664	06/19/2018	1	CITY BUILDINGS	110-11-1104-406201	\$ 115.99
	JUNE 11, 2018	118-005040	18-003664	06/19/2018	2	FIRE DEPARTMENT	110-12-1205-406201	\$ 176.78
	JUNE 11, 2018	118-005040	18-003664	06/19/2018	3	STREETS DEPT	110-13-1303-406201	\$ 266.19
	JUNE 11, 2018	118-005040	18-003664	06/19/2018	4	CEMETERY	110-13-1304-406201	\$ 12.12
	JUNE 11, 2018	118-005040	18-003664	06/19/2018	5	PARKS	110-14-1401-406201	\$ 537.89
	JUNE 11, 2018	118-005040	18-003664	06/19/2018	6	CIVIC CENTER	110-14-1404-406201	\$ 1,649.11
[VENDOR] 22871 : DOMINO'S PIZZA - ROCK SPRINGS	693164	118-004970	18-003605	06/19/2018	1	Pizza for Junior Police Academy	110-12-1201-406117	\$ 67.50
[VENDOR] 23468 : DONALDSON MEDICAL CLINIC	579.33	118-004971	18-003603	06/19/2018	1	Police Physical for Applicant	110-12-1201-403201	\$ 495.00
[VENDOR] 21866 : DXP ENTERPRISES, INC. 1267.51	DXP 5/31/18	118-004835	18-003539	06/19/2018	1	Safety Disposable Clothing, Inv. #49700030	130-16-1601-406120	\$ 704.67
	DXP 5/31/18	118-004835	18-003539	06/19/2018	2	Face Mask/Cartridges/Gloves/Bags, Inv. #49709821	110-14-1405-406120	\$ 458.57
	DXP 5/31/18	118-004835	18-003539	06/19/2018	3	Fire Extinguisher Tags/No Smoking Signs, Inv. #49652449	110-14-1402-406120	\$ 53.09
	DXP 5/31/18	118-004835	18-003539	06/19/2018	4	Instrument Repair, Inv. #49658213	130-16-1601-406120	\$ 51.18
[VENDOR] 22815 : ELIFEGUARD 74.22	65231	118-004836	18-003363	06/19/2018	1	Lifeguard hip packs	110-14-1404-406130	\$ 62.88
	65231	118-004836	18-003363	06/19/2018	2	Shipping	110-14-1404-406130	\$ 11.34
[VENDOR] 24554 : ELWOOD STAFFING SERVICES, INC. 1565.78	1791554	118-004837	18-003521	06/19/2018	1	Temp Staff N. Stotts wk ending 6/03/2018 Inv. 1791554	110-11-1101-403310	\$ 495.12
	1780882	118-004838	18-003545	06/19/2018	1	Samuel Filler (Grounds)	250-35-3502-404310	\$ 111.60
	1791902	118-005031	18-003653	06/19/2018	1	Samuel Filler (Grounds)	250-35-3502-404310	\$ 959.06
[VENDOR] 21692 : ENERGY LABORATORIES, INC.	157664	118-004839	18-003497	06/19/2018	1	2nd quarter Disinfectant By-Product samples	150-33-3302-406130	\$ 872.00
[VENDOR] 21328 : ENVIRONMENTAL EXPRESS INC 610.99	100511148/0830	118-004972	18-003452	06/19/2018	1	#MMTEC12 E-coli plates	130-16-1601-406130	\$ 261.72
	100511148/0830	118-004972	18-003452	06/19/2018	2	#F92447MM filters	130-16-1601-406130	\$ 292.20
	100511148/0830	118-004972	18-003452	06/19/2018	3	SHIPPING	130-16-1601-406130	\$ 57.07
[VENDOR] 20859 : EQUIFAX CREDIT INFORMATION SERV., LLC	4871718	118-004973	18-003602	06/19/2018	1	Membership Fees	110-12-1201-403201	\$ 80.00
[VENDOR] 61 : FEDEX	6-191-74322	118-004840	18-003457	06/19/2018	1	Overnite shipping-WET sample retest	130-16-1601-406101	\$ 51.84

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
[VENDOR] 23045 : FELDERMAN <i>Kent</i>	2018-026	118-004974	18-003556	06/19/2018	1	Concert in the Park B#s July 18th	110-14-1404-406132	\$ 400.00
[VENDOR] 23745 : FIRED UP RESCUE	1218	118-004911	18-003530	06/19/2018	1	Name Patch Sewn on With 3" Scotchlite Lime Green Letters - Allred	110-12-1205-406130	\$ 46.25
<i>66.25</i>	1218	118-004911	18-003530	06/19/2018	2	Shipping	110-12-1205-406130	\$ 20.00
[VENDOR] 21160 : FOREMOST PROMOTIONS	434429	118-004841	18-003125	06/19/2018	1	FCH804, Chiefs Choice Kids Firefighter Hat, Serve & Protect Silver Shield, Custom (2017)	110-12-1205-406113	\$ 860.00
<i>2167.12</i>	434429	118-004841	18-003125	06/19/2018	2	GY1225, Credit Card Ice Scraper	110-12-1205-406113	\$ 430.00
	434429	118-004841	18-003125	06/19/2018	3	AK6005, Mood Stadium Cup 17 oz (2018)	110-12-1205-406113	\$ 690.00
	434429	118-004841	18-003125	06/19/2018	4	Shipping	110-12-1205-406113	\$ 187.12
[VENDOR] 23307 : FOSS <i>T.S.</i>	foss 2018	118-004912	18-003451	06/19/2018	1	Concert in the Park Nowhere Fast Aug 15th	110-14-1404-406132	\$ 400.00
[VENDOR] 3528 : FREMONT MOTOR ROCK SPRINGS	3C63R3GJXJG221807	118-004913	18-003142	06/19/2018	1	Crew Cab Pickup, 4wd - Housing Authority	250-35-3502-407410	\$ 44,476.00
[VENDOR] 9000.2187 : GARY OR JACQUELINE LAMBSON	7444512	118-004806		06/19/2018	1	UB CR REFUND-95249	170-00-0000-202000	\$ 87.95
[VENDOR] 22534 : GOLF & SPORT SOLUTIONS	29956	118-004915	18-003412	06/19/2018	1	Infield Mix	110-14-1402-406130	\$ 2,409.75
[VENDOR] 18904 : GOLF COURSE SUPT ASSOC OF AMER	MEMBERSHIP 7/18-6/19	118-004914	18-003488	06/19/2018	1	membership dues	110-14-1402-406130	\$ 380.00
[VENDOR] 18905 : GOVT FINANCE OFFICERS ASSOC	NOTICE #197535	118-004916	18-003566	06/19/2018	1	Membership Renewal & Newsletter	110-11-1103-403220	\$ 275.00
[VENDOR] 23453 : HARRIS ENTERPRISE RESOURCE PLANNING	CT 143344	118-004842	18-001664	06/19/2018	1	HR Implementation	110-11-1107-407415	\$ 1,937.50
[VENDOR] 82 : HIGH SECURITY LOCK & ALARM	54806	118-004843	18-003511	06/19/2018	1	Duplicate keys for new vehicles inv. 54806	110-12-1201-406125	\$ 24.00
[VENDOR] 21153 : HOMAX OIL SALES, INC	MAY 2018	118-004917	18-003578	06/19/2018	1	Municipal Court	110-11-1105-406203	\$ 63.04
<i>26691.24</i>	MAY 2018	118-004917	18-003578	06/19/2018	2	Police Department	110-12-1201-406203	\$ 9,289.22
	MAY 2018	118-004917	18-003578	06/19/2018	3	Animal Control	110-12-1202-406203	\$ 380.45
	MAY 2018	118-004917	18-003578	06/19/2018	4	Fire Department	110-12-1205-406203	\$ 2,657.31
	MAY 2018	118-004917	18-003578	06/19/2018	5	Engineering	110-13-1301-406203	\$ 139.68
	MAY 2018	118-004917	18-003578	06/19/2018	6	Public Services	110-19-1901-406203	\$ 46.31
	MAY 2018	118-004917	18-003578	06/19/2018	7	Building Department	110-19-1902-406203	\$ 126.25
	MAY 2018	118-004917	18-003578	06/19/2018	8	Shop	110-19-1903-406203	\$ 76.81
	MAY 2018	118-004917	18-003578	06/19/2018	9	Streets	110-13-1303-406203	\$ 5,746.74
	MAY 2018	118-004917	18-003578	06/19/2018	10	Cemetery	110-13-1304-406203	\$ 1,404.41
	MAY 2018	118-004917	18-003578	06/19/2018	11	Parks	110-14-1401-406203	\$ 2,200.19
	MAY 2018	118-004917	18-003578	06/19/2018	12	Civic Center	110-14-1404-406203	\$ 334.56
	MAY 2018	118-004917	18-003578	06/19/2018	13	Family Recreation Center	110-14-1405-406203	\$ 229.97
	MAY 2018	118-004917	18-003578	06/19/2018	14	WWTP	130-16-1601-406203	\$ 1,303.21
	MAY 2018	118-004917	18-003578	06/19/2018	15	Water Operations	150-33-3302-406203	\$ 1,249.76
	MAY 2018	118-004917	18-003578	06/19/2018	16	Housing	250-35-3502-406203	\$ 378.32
	MAY 2018	118-004917	18-003578	06/19/2018	17	City Buildings	110-11-1104-406130	\$ 59.46
	0412393-IN	118-004918	18-003574	06/19/2018	1	Oil/Coolant, Inv. #0412393-IN	110-12-1201-406125	\$ 167.93
	0412393-IN	118-004918	18-003574	06/19/2018	1	Oil/Coolant, Inv. #0412393-IN	110-12-1205-406203	\$ 167.93

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
	0412393-IN	118-004918	18-003574	06/19/2018	1	Oil/Coolant, Inv. #0412393-IN	110-13-1303-406203	\$ 167.93
	0412393-IN	118-004918	18-003574	06/19/2018	1	Oil/Coolant, Inv. #0412393-IN	110-19-1903-406123	\$ 167.92
	0412393-IN	118-004918	18-003574	06/19/2018	1	Oil/Coolant, Inv. #0412393-IN	130-16-1601-406203	\$ 167.92
	0412393-IN	118-004918	18-003574	06/19/2018	1	Oil/Coolant, Inv. #0412393-IN	150-33-3302-406203	\$ 167.92
[VENDOR] 21885 : HOME DEPOT CREDIT SERVICES	MAY 28, 2018	118-004975	18-003596	06/19/2018	1	Misc. Supplies - Animal Control	110-12-1202-406130	\$ 119.85
	MAY 28, 2018	118-004975	18-003596	06/19/2018	2	Misc. Supplies - Cemetery	110-13-1304-404310	\$ 596.29
	MAY 28, 2018	118-004975	18-003596	06/19/2018	3	Misc. Supplies - City Bldgs	110-11-1104-406120	\$ 80.37
	MAY 28, 2018	118-004975	18-003596	06/19/2018	4	Misc. Supplies - Civic	110-14-1404-404310	\$ 230.67
	MAY 28, 2018	118-004975	18-003596	06/19/2018	4	Misc. Supplies - Civic	110-14-1404-406120	\$ 613.71
	MAY 28, 2018	118-004975	18-003596	06/19/2018	5	Misc. Supplies - FRC	110-14-1405-406120	\$ 394.97
	MAY 28, 2018	118-004975	18-003596	06/19/2018	6	Misc. Supplies - Fire	110-12-1205-404310	\$ 189.85
	MAY 28, 2018	118-004975	18-003596	06/19/2018	6	Misc. Supplies - Fire	110-12-1205-406120	\$ 48.97
	MAY 28, 2018	118-004975	18-003596	06/19/2018	6	Misc. Supplies - Fire	110-12-1205-406130	\$ 618.67
	MAY 28, 2018	118-004975	18-003596	06/19/2018	6	Misc. Supplies - Fire	110-12-1205-406203	\$ 63.92
	MAY 28, 2018	118-004975	18-003596	06/19/2018	7	Misc. Supplies - Golf	110-14-1402-404310	\$ 274.89
	MAY 28, 2018	118-004975	18-003596	06/19/2018	8	Misc. Supplies - Housing	250-35-3502-406120	\$ 2,811.54
	MAY 28, 2018	118-004975	18-003596	06/19/2018	9	Misc. Supplies - Parks	110-14-1401-404310	\$ 354.19
	MAY 28, 2018	118-004975	18-003596	06/19/2018	9	Misc. Supplies - Parks	110-14-1401-406120	\$ 243.37
	MAY 28, 2018	118-004975	18-003596	06/19/2018	10	Misc. Supplies - Police	110-12-1201-406130	\$ 9.87
	MAY 28, 2018	118-004975	18-003596	06/19/2018	11	Misc. Supplies - Streets	110-13-1303-406130	\$ 29.00
	MAY 28, 2018	118-004975	18-003596	06/19/2018	12	Misc. Supplies - Shop	110-19-1903-404310	\$ 85.17
[VENDOR] 21253 : HONNEN EQUIPMENT CO.	958091	118-004919	18-003515	06/19/2018	1	Clutch	110-13-1304-406120	\$ 541.59
[VENDOR] 21603 : HOSE & RUBBER SUPPLY	Hose & Rubber 5/2018	118-004844	18-003508	06/19/2018	1	Air hose inv. D72084-001	150-33-3302-406120	\$ 75.38
	Hose & Rubber 5/2018	118-004844	18-003508	06/19/2018	2	Brass ball valve and pin lug inv. D73782-001	110-12-1205-406130	\$ 198.62
	Hose & Rubber 5/2018	118-004844	18-003508	06/19/2018	3	Misc. ends and restrictors inv. D71921-001	110-13-1303-406130	\$ 20.37
	Hose & Rubber 5/2018	118-004844	18-003508	06/19/2018	4	Brake Hoses inv. D70741-001	110-13-1303-406120	\$ 122.36
	Hose & Rubber 5/2018	118-004844	18-003508	06/19/2018	5	Hose and Hose clamps inv. D71103-001	110-12-1201-406125	\$ 8.16
	Hose & Rubber 5/2018	118-004844	18-003508	06/19/2018	6	Hxd Hose inv. D71043-001	110-13-1303-407410	\$ 80.56
	Hose & Rubber 5/2018	118-004844	18-003508	06/19/2018	7	Tubings, fittings, and clamps inv. D72077-001	110-13-1303-406120	\$ 35.23
	Hose & Rubber 5/2018	118-004844	18-003508	06/19/2018	8	Hose inv. D72567-001	110-14-1401-404310	\$ 42.23
[VENDOR] 53 : HOWARD SUPPLY CO LLC	HOWARD SUPPLY 6/5/18	118-004920	18-003570	06/19/2018	1	PPE Storage Cabinet, Inv. #50782999	110-19-1903-406130	\$ 289.02
	HOWARD SUPPLY 6/5/18	118-004920	18-003570	06/19/2018	2	Ear Plugs, Inv. #50782345	110-13-1304-404310	\$ 65.80
	HOWARD SUPPLY 6/5/18	118-004920	18-003570	06/19/2018	3	Slings/Pull Test on Cable/Lift, Inv. #50781547	110-19-1903-406130	\$ 299.80
[VENDOR] 21001 : HUNTER FAMILY MEDICAL CLINIC	398367	118-004921	18-003529	06/19/2018	1	Annual Physical - Scott Wissel	110-12-1205-402203	\$ 445.00
[VENDOR] 23228 : INDIAN SPRINGS MFG CO INC	18200508	118-004976	18-003113	06/19/2018	1	AXGS, Kit A (Pre-2013) Gasket Set, Set includes: 1BRV (2pcs), 8EV (2pcs) NOTE: for KIT-A Manufactured During 1993-2012.(2 lbs)	110-12-1204-407425	\$ 257.00
	18200508	118-004976	18-003113	06/19/2018	2	BXGS, Kit B (Pre-2014) Gasket Set, Set includes: 4-12BMV (2pcs), 12BBV (1pc), 12MV (1pc), 9EV (2pcs).NOTE: for KIT-B Manufactured Before May 1, 2014, Only. (3lbs)	110-12-1204-407425	\$ 402.00

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
	18200508	I18-004976	18-003113	06/19/2018	3	CVGS, Kit C Viton Gasket Set, Set includes: 6BMV (2pcs), 24BMV (2pcs).(3lbs)	110-12-1204-407425	\$ 410.00
	18200508	I18-004976	18-003113	06/19/2018	4	Freight	110-12-1204-407425	\$ 19.77
[VENDOR] 21703 : J BAR EXCAVATION	1993	I18-004845	18-003325	06/19/2018	1	topdressing sand for bunkers and topdressing	110-14-1402-406130	\$ 1,391.86
[VENDOR] 9000.2195 : JAY SODERLUND	7466167	I18-004832		06/19/2018	1	UB CR REFUND-100017	170-00-0000-202000	\$ 59.85
[VENDOR] 21578 : JM ELECTRICAL SERVICES	14115, 14065	I18-004846	18-003484	06/19/2018	1	Troubleshoot pump in SHB and repair breaker	130-16-1601-404310	\$ 350.83
[VENDOR] 23643 : JME FIRE PROTECTION, INC.	9208	I18-004922	18-003285	06/19/2018	1	Electrical fire extinguishers for the pumphouses.	150-33-3302-404310	\$ 2,552.36
[VENDOR] 22340 : JOINT POWERS TELECOM BOARD	100480	I18-004848	18-003519	06/19/2018	1	Internet service 6/1 - 6/30/2018; two connections	110-11-1107-405303	\$ 2,280.00
[VENDOR] 334 : JOINT POWERS WATER BOARD	1234	I18-004847	18-003520	06/19/2018	1	Water usage May 2018	150-33-1108-404100	\$ 285,826.48
[VENDOR] 19921 : KEARNS, ATTY AT LAW	S.KERNS June 2018	I18-004923	18-003579	06/19/2018	1	Court Appointed Legal Fees for: David Ramirez CR-2018-0096 Jasmie Mariscal CR-2018-0031 Jessica Guffey CT-2018-0409 and 0447 William Thomas CR-2017-0455 Jeremiah Larson CT-2018-130 and CR-2018-0018 Zachary Griffiths CT-2017-0481 Bailey Smith CT-2017-02672 Ashley Gallagher CE-2017-0416 Gerlad Clury CT-2017-2333	110-11-1105-403302	\$ 2,000.00
[VENDOR] 21640 : KELLERSTRASS	959458	I18-004924	18-003482	06/19/2018	1	Diesel exhaust fluid	130-16-1601-406203	\$ 74.05
[VENDOR] 9000.2189 : KEN FORTUNA	7466161	I18-004826		06/19/2018	1	UB CR REFUND-95048	170-00-0000-202000	\$ 8.36
[VENDOR] 23762 : KOMATSU EQUIPMENT	002044	I18-005032	18-003584	06/19/2018	1	Track hoe rental for water leak repair.	150-33-3302-404310	\$ 577.12
[VENDOR] 104 : L.N. CURTIS & SONS	INV 190062	I18-004926	18-003331	06/19/2018	1	R01078 ROM Kit DASS Replacement, 5-wire Striker Block and Two Rivets	110-12-1205-406120	\$ 79.00
	INV 190062	I18-004926	18-003331	06/19/2018	2	Shipping	110-12-1205-406120	\$ 15.00
[VENDOR] 23576 : LANCASTER - sesh	re-cert 2018	I18-004925	18-003528	06/19/2018	1	Lancaster Child Passenger Safety Technician Re-certification Fee Reimbursement	110-12-1205-406130	\$ 50.00
[VENDOR] 24346 : LARSON Shawneen	S.LARSON REF	I18-004977	18-003598	06/19/2018	1	Security Deposit Refund	250-00-0000-115000	\$ 450.00
[VENDOR] 109 : LEWIS & LEWIS INC	PAY APP #2	I18-005033	18-003025	06/19/2018	1	2018 Overlay Project	110-13-1303-407108	\$ 11,467.50
[VENDOR] 19168 : LINCOLN EQUIPMENT, INC	EW012567	I18-004849	18-003228	06/19/2018	1	escutcheon	110-14-1405-406120	\$ 32.50
	EW012567	I18-004849	18-003228	06/19/2018	2	shipping	110-14-1405-406120	\$ 7.89
[VENDOR] 20573 : LONG BUILDING TECHNOLOGIES, INC	SRVCE0086985	I18-004978	18-003647	06/19/2018	1	past due service/repair invoice Long went to building and found bad hot water valve actuator, ordered new kit and replaced it then cycled.	110-15-1501-404801	\$ 863.48
	SRVCE0090464	I18-004979	18-003583	06/19/2018	1	2 temp sensors from long parts, went and	110-15-1501-404801	\$ 423.68

94.00

- sesh

Shawneen

40.39

1287.16

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
						replaced outlet temp sensor for the heat exchanger so the chiller will run.		
[VENDOR] 9000.2184 : LYNN CHADEY	7444509	118-004803		06/19/2018	1	UB CR REFUND-141988	170-00-0000-202000	\$ 21.94
[VENDOR] 111 : MACY'S TRUCK REPAIR INC	Macy's May2018	118-004850	18-003506	06/19/2018	1	Tow police Unit Inv. 43115	110-12-1201-406125	\$ 100.00
239.68	Macy's May2018	118-004850	18-003506	06/19/2018	2	Park Brake Valve for WWTP Inv.P62788	130-16-1601-407410	\$ 139.68
[VENDOR] 9000.2198 : MAINLINE CONSTRUCTION	7471420	118-004882		06/19/2018	1	UB CR REFUND-155195	170-00-0000-202000	\$ 8.54
[VENDOR] 23392.151 : MAINLINE CONSTRUCTION, INC.	CD-000326	118-004983		06/14/2018	1	ComDev Refund	110-00-0000-229000	\$ 520.00
[VENDOR] 23020 : MARTINEZ	M.MARTINEZ CONCERT	118-004980	18-003622	06/19/2018	1	Concert in the Park Max-Say-Shun Aug 22nd	110-14-1404-406132	\$ 400.00
Max								
[VENDOR] 24467 : MASEK GOLF CAR CO.	18-02515	118-004984	18-003376	06/19/2018	1	repair parts accident golf cart	110-14-1402-406120	\$ 369.48
545.82	18-01665	118-004985	18-002852	06/19/2018	1	spare parts golf carts	110-14-1402-406120	\$ 176.34
[VENDOR] 59 : MCFADDEN WHOLESALE CO INC	McFadden 5/2018	118-004928	18-003549	06/19/2018	1	Consumables, Inv. #350016	130-16-1601-406120	\$ 230.10
4678.80	McFadden 5/2018	118-004928	18-003549	06/19/2018	2	Janitorial, Inv. #350155	110-14-1404-406120	\$ 95.05
	McFadden 5/2018	118-004928	18-003549	06/19/2018	3	Gloves, Inv. #350436	110-14-1405-406120	\$ 136.00
	McFadden 5/2018	118-004928	18-003549	06/19/2018	4	Janitorial, Inv. #350561	110-14-1404-404310	\$ 77.77
	McFadden 5/2018	118-004928	18-003549	06/19/2018	5	Janitorial, Inv. #350624	110-14-1405-406120	\$ 2,940.38
	McFadden 5/2018	118-004928	18-003549	06/19/2018	6	Trash Bags, Inv. #350671	110-13-1303-406120	\$ 63.60
	McFadden 5/2018	118-004928	18-003549	06/19/2018	7	Coffee, Inv. #350767	110-14-1402-406130	\$ 62.80
	McFadden 5/2018	118-004928	18-003549	06/19/2018	8	Janitorial, Inv. #351025	130-16-1601-406120	\$ 197.25
	351988	118-004986	18-003623	06/19/2018	1	Office and Cleaning Supplies	110-34-3401-406001	\$ 875.85
[VENDOR] 115 : MEMORIAL HOSP OF SW CTY	MAY 31, 2018	118-004987	18-003642	06/19/2018	1	August Legal Draw	110-12-1201-403401	\$ 65.00
4070.00	MAY 31, 2018	118-004987	18-003642	06/19/2018	2	December Legal Draws	110-12-1201-403401	\$ 390.00
	MAY 31, 2018	118-004987	18-003642	06/19/2018	3	December Evidence Collection	110-12-1201-403401	\$ 591.00
	MAY 31, 2018	118-004987	18-003642	06/19/2018	4	February Legal Draws	110-12-1201-403401	\$ 130.00
	MAY 31, 2018	118-004987	18-003642	06/19/2018	5	March Evidence Collections	110-12-1201-403401	\$ 1,182.00
	MAY 31, 2018	118-004987	18-003642	06/19/2018	6	March Evidence Collection	110-12-1201-403401	\$ 276.00
	MAY 31, 2018	118-004987	18-003642	06/19/2018	7	March Legal Draws	110-12-1201-403401	\$ 455.00
	MAY 31, 2018	118-004987	18-003642	06/19/2018	8	April Legal Draws	110-12-1201-403401	\$ 260.00
	MAY 31, 2018	118-004987	18-003642	06/19/2018	9	May Legal Draws	110-12-1201-403401	\$ 130.00
	MAY 31, 2018	118-004987	18-003642	06/19/2018	10	May Evidence Collection	110-12-1201-403401	\$ 591.00
[VENDOR] 23687 : MEMORIAL HOSPITAL FOUNDATION	ALL INCLUSIVE SPONSO	118-005034	18-003654	06/19/2018	1	Memorial Hospital Foundation Golf Classic Tee Sponsorship	110-11-1101-405410	\$ 150.00
[VENDOR] 9000.2196 : MICHAEL OR LINDA SCOTT	7466168	118-004833		06/19/2018	1	UB CR REFUND-96342	170-00-0000-202000	\$ 62.81
[VENDOR] 24215 : MILLER Robert	REIMB SAFETY	118-004929	18-003563	06/19/2018	1	Child Passenger Safety Re-certification Reimbursement	110-12-1205-406130	\$ 50.00
[VENDOR] 9000.2194 : MITCHELL OR CHRISTA MILLER	7466166	118-004831		06/19/2018	1	UB CR REFUND-96551	170-00-0000-202000	\$ 59.50
[VENDOR] 21859 : MODEL SIGNS	19360	118-004851	18-003538	06/19/2018	1	Parking Signs, Inv. #19360	110-14-1402-406130	\$ 615.00

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
[VENDOR] 125 : MORCON SPECIALTY INC 281.32	Morcon 5/31/18	I18-004930	18-003573	06/19/2018	1	Gauges, Inv. #112316	130-16-1601-406120	\$ 59.88
	Morcon 5/31/18	I18-004930	18-003573	06/19/2018	2	Air Hose Fittings, Inv. #112449	110-14-1402-406120	\$ 160.84
	Morcon 5/31/18	I18-004930	18-003573	06/19/2018	3	Hydraulic Hose/Zip Ties, Inv. #112235	110-14-1401-406120	\$ 46.60
	Morcon 5/31/18	I18-004930	18-003573	06/19/2018	4	Hydraulic Plug/Hose Protection, Inv. #112318	110-14-1402-406120	\$ 14.00
[VENDOR] 20243 : MOUNTAIN STATES EMPLOYERS COUNCIL	211826	I18-004931	18-003592	06/19/2018	1	Employers Council Membership Dues	110-15-1501-403230	\$ 5,600.00
[VENDOR] 129 : MOUNTAINEER ANIMAL CLINIC 200.36	540784-545389	I18-004988	18-003641	06/19/2018	1	Invoice 540784 - Neuter Ranger	110-12-1202-404704	\$ 107.10
	540784-545389	I18-004988	18-003641	06/19/2018	2	Invoice 543102 - Rabies Check Ash-PS 247304	110-12-1202-404704	\$ 41.65
	540784-545389	I18-004988	18-003641	06/19/2018	3	Invoice 544030 - Shots & Deworm Baxter	110-12-1202-404704	\$ 32.82
	540784-545389	I18-004988	18-003641	06/19/2018	4	Invoice 545389 - Shots Grizzly Bear	110-12-1202-404704	\$ 18.79
[VENDOR] 23573 : MOUNTAINLAND SUPPLY COMPANY 2861.48	MAY 31, 2018	I18-004989	18-003591	06/19/2018	1	Flammable Cabinet, Inv. #S102623327.001	150-33-3302-404310	\$ 1,032.35
	MAY 31, 2018	I18-004989	18-003591	06/19/2018	2	Sprinkler Parts, Inv. #S102617698.001	250-35-3502-406120	\$ 23.52
	MAY 31, 2018	I18-004989	18-003591	06/19/2018	3	Tubing, Inv. #S102631518.001	110-14-1401-406130	\$ 32.41
	MAY 31, 2018	I18-004989	18-003591	06/19/2018	4	Adapters/Couplers, Inv. #S102624866.001	110-14-1402-406120	\$ 5.00
	MAY 31, 2018	I18-004989	18-003591	06/19/2018	5	Couplings, Inv. #S102621684.001	110-14-1401-406130	\$ 5.90
	MAY 31, 2018	I18-004989	18-003591	06/19/2018	6	Pressure Regulator/Fittings, Inv. #S102645137.001	110-14-1402-404310	\$ 55.72
	MAY 31, 2018	I18-004989	18-003591	06/19/2018	7	Gate Valve, Inv. #S102642267.001	110-14-1402-406120	\$ 25.44
	MAY 31, 2018	I18-004989	18-003591	06/19/2018	8	Copper Parts, Inv. #S102566237.001, S102566237.002	110-14-1401-406130	\$ 1,252.08
	MAY 31, 2018	I18-004989	18-003591	06/19/2018	9	Valve Box, Inv. #S102622989.001	110-14-1401-406130	\$ 94.98
	MAY 31, 2018	I18-004989	18-003591	06/19/2018	10	Misc. Irrigation Supplies, Inv. #S102642601.001	110-14-1401-406130	\$ 89.39
	MAY 31, 2018	I18-004989	18-003591	06/19/2018	11	PVC Pipe/Fittings, Inv. #S102640911.001	110-14-1401-406130	\$ 244.69
[VENDOR] 20041 : MPH INDUSTRIES INC 127.00	6004551	I18-004990	18-003634	06/19/2018	1	Repair Radar	110-12-1201-406130	\$ 100.00
	6004551	I18-004990	18-003634	06/19/2018	2	Shipping & Handling	110-12-1201-406101	\$ 27.00
[VENDOR] 24497 : MRI SOFTWARE LLC	US-INV640145	I18-004852	18-003494	06/19/2018	1	May's Background Checks	250-35-3501-406501	\$ 48.00
[VENDOR] 3569 : MURDOCHS RANCH AND HOME 655.91	MAY 25, 2018	I18-005035	18-003632	06/19/2018	1	straps and nozzles inv 2347	110-14-1401-406120	\$ 173.42
	MAY 25, 2018	I18-005035	18-003632	06/19/2018	2	Utility jug inv 2347	110-13-1303-406130	\$ 27.99
	MAY 25, 2018	I18-005035	18-003632	06/19/2018	3	Snow fence inv 506599	110-14-1401-406130	\$ 377.94
	MAY 25, 2018	I18-005035	18-003632	06/19/2018	4	equipment supplies inv 2326	110-14-1401-406120	\$ 76.56
[VENDOR] 23161 : MY EDUCATIONAL RESOURCES INC.	STUDENT ECARD 5/2018	I18-004853	18-003480	06/19/2018	1	BLS Provider E-Card	110-12-1205-406130	\$ 8.00
[VENDOR] 19886 : NATIONAL BUSINESS FURNITURE 1516.16	ZK007677-BUS	I18-004991	18-003375	06/19/2018	1	Desk	110-12-1201-406134	\$ 796.00
	ZK007677-BUS	I18-004991	18-003375	06/19/2018	2	Hutch	110-12-1201-406134	\$ 538.00
	ZK007677-BUS	I18-004991	18-003375	06/19/2018	3	Shipping	110-12-1201-406101	\$ 182.16
[VENDOR] 20651 : NELSON ENGINEERING	47061	I18-004854	15-003454	06/19/2018	1	Change Order #2	150-33-3302-403310	\$ 26,519.42
[VENDOR] 22012 : NEOPOST USA INC	55756395	I18-004855	18-003522	06/19/2018	1	Postage Meter Rental - May 2018	110-11-1103-404301	\$ 55.00

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✓ [VENDOR] 20613 : NORTHERN TOOL & EQUIPMENT	40406861	118-004856	18-003343	06/19/2018	1	Pressure washer for cleaning golf cars	110-14-1402-407410	\$ 679.99
✓ [VENDOR] 266 : NU-LIFE AUTO GLASS LLC	48121	118-004932	18-003513	06/19/2018	1	Windsheld	110-12-1201-406125	\$ 205.00
✓ [VENDOR] 302 : NU-TECH SPECIALTIES INC	Statement 5/31/18	118-004933	18-003582	06/19/2018	1	Ear Plugs/Bidet/Towels/Gloves, Inv. #171635	110-12-1202-406130	\$ 270.62
9255.02	Statement 5/31/18	118-004933	18-003582	06/19/2018	2	Cleaner/Solvent/Gloves, Inv. #170824	110-12-1201-406125	\$ 92.87
	Statement 5/31/18	118-004933	18-003582	06/19/2018	2	Cleaner/Solvent/Gloves, Inv. #170824	110-12-1205-406120	\$ 92.87
	Statement 5/31/18	118-004933	18-003582	06/19/2018	2	Cleaner/Solvent/Gloves, Inv. #170824	110-13-1303-406120	\$ 92.86
	Statement 5/31/18	118-004933	18-003582	06/19/2018	2	Cleaner/Solvent/Gloves, Inv. #170824	110-14-1401-406120	\$ 92.86
	Statement 5/31/18	118-004933	18-003582	06/19/2018	3	Degreaser/Recon Creme/Wash & Wax, Inv. #171300 Gloves/Wipe All Wipers, Inv. #169229 Glass Cleaner/Wipers, Inv. #169228	130-16-1601-406120	\$ 630.59
	Statement 5/31/18	118-004933	18-003582	06/19/2018	3	Degreaser/Recon Creme/Wash & Wax, Inv. #171300 Gloves/Wipe All Wipers, Inv. #169229 Glass Cleaner/Wipers, Inv. #169228	130-16-1601-406130	\$ 207.54
	Statement 5/31/18	118-004933	18-003582	06/19/2018	4	Tri-Sodium Phosphate/Cartridges, Inv. #169998 Hypochlorite Solutions/Pool Paint, Inv. #170424 Chemicals/Pool Paint, Inv. #170825, 170826	110-14-1404-404310	\$ 1,645.54
	Statement 5/31/18	118-004933	18-003582	06/19/2018	5	Hydrochloric Acid/Bromine Concentrate, Inv. #171481 OxyBrite/Chemicals, Inv. #169990 Hydrochloric Acid, Inv. #169209 Oxidizing Solid/Hydrochloric Acid, Inv. #171626 OxyBrite Chlorine Shock, Inv. #170443	110-14-1405-406120	\$ 6,129.27
✓ [VENDOR] 22801 : O'REILLY AUTO PARTS	o'reilly may 2018	118-004935	18-003541	06/19/2018	1	AC Adapter, Inv. #3118-132034	110-12-1201-406125	\$ 2.99
678.64	o'reilly may 2018	118-004935	18-003541	06/19/2018	2	Core Returns, Inv. #3118-132071	110-12-1201-406125	\$ -40.00
	o'reilly may 2018	118-004935	18-003541	06/19/2018	3	Valve Caps, Inv. #3118-131930	110-12-1205-406120	\$ 2.98
	o'reilly may 2018	118-004935	18-003541	06/19/2018	4	PCV Valve, Inv. #3118-131259	110-19-1903-406123	\$ 9.97
	o'reilly may 2018	118-004935	18-003541	06/19/2018	5	Plug/Filter, Inv. #3118-133404	110-12-1205-406130	\$ 22.86
	o'reilly may 2018	118-004935	18-003541	06/19/2018	6	Radiator, Inv. #3118-132443	110-12-1201-406125	\$ 152.50
	o'reilly may 2018	118-004935	18-003541	06/19/2018	7	Coolant, Inv. #3118-132690	110-12-1201-406125	\$ 25.98
	o'reilly may 2018	118-004935	18-003541	06/19/2018	8	Freon, Inv. #3118-131638	110-19-1903-406123	\$ 139.95
	o'reilly may 2018	118-004935	18-003541	06/19/2018	9	Freon, Inv. #3118-132033	110-12-1205-406120	\$ 124.95
	o'reilly may 2018	118-004935	18-003541	06/19/2018	10	Filter/Wiper Blades, Inv. #3118-134330	250-35-3502-406120	\$ 33.23
	o'reilly may 2018	118-004935	18-003541	06/19/2018	11	Drain Plugs, Inv. #3118-133905	110-12-1201-406125	\$ 13.36
	o'reilly may 2018	118-004935	18-003541	06/19/2018	12	Battery, Inv. #3118-133994	110-12-1201-406125	\$ 122.52
	o'reilly may 2018	118-004935	18-003541	06/19/2018	13	Thermostat/Cap, Inv. #3118-134209	110-12-1201-406125	\$ 26.38
	o'reilly may 2018	118-004935	18-003541	06/19/2018	14	Antifreeze, Inv. #3118-134319	110-12-1201-406125	\$ 38.97
✓ [VENDOR] 21879 : OFFICE OF STATE LANDS & INVEST	DWSRF-053#11	118-004857	18-003461	06/19/2018	1	Loan payment #11, loan #DWSRF-053, Water Meter Replacement	150-33-1108-407920	\$ 157,149.58
✓ [VENDOR] 21392 : ONE CALL OF WYOMING	48706	118-004934	18-003554	06/19/2018	1	One call tickets for May 2018	150-33-3302-406120	\$ 234.00
✓ [VENDOR] 21356 : ORKIN EXTERMINATING	170015585	118-004858	18-002338	06/19/2018	1	Monthly pest control service	110-14-1404-404301	\$ 154.56
✓ [VENDOR] 138 : PACIFIC STEEL & RECYCLING	2064780	118-005036	18-003658	06/19/2018	1	alum. sheet- street inv 6427371	110-13-1303-406130	\$ 87.91
248.55	2064780	118-005036	18-003658	06/19/2018	2	alum fem and angle- fire inv 6445571	110-12-1205-406120	\$ 160.64
	[VENDOR] 9000.2202 : PAUL OR FIOR ROSS	7471424	118-004886	06/19/2018	1	UB CR REFUND-96125	170-00-0000-202000	\$ 142.81

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	MAY2018	118-005001	18-003594	06/19/2018	5	First Aid Supplies - Golf, Inv. #147001	110-14-1402-406130	\$ 148.18
- [VENDOR] 392 : RMT EQUIPMENT	P03912, P04134	118-004865	18-003532	06/19/2018	1	Oil Cooler, Inv. #P03912	110-14-1402-406120	\$ 362.44
599.40	P03912, P04134	118-004865	18-003532	06/19/2018	2	Hose/Spacer/Site Window, Inv. #P04134	110-13-1304-406130	\$ 236.96
- [VENDOR] 158 : ROCK SPRINGS CHAMBER OF COMMERCE	FINAL 13632	118-004866	18-000270	06/19/2018	1	Business Development Agreement - FY2018	110-15-1501-404804	\$ 8,750.00
16,56.44	FINAL 13633	118-004867	18-000271	06/19/2018	1	Service Agreement - FY2018	110-15-1501-404808	\$ 7,406.44
- [VENDOR] 21577 : ROCK SPRINGS IV CENTER	18064-1	118-005005	18-003601	06/19/2018	1	Dextrose, Lidocaine, Ondansetron	110-12-1205-406130	\$ 14.74
- [VENDOR] 338 : ROCK SPRINGS MUNICIPAL UTILITY	RSMU 6/1/18	118-004868	18-003536	06/19/2018	1	Streets	110-13-1303-404111	\$ 487.20
43,515.29	RSMU 6/1/18	118-004868	18-003536	06/19/2018	2	Streets	110-13-1303-404112	\$ 57.12
	RSMU 6/1/18	118-004868	18-003536	06/19/2018	3	Parks	110-14-1401-404111	\$ 13,796.25
	RSMU 6/1/18	118-004868	18-003536	06/19/2018	4	Parks	110-14-1401-404112	\$ 88.96
	RSMU 6/1/18	118-004868	18-003536	06/19/2018	5	Golf Course	110-14-1402-404111	\$ 388.10
	RSMU 6/1/18	118-004868	18-003536	06/19/2018	6	Golf Course	110-14-1402-404112	\$ 292.80
	RSMU 6/1/18	118-004868	18-003536	06/19/2018	7	Civic Center	110-14-1404-404111	\$ 264.65
	RSMU 6/1/18	118-004868	18-003536	06/19/2018	8	Civic Center	110-14-1404-404112	\$ 414.42
	RSMU 6/1/18	118-004868	18-003536	06/19/2018	9	Cemetery	110-13-1304-404111	\$ 108.67
	RSMU 6/1/18	118-004868	18-003536	06/19/2018	10	Cemetery	110-13-1304-404112	\$ 14.76
	RSMU 6/1/18	118-004868	18-003536	06/19/2018	11	Animal Control	110-12-1202-404111	\$ 71.81
	RSMU 6/1/18	118-004868	18-003536	06/19/2018	12	Animal Control	110-12-1202-404112	\$ 72.20
	RSMU 6/1/18	118-004868	18-003536	06/19/2018	13	Fire Department	110-12-1205-404111	\$ 309.14
	RSMU 6/1/18	118-004868	18-003536	06/19/2018	14	Fire Department	110-12-1205-404112	\$ 106.27
	RSMU 6/1/18	118-004868	18-003536	06/19/2018	15	Wastewater	130-16-1601-404111	\$ 912.62
	RSMU 6/1/18	118-004868	18-003536	06/19/2018	16	Wastewater	130-16-1601-404112	\$ 8,209.29
	RSMU 6/1/18	118-004868	18-003536	06/19/2018	17	City Buildings	110-11-1104-404111	\$ 483.61
	RSMU 6/1/18	118-004868	18-003536	06/19/2018	18	City Buildings	110-11-1104-404112	\$ 675.56
	RSMU 6/1/18	118-004868	18-003536	06/19/2018	19	Museum	110-34-3401-404111	\$ 39.56
	RSMU 6/1/18	118-004868	18-003536	06/19/2018	20	Museum	110-34-3401-404112	\$ 12.21
	RSMU 6/1/18	118-004868	18-003536	06/19/2018	21	Senior Citizens Center	110-15-1501-404801	\$ 1,670.35
	RSMU 6/1/18	118-004868	18-003536	06/19/2018	22	Family Rec Center	110-14-1405-404111	\$ 2,659.64
	RSMU 6/1/18	118-004868	18-003536	06/19/2018	23	Family Rec Center	110-14-1405-404112	\$ 7,172.76
	RSMU 6/1/18	118-004868	18-003536	06/19/2018	24	Public Housing	250-35-3501-404111	\$ 3,008.39
	RSMU 6/1/18	118-004868	18-003536	06/19/2018	25	Public Housing	250-35-3501-404112	\$ 2,098.45
	RSMU 6/1/18	118-004868	18-003536	06/19/2018	26	URA	110-11-1106-404111	\$ 71.39
	RSMU 6/1/18	118-004868	18-003536	06/19/2018	27	URA	110-11-1106-404112	\$ 29.11
	RSMU 6/1/18	118-004868	18-003536	06/19/2018	28	Pub Svcs	110-19-1901-406120	\$ 0.00
- [VENDOR] 164 : ROCK SPRINGS NEWSPAPERS	May2018 Ads	118-004869	18-003503	06/19/2018	1	May 2018 Ads for Legal notices	110-15-1501-405401	\$ 3,997.16
5,464.41	May2018 Ads	118-004869	18-003503	06/19/2018	2	May 2018 Mayor/City Council Ads	110-11-1101-405410	\$ 598.00
	May2018 Ads	118-004869	18-003503	06/19/2018	3	May 2018 Promotional Ads for Civic Center summer	110-14-1404-405403	\$ 808.00
	May2018 Ads	118-004869	18-003503	06/19/2018	4	May 2018 Cemetery Notice Ads	110-13-1304-406130	\$ 61.25
- [VENDOR] 22518 : ROCK SPRINGS RENEWAL FUND	112-9707550-6171439	118-004870	18-003475	06/19/2018	1	Book Store Goods, Display/ Facility Equip A&E - City Confidential Rock Springs, WY, DVDs	110-34-3401-406133	\$ 81.00
2015.69	112-9707550-6171439	118-004870	18-003475	06/19/2018	2	Book Store Goods, Display/ Facility Equip	110-34-3401-406133	\$ 30.76

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						The Spooky Express Wyoming, James, Eric		
	112-9707550-6171439	I18-004870	18-003475	06/19/2018	3	Book Store Goods, Display/ Facility Equip Searching for Calamity: The Life and Times of Calamity Jane, Jucovy,	110-34-3401-406133 \$	29.90
	112-9707550-6171439	I18-004870	18-003475	06/19/2018	4	Book Store Goods, Display/ Facility Equip Butch Cassidy Mormon Boy Dies in Utah: Butch Cassidy, Grace, Marilyn	110-34-3401-406133 \$	59.90
	112-9707550-6171439	I18-004870	18-003475	06/19/2018	5	Book Store Goods, Display/ Facility Equip Industrializing the Rockies: Growth, Competition, and Turmoil in the Coalfields of Colorado and Wyoming, 1868-1914 (Mining the American West), Wolff, David A.	110-34-3401-406133 \$	65.85
	112-9707550-6171439	I18-004870	18-003475	06/19/2018	6	Book Store Goods, Display/ Facility Equip Calamity Jane: The Calamitous Life of Martha Jane Cannary, Perrissin, Christian	110-34-3401-406133 \$	40.78
	112-9707550-6171439	I18-004870	18-003475	06/19/2018	7	Book Store Goods, Display/ Facility Equip The Last Train, Tiltcomb, Gordon	110-34-3401-406133 \$	26.36
	112-9707550-6171439	I18-004870	18-003475	06/19/2018	8	Book Store Goods, Display/ Facility Equip Wyoming Range War: The Infamous Invasion of Johnson County, Davis, John W.	110-34-3401-406133 \$	18.12
	112-9707550-6171439	I18-004870	18-003475	06/19/2018	9	Book Store Goods, Display/ Facility Equip Calamity Jane: The Woman and the Legend, McLaird, James D.	110-34-3401-406133 \$	28.94
	112-9707550-6171439	I18-004870	18-003475	06/19/2018	10	Book Store Goods, Display/ Facility Equip Steam, Smoke, and Steel: Back in Time with Trains, O'Brien, Patrick	110-34-3401-406133 \$	30.60
	112-9707550-6171439	I18-004870	18-003475	06/19/2018	11	Book Store Goods, Display/ Facility Equip 3.5" USB External Floppy Disk Drive Portable 1.44 MB FDD for PC Windows 2000/XP/Vista/7/8/10, for Mac, No Extra Driver Required, Plug and Play, Black	110-34-3401-406120 \$	13.99
	112-9707550-6171439	I18-004870	18-003475	06/19/2018	12	Book Store Goods, Display/ Facility Equip A Ride Along the Lincoln Highway,	110-34-3401-406133 \$	30.94
	112-9707550-6171439	I18-004870	18-003475	06/19/2018	13	Book Store Goods, Display/ Facility Equip Locomotive (Caldecott Medal Book), Floca, Brian	110-34-3401-406133 \$	50.36
	112-9707550-6171439	I18-004870	18-003475	06/19/2018	14	Book Store Goods, Display/ Facility Equip Wyoming Range War: The Infamous Invasion of Johnson County, Davis, John W.	110-34-3401-406133 \$	48.36
	112-9707550-6171439	I18-004870	18-003475	06/19/2018	15	Book Store Goods, Display/ Facility Equip The Lincoln Highway: Main Street across America, Hokanson, Drake	110-34-3401-406133 \$	62.00
	112-9707550-6171439	I18-004870	18-003475	06/19/2018	16	Book Store Goods, Display/ Facility Equip Dritz Fabric Pattern Weights One (4 pack)	110-34-3401-406001 \$	23.84
	112-9707550-6171439	I18-004870	18-003475	06/19/2018	17	Book Store Goods, Display/ Facility Equip NIX Advance - 12 inch Digital Photo & HD Video (720p) Frame with Motion Sensor & 8GB Memory - X12D	110-34-3401-406120 \$	749.95
	112-9707550-6171439	I18-004870	18-003475	06/19/2018	18	Book Store Goods, Display/ Facility Equip KidKraft Waterfall Mountain Train Set and Table	110-34-3401-406001 \$	144.92
	112-9707550-6171439	I18-004870	18-003475	06/19/2018	19	Book Store Goods, Display/ Facility Equip NIX Advance - 12 inch Digital Photo & HD Video (720p) Frame with Motion Sensor & 8GB Memory - X12D	110-34-3401-406001 \$	149.99
	112-9153736-7852213	I18-004871	18-003476	06/19/2018	1	Research Book	110-34-3401-403220 \$	11.99
	112-9153736-7852213	I18-004871	18-003476	06/19/2018	2	Shipping	110-34-3401-406101 \$	3.99
	112-6132394-2621801	I18-004872	18-003477	06/19/2018	1	Gift Shop Goods Penny Collector Books	110-34-3401-406133 \$	70.50
	112-6132394-2621801	I18-004872	18-003477	06/19/2018	2	Gift Shop Goods Penny Collector Books Shipping	110-34-3401-406101 \$	1.77
	112-5387610-9571411	I18-004873	18-003479	06/19/2018	1	Gift Shop Goods Penny Necklaces	110-34-3401-406133 \$	50.00

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	112-5387610-9571411	118-004873	18-003479	06/19/2018	2	Gift Shop Goods Shipping	110-34-3401-406101	\$ 3.50
	SWEETWATERNOW PROMO	118-005002	18-003648	06/19/2018	1	promotion - FB Car Show	110-11-1106-406144	\$ 50.00
	REIMB ESAFETY	118-005003	18-003617	06/19/2018	1	incident command safety vests	110-11-1106-406130	\$ 59.80
	INSTA PROMO	118-005004	18-003618	06/19/2018	1	Facebook Car Show 4/29/18 - 5/30/18	110-11-1106-406144	\$ 68.71
	INSTA PROMO	118-005004	18-003618	06/19/2018	2	instagram ads 4/30 to 5/29 - Car show	110-11-1106-406144	\$ 10.87
— [VENDOR] 305 : ROCK SPRINGS WINLECTRIC	RS Winlectric 5/2018	118-004874	18-003510	06/19/2018	1	Pull Line inv. 38984	110-14-1401-404310	\$ 207.82
485.43	RS Winlectric 5/2018	118-004874	18-003510	06/19/2018	2	Interstate Batteries inv. 38371 01	110-11-1104-406120	\$ 97.30
	RS Winlectric 5/2018	118-004874	18-003510	06/19/2018	3	Single Bolt Inv. 037922 01	110-11-1104-406120	\$ 87.11
	RS Winlectric 5/2018	118-004874	18-003510	06/19/2018	4	Wire connectors, transformer. inv 038910	110-14-1401-404310	\$ 93.20
— [VENDOR] 155 : ROCK SPRINGS WINNELSON CO	224665-00	118-004940	18-003459	06/19/2018	1	Stainless Steel Toilet	110-14-1401-406120	\$ 2,692.50
13084.96	224665-00	118-004940	18-003459	06/19/2018	2	Stainless Steel Urinal	110-14-1401-406120	\$ 788.25
	MAY 31, 2018	118-005037	18-003612	06/19/2018	1	Couplings and bushings inv 225741	110-13-1304-404310	\$ 13.41
	MAY 31, 2018	118-005037	18-003612	06/19/2018	2	Water Saver kit inv 226053	110-34-3401-406130	\$ 30.56
	MAY 31, 2018	118-005037	18-003612	06/19/2018	3	Eyewash station inv 225873	110-14-1404-406120	\$ 274.50
	MAY 31, 2018	118-005037	18-003612	06/19/2018	4	clo. repair kit inv 226068	110-14-1402-404310	\$ 94.47
	MAY 31, 2018	118-005037	18-003612	06/19/2018	5	Faucet for 9 Iron inv. 225936 02	110-14-1402-406120	\$ 253.92
	MAY 31, 2018	118-005037	18-003612	06/19/2018	6	misc seal tape for boiler inv 225727	110-14-1405-406120	\$ 57.00
	MAY 31, 2018	118-005037	18-003612	06/19/2018	7	flow switch, valve, and pump inv 225367	110-14-1405-406120	\$ 796.76
	MAY 31, 2018	118-005037	18-003612	06/19/2018	8	elect motors inv 225676 02	110-14-1405-406120	\$ 326.09
	MAY 31, 2018	118-005037	18-003612	06/19/2018	9	copper fittings, pipe inv 225787	110-14-1405-406120	\$ 298.30
	MAY 31, 2018	118-005037	18-003612	06/19/2018	10	faucet stems inv 225517, 225835 02	110-14-1405-406120	\$ 125.27
	MAY 31, 2018	118-005037	18-003612	06/19/2018	11	pipe and fittings inv 225830	110-14-1405-406120	\$ 315.81
	MAY 31, 2018	118-005037	18-003612	06/19/2018	12	guages inv 225590	150-33-3302-406120	\$ 37.98
	MAY 31, 2018	118-005037	18-003612	06/19/2018	13	valve box riser inv 225716	150-33-3302-408120	\$ 493.13
	MAY 31, 2018	118-005037	18-003612	06/19/2018	14	valve lids 226297	150-33-3302-406120	\$ 75.42
	MAY 31, 2018	118-005037	18-003612	06/19/2018	15	valve box riser inv 226290	150-33-3302-406120	\$ 190.80
	MAY 31, 2018	118-005037	18-003612	06/19/2018	16	meter inv 225948 02	150-33-3302-507927	\$ 5,500.62
	MAY 31, 2018	118-005037	18-003612	06/19/2018	17	copper tube inv 225939	150-33-3302-406120	\$ 399.21
	MAY 31, 2018	118-005037	18-003612	06/19/2018	18	copper fittings inv 226270	110-14-1401-406130	\$ 29.72
	MAY 31, 2018	118-005037	18-003612	06/19/2018	19	teflon tape inv 225749	110-14-1401-406130	\$ 24.43
	MAY 31, 2018	118-005037	18-003612	06/19/2018	20	Acid brush inv 225777	110-14-1401-406130	\$ 9.49
	MAY 31, 2018	118-005037	18-003612	06/19/2018	21	repair kit arthur park inv 226102	110-14-1401-406130	\$ 42.28
	MAY 31, 2018	118-005037	18-003612	06/19/2018	22	Ball valve inv 226203	110-14-1401-406130	\$ 7.04
	MAY 31, 2018	118-005037	18-003612	06/19/2018	23	pvc pipe inv 226286	110-14-1401-406130	\$ 208.00
— [VENDOR] 137 : ROCKY MOUNTAIN POWER	MAY 31, 2018	118-005043	18-003666	06/19/2018	1	Streets	110-13-1303-406202	\$ 1,115.18
149,525.80	MAY 31, 2018	118-005043	18-003666	06/19/2018	2	Shop	110-19-1903-406202	\$ 228.39
	MAY 31, 2018	118-005043	18-003666	06/19/2018	3	Parks	110-14-1401-406202	\$ 2,031.69
	MAY 31, 2018	118-005043	18-003666	06/19/2018	4	Golf Course	110-14-1402-406202	\$ 14,483.39
	MAY 31, 2018	118-005043	18-003666	06/19/2018	5	Civic Center	110-14-1404-406202	\$ 3,034.12
	MAY 31, 2018	118-005043	18-003666	06/19/2018	6	Cemetery	110-13-1304-406202	\$ 2,202.31
	MAY 31, 2018	118-005043	18-003666	06/19/2018	7	Animal Control	110-12-1202-406202	\$ 175.38
	MAY 31, 2018	118-005043	18-003666	06/19/2018	8	Fire Department	110-12-1205-406202	\$ 735.97
	MAY 31, 2018	118-005043	18-003666	06/19/2018	9	WWTP	130-16-1601-406202	\$ 35,709.90
	MAY 31, 2018	118-005043	18-003666	06/19/2018	10	City Buildings	110-11-1104-406202	\$ 3,432.28
	MAY 31, 2018	118-005043	18-003666	06/19/2018	11	Museum	110-34-3401-406202	\$ 391.16

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	MAY 31, 2018	I18-005043	18-003666	06/19/2018	12	Senior Citizens	110-15-1501-404801	\$ 7,995.62
	MAY 31, 2018	I18-005043	18-003666	06/19/2018	13	Civil Defense	110-12-1204-406202	\$ 79.32
	MAY 31, 2018	I18-005043	18-003666	06/19/2018	14	Street Lighting	110-13-1303-406204	\$ 23,542.48
	MAY 31, 2018	I18-005043	18-003666	06/19/2018	15	FRC	110-14-1405-406202	\$ 34,469.37
	MAY 31, 2018	I18-005043	18-003666	06/19/2018	16	Water Department	150-33-3302-406202	\$ 18,758.24
	MAY 31, 2018	I18-005043	18-003666	06/19/2018	17	URA	110-11-1106-406202	\$ 1,141.00
✓ [VENDOR] 165 : ROCKY MOUNTAIN SERVICE BUREAU	May 2018	I18-004875	18-003600	06/19/2018	1	Collection Costs, Independent Taxi	110-11-1103-403120	\$ 8.00
✓ [VENDOR] 1 : RON'S ACE RENTAL & EQUIP. SALES INC	JUNE 1, 2018	I18-005038	18-003656	06/19/2018	1	Rotary hammer and bit rental inv 194534	110-14-1401-406120	\$ 80.00
	JUNE 1, 2018	I18-005038	18-003656	06/19/2018	2	Fuel Pump inv 194750	110-14-1402-406120	\$ 17.99
	JUNE 1, 2018	I18-005038	18-003656	06/19/2018	3	Jackhammer bits inv 194347	150-33-3302-406120	\$ 125.00
	JUNE 1, 2018	I18-005038	18-003656	06/19/2018	4	A/C Charge inv 194323	110-12-1201-406125	\$ 109.99
	JUNE 1, 2018	I18-005038	18-003656	06/19/2018	5	Anti-vibration Element inv 194486	110-12-1205-406130	\$ 26.68
	JUNE 1, 2018	I18-005038	18-003656	06/19/2018	6	Gatorline inv 1942553	130-16-1601-406120	\$ 115.00
	JUNE 1, 2018	I18-005038	18-003656	06/19/2018	7	Trim line, Feed heads inv 194743	110-13-1304-404310	\$ 430.00
[VENDOR] 9000.2200 : SHERYL EASTERLING	7471422	I18-004884		06/19/2018	1	UB CR REFUND-99592	170-00-0000-202000	\$ 26.67
✓ [VENDOR] 23582 : SHIPLEY	BUNNING PARK 6/27/18	I18-005006	18-003558	06/19/2018	1	Concert in the Park Wanted June 27th	110-14-1404-406132	\$ 400.00
✓ [VENDOR] 22378 : SIMPLOT PARTNERS	211017210	I18-004946	18-003492	06/19/2018	1	spring 2018 fert/chem order golf course	110-14-1402-406130	\$ 4,711.80
✓ [VENDOR] 20614 : SKAGGS PUBLIC SAFETY UNIFORMS	3066680 RI	I18-004876	18-003462	06/19/2018	1	Firefighter Uniforms	110-12-1205-402101	\$ 4,297.00
✓ [VENDOR] 178 : SKIPS TIRE	162554	I18-005042	18-003667	06/19/2018	1	Align Front End for PD- inv 162554	110-12-1201-406125	\$ 65.00
✓ [VENDOR] 180 : SMYTH PRINTING INC	47637	I18-004877	18-003179	06/19/2018	1	1,000 3 part work orders	110-14-1405-406001	\$ 423.36
	47599	I18-004878	18-003004	06/19/2018	1	500 Business Cards for Mike Evans	110-14-1405-405500	\$ 76.50
	47659	I18-004941	18-003359	06/19/2018	1	2,000 temporary passes	110-14-1405-406001	\$ 118.25
✓ [VENDOR] 22098 : SOUTHWEST DOORS	12171	I18-004879	18-002921	06/19/2018	1	Fix and Service Cart Barn Doors	110-14-1402-404310	\$ 1,098.80
✓ [VENDOR] 21732 : SST TESTING +, INC.	5011801JS,05031810JS	I18-005007	18-003610	06/19/2018	1	drug and alcohol testing may 2018	110-11-1109-403321	\$ 180.00
✓ [VENDOR] 20745 : STANDARD PLUMBING	HJZZ96	I18-005008	18-003590	06/19/2018	1	Bushing/Tee, Inv. #HJZZ96	110-14-1401-406130	\$ 11.63
✓ [VENDOR] 22639 : STAPLES ADVANTAGE	LA@368565 6/2/18	I18-004943	18-003572	06/19/2018	1	Office Supplies - Attorney, Inv. #'s 3377570139, 3377600502	110-11-1102-406001	\$ 51.08
	LA@368565 6/2/18	I18-004943	18-003572	06/19/2018	2	Cyber Power Backup/Bluetooth Adapter, Inv. #'s 3379177411, 3379346121	130-16-1601-407410	\$ 354.55
✓ [VENDOR] 21571 : STAR TRANSIT	4402	I18-004880	18-000623	06/19/2018	1	Service Agreement - FY 2018	110-15-1501-404805	\$ 7,241.25
✓ [VENDOR] 24415 : STEVE HARTON	Alt Judge 6/5/18	I18-004881	18-003486	06/19/2018	1	Alter Judge June 5 2018	110-11-1105-403302	\$ 112.50
[VENDOR] 9000.2193 : STEVE SAEDI	7468165	I18-004830		06/19/2018	1	UB CR REFUND-96305	170-00-0000-202000	\$ 32.79

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618.11

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[VENDOR] 23658 : STOTZ EQUIPMENT	P40565	118-004888	18-003535	06/19/2018	1	Hyd Reservoir, Inv. #P40565	110-14-1402-406120	\$ 672.02
[VENDOR] 22943 : SUNROC CORPORATION 766.00	40653953	118-004889	18-003534	06/19/2018	1	Sand/Pearl Park, Inv. #40653953	110-14-1401-406120	\$ 102.00
	Sunroc 5/31/18	118-004942	18-003571	06/19/2018	1	Concrete, Inv. #40652726	130-16-1601-407210	\$ 664.00
[VENDOR] 188 : SUPERIOR LUMBER CO	M189030	118-004944	18-003547	06/19/2018	1	Field Chalk, Inv. #M189030	110-14-1402-406130	\$ 767.76
[VENDOR] 191 : SWEETWATER COUNTY CLERK	1674	118-004890	18-003463	06/19/2018	1	1/3 of quarterly dues for Rock Springs Chamber of Commerce; Communities Protecting the Green River	110-11-1101-403303	\$ 75.00
[VENDOR] 21331 : SWEETWATER COUNTY HEALTH DEPT 3000.00	EH-2510	118-004945	18-003555	06/19/2018	1	Bac t testing for March, April, and May 2018	150-33-3302-406130	\$ 1,900.00
	EH-2508	118-004947	18-003518	06/19/2018	1	water tests	110-14-1405-406120	\$ 900.00
	EH-2507	118-005009	18-003630	06/19/2018	1	Water testing fees for March - May Invoice # EH-2507	110-14-1404-406130	\$ 200.00
[VENDOR] 20247 : SWEETWATER COUNTY SCHOOL DIST #1 116.10	118, 119, 120	118-005010	18-003649	06/19/2018	1	Bus recruitment - 11 x 17 color posters	110-11-1106-405500	\$ 31.70
	118, 119, 120	118-005010	18-003649	06/19/2018	2	market posters - 11 x 17 posters	110-11-1106-405500	\$ 24.75
	118, 119, 120	118-005010	18-003649	06/19/2018	3	eat like a local - 8.5 x 11	110-11-1106-405500	\$ 59.65
[VENDOR] 19140 : SWEETWATER COUNTY SHERIFF'S OFFICE	MAY BOARDING 2018	118-005011	18-003606	06/19/2018	1	Prisoner Boarding for May	110-12-1201-404706	\$ 4,760.00
[VENDOR] 23597 : SWEETWATER NOW LLC	2272, 2373	118-005012	18-002594	06/19/2018	1	advertising - online for theater events	110-11-1106-406140	\$ 300.00
[VENDOR] 19104 : SWEETWATER TROPHIES	22837	118-005039	18-003655	06/19/2018	1	Community Service Award - DeBernardi's Construction Co, Inc.	110-11-1101-406130	\$ 45.00
[VENDOR] 21496 : TEGELER & ASSOCIATES	71462	118-004891	18-003551	06/19/2018	1	Notary Bond - Kristyn Muniz	110-15-1501-405202	\$ 50.00
[VENDOR] 9000.2185 : TERRY OR HEIDI DILL	7444510	118-004804		06/19/2018	1	UB CR REFUND-98530	170-00-0000-202000	\$ 43.14
[VENDOR] 24431 : THE UPS STORE	8635	118-005017	18-003619	06/19/2018	1	postage stamps	110-11-1106-406101	\$ 100.00
[VENDOR] 221 : THOMSON REUTERS - WEST PMNT CENTER	838283207	118-005013	18-003588	06/19/2018	1	West Information Charges 5/1/18-5/31/18. Inv. 838283207.	110-11-1102-403220	\$ 2,128.00
[VENDOR] 201 : TIRE DEN INC 1178.00	Tire den may 2018	118-004948	18-003548	06/19/2018	1	Tires, Inv. #1-294172	110-14-1404-406120	\$ 300.00
	Tire den may 2018	118-004948	18-003548	06/19/2018	2	Tires, Inv. #1-294156	110-12-1201-406125	\$ 820.00
	Tire den may 2018	118-004948	18-003548	06/19/2018	3	Tire Repair, Inv. #1-294950	110-13-1303-406120	\$ 58.00
[VENDOR] 21609 : TITLEIST 1,381.01	905964613	118-004892	18-003471	06/19/2018	1	Special ORder Bill Lergerski	110-14-1402-406133	\$ 126.43
	906015489	118-004893	18-003465	06/19/2018	1	Special ORder matt Tarbet. Set of Irons.	110-14-1402-406133	\$ 959.76
	905993551	118-004894	18-003468	06/19/2018	1	Special ORder Tim Self Driver	110-14-1402-406133	\$ 294.83
[VENDOR] 24107 : TOPP PUBLISHING 765.00	9025	118-004949	18-003360	06/19/2018	1	Ad in summer edition of Hometown Magazine - for Rec, Civic & golf.	110-14-1402-405403	\$ 95.00
	9025	118-004949	18-003360	06/19/2018	1	Ad in summer edition of Hometown Magazine - for Rec, Civic & golf.	110-14-1404-405403	\$ 100.00
	9025	118-004949	18-003360	06/19/2018	1	Ad in summer edition of Hometown Magazine - for Rec, Civic & golf.	110-14-1405-405403	\$ 100.00

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	9004	118-005014	18-003616	06/19/2018	1	Summer Issue - Hometown Magazine Ad	110-11-1106-405402	\$ 235.00
	9016	118-005015	18-003595	06/19/2018	1	Summer Advert Hometown Mag	110-34-3401-405403	\$ 235.00
- [VENDOR] 18970 : TURF EQUIPMENT AND IRRIGATION	MAY 31, 2018	118-005016	18-003593	06/19/2018	1	Tapered White Flagsticks, Inv. #428177-00	110-14-1402-406130	\$ 1,523.32
	MAY 31, 2018	118-005016	18-003593	06/19/2018	2	Pully & Belt, Inv. #428902-00	110-14-1402-406120	\$ 130.88
	MAY 31, 2018	118-005016	18-003593	06/19/2018	3	Toro Repair Parts, Inv. #428537-00	110-14-1402-406120	\$ 588.68
	MAY 31, 2018	118-005016	18-003593	06/19/2018	4	Workman 2100 Bed Latch Parts, Inv. #428335-00	110-14-1402-406120	\$ 170.40
	MAY 31, 2018	118-005016	18-003593	06/19/2018	5	Bushing/Switch/Nuts, Inv. #428100-00, 428100-01	110-14-1401-406120	\$ 185.45
	MAY 31, 2018	118-005016	18-003593	06/19/2018	6	3500 Parts, Inv. #429323-01	110-14-1402-406120	\$ 10.46
	MAY 31, 2018	118-005016	18-003593	06/19/2018	7	Lift Arm Bolt/Parts, Inv. #429323-00	110-14-1402-406120	\$ 24.95
	MAY 31, 2018	118-005016	18-003593	06/19/2018	8	Workman 2100 Parts, Inv. #429444-00	110-14-1402-406120	\$ 795.72
- [VENDOR] 19056 : UNITED SERVICE AND SALES INC	72073	118-004895	18-003115	06/19/2018	1	Scag Tiger Cat 25HP Kohler EFI with 52" mulch deck.	110-14-1401-406120	\$ 18,521.60
	72073	118-004895	18-003115	06/19/2018	2	Used Mower trade in (2)	110-14-1401-406120	\$ -1,200.00
	74066	118-004950	18-003516	06/19/2018	1	Belt	110-14-1401-406120	\$ 75.86
- [VENDOR] 22500 : UNITED SITE SERVICES	114-6769150	118-004951	18-003562	06/19/2018	1	port a let service	110-14-1402-406130	\$ 1,103.04
- [VENDOR] 20380 : UPS	000065XW67228	118-005018	18-003635	06/19/2018	1	Shipping Fees	110-12-1201-406101	\$ 59.19
	000065XW67228	118-005018	18-003635	06/19/2018	2	Shipping Fees	110-12-1201-406101	\$ 75.99
- [VENDOR] 24377 : VARLEY MERCANTILE LLC	7714-17	118-004896	18-003478	06/19/2018	1	5 GPS books	110-34-3401-406133	\$ 75.00
[VENDOR] 9000.2190 : WADE HAAKENSON	7466162	118-004827		06/19/2018	1	UB CR REFUND-95768	170-00-0000-202000	\$ 24.75
- [VENDOR] 24209 : WATCHGUARD VIDEO	ADVREP128649	118-005019	18-003636	06/19/2018	1	Replacement Body Camera	110-12-1201-406120	\$ 400.00
	ADVREP128649	118-005019	18-003636	06/19/2018	2	Shipping	110-12-1201-406101	\$ 30.00
- [VENDOR] 23778 : WEED MANAGEMENT SOLUTIONS	863	118-005020	18-003613	06/19/2018	1	Weed spraying as directed by customer around Bunning Freight Station	110-11-1106-404310	\$ 150.00
- [VENDOR] 226 : WHISLER CHEVROLET CO	whisler 4/30/18	118-004952	18-003581	06/19/2018	1	A/C Hoses, Inv. #'s 128946, 129034	110-12-1201-406125	\$ 268.66
	whisler 4/30/18	118-004952	18-003581	06/19/2018	2	Shift Cable, Inv. #129493	110-12-1201-406125	\$ 44.87
	whisler 4/30/18	118-004952	18-003581	06/19/2018	3	Connector, Inv. #129410	110-12-1201-406125	\$ 11.94
	whisler 4/30/18	118-004952	18-003581	06/19/2018	4	Hangers, Inv. #128939	110-12-1201-406125	\$ 29.94
	whisler 4/30/18	118-004952	18-003581	06/19/2018	5	Condensor, Inv. #128976	110-12-1201-406125	\$ 157.67
	whisler 4/30/18	118-004952	18-003581	06/19/2018	6	Lock, Inv. #128978	110-12-1201-406125	\$ 193.60
	whisler 4/30/18	118-004952	18-003581	06/19/2018	7	Connector, Inv. #128963	110-12-1201-406125	\$ 53.94
	whisler 4/30/18	118-004952	18-003581	06/19/2018	8	Hanger/AC Parts, Inv. #128958, 128956	110-12-1201-406125	\$ 82.77
	whisler 4/30/18	118-004952	18-003581	06/19/2018	9	Oil Pressure Sensor Unit, Inv. #128742	110-12-1205-406120	\$ 96.28
	whisler 4/30/18	118-004952	18-003581	06/19/2018	10	Latch, Inv. #128638	110-12-1201-406125	\$ 115.90
[VENDOR] 9000.2203 : WHITAKER CONSTRUCTION	7471425	118-004887		06/19/2018	1	UB CR REFUND-124242	170-00-0000-202000	\$ 1,569.94
- [VENDOR] 24027 : WILLIAM H. SMITH AND ASSOCIATES, INC.	32782	118-004953	17-003194	06/19/2018	1	Reliance Transmission Water Line Crossing Killpecker Creek	150-33-3302-403310	\$ 14,052.50
	32889	118-004954	17-003194	06/19/2018	1	Reliance Transmission Water Line Crossing	150-33-3302-403310	\$ 2,140.00

CITY OF ROCK SPRINGS

June 7, 2018

AFLAC INSURANCE NEW GROUP	Employee Premiums	\$	6,178.44
SUN LIFE ASSURANCE CO	Employee Premiums	\$	1,834.40
EQUITABLE LIFE	Employee Deferred	\$	137.50
ICMA RETIREMENT CORP (wire)	Employee Deferred	\$	3,688.17
GREAT-WEST LIFE & ANNUITY	Employee Deferred	\$	8,087.50
GREAT-WEST LIFE & ANNUITY	Post Tax	\$	240.00
MISC REIMBURSEMENT	Post Tax	\$	1,419.30
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	\$	2,018.80
SWEETWATER COUNTY CIRCUIT COURT (GR)	Employee garnishments	\$	458.67
RS CITY TREASURER	Employee BCBS reimbursement	\$	62,714.91
FLEXSHARE-BLUE CROSS BLUE SHIELD	Employee BCBS Flexshare	\$	7,144.99
496 & 872-NCPERS GROUP LIFE/PRUDENTIAL	Group Life employee deductions	\$	880.00
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	\$	49,289.52
WYOMING WORKERS COMP	Employee benefits	\$	54,124.21
WYOMING WORKERS COMP	Work Restitution Workers	\$	60.62
WYOMING RETIREMENT SYSTEM	Employee benefits	\$	121,038.50
WYOMING RETIREMENT SYSTEM	Law Enforcement	\$	48,726.58
SWEETWATER FEDERAL CREDIT UNION	Employee deductions	\$	3,050.00
INTERNAL REVENUE SERVICE	Electronic fund transfer	\$	146,885.17
	Total	\$	527,238.30

City of Rock Springs

Payroll Authorization
for June 7, 2018

Gross Payroll - \$742,212.42



City Council Agenda

New Business

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: Jim Wamsley

Date: 5/23/2018

Department Director Approval: [Signature]

Date: 5/23/2018

Department: Fire Department

Position Requested: Fire Battalion Chief (Fire Inspector)

☒ Replace ☐ Add

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

David Rhoades, last day June 1, 2018; last employee as Fire Battalion Chief (Fire Inspector) was Carl Blanksvard. Replace per IAFF 1499 CBA

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) 07:00-17:00

Position Qualifications

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

Brief Description of Duties: See attached Job Description

Position Begin Date: 6/1/2018

Budget Approval: [Signature]

Non-Budget Approval: [Signature]

Approved: [Signature]
Mayor

Not Approved: _____

Mayor

If approved, will be budgeted for in the fiscal year 2019 budget

Advertising Request

☒ Post In-House Only

☐ Rocket Miner

☐ Green River Star

☐ Regional/National Paper _____

☐ State Association _____

☐ National Association _____

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: Jim Wamsley

Date: 6/7/2018

Department Director Approval: [Signature]

Date: 6/7/2018

Department: Fire

Position Requested: Fire Captain

☒ Replace ☐ Add

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

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: Job Description Attached

- contingent upon approval of Fire Inspector/Battalion Chief Approval

Position Begin Date: 6/30/2018

Budget Approval: [Signature]

Non-Budget Approval: _____

Approved: [Signature]
Mayor

Director of Administrative Services
Not Approved: _____
Mayor

Advertising Request

☒ Post In-House Only

☐ Rocket Miner

☐ Green River Star

☐ Regional/National Paper

☐ State Association

☐ National Association

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: Jim Wamsley

Date: 6/7/2018

Department Director Approval: [Signature]

Date: 6/7/2018

Department: Fire

Position Requested: Firefighter - Entry Level

☒ Replace ☐ Add

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

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: Job Description Attached

- contingent upon approval of Fire Inspector/Battalion Chief Approval

Position Begin Date: 7/15/2018

Budget Approval: [Signature]

Non-Budget Approval: _____

Approved: [Signature]
Mayor

Not Approved: _____
Director of Administrative Services
Mayor

Advertising Request

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



Rock Springs Parks & Recreation Department

3900 Sweetwater Drive, Rock Springs, WY 82901

(307) 352-1440 • FAX (307) 352-1444

June 11, 2018

P&R-#18-021

M E M O

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

From: David M. "Dave" Lansang – Director – Parks and Recreation Department

Re: Request National High School Finals Rodeo – Indoor Facility Usage

With the 2018 National High School Finals Rodeo just around the corner, I am respectfully requesting your support to provide each rodeo contestant free access to the Family Recreation Center and the Civic Center while in Rock Springs.

The dates we are requesting for the contestants to gain free entry into both Centers are from July 12-21, 2018.

This will be a wonderful opportunity to showcase our fine facilities to the people from all around the nation, and hopefully the contestants will bring their families and friends along with them.

Only the contestants would be allowed free access to the centers.

Thank you for your consideration of this request.

To Chief for
Review 6/4/18



APPLICATION FOR 24 HR MALT BEVERAGE
OR LIQUOR CATERING PERMIT

7/13 5pm-10pm
Permit Time: 7/14 10am-10pm

Name of Event: International Day, Inc.
Permit Date(s): 7/13/18 to 7/14/18 Times of Event: 10:00am to 10:00pm
No. of Days Permitted: 2 Fee per day: \$75.00 Total Fee: \$150.00
Applicant: International Day, Inc. D/B/A: _____
Contact Person: David Tate Phone: (307) 389-5014
Company Location: _____ City: _____ State: _____ Zip: _____
Mailing Address: 1020 Lee St. City: Rock Springs State: WY Zip: 82901
Business Phone: () - N/A Email address: clmtate2@msn.com
Location of Event/Sales: Bunning Park

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
David Tate	10/5/67	1020 Lee St. Rock Springs, WY	362-59129	16	N/A	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Norma Kourchlas	3/16/65	3517 Clyman Rock Springs, WY	389-9303	16	N/A	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Lynne Demshar	11/28/51	1552 Walnut Rock Springs, WY	382-2594	16	N/A	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Cindy Bailey	9/10/50	1325 Sand Point Rock Springs, WY	362-9436	16	N/A	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Maurice Hitt	3/19/41	5221 Davenport Rock Springs, WY	350-6069	16	N/A	No <input checked="" 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 International Day (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 1st day of June, 2018.

David M. Vato
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

6/6/18
Date

Comments: Security Detail in place, I.D. Scanners Available
for use from the RSPD.

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

Security Required? ☒ Yes

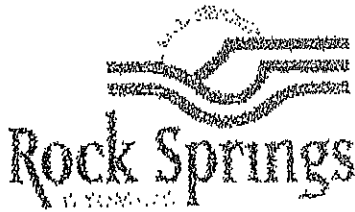
☐ No

City Police

Liquor Liability Insurance Required? ☒ Yes

☐ No

To Chief for
Renew 6/8/18



APPLICATION FOR 24 HR MALT BEVERAGE
OR LIQUOR CATERING PERMIT

Rock Springs

Permit Time: 4pm - midnight

Name of Event: PHARR/LAYSON RECEPTION

Permit Date(s): 07/14/18 to 07/14/18 Times of Event: 4pm to MIDNIGHT

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

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

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

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

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

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

Location of Event/Sales: BUNNING FREIGHT STATION

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

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

A nonprofit corporation organized under the laws of this state;

YES ☐ NO ☒

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

YES ☐ NO ☒

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

YES ☒ NO ☐

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

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

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

For Corp, LLC, LLP Applicants Legal Name	Date of Birth	DO NOT LIST PO BOXES Residence Address St, City, State, Zip	Residence Phone Number	No. of yrs. in Corp. or LLC	% of Stock Held	Have you been convicted of a Felony Violation - YES or NO	Have you been convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages? YES or NO
SHANEM PATTERSON	12/17/71	604 GORBEL ST RS WY 82901	(307) 389-6722	9 YRS	49%	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
CORLI GARNER	9/11/73	3614 BRICKYARD RS WY 82901	389-6167	9 YRS	49%	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
MILKY PATTERSON	10/21/51	1753 WALNUT ST RS WY 82901	389-6371	9 YRS	1%	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
GORDON PATTERSON	8/29/57	1753 WALNUT ST RS WY 82901	389-1543	9 YRS	1%	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

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

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

VERIFICATION OF APPLICATION

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

Dated this 7TH day of JUNE 2018

[Signature]
Applicant Signature

[Signature]
Applicant Signature

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

Signature of Licensing Authority Official

Date

[Signature]
Law Enforcement Review Signature

6/12/18
Date

Comments: Security Done in Place

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

Security Required? ☐ Yes ☐ No

Liquor Liability Insurance Required? ☐ Yes ☐ No

Date: 6/7/2018

To: Rock Springs City Council

From: Mike Kiggins

Ref: Security for wedding

Honorable Mayor and Council

I, Mike Kiggins, with Kiggins Safety & Security will be providing security for the pharr wedding at the Bunning hall on July 14th 2018.

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

Thank you

Michael Kiggins



TO: Mayor Carl Demshar
And Rock Springs City Council Members

FROM: Peggy Little
Red Desert Roundup Parade Chairman

RE: 2018 Red Desert Roundup Parade

The Red Desert Roundup Parade will be held on Saturday, July 28, 2018. The parade will begin promptly at 10:00 a.m. The staging area for the parade will begin at B and Broadway and then C and Broadway if necessary. We line both sides of the streets to get started. The Parade Route will begin at B and Broadway; heading east on Broadway; under the underpass, continuing on M Street; left on Pilot Butte to K Street; K Street to North Front to Elk; left on Grant to the A Street Overpass. We would like to ask permission to close the downtown area streets on the morning of July 28, beginning at 6:00 am, until approximately noon to make room for this event. On behalf of the Board of Directors of the Red Desert Roundup Rodeo, we would like to extend an invitation for you and the Rock Springs City Council members to participate in the parade. For more information on the parade, I have attached the parade information sheet along with the entry form. The entry fee for the parade is waived for the City of Rock Springs.

The following is a list of where barricades will be needed and what streets we are asking permission to close to carry on a parade such as the Red Desert Roundup Parade.

- Barricade at Grant and Elk closing Grant
- Barricade at A Street and Broadway closing Broadway going east
- Barricade at A Street and 3rd closing 3rd Street
- Barricade at A Street and 2nd closing 2nd Street
- Barricade at A Street and Blair closing Blair going east off A Street
- Barricade at A Street and Cedar closing C Street going east.
- Barricade at C Street and Cedar closing C Street going north
- Barricade at Cedar and C Street closing Cedar to the east
- Barricade at the corner of B Street and 2nd closing 2nd to the east
- Barricade at Broadway and D Street closing D Street to the south
- Barricade at Broadway and E Street closing E Street to the south.
- Barricade at Broadway and F Street closing F Street north and south
- Barricade at M Street and North Front closing North Front east and west
- Barricade at M Street and Euclid closing Euclid
- Barricade at M Street and Pilot Butte closing Pilot Butte to the east and closing M Street to the north
- Barricade at Pilot Butte and Bridger Avenue closing Bridger
- Barricade at Pilot Butte and Elias closing Elias
- Barricade at Pilot Butte and K Street closing K Street to the north
- Barricade at North Front and K Street closing North Front to the east
- Barricade at Elk and 5th closing 5th Street
- Barricade at K and 5th closing 5th Street

If you have any questions or need further information, please contact me at 382-5735 or 371-5186. Again, thanks for all your help in making the rodeo, parade, and golf tournament a success.

Sincerely,

Peggy Little
Peggy Little



City Council Agenda

Resolutions

HOUSING RESOLUTION NO. 2018- 93

A RESOLUTION AUTHORIZING CARL R. DEMSHAR, JR., ACTING IN HIS CAPACITY AS CHAIRMAN OF THE BOARD FOR THE ROCK SPRINGS HOUSING AUTHORITY TO ACCEPT A CAPITAL FUND PROGRAM AMENDMENT FOR THE FISCAL YEAR 2019 FOR THE PURPOSE OF RECEIVING \$270,825.00.00 AND AUTHORIZING THE SUPERVISOR OF HOUSING AND COMMUNITY RESOURCES TO EXECUTE THE CAPITAL FUND PROGRAM AMENDMENT.

WHEREAS, the Public Housing Reform Act amended Section 9 of the United States Housing Act of 1937 to provide for a Capital Fund Program (CFP). The new CFP was effective beginning in Federal Fiscal Year 2013, and supersedes the former Comprehensive Improvement Assistance Program (CIAP); and,

WHEREAS, the execution of this Capital Fund Program Amendment will create Capital Fund Grant Number WY01P003501-18 which provides for a funding level of \$270,825.00 for the Rock Springs Housing Authority's Public Housing Program.

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

Section 1. That the Mayor, acting in his capacity as Chairman of the Housing Board and the City Council, acting in its capacity as the Housing Board is hereby authorized, empowered and directed to accept Capital Fund Program funds in the amount of \$270,825.00 and to authorize the Supervisor of Housing and Community Recourses to execute the Capital Fund Program Amendment.

PASSED AND APPROVED this 19th day of June 2018.

President of the Council/Board

Mayor/Chairman of the Board

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 L. McBurnett, Director of Administrative Services of the City of Rock Springs, Wyoming, do hereby certify that on the 19th 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 19th day of June, 2018 at _____ on said day.

City Clerk

Request for Release of Funds and Certification

U.S. Department of Housing
and Urban Development
Office of Community Planning
and Development

OMB No. 2506-0087
(exp. 3/31/2011)

This form is to be used by Responsible Entities and Recipients (as defined in 24 CFR 58.2) when requesting the release of funds, and requesting the authority to use such funds, for HUD programs identified by statutes that provide for the assumption of the environmental review responsibility by units of general local government and States. Public reporting burden for this collection of information is estimated to average 36 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Part 1. Program Description and Request for Release of Funds (to be completed by Responsible Entity)

1. Program Title(s) Capital Fund Program 2018	2. HUD/State Identification Number WY01P003501-18	3. Recipient Identification Number (optional) WY003
4. OMB Catalog Number(s)	5. Name and address of responsible entity Rock Springs Housing Authority 233 C Street Rock Springs, WY 82901	
6. For information about this request, contact (name & phone number) April Thompson 307-352-1471	7. Name and address of recipient (if different than responsible entity)	
8. HUD or State Agency and office unit to receive request Department of Housing & Urban Development-Office of Public Housing		

The recipient(s) of assistance under the program(s) listed above requests the release of funds and removal of environmental grant conditions governing the use of the assistance for the following

9. Program Activity(ies)/Project Name(s) Rock Springs Housing Authority 2015 Capital Fund Program	10. Location (Street address, city, county, State) 233 C. Street, 530 Gobel, 2125-2185 Century Blvd, 3102 Dewar Dr.#1-30, 1405-1465 Thompson St. Rock Springs, WY Sweetwater County, WY
11. Program Activity/Project Description Operating Costs: Insurance, Software Support, Resident Managers Concrete repair, Gutter Repair, Exterior Door Replacement, Flooring Replacement Roof Replacement, Playground replacement and or upgrades	

Part 2. Environmental Certification (to be completed by responsible entity)

With reference to the above Program Activity(ies)/Project(s), I, the undersigned officer of the responsible entity, certify that:

1. The responsible entity has fully carried out its responsibilities for environmental review, decision-making and action pertaining to the project(s) named above.
2. The responsible entity has assumed responsibility for and complied with and will continue to comply with, the National Environmental Policy Act of 1969, as amended, and the environmental procedures, permit requirements and statutory obligations of the laws cited in 24 CFR 58.5; and also agrees to comply with the authorities in 24 CFR 58.6 and applicable State and local laws.
3. After considering the type and degree of environmental effects identified by the environmental review completed for the proposed project described in Part 1 of this request, I have found that the proposal ☐ did ☒ did not require the preparation and dissemination of an environmental impact statement.
4. The responsible entity has disseminated and/or published in the manner prescribed by 24 CFR 58.43 and 58.55 a notice to the public in accordance with 24 CFR 58.70 and as evidenced by the attached copy (copies) or evidence of posting and mailing procedure.
5. The dates for all statutory and regulatory time periods for review, comment or other action are in compliance with procedures and requirements of 24 CFR Part 58.
6. In accordance with 24 CFR 58.71(b), the responsible entity will advise the recipient (if different from the responsible entity) of any special environmental conditions that must be adhered to in carrying out the project.

As the duly designated certifying official of the responsible entity, I also certify that:

7. I am authorized to and do consent to assume the status of Federal official under the National Environmental Policy Act of 1969 and each provision of law designated in the 24 CFR 58.5 list of NEPA-related authorities insofar as the provisions of these laws apply to the HUD responsibilities for environmental review, decision-making and action that have been assumed by the responsible entity.
8. I am authorized to and do accept, on behalf of the recipient personally, the jurisdiction of the Federal courts for the enforcement of all these responsibilities, in my capacity as certifying officer of the responsible entity.

Signature of Certifying Officer of the Responsible Entity

Title of Certifying Officer

Carl R. Demshar, Jr. Mayor

Date signed

X

Address of Certifying Officer

212 D Street
Rock Springs, WY 82901

Part 3. To be completed when the Recipient is not the Responsible Entity

The recipient requests the release of funds for the programs and activities identified in Part 1 and agrees to abide by the special conditions, procedures and requirements of the environmental review and to advise the responsible entity of any proposed change in the scope of the project or any change in environmental conditions in accordance with 24 CFR 58.71(b).

Signature of Authorized Officer of the Recipient

Title of Authorized Officer

Date signed

X

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Civil Rights Certification
(Qualified PHAs)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0226
Expires 02/29/2016

Civil Rights Certification

Annual Certification and Board Resolution

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official, I approve the submission of the 5-Year PHA Plan for the PHA of which this document is a part, and make the following certification and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the public housing program of the agency and implementation thereof:

The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing by examining their programs or proposed programs, identifying any impediments to fair housing choice within those program, addressing those impediments in a reasonable fashion in view of the resources available and working with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and by maintaining records reflecting these analyses and actions.

Rock Springs Housing Authority
PHA Name

WY003
PHA Number/HA Code

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official Carl R. Demshar Jr.

Title: Mayor

Signature

Date

Capital Fund Program**(CFP) Amendment**

to the Annual Contributions Contract (ACC)

HUD-52840-A

U.S. Department of Housing

and Urban Development

Office of Public and Indian Housing

OMB Approval No. 2577-0075

(exp. 01/31/2021)

The information collection requirements contained in this document have been approved by the Office of Management and Budget (OMB) under the Paperwork Reduction Act of 1995 (44 U.S.C. 3501-3520) and assigned OMB control number 2577-0075. There is no personal information contained in this application. Information on activities and expenditures of grant funds is public information and is generally available for disclosure. Recipients are responsible for ensuring confidentiality when disclosure is not required. In accordance with the Paperwork Reduction Act, HUD may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a currently valid OMB control number.

Whereas, Public Housing Authority (as identified in the attached Addendum) (herein called the "PHA") and the United States of America, Secretary of Housing and Urban Development (herein called "HUD") have entered into Annual Contributions Contract(s) (ACC(s)) (HUD-53012), this CFP Amendment to the ACC(s) and the attached Addendum (collectively the Consolidated Annual Contributions Contract).

Whereas, HUD has agreed to provide CFP assistance, to the PHA in the amount specified in the attached Addendum for the purpose of assisting the PHA in carrying out development, capital and management activities at existing public housing projects in order to ensure that such projects continue to be available to serve low-income families. HUD reserves the right to provide additional CFP assistance in this FY to the PHA. HUD will provide a revised CFP Amendment with Addendum authorizing such additional amounts.

Now Therefore, this CFP Amendment with the attached Addendum amends the ACC(s) as follows:

1. This CFP Amendment with Addendum is a part of the ACC(s).
2. The PHA must carry out all development, capital and management activities in accordance with the United States Housing Act of 1937 (the Act), 24 CFR Part 905 (the Capital Fund Final rule) as well as other applicable HUD requirements, except that the limitation in section 9(g)(1) of the Act is increased such that of the amount of CFP assistance provided for under this CFP amendment only, the PHA may use no more than 25 percent for activities that are eligible under section 9(e) of the Act only if the PHA's HUD-approved Five Year Action Plan provides for such use; however, if the PHA owns or operates less than 250 public housing dwelling units, such PHA may continue to use the full flexibility in section 9(g)(2) of the Act.
3. The PHA has a HUD-approved Capital Fund Five Year Action Plan and has complied with the requirements for reporting on open grants through the Performance and Evaluation Report. The PHA must comply with 24 CFR 905.300 of the Capital Fund Final rule regarding amendment of the Five-Year Action Plan where the PHA proposes a Significant Amendment to the Capital Fund Five Year Action Plan.
4. For cases where HUD has approved a Capital Fund Financing Amendment to the ACC, HUD will deduct the payment for amortization scheduled payments from the grant immediately on the effective date of this CFP Amendment. The payment of CFP funds due per the amortization

scheduled will be made directly to a designated trustee within 3 days of the due date.

5. Unless otherwise provided, the 24-month time period in which the PHA must obligate this CFP assistance pursuant to section 9(j)(1) of the Act and 48-month time period in which the PHA must expend this CFP assistance pursuant to section 9(j)(5) of the Act starts with the effective date of this CFP amendment (the date on which CFP assistance becomes available to the PHA for obligation). Any additional CFP assistance this FY will start with the same effective date.
6. Subject to the provisions of the ACC(s) and paragraph 3, and to assist in development, capital and management activities, HUD agrees to disburse to the PHA or the designated trustee from time to time as needed up to the amount of the funding assistance specified herein.
7. The PHA shall continue to operate each public housing project as low-income housing in compliance with the ACC(s), as amended, the Act and all HUD regulations for a period of twenty years after the last disbursement of CFP assistance for modernization activities for each public housing project or portion thereof and for a period of forty years after the last distribution of CFP assistance for development activities for each public housing project and for a period of ten years following the last payment of assistance from the Operating Fund to each public housing project. However, the ACC shall remain in effect for so long as HUD determines there is any outstanding indebtedness of the PHA to HUD which arose in connection with any public housing project(s) under the ACC(s), and provided further that, no disposition of any project covered by this amendment shall occur unless approved by HUD.

8. The PHA has accepted all CFP assistance provided for this FY. If the PHA does not comply with any of its obligations under this CFP Amendment and does not have its Annual PHA Plan approved within the period specified by HUD, HUD shall impose such penalties or take such remedial action as provided by law. HUD may direct the PHA to terminate all work described in the Capital Fund Annual Statement. In such case, the PHA shall only incur additional costs with HUD approval.

9. Implementation or use of funding assistance provided under this CFP Amendment is subject to any corrective action order(s) in effect.

10. The PHA is required to report in the format and frequency established by HUD on all open Capital Fund grants awarded, including information on the installation of energy conservation measures.

11. If CFP assistance is provided for activities authorized pursuant to agreements between HUD and the PHA under the Rental Assistance Demonstration Program, the PHA shall

follow such applicable statutory authorities and all applicable HUD regulations and requirements. For *total conversion* of public housing projects, the provisions of the ACC shall remain in effect for so long as HUD determines there is any outstanding indebtedness of the PHA to HUD which arose in connection with any public housing projects(s) under the ACC(s), and provided further that, no disposition or conversion of any public housing project covered by these terms and conditions shall occur unless approved by HUD. For *partial conversion*, the PHA shall continue to operate each non-converted public housing project as low-income housing in accordance with paragraph 7.

12. CFP assistance provided as an Emergency grant or a Safety and Security grant shall be subject to a 12-month obligation and 24-month expenditure time period. CFP assistance provided as a Natural Disaster grant shall be subject to a 24-month obligation and 48-month expenditure time period. The start date shall be the date on which such funding becomes available to the PHA for obligation. The PHA must record the Declaration(s) of Trust within 60 days of the effective date or HUD will recapture the funds.

The information collection requirements contained in this document have been approved by the Office of Management and Budget (OMB) under the Paperwork Reduction Act of 1995 (44 U.S.C. 3501-3520) and assigned OMB control number 2577-0075. There is no personal information contained in this application. Information on activities and expenditures of grant funds is public information and is generally available for disclosure. Recipients are responsible for ensuring confidentiality when disclosure is not required. In accordance with the Paperwork Reduction Act, HUD may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a currently valid OMB control number.

1. Definitions

Act - The United States Housing Act of 1937 (42 U.S.C. 1437 et. al), as amended.

Annual Contributions Contract (ACC) - This grant agreement between HUD and the HA which establishes the basic terms and conditions for the HA's public housing program.

Consolidated Annual Contributions Contract (consolidated ACC or CACC) - HUD's annual Grant Funding Exhibits to the ACC, which together with the ACC, constitute the annual grant agreement for the HA's public housing program.

Cooperation Agreement - Agreement(s) prescribed by HUD for execution by the HA and the local governing body relative to the cooperation of the local governing body in the development and operation of the project(s) and the obligation of the HA for payments in lieu of taxes (PILOT).

Fiscal Year - The HA fiscal year.

Grant Funding Exhibit - Exhibits to the ACC, in a form prescribed by HUD, reflecting HUD's commitment to provide grant funding that states the amount and term of Operating Fund and Capital Fund grant funding.

Grant Funding Increment - Each annual commitment of Operating Fund and Capital Fund by HUD to the HA for its public housing program.

Housing Agency (HA) - The entity that meets the statutory definition set forth under the Act, and which is subject to the CACC.

HUD - The U.S. Department of Housing and Urban Development.

Mixed-Finance - Development or modernization of public housing units where the public housing units are owned in whole or in part by an entity other than a PHA (i.e., Owner-Entity).

Operating Costs (Operating Expenditures or Operating Expenses) - Costs incurred by the HA for the necessary administration, operation and maintenance of a public housing Project; and which may be charged against operating receipts in accordance with the CACC and HUD requirements. Except as allowed by HUD, such costs do not include: any costs, expenses, expenditures, or charges incurred as part of the development or modernization of a public housing Project; or payment of principal or interest of bonds or notes related to the development or modernization of public housing.

Operating Receipts - All rents, revenues, income, and receipts accruing from, out of, generated by, or in connection with the ownership or operation of public housing, including grant funds received pursuant to HUD Requirements and is not limited to income from fees for services performed, the use or rental of real or personal property acquired with grant funds, the sale of commodities or items fabricated under the grant, license fees and royalties on patents and copyrights, and principal and interest on loans made with grant funds. Operating Receipts shall not include any funds received for the development or modernization of a Project, annual contributions pledged for payment of bonds or notes, or proceeds from the disposition of real property or rebates, credits, discounts and interest earned on any of them.

Interest on the Operating Receipts (including the investment of Operating Receipts), constitutes Operating Receipts.

Operating Reserve Account - An account allowed by HUD for a PHA from amounts by which the maximum payment of grant funds from the Operating Fund formula to the HA under the CACC (during a HA fiscal year) exceeds Operating Costs. This account may be used as the source of additional payments.

Owner Entity - An entity, including the HA, that owns Mixed-finance public housing units.

Project (Public Housing Project) - Low-income housing, developed, acquired, or assisted by HUD under the Act, other than under section 8 of the Act, and the improvement of such housing, and necessary appurtenances thereto. The term shall include all real and personal property, tangible and intangible, which is acquired or held by a HA in connection with a Project covered under the CACC.

Program (Public Housing program) - The HA's public housing program.

Program Receipts - Program receipts shall mean Operating Receipts and any other funds received by the HA for the development, modernization, sale or transfer of public housing projects. Subject to HUD Requirements, as defined in Paragraph 3, interest on the program receipts (including the investment of program receipts) constitutes program receipts. Program receipts shall only be used to pay for public housing program expenditures, unless otherwise allowed by HUD Requirements.

Public Housing - The term shall include public housing projects, as well as all other real and personal property, tangible and intangible, which is acquired, or held by, the HA in connection with its public housing program covered under a CACC.

Replacement Reserve Account - An account established by the HA, as approved by HUD. This account may be used as a source to fund any of the eligible capital activities outlined in its Capital Fund 5 Year Action Plan as approved by HUD under the Act.

2. Mission of HUD and HA.

a. HUD shall administer its Federal public housing program for the provision of decent, safe, and sanitary housing to eligible families in accordance with the CACC and all applicable HUD Requirements. HUD shall provide maximum responsibility and flexibility to HAs in making administrative decisions within all applicable statutes, executive orders, regulations and this ACC. HUD shall provide annual contributions, in the form of grants, to the HA in accordance with all applicable statutes, executive orders, regulations, and the CACC.

b. The HA shall use Program Receipts to provide decent, safe, and sanitary housing for eligible families in compliance with the Act and all HUD requirements. HA shall at all times develop and operate public housing projects in a manner that promotes serviceability, economy, efficiency, and stability of the projects, and the economic and social well-being of the tenants.

c. Except as otherwise provide by law the HA shall develop, modernize and operate all Projects covered by the CACC, in accordance with HUD Requirements. The HA shall also ensure compliance with such requirements by any other Owner Entity, contractor or subcontractor engaged in the development or operation of a project covered under the CACC.

3. HUD Requirements.

Except as otherwise provided by law, the HA must comply with the following "HUD Requirements", including all such requirements as amended from time to time:

- a. The Act,
- b. Regulations at Title 2 of the Code of Federal Regulations, and regulations issued by HUD at Title 24 of the Code of Federal Regulations;
- c. Other federal statutes (including appropriations acts), executive orders and regulatory requirements and;

d. HUD-issued notices, and HUD-required forms, or agreements.

4. Cooperation Agreement(s).

During the development and operation of the project(s), the HA shall perform and comply with all applicable provisions of a Cooperation Agreement in the form prescribed by HUD, including the making of PILOT provided therein (or such lesser amount as may be prescribed by State law or agreed to by the local governing body); and shall at all times preserve and enforce its rights thereunder, and shall not terminate or amend the Cooperation Agreement(s) without the written approval of HUD.

5. Declaration of Restrictive Covenants.

a. *Record of Obligation* Upon the acquisition, development, or assistance of any real property with funds covered by the CACC, the HA shall execute and file for record against the Project and/or the owner's leasehold interest an instrument (which may be in the form of a declaration of trust, declaration of restrictive covenant, or such other document as approved or prescribed by HUD), confirming and further evidencing, but not limited to, (1) the obligation of the HA not to convey or encumber the Project except as expressly authorized in the CACC, (2) the obligation of the HA to develop, maintain and operate such Project in compliance with the CACC and HUD Requirements.

1. Such instrument and all amendments shall be duly recorded or filed for record to give public notice of their contents and to protect the rights and interests of HUD.

2. The HA shall furnish HUD with appropriate evidence of such recording or filing. From time to time, as additional real property is acquired, assisted, or disposed of (or removed from the public housing program) by the HA in connection with its public housing program, the HA shall promptly amend such instrument to incorporate all such real property and shall record the instrument, as amended. The HA shall furnish

HUD with appropriate evidence of such recording or filing.

b. *Mixed-Financed Projects.* The HA shall require the Owner Entity to execute and file for record against the Project, prior to the recordation of any other encumbrance, a declaration in the form approved by HUD.

1. The declaration shall confirm and evidence the Owner Entity's obligation, during the term of CACC covering the Project units and during such further period when such approval may be required by law as then in effect, to develop, maintain and operate the Project Units in compliance with the HUD Requirements. Such declaration and all amendments shall be duly recorded or filed for record to give public notice of their contents and to protect the rights and interests of HUD.

2. The declaration shall provide further that it may not be modified, amended or released without the prior written approval of HUD. The HA shall furnish HUD with appropriate evidence of such recording or filing.

6. Disposition and Encumbrances.

a. *Covenant Against Disposition and Encumbrances.* The HA shall not demolish or dispose of any project, or portion thereof, other than in accordance with the terms of the CACC and applicable HUD Requirements. With the exception of entering into dwelling leases with eligible families for dwelling units in the Projects covered by the CACC, and normal uses associated with the operation of the Project(s), the HA shall not in any way encumber any project, or portion thereof, without the prior written approval of HUD. In addition, unless approved in advance and in writing by HUD, the HA shall not pledge as collateral for a loan the assets of any Project covered under the CACC.

b. *Mixed-Finance Projects.* No transfer, conveyance, or assignment shall be made without the prior written approval of HUD of: (i) any interest of a managing member, general partner,

or controlling stockholder (any such interest being referred to as a "Controlling Interest") of the Owner Entity; or (ii) a Controlling Interest in any entity which has a Controlling Interest in the Owner Entity; or (iii) prior to the payment in full of all equity contributions described in the approved evidentiary documents, any other interest in the Owner Entity, or in any partner or member thereof.

1. Notwithstanding the foregoing, HUD consent is not required where a business organization that has a limited interest (non-controlling and non-managing) in the Owner Entity transfers a non-controlling and non-managing interest in the business organization provided that the Owner Entity: (i) provides HUD with written notice of such transfer; and (ii) certifies to HUD that the new owner of the limited interest remains obligated to fund its equity contribution in accordance with the terms of the HUD-approved organizational documents of the Owner Entity.

2. HUD will not unreasonably withhold, delay, or condition a request by the Owner Entity for HUD's consent to an internal reorganization of the corporate or partnership structure of the Owner Entity or any of the partners, members or stockholders of the Owner Entity.

3. Notwithstanding the foregoing, the prior approval of HUD and the HA will not be required for the exercise by any investor partner of the Owner Entity ("Investor") of its right pursuant to the Amended and Restated Limited Partnership Agreement of the Owner Entity ("Partnership Agreement") to remove the general partner of the Owner Entity and appoint the Investor or its Affiliate (i.e., any entity which directly or indirectly controls, or is controlled by, or is under common control with, the specified entity) as an interim general partner of the Owner Entity so long as the Investor gives prompt written notice to HUD of such removal and appointment ("Removal Notice"); provided that HUD and the HA consent will be required for the appointment of such interim general partner to extend beyond a ninety (90) day period and for the appointment of any entity (including the Investor of an affiliate thereof) as the permanent replacement general partner. Such 90-day period

will commence on the date of the Removal Notice ("Interim Replacement Period"). With the prior written approval of HUD and the HA, the Interim Replacement Period may be extended for an additional 90 days to allow the substitute general partner of the Owner Entity to find a replacement general partner acceptable to HUD and all other parties, provided that prior to the expiration of such additional 90-day period, the substitute general partner demonstrates that the Investor is continuing to fund (or has already funded) capital as required under the Partnership Agreement and that the Project continues to be operated in a manner consistent with HUD Requirements.

4. The consent of HUD and the HA will not be required for (i) any exercise by the Investor of its right to require the repurchase of its limited partnership interests as against the General Partner, any guarantor, and/or any affiliate thereof ("Repurchaser") pursuant to the Partnership Agreement, provided that the Investor provides prompt written notice to HUD and the HA at the time of its exercise of such right, and further provided that any resale of the limited partnership interests by the Repurchaser will be subject to the approval of HUD and the HA, such approval not to be unreasonably withheld, delayed or conditioned, or (ii) the exercise by the HA (or any approved Affiliate thereof) of its rights to acquire interests or the Property pursuant to the Right of First Refusal and Purchase Option Agreement of approximately even date herewith.

7. Insurance Requirements.

a. Except as otherwise provided by HUD, and in accordance with the CACC and HUD regulations and requirements, the HA shall procure adequate insurance to protect the HA from financial loss resulting from various hazards.

b. *Mandatory Insurance Coverage.* The following types of insurance are required:

1. Commercial Property. Each policy must be written with a blanket limit, on a replacement cost basis, and with an agreed value clause eliminating any coinsurance provision.

2. Commercial General Liability.
3. Workers Compensation and Employers Liability.

4. Owned and Non-Owned Automobile Liability.

5. Theft, Disappearance, and Destruction, only if the amount of cash and checks on hand at any one time exceeds the amount prescribed by HUD.

6. Employee Dishonesty.

7. Boiler and Machinery if steam boilers have been installed.

8. Flood Insurance for property located in a flood plain, as determined in the Federal Government's National Flood Insurance Program.

9. Lead-Based Paint Liability for HAs undergoing lead-based paint testing and abatement.

10. Fidelity Bond Coverage. The HA must carry adequate fidelity bond coverage, as required by HUD, of its officers, agents, or employees handling cash or authorized to sign checks.

c. *Optional Insurance Coverage.* The following insurance coverage are recommended and should be purchased if the HA determines that exposure exists:

1. Boiler and Machinery coverage is recommended if there is extensive central air conditioning, electrical transformers, or similar equipment.

2. Directors and Officers or Public Officials Liability.

3. Law Enforcement Liability: highly recommended where the exposure exists, and the Commercial General Liability insurer has excluded coverage.

d. *Authorized Insurance Companies.* Insurance must be purchased from an insurance company or other entity that is licensed or duly authorized to write insurance in the State where the HA is located.

e. *Certificates of Insurance.* At each renewal, the HA shall promptly have certificates of insurance submitted by the insurers to HUD describing the types of coverage, limits of insurance, policy numbers, and inception and expiration dates.

f. *Waivers and Self-Insurance Funds.* Requests for waivers of this section not to purchase any form of required insurance, or to establish a self-insurance fund in lieu of purchasing insurance, must be submitted in writing to HUD for approval with a justification as to why the request should be approved.

g. *Restoration.* The HA shall, to the extent that insurance proceeds permit, promptly restore, reconstruct, and/or repair any damaged or destroyed property of a Project, in accordance with all HUD Requirements, except with the written approval of HUD to the contrary.

h. *Mixed Finance Projects.* The HA, to the extent that insurance proceeds or condemnation award proceeds ("Proceeds") permit, shall promptly cause the restoration, reconstruction, and/or repair ("Restoration") of any damaged or destroyed property of the Project. The obligation for Restoration, to the extent Proceeds and other funds (if any are made available by the Owner Entity or the HA) permit, is a requirement with which the Owner Entity must comply to the extent Restoration is feasible. Each mortgagee must permit Restoration if feasible (rather than require application of Proceeds to reduction of debt). If Restoration is not feasible, then the following requirements, which shall be incorporated into the Regulatory and Operating Agreement (or other such agreement) between the HA and the Owner Entity (and ground lease, if applicable), and with which all mortgage documents encumbering the Project shall be consistent, shall apply:

1. *Partial loss.* In the event that less than all of the dwelling units in the Project are damaged, destroyed or lost as a result of casualty or condemnation, the following provisions shall apply:

(A) If the Proceeds are less than, or equal to, the sum of the existing outstanding mortgage debt secured by the Project, excluding any such debt held by the HA to secure a loan of Capital Funds, other public housing development funds, or Program Receipts for the Project ("Existing Mortgages"), and such Proceeds are applied to reduction of Existing Mortgages, the number of Project units in the Project shall remain the number required immediately prior to the occurrence of the casualty or condemnation.

(B) If the Proceeds are less than, or equal to, the sum of the Existing Mortgages but, at the election of the holders of the Existing Mortgages, are distributed among the holders thereof and the Authority, by application first to reduction of the Existing Mortgages in an aggregate amount not to exceed the proportion of the Proceeds equal to the ratio of non-Project units to all dwelling units in the Project, and then by payment to the HA of the balance of the Proceeds; then the percentage of units in the Project (and the percentage of bedrooms contained therein) which shall be Project units shall remain the same as required immediately prior to the casualty or condemnation.

(C) If the Proceeds are more than sufficient to pay off the Existing Mortgages, Proceeds in excess of the aggregate amount of the Existing Mortgages shall be applied in the following order of priority:

(i). To reduce any outstanding indebtedness to the HA for a loan of Capital Funds, other public housing development funds, or Program Receipts;

(ii). To reimburse the HA for any Development Grant Funds, Capital Funds or HOPE VI Grant Funds disbursed to the Owner Entity for development of the Development other than by loan;

(iii). To the HA an amount equal to the total "cost of construction" attributable to the Project units, less the sum of (a) and (b) above; and

(iv). To the Owner Entity.

(D) Following application of Proceeds in accordance with this subparagraph the percentage of dwelling units in the Project which shall be Project units (and the percentage of bedrooms contained therein) shall remain the same as required immediately prior to the casualty or condemnation; provided, however, that to the extent that the payment to the HA pursuant to clauses (A), (B), and (C) shall be less than the "cost of construction" attributable to the Project units, the number of remaining units in the Development which shall be Project units shall be increased by a number of units (rounded down) equal to (1) the amount by which such payments to the HA shall be less than the cost of construction, divided by (2) the quotient of (x) cost of construction, divided by (y) the number of Project units immediately prior to the occurrence of the casualty or condemnation.

2. *Total loss.* In the event that all of the units in the Project are damaged, destroyed or lost as a result of casualty or condemnation, the following provisions shall apply:

(A) The Proceeds shall be used to reduce the amount of the outstanding indebtedness of any mortgage(s) secured by the Project, including any mortgage(s) held by the HA, based on the priority recorded order of such mortgage(s);

(B) If the Proceeds are more than sufficient to pay off the amount of the outstanding indebtedness of all mortgage(s) secured by the Project, including any mortgage(s) held by the HA, then the amount of the Proceeds in excess of such indebtedness shall be applied in the following order of priority:

(i). To reduce any outstanding indebtedness to the HA for an unsecured loan of Capital Funds, or other HUD Development Funds or Program Receipts;

(ii). To reimburse the HA for any Capital Funds, other public housing funds or Program Receipts disbursed to the Owner Entity for development of the Project other than by loan;

(iii). To the HA an amount equal to the total "cost of construction" attributable to the Project units, less the sum of (a) and (b) above, and

(iv). To the Owner Entity;

For the purposes of this subsection, the term "cost of construction" shall mean the total cost of developing the Project, less land acquisition costs, if any, and non-capitalized soft costs.

8. Employer Requirements.

The HA shall comply with all State and Federal laws applicable to employee benefit plans and other conditions of employment. No Program Receipts may be used to pay any compensation for the services of members of the HA Board of Commissioners. None of the funds made available by the Act, for purposes authorized under section 8 and section 9 of the Act may be used by the HA for any amount of salary, including bonuses, for the chief executive officer of which, or any other official or employee of which, that exceeds the annual rate of basic pay payable for a position at level IV of the Executive Schedule.

9. Accounts, Records, and Government Access.

a. The HA shall maintain complete and accurate books of account for the Projects of the HA in such a manner as to permit the preparation of statements and reports in accordance with HUD Requirements, and to permit timely and effective audit.

b. The HA shall furnish HUD such financial and program data, reports, records, statements, and documents at such times, in such form, and accompanied by such supporting data as required by HUD. The HA is required to submit or access HUD's system of records (SORN). HUD's SORN is subject to the Privacy Act, the Freedom of Information Act, and other such applicable law. The HA must not release, without prior HUD approval, any and all information contained in such records.

c. The United States Government, including HUD and the Comptroller General, and its duly authorized representatives, shall have full and free access to all HA offices and facilities, and to all books, documents, and records of the HA relevant to the administration of the projects under this CACC, including the right to audit and make copies.

d. The HA shall engage and pay an independent public accountant to conduct audits that are required by HUD and HUD Requirements. The cost of audits required by HUD may be charged against program receipts.

e. The foregoing (a)-(d) shall apply to any records and/or any facilities operated or maintained by an agent or independent contractor for the HA that assists in fulfilling any obligation under this CACC. Any such agent or independent contractor that denies HUD or its duly authorized representatives from reviewing records, or denies HUD or its duly authorized representative entry to an office or facility, or prevents access to any office or facility, will be considered a denial made by the PHA.

10. Grant Funding

a. HUD shall make annual contributions in the form of grant funding in the amounts provided for the Public Housing Program as stated in the grant funding exhibits.

b. Grant funding is subject to each year's annual appropriations act and the requirements will be set forth in the grant funding exhibits. Appropriations may be reduced by HUD as directed by the Congress in an appropriations act. Grant funding may be reduced by an offset of a HA's funding, pursuant to a formula prescribed by Congress in an appropriations act. Grant funding may also be reduced or offset pursuant to a formula devised by HUD if Congress has invested HUD with the discretion to devise and implement a funding formula in the appropriations act. Grant funding may also be terminated, recaptured, withheld, suspended, reduced or such other actions taken in accordance with HUD Requirements.

c. Grant funding is calculated by applying applicable regulations in Title 24 of the Code of Federal Regulations unless Congress provides otherwise. HUD will grant funding to the HA in accordance with HUD Requirements, unless modified by an appropriations act. The appropriations act, not the Title 24 of the Code of Federal Regulations, will always take precedence in formulating each year's grant funding. Each year's grant funding exhibits will set forth the requirements. Any change in funding or requirements to a grant funding exhibit will be provided in a written notice to the HA.

d. The HUD notice of a revised funding exhibit(s) constitutes an amendment of the CACC.

11. Term

The grant funding exhibits state the first date and last dates of the terms for each funding increment.

12. Depository

a. The HA shall deposit and invest program receipts and investment securities received by or held for the account of the HA in connection with the development, operation and improvement of the projects under a CACC with HUD in accordance with the terms of the General Depository Agreement(s) and all investment requirements provided in HUD and Treasury Notices and Regulations. The General Depository Agreement shall be in the form prescribed by HUD and must be executed by the HA and the depository. Immediately upon the execution of any General Depository Agreement, the HA shall furnish to HUD such executed or conformed copies thereof as HUD may require. A General Depository Agreement shall not be terminated except after 30 days notice to HUD.

b. The HA shall maintain records that identify the source and application of funds in such a manner as to allow HUD to determine that all funds are and have been expended in accordance with HUD Requirements. The HA may only use Program Receipts for: (1) the payment of the costs of development and operation of the Projects under

the CACC with HUD; (2) the purchase of investment securities as approved by HUD; and (3) such other purposes as may be specifically approved by HUD. Except as approved by HUD, and consistent with HUD Requirements, grant funds are not fungible.

13. Termination of a Project. If any Project covered by this ACC is terminated, all related Program Receipts shall, in accordance with the terms of this CACC and HUD Requirements, become part of another Project administered by the HA. If no public housing Project(s) exists, the remaining personal and real property, and program receipts, shall be distributed (including the possible remittance to HUD) as directed by HUD, consistent with HUD Requirements.

14. Notices, Defaults, Remedies.

a. Any notice required or permitted to be given under this ACC or CACC shall be in writing, signed by a duly authorized official, and addressed, if to the HA, to the principal office of the HA, and if to HUD, to the HUD office with jurisdiction over the HA, unless otherwise directed by regulation or other HUD Requirements.

b. Upon the occurrence of a substantial default by the HA, as determined by HUD, HUD shall be entitled to any or all of the remedies set forth below. A substantial default is a serious and material violation of any one or more of the covenants contained in the CACC. Events of substantial default shall include, but shall not be limited to, any of the following occurrences: (1) failure to maintain and operate the Project(s) under this ACC in a decent, safe, and sanitary manner; (2) the disposition or encumbrance of any Project or portion thereof without HUD approval; (3) failure of the HA to comply with any civil rights requirements applicable to the HA and the Project(s); (4) abandonment of any Project by the HA, or if the powers of the HA to operate the public housing program in accordance with the provisions of this ACC are curtailed or limited to an extent that will prevent the accomplishment of the objectives of this ACC; (5) failure to carry out modernization or development in a timely, efficient and effective

manner; and (6) termination of tax exemption (either real or personal property) on behalf of a Project covered under the CACC.

c. Delivery of a notice of substantial default shall be required before the exercise of any remedy permitted under this ACC. Such notice shall: (1) identify the specific covenants, statutes, executive orders, or regulations alleged to have been violated; (2) identify the specific events, actions, failure to act, or conditions that constitute the alleged substantial default; and (3) provide a specific timeframe for the HA to cure the substantial default, taking into consideration the nature of the default.

d. Except in cases involving clear and apparent fraud, serious criminal behavior, or emergency conditions that pose an imminent threat to life, health, or safety, the HA shall have the right to appeal any such notice received from the HUD office with jurisdiction over the HA. Such informal appeals shall be in writing and shall be submitted within ten (10) working days from the date of the HA's receipt of such notice. Appeals of the action of a HUD Office shall be made to the Assistant Secretary for Public and Indian Housing, or such other official as shall be a successor thereto.

e. Upon the occurrence of a substantial default, or the expiration of any applicable cure period provided by HUD, the HA shall: (1) convey to HUD title to the Project(s) as demanded by HUD if, in the determination of HUD (which determination shall be final and conclusive), such conveyance of title is necessary to achieve the purposes of the Act; or (2) deliver possession and control of the Project(s) to HUD.

f. Nothing contained in this ACC shall prohibit or limit HUD from the exercise of any other right or remedy existing under applicable law, or available at equity. HUD's exercise or non-exercise of any right or remedy under this ACC or CACC shall not be construed as a waiver of HUD's right to exercise that or any other right or remedy at any time.

g. If HUD shall acquire title to, or possession of the Project(s), HUD shall re-convey or redeliver possession of the project(s) to the HA, or to any successor recognized by HUD: (1) upon a determination by HUD that the substantial default has been cured and that the Project(s) will thereafter be operated in accordance with the terms of the CACC; or (2) after the termination of HUD's obligation to make payments, unless there are any obligations or covenants of the HA to HUD that are then in default.

h. HUD may at any time by notice to the HA declare this ACC or the CACC terminated with respect to any project if:

1. The HA has made any fraudulent or willful misrepresentation of any material fact in any document or data submitted to HUD as a basis for the CACC or as an inducement to HUD to enter into the CACC; or

2. a substantial default exists in connection with any of the Projects.

i. *Mixed Finance Projects.* In addition to the above the following shall apply to Mixed-Finance Projects.

1. Each of the following shall also constitute an event of substantial default under the CACC:

(A) The drawdown of Capital Funds, Development Grant Funds, or other public housing funds, as applicable, under a Mixed Finance proposal in amounts greater than authorized, or in amounts greater than allowed by HUD Requirements;

(B) Breach of any approved performance schedule; or

(C) Serious and material breach of any terms, covenants, agreements, provisions, or warranties of:

(i). the HA which, in the opinion of HUD, adversely affects the performance obligations of the HA, the Owner Entity, or other participating parties, Amendment; and

(ii). the Owner Entity, partner, or other participating party, made in any agreement submitted to HUD as part of the evidentiary materials which, in the opinion of HUD, adversely affects the performance obligations of the HA, the Owner Entity, partner, or other participating parties.

2. HUD shall permit an Owner Entity, partner, or lender to participate, and may in its discretion, permit any other participating party to participate, in any appeal from a notice of substantial default delivered by HUD to the HA pursuant to this ACC with respect to a Project.

3. During the term of any agreement between the HA and Owner Entity, and so long as the Owner Entity shall not be in default of its obligations thereunder, HUD agrees that in the event of the substantial default by the HA under the CACC, HUD shall exercise any remedies or sanctions authorized under the CACC, including taking possession of the HA's interest in the Mixed Finance Project, in such manner as not to disturb the Owner Entity's rights under any such agreements.

4. Any rights of the mortgagee under a Note and First Mortgage (if any), including the right to exercise all remedies specified therein, shall not be subordinate to any other obligations imposed upon the Project, except as such obligations (1) shall be reflected in the Declaration of Restrictive Covenants, as required by the CACC, or a memorandum of lease (if applicable), and/or any other recorded instrument which shall have been recorded prior to the lien of the First Mortgage, or (2) shall be the subject of a subordination agreement with such mortgagee.

15. HUD in Possession of Project(s).

a. During any Period in which HUD holds title to or possession of the projects after a substantial default by the HA, HUD shall develop and/or operate such project(s) as nearly as practicable in accordance with the provisions of the CACC.

b. During any such period, HUD may, in the name and on behalf of the HA, or in its own name and on its own behalf (as HUD shall solely determine), exercise any and all rights of the HA under the CACC, and perform any and all obligations of the HA under the CACC. Nothing herein shall be deemed to make the action(s) or omission(s) of the HA attributable to HUD.

16. Conflict of Interest.

a. HAs shall maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts for which program receipts will be or are expended. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The HA's procedures must avoid acquisition of unnecessary or duplicative items. The HA must disclose in writing any potential conflict of interest to HUD.

b. The HA, its contractors and subcontractors shall not enter into any contract, subcontract, or arrangement in connection with a project under the CACC in which any of the following classes of people has an interest, direct

or indirect, during his or her tenure or for one year thereafter:

1. Any present or former member or officer of the governing body of the HA, or any member of the officer's immediate family. There shall be excepted from this prohibition any present or former tenant commissioner who does not serve on the governing body of a resident corporation, and who otherwise does not occupy a policymaking position with the resident corporation, the HA or a business entity.

2. Any employee of the HA who formulates policy or who influences decisions with respect to the Project(s), or any member of the employee's immediate family, or the employee's partner.

3. Any public official, member of the local governing body, or State or local legislator, or any member of such individuals' immediate family, who exercises functions or responsibilities with respect to the project(s) or the HA.

4. Any member of these classes of persons must disclose the member's interest or prospective interest to the HA.

5. The requirements of this subsection may be waived by HUD for good cause, if the prohibited contract, subcontract or arrangement is otherwise permitted under State and local law. No person for whom a waiver is requested may exercise responsibilities or functions with respect to the contract, subcontract or arrangement to which the waiver pertains.

6. The provisions of this subsection (b) shall not apply to the General Depository Agreement entered into with an institution regulated by a Federal agency, or to utility service for which the rates are fixed or controlled by a State or local agency.

- c. The HA shall not hire an employee in connection with a project under this ACC if the prospective employee is an immediate family member of any person belonging to one of the following classes:

1. Any present or former member or officer of the governing body of the HA. There shall be excepted from this prohibition any former tenant commissioner who does not serve on the governing body of a resident corporation, and who does not occupy a policymaking position with the HA.

2. Any employee of the HA who formulates policy or who influences decisions with respect to the project(s).

3. Any public official, member of the local governing body, or State or local legislator, who exercises functions or responsibilities with respect to the project(s) or the HA.

- d. The prohibition referred to in subsection (c) shall remain in effect throughout the class member's tenure and for one year thereafter.

- e. A class member shall disclose to the HA the member's familial relationship to the prospective employee.

- f. For purposes of this section, the term "immediate family member" means: the spouse, mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, or sister-in-law, or child of a covered class member (whether related as a full blood relative, or as a "half" or "step" relative, e.g., a half-brother or stepchild).

- g. In addition to any other applicable conflict of interest requirements, including those provided herein, HAs must also maintain written standards of conduct covering conflicts of interest and governing the performance of its Board Member, executives, and employees engaged in the administration and operation of Projects covered by the CACC.

1. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from residents residing in Projects or participating in programs covered by the CACC. However, HAs may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

2. If the HA has a parent, affiliate, or subsidiary organization that is not a state or local government, the HA must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the HA is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization; or in administering or operating a project involving a related organization.

h. Consistent with this section and HUD Requirements, the HA shall ensure that tenants served directly by the HA serve on the governing body of the HA.

17. Civil Rights Requirements.

a. The HA shall comply with all statutory, regulatory, and executive order requirements pertaining to civil rights, equal opportunity, and nondiscrimination, as those requirements now exist, or as they may be enacted, promulgated, or amended from time to time. These requirements include, but shall not be limited to, compliance with at least the following authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d; 24 CFR part 1); the Fair Housing Act (42 U.S.C. 3601-3619; 24 CFR part 100); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794; 24 CFR part 8); (the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107; 24 CFR part 146); the Americans with Disabilities Act (Pub. L. 101-336, approved July 26, 1990; 28 CFR part 35); Executive

Order 11063 on Equal Opportunity in Housing (24 CFR part 107); Executive Order 11246 on Equal Employment Opportunity, as amended by Executive Order 11375 (41 CFR part 60); and Executive Order 12892 on Affirmatively Furthering Fair Housing.

b. In connection with the development or operation of any Project, the HA shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, age, or national origin. The HA shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, disability, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The HA shall insert the foregoing provision (modified only to show the particular contractual relationship) in all its contracts in connection with the development or operation of any Project, except contracts for standard commercial supplies or raw materials and contracts referred to in subsection (C) of this section, and shall require all contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. The HA shall post at the Projects, in conspicuous places available to employees and applicants for employment, notices to be provided by HUD setting forth the provisions of this nondiscriminatory clause.

c. The HA shall incorporate the language required by Executive Order 11246, codified at 41 CFR §60-1.4(b) (or any successor provision), into any contract for construction work, or any modification thereof, which is paid for in whole or in part with funds obtained under this ACC. In addition, the HA agrees that it will be bound by the equal employment opportunity provisions set forth at 41 CFR §60-1.4(b) (or any successor provision) with respect to its own employment practices when it uses its own staff (force account) to carry out Federally assisted construction work.

18. Members or Delegates to Congress.

No member of or delegate to the Congress of the United States of America or resident commissioner shall be admitted to any share or part of this ACC or to any benefits which may arise from it. (As used in this section, the term "resident commissioner" refers to an individual appointed to oversee a territory or possession of the United States of America, e.g., Guam.)

19. Rights of Third Parties.

Nothing in this ACC shall be construed as creating any right of any third party to enforce any provision of the ACC, the CACC, or to assert any claim against HUD or the HA.

20. Waiver or Amendment.

Any right or remedy that HUD may have under this ACC may be waived in writing by HUD without the execution of a new or supplemental agreement, or by mutual agreement of the parties to this ACC. This agreement may be amended in writing: Provided, that none of the provisions of this ACC may be modified or amended so as to impair HUD's obligation to pay any annual contributions that have been pledged as security for any obligations of the HA.

RESOLUTION NO. 2018-94

A RESOLUTION ACCEPTING AND APPROVING A FY 2019 AIR SERVICE ENHANCEMENT PROGRAM COOPERATIVE AGREEMENT AMONG SWEETWATER COUNTY, WYOMING, THE CITY OF GREEN RIVER, WYOMING, AND THE CITY OF ROCK SPRINGS, WYOMING, AND AUTHORIZING AND DIRECTING CARL R. DEMSHAR, JR., AS MAYOR, AND MATTHEW L. MCBURNETT, AS CITY CLERK, TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY OF ROCK SPRINGS, WYOMING.

WHEREAS, the Governing Body of the City of Rock Springs understands and agrees that reliable and enhanced commercial air service at the Rock Springs – Sweetwater County Airport as provided by Wyoming Statute §10-3-601 et seq., provides a benefit and advantage to the County, co-sponsors, the traveling public, and the citizens of Rock Springs, Green River, and Sweetwater County, Wyoming; and,

WHEREAS, the Governing Body of the City of Rock Springs understands that each participant bears responsibility for providing the funding necessary to perpetuate the program; and

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

Section 1. That the FY 2019 Air Service Enhancement Program Cooperative Agreement among Sweetwater County, Wyoming, Green River, Wyoming, and Rock Springs Wyoming, attached hereto and by this reference made a part hereof, is hereby accepted and approved by the City of Rock Springs, Wyoming.

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

PASSED AND APPROVED this _____ day of _____, 2018.

President of the Council

Mayor

Attest:

City Clerk

FY 2019 AIR SERVICE ENHANCEMENT PROGRAM COOPERATIVE AGREEMENT

- 1. Parties.** The parties to this Agreement are SWEETWATER COUNTY, hereinafter referred to as "County," whose address is 80 West Flaming Gorge Way, Suite 109, Green River, WY 82935; the CITY OF GREEN RIVER, a Wyoming Municipal Corporation whose address is 50 East 2nd Street, Green River, WY 82935; and the CITY OF ROCK SPRINGS, a Wyoming Municipal Corporation whose address is 212 D Street, Rock Springs, WY 82901, collectively referred to as "Co-Sponsors."
- 2. Purpose.** The County and Co-Sponsors desire to participate in the Air Service Enhancement Program to provide adequate and comprehensive air service as defined by Wyo. Stat. Ann. §10-3-601 et seq. through SkyWest Airlines, hereinafter referred to as "Airline," from Rock Springs, Wyoming (RKS) to Denver, Colorado (DEN).

The Parties hereto understand and agree that each of them bears responsibility for providing the funding necessary to perpetuate the program.

The level of scheduled air service, defined as flights scheduled and performed for remuneration in accordance with a published timetable or so regular or frequent as to constitute a recognizably systematic series which are open to booking members of the public, shall be thirteen (13) round trips per week scheduled to optimize bank times to United Airlines at DEN, hereinafter referred to as the "Service." The Airline will provide service with Canadair Regional Jet (CRJ200) aircraft with 50 seats.

- 3. Term of Agreement.** The Service between RKS to DEN shall take place from July 1, 2018 through June 30, 2019, hereinafter referred to as the "Service Period." The County will assure, by Agreement with the Airline, a monthly revenue profit margin requirement of ten percent (10%), hereinafter referred to as "Subsidy," for Service between RKS and DEN during the Service Period. Said Agreement between County and Airline is attached hereto as "EXHIBIT A," and is specifically incorporated herein by reference.

The Subsidy shall be calculated as the sum of fuel costs and non-fuel costs subtracted from the total revenue for the calendar month. It will be invoiced quarterly at an annualized maximum amount of \$1,193,817 for the Service Period.

- 4. Responsibilities of County and Co-Sponsors.** By Agreement between the County and the Wyoming Department of Transportation, hereinafter referred to as "WYDOT," WYDOT agrees to pay sixty percent (60%) of the Subsidy. Said Agreement between County and WYDOT is attached hereto as "EXHIBIT B," and is specifically incorporated herein by reference.

The County and Co-Sponsors agree to pay the remaining forty percent (40%) of the Subsidy as follows:

- A. County shall be responsible for forty-five percent (45%) of the total quarterly invoice. The maximum exposure for the County for Service Period shall be no more than two hundred fourteen thousand eight hundred eighty-seven dollars and six cents (\$214,887.06).
- B. The City of Green River shall pay twenty-two percent (22%) of the total quarterly invoice. The maximum exposure for the City of Green River for Service Period shall be no more than one hundred five thousand fifty-five dollars and ninety cents (\$105,055.90).
- C. The City of Rock Springs shall pay thirty-three percent (33%) of the total quarterly invoice. The maximum exposure for the City of Rock Springs for the Service Period shall be no more than one hundred fifty-seven thousand five hundred eighty-three dollars and eighty-four cents (\$157,583.84).

Quarterly invoices will be sent to County and WYDOT by Airline and include a monthly summary of Passenger Revenue, Block Time, Cost Rates, Cost Calculation, and Subsidy. WYDOT will pay the County its portion of the Subsidy. The County will then invoice the Co-Sponsors. Co-Sponsors shall pay full amount due to the County within 30 days of the submission of the invoice.

5. General Provisions.

- A. To the extent required by any state or federal law, the Co-Sponsors shall be bound as though they were a "Party" by the terms of the Agreement between County and SkyWest Airlines, attached hereto as "EXHIBIT A;" and as a "Sponsor" by the terms of the Agreement between County and WYDOT, attached hereto as "EXHIBIT B" as if those provisions were fully set forth herein.
- B. Any Party may request changes to this Agreement. Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon by and between the Parties to this Agreement shall be incorporated by written instrument, executed and signed by all parties to this Agreement.
- C. The County and Co-Sponsors shall provide free access to any pertinent books, documents and papers to each other, the State of Wyoming, or any of their duly authorized representatives for the purpose of inspection, audit and copying. The parties hereto shall keep copies of these records for at least three years after final payment and settlement.
- D. The Parties hereto shall keep informed of and comply with all applicable Federal, State, and Local laws and regulations in the performance of this Agreement.
- E. This Agreement, consisting of four pages and "EXHIBIT A" and "EXHIBIT B," represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
- F. Each Party is responsible for its own acts and omissions and the result thereof to the extent provided by law.
- G. All notices arising out of, or from, the provisions of this Agreement shall be in writing and given to the parties at the address provided under this Agreement, either by regular mail or delivery in

person.

- H. Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of this Agreement shall continue in full force and effect, and either Party may renegotiate the terms affected by the severance.
- I. The Parties hereto do not intend to create in any other individual or entity the status of third Party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.
- J. The terms of this Agreement, and any amendments thereto, shall be binding upon and inure to the Parties hereto, their administrators and successors.
- K. The Parties do not waive governmental immunity. Each Party specifically retains all immunities and defenses available to them as governmental entities pursuant to Wyoming Statute § 1-39-101, et seq., and all other applicable law. The Parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either Party, except that any ambiguity as to immunity shall be construed in favor of immunity.

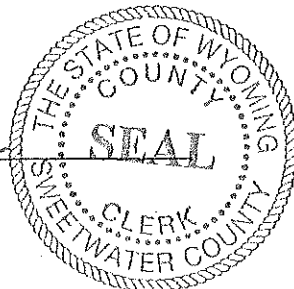
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IN WITNESS HEREOF, the Parties to this Agreement, either personally by and through their duly authorized representatives have executed this Agreement on the date set forth below and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

The effective date of this Agreement is the date last signed and executed by the duly authorized representatives of the parties to this Agreement, below.

ATTEST:

[Signature]
County Clerk



SWEETWATER COUNTY BOARD OF
COUNTY COMMISSIONERS

By: [Signature: Reid O. West]
Reid O. West, Chairman

6-5-18
Date

ATTEST:

City Clerk

CITY OF GREEN RIVER

By: _____
Pete Rust, Mayor

Date

ATTEST:

City Clerk

CITY OF ROCK SPRINGS

By: _____
Carl Demshar, Mayor

Date

[Handwritten initials: JPS]
[Handwritten date: 5-30-18]

EXHIBIT A

SWEETWATER COUNTY-SKYWEST REVENUE AGREEMENT

THIS SWEETWATER COUNTY-SKYWEST REVENUE AGREEMENT ("Agreement") made and entered into as of the ____ day of _____ 2018, by and between SkyWest Airlines, Inc., ("SkyWest Airlines") and the Sweetwater County Board of Commissioners ("County").

WITNESSETH

WHEREAS, SkyWest Airlines is a regional air transportation carrier serving the United States, Mexico, and Canada and will operate this service as United Express, a code-share partner with United Airlines.

WHEREAS, SkyWest Airlines agrees to provide scheduled air service between Rock Springs, Wyoming (RKS), and Denver, CO (DEN) on the terms and conditions set forth herein;

NOW, THEREFORE, for and in consideration of the above recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Scheduled Service. SkyWest Airlines shall provide scheduled service between Rock Springs and Denver, with the schedules in Exhibit A as an example of anticipated service (each flight segment scheduled for a single day is hereinafter referred to as a "Scheduled Flight" and all such flight segments are hereinafter referred to collectively as "Scheduled Flights"). SkyWest Airlines will provide service with Canadair Regional Jet (CRJ200) aircraft with 50 seats.

SkyWest has full discretion in setting the schedule times and frequency of its flights, save that it will schedule no less than 13 roundtrips per week and one roundtrip per day, excluding major holidays. Such decisions will be based upon, but not limited to, aircraft, staff, crew, gate availability, demand, business necessity and weather and seasonal changes. Flights will be scheduled by SkyWest Airlines at reasonable times and will be posted in advance. Flight schedules are subject to change.

All travel covered by this agreement is subject to applicable tariffs and other rules and regulations.

2. Margin Requirement. County hereby guarantees that SkyWest Airlines shall attain a 10% margin for each calendar month and for the term of this Agreement as outlined in Exhibit B, subject to the caps and limitations set forth in Section 7 hereof and further subject to the terms and conditions as set forth in the Grant Agreement between the Wyoming Department of Transportation (WYDOT) and the Sweetwater County Commission in Exhibit B which by this reference are incorporated herein.

3. Revenue Sharing. SkyWest Airlines receives prorated passenger revenues from United Airlines and other validating carriers for tickets sold on Scheduled Flights. For passengers who purchase a ticket that includes a segment beyond RKS-DEN, United and SkyWest and/or SkyWest and all other carriers will prorate the interline revenue. Revenue from Interline Travel will be prorated in accordance with the provisions of the Multilateral Prorate Agreement ("MPA"). For local RKS-DEN origin and destination passengers, "Revenue" shall mean actual revenues received by SkyWest Airlines for tickets purchased by

passengers in each calendar month for the Scheduled Flights and collectively during the term of this Agreement, less taxes and fees. All fares are those prevailing on date of ticket purchase. These revenues shall be aggregated and applied as set forth in Paragraphs 2 and 9.

4. Airline Employee Travel. All of United Airlines' and SkyWest Airlines' employee pass agreements are valid for these flights. No revenues attributable to employee travel shall be included within the definition of Revenues.

5. Fuel Costs. Fuel costs for purposes of subsidy calculation and total costs will be the actual fuel costs, including related fueling costs, taxes and fees associated with operating the scheduled service.

6. Term. The term of this agreement is 1 July, 2018, through 30 June, 2019.

7. Unconditional Termination Right. This Agreement is subject to unilateral termination in the sole discretion of the County or SkyWest Airlines upon 90 days written notice by either party to the other in accordance with the Notice Provision of this agreement.

8. Conditional Termination Rights.

A. If the County fails to pay the amounts due to SkyWest Airlines hereunder within the time agreed, and such failure shall continue for 10 days after a demand for payment from SkyWest Airlines, then SkyWest Airlines shall have the right to terminate this Agreement upon five days written notice to the County.

B. If SkyWest Airlines does not achieve 10% margin for one quarter, then either Party may thereafter cancel this Agreement upon five days written notice to the other party.

C. This Agreement and SkyWest's operations hereunder are being conducted under SkyWest's code-share agreement with United Airlines. If United Airlines objects to such flights or impose any financial penalty or additional financial obligations on SkyWest Airlines as a result of this Agreement, or if United Airlines cancels its code share agreement with SkyWest Airlines or amends it in any way which prohibits or unreasonably restricts, in SkyWest's sole judgment, SkyWest Airlines from flying these flights under its code share agreement with United Airlines, or if United Airlines adds additional financial obligations on SkyWest Airlines as a condition of allowing such flights, then SkyWest Airlines shall have the right to terminate this Agreement upon five days written notice to Agency.

9. Payment of Subsidy. The total invoice due ("subsidy"), shall be calculated as the sum of fuel costs and non-fuel costs subtracted from the total revenue for the calendar month. SkyWest Airlines completes its accounting for each month approximately two to three weeks after the close of the month. Soon after this occurs, a statement will be sent to the County which shall show the final revenues and costs for the preceding calendar month. The statement will show all calculations for the subsidy, including revenue and costs. Total costs are the sum of non-fuel costs and fuel costs. Fuel cost calculations are outlined in section 5 of this agreement. Non-fuel costs shall be calculated by multiplying the block hours associated with the market by the following cost per hourly rate of \$2,559 for the CRJ 200. The rate includes the 10% margin and all non-fuel costs. Each quarter the amounts will be summarized with the total costs (non-fuel and fuel costs) and revenues in an invoice. To the extent the County owes SkyWest Airlines a subsidy for

such quarter, it shall pay to SkyWest Airlines, within 60 days of receipt of approval from Wyoming Department of Transportation as evidenced by receipt of payment of its portion as referred in Exhibit B, the full amount owed. To the extent SkyWest Airlines' revenues for such calendar month were greater than the total costs for the month, the County shall have no payment obligation to SkyWest Airlines for such month. At the end of the term of this Agreement, SkyWest shall prepare a report to the County showing total revenues, and total costs for the term of this Agreement. In no event shall the County be obligated to pay SkyWest Airlines an annualized amount in excess of \$1,193,817.

10. Audit Rights. SkyWest Airlines' calculation of the total amount due shall be binding and conclusive subject to paragraph 7 above, provided that the County shall have the right upon reasonable notice, to examine the business records of SkyWest Airlines relating to such calculation and to dispute the amount within thirty (30) days of such examination. Such audit must be conducted no later than six months after the end of the term of this Agreement. If any audit indicates a discrepancy, such amounts shall be promptly paid to the applicable party, subject to SkyWest Airlines' right to dispute the audit results. Any such audit shall not unreasonably interfere with the day-to-day operations of SkyWest Airlines or any of its employees. The County and its auditors will be required to enter confidentiality and nondisclosure agreements prior to reviewing SkyWest's business records, subject to disclosure in accordance with law.

11. Reports. Within sixty (60) days of the end of each month, SkyWest Airlines shall provide the following information by non-directional route and total:

Passenger Revenue (Passengers, Average Fare, Revenue)
Block Time (Average block time in minutes, Departures, Block Hours (BH))
Cost Rates (Fuel cost per BH, Block Hour Cost Excluding Fuel)
Cost Calculation (Fuel, Cost Excluding Subsidy)
Subsidy (Calculated Shortage/Subsidy)

During the term of this Agreement, SkyWest Airlines shall provide additional information, as reasonably requested by the County, to determine the amount of subsidy likely to be required per the terms of this Agreement. The financial information given to the County shall be confidential and shall not be disclosed to the public.

12. Entire Agreement. This Agreement constitutes the entire Agreement of the parties hereto with respect to the subject matter hereof. This Agreement may be modified or amended only by writing signed by the party against whom enforcement of the modification or amendment is sought.

13. No Assumption of Liability. The County and all affiliated entities hereby disclaim any and all liability to passengers or other third parties associated with SkyWest operations. Such liability is solely the responsibility of SkyWest Airlines and this Agreement may not be construed as an assumption of liability on the part of the County. This does not include liability for airport operations or operations not controlled by SkyWest.

14. Best Efforts in Promotional Activities. The County, through the Rock Springs Sweetwater County Airport, agrees that it will use commercially reasonable efforts to promote the scheduled flights in such a way as to maximize the public awareness of the availability of the scheduled flights.

15. Governing Law. The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and the venue shall be the State or federal courts located in Wyoming. The parties acknowledge and agree that this subsection does not waive, limit or otherwise affect or reduce the full operation and effect of the provision in this Agreement relating to the State's and the County's full retention of all rights of sovereign immunity.

16. Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given (i) when delivered personally, (ii) when received by the addressee, if sent by Express Mail, Federal Express or other express delivery service (receipt requested), or (iii) three business days after being sent by registered or certified mail, return receipt requested, in each case to the other party at the following addresses (or to such other address for a party as shall be specified by like notice; provided that notices of a change of address shall be effective only upon receipt thereof):

If to SkyWest, then to:
SkyWest Airlines, Inc.
444 South River Rd
St. George, UT 84790
Attn: Greg Atkin

If to the County, then to:
Sweetwater County Commission
80 West Flaming Gorge Way, Suite 109
Green River, Wyoming 82935
Attn: Reid West
307-872-3890

17. Counterparts. This Agreement is comprised of 9 typed pages including exhibits and may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed by facsimile signatures, each of which will be deemed an original.

18. Mutual Understandings. This Agreement has been freely and fairly negotiated by the parties hereto and each party has been provided the opportunity to have the Agreement reviewed by legal counsel of its choice and to modify the terms hereof and, therefore, this Agreement shall be construed and interpreted without any presumption, or other rule, requiring construction or interpretation against the interest of the party causing this Agreement to be drafted. This Agreement embodies the entire understanding between the parties and supersedes and cancels all prior understandings and agreements, whether oral or written.

19. Attorney's Fees. In the event that a dispute arises between the parties concerning this agreement, the parties shall make good faith efforts to resolve the matter without resorting to litigation and incurring legal fees. If, however, a resolution cannot be reached and the parties engage attorneys and resort to the state or federal courts for redress, the prevailing party in such action shall be entitled to recover its costs, including reasonable attorney's fees, of pursuing or defending any such action.

20. Force Majeure. Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the non-performing party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, unusually severe weather, breakdowns in aircraft or availability of parts, strikes or labor disruptions or other causes which prevent SkyWest Airlines from flying the Scheduled Flights. The obligation to pay money is not subject to the provisions of this Section.

21. Assignment/Contract Not Used as Collateral. Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Agreement without the prior written consent of the other party.

22. Availability of Funds. Each payment obligation of the County is conditioned upon the availability of government funds that are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by SkyWest Airlines, this Agreement may be terminated by the County at the end of the period for which the funds are available. The County shall notify SkyWest Airlines at the earliest possible time of the services that will or may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit the County to terminate this Agreement to acquire similar services from another party nor relieve the County from payment responsibility for services that have been provided under this Agreement.

23. Award of Related Contracts. The County may undertake or award supplemental or successor contracts for work related to this Agreement. If such contracts create competitive air services that negatively affects SkyWest Airlines' load factors, SkyWest Airlines may seek a higher subsidy or immediately cancel this Agreement.

24. Independent Contractor. SkyWest Airlines shall function as an independent contractor for the purposes of this Agreement, and shall not be considered an employee of the State of Wyoming for any purpose. SkyWest Airlines shall assume sole responsibility for any debts or liabilities that may be incurred by SkyWest Airlines in fulfilling the terms of this Agreement, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing SkyWest Airlines or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or the County, or to incur any obligation of any kind on the behalf of the State of Wyoming or the County. SkyWest Airlines agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to the State of Wyoming employees will inure to the benefit of SkyWest Airlines or SkyWest Airlines' agents and/or employees as a result of Agreement.

25. Kickbacks. SkyWest Airlines certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this Agreement. If SkyWest Airlines breaches or violates this warranty, the County may, at its discretion, terminate this Agreement without liability to the County, or

deduct from this Agreement price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage or contingency fee.

26. Sovereign Immunity. The State of Wyoming and the County do not waive sovereign immunity by entering into this Agreement, except to the extent necessary for the parties to pursue a contract action to clarify or enforce the written terms of this Agreement. In all other situations, the State of Wyoming and the County specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a), and all other state law. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.

27. Compliance with Laws. SkyWest Airlines shall comply with all applicable federal, state and local laws and regulations in the performance of this Agreement.

28. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of third party beneficiary and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their undersigned, duly authorized representatives to execute this Agreement as of the day and year first above written.

SKYWEST AIRLINES, INC.

By: _____ Date _____

Greg Atkin

Managing Director -- Market Development

Sweetwater County Commission

By: _____ Date _____

Reid West

Chairperson

Attest: _____ Date _____

Dale Davis

County Clerk

EXHIBIT A

Scheduled Service between:

Rock Springs Airport / Denver International Airport.

Sunday – Friday Schedule:

TO:	FROM:	DEPARTURE:	ARRIVAL:
RKS	DEN	05:50	07:00
DEN	RKS	15:10	16:21
RKS	DEN	16:51	18:05
DEN	RKS	18:55	19:58

Saturday Schedule:

TO:	FROM:	DEPARTURE:	ARRIVAL:
RKS	DEN	05:50	06:52
DEN	RKS	18:55	19:58

Note: Schedule is approximate and subject to change.

EXHIBIT B

CRJ200 Rate Table

	Passengers	Revenue	Avg. \$	BH	BH Cost (\$2559)	Fuel @ \$2.50/gal	Expected Subsidy
JUL	2998	\$ 329,780	\$ 110	125	\$ 319,662	\$ 106,179	\$ 96,061
AUG	3358	\$ 369,380	\$ 110	125	\$ 319,662	\$ 106,179	\$ 56,461
SEP	2845	\$ 312,950	\$ 110	120	\$ 307,995	\$ 102,304	\$ 97,349
OCT	3037	\$ 334,070	\$ 110	125	\$ 319,662	\$ 106,179	\$ 91,771
NOV	2573	\$ 283,030	\$ 110	120	\$ 307,995	\$ 102,304	\$ 127,269
DEC	2991	\$ 329,010	\$ 110	125	\$ 319,662	\$ 106,179	\$ 96,831
JAN	2617	\$ 287,870	\$ 110	125	\$ 319,662	\$ 106,179	\$ 137,971
FEB	2447	\$ 269,170	\$ 110	117	\$ 298,662	\$ 99,204	\$ 128,696
MAR	2670	\$ 293,700	\$ 110	125	\$ 319,662	\$ 106,179	\$ 132,141
APR	2960	\$ 325,600	\$ 110	120	\$ 307,995	\$ 102,304	\$ 84,699
MAY	3223	\$ 354,530	\$ 110	125	\$ 319,662	\$ 106,179	\$ 71,311
JUN	3064	\$ 337,040	\$ 110	120	\$ 307,995	\$ 102,304	\$ 73,259
	34,783	\$ 3,826,130	\$ 110	1472.557	\$ 3,768,273	\$ 1,251,673	\$ 1,193,817

EXHIBIT B

GRANT AGREEMENT BETWEEN THE WYOMING DEPARTMENT OF TRANSPORTATION AND THE SWEETWATER COUNTY COMMISSION

Project Number: ASRKS07

Contract Period: July 1, 2018 – June 30, 2019

1. **Parties.** The parties to this agreement are the WYOMING DEPARTMENT OF TRANSPORTATION, hereinafter referred to as "WYDOT", whose address is 5300 Bishop Blvd., Cheyenne, WY 82009 and the SWEETWATER COUNTY COMMISSION, hereinafter referred to as "Sponsor," whose address is 80 West Flaming Gorge Way, Suite 109, Green River, WY 82935.
2. **Purpose.** The Sponsor desires to participate in the Air Service Enhancement Program administered by WYDOT to provide enhanced air service as defined in Wyo. Stat. Ann. §10-3-601 et seq. through SkyWest Airlines, hereinafter referred to as "Airline," from Rock Springs, Wyoming (RKS) to Denver, CO (DEN). The level of scheduled air service, defined as flights scheduled and performed for remuneration in accordance with a published timetable or so regular or frequent as to constitute a recognizably systematic series which are open to booking members of the public, shall be thirteen (13) round trips per week scheduled to optimize bank times to United Airlines at DEN, hereinafter referred to as the "Service." The Airline will provide service with Canadair Regional Jet (CRJ200) aircraft with 50 seats.
3. **Terms of Agreement.** The service from RKS to DEN shall take place from July 1, 2018 through June 30, 2019, hereinafter referred to as the "Service Period." The Sponsor will assure, by contract with the Airline, that there is scheduled air service instituted and continued RKS and DEN during the Service Period.
4. **Calculation of Reimbursable Expenses.** The total invoiced due amount shall be calculated as the sum of fuel costs and non-fuel costs subtracted from the total revenue for the calendar month. Non-fuel costs shall be calculated by multiplying the block hours associated with the market by the cost per hourly rate of two thousand, five hundred and fifty nine dollars (\$2,559) for the CRJ200 block hours operated between RKS and DEN, as was negotiated between the Sponsor and the Airline. The block hour rate includes a 10% profit margin. The Sponsor agrees to pay forty percent (40%) of the total monthly bill submitted each quarter with a maximum dollar amount of four hundred and seventy-seven thousand, five hundred, twenty-six dollars and eighty cents (\$477,526.80) for the length of the service period. To the extent the Airlines' revenues for a quarter were greater than the total costs plus profit margin, WYDOT shall have no monthly payment obligation to the Sponsor for the period. Assuming all criteria above are met, WYDOT's financial commitment to this service, through the Sponsor shall be a state match of sixty percent (60%) of the total payment submitted each quarter with a maximum dollar

amount of seven hundred and sixteen thousand, two-hundred and ninety dollars and twenty cents. (\$716,290.20).

5. Responsibilities of the Sponsor

- a. The Sponsor shall ensure monthly statements and quarterly invoices will be prepared and sent to WYDOT with a summary of revenue, fuel and non-fuel related costs, load factors, number of revenue and non-revenue passengers using the Service, flight completion information, on-time performance, and all other relevant data concerning flight operations for the Service.
- b. At the end of the service period, the Sponsor shall ensure through contract that the Airline prepare a report showing total revenues, costs, and margin for the service period.
- c. The Sponsor will pay the full invoiced amount to the Airline within 45 days of receipt of invoice in accordance with Wyo. Stat. 16-6-602.
- d. The Sponsor shall execute and maintain the marketing and promotional plan for the Service as outlined by the Sponsor in Attachment A, which is attached to and made part of this Agreement by this reference.

6. Responsibilities of WYDOT

- a. If all criteria in accordance with Section 5 are met, WYDOT will review the invoices and pay the Sponsor in accordance with Section 4.

7. Default. If the Sponsor fails to pay any amount herein provided when the same shall become due and payable, WYDOT may terminate this Agreement and seek any other remedy allowed by law. Notwithstanding any such action, the Sponsor shall remain liable for the full performance of all obligations on its part to be performed under this Agreement.

8. General Provisions:

- a. **Amendments.** Either party may request changes in this Agreement. Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon by and between the parties to this Agreement shall be incorporated by written instrument, executed and signed by all parties to this Agreement.
- b. **Applicable Law and Venue.** The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and the venue shall be in the First Judicial District, Laramie County, Wyoming.
- c. **Assignment/Agreement Not Used as Collateral.** Neither party shall assign nor otherwise transfer any of the rights or delegate any of the duties set forth in this Agreement without the prior written consent of the other party.

- d. **Audit/Access to Records.** WYDOT and its representatives shall have access to any books, documents, papers, electronic data and records pertinent to this agreement. The Sponsor shall keep copies of these records for at least three years after final payment and settlement.
- e. **Availability of Funds.** Each payment obligation of WYDOT is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services, this Agreement may be terminated by WYDOT at the end of the period for which the funds are available. WYDOT will notify the Sponsor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to WYDOT in the event this provision is exercised, and WYDOT will not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit WYDOT to terminate this Agreement in order to acquire similar services from another party.
- f. **Compliance with Law.** The Sponsor shall keep informed of and comply with all applicable, Federal, State and Local laws and regulations in the performance of this Agreement.
- g. **Entirety of Agreement.** This Agreement, consisting of five (5) pages, Attachment A, Sponsor Outline of Marketing and Promotion, consisting of three (3) pages, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
- h. **Indemnification.**
Each party to this Contract shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other. The liability of state agencies and state governmental entities is governed by Wyo. Stat. 1-39-101, *et seq.*
- i. **Nondiscrimination.** The Sponsor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. 12101, *et seq.*, and the Age Discrimination Act of 1975. The Sponsor shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin or disability in connection with the performance of this Agreement.
- j. **Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing and given to the parties by regular mail at the addresses as follows:
 - (1). Sweetwater County Commission, Attention Chairman, 80 West Flaming Gorge Way, Suite 109, Green River, WY 82935.

(2). Wyoming Department of Transportation, Attention Aeronautics
Division, 5300 Bishop Blvd., Cheyenne, WY 82009.

- k. **Prior Approval.** This Agreement shall not be binding upon either party unless this Agreement is approved as to form by the Attorney General or his representative.
- l. **Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of this Agreement shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- m. **Sovereign Immunity.** The State of Wyoming and WYDOT do not waive sovereign immunity by entering into this Agreement and the Sponsor does not waive governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. §1 39 101, *et seq.*, and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- n. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.
- o. **Independent Contractor.** The Sponsor is an independent contractor for the purpose of this Agreement, and shall not be considered an employee of the State of Wyoming for any purpose. The Sponsor shall assume sole responsibility for any debts or liabilities incurred by the Sponsor in fulfilling the terms of this Agreement, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Sponsor or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or WYDOT, or to incur any obligation of any kind on the behalf of the State of Wyoming or WYDOT. The Sponsor agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to State of Wyoming employees will inure to the benefit of the Sponsor or the sponsor's agents and/or employees as a result of this Agreement.

- p. The terms of this Agreement, and any amendments thereto, shall be binding upon and inure to the parties hereto, their administrators and successors.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

9. **Signatures.** In witness whereof, the parties to this Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the day and date set out below and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

The effective date of this Agreement is the day and date last signed and executed by the duly authorized representatives of the parties to this Agreement, below.

SWEETWATER COUNTY COMMISSION

ATTEST:

By: _____
Reid O. West, Chairman

Steven Dale Davis, County Clerk

Date

WYOMING DEPARTMENT OF TRANSPORTATION

By: _____
Brian Olsen, Administrator

Date

Approved as to form:

By: Michael Kahler 4/16/9
for Michael Kahler
Senior Assistant Attorney General
State of Wyoming

Date Prepared: 5/17/18

Attachment A: Sponsor Outline of Marketing and Promotion



INTRODUCTION

The Air Service Marketing Plan serves as a guidebook for Rock Springs-Sweetwater County Airport's air service marketing efforts.

By fully executing this plan, it is the intention of the Rock Springs-Sweetwater County Airport to provide affordable, reliable, and useable air service for our community. Additionally, the plan will outline how the airport will market the service to the region.

While this plan provides basic details, the Rock Springs-Sweetwater County Airport will be engaging with an Air Service Development Consulting firm to assist in not only securing the desired service and airfares, but also developing a solid marketing plan to increase our passenger retention.

MARKETING GOALS

There are two primary goals of this marketing plan:

1. Provide Affordable, Reliable, and Useable Air Service to Southwestern Wyoming.
2. Increase passenger retention in RKS Catchment Area to 40%.

TARGET AUDIENCE

The Target Audience for this Marketing Plan will be all members of the communities that fall within our nine county Catchment Area. This includes the communities of:

Rock Springs	Pinedale	Big Piney
Green River	Farson	Kenmerer
Evanston	Eden	Fort Bridger
Rawlins	Wamsutter	

Based on data derived from our 2016 Market Study, we will focus our efforts on Sweetwater, Sublette, and Carbon Counties as there is the best chance for maximum ROI.

Should the results of our 2018 Market Study dictate a different focus, we will adjust accordingly.

THE MESSAGE

This marketing plan will convey the message of reliable air service onboard a 50-seat regional jet that only requires 40 minutes to get to Denver where passengers can connect to over 170 destinations to the target audience. We will continue to market our new competitive air fares as well as the convenience of flying local. We will also work to educate the community on the true travel cost and lack of convenience when choosing SLC over RKS using our Cost Calculator on our website (<http://rockspringsairport.com/flight-info/>).

As we work closer with SkyWest, we will also spread the message about fare sales as they occur. Should we be successful in securing more opportune flight schedules, primarily with our afternoon turn, we will convey the information within our message.

METHODS OF COMMUNICATION

Rock Springs-Sweetwater County Airport will focus on a "grass roots, boots on the ground" marketing campaign. This effort will allow more personal interaction with the community and will be accomplished through public speaking engagements, event sponsorships where we can have a physical presence, airport tours, and a true grass roots mindset by all staff and Board Members.

This effort will be supplemented with communications via the following channels:

Print Media

Rocket Miner Newspaper
Livability Magazine

Radio Media

WyoRadio Stations
Radio Network Stations

Online Media

SweetwaterNOW Online News
Wyo4News Online News
RKS Airport Website
Programmatic Marketing

Other Forms

Local Event Sponsorships
Local Presentations
Press Releases

STAFFING

The Rock Springs-Sweetwater County Airport will provide existing staff to better engage the community on all Air Service Development Opportunities. This staffing includes the Airport Manager, Airport Business Manager, and (7) Airport Operations Specialists.

Furthermore, the newly created Air Service Task Force will serve as our direct link to area industry and business as we work to better engage and support their operations.

To supplement these resources, the airport will also engage with an Air Service Development Consultant to provide relevant data, knowledge, and experience to secure affordable air fares, useable flight schedules, and provide guidance on Marketing Opportunities.

FINANCIAL RESOURCES

The Rock Springs-Sweetwater County Airport intends to encumber nearly \$95,000 for Air Service Marketing Efforts. The airport will request a WYDOT Aeronautics Marketing Grant to cover 50% of this encumbrance. It is understood that not all 50% may be available and therefore the remaining portion will be funded with local dollars. The funds will be used as follows:

Print Media	\$5,000
Online Media	\$35,000
Radio Media	\$25,000
Sponsorships	\$4,500
Creative Development	\$3,000
Promotional Giveaways	\$2,500
Air Service Development Market & Pricing Studies	<u>\$20,000</u>
	TOTAL: \$95,000

As we identify new opportunities to ensure a maximum ROI, we will adjust these commitments accordingly.

MEASUREMENT OF SUCCESS

As with any type of marketing plan, the most important part of the plan is to measure the success of the actions. It is the belief of the Rock Springs-Sweetwater County Airport that the goals as laid out above are not only realistic, but attainable. It is expected that we may not be able reach the specific retention rates entirely during the term of the proposed Minimum Revenue Guarantee. However, we expect the goal to be reached in due time with affordable airfares and useable flight schedules.

The Rock Springs-Sweetwater County Airport will measure success on a quarterly and annual basis and revise the marketing plan as needed based on the results.

RESOLUTION NO. 2018-95

A RESOLUTION ESTABLISHING A PAY PLAN AND INSURANCE BENEFITS FOR DEPARTMENT HEADS AND NON-BARGAINING UNIT EMPLOYEES OF THE CITY OF ROCK SPRINGS, AND AUTHORIZING CARL R. DEMSHAR, JR., AS MAYOR OF THE CITY OF ROCK SPRINGS AND MATTHEW L. MCBURNETT AS CITY CLERK FOR THE CITY OF ROCK SPRINGS, TO IMPLEMENT SAID PAY PLAN AND INSURANCE BENEFITS FOR THE 2018-2019 FISCAL YEAR.

WHEREAS, the City of Rock Springs wishes to establish a pay plan and insurance benefits for the 2018-2019 year, for department heads and employees who are not members of the bargaining unit represented by the International Union of the United Mine Workers of America, herein referred to as non-bargaining unit employees; and,

WHEREAS, the City of Rock Springs wishes to establish and authorize the pay for Alternate Municipal Judges pursuant to Rock Springs Ordinances Section 1-605.

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

Section 1. "Non-bargaining unit employees" shall include Department Heads for the purposes of this resolution.

Section 2. That each non-bargaining unit employee shall receive a 1.00% cost of living increase in wages. In addition, each employee will be given a 1.50% movement in the appropriate pay range for a total of 2.50%. It is understood that the employees who have reached the maximum pay in their range may receive less than 1.50% and therefore may receive less than 2.50% total.

Section 3. The City shall pay eighty percent (80.0%) of the monthly insurance premium for each non-bargaining unit employee and each non-bargaining unit employee shall pay twenty percent (20.0%) of such monthly insurance premium. These amounts shall be calculated for each employee based upon the overall funding requirements for the insurance plan and the coverage required for the particular employee. The overall cost of funding the employee health insurance plan is subject to change during the term of this agreement. The parties in the same percentage ratio referred to above will share any increase in the overall cost of funding this plan. In the event funding levels result in excess amounts over and above the amount necessary to meet the funding requirements for the health insurance plan, these excess amounts will be held in the insurance fund. If excess funds are available in the insurance fund, then, by a majority vote of all covered city employees, such employees will receive a reduction in premium costs, increased or improved benefits or the funds will be used for such purposes as will benefit the employees covered by the plan. These options shall be recommended by the AdHoc Insurance Committee after prudent investigation and review. Within the Collective Bargaining Agreement with the International Union of the United Mine Workers of America, there exists a Schedule of Benefits which includes

deductibles, co-payments and coinsurance. That Schedule of Benefits is hereby incorporated in this resolution.

Section 4. The City will provide, at no cost to all non-bargaining unit employees, individual and family memberships to the Rock Springs Civic Center and the Rock Springs Family Recreation Center. The City will provide memberships to the Rock Springs White Mountain Golf Course at fifty percent (50%) of the regular cost for such memberships. For the purposes of this section, a family member is defined as any person who would qualify for coverage under the employee's health insurance plan with the City of Rock Springs.

Upon retirement from City service, a retiree is eligible for a lifetime single membership to the Civic Center, Recreation Center and White Mountain Golf Course at no charge, if the following criteria are met:

- a. eligible for full retirement benefits under the Wyoming Retirement System, or;
- b. sixty two (62) years of age or older at time of retirement
- c. Retired employee is responsible for initiating the benefit.

Section 5. Alternate Municipal Judges. Pursuant to the provisions of Rock Springs Ordinance Section 1-605, Alternate Municipal Judges shall receive an amount not to exceed \$75.00 for each hour of service in the Municipal Court.

Section 6. This resolution shall become effective July 1, 2018.

PASSED AND APPROVED this _____ day of _____, 2018.

President of the Council

Mayor

Attest:

City Clerk

6/12/18

RESOLUTION NO. 2018-94

A RESOLUTION AMENDING AND RE-ENACTING RESOLUTION 88-25 WHICH SAID RESOLUTION DECLARES THE INTENTION OF THE CITY COUNCIL OF THE CITY OF ROCK SPRINGS, WYOMING, TO ESTABLISH WATER RATES IN SAID CITY.

WHEREAS, 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 have entered into a Water Purchase Agreement dated February 2, 1988; and,

WHEREAS, 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 have entered a Lease, Operation, Maintenance, Service and Management Agreement dated February 2, 1988; and,

WHEREAS, the City of Rock Springs has adopted a general ordinance governing said water service entitled "Water Service" to comply with all applicable state and federal laws; and,

WHEREAS, the City of Rock Springs passed and approved Resolution 88-25 on February 16, 1988 to establish the rates for water service, amended and re-enacted by Resolution 88-61 on May 3, 1988, amended and re-enacted by Resolution 89-72 on May 2, 1989, amended and re-enacted by Resolution 91-92 on June 18, 1991, amended and re-enacted by Resolution 96-83 on June 18, 1996, amended and re-enacted by Resolution 98-53 on May 5, 1998, amended and re-enacted by Resolution 99-82 on May 4, 1999, amended and re-enacted by Resolution 2006-130 on June 20, 2006, amended and re-enacted by Resolution 2009-128 on June 16, 2009, amended and re-enacted by Resolution 2016-74 on June 21, 2016, amended and re-enacted by Resolution 2017-61 on June 20, 2017; and,

WHEREAS, it is necessary for the health, safety and welfare of the residents of the City of Rock Springs to amend said rates for water service to provide for an increase in rates as provided by the City of Green River, Wyoming – City of Rock Springs, Wyoming – Sweetwater County, State of Wyoming Joint Powers Water Board to the City of Rock Springs.

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

Section 1. The Governing Body of the City of Rock Springs does hereby amend and re-enact Resolution 88-25 passed and approved on February 16, 1988, amended and re-enacted by Resolution 88-61 on May 3, 1988, amended and re-enacted by Resolution 89-72 on May 2, 1989, amended and re-enacted by Resolution 91-92 on June 18, 1991, amended and re-enacted by Resolution 96-83 on June 18, 1996, amended and re-enacted by Resolution 98-53 on May 5, 1998, amended and re-enacted by Resolution 99-82 on May 4, 1999, amended and re-enacted by Resolution 2006-130 on June 20, 2006, amended and re-enacted by Resolution 2009-128 on June 16, 2009, amended and re-enacted by Resolution 2016-74 on June 21, 2016, amended and re-

enacted by Resolution 2017-61 on June 20, 2017; said resolution establishing the rates for water service in the City of Rock Springs and the outlying county areas to read as follows:

SCHEDULE 1

RESIDENTIAL SERVICE – WATER

Available:

In Reliance and Rock Springs, Wyoming, and in those portions of adjacent territory which may be served from the City's existing mains.

Applicable:

To water service to single-family residences and to separately metered individual apartments for domestic purposes.

Monthly Rate:

Applicable minimum monthly charge for the first 268 cu. Ft. or less.

(5.339) cents per cu. ft. for the first 268 cu. ft.	(\$14.30)
(3.430) cents per cu. ft. for the next 402 cu. ft.	(\$13.79)
(2.412) cents per cu. ft. for all additional cu. ft.	

Minimum Monthly Charge:

¾	inch meter, or smaller	\$14.30
1	inch meter	\$20.18
1½	inch meter	\$28.61
2	inch meter	\$37.31
3	inch meter	\$63.81
4	inch meter	\$114.47
6	inch meter	\$199.43

SCHEDULE 2

GENERAL SERVICE – WATER

Available:

In Reliance and Rock Springs, Wyoming, and in those portions of adjacent territory which may be served from the City's existing mains.

Applicable:

To water service to nonresidential customers.

Monthly Rate:

Applicable minimum monthly charge for the first 268 cu. ft. or less at
(5.397) cents per cu. ft. (\$14.46)

(3.470) cents per cu. ft. for the next 402 cu. ft. (\$13.95)

(2.525) cents per cu. ft. for all additional cu. ft.

Minimum Monthly Charge:

¾	inch meter, or smaller	\$14.46
1	inch meter	\$20.34
1½	inch meter	\$28.87
2	inch meter	\$37.64
3	inch meter	\$69.17
4	inch meter	\$115.47
6	inch meter	\$201.13

SCHEDULE 3

PUBLIC FIRE PROTECTION SERVICE

Available:

In those areas within Reliance and Rock Springs, Wyoming, which may be served from the City's existing mains of adequate size and capacity.

Applicable:

To fire hydrants not owned and installed by the City for municipal fire protection.

Monthly Rate:

\$16.90 for each 4" hydrant (nominal size)

\$22.92 for each 6" hydrant (nominal size)

Special Conditions:

Water taken under this schedule is to be used only for the extinguishment of fires and the flushing necessary for the proper maintenance of the fire protection equipment.

Any necessary enlargements or additions of mains will be provided by the City at user's expense.

SCHEDULE 4
PRIVATE FIRE PROTECTION SERVICE

Available:

In Reliance and Rock Springs, Wyoming, and in those portions of adjacent territory which may be served from the City's existing mains of adequate size and capacity.

Applicable:

To all customers desiring non-metered connections for sprinkler systems or other forms of private fire protection.

Monthly Rate:

Connections for private fire protection

\$29.73 per month for each 4" connection

\$46.76 per month for each 6" connection

\$68.25 per month for each 8" connection

Special Conditions:

Water taken under this schedule is to be used for the extinguishment of fires and the flushing necessary for the proper maintenance of the fire protection equipment. In case of surreptitious or improper use of water, the consumption may be estimated or a meter may be installed and the water used shall be billed at regular meter rates.

All addition or enlargements of water mains occasioned by requests for private fire protection service shall be installed at the expense of the user. All hydrants and water services required shall be installed, owned, and maintained at the expense of user. User shall, at the City's option, furnish, install, own and maintain a back flow protector and a detector check advice, acceptable to the City, in user's water service.

A contract may be required to cover installations for private fire protection service.

PASSED AND APPROVED this _____ day of _____, 2018.

President of the Council

Mayor

Attest:

City Clerk

10/28/18
b1 w1/18

RESOLUTION NO. 2018-97

A RESOLUTION AUTHORIZING MATTHEW L. MCBURNETT, THE CITY CLERK OF THE CITY OF ROCK SPRINGS, TO CERTIFY TO THE COUNTY COMMISSIONERS OF SWEETWATER COUNTY, THROUGH THE COUNTY CLERK, THE LEVIES TO BE MADE FOR THE FISCAL YEAR ENDING JUNE 30, 2019.

WHEREAS, on the 19th day of June, 2018, this council adopted a City Budget for the fiscal year ending June 30, 2019, calling for the following appropriations:

GENERAL FUND	\$38,381,495.06
TOTAL APPROPRIATION	\$38,381,495.06

WHEREAS, after deducting all cash and other estimated revenue, it is necessary that the following amounts be raised by General Taxation and in order to raise such sums of money, it is necessary that levies be made for the fiscal year ending June 30, 2019, as shown by the following amounts for each fund:

	AMOUNT TO BE RAISED	MILL LEVY
GENERAL FUND	\$1,600,000.00	8 Mills
TOTAL APPROPRIATIONS	\$1,600,000.00	8 Mills

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

Section 1. That the foregoing levies be made for the fiscal year ending June 30, 2019, and the City Clerk certify said amounts to the County Clerk of Sweetwater County.

PASSED AND APPROVED this _____ day of _____, 2018.

President of the Council

Attest:

Mayor

City Clerk

RESOLUTION NO. 2018-98

A RESOLUTION SETTING THE SEWER RATE FOR THE PERIOD BEGINNING JULY 1, 2018.

WHEREAS, Ordinance No. 89-19, Section 7-407.3-01, establishes that the Governing Body shall set user fees by resolution to recover the costs of maintenance and operation of the wastewater system, as determined under Section 2 of this section; and,

WHEREAS, the Governing Body has held a Public Hearing as specified in Section 7-407.3-03; and,

WHEREAS, the Governing Body has reviewed the costs of operation and maintenance, along with capital improvements, planned and unplanned, as an operating cost of the wastewater system and determined the rate factor necessary to recover those costs.

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

Section 1. The sewer rate factor to be used in the calculation of user fees beginning July 1, 2018, shall be \$0.04783 per cubic foot.

Section 2. Calculation of minimum use fees and fees for new residential and commercial accounts shall also use a rate factor of \$0.04783 per cubic foot effective for the period beginning July 1, 2018.

Section 3. Approved rate adjustments are expired and must be re-approved beginning July 1, 2018.

PASSED AND APPROVED this _____ day of _____, 2018.

President of the Council

Mayor

Attest:

City Clerk

RESOLUTION NO. 2018- 99

A RESOLUTION AUTHORIZING AND DIRECTING CARL R. DEMSHAR, JR., AS MAYOR OF THE CITY OF ROCK SPRINGS, WYOMING, AND MATTHEW L. MCBURNETT, AS CITY CLERK OF THE CITY OF ROCK SPRINGS, WYOMING, TO ACCEPT AND APPROVE A BUDGET SUBMITTED FOR THE CITY OF ROCK SPRINGS FOR THE FISCAL YEAR ENDING JUNE 30, 2019.

WHEREAS, an operating budget has been submitted for the fiscal year ending June 30, 2019, for salaries and expenses of all City employees and officials, for the Police Department and Fire Department, for the support and maintenance of the City Government and for all its expenditures; and,

WHEREAS, the Council has determined that the proposed expenditures are necessary for the efficient and economical operation of the City of Rock Springs.

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

Section 1. There is hereby appropriated out of the revenues of the City of Rock Springs, for the fiscal year commencing July 1, 2018, and ending June 30, 2019, the purposes and objects hereinafter set forth, the following sums of money, or so much thereof as may be necessary:

The sum of \$361,800.00 for the purpose of defraying the salaries and expenses of the Administrative Department/General Government.

The sum of \$525,550.00 for the purpose of defraying the salaries and expenses of the department of the City Attorney.

The sum of \$986,250.00 for the purpose of defraying the salaries and expenses of the Department of Finance/Administration.

The sum of \$404,010.00 for the purpose of defraying the expenses of City Buildings.

The sum of \$329,697.00 for the purpose of defraying the expenses of Municipal Court.

The sum of \$289,350.00 for the purpose of defraying the expenses of Urban Renewal/Main Street.

The sum of \$789,875.00 for the purpose of defraying the expenses of Information Technology.

The sum of \$179,577.00 for the purpose of defraying the expenses of Human Resources.

The sum of \$8,752,287.69 for the purpose of defraying the salaries and expenses of the City Police Department.

The sum of \$406,350.00 for the purpose of defraying the salaries and expenses of the City Animal Control Department.

The sum of \$17,100.00 for the purpose of defraying the salaries and expenses of the Emergency Management Department/Civil Defense.

The sum of \$5,269,322.00 for the purpose of defraying the salaries and expenses of the City Fire Department.

The sum of \$723,250.00 for the purpose of defraying the salaries and expenses of the Administration and Engineering Department.

The sum of \$4,167,685.00 for the purpose of defraying the salaries and expenses of the Streets Department.

The sum of \$896,575.00 for the purpose of defraying the salaries and expenses of the City Cemetery.

The sum of \$1,258,059.08 for the purpose of defraying the salaries and expenses of the City Parks Department.

The sum of \$1,791,172.00 for the purpose of defraying the salaries and expenses of the City Golf Course.

The sum of \$1,323,951.00 for the purpose of defraying the salaries and expenses of the City Civic Center.

The sum of \$2,823,853.30 for the purpose of defraying the salaries and expenses of the City Indoor Recreation Center.

The sum of \$5,445,063.99 for the purpose of paying all expenses known as Non-Departmental.

The sum of \$348,437.00 for the purpose of defraying the salaries and expenses of the Public Services Administration/Planning Department.

The sum of \$417,050.00 for the purpose of defraying the salaries and expenses of the Building Inspections Department.

The sum of \$649,330.00 for the purpose of defraying the salaries and expenses of the Vehicle Maintenance Department.

The sum of \$225,900.00 for the purpose of defraying the salaries and expenses of the Rock Springs Historical Museum.

The sum of \$20,000.00 for the purpose of defraying the Road Impact Fee Fund.

The sum of \$4,285,000.00 for the purpose of defraying the expenses of the Health Insurance Fund.

The sum of \$5,835,302.43 for the purpose of defraying the salaries and expenses of the Water

Reclamation Facility.

The sum of \$286,800.00 for the purpose of defraying the salaries and expenses of the Sewer Administration.

The sum of \$4,333,300.00 for the purpose of defraying the salaries and expenses of the Water Administration.

The sum of \$7,345,203.74 for the purpose of defraying the salaries and expenses of Water Operations and Maintenance.

The sum of \$250,000.00 for the purpose of defraying the expenses of CAP Programs.

The sum of \$430,995.00 for the purpose of defraying the salaries and expenses of the Public Housing Administration.

The sum of \$424,305.00 for the purpose of defraying the salaries and expenses of Public Housing Maintenance.

The sum of \$388,080.00 for the purpose of defraying the salaries and expenses of Section 8 Vouchers.

The sum of \$3,111,492.00 for the purpose of maintaining a Cash Reserve Fund.

The sum of \$6,384,343.32 for the purpose of maintaining a Operational Reserve Fund.

The above figures do not include appropriations for encumbered funds from the current fiscal year for projects contracted but not completed prior to June 30, 2018. Open purchase orders are also excluded. The exact amount of the carry-over funds will be adjusted within appropriate departments when determined.

Section 3. The proposed budget for Fiscal Year 2018-2019 as approved following the Public Hearing on June 19, 2018, is hereby adopted as the official budget for said fiscal year.

PASSED AND APPROVED this _____ day of _____, 2018.

President of the Council

Mayor

Attest:

City Clerk

RESOLUTION NO. 2018- 100

A RESOLUTION ACCEPTING AND APPROVING A CONTRACT BETWEEN THE CITY OF ROCK SPRINGS, WYOMING AND JACK'S TRUCK & EQUIPMENT, IN THE AMOUNT OF \$408,048.00, 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.

WHEREAS, the City of Rock Springs advertised for bids for the WRF VAC TRUCK, and the bid of Jack's Truck & Equipment, in the amount of \$408,048.00 was the successful bid; and,

WHEREAS, the Governing Body of said City has reviewed the proposed contract and the bids tendered and have given them careful review and consideration; and,

WHEREAS, it is considered in the best interest of said City to award said contract to the aforesaid successful bidder.

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

Section 1. That the terms and provisions of the Contract with Jack's Truck & Equipment, for the WRF VAC TRUCK, in the amount of \$408,048.00, attached hereto and by this reference made a part hereof, is hereby accepted and approved by the City of Rock Springs, Wyoming.

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

PASSED AND APPROVED this _____ day of _____, 2018.

President of the Council

Attest:

Mayor

City Clerk

CITY OF ROCK SPRINGS
WRF VAC TRUCK

D. FORM OF CONTRACT
Page 1.

FORM OF CONTRACT

THIS AGREEMENT made this 19th day of June, 2018, by and between the City of Rock Springs, Wyoming, a municipal corporation, hereinafter mentioned as the City and Jack's Truck & Equipment hereinafter mentioned as the Contractor.

WITNESSETH, that the Contractor and the City, for the considerations stated herein, mutually agree as follows:

1. The Contractor shall furnish the WRF VAC TRUCK described in the bid proposal.
2. The City shall pay the Contractor for the performance of this Contract the amount set forth in the bid schedule attached hereto, subject to any additions or deletions as may be included in the final estimate as prepared by the Engineer. The Contractor shall receive and accept these payments in full compensation for everything performed under this contract and for all loss or damage arising out of the nature of the work, the action of the elements, and for unforeseen contingencies or difficulties encountered in the prosecution of the work.
3. The Contractor shall pay to the City as liquidated damages an amount of \$250.00 per week for failure to deliver the equipment in the stipulated time.
4. The general conditions of the Contract, the Bid Schedule, Specifications, together with this Agreement, form the Contract, and are as fully a part thereof as if hereto attached or herein repeated.
5. This agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the City of Rock Springs and the Contractor respectively.
6. CONTRACT AMOUNT: \$ 408,048.00

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

CITY OF ROCK SPRINGS

Mayor

ATTEST:

CONTRACTOR:

Jack's Truck & Equipment
BY Heath Lowinske
Heath Lowinske

Witness
Lucky Hennings

RESOLUTION NO. 2018-101

A RESOLUTION ACCEPTING AND APPROVING A CONTRACT BETWEEN THE CITY OF ROCK SPRINGS, WYOMING AND WYLIE CONSTRUCTION, INC., IN THE AMOUNT OF \$168,500.00, 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.

WHEREAS, the City of Rock Springs advertised for bids for the Bunning Park Area Rehabilitation Project, and the bid of Wylie Construction, Inc., in the amount of \$168,500.00 was the successful bid; and,

WHEREAS, the Governing Body of said City has reviewed the proposed contract and the bids tendered and have given them careful review and consideration; and,

WHEREAS, it is considered in the best interest of said City to award said contract to the aforesaid successful bidder.

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

Section 1. That the terms and provisions of the Contract with Wylie Construction, Inc., for the Bunning Park Area Rehabilitation Project, in the amount of \$168,500.00, attached hereto and by this reference made a part hereof, is hereby accepted and approved by the City of Rock Springs, Wyoming.

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

PASSED AND APPROVED this _____ day of _____, 2018.

President of the Council

Attest:

Mayor

City Clerk

AMS
6/13/18

City of Rock Springs
Bunning Park Area Rehabilitation Project

D. FORM OF CONTRACT:

THIS AGREEMENT, made this 12 day of June, 2018; by and between the City of Rock Springs, Wyoming, a municipal corporation, hereinafter mentioned as the Owner and WYIC Const INC. hereinafter mentioned as the Contractor.

WITNESSETH, that the Contractor and the Owner, for the considerations stated herein mutually agree as follows:

1. THE Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete all work required for the construction of the following general description:
Including, but not limited to the demolition, removal, clean up, etc.; of seven (7) residential structures and accessory structures.
as indicated on the attached plans and specifications and shall do everything required by this Agreement, the general conditions of the Contract, the plans and specifications.
2. THE work to be done under this Contract shall begin within ten (10) days after Notice to Proceed and shall be fully completed by September 15, 2018.
3. THE Owner shall pay the Contractor for the performance of this Contract the amount set forth in the bid schedule attached hereto, subject to any additions or deletions as may be included in the final estimate as prepared by the Engineer. The Contractor shall receive and accept these payments in full compensation for everything performed under this Contract and for all loss or damage arising out of the nature of the work, the action of the elements, and for unforeseen contingencies or difficulties encountered in the prosecution of the work.
4. THE Contractor shall pay to the Owner as liquidated damages an amount of \$500.00 per working day for failure to complete the project in the stipulated time.
5. THE general conditions of the Contract, the Bid Schedule, Contract Provisions, Specifications and Plans, together with this Agreement, form the Contract and are as fully a part thereof as if hereto attached or herein repeated.

City of Rock Springs
Bunning Park Area Rehabilitation Project

D. FORM OF CONTRACT:

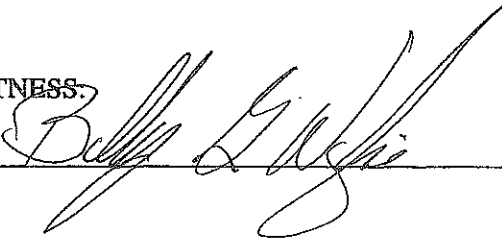
6. THIS Agreement shall insure to the benefit to and be binding upon the legal representatives and successors of the City of Rock Springs and the Contractor respectively.

7. CONTRACT AMOUNT: \$ 168,500.00

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

ATTEST:

CITY OF ROCK SPRINGS

WITNESS: 

CONTRACTOR:
Wylie Const Inc.
BY: CL

RESOLUTION NO. 2018-102

A RESOLUTION AUTHORIZING CARL R. DEMSHAR, JR., AS MAYOR OF THE CITY OF ROCK SPRINGS, AND MATTHEW L. MCBURNETT, AS CITY CLERK OF THE CITY OF ROCK SPRINGS, TO DISCHARGE UNCOLLECTIBLE OCCUPATION TAX DEBTS.

WHEREAS, certifications of uncollectible occupation tax debts, certified by the Chief Administrative Officer of the City have been prepared and said certifications show the following:

- a. The name and last known address of the debtor;
- b. The good 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, pursuant to the provisions of Wyoming State Statutes §16-4-502(c), debts certified to the Governing Body as uncollectible may be discharged after the Governing Body has reviewed and verified to its satisfaction that the debtor has no financial means or assets from which the debt may be satisfied or such debts are otherwise uncollectible; and,

WHEREAS, each debt has been reviewed and verified as uncollectible and shall, by this resolution, be discharged and extinguished as an account receivable or asset of the City of Rock Springs.

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 or asset of the City of Rock Springs.

<u>NAME OF DEBTOR</u>	<u>AMOUNT OF DEBT</u>
Keebler Co Supreme Products	65.00
JC's Lawn Care	65.00
Sweetwater Chem Dry	65.00
Tacos El Mago	65.00
QED, Inc.	65.00
Zoomsystems	65.00
Diamond Wireless LLC	65.00
Blaine Appliance Service	65.00
Carl's BBQ Catering	65.00
David Taylor	65.00
Half Price Flooring & Design	65.00
Sunnygirl Sitters	65.00
La Linea Legal Para Los Hisp	65.00

Dueling Aces Enterprises	65.00
Davis Detailing	65.00
Knowgo.Biz	65.00
Skull Canyon Extreme Sports	65.00
Shredex 307	65.00
Lookin' Sharp Barbershop	65.00
Pure Thai Massage LLC	65.00
The Phone Shop	65.00
Jiffy Cab	65.00

Section 2. That the Mayor of said City be, and he is hereby authorized to discharge the above occupation tax 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 duplicated original of said discharges.

PASSED AND APPROVED this _____ day of _____, 2018.

President of the Council

Mayor

Attest:

City Clerk

RESOLUTION NO. 2018-103

A RESOLUTION AUTHORIZING RENEWAL OF THAT CERTAIN LEASE AND AGREEMENT, DATED AS OF JULY 30, 2013, BY AND AMONG SWEETWATER COUNTY, WYOMING; CASTLE ROCK SPECIAL HOSPITAL DISTRICT; TOWN OF GRANGER, WYOMING; CITY OF GREEN RIVER, WYOMING; CITY OF ROCK SPRINGS, WYOMING; TOWN OF SUPERIOR, WYOMING; TOWN OF WAMSUTTER, WYOMING; AND THE SWEETWATER COUNTY 2013 SPECIFIC PURPOSE TAX JOINT POWERS BOARD, THROUGH THE BUDGET AND APPROPRIATION OF FUNDS FOR THE PAYMENT OF RENTAL PAYMENTS AND ADDITIONAL RENTALS THEREUNDER FOR FISCAL YEAR 2018-2019.

WHEREAS, the City of Rock Springs, Wyoming ("Rock Springs"), along with Sweetwater County, Wyoming; Castle Rock Special Hospital District; Town of Granger, Wyoming; City of Green River, Wyoming; Town of Superior, Wyoming; and Town of Wamsutter, Wyoming (collectively, the "Lessees"), has entered into that certain annually terminable Lease and Agreement, dated as of July 30, 2013 (the "Lease") with the Sweetwater County 2013 Specific Purpose Tax Joint Powers Board (the "Board"), whereby Rock Springs has subleased certain Sites (as defined in the Lease) from the Board and has further leased from the Board certain Improvements (as defined in the Lease) to be constructed on the Sites; and,

WHEREAS, Section 4.1 of said Lease provides that each of the Lessees must annually determine whether or not to terminate said Lease effective June 30 of any Fiscal Year; and,

WHEREAS, Rock Springs has determined to continue said Lease for the period from July 1, 2018, to and including June 30, 2019, and the Governing Body of Rock Springs has determined and hereby confirms to Wells Fargo Bank, National Association, in Denver, Colorado (the "Trustee"), under that certain Indenture of Trust, dated as of July 30, 2013, between the Board and the Trustee, that there shall be included in Rock Springs's Fiscal Year 2018-2019 budget moneys to pay all Rental Payments and reasonably estimated Additional Rentals for said period (as defined in the Lease), all as further provided in ARTICLE VI of said Lease.

NOW, THEREFORE, BE IT RESOLVED:

1. Rock Springs will include in its Fiscal Year 2018-2019 budget all payments required under the Lease for Fiscal Year 2018-2019.
2. Pursuant to that certain County Roadway/Castle Rock/Municipalities' Improvements Specific Purpose Tax Escrow Agreement, dated as of July 30, 2013 (the "Escrow Agreement") with the Sweetwater County Treasurer, as escrow agent (the "Escrow Agent"), which established an escrow account (the "Escrow Account") for the collections that result from the imposition of a specific purpose sales and use tax that was imposed in Sweetwater County, Wyoming, effective April 1, 2013 (the "2013 Tax Revenues"), the Governing Body of Rock Springs hereby further specifically budgets and appropriates \$3,548,490.49 in said 2013 Tax Revenues for the payment of Rental Payments under the Lease and further directs the Escrow Agent to make payments to the Trustee at the times and in the amounts as are set forth in such Escrow Agreement.
3. Submission of a copy of this resolution, along with a copy of Rock Springs's Fiscal Year 2018-2019 budget, to the Trustee, the Board and George K. Baum & Company, after adoption of Rock Springs's Fiscal Year 2018-2019 budget, will fully meet the requirements of Section 4.1 of the Lease.

THIS RESOLUTION is made and duly executed this _____ day of _____, 2018, in accordance with the authorization by a majority vote of the duly elected members of the Governing Body of Rock Springs.

CITY OF ROCK SPRINGS, WYOMING

By: _____
Title: Mayor

ATTESTED:

By: _____
Title: Clerk

RESOLUTION NO. 2018- 104

A RESOLUTION ACCEPTING AND APPROVING A WYOMING DEPARTMENT OF TRANSPORTATION (WYDOT) MEMORANDUM OF AGREEMENT REGARDING THE SALE OF REAL PROPERTY OWNED BY THE CITY OF ROCK SPRINGS TO WYDOT FOR ROAD CONSTRUCTION, AND GRANTING A CONSTRUCTION PERMIT TO WYDOT FOR SAID PURPOSE, AND AUTHORIZING CARL R. DEMSHAR AS MAYOR OF THE CITY OF ROCK SPRINGS TO EXECUTE SAID MEMORANDUM OF AGREEMENT ON BEHALF OF THE CITY OF ROCK SPRINGS.

WHEREAS, WYDOT, a duly recognized Administrative Agency of the State of Wyoming, is planning a road construction project in the City of Rock Springs at the intersections of Elk Street/Bridger Avenue, Grant Street/North Center Street, and Dewar Drive South/South Side Belt Route, and requires a construction permit for said purpose; and,

WHEREAS, in addition to a construction permit, construction of said project also requires the acquisition of certain parcels of real property owned by the City of Rock Springs, which parcels are more specifically described in the Warranty and Quitclaim Deeds which are attached to this resolution and specifically made a part hereof; and,

WHEREAS, the cumulative, appraised value of the properties owned by the City of Rock Springs is Six Thousand Six Hundred Seventy and no/100 Dollars (\$6,670.00), all as evidenced by the Appraisal Report and Summary Statement of Fair Market Value, also attached to this resolution and by this reference specifically made a part hereof; and,

WHEREAS, WYDOT has offered to purchase said properties for the appraised value, and has offered to pay the City of Rock Springs an additional Eight Hundred Dollars (\$800.00) for use of a temporary construction permit area, under terms and conditions set forth in the in the Wyoming Department of Transportation Memorandum of Agreement, attached hereto and by this reference specifically made a part hereof; and,

WHEREAS, sale of the real property referenced herein was duly advertised in the manner provided by Wyoming Statute §15-1-112, and a public hearing regarding the sale of said real property was held before the Governing Body of the City of Rock Springs on or about June 19, 2018; and,

WHEREAS, the Governing Body of the City of Rock Springs has carefully reviewed the Appraisal Report, the Summary Statement of Fair Market Value, the proposed Warranty and Quitclaim Deeds to WYDOT, and the Wyoming Department of Transportation Memorandum of Agreement, and has determined that it is in the best interests of the City of Rock Springs and its Citizens that the City sells the identified real property to WYDOT and grants a temporary construction permit to WYDOT under terms and conditions set forth in the in the attached Memorandum of Agreement.

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

Section 1. That the sale of real property and granting of a temporary construction permit to

WYDOT under the terms and conditions set forth in the Wyoming Department of Transportation Memorandum of Agreement attached hereto is hereby approved by the Governing Body of the City of Rock Springs, Wyoming.

Section 2. That the Mayor of said City be, and he is hereby, authorized, empowered and directed to execute said Wyoming Department of Transportation Memorandum of Agreement on behalf of the City of Rock Springs and is further authorized to execute the attached Warranty and Quitclaim Deeds in favor of WYDOT; and that the City Clerk of said City be, and he is hereby, authorized and directed to attach to said Memorandum of Agreement and said Warranty and Quitclaim Deeds certified copies of this resolution.

PASSED AND APPROVED this _____ day of _____, 2018.

President of the Council

Mayor

Attest:

City Clerk



Matthew H. Mead
Governor

WYOMING Department of Transportation

"Providing a safe, high quality, and efficient transportation system"

5300 Bishop Boulevard, Cheyenne, Wyoming 82009-3340



William T. Panos
Director

May 15, 2018

City of Rock Springs
Attn: Laurie James
212 D Street
Rock Springs, WY 82901

Project: B183016
Road: District 3 Signal Work
Section: Various Locations
County: Sweetwater
Parcel No.: 2

Dear City of Rock Springs:

The Wyoming Department of Transportation (the Department) is planning a road construction project in Rock Springs, Wyoming at the intersections of Elk St./Center St/Bridger Ave, Grant St/North Center St, and Dewar Dr/South Side Belt Route. At this time the plan of work includes three intersections within the city of Rock Springs, North Center St./Bridger Ave. & Elk St., North Center St. & Grant St., and Dewar Drive & South Side Belt Route. Work will include ADA & signal upgrades, island replacement, and minor storm sewer work

In order to construct this project, the Department is proposing to acquire a Warranty Deed and Construction Permit to construct and maintain an ADA compliant crossing at Parcel 2 and 2A. The Department is also proposing to acquire a Quitclaim Deed (Parcels 2B and 2C) so that WYDOT can maintain the highway at this location as well as construct and maintain an ADA compliant crossing. Please see the color-coded Exhibit "B" for reference to how interest in the intersection is currently held. The Department's Review Appraiser has concurred with the Appraiser's determination of the current "Fair Market Value" of your property.

The permit area(s) as shown on Exhibit "A", crosshatched in red, will be used as a temporary construction permit area and will be reclaimed to the extent that can be reasonably accomplished.

The Permanent Acquisition(s) as shown on Exhibit "A", in solid red, will be required for the construction of this project.

Based on the enclosed "Summary Statement of Fair Market Value", the Wyoming Department of Transportation is hereby authorized to offer you the sum of \$7,560.00. This offer includes \$6,760.00 for land and \$800.00 for the temporary permit area.

Please find the following documents enclosed for your review:

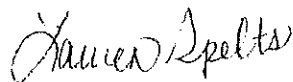
1. Original and copy of the Memorandum of Agreement;
2. Original and copy of the Warranty Deed and Quitclaim Deed;
3. Original and copy of the Official Receipt;
4. Copy of the Right of Way Engineering Plans marked "Exhibit A";
5. Copy of the Right of Way Brochure "Highways and your Land";
6. Copy of the Valuation Report;
7. Summary Statement of Fair Market Value;
8. WYDOT Vendor Form; and
9. Request for Taxpayer Identification Number (W-9 Form).

Please understand that you have 65 days from the date of this mailing to respond, in writing, to the Department's offer. The Department and the Landowner are obligated to negotiate in good faith. You are under no obligation to accept this written offer, but failure to respond will constitute a waiver under Wyoming Statute 1-26-510 of any claim that the Department has **not** negotiated in good faith. At any time during the negotiation process, and upon mutual agreement, either party may request dispute resolution, including mediation or arbitration or the informal procedures for resolving disputes through the Wyoming Agricultural and Natural Resource Mediation Board. Should negotiations fail, formal legal proceedings may be requested by the Department. You may at any time, seek advice from an attorney, real estate appraiser, or any other person of your choosing during this process.

If all is in order please sign and complete the originals of the Memorandum of Agreement, Warranty Deed, Quitclaim Deed, Official Receipt, and the W-9 form. You may return these documents in the enclosed, postage pre-paid envelope. Please note that the Conveyance will need to be acknowledged by a Notary Public.

Should you have any questions or concerns regarding this project, or would like to accompany me, or a Department representative, on an inspection of the property being acquired, please contact Lauren Spelts toll-free at 1-888-570-9908, direct at (307) 777-4246, or by email at Lauren.Spelts@wyo.gov.

Sincerely yours,
James Wasson
Project Manager



By Lauren Spelts
Right of Way Agent

SENT BY U.S. CERTIFIED MAIL

May 16, 2018

**WYOMING DEPARTMENT OF TRANSPORTATION
MEMORANDUM OF AGREEMENT**

Project: B183016
Road: District 3 Signal Work
Section: Various Locations
County: Sweetwater
Parcel No.: 2

THIS AGREEMENT IS ENTERED INTO between **The City of Rock Springs, a Municipal Corporation**, herein referred to as the "Landowner" and the Wyoming Department of Transportation, herein referred to as the "Department."

WITNESSETH: that

WHEREAS, the Department wishes to secure for transportation purposes, the real property shown on the engineering plans marked Exhibit "A", herein referred to as the "property", a copy of which is attached to this agreement and has been submitted to and received by the Landowner; and

WHEREAS, the Landowner has agreed to convey the property to the Department, together with all improvements located thereon and appurtenances pertaining thereto, except as otherwise stated in this Agreement and in the associated conveyance(s), and the Landowner hereby agrees to execute said conveyance(s) and shall remit the signed and notarized conveyance(s) to the Department for recordation; and

WHEREAS, the Department will prepare a Warranty Deed and Quitclaim Deed with legal description(s) of the property outlined briefly as follows:

Parcel 2 - A parcel of land situate in Block 2 of the UPPR First Addition, Sweetwater, County, Wyoming, located in Lot 3, Section 35, T. 19 N., R. 105 W., 6th, P.M., Sweetwater County, Wyoming.

Parcel 2B - A parcel of land located in SE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 26, T. 19 N., R. 105 W., 6th P.M., Sweetwater County, Wyoming.

Parcel 2C - A parcel of land located in SE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 26, T. 19 N., R. 105 W., 6th P.M., Sweetwater County, Wyoming.

NOW THEREFORE, in consideration of the promises, terms, conditions, and stipulations contained in this agreement, the parties agree to the following:

1. The Landowner will pay all real property taxes on the property for the current year, when due and payable, and for all prior years. The Department will reimburse the Landowner for their pro rata portion of the real property taxes for the remainder of the year computed from the date of this agreement. The pro rata portion of taxes shall be based upon the assessment of the property for the current year, if available. If the current year assessment is not available, the previous year's assessment shall be used to prorate the taxes. The Landowner shall be responsible for any and all real property taxes, liens and encumbrances prior to the date of this agreement and shall be responsible to provide clear title to the property being conveyed to the Department.
2. The consideration stated herein is full compensation for all of the Landowner's interest, including interests in state or federal land leases, and any and all other legal and equitable interests, which are or may be outstanding affecting any portion of the property being

May 16, 2018

conveyed to the Department. The Landowner agrees to release these interests within thirty days from the date of this agreement.

3. The Landowner will terminate at their expense all existing leases or rental agreements, including advertising sign leases, affecting any portion of the property being conveyed, and will notify any lessees of such action within thirty days from the date of this agreement.
4. The Landowner has received a copy of the Departments Highways & Your Land brochure and any relocation benefits to which the Landowner may be entitled have been explained by the Department Representative. The Landowner requests relocation benefits for moving personal property, replacement housing, or business or farm displacement, to the extent of their eligibility under Wyoming Law.
5. The Department may fence the right-of-way boundary and/or property as directed by the Department's representative before any other construction work is started. Said fencing will be maintained by the Department.
6. There is excepted and reserved from the property all oil, gas, and other minerals that can be removed from the ground without jeopardy to the maintenance or safety of the public use or travel upon the surface estate and without using the surface of the property.

CONSTRUCTION PERMITS

The Landowner hereby grants to the Department, its agents and contractor(s) permission to enter upon the following described areas for construction purposes as stated herein. Permits for said areas are located outside of and adjacent to the right-of-way line and will be of the following widths and lengths:

Parcel 2A - A parcel of land situate in Block 2 of the UPPR First Addition, and also situate in Lots 6 and 7 of the Treasurer adjusted UPPR First Addition, Sweetwater County, Wyoming, located in Lot 3, Section 35, T. 19 N., R. 105 W., 6th, P.M., Sweetwater County, Wyoming, on the left or northerly side, adjoining to the existing right-of-way boundary of Grant Street, 15 feet wide from the westerly boundary of that certain tract of land described in Book 1124 at page 333 of the Sweetwater County records to sta. 101+10, thence 5 feet wide to the proposed right-of-way line of Grant Street.

Said Permit includes all rights of ingress and egress and the right to temporarily operate machinery upon the land. Prior to the completion of construction, disturbed areas will be blended and seeded or sodded where feasible. The use of the above described Permit area(s) will commence upon the date of the awarding of the project by the Transportation Commission of Wyoming, and will have a 1-year duration.

FEDERAL TAX REPORTING

Pursuant to the 1986 Tax Reform Act, the Department may be required to report all or a portion of the herein stated consideration to the Internal Revenue Service. The individual handling of the proceeds of this transaction are the responsibility of the Landowner. In *cooperation with IRS regulations, the Landowner agrees to complete the Department's W-9 form* for the Department's use in reporting as required. **Landowner acknowledges that payment will not be made without a properly completed W-9 form and that incomplete information may delay payment.**

THIS SPACE INTENTIONALLY LEFT BLANK

May 16, 2018

CONSIDERATION

The Department agrees to pay to the Landowner the sum of **Seven Thousand Five Hundred Sixty and 0/100 Dollars (\$7,560.00)** within forty-five (45) working days of the date of the final signature on this Agreement and its possession of the completed W-9 form. Before final payment is made by the Department, the Department may make a title examination to determine if sufficient title to the property is vested in the Landowner. The Department will pay all costs of any necessary abstracting. The Landowner grants to the Department and its contractors the right of immediate entry on the property for survey and preliminary plan preparation. In the event of unacceptable title, the Landowner will cooperate with the Department to clear the title. The Department will pay all costs for quiet title actions, court orders, and any similar expenses incidental to conveying the property to the Department.

SOVEREIGN IMMUNITY

The State of Wyoming and the Wyoming Department of Transportation and the Transportation Commission of Wyoming do not waive sovereign immunity by entering into this contract, and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. §1-39-104(a) and all other state law.

This Memorandum of Agreement is the entire Agreement and there are no additional promises, terms, conditions, stipulations or obligations between the parties. All parties having read the entire Agreement and having full knowledge of the Agreement, its intent, content, and of all clauses contained herein, place their signatures below, acknowledging and giving full and complete approval of this Agreement. By signing below, the Landowner represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. This Memorandum of Agreement shall be binding upon the Landowner, their representatives, heirs, successors or assigns.

Wyoming Department of Transportation

By: _____ Date _____
Lauren Spelts, Right of Way Agent

Carl Demshar, Mayor of The City of Rock Springs,
a Municipal Corporation Date _____

WARRANTY DEED

That for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, the receipt of which is hereby acknowledged and confessed, The City of Rock Springs, a Municipal Corporation, hereinafter called the grantor, hereby conveys and warrants to the **TRANSPORTATION COMMISSION OF WYOMING**, 5300 Bishop Blvd., Cheyenne, WY 82009-3340, its assigns or successors herein called the grantee, the following described lands located in the County of Sweetwater and State of Wyoming, to-wit:

Parcel No. 2

A triangular shaped parcel of land situate in Block 2 of the UPPR First Addition, Sweetwater County, Wyoming, located in Lot 3, Section 35, T. 19 N., R. 105 W., 6th P.M., Sweetwater County, Wyoming;

Commencing at the north quarter corner of said Section 35, said corner being monumented by a nail with shiner, from which the northwest corner thereof bears N. 89° 06' 41.6" W. a distance of 2,631.11 feet, said corner being monumented by a nail;

Thence S. 53° 41' 45.8" W. a distance of 807.49 feet to the southeast corner of said Block 2, **THE TRUE POINT OF BEGINNING;**

thence along the south boundary of said Block 2, N. 88° 37' 04.1" W. a distance of 29.01 feet;

thence leaving said south boundary N. 41° 25' 01.6" E. distance of 45.10 feet to a point on the east boundary of said Block 2;

thence along said east boundary of said Block 2, S. 1° 22' 55.9" W. a distance of 34.53 feet to the point of beginning.

The above described parcel of land contains 501 square feet, more or less.

Grantor hereby covenants with the grantee, that the grantor is lawfully seized of said lands; that said lands are free from encumbrances, and the grantor hereby warrants the title thereto against the lawful claims of all persons whomsoever.

Grantor releases and waives any and all rights under and by virtue of the Homestead Exemption Laws of this State.

Dated this, the _____ day of _____, 2018

Carl Demshar, Jr., Mayor of The City of Rock Springs (Grantor)

ACKNOWLEDGMENT

THE STATE OF _____)
) §
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018,
by Carl Demshar, Jr., Mayor of The City of Rock Springs.

Witness my hand and official seal.

My commission expires

NOTARY PUBLIC

QUITCLAIM DEED

That for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, the receipt of which is hereby acknowledged and confessed, the **City of Rock Springs, a Municipal Corporation**, hereinafter called the grantor, hereby remises, releases and quitclaims to the **TRANSPORTATION COMMISSION OF WYOMING**, 5300 Bishop Blvd., Cheyenne, WY 82009-3340, its assigns or successors herein called the grantee, the following described lands located in the County of Sweetwater and State of Wyoming, to-wit:

Parcel No. 2B

A parcel of land located in the SE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 26, T. 19 N., R. 105 W., 6th P.M., Sweetwater County, Wyoming;

Commencing at the south quarter corner of said Section 26, said corner being monumented by a nail with a shiner, from which the southwest corner thereof bears N. 89° 06' 41.6" W. a distance of 2,631.11 feet, said corner being monumented by a nail;

thence N. 5° 40' 30.0" W. a distance of 973.83 feet to a point on the southwest corner of Block 13 of the Pilot Butte Addition to Rock Springs, said point being monument by an Aluminum cap, PLS 558, THE TRUE POINT OF BEGINNING;

thence N. 57° 23' 51.5" W. a distance of 47.88 feet to the easterly corner of that certain tract of land described in Book 1024 at page 565 of the Sweetwater County records, said corner being on the existing northeasterly right-of-way boundary of Elk Street;

thence along said existing northeasterly right-of-way boundary and along the northeasterly boundary of said tract N. 61° 35' 28.9" W. a distance of 56.85 feet to the southeast corner of that certain tract of land described in Book 120 at page 56 of the Sweetwater County records;

thence continuing along said existing northeasterly right-of-way boundary and along the northeasterly boundary of said tract N. 36° 20' 06.5" W. a distance of 352.57 feet to a point on the southeasterly boundary of the Brooks Addition to Rock Springs;

thence leaving said right-of-way boundary southwesterly along said southeasterly boundary S. 53° 26' 27.1" W. a distance of 65.98 feet to a point on the northeasterly boundary of that certain tract of land described in Book 695 at page 857 of the Sweetwater County records;

thence southeasterly along said northeasterly boundary S. 36° 36' 47.1" E. a distance of 380.80 feet to the easterly corner of said tract;

thence leaving said northeasterly boundary southwesterly along the southeasterly boundary of said tract S. 23° 42' 18.6" W. a distance of 103.14 feet to the south corner of said tract of land, said point also being the west corner of that certain tract of land described in Book 1024 at page 561 of the Sweetwater County records, said point being the beginning of a non-tangent curve, concave southwesterly, the radius of which is 1,472.39 feet and a line tangent to said curve bears S. 24° 49' 12.4" E. a distance of 166.07 feet;

thence leaving said southeasterly boundary, southeasterly along the southwesterly boundary of said tract, along said curve through a central angle of 6° 27' 56.3" an arc distance of 166.15 feet to the point of ending of said curve, the chord being S. 21° 35' 14.3" E. a distance of 166.07 feet, said point being the southwest corner of said tract;

thence leaving said southwesterly boundary along the southerly boundary of said tract N. 83° 02' 04.9" E. a distance of 79.88 feet the southeasterly corner of said tract;

thence leaving said southerly boundary along an extended line of said southerly boundary N. 83° 02' 04.9" E. a distance of 51.93 feet to a point on the westerly boundary of the Pilot Butte Subdivision;

thence along said westerly boundary N. 6° 00' 13.1" W. a distance of 242.30 feet to the point of beginning.

The above described parcel of land contains (65,081 square feet), 1.49 acres, more or less.

The above legal description is to incorporate and supersede those certain deeds as recorded in Book 1024 at page 565, Book 1024 at page 561, and Book 695 at page 857 in the records of the Clerk and Recorder of the County of Sweetwater, State of Wyoming, in whole or in part as they are within the boundaries of said description.

Parcel 2C

A parcel of land located in SE¼SW¼, Section 26, T. 19 N., R. 105 W., 6th P.M., Sweetwater County, Wyoming.

Commencing at the south quarter corner of said Section 26, said corner being monumented by a nail with a shiner, from which the southwest corner thereof bears N. 89° 06' 41.6" W. a distance of 2,631.11 feet, said corner being monumented by a nail;

thence N. 5° 40' 30.0" W. a distance of 973.83 feet to a point on the southwest corner of Block 13 of the Pilot Butte Addition of Rock Springs, said point being monument by an Aluminum cap, PLS 558, **THE TRUE POINT OF BEGINNING**;

thence along the westerly boundary of the Pilot Butte Addition, N. 6° 22' 47.4" E. a distance of 11.65 feet to a point on the proposed right-of-way line of Elk Street;

thence leaving the said westerly boundary along said proposed right-of-way line N. 71° 08' 31.0" W. a distance of 43.99 feet to the easterly corner of that certain tract of land described in Book 1024 at page 565 of the Sweetwater County records;

thence S. 57° 23' 51.5" E. a distance of 47.88 feet to the point of beginning.

The above described parcel contains 250 square feet, more or less.

Grantor conveys and quitclaims to the grantee all the estate, right, title, interest, property, claim demand whatsoever, in law as in equity, and any and all after acquired title of the grantor, in or to the above described premises and every part and parcel thereof, with the appurtenances, tenements and hereditaments there unto belonging.

Grantor releases and waives any and all rights under and by virtue of the Homestead Exemption Laws of this State.

Dated this, the _____ day of _____, 2018

Carl Demshar, Jr., Mayor of The City of Rock Springs (Grantor)

ACKNOWLEDGMENT

THE STATE OF _____)
COUNTY OF _____) §

The foregoing instrument was acknowledged before me this _____ day of _____, 2018,
By Carl Demshar Jr., Mayor of The City of Rock Springs.

Witness my hand and official seal.

My commission expires _____

NOTARY PUBLIC

APPRAISAL REPORT

OF

PROJECT

**ROCK SPRINGS STREETS
SIGNAL AND ADA RAMP UPGRADE
PROJECT NUMBER – B183016
SWEETWATER COUNTY**

PARCEL NUMBER

2

OWNER

The City of Rock Springs

DATE OF VALUE

April 16, 2018

VALUED BY

John R. Sherman, MAI
1422 West 32nd Street
Cheyenne, Wyoming



April 30, 2018

Kevin Lebeda
Right-of-Way Administrator
Wyoming Department of Transportation
5300 Bishop Blvd.
Cheyenne, WY 82009

RE: Rock Springs Streets
Signal and ADA Ramp Upgrade
B183016, Parcel 2
Sweetwater County

Dear Mr. Lebeda:

Pursuant to your authorization, I have prepared appraisals of the acquisitions and temporary acquisitions in the property as captioned above. I have completed my appraisal based on information as shown in the following report. The scope of the appraisal and preceding investigation was directed by the type of property appraised.

The appraisal is made as if the property was free of any hazardous material.

I certify that I have personally inspected this property and assembled data in support of my value conclusions.

Based on the information provided and researched, and subject to the assumptions and limiting conditions stated, it is my opinion that the compensation due the landowners for the temporary and permanent acquisitions as of April 16, 2018, is as stated in the following summary.

Respectfully submitted,

John R. Sherman, MAI
Wyoming State Certified General
Real Estate Appraiser #27 (Exp. 5/3/19)

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ADDENDUM

**WYOMING DEPARTMENT OF TRANSPORTATION
APPRAISAL SUMMARY**

Project: B183016
Road: Rock Springs Streets
Section: Signal & ADA Upgrade
County: Sweetwater County
Parcel: 2

(a) Identification:

Name: City of Rock Springs
Address: 212 D Street
City and State: Rock Springs, 82901
Telephone: (307) 389-8738 Cell (Paul Kauchich)

Legal Description: A parcel of land located in Block 2 of the UPRR First Addition and located in Lots 6 and 7 of the Treasurer adjusted UPRR First Addition Sweetwater County, Wyoming, located in Lot 3 Section 35, also a parcel in the SE1/4SW1/4 of Section 26, all in T. 19 N., R. 105 W., Sweetwater County, Wyoming.

(b) Type of interest being acquired: Fee Simple, and Temporary Taking

(c) Identification of improvements, including fixtures acquired: None


(d) Improvements and fixtures not owned: None

(e) Personal property being acquired: None

(f) Summary of fair market value:

1.	Land	\$	6,760
2.	Temporary Taking(s)	\$	800
3.	Improvements.....	\$	-0-
4.	Damages.....	\$	-0-
5.	Other	\$	-0-
6.	TOTAL.....	\$	7,560

(g) Limiting Conditions: As stated in the Assumptions and Limiting Conditions section of this report.

By: 
John Sherman, MAI
Certified General Permit #27

Date of Report: April 30, 2018

IDENTIFICATION OF THE SUBJECT PROPERTY PARCELS 2 & 2A

The property appraised includes a tract of land consisting of approximately 33,481 square feet. The parcel is improved with a building that, according to the Sweetwater County Assessor's Office, is approximately 5,500+/- sf. It is addressed as 214 Grant Street, Rock Springs, WY. The property is held in the name of the City of Rock Springs. The property is located near the central business district of Rock Springs. The site has frontage on and access to Grant Street. It also has frontage on Center Street. The notch indicated in the Assessor's exhibit is a title error that WYDOT is in the process of correcting.



The legal description is as indicated in the apparent holding deed.

Property Address:
218 GRANT STREET
ROCK SPRINGS, Wyoming 82901

WARRANTY DEED

BRUCE E HOMAN and JUDY M HOMAN, husband and wife, **GRANTORS**, of Sweetwater County, State of Wyoming, for and in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration in hand paid, receipt whereof is hereby acknowledged, **CONVEY AND WARRANT** to THE CITY OF ROCK SPRINGS, Wyoming, **GRANTEE**, whose mailing address is 212 D Street, Rock Springs WY 82901, the following described real estate, situate in Sweetwater County, State of Wyoming, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State, to-wit:

See "Exhibit A" attached hereto

The above described real property is conveyed together with all improvements thereon, and easements, appurtenances and incidents belonging or appertaining thereto, or used in connection therewith; subject, however, to all mining, mineral and other exceptions, reservations, easements, covenants, conditions of record and existing subsidence and flood plain conditions, if any, and rights of way of record.

WITNESS, the hands of said grantors this 18th day of May, 2007.

Bruce E Homan
BRUCE E HOMAN

Judy M. Homan
JUDY M HOMAN

RECORDED 5/22/2007 AT 12:55 PM REC# 1584235 BK# 1091 PG# 8418
STEVEN DALE DAVIS, CLERK of SWEETWATER COUNTY, WYPage 1 of 2

STATE OF: ARIZONA)
COUNTY OF: MOHAVE)SS

The foregoing instrument was acknowledged before me by BRUCE E HOMAN and JUDY M HOMAN, this 18 day of MAY, 2007.

WITNESS MY HAND AND OFFICIAL SEAL.

Nancee L Christensen
Notary Public
My commission expires Dec 28, 2008

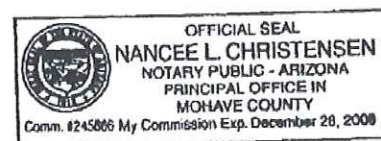


EXHIBIT "A"

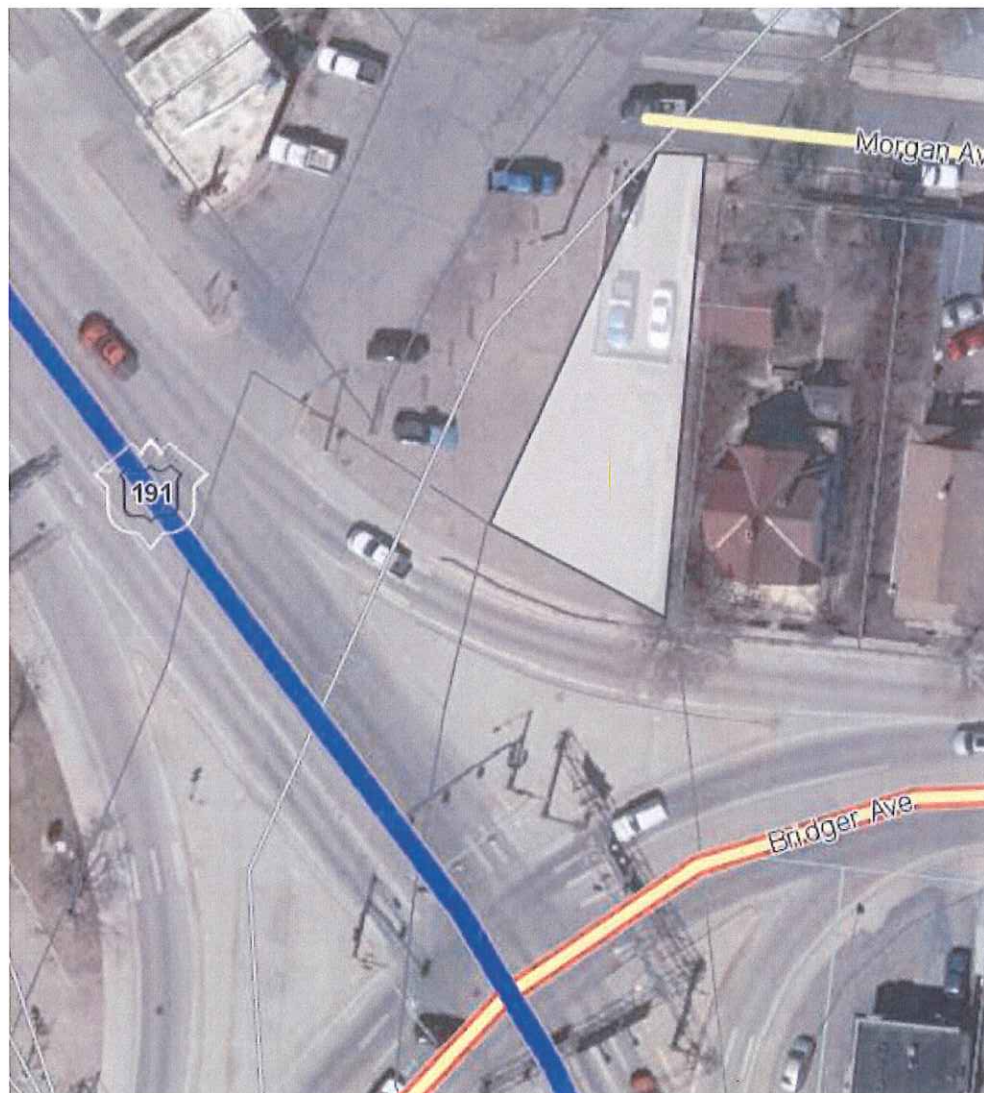
LEGAL DESCRIPTION

A TRACT OF LAND LYING AND BEING IN SECTION THIRTY-FIVE (35), TOWNSHIP NINETEEN (19 NORTH, RANGE ONE HUNDRED FIVE (105) WEST OF THE SIXTH (6TH) PRINCIPAL MERIDIAN SWEETWATER COUNTY, WYOMING, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH LIES NORTH 88°50' WEST ON THE SOUTH LINE OF BLOCK 2 UNION PACIFIC RAILWAY COMPANY'S FIRST ADDITION TO THE CITY OF ROCK SPRINGS SWEETWATER COUNTY, WYOMING, AND SAID SOUTH LINE EXTENDED WESTERLY A DISTANCE OF 150 FEET FROM THE SOUTHEAST CORNER OF SAID BLOCK 2; THENCE NORTH 1°10' EAST A DISTANCE OF 125 FEET TO A POINT ON THE NORTH LINE OF SAID BLOCK 2; THENCE NORTH 88°50' WEST ALONG THE NORTH LINE OF SAID BLOCK 2 EXTENDED WESTERLY, A DISTANCE OF 60 FEET TO A POINT; THENCE SOUTH 1°10' WEST PARALLEL TO THE EAST LINE OF SAID BLOCK 2, A DISTANCE OF 125 FEET TO A POINT ON THE SOUTH LINE OF SAID BLOCK 2 EXTENDED WESTERLY; THENCE SOUTH 88°50' EAST ALONG SAID EXTENDED LINE A DISTANCE OF 60 FEET TO THE POINT OF BEGINNING.

IDENTIFICATION OF THE SUBJECT PROPERTY PARCEL 2C

The property appraised includes a tract of land consisting of approximately 3,868 square feet. The parcel is vacant and is part of a larger remnant area that the City of Rock Springs acquired several years ago from the Union Pacific Railroad. The property is held in the name of the City of Rock Springs. The property is located on the north side of the Elk Street, Bridger Avenue and Center Street intersection near the central business district of Rock Springs. The site has frontage on Elk Street, but no access. Access is acquired from Morgan Avenue on the back of the lot. .



FIVE YEAR SALES HISTORY

The apparent holding deed for Parcels 2 and 2A is a Warranty Deed signed by Bruce and Judy Homan in May of 2007. The City has held the property for over five years. The City acquired the Parcel 2C property several years ago from the Union Pacific Railroad.

TAX AND ASSESSMENT ANALYSIS

Wyoming has a relatively low property tax rate, thus tax is not as significant to the appraisal problem as it may be in other parts of the country. Sweetwater County is using a market value system. The property's market value is estimated. The assessed value is then calculated at 9.5% of the market value. The mill levy is applied to the assessed value to estimate the taxes. The assessor information can be found below. (This property is tax exempt.)

Detail of R0122015

Parcel
PIDN: 1905-35-2-00-008-01
Tax District: 0151
Property Owner(s): CITY OF ROCK SPRINGS
Mailing Address: 212 D ST
ROCK SPRINGS, WY 82901-6235
Street Address: 214 GRANT ST
Deed: 1091 WD 0418, 05/21/2007
Location: T19N R105W SEC 35 NE4NW4 5 TRS - TRS ADJ UPRR 1ST RS BLK 2 ADJ
MONTGOMERY WARD'S ACCT EXEMPT/NO ACCT IN COUNTY

Detail of R0122022

Parcel
PIDN: 1905-35-2-00-017-00
Tax District: 0151
Property Owner(s): FORSHAW JUDITH M C/O VONREMBOW JUDITH
Mailing Address: 1700 SWANSON DR LOT 73
ROCK SPRINGS, WY 82901-6030
Street Address: 220 GRANT ST
Deed: 0148 CONV 0185, 11/13/1945
Location: T19N R105W SEC 35 NE4NW4 TR - TR ADJ BLOCK 2 UPRR 1ST
2018 Market Value: \$ 20,000 (\$ 20,000 Land + \$ 0 Improvements)
2018 Assessed Value: \$ 1,900
The characteristics shown below may not be reflected in the values shown above.

This parcel is the "notch" in the subject that is held in private ownership and taxed. It is only 2,326sf in size and is a title error that WYDOT is correcting. It will be held by the City of Rock Springs when the title error is corrected.

ASSUMPTIONS AND LIMITING CONDITIONS

Acceptance of and/or use of this appraisal report constitutes acceptance of the following assumptions and limiting conditions.

Possession of this report, or a copy thereof, does not carry with it the right of publication and it may not be reproduced without written consent of the appraiser, and then only in its complete form.

This appraisal is meant to be used only in whole and not in part. The removal or loss of any portion of this report invalidates the entire appraisal.

Neither all, nor any part of the contents of this report, or copy thereof, shall be used for any purpose other than that stated or by anyone other than the client, without the previous written consent of the appraiser; nor shall it be conveyed by any means to the public through advertising, public relations, news, sales, or other media, without the written consent and approval of the author, particularly as to the value conclusions and the identity of the appraiser.

This report has been made in conformance with the ethics and standards of practice as understood by the appraiser, as set forth by the Appraisal Institute and the Analysis Foundation.

The value estimate in this appraisal is based on market conditions as of the date of value and cannot be applied to other dates in the past or future.

Where the value of various components of the property are shown separately, the value of each is segregated only as an aid to better estimating the value of the whole; the independent value of the various components may, or may not, be the market value of the component.

No responsibility is assumed for matters which are of a legal nature. Fee Simple Title is assumed to be vested in the named owner. This appraisal does not include any title investigation and no warranty of title is expressed or implied.

The appraiser has inspected, insofar as possible, by observation, the land and improvements. However, it is not possible to personally observe conditions beneath the soil or hidden in the structure. Therefore, no representation is made herein as to these matters unless specifically considered in this report. It is assumed that there are no unapparent conditions of this property which would lend it more or less valuable.

Information furnished by others is assumed to be true, correct, and reliable. A reasonable effort has been made to verify such information; however, no responsibility for its accuracy is assumed by the appraiser. Drawings and copies of photos in the report are intended as visual aids and should not be construed as engineering reports or surveys.

It is assumed that there is full compliance with all applicable federal, state, or local environmental regulations and laws unless noncompliance is stated, defined, or considered in this report.

It is assumed that all required licenses, consents, or other legislative or administrative authority

from any local government, state government, national government, private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

It is assumed that the utilization of the land and improvements is within the boundaries of the property lines of the property described and that there is no encroachment or trespass unless noted within the report. The legal description in this report is assumed to be correct, but the appraiser takes no responsibility as to its correctness.

Comparable sale data is based on courthouse records, exterior visual inspection, and information provided by the person who verified the transaction. This information is believed to be accurate, however it is in no way warranted by the appraiser.

Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, gasoline, oil, urea-formaldehyde foam insulation, or other potentially hazardous materials, may affect the value of the property. The value estimate is predicated on the assumption that there are no such materials on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions or for any expertise or engineering knowledge required to discover them.

SPECIAL ASSUMPTIONS

This entire report is subject to these limiting conditions, and by the act of using or accepting this report, the client (Wyoming Department of Transportation) acknowledges that the client has read and agrees to such. The appraiser's responsibility is limited to the client, and use of the appraisal by third parties shall be at the risk of the client and/or third parties.

PURPOSE OF THE APPRAISAL

The value to be estimated is the just compensation due the property owner of the subject property for the acquisition as of the effective date of the appraisal.

As stated, the purpose of this report is to estimate "just compensation" due the landowner for this acquisition. The term just compensation, as used in this context, originates in the Fifth Amendment to the United States Constitution. The pertinent portion of this amendment is quoted as follows "... nor shall private property be taken for public use, without just compensation ...". Modeled after the Fifth Amendment, Section 33 of the Wyoming State Constitution indicates that: "Private property shall not be taken or damaged for public or private use without just compensation."

It is generally understood that pure "Just Compensation" can only be determined by a jury or judge. The term "compensation" is used in this report to refer to the amount estimated to be fair payment for the property rights taken as part of the project. Compensation is defined in the "Wyoming Eminent Domain Act". The pertinent sections of this act are quoted below:

W.S. 1-26-702 COMPENSATION FOR TAKING: (subsection b) *"If there is a partial taking of property, the measure of compensation is the greater of the value of the property rights taken or the amount by which the fair market value of the entire property immediately before the taking exceeds the fair market value of the remainder immediately after the taking."*

Fair market as defined by Wyoming State Statute:

W.S. 1-26-704 FAIR MARKET VALUE DEFINED:

(i) *The fair market value of property for which there is a relevant market is the price which would be agreed to by an informed seller who is willing but not obligated to sell and an informed buyer who is willing but not obligated to buy;"*

(ii) *The fair market value of property for which there is no relevant market is its value as determined by any method of valuation that is just and equitable;*

(iii) *The determination of fair market value shall use generally accepted appraisal techniques and may include:*

(A) *The value determined by appraisal of the property performed by a certified appraiser;*

(B) *The price paid for other comparable easements or leases of comparable type, size and location on the same or similar property;*

(C) *Values paid for transactions of comparable type, size and location by other companies in arms length transactions for comparable transactions on the same or similar property.*

Generally accepted appraisal techniques and courts have held in the past that transactions involving parties with the power to exercise eminent domain do not fall under the definition requiring parties who have no obligation to buy or sell. However, the Wyoming Legislature's

addition of (A) and (B) to the act in 2007 has been interpreted by the Wyoming Supreme Court to allow those types of transactions when estimating the value of the acquisition.

The use of this definition is required by law, although this definition does not conform to the Uniform Standards of Professional Appraisal Practice, Standards Rule 1-2, Section b; which indicates that if the value to be estimated is market value, the type of financing which will be considered to be "market" must be stated. The use of the legal definition falls under the Jurisdictional Exception of the Uniform Standards

The fair market value definition used in this report is the definition from the "Wyoming Eminent Domain Act". The use of this definition is a "Jurisdictional Exception" as allowed by the Uniform Standards of Professional Appraisal Practice. This definition is discussed further under Value Definition section of this report.

The fact that the appraiser is specifically required not to consider the effects of the public improvement which is the subject of this report is also a "Jurisdictional Exception". The appraiser indicates that any change in value of the subject caused by the project will not be considered. This is required under Section 1-26-705 of the Wyoming Eminent Domain Act. The applicable portion of this law is quoted below:

"1-26-705. Effect of Condemnation action on value. (a) The fair market value of the property taken, or of the entire property if there is a partial taking, does not include an increase or decrease in value before the date of valuation that is caused by:

(i) The proposed improvement or project for which the property is taken;

(ii) The reasonable likelihood that the property would be acquired for that improvement or project;

(iii) The condemnation action in which the property is taken.

INTENDED USE AND USER OF THE APPRAISAL

The intended use of this appraisal is to aid in or support decisions related to the acquisition of the needed property for the project for the benefit of the Wyoming Department of Transportation. The intended user of this report is The Wyoming Department of Transportation.

PROPERTY RIGHTS APPRAISED

The interest estimated is fee simple interest for highway right-of-way, and a temporary use interest in the property during construction.

DATE OF VALUATION

The date of value of the property is April 16, 2018, which is one of the days that I viewed the subject property.

SCOPE OF THE APPRAISAL

Subject Property Inspection & Research:

I viewed and photographed the subject parcels on April 16, 2018. This project involves installing ADA ramps and traffic signal upgrades which result in an acquisitions at three different intersections in Rock Springs. In the case of Parcel 2 the acquisition is a triangle approximately 34.53' wide along Center Street and 29.01' wide along Grant Street for a total of approximately 501 square feet. Parcel 2C is a small triangle on the north side of the intersection of Elk Street, Bridger Avenue and North Center Street. Peter Stinchcomb, P.E., Resident Engineer indicated that the acquisition on Center and Grant will not impact the ability of the City to access the property and that he has discussed this with City officials.

Market Data:

Real estate professionals and property owners were contacted in the process of confirming comparable sales and discussing the project. Information provided by these sources as well as publications was used to determine the market strength.

Comparable Sales:

The Casper "state wide" multi-list was used to do initial research for comparable land sales in the Rock Springs area. During landowner interviews they were asked if they were aware of any comparable sales. Also, Sweetwater Courthouse Records were research for transactions near the subject property. After preliminary data was located on the comparables, Realtors, appraisers, or sellers/buyers involved in the sales were contacted to confirm the transactions. The comparable sale and listings used were viewed and photographed.

Approaches to Value:

The Direct Sales Comparison Approach was developed in this appraisal and used to estimate a fair market unit value of the subject site. The value of the improvements was not estimated as the acquisition and construction permit do not impact the value of the improvements on the property. Neither the Cost Approach nor the Income Approach are used, as they would not be helpful in providing a credible opinion of value of the site. Site improvements such as fencing, sprinkler systems, and pavement impacted by the construction will be repaired or replaced as part of the contract.

CERTIFICATE OF APPRAISER

I hereby certify:

That I have personally inspected the exterior of the property herein analyzed and that I have also made a personal field inspection of the comparable sales relied upon in making said appraisal. The subject and the comparable sales relied upon in making said appraisal were as represented in said appraisal.

That to the best of my knowledge and belief, the statements of fact contained in the appraisal herein set forth are true, and the information upon which the opinions expressed therein are based is correct; subject to the limiting conditions therein set forth.

That my compensation or my engagement for this assignment are not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

That I have no personal interest or bias with respect to the subject matter of this appraisal report or the parties involved and that I have not completed an appraisal, consultation or an analysis of this property in the last three years.

That this appraisal was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

That this appraisal report sets forth all of the assumptions and limiting conditions affecting the analysis, opinions, and conclusions contained in the report.

That no one provided significant professional assistance to the person signing this report.

That the reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

That I prepared this report in conformity with the appropriate state laws, regulations, policies, procedures applicable to appraisal of right-of-way for such purposes, and that no portion of the value assigned to such property consists of non-compensable items under the established law of said state.

That I understand this report may be used in connection with the acquisition of right-of-way for a project to be constructed by the State of Wyoming with the assistance of federal-aid highway funds, or other federal funds.

That I have not revealed the findings and results of this report to anyone other than the proper officials of the acquiring agency of said state or officials of the Federal Highway Administration, and will not reveal the information until duly authorized by said officials, required to so by due process of law, or released from this obligation by publicly testifying as to such findings. The exception to this confidentiality certification concerns that of the duly authorized representatives from the Wyoming State Board of Certified Real Estate Appraisers. If reviewed by said board, they must abide by the above stated confidentiality requirements.

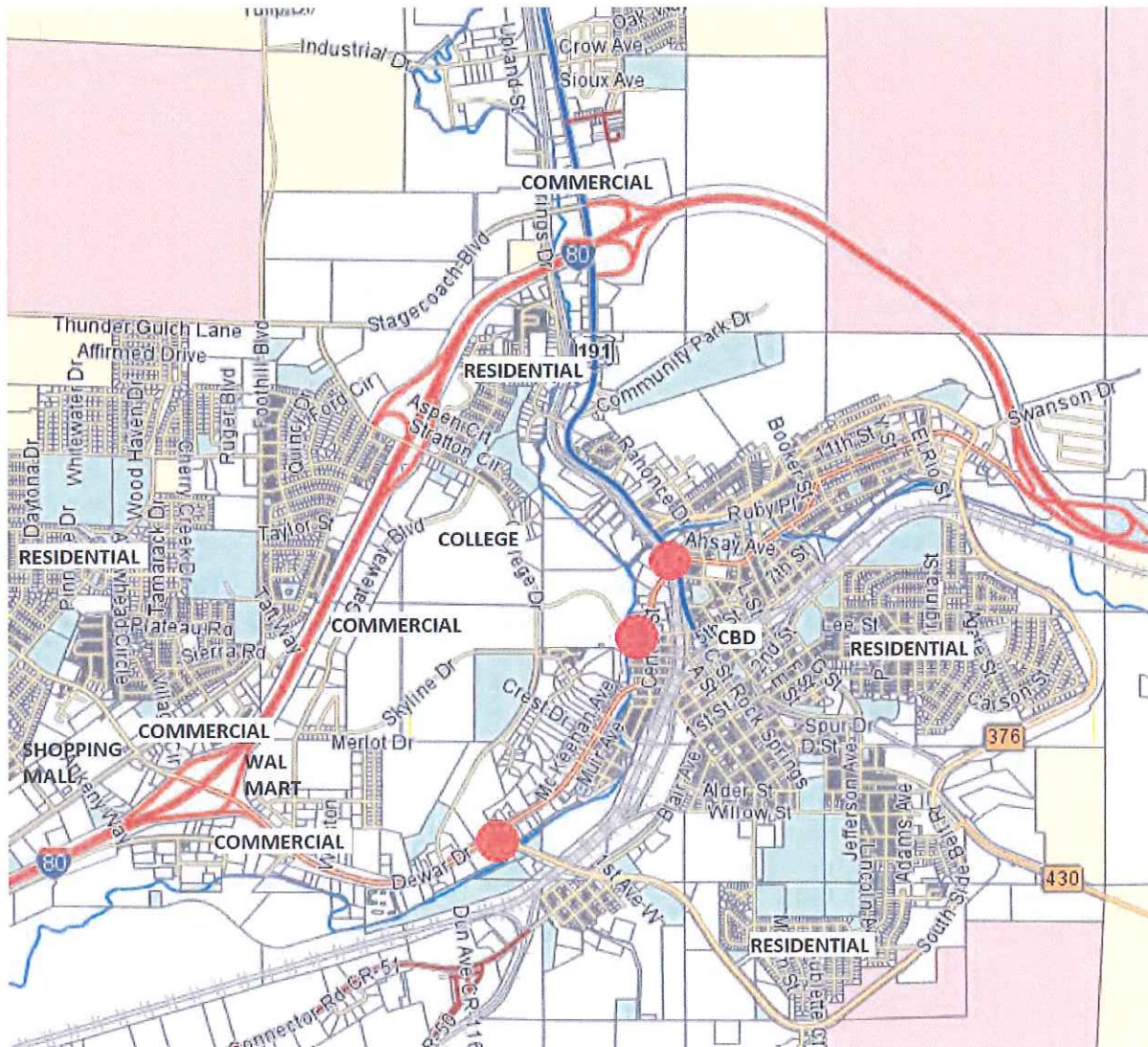
That I provided the owners or the designated representatives of this property an opportunity to accompany me on an observation of their property.

That I am currently certified under The Appraisal Institute's continuing education program and state certified as a General Appraiser with the certification number of 27. That my opinion of the market value of the real estate, as of the 16th day of April, 2018, is as stated in the following parcel report.



John Sherman, MAI
Wyoming State Certified General
Real Estate Appraiser #27 (Exp. 5/3/19)

LOCATION ANALYSIS



The subject project involves acquisitions at three different intersections along the old U.S. Highway 30 route through Rock Springs. The intersections are located north and west of the center of Rock Springs. Rock Springs is the fourth largest city in Wyoming with a 2010 census **population of 23,036 and a current estimated population of 23,869**. There are approximately 20,000 additional people living in rural areas surrounding the city of Rock Springs and in Green River in Sweetwater County. Rock Springs is located in the southwest portion of Wyoming, approximately 190 miles east of Salt Lake City, Utah, along Interstate 80. The city was created in 1867 when it was selected as the division point for the railway. The city is bisected by the Union Pacific Railroad main line running east-west through the center, with the original town developed both north and south of the tracts near Bitter Creek. The city has expanded in clumps due to the terrain. Today the economic base is strongly tied to the mineral industry, with many of the largest employers involved in minerals such as trona, coal, oil or gas. Other major employers include the Union Pacific Railroad and Western Wyoming College. Following are two lists of the major employers in Sweetwater County.

Representative Industry Employers

Organization	Industry	Employees
Tronox	Trona Mining & Production	956
TATA Chemicals	Trona Mining & Production	546
Bridger Coal Company	Coal Mining	510
Solvay Chemicals	Trona Mining & Production	460
Ciner	Trona Mining & Production	418
Halliburton	Oil & Gas	354
Bridger Power Plant	Coal Production & Power	343
Schlumberger	Oil & Gas	335
Simplot	Fertilizer & Amonia	291
Union Pacific Railroad	Transportation	205
Black Butte Coal	Coal Production	181
Church & Dwight	Baking Soda	100
Basic Energy	Oil & Gas	46

Representative Employers

Organization	Industry	Employees
Sweetwater County School District #1	Education	1,365
Tronox	Trona Mining & Production	956
Sweetwater County School District #2	Education	558
Tata Chemicals	Trona Mining & Production	546
Bridger Coal Company	Coal Mining	510
Solvay Chemicals	Trona Mining & Production	460
Ciner (Formerly OCI)	Trona Mining & Production	418
Memorial Hospital of Sweetwater County	Healthcare	401
Halliburton	Oil and Gas	354

(Source: Rock Springs Chamber of Commerce)

Although the city has some diversity with the types of minerals mined, the major factor impacting the area is mining. The school district employment is dependent on the population of the area, as is the hospital employment.

Annually, Sweetwater County produces on average:

- 8.9 million tons of coal
by Jim Bridger and Black Butte coal mines
- 18.6 million tons of soda ash
by the Solvay, Tata, Tronox and Ciner trona mines
- 287 tons of uranium
by UR Energy at Lost Creek Mine
- 5.2 million barrels of oil and 237 million cubic feet of natural gas

Source: Sweetwater Board of County Commissioners

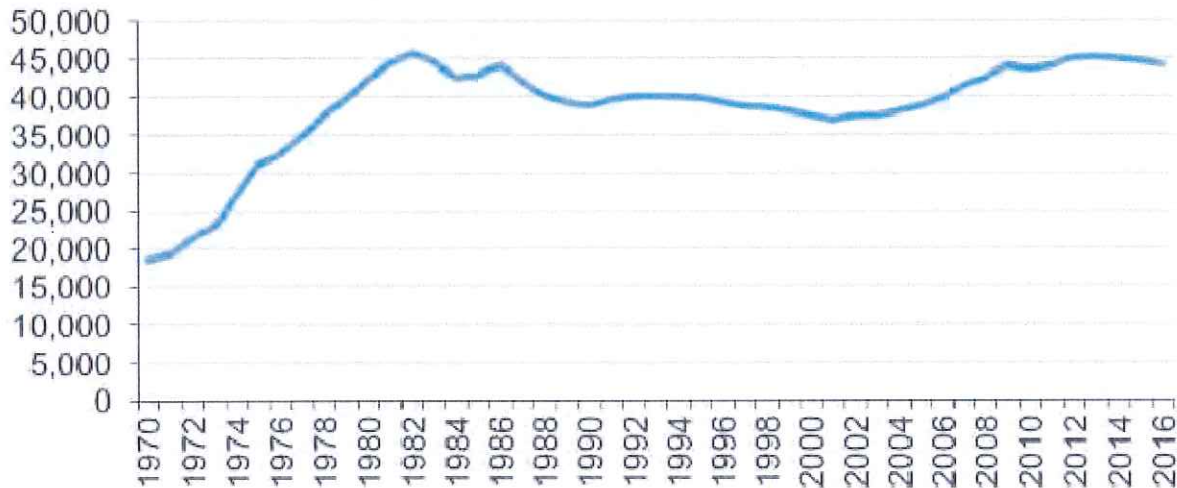
Rock Springs has a boom and bust history. It has been experiencing a dramatic drop in activity in oil and gas exploration and mining. Haliburton now has only 354 employees in the area, which is half what it had in 2012. The unemployment rate hit a low of 2.1% in August of 2008. This spiked in January of 2010 at 8.7%. It has stabilized somewhat and is now at 4.2%.

Average Annual Unemployment Rate, Sweetwater County, WY

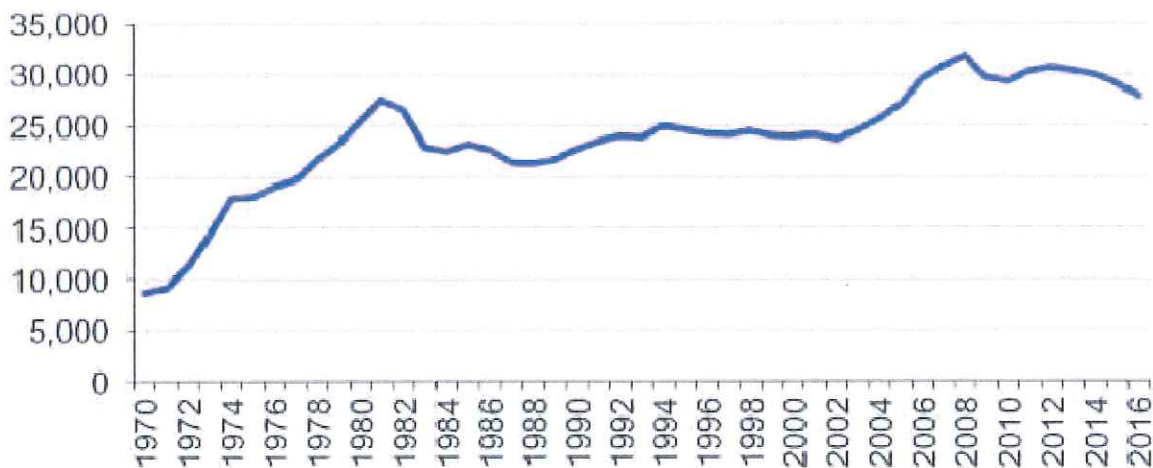


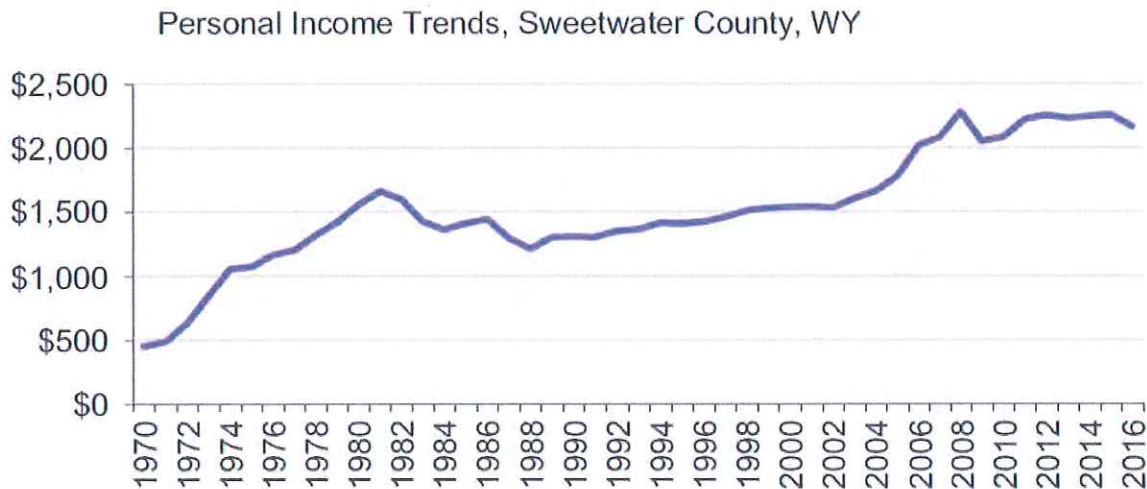
The challenge with Sweetwater County and Wyoming in general is that the Unemployment Rate does not tell the whole story, as unemployed workers leave the area quickly to find employment in other locations. The population and employment trends for the County are presented below. Notice the drop between 2015 and 2016. This has continued with a 1.6% drop in population in 2017.

Population Trends, Sweetwater County, WY



Employment Trends, Sweetwater County, WY





Personal income is also showing a drop. With a drop in population there comes a drop in demand for goods and services. The table below indicates the drop in sales tax collected in Sweetwater County and the drop in lodging tax collected in Rock Springs.

	2015	2016	2017
Sales Tax Sweetwater County	\$54.7 Mil	\$45 Mil	\$41.7 Mil
Lodging Tax Rock Springs	\$554,967	\$768,924	\$685,497

This indicates a 7.3% drop in sales in Sweetwater County between 2016 and 2017. The drop in employment and population also pushes down the demand for real estate. Currently there is very little new construction taking place and few commercial land sale transactions. Of the four comparable land sales used in this analysis, one was developed with a new car wash, one was purchased by an adjoining landowner for additional parking, one was purchased by an investor to flip at a higher price, and the other was purchased for a new eye clinic that after three years has not been constructed.

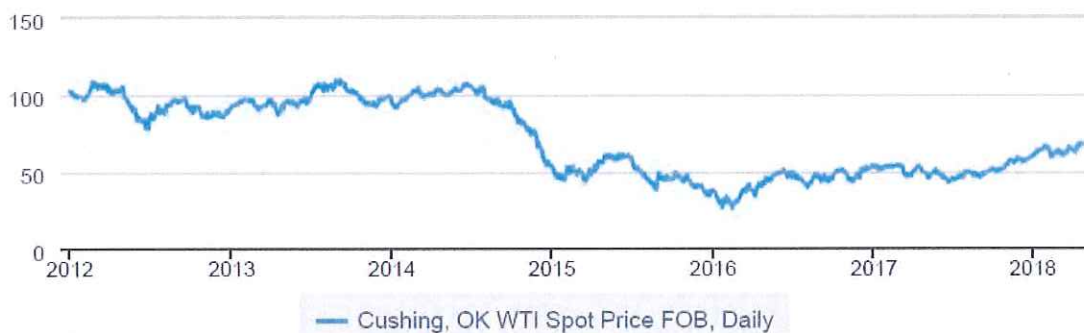
All of these economic indicators paint a picture of a continued downturn in Rock Spring's economy. For a more direct look at the Commercial Real Estate Market, data from the Multi-list service is presented in the table below:

Year	Avg Days on Mkt	Total Properties Sold	Avg Sale Price
2011	177	3	\$192,333
2012	235	4	\$592,500
2013	141	10	\$639,186
2014	129	2	\$256,000
2015	82	10	\$491,300
2016	239	10	\$968,700
2017	216	4	\$157,500
2018	394	4	\$396,250

As can be seen, the activity is fairly sporadic, with 10 closed commercial sales in 2013, 2015 and 2016, while the rest of the years are only seeing two to four sales per year. It looked like a trend up developing in 2015 and 2016. This tapered off again in 2017, however there have been four sales already in the first quarter of 2018. This fits with the information provided by interviews of local Realtors. Becky Costantino and Blain Tate of Brokerage Southwest, James Lever of ReMax Mountain Realty, Brian Smith of Rock Springs Realty, and Brian Marincic of HomeSmart CH4 Realty Group were contacted. The general feel was the market was slow to steady, with indications that more recently there had been more calls and more interest.

Cushing, OK WTI Spot Price FOB, Daily

Dollars per Barrel



THOMSON REUTERS

[Source: U.S. Energy Information Administration](#)

Oil prices continue on a slow and bumpy increasing trend which would continue to help the local economy, and more recently the State Economists are indicating that jobs in the coal and mining fields are returning to the state. In summary, the Rock Springs economy has taken its hits, and until very recently continued to show signs of declining. However, very recent preliminary information indicates the market maybe improving, although very slowly.

DESCRIPTION OF THE SUBJECT PROPERTY PARCELS 2 & 2A

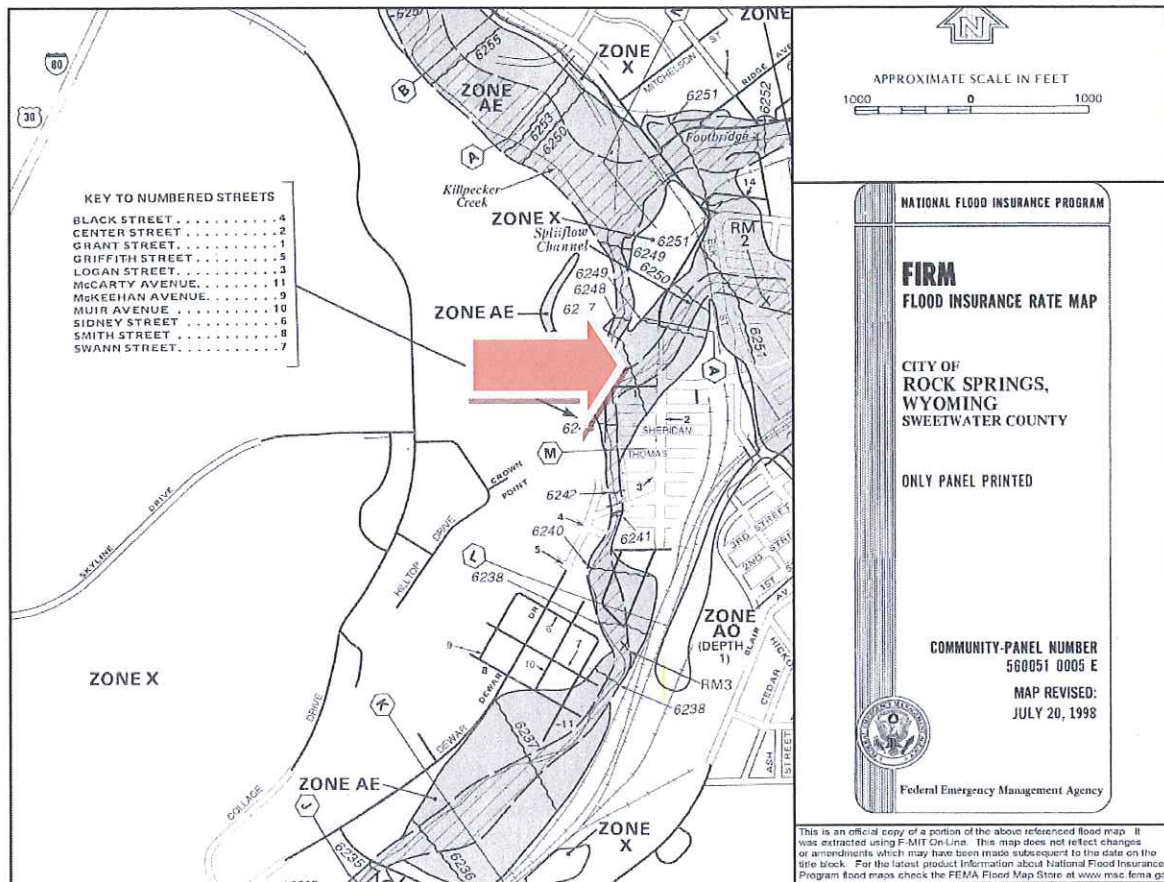
SITE:

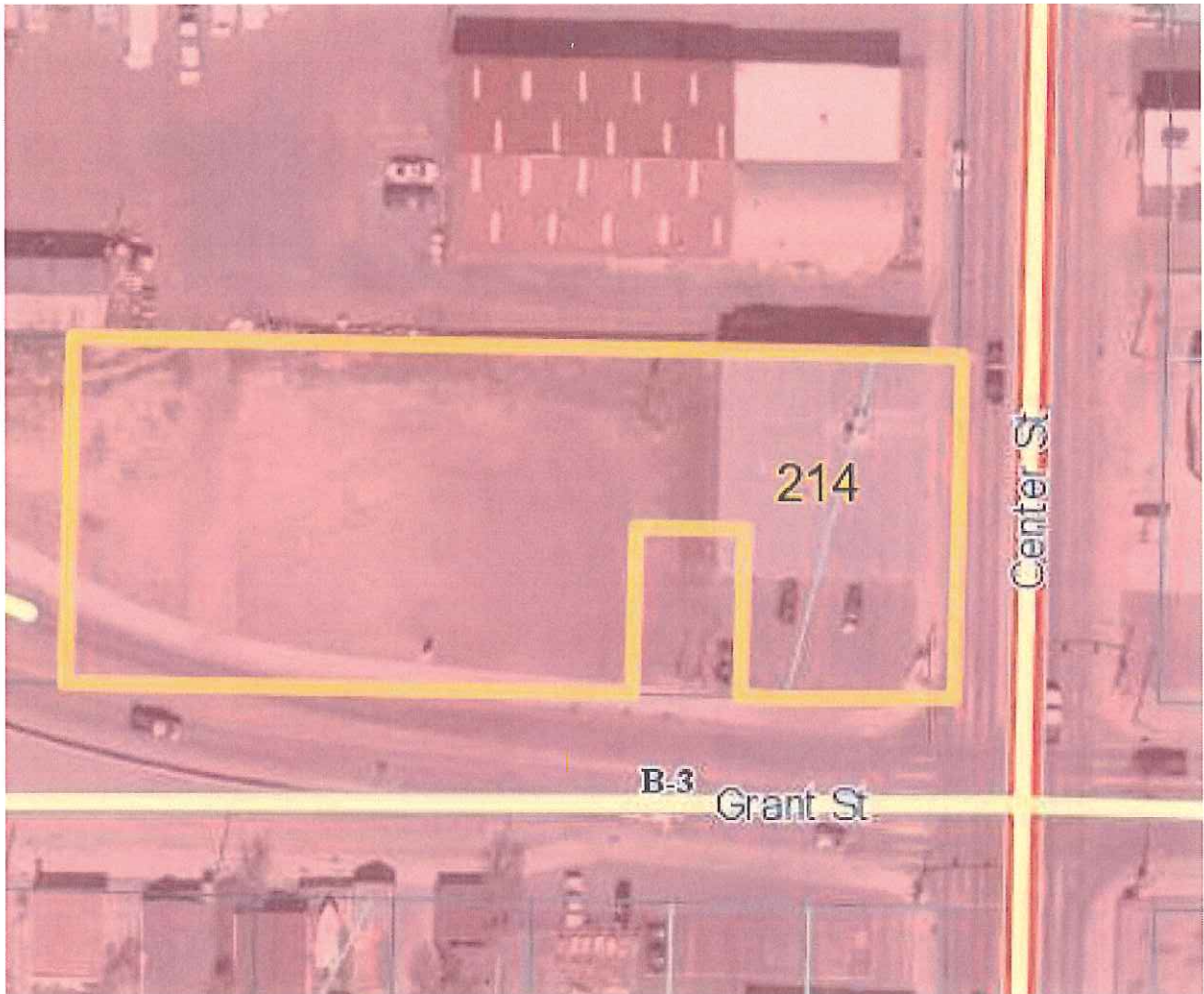
The subject property is located at 214 Grant Street, Rock Springs, Wyoming. The affected portion of the subject property is a portion of Block 2, of the UPRR First Addition, Sweetwater County, Wyoming.



The building is located in the northeast corner of the site. The remainder of the site is vacant. The tract is long and thin with approximately 320' of frontage on Grant Street and 120' of frontage on Center Street. The Sweetwater County Assessor records indicate a total size of 33,481 square feet. The notch indicated in the Assessor's map is a title error to be corrected by WYDOT.

Based on the FEMA flood map the subject site is in a Flood Zone, as Bitter Creek runs south-north through this area just west of the subject. However, this map is dated 1998 and there have been several changes in this area, including the extension of Grant Street since that time.





The tract is zoned B-3 for Central Business Zone. A description of this zone from the Rock Springs zoning ordinance is quoted below:

A. Purpose.

The purpose of the Central Business Zone (B-3) is to allow the development of commercial retail and service establishments with carefully integrated multiple-family residential, entertainment, and public parking facilities in the "downtown" sector of the City. The Zone encourages development to take place in an intensive fashion to facilitate pedestrian circulation and to maximize the use of valuable locations.

B. Principally Permitted Uses.

(1) All Principally Permitted Uses of the Community Business Zone (B-2), with the exception of a sexually oriented business. Wireless telecommunications facilities shall meet the provisions of 13-814 of this ordinance. (Ord. No. 2007-25, 1-2-08; Ord. No. 09-16, 10-6-2009).

(2) Multi-family Structures.

(3) Dwelling unit(s) accessory to a commercial building. (Ord. No. 90-11, 1-15-91).

C. Conditionally Permitted Uses.

The following Conditionally Permitted Uses may be allowed in the Central Business Zone (B-3):

- (1) Automobile service stations, subject to the regulations of Article 13-808.C.(1) of the Ordinance.
- (2) Automobile washing establishment, subject to the regulations of Article 13-808.C.(2) of the Ordinance.
- (3) Convenience food restaurants, subject to the regulations of Article 13-808.C.(3) of this Ordinance.
- (4) Heliports, subject to the regulations of Article 13-808.C.(4) of this Ordinance.
- (5) Child Care Center or Family Child Care Center, in accordance with the provisions of §13-816. (Ord. 2012-01, 3/20/12)
- (6) Nursing homes and rest homes (Ord. No. 88-09, 6-21-88; Ord. No. 90-10, 9-19-90).
- (7) Adult Daycare Center, subject to the requirements of Section 13-807.C.(5). (Ord. No. 93-15, 9-7-93).
- (8) Crematory.
- (9) Contractor's Offices, Shops, and Yards, subject to the following:
 - (a) Unpaved parking areas or storage areas are strictly prohibited.
 - (b) Contractor businesses involving the use or storage of industrial vehicles, industrial equipment, industrial materials, or heavy machinery including earth moving, road building, and excavation machinery, are strictly prohibited.
 - (c) Hazardous materials storage is prohibited unless approval is first obtained from the City of Rock Springs Fire Inspector.
 - (d) Fabrication, welding, or similar activities causing noise, smoke, dust, odor, vibration or glare are prohibited.
 - (e) Screening fencing made of either vinyl, wood, or masonry materials for the entire perimeter of all exterior, outdoor storage yards shall be required. Chain link fencing with slats will not be considered an acceptable screening material.
- (10) Indoor Shooting Range. (Ord. 2017-07, 7/5/17)
(Ordinance 2016-04, 08-2-16.)

D. Permitted Accessory Uses

- (1) Business signs consistent with Article 8, Section 13-818 of this Ordinance. (Amended Ord. 2011-06, 5-6-11; Amended Ord. 2012-06, 6/5/12)
- (2) Wind energy conversion systems, in accordance with the provisions of §13-817. (Ord. 2011-06, 5-6-11)

E. Setbacks and Height

- (1) There are no setback requirements for buildings or structures with the exception of the following:
 - (a) Multi-family structures shall have interior side and rear lot line setbacks as provided in Section 13-805.G.(1).
 - (b) Gasoline dispensing pumps shall be set back at least 25 feet from a public right-of-way and at least 40 feet from any side or rear lot line.
 - (c) Buildings shall be set back at least 20 feet from any Residential Zone boundary.
- (2) Parking lots shall be set back from property lines as follows:
 - (a) Front 4 feet
 - (b) Interior side and rear 3 feet
 - (c) Corner side 4 feet
 - (d) Residential Zone boundary 3 feet

(3) The maximum height of any structure shall be 100 feet, except that buildings over 45 feet in height shall be subject to additional fire protection as determined by the Fire Chief.

F. Lot Width and Lot Area

(1) There is no minimum lot width.

(2) Minimum lot area shall be determined by building area, parking requirements and required setbacks.

G. Screening

All Principal and Accessory Uses shall be screened from view from adjacent Residential Zones as described in 13-815.B.(2).

H. Landscaping.

All areas not designated for buildings, circulation, parking or storage shall be landscaped as described in 13-815.C.

(97-12, Amended, 12/02/1997; 96-12, Amended, 08/20/1996)

SUMMARY

The subject consists of a 33,481+/- square foot site located in a commercial zoned area and within a FEMA designated flood zone. The property is improved with a commercial building that will not be impacted by the proposed acquisition.



The acquisition area



Looking east along Grant Street at the acquisition area



Looking north across Grant Street at the subject along Center Street

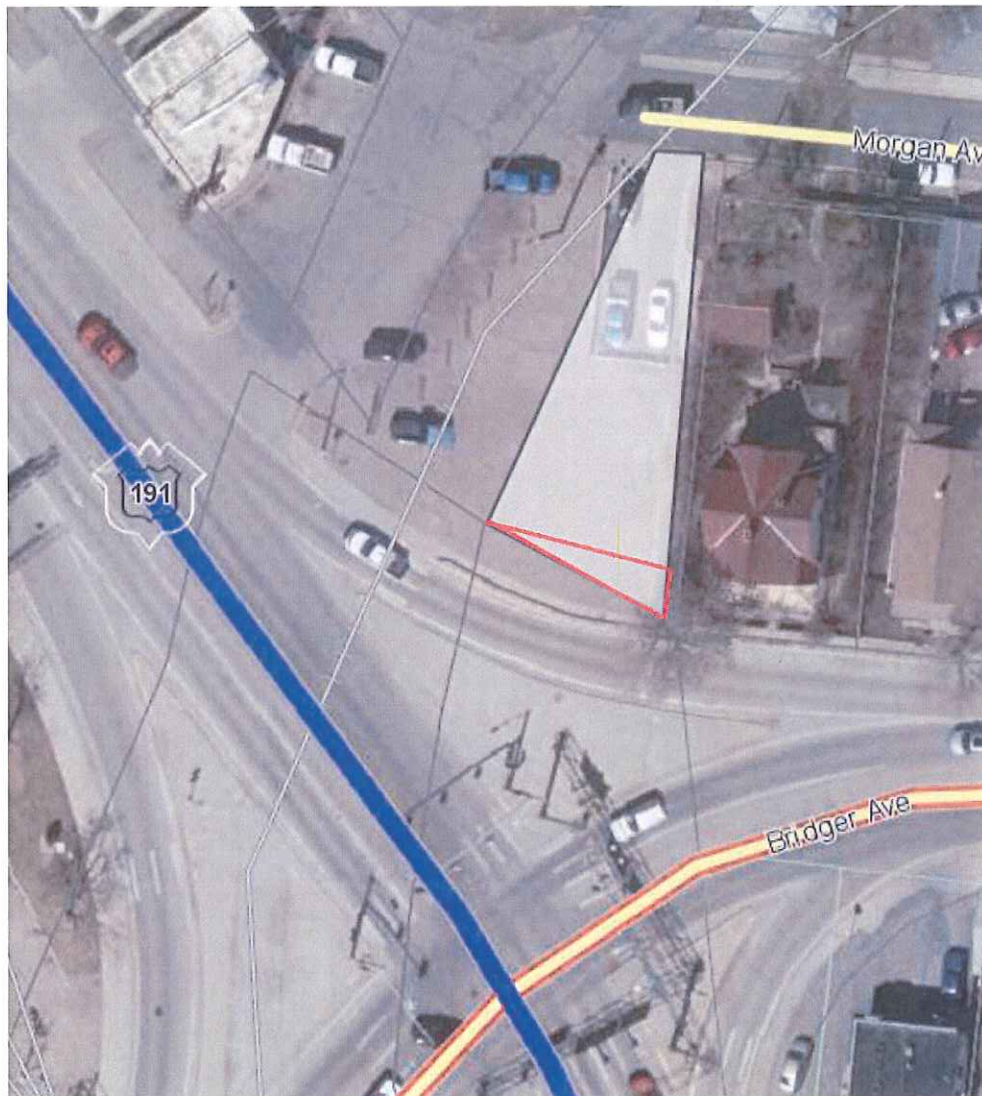


Looking east at the temporary taking area.

DESCRIPTION OF THE SUBJECT PROPERTY PARCEL 2C

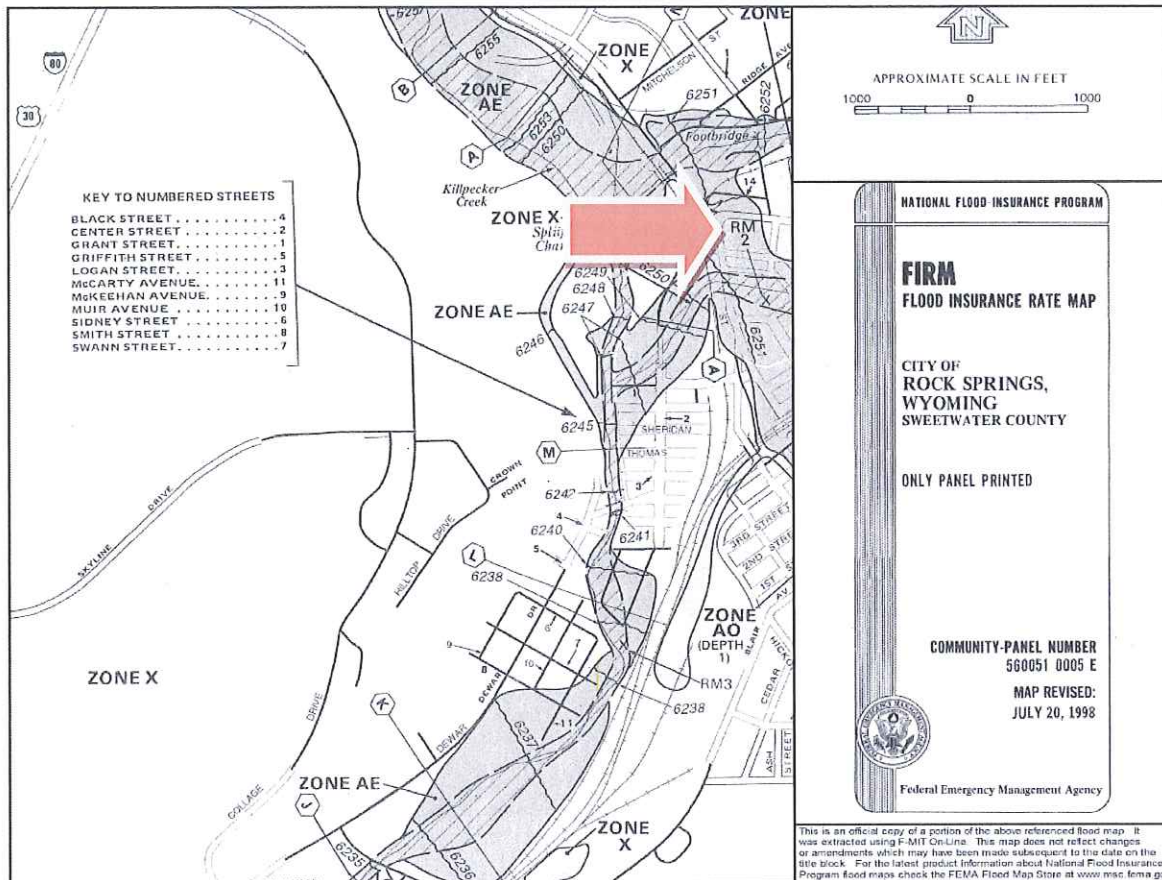
SITE:

The subject property is located at north of the intersection of Elk Street and Bridger Avenue, Rock Springs, Wyoming. The affected portion of the subject property is a portion of a tract in the SE1/4SW1/4 Section 26, T. 19 N., R. 105 W., Sweetwater County, Wyoming.



The site is vacant except for jersey barrier placed near the north end. The property is used for parking. It adjoins a larger tract owned by UP and leased to a local business for parking on the west. The east is bordered by a lot improved with a single family residence. The tract is irregular in shape and is part of a remnant that is long and thin and once was part of the Union Pacific Railroad right of way. The total size is estimated at 3,868 square feet. This is based on aerial mapping, not a survey.

Based on the FEMA flood map, the subject site is in a Flood Zone, as Bitter Creek runs south-north through this area just west of the subject. However, this map is dated 1998 and there have been several changes in this area, including the extension of Grant Street since that time.





The tract is zoned B-2 for Community Business Zone. A description of this zone from the Rock Springs zoning ordinance is quoted below:

13-808 Community Business Zone (B-2)

A. Purpose.

The purpose of the Community Business Zone (B-2) is to provide for low intensity, retail or service outlets which deal directly with the consumer for whom the goods or services are intended. The uses allowed in this district are to provide goods and services on a community market scale and located in areas which are served by arterial street facilities.

B. Principally Permitted Uses.

- (1) Animal Grooming
- (2) Animal hospital, clinic and kennel providing the establishment and animal runs are completely enclosed in building.

- (3) Antique shop and store.
- (4) Any Principally Permitted Uses of the Neighborhood Business Zone (B- 1).
- (5) Apparel and accessory store.
- (6) Appliance sales, services and repair.
- (7) Art supply stores.
- (8) Artist studio.
- (9) Athletic clubs and commercial recreation.
- (10) Auction sales.
- (11) Auto supply store.
- (12) Automotive Repair, Minor: Permitting repair and maintenance of motor vehicles which shall include automobile engine, transmission and drivetrain repair and overhaul, including brake, muffler, upholstery work, tire repair and change, lubrication and tune-ups, and excluding large truck repair and body and paint work. (Ord. No. 92-09, 5-5-92).
- (13) Automobile and truck rental.
- (14) Automobile, boat or recreational vehicles sales and service.
- (15) Automobile parking lot or garage (public or private).
- (16) Banks and other savings and lending institutions.
- (17) Bicycle sales, service and repair shop.
- (18) Blueprinting shop.
- (19) Book and stationery store.
- (20) Bowling alley.
- (21) Bus terminals.
- (22) Business and office machine sales, service and repair shop.
- (23) Business, technical or vocational school, junior college or university, and associated buildings and facilities (i.e. classrooms, laboratories, observatories, staff and student offices, student centers, dormitories, educational or interpretive centers, etc.) (Ordinance 2010-01, 3-13-2010).
- (24) Church and parish house, including a parsonage, convent or monastery and/or accessory living quarters for priests, nuns or ministers, providing that these shall be appropriate to the zoning district in which they are to be located.
- (25) Cigar and tobacco store.
- (26) Clothing and costume rental shop.
- (27) Community center or meeting hall.
- (28) Custom dressmaking, furrier, millinery or tailor shop employing five persons or less.
- (29) Dancing or theatrical studio.
- (30) Delicatessen and catering establishment.
- (31) Department store.
- (32) Dry cleaning and laundry establishment.
- (33) Dry goods and notions store.
- (34) Essential public service or utility installation.
- (35) Exterminator shop.
- (36) Florist.
- (37) Frozen food locker.
- (38) Furniture and home furnishing store.
- (39) Garden supply store.
- (40) Gift shop.
- (41) Golf driving range and miniature golf course.
- (42) Greenhouse and plant nursery.

- (43) Grocery store (including retail meat markets and produce store).
- (44) Gunsmith.
- (45) Hardware store.
- (46) Health and exercise center.
- (47) Hobby, stamp and coin shop.
- (48) Hospital.
- (49) Hotel or motel.
- (50) Interior Decorator's shop.
- (51) Jewelry and metal craft store.
- (52) Kennel.
- (53) Leather goods and luggage store.
- (54) Library.
- (55) Lock and key shop.
- (56) Lumber yard, provided that all goods and materials are screened from adjacent properties.
- (57) Mail order catalog store.
- (58) Medical and orthopedic appliance store.
- (59) Medical, dental or health clinic.
- (60) Messenger or telegraph service station.
- (61) Mobile home sales.
- (62) Monument sales and engraving shop.
- (63) Mortuary, including accessory living quarters for the owner or operator.
- (64) Museum.
- (65) Music and instrument sales, service and repair shop.
- (66) Music or dance studio.
- (67) Newspaper office.
- (68) Newsstand.
- (69) Office supply and office equipment store
- (70) Offices.
- (71) Off-Track Betting/Simulcasting
- (72) Optician.
- (73) Package liquor store, including drive-in.
- (74) Paint and wallpaper store.
- (75) Pawn shop.
- (76) Pet shop.
- (77) Photographic equipment and supply store.
- (78) Photographic studio.
- (79) Picture frame shop.
- (80) Plumbing shop.
- (81) Printing and publishing house (including newspapers).
- (82) Private club, fraternity, sorority or lodge.
- (83) Radio and television studio.
- (84) Radio or television sales, service and repair.
- (85) Rental store, provided there is no outdoor storage of equipment or merchandise for sale or rental. (Ord. 2011-02, 3-8-11)
- (86) Restaurant, excluding convenience food restaurant.
- (87) Self-service laundry.
- (88) Sewing machine store.

(89) Sexually Oriented Business

(a) Sexually oriented businesses shall not be located within 500 linear feet of the following:

- Churches
- Schools
- Other Sexually Oriented Businesses
- Residential Zones
- (Ord. No. 2007-25, 1-2-08)

(90) Shoe repair and shoe shine shop.

(91) Shoe store.

(92) Sign painting.

(93) Sporting and athletic goods store.

(94) Tailor shop.

(95) Tattoo parlor.

(96) Tavern, bar or lounge.

(97) Taxi-Cab Office (excluding Taxi-Stand)

(98) Theater, excluding drive-in theater.

(99) Tire recapping and retreading.

(100) Tire sales, repair and mounting.

(101) Trade schools.

(102) Toy store.

(103) Travel agency.

(104) Upholstery shop.

(105) Utility trailer rental.

(106) Variety store.

(107) Vending machine sales and repair.

(108) Wallpaper store.

(109) Watch repair shop.

(110) Woodworking shops and cabinet making shops. (Ord. No. 84-8, 7-84; Ord. No. 86-11, 8-5-86; Ord. No. 87-28, 12-1-87; Ord. No. 8809, 6-21-88; Ord. No. 92-17, 7-7-92; Ord. 2012-01, 3/20/12; Ord. 2014-03, 4/15/14)

C. Conditionally Permitted Uses.

(1) Automobile Service Stations:

(a) Automobile service station site improvements, including buildings and structures, shall be separated from any residential zone by a minimum distance of 50 feet.

(b) The total site area shall be a minimum of 10,000 square feet.

(c) Gas pumps shall be set back a minimum of 25 feet from any property line and 50 feet from any residential zone boundary.

(d) Hydraulic hoists, pits, and all lubrication, greasing, washing, repair and diagnostic equipment shall be used and enclosed within a building.

(e) Interior curbs of not less than 6 inches in height shall be constructed to separate driving surfaces from sidewalks, landscaped areas and street traveled ways. (Ord. No. 92-17, 7-7-92).

(2) Automobile Washing Establishments:

(a) Automobile washing establishments shall be subject to the same limitations and conditions as are specified heretofore in sub-paragraphs a, b, c, e, and f for Automobile Service Stations.

(b) Sufficient off-street area to provide space for not less than 10 automobiles waiting to be washed or three waiting spaces per washing stall whichever is greater shall be provided. A space 20 feet by 9 feet shall be deemed adequate for each such required space.

(c) All wash water disposal facilities including sludge, grit removal and disposal equipment shall be subject to the approval of the Director of Engineering and Operations and shall conform with all City ordinances regarding sewage and health and shall be designed such as to not detrimentally affect the City sewer system.

(3) Convenience Food Restaurants: Convenience food restaurants shall be subject to the same limitations and conditions as are specified heretofore in sub-paragraphs a, e, and f for Automobile Service Stations.

(4) Heliports:

(a) A Conditional Use Permit is required for the initial construction or alteration of a heliport. In deciding whether to grant the Conditional Use Permit and what conditions should be imposed, the Planning and Zoning Commission shall rely on the findings of an aeronautical study conducted by the Federal Aviation Administration (FAA).

The Planning and Zoning Commission may revoke the Conditional Use Permit or alter its conditions at any time when it has been determined by an FAA aeronautical study that a hazard to safety has been created by:

1. New development on the heliport owner's property or on nearby properties; or
2. Operational characteristics or practices unforeseen at the time of the original approval of the Conditional Use Permit.

(b) FAA Aeronautical Study: It is the responsibility of the applicant for a Conditional Use Permit to operate a heliport to have an aeronautical study conducted by the Federal Aviation Administration on the proposed design and operational characteristics of the heliport pursuant to receipt of the Conditional Use Permit.

An FAA aeronautical study shall be required by the City of a heliport applicant or operator for any of the following:

1. A proposal to construct or enlarge heliport facilities;
2. A determination as to whether an existing object should be altered, removed, marked, or lighted;
3. A determination as to whether existing marking and lighting can be reduced without adversely affecting aviation safety or whether marking and lighting should be intensified or increased to more effectively make airmen aware of an objects presence.
4. A determination of an existing activity's electromagnetic effects upon a navigational aid; and
5. A change in an aeronautical procedure.

(c) Elements of FAA Aeronautical study:

The required FAA aeronautical study must address any of the following topic areas as applicable to the request:

1. Heliport primary surface;
2. Heliport approach surface;
3. Heliport transitional surface; and,
4. Heliport instrument procedure surface.

The study must make a recommendation as to whether or not the new construction or alteration should be allowed and, if so, what design and/or operational characteristics should be imposed.

(5) Automobile Drive-In Theaters:

(a) Automobile drive-in theater parking areas shall be screened from view of any residential development.

(b) Light, glare and noise shall not impact nearby residential developments.

(6) Overnight Campgrounds:

(a) Overnight campgrounds shall be screened from view of any residential development.

(b) Internal circulation roads shall be paved with a dust-free surface.

(c) Individual recreational vehicle parking pads shall be plainly marked and paved with a dust-free surface.

(d) Individual recreational vehicle parking pads shall be set back at least 30 feet from any Commercial or Industrial District boundary, 50 feet from any Residential District boundary, and 30 feet from any public street right-of-way.

(e) Approved trash disposal and toilet facilities shall be provided for use of overnight campers.

(7) Mini-Warehouses:

(a) The minimum lot size shall be a lot depth of 100 feet and lot width of 100 feet. (Ord. No. 93-08, 7-6-93).

(b) On-site circulation, drives and parking:

1. Each mini-warehouse site shall provide a minimum of two exits.

2. All one-way driveways shall provide for one 10 foot parking lane and one 15 foot travel lane. Traffic direction and parking shall be designated by signing or painting.

3. All two-way driveways shall provide for one 10 foot parking lane and two 12 foot travel lanes.

4. The parking lanes may be eliminated when the driveway does not serve storage cubicles.

5. At least one parking space for each 10 storage cubicles, equally distributed throughout the storage area shall be provided.

6. All driveways, parking, loading, and circulation areas shall be paved with concrete, asphalt or asphaltic concrete.

(c) Fencing and Screening.

1. Fencing shall be required around the perimeter of the project. Said fence shall be a minimum of six feet in height and constructed of decorative concrete block or chain link fence with slats as approved by the Planning and Zoning Commission.

2. All outdoor storage shall be limited to recreational vehicles and shall be screened from view from surrounding properties.

(d) Setbacks.

Any side of a building providing doorways to storage areas shall be set back from the property line not less than 25 feet side and rear yard setbacks, otherwise may be zero provided the building is of the same material and structure as the fencing.

(e) Masonry trash enclosures shall be installed subject to the approval of the Planning and Zoning Commission.

(f) No auctions, commercial sales, garage sales or similar activities shall be conducted on the premises.

(8) Child Care Center or Family child care center in accordance with the requirements of §13-816. (Ord. 2010-10, 1-12-11)

(9) Juvenile residential treatment center. (Ord. No. 88-09, 6-21-88).

(10) Nursing homes and rest homes (Ord. No. 88-09, 6-21-88; Ord. No. 90-10, 9-18-90).

(11) Automobile body repair and painting.

(a) The Fire Chief must review the plans for the facility and approve the facility for compliance with applicable fire codes and determine that adequate water is available to fight a fire. (Ord. No. 90-03, 4-17-90).

(12) Adult Daycare Center, subject to the requirements of Section 13-807.C.(5). (Ord. No. 93-15, 9-7-93).

(13) Crematory.

(14) Warehouses.

(a) On-site circulation, drives and parking:

1. Each warehouse site shall provide a minimum of two exits.

2. All driveways, parking, loading and circulation areas shall be paved with concrete, asphalt or asphaltic concrete.

(Ord. 2010-10, 1-12-11)

(15) Contractors Offices, Shops, and Yards, subject to the following:

(a) Unpaved parking areas or storage areas are strictly prohibited.

(b) Contractor business involving the use or storage of industrial vehicles, industrial equipment, industrial materials, or heavy machinery including earth moving, road building, and excavation machinery, are strictly prohibited.

(c) Hazardous materials storage is prohibited unless approval is first obtained from the City of Rock Springs Fire Inspector.

(d) Fabrication, welding, or similar activities causing noise, smoke, dust, odor, vibration or glare are prohibited.

(e) Screening fencing made of either vinyl, wood, or masonry materials for the entire perimeter of all exterior, outdoor storage yards shall be required. Chain link fencing with slats will not be considered an acceptable screening material. (Ord. 2015-05, 5-5-15)

(16) Indoor Shooting Range. (Ord. 2017-07, 7/5/17)

D. Permitted Accessory Uses:

(1) Business signs, consistent with Article 8, Section 13-818 of this Ordinance. (Amended Ord. 2011-06, 5-6-11; Amended Ord. 2012-06, 6/5/12)

(2) Wind energy conversion systems, on accordance with the provisions of §13-817. (Ord. 2011-06, 5-6-11)

E. Access.

(1) All two-way accesses shall be a minimum of 25 feet (26 feet, if needed for a Fire Lane).

(2) All one-way accesses shall be a minimum of 15 feet wide (20 feet, if needed for a Fire Lane.) (Ord. No. 8917, 8-15-89; Ord. 2012-01, 3/20/12).

(3) All accesses shall be paved with concrete, asphalt, or asphaltic concrete.

(4) The Director of Engineering and Operations shall approve all proposed accesses with respect to location and configuration.

(Ordinance 2012-01, 3/20/12)

F. Setbacks and Height.

(1) The minimum building setback from any lot line or public street right-of-way shall be as set forth below:

(a) <u>Setbacks</u>	<u>Feet</u>
1. Front	35
2. Interior side and rear	15
3. Corner side	25
4. Residential Zone boundary	45

(b) Parking lots

- | | |
|---------------------------------|---|
| 1. Front | 4 |
| 2. Interior side and rear | 3 |
| 3. Corner side | 4 |
| 4. Residential Zone
boundary | 3 |

Additional setback regulations as described in 13-801.C.(1) apply to the B-2 Zone.

(2) A structure may be erected to a height above 35' provided that minimum front and side setbacks shall be increased by one (1) foot for every three (3) feet of building height in excess of 35 feet. Buildings over 45 feet in height shall be subject to additional fire protection as determined by the City Fire Chief.

G. Lot Width and Lot Area

(1) The minimum lot width shall be 100 feet. (Ord. No. 87-28, 12-1-87).

(2) Minimum lot area shall be determined by building area, parking requirements and required setbacks.

H. Screening.

All Principal and Accessory Uses shall be screened from adjacent Residential Zones as described in Article 13-815.B.(2).

I. Landscaping.

All areas not designated for buildings, circulation, parking or storage shall be landscaped as described in Article 13-815.C.

J. Accessory Buildings.

Accessory buildings shall be setback a minimum distance of 3 feet from side and rear property lines.

(97-12, Amended, 12/02/1997; 96-12, Amended, 08/20/1996; 95-21, Amended, 01/16/1996)

SUMMARY

The subject consists of a 3,868+/- square foot site located in a commercial zoned area and within a FEMA designated flood zone. The property is vacant, is irregular in shape and is a remnant from a larger parcel. It is being used by the adjoining and nearby property owners for parking. .



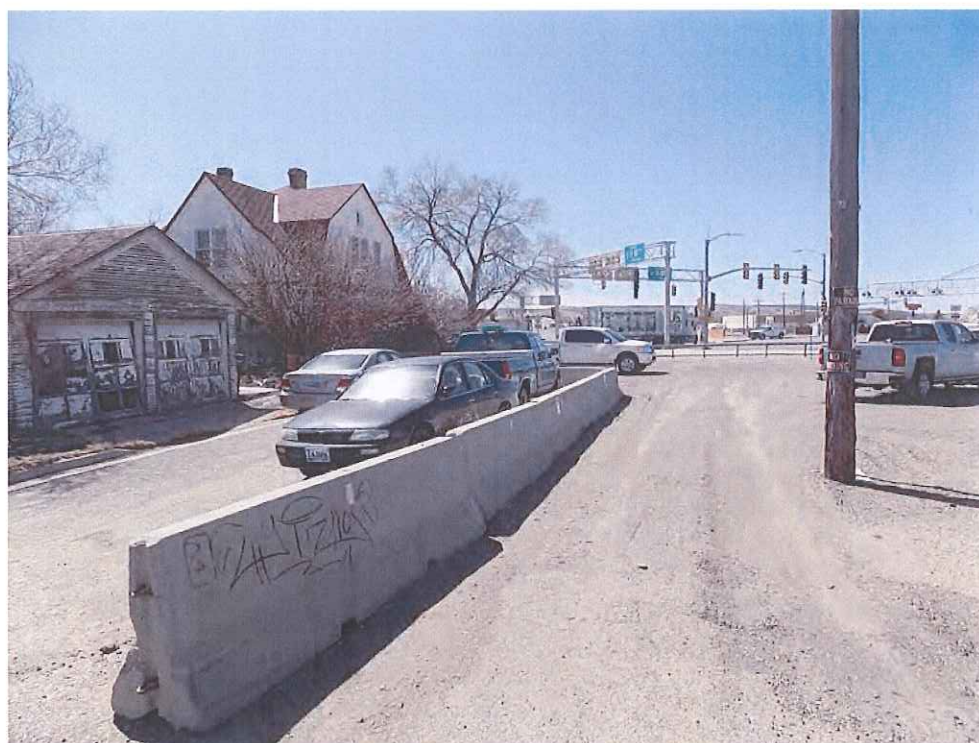
The acquisition area



Looking north from proposed acquisition across larger parcel



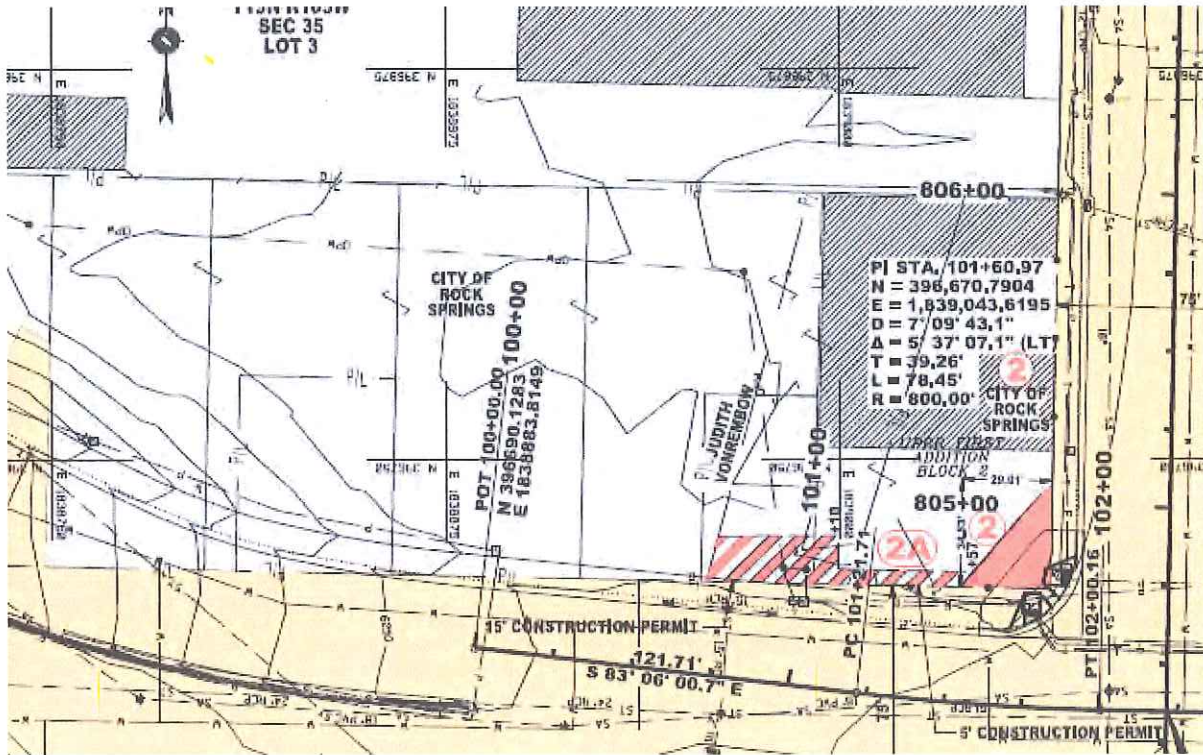
Looking east across Elk Street at the subject



Looking south from Morgan Avenue at subject

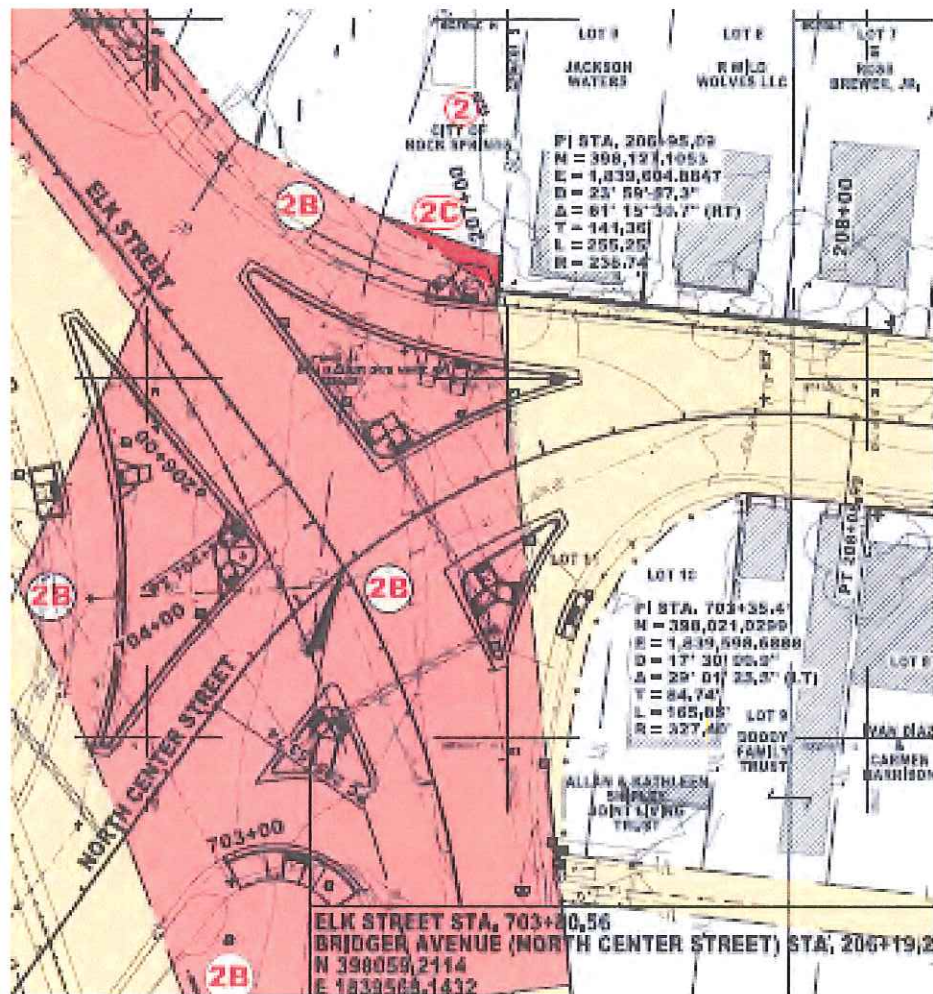
DESCRIPTION OF THE PROPOSED ACQUISITION

PARCELS 2 AND 2A



The acquisition is in the corner of Grant Street and Center Street. It has 29.01 feet along Grant Street and 34.53 feet along Center Street and is triangular in shape. There is also a construction permit needed west of the acquisition for the signal upgrade.

PARCEL 2C



The acquisition is along the Elk Street frontage of the property. It is a narrow triangular shaped strip that is behind a guard rail. The property is needed to contain the existing traffic signal equipment located in this area. The size is approximately 250 square feet.

HIGHEST AND BEST USE OF THE LAND PARCELS 2 and 2A

To test for highest and best use, all uses must be physically possible, legally permissible, financially feasible, and result in the highest value of other alternative uses.

Physically Possible

When testing for physically possible characteristics, criteria such as size, shape, area, terrain and accessibility are used to determine whether the intended use of the subject is physically possible. The subject property is approximately 33,481 square feet in size. It is long and thin in shape and generally at grade with adjoining streets. It is a corner tract at a busy intersection that is zoned for commercial development. The property is accessed directly from Grant Street. The location, shape and topography of the subject are considered to be suited for small commercial improvements that would benefit from the good access and visibility.

Legally Permissible

The subject property is zoned B-3 This is a commercial zoning for central business district properties that allow 100% lot coverage and are designed for pedestrian type access.

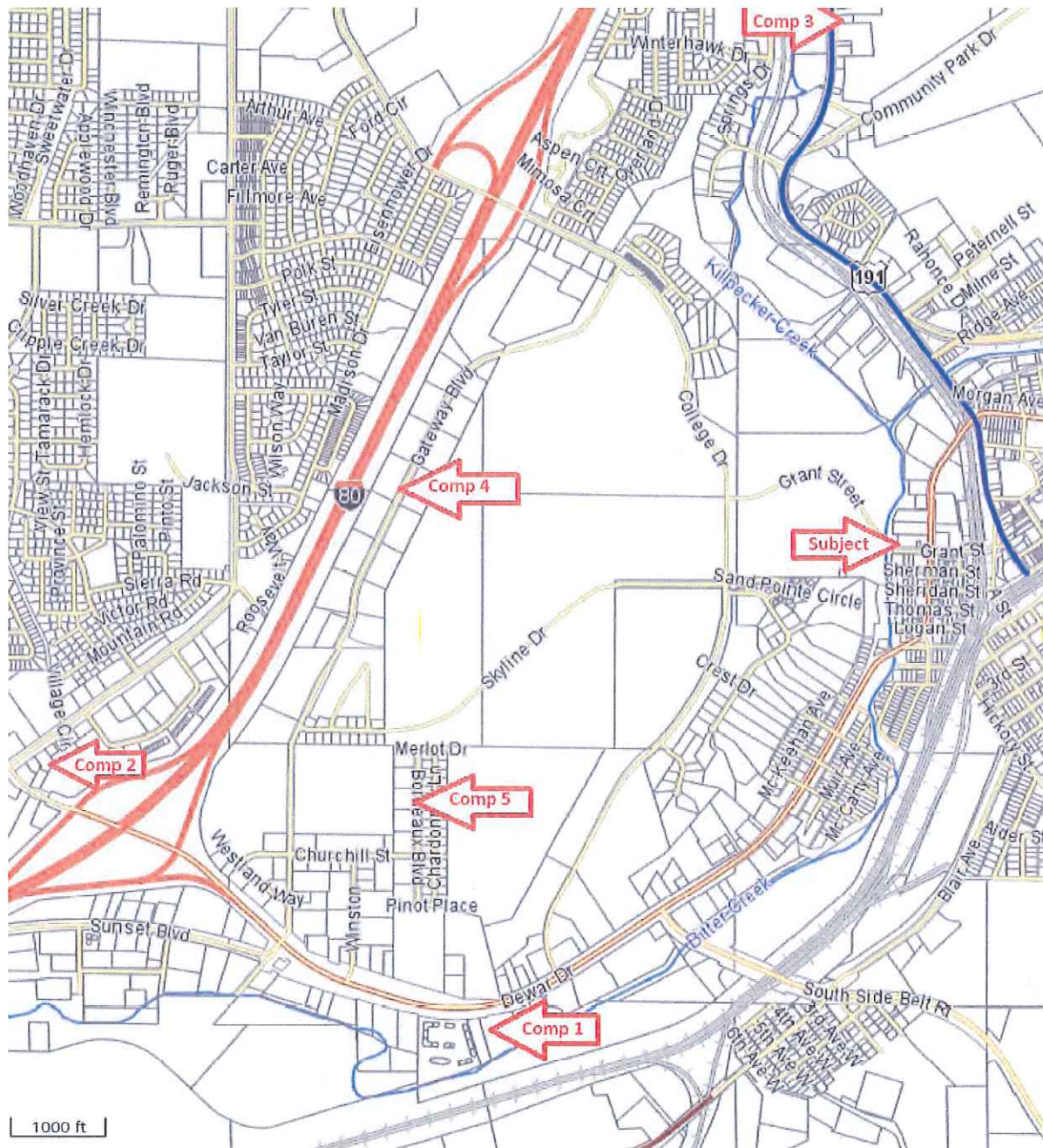
Financially Feasible

Financially feasible means the use of the subject is producing a return that is either equal to or greater than the amount needed to satisfy operating expenses, financial obligations and capital amortization. This property is currently being used by the city for a food bank. The site could support other commercial uses such as a small retail establishment.

Maximally Productive

The subject property's physical and legal uses are commercial, and commercial uses tend to support the highest land values. The maximally productive and thus "highest and best use" as vacant for the subject property would be as a **commercial site**. This is the use on which the subject site will be valued.

DISCUSSION OF LAND VALUE PARCELS 2 & 2A



In this technique, the value of the subject property is estimated by comparing sales and listings of similar properties to the subject. The underlying principle in this approach is that a person will not pay more for a property than it would cost to buy a similar property. Five comparables are used in this analysis to estimate the value of the subject site. The subject site totals 33,481± square feet. The site is a corner lot with frontage on Grant Street and Center Street at a signaled intersection. The comparables are indicated in the following table:

LAND COMPARABLE SALES SUMMARY						
Sale	Location	Price	Date	Size	Comments	\$/sf
1	1537 Dewar Dr.	\$523,395	2/5/16	38,095 sf	Interior site purchased by adjoining car dealership for additional parking.	\$13.74
2	2510 Foothill Dr.	\$247,000	8/3/15	25,400 sf	Interior lot near Foothill and Dewar Dr. intersection.	\$9.72
3	1430 Elk Street	\$20,000 \$69,900	2/22/17 Current	18,531 sf	Interior lot against a hillside, a portion is not useable. Sold low, now listed higher.	\$1.08 \$3.73
4	Lots on Gateway Boulevard	\$770,000 \$290,000	Current 1/20/15	108,464sf 65,000 sf	Two sales and four listings along Gateway Blvd. Various sizes. Price range is indicated	\$7.10 \$4.46
5	Three Lots Listed Bordeaux Lane	\$150,000	Current	54,014sf 47,045sf	Three vacant commercial lots in residential neighborhood listed for sale.	\$2.78 \$3.19

ADJUSTMENTS

Dollar amount or percentage adjustments supported by paired sales are difficult to support with the limited data available in this market. The information used to support adjustments is presented in this section. Characteristics considered in this analysis are property rights, financing, conditions of sale, expenditures after the sale, market conditions, location, and size.

Property Rights Appraised:

The fee simple estate is the subject of the land value estimate. All of the comparables involve fee simple estate transactions.

Financing:

All of the comparable sales involved cash to the seller.

Conditions of Sale:

Three of the five comparables involve listings. Comparables 3 and 4 involve sales and listings of the same or similar sites. Comparable 5 involves three listings in the same subdivision. Generally, property sells below the asking price. The information from listings will be considered to indicate values above their actual sale prices, however they are not adjusted for conditions of sale. Comparable 1 was purchased by the adjoining landlocked auto dealer for expansion. The selling broker indicated that the price was high due to the motives of the buyer. This comparable is adjusted down by 10% for condition of the sale.

Expenditures after Sale:

None of the comparables involve consideration for expenditures after the sale.

Market Conditions:

The date of value is April 16, 2018. The comparable sales closed in 2015, 2016 and 2017. The more recent transactions and listings are felt to be better indicators of current value, however

specific market condition adjustments are not attempted given the lack of supporting sale/resale information.

Location:

The subject is located in an older area of Rock Springs that has not seen much recent development in commercial improvements. The lack of recent new construction is at least partially a result of the fact that nearly all of the land is developed. Many of the existing improvements are older and have changed uses over the years. The traffic volume at this intersection is high and visibility is good. However, the newer development has taken place further east on Dewar Drive. Comparable 1 is on Dewar Drive near the newer commercial developments. This location is considered to be superior to the subject. Comparable 2 is on Foothill which is also a strong commercial area, however it is an interior lot, thus the location is felt to be similar to the subject. Comparables 3, 4 and 5 are in secondary type commercial areas that do not have the visibility to high volumes of traffic seen by the subject or Comparables 1 and 2. Therefore, all three are in inferior locations.

Size:

The subject's total site is approximately 33,481 square feet in size. Comparables 1 through 4 range in size from 18,531 – 65,000 square feet. Generally, the larger a tract the lower the price per square foot. This does not appear to hold true with the comparables. The smallest comparable supports the lowest price per square foot. The largest listing on Gateway Blvd. (Comparable 4) is higher priced than the smaller listings. It is apparent that location has a much stronger impact on value than size. The comparables are not adjusted for size.

ANALYSIS OF COMPARABLES



Comparable 1 is the sale of commercial site on Dewar Drive east of the subject. This area is newer and has stronger demand than the subject area. The parcel was purchased by the adjoining car dealership for added inventory storage and display. The selling broker indicated that the price was high due to the fact the buyer was landlocked and needed the property. The sale is adjusted down by 10% for condition of sale, indicating a value of \$12.34 per square foot which could still be considered to be above what the subject could support due to the superior location.

Comparable 2 is an interior lot located between two existing commercial buildings on Foothill Blvd. The overall location is somewhat stronger than the subject because of the newer improvements, however the interior location of the site tends to balance out any requirement for adjustment. The site has been improved with a car wash. The sale price of \$9.72 is considered to be similar to what the subject could support.



Comparable Sale 3 was sold at a very low price. The sale is adjusted up by \$40,000 based on conversations with the original selling Realtor and the current listing Realtor. The property originally sold for \$20,000 and is currently listed for \$69,900. The original selling Realtor indicated that the sale was well below market due to very motivated seller. The buyer purchased the property just to flip it for a profit. The listing Realtor indicated that the current listing price is near market and he is confident the property will sell at

or slightly below the listing price. This property has visibility and access from Elk Street, however it is in a more industrial and less attractive area of Rock Springs. Also, the listing Realtor indicated a portion the property is unusable hillside. Therefore, the subject could support a value over the \$3.24 per square foot indicated by this comparable after adjustment.

Comparable 4 involves lots that are listed and have sold along Gateway Boulevard which runs along the southeast side of Interstate 80. There are five listings of lots owned by Western Wyoming Community College that are listed from \$5.85 - \$7.10 per square foot. They are 2.20 – 2.49 acres in size. There is one 1.44 acre sale in this area for \$4.46 per square foot. The Gateway Blvd. area has been very slow to develop. The land has been available for several years and there are only a handful of improvements and sales. The traffic exposure is minimal and the terrain is rough in some areas. These comparables are inferior to the subject indicating it could support a value above the \$4.46 - \$7.10 per square foot range.



Comparable 5 includes the three commercial zoned lots in the Vineyards subdivision. This area appears to be mis-zoned. The surrounding land use is residential, with newer residential improvements across Bordeaux Lane from these lots. There is one commercial building on one of the lots that appears to have changed use or at least names already. The lots are zoned B2, however they have only interior street access with virtually no visibility. The tracts are 1.08 – 1.24 acres in size and are listed for \$2.78 -

\$3.19 per square foot or \$150,000 each. These lots are inferior in location to the subject, indicating the subject could support a value well above that indicated by these comparables.

LAND SALES COMPARISON GRID						
Sale Number	Subject	Comparable 1	Comparable 2	Comparable 3	Comparable 4	Comparable 5
Address	214 Grant St	1537 Dewar Dr	2510 Foothill	1430 Elk Street	Gateway Blvd.	Bordeaux Lane
Size	33,481	38,095	25,400	18,531	65,000	47,045
Sale Price		\$523,395	\$247,000	\$20,000	\$290,000	\$150,000
Property Rights	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Adjustment						
Adjusted Price	\$0	\$523,395	\$247,000	\$20,000	\$290,000	\$150,000
Financing						
Adjustment						
Adjusted Price						
Conditions of Sale	None	Plottage	None	Duress	None	Listing
Adjustment	0	-10%	\$0	\$40,000	\$0	0%
Adjusted Price	\$0	\$471,056	\$247,000	\$60,000	\$290,000	\$150,000
Expenditures after Sale	None	None	None	None	None	None
Adjustment		0	\$0	\$0	\$0	0
Adjusted Price	\$0	\$471,056	\$247,000	\$60,000	\$290,000	\$150,000
Market Conditions (Time)	Current	Feb-16	Aug-15	Feb-17	Jan-15	Listing
Adjustment						
Adjusted Price	\$0	\$471,056	\$247,000	\$60,000	\$290,000	\$150,000
Adjusted Unit Price	\$0.00	\$12.37	\$9.72	\$3.24	\$4.46	\$3.19
Location	Central RS	Superior -	Similar	Inferior +	Inferior +	Inferior +
Size	33,481	Similar	Similar	Smaller	Larger	Larger
Net Indication		(\$12.34)	\$9.72	+\$3.24	+\$4.46	+\$3.19

The comparables indicate a range in price per square foot of less than \$12.34, near \$9.72 and above \$4.46. A land value of \$10.00 per square foot is used in this analysis.

HIGHEST AND BEST USE OF THE LAND PARCEL 2C

To test for highest and best use, all uses must be physically possible, legally permissible, financially feasible, and result in the highest value of other alternative uses.

Physically Possible

When testing for physically possible characteristics, criteria such as size, shape, area, terrain and accessibility are used to determine whether the intended use of the subject is physically possible. The subject property is approximately 3,868 square feet in size. It is irregular in shape with some frontage and visibility, however, access is from a street in the back. The property has been used for parking. It is too small to develop. The only physically possible use would be for plottage to an adjoining landowner or for parking for a landowner in the area.

Legally Permissible

The subject property is zoned B-2 This is a commercial zoning for community business district properties that allow most commercial uses, including offices, retail stores and parking for those types of properties. .

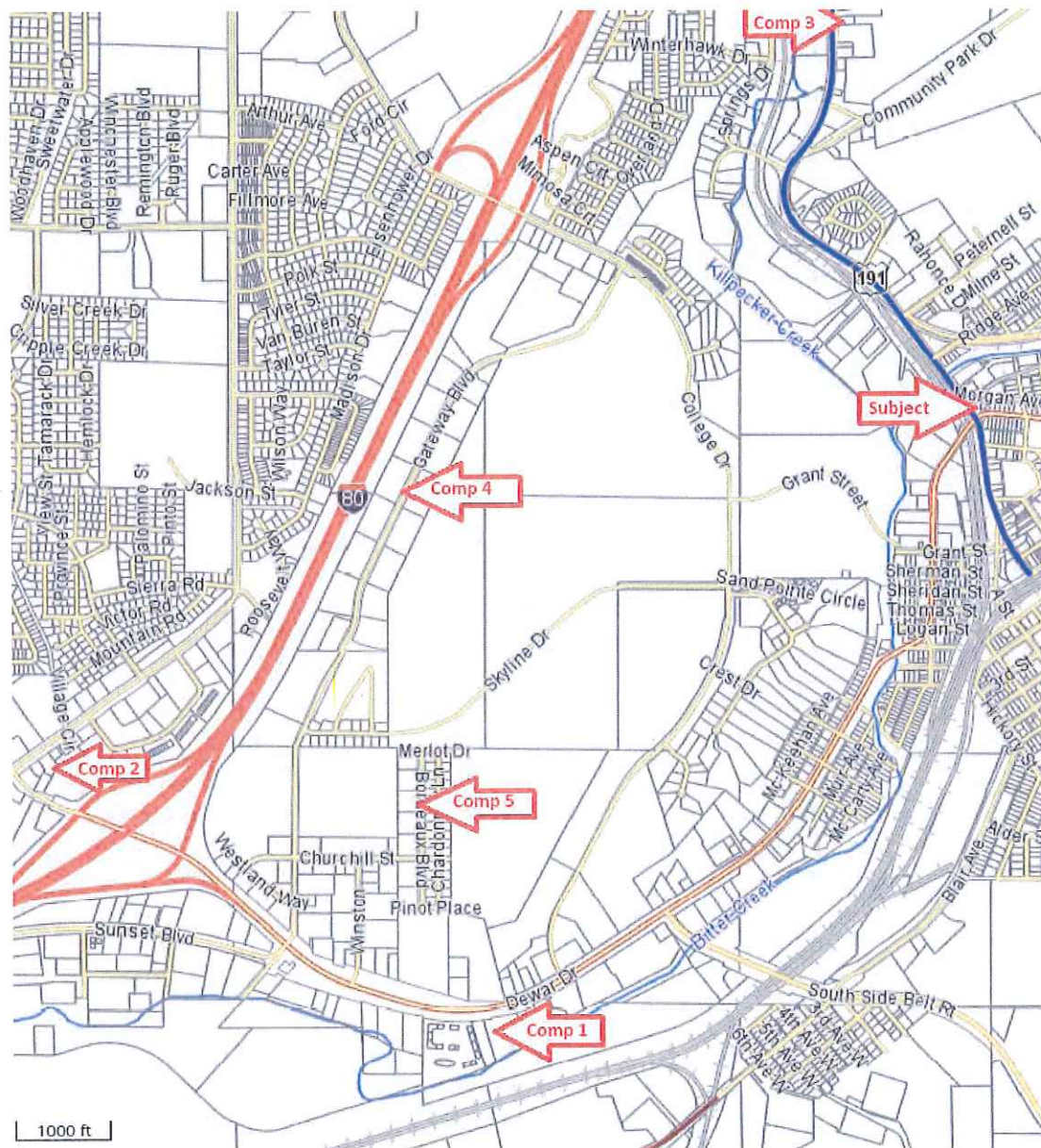
Financially Feasible

Financially feasible means the use of the subject is producing a return that is either equal to or greater than the amount needed to satisfy operating expenses, financial obligations and capital amortization. This property is currently being used by the adjoining landowner and a nearby business for parking. The site could not physically support other commercial uses such as a small retail establishment or offices due to the small size and irregular shape.

Maximally Productive

The subject property's physical and legal uses are commercial, and commercial uses tend to support the highest land values. The maximally productive and thus "highest and best use" as vacant for the subject property would be as **a plottage to an adjoining landowner or for parking for businesses in the area.** This is the use on which the subject site will be valued.

DISCUSSION OF LAND VALUE PARCEL 2C



In this technique, the value of the subject property is estimated by comparing sales and listings of similar properties to the subject. The underlying principle in this approach is that a person will not pay more for a property than it would cost to buy a similar property. Five comparables are used in this analysis to estimate the value of the subject site. The subject site totals 3,868± square feet. The site is an irregular shaped interior lot with frontage on Bridger Avenue/Elk Street at a signaled intersection, however it does not have access from the busy streets. The comparables are indicated in the following table:

LAND COMPARABLE SALES SUMMARY						
Sale	Location	Price	Date	Size	Comments	\$/sf
1	1537 Dewar Dr.	\$523,395	2/5/16	38,095 sf	Interior site purchased by adjoining car dealership for additional parking	\$13.74
2	2510 Foothill Dr.	\$247,000	8/3/15	25,400 sf	Interior lot near Foothill and Dewar Dr. intersection.	\$9.72
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5	Three Lots Listed Bordeaux Lane	\$150,000	Current	54,014sf 47,045sf	Three vacant commercial lots in residential neighborhood listed for sale.	\$2.78 \$3.19

ADJUSTMENTS

Dollar amount or percentage adjustments supported by paired sales are difficult to support with the limited data available in this market. The information used to support adjustments is presented in this section. Characteristics considered in this analysis are property rights, financing, conditions of sale, expenditures after the sale, market conditions, location, and size.

Property Rights Appraised:

The fee simple estate is the subject of the land value estimate. All of the comparables involve fee simple estate transactions.

Financing:

All of the comparable sales involved cash to the seller.

Conditions of Sale:

Three of the five comparables involve listings. Comparables 3 and 4 involve sales and listings of the same or similar sites. Comparable 5 involves three listings in the same subdivision. Generally, property sells below the asking price. The information from listings will be considered to indicate values above their actual sale prices, however they are not adjusted for conditions of sale. Comparable 1 was purchased by the adjoining landlocked auto dealer for expansion. The selling broker indicated that the price was high due to the motives of the buyer. This comparable is adjusted down by 10% for condition of the sale.

Expenditures after Sale:

None of the comparables involve consideration for expenditures after the sale.

Market Conditions:

The date of value is April 16, 2018. The comparable sales closed in 2015, 2016 and 2017. The more recent transactions and listings are felt to be better indicators of current value, however

specific market condition adjustments are not attempted given the lack of supporting sale/resale information.

Location:

The subject is located in an older area of Rock Springs and it adjoins residential improvements. It is, however, at a very busy intersection with commercial zoning and there are businesses in the area that are using the property for overflow parking. The residential property is also using the subject for parking. There is demand from businesses in the area for additional parking. Therefore, the subject's value is based on the value of the commercial properties in this area. However, it still has inferior access and adjoins residential property. Many of the existing commercial improvements in this area are older and have changed uses over the years. The traffic volume at this intersection is high and visibility is good. However, the newer development has taken place further east on Dewar Drive. Comparables 1 and 2 are on Dewar Drive and Foothills Blvd. near the newer commercial developments. These locations are considered to be superior to the subject. Comparable 2 is an interior lot that had development issues, which tends to balance out some of the locational differences; however, it is still superior in location to the subject. Comparable 3 is the closest to the subject property. It is on Elk Street but is further north in a less desirable area than the subject. Comparables 4 and 5 are in secondary type commercial areas that do not have the visibility to high volumes of traffic seen by the subject or Comparables 1, 2, and 3. Therefore, both are in inferior locations

Size:

The subject's total site is approximately 3,868 square feet in size. Comparables 1 through 4 range in size from 18,531 – 65,000 square feet. Generally, the larger a tract the lower the price per square foot. This does not appear to hold true with the comparables. The smallest comparable supports the lowest price per square foot. The largest listing on Gateway Blvd. (Comparable 4) is higher priced than the smaller listings. It is apparent that location has a much stronger impact on value than size. All of the comparables are large enough to be developed. The subject is too small to function as other than part of a larger property. There is demand for this additional parking in the subject area, in which case the subject would be valued as part of one of the larger properties. The comparables are not adjusted for size.

ANALYSIS OF COMPARABLES



Comparable 1 is the sale of commercial site on Dewar Drive east of the subject. This area is newer and has stronger demand than the subject area. The parcel was purchased by the adjoining car dealership for added inventory storage and display. The selling broker indicated that the price was high due to the fact the buyer was landlocked and needed the property. The sale is adjusted down by 10% for condition of sale, indicating a value of \$12.34 per square foot which could still be considered to be above what the subject could support due to the superior location.

Comparable 2 is an interior lot located between two existing commercial buildings on Foothill Blvd. The overall location is stronger than the subject because of the newer improvements. The site has been improved with a car wash. The sale price of \$9.72 is considered to be above what the subject could support due to the location.



Comparable Sale 3 was sold at a very low price. The sale is adjusted up by \$40,000 based on conversations with the original selling Realtor and the current listing Realtor. The property originally sold for \$20,000 and is currently listed for \$69,900. The original selling Realtor indicated that the sale was well below market due to very motivated seller. The buyer purchased the property just to flip it for a profit. The listing Realtor indicated that the current listing price is near market and he is confident the property will sell at

or slightly below the listing price. This property has visibility and access from Elk Street and is the closest to the subject property, however it is in a more industrial and less attractive area of Rock Springs. Also, the listing Realtor indicated a portion the property is unusable hill site. Therefore, the subject could support a value over the \$3.24 per square foot indicated by this comparable after adjustment.

Comparable 4 involves lots that are listed and have sold along Gateway Blvd. which runs along the southeast side of Interstate 80. There are five listings of lots owned by Western Wyoming Community College that are listed from \$5.85 - \$7.10 per square foot. They are 2.20 - 2.49 acres in size. There is one 1.44 acre sale in this area for \$4.46 per square foot. The Gateway Blvd. area has been very slow to develop. The land has been available for several years and there are only a handful of improvements and sale.



The traffic exposure is minimal and the terrain is rough in some area. These comparables are inferior to the subject indicating it could support a value above the \$4.46 - \$7.10 per square foot range.



Comparable 5 includes the three commercial zoned lots in the Vineyards subdivision. This area appears to be mis-zoned. The surrounding land use is residential, with newer residential improvements across Bordeaux Lane from these lots. There is one commercial building on one of the lots that appears to have changed use or at least names already. The lots are zoned B2, however they have only interior street access with virtually no visibility. The tracts are 1.08 - 1.24 acres in size and are listed for \$2.78 -

\$3.19 per square foot or \$150,000 each. These lots are inferior in location to the subject, indicating the subject could support a value well above that indicated by these comparables.

LAND SALES COMPARISON GRID						
Sale Number	Subject	Comparable 1	Comparable 2	Comparable 3	Comparable 4	Comparable 5
Address	Elk St & Bridger	1537 Dewar Dr	2510 Foothill	1430 Elk Street	Gateway Blvd.	Bordeaux Lane
Size	3,868	38,095	25,400	18,531	65,000	47,045
Sale Price		\$523,395	\$247,000	\$20,000	\$290,000	\$150,000
Property Rights	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Adjustment						
Adjusted Price	\$0	\$523,395	\$247,000	\$20,000	\$290,000	\$150,000
Financing						
Adjustment						
Adjusted Price						
Conditions of Sale	None	Plottage	None	Duress	None	Listing
Adjustment	0	-10%	\$0	\$40,000	\$0	0%
Adjusted Price	\$0	\$471,056	\$247,000	\$60,000	\$290,000	\$150,000
Expenditures after Sale	None	None	None	None	None	None
Adjustment		0	\$0	\$0	\$0	0
Adjusted Price	\$0	\$471,056	\$247,000	\$60,000	\$290,000	\$150,000
Market Conditions (Time)	Current	Feb-16	Aug-15	Feb-17	Jan-15	Listing
Adjustment						
Adjusted Price	\$0	\$471,056	\$247,000	\$60,000	\$290,000	\$150,000
Adjusted Unit Price	\$0.00	\$12.37	\$9.72	\$3.24	\$4.46	\$3.19
Location	Central RS	Superior -	Superior -	Inferior +	Inferior +	Inferior +
Size	3,868	Larger	Larger	Larger	Larger	Larger
Net Indication		(\$12.34)	(\$9.72)	+\$3.24	+\$4.46	+\$3.19

The comparables indicate a range in price per square foot of less than \$9.72 and above \$4.46 with the comparable at \$3.24 per square foot the closest to the subject in location but still inferior.

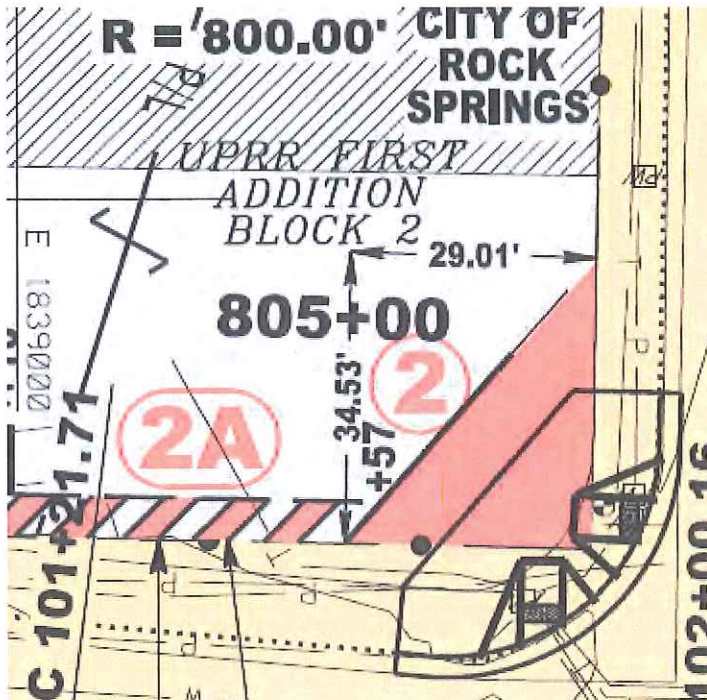
To help support a value within the range indicated by the comparable sales, a parcel approximately 4,000sf in size adjoining the subject that has been leased to a business in the area is studied. The site was leased for \$2,000 per year from the UP. The lessor is now asking for \$3,000 per year. The tenant is arguing that \$3,000 is too high. Using a capitalization rate of 8% indicates a value range of \$6.25 to \$9.38 per square foot. Since the \$2,000 was the actual rent, the value at the lower end of this range is given the greatest weight. This supports a land value of \$7.00 per square foot, which is near the center of the range indicated by the comparable sales.

VALUATION OF THE PROPOSED ACQUISITIONS

Permanent Takings(s):

Parcel 2 (Additional Right of Way)

The permanent taking is approximately 501 square feet in size and is needed to contain the new ADA ramps and signal upgrade. The proposed acquisition is triangular in shape and is in the southeast corner of the subject property.

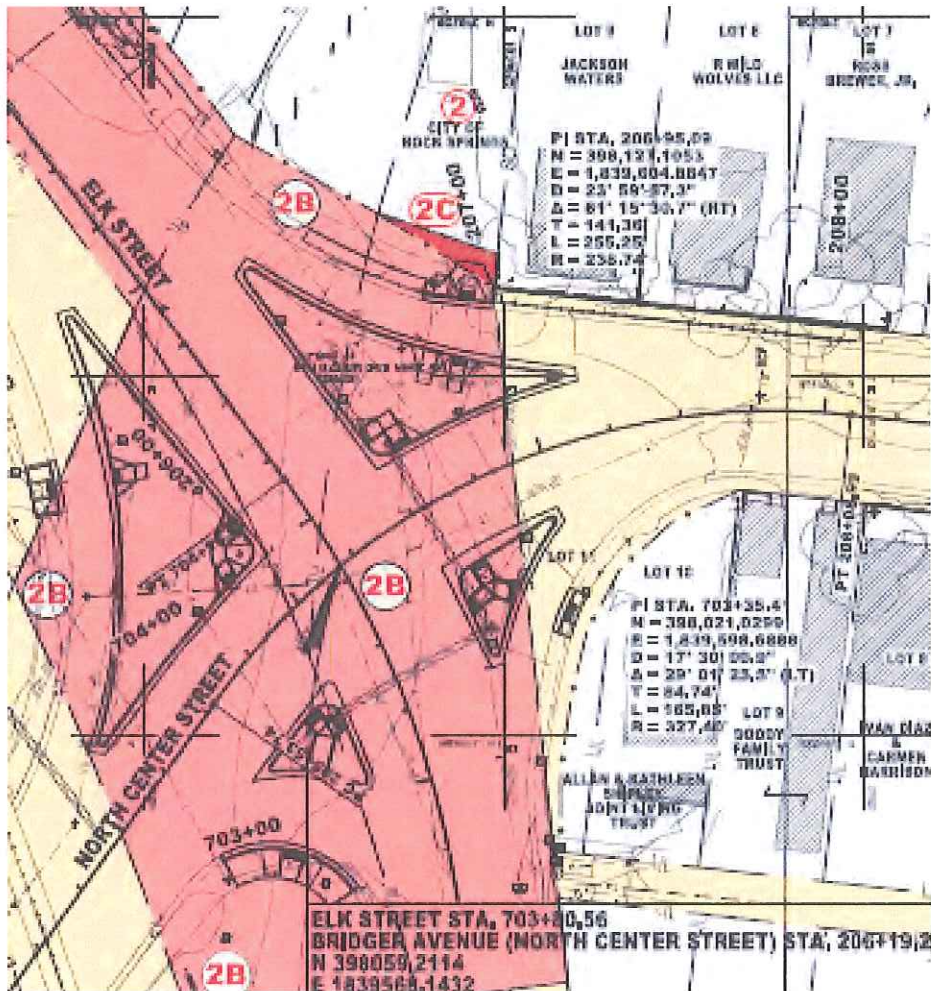


The legal description of this acquisition is as follows:

A parcel of land situate in Block 2 of the UPRR First Addition, Sweetwater County, Wyoming, located in Lot 3, Section 35, T. 19 N., R. 105 W., 6th, P.M., Sweetwater County, Wyoming.

Parcel 2C (Additional Right of Way)

The permanent taking is approximately 250 square feet in size and is needed to contain the new signal upgrade. The proposed acquisition is triangular in shape and is in the southeast corner of the subject property.



The legal description of this acquisition is as follows:

A parcel of land located in SE¼SW¼, Section 26, T.
19 N., R. 105 W., 6th P.M., Sweetwater County,
Wyoming.

Parcel #	Type of Right-of-way	Size (SF)	Value/SF	%	# of Years	TOTAL
2	Additional Right of Way	501	\$10.00			\$5,010
2C	Additional Right of Way	250	\$7.00			\$1,750
	TOTAL					\$6,760

TOTAL ADDITIONAL RIGHT OF WAY = \$6,760

Temporary Takings(s):

Parcel 2A (Construction Permit)

The temporary taking is approximately 796 square feet size. The construction permit is 5 to 15 feet wide and is needed for upgrading the traffic signal at this location. This temporary construction permit will be needed for a one year period during the construction phase of this project.

The legal description of this temporary taking is as follows:

A parcel of land situate in Block 2 of the UPPR First Addition, and also situate in Lots 6 and 7 of the Treasurer adjusted UPPR First Addition, Sweetwater County, Wyoming, located in Lot 3, Section 35, T. 19 N., R. 105 W., 6th, P.M., Sweetwater County, Wyoming, on the left or northerly side, adjoining to the existing right-of-way boundary of Grant Street, 15 feet wide from the westerly boundary of that certain tract of land described in Book 1124 at page 333 of the Sheridan County records to sta. 101+10, thence 5 feet wide to the proposed right-of-way line of Grant Street.

The construction period needed for the permit will be one year. The temporary taking will be valued at 10% of the land value per year. For temporary takings, the minimum payment for one permit is \$250.00. If there is more than one permit, the minimum value is \$125.00 per temporary taking. This is considered just compensation for this type of acquisition. The property is needed on a temporary basis during construction, and then returned to the owner upon completion. This assumes that the permit area will be reshaped, restored and repaved.

Parcel #	Type of Right-of-way	Size (SF)	Value/SF	%	# of Years	TOTAL
2A	Construction Permit	796	\$10.00	10	1	\$796
	TOTAL					\$800

*Minimum payment for a temporary taking is \$250.

*Values rounded up to the nearest \$5.

TOTAL TEMPORARY TAKING(S) = \$800

SUMMARY OF COMPENSATION

Land	\$ 6,760
Temporary Taking	\$ 800
Damages (Cost to Cure)	\$ -0-
Damages (Before – After)	\$ -0-
Improvements	\$ -0-

TOTAL ESTIMATED COMPENSATION: \$7,560

COMPARABLE SALE SUMMARIES

Land Sale No. 1



Property Identification

Record ID	186
Property Type	Commercial
Property Name	Dealership Expansion
Address	1537 Dewar Drive, Rock Springs, Sweetwater County, Wyoming
Location	Interior Lot on South Side of Dewar Drive

Sale Data

Grantor	HWH Enterprises, LLC
Grantee	CHC Holmes Corner Cheyenne, WY LLC
Sale Date	February 5, 2016
Deed Book/Page	2567 - 622
Property Rights	Fee Simple
Marketing Time	78 Days

Land Sale No. 1, Cont.

Conditions of Sale Financing

Arms Length
Cash to Seller

Verification

Blaine Tate, Broker MLS# 20156727

Sale Price Cash Equivalent

\$523,395
\$523,395

Land Data

Zoning Topography Utilities Shape

Community Business, B2
Generally Level
All City
Irregular

Land Size Information

Gross Land Size

0.87 Acre or 38,095 SF

Indicators

Sale Price/Gross Acre Sale Price/Gross SF

\$598,480
\$13.74

Legal Description

A portion of the N1/2N1/2 of Section 3, T 18 N, R 105 W.

Remarks

This site was purchased by the adjoining landowner for expansion of his display area for the automobile dealership. Blaine Tate indicated the price was influenced by the owner's need to expand.

Land Sale No. 2



Property Identification

Record ID	186
Property Type	Commercial, Commercial
Property Name	Car Wash Site
Address	2510 Foothill, Rock Springs, Sweetwater County, Wyoming
Location	Southwest of Dewar Drive and Foothill Blvd. Intersection

Sale Data

Grantor	Rocky Mountain Bank
Grantee	Wash N Glow, Inc.
Sale Date	August 3, 2015
Deed Book/Page	1210/4198
Property Rights	Fee Simple
Marketing Time	N/A
Conditions of Sale	Arms Length
Financing	Cash to Seller
Verification	James Lever Seller, Confirmed by John Sherman

Sale Price	\$247,000
Cash Equivalent	\$247,000

Land Sale No. 2, Cont.

Land Data

Zoning	Community Business, B2
Topography	Level
Utilities	All City
Shape	Irregular

Land Size Information

Gross Land Size	0.580 Acres or 25,400 SF
------------------------	--------------------------

Indicators

Sale Price/Gross Acre	\$425,862
Sale Price/Gross SF	\$9.72

Legal Description

The north half of Lot 9, White Mountain Property

Remarks

The site was purchased for a car wash. It is irregular in shape and is an interior lot. The buyer had to purchase access from the adjoining hotel and clean up easements and property line issues. The total price including these extras is used. MLS indicates a sale price of \$229,000, however Jim Lever indicated that the total price was \$247,000.

Land Sale & Listing No. 3



Property Identification

Record ID	226
Property Type	Commercial
Property Name	Elk Street Property
Address	1430 Elk Street, Rock Springs, Sweetwater, County Wyoming
Location	South of Interstate 80 on the East Side of Elk Street

Sale Data

Grantor	Bowker Properties to Monte Vista Construction
Survey Date	February 22, 2017 Sale, Listing 4-16-18
Property Rights	Fee Simple
Financing	Cash to Seller
Verification	MLS# 20164061 and 20180482 Blaine Tate listing Realtor Verified by John Sherman Brian Smith Selling/Listing Realtor Verified by

Sale Price	\$20,000
Listing Price	\$69,900

Land Sale & Listing No. 3, Cont.

Land Data

Zoning Community Business, B2

Land Size Information

Gross Land Size 0.43 Acres, 18,531sf

Indicators

Sale Price/Gross SF \$1.08 Sale

Sale Price/Gross SF \$3.73 Listing

Legal Description

A tract in the NW1/4 of Section 26, T. 19 N., R. 105 W.

Remarks

This lot was sold considerably below market according to both Blaine Tate and Brian Smith. The buyer has the property listed for what Blaine Tate believes is close to market.

Land Listing No. 4



Property Identification

Record ID	226
Property Type	Commercial;
Property Name	Gateway Listings and Sale
Address	Gateway Blvd., Rock Springs, Sweetwater County, Wyoming
Location	East of Interstate 80 in Rock Springs

Sale Data

Grantor	Western Wyoming Community College and Renz
Date	January 20, 2015 sale, current listings as of 4-26-18
Property Rights	Fee Simple
Financing	Cash to Seller
Verification	Blaine Tate selling agent, Brian Marincic listing agent MLS#'s 20174684, 20174685, 40174687, 20175612, & 20142543

Land Listing No. 4, Cont.

Listing Price	\$770,000, \$624,000, \$624,000, \$561,000
Sale Price	\$290,000

Land Data

Zoning	Community Business, B2
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Land Size Information

Gross Land Size	2.49 Acres, 2.45 Acres, 2.43 Acres, 2.20 Acres Sale is 65,000 square feet.
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Indicators

Sale Price/Gross SF	\$7.10, \$5.85, \$5.90 and \$5.90 Listings
Sale Price/Gross SF	\$4.46 Sale

Legal Description

Lots 1, 4, 5, and 13, College View Commercial Park & Lot 1 Teton Subdivision. (Resub Lot 9)

Remarks

There are several lots available along Gateway Blvd. The area has not yet developed, with only a few buildings along the long street. The buyer purchased Lot 11 Teton Subdivision for an optometrist office. The lot is still vacant. Brian Marincic indicated that he has had no interest in the College-owned sites for over a year.

Land Listing No. 5



Property Identification

Record ID	226
Property Type	Commercial
Property Name	Vineyards Listings
Address	100, 240 & 280 Bordeaux Lane, Rock Springs, Sweetwater County, Wyoming
Location	Central Rock Springs

Land Listing No. 5, Cont.

Sale Data

Grantor	Monte Vista Construction, LLC
Survey Date	April 16, 2018
Property Rights	Fee Simple
Financing	Cash to Seller
Verification	Becky Costantino; Confirmed by John Sherman MLS# 20105195, 20105196, & 20110828

Listing Price	\$150,000
Cash Equivalent	\$150,000

Land Data

Zoning	Community Business, B2
---------------	------------------------

Land Size Information

Gross Land Size	1.24 Acres or 54,014 SF
	1.08 Acres or 47,045 SF
	1.09 Acres or 47,480 SF

Indicators

Sale Price/Gross SF	\$2.78
Sale Price/Gross SF	\$3.19
Sale Price/Gross SF	\$3.16

Legal Description

Lots 1, 5, & 7 The Vineyards Phase 1

Remarks

There are three lots owned by this construction company that are listed. There are additional vacant lots on this street. Only one lot has been improved with a commercial building. Becky Costantino indicated that there was some interest in putting a senior living facility on the lots, however there has been no commercial interest in the lots.

ADDENDUM



Matthew H. Mead
Governor

WYOMING Department of Transportation

"Providing a safe, high quality, and efficient transportation system"

5300 Bishop Boulevard, Cheyenne, Wyoming 82009-3340



William T. Panos
Director

March 22, 2018

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

Project: B183016
Road: District 3 Signal Work
Section: Various Locations
County: Sweetwater
Parcel No.: 2

Dear City of Rock Springs:

The Wyoming Department of Transportation (the Department) is planning a road construction project in Rock Springs, Wyoming at the intersections of Elk St/Center St/Bridger Ave, Grant St/North Center St, and Dewar Dr/South Side Belt Route. At this time the plan of work includes three intersections within the city of Rock Springs, North Center St./Bridger Ave. & Elk St., North Center St. & Grant St., and Dewar Drive & South Side Belt Route. Work will include ADA & signal upgrades, island replacement, and minor storm sewer work. In order to construct this project, the Department is proposing to acquire a Construction Permit, Warranty Deed.

Any permit area(s), shown crosshatched in red, will be used as a temporary construction area and will be reclaimed to the extent that can be reasonably accomplished. Any permanent acquisition(s), shown in solid red, will be required for additional right-of-way.

John Sherman, Appraiser, has been assigned to complete the appraisals for this project. Enclosed you will find a Permit to Appraise form. This document allows the appraiser permission to enter upon, inspect, and take any necessary photographs needed for the appraisal process. Please complete and sign the enclosed Permit to Appraise form and return it in the enclosed postage paid, green envelope.

Should you have any questions or concerns regarding this project, or would like to accompany the appraiser or a Department representative on an inspection of the property being acquired, please contact John Sherman toll free at 1-888-570-9908, direct at (307) 887-8423, or by email at johnshermanllc@gmail.com.

This letter informs you of the proposed project prior to the final valuation of your land. The valuation report will then be reviewed and upon acceptance turned over to Dana Wood, at (307) 777-4429, who will be the next person to contact you.

Sincerely yours,
James Wasson
Project Manager

By: John Sherman
Appraiser

Enclosures:
Plan Sheet
Permit To Appraise
Return Envelope

PERMIT TO APPRAISE

Project: B183016
Road: District 3 Signal Work
Section: Various Locations
County: Sweetwater
Parcel No.: 2

I, CARL R. DEMSHAR, JR Landowner(s) or duly authorized agent grant the
{PRINT NAME}

Wyoming Department of Transportation the right to enter upon my property for the purpose of making a highway appraisal and/or land studies. Appraisal operations could include the use of men, passenger vehicles and any other equipment needed for the completion of the appraisal. Entry will be coordinated with the landowner whenever possible as to not interfere with their operation.


Signature Date 3.29.18

Please provide the following information so that we can better serve you:

307-352-1510 Best phone number to reach you.

9AM - 4PM Best time to contact you

RECORD OF CONVERSATION

Parcel 2- City of Rock Springs

April 16, 2018

Paul Kauchich

(307) 389-8738 Cell

I called Paul Kauchich and offered him the opportunity to accompany me on my inspection the acquisition. Paul indicated that he was aware of the project and had been involved in some of the planning. I told him the acquisition area is marked now and Paul indicated the he would take a look at the area and call me if he had any questions. He did not think the acquisition would impact the use of the remaining property.

**WYOMING DEPARTMENT OF TRANSPORTATION
OFFICIAL RECEIPT**

Project: B183016
Road: District 3 Signal Work
Section: Various Locations
County: Sweetwater
Parcel No.: 2

The undersigned owner and/or claimant or the authorized representative hereby acknowledges receipt of the following right-of-way documents from the Wyoming Department of Transportation, as follows to-wit:

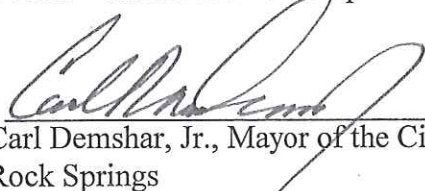
1. Copy of the "Summary Statement of Fair Market Value";
2. Copy of the "Memorandum of Agreement" with the authorized offer in the amount of Seven Thousand Five Hundred Sixty and 0/100 Dollars (\$7,560.00);
3. Copy of Conveyance;
4. Copy of the Right-of-Way Engineering Plans by ownership, marked *Exhibit "A"*;
5. Copy of the Right-Of-Way Brochure, "*Highways and Your Land*";
6. Copy of the W-9 Tax Information Form;
7. WYDOT Vendor Form.

It is expressly understood that the signing of this receipt does not in any way affect any rights of the undersigned relative to these matters, but is for the sole purpose of indicating receipt and explanation of the herein above listed documents.

Wyoming Department of Transportation

Owner - Claimant and/or Representative

By: _____
Lauren Spelts, Right of Way Agent


Carl Demshar, Jr., Mayor of the City of
Rock Springs

Date Mailed: _____

Date Received: 5.22.18

Please return the signed and dated original of this form to the Wyoming Department of Transportation, 5300 Bishop Blvd., Cheyenne, Wyoming, 82009-3340



Matthew H. Mead
Governor

WYOMING Department of Transportation

"Providing a safe, high quality, and efficient transportation system"

5300 Bishop Boulevard, Cheyenne, Wyoming 82009-3340



William T. Panos
Director

MEMORANDUM

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

Project: B183016
Road: District 3 Signal Work
Section: Various Locations
County: Sweetwater
Parcel: 2

SUBJECT: SUMMARY STATEMENT OF FAIR MARKET VALUE

In order that you may be apprised of the basis of our determination of fair market value for the following described property, we submit the following information.

A. Identification of the real property to be acquired:

Parcels of land located in Block 2 of the UPRR First Addition and located in Lots 6 and 7 of the Treasurer adjusted UPRR First Addition Sweetwater County, Wyoming, located in Lot 3 Section 35, also a parcel in the SE1/4SW1/4 of Section 26, all in T. 19 N., R. 105 W., Sweetwater County, Wyoming.

B. Type of Interest being acquired: Temporary Easement, Fee Taking

C. Identification of all Improvements including fixtures which are to be acquired: None

D. Identification of real property improvements including fixtures to be acquired which are not owned by the owner of the land: None

E. Identification of major items which are considered personal property and therefore are not included in this summary of value: None

F. Summary of fair market value

(1) Land	\$6,760.00
(2) Damages	\$0.00
(3) Improvements	\$0.00
(4) Temporary Takings	\$800.00
(5) Less Benefits	\$0.00
(6) Total	\$7,560.00

G. The Wyoming Transportation Commission declared that this offer is the amount that has been established by the Department as just compensation and is in accordance with the applicable state law and requirements. Just compensation has been defined by the Wyoming Courts as being the value of the property taken, plus damages, if any, to the remaining property, but deduction from the damages any benefits which may accrue to the remaining property from the construction of the highway.

For: Kevin Lebeda
Lands Management Administrator

Date: May 15, 2018

**T19N R105W
SEC 35
LOT 3**

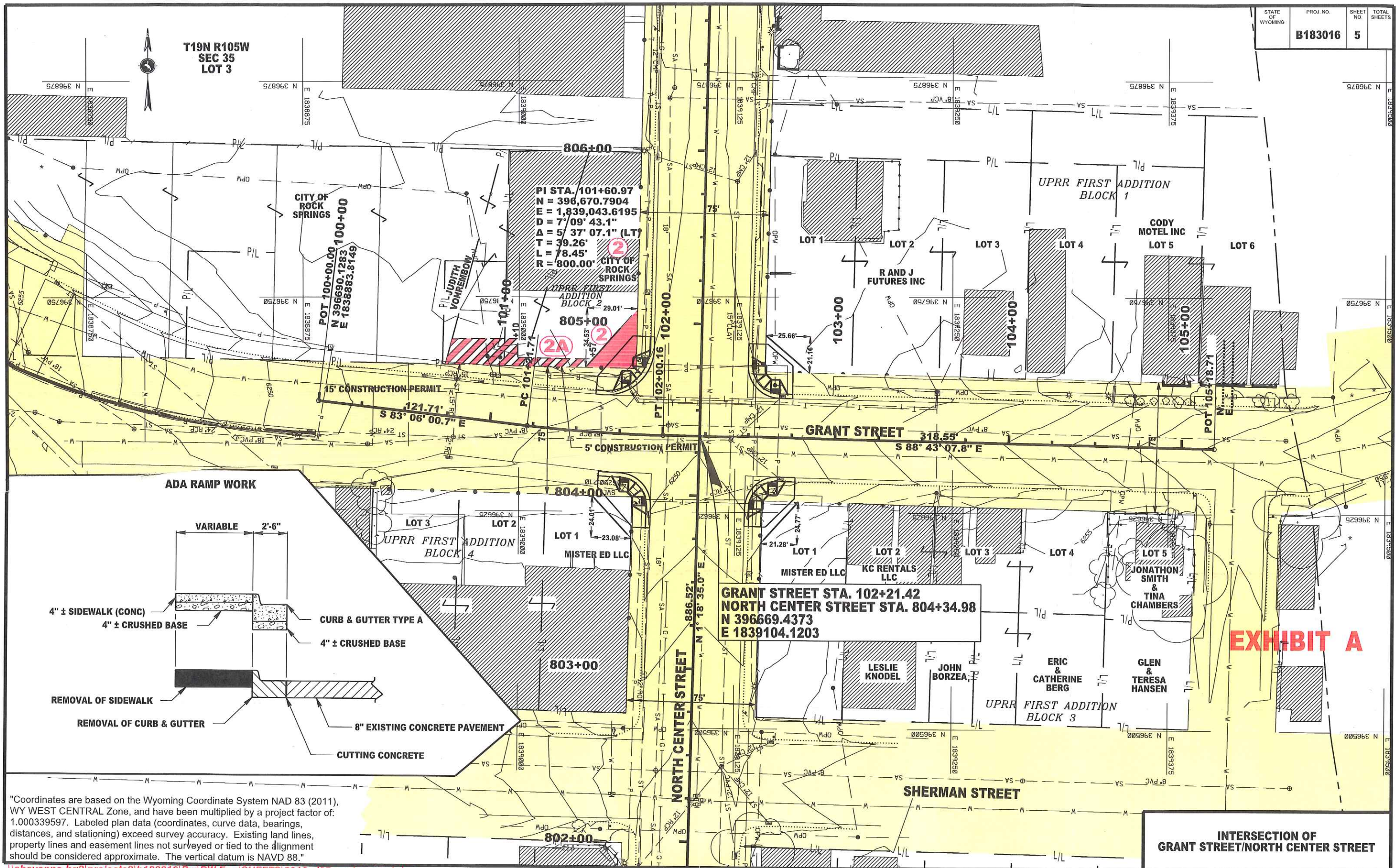


EXHIBIT A

"Coordinates are based on the Wyoming Coordinate System NAD 83 (2011), WY WEST CENTRAL Zone, and have been multiplied by a project factor of: 1.000339597. Labeled plan data (coordinates, curve data, bearings, distances, and stationing) exceed survey accuracy. Existing land lines, property lines and easement lines not surveyed or tied to the alignment should be considered approximate. The vertical datum is NAVD 88."

**INTERSECTION OF
GRANT STREET/NORTH CENTER STREET**

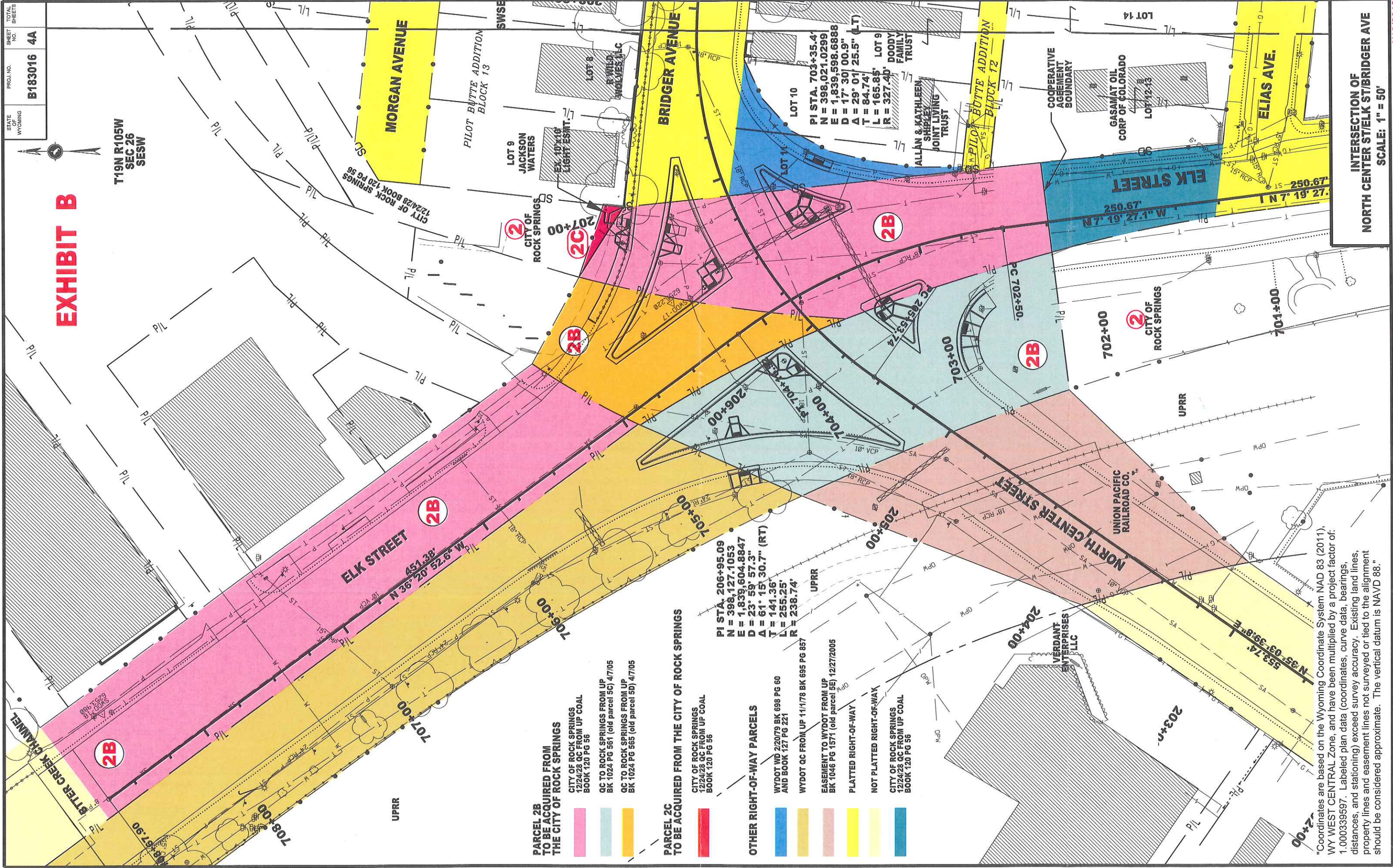


EXHIBIT B

STATE OF WYOMING
PROJECT NO. B183016
SHEET NO. 4A
TOTAL SHEETS

T19N R105W
SEC 26
SESW

PARCEL 2B
TO BE ACQUIRED FROM
THE CITY OF ROCK SPRINGS

- CITY OF ROCK SPRINGS
12/24/28 QC FROM UP COAL
BOOK 120 PG 56
- QC TO ROCK SPRINGS FROM UP
BK 1024 PG 561 (old parcel 5C) 4/7/05
- QC TO ROCK SPRINGS FROM UP
BK 1024 PG 565 (old parcel 5D) 4/7/05

PARCEL 2C
TO BE ACQUIRED FROM THE CITY OF ROCK SPRINGS

- CITY OF ROCK SPRINGS
12/24/28 QC FROM UP COAL
BOOK 120 PG 56

OTHER RIGHT-OF-WAY PARCELS

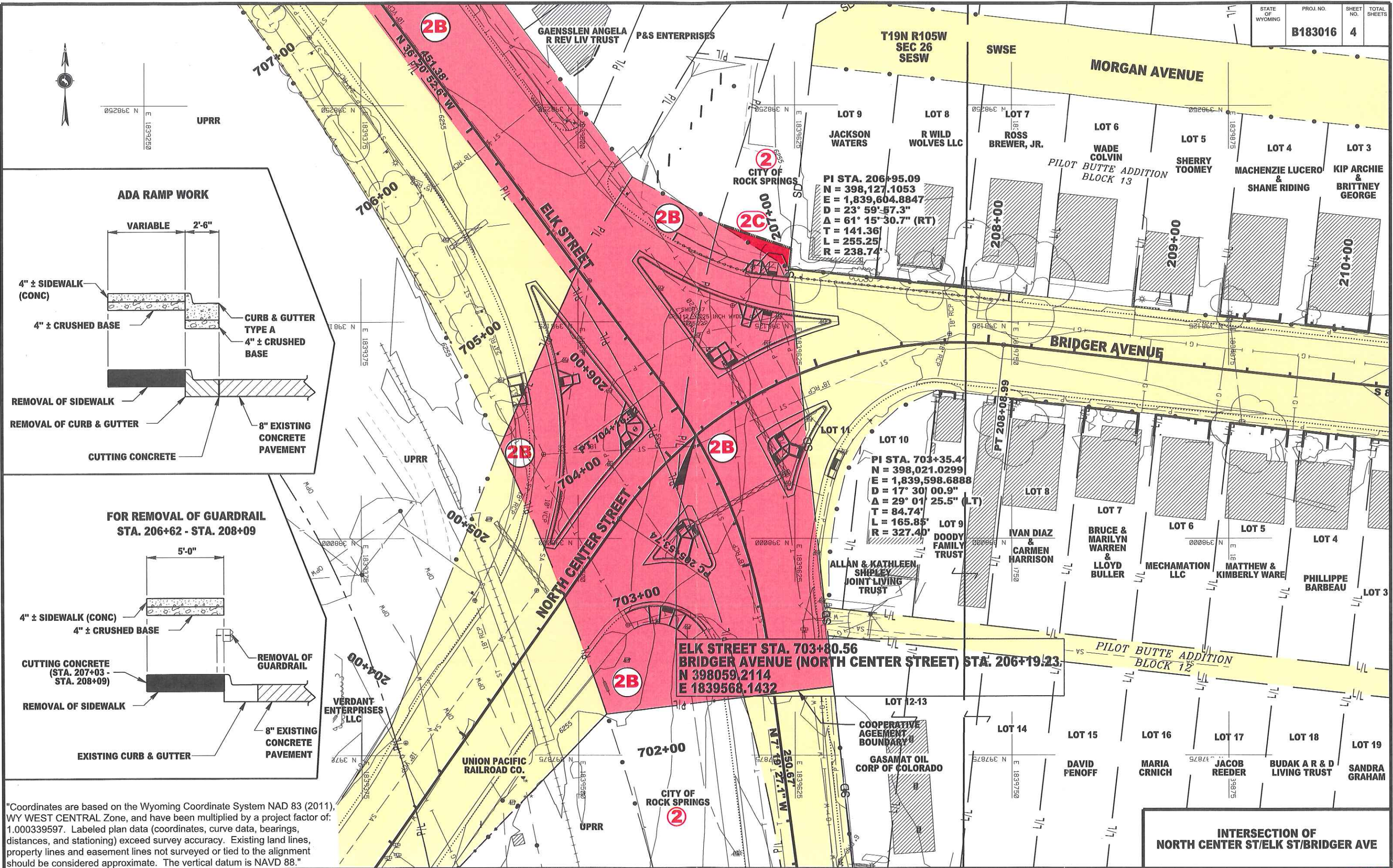
- WYDOT WD 22079 BK 698 PG 60
AND BOOK 127 PG 221
- WYDOT QC FROM UP 11/178 BK 695 PG 857
- EASEMENT TO WYDOT FROM UP
BK 1046 PG 1571 (old parcel 5E) 12/27/2005
- PLATTED RIGHT-OF-WAY
- NOT PLATTED RIGHT-OF-WAY
- CITY OF ROCK SPRINGS
12/24/28 QC FROM UP COAL
BOOK 120 PG 56

PI STA. 206+95.09
N = 398,127.1053
E = 1,839,604.8847
D = 23° 59' 57.3" (RT)
Δ = 61° 15' 30.7" (RT)
T = 141.36'
L = 255.25'
R = 238.74'

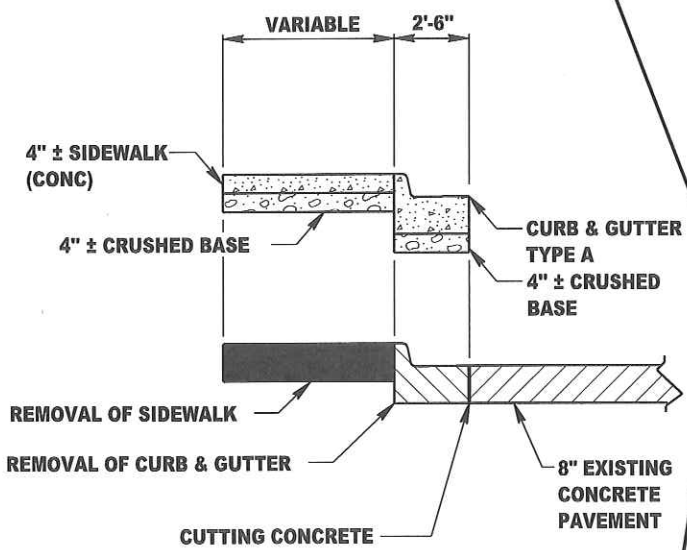
UPRR

*Coordinates are based on the Wyoming Coordinate System NAD 83 (2011), WY WEST CENTRAL Zone, and have been multiplied by a project factor of: 1.000339597. Labeled plan data (coordinates, curve data, bearings, distances, and stationing) exceed survey accuracy. Existing land lines, property lines and easement lines not surveyed or tied to the alignment should be considered approximate. The vertical datum is NAVD 88."

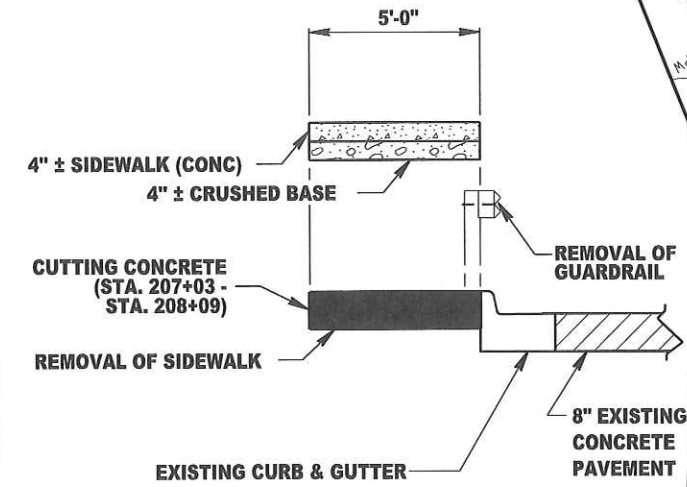
INTERSECTION OF
NORTH CENTER ST/ELK ST/BRIDGER AVE
SCALE: 1" = 50'



ADA RAMP WORK



FOR REMOVAL OF GUARDRAIL STA. 206+62 - STA. 208+09



"Coordinates are based on the Wyoming Coordinate System NAD 83 (2011), WY WEST CENTRAL Zone, and have been multiplied by a project factor of: 1.000339597. Labeled plan data (coordinates, curve data, bearings, distances, and stationing) exceed survey accuracy. Existing land lines, property lines and easement lines not surveyed or tied to the alignment should be considered approximate. The vertical datum is NAVD 88."

**INTERSECTION OF
NORTH CENTER ST/ELK ST/BRIDGER AVE**

RESOLUTION NO. 2018- 105

A RESOLUTION AUTHORIZING AND DIRECTING CARL R. DEMSHAR, JR., AS MAYOR OF THE CITY OF ROCK SPRINGS, WYOMING, AND MATTHEW L. MCBURNETT, AS CITY CLERK OF THE CITY OF ROCK SPRINGS, WYOMING, TO ACCEPT AND APPROVE A BUDGET REVISION TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2018.

WHEREAS, the City of Rock Springs has submitted an Operating Budget for the fiscal year ending June 30, 2018, for salaries and expenses of all City Officials, for the Police Department and Fire Department, for the support and maintenance of the City Government and for all its expenditures; and,

WHEREAS, said Operating Budget was passed and approved by Resolution 2017-59 on June 20, 2017; and,

WHEREAS, the Council has determined that it is necessary and in the best interests of the City of Rock Springs to amend the budget for the fiscal year ending June 30, 2018; and,

WHEREAS, the Budget Revision indicates a source of funding adequate to cover all proposed expenditures.

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

Section 1. That the Budget Revision for the City of Rock Springs, be, and it is hereby, accepted by the Governing Body of the City of Rock Springs, Wyoming, for the 2017-2018 fiscal year ending June 30, 2018.

Presented for your consideration are the following amendments to the budget of the City of Rock Springs, Wyoming, for the 2017-2018 fiscal year ending June 30, 2018:

Addition of the following unanticipated revenues:

General Fund	
Miscellaneous Reimbursements	\$ 522.58
WYDOT Miscellaneous Grant Payments	7,000.00
Health Insurance Fund	
Miscellaneous Reimbursements	250,000.00

Additions to the following expenditure line items:

General Fund

Parks	
Parks Improvements	7,000.00
Golf Course	
Specialized Departmental Supplies	522.58
Health Insurance Fund	
Insurance Administration	5,000.00
Insurance Claims	245,000.00

Section 2. That the Mayor of the City of Rock Springs, is hereby authorized, empowered and directed to accept and approve said budget revision on behalf of said City, and that the City clerk of said City is hereby authorized and directed to attest said budget revision and to attach to each duplicate original of said budget revision a certified copy of this resolution.

PASSED AND APPROVED this _____ day of _____, 2018.

President of the Council

Attest:

Mayor

City Clerk

*CLB
11/21/18*

RESOLUTION NO. 2018- 106

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

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

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

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

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

WHEREAS, the Governing Body of the City of Rock Springs approved the sale of said real property to JAMCO Rentals, LLC in Resolution 2018-40; and,

WHEREAS, the property description of said property has changed as the result of the creation of a new subdivision within the City of Rock Springs entitled, "The Community Center Subdivision"; and,

WHEREAS, upon recording of the new subdivision with the Sweetwater County Clerk, the new legal description will be as follows:

LOT NUMBERED ONE (1) AS CONTAINED WITHIN THE FINAL PLAT OF THE COMMUNITY CENTER SUBDIVISION, A SUBDIVISION TO THE CITY OF ROCK SPRINGS, COUNTY OF SWEETWATER, STATE OF WYOMING, SAID LOT LYING IN THE SOUTHEAST QUARTER OF SECTION 26, RESURVEY TOWNSHIP 19 NORTH, RANGE 105 WEST OF THE 6th P.M., SWEETWATER COUNTY, WYOMING.

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

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

Section 2. That the Mayor of said City be, and he is hereby, authorized, empowered and directed to execute any and all documents necessary to accomplish said sale on behalf of the City of Rock Springs, including, but not limited to, the execution of a Warranty Deed in favor of the buyers; and that the City Clerk of said City be, and he is hereby, authorized and directed to attach to said contract and to said Warranty Deed a certified copy of this resolution.

PASSED AND APPROVED this _____ day of _____, 2018.

President of the Council

Mayor

Attest:

City Clerk

AMENDED AGREEMENT FOR THE PURCHASE OF REAL ESTATE

AGREEMENT MADE this _____ day of _____, 2018,
by and between JAMCO Rentals, LLC whose address is 1112 Hilltop
Drive, Rock Springs, Wyoming 82901, hereinafter referred to as
the "Buyers", and the City of Rock Springs, Wyoming, a municipal
corporation whose address is 212 D Street, Rock Springs, Wyoming
82901, of the State of Wyoming, hereinafter referred to as the
"Seller".

W I T N E S S E T H:

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

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

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

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

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

2. SALE OF PROPERTY. The Seller does hereby agree to
sell, assign, transfer, set over, convey and deliver to Buyers,
said sale to be further evidenced by a good and sufficient
Warranty Deed, executed as provided herein, and the Buyers do
hereby agree to buy from the Seller, upon the terms and
conditions hereinafter set forth, the real property as follows:

LOT NUMBERED ONE (1) AS CONTAINED WITHIN THE FINAL
PLAT OF THE COMMUNITY CENTER SUBDIVISION, A
SUBDIVISION TO THE CITY OF ROCK SPRINGS, COUNTY OF

SWEETWATER, STATE OF WYOMING, SAID LOT LYING IN THE SOUTHEAST QUARTER OF SECTION 26, RESURVEY TOWNSHIP 19 NORTH, RANGE 105 WEST OF THE 6th P.M., SWEETWATER COUNTY, WYOMING.

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

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

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

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

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

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

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

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

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

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

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

12. OTHER AGREEMENTS. All representations made in the negotiations of this sale have been incorporated herein, and there are no verbal agreements or representations between Buyers, or Seller to modify the terms and conditions of this Agreement.

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

Attest: CITY OF ROCK SPRINGS, WYOMING,
SELLER

CITY CLERK

MAYOR

(SEAL)

JAMCO Rentals, LLC,
BUYERS

STEVEN JOHNSON, OWNER

HILARY JOHNSON, OWNER

State of Wyoming)
: ss.
County of Sweetwater)

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

Witness my hand and official seal,

Notary Public

My Commission Expires _____

W A R R A N T Y D E E D

THE CITY OF ROCK SPRINGS, WYOMING, a Wyoming Municipal Corporation," GRANTOR, for the consideration of TEN DOLLARS and other good and valuable consideration in hand paid, the receipt of which is hereby acknowledged, hereby CONVEYS and WARRANTS to JAMCO RENTALS, LLC, 1112 Hilltop Drive, Rock Springs, Sweetwater County, Wyoming, all interest in the following described real property, situate in the County of Sweetwater, in the State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to-wit:

LOT NUMBERED ONE (1) AS CONTAINED WITHIN THE FINAL PLAT OF THE COMMUNITY CENTER SUBDIVISION, A SUBDIVISION TO THE CITY OF ROCK SPRINGS, COUNTY OF SWEETWATER, STATE OF WYOMING, SAID LOT LYING IN THE SOUTHEAST QUARTER OF SECTION 26, RESURVEY TOWNSHIP 19 NORTH, RANGE 105 WEST OF THE 6th P.M., SWEETWATER COUNTY, WYOMING.

The above-described tract is subject to any other rights-of-way and/or easements that have been legally acquired.

DATED this _____ day of _____, 2018.

THE CITY OF ROCK SPRINGS, WYOMING,
GRANTOR,

By: _____
MAYOR

STATE OF WYOMING)
 :ss
COUNTY OF SWEETWATER)

This instrument was subscribed to, sworn, and acknowledged before me on this _____ day of _____, 2018, by Carl R. Demshar, Mayor of the City of Rock Springs, Sweetwater County Wyoming.

Notary Public

My Commission Expires: _____



City Council Agenda

Ordinances

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.

1st Reading: _____

2nd Reading: _____

3rd 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.

1st Reading: _____

2nd Reading: _____

3rd Reading: _____

PASSED AND APPROVED this _____ day of _____, 2018.

President of the Council

Mayor

Attest:

City Clerk



City Council Agenda

Executive Session
