



*City Council Meeting  
Agenda Packet*

*July 3, 2018*

*7 p.m.*

# City Council Meeting Agenda—Revised\*

## July 3, 2018 7 p.m.



1. Pledge of Allegiance
2. Roll Call
- p. 5 3. Approval of Minutes: Special City Council Meeting of June 7, 2018, and the City Council Meeting of June 19, 2018

### APPOINTMENTS

- p. 17 1. Board of Adjustment—Cross, Kayle, 1<sup>st</sup> Term
2. Board of Adjustment—Manatos, Mary, 1<sup>st</sup> Term
3. Board of Adjustment—West, Keaton, 1<sup>st</sup> Term

### PRESENTATIONS AND PROCLAMATIONS

1. Presentation: WyoRadio—Josh Henderson, Advertising for High School Sports Events
- p. 19 2. Presentation: Wyoming Wilderness Association—Shaleas Harrison, Migration Corridor/RS Planning Area

### PETITIONS

### COUNCIL COMMITTEE AND BOARD REPORTS

- p. 24 1. Parks & Recreation Advisory Board Meeting Minutes of May 10, 2018

### CORRESPONDENCE

- p. 27 1. Letter from Sweetwater Events Complex Regarding Fireworks at *Wyoming's Big Show*

### BILLS AND CLAIMS

- p. 33 1. Bills and Claims for July 3, 2018
- p. 53 2. Salaries for June 22, 2018

### NEW BUSINESS

- p. 55 1. Request from the Finance and Administration Department for permission to fill a vacant Computer Support Specialist I or II position in the Information Technology division
- p. 56 2. Request from the Parks & Recreation Department for permission to fill a vacant Janitor position at the Family Recreation Center
- p. 57 3. Request from the Engineering & Operations Department for permission to fill a vacant Janitor position in the City Buildings division
- p. 58 4. Request from the Engineering & Operations Department for permission to fill a vacant Cemetery Maintenance Worker I position in the Cemetery division
- p. 59 5. Request from the Fire Department for permission to fill a vacant Fire Battalion Chief position
- p. 60 6. Request from the Police Department for permission to fill a vacant Administrative Assistant position in the Animal Control division
- p. 61 7. Request from Santa Fe Trail, Inc. for the transfer of their liquor license to Green River to cater the Genesis Picnic on August 25, 2018, from noon—4 p.m. at Expedition Island
- p. 62 8. Request from Santa Fe Trail, Inc. for a Liquor Catering Permit for the Ratcliff Reception on July 21, 2018, from 4:30 p.m.—midnight at Bunning Hall
- p. 66 9. Request from Lew's, Inc. for a Liquor Catering Permit for the Genesis Alkali Westvaco event on July 16, 2018, from 4 p.m.—midnight at Bunning Hall
- p. 70 10. Request from the Sweetwater Dirt Racing Alliance for two Malt Beverage Permits for the Stock Car Races on July 6-7, 2018, from 5 p.m.—midnight at the Sweetwater Speedway
- p. 73 11. Request from the Sweetwater Dirt Racing Alliance for two Malt Beverage Permits for the Stock Car Races on August 10-11, 2018, from 5 p.m.—midnight at the Sweetwater Speedway
- p. 76 12. Request from the Sweetwater Dirt Racing Alliance for two Malt Beverage Permits for the Stock Car Races on August 31 and September 1, 2018, from 5 p.m.—midnight at the

- Sweetwater Speedway
- p. 79 13. Request from the Sweetwater County Fairground for five Malt Beverage Permits for *Wyoming's Big Show* on July 31-August 2, 2018, from 4 p.m.—midnight, August 3, 2018, from 4 p.m.—12:30 a.m., and August 4, 2018, from noon—12:30 a.m. at the Sweetwater Events Complex (*Approval contingent upon following Best Practices—see Attachment #1*)
- p. 27 14. Request from the Sweetwater Events Complex for permission to hold a public fireworks display during *Wyoming's Big Show*, to take place on August 3-4, 2018, at approximately 10 p.m. at the Sweetwater Events Complex

## RESOLUTIONS

- p. 86 1. 2018-106 A Resolution acknowledging completion of storm sewer, sanitary sewer, water line, road repair, curb and gutter and sidewalk, Wastewater Treatment Plant and Gateway Pump Station Improvement Projects financed with a portion of the proceeds of the Lease Revenue Bonds, in the amount of \$51,080,000.00 from the 2013 Specific Purpose Tax Joint Powers Board
- p. 88 2. 2018-107 A Resolution accepting and approving a Ray Lovato Recycling Center Service Agreement
- p. 91 3. 2018-108 A Resolution accepting and approving an agreement with Whitaker Construction Company, Inc. in the amount of \$389,769.00 for the Bitter Creek Sewer Crossing Replacement project
- p. 102 4. 2018-109 A Resolution accepting and approving a Sweetwater County Transit Authority (STAR) Service Agreement
- p. 105 5. 2018-110 A Resolution accepting and approving a Questica Budget agreement for software implementation services in the amount of \$16,650.00
- p. 136 6. 2018-111 A Resolution accepting and approving a Memorandum of Understanding between the City of Rock Springs and First Bank to grant a Maintenance Easement to the City of Rock Springs, to maintain a retaining wall between two parcels near North Side State Bank
- p. 139 7. 2018-112 A Resolution accepting and approving the Final Plat for the Community Center Subdivision, a re-subdivision of Lots 1—8 of Block 5, and Lots 7—8 of Block 10 near the Community Center, located at 538 Pilot Butte Ave
- p. 154 8. 2018-113 A Resolution accepting and approving an Amended Contract for Sale of Real Property, located at 538 Pilot Butte Ave to JAMCO Rentals, LLC
- p. 161 9. 2018-114 A Resolution declaring the intent of the City of Rock Springs to take all actions necessary in support of the continuation of the existing county-wide 3% Lodging Tax, with a proposed 1% increase of said Tax
- p. 162 10. 2018-115 A Resolution authorizing the submission of an application for federal funding through the Transportation Alternatives Program (TAP) for the James Drive/2<sup>nd</sup> Street Pedestrian Enhancement Project
- p. 219 11. 2018-116 A Resolution accepting and approving an Addendum to the Collective Bargaining Agreement with the International Union of United Mine Workers of America (UMWA)

## ADJOURNMENT



*City Council Agenda*

# *Minutes*

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

City Council met in special session on June 7, 2018. Mayor Carl Demshar called the meeting to order at 5:32 p.m. Members present included Councilors Jason Armstrong, Rose Mosbey, Billy Shalata, Glennise Wendorf, Rob Zotti, David Halter, and Mayor Demshar. Councilors Tim Savage and David Tate were absent from the meeting. Department heads present included Jim Wamsley, Steve Horton, Dave Lansang, Matthew McBurnett, Kara Beech, Dwane Pacheco, and Richard Beckwith. The negotiating team members from UMW Local Union #4893 were present: Darren Johnson, Rich Morgan, and Chandra Rasmussen. The pledge of allegiance was recited.

**NEW BUSINESS**

**Labor Agreement between the City of Rock Springs and the United Mine Workers Association Local Union 4893 to construct a Wages agreement to be effective July 1, 2018—July 1, 2020**

Darren Johnson addressed the Governing Body, and stated that he would yield to Rich Morgan, UMW District 22 Representative. Rich Morgan indicated that employees are entitled to and have earned an increase that they have not received in the last three years. A percentage, usually being the method for awarding increases by the City, concerns Mr. Morgan as it increases the disparity between employees at different levels within ranges. Mr. Morgan asked and staff confirmed that there have not been any advancements within range, not including promotions for the past three years. Discussion ensued regarding the cost of living in our area and how it is affecting employees.

The Main Street Beautification Program was identified as a budget item that could have been reduced in order to award raises to staff in the past. Councilor Zotti confirmed that it is not a priority project, but that citizens would like to see beautification taking place, as it is public funds that we have to work with. Councilor Wendorf also clarified that there are many grants and volunteer hours put into the Main Street Beautification Program, which does not require the use of City funds.

After much discussion, Councilor Halter interjected to ask what the Union would like to see in these negotiations. Mr. Morgan confirmed that they would like to get a set dollar amount for raises, using a figure of seventy-five cents (\$0.75) per hour as an example. Mayor Demshar inquired to see if staff would be able to change the budget for this kind of request. Matthew McBurnett, Director of Finance and Administration, confirmed that amendments could be made to the budget, if necessary. Darren Johnson requested a brief caucus to discuss and poll the members present.

At 5:52 p.m. the parties broke for caucus and resumed the meeting at 6:02 p.m.

Darren Johnson addressed the Governing Body, stating that he would also like to see a set dollar amount for raises, but that it is too late in the budget process to ask for this now and that they may revisit at the next round of negotiations. Mr. Johnson then stated that they will follow suit with the Rock Springs Firefighters I.A.F.F. Local 1499, and ask for the same wage changes, being a 1% COLA and a 1.5% range movement for eligible employees. It was confirmed that there would be a voice vote with union members after the meeting this evening to confirm the offer.

**ADJOURNMENT**

There being no further business, the meeting adjourned at 6:08 p.m.

By: \_\_\_\_\_  
Council President

ATTEST:

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

\_\_\_\_\_  
Mayor

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

City Council met in regular session on June 19, 2018. Mayor Demshar called the meeting to order at 7 p.m. Members present included Councilors Jason Armstrong, Tim Savage, Rose Mosbey, Billy Shalata, David Tate, Glennise Wendorf, Rob Zotti, David Halter, and Mayor Demshar. Department Heads present included Matthew L. McBurnett, Paul Kauchich, Steve Horton, Richard Beckwith, Jim Wamsley, and Dwane Pacheco. The pledge of allegiance was recited.

#### Approval of Revised Agenda

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

#### Approval of Minutes

Moved by Councilor Wendorf, seconded by Councilor Tate to approve the City Council Meeting Minutes of June 5, 2018.

#### **BID OPENINGS**

##### Bitter Creek Sewer Crossing Project

One bid was received from DeBernardi Construction Company, Inc., 514 G Street, Rock Springs, Wyoming, in the amount of \$373,942.00.

One bid was received from Whitaker Construction Company, Inc., 44 South 1050 West, Brigham City, Utah, in the amount of \$336,969.00.

#### **APPOINTMENTS**

##### Community Fine Arts Center – RJ Pieper, 4<sup>th</sup> Term

Moved by Councilor Mosbey, seconded by Councilor Armstrong to appoint RJ Pieper for a 4<sup>th</sup> term on the Community Fine Arts Center Board. Upon roll call the following voted in favor: Councilors Armstrong, Savage, Mosbey, Tate, Wendorf, Zotti, Halter, and Shalata. Motion carried unanimously.

#### **PRESENTATIONS AND PROCLAMATIONS**

##### Rock Springs Animal Control—Mike Kiggins

Mike Kiggins, Animal Control Supervisor stated that he was hired on in 1990, and every Friday, they euthanized animals to comply with the City's ordinances. He has since changed the ordinance to extend time limits that animals are housed at the shelter. The Jackson Hole Spay and Neuter program funded the Rock Springs Animal Control's Spay and Neuter Program for the first year, and Mr. Kiggins thanked the Council for funding it in following years. The Animal Control Shelter's goal is to become a non-kill shelter, which has the condition of a euthanasia rate below 10%. The shelter's euthanasia rate is currently at 16% for cats, and 2% for dogs. Mr. Kiggins also updated the Council regarding the upcoming Bunning Park Area Rehabilitation Project and informed the Council that 17 cats have been trapped in the Bunning Park area and transferred to the Humane Society for treatment and housing. A low cost vaccination clinic was recently held and 30 animals were vaccinated. Councilor Savage also informed the Council that Blaine Tate sponsored the Spay and Neuter Program and thanked him for his generosity. Mr. Kiggins thanked his staff for their hard work and dedication to the Animal Control shelter, and Councilors Zotti and Savage, as well as Mayor Demshar, mirrored Mr. Kiggins' gratitude.

##### Wyoming Wildlife Federation—Jessi Johnson

Jessi Johnson, Legislative Liaison for the Wyoming Wildlife Federation, informed the Council that she is providing an update regarding the Rock Springs Resource Management Plan, which is updated every 15-20 years. This update takes into consideration the new Elk Migration Corridor that has been discovered, as well as various other scientific discoveries, which make the previous Resource Management Plan outdated. Ms. Johnson is hoping to receive a nod from the Council to the science that goes into the Resource Management Plan.

**Southwest Wyoming Regional Airport—Devon Brubaker**

Devon Brubaker, Airport Manager for the Southwest Wyoming Regional Airport, informed the Council that they will be voting on a Memorandum of Understanding for the Air Service Enhancement, with the Rock Springs share coming in at 33%, which is just under \$1.2 million and a 41% decrease since 2015. Total passengers are up 31.7% with a decrease in airfares, averaging a \$14 decrease per airfare. The Grand Opening for the new airport hangar will take place on July 18 at 4:00 p.m. Mr. Brubaker asked the Council for a Letter of Support regarding a Fly-In proposal, which would bring as many as 700 aircraft, 8,000 people, to Rock Springs. They are hoping to bring the Fly-In to Rock Springs in the years 2020, 2021 or 2022.

Mr. Brubaker also updated the Council on the Ray Lovato Recycling Center, stating that the Center has made positive progress with the Solid Waste District and that they have agreed to earmark funding for the Center at this time. A Memorandum of Understanding is underway with Wyoming Security Data, to purchase their shredding, while continuing to run as usual.

Moved by Councilor Armstrong, seconded by Councilor Zotti to commit to writing the Letter of Support for the Fly-In Proposal. Motion carried unanimously.

**PUBLIC HEARINGS**

**City of Rock Springs Proposed Budget for Fiscal Year 2018-2019 (Resolution 2018-99)**

No comments were received.

**Proposed Sewer Use Fee Increase (Resolution 2018-98)**

No comments were received.

**Sale of Municipal Property to WYDOT—Elk Street (Resolution 2018-104)**

No comments were received.

**PETITIONS**

No comments were received.

**OFFICER AND STAFF REPORTS**

**Health Insurance Fund Recap—May 2018**

**Financial Report Summary—May 2018**

**Rock Springs Renewal Fund Financial Statements—April 2018**

**Acknowledgement of Receipt of Financial Disclosure Statements**

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

**COUNCIL COMMITTEE AND BOARD REPORTS**

Mayor Demshar acknowledged the receipt of the Main Street Board Meeting Minutes of May 14, 2018.

Councilor Savage informed the Council that he would like to thank Mark Lyon for fabricating a sign under the Rotary Flag on Dewar Drive for the Big Flag Sponsors on his own time, as well as assisting the Rotary with fulfilling a grant to place sod under the Big Flag. Councilor Savage also stated that he and Paul Kauchich have met with the Wyoming Department of Transportation regarding an off-ramp being built on Gookin White-Mountain Road in 2020.

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

**BILLS AND CLAIMS**

**Bills and Claims for June 19, 2018**

Payment Remittance Center	Expenses	3,703.05
Aaron's Plumbing	Bond Refund	1,920.00
Ace Hardware	Supplies	3,599.75
Advanced Tele Systems	Services	3,298.00
Airgas Intermountain	Gases	658.96
All American Sports	Equipment	424.50
All West Communications	TV	139.96
Alliance Physical Therapy, Inc.	Services	175.00
Alpine Pure Bottled Water	Supplies	44.00
AlSCO-American Linen	Supplies/Services	2,484.89
American Red Cross	Training	35.00
Anderson, Eric	Entertainment	400.00
Angela or Brace Robinson	Utility Refund	31.00
Anna or Jared Chytka	Utility Refund	60.12
Apparatus Equipment & Service, Inc.	Supplies	1,128.76
Auto Parts Unlimited	Parts	2,570.27
Autozone	Parts	2,498.52
Bennett Paint and Glass	Supplies/Services	1,563.24
Bloedorn Lumber Company	Supplies	831.26
Bottom Line Marketing	Award	1,032.72
BSN Sports	Supplies	525.00
C.E.M. Aquatics	Parts	4,565.15
Carla Nelson	Utility Refund	10.94
Castle Cleaning	Services	2,200.00
CDW Government	Supplies	800.00
Center Street Service	Services	85.00
Century Equipment Company, Inc.	Supplies/Services	663.45
CenturyLink	Telephone	1,158.62
City Auto	Parts	1,415.91
CJ Signs	Services/supplies	1,130.00
Cobra Puma Golf, Inc.	Supplies	113.33
Colby Lynch	Utility Refund	118.27
Coldwell Banker Sweetwater	Utility Refund	26.23
Copier & Supply Co., Inc.	Services	1,037.13
Creative Culture Insignia, LLC	Supplies	718.70
Crum Electric Supply Co Inc.	Parts	1,099.17
Curtis or Amanda Kelly	Utility Refund	91.41
Daniel Erramouspe	Utility Refund	12.46
Darrin or Jessica Peppard	Utility Refund	32.67
Dell	Supplies	53.19
Derek Abraham	Utility Refund	45.00
Desert View Animal Hospital	Services	106.50
Dominion Energy	Utilities	2,758.08
Domino's Pizza	Police Academy	67.50
Donaldson Medical Clinic	Services	495.00
DXP Enterprises, Inc.	Supplies	1,267.51
ELifeguard	Supplies	74.22
Elwood Staffing Services Inc.	Staffing	1,565.78
Energy Laboratories, Inc.	Testing	672.00
Environmental Express Inc.	Supplies	610.99
Equifax Credit Information Serv., LLC	Membership	80.00
Fedex	Shipping	51.84
Felderman, Kent	Entertainment	400.00
Fired Up Rescue	Uniforms	66.25
Foremost Promotions	Supplies	2,167.12
Foss, T.J.	Entertainment	400.00
Fremont Motor Rock Springs	Vehicle	44,476.00
Gary or Jacqueline Lambson	Utility Refund	87.95
Golf & Sport Solutions	Supplies	2,409.75
Golf Course Supt. Assoc. of Amer.	Membership	380.00

Gov't. Finance Officers Assoc.	Membership	275.00
Harris Enterprise Resource Planning	Services	1,937.50
High Security Lock & Alarm	Keys	24.00
Homax Oil Sales, Inc.	Fuel	26,691.24
Home Depot Credit Services	Supplies	6,765.30
Honnen Equipment, Co.	Parts	541.59
Hose & Rubber Supply	Parts	582.91
Howard Supply Co LLC	Supplies	654.62
Hunter Family Medical Clinic	Services	445.00
Indian Springs MFG Co Inc	Parts	1,088.77
J Bar Excavation	Supplies	1,391.86
Jay Soderlund	Utility Refund	59.85
JM Electrical Services	Services	350.83
JME Fire Protection	Supplies	2,552.36
Joint Powers Telecom Board	Internet	2,280.00
Joint Powers Water Board	Water Usage	285,826.48
Kearns, Atty at Law	Legal Fees	2,000.00
Kellerstrass	Fuel	74.05
Ken Fortuna	Utility Refund	8.36
Komatsu Equipment	Equipment	577.12
L.N. Curtis & Sons	Parts	94.00
Lancaster, Seth	Certification	50.00
Larson, Shawneen	Deposit Refund	450.00
Lewis & Lewis	Project	10,320.75
Lincoln Equipment, Inc.	Equipment	40.39
Long Building Technologies, Inc.	Services	1,287.16
Lynn Chadey	Utility Refund	21.94
Macy's Truck Repair, Inc.	Parts/Services	239.68
Mainline Construction, Inc.	Utility Refund	8.54
Mainline Construction, Inc.	Bond Refund	520.00
Martinez, Max	Entertainment	400.00
Masek Golf Car Co.	Parts	545.82
McFadden Wholesale Co Inc.	Supplies	4,678.80
Memorial Hosp of SW Cty	Supplies/Services	4,070.00
Memorial Hospital Foundation	Sponsorship	150.00
Michael or Linda Scott	Utility Refund	62.81
Miller, Robert	Certification	50.00
Mitchell or Christa Miller	Utility Refund	59.50
Model Signs	Signage	615.00
Morcon Specialty, Inc.	Parts	281.32
Mountain States Employers Council	Membership	5,600.00
Mountaineer Animal Clinic	Services	200.36
Mountainland Supply Company	Parts/Supplies	2,861.48
MPH Industries, Inc.	Services	127.00
MRI Software LLC	Background Checks	48.00
Murdochs Ranch and Home	Supplies	655.91
My Educational Resources Inc.	Training	8.00
National Business Furniture	Furniture	1,516.16
Nelson Engineering	Project	26,519.42
Neopost USA, Inc.	Postage	55.00
Northern Tool & Equipment	Equipment	679.99
Nu-Life Auto Glass, LLC	Parts	205.00
Nu-Tech Specialties Inc.	Supplies	9,255.02
O'Reilly Auto Parts	Parts	678.64
Office of State Lands & Invest	Loan Payment	157,149.58
One Call of Wyoming	Services	234.00
Orkin Exterminating	Services	154.56
Pacific Steel & Recycling	Supplies	248.55
Paul or Fior Ross	Utility Refund	142.81
Pedri, Dave	Entertainment	400.00
Perez-Ramirez, Kimberly	Deposit Refund	446.00

Pickin Palace	Entertainment/Supplies	719.99
Ping, Inc.	Supplies	987.90
Pitt Stop Signs & Graphix	T-Shirts	2,036.00
Polydyne Inc.	Supplies	8,556.00
Post and Associates	Testing	400.00
Pyrotechs, Inc.	Supplies/Services	36.46
R&D Sweeping & Asphalt	Project	4,229.25
Real Kleen Inc.	Supplies	526.10
Red Horse Oil Co., Inc.	Fuel	6,777.82
Reese, Sidney	Services	460.00
Reese, Justis	Services	280.00
Respond First Aid Systems	Supplies	893.09
RMT Equipment	Parts	599.40
Rock Springs Chamber of Commerce	Agreements	16,156.44
Rock Springs IV Center	Supplies	14.74
Rock Springs Municipal Utility	Utilities	43,515.29
Rock Springs Newspapers	Advertising	5,464.41
Rock Springs Renewal Fund	Promotional	2,015.69
Rock Springs Winlectric	Parts	485.43
Rock Springs Winnelson Co.	Parts/Supplies	13,084.96
Rocky Mountain Power	Utilities	149,525.80
Rocky Mountain Service Bureau	Services	8.00
Ron's Ace Rental & Equip. Sales, Inc.	Equipment	904.66
Sheryl Easterling	Utility Refund	26.67
Shipley, Allan	Entertainment	400.00
Simplot Partners	Chemicals	4,711.80
Skaggs Public Safety Uniforms	Uniforms	4,297.00
Skips Tire	Services	65.00
Smyth Printing, Inc.	Printing	618.11
Southwest Doors	Services	1,098.80
SST Testing+, Inc.	Testing	180.00
Standard Plumbing	Supplies	11.63
Staples Advantage	Supplies	405.63
Star Transit	Agreement	7,241.25
Steve Harton	Services	112.50
Steve Saedi	Utility Refund	32.79
Stotz Equipment	Equipment	672.02
Sunroc Corporation	Supplies	766.00
Superior Lumber Co.	Supplies	767.76
Sweetwater County Clerk	Dues	75.00
Sweetwater County Health Dept	Testing	3,000.00
Sweetwater County School Dist. #1	Printing	116.10
Sweetwater County Sheriff's Office	Prisoner Boarding	4,760.00
Sweetwater Now, LLC	Advertising	300.00
Sweetwater Trophies	Plaque	45.00
Tegeler & Associates	Notary Bond	50.00
Terry or Heidi Dill	Utility Refund	43.14
The UPS Store	Postage	100.00
Thomson Reuters – West Pmt Center	Services	2,128.00
Tire Den Inc.	Tires	1,178.00
Titleist	Supplies	1,381.02
Topp Publishing	Advertising	765.00
Turf Equipment and Irrigation	Parts	3,429.86
United Service and Sales, Inc.	Equipment/Parts	17,397.46
United Site Services	Porta-Let	1,103.04
UPS	Shipping	135.18
Varley Mercantile LLC	Books	75.00
Wade Haakenson	Utility Refund	24.75
Watchguard Video	Body Camera	430.00
Weed Management Solutions	Services	150.00
Whisler Chevrolet Co.	Parts	1,055.77

Whitaker Construction	Utility Refund	1,569.94
William H. Smith & Associates, Inc.	Project	16,192.50
Willow Street Rentals	Housing Assistance	325.00
Witmer Public Safety Group, Inc.	Supplies	1,279.40
Wyoming Analytical Labs	Testing	734.00
Wyoming Raised Band	Entertainment	400.00
Wyoming Waste Systems – Rock	Services	4,937.22
Wyoming.com	Internet	75.95
Yaklich, Grant	Traps	287.10
Zamtrip, LLC	Entertainment	400.00
	Total	1,008,922.97

**Report Checks for 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 reimbursement	62,714.91
Flexshare-BCBS	Employee BCBS Flexshare	7,144.99
NCPERS Group Life/Prudential	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	Employee benefits – Fire	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	EFT	146,885.17
	Total	527,238.30

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

**Salaries for June 7, 2018: \$742,212.42**

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

**NEW BUSINESS**

**Request from the Fire Department for permission to fill a vacant Fire Battalion Chief (Fire Inspector) position**

Councilor Shalata asked for clarification regarding this position being filled in-house. Jim Wamsley confirmed.

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

**Request from the Fire Department for permission to fill a vacant Fire Captain position**

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

**Request from the Fire Department for permission to fill a vacant Entry Level Firefighter position**

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

**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**

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

**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**

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

**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**

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

**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**

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

## RESOLUTIONS

**Resolution 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 AND AUTHORIZING THE SUPERVISOR OF HOUSING AND COMMUNITY RESOURCES TO EXECUTE THE CAPITAL FUND PROGRAM AMENDMENT, was read by title.

Moved by Councilor Savage, seconded by Councilor Wendorf to approve Resolution 2018-93. Upon roll call the following voted in favor: Councilors Armstrong, Savage, Mosbey, Shalata, Tate, Wendorf, Zotti, Halter, and Mayor Demshar. Motion carried unanimously.

**Resolution 2018-94** 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, was read by title.

Moved by Councilor Wendorf, seconded by Councilor Mosbey to approve Resolution 2018-94. Upon roll call the following voted in favor: Councilors Armstrong, Savage, Mosbey, Shalata, Tate, Wendorf, Zotti, Halter, and Mayor Demshar. Motion carried unanimously.

**Resolution 2018-95** 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, was read by title.

Moved by Councilor Halter, seconded by Councilor Shalata to approve Resolution 2018-95. Upon roll call the following voted in favor: Councilors Armstrong, Savage, Mosbey, Shalata, Tate, Wendorf, Zotti, Halter, and Mayor Demshar. Motion carried unanimously.

**Resolution 2018-96 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,** was read by title.

Moved by Councilor Savage, seconded by Councilor Armstrong to approve Resolution 2018-96. Upon roll call the following voted in favor: Councilors Armstrong, Savage, Mosbey, Shalata, Tate, Wendorf, Zotti, Halter, and Mayor Demshar. Motion carried unanimously.

**Resolution 2018-97 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,** was read by title.

Moved by Councilor Tate, seconded by Councilor Wendorf to approve Resolution 2018-97. Upon roll call the following voted in favor: Councilors Armstrong, Savage, Mosbey, Shalata, Tate, Wendorf, Zotti, Halter, and Mayor Demshar. Motion carried unanimously.

**Resolution 2018-98 A RESOLUTION SETTING THE SEWER RATE FOR THE PERIOD BEGINNING JULY 1, 2018,** was read by title.

Moved by Councilor Mosbey, seconded by Councilor Armstrong to approve Resolution 2018-98. Upon roll call the following voted in favor: Councilors Armstrong, Savage, Mosbey, Shalata, Tate, Wendorf, Zotti, Halter, and Mayor Demshar. Motion carried unanimously.

**Resolution 2018-99 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,** was read by title.

Moved by Councilor Shalata, seconded by Councilor Tate to approve Resolution 2018-99. Upon roll call the following voted in favor: Councilors Armstrong, Savage, Mosbey, Shalata, Tate, Wendorf, Zotti, Halter, and Mayor Demshar. Motion carried unanimously.

**Resolution 2018-100 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,** was read by title.

Moved by Councilor Savage, seconded by Councilor Mosbey to approve Resolution 2018-100. Upon roll call the following voted in favor: Councilors Armstrong, Savage, Mosbey, Shalata, Tate, Wendorf, Zotti, Halter, and Mayor Demshar. Motion carried unanimously.

**Resolution 2018-101 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,** was read by title.

Moved by Councilor Wendorf, seconded by Councilor Mosbey to approve Resolution 2018-101. Upon roll call the following voted in favor: Councilors \_ Armstrong, Savage, Mosbey, Shalata, Tate, Wendorf, Halter, and Mayor Demshar. Motion carried with Councilor Zotti abstaining.

**Resolution 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**, was read by title.

Moved by Councilor Armstrong, seconded by Councilor Tate to approve Resolution 2018-102. Upon roll call the following voted in favor: Councilors Armstrong, Savage, Mosbey, Shalata, Tate, Wendorf, Zotti, Halter, and Mayor Demshar. Motion carried unanimously.

**Resolution 2018-103** 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, was read by title.

Moved by Councilor Shalata, seconded by Councilor Mosbey to approve Resolution 2018-103. Upon roll call the following voted in favor: Councilors Armstrong, Savage, Mosbey, Shalata, Tate, Wendorf, Zotti, Halter, and Mayor Demshar. Motion carried unanimously.

**Resolution 2018-104** 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, was read by title.

Moved by Councilor Wendorf, seconded by Councilor Halter to approve Resolution 2018-104. Upon roll call the following voted in favor: Councilors Armstrong, Savage, Mosbey, Shalata, Tate, Wendorf, Zotti, Halter, and Mayor Demshar. Motion carried unanimously.

**Resolution 2018-105** 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**, was read by title.

Moved by Councilor Tate, seconded by Councilor Armstrong to approve Resolution 2018-105. Upon roll call the following voted in favor: Councilors Armstrong, Savage, Mosbey, Shalata, Tate, Wendorf, Zotti, Halter, and Mayor Demshar. Motion carried unanimously.

#### **ORDINANCES**

**Ordinance 2018-11** 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 third reading.

Moved by Councilor Tate, seconded by Councilor Mosbey to approve Ordinance 2018-11. Upon roll call the following voted in favor: Councilors Armstrong, Savage, Mosbey, Shalata, Tate, Wendorf, Zotti, Halter, and Mayor Demshar. Motion carried unanimously.

**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 third reading.

Moved by Councilor Savage, seconded by Councilor Shalata to approve Ordinance 2018-12. Upon roll call the following voted in favor: Councilors Armstrong, Savage, Mosbey, Shalata, Tate, Wendorf, Zotti, Halter, and Mayor Demshar. Motion carried unanimously.

**EXECUTIVE SESSION**

Moved by Councilor Shalata, seconded by Councilor Mosbey to move into Executive Session at 8:14 p.m. Motion carried unanimously.

**RECONVENE**

Moved by Councilor Shalata, seconded by Councilor Zotti to reconvene at 8:52 p.m. Motion carried unanimously.

Moved by Councilor Zotti, seconded by Councilor Armstrong to renegotiate the Joint Powers Combined Communications Agreement. Upon roll call the following voted against the motion: Councilors Armstrong, Savage, Mosbey, Shalata, Wendorf, Zotti, and Mayor Demshar. Councilors Halter and Tate abstained. Motion to approve failed.

**ADJOURNMENT**

There being no further business, the meeting adjourned at 8:54 p.m.

By: \_\_\_\_\_  
Council President

ATTEST:

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

\_\_\_\_\_  
Mayor



*City Council Agenda*

# *Appointments*



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

FROM: Kristyn Muniz, City Clerk Administrative Assistant

DATE: July 3, 2018

RE: 2018 Boards and Commissions Appointments/Reappointments

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

**BOARD OF ADJUSTMENT**

Appointment: Cross, Kayle – 1<sup>st</sup> Term (Term will expire on July 4, 2021)

Appointment: Manatos, Mary – 1<sup>st</sup> Term (Term will expire on July 4, 2021)

Appointment: West, Keaton – Filling Unexpired Term for Mark Erickson



*City Council Agenda*

# ***Presentations and Proclamations***

---

---

July XX, 2018

Governor Matthew H. Mead  
State Capitol, 200 West 24<sup>th</sup> Street  
Cheyenne, WY 82002-0010

Dear Governor Mead:

As community leaders, business owners, and public land users in southwest Wyoming, we request that you urge the BLM to defer oil and gas leasing in special places under the jurisdiction of the BLM Rock Springs Field Office. The BLM's 2018 quarterly lease sales are of unprecedented size, and they offer oil and gas leasing in vital habitat areas, such as the recently discovered mule deer migration corridor. These lease sales, if approved, would compromise thousands of acres of increasingly rare desert wild lands. Our public lands – especially the pristine areas that attract residents and visitors alike – are an important component of Wyoming's economy and our way of life. We hope you will help ensure that these iconic lands remain wild and undeveloped.

We understand the importance of balancing multiple uses on public lands and we support smart oil and gas development. However, we think the BLM's upcoming 3<sup>rd</sup> and 4<sup>th</sup> quarter gas lease sales should avoid areas that provide essential habitat for wildlife in extraordinary landscapes. The BLM is currently slated to offer oil and gas lease parcels inside the Red Desert to Hoback Mule Deer Migration Corridor, as well as in wild lands in the Northern Red Desert and Adobe Town areas (see attached maps). The lease parcels that we are most concerned about in the 3<sup>rd</sup> and 4<sup>th</sup> quarter sales include:

	<b>BLM 3<sup>rd</sup> Quarter Lease Parcels</b>	<b>BLM 4<sup>th</sup> Quarter Lease Parcels</b>
<b>Red Desert to Hoback Mule Deer Migration Corridor</b>	316, 317, 324, 326, 327, 329, 332-356, 358-365, 367, 375, 380-383	180, 218, 219, 220, 263, 304, 323
<b>Northern Red Desert wild lands</b>	298, 299, 305-307, 309, 310, 313-324, 326-338, 344, 346-350, 355, 357, 379	140
<b>Greater Adobe Town</b>	297	85, 87-95, 106-118, 123, 125-127, 132-134

Keeping these areas undeveloped will help sustain mule deer by conserving their migration corridor, which depends on large tracks of undeveloped land. Such land also supports recreational opportunities for local and state economies. Additionally, the Northern Red Desert is a treasured desert ecosystem. It is wild, unfenced, and home to the largest desert elk herd in the lower 48 states. We support keeping it this way. Finally, Adobe Town contains unique and rare badland features with isolated wilderness, attracting people from around the state and country. Compromising this area with oil and gas development destroys the wildland values of this landscape.

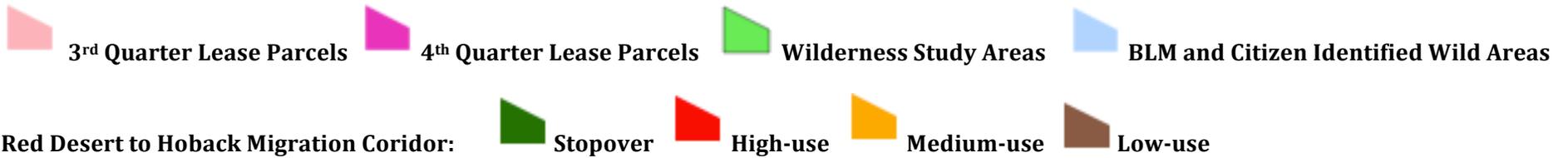
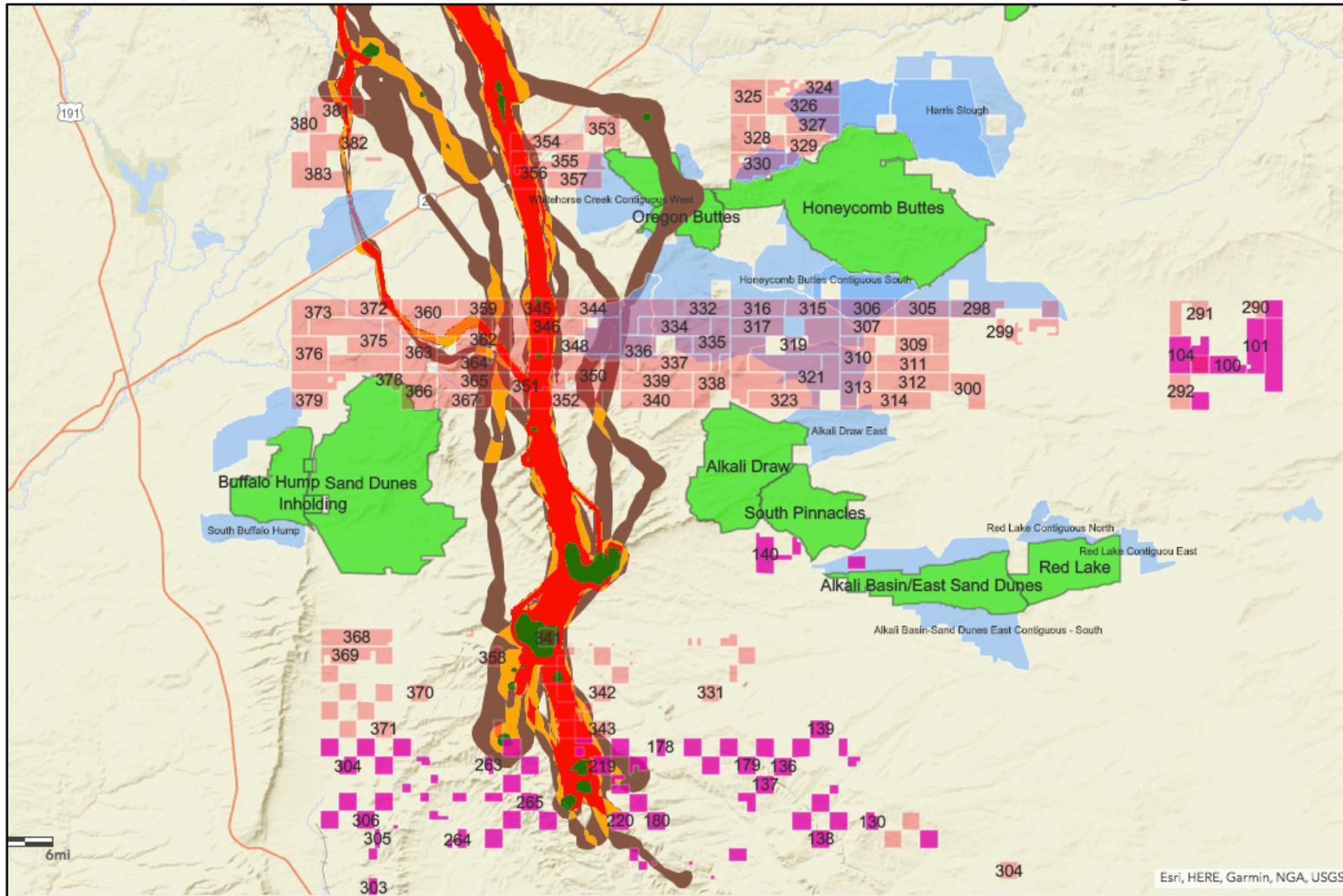
As you know, the Rock Springs RMP is being revised. If these areas are leased now, the public loses the ability to decide where leasing should occur in the final RMP. These lands are a small percentage of the land that this office has available for leasing, yet they are important to us and many other Wyoming residents.

Our public lands provide immense benefits to tourism and outdoor recreation businesses, job creation, and the economy of surrounding areas. It is critical that leaders strike a balance among all public land uses. As you work to achieve this balance, we urge you to take all appropriate measures to conserve the few places that remain in a relatively pristine condition. We ask that you petition the BLM to defer the leases listed above, at least until the RMP is finalized so that the public has been given the opportunity to comment on the new plan.

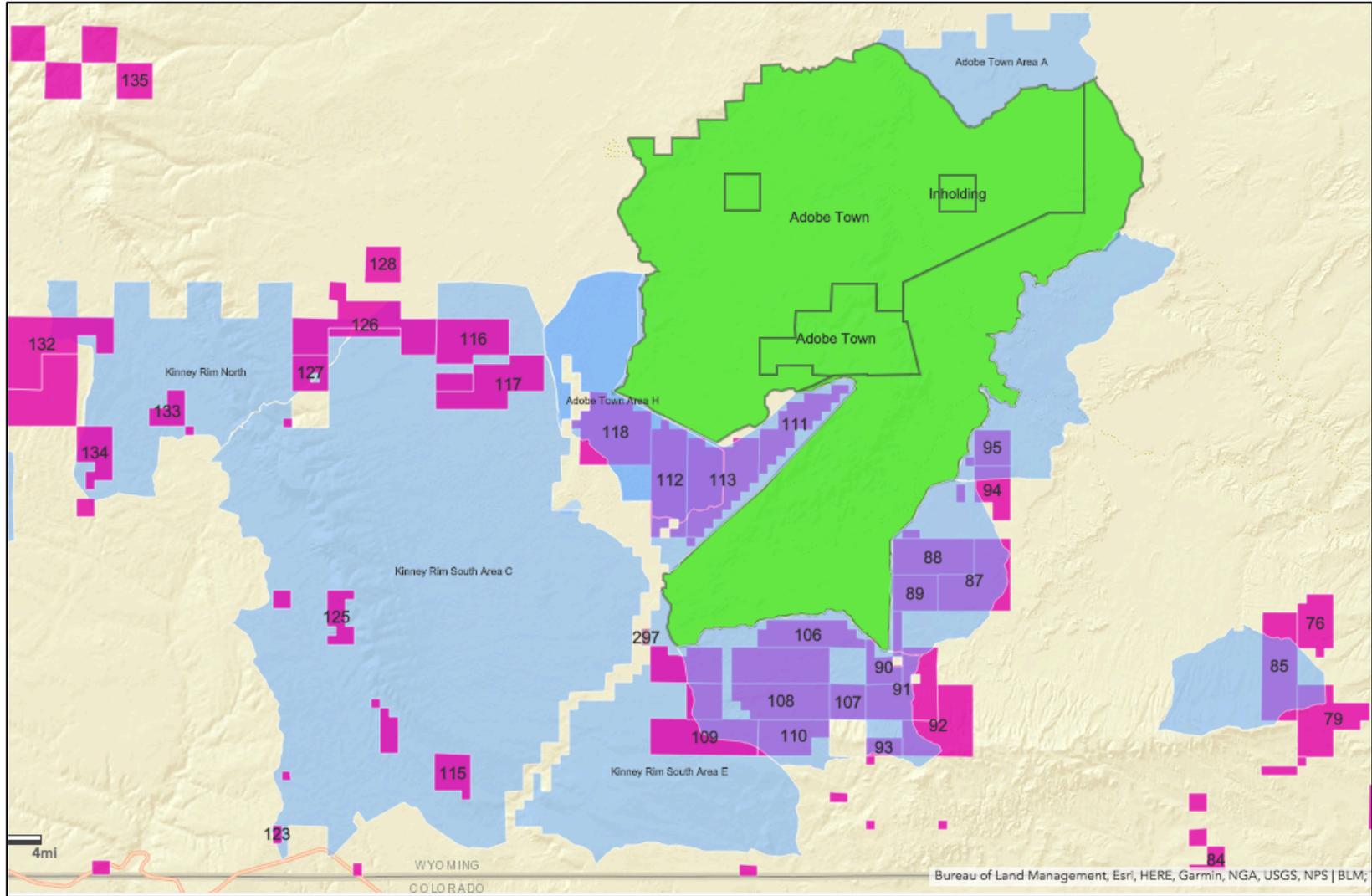
Thank you for your time and attention to this important matter.

Sincerely,

# BLM 3<sup>rd</sup> and 4<sup>th</sup> Quarter Lease Sale Parcels in Northern Red Desert and Mule Deer Migration Corridor



# BLM 3<sup>rd</sup> and 4<sup>th</sup> Quarter Lease Sale Parcels in Greater Adobe Town





*City Council Agenda*

*Council  
Committee and  
Board Reports*

---

City of Rock Springs Parks & Recreation Advisory Board  
Minutes for May 10, 2018 Meeting  
7 PM – City Hall Council Chambers

- I. Call to Order
  - a. The meeting was called to order at 7 pm.
  
- II. Roll Call
  - a. Kim Taucher, Larron Moretti, Joe Lison and Sydney Shannon were present.
  - b. Ron Cheese, Bill Legerski and Darcie PUNCHES-Mickelson were absent.
  
- III. Approval of Minutes From April 12, 2018 Meeting
  - a. The minutes were approved.
  
- IV. Correspondence
  - a. Attendance Numbers for Recent Events
    - i. Drop In Hockey Tournament – 110 people participated
    - ii. Strider Bike Camp – 21 children participated
  - b. Baseball & Softball Leagues began play on May 1<sup>st</sup>.
  - c. In recognition of Arbor Day, a tree planting will take place at the arboretum on May 23<sup>rd</sup>.
  
- V. Petitions
  - a. A board member said someone complained about the trash in the pond at Foothill Wetlands Area. Dave Lansang, Director of Parks & Recreation, said it had been cleaned recently.
  
- VI. Committee Reports
  - a. None
  
- VII. Outdoor Recreation
  - a. New Business
    - i. Tree Planting this spring
      1. Trees will be planted at the Arboretum, Wetlands Park, memorial tree locations downtown and at the Small Dog Park.
      2. Shrubs will be planted at the Dewar Drive Flag, Chamber and at the Sunset intersection.
    - ii. The sound system at Kiwanis Park will be replaced. The new system will be used for both summer and fall events.
  - b. Old Business
    - i. Possible Dog Park near Century Park – Girl Scout Request
      1. The board is waiting to see if the Girl Scouts attend another meeting to give more information. This item will be left as an agenda item in old business for the next few months.

VIII. Indoor Recreation

a. New Business

i. Maintenance

1. FRC - Pool heater replacement and ice arena compressor overhaul
  - a. A new pool heater/boiler was installed recently. The temperature has dropped because of the installation, but will be back to normal soon.
  - b. The maintenance crew will work on overhauling the ice arena compressor over the summer.
2. Civic – Pool lighting was recently replaced. 26 new lights were installed above the pool to provide better lighting and save power.

ii. Summer Guide

1. Guide is at the printers; board members were given a printed copy to review.

iii. Indoor Facility Child Pass

1. Kim had a woman ask her about an Indoor Facility Child Pass like Green River Parks & Rec offers. The pass is cheaper for the summer months to get in to the indoor facilities.
2. Kim said perhaps a \$55 or \$60 fee would be appropriate for a student which would be like buying 2 months and getting 2 weeks free.
3. Dave said if the board wanted to do something like that, they would need to make a recommendation to City Council. He said he would look at the fee schedule and come back with a suggestion.
4. Board members decided it was too late to make the change for this summer, but it could be discussed this winter when fees are evaluated.
5. Tim Savage, City Council Member, also suggested maybe offering a special of Buy 1 Week, Get One Free for Christmas Break.

b. Old Business

i. None

IX. Miscellaneous Business

a. Upcoming Events

- i. Board members were given a list of upcoming events for the department.

b. March 2018 Attendance & Revenue Reports

- i. Numbers were good for this month.

X. Adjournment

- a. The meeting was adjourned at 7:26 pm.



*City Council Agenda*

# *Correspondence*

**Sweetwater**  
EVENTS • COMPLEX  
The Happenin' Place

*CORRESPONDENCE*

June 26, 2018

City of Rock Springs  
Mayor Demshar & Council  
212 D Street  
Rock Springs, WY 82901

Dear Mayor & Council:

The Sweetwater County Fair Board & Staff would like to request permission for a public display of fireworks during Wyoming's Big Show. Todd Reichenbach, of PYRO F/X will handle the fireworks display and he will coordinate with the Rock Springs Fire Department and Fire Inspector to ensure a safe display.

- Dates: August 3 & 4, 2018
- Time: Approximately 10:00 pm
- Location: Sweetwater Events Complex, 3320 Yellowstone Road, Rock Springs

Thank you for your consideration of this matter. Should you need additional information please don't hesitate to contact us.

Sincerely,

  
Larry Lloyd  
Executive Director

LL/emk  
c:file  
Enclosure

**PYROTECNIC DISPLAY  
PROPOSAL/CONTRACT**



*"Fireworks & special effects for all occasions, any time of the year!"*

Presented By:	PYRO F/X By Reichenbach, Inc. 1921 Chickadee Circle Billings, MT 59105	Field Office: 406-248-1150
	Tax ID: 68-0557142 <a href="http://www.pyrofx.biz">www.pyrofx.biz</a>	Office: 406-698-7764 Cell: 406-698-7764 Fax: 406-245-2316 E-mail: <a href="mailto:pyrofx.mt@gmail.com">pyrofx.mt@gmail.com</a>

Presented To:	Sweetwater Events Complex Larry Lloyd 3320 Yellowstone Road Rock Springs, WY 82901		
Phone:	307-352-6789		
fax	866-899-6787		
Display Date:	8-3 & 4-2018	Time:	10:00 PM
Rain Date:	N/A		
Duration of Display:	12 minutes (estimated)		
Display Site:	Sweetwater Events Complex, Rock Springs, WY		

This proposal may be withdrawn if not accepted within 10 days

**PRICE:**

PYRO F/X proposes hereby to furnish material & Labor - complete in accordance with the specifications in this contract, for the sum of:

\$23,000.00

PYRO F/X By Reichenbach, Inc.

\_\_\_\_\_  
Purchaser

**PYROTECNIC DISPLAY  
PROPOSAL/CONTRACT**

**PAYMENT:**

Payment in US Funds in the form of CASH, MONEY ORDER, or CHECK delivered to PYRO F/X By Reichenbach, Inc on or before due. If paying on day of show, payment shall be delivered to PYRO F/X By Reichenbach on site and PRIOR to show.

Down Payment of \$0.00 due with signed contract  
Balance payment of \$23,000.00 due on August 3, 2018

***A service charge will be added to all past due balances at a rate of 1.5% per month. (18% per year).  
Purchaser shall be liable for all fees incurred by collection services regarding past due accounts.***

**CANCELLATION:**

Firework, pyro, and/or special effect orders may not be cancelled except by written mutual consent.

\*Purchasers who cancel in writing, 20 days or more in advance of the event shall be refunded all deposits, less actual expense, if any, incurred by PYRO F/X.

\*Purchasers who cancel in writing, less then 19 days in advance of the event, shall be assessed 40% of the amount of this contract.

\*Cancelled custom orders can not be discounted after fabrication has begun. This includes: Lance work and other custom built effects.

\*Purchasers who cancel after our truck leaves our plant for the firing site, but prior to beginning set up, shall be assessed 60% of the amount of contract.

\*Once set up has begun on site, NO discount will be allowed for shows cancelled for non-weather related reasons.

\*In the event of inclement weather, fireworks will be fired on N/A, or at the option of the purchaser, be credited back to the purchaser for 40% of the contract amount. (Purchaser to pay 60% of the contract price for any show not fired do to weather.) Purchaser to pay hold over expenses for shows fired on rain date.

**MULTIPLE NIGHT SHOWS (1.3G)**

**REQUIRED for 8-2 & 3\_2018**

Sponsor shall provide a monitored, secure overnight parking area for storage of 1.3G Explosives. This area is referred to as a "Safe Haven" by authorities.

PYRO F/X By Reichenbach, Inc.

\_\_\_\_\_  
Purchaser

---

**FIRING SITE SECURITY, CROWD CONTROL & FIRE PROTECTION**

Sponsor shall provide a firing site that is a flat area free of flammable vegetation or debris. Areas containing holes must be filled in. *Holes cause a safety hazard to pyrotechnic operators when it is dark.*

**Scraping:** Area may be scraped with tractor bucket or other heavy equipment.

**Mowing:** If the area is mowed, remove clippings or dried vegetation that could catch fire.

**Burning:** If the area is burned off, do this a couple of weeks in advance of the display date.  
Follow local regulations regarding burning

Sponsor shall provide security and/or barriers to prevent unauthorized access to firing site and parking in the fall out area. Secured area required is a 560 foot radius from firing site.

**Fire protection is required with fire fighting units on site.**

Sponsor is responsible to verify proper separation distance from firing site to spectators and structures. 70' x the largest diameter shell in the program = separation RADIUS. **This program requires a firing site with a MINIMUM of 560 ' RADIUS of secured area to spectators and structures.** If firing site, provided by sponsor, does not allow proper distances, only the size shells that comply with the separation distances will be fired.

---

**SPECIAL REQUIREMENTS**

2- hotel rooms with 2 beds each room for 8-2,3 & 4-2018

Firing site to be cleared of vegetation.

Equipment Required: Brush truck or other fire fighting apparatus required on site

---

**INSURANCE:**

Included in this contract is Public Display Liability Insurance in the amount of \$1,000,000.00, naming sponsors as additional insured. An Insurance Certificate shall be issued after the acceptance of this contract, and prior to the display date.

PYRO F/X employees are covered by workers compensation insurance through the State Compensation Insurance Fund.

---

**[ ] ANNOUNCEMENT SALUTES: (outdoor displays only) included if checked.**

Prior to the display, announcement salutes (report shells) will be fired every hour beginning at 7:00 pm. This serves as a reminder to the community of the display and allows us to monitor the wind conditions.

---

**EXCLUSIONS:**

The following are not included in this contract and are the responsibility of the purchaser: Costs of any permits or licenses, to secure a firing site, crowd control, fire protection, fire watch, admission onto site, any rents on firing site, site clean up, any local union rigging, backhoe, manlift or other equipment costs and any other cost that is not standard for a fireworks display.

---

PYRO F/X By Reichenbach, Inc.

6/27/2018

**PYROTECNIC DISPLAY  
PROPOSAL/CONTRACT**

RS Fair 2018.xlsx

**SPECIFICATIONS FOR:**

\$23,000.00 for 2 Fireworks Displays

PYRO F/X will provide, set up, fire & dismantle two fireworks displays on 8-3 & 4-2018  
at the Sweetwater Events Complex, Rock Springs, WY.

Displays to be scripted to music and have an approximate duration of 12 minutes +/- . Show content to be similar to past years and include new effects.  
Music broadcast by your sound contractor.

=====

Any Substitutions will have equal or greater value.

NOTE: 70' x the largest diameter shell in the program = separation RADIUS.

**LARGEST DIAMETER SHELL:            8            AREA REQUIRED:            560 FOOT RADIUS.**

=====

**ACCEPTANCE OF PROPOSAL:**

The above prices, specifications, and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined.

SUBMITTED BY Todd Reichenbach

ACCEPTED BY:



PYRO F/X By Reichenbach, Inc.

\_\_\_\_\_  
Purchaser



*City Council Agenda*

# *Bills and Claims*

**City of Rock Springs  
Open Item Listing**

Run Date: 06/29/2018 User: sandy\_mjunker

Status: POSTED Due Date: 06/30/2018  
Bank Account: RSNB Bank-Health Insurance Checking  
Invoice Type: All Created By: All

*June*

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
[VENDOR] 22557 : FLEXSHARE BENEFITS	JUNE2018	18-005064	18-003721	06/30/2018	1	Administration of FlexShare Benefits - June 2018	113-18-1801-403135	\$ 391.50
GRAND TOTAL :								\$ 391.50

**City of Rock Springs  
Open Item Listing**

Run Date: 06/29/2018 User: sandy\_mojunkin

Status: POSTED Due Date: 06/30/2018  
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] 19417 : A-G PLUMBING	24501	118-005149	18-003704	06/30/2018	1	Clean Drain, Centennial Park, Inv. #24501	110-14-1401-406130	\$ 120.00
[VENDOR] 21902 : ABLE EQUIPMENT COMPANY	6407	118-005134	18-003505	06/30/2018	1	Hoist	150-33-3302-406120	\$ 1,998.00
	6407	118-005134	18-003505	06/30/2018	2	Estimated Freight	150-33-3302-406120	\$ 300.00
[VENDOR] 4 : ADVANCED TELE SYSTEMS	10987	118-005065	18-003670	06/30/2018	1	Phone maintenance	130-16-1601-404301	\$ 40.00
[VENDOR] 24448 : ALL WEST COMMUNICATIONS	231600-JUNE 1, 2018	118-005066	18-003682	06/30/2018	1	cable bill for June	110-14-1402-404101	\$ 85.95
	2627700-JUNE 2018	118-005067	18-001307	06/30/2018	1	City Hall TV Service	110-11-1101-403220	\$ 30.00
[VENDOR] 24557 : ALLEN DAVE	82491427	118-005150	18-003703	06/30/2018	1	Reimb. Family Vision inv 82491427	110-13-1303-402103	\$ 165.00
[VENDOR] 22446 : ARCADIA PUBLISHING	20986402	118-005068	18-003661	06/30/2018	1	Books for Gift Store	110-34-3401-406133	\$ 222.61
[VENDOR] 23955 : ATOMIC	003551	118-005069	18-002870	06/30/2018	1	PH420 Backboard	110-14-1401-404310	\$ 1,330.00
	003551	118-005069	18-002870	06/30/2018	2	FT188 Rim	110-14-1401-404310	\$ 368.00
	003551	118-005069	18-002870	06/30/2018	3	Discount	110-14-1401-404310	\$ -50.00
[VENDOR] 23874 : BACKCOUNTRY	24388833	118-005070	18-003502	06/30/2018	1	Tents	110-12-1201-406116	\$ 1,259.55
[VENDOR] 22263 : BATTERY SYSTEMS	4485544	118-005201	18-003760	06/30/2018	1	75. 7500CCA, 95RC	110-13-1304-406120	\$ 89.57
	4475107	118-005204	18-003761	06/30/2018	1	12V-GRP31 INV 4475107	110-12-1205-406120	\$ 75.00
[VENDOR] 24502 : BROWN Louisiana	COUNCIL 6-5-2018	118-005071	18-003719	06/30/2018	1	Council Meeting Video Taping - 6/5/2018	110-11-1107-403310	\$ 25.00
[VENDOR] 24548 : BVK	155643	118-005191	18-003753	06/30/2018	1	Electronic Prepress/Proofs	110-11-1101-405410	\$ 200.00
	155643	118-005191	18-003753	06/30/2018	2	Printing	110-11-1101-405410	\$ 1,900.00
	155643	118-005191	18-003753	06/30/2018	3	Shipping	110-11-1101-405410	\$ 160.00
	155643	118-005191	18-003753	06/30/2018	4	Production Services	110-11-1101-405410	\$ 110.00
[VENDOR] 22384 : C.E.M. AQUATICS	127368	118-005072	18-003118	06/30/2018	1	filter canister	110-14-1405-406120	\$ 1,230.07
	127368	118-005072	18-003118	06/30/2018	2	Cartridge	110-14-1405-406120	\$ 613.14
	127368	118-005072	18-003118	06/30/2018	3	Freight	110-14-1405-406120	\$ 90.00
[VENDOR] 18678 : CARRIER CORPORATION	B002633182	118-005151	18-002020	06/30/2018	1	Chiller inspection/start up	110-14-1405-404310	\$ 3,460.00
[VENDOR] 23651 : CASTLE CLEANING	6748	118-005073	18-002195	06/30/2018	1	Cleaning services	110-11-1104-404310	\$ 1,900.00
[VENDOR] 21101 : CDW GOVERNMENT	NBT6079	118-005074	18-003637	06/30/2018	1	OKI C17 black toner	110-12-1201-406001	\$ 85.28
	NBT6079	118-005074	18-003637	06/30/2018	2	OKI C8 black toner	110-12-1201-406001	\$ 52.11

1298.00

115.95

1648.00

164.59

2370.00

1933.21

319.82

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
	NBT6079	118-005074	18-003637	06/30/2018	3	OKI C8 magenta toner	110-12-1201-406001	\$ 82.43
[VENDOR] 23060 : CENTURYLINK 4031.11	JUNE 2018	118-005185	18-003751	06/30/2018	1	WWTP	130-16-1601-405301	\$ 46.15
	JUNE 2018	118-005185	18-003751	06/30/2018	2	Data Processing	110-11-1107-405301	\$ 3,847.71
	JUNE 2018	118-005185	18-003751	06/30/2018	3	URA	110-11-1106-405301	\$ 137.25
[VENDOR] 20213 : CHEMATOX LABORATORY INC	27006	118-005165	18-003746	06/30/2018	1	Toxic Vapors mailing reports	110-12-1201-403401	\$ 27.40
[VENDOR] 23182 : CHEMICAL TESTING PROGRAM 300.00	6210218RSPD	118-005164	18-003747	06/30/2018	1	Blood Amp #R18-7310	110-12-1201-403401	\$ 9.00
	6282018RSPD	118-005207	18-003764	06/30/2018	1	Urine Kits	110-12-1201-406134	\$ 180.00
	6282018RSPD	118-005207	18-003764	06/30/2018	2	Blood Kits	110-12-1201-406134	\$ 190.00
	6282018RSPD	118-005207	18-003764	06/30/2018	3	Shipping	110-12-1201-406134	\$ 9.00
[VENDOR] 22148 : CJ SIGNS	7099	118-005198	18-002161	06/30/2018	1	Signage for Inflatable Party rules and entrance. Email quote	110-14-1404-406120	\$ 340.00
[VENDOR] 21867 : CLEAR VISION GOLF CART COVERS	18153	118-005075	18-003675	06/30/2018	1	New cart covers to fit out new golf carts	110-14-1402-406133	\$ 375.15
[VENDOR] 22870 : COBRA PUMA GOLF, INC.	G1326291	118-005166	18-003734	06/30/2018	1	H2801RGS3, H2801RGS4	110-14-1402-406133	\$ 324.70
[VENDOR] 45 : COPIER & SUPPLY CO. INC. OF RS	AR18056	118-005076	18-003669	06/30/2018	1	Maintenance contract on new copier	130-16-1601-404301	\$ 254.53
[VENDOR] 20384 : CPS DISTRIBUTORS INC	2714708-00	118-005077	18-003699	06/30/2018	1	Tech service repair inv 2714708-00	110-14-1402-406120	\$ 728.70
[VENDOR] 47 : CUMMINS ROCKY MOUNTAIN LLC 5729.4	024-64430, 64250	118-005135	18-003692	06/30/2018	1	Water Pump/Parts, Inv. #024-64430	110-13-1303-406120	\$ 529.59
	024-64430, 64250	118-005135	18-003692	06/30/2018	2	Hose, Inv. #024-64520	110-13-1303-406120	\$ 43.37
[VENDOR] 18684 : DEBERNARDI CONSTRUCTION CO. INC	5-1705	118-005078	18-002030	06/30/2018	1	Security fencing for the concrete dump site at the Water Reclamation Facility	110-13-1303-407109	\$ 10,000.00
	5-1709	118-005167	18-003738	06/30/2018	1	Sewer line replacement F St Inv 5-1709	130-16-1601-407210	\$ 16,700.00
	5-1709	118-005167	18-003738	06/30/2018	2	Sewer replacement asphalt road patch	130-16-1601-407210	\$ 5,000.00
	5-1709	118-005167	18-003738	06/30/2018	3	Additional Unknown Pipe repairs	130-16-1601-407210	\$ 1,100.00
	PAY APP #4	118-005168	18-001642	06/30/2018	1	2018 Concrete Replacement	110-13-1303-407109	\$ 19,200.00
	5-1711	118-005179	18-003739	06/30/2018	1	Traffic Control	150-33-3302-406120	\$ 1,500.00
	5-1711	118-005179	18-003739	06/30/2018	2	Pavement repair with Dowel reinforcement	150-33-3302-406120	\$ 1,750.00
	5-1711	118-005179	18-003739	06/30/2018	3	Sidewalk Repair	150-33-3302-406120	\$ 300.00
[VENDOR] 20375 : DELL 1800.15	10247589006	118-005079	18-003561	06/30/2018	1	Lexmark CX410de	110-11-1107-407415	\$ 719.10
	10250057180	118-005180	18-003672	06/30/2018	1	replacement computer	150-33-3302-407415	\$ 1,081.55
[VENDOR] 24402 : DOMINION ENERGY 10275.01	JUNE2018	118-005186	18-003750	06/30/2018	1	CITY BUILDINGS	110-11-1104-406201	\$ 616.50
	JUNE2018	118-005186	18-003750	06/30/2018	2	MUSEUM	110-34-3401-406201	\$ 134.03
	JUNE2018	118-005186	18-003750	06/30/2018	3	ANIMAL CONTROL	110-12-1202-406201	\$ 101.65
	JUNE2018	118-005186	18-003750	06/30/2018	4	FIRE DEPARTMENT	110-12-1205-406201	\$ 76.30
	JUNE2018	118-005186	18-003750	06/30/2018	5	CEMETERY	110-13-1304-406201	\$ 65.28
	JUNE2018	118-005186	18-003750	06/30/2018	6	WWTP	130-16-1601-406201	\$ 482.66
	JUNE2018	118-005186	18-003750	06/30/2018	7	PARKS	110-14-1401-406201	\$ 144.58
	JUNE2018	118-005186	18-003750	06/30/2018	8	CIVIC CENTER	110-14-1404-406201	\$ 17.88
	JUNE2018	118-005186	18-003750	06/30/2018	9	SENIOR CITIZENS	110-15-1501-404801	\$ 388.62

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
	JUNE2018	118-005186	18-003750	06/30/2018	10	GOLF COURSE	110-14-1402-406201	\$ 794.06
	JUNE2018	118-005186	18-003750	06/30/2018	11	FRC	110-14-1405-406201	\$ 6,255.80
	JUNE2018	118-005186	18-003750	06/30/2018	12	WATER DEPT	150-33-3302-406201	\$ 128.69
	JUNE2018	118-005186	18-003750	06/30/2018	13	HOUSING	250-35-3501-406201	\$ 580.17
	JUNE2018	118-005186	18-003750	06/30/2018	14	URA	110-11-1106-406201	\$ 488.79
[VENDOR] 22671 : DOMINO'S PIZZA - ROCK SPRINGS	697134, 966101	118-005169	18-003748	06/30/2018	1	Pizza #697134	110-12-1201-406117	\$ 45.90
92.44	697134, 966101	118-005169	18-003748	06/30/2018	2	Pizza #966101	110-12-1201-406117	\$ 46.54
[VENDOR] 22843 : DOXTEK INC	27160	118-005080	18-003597	06/30/2018	1	PaperVision Annual Maintenance 8/6/18 - 8/5/19	110-11-1107-404301	\$ 952.50
[VENDOR] 24555 : DUMMIES UNLIMITED INC.	18-1285	118-005181	18-003652	06/30/2018	1	Rescue Randy 145 lbs, 6'1"	110-12-1201-406130	\$ 1,150.60
1730.60	18-1285	118-005181	18-003652	06/30/2018	2	Basic Casualty Simulation Kit	110-12-1201-406130	\$ 204.00
	18-1285	118-005181	18-003652	06/30/2018	3	Shipping	110-12-1201-406101	\$ 376.00
[VENDOR] 20150 : DURA-CRETE INC	133343	118-005152	18-003504	06/30/2018	1	Meter Vault	110-14-1401-406130	\$ 1,927.00
4562.00	133343	118-005152	18-003504	06/30/2018	2	4' x 4' Aluminum locking lid	110-14-1401-406130	\$ 1,995.00
	133343	118-005152	18-003504	06/30/2018	3	Delivery and setting of the vault	110-14-1401-406130	\$ 640.00
[VENDOR] 23598 : DURAN Randy	83404814	118-005153	18-003702	06/30/2018	1	Reimb Family Vision inv 83404814	110-13-1303-402103	\$ 165.00
[VENDOR] 24506 : ELK BOMB SHOOTING SUPPLIES, LLC	1000	118-005082	18-003490	06/30/2018	1	.410 s/g shellid rodent control	110-14-1402-406130	\$ 260.97
[VENDOR] 24554 : ELWOOD STAFFING SERVICES, INC.	1792405	118-005083	18-003714	06/30/2018	1	Temporary Staffing - S. Filler - Week Ending 6/17/18	250-35-3502-404310	\$ 558.00
2771.63	1792429	118-005084	18-003720	06/30/2018	1	Temporary Staffing - N. Stotts - Week ending 6/17/18	110-11-1101-403310	\$ 825.20
	1791929	118-005085	18-003694	06/30/2018	1	N.STOTTS WEEK ENDING 6/10/18 INV 1791929	110-11-1101-403310	\$ 825.20
	1808693	118-005178	18-003754	06/30/2018	1	S. Fuller hours Week ending 6/24/18	250-35-3502-404310	\$ 563.23
[VENDOR] 23459 : ERIC F PHILLIPS LAW OFFICE	06-18-2018	118-005086	18-003722	06/30/2018	1	Attorney Fees - CR-2018-0110	110-11-1105-403302	\$ 190.00
340.00	C.ALTER 6/11/18	118-005087	18-003668	06/30/2018	1	Court Appointed Legal Fees for: Caitlyn Alter CR-2018-0097	110-11-1105-403302	\$ 150.00
[VENDOR] 22427 : FIRST CHOICE FORD	26JUN18	118-005170	18-003736	06/30/2018	1	O2 Sensor inv 332178	110-19-1903-406123	\$ 36.78
70.96	26JUN18	118-005170	18-003736	06/30/2018	2	Rear View mirror inv 332174	110-14-1402-406120	\$ 34.20
[VENDOR] 21589 : FOOT JOY	906046204	118-005088	18-003680	06/30/2018	1	Special order for Tim Waters	110-14-1402-406133	\$ 105.35
[VENDOR] 21160 : FOREMOST PROMOTIONS	435860	118-005089	18-003568	06/30/2018	1	Crayons	110-12-1201-406136	\$ 92.50
116.98	435860	118-005089	18-003568	06/30/2018	2	Shipping	110-12-1201-406101	\$ 24.48
[VENDOR] 24083 : FUN EXPRESS	690591176-01	118-005090	18-003624	06/30/2018	1	Assorted items for fireworks display	110-14-1404-406130	\$ 580.66
[VENDOR] 295 : GRAINGER, INC	9830476199	118-005203	18-003758	06/30/2018	1	Wet mop handle, clamp inv 9830476199	110-14-1404-406120	\$ 52.70
[VENDOR] 19039 : GREEN RIVER STAR	5650	118-005171	18-003737	06/30/2018	1	2018 Scenic Byways inv. 5650	110-11-1101-405410	\$ 325.00

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
[VENDOR] 21824 : GREENE'S ENERGY SERVICES, INC.	102514	118-005091	18-003481	06/30/2018	1	aluminum batter box frame	110-14-1402-406120	\$ 90.00
[VENDOR] 22469 : GREGORIAN, INC.	42621	118-005092	18-003706	06/30/2018	1	Bookstore Items, Inv. #42621	110-34-3401-406133	\$ 199.87
[VENDOR] 24241 : HANSEN ALLEN & LUCE, INC.	38405	118-005093	18-000929	06/30/2018	1	Change Order #1	130-16-1601-403310	\$ 2,703.80
[VENDOR] 22402 : HEALTH COMMUNICATIONS, INC.	858669	118-005094	18-003565	06/30/2018	1	TIPS Concessions Flash Drive	110-12-1201-406130	\$ 99.95
	1002.55	858669	118-005094	06/30/2018	2	Manuals	110-12-1201-406130	\$ 960.00
		858669	118-005094	06/30/2018	3	Trainer Guide (shipping)	110-12-1201-406130	\$ 22.60
[VENDOR] 19603 : IN THE SWIM	3708279	118-005095	18-003684	06/30/2018	1	Vent cover, Invoice #3708279	110-14-1404-404310	\$ 61.99
	71.98	3708279	118-005095	06/30/2018	2	Handling fees	110-14-1404-404310	\$ 9.99
[VENDOR] 21252 : INFINITY POWER & CONTROLS	35641,35642	118-005136	18-000103	06/30/2018	1	Annual Maintenance & Support PLC and SCADA Systems Bi-Monthly (6 visits)	130-16-1601-404301	\$ 2,400.00
	2400.00							
[VENDOR] 21410 : JACK'S TRUCK & EQUIPMENT	X303002937	118-005199	18-003709	06/30/2018	1	Input Shaft Seal Kit, Inv. #X303002937.01	110-13-1303-406120	\$ 23.48
		r303000780	118-005214	06/30/2018	1	Check and Advise Labor	130-16-1601-406120	\$ 1,339.02
		r303000780	118-005214	06/30/2018	2	Admin Time supplies	130-16-1601-406120	\$ 38.50
		r303000780	118-005214	06/30/2018	3	Ham, engine, SD13	130-16-1601-406120	\$ 1,930.02
		r303000780	118-005214	06/30/2018	4	Shipping	130-16-1601-406120	\$ 32.00
	3363.02							
[VENDOR] 21782 : JC GOLF ACCESSORIES	SI-145754	118-005172	18-003735	06/30/2018	1	Shipping for donated items inv SI-145754	110-14-1402-406133	\$ 13.45
[VENDOR] 21640 : KELLERSTRASS	order 964074	118-005211	18-003768	06/30/2018	1	Chev Meropa Syn 220 Gear/400 lbs	130-16-1601-406203	\$ 2,546.15
[VENDOR] 20403 : KIEFER AQUATIC	745113	118-005096	18-003701	06/30/2018	1	Silicone swim caps INV 745113	110-14-1405-406133	\$ 47.70
[VENDOR] 23762 : KOMATSU EQUIPMENT	R03186	118-005097	18-003707	06/30/2018	1	Equipment Rental, Inv. #R03186	150-33-3302-406120	\$ 240.00
[VENDOR] 104 : L.N. CURTIS & SONS	INV186572	118-005098	18-003100	06/30/2018	1	Task Force Tips Part #AY315 Service Kit for AY7HNX-NJ Gated Siamese 6.0" Female Handled x 2.5" Dual Gated Female Inlets	110-12-1205-406120	\$ 14.39
[VENDOR] 22421 : LACAL EQUIPMENT, INC.	0280451-in	118-005182	18-003742	06/30/2018	1	Rubber tooth sprocket	110-13-1303-406120	\$ 104.00
	2689.62	0280451-in	118-005182	06/30/2018	2	3 Yard elevator chain	110-13-1303-406120	\$ 1,548.36
		0280451-in	118-005182	06/30/2018	3	Challenger flight rubber	110-13-1303-406120	\$ 213.68
		0280451-in	118-005182	06/30/2018	4	Hydraulic motor	110-13-1303-406120	\$ 823.58
[VENDOR] 23104 : LEGACY EQUIPMENT COMPANY	86215	118-005212	18-003769	06/30/2018	1	Bearing, Inv. #86215	130-16-1601-406120	\$ 942.26
[VENDOR] 21464 : LONGHORN CONSTRUCTION, INC.	PayApp #4	118-005137	18-002589	06/30/2018	1	Reliance Transmission Water Line Crossing Killpecker Creek	150-33-3302-507902	\$ 3,743.00
	20480.42	Retainage 5%	118-005142	06/30/2018	1	Retainage	150-00-0000-206000	\$ 17,111.72
[VENDOR] 113 : MATTHEW BENDER	02651769	118-005206	18-003763	06/30/2018	1	Wy Court Rules 2018	110-11-1102-403220	\$ 320.31
[VENDOR] 24543 : MIDCO DIVING & MARINE SVCS, INC.	3052	118-005099	18-003286	06/30/2018	1	Tank cleaning and inspections	150-33-3302-507930	\$ 10,699.00
[VENDOR] 24406 : MILE HIGH TURFGRASS, LLC	5362	118-005100	18-003489	06/30/2018	1	wetting agents acidifiers/ greens granular fert	110-14-1402-406130	\$ 6,313.00
	13713.00							

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
	5426	118-005101	18-003524	06/30/2018	1	seed for over seeding fwys, roughs, tees	110-14-1402-406130	\$ 7,400.00
[VENDOR] 24393 : MORGAN VALLEY POLARIS KTM	102548	118-005196	18-003710	06/30/2018	1	Bolt, Inv. #102548	110-13-1304-406120	\$ 2.97
	102548	118-005196	18-003710	06/30/2018	2	Button, Inv. #102547	110-13-1304-406120	\$ 22.47
[VENDOR] 23161 : MY EDUCATIONAL RESOURCES INC.	G 6-1-18	118-005102	18-003695	06/30/2018	1	EcARD ISSUED TO STUDENT (GATTI) 6/1/18	110-12-1205-406130	\$ 14.00
[VENDOR] 131 : NEW STUDIO	12102	118-005173	18-003749	06/30/2018	1	2 Photos, inv 12102	110-12-1201-406130	\$ 40.00
[VENDOR] 21356 : ORKIN EXTERMINATING	170728792	118-005103	18-002338	06/30/2018	1	Monthly pest control service	110-14-1404-404301	\$ 161.13
[VENDOR] 3461 : PAETEC	70216921	118-005104	18-003693	06/30/2018	1	Mayor/Council	110-11-1101-405301	\$ 4.32
	70216921	118-005104	18-003693	06/30/2018	2	Human Resources	110-11-1109-405301	\$ 9.51
	70216921	118-005104	18-003693	06/30/2018	3	Attorney	110-11-1102-405301	\$ 7.28
	70216921	118-005104	18-003693	06/30/2018	4	Finance	110-11-1103-405301	\$ 48.09
	70216921	118-005104	18-003693	06/30/2018	5	Municipal Court	110-11-1105-405301	\$ 4.32
	70216921	118-005104	18-003693	06/30/2018	6	Police Department	110-12-1201-405301	\$ 34.29
	70216921	118-005104	18-003693	06/30/2018	7	Animal Control	110-12-1202-405301	\$ 0.57
	70216921	118-005104	18-003693	06/30/2018	8	Fire Department	110-12-1205-405301	\$ 3.78
	70216921	118-005104	18-003693	06/30/2018	9	Engineering	110-13-1301-405301	\$ 4.32
	70216921	118-005104	18-003693	06/30/2018	10	Public Services	110-19-1901-405301	\$ 3.28
	70216921	118-005104	18-003693	06/30/2018	11	Building Department	110-19-1902-405301	\$ 2.57
	70216921	118-005104	18-003693	06/30/2018	12	Shop	110-19-1903-405301	\$ 0.93
	70216921	118-005104	18-003693	06/30/2018	13	Cemetery	110-13-1304-405301	\$ 0.24
	70216921	118-005104	18-003693	06/30/2018	14	Family Rec Center	110-14-1405-405301	\$ 3.87
	70216921	118-005104	18-003693	06/30/2018	15	WWTP	130-16-1601-405301	\$ 1.90
	70216921	118-005104	18-003693	06/30/2018	16	Water Operations	150-33-3302-405301	\$ 0.28
	70216921	118-005104	18-003693	06/30/2018	17	Water Admin	150-33-1108-405301	\$ 1.16
	70216921	118-005104	18-003693	06/30/2018	18	Sewer Admin	130-16-1108-405301	\$ 1.16
	70216921	118-005104	18-003693	06/30/2018	19	Museum	110-34-3401-405301	\$ 0.77
	70216921	118-005104	18-003693	06/30/2018	20	Housing	250-35-3501-405301	\$ 3.37
[VENDOR] 22618 : PAYMENT REMITTANCE CENTER	STATEMENT 6/13/10	118-005187	18-003711	06/30/2018	1	Travel Expenses - J. Wamsley/L. East/N. Brasington/K. Mathis to Casper, WY for Regional Emergency Respons Team Coordinator Meeting on 5/24/18	110-12-1204-405801	\$ 64.11
	STATEMENT 6/13/10	118-005187	18-003711	06/30/2018	2	Puppets - Lunaspuppet	110-12-1205-406113	\$ 467.00
	STATEMENT 6/13/10	118-005187	18-003711	06/30/2018	3	Travel Expenses - M. Register/N. Rublee/C. Baker/C. Jarvie to Riverton, WY for WY School Safety Conference from 6/10/18 to 6/13/18	110-12-1201-405801	\$ 234.44
	STATEMENT 6/13/10	118-005187	18-003711	06/30/2018	4	Travel Expenses - M. Register/R. Kolb/A. Soto to Jackson, WY for K9 Training Teton County NPCA from 5/7/18 to 5/11/18	110-12-1201-405801	\$ 1,424.69
	STATEMENT 6/13/10	118-005187	18-003711	06/30/2018	5	Travel Expenses - B. Erspamer/T. Moser/M. Kesler to Cheyenne, WY for 2018 LECC Conference from 6/4/18 to 6/6/18	110-12-1201-405801	\$ 547.84
	STATEMENT 6/13/10	118-005187	18-003711	06/30/2018	6	Registration for LECC Conference - M. Keslar/T. Moser/B. Erspamer	110-12-1201-403210	\$ 150.00
	STATEMENT 6/13/10	118-005187	18-003711	06/30/2018	7	3x8 Speed Brake/Shift Lever Set - Walmart.com	110-12-1201-406130	\$ 33.99

25.44

136.01

2922.00

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
[VENDOR] 24220 : PET WASTE ELIMINATOR 2917.99	42634907	118-005138	18-002886	06/30/2018	1	Post,can and dispenser	110-14-1401-404310	\$ 2,028.00
	42634907	118-005138	18-002886	06/30/2018	2	Dog Waste Bags	110-14-1401-404310	\$ 800.00
	42634907	118-005138	18-002886	06/30/2018	3	Freight	110-14-1401-404310	\$ 89.99
[VENDOR] 38 : PETTY CASH-CITY TREASURER 179.00	PETTY CASH 6/2018	118-005105	18-003697	06/30/2018	1	Finance receipts	110-00-0000-321630	\$ 100.00
	PETTY CASH 6/2018	118-005105	18-003697	06/30/2018	1	Finance receipts	110-11-1103-406120	\$ 42.00
	PETTY CASH 6/2018	118-005105	18-003697	06/30/2018	2	RSPD receipts	110-12-1201-406120	\$ 25.00
	PETTY CASH 6/2018	118-005105	18-003697	06/30/2018	3	Engineering receipts	110-13-1301-406101	\$ 7.00
	PETTY CASH 6/2018	118-005105	18-003697	06/30/2018	4	Public Housing receipts	250-35-3502-406120	\$ 5.00
[VENDOR] 23708 : PEX FITNESS, LLC	APR2718	118-005106	18-003033	06/30/2018	1	leg curl	110-14-1405-407410	\$ 3,525.00
[VENDOR] 21695 : PING INC	14256388	118-005107	18-003677	06/30/2018	1	Special ORder KEn Reed	110-14-1402-406133	\$ 174.82
[VENDOR] 23822 : PLATT ELECTRIC SUPPLY	R392630	118-005139	18-003275	06/30/2018	1	Label/sign maker kit	130-16-1601-406120	\$ 584.99
[VENDOR] 19709 : PMS CUSTOM SCREEN PRINTING 978.00	2575	118-005154	18-003361	06/30/2018	1	Short Sleeve T-Shirts	110-12-1201-406116	\$ 744.00
	2575	118-005154	18-003361	06/30/2018	2	Red Adult Shirts	110-12-1201-406116	\$ 70.00
	2575	118-005154	18-003361	06/30/2018	3	Red Tall Shirts	110-12-1201-406116	\$ 28.00
	2575	118-005154	18-003361	06/30/2018	4	Extra Shirts inv 2575	110-12-1201-406116	\$ 136.00
[VENDOR] 23425 : PORTER Doug	RM PORTER, D	118-005108	18-003718	06/30/2018	1	Resident Manager - June 2018	250-35-3501-403308	\$ 50.00
[VENDOR] 23918 : POWER ENGINEERING CO.	0209441-IN	118-005141	18-000229	06/30/2018	1	chiller service	110-14-1405-406120	\$ 291.67
[VENDOR] 24542 : PRO ACOUSTICS	600100028868	118-005142	18-003200	06/30/2018	1	Kiwanis Sound System	110-14-1401-406130	\$ 3,661.93
[VENDOR] 20934 : PRO RIDER INC 1161.00	74340	118-005109	18-003569	06/30/2018	1	Blue XS	110-12-1201-406136	\$ 178.20
	74340	118-005109	18-003569	06/30/2018	2	Green XS	110-12-1201-406136	\$ 178.20
	74340	118-005109	18-003569	06/30/2018	3	Blue S/M	110-12-1201-406136	\$ 178.20
	74340	118-005109	18-003569	06/30/2018	4	Green S/M	110-12-1201-406136	\$ 178.20
	74340	118-005109	18-003569	06/30/2018	5	Red L/XL	110-12-1201-406136	\$ 178.20
	74340	118-005109	18-003569	06/30/2018	6	Shipping	110-12-1201-406101	\$ 270.00
[VENDOR] 23508 : RAPID RECOVERY	21005RS	118-005110	18-003552	06/30/2018	1	R 11	110-14-1405-406120	\$ 2,650.00
[VENDOR] 23970 : REEVES CO., INC. 388.81	365814	118-005174	18-003743	06/30/2018	1	Engraved namepin	110-12-1201-402101	\$ 22.98
	365814	118-005174	18-003743	06/30/2018	2	Years service attachemtn	110-12-1201-402101	\$ 10.92
	365814	118-005174	18-003743	06/30/2018	3	Shipping	110-12-1201-402101	\$ 4.97
[VENDOR] 24517 : RINGSIDE, FIGHTGEAR, COMBAT SPORTS INT'L 163.93	1959939	118-005155	18-003499	06/30/2018	1	Wall Mounts for Heavy Bags	110-12-1201-406130	\$ 149.98
	1959939	118-005155	18-003499	06/30/2018	2	Shipping	110-12-1201-406101	\$ 13.95
[VENDOR] 24392 : ROCK SPRINGS PET HOSPITAL, LLC 1978.50	3728	118-005111	18-003671	06/30/2018	1	Invoice 3728 - PS221629 Sig Vaccination	110-12-1202-404704	\$ 25.75
	3728	118-005111	18-003671	06/30/2018	2	Invoice 3728 - PS223410 Jinxie Vaccination	110-12-1202-404704	\$ 39.25
	3728	118-005111	18-003671	06/30/2018	3	Invoice 3728 - PS224599 Dot Vaccination	110-12-1202-404704	\$ 39.25
	3728	118-005111	18-003671	06/30/2018	4	Invoice 3728 - PS224921 Diva Vaccination	110-12-1202-404704	\$ 39.25

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
	3728	118-005111	18-003671	06/30/2018	5	Invoice 3728 - PS225772 Vaccination	110-12-1202-404704	\$ 39.25
	3728	118-005111	18-003671	06/30/2018	6	Invoice 3728 - PS225774 Shoey Vaccination	110-12-1202-404704	\$ 39.25
	3728	118-005111	18-003671	06/30/2018	7	Invoice 3728 - PS226103 Boome Vaccination	110-12-1202-404704	\$ 39.25
	3728	118-005111	18-003671	06/30/2018	8	Invoice 3728 - PS233408 Sprink Vaccination	110-12-1202-404704	\$ 39.25
	3728	118-005111	18-003671	06/30/2018	9	Invoice 3728 - PS233417 Jules Vaccination	110-12-1202-404704	\$ 39.25
	3728	118-005111	18-003671	06/30/2018	10	Invoice 3728 - PS233426 Amber Vaccination	110-12-1202-404704	\$ 39.25
	3728	118-005111	18-003671	06/30/2018	11	Invoice 3728 - PS233436 Della Vaccination	110-12-1202-404704	\$ 25.75
	3728	118-005111	18-003671	06/30/2018	12	Invoice 3885 - PS243933 Stray Spay	110-12-1202-404704	\$ 85.00
	3728	118-005111	18-003671	06/30/2018	13	Invoice 3885 - PS244002 Bailey Spay	110-12-1202-404704	\$ 130.00
	3728	118-005111	18-003671	06/30/2018	14	Invoice 3912 - PS243087 Tess Spay	110-12-1202-404704	\$ 85.00
	3728	118-005111	18-003671	06/30/2018	15	Invoice 3912 - PS243709 Toby Vaccinations	110-12-1202-404704	\$ 39.00
	3728	118-005111	18-003671	06/30/2018	16	Invoice 3912 - PS249360 Jake Neuter	110-12-1202-404704	\$ 50.00
	3728	118-005111	18-003671	06/30/2018	17	Invoice 3912 - PS249425 White Neuter	110-12-1202-404704	\$ 50.00
	3728	118-005111	18-003671	06/30/2018	18	Invoice 3916 - PS248622 Megan Spay	110-12-1202-404704	\$ 85.00
	3728	118-005111	18-003671	06/30/2018	19	Invoice 3916 - PS249340 Tucker Vaccination	110-12-1202-404704	\$ 39.00
	3728	118-005111	18-003671	06/30/2018	20	Invoice 3916 - PS251553 Flower Spay	110-12-1202-404704	\$ 130.00
	3728	118-005111	18-003671	06/30/2018	21	Invoice 3924 - PS244114 Isabel Spay	110-12-1202-404704	\$ 85.00
	3728	118-005111	18-003671	06/30/2018	22	Invoice 3924 - PS252831 Stray Spay	110-12-1202-404704	\$ 85.00
	3728	118-005111	18-003671	06/30/2018	23	Invoice 3924 - PS252858 Shadow Neuter	110-12-1202-404704	\$ 115.00
	3728	118-005111	18-003671	06/30/2018	24	Invoice 3949 - PS252406 Gypsy Spay	110-12-1202-404704	\$ 130.00
	3728	118-005111	18-003671	06/30/2018	25	Invoice 3949 - PS254895 Dexter Neuter	110-12-1202-404704	\$ 50.00
	3728	118-005111	18-003671	06/30/2018	26	Invoice 3957 - PS248617 Casper Marshmallow Neuter	110-12-1202-404704	\$ 50.00
	3728	118-005111	18-003671	06/30/2018	27	Invoice 3966 - PS225165 Riggs Vaccination	110-12-1202-404704	\$ 31.98
	3728	118-005111	18-003671	06/30/2018	28	Invoice 3966 - PS255159 George Vaccination	110-12-1202-404704	\$ 31.98
	3728	118-005111	18-003671	06/30/2018	29	Invoice 3966 - PS255160 Cloe Vaccination	110-12-1202-404704	\$ 31.98
	3728	118-005111	18-003671	06/30/2018	30	Invoice 3966 - PS255161 Bagle Vaccination	110-12-1202-404704	\$ 31.98
	3728	118-005111	18-003671	06/30/2018	31	Invoice 3966 - PS255162 Midnight	110-12-1202-404704	\$ 31.98
	3728	118-005111	18-003671	06/30/2018	32	Invoice 3966 - PS255164 Sadie Vaccination	110-12-1202-404704	\$ 31.98
	3728	118-005111	18-003671	06/30/2018	33	Invoice 3966 - PS255166 Sadie Vaccination	110-12-1202-404704	\$ 31.98
	3728	118-005111	18-003671	06/30/2018	34	Invoice 3966 - PS255167 Snow Vaccination	110-12-1202-404704	\$ 31.98
	3728	118-005111	18-003671	06/30/2018	35	Invoice 3966 - PS255168 Sproke Vaccination	110-12-1202-404704	\$ 31.98
	3728	118-005111	18-003671	06/30/2018	36	Invoice 3966 - PS255169 Mom Vaccinations	110-12-1202-404704	\$ 39.00
	3728	118-005111	18-003671	06/30/2018	37	Invoice 3980 - PS256653 Susie Vaccination	110-12-1202-404704	\$ 39.00
[VENDOR] 22518 : ROCK SPRINGS RENEWAL FUND	15344	118-005112	18-003687	06/30/2018	1	reimburse RSRF for car show dash plates	110-11-1106-406144	\$ 165.00
<i>1465.00</i>	RODS&RAILS 2018	118-005113	18-003626	06/30/2018	1	Rods & Rails Car Show Prizes	110-11-1106-406144	\$ 1,800.00
[VENDOR] 137 : ROCKY MOUNTAIN POWER	JUNE 14, 2018	118-005188	18-003752	06/30/2018	1	Housing	250-35-3501-406202	\$ 1,138.94
[VENDOR] 165 : ROCKY MOUNTAIN SERVICE BUREAU	COLLECTION 6/2018	118-005114	18-003696	06/30/2018	1	Collection costs Varous accounts,	250-35-3501-403120	\$ 775.20
[VENDOR] 21183 : ROCKY MTN CLIMATE CONTROL	16993	118-005115	18-003700	06/30/2018	1	Service-Resturant inv 16993	110-14-1402-404310	\$ 157.50
<i>181.70</i>	16993	118-005115	18-003700	06/30/2018	2	Cleaner inv 16993	110-14-1402-404310	\$ 24.20
[VENDOR] 22858 : ROCKY ROAD ASPHALT	1032	118-005183	18-003740	06/30/2018	1	Patching on Agate, 400 sqft	150-33-3302-406120	\$ 2,000.00
<i>2800.00</i>	1032	118-005183	18-003740	06/30/2018	2	Patching on Jade, 160 sqft	150-33-3302-406120	\$ 800.00

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
- [VENDOR] 22046 : RS REFRIGERATION <i>643.16</i>	JUNE 25, 2018	118-005156	18-003729	06/30/2018	1	6v Battery, inv. SR27840	130-16-1601-406120	\$ 13.67
	JUNE 25, 2018	118-005156	18-003729	06/30/2018	2	Pleated Air Filters inv SR27849	110-11-1104-406120	\$ 574.39
	JUNE 25, 2018	118-005156	18-003729	06/30/2018	3	Pleated Air Filters inv SR25990	150-33-3302-406120	\$ 55.10
- [VENDOR] 321 : SAFETY SUPPLY & SIGN CO <i>1861.25</i>	164118, 164130	118-005157	18-003698	06/30/2018	1	telespar post inv 164118	110-13-1303-406130	\$ 347.25
	164118, 164130	118-005157	18-003698	06/30/2018	2	glass, beads, bag inv 164130	110-13-1303-406130	\$ 1,520.00
- [VENDOR] 23272 : SALT LAKE WHOLESALE SPORTS <i>35950.14</i>	44820	118-005116	18-003495	06/30/2018	1	40 cal 155 grain RHT Frangible (1000 rounds per case)	110-12-1201-406131	\$ 905.60
	44820	118-005116	18-003495	06/30/2018	2	9mm FX Marking, Red (500 per case)	110-12-1201-406131	\$ 2,570.00
	44820	118-005116	18-003495	06/30/2018	3	5.56 55 grain FMJ AE (500 per case)	110-12-1201-406131	\$ 11,543.00
	44820	118-005116	18-003495	06/30/2018	4	5.56 50 grain Jacketed Frangible (500 per case)& Shipping	110-12-1201-406131	\$ 590.10
	44820	118-005116	18-003495	06/30/2018	5	5.56 FX Marking, Red (500 per case)	110-12-1201-406131	\$ 1,320.00
	44820	118-005116	18-003495	06/30/2018	6	12 gauge 9 pellet 00 Buck Tactical (250 per case)	110-12-1201-406131	\$ 548.44
	44820	118-005116	18-003495	06/30/2018	7	40 cal 180 grain FMJ Blazer Brass (1000 per case)	110-12-1201-406131	\$ 8,473.00
- [VENDOR] 24115 : SANCHEZ <i>Jeremy</i>	RE SANCHEZ, J	118-005117	18-003715	06/30/2018	1	Resident Manager - June 2018	250-35-3501-403308	\$ 175.00
- [VENDOR] 20463 : SHOSHONE DISTRIBUTING INC <i>592.50</i>	6052	118-005118	18-003662	06/30/2018	1	Gift Store Items	110-34-3401-406133	\$ 585.00
	6052	118-005118	18-003662	06/30/2018	2	Shipping for Gift Store Items	110-34-3401-406101	\$ 7.50
- [VENDOR] 22378 : SIMPLOT PARTNERS	211017327	118-005119	18-003660	06/30/2018	1	ground squirrel bait	110-14-1402-406130	\$ 4,857.00
- [VENDOR] 18950 : SLAGOWSKI CONCRETE INC	1810	118-005213	18-003770	06/30/2018	1	Labor & Materials to add 2' wall to existing sump system & grout sump floor	130-16-1601-404310	\$ 4,010.00
- [VENDOR] 180 : SMYTH PRINTING INC <i>666.13</i>	47646	118-005120	18-003683	06/30/2018	1	10,000 WINDOW ENVELOPES FOR DELINQUENT NOTICES	130-16-1108-406001	\$ 258.06
	47646	118-005120	18-003683	06/30/2018	1	10,000 WINDOW ENVELOPES FOR DELINQUENT NOTICES	130-16-1108-406101	\$ 50.00
	47646	118-005120	18-003683	06/30/2018	1	10,000 WINDOW ENVELOPES FOR DELINQUENT NOTICES	150-33-1108-406001	\$ 258.07
	47646	118-005120	18-003683	06/30/2018	1	10,000 WINDOW ENVELOPES FOR DELINQUENT NOTICES	150-33-1108-406101	\$ 50.00
- [VENDOR] 21176 : SPARTAN CHASSIS INC	IN00734743	118-005200	18-003708	06/30/2018	1	Ball Stud, Inv. #IN00734743	110-12-1205-406120	\$ 198.91
- [VENDOR] 21732 : SST TESTING +, INC. <i>2790.40</i>	city of rs June30,18	118-005210	18-003767	06/30/2018	1	Employment Drug Testing	110-11-1109-402201	\$ 1,040.00
	city of rs June30,18	118-005210	18-003767	06/30/2018	1	Employment Drug Testing	110-11-1109-403321	\$ 1,750.00
[VENDOR] 20745 : STANDARD PLUMBING <i>44.73</i>	HKTV37, HKZ592	118-005184	18-003733	06/30/2018	1	Blue Dauber, inv. #HKTV37	110-14-1401-406130	\$ 29.76
	HKTV37, HKZ592	118-005184	18-003733	06/30/2018	2	PVC CMP Coupling, Inv. #HKZ592	110-14-1401-406130	\$ 14.97
- [VENDOR] 22089 : STAPLES <i>1050.35</i>	JUNE 15, 2018	118-005143	18-003725	06/30/2018	1	Laminating pouches inv. 39403	110-12-1205-406130	\$ 28.79
	JUNE 15, 2018	118-005143	18-003725	06/30/2018	2	Sharpie, thermal Receipt paper inv 38582	110-14-1402-406001	\$ 57.48
	JUNE 15, 2018	118-005143	18-003725	06/30/2018	3	Pens, calculator, inv 38559	110-14-1405-406001	\$ 21.79
	JUNE 15, 2018	118-005143	18-003725	06/30/2018	4	Binders, Folders, Post-its inv 39630	110-13-1304-404310	\$ 68.25
	JUNE 15, 2018	118-005143	18-003725	06/30/2018	5	Chair, Envelopes, cords inv 74282	110-12-1201-406001	\$ 337.94

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
	JUNE 15, 2018	118-005143	18-003725	06/30/2018	6	Laminate supplies inv 74940	110-14-1404-406001	\$ 77.48
	JUNE 15, 2018	118-005143	18-003725	06/30/2018	7	Chalk, eraser, keyboard. inv 2106776081	250-35-3501-406001	\$ 49.00
	JUNE 15, 2018	118-005143	18-003725	06/30/2018	8	Magic Markers inv 2107173341	250-35-3501-406001	\$ 5.99
	JUNE 15, 2018	118-005143	18-003725	06/30/2018	9	Gear cleaning kit inv 39025	110-14-1404-406001	\$ 15.99
	JUNE 15, 2018	118-005143	18-003725	06/30/2018	10	Chair mat, Popup stickies, inv 2094746261	110-11-1103-406001	\$ 48.46
	JUNE 15, 2018	118-005143	18-003725	06/30/2018	11	Computer perch inv 2095375901	110-11-1103-406001	\$ 18.19
	JUNE 15, 2018	118-005143	18-003725	06/30/2018	12	Pens, roll-on glue tape, inv 2101569201	110-11-1103-406001	\$ 16.88
	JUNE 15, 2018	118-005143	18-003725	06/30/2018	13	Dell toner, Hyken chair, inv 2101713791	110-11-1103-406001	\$ 271.98
	JUNE 15, 2018	118-005143	18-003725	06/30/2018	14	Window envelopes inv 2091406981	110-11-1103-406001	\$ 32.13
[VENDOR] 21607 : SUN MOUNTAIN SPORTS	504977	118-005121	18-003679	06/30/2018	1	Special order Schoneywald	110-14-1402-406133	\$ 133.80
<i>149.28</i>	467300	118-005144	18-003678	06/30/2018	1	Special ORder Stee Logan	110-14-1402-406133	\$ 16.28
[VENDOR] 406 : SURFACES INC.	69313	118-005175	18-003741	06/30/2018	1	Lonesome Oak, 1/2" Rebond pad	250-35-3502-404515	\$ 1,044.46
[VENDOR] 19104 : SWEETWATER TROPHIES	22823	118-005122	18-003676	06/30/2018	1	trophies for junior clinic	110-14-1402-406130	\$ 123.38
[VENDOR] 24558 : SWICK'S MATCO TOOLS	212299	118-005145	18-003728	06/30/2018	1	Eraser Wheel, Inv. #212299	110-12-1201-406125	\$ 62.12
[VENDOR] 22248 : TEN POINT SALES	21670	118-005123	18-003523	06/30/2018	1	Camera parts	130-16-1601-406120	\$ 1,096.29
[VENDOR] 24509 : THE PARTRIDGE PSYCHOLOGICAL GROUP	2676	118-005208	18-003765	06/30/2018	1	Assessment-AA 5/2/18	110-12-1201-403201	\$ 200.00
[VENDOR] 221 : THOMSON REUTERS - WEST PMNT CENTER	838363900	118-005205	18-003762	06/30/2018	1	Library Plan charges	110-11-1102-403220	\$ 481.03
<i>1103.03</i>	838363900	118-005205	18-003762	06/30/2018	2	Subscription Product Charges	110-11-1102-403220	\$ 702.00
[VENDOR] 21609 : TITLEIST	906054262	118-005124	18-003674	06/30/2018	1	Special order Vince Petermel AP3 Irons	110-14-1402-406133	\$ 847.92
<i>4026.34</i>	905922002	118-005125	18-003681	06/30/2018	1	New ball and display	110-14-1402-406133	\$ 233.48
	906044785	118-005126	18-002442	06/30/2018	1	Spring 2018 pre book order	110-14-1402-406133	\$ 2,944.94
[VENDOR] 19404 : UNIQUE CRAFTERS COMPANY	180570	118-005127	18-003688	06/30/2018	1	Gift shop items	110-34-3401-406133	\$ 249.05
<i>207.39</i>	180570	118-005127	18-003688	06/30/2018	2	Gift Shop Items Shipping	110-34-3401-406101	\$ 18.34
[VENDOR] 22500 : UNITED SITE SERVICES	114-6904150	118-005158	18-003712	06/30/2018	1	Standard Restroom inv 114-6904150	110-14-1402-404310	\$ 520.00
<i>2538.89</i>	114-6904150	118-005158	18-003712	06/30/2018	2	Additional Weekly Service inv 114-6904150	110-14-1402-404310	\$ 440.00
	114-6904150	118-005158	18-003712	06/30/2018	3	Environment/Energy Compliance inv 114-6904150	110-14-1402-404310	\$ 143.04
	114-6904172, "163	118-005159	18-003705	06/30/2018	1	Portable Restroom-Dog Park, Inv. #114-6904172	110-14-1401-406130	\$ 126.00
	114-6904172, "163	118-005159	18-003705	06/30/2018	2	Portable Restroom-Blairtown Park, Inv. #114-6904163	110-14-1401-406130	\$ 212.00
	114-6928688	118-005194	18-000405	06/30/2018	1	yearly rental of a ADA accessible portable restroom	110-13-1304-404310	\$ 189.95
	USS-435875/June2018	118-005195	18-003732	06/30/2018	1	Portable Restroom - Arthur Park, Inv. #114-6910795	110-14-1401-406130	\$ 200.00
	USS-435875/June2018	118-005195	18-003732	06/30/2018	2	Portable Restroom - Century West, Inv. #114-6859690	110-14-1401-406130	\$ 154.95
	USS-435875/June2018	118-005195	18-003732	06/30/2018	3	Portable Restroom - Blairtown, Inv. #114-6769164	110-14-1401-406130	\$ 212.00
	USS-435875/June2018	118-005195	18-003732	06/30/2018	4	Portable Restrooms - Dog Park, Inv.	110-14-1401-406130	\$ 126.00

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
	USS-435875/June2018	118-005195	18-003732	06/30/2018	5	#114-6769173 Portable Restrooms - Century West, Inv. #114-435875	110-14-1401-406130	\$ 214.95
[VENDOR] 20380 : UPS 308.08	000065XW67247	118-005176	18-003745	06/30/2018	1	PD shipping 6/12 - 6/14	110-12-1201-406101	\$ 57.10
	000065XW67238	118-005177	18-003744	06/30/2018	1	Golf Shipping 5/30-6/01	110-14-1402-406101	\$ 48.79
	000065XW67238	118-005177	18-003744	06/30/2018	2	PD shipping 5/30-6/04	110-12-1201-406101	\$ 103.91
	000065XW67258	118-005209	18-003766	06/30/2018	1	shipping 6/14 to 6/21	110-12-1201-406101	\$ 98.28
[VENDOR] 20027 : USA BLUE BOOK 3000.42	202216 1-3/4	118-005160	18-003302	06/30/2018	1	40470 &.0 buffer	130-16-1601-406130	\$ 92.00
	202216 1-3/4	118-005160	18-003302	06/30/2018	2	40480 10.0 buffer	130-16-1601-406130	\$ 92.00
	202216 1-3/4	118-005160	18-003302	06/30/2018	3	40450 electrode storage solution	130-16-1601-406130	\$ 265.60
	202216 1-3/4	118-005160	18-003302	06/30/2018	4	29448 Ammonia ISA buffer	130-16-1601-406130	\$ 106.20
	202216 1-3/4	118-005160	18-003302	06/30/2018	5	29510 Calcium Chloride solution	130-16-1601-406130	\$ 19.99
	202216 1-3/4	118-005160	18-003302	06/30/2018	6	29582 Ferric Chloride solution	130-16-1601-406130	\$ 19.99
	202216 1-3/4	118-005160	18-003302	06/30/2018	7	29674 Magnesium Sulfate solution	130-16-1601-406130	\$ 18.99
	202216 1-3/4	118-005160	18-003302	06/30/2018	8	29722 Phosphate buffer	130-16-1601-406130	\$ 19.49
	202216 1-3/4	118-005160	18-003302	06/30/2018	9	32277 Magnesium chloride/Phosphate buffer	130-16-1601-406130	\$ 62.58
	202216 1-3/4	118-005160	18-003302	06/30/2018	10	32516 Nitrate Reagent	130-16-1601-406130	\$ 171.78
	202216 1-3/4	118-005160	18-003302	06/30/2018	11	Nitrite Reagent	130-16-1601-406130	\$ 64.15
	202216 1-3/4	118-005160	18-003302	06/30/2018	12	201994 ORP standard	130-16-1601-406130	\$ 126.90
	202216 1-3/4	118-005160	18-003302	06/30/2018	13	34433 BOD GGA standard	130-16-1601-406130	\$ 44.95
	202216 1-3/4	118-005160	18-003302	06/30/2018	14	38107 Filter membranes	130-16-1601-406130	\$ 403.70
	202216 1-3/4	118-005160	18-003302	06/30/2018	15	51800 laMotte test tubes	130-16-1601-406130	\$ 33.80
	202216 1-3/4	118-005160	18-003302	06/30/2018	16	10328 cleaning syringe	130-16-1601-406130	\$ 45.95
	202216 1-3/4	118-005160	18-003302	06/30/2018	17	16797 Polish cartridge	130-16-1601-406130	\$ 479.95
	202216 1-3/4	118-005160	18-003302	06/30/2018	18	16791 cartridge set	130-16-1601-406130	\$ 469.95
	202216 1-3/4	118-005160	18-003302	06/30/2018	19	10366 CO2 absorber	130-16-1601-406130	\$ 324.95
	202216 1-3/4	118-005160	18-003302	06/30/2018	20	16481 combined cartridge	130-16-1601-406130	\$ 115.20
	202216 1-3/4	118-005160	18-003302	06/30/2018	21	freight	130-16-1601-406130	\$ 61.55
	202216 1-3/4	118-005160	18-003302	06/30/2018	22	29454 100 mg/l Ammonia standard	130-16-1601-406130	\$ 20.95
[VENDOR] 3549 : USPS-HASLER 1900.00	JUNE 2018	118-005190	18-003755	06/30/2018	1	Mayor	110-11-1101-406101	\$ 147.94
	JUNE 2018	118-005190	18-003755	06/30/2018	2	Attorney	110-11-1102-406101	\$ 78.74
	JUNE 2018	118-005190	18-003755	06/30/2018	3	Finance	110-11-1103-406101	\$ 386.60
	JUNE 2018	118-005190	18-003755	06/30/2018	4	Court	110-11-1105-406101	\$ 223.26
	JUNE 2018	118-005190	18-003755	06/30/2018	5	Police	110-12-1201-406101	\$ 110.14
	JUNE 2018	118-005190	18-003755	06/30/2018	6	Fire Dept	110-12-1205-406101	\$ 5.67
	JUNE 2018	118-005190	18-003755	06/30/2018	7	Engineering	110-13-1301-406101	\$ 7.57
	JUNE 2018	118-005190	18-003755	06/30/2018	8	Parks	110-14-1401-406101	\$ 0.68
	JUNE 2018	118-005190	18-003755	06/30/2018	9	Golf Course	110-14-1402-406101	\$ 0.94
	JUNE 2018	118-005190	18-003755	06/30/2018	10	Civic	110-14-1404-406101	\$ 0.94
	JUNE 2018	118-005190	18-003755	06/30/2018	11	Family Recreation	110-14-1405-406101	\$ 4.88
	JUNE 2018	118-005190	18-003755	06/30/2018	12	Public Services	110-19-1901-406101	\$ 55.16
	JUNE 2018	118-005190	18-003755	06/30/2018	13	Building Dept	110-19-1902-406101	\$ 49.68
	JUNE 2018	118-005190	18-003755	06/30/2018	14	Sewer Admin	130-16-1108-406101	\$ 413.90
	JUNE 2018	118-005190	18-003755	06/30/2018	15	Water Admin	150-33-1108-406101	\$ 413.90
[VENDOR] 214 : VAUGHN'S PLUMBING 2011.40	24766	118-005128	18-003713	06/30/2018	1	Clean/Repair Water Heater, Inv. #24766	110-14-1405-406121	\$ 1,359.00

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
	24630	118-005197	18-003690	06/30/2018	1	diverter for windriver pumphouse	150-33-3302-404310	\$ 652.40
[VENDOR] 623 : VERIZON WIRELESS	JUNE 15, 2018	118-005146	18-003724	06/30/2018	1	Animal Control	110-12-1202-405302	\$ 119.02
	JUNE 15, 2018	118-005146	18-003724	06/30/2018	2	Cemetery	110-13-1304-405302	\$ 64.64
	JUNE 15, 2018	118-005146	18-003724	06/30/2018	3	City Buildings	110-11-1104-405302	\$ 36.41
	JUNE 15, 2018	118-005146	18-003724	06/30/2018	4	Civic Center	110-14-1404-405302	\$ 226.24
	JUNE 15, 2018	118-005146	18-003724	06/30/2018	5	Engineering	110-13-1301-405302	\$ 109.23
	JUNE 15, 2018	118-005146	18-003724	06/30/2018	6	Emergency Mngmt	110-12-1204-405302	\$ 36.41
	JUNE 15, 2018	118-005146	18-003724	06/30/2018	7	Fire Department	110-12-1205-405302	\$ 139.23
	JUNE 15, 2018	118-005146	18-003724	06/30/2018	8	FRC	110-14-1405-405302	\$ 468.21
	JUNE 15, 2018	118-005146	18-003724	06/30/2018	9	Golf	110-14-1402-405302	\$ 96.96
	JUNE 15, 2018	118-005146	18-003724	06/30/2018	10	Housing	250-35-3502-405302	\$ 96.96
	JUNE 15, 2018	118-005146	18-003724	06/30/2018	11	Parks	110-14-1401-405302	\$ 133.37
	JUNE 15, 2018	118-005146	18-003724	06/30/2018	12	Police	110-12-1201-405302	\$ 2,461.76
	JUNE 15, 2018	118-005146	18-003724	06/30/2018	13	Public Services	110-19-1901-405302	\$ 36.41
	JUNE 15, 2018	118-005146	18-003724	06/30/2018	14	Shop	110-19-1903-405302	\$ 32.32
	JUNE 15, 2018	118-005146	18-003724	06/30/2018	15	Streets	110-13-1303-405302	\$ 68.73
	JUNE 15, 2018	118-005146	18-003724	06/30/2018	16	Water Ops	150-33-3302-405302	\$ 294.97
	JUNE 15, 2018	118-005146	18-003724	06/30/2018	17	WRF	130-16-1601-405302	\$ 133.37
[VENDOR] 24538 : VISION GRAPHICS, INC.	82305	118-005193	18-003174	06/30/2018	1	1200 copies full color	110-14-1404-405500	\$ 2,167.60
[VENDOR] 553 : WALMART COMMUNITY BRC	JUNE 16, 2018	118-005147	18-003723	06/30/2018	1	Animal Control purchases	110-12-1202-406130	\$ 235.32
	JUNE 16, 2018	118-005147	18-003723	06/30/2018	2	Cemetery purchases	110-13-1304-404310	\$ 90.29
	JUNE 16, 2018	118-005147	18-003723	06/30/2018	3	City Building purchases	110-11-1104-406130	\$ 191.68
	JUNE 16, 2018	118-005147	18-003723	06/30/2018	4	Civic Center purchases	110-14-1404-406001	\$ 29.34
	JUNE 16, 2018	118-005147	18-003723	06/30/2018	4	Civic Center purchases	110-14-1404-406132	\$ 292.00
	JUNE 16, 2018	118-005147	18-003723	06/30/2018	4	Civic Center purchases	110-14-1405-406130	\$ 26.10
	JUNE 16, 2018	118-005147	18-003723	06/30/2018	5	FRC purchases	110-14-1405-406120	\$ 552.15
	JUNE 16, 2018	118-005147	18-003723	06/30/2018	5	FRC purchases	110-14-1405-406130	\$ 42.73
	JUNE 16, 2018	118-005147	18-003723	06/30/2018	6	Fire Department purchases	110-12-1205-406130	\$ 222.93
	JUNE 16, 2018	118-005147	18-003723	06/30/2018	7	Golf course purchases	110-14-1402-406001	\$ 37.04
	JUNE 16, 2018	118-005147	18-003723	06/30/2018	8	Museum purchases	110-34-3401-406120	\$ 255.41
	JUNE 16, 2018	118-005147	18-003723	06/30/2018	9	RSPD purchases	110-12-1201-406117	\$ 322.96
	JUNE 16, 2018	118-005147	18-003723	06/30/2018	9	RSPD purchases	110-12-1201-406130	\$ 295.85
	JUNE 16, 2018	118-005147	18-003723	06/30/2018	10	Street dept purchases	110-13-1301-406130	\$ 142.56
	JUNE 16, 2018	118-005147	18-003723	06/30/2018	11	URA purchases	110-11-1106-406144	\$ 22.66
	JUNE 16, 2018	118-005147	18-003723	06/30/2018	12	Water Operations purchases	150-33-3302-406120	\$ 76.05
	JUNE 16, 2018	118-005147	18-003723	06/30/2018	13	WRF purchases	130-16-1601-406120	\$ 72.63
[VENDOR] 24209 : WATCHGUARD VIDEO	ACCINV0015630	118-005148	18-003517	06/30/2018	1	Rotatable Shirt Clip	110-12-1201-406130	\$ 450.00
	ACCINV0015630	118-005148	18-003517	06/30/2018	2	Magnetic Chest Mount	110-12-1201-406130	\$ 250.00
[VENDOR] 20304 : WAXIE	77524799	118-005129	18-003631	06/30/2018	1	385860 WAXIE ANTIBACTERIAL FOAM HANDSOAP 1250 ML 3/CS	110-14-1404-406120	\$ 166.84
	77524799	118-005129	18-003631	06/30/2018	2	Handling fee	110-14-1404-406120	\$ 15.00
	77551901	118-005202	18-003759	06/30/2018	1	Limelite Lime & Scale	110-14-1404-406120	\$ 88.46
	77551901	118-005202	18-003759	06/30/2018	2	Microfiber Tube Mop-Blue	110-14-1404-406120	\$ 219.24

4554.24

2907.72

700.00

624.09

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
	77551901	118-005202	18-003759	06/30/2018	3	Sofpuli Premium	110-14-1404-406120	\$ 58.07
	77551901	118-005202	18-003759	06/30/2018	4	Clean & Soft	110-14-1404-406120	\$ 78.48
[VENDOR] 21221 : WEBB <i>Reana</i>	RM WEBB, R 6/2018	118-005130	18-003716	06/30/2018	1	Resident Manager - June 2018	250-35-3501-403308	\$ 175.00
[VENDOR] 23778 : WEED MANAGEMENT SOLUTIONS <i>12424.50</i>	PayApp#2	118-005131	18-003336	06/30/2018	1	2018 Weed Mitigation	110-13-1304-507409	\$ 13,805.00
[VENDOR] 21220 : WILLIAMS <i>Renny</i>	RM WILLIAMS,P 6/2018	118-005132	18-003717	06/30/2018	1	Resident Manager - June 2018	250-35-3501-403308	\$ 175.00
[VENDOR] 19716 : WYOMING ANALYTICAL LABS <i>1107.00</i>	37336, 37347R	118-005133	18-000044	06/30/2018	1	Water Testing for 30 Inch Water	150-33-3302-507902	\$ 737.00
	37347R	118-005161	18-000044	06/30/2018	1	Water Testing for 30 inch Water	150-33-3302-507902	\$ 370.00
[VENDOR] 235 : WYOMING MACHINERY	PO401572	118-005162	18-003731	06/30/2018	1	Nuts and Bolts 2J-3507, 1J-5607	110-13-1303-406120	\$ 68.60
[VENDOR] 23390 : ZOHO CORP	2147333-2018	118-005192	18-003132	06/30/2018	1	ManageEngine ADAudit and Exchange Reporter 6/12/18 - 6/12-19	110-11-1107-404301	\$ 3,180.00
<b>GRAND TOTAL (Excluding Retainage) :</b>								<b>\$ 283,475.31</b>
<hr/>								
RETAINAGE WITHHELD FOR INVOICE	PAY APP #4	118-005168	18-001642	06/30/2018				\$ -1,920.00
RETAINAGE WITHHELD FOR INVOICE	PayApp #4	118-005137	18-002589	06/30/2018				\$ -374.30
RETAINAGE WITHHELD FOR INVOICE	PayApp#2	118-005131	18-003336	06/30/2018				\$ -1,380.50
<b>RETAINAGE TOTAL :</b>								<b>\$ -3,674.80</b>
<b>GRAND TOTAL (Including Retainage) :</b>								<b>\$ 279,800.51</b>

City of Rock Springs  
Open Item Listing

Run Date: 06/29/2018 User: sandy\_mojunkin

*July*

Status: BOTH Due Date: 07/03/2018  
Bank Account: RSNB Bank-Health Insurance Checking  
Invoice Type: All Created By: All

Vendors	Vendor Invoice	Invoice	Invoice Status	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
[VENDOR] 23 : BLUE CROSS-BLUE SHIELD	AdminHealth July'18	119-000045	POSTED	19-000004	07/03/2018	1	Health Insurance Premiums- July 2018	113-18-1801-403135	\$ 71,688.24
GRAND TOTAL :								\$	71,688.24

**City of Rock Springs  
Open Item Listing**

Run Date: 06/29/2018 User: sandy\_mcjunkin

Status: POSTED Due Date: 07/05/2018  
Bank Account: RSNB Bank-General Fund Checking  
Invoice Type: All Created By: All

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
[VENDOR] 23808 : ABI WINTERHAWK RECOVERY LLC <i>629.00</i>	JULY HAP	119-000019	19-000008	07/03/2018	1	HAWORTH JULY HAP	295-35-3508-404010	\$ 300.00
	JULY HAP	119-000019	19-000008	07/03/2018	2	SHAW JULY HAP	295-35-3508-404010	\$ 329.00
[VENDOR] 9000.2219 : AMUNDSEN CONSTRUCTION	7562895	119-000046		07/03/2018	1	UB CR REFUND-157094	170-00-0000-202000	\$ 8.54
[VENDOR] 9000.2227 : ANGELA OR TROY BLOSSOM	7566888	119-000054		07/03/2018	1	UB CR REFUND-97127	170-00-0000-202000	\$ 212.30
[VENDOR] 9000.2208 : ANN COPELAN	7536245	119-000005		07/03/2018	1	UB CR REFUND-95795	170-00-0000-202000	\$ 19.75
[VENDOR] 24446 : BEST VALUE RENTALS, LLC	JULY HAP	119-000020	19-000016	07/03/2018	1	VELASQUEZ JULY HAP	295-35-3508-404010	\$ 739.00
[VENDOR] 22708 : CARRINGTON POINTE APARTMENTS <i>7128.00</i>	JULY HAP	119-000021	19-000010	07/03/2018	1	TOLAR JULY HAP	295-35-3508-404010	\$ 577.00
	JULY HAP	119-000021	19-000010	07/03/2018	2	BENNETT JULY HAP	295-35-3508-404010	\$ 455.00
	JULY HAP	119-000021	19-000010	07/03/2018	3	WILLITS JULY HAP	295-35-3508-404010	\$ 628.00
	JULY HAP	119-000021	19-000010	07/03/2018	4	HUNT JULY HAP	295-35-3508-404010	\$ 308.00
	JULY HAP	119-000021	19-000010	07/03/2018	5	MILLER JULY HAP	295-35-3508-404010	\$ 464.00
	JULY HAP	119-000021	19-000010	07/03/2018	6	POLITI JULY HAP	295-35-3508-404010	\$ 421.00
	JULY HAP	119-000021	19-000010	07/03/2018	7	JACKSON JULY HAP	295-35-3508-404010	\$ 441.00
	JULY HAP	119-000021	19-000010	07/03/2018	8	QUESADA JULY HAP	295-35-3508-404010	\$ 513.00
	JULY HAP	119-000021	19-000010	07/03/2018	9	MILLS JULY HAP	295-35-3508-404010	\$ 453.00
	JULY HAP	119-000021	19-000010	07/03/2018	10	BATTY JULY HAP	295-35-3508-404010	\$ 553.00
	JULY HAP	119-000021	19-000010	07/03/2018	11	HYMAN JULY HAP	295-35-3508-404010	\$ 276.00
	JULY HAP	119-000021	19-000010	07/03/2018	12	MARTIN JULY HAP VASH	295-35-3508-404009	\$ 764.00
	JULY HAP	119-000021	19-000010	07/03/2018	13	PARKER JULY HAP	295-35-3508-404010	\$ 780.00
	JULY HAP	119-000021	19-000010	07/03/2018	14	HANSON JULY HAP	295-35-3508-404010	\$ 495.00
[VENDOR] 22709 : CHAVEZ <i>Wania</i>	JULY HAP	119-000022	19-000011	07/03/2018	1	SOLARIS JULY HAP VASH	295-35-3508-404009	\$ 408.00
[VENDOR] 3487 : CITY OF ROCK SPRINGS <i>322184.39</i>	JULY 1, 2018	119-000011	19-000003	07/03/2018	1	MAYOR/COUNCIL	110-11-1101-402011	\$ 1,572.63
	JULY 1, 2018	119-000011	19-000003	07/03/2018	2	ATTORNEY	110-11-1102-402011	\$ 5,105.64
	JULY 1, 2018	119-000011	19-000003	07/03/2018	3	FINANCE/ADMIN	110-11-1103-402011	\$ 10,706.75
	JULY 1, 2018	119-000011	19-000003	07/03/2018	4	CITY BUILDINGS	110-11-1104-402011	\$ 2,154.28
	JULY 1, 2018	119-000011	19-000003	07/03/2018	5	MUNICIPAL COURT	110-11-1105-402011	\$ 1,551.06
	JULY 1, 2018	119-000011	19-000003	07/03/2018	6	URA	110-11-1106-402011	\$ 1,378.73
	JULY 1, 2018	119-000011	19-000003	07/03/2018	7	IT	110-11-1107-402011	\$ 2,929.81
	JULY 1, 2018	119-000011	19-000003	07/03/2018	8	SEWER ADMIN	130-16-1108-402011	\$ 387.77
	JULY 1, 2018	119-000011	19-000003	07/03/2018	9	WATER ADMIN	150-33-1108-402011	\$ 387.76
	JULY 1, 2018	119-000011	19-000003	07/03/2018	10	HUMAN RESOURCES	110-11-1109-402011	\$ 0.00
	JULY 1, 2018	119-000011	19-000003	07/03/2018	11	POLICE DEPT	110-12-1201-402011	\$ 81,086.95
	JULY 1, 2018	119-000011	19-000003	07/03/2018	12	ANIMAL CONTROL	110-12-1202-402011	\$ 2,348.16

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
	JULY 1, 2018	119-000011	19-000003	07/03/2018	13	FIRE DEPARTMENT	110-12-1205-402011	\$ 59,716.57
	JULY 1, 2018	119-000011	19-000003	07/03/2018	14	ENGINEERING	110-13-1301-402011	\$ 6,462.84
	JULY 1, 2018	119-000011	19-000003	07/03/2018	15	STREETS	110-13-1303-402011	\$ 16,458.68
	JULY 1, 2018	119-000011	19-000003	07/03/2018	16	CEMETERY	110-13-1304-402011	\$ 2,154.28
	JULY 1, 2018	119-000011	19-000003	07/03/2018	17	PARKS	110-14-1401-402011	\$ 7,453.82
	JULY 1, 2018	119-000011	19-000003	07/03/2018	18	GOLF COURSE	110-14-1402-402011	\$ 13,119.56
	JULY 1, 2018	119-000011	19-000003	07/03/2018	19	CIVIC CENTER	110-14-1404-402011	\$ 13,895.07
	JULY 1, 2018	119-000011	19-000003	07/03/2018	20	FAMILY REC CNTR	110-14-1405-402011	\$ 19,366.92
	JULY 1, 2018	119-000011	19-000003	07/03/2018	21	WRF	130-16-1601-402011	\$ 22,533.72
	JULY 1, 2018	119-000011	19-000003	07/03/2018	22	PUBLIC SERVICES	110-19-1901-402011	\$ 1,378.73
	JULY 1, 2018	119-000011	19-000003	07/03/2018	23	BUILDING INSP	110-19-1902-402011	\$ 6,462.84
	JULY 1, 2018	119-000011	19-000003	07/03/2018	24	VEHICLE MAINTENANCE	110-19-1903-402011	\$ 9,995.85
	JULY 1, 2018	119-000011	19-000003	07/03/2018	25	WATER OPS	150-33-3302-402011	\$ 14,325.92
	JULY 1, 2018	119-000011	19-000003	07/03/2018	26	MUSEUM	110-34-3401-402011	\$ 2,154.28
	JULY 1, 2018	119-000011	19-000003	07/03/2018	27	PUBLIC HOUSING	250-35-3501-402011	\$ 1,615.71
	JULY 1, 2018	119-000011	19-000003	07/03/2018	28	PUBLIC HSG MNTR	250-35-3502-402011	\$ 3,726.89
	JULY 1, 2018	119-000011	19-000003	07/03/2018	29	NON-DEPT	110-15-1501-402011	\$ 11,753.16
[VENDOR] 9000.2215 : CLARENCE L. GROUTAGE	7557775	119-000015		07/03/2018	1	UB CR REFUND-101159	170-00-0000-202000	\$ 50.98
[VENDOR] 22710 : CML RENTALS 1041.00	JULY HAP	119-000023	19-000015	07/03/2018	1	GARCIA JULY HAP	295-35-3508-404010	\$ 383.00
	JULY HAP	119-000023	19-000015	07/03/2018	2	GOLD JULY HAP VASH	295-35-3508-404009	\$ 658.00
[VENDOR] 24559 : FORTUNA, JOHN A.	JULY HAP	119-000024	19-000012	07/03/2018	1	HERBIN JULY HAP	295-35-3508-404010	\$ 28.00
[VENDOR] 24298 : FOSSEN <i>Michele</i>	JULY HAP	119-000025	19-000013	07/03/2018	1	CRUZ JULY HAP	295-35-3508-404010	\$ 686.00
[VENDOR] 9000.2225 : FRANK FERLIC	7566866	119-000052		07/03/2018	1	UB CR REFUND-101384	170-00-0000-202000	\$ 75.55
[VENDOR] 24562 : GUNYAN, MARY	JULY URP	119-000026	19-000030	07/03/2018	1	JULY URP	295-35-3508-404011	\$ 7.00
[VENDOR] 24207 : HIGH DESERT HUMAN RESOURCES ASSOC.	ROLLS ON 2018	119-000027	19-000029	07/03/2018	1	Corporate Table purchase for 2018 life rolls on	110-11-1101-405410	\$ 750.00
[VENDOR] 9000.2226 : JACKMAN CONSTRUCTION INC	7566887	119-000053		07/03/2018	1	UB CR REFUND-95498	170-00-0000-202000	\$ 92.68
[VENDOR] 9000.2214 : JEFF HERRINGTON	7557774	119-000014		07/03/2018	1	UB CR REFUND-99394	170-00-0000-202000	\$ 34.75
[VENDOR] 9000.2207 : JODY OR GWENDI DEAL	7536244	119-000004		07/03/2018	1	UB CR REFUND-97507	170-00-0000-202000	\$ 19.30
[VENDOR] 9000.2224 : JOE OR PATRICIA BOZNER	7566885	119-000051		07/03/2018	1	UB CR REFUND-102298	170-00-0000-202000	\$ 75.88
[VENDOR] 9000.2206 : JOE SENESHAE	7536243	119-000003		07/03/2018	1	UB CR REFUND-99237	170-00-0000-202000	\$ 19.23
[VENDOR] 24339 : M & H PROPERTIES, LLC	JULY HAP VASH	119-000028	19-000024	07/03/2018	1	CHESNEY JULY HAP VASH	295-35-3508-404009	\$ 161.00
[VENDOR] 9000.2222 : M. VICTORIA SCHWARTZ	7562898	119-000049		07/03/2018	1	UB CR REFUND-99320	170-00-0000-202000	\$ 65.98
[VENDOR] 9000.2204 : MAINLINE CONSTRUCTION	7536241	119-000001		07/03/2018	1	UB CR REFUND-155828	170-00-0000-202000	\$ 8.54

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
[VENDOR] 9000.2218 : MARK SWEET	7557778	119-000018		07/03/2018	1	UB CR REFUND-95023	170-00-0000-202000	\$ 105.09
[VENDOR] 9000.2216 : MAX MARTINEZ	7557776	119-000016		07/03/2018	1	UB CR REFUND-100415	170-00-0000-202000	\$ 58.98
[VENDOR] 24399 : OVERY <i>Raup</i>	JULY HAP VASH	119-000029	19-000018	07/03/2018	1	CISNEROS JULY HAP VASH	295-35-3508-404009	\$ 680.00
[VENDOR] 24476 : PARKER <i>Latuecha</i>	JULY URP	119-000030	19-000005	07/03/2018	1	JULY URP	295-35-3508-404011	\$ 12.00
[VENDOR] 24260 : PENOFF <i>David</i>	JULY HAP	119-000031	19-000019	07/03/2018	1	CORDOVA JULY HAP	295-35-3508-404010	\$ 260.00
[VENDOR] 9000.2212 : RED HORSE OIL CO, INC.	7536249	119-000009		07/03/2018	1	UB CR REFUND-101668	170-00-0000-202000	\$ 93.39
[VENDOR] 9000.2209 : RICHARD STEVENSON	7536246	119-000006		07/03/2018	1	UB CR REFUND-101764	170-00-0000-202000	\$ 25.98
[VENDOR] 9000.2205 : ROBERT D OR ROBYN NORMAN	7536242	119-000002		07/03/2018	1	UB CR REFUND-97636	170-00-0000-202000	\$ 13.07
[VENDOR] 23637 : ROCK SPRINGS CREEKSIDE APTS.	JULY HAP	119-000032	19-000006	07/03/2018	1	Gunyan July Hap	295-35-3508-404010	\$ 621.00
	JULY HAP	119-000032	19-000006	07/03/2018	2	PRATER JULY HAP	295-35-3508-404010	\$ 474.00
	JULY HAP	119-000032	19-000006	07/03/2018	3	CREA JULY HAP	295-35-3508-404010	\$ 293.00
	JULY HAP	119-000032	19-000006	07/03/2018	4	HORNER JULY HAP	295-35-3508-404010	\$ 611.00
	JULY HAP	119-000032	19-000006	07/03/2018	5	BEEN JULY HAP	295-35-3508-404010	\$ 860.00
	JULY HAP	119-000032	19-000006	07/03/2018	6	GARDNER JULY HAP	295-35-3508-404010	\$ 704.00
	JULY HAP	119-000032	19-000006	07/03/2018	7	BERTOT JULY HAP	295-35-3508-404010	\$ 426.00
[VENDOR] 164 : ROCK SPRINGS NEWSPAPERS	101508	119-000055	19-000031	07/03/2018	1	12 Mo delivery 101508	110-11-1102-403220	\$ 117.00
[VENDOR] 22714 : RS APARTMENTS LLC	JULY HAP	119-000033	19-000007	07/03/2018	1	LANDEROZ JULY HAP	295-35-3508-404010	\$ 233.00
[VENDOR] 9000.2211 : SAMUEL OR KENZIE RONDINELLI	7536248	119-000008		07/03/2018	1	UB CR REFUND-96095	170-00-0000-202000	\$ 78.01
[VENDOR] 9000.2210 : SANDRA MITCHELL	7536247	119-000007		07/03/2018	1	UB CR REFUND-94471	170-00-0000-202000	\$ 45.98
[VENDOR] 23602 : SELF <i>Tim</i>	JULY HAP	119-000034	19-000021	07/03/2018	1	STROZZI JULY HAP	295-35-3508-404010	\$ 476.00
[VENDOR] 9000.2220 : SMART DWELLINGS LLC	7562896	119-000047		07/03/2018	1	UB CR REFUND-157086	170-00-0000-202000	\$ 8.54
[VENDOR] 9000.2221 : SMART DWELLINGS LLC	7562897	119-000048		07/03/2018	1	UB CR REFUND-157085	170-00-0000-202000	\$ 8.54
[VENDOR] 22717 : SOUTHWEST REAL ESTATE	JULY HAP VASH	119-000035	19-000017	07/03/2018	1	REYNOLDS JULY HAP VASH	295-35-3508-404009	\$ 779.00
[VENDOR] 23298 : SPRINGVIEW MANOR APTS	JULY HAP VASH/TPT	119-000036	19-000022	07/03/2018	1	PETERSON JULY HAP VASH	295-35-3508-404009	\$ 315.00
	JULY HAP VASH/TPT	119-000036	19-000022	07/03/2018	2	CRANFORD JULY HAP	295-35-3508-404010	\$ 209.00
	JULY HAP VASH/TPT	119-000036	19-000022	07/03/2018	3	MACE JULY HAP TPT	295-35-3508-404008	\$ 469.00
	JULY HAP VASH/TPT	119-000036	19-000022	07/03/2018	4	SUTPHIN JULY HAP TPT	295-35-3508-404008	\$ 225.00
	JULY HAP VASH/TPT	119-000036	19-000022	07/03/2018	5	MARCINEK JULY HAP VASH	295-35-3508-404009	\$ 284.00
	JULY HAP VASH/TPT	119-000036	19-000022	07/03/2018	6	MOREY JULY HAP VASH	295-35-3508-404009	\$ 422.00
	JULY HAP VASH/TPT	119-000036	19-000022	07/03/2018	7	HUANG JULY HAP	295-35-3508-404010	\$ 310.00

*37829.00*

*2503.00*

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
	JULY HAP VASH/TPT	119-000036	19-000022	07/03/2018	8	FLETCHER JULY HAP	295-35-3508-404010	\$ 269.00
[VENDOR] 3533 : SUN LIFE FINANCIAL	JULY 2018	119-000012	19-000002	07/03/2018	1	MAYOR/COUNCIL	110-11-1101-402010	\$ 51.64
	JULY 2018	119-000012	19-000002	07/03/2018	2	ATTORNEY	110-11-1102-402010	\$ 19.53
	JULY 2018	119-000012	19-000002	07/03/2018	3	FINANCE/ADMIN	110-11-1103-402010	\$ 44.74
	JULY 2018	119-000012	19-000002	07/03/2018	4	CITY BUILDINGS	110-11-1104-402010	\$ 6.51
	JULY 2018	119-000012	19-000002	07/03/2018	5	MUNICIPAL COURT	110-11-1105-402010	\$ 11.79
	JULY 2018	119-000012	19-000002	07/03/2018	6	URA	110-11-1106-402010	\$ 6.51
	JULY 2018	119-000012	19-000002	07/03/2018	7	IT	110-11-1107-402010	\$ 11.79
	JULY 2018	119-000012	19-000002	07/03/2018	8	HUMAN RESOURCES	110-11-1109-402010	\$ 6.51
	JULY 2018	119-000012	19-000002	07/03/2018	9	POLICE	110-12-1201-402010	\$ 324.99
	JULY 2018	119-000012	19-000002	07/03/2018	10	ANIMAL CONTROL	110-12-1202-402010	\$ 11.79
	JULY 2018	119-000012	19-000002	07/03/2018	11	FIRE DEPARTMENT	110-12-1205-402010	\$ 220.47
	JULY 2018	119-000012	19-000002	07/03/2018	12	ENGINEERING	110-13-1301-402010	\$ 19.53
	JULY 2018	119-000012	19-000002	07/03/2018	13	STREETS	110-13-1303-402010	\$ 73.81
	JULY 2018	119-000012	19-000002	07/03/2018	14	CEMETERY	110-13-1304-402010	\$ 13.02
	JULY 2018	119-000012	19-000002	07/03/2018	15	PARKS	110-14-1401-402010	\$ 26.04
	JULY 2018	119-000012	19-000002	07/03/2018	16	GOLF COURSE	110-14-1402-402010	\$ 44.34
	JULY 2018	119-000012	19-000002	07/03/2018	17	CIVIC CENTER	110-14-1404-402010	\$ 53.05
	JULY 2018	119-000012	19-000002	07/03/2018	18	FAMILY REC CNTR	110-14-1405-402010	\$ 96.78
	JULY 2018	119-000012	19-000002	07/03/2018	19	WRF	130-16-1601-402010	\$ 87.45
	JULY 2018	119-000012	19-000002	07/03/2018	20	PUBLIC SERVICES	110-19-1901-402010	\$ 17.68
	JULY 2018	119-000012	19-000002	07/03/2018	21	BLDG INSP	110-19-1902-402010	\$ 19.53
	JULY 2018	119-000012	19-000002	07/03/2018	22	SHOP	110-19-1903-402010	\$ 32.55
	JULY 2018	119-000012	19-000002	07/03/2018	23	SEWER ADMIN	130-16-1108-402010	\$ 5.90
	JULY 2018	119-000012	19-000002	07/03/2018	24	WATER ADMIN	150-33-1108-402010	\$ 5.89
	JULY 2018	119-000012	19-000002	07/03/2018	25	WATER OPS	150-33-3302-402010	\$ 57.36
	JULY 2018	119-000012	19-000002	07/03/2018	26	MUSEUM	110-34-3401-402010	\$ 6.51
	JULY 2018	119-000012	19-000002	07/03/2018	27	PUBLIC HOUSING	250-35-3501-402010	\$ 13.86
	JULY 2018	119-000012	19-000002	07/03/2018	28	PUB HSG MNCT	250-35-3502-402010	\$ 18.30
	JULY 2018	119-000012	19-000002	07/03/2018	29	SECTION 8	295-35-3508-402010	\$ 2.81
[VENDOR] 20299 : SWEETWATER COUNTY EVENTS COMP	19820	119-000037	19-000027	07/03/2018	1	Fair-Sponsorship FY2019 Inv 19820	110-15-1501-407500	\$ 56,000.00
[VENDOR] 3434 : SWEETWATER HEIGHTS	JULY HAP VASH	119-000038	19-000014	07/03/2018	1	REYNOLDS JULY HAP VASH	295-35-3508-404009	\$ 609.00
	JULY HAP VASH	119-000038	19-000014	07/03/2018	2	LLOYD JULY HAP VASH	295-35-3508-404009	\$ 609.00
	JULY HAP VASH	119-000038	19-000014	07/03/2018	3	BORCHERT JULY HAP VASH	295-35-3508-404009	\$ 811.00
	JULY HAP VASH	119-000038	19-000014	07/03/2018	4	BOSCH JULY HAP VASH	295-35-3508-404009	\$ 621.00
	JULY HAP VASH	119-000038	19-000014	07/03/2018	5	BOLING JULY HAP VASH	295-35-3508-404009	\$ 621.00
[VENDOR] 21496 : TEGELER & ASSOCIATES	INS 7-1-18	119-000039	19-000020	07/03/2018	1	Insurance Premiums	110-15-1501-405201	\$ 502,155.00
	INS 7-1-18	119-000039	19-000020	07/03/2018	1	Insurance Premiums	130-16-1601-405201	\$ 48,109.00
[VENDOR] 9000.2217 : TIM COLETTI	7557777	119-000017		07/03/2018	1	UB CR REFUND-95948	170-00-0000-202000	\$ 72.03
[VENDOR] 9000.2223 : TOM OR SUSAN DICKMAN	7562899	119-000050		07/03/2018	1	UB CR REFUND-99613	170-00-0000-202000	\$ 197.52
[VENDOR] 22746 : TURNKEY PROPERTIES INC.	JULY HAP	119-000040	19-000023	07/03/2018	1	ELESPURU JULY HAP	295-35-3508-404010	\$ 557.00

BID LAB

3571.00

550264.00

1136.00

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
	JULY HAP	119-000040	19-000023	07/03/2018	2	SHERWOOD JULY HAP	295-35-3508-404010	\$ 579.00
✓ [VENDOR] 24226 : VESCO <i>Berdah</i>	JULY HAP	119-000041	19-000025	07/03/2018	1	MCDONALD JULY HAP	295-35-3508-404010	\$ 420.00
✓ [VENDOR] 18770 : WAMCAT	WAMCATFY19	119-000013	19-000001	07/03/2018	1	Membership FY19 (7/1/18 - 6/30/19)	110-11-1103-403220	\$ 65.00
✓ [VENDOR] 22797 : WARE <i>Ted</i>	JULY HAP	119-000043	19-000026	07/03/2018	1	DURAN JULY HAP	295-35-3508-404010	\$ 880.00
<i>1475.00</i>	JULY HAP	119-000043	19-000026	07/03/2018	2	WELCH JULY HAP	295-35-3508-404010	\$ 595.00
✓ [VENDOR] 24245 : WILLOW STREET RENTALS	JULY HAP	119-000044	19-000009	07/03/2018	1	WALES-ALLEN JULY HAP	295-35-3508-404010	\$ 548.00
<i>1036.00</i>	JULY HAP	119-000044	19-000009	07/03/2018	2	WALKER JULY HAP	295-35-3508-404010	\$ 488.00
✓ [VENDOR] 24227 : WOSTREL <i>Aaron</i>	JULY HAP	119-000042	19-000028	07/03/2018	1	SHINE JULY HAP	295-35-3508-404010	\$ 650.00
[VENDOR] 9000.2213 : ZACH OR LINDSAY NICHOLAS	7536250	119-000010		07/03/2018	1	UB CR REFUND-130387	170-00-0000-202000	\$ 103.87
GRAND TOTAL :							\$	959,532.54

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

EMPLOYEE GARNISHMENTS	Employee deductions	\$	391.65
INTERNAL REVENUE SERVICE	Electronic fund transfer	\$	145,749.53
AXA - EQUITABLE	Employee deferred	\$	137.50
ICMA	Electronic fund transfer	\$	3,034.24
MISC REIMBURSEMENT	Employee Reimbursement	\$	439.52
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	\$	8,087.50
GREAT WEST RETIREMENT	Post Tax	\$	240.00
SWEETWATER FEDERAL CREDIT UNION	Employee deductions	\$	3,050.00
FLEXIBLE SPENDING ACCOUNT/BCBS	Employee BCBS flexshare	\$	6,794.99
WYOMING CHILD SUPPORT	Child Support payments	\$	3,707.50
TOTAL CHECKS		\$	173,702.43

# **City of Rock Springs**

Payroll Authorization  
for June 22, 2018

Gross Payroll - \$671,930.25



*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: Matthew L. McBurnett *MM* Date: 6/28/2018

Department Director Approval: Matthew L. McBurnett *MM* Date: 6/28/2018

Department: Information Technology

Position Requested: Computer Support Specialist I or II  Replace  Add

If replacement, state previous employee name and date of termination:  
William Paker - 11/27/17

Position Status:  
 Full-time  Part-time  Temporary  Seasonal \_\_\_\_\_ months # hours/week 40

Days  Evenings  Nights  Weekends  Various

Specific time of shift: (i.e. 7:00am - 3:30pm) 8:00 am - 5:00 pm

Position Qualifications  High School Grad/GED  Associates Degree  
 Driver's License  Bachelor's Degree  
 Commercial Driver's License  Master's Degree  
 Certifications \_\_\_\_\_

Brief Description of Duties:  
Under general supervision, install computer hardware, operating systems, and application software; train employees to use them and to follow the established policies and procedures guiding the use of computers and network resources; inspect and maintain computer and network hardware, software, configuration and cabling; support employees in their use of computer applications and the network or other resources necessary for their proper operation; and provide detailed diagnostic problem solving for desktop applications, server use, and networking.

Position Begin Date: 8/1/2018

Budget Approval: *Matthew L. McBurnett* Non-Budget Approval: \_\_\_\_\_  
Director of Administrative Services Director of Administrative Services

Approved: *Carl McBurnett* Not Approved: \_\_\_\_\_  
Mayor 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: Mike Evans

Date: 6/25/2018

Department Director Approval: *David M. Jundt*

Date: 6/25/18

Department: Family Recreation Center

Position Requested: Janitor

Replace  Add

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

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

Position Begin Date: 7/16/2018

Budget Approval: *Matthew P. M. [Signature]*  
Director of Administrative Services

Non-Budget Approval: \_\_\_\_\_  
Director of Administrative Services

Approved: *[Signature]*  
Mayor

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

**Advertising Request**

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

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: Travis Turner *Travis Turner* Date: 6/15/2018

Department Director Approval: Paul D. Kauchich *Paul D. Kauchich* Date: 6/15/2018

Department: Engineering & Operations - City Buildings

Position Requested: Janitor, Range 27  Replace  Add

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

Position Status:  
 Full-time  Part-time  Temporary  Seasonal \_\_\_\_\_ months # hours/week 40

Days  Evenings  Nights  Weekends  Various

Specific time of shift: (i.e. 7:00am – 3:30pm) 5:30am - 2:30pm

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: See attached job description.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Position Begin Date: 8/1/2018

Budget Approval: *William P. McBurnett*  
Director of Administrative Services

Non-Budget Approval: \_\_\_\_\_  
Director of Administrative Services

Approved: *Carl McNeal*  
Mayor

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: Chris Doak  Date: 6/15/2018

Department Director Approval: Paul D. Kauchich  Date: 6/15/2018

Department: Engineering & Operations - Cemetery

Position Requested: Cemetery Maintenance Worker I, Range 40  Replace  Add

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

Position Status:  
 Full-time  Part-time  Temporary  Seasonal \_\_\_\_\_ months # hours/week 40

Days  Evenings  Nights  Weekends  Various

Specific time of shift: (i.e. 7:00am – 3:30pm) 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: See attached job description.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Position Begin Date: 8/1/2018

Budget Approval:   
Approved: \_\_\_\_\_  
Mayor

Non-Budget Approval: \_\_\_\_\_  
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: 6/26/2018

Department Director Approval: [Signature]

Date: 6/26/2018

Department: Fire Department

Position Requested: Fire Battalion Chief

Replace  Add

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

Battalion Chief Rick Cozad accepted the Fire Inspector/Battalion Chief position, creating a vacancy on A-Crew for Battalion Chief

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) 48/96 hour rotations

Position Qualifications

- High School Grad/GED  Associates Degree  
 Driver's License  Bachelor's Degree  
 Commercial Driver's License  Master's Degree  
 Certifications See job description

Brief Description of Duties: See attached job description.

This position will require testing by the Fire Commission to establish a Promotional List for Battalion Chief  
The testing will require a 30-day application period and a 30-day study period once the testing date has established.

Position Begin Date: 7/1/2018

Budget Approval: [Signature]  
Director of Administrative Services

Non-Budget Approval: \_\_\_\_\_  
Director of Administrative Services

Approved: [Signature]  
Mayor

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

#### Advertising Request

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

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: Mike Kiggins

Date: 6/28/2018

Department Director Approval: Chief Dwane Pacheco

Date: 6/28/2018

Department: Animal Control

Position Requested: FT Animal Control Administrative Assistant

Replace  Add

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

This will be replacing the PT position with a FT position

Position Status:

Full-time  Part-time  Temporary  Seasonal \_\_\_\_\_ months # hours/week 40

Days  Evenings  Nights  Weekends  Various

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

Position Qualifications

- High School Grad/GED  Associates Degree  
 Driver's License  Bachelor's Degree  
 Commercial Driver's License  Master's Degree  
 Certifications \_\_\_\_\_

Brief Description of Duties: Under direction, to perform a variety of highly responsible administrative duties in support of the assigned City department; to assist in planning, organizing, and coordinating support activities, operations, and functions related to the assigned office; and to provide general information and assistance to staff and the general public. To issue animal tags and licenses; collect payments for impoundment fees, adoption fees, and animal licenses; maintain Animal Control records; enter required data into the computer; handle incoming telephone calls; and care for all animals confined at the Animal Control Shelter.

Position Begin Date: 8/1/2018

Budget Approval: [Signature]  
Director of Administrative Services

Non-Budget Approval: \_\_\_\_\_  
Director of Administrative Services

Approved: [Signature]  
Mayor

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

**Advertising Request**

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

SANTA FE SOUTHWEST GRILL  
1635 Elk Street  
Rock Springs, Wyoming 82901

June 19, 2018

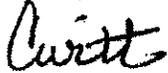
Honorable Mayor Demshar  
Rock Springs City Council Members  
Rock Springs, Wyoming 82901

Re: Letter of Transfer Catering Permit

Honorable Mayor Demshar and City Council Members,

The Santa Fe Southwest Grill respectfully requests the transfer of our Liquor License to cater at the Green River Expedition Island for Genesis' Picnic to be held from noon to 4:00 p.m. on August 25, 2018.

Thank you.



Cathy Witt  
Banquet Coordinator  
307-389-1188

check in vault

To Chief Pacheco for Review

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

Rock Springs

Permit Time: 4:30 pm - 12 am

Name of Event: Ratcliff reception

Permit Date(s): 7/21/2018 to 7/21/2018 Times of Event: 4:30 pm to 12 am

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

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

Contact Person: Jared Gault Phone: (307) 362-5427

Company Location: 11635 Elk Street City: Rock Springs State: WY Zip: 82901

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

Business Phone: (307) 362-5427 Email address: Santa

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
SHANE M PATTERSON	12/17/71	604 COBBLESTONE RD ROCK SPRINGS WY 82901	381-6132	9 yrs	40%	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
CORI CARTNER	9/11/72	3614 BRICKYARD RD ROCK SPRINGS WY 82901	381-6157	9 yrs	41%	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
MILKY PATTERSON	10/21/53	1753 WILLOW ST ROCK SPRINGS 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	8/21/57	1753 WILLOW ST ROCK SPRINGS WY 82901	381-5493	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 21 day of June 2018.

[Signature]  
Applicant Signature

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

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

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

\_\_\_\_\_  
Date

[Signature]  
Law Enforcement Review Signature

6/21/18  
Date

Comments: Security Deposit in place

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

Security Required?  Yes  No

Liquor Liability Insurance Required?  Yes  No

Santa Fe Southwest Grill

1635 Elk Street

Rock Springs, Wy 82901

June 20, 2018

To whom it may concern:

I would like to inquire about obtaining a bar catering permit for July 21<sup>st</sup> of next month for Santa Fe Southwest Grill. The event will be held at the Rock Springs city freight station for approximately 200 guests attending a wedding reception. The event is in celebration of the wedding of Storie Ratcliff and Maria Moncada. The event will have security provided by Sam Ratcliff and Pam Ratcliff who are in relation to the groom. The reception will begin at approximately 4:30 pm and will end at 12:00 am.

Thank you,



Jared Gault

Storie Ratcliff

(307) 339-2530



check in vault

To Chief Pacheco  
for Review  
W/L/S ink

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

Rock Springs

Permit Time: 4p-12a

Name of Event: Genesis Alkali Westvaco  
 Permit Date(s): 7/16/18 to 7/16/18 Times of Event: 4pm to MIDNIT  
 No. of Days Permitted: 1 Fee per day: \$75.00 Total Fee: 75<sup>00</sup>  
 Applicant: Lewis Inc D/B/A: Buddha's Liquor Catering  
 Contact Person: Wing Lew Phone: (307) 389-1309  
 Company Location: 1549 9th St City: Rock Springs State: WY Zip: 82901  
 Mailing Address: 1549 9th St City: Rock Springs State: WY Zip: 82901  
 Business Phone: (307) Email address: leingsands@yahoo.com  
 Location of Event/Sales: Bunning Hall

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

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

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

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

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

FILING AS:  Individual  Partnership  Corporation  LLC  LLP

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

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

For Corp, LLC, LLP Applicants Legal Name	Date of Birth	DO NOT LIST PO BOXES Residence Address St., City, State, Zip	Residence Phone Number	No. of yrs. in Corp. or LLC	% of Stock Held	Have you been convicted of a Felony Violation - YES or NO	Have you been convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages? YES or NO
Wing Lew	1/27/61	101 Wild Rose Ln Rock Springs WY 82901	389-1309	31	100%	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
						Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
						Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
						Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>

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

By signing this application, I acknowledge for \_\_\_\_\_ (Business Name) that all of the information provided is true and correct, and that I agree to meet the Wyoming operating conditions specified above. This application must be signed by an owner, partner, corporate 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 19th day of June 2018.

Way J. Lee  
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

6/25/18  
Date

Comments: Seems Detail in Place  
\_\_\_\_\_  
\_\_\_\_\_

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

Security Required?  Yes  No

Liquor Liability Insurance Required?  Yes  No

Kiggins Safety and Security

1913 Kennedy Ave

Rock Springs WY 82901

6/19/2018

Honorable Mayor and City Council;

I, Mike Kiggins with Kiggins Safety and Security will be providing security for Genesis Alkali Westvaco banquet/meeting at the Bunning Transfer Building on Monday, July 16<sup>th</sup>. If you have any questions, please give me a call at 371-7199.

Thank you.



Mike Kiggins



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

*Rock Springs*

Permit Time: 5pm - midnight

Name of Event: Stock Car Races  
 Permit Date(s): 07/06/2018 to 07/07/2018 Times of Event: 5pm to 12 midnight  
 No. of Days Permitted: 2 Fee per day: \$75.00 Total Fee: 150<sup>00</sup>  
 Applicant: Sweet Water Dirt Racing Alliance D/B/A: Sweetwater Speedway  
 Contact Person: Kara Beech Phone: (307) 272-3361  
 Company Location: 3320 Yellow Stone Road City: Rock Springs State: WY Zip: 82901  
 Mailing Address: 405 Wanda Hawk Dr. City: Rock Springs State: WY Zip: 82901  
 Business Phone: ( ) - - Email address: sweetwaterspeedway@gmail.com  
 Location of Event/Sales: Sweetwater Speedway

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

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

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

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

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

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

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

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

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

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

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

**VERIFICATION OF APPLICATION**

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

Dated this 25 day of June, 2018.

Kara Beach  
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

M Kesler  
Law Enforcement Review Signature

6-27-18  
Date

Comments: Security in place  
10 scanners in place available RSPD  
Server TIPS Training available RSPD

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

Security Required?  Yes  No

Liquor Liability Insurance Required?  Yes  No



405 Winterhawk Drive  
Rock Springs, WY 82901  
307-272-3361

June 25, 2018

Dear Chief Pacheco,

Security for the stock car races at the Sweetwater County Events Complex Race Track is coordinated by Mike Kiggins. We have a total of two security guards all times in the grandstand area. All security guards wear clothing that identifies them as such and have radios to communicate with each other to assist when needed. The security guards know to watch for underage drinking and any rowdy behavior.

If you have any other questions, please let me know.

Sincerely,

A handwritten signature in cursive script that reads 'Kara Beech'.

Kara Beech  
Manager/Promoter

Handwritten initials 'MB' with a horizontal line underneath.

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

*Rock Springs*

Permit Time: 5pm - midnight

Name of Event: Stock Car Races  
 Permit Date(s): 08/10/2018 to 08/11/2018 Times of Event: 5pm to 12midnight  
 No. of Days Permitted: 2 Fee per day: \$75.00 Total Fee: 150.00  
 Applicant: Sweetwater Dirt Racing Alliance D/B/A: Sweetwater Speedway  
 Contact Person: Kara Beech Phone: (307) 272-3361  
 Company Location: 3320 Yellowstone Rd City: Rock Springs State: WY Zip: 82901  
 Mailing Address: 405 Winderhook Dr. City: Rock Springs State: WY Zip: 82901  
 Business Phone: ( ) Email address: Sweetwaterspeedway@gmail.com  
 Location of Event/Sales: Sweetwater Speedway

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

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

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

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

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

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

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

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

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

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

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

**VERIFICATION OF APPLICATION**

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

Dated this 25 day of June, 2018.

Kara Beech  
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

W. Kest  
Law Enforcement Review Signature

6-27-18  
Date

Comments: Security in place  
ID Scanners available RSPD  
Server TIPS Training available RSPD

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

Security Required?  Yes  No

Liquor Liability Insurance Required?  Yes  No



405 Winterhawk Drive  
Rock Springs, WY 82901  
307-272-3361

June 25, 2018

Dear Chief Pacheco,

Security for the stock car races at the Sweetwater County Events Complex Race Track is coordinated by Mike Kiggins. We have a total of two security guards all times in the grandstand area. All security guards wear clothing that identifies them as such and have radios to communicate with each other to assist when needed. The security guards know to watch for underage drinking and any rowdy behavior.

If you have any other questions, please let me know.

Sincerely,

A handwritten signature in cursive script that reads 'Kara Beech'.

Kara Beech  
Manager/Promoter

Handwritten initials 'MB' with a horizontal line underneath.

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

*Rock Springs*

Permit Time: 5pm - midnight

Name of Event: Stock Car Races  
 Permit Date(s): 08/31/2018 to 09/01/2018 Times of Event: 5pm to 12midnight  
 No. of Days Permitted: 2 Fee per day: \$75.00 Total Fee: 150<sup>00</sup>  
 Applicant: Sweetwater Dirt Racing Alliance D/B/A: Sweetwater Speedway  
 Contact Person: Kara Beck Phone: (307) 272-3361  
 Company Location: 3320 YellowStone Road City: Rock Springs State: WY Zip: 82901  
 Mailing Address: 465 Winderbank Dr. City: Rock Springs State: WY Zip: 82901  
 Business Phone: ( ) - - Email address: SweetwaterSpeedway@gmail.com  
 Location of Event/Sales: Sweetwater Speedway

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

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

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

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

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

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

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

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

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

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

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

**VERIFICATION OF APPLICATION**

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

Dated this 29 day of June, 2018.

Kane Beck  
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

W. Kern  
Law Enforcement Review Signature

6-27-18  
Date

Comments: Security in place  
ID scanners available RSPD  
Server TIP3 training available-RSPP

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



405 Winterhawk Drive  
Rock Springs, WY 82901  
307-272-3361

June 25, 2018

Dear Chief Pacheco,

Security for the stock car races at the Sweetwater County Events Complex Race Track is coordinated by Mike Kiggins. We have a total of two security guards all times in the grandstand area. All security guards wear clothing that identifies them as such and have radios to communicate with each other to assist when needed. The security guards know to watch for underage drinking and any rowdy behavior.

If you have any other questions, please let me know.

Sincerely,

A handwritten signature in cursive script that reads "Kara Beech".

Kara Beech  
Manager/Promoter

A handwritten mark consisting of three slanted, parallel lines, possibly representing initials or a signature.

4/11/18

To Chief for Review



APPLICATION FOR 24 HR MALT BEVERAGE OR LIQUOR CATERING PERMIT

7/31 - 8/2 4pm - 12am

Permit Time: 8/3 - 8/4 12pm - 12:30am

Name of Event: Wyoming's Big Show - Sweetwater County Fair
Permit Date(s): 07/31/2018 to 08/04/2018 Times of Event: 4:00pm to 12:30 am
No. of Days Permitted: 5 Fee per day: \$75.00 Total Fee: \$375
Applicant: Sweetwater County Fairground D/B/A: Sweetwater Events Complex
Contact Person: Larry Lloyd Phone: (307) 352 - 6789
Company Location: 3320 Yellowstone Rd City: Rock Springs State: WY Zip: 82901
Mailing Address: SAA City: State: Zip:
Business Phone: (307) 352 - 6789 Email address: info@sweetwaterevents.com
Location of Event/Sales: 3320 Yellowstone Rd, Rock Springs

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 [X] NO [ ]
Qualified as a tax exempt organization under the Internal Revenue Code: YES [X] NO [ ]
And have been in continuous operation for not less than two (2) years. YES [X] NO [ ]

FILING AS: [ ] Individual [ ] Partnership [ ] Corporation [ ] LLC [ ] LLP X Government Entity

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.

Table with 8 columns: 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

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

By signing this application, I acknowledge for Sweetwater Events Complex (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 March, 2018.

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

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

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

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

\_\_\_\_\_  
Date

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

6/28/18  
\_\_\_\_\_  
Date

Comments: PLEASE SEE ATTACHMENT #1 (4 PAGES)  
- ATTACHMENT #1 INFORMATION PRESENTED TO THE FAIR BOARD 5/22/18  
AND RECOMMENDATIONS ACCEPTED.

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



March 1, 2018

City of Rock Springs  
Mr. Carl Demshar, Mayor  
212 D Street  
Rock Springs, WY 82901

Dear Mayor Demshar:

The Sweetwater County Events Complex is requesting beer permits for the following 2018 event:

- Sweetwater County Fair, held at the Sweetwater Events Complex Grounds
  - July 31 4 pm – 12:00 am
  - August 1 4 pm – 12:00 am
  - August 2 4 pm – 12:00 am
  - August 3 4 pm – 12:30 am
  - August 4 12 pm – 12:30 am

Security efforts for the Sweetwater County Fair are managed by the Events Complex. Onsite security during the week of fair will consist of approximately 36 security personnel (yellow shirts). Additionally, we work closely with the Wyoming Highway Patrol, Rock Springs Police Department and Sweetwater County Sheriff's Department to provide a law-enforcement presence during the event.

Our Alcohol Management Protocol is attached and similar to that submitted in 2017.

The permit fee of \$375 to cover the above five dates is enclosed. Your prompt consideration of this matter is appreciated. Should you have any questions about our operations or security plans, please contact me directly. We're happy to address any issues or concerns you may have.

Sincerely,



Larry Lloyd  
Executive Director

LL/emk  
c: file  
Enclosures

## **Sweetwater Events Complex – Wyoming’s Big Show Alcohol Management Protocol - Updated 6/27/18**

### **Security Services**

- Onsite private security
  - Approximately 36 security personnel from the Salt Lake City area.
  - Personnel are experienced and provide security at large events around the region.
- Law Enforcement onsite to provide a presence during the event
  - Rock Springs Police Department
  - Sweetwater County Sherriff’s Department

### **Beverage Sales Policies**

- ID Check
  - Adults typically chamber volunteers, man two ID check stations.
    - Inside the Pepsi tent on the west side.
    - Chamber volunteers will be TIPS trained.
  - Banders will follow the Best Practices defined by the Wyoming State Laws & Regulations from the TIPS website which is attached.
  - ID Scanners will be used to verify age.
    - If patrons indicate a concern with data collection via the ID scanners, volunteers will verify age by visually checking the ID.
- Wrist Bands
  - Once age is verified, a color-coded wrist band is secured to the individual. Bands are secured so they cannot be transferred.
  - Bands color coded and only valid for one night.
- Ticket Sales
  - Ticket sales take place in a different location from ID checks & wrist bands.
  - Ticket sellers ensure that individuals buying beverage tickets have already been age verified and have an appropriate colored wrist band.
  - Ticket sellers will be TIPS trained.
- Beverage Service
  - Beverage servers also verify appropriate colored wrist band prior to service.
  - Beverage servers will be TIPS trained.

### **Important Factors**

- The Sweetwater Events Complex has a staff TIPS trainer to ensure all beverage personnel are TIPS trained.
- Wyoming’s Big Show partners with the WYDOT’s Drive Sober campaign with signage specifically within the beer service area & midway check point.
- Alcohol is restricted to the area east of the exhibit hall and breezeway.
- Patrons under 21 will be restricted from sitting at any of the alcohol service areas.



<b>Alcohol Server Training Law</b>	<a href="#">Voluntary</a>
<b>Recommended Course</b>	<a href="#">Classroom</a> <a href="#">Online</a>
<b>Approved TiPS Programs</b>	<b>Classroom:</b> On Premise, Off Premise, Concessions, Gaming, and University <b>Online:</b> On Premise, Off Premise, Concessions, and Gaming
<b>Can I become a Certified TiPS Trainer?</b>	Yes. <a href="#">Browse upcoming train-the-trainer workshops.</a>
<b>State Agency</b>	<a href="#">Wyoming Liquor Division</a>
<b>Requirements</b>	N/A
<b>Certification</b>	TiPS Certification is valid for 3 years.
<b>Age to consume</b>	21
<b>Age to pour</b>	21
<b>Age to Sell</b>	21
<b>Age to Serve</b>	21, 18 in dining areas only
<b>Notes on Selling or Serving</b>	Training is voluntary by state law. Training is mandatory in Campbell County, Cheyenne County, and the cities of Gillette, Douglas, Laramie, Evanston, Torrington and Rawlins.
<b>Dram Shop Liability Laws</b>	No
<b>Acceptable Forms of ID</b>	Wyoming clerks should always check for valid ID of any person who appears under the age of 30 before selling alcohol. The following forms are acceptable as proof of age: <ul style="list-style-type: none"> <li>• Any state driver's license to include the District of Columbia, Puerto Rico, Canada and Mexico</li> <li>• A Green Card</li> <li>• A Military ID card</li> <li>• A passport</li> <li>• A Wyoming ID card; and</li> <li>• Tribal ID cards of the Eastern Shoshone and Northern Arapahoe.</li> </ul>

Attachment #1

Comments:

In years past the RSPD has requested the Sweetwater Events Complex utilize, "Best Practice" standards regarding the sale of alcohol at community events.

Re: Beverage Sales Policies

Recommendations:

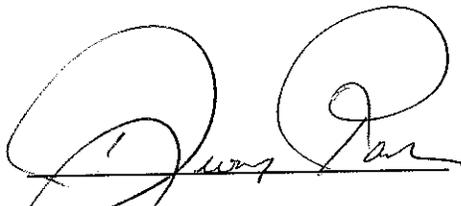
- **All** patrons who wish to be banded provide a valid ID card that is run through the ID Scanners for verification. The RSPD will provide additional ID scanners free of charge for the event.
- All volunteers must be trained on the use of the ID scanners. **A compliance check was conducted at last year's event and the volunteer disregarded the scanner and banded a 20 year old decoy.**
- "Obviously over 21," is not a best practice. The RSPD conducted compliance checks 4/28/2017, 4/29/2017 and 5/4/2017 at local establishments who serve alcohol. Forty six (46) establishments were checked and fifteen (15) sold to the underage decoy. The EUDL follow-up in September 2017 had (15) checks and (5) fails.

December 2017 had (46) checks and (15) fails and April 2018 we had (47) checks and (0) fails.

- All volunteers and servers refrain from drinking alcohol or being under the influence while checking IDs and serving alcohol
- Utilization of signage to gain compliance from fair goers
- Servers and ID volunteers attend TIPS training free of charge hosted by the RSPD at the events complex at a place and time to be determined by the Events Complex prior to August 1, 2018

Re: Important Factors

- All alcohol is restricted to the area east of the exhibit hall demarcation line on the east end of the breezeway (same consumption area as years past)
- Persons under 21 are restricted from sitting at the circular bar in the beer tent.
- Alcohol is prohibited on the breezeway, exhibit hall, and carnival areas (same prohibited areas as years past)



Law Enforcement Review Signature



*City Council Agenda*

# *Resolutions*

---

2018  
6/27/18

RESOLUTION NO. 2018 - 1010

A RESOLUTION ACKNOWLEDGING COMPLETION OF STORM SEWER, SANITARY SEWER, WATER LINE, ROAD REPAIR, CURB AND GUTTER AND SIDEWALK, WASTE WATER TREATMENT PLANT AND GATEWAY PUMP STATION IMPROVEMENT PROJECTS FINANCED WITH A PORTION OF THE PROCEEDS OF THE LEASE REVENUE BONDS, SERIES 2013, IN THE ORIGINAL AGGREGATE PRINCIPAL SUM OF FIFTY ONE MILLION EIGHTY THOUSAND DOLLARS (\$51,080,000.00), ISSUED BY THE SWEETWATER COUNTY 2013 SPECIFIC PURPOSE TAX JOINT POWERS BOARD ON OR ABOUT JULY 30, 2013.

WHEREAS, The cities of Rock Springs and Green River, the towns of Bairoil, Granger, Superior, and Wamsutter, Sweetwater County, and the Castle Rock Special Hospital District are member agencies of the Sweetwater County 2013 Specific Purpose Tax Joint Powers Board (The Joint Powers Board), a duly organized and existing body corporate and politic under the provisions of the Wyoming Joint Powers Act, Wyo. Stat. § 16-1-101 et seq., and formed pursuant to the terms of the Sweetwater County 2013 Specific Purpose Tax Joint Powers Board Joint Powers Agreement dated March 1, 2013 for the purpose of providing an efficient, orderly, and economically feasible method of planning, financing and constructing certain projects and improvements for the member agencies; and,

WHEREAS, Lease Revenue Bonds, Series 2013 in the original aggregate principal amount of Fifty One Million Eighty Thousand Dollars (\$51,080,000.00), dated July 30, 2013, were issued and delivered by the Joint Powers Board to Wells Fargo Bank, National Association as Trustee pursuant to that certain "Indenture of Trust," dated July 30, 2013, for the purpose of providing funds for storm sewer, sanitary sewer, water line, road repair, curb and gutter and sidewalk, waste water treatment plant and Gateway pump station improvement projects for the City of Rock Springs (collectively, "The Rock Springs Improvements"); and,

WHEREAS, the Joint Powers Board leased the Rock Springs Improvements to the City of Rock Springs pursuant to the Lease and Agreement dated July 30, 2013; and,

WHEREAS, Section 7.3 of the Lease and Agreement requires that the City of Rock Springs approve a resolution acknowledging that construction and acquisition of the Rock Springs Improvements are complete and deliver said resolution to the Trustee.

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

Section 1. To the best of the City's knowledge, construction and acquisition of the Rock Springs Improvements have been completed and accepted by the City of Rock Spring as Lessee, and all Costs of Construction, as defined by the Indenture of Trust, have been paid.

Section 2. Any funds being held by Wells Fargo Bank, National Association as Trustee for payment of costs of construction should be used to pay the debt on the City of Rock Springs' portion of the 2013 bonds.

Section 3. The City Clerk is hereby authorized and directed to transmit a certified copy of this resolution to the Trustee.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
President of the Council

\_\_\_\_\_  
Mayor

Attest:

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

CMS  
8/22/18

RESOLUTION NO. 2018- 107

A RESOLUTION ACCEPTING AND APPROVING A RAY LOVATO RECYCLING CENTER SERVICE AGREEMENT, AND AUTHORIZING CARL R. DEMSHAR, JR., AS MAYOR OF THE CITY OF ROCK SPRINGS, WYOMING, TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY OF ROCK SPRINGS, WYOMING.

WHEREAS, Ray Lovato Recycling Center is willing and capable of providing Recycling in the City of Rock Springs, Sweetwater County Wyoming; and,

WHEREAS, the City of Rock Springs desires to provide a Recycling service to its citizens; and,

WHEREAS, Ray Lovato Recycling Center has submitted to the City of Rock Springs a Service Agreement to provide said Recycling; and,

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

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

Section 1. That the terms and provisions of the Ray Lovato Recycling Center Service Agreement, 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 agreement on behalf of the City of Rock Springs; and that the City Clerk of said City, be and he is hereby, authorized and directed to attach to said agreement a certified copy of this resolution.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
President of the Council

\_\_\_\_\_  
Mayor

Attest:

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

**RAY LOVATO RECYCLING CENTER  
SERVICE AGREEMENT**

THIS AGREEMENT is made and entered into as of July 2018, between the Ray Lovato Recycling Center, and the City of Rock Springs, Sweetwater County, Wyoming

WHEREAS, RAY LOVATO RECYCLING CENTER is willing and capable of providing recycling services in the City of Rock Springs, Sweetwater County, Wyoming

NOW, THEREFORE, for and in consideration of mutual promises and agreement hereinafter set forth, Ray Lovato Recycling Center and the City of Rock Springs agree as follows:

**TERM:**

The term of this agreement shall be for a period of twelve (12) months, which shall start on July 1, 2018 and end June 30, 2019.

**REGULATORY COMPLIANCE:**

Rules and regulations governing service provision contracts entered into by the City include the requirement that any organization receiving public funds for the purpose of providing services shall record minutes of all its meetings. Ray Lovato Recycling Center hereby agrees to record minutes of all its meetings. Minutes shall be available for public inspection during regular business hours upon request.

**SERVICES TO BE PERFORMED BY THE CITY OF ROCK SPRINGS**

The City of Rock Springs agrees to reimburse Ray Lovato Recycling Center in an amount of \$85,000.00, for expenses incurred in providing recycling. Vouchers for reimbursement must be provided by Ray Lovato Recycling Center to the City quarterly.

**PAYMENT OF MONEY:**

The parties agree that Ray Lovato Recycling Center will prepare vouchers and submit them to the City Treasurer during the first month of each quarter for the sum of one-fourth of the total allocated amount for the fiscal year.

**SERVICE TO BE PERFORMED BY ROCK SPRINGS RECYCLING CENTER**

Ray Lovato Recycling Center agrees to provide recycling service to the residents of the City of Rock Springs, Sweetwater County, Wyoming.

Ray Lovato Recycling Center will report to the City of Rock Springs as to the progress of providing service to City of Rock Springs, Sweetwater County, Wyoming.

**MODIFICATION:**

No waiver or modification of this agreement or any covenant, condition or limitation herein contained shall be valid unless in writing and duly executed by the party against whom such covenant, condition or limitation is enforceable.

**MISCELLANEOUS:**

This contract contains the complete agreement concerning the agreement between the parties:

**RAY LOVATO RECYCLING CENTER**

By:   
Devon M Brubaker, President

Date: 6/22/2018

**CITY OF ROCK SPRINGS**

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

6/26/18

RESOLUTION NO. 2018- 108

A RESOLUTION ACCEPTING AND APPROVING AN AGREEMENT WITH WHITAKER CONSTRUCTION COMPANY, INC., IN THE AMOUNT OF \$389,769.00, AND AUTHORIZING CARL R. DEMSHAR, JR., AS MAYOR, AND MATTHEW L. MCBURNETT, AS CITY CLERK, TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY OF ROCK SPRINGS.

WHEREAS, the City of Rock Springs advertised for bids for the Bitter Creek Sewer Crossing Replacement, and the bid of Whitaker Construction Company, Inc., in the amount of \$389,769.00 was the successful bid; and,

WHEREAS, the Governing Body of said City has reviewed the proposed agreement 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 agreement to the aforesaid successful bidder.

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

Section 1. That the contract for the Biter Creek Sewer Crossing Replacement, as set forth in said agreement be, and it is hereby, awarded to Whitaker Construction Company, Inc., in the amount of \$389,769.00.

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
President of the Council

\_\_\_\_\_  
Mayor

Attest:

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

**DOCUMENT 00 52 00**  
**AGREEMENT**

THIS AGREEMENT is by and between City of Rock Springs ("Owner") and  
Whitaker Construction Co. Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

*Construction of a replacement sewer crossing Bitter Creek including construction of pipe supports, anchor blocks, casing, 15" diameter PVC sewer, and manholes. Includes both the Base and the Sheet Pile Additive Alternate.*

**ARTICLE 2 – THE PROJECT**

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: **City of Rock Springs – BITTER CREEK SEWER CROSSING REPLACEMENT.**

**ARTICLE 3 – ENGINEER**

3.01 The Project has been designed by Hansen, Allen, & Luce, Inc. (Engineer), which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Dates for Substantial Completion and Final Payment*

A. The Work will be substantially completed within 75 calendar days after receiving the notice to proceed and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before 90 calendar days from the date of notice to proceed.

#### 4.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$500.00 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500.00 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

#### ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A below:

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

#### ARTICLE 6 – PAYMENT PROCEDURES

##### 6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

##### 6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 1st day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including

but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

- a. 95% percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
  - b. 95% percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 97.5 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

#### 6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

### **ARTICLE 7 – INTEREST**

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 3 percent per annum.

### **ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS**

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
  - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing

reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."

- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## **ARTICLE 9 – CONTRACT DOCUMENTS**

### **9.01 *Contents***

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 1 to 7, inclusive).
  - 2. Performance bond (pages 1 to 3, inclusive).
  - 3. Payment bond (pages 1 to 3, inclusive).
  - 4. General Conditions (pages 1 to 65, inclusive).
  - 5. Supplementary Conditions (pages 1 to 10, inclusive).
  - 6. Specifications as listed in the table of contents of the Project Manual.

7. Drawings with each sheet bearing the following general title: **BITTER CREEK SEWER CROSSING REPLACEMENT.**
8. Addenda (numbers 1 to 6, inclusive).
9. Exhibits to this Agreement (enumerated as follows):
  - a. Contractor's Bid
  - b. Documentation submitted by Contractor prior to Notice of Award.
10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
  - a. Notice to Proceed.
  - b. Work Change Directives.
  - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

## **ARTICLE 10 – MISCELLANEOUS**

### **10.01 *Terms***

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### **10.02 *Assignment of Contract***

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### 10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### 10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

### 10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Agreement).

OWNER:

City of Rock Springs \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

City of Rock Springs \_\_\_\_\_

212 D Street \_\_\_\_\_

Rock Springs, WY 82901 \_\_\_\_\_

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

CONTRACTOR

WHITAKER CONSTRUCTION CO

By: Quinn Hamson  
QUINN HAMSON

Title: SENIOR ESTIMATOR

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: Mark White

Title: Estimator

Address for giving notices:

44 S 1050 W

BRIGHAM CITY UT 84302

License No.: 227757-5501

(Where applicable)

Agent for service of process:

MICHAEL WHITAKER  
PRESIDENT

THIS PAGE INTENTIONALLY LEFT BLANK

Wednesday, February 18, 2015

# CERTIFICATE OF CORPORATE RESOLUTION

## Whitaker Construction Company Inc.

WHEREAS, Whitaker Construction Company Inc. is an S Corporation, is required to execute certain documents, which are necessary for the prompt and efficient execution of the corporate business;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Whitaker Construction Company Inc. that:

- |                     |                   |
|---------------------|-------------------|
| 1. Richard Whitaker | 2. Mike Whitaker  |
| 3. Judd Hamson      | 4. Quinn Hamson   |
| 5. Brett Nielsen    | 6. Brent Hunziker |
| 7. Dave Putnam      |                   |

Are authorized to execute and sign on behalf of said corporation/company the following documents:

- |                  |   |
|------------------|---|
| 1. Contracts     | 2. Bonds  |
| 3. Bid Documents | 4. Change Orders  |
| 5. Claims        | 6. All other papers necessary for the conduct of the corporation's affairs and the execution of the Contract. |

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Whitaker Construction Company Inc. that:

- |                          |                           |
|--------------------------|---------------------------|
| 1. Richard Kent Whitaker | 2. Michael Scott Whitaker |
| 3. James Robert Whitaker |                           |

Are authorized to execute and sign on behalf of said corporation/company any and all papers necessary for the conduct of the corporation. Including;

- |                                |   |
|--------------------------------|---|
| 1. Bank Accounts               | 2. Loans/Notes  |
| 3. Checks (Payroll & Payables) | 4. Deposits   |
| 5. Bank Documents              | 6. All other Documents for the execution of Normal Business Practices |

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Whitaker Construction Company Inc. that:

- |                  |                  |
|------------------|------------------|
| 1. Dave Putnam   | 2. Brandie Heath |
| 3. Holly Gibbons | 4. Trevor Cefalo |

Are authorized to execute and sign on behalf of said corporation/company any and all papers necessary for:

- |  |                  |
|--|------------------|
| 1. Bank Deposits   | 2. Bank Balances |
| 3. Any and all actions necessary in the execution of Payroll, Accounts Receivable and Accounts Payable operations. EXCLUDING; signing checks or binding contracts. |                  |
| 4. Correspondence and Communicating with IRS   |                  |

The above named people are granted the authority and duties herein referenced for the discretion of the Board or until express notice of revocation has been duly given in writing, whichever is the lesser period.

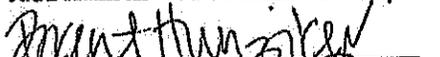
Dated and passed by the Board of Directors this 18th Day of February 2015.

### Signature of Persons Authorized to Sign

  
Dave Putnam, Secretary/Treasurer

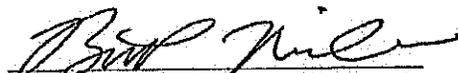
  
Mike Whitaker - President

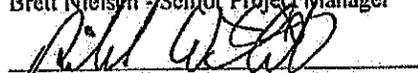
  
Judd Hamson - V.P. Business Development

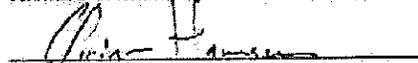
  
Brent Hunziker - Senior Division Manager

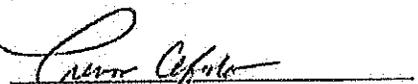
  
James Robert Whitaker, Asset Manager

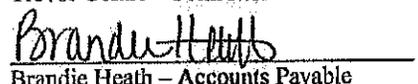
  
Holly Gibbons - Human Resource Manager

  
Brett Nielsen - Senior Project Manager

  
Richard Whitaker - Board Chairman

  
Quinn Hamson - Estimator

  
Trevor Cefalo - Controller

  
Brandie Heath - Accounts Payable



# whitaker

construction co.

44 S 1050 W Brigham City, UT 84302 PO Box 430

Phone # (435) 723-2921 Fax# (435) 723-5808

<b>To:</b> City Of Rock Springs	<b>Contact:</b>
<b>Address:</b> 212 D Street	<b>Phone:</b>
Rock Springs, WY 82901	<b>Fax:</b>
<b>Project Name:</b> Bitter Creek Sewer Crossing Replacement	<b>Bid Number:</b>
<b>Project Location:</b>	<b>Bid Date:</b>

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
<b>Base Bid</b>						
	1	Mobilization	1.00	LS	\$54,000.00	\$54,000.00
	2	Materials Testing	1.00	LS	\$4,000.00	\$4,000.00
	3	Steel Pipe Pile (10.75 Inch OD Schedule 40)	180.00	LF	\$222.00	\$39,960.00
	4	Including Pile Engineering Bitter Creek Crossing Structure, Including Supports, Anchors, Casing, And Carrier Pipe, (Sta 0+11.66 To Sta 1+26.66)	1.00	LS	\$122,500.00	\$122,500.00
	5	15" Dia. PVC Sewer In Trench	94.00	LF	\$210.00	\$19,740.00
	6	STA 0+00 5' Dia. Sewer Manhole	1.00	LS	\$6,520.00	\$6,520.00
	7	5' Dia. Sewer Manhole- Flat Lid	2.00	EACH	\$6,520.00	\$13,040.00
	8	Channel Bank Restoration	1.00	LS	\$2,980.00	\$2,980.00
	9	Revegetation	2,000.00	SY	\$11.00	\$22,000.00
	10	Remove And Dispose Of 18" Dia. Sewer	181.00	LF	\$29.00	\$5,249.00
	11	Remove And Dispose Of Existing Crossing Structure	1.00	LS	\$14,900.00	\$14,900.00
	12	Remove And Dispose Of Existing Manhole	2.00	EACH	\$1,040.00	\$2,080.00
	13	Force Account	1.00	LS	\$30,000.00	\$30,000.00
<b>Total Price for above Base Bid Items:</b>						<b>\$336,969.00</b>

**Sheet Pile Alternate**

	14	Mobilization/Demobilization For Sheet Pile	1.00	LS	\$600.00	\$600.00
	15	Sheet Pile	20.00	LF	\$2,610.00	\$52,200.00
<b>Total Price for above Sheet Pile Alternate Items:</b>						<b>\$52,800.00</b>

**Total Bid Price: \$389,769.00**

**Payment Terms:**

Net Payment, 30 days from date of invoice. A late payment finance charge of 1 1/2% per month, which is an annual rate of 18% shall be applied to any unpaid balance, commencing 30 days after date of original invoice. If collection is made by suit or otherwise, I agree to pay reasonable attorney fees. I also waive all rights under the bankruptcy act of this state.

<p><b>ACCEPTED:</b> The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p>	<p><b>CONFIRMED:</b> <b>Whitaker Construction Company</b></p> <p><b>Authorized Signature:</b> _____</p> <p><b>Estimator:</b> _____</p>
---	--

RESOLUTION NO. 2018- 109

DUIS  
6/27/18

A RESOLUTION ACCEPTING AND APPROVING A SWEETWATER COUNTY TRANSIT AUTHORITY (STAR) SERVICE AGREEMENT, AND AUTHORIZING CARL R. DEMSHAR, JR., AS MAYOR OF THE CITY OF ROCK SPRINGS, WYOMING, TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY OF ROCK SPRINGS, WYOMING.

WHEREAS, STAR is willing and capable of providing public transportation within the City of Rock Springs and Sweetwater County, Wyoming; and,

WHEREAS, the City of Rock Springs desires to provide a reliable source of public transportation to its citizens; and,

WHEREAS, STAR has submitted to the City of Rock Springs a Service Agreement to provide said public transportation; and,

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

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

Section 1. That the terms and provisions of the Sweetwater County Transit Authority Service Agreement, 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 agreement on behalf of the City of Rock Springs; and that the City Clerk of said City, be and he is hereby, authorized and directed to attach to said agreement a certified copy of this resolution.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
President of the Council

Attest:

\_\_\_\_\_  
Mayor

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

**SWEETWATER COUNTY TRANSIT AUTHORITY  
SERVICE AGREEMENT**

THIS AGREEMENT is made and entered into as of July 2018, between the Sweetwater Transit Authority Resource, hereinafter referred to as STAR, and the City of Rock Springs, Sweetwater County, Wyoming

WHEREAS, STAR is willing and capable of providing public transportation in Sweetwater County, Wyoming

NOW, THEREFORE, for and in consideration of mutual promises and agreement hereinafter set forth, STAR and the City of Rock Springs agree as follows:

**TERM:**

The term of this agreement shall be for a period of twelve (12) months, which shall start on July 1, 2018 and end June 30, 2019.

**REGULATORY COMPLIANCE:**

Rules and regulations governing service provision contracts entered into by the City include the requirement that any organization receiving public funds for the purpose of providing public transportation shall record minutes of all its meetings. STAR hereby agrees to record minutes of all its meetings. Minutes shall be available for public inspection during regular business hours upon request.

**SERVICES TO BE PERFORMED BY THE CITY OF ROCK SPRINGS**

The City of Rock Springs agrees to reimburse STAR in an amount not to exceed the City's 2018/2019 fiscal year appropriation of \$42,911.00, for expenses incurred in providing transportation. Vouchers for reimbursement must be provided by STAR to the City quarterly.

**PAYMENT OF MONEY:**

The parties agree that STAR will prepare vouchers and submit them to the City Treasurer during the first month of each quarter for the sum of one-fourth of the total allocated amount for the fiscal year.

**SERVICE TO BE PERFORMED BY STAR**

STAR agrees to provide transportation service to the residents of Sweetwater County, Wyoming.

STAR will report to the City of Rock Springs as to the progress of providing service to Sweetwater County, Wyoming.

**MODIFICATION:**

No waiver or modification of this agreement or any covenant, condition or limitation herein contained shall be valid unless in writing and duly executed by the party against whom such covenant, condition or limitation is enforceable.

**MISCELLANEOUS:**

This contract contains the complete agreement concerning the agreement between the parties:

**SWEETWATER COUNTY  
TRANSIT AUTHORITY**

By:  Date: 6/27/18  
Director

**CITY OF ROCK SPRINGS**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Mayor

QWB  
6/27/18

RESOLUTION NO. 2018- 110

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

WHEREAS, a Budget Agreement between the City of Rock Springs and Questica, a provider of budgeting software and support, to provide a complete budget software solution for the purpose of budget preparation, performance and data visualization solutions, was accepted and approved by Resolution 2018-44 on March 20, 2018; and,

WHEREAS, Questica, Inc., has presented the Governing Body of the City of Rock Springs with an agreement and quote for Implementation Services related to implementation of the Questica software in the amount of Sixteen Thousand Six hundred Fifty Dollars (\$16,650.00); and,

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

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

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

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

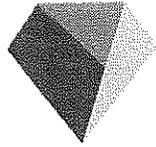
PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
President of the Council

\_\_\_\_\_  
Mayor

Attest:

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



# Budget

## Questica Budget Agreement- Implementation Services

Prepared for

City of Rock Springs, WY

by

André Aberdeen

Questica Inc.

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

February 28, 2018



**Questica**

Where brilliant begins.



# Questica

Where brilliant begins.

February 28, 2018

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

Attn: Matt McBurnett

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

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

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

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

André Aberdeen  
Account Manager  
1.877.707.7755 x503  
[aaberdeen@questica.com](mailto:aaberdeen@questica.com)

**Must be contracted by July 15, 2018 to qualify**

## Questica Budget Price Estimate- Professional Services

Quotation ID#: February 28, 2018

Must be contracted by July 15, 2018 to qualify.

### Purchase Pricing Model

Description		
Professional Services (Per Statement of Work)		
Historical Data Imports- up to 3 years	Included	
Live Training- 8 Hours	Included	
Flat File Integration	Included	
Customizations	Not Included	
Custom Reports	Not Included	
IT Services	Included	
<b>Total Professional Services (90 Total Hours) (1-Time Only):</b>		<b>\$16,650</b>
Travel expenses, if applicable	Not Applicable	
<b>Total Travel Expenses:</b>		<b>\$ -</b>
<b>Grand Total (Year 1)</b>		<b>\$16,650</b>

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

## Pricing Notes

---

**Quotation ID#: February 28, 2018**

Pricing valid through: July 15, 2018

- Above pricing in US dollars
- Terms of Payment:
  - Professional Services:
    - 50% earlier of 60 days from contract effective date or 1st login to Hosting Server\*
    - 50% earlier of 120 days from contract effective date or delivery of historical data import
- Applicable Tax Extra

### Professional Services Notes:

- Included Services:
  - Historical Data Import- Up to 3 years
  - Flat File Integration
  - Live Training- 8 Hours
  - Questica Academy/Questica Help- Unlimited Access
  - SLA Response Time- Within 8 business hours
  - Dedicated Customer Success Resource
- Remote Implementation and Training

### Special Note:

- Customizations and Custom Benefits are not included in this quotation
- Custom reports "may" be required but are not included in this quotation
  - Note: Ad Hoc reporting is not considered custom – Ad hoc reporting is included

### Other Items:

- Travel costs, if applicable will be charged back at cost (airfare, hotels, car rental, etc.) plus a \$75 per diem for food and incidentals.
  - Travel time if applicable will be billed at a rate of \$185/hr. to a max of \$500 each way.
  - We do not anticipate the need to travel to your site, unless requested.

\* Questica hosts the application and database during the implementation process. The 1<sup>st</sup> login represents the date on which the first login to the hosting database by a customer user occurs.

See Scope of Work for more information.



## Quotation General Terms and Conditions

Quotation ID: February 28, 2018

### General Terms and Information:

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

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

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

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

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

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

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

## Acceptance

---

Quote ID#: February 28, 2018

Authorized Signature: \_\_\_\_\_

Authorized Name: \_\_\_\_\_

Organization Name: \_\_\_\_\_

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

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

### QUESTICA, INC.

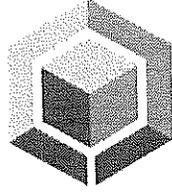
Authorized Signature:                     Allan Booth                    

Authorized Name:                     Allan Booth                    

Organization Name:                     Questica, Inc.                    

Date:                     27-June-2018                    

Must be contracted by February 28, 2018 to qualify.



# Questica

## QUESTICA LICENSE AND SERVICE AGREEMENT

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

### BACKGROUND

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If the above escalation periods have elapsed and there continues to be a dispute as to any matter herein, the matter in dispute may be resolved in a court of appropriate jurisdiction.

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

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

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

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

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

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

In the event that Licensee shall be in breach of any provisions of the Dispute Resolution / Arbitration Section outlined in this Agreement, Questica may provide notice of such breach to Licensee, who shall have thirty (30) days from the date of such notice to cure or rectify the said breach. Should Licensee fail to cure or rectify the said breach in the said thirty (30) days, Questica may terminate this Agreement. Such termination by Questica shall be in addition to and without prejudice to such rights and remedies as may be available to Questica including injunction and other equitable remedies. The provisions of Sections 1-3, 5, 8 -12, 17, 18 and 20 herein shall survive the termination of this Agreement.

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

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

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

Any notice transmitted by facsimile shall be deemed given and received on the day of its transmission if such day is a Business Day and if not, then on the next day that is a Business Day.

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

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

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

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

**17. GOVERNING LAW AND JURISDICTION.** This Agreement will be governed by the laws of the State of Wyoming and the federal laws of the United States applicable therein without regard to the conflict of law provisions thereof.

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

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

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

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

City of Rock Springs (LICENSEE)

Per \_\_\_\_\_  
Name, Title

Date \_\_\_\_\_  
I have authority to bind the organization

QUESTICA INC.

Per Allen Bert, Treasurer  
Name, Title

Date 27-June-2018  
I have authority to bind the organization

## APPENDIX A – Maintenance and Technical Support Services

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

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

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

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

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

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

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

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

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

## **END OF LICENSE AND SERVICE AGREEMENT DOCUMENT**

# Scope of Work

## Questica Budget Implementation for City of Rock Springs, WY (The Customer)

### Project Management & Consulting

Questica and The Customer agree that the implementation of Questica Budget is a shared responsibility and that neither party is in total command of all the resources necessary to achieve objectives within mutually agreed timeframes. However, both Questica and The Customer agree that they will employ their best efforts to complete their agreed tasks on a timely basis. Neither Questica nor The Customer is expected to have resources available to mitigate timeframe slippage caused by the other party, and neither shall have an obligation to do so. Delays on the part of The Customer, including putting the project on temporary hold or switching out project team members, may result in a project Change Order to cover restart, rework, rescheduling and retraining.

### Questica Project Management

Questica will assign a resource, referred to as the "project manager" or "PM", to lead this implementation on Questica's behalf. The role and responsibilities of the project manager are:

- a) Coordinating the development of the project plan in consultation with The Customer project manager and key team members.
- b) Ensuring the timely delivery of items identified as "In scope" within this SoW.
- c) Ensuring that members of The Customer staff are sufficiently educated in the Questica Budget application to understand the implications of initial design decisions.
- d) Providing The Customer with timely and detailed descriptions of the items identified as "Customer task" within this SoW.
- e) Advising The Customer of expected completion dates for items identified as "Customer task" within this SoW.
- f) Advising The Customer of the impact on the expected delivery dates of "Customer task" items when prerequisite customer tasks, such as the completion of data import templates are advanced or delayed.
- g) Tracking and communicating of issues ("issue log").
- h) Completing items identified as "In scope" within this SoW, or obtaining such resources within Questica as are required to complete these items.
- i) Monitoring the progress of the project and advising The Customer of risks to its on-time completion.
- j) Coordinating the completion and approval of change orders.

All work with the Questica project lead(s) will be carried out "off-site" and contact will be via normal telecommunication channels.

The project manager will hold no more than 1 scheduled weekly status meeting, but is available via email and telephone for ad-hoc contact as needed.

## The Customer

The Customer will assign a resource as a primary point of contact. The role and responsibilities of this resource are:

- a) Ensuring the timely delivery of items identified as "Customer task" within this SoW.
- b) Advising the Questica PM of expected delivery dates for items identified as "Customer task" within this SoW.
- c) Clearly communicating with the Questica PM.
- d) Reviewing all implementation training material in a timely manner, and/or ensuring that the relevant resources have done so.
- e) Ensuring that all Customer team members have a clear understanding of their responsibilities to the project.
- f) Certifying that change orders contain a full specification of the changes required.

The Customer will have access to training materials, such as videos, online in the Questica Academy. It is the customer's responsibility to have reviewed and understood this material in order to efficiently complete The Customer tasks in this scope of work, as detailed in "*Scope of Implementation Services*".

## Timeline

The implementation of the module(s) included in your package will take between 4 and 13 weeks, the variance primarily dictated by The Customer's schedule. A sample timeline is included as

## *Appendix A: Sample Implementation Timeline.*

The implementation services include project management and consulting for up to 20 weeks contiguous from kick-off. Should implementation project management and consulting be required beyond this period, additional time may be purchased at Questica's standard services rate.

### **Data Model/Chart of Account Structure**

For the purpose of this Scope of Work, the definition of Division, Department, Costing Centers, Project, Fund, GL Account, and Asset Type shall be that found in the Questica Budget Operating & Capital manuals. The mathematical relationships between these entities shall be those currently supported by Questica Budget and described in the Questica Budget Operating & Capital manuals. The GL Account/Account Category, Division/Department, Fund Category/Fund, and Asset Category/Asset Type structures must be consistent across all years and across the modules (Operating, Salaries, Capital and Performance) where each of these modules is in use. GL Accounts must be categorized as either a revenue or expenditure account.

Questica's flexible data model (use of user entities and configurable account structure) means that the inclusion of chart of account segments ("chart fields") other than those mentioned above can likely be accommodated but is not guaranteed.

# Scope of Implementation Services

## General

"Scope" Entry	Meaning
In scope	The task or function is within the scope of work to be undertaken by the Questica PM or Questica professional services.
Customer task	The task or function is not within the scope of work to be undertaken by Questica professional services, but will be undertaken by The Customer, with such help from Questica as is detailed in the item description.
Shared task	The task or function is within the scope of work but will be undertaken by The Customer along with the Questica PM.
Not in scope	The task or function is not within the scope of work to be undertaken by Questica professional services, nor will it be undertaken by The Customer.

## Initial Data Load

"Data import", "import workbooks", "import configuration", and "initial data load" are synonymous terms referring to the initial migration of data from The Customer's existing system(s) into Questica. The data load will utilize Questica's Excel® export/import functionality. Implementation training material will enable The Customer to do this and the Questica Project Manager is available to assist and oversee the process.

Should The Customer choose to forgo the benefit of learning the system through loading the data under the guidance of the Questica PM, then the Questica PM will perform all or any part of the data load on behalf of the client. In such cases, Questica will supply The Customer with blank workbooks which must be completed according to the defined format and structure. These workbooks cannot be imported directly into Questica, rather, they are designed to gather the data in a structure that can both be understood by The Customer AND manipulated into a format which can be imported into Questica.

The Customer will resolve any inconsistencies in the structures and data prior to providing the data to Questica for import to Questica Budget. Where import data meets these requirements, Questica will populate the Questica Budget database within 10 business days of receiving any of the import workbooks. Data returned to Questica which violates Questica Budget's data integrity rules will extend this timeframe.

## Integrations

"Integration" as used in this Scope of Work refers to the automated copying of data to and from systems external to Questica Budget.

Questica Budget has been engineered with built-in integration functionality – configuration options which allow the export of an entire approved budget into a CSV file for import into the GL system. Questica Budget can also be configured to perform scheduled imports of actual costs from a CSV file generated by your GL system. During this process transactions being copied into Questica will be imported provided that the data element can be unambiguously matched to a pre-existing record (for example costing center, fund and GL account). An exception report is provided for data elements which cannot be thus matched. The import integrations will not create accounts, or segments of the account, in the case that the account or segment does not already exist in Questica.

## Questica Budget Configuration & Shared Components

Functional Area	Description	Scope
Implementation Hosting	Questica will configure production and test versions of Questica Budget during the implementation period. These will be hosted by Questica for a period not to exceed 8 weeks from the signing hereof.	In scope
Production Hosting	<p>The Customer will provide a server operating environment as follows:</p> <ul style="list-style-type: none"> <li>• Microsoft® Windows Server®: supported versions - 2012, 2012R2 (Standard or Enterprise editions, 32 &amp; 64 bit);</li> <li>• Microsoft Internet Information Server (IIS): component of installed Windows server;</li> <li>• Microsoft SQL Server® and SSRS (SQL Server Reporting Services): supported versions - 2012, 2014, or 2016;</li> <li>• Microsoft .NET Runtime 4.6 installed.</li> </ul> <p>The Customer will provide user workstation environments as follows:</p> <ul style="list-style-type: none"> <li>• A web browser: supported browsers - Internet Explorer 10 or newer, Microsoft Edge, Safari latest release (on Mac only), Firefox latest release, Chrome latest release;</li> <li>• Microsoft .NET Runtime 4.6 installed;</li> <li>• Microsoft Excel® 2007 or newer (if spreadsheet export/import feature is required, and/or saving reports as Excel is required);</li> <li>• A ClickOnce browser extension (if self-serve report authoring is required from browsers other than Internet Explorer or Edge).</li> </ul> <p>The Customer will provide a technical contact with full security access to the operating environment as well as the authority and proficiency to assist Questica in the configuration of Questica Budget and/or to provide Questica personnel with full VPN access and permissions for the operating environment.</p>	Customer task
Questica Access To Production Server	Questica implementation & technical staff have full access to the production system for the purpose of system implementation.	In scope

### Client

The Customer will provide user workstation environments as follows:

- A web browser: supported browsers - Internet Explorer 11 or newer, Microsoft Edge, Safari latest release (on Mac only), Firefox latest release, Chrome latest release;
- Microsoft .NET Framework 4.6 installed;
- Microsoft Excel® 2007 or newer;
- A ClickOnce browser extension (*only required for self-serve report authoring from browsers other than Internet Explorer or Edge*).

Function, Feature, or Service	Description	Scope
Application Level Security	Determine how and when to use the various security levels available within Questica Budget, enter users and assign them to groups and roles. Questica will assist with this task until such time as administrators have reviewed the training in the security component of Questica Budget.	Shared task
Single Sign-On	Configure Questica Budget to use The Customer's existing Windows, Google, SAML or CAS Authentication, for user logon.  <i>* If required, but not in scope, please discuss adding this for a one-time set-up fee.</i>	Not in scope
Import Master Configuration Data	Configuration and data import of the following Questica standard data structures, using data supplied by The Customer in Excel® workbooks provided by Questica: <ul style="list-style-type: none"> <li>• Division/Department hierarchy;</li> <li>• Fund Categories and Funds;</li> <li>• Account Categories and Expense and Revenue GL Accounts.</li> </ul> <i>* The Customer is encouraged to load as much of this data as possible, in order to achieve a clearer understanding and ownership of the system data and configuration.</i>	In scope
Standard Reports	Provision of Questica Budget's standard reports. These reports are provided as-is and may not fully address The Customer's specific reporting requirements.	In scope
Administrator Authored Reporting	Questica's reporting infrastructure allows users to create ad hoc views which can be used: <ul style="list-style-type: none"> <li>• as datasets when using Report Builder 3.0 for administrator authored reporting;</li> <li>• as the data source for dashboard widgets;</li> <li>• as part of the ad-hoc analytics interface.</li> </ul> Each ad hoc view requires a base "entity" (database table), which can be one of Questica's native data entities; a user configured entity; or a custom built "report entity" which consolidates the data from multiple entities and presents it to the ad hoc view as a single entity ready to report on. Questica is provisioned with a set of useful report entities and sample ad hoc views.	Customer task

## Operating Module

Function, Feature, or Service	Description	Scope
<p><b>Configuration &amp; Initial Data Load</b></p> <p>Import Costing Centers</p>	<p>Configuration and data import of standard Questica Operating data structures, using data supplied by The Customer in Excel® workbooks provided by Questica. At a minimum, the files will contain the data necessary to:</p> <ul style="list-style-type: none"> <li>• Create Costing Centers (for each historical and current/future budget year to be loaded);</li> <li>• Add Costing Centers to Departments;</li> <li>• Associate Costing Centers with Funds;</li> <li>• Define Budget Promotion Stages.</li> </ul> <p><i>* The Customer is encouraged to load as much of this data as possible in order to achieve a clearer understanding and ownership of the system data and configuration.</i></p>	<p>In scope</p>
<p>Import Historical &amp; Existing Budgets</p>	<p>Import multiple years of Operating budget from data import workbooks (e.g. the current fiscal year's budget, last year's budget, and next year's budget):</p> <ul style="list-style-type: none"> <li>• Create dollar budget line items with GL Accounts ... at the Costing Center level.</li> </ul> <p>The budgets must be imported in year order from oldest to newest. Questica will import budget data for the number of years included in the selected package. Note that The Customer can import additional years at their discretion (there is no system restriction).</p> <p>Since only one import is in scope, if budgets change during the time that the implementation is underway then the client can update it directly within the system.</p>	<p>In scope</p>
<p><b>Integration</b></p> <p>Budget Export</p>	<p>Configuration of the built-in integration to copy the approved Operating budget from Questica Budget into a CSV file (for import into The Customer's general ledger). This built-in integration consolidates the approved budget at GL account string level (as configured) on an annual, quarterly, or monthly basis.</p> <p>Note: running the export is a user action.</p> <p><i>* If a custom integration is required (for example to accommodate dynamic mapping of data required by legacy systems or non-normalized GL Account structures; or to write the budget directly to your general ledger system) then please discuss adding this for a one-time set-up fee.</i></p>	<p>Shared task</p>
<p>Budget Amendments Export</p>	<p>Facility to transfer individual approved amendments to the Operating module budget data, from Questica Budget to The Customer's general ledger, or the other direction as required. This interface is required only in the case where amendments must be synchronized between the two systems and where the general ledger cannot be updated by re-running the full export provided in the item in the "Budget Export" item above.</p>	<p>Not in scope</p>
<p>Actuals Import</p>	<p>Configuration of the built-in integration to copy financial Actuals into</p>	<p>Shared task</p>

the Questica Operating module from a CSV file generated by The Customer's general ledger system. This built-in integration requires the CSV file to conform to some basic formatting conventions and minimally each transaction must identify the account string, transaction date, and amount. (Note: running the import can be scheduled to run nightly and/or can be run on demand.

The Customer may also choose to manually import Actuals on a regular basis using Questica's Excel export/import feature, instead of configuring an Actuals import integration.

*\* If a custom integration is required (for example to accommodate dynamic mapping of data required by legacy systems or non-normalized GL Account structures; or to read the actuals directly from your general ledger system) then please discuss adding this for a one-time set-up fee.*

Optional Features	<i>The following optional add-ins offer functionality necessary for very specific budgeting activities, as described. If "Not in scope" then these features are not part of the purchased Questica package.</i>	
Allocations Add-in	The Questica Budget Allocations add-in, to automatically transfer specific budget lines to multiple costing centers. If the Capital module is active then budget lines can also be allocated to projects.	Not in scope
Statistical Ledger Add-in	The Questica Budget Statistical Ledger add-in, to budget for non-general ledger and non-monetary values, rates and quantities (within costing centers). Also provides a convenient source of non-monetary data for the Performance Measures module.	In scope

## Salaries Module

Function, Feature, or Service	Description	Scope
Configuration & Initial Data Load	<p>The Questica Salaries module is not loaded or used for historical budgets. It will be configured only for one fiscal year which should be either:</p> <ul style="list-style-type: none"> <li>- Current fiscal year: The Customer will be able to verify the structure by "publishing" the Salaries to their current budget and making a comparison, but the position/employee data will be stale by one year and will need updating when rolling to the new budget year.</li> <li>- New budget year (first year for which a new budget is being built using Questica).</li> </ul> <p>Note that once in the system all salaries data is rolled with the Operating budget when creating a new budget year. It does not need to be reloaded from scratch each year.</p>	
Import Positions & Employees	<p>Load the lists of Employees and associated data; and Positions and their associated data (including incumbent Employee) using data supplied by The Customer in Excel® workbooks provided by Questica.</p> <p><i>*The Customer is encouraged to load as much of this data as possible in order to achieve a clearer understanding and ownership of the system data and configuration.</i></p>	In scope
Import Grades & Scales	<p>Load the list of Grades and their associated data, and any contracted pay Scales (hourly by "Step"). Data to be supplied by The Customer in Excel® workbooks provided by Questica.</p> <p><i>* The Customer is encouraged to load as much of this data as possible in order to achieve a clearer understanding and ownership of the system data and configuration.</i></p>	In scope
Configure Benefits ("Modifiers")	<p>Create "modifiers" to generate supplementary personnel costs such as benefits, allowances, payroll taxes, and insurance. Note that modifiers are not simple 2-dimensional data that can be represented in a spreadsheet. It is not possible to load modifiers in bulk from Excel® workbooks.</p> <p>The Questica system is pre-loaded with example modifiers that The Customer may find useful to use as-is, or for copying and editing to generate the supplementary personnel costs appropriate to their organization.</p> <p>The Customer will receive assistance from the Questica Project Manager to create a subset of the required modifiers which can then be copied and edited by The Customer as many times as needed to create the full required set.</p> <p><i>*While most supplementary personnel costs can be configured and auto-calculated using "modifiers", it is noted that the rules and arithmetic of certain costs cannot be modelled and either need to be manually calculated and entered by The Customer or accommodated through custom modifiers which can be added to the implementation for a one-time setup fee.</i></p>	Shared task
Import Position/Costing Center Allocations	<p>Load the "allocation" of Positions to the Costing Centers, to assign payroll costs of those Positions.</p> <p>Note that each Position may be split between multiple Costing Centers.</p> <p>Within each Costing Center, all payroll costs are consolidated to the account string level. You may also choose to configure the system</p>	In scope

Optional Features	such that it splits the costs to a more detailed level. <i>The following optional add-ins offer functionality necessary for very specific budgeting activities, as described. If "Not in scope" then these features are not part of the purchased Questica package.</i>	
Staff-Planning Add-in	The Questica Budget Staff Planning add-in, to create a staffing budget which accounts for non-productive time and full shift coverage, within Costing Centers. This add-in requires the Salaries module as well as the Operating module.	Not in scope

## Capital Module

Function, Feature, or Service	Description	Scope
Configuration & Initial Data Load		
Import Costing Centers	<p>Configuration and data import of standard Questica Capital data structures, using data supplied by The Customer in Excel® workbooks provided by Questica. At a minimum, the files will contain the data necessary to:</p> <ul style="list-style-type: none"> <li>• Create Projects (including closed projects where historical budget is to be loaded);</li> <li>• Add Projects to Departments consistent with, and shared by, the Operating budget module;</li> <li>• Define Project Promotion Stages.</li> </ul> <p>The configuration data may optionally contain data necessary to:</p> <ul style="list-style-type: none"> <li>• Define Asset Categories &amp; Asset Types;</li> <li>• Define Project Regions;</li> <li>• Define a Single Set of Project Ranking Metrics.</li> </ul> <p><i>*The Customer is encouraged to load as much of this data as possible in order to achieve a clearer understanding and ownership of the system data and configuration.</i></p>	In scope
Import Historical & Existing Budgets	<p>Import multiple years of Capital budget from data import workbooks (e.g. the current fiscal year's budget, last year's budget, and next year's budget):</p> <ul style="list-style-type: none"> <li>• Create dollar budget line items with GL Accounts ... at the Project level.</li> </ul> <p>The budgets must be imported in year order from oldest to newest. Questica will import budget data for the number of years included in the selected package. Note that The Customer can import additional years at their discretion (there is no system restriction).</p> <p>Since only one import is in scope, if budgets change during the time that the implementation is underway then the client can update it directly within the system.</p>	In scope
Integration Budget Export	<p>Configuration of the built-in integration to copy the approved Capital budget from Questica Budget into a CSV file (for import into The Customer's general ledger or project system). This built-in integration consolidates the approved budget at GL account string level (as configured) on an annual, quarterly, or monthly basis.</p> <p>Note: running the export is a user action.</p> <p><i>*If a custom integration is required (for example to accommodate dynamic mapping of data required by legacy systems or</i></p>	Shared task

Budget Amendments Export	<p><i>non-normalized account structures; or to write the budget directly to your general ledger or project system) then please discuss adding this for a one-time set-up fee.</i></p> <p><i>*To export an approved budget into an Excel file it is possible that Questica's "Ad Hoc Views" feature can be used to create such a file.</i></p>	Not in scope
Actuals Import	<p>Facility to transfer individual approved amendments to the Capital module budget data, from Questica Budget to The Customer's general ledger or project system, or in the other direction as required. This interface is required only in the case where amendments must be synchronized between the two systems and where the target system cannot be updated by re-running the full export provided in the item in the "Budget Export" item above.</p> <p>Configuration of the built-in integration to copy financial Actuals into the Questica Capital module from a CSV file generated by The Customer's general ledger system.</p> <p>This built-in integration requires the CSV file to conform to some basic formatting conventions and minimally each transaction must identify the account string (including Project Number), transaction date, and amount. (Note: running the import can be scheduled to run nightly and/or can be run on demand.)</p> <p>The Customer may also choose to manually import Actuals on a regular basis using Questica's Excel export/import feature, instead of configuring an Actuals import integration.</p> <p><i>*If a custom integration is required (for example to accommodate dynamic mapping of data required by legacy systems or non-normalized account structures; or to read the actuals directly from your general ledger system) then please discuss adding this for a one-time set-up fee.</i></p>	Shared task

## Performance Measure Module

Function, Feature, or Service	Description	Scope
<b>Configuration &amp; Initial Data Load</b>		
Measure Categories and Units	Configuration of Performance Measure Categories and Units of Measure.  <i>*The Customer is encouraged to load as much of this data as possible in order to achieve a clearer understanding and ownership of the system data and configuration.</i>	Not in scope
Measures	The Customer will receive training to determine how to enter Performance Measures into the system. Note that Measures are not simple 2-dimensional data that can be represented in a spreadsheet. It is not possible to create Measures in bulk from Excel® workbooks.	Not in scope
Scorecards	The Customer will receive training to determine how to configure Performance Measure Scorecards within the system.	Not in scope
Integration	<b>Measure Actuals Import</b>	
	Questica Budget does not feature an automated interface for importing Actuals from the many and various systems which might house data useful as Measure Actuals.  <i>*If a custom integration is required then please discuss adding this for a one-time set-up fee.</i>	Not in scope

### OpenBook

Questica's "OpenBook" cloud service is not included in this implementation. Please speak to your Questica Account Executive about the advantages of a data transparency platform.

### Training

Questica maintains a substantial set of training courseware online in the *Questica Academy*, and a well-stocked Knowledge Base. All relevant material on the Academy is available to all users during and after the implementation.

Questica's standard training model is to train the trainers and/or advanced users within the Customer's organization. Training is a blend of online courseware and "live" training via a web conference. In the case of video training the project manager will field any outstanding questions in a follow-up call. Where a specialist trainer is "In Scope" below, this might be as a follow-up to a video or presentation of the entire course. Training delivered in a webinar can be recorded and made available in the Questica Academy, to The Customer's users only.

Questica's project manager will help determine at which point in the implementation the delivery of training is most appropriate. The Customer may prefer to receive some or all training in the early stages of the implementation, in the knowledge that such training will need to be carried out using a generic training database. Alternatively, The Customer may choose to wait until the implementation is substantially complete in order to be trained on their own instance of Questica. In any case, having received train-the-trainer training, the Customer is responsible for training end users.

The following sections detail the proposed training. The project manager and The Customer will determine the final training plan. Topics may be swapped to receive more of one and less of another, provided that the total amount of training does not exceed the proposed plan.

Training Topic	Description	Scope
Implementation	A Questica Budget Implementation Guide identifies all steps involved in the implementation process. This guide is accompanied by pre-recorded training videos, job aids, etc.	Customer task
Administration	Training in Questica Budget administration is delivered via a series of training courseware, such as pre-recorded videos.	Customer task
Administrator Authored Reporting	Training in the use of ad hoc views and dashboards is delivered via pre-recorded training videos. Questica also provides instructional videos on the use of the Report Builder 3.0 report authoring tool but recommends that users make use of the many online resources to gain expertise in this tool.	Customer task
Allocations	Training in Questica Budget's Allocations feature is delivered via a pre-recorded training video.	Not in scope
Change Requests	Training in Questica Budget's Change Requests feature is delivered via a pre-recorded training video.	Customer task
Statistical Ledger	Training in Questica Budget's Statistical Ledger budgeting feature is part of the Operating training where this optional feature is in scope. It also features in Performance Measures training.	In scope
Operating Module	Training in the use of Questica Budget's Operating module. This will be delivered in one "live" training session. This session can be recorded and made available in the Questica Academy, to your users only.	In scope
Salaries	Training in the use of Questica Budget's Salaries module. This will be delivered in one "live" training session. This session can be recorded and made available in the Questica Academy, to your users only.	In scope
Capital	Training in the use of Questica Budget's Capital module. This will be delivered in one "live" training session. This session can be recorded and made available in the Questica Academy, to your users only.	In scope
Performance Measures	Training in the use of Questica Budget's Performance Measures module. This will be delivered via a pre-recorded video, and then a PM will address Customer questions and will provide assistance as needed.	Not in scope
OpenBook	Training in Questica's OpenBook module. This will be delivered via a series of pre-recorded training videos, and then a PM will address Customer questions and will provide assistance as needed.	Not in scope

## Customizations

### Custom Integrations, Business Rules (CBRs), Modifiers, User Interface

This SoW does not include the development of customizations. Customizations can be accommodated upon receipt and acceptance of a change order.

### Custom Reports, Custom Report Views and Custom Dashboards

This SoW does not include the development of custom reports or ad hoc entities. Custom reporting and dashboard requirements can be accommodated upon receipt and acceptance of a change order.

### Change Orders

Any changes to the agreed scope, including changes requested by The Customer within the warranty period, shall be the subject of a new change order and the work to be carried out thereunder shall be

separately quoted, agreed, and billed and shall not be included as part of this Scope of Work. Before Questica undertakes any customizations, including integrations with other systems, The Customer and Questica shall prepare and sign-off on the detailed specifications for the work to be performed.

A high-level estimate will be included in the specification; however, the work shall be billed on a time and materials basis at the current/relevant hourly rate. Should The Customer require a more detailed design and estimate, this can be prepared, however the investigation will be billable as the design of customizations is typically a large part of the work.

### **Warranty**

Once completed, any custom work shall be warranted by Questica in accordance with the "Technical Support Services" section of the Questica Software License Agreement.

## Appendix A: Sample Implementation Timeline

The following timelines represent an example of how an implementation of Questica's two major budgeting modules, *Operating* (with *Salaries*) and *Capital*, may unfold. If both modules are being implemented, then the Questica Project Manager will work with The Customer to determine a merged timeline to suit the situation. If the *Salaries* module is not in scope, then those activities will be skipped and the *Operating* implementation timeline can be compressed.

These sample timelines intentionally exclude Questica's *Performance* module since there are very few implementation activities involved and the impact on schedule is quite minimal. The key to a successful performance measurement program is not to wait until a full analysis has been made of every measure within every program, but instead to start measuring as soon as possible since the set of measures will mature over time and some will be discontinued as others are found to be more relevant. Where a measure relies on data in other Questica modules (for its targets or actuals), then these measures can be manually entered until that data has been created in the new system. The choice of when to start implementing is entirely up to The Customer. Questica provides training videos on the mechanics of using this module and the Questica PM (or another Questica consultant) is available to offer advice and clarify anything that is not made clear in these videos. Thereafter, creating and managing measures and scorecards is an ongoing activity.

The actual planned sequence and time allotted to each implementation task will be determined in the early part of the project. The timeline will be shared with The Customer in a OneNote file that holds all implementation information, including meeting notes and issue logs. This file will be maintained on a SharePoint web site where it is accessible on the internet.

Items in blue are owned by The Customer.

Items in green are owned by Questica.

Items in purple are shared.

### Timeline for Operating Module Implementation (with Salaries Module)

#### Week 1

- Kick-off:
  - SharePoint folder set up and shared with client.
  - Administrative information completed in project's OneNote document.
  - Client reviews process document.
  - Client reviews first round of online implementation guide(s) and training material.
  - Implementation sites (production and test) installed on Questica servers.

#### Week 2

- Status/implementation meeting:
  - Demo aspects of system as required.
  - Project timeline agreed upon.
  - COA ("account structure") understood and modelled in Questica Budget.
  - In depth review of data load methodology (use individual Questica Export/Import screens or completion of data load templates).
- Client begins gathering, or loading directly into Questica Budget, the chart of accounts data (accounts, funds, departments, etc.).

- Client begins gathering and cleaning Operating budgets.
- Client begins gathering and cleaning current (or next year's) Salaries data.
- Client begins investigation into ERP/financial system integrations:
  - Obtain sample file of "Actuals" for import into Questica.
  - Obtain specification/sample of file format for load of approved budget into ERP/financial system.

### Week 3

- Chart of account data available for import.
- Chart of accounts loaded into Questica budget by Questica or by Client.
- Operating budgets (historical and current) returned to Questica in Excel workbook.
- Client reviews second round of online implementation guide(s) and training material.

### Week 4

- Operating budget import complete.
- Review of Operating budget import for correctness started.
- Built-in Operating integrations configuration started.
- Salaries data workbook available for import or client commenced loading salaries data (Positions, Employees, Grades, & Scales).
- Client reviews third round of online implementation guide(s) and training material.
- Date(s) for training scheduled.

### Week 5

- Review of Operating budget import for correctness completed.
- Client completed data import of salaries data or Questica completed import of salaries data.
- Begin configuring salaries "modifiers" (calculations for allowances and benefits).

### Week 6

- Built-in Operating integrations configured and tested.
- Salaries modifiers configured.
- Begin review of Salaries budget for correctness.
- Operating and Salaries training.
- Begin preparation for end-user training.

### Week 7

- Review of Salaries budget for correctness completed.
- Begin end-to-end/acceptance testing.
- Begin specification and building of ad hoc reports.

### Week 8

- End-to-end/acceptance testing complete.
- End-user Training.

### Week 9

- Go-live to end users.

## Post Go-Live

- System review, respond, fix.
- Promote from implementation to production status (hand-over to Questica professional services).

## **Timeline for Capital Module Implementation**

### Week 1

- Kick-off:
  - SharePoint folder set up and shared with client.
  - Administrative information completed in project's OneNote document.
- Client reviews process document.
- Client reviews first round of online implementation guide(s) and training material.
- Implementation sites (production and test) installed on Questica servers.

### Week 2

- Status/implementation meeting:
  - Demo aspects of system as required.
  - Project timeline agreed upon.
  - COA ("account structure") understood and modelled in Questica Budget.
  - In depth review of data load methodology (use individual Questica Export/Import screens or completion of data load templates).
- Client begins gathering, or loading directly into Questica Budget, the chart of accounts data (accounts, funds, departments, asset types, etc.).
- Client begins gathering and cleaning Capital budgets.
- Client begins investigation into ERP/financial/project system integrations:
  - Obtain sample file of "Actuals" for import into Questica.
  - Obtain specification/sample of file format for load of approved budget into ERP/financial/project system.

### Week 3

- Chart of account data available for import.
- Chart of accounts loaded into Questica budget by Questica or by Client.
- Capital budgets (historical and current) returned to Questica in Excel workbook.
- Client reviews second round of online implementation guide(s) and training material.

### Week 4

- Capital budget import complete.
- Review of Capital budget import for correctness started.
- Built-in Capital integrations configuration started.
- Client reviews third round of online implementation guide(s) and training material.
- Date(s) for training scheduled.

### Week 5

- Review of Capital budget import for correctness completed.
- Built-in Capital integrations configured and tested.

Week 6

- Capital training.
- Begin preparation for end-user training.
- Begin end-to-end/acceptance testing.
- Begin specification and building of ad hoc reports.

Week 7

- End-to-end/acceptance testing complete.
- End-user Training.

Week 8

- Go-live to end users.

Post Go-Live

- System review, respond, fix.
- Promote from implementation to production status (hand-over to Questica professional services).

**End of Document**

6/14/18

RESOLUTION NO. 2018- 111

A RESOLUTION ACCEPTING AND APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ROCK SPRINGS, WYOMING, A WYOMING MUNICIPAL CORPORATION (CITY), AND FIRST BANK, A DIVISION OF GLACIER BANK, A MONTANA CORPORATION REGISTERED IN WYOMING (FIRST BANK), GRANTING A MAINTENANCE EASEMENT TO THE CITY OF ROCK SPRINGS, AND AUTHORIZING CARL R. DEMSHAR AS MAYOR OF THE CITY OF ROCK SPRINGS TO EXECUTE SAID MEMORANDUM OF AGREEMENT ON BEHALF OF SAID CITY.

WHEREAS, the City and First Bank are the owners of adjacent parcels of real property located within the newly approved North Side State Bank Commercial Subdivision of the City of Rock Springs, County of Sweetwater, State of Wyoming; and,

WHEREAS, there is a retaining wall bordering said parcels of real property, with the retaining wall being primarily located on the parcel owned by First Bank; and,

WHEREAS, the retaining wall consists of the remains of a demolished building and a new retaining wall constructed by the City; and,

WHEREAS, ongoing maintenance and repair of the retaining wall is necessary to ensure the continued geological and structural integrity of the two parking lots; and,

WHEREAS, the Governing Body of the City of Rock Springs finds that it is on the best interest of the City that it continue to maintain said wall for said purpose.

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

Section 1. That the Memorandum of Understanding with First Bank, attached hereto and by this reference specifically made a part hereof, 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 Memorandum of Understanding on behalf of the City of Rock Springs; and that the City Clerk of said City be, and he is hereby, authorized and directed to attach to said Memorandum of Understanding certified copies of this resolution.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
President of the Council

\_\_\_\_\_  
Mayor

Attest:

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

MEMORANDUM OF UNDERSTANDING

MEMORANDUM MADE this \_\_\_\_ day of \_\_\_\_\_, 2018 by and between the City of Rock Springs, Wyoming, a duly formed Wyoming Municipal Corporation (hereinafter "City") whose address is 212 D Street, Rock Springs, Wyoming 82901, and First Bank, a Division of Glacier Bank, a Montana Corporation registered in Wyoming (hereinafter "First Bank") whose address is 49 Commons Loop, Kalispell, Montana 59901.

RECITALS

WHEREAS, the City and First Bank are the owners of adjacent parcels of real property located within the North Side State Bank Commercial Subdivision of the City of Rock Springs, County of Sweetwater, State of Wyoming; and,

WHEREAS, there exists a retaining wall bordering said parcels of real property, with the retaining wall being primarily located on the parcel owned by First Bank, which has been legally described as Lot 5 of Block 10 of the North Addition in Rock Springs, Sweetwater County, Wyoming and which is a part of new Lot Numbered One (1) of the North Side State Bank Commercial subdivision;

WHEREAS, the retaining wall consists of the remains of a demolished building and a new retaining wall constructed by the City; and,

WHEREAS, ongoing maintenance and repair of said retaining wall is necessary to ensure the continued geological and structural integrity of the parking lot located on the parcel owned by First Bank.

NOW, THEREFORE, IN EXCHANGE FOR MUTUAL CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HEREBY STIPULATE AND AGREE AS FOLLOWS:

1. The City hereby acknowledges and accepts the Public Parking and Retaining Wall Easement granted to it by virtue of the Final Plat of the North Side State Bank Commercial Subdivision, filed on or about the \_\_\_\_ day of \_\_\_\_\_, 2018.
2. The City agrees to perpetually maintain and repair said retaining wall until such time as First Bank notifies the City that said maintenance and repair is no longer necessary or desired.
3. It is the intention of the parties that this covenant to maintain and repair the retaining wall located on Lot 5 of Block 10 of the North Addition in Rock Springs shall run with the land.
4. First Bank agrees to allow the City reasonable ingress and egress upon its property as is shall be necessary to fulfill the terms of this Memorandum of Understanding.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

ATTEST:

CITY OF ROCK SPRINGS,

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

By:

\_\_\_\_\_  
Mayor

ATTEST:

FIRST BANK, A DIVISION OF GLACIER  
BANK,

\_\_\_\_\_  
Secretary

By:

\_\_\_\_\_  
President

RESOLUTION 2018- 112

A RESOLUTION APPROVING AND ACCEPTING THE FINAL PLAT FOR COMMUNITY CENTER SUBDIVISION, A RESUBDIVISION OF LOTS 1 THROUGH 8 OF BLOCK 5, AND LOTS 7 & 8 OF BLOCK 10, AND PORTIONS OF THE PLATTED BITTER CREEK CHANNEL, ALL IN THE NORTH ADDITION TO THE CITY OF ROCK SPRINGS, LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF ROCK SPRINGS, SWEETWATER COUNTY, WYOMING, SUBMITTED BY THE GOVERNING BODY OF THE CITY OF ROCK SPRINGS, AND COVERING A 1.076 ACRE TRACT LOCATED IN SECTION 26, TOWNSHIP 19 NORTH, RANGE 105 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ROCK SPRINGS, SWEETWATER COUNTY, WYOMING.

WHEREAS, after proper review before the Planning and Zoning Commission of the City of Rock Springs, Wyoming, on June 13, 2018, it was resolved that said Commission recommend to the Governing Body of the City of Rock Springs that the Final Plat of Community Center Subdivision, a resubdivision of lots within the corporate limits of the City of Rock Springs, Sweetwater County, Wyoming, submitted by the Governing Body of the City of Rock Springs and covering a 1.076 acre tract of land located in Section 26, Township 19 North, Range 105 West of the Sixth Principal Meridian, Rock Springs, Sweetwater County, Wyoming be approved by the Governing Body of the City; and,

WHEREAS, after due and proper review held on July 3, 2018, the Governing Body of the City of Rock Springs has accepted and approved said resolution of the Rock Springs Planning and Zoning Commission and has elected to approve and accept said Final Plat as a subdivision in 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. That the Final Plat of Community Center Subdivision be, and the same is hereby, approved and accepted as a Final Plat.

Section 2. That the following described parcel of ground comprising Community Center Subdivision, and the same is hereby accepted as a subdivision in the City of Rock Springs, said subdivision to be known as Community Center Subdivision.

A tract of land situate in the Southwest Quarter of the Southeast Quarter of Section 26 and the Northwest Quarter of the Northeast Quarter of Section 35 (SWSE26 & NWNW35), Resurvey Township 19 North, Range 105 West, Sixth Principal Meridian, Sweetwater County, Wyoming and comprising Lots 1 through 8 - Block 5 in the North Addition to the City of Rock Springs, the official plat thereof being of record on Page 37 in the book of plats in the Office of the Sweetwater County Clerk, Lots 6 and 7 - Block 10 in said North Addition, and portions of the former Bitter Creek channel as platted therein, said tract being more particularly described as follows:

Beginning at the most easterly corner of Block 5 in said North Addition, from whence the South Quarter Corner of said Section 26 bears S79°49'00"W, a distance of 1061.15 feet;

Thence on the northeasterly boundary of said Block 5 - N 57° 48' 00" W for a distance of 155.95 feet to the most northerly corner thereof;

Thence on the northwesterly boundary of said Block 5 - S 32° 12' 00" W for a distance of 70.00 feet;

Thence continuing on the northwesterly boundary of said Block 5 - S 77° 12' 00" W for a distance of 103.00 feet to the most westerly corner thereof;

10/18  
6/28/18

Thence on the southwesterly boundary of said Block 5 and on the southwesterly boundaries of the three (3) parcels of land formerly conveyed to the City of Rock Springs by those deeds of record in said office in Book 680 on Page 638, Book 668 on Page 33, and Book 826 on Page 1332 - S 22° 48' 00" E for a distance of 167.91 feet;

Thence on the southwesterly boundaries of two (2) parcels of land formerly conveyed to the City of Rock Springs by those deeds of record in said office in Book 819 on Page 1221 and in Book 819 on Page 1221, and on the southwesterly boundary of Block 10 of said North Addition - S 33° 24' 48" E (Record: S 33° 13' E) for a distance of 109.11 feet to the most southerly corner of said Lot 6 - Block 10;

Thence on the southeasterly boundary of said Lot 6 - Block 10 and along the southeasterly boundary of a parcel of land conveyed to the City of Rock Springs by that deed of record in said office in Book 1066 on Page 1756 - N 56° 52' 55" E (Record: N 56° 47' E) for a distance of 148.57 feet to the most easterly corner of said City of Rock Springs parcel (1066/1756);

Thence on the northeasterly boundary of said City of Rock Springs parcel (1066/1756) and on the northeasterly boundary of a parcel of land conveyed to the City of Rock Springs by that deed of record in said office in Book 1125 on Page 289 - N 75° 57' 02"W (Record: N 76° 03' W) for a distance of 65.05 feet to the most northerly corner of said City of Rock Springs parcel (1125/289);

Thence N 20° 06' 48" E for a distance of 39.93 feet to the most southerly corner of a parcel of land conveyed to the City of Rock Springs by that deed of record in said office in Book 652 on Page 393;

Thence on the southeasterly boundary of said City of Rock Springs parcel (652/393) and on the southeasterly boundary of Block 5 of said North Addition - N 32° 12' 00" E for a distance of 130.42 feet to the Point of Beginning.

Said parcel contains an area of 46,862.2 SqFt or 1.076 Acres, more or less.

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

Section 3. It is ordered that the City Engineer shall forthwith note on the Zoning Map that the aforescribed 1.076 acre tract has been accepted as a subdivision in the City of Rock Springs, said subdivision to be known as Community Center Subdivision.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
President of the Council

\_\_\_\_\_  
Mayor

Attest:

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



## Planning & Zoning Commission Staff Report

**Project Name:** Community Center Subdivision Final Plat  
**Project Number:** PZ-18-00066  
**Report Date:** June 4, 2018  
**Meeting Date:** June 13, 2018

Applicant

City of Rock Springs

Property Owners

City of Rock Springs

Surveyor

Kent Felderman  
Rocky Mountain Survey  
503 5<sup>th</sup> Street  
Rock Springs, WY 82901

Project Location

Pilot Butte Ave, K St, Euclid Ave, Noble Dr

Existing Zoning

B-3 (Central Business District)

Property Owner Notification

Mailed to owners within 200'

Ordinance References

§16-1 to 16-9

Staff Representative

Steve Horton AICP City Planner

Attachments

- Application
- Public Notice
- Utility Review Comments
- Adjacent Property Notice / Owners

Request

Request for Final Plat approval for Community Center Subdivision. This is a resubdivision of portions of North Addition to the City of Rock Springs. This includes Lot 1 through 8 of Block 5, Lots 7 & 8 of Block 10, and portions of the Platted Bitter Creek Channel.

Background

This Community Center Subdivision is concerning the underlying lots upon which the Senior Citizens Center was constructed. At the time the Senior Citizens Center was constructed, it was not deemed necessary to consolidate the underlying lots.

The City of Rock Springs is now in the process of selling the Senior Citizens Center and this plat is necessary to accomplish the sell.

This Community Center Subdivision accomplishes the following:

1. Several underlying lots from the North Addition Subdivision along with the platted Bitter Creek Channel are re-subdivided by this Community Center Subdivision. This includes. This includes Lot 1 through 8 of Block 5; Lots 7 & 8 of Block 10; and portions of the Platted Bitter Creek Channel.
2. Portions of the lots will be dedicated to the Pilot Butte Avenue street right-of-way which totals 4,769 square feet.
3. The Senior Citizens Center building is located on Lot 1
4. Tracts "A" and "B" contains parking lots, and designated as Tracks they cannot be used as building lots.

There will be no installation of utilities or public improvements with this subdivision

Size and Legal Description

Legal Description – Community Center Subdivision

A tract of land situate in the Southwest Quarter of the Southeast Quarter of Section 26 and the Northwest Quarter of the Northeast Quarter of Section 35 (SWSE26 & NWNW35), Resurvey Township 19 North, Range 105 West, Sixth Principal Meridian, Sweetwater County, Wyoming and comprising Lots 1 through 8 - Block 5 in the North Addition to the City of Rock Springs, the official plat thereof being of record on Page 37 in the book of plats in the Office of the Sweetwater County Clerk, Lots 6 and 7 - Block 10 in said North Addition, and portions of the former Bitter Creek channel as platted therein, said tract being more particularly described as follows:

Beginning at the most easterly corner of Block 5 in said North Addition, from whence the South Quarter Corner of said Section 26 bears S79°49'00"W, a distance of 1061.15 feet;

Thence on the northeasterly boundary of said Block 5 - N 57° 48' 00" W for a distance of 155.95 feet to the most northerly corner thereof;

**Project Name:**

**Community Center Subdivision**

Thence on the northwesterly boundary of said Block 5 - S 32° 12' 00" W for a distance of 70.00 feet;

Thence continuing on the northwesterly boundary of said Block 5 - S 77° 12' 00" W for a distance of 103.00 feet to the most westerly corner thereof;

Thence on the southwesterly boundary of said Block 5 and on the southwesterly boundaries of the three (3) parcels of land formerly conveyed to the City of Rock Springs by those deeds of record in said office in Book 680 on Page 638, Book 668 on Page 33, and Book 826 on Page 1332 - S 22° 48' 00" E for a distance of 167.91 feet;

Thence on the southwesterly boundaries of two (2) parcels of land formerly conveyed to the City of Rock Springs by those deeds of record in said office in Book 819 on Page 1221 and in Book 819 on Page 1221, and on the southwesterly boundary of Block 10 of said North Addition - S 33° 24' 48" E (Record: S 33° 13' E) for a distance of 109.11 feet to the most southerly corner of said Lot 6 - Block 10;

Thence on the southeasterly boundary of said Lot 6 - Block 10 and along the southeasterly boundary of a parcel of land conveyed to the City of Rock Springs by that deed of record in said office in Book 1066 on Page 1756 - N 56° 52' 55" E (Record: N 56° 47' E) for a distance of 148.57 feet to the most easterly corner of said City of Rock Springs parcel (1066/1756);

Thence on the northeasterly boundary of said City of Rock Springs parcel (1066/1756) and on the northeasterly boundary of a parcel of land conveyed to the City of Rock Springs by that deed of record in said office in Book 1125 on Page 289 - N 75° 57' 02"W (Record: N 76° 03' W) for a distance of 65.05 feet to the most northerly corner of said City of Rock Springs parcel (1125/289);

Thence N 20° 06' 48" E for a distance of 39.93 feet to the most southerly corner of a parcel of land conveyed to the City of Rock Springs by that deed of record in said office in Book 652 on Page 393;

Thence on the southeasterly boundary of said City of Rock Springs parcel (652/393) and on the southeasterly boundary of Block 5 of said North Addition - N 32° 12' 00" E for a distance of 130.42 feet to the Point of Beginning.

Said parcel contains an area of 46,862.2 SqFt or 1.076 Acres, more or less.

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



Community  
Center  
Subdivision

**Number of Lots:** 1

**Number of Tracks:** 2

**Lot Size:** 20, 366 sq. ft

**New Public Street Dedication:** 4,769 sq ft

**Surrounding Land Use and Zoning**

North – B-3 (Central Business)

South – B-3 (Central Business)

West - B-3 (Central Business)

East - B-3 (Central Business)

**Property Owner Notification**

Property owner notices were mailed to property owners located within 200 feet of the boundaries of the proposed subdivision.

**Utility Review Committee Comments**

The Utility Review Committee comments are attached.

**Staff Recommendation**

Staff Recommendation is for approval with an easement added to the plat for a storm sewer crossing the property. It was moved by Commissioner Sheehan and seconded by Commissioner Shaw to recommend approval subject to Staff Recommendation. Motion carried unanimously.





2018
CITY OF ROCK SPRINGS
FINAL PLAT
APPLICATION

Planning & Zoning Division
212 D Street
Rock Springs WY 82901
307.352.1540 (phone)
307.352.1545 (fax)

Staff Use Only:

Date Received 4-16-2018 File Number: PZ-18-00066
Payment Information:
Amount Received: \$ Received by: Steve Horton
Cash or Check Number: Receipt Number:
Date Certified as Complete Application: 4-18-18 By: Steve Horton

A. SUBDIVISION NAME AND PHASE: (Complete a separate application for each phase):

Community Center Subdivision

B. CONTACT INFORMATION:

NOTE: The City of Rock Springs will only send correspondence to the names and mailing addresses provided on this application. Attach a separate sheet if necessary.

Petitioner Information:
Petitioner Name: City of Rock Springs
Company Name:
Street Address: 212 D Street
City: Rock Springs State: WY Zip Code: 82901
Email Address: rswy.net
Phone Number: Fax Number:
(including area code) (including area code)

Property Owner Information:
Name: City of Rock Springs
Company Name:
Street Address: 212 D Street
City: Rock Springs State: WY Zip Code: 82901
Email Address: rswy.net
Phone Number: Fax Number:
(including area code) (including area code)

Engineer / Surveyor Information:
Name: Kent Felderman
Company Name: Rocky Mountain Survey
Street Address: 503 5th Street
City: Rock Springs State: WY Zip Code: 82901
Email Address: kentf@rmsurvey.com
Phone Number: 371-3195 Fax Number:
(including area code) (including area code)

**C. PLEASE ANSWER THE FOLLOWING ON THE SPACE PROVIDED (if applicable):**

1. Acreage of property: 1.076
2. Present zoning of property (if multiple zoning districts are included in the proposed subdivision, provide the acreage of each zoning district and show the zoning boundary): B-3
3. Number of lots in the subdivision: 1 Lot, 2 Tracks

**D. INSTRUCTIONS FOR FILING / SUBMITTAL CHECKLIST:**

This checklist must be completed and submitted as part of the Final Plat Application. All items as listed within this checklist shall be submitted with the application and/or shown on the Final Plat or supporting documentation. Items that need to appear on the plat are listed under "Plat Items". Any missing information shall constitute an INCOMPLETE application. INCOMPLETE applications will be returned and will NOT be reviewed by the City of Rock Springs until a COMPLETE application is submitted.

- Final Plat Application (including checklist) completed and signed. NOTE: It is mandatory that the property owner of record sign the application. Applications missing the property owner of record's signature shall be deemed as incomplete.
- N/A*  Final Plat Filing Fee. (\$200.00 plus \$20.00 for each lot in excess of ten (10) lots up to a maximum fee of \$1,000.00)
- 20 full size copies of the Final Plat and all supporting documentation. In addition to the 20 full size copies, one reduced copy no larger than 11" x 17" must also be submitted.
- 1 - PDF scanned at full-size of Final Plat drawing (submitted electronically to city\_planner@rswy.net)
- Legal description for the property included in the Final Plat. The legal description shall be provided electronically in Word format or emailed to city\_planner@rswy.net. The Legal Description shall appear on the Final Plat and shall also be submitted on a separate sheet.
- The Final Plat and required supporting material shall conform to the design and engineering standards set forth in the Subdivision Ordinance and to any conditions of approval specified by the Planning and Zoning Commission and the City Council.
- The Final Plat shall conform to the Preliminary Plat.

**E. FINAL PLAT ITEMS:**

- The Final Plat shall be prepared and certified to its accuracy by a registered land surveyor licensed in the State of Wyoming.
- In addition to the required copies listed above, the mylar of the Final Plat must be submitted to the Planning Department as part of the application submittal.
- The Final Plat shall be clearly and legibly drawn in black, waterproof India Ink upon tracing linen, mylar of .004 inch in thickness (minimum) or some similar stable base material.
- Required affidavits, certificates and acknowledgements shall be legibly printed on the Plat in opaque ink.
- Sheet size of all Final Plats shall be 24" high by 36" wide.
- Information on the Plat shall be so positioned that a 1 1/2" margin remains on the left side and a 1/2" margin is left on the three remaining sides.

- Prepared at a scale of 1" = 100' or larger for subdivision where the majority of lots are less than five (5) acres in size. The scale may be reduced to 1" = 200' for subdivision in which the minimum lot size is five (5) acres or more.
- Each sheet of the Final Plat shall be numbered and the total number of sheets comprising the plat shall be stated on each sheet (for example: Sheet 2 of 4). The relationship of one sheet to the other shall be shown by key maps and by match lines.
- Final platting may be accomplished in stages covering reasonable portions of the area of an approved Preliminary Plat. When this is done, each sheet of the Final Plat shall contain a vicinity map showing the location of the portion being submitted in relationship to the area for which the Preliminary Plat was submitted. All Final Plats so submitted shall be of the same scale, shall have identical titles, legends and other information, and shall have match lines so that mosaics of the entire subdivision can be developed. Each stage of the subdivision shall be as nearly self-sustaining and complete as possible and shall itself, or in conjunction with previous stages, meet the design standards set forth in these regulations so that if development is interrupted or discontinued after one or more stages is completed, a viable development will result. The subdivision shall be constructed in the order in which phases are numbered. Altering phasing of the subdivision shall require re-submittal and approval of a new Preliminary Plat.
- The submitted Final Plat shall contain the notarized signatures of the owner or owners, mortgagees, or others with an equitable or legal interest in the land of whatever nature and the signature of the registered land surveyor. In addition, the mortgagees, if any, shall provide the City with a letter confirming that they are aware of the subdivision and concur with the subdivision filing.
- The name of the subdivision at the top center of each sheet.
- General location of the subdivision by section, township, range, county, and state, entered under the name of the subdivision.
- Date, scale and north arrow.
- Boundary lines of the subdivision in a heavy solid line.
- Legal description of the subdivision boundary based on an accurate traverse, giving bearing and linear dimensions that result in a maximum allowable error of closure on one (1) part in ten thousand (10,000).
- The location and description of the point of beginning and its proper reference to the monumented boundary survey.
- Location and description of all monuments.
- Bearings, distances, and curve data of all perimeter boundary lines indicated outside of the boundary lines.
- On curved boundaries and on all curves within the Plat, sufficient data to allow the reestablishment of the curves on the ground.
- The location and layout of lots, blocks, tracts, streets, alleys, easements, and other public grounds within and immediately adjoining the Plat, with accurate dimensions in feet and one-hundredths of feet (1/100), bearings, curve data, length of radii and/or arcs of all curves.
- Drainage easements and drainage detention areas, clearly labeled as such and a note indicating the ownership and maintenance responsibility of the drainage easements and drainage detention areas.
- The names of all streets.
- All lots logically and consecutively numbered in the center of the lot.
- All dimensions shown on irregularly shaped lots.

- Parcels completely or partially surrounded by the area being subdivided shall be clearly marked "EXCEPTED," and the common boundary with the subdivision shown in a heavy solid line with bearings and distances.
- A notation of the total acreage of the subdivision, the total number of lots, and a breakdown of total acreage for street right-of-ways, parkland, open space, drainage detention or other public areas.
- A notarized certificate by all parties having any titled interest in or lien upon the land, consenting to the recording of the plat and dedicating public ways, grounds, and easements. All signatures shall be in permanent, black ink. Certification shall read as stated in Section 16-503.(F).17. of the Rock Springs Subdivision Ordinance.
- Certificate of a registered land surveyor as stated in Section 16-503.(F).18. of the Rock Springs Subdivision Ordinance.
- Certificate of review of the Department of Engineering and Operations as stated in Section 16-503.(F).19. of the Rock Springs Subdivision Ordinance.
- Certificate of approval by the City of Rock Springs Planning and Zoning Commission as stated in Section 16-503.(F).20. of the Rock Springs Subdivision Ordinance.
- Certificate of acceptance and approval by the City Council of the City of Rock Springs as stated in Section 16-503.(F).21. of the Rock Springs Subdivision Ordinance.
- Certificate for recording by the County Clerk and Recorder as stated in Section 16-503.(F).22. of the Rock Springs Subdivision Ordinance.
- When the plat of a subdivision or resubdivision intends to vacate an existing easement, the location of the easement shall be shown on the plat with a notation that it is being vacated by the plat.
- In the case of a resubdivision of an existing subdivision or portion of a subdivision, a declaration statement as stated in Section 16-503.(F).23. of the Rock Springs Subdivision Ordinance shall appear above the Mayor's signature or below the title.
- Drainage Easement Statement – In a subdivision that has drainage easements, the following statement shall appear on the plat: "Maintenance and upkeep of drainage easements will be the responsibility of the individual lot owner. Fences, walls or footings that would impede drainage flows within those drainage easements and regrading of drainage easements shall not be permitted."
- Floodplain - If a subdivision lies within a one hundred (100) year floodplain, the following statement shall appear on the face of the final plat and all contracts and agreements relating to the subdivision: "THIS SUBDIVISION IS (OR THE FOLLOWING LOTS ARE) LOCATED IN THE ONE HUNDRED YEAR FLOOD PLAIN AS DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY."
- Mined Areas - If a subdivision lies over a known mined area, the following statement shall appear on the face of the final plat and all contracts and agreements relating to the subdivision: "THIS SUBDIVISION IS (OR THE FOLLOWING LOTS ARE) LOCATED OVER KNOWN MINED AREAS."

**F. FINAL PLAT SUPPORTING DOCUMENTATION TO BE SUBMITTED WITH APPLICATION:**

- N/A*  Four (4) copies of the Drainage Report meeting the criteria as specified in Section 16-503.G.(2) of the Rock Springs Subdivision Ordinance.
- N/A*  Four (4) copies of the Soils Report meeting the criteria as specified in Section 16-503.G.(3) of the Rock Springs Subdivision Ordinance.
- N/A*  Four (4) copies of the Grading, Drainage and Development Plan meeting the criteria as specified in Section 16-503.G.(4) of the Rock Springs Subdivision Ordinance.
- N/A*  Six (6) copies of the Construction Plans and Details meeting the criteria as specified in Section 16-503.G.(5) of the Rock Springs Subdivision Ordinance.
- N/A*  Dust Control Plan - A dust control plan must be submitted to the City Engineer for approval before any construction begins.
- Title Opinion - Evidence satisfactory to the City must be submitted showing all taxes and assessments due on the property to be subdivided have been paid in full, showing title or control of the property to be subdivided and showing the property to be subdivided as free and clear of any liens. An attorney's title opinion or ownership and encumbrance report from a land title company shall be considered satisfactory evidence. Such an opinion or report shall also note any reservation for mineral rights and the existence of any mineral or oil and gas leases.
- Deeds - When required by the City, assurance that a warranty deed or other acceptable instrument conveying to the city or other appropriate public agency any public lands other than streets, alleys or easements shown on the Final Plat and title insurance if required by the City on the subject parcel, shall be presented to the City upon approval of the Final Plat. The method of assurance will be approved by the City Attorney.
- N/A*  Fees in Lieu of Park Land - Payment of any fees in lieu of public land dedication or any initial payment and a payment schedule keyed to subdivision development.
- Recording Fee - \$75.00 in the form of a check made out to Sweetwater County.
- N/A*  Financial Guarantee - A contractor's performance bond, an irrevocable letter of credit, funds in escrow or other appropriate commitment to guarantee the complete and timely development of any facilities or improvements which are the subdivider's responsibility. The bond shall be in an amount of 125% of the Engineer's Cost Estimate, as approved by the City Engineer. The Engineer's Cost Estimate shall be submitted as part of the Final Plat submittal.
- N/A*  Easements: If the subdivider proposes to utilize adjoining property for water lines, drainage, sewer lines, power lines, or other utilities, the subdivider shall provide copies of the recorded binding easements of not less than twenty (20) feet in width for the proposed facilities from each property owner over whose land such services shall extend. The Final plat shall show the Book and Page number as recorded in the Office of the County Clerk and Recorder for all recorded easements.

## G. FINAL PLAT REVIEW PROCEDURE:

- ❖ Within three (3) working days of submittal, the Planning Department shall review the application for conformance with the Final Plat submittal requirements. If the application does not conform to the submittal requirements, the application will be deemed as incomplete, the subdivider will be notified and the application will be returned.
- ❖ Agency Review – After it is determined that a complete Final Plat submittal has been made, the Planning Department shall refer material to appropriate agencies for review and comment (a utility review meeting will be held).
- ❖ At least seven (7) days prior to the Planning and Zoning Commission at which the plat is to be considered, the Planning Department shall notify the owners of subdivided and unplatted land within 200 feet of the boundaries of the proposed subdivision of the time and date of the meeting.
- ❖ The Planning and Zoning Commission shall review the Final Plat in a public meeting. In reviewing the Final Plat, the Commission shall consider oral or written statements from the applicant, the public, City staff, and the Commission. The Commission may recommend approval, conditional approval, disapproval or may table the Final Plat.
- ❖ Approval of the Final Plat by the Planning and Zoning Commission shall remain effective for 12 calendar months. A Final Plat which has not received approval of the City Council within 12 calendar months following Planning and Zoning Commission approval shall be subject to the requirements of Section 16-502 (Preliminary Plat). The subdivider may apply in writing for, and the Commission may, for cause shown, grant a six month extension to the 12 month period.
- ❖ Upon being notified of the comments and any necessary approvals of reviewing agencies, the Planning Department shall forward the Final Plat, comments and approvals of reviewing agencies, pertinent supporting materials, and the recommendations of the Planning Commission to the City Council. **Incomplete Final Plats for which necessary approvals have not been secured shall not be forwarded to Council for action.**
- ❖ City Council Action - The City Council shall either approve the Final Plat or disapprove the Final Plat and notify the subdivider of the conditions to be met to gain approval. If a disapproved Final Plat is modified and resubmitted to the City Council at a later date for their consideration, the Council may require the concurrent submittal of an updated ownership and encumbrance report or title opinion.
- ❖ Filing With County Clerk - Upon approval by the City Council of the Final Plat, the subdivider shall submit payment for the recording fee to the Planning Department within sixty (60) days after approval of the Final Plat by the City Council. The Planning Department shall transmit the subdivider's recording fee and the duly approved and executed Final Plat to the County Clerk and Recorder for the filing of the Final Plat among the official records of the County.
- ❖ Alternate Approval Procedure - As an alternate procedure and at the request of the subdivider, the City Council may approve a Final Plat and instruct the Planning Department to withhold the approved Final Plat from recording for a period of time to allow the subdivider to install all of the required public improvements according to the plans and specifications approved by the City Engineer. (NOTE: Since the plat will not be recorded, lots cannot be sold). This procedure, when approved by the Council, shall be in lieu of the guarantees for installation or improvements as set forth in Section 16-503 (G),9. of the Subdivision Ordinance. NOTE: If decided to petition the City Council to accept the "Alternate Approval Procedure" in lieu of the financial guarantee, contact the City Planning Department to receive a sample agreement. Be advised that the City Council has the right to refuse the Alternate Approval Procedure and has the right to require the financial guarantee as required in Section 16-503.G.(9).
  - An executed standard contract as approved by the City Attorney regarding installation of improvements shall be submitted with the Final Plat. (Contact the Planning Department for a sample contract)
  - The contract shall require that all improvements be completed no later than twelve (12) months from the date the Final Plat was approved by the City Council.
  - The subdivider may apply in writing for, and the Council may, for cause shown, by Resolution grant a six (6) month extension to the twelve (12) month period.
  - After all improvements are inspected and approved by the Governing Body, by resolution, the Plat shall be recorded by the Department in accordance with Section 16-503(J), and the sale of lots may proceed according to the approved and recorded plat.
  - Building permits for structures will not be issued within the subdivision until the plat is recorded and the requirements of Section 16-808 are met.
  - If after receiving approval of the alternate approval procedure the subdivider chooses to submit a Financial Guarantee in accordance with Section 16-503.G.(9), the subdivider shall provide the City Engineer an Engineer's Cost Estimate of the remaining improvements.
  - After approval of the cost estimate by the City Engineer, the Financial Guarantee shall be submitted and approved by the Governing Body of the City of Rock Springs by resolution and the filing of the plat shall proceed as specified in Section 16-503.J.

## H. CONSTRUCTION / IMPROVEMENT CHECKLIST:

The following checklist is provided to make the property owner / developer / engineer aware of the City's Subdivision Ordinance pertaining to subdivision improvements and the process for acceptance of such improvements:

- M/A Release of Financial Guarantee - As improvements are completed, inspected and approved by the City Engineer, the subdivider may apply to the City for a release of a proportionate part of any collateral deposited with the City.
- M/A Design by Professional Engineer - All public improvements must be designed by a professional engineer, licensed to do such work in the State of Wyoming.
- M/A On Site Representative - The developer shall designate, in writing, the name of the agent who shall be available at all times during construction progress and who shall not be replaced without a written notice to the City Engineer. The agent will be the developer's representative at the site and shall have the authority to act on the developer's behalf.
- M/A Installation of Improvements - The subdivider shall install the following improvements in a timely manner and in accordance with plans, specifications, and data as approved by the City Engineer. Refer to Section 16-805 of the Rock Springs Subdivision Ordinance for installation criteria of the water main system, fire hydrants, storm drainage system, sanitary sewer system, streets (including transportation plan streets), street grading and surfacing, street lights, streets name signs and traffic control signs, utilities and other facilities and improvements.
- Monuments:
  - The owner and subdivider shall, at his expense, install monuments at all subdivision boundary corners which shall be marked with two (2) inch diameter brass caps. These caps may be set in concrete or be affixed to thirty (30) inch lengths of galvanized pipe and shall be properly marked for identification as to location, shall carry the true elevation, shall be referenced if subject to destruction, and again shall show the proper identification and license of the certifying surveyor.
  - Perimeter lines shall be shown to all Section, Quarter Section and Sixteenth Section Lines.
  - Block and lot corners, Points of Tangency and Points of Curve of all curves shall be marked by a distinctive survey corner marker. Where section lines and quarter section lines intersect the center line of any street, reference shall be given to the nearest section corner or quarter corner.
  - The placement of all monuments shall be under the supervision of the Director of Engineering and Operations, and the owner may be required to pay a reasonable charge for the inspection service.
- M/A As-Built Plans -  
Prior to the approval and acceptance of any completed improvements, as-built plans must be submitted to the City Engineer in accordance with Section 16-806 of the Rock Springs Subdivision Ordinance.
- M/A Acceptance of Improvements - At any time after the completion of construction of public streets and their inspection by the Director of Engineering and Operations, the subdivider may request that the City accept maintenance of the streets. The City Council may accept maintenance of streets, sewers, and rights-of-way if all work is in compliance with City specifications and requirements at the time of acceptance providing the developer presents to the City a one year warranty on the construction. (This requires a resolution by the City Council)
- M/A Issuance of Building Permits - Building Permits may be issued for lots within a subdivision only after final plat approval is granted by the City Council and water and sewer service is stubbed to the lots. Occupancy permits for buildings shall not be issued until the installation of subdivision improvements is completed (including acceptance of the improvements as outlined above), which shall include curb, gutter, sidewalk and paving. NOTE: Building Permits will not be issued for any structure within a subdivision following the Alternate Approval Procedure.
- M/A Compliance with Drainage Plans - Subdivision drainage plans, and individual lot drainage plans, must be complied with. Upon completion of final subdivision grading and prior to building permits being issued, a certified topographic survey verifying final grades with proposed grades shall be submitted. Spot elevations shall be given for all inverts, low points and flowing entry and exit points. Plot plans for Building Permits must show, and be consistent with, the drainage plan approved for the lot. Individual lot drainage plans included on the Preliminary Plat shall also be included on the Final Plat Construction Plans. Occupancy Permits for buildings shall not be issued until a certified survey showing final grading has been submitted and approved by the City. (See Section 16-808 for additional requirements.) Lot drainage must remain consistent with the drainage plan approved for the lot.

**I. FINAL PLAT SUBMITTAL DEADLINES:**

**NOTE:** Applications that are not received by **Noon** on the Application Deadline will be postponed until the following month's meeting. If a deadline falls near a City holiday, please contact the Planning Department to verify the days City Hall will be closed to ensure that your application is submitted on time.

	January Meeting	February Meeting	March Meeting	April Meeting	May Meeting	June Meeting	July Meeting	August Meeting	September Meeting	October Meeting	November Meeting	December Meeting
<b>Submittal Deadline</b>	12/6/2017*	1/22/2018	2/19/2018	3/19/2018	4/16/2018	5/21/2018	6/18/2018	7/16/2018	8/20/2018	9/17/2018	10/22/2018	11/19/2018
<b>Review of Completeness</b>	Within three (3) working days after the submittal, the Planning Department shall review the application for conformance with the Final Plat submittal requirements. If the application does not conform to the submittal requirements, the application will be deemed as incomplete, the subdivider will be notified, and the application will be returned.											
<b>Utility Meeting</b>	Utility Review Meetings are held <u>at least</u> 6 days after application submittal. Utility Review Meetings are generally held on Tuesday afternoons and are scheduled in the order in which applications are submitted. A memo will <u>only</u> be sent to the parties listed on the application so be sure to provide all addresses of whom you would like to be invited to the meeting. It is required that the petitioner or an assigned representative attend the meeting. <b>SEE NOTE BELOW.</b>											
<b>Adjacent Owner Notice</b>	Property Owner Notices are prepared by the City of Rock Springs and are mailed to property owners within 200' of the effected property a minimum of seven (7) days prior to the Planning and Zoning Commission Public Hearing.											
<b>P&amp;Z Meeting</b>	1/10/2018	2/14/2018	3/14/2018	4/11/2018	5/9/2018	6/13/2018	7/11/2018	8/6/2018	9/12/2018	10/10/2018	11/14/2018	12/12/2018
<b>Approximate Council Meeting **</b>	2/6/2018	3/6/2018	4/3/2018	5/1/2018	6/5/2018	7/3/2018	8/7/2018	9/4/2018	10/2/2018	11/6/2018	12/4/2018	1/8/2019

\*Deadline moved due to holiday.

**\*\* Date is the first possible date of the City Council Meeting. The Final Plat will not be placed on the City Council Agenda until ALL required documents, approvals, and financial guarantees have been received and all necessary corrections have been made and reviewed.**

**BE ADVISED:** Utility review meetings are scheduled in the order in which applications are submitted to the City. In the event that a utility review meeting cannot be scheduled prior to the Planning and Zoning Commission Meeting due to the number of applications that are received ahead of your application, your application will have to be postponed until the following month's Planning and Zoning Commission meeting. Therefore, it is in your best interest to submit your application prior to the application deadline listed on the above table. \*\*

**J. SIGNATURE(S) REQUIRED:**

I acknowledge that I have read and understand this application and the pertinent regulations. I further agree if the application is approved, I will comply with all pertinent regulations and conditions as set forth by the City of Rock Springs. I certify that the information provided with this application is true and correct. I further certify that I understand that any missing items shall constitute an INCOMPLETE application and that INCOMPLETE applications will be returned and will NOT be reviewed by the City of Rock Springs until a complete application is submitted.

Signature of Petitioner City of Rock Springs - Stephen Holton Date 4-16-18

Signature of Mortgagee \_\_\_\_\_ Date \_\_\_\_\_

Signature of Owner\* \_\_\_\_\_ Date \_\_\_\_\_

Signature of Owner\* \_\_\_\_\_ Date \_\_\_\_\_

Signature of Owner\* \_\_\_\_\_ Date \_\_\_\_\_

Signature of Engineer \_\_\_\_\_ Date \_\_\_\_\_

\* Please note: All property owners of record and mortgagees must sign the subdivision application, as well as the mylar for the Final Plat. Attach additional pages, if necessary.

RESOLUTION NO. 2018- 13

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 6<sup>th</sup> 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 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) OF THE COMMUNITY CENTER SUBDIVISION, A RESUBDIVISION OF LOTS 1 THRU 8 - BLOCK 5, LOTS 6 & 7 - BLOCK 10 AND PORTIONS OF THE PLATED

BITTER CREEK CHANNEL. ALL IN THE NORTH ADDITION TO THE CITY OF ROCK SPRINGS, LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER - SECTION 26 AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER - SECTION 35, RESURVEY TOWNSHIP 19 NORTH, RANGE 105 WEST, SIXTH PRINCIPAL MERIDIAN, 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 \_\_\_\_\_



RESOLUTION NO. 2018- 114

A RESOLUTION DECLARING THE INTENT OF THE CITY OF ROCK SPRINGS TO COOPERATE FULLY AND ASSIST SWEETWATER COUNTY AND THE INCORPORATED MUNICIPALITIES OF SWEETWATER COUNTY IN TAKING ALL ACTIONS NECESSARY IN SUPPORT OF THE CONTINUATION OF THE EXISTING COUNTY WIDE 3% LODGING TAX, WITH AN INCREASE OF 1%, PROVIDED THAT THE CITY OF ROCK SPRINGS BE REPRESENTED BY A MAJORITY OF THE MEMBERS CONSITUTING THE JOINT POWERS BOARD.

WHEREAS, leisure and hospitality is a \$157 million industry in Sweetwater County that provides almost 1,500 full and part-time jobs; and,

WHEREAS, this tax is paid by visitors that stay in hotels, motels, campgrounds, and similar establishments providing temporary quarters or space for transient guests. Unless staying in these establishments, residents of Sweetwater County do not pay this tax; and,

WHEREAS, the Wyoming lodging tax statute WS 39-15-205(a)(ii) states that the lodging tax is to be used for the primary purpose of promoting local travel and tourism; and,

WHEREAS, the ability to fund these promotional efforts to a level that is competitive in the marketplace is critical to the promotion of Rock Springs and Sweetwater County as tourism destinations.

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

Section 1. That the City of Rock Springs deems it appropriate that the City of Rock Springs cooperate fully and assist Sweetwater County and the incorporated municipalities of Sweetwater County in taking all actions necessary to continue to impose such existing county wide 3% lodging tax, with a 1% increase.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
President of the Council

Attest:

\_\_\_\_\_  
Mayor

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

CRB  
6/28/18

Attachment G: Resolution  
RESOLUTION NO. 2018- 115

A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR FEDERAL FUNDING THROUGH THE TRANSPORTATION ALTERNATIVES PROGRAM ADMINISTERED BY THE WYOMING DEPARTMENT OF TRANSPORTATION FOR PROJECT SPONSOR FOR THE PURPOSES OF THE JAMES DRIVE/2<sup>ND</sup> STREET PEDESTRIAN ENHANCEMENT PROJECT.

WHEREAS, the Governing Body for Project Sponsor desires to participate in the Transportation Alternatives Program (TAP) to assist in funding this project; and,

WHEREAS, the Governing Body for City of Rock Springs recognizes the need for the project; and,

WHEREAS, the Transportation Alternatives Program (TAP) requires that federal funding criteria be met, and City of Rock Springs agrees to ensure satisfaction of all requirements; and,

WHEREAS, the Governing Body for City of Rock Springs agrees to set aside a minimum of \$80,918.00 as a line item in its budget for the required twenty percent (20%) local match on the project; and,

WHEREAS, the Governing Body for City of Rock Springs acknowledges the Transportation Alternatives Program (TAP) is funded on a reimbursement basis and all invoices must be 100% paid by City of Rock Springs prior to reimbursement through the Transportation Alternatives Program (TAP) (80% Federal Reimbursement). City of Rock Springs acknowledges that failure to comply with this requirement may result in cancellation of the award and repayment by City of Rock Springs of all funds reimbursed.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY for City of Rock Springs that funding application requesting \$323,668.00 in federal Transportation Alternatives Program (TAP) funding be submitted to the Wyoming Department of Transportation – Transportation Alternatives Program (TAP) for consideration to assist in funding for the City of Rock Springs project.

BE IT FURTHER RESOLVED, THAT Paul D. Kauchich is hereby designated as the Project Administrator, of City of Rock Springs to act on behalf of the Governing Body on all matters relating to this funding application.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
President of the Council

Attest:

\_\_\_\_\_  
Mayor

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

**Attachment G: Resolution  
RESOLUTION NO.**

A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR FEDERAL FUNDING THROUGH THE TRANSPORTATION ALTERNATIVES PROGRAM ADMINISTERED BY THE WYOMING DEPARTMENT OF TRANSPORTATION FOR Project Sponsor FOR THE PURPOSES OF THE James Drive/2<sup>nd</sup> Street Pedestrian Enhancement PROJECT.

**WITNESSETH**

**WHEREAS**, the governing body for Project Sponsor desires to participate in the Transportation Alternatives Program (TAP) to assist in funding this project;

**WHEREAS**, the governing body for City of Rock Springs recognizes the need for the project;

**WHEREAS**, the Transportation Alternatives Program (TAP) requires that federal funding criteria be met, and City of Rock Springs agrees to ensure satisfaction of all requirements;

**WHEREAS**, City of Rock Springs acknowledges that if funded, the Transportation Alternatives Program (TAP) project shall be completed prior to December 31, 2020;

**WHEREAS**, the governing body for City of Rock Springs agrees to set aside a minimum of \$40,000.00 as a line item in its budget for the required twenty percent (20%) local match on the project;

**WHEREAS**, the governing body for City of Rock Springs acknowledges the Transportation Alternatives Program (TAP) is funded on a reimbursement basis and all invoices must be 100% paid by City of Rock Springs prior to reimbursement through the Transportation Alternatives Program (TAP) (80% Federal Reimbursement). City of Rock Springs acknowledges that failure to comply with this requirement may result in cancellation of the award and repayment by City of Rock Springs of all funds reimbursed.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY** for City of Rock Springs that a funding application requesting \$160,000.00 in federal Transportation Alternatives Program (TAP) funding be submitted to the Wyoming Department of Transportation – Transportation Alternatives Program (TAP) for consideration to assist in funding for the City of Rock Springs project.

**BE IT FURTHER RESOLVED, THAT** Paul D. Kauchich is hereby designated as the Project Administrator, of City of Rock Springs to act on behalf of the governing body on all matters relating to this funding application.

**PASSED, APPROVED AND ADOPTED THIS** \_\_\_\_\_ **DAY OF** \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature  
Printed Name, Title

**ATTEST:**

---

Signature  
Printed Name, Title

## Applicant Information

### Sponsor:

Name of Sponsor: City of Rock Springs		
Sponsor Type: Local Government		
Specify Other:		
DUNS: 044652899		
Mailing Address: 212 D Street		
City: Rock Springs	State: Wy	Zip: 82901

Contact Person: Paul D. Kauchich		
Title: Director of Engineering & Operations		
Email: paul_kauchich@rswy.net		Phone: 307-352-1540
LPA Certified: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	LPA Certification Expiration: 12/31/2020	
LPA Certified Individual (if not Contact Person):		

### Joint Sponsor:

Joint Sponsor: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes - Joint Sponsor's Name: SWSD #1		
Mailing Address: 3550 Foothill Blvd		
City: Rock Springs	State: Wy	Zip: 82901

Contact Person: Dan Selleroli		
Title: Facilities Director		
Email:		Phone: 307-362-2554

## Funding Request

20% Local Match	80% Federal (TAP Request)	Total Project Cost
\$80,918.00	\$323,668.00	\$404,586.00
Specify source of secured funding: City General Funds/School District Major Maintenance Fund		

## Sponsor Certification Statement

Read and check each statement below certifying:

- The Sponsor is familiar with the Transportation Alternatives Program eligibility criteria;
- The budget accurately reflects cost of proposed project;
- The information provided is true and correct to the best of the Sponsor's knowledge;
- The Sponsor understands this is a reimbursement-based award and if funded, the Sponsor must pay costs and will be reimbursed as invoices are submitted with documentation;
- The Sponsor will be responsible for ensuring future maintenance and ongoing upkeep of the completed project.

\_\_\_\_\_  
**Sponsor Signature**  
 (Authorized Official)

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
 Sponsor Printed Name

\_\_\_\_\_  
 Sponsor Title

# Attachment A: Project Description

**Nature of Project:**

<input checked="" type="checkbox"/> Planning/Design
<input type="checkbox"/> Construction

**Project Type/Planning Document Considerations (Select all that apply):**

Non-Motorized Transportation		
<input checked="" type="checkbox"/> ADA Upgrades	<input type="checkbox"/> ADA Transition Plan	
<input checked="" type="checkbox"/> Safe Routes for Non-Drivers	<input checked="" type="checkbox"/> Pedestrian and Bicycle Facilities	
<input type="checkbox"/> Conversion of Abandoned Railway Corridors to Trails		
Environmental Mitigation		
<input type="checkbox"/> Vegetation Management	<input type="checkbox"/> Storm Water Mitigation	<input type="checkbox"/> Wildlife Management
Historic/Scenic Transportation Activities		
<input type="checkbox"/> Scenic Turnouts and Overlooks		
<input type="checkbox"/> Outdoor Advertising Management <input type="checkbox"/> Archeological Activities		
<input type="checkbox"/> Historic Preservation and Rehabilitation of Historic Transportation Facilities		

**Project Location:**

Describe the location of the project using any mileposts, landmarks, significant intersections, etc.
The project is located southwest from the existing Rock Springs High School, located on James Drive and continues onto 2 <sup>nd</sup> Street. The project will extend approximately 1500 feet to the south, towards the business Counter Wise.

**Physical Description:**

Pathway Type: Multi-Use Pathway	
Surface Type: Concrete	If Other, please specify:
Approximate Length: 1500' <input type="checkbox"/> N/A	Approximate Width: 8' <input type="checkbox"/> N/A

**Project Timeline:**

Completion of PS&E	Completion of Final Engineering/Bid Documents	Bid Advertisement	Begin Construction	Complete Project
10/2018	3/2019	4/2019	5/2019	8/2019

**Project Benefits:**

Check the following connections that this project provides:		
<input checked="" type="checkbox"/> Residential to Residential	<input checked="" type="checkbox"/> Residential to Retail/Dining	<input checked="" type="checkbox"/> Residential to Education
<input checked="" type="checkbox"/> Residential to Recreation	<input checked="" type="checkbox"/> Residential to Employment	<input checked="" type="checkbox"/> Employment to Retail/Dining

<input checked="" type="checkbox"/> Employment to Recreation <input checked="" type="checkbox"/> Employment to Education <input checked="" type="checkbox"/> Recreation to Retail/Dining <input type="checkbox"/> N/A
Does the project provide a new connection? <span style="float: right;"><input checked="" type="checkbox"/> Yes   <input type="checkbox"/> No   <input type="checkbox"/></span> N/A
Does the project fill a sidewalk or pathway gap ("missing link")? <span style="float: right;"><input checked="" type="checkbox"/> Yes   <input type="checkbox"/> No   <input type="checkbox"/></span> N/A
Will the project induce non-motorized trips? <span style="float: right;"><input checked="" type="checkbox"/> Yes   <input type="checkbox"/> No   <input type="checkbox"/></span> N/A
Briefly describe the improvements to mobility outlined in the above <b>Project Benefits</b> section:  The students of Rock Springs High School, as well as other pedestirans, will benefit from the new mobility connection by providing them safe travel to and from school and other residences near by.

**Safety:**

Does this project provide a safety improvement? <span style="float: right;"><input checked="" type="checkbox"/> Yes   <input type="checkbox"/> No   <input type="checkbox"/></span> N/A
If yes, check all parties benefitted by the safety improvement: <input checked="" type="checkbox"/> Bicyclists <input checked="" type="checkbox"/> Pedestrians <input checked="" type="checkbox"/> Children <input checked="" type="checkbox"/> Elderly <input checked="" type="checkbox"/> People with Disabilities <input type="checkbox"/> Other:
Will the project enhance awareness of cyclists and pedestrians outside of the project limits? <span style="float: right;"><input checked="" type="checkbox"/> Yes   <input type="checkbox"/> No   <input type="checkbox"/></span> N/A
Is the project within two (2) miles of a school and does it provide a safe connection between a residential community, the school, library, park, after-school activities, etc.? <span style="float: right;"><input checked="" type="checkbox"/> Yes   <input type="checkbox"/> No   <input type="checkbox"/></span> N/A
Describe the details of the safety improvements outlined in the above <b>Safety</b> section:  Providing a new multi-use path along the north side of James Drive and 2 <sup>nd</sup> Street, allows for safe means of travel for bicyclist and pedestrians to go to and from school; to a lower proposed student parking lot, as well as near by residences. Currently, there is only a sidewalk located on the south side of the adjoining streets. Pedestrians and bicyclists usually use the street(s) or dirt areas for school access.

**Economic Opportunity:**

Does the project improve economic opporrtunity by bringing more people to businesses? <span style="float: right;"><input type="checkbox"/> Yes   <input checked="" type="checkbox"/> No   <input type="checkbox"/></span> N/A
Does the project close a gap of existing walking/biking infrastructure to improve usability in a downtown, revitalization or business district?

Yes  No

N/A

Provide details that substantiate answers outlined in the above **Economic Opportunity** section:

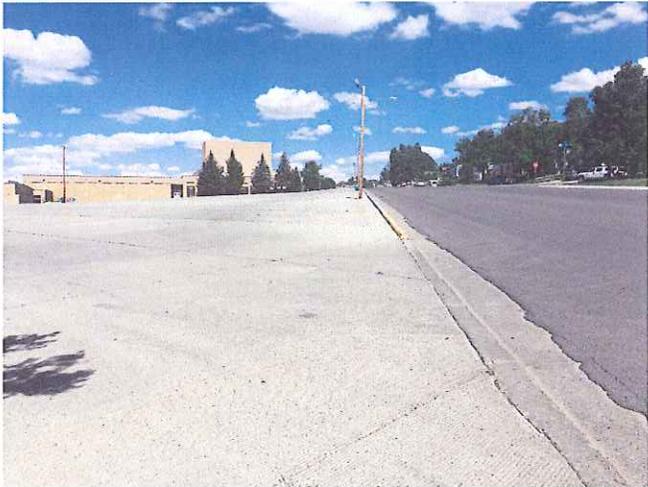
By connecting the multi-use pathway to existing sidewalk, (noted as "Beginning of 8' Multi-Use Pathway, see Attachment B), will provide a route for pedestrians and bicyclists to schools and near by residences, but also connect to the Historic Downtown areas of Rock Springs.

**Brief Project Summary:**

Outline the need for the project and the benefits of the project:

Currently, there is no safe access for bicyclists and pedestrians along the north side of James Drive and the adjoining 2<sup>nd</sup> Street. For convenience, patrons typically use the roadway to travel to and from the Rock Springs High School, other schools, and near by residences. Providing the eight foot multi-use pathway connection, allows for safe mobility along the street(s) and connects a large residential area to schools and the Historic Downtown of Rock Springs.

**Attachment B: Map**



Rock Springs High School and parking lot



James Drive, next to high school parking lot



James Drive, next to proposed additional student parking off to left hand side of roadway. Residential housing to the right.



2<sup>nd</sup> Street/James Drive.



Aerial photo of beginning to end of 8' Multi-Use Pathway.

# Attachment C: Public Involvement/ Planning and Design Integration

**Is this project included in a planning document?**

Yes  No  N/A

If Yes, provide the name and date of planning document:
If Yes, List the groups that were/are involved in the planning:

**Have you discussed this project with your District Engineer?**

Yes  No  N/A

If Yes, indicate the date of the discussion and what was discussed: June 21, 2018. Discussion included project scope, need, and a tentative schedule.
--

**Are there community concerns regarding this project?**

Yes  No  N/A

If Yes, describe:
-------------------

**Does the project conform to all local ordinances, rules and regulations?**

Yes  No  N/A

**Are any variance approvals required?**

Yes  No  N/A

**What design standards have been, or are planned to be incorporated in the project design?**

<input type="checkbox"/> AASHTO	<input type="checkbox"/> PROWAG	<input checked="" type="checkbox"/> Wyoming Public Works	<input checked="" type="checkbox"/> WYDOT
<input checked="" type="checkbox"/> Local	<input type="checkbox"/> Other (specify):		

**Provide a summary of the public involvement that has taken place previously for planning and design.**

Not applicable
----------------

## **Attachment D: Environmental Considerations**

**Does this proposed project have any unusual environmental features associated with it?**

Yes  No

If Yes, please describe:

**Are there any registered historic structures or sites involved with the project?**

Yes  No

If Yes, please describe:

**Are there any live watercourses or bodies of water being encountered?**

Yes  No

If Yes, please describe:

# FY19 TAP SITE VISIT CHECKLIST

## City of Rock Springs

Project Name: James Dr./2nd Street Pedestrian Enhancement Project  
Agency Type: City/Town  
Agency Name: City of Rock Springs  
Contact Person: Dan Selleroli, Facilities Director  
Contact Phone: 307-352-1540  
Contact Email: paul\_kauchich@rswy.net  
Alternate Contact:  
Agency Mailing Address: 212 D Street, Rock Springs, WY 82901

Joint Sponsor: Sweetwater School District #1  
Joint Sponsor Contact:

LPA Certified Individual: Yes  
Name of LPA Certified Individual: Paul D. Kauchich, PE  
LPA Certification Expiration: 12/31/2020

Project Location: James Dr./2nd Street/Rock Springs High School  
Project Limits: James Dr./ 2nd Street/ Rock Springs High School  
County: Sweetwater  
Municipality: City of Rock Springs  
Project Length: 1500 Feet  
Project Type: N/A

Is the project included in a planning document: No  
WYDOT District Engineer aware of project: No

Project Description: Pedestrian walkway and roadway widening to accomodate pedestrian travel to RSHS. This will require retaining walls and other amenities. This project will provide a safe pathway for students and general pedestrian traffic.

Milestone Dates:

Environmental Clearance, Preliminary Engineering Completed by:	Final Engineering and Bid Documents Completed by:	Project Bidding by:	Begin Construction by:	Construction Complete by:
10/31/2018	3/15/2019	4/15/2019	5/1/2018	8/31/2018

Potential delays in reaching milestones: None at this time

Local Match Amount:	\$40,000
Source of Match:	City General Funds/ School District Major Maintenance Funds
TAP Requested Amount:	\$160,000
Total Cost:	\$200,000

Fiscal Year	Open Project
2014	No
2015	No
2016	No
2017	No

Open Project Numbers: None

Is the applicant an eligible sponsor?	<input type="checkbox"/> Yes
Has the applicant previously completed a federal aid project?	<input type="checkbox"/> No
Does the applicant acknowledge that receipt of funds requires compliance with several federal and state requirements, including but not limited to wage, equal opportunity, and environmental requirements?	<input type="checkbox"/> Yes

**PEDESTRIAN/BICYCLE FACILITIES (IF APPLICABLE)**

Facility description	<input type="checkbox"/> Sidewalk with curb and gutter		
Width of pathway, bicycle lane, shoulder, etc.:	8 ft	Length:	1500 ft
Distance from curb (for pathways):			
Materials used	<input type="checkbox"/> Concrete		
Number of curb ramps:			
Standards Used:	<input type="checkbox"/> Local		
This project is:	<input type="checkbox"/> part of road widening		
Are there any areas where the facility will narrow to accommodate trees, signs or other obstructions? If yes, explain:	<input type="checkbox"/> No		
What is the plan for maintaining the facility after construction is complete?	City Plan		
Does your community normally require sidewalks or other pedestrian/bicycle improvements as a condition of subdivision or site plan approval? Explain:	<input type="checkbox"/> Yes		

<b>RIGHT-OF-WAY</b>	
Does the sponsor possess the necessary right-of-way to construct the project? If not, explain how right-of-way will be acquired.	<input type="checkbox"/> Yes
School district for majority/UPRR at the bottom of hill	
Does the sponsor hold necessary easements to construct the project? If not, explain how easements will be obtained.	<input type="checkbox"/> Yes
<b>ENVIRONMENTAL</b>	
Is it apparent that the project will meet the environmental criteria for Categorical Exclusion?	<input type="checkbox"/> Yes
Is it apparent that the proposed project will require extensive cultural clearance?	<input type="checkbox"/> No
Is it apparent that supplemental environmental documentation will be required to support a Categorical Exclusion determination? For example: <input type="checkbox"/> Wetlands <input type="checkbox"/> Endangered Species <input type="checkbox"/> Other	<input type="checkbox"/> No
Is it apparent that the project will cause an adverse effect to environmental resources? If yes, explain:	<input type="checkbox"/> No
Are there any permitting requirements for the project? If yes, explain:	<input type="checkbox"/> No
<b>UTILITIES</b>	
Is it apparent that the project will have utility conflicts? If yes, explain and identify affected utilities and how conflicts will be mitigated.	<input type="checkbox"/> Yes
Fire hydrant may need to be moved	
<b>IRRIGATION</b>	
Is it apparent that the project will have crossings or conflicts with irrigation facilities? If yes, explain and identify affected irrigation facilities and how conflicts will be mitigated.	<input type="checkbox"/> No

Comments:

There will need to be a shift in timelines for Milestone Dates. March to May 2018 would be the earliest for environmental clearance, preliminary engineering. All other dates would shift accordingly.



Site Visit Review Completed by: Mariah Johnson, David Koskelowski

Date of Site Visit: May 24, 2018

## Attachment H: Lobbying Certificate

### Lobbying Certification Statement

The undersigned Project Sponsor certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq .)]
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Project Sponsor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Sponsor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Signature

Printed Name and Title

Date

## Attachment I: Right-of-Way

<b>Local Public Agency Right-of-Way &amp; Utility Certificate</b>
<b>Instructions</b>
<i>Local Public Agencies (LPAs) are required to submit proof of the following to WYDOT. The LPA must provide the following information:</i>
Paul D. Kauchich hereby certifies to the Wyoming Department of Transportation and the Federal Highway Administration that:
<input type="checkbox"/> The acquisition of Right-of-Way was not required. All work proposed is within Right-of-Way obtained or acquired prior to programming this project OR
<input checked="" type="checkbox"/> All necessary rights-of-way have been acquired including legal and physical possession in accordance with all applicable laws and regulations noted below. No persons of business have been or will be displaced by this project. All requirements of 23 CFR 635.309(b)(c)(g)&(h). Authorization, 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, and the Wyoming Relocation Assistance Act of 1973, Sections 16-7-101 through 16-7-121.
<input checked="" type="checkbox"/> Utility relocations/adjustments are not required for completion of this project. OR
<input type="checkbox"/> Utility relocations/adjustments within the project limits of construction have been completed, or are incorporated in the contract plans as biddable work.
<input checked="" type="checkbox"/> There is no work involving railroad right-of-way for the completion of this project. OR
<input type="checkbox"/> All necessary arrangements have been made for railroad work to be completed as required for proper coordination with the construction.
This undersigned certifies the above information is accurate as of the date below:
Signature
Printed Name & Title
Date

## Attachment J: Internal Review's Risk Assessment

Have there been any key personnel Changes in the direct implementation and administration of grant awards during the previous year? (Key personnel include the project administrator, accounting, budget, or controller personnel) [2 CFR 200.331(a)(6)(3)]

<input type="checkbox"/> Yes
<input checked="" type="checkbox"/> No

Has the organization as a whole (Re: Personnel) remained unchanged during the previous year?

<input checked="" type="checkbox"/> Yes
<input type="checkbox"/> No

Has the accounting/financial system remained the same as last year?

<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	If No, please explain:
---	-----------------------------	------------------------

Does your entity receive federal grant money **directly** from any federal awarding agencies (FTA, FHWA, NHTSA, etc.)? These monies do not have any WYDOT involvement for applications, payments, etc. [2 CFR 200.331(a)(6)(4)].

<input type="checkbox"/> Yes
<input checked="" type="checkbox"/> No

Has a federal agency monitored, inquired or been directly involved in outstanding award(s)?

<input type="checkbox"/> Yes
<input checked="" type="checkbox"/> No

Has a federal agency ever performed a review or audit of outstanding award(s)?

<input type="checkbox"/> Yes
<input checked="" type="checkbox"/> No

If Yes, did the federal agency determine that there were no financial or compliance issues?

<input type="checkbox"/> Yes	<input type="checkbox"/> No	If No, provide a description of the financial and/or compliance issues as detailed by the federal agency:
------------------------------	-----------------------------	---

Does your entity have written procedures for procurement transactions? [2 CFR 200.313-318]

<input checked="" type="checkbox"/> Yes
<input type="checkbox"/> No

Does the Sponsor anticipate requesting reimbursement through the project for Indirect Cost?

<input checked="" type="checkbox"/> Yes
<input type="checkbox"/> No

*(indirect [F&A] costs means those costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved. To facilitate equitable distribution of indirect expenses to the cost objectives served, it may be necessary to establish a number of pools of indirect [F&A] costs. Indirect [F&A] cost pools must be distributed to benefitted cost objectives on bases that will produce an equitable result in consideration of relative benefits derived.) [2 CFR 200.56]*

Does the Sponsor have an Approved Indirect Cost rate with WYDOT?

<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	If No, does the Sponsor propose using the de minimis rate of 10%? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<input type="checkbox"/> N/A		

# Attachment K: Consultant Services Policy

Updated 09-20-17

## CONSULTANT SERVICES POLICY

City of Rock Springs

6/27/2018

### SECTION I. INTRODUCTION

This policy establishes procedures of the City of Rock Springs for the procurement, management, and administration of consultant services required for a project using federal or non-federal funds obtained through the Wyoming Department of Transportation (WYDOT). This policy and procedures will be followed when hiring consultants to supplement the City of Rock Springs personnel or to provide other professional services that the City of Rock Springs determines can be best completed by qualified private-sector firms.

*Consultant*, as used in this document, means engineering firms, architectural firms, survey firms, educational institutions, and other firms or individuals engaged in providing consulting or other professional services. *Subconsultant*, as used in this document, means an individual or firm contracted by the consultant to provide related services.

*Simplified Acquisition Threshold (SAT)*, as used in this document, means the dollar amount at or below which a government entity may purchase services using small agreement/purchase methods. The SAT is currently \$150,000, but this threshold is periodically adjusted for inflation. (48 CFR 2.101)

*Architectural and Engineering (A & E) services* are defined to mean:

1. Professional services of an architectural or engineering nature, as defined by state statute, which are required to or may logically or justifiably be performed or approved by a person licensed, registered, or certified to provide related services.
2. Professional services of an architectural or engineering nature, performed by consultant agreement, and associated with research, planning, development, design, construction, alteration, or repair of real property.
3. Professional services of an architectural or engineering nature, which a firm or individual within the engineering or architectural professions would perform, such as studies, investigations, survey and mapping, tests, evaluations, consultations, comprehensive planning, program management, conceptual designs, plans and specifications, value engineering, construction phase services, soils engineering, drawing reviews, preparation of operating and maintenance manuals, and other related services.

*Architectural and Engineering services that directly lead to development of a construction project are defined and limited to:*

1. Preparation of roadway/bridge contract documents including preliminary through final design, contract plans, specifications, and incorporated engineering drawings, details, and estimates.
2. Completion of surveys and mapping necessary for preparation of roadway/bridge contract documents.
3. Completion of architectural services directly leading to facility construction.
4. Completion of feasibility studies when used for project planning leading to project construction.
5. Construction project management including contract administration and construction engineering.
6. Completion of consultant services not clearly within (1) thru (5) above, which must be performed or approved in accordance with state law by a registered professional (i.e. engineer, land surveyor, architect, geologist, etc.).
7. The final cost of these services, including the original agreement cost and subsequent agreement modifications, must exceed the SAT.

## **SECTION II. CONSULTANT PROCUREMENT – GENERAL**

Two methods for procuring consultant services are available for use depending on administrative controls which consider the estimated cost of the proposed services.

Consultant services with an estimated cost at or less than the SAT (Small Agreement) will be procured using a simplified procurement process presented in SECTION IV(A) – Small Agreement – Estimated Cost at or less than the SAT.

Consultant services with an estimated cost exceeding the SAT (Large Agreement) will be procured using a formal request for proposal (RFP) process as presented in SECTION IV(B) – Large Agreement – Cost greater than the SAT.

## **SECTION III. CONSULTANT NEED AND OTHER SUPPORTING INFORMATION**

The City of Rock Springs will develop supporting information to establish the need for consultant services and identify the procurement method, selecting one of the procurement methods outlined in SECTION IV – CONSULTANT PROCUREMENT PROCESSES. Supporting information should be tailored to the procurement method and include the following:

**A. Small Agreement – Estimated Cost at or less than the SAT**

Small agreements, developed consistent with SECTION IV(A) – Small Agreement – Estimated Cost at or less than the SAT, should include the following supporting information:

1. A statement supporting the use of a consultant to perform work due to unique capabilities not readily available within the City of Rock Springs or that City of Rock Springs personnel are not available to complete the necessary work or meet proposed schedules.
2. A preliminary scope of work for the proposed services.
3. A schedule for completion of work to be performed by the consultant.
4. A funding source for the required consultant services.
5. A preliminary cost estimate.
6. The agreement type to be used as the basis of compensation (See SECTION VI – AGREEMENT TYPE, BASIS FOR COMPENSATION, PAYMENT).

**B. Large Agreement – Cost greater than the SAT**

Large agreements, developed consistent with SECTION IV(B) – Large Agreement – Cost greater than the SAT, require that consultant services be procured through a request for proposal. The supporting information for these services should include the following:

1. A statement supporting the use of a consultant to perform work due to unique capabilities not readily available within the City of Rock Springs or that City of Rock Springs personnel are not available to complete the necessary work or meet proposed schedules.
2. A preliminary scope of work for the proposed services.
3. A schedule for completion of work to be performed by the consultant.
4. A funding source for the required consultant services.
5. A preliminary cost estimate. See SECTION IV(B) – Large Agreement – Cost greater than the SAT.
6. The agreement type to be used as the basis of compensation (See SECTION VI – AGREEMENT TYPE, BASIS FOR COMPENSATION, PAYMENT).

7. Consultant selection by the selection committee. Selection committee members should be identified by name and title.
8. A listing of evaluation factors and weighting factors for the ranking and selection of a qualified consultant firm. The use of evaluation factors and weighting factors should be tailored to the procurement process; the number of evaluation factors can be limited and the use of weighting factors can be limited or eliminated. The selected factors should assess the consultant's qualifications and competency, tailored to the proposed type/scope of work and any anticipated work types. Evaluation factors **may** consider:
  - a. Established expertise;
  - b. Related work experience in a responsible role;
  - c. Qualifications of the firm's personnel;
  - d. Previous performance on City of Rock Springs projects;
  - e. Project understanding/knowledge, including proposed approach to completing project work;
  - f. Workload capacity;
  - g. Ability to meet project schedule;
  - h. Specialized expertise or product delivery requirements (such as computer hardware or software);
  - i. Other evaluation factors relating to the specific project may be used.

Evaluation factors that cannot be used on federal funded A & E services include:

- a. Cost components – consultant fee proposal, direct salaries/wages, other direct costs, or indirect cost rates;
- b. In-state or local preferences.

Cost, as one evaluation factor, may be used on federal funded non-A & E services.

The selection committee should note that two specific non-qualification-based evaluation factors may be used, if appropriate, but together cannot exceed 10% of the total weighted evaluation. These two factors, directed to an individual proposed project, are:

- a. A local presence, where that presence will add value to the quality or efficiency of project delivery, but will still allow for the consideration of a sufficient number of qualified firms;
- b. The participation of qualified and WYDOT-certified Disadvantaged Business Enterprise (DBE) consultants or subconsultants. The City of Rock Springs should coordinate with the WYDOT Civil Rights Office to obtain a current listing of DBE consultants.

The need/use of a consultant firm in a management role for the City of Rock Springs will require approval by WYDOT and FHWA before consultant solicitation. (23 CFR 172.7(b)(5))

#### **SECTION IV. CONSULTANT PROCUREMENT PROCESSES**

Two methods for procuring consultant services are available for the City of Rock Springs use. The use of each method is limited depending on the estimated cost of the proposed services; these administrative controls are presented as an introductory paragraph to each procurement method/agreement type.

##### **A. Small Agreement – Estimated Cost at or less than the SAT**

The use by the City of Rock Springs of a small agreement is limited to consultant services with an estimated cost at or less than the SAT, including the original agreement cost and subsequent agreement modifications. Small agreements can be used for non-federal and federal funded services, and for A & E and non-A & E services.

A preliminary cost estimate will be prepared for use as required in SECTION VIII – NEGOTIATING THE FINAL AGREEMENT AND COST PROPOSAL.

The City of Rock Springs will make an informal consultant selection utilizing a consultant list obtained from WYDOT Engineering Services or a list generated by the City of Rock Springs. A minimum of three consultants must be evaluated leading to a qualification-based selection. The evaluation should use information available from the consultant's Statement of Interest, and if needed, that information can be supplemented with interviews, or written or oral discussion with each firm.

If less than three qualified consultants are available, the City of Rock Springs will proceed with evaluation and selection when assured that the selected consultant has the minimum qualifications to complete the agreement type of services and has the experience necessary to satisfactorily perform the required services.

The basis for selection will be documented. The following items should always remain under consideration to conclude that a consultant firm has the minimum qualifications to complete the proposed project scope of work:

1. The consultant shall have an exemplary ethical and professional reputation.

2. The consultant's employees shall have levels of education, training, and experience necessary to perform the required services satisfactorily.
3. Professional services provided to the City of Rock Springs require that the consultant employee overseeing the work and the consulting firm be licensed, if required by the applicable State Board.
4. The consultant shall be established in the area of expertise for which the firm is being considered, with recent work experience in a responsible role.

After the consultant selection, the City of Rock Springs shall follow procedures outlined in SECTION V – APPROVAL OF CONSULTANT prior to proceeding with the process of negotiating the agreement with the selected consultant.

A detailed scope of work shall be prepared, often by the selected consultant. The consultant shall submit a fee proposal including proposed billing rates, estimated units of work, and the total proposed fee. The City of Rock Springs will negotiate and prepare an agreement for execution.

Execution of the agreement will follow procedures outlined in SECTION X – EXECUTION OF THE AGREEMENT.

**B. Large Agreement – Cost greater than the SAT**

The use by the City of Rock Springs of a large agreement is required for consultant services with an estimated cost greater than the SAT, including the original agreement cost and subsequent agreement modifications. Large agreements can be used for non-federal and federal funded services, and for A & E and non-A & E services.

When the City of Rock Springs requires consultant services and proposes to use this large agreement, the following requirements apply.

A preliminary cost estimate will be prepared for use as required in SECTION VIII – NEGOTIATING THE FINAL AGREEMENT AND COST PROPOSAL. For architectural and engineering services directly leading to construction, as defined in SECTION I – INTRODUCTION, the cost estimate must establish major elements of agreement costs: labor hours by work type and classifications of labor, direct salaries by labor classifications, other direct costs, anticipated indirect cost rates, and anticipated fixed fees (profit). This estimate will be used as the basis for negotiation. For all other services, the preliminary cost estimate can be less formal.

The City of Rock Springs will direct the procurement process in coordination with the WYDOT Local Government Office and an appointed selection committee.

An early action will be to appoint participants to a selection committee. The committee should consist of at least three members, but generally not more than five members. The City of Rock Springs should select committee members who can best evaluate consultant qualifications, but without previous experiences that could potentially influence their actions leading to a conflict of interest. Each committee member will ensure that he or she has no possible conflict of interest that may influence the evaluation, ranking, and selection process. If a conflict of interest may exist, the committee member will be excused from serving on the committee.

A pre-selection meeting will be conducted to establish the requirements of the RFP and the public announcement/advertisement to be used to assure that consultants have fair opportunity to be considered for award of the agreement.

The City of Rock Springs may solicit project-specific letters of interest through a public announcement, public advertisement, or any other public forum or method (such as soliciting firms on a consultant list obtained from WYDOT Engineering Services) that assures qualified in-State and out-of-State consultants are given a fair opportunity to be considered. A minimum seven day announcement period is required.

The selection committee will determine a short list of firms from the respondents to the public announcement/advertisement to receive the RFP. If enough firms respond, a minimum of five firms should be short-listed.

Alternatively, the City of Rock Springs may go directly to the RFP process and consider all the proposals submitted.

The RFP will include the following requirements and information to provide direction for the content of consultant proposals. The RFP requirements and information will not include any condition that would limit competition and the resulting number of proposals.

1. Detailed scope of work, including a preliminary project purpose and description.
2. Technical requirements: specific services; deliverables; applicable policies and guides; proposed standards, criteria, specifications, or contracting requirements; proposed schedule for completion of agreement work.
3. Evaluation and weighting factors to be used for the ranking and selection based on consultant competency and qualifications.
4. The anticipated schedule leading to consultant selection. The schedule should identify consultant submittal dates using a minimum of 14 calendar days from issuance of the RFP, but set to assure that interested firms have sufficient time to receive the RFP, and prepare and submit a proposal.
5. The type of agreement to be used and the basis for compensation.

6. Address potential discussions with interested firms after submittal of their proposal, if any, directed to clarification of technical requirements or approach, qualifications, or capability. Based on the size and complexity of the project, it may be beneficial to the selection committee to have one-on-one discussions with all or some of the qualified firms (minimum of three). The intent and structure of these discussions, if needed, should be outlined in the RFP.
7. Consultant proposal shall include additional submittals concerning proposed subconsultants.
8. Consultant cost proposals, if requested, should be included in a concealed format that is clearly separate from the technical proposal.

The RFP should provide an adequate number of consultant proposals. When three or more qualified firms respond, the City of Rock Springs will proceed with consultant ranking and selection. If less than three firms respond, the City of Rock Springs may proceed with ranking and selection of a qualified firm or may elect to re-distribute the RFP in an attempt to gain additional proposals. In the event the response to an RFP does not result in either qualified or competitive firms, the City of Rock Springs may pursue other contracting options, including non-competitive, to procure professional services. The City of Rock Springs will coordinate with the WYDOT grant administrator prior to non-competitive selection of a consultant.

After receipt of consultant responses to the RFP, the final selection meeting will be held. The selection process will include a series of actions taken by the City of Rock Springs.

1. Review RFP proposals to assure they are complete.
2. Distribute the supporting information outlined in SECTION III(B) – Large Agreement – Cost greater than the SAT, to include the RFP, all consultant proposals, and each consultant's Letter of Interest, if applicable.
3. Assist the selection committee, as needed, to complete the evaluation, ranking, and selection process.
4. Notify, subsequent to consultant selection, all consultants responding to an RFP of the final ranking of the three most highly qualified consultants.
5. Properly dispose as necessary, subsequent to consultant selection, the concealed cost proposals of the unsuccessful consultant firms.
6. Retain documentation supporting the solicitation, RFP, proposals, evaluation, and selection of the consultant firm.

The selection committee completes the evaluation and selection process by using the supporting information for each evaluation factor and then developing an overall score and subsequent ranking. The committee must rank in order of preference at least the three most highly qualified firms, leading to final selection. If less than three qualified firms respond to the RFP and it is concluded that the responding firms represent those firms available to meet the requirements of the RFP, the evaluation and selection will be completed.

The selection committee may not use a consultant's cost components – consultant fee proposal, direct salaries, direct costs, and indirect cost rates – as a factor in the evaluation, ranking, or selection process for federal funded A & E services. Federal funded non-A & E services may, or may not, use cost as an evaluation factor.

The following items should always remain under consideration to conclude that a consultant firm has the minimum qualifications to complete the proposed project scope of work:

1. The consultant shall have an exemplary ethical and professional reputation.
2. The consultant's and subconsultant's employees shall have levels of education, training, and experience necessary to perform the required services satisfactorily.
3. Professional services provided to the City of Rock Springs require that the consultant employee overseeing the work and the consulting firm be licensed, if required by the applicable State Board.
4. The consultant shall be established in the area of expertise for which the firm is being considered, with recent work experience in a responsible role.

During this process, an unqualified consultant firm may be dismissed from further consideration.

After the consultant selection, the City of Rock Springs shall follow procedures outlined in SECTION V – APPROVAL OF CONSULTANT prior to proceeding with the process of negotiating the agreement with the selected consultant.

The final scope of work may be refined through negotiations with the selected consultant. The consultant shall submit a fee proposal including proposed billing rates, estimated units of work, and the total proposed fee. The City of Rock Springs will negotiate and prepare an agreement for execution.

Execution of the agreement will follow procedures outlined in SECTION X – EXECUTION OF THE AGREEMENT.

## **SECTION V. APPROVAL OF CONSULTANT**

After the selection committee or the City of Rock Springs authorized representative has completed the procurement process, the City of Rock Springs shall submit, in writing, the selected consultant's name to the WYDOT grant administrator for approval. The WYDOT grant administrator's approval authorizes the process of negotiating the agreement with the selected consultant.

The WYDOT grant administrator will initiate a pre-negotiation audit, if necessary (see SECTION VII – PRE-NEGOTIATION AUDIT EVALUATION).

The City of Rock Springs will maintain a correspondence file for each consultant services agreement documenting all aspects of the selection and approval process.

## **SECTION VI. AGREEMENT TYPE, BASIS FOR COMPENSATION, PAYMENT**

Contractual requirements and the method of payment to direct and compensate the consultant will be established by agreement. An agreement type and basis for compensation will be selected as the need for consultant services is developed, as presented in SECTION III – CONSULTANT NEED AND OTHER SUPPORTING INFORMATION.

**A. Agreement Types.** An agreement type will be selected by the City of Rock Springs.

1. **Project Specific.** This will be used with a defined scope of work and the related consultant services when these services are directed to one or more specific projects.
2. **Multi-Phase.** This can be used, similar to Project Specific, when the City of Rock Springs determines that a consultant's services should be divided into defined phases to gain better definition of the scope of work and related consultant services. Each phase would require a separate cost estimate.

**B. Basis for Compensation.** The method of payment to compensate the consultant will be specified in the agreement. It may establish a single method for all work or may be better administered with different methods for different elements of work.

1. **Cost Plus Fixed Fee.** Cost reimbursement includes actual costs payable for direct labor and indirect labor (overhead) as established in the agreement, plus direct reimbursable expenses. Cost reimbursement also includes a negotiated fixed fee, established in the agreement, and is calculated to cover the consultant's profit. Billing rates established in the agreement shall be used for all billings and a maximum amount payable will be established.

Cost plus percentage of cost and percentage of construction cost cannot be used as a basis for compensation.

2. **Lump Sum.** May only be used when the scope of work and the duration of work can be accurately established, and an estimate of cost, including fixed fee, can be calculated with reasonable accuracy at the time of negotiation with the selected consultant.
3. **Unit of Work.** May be used when a unit cost of work can be determined in advance with reasonable accuracy, but the extent of work is indefinite. Quantities and characteristics of each unit should be uniform, and a maximum amount payable will be established.
4. **Specific Rates for Compensation.** The specific rates for compensation will provide for reimbursement on the basis of direct labor hours at specified fixed hourly rates, including direct labor costs, indirect costs, and profit, plus any other direct expenses or costs. This method of payment will be used for those types of services and agreements that establish a maximum amount payable and provide the City of Rock Springs direct control of the number of consultant labor hours and resultant cost.

Specific Rates may also be used when a consultant's services are required to perform work that cannot be estimated for extent, duration, or cost.

Consistent with all consultant agreements, a City of Rock Springs representative will monitor the consultant's performance of services to include labor hours, and classification/pay rate of consultant employees used to perform agreement services.

- C. Consultant Payments and Retainage:** Periodic progress payments will be made for work satisfactorily completed based on invoice submittals to the City of Rock Springs.

All agreements shall include provisions that require the consultant to make prompt payment to subconsultants within 30 calendar days from receipt of payment from the City of Rock Springs (49 CFR 26.29). These provisions will advise the consultant to be prepared, if requested, to provide documentation that payment has been made for work satisfactorily completed by a subconsultant. These provisions will also notify the consultant that failure to make prompt payment may be addressed by the City of Rock Springs as presented in the written procedures in ATTACHMENT 2 – BREACH OF AGREEMENT.

The City of Rock Springs may withhold retainage from payments, including final payment, if specified in the agreement.

## **SECTION VII. PRE-NEGOTIATION AUDIT EVALUATION**

Pre-negotiation audits are generally performed on first-time consultants, consultants with outdated audits, or as required by WYDOT Internal Review Services. A risk assessment will be performed by WYDOT Internal Review Services to determine if an audit is required and, if so, the type of audit required. An audit report or comparable correspondence will be provided by WYDOT

Internal Review Services to the City of Rock Springs for use in negotiating the consultant agreement.

### **SECTION VIII. NEGOTIATING THE FINAL AGREEMENT AND COST PROPOSAL**

Approval of the selected consultant in accordance with SECTION V – APPROVAL OF CONSULTANT authorizes the process of negotiating the agreement and cost proposal with the selected consultant.

The City of Rock Springs will work with the consultant to finalize the scope of work, if needed, and initiate negotiations with the consultant for a final cost proposal. A draft agreement, including the scope of work, is provided to the consultant with instructions for preparing the cost proposal. The consultant is advised at the beginning of negotiations that selection is subject to arriving at a satisfactory agreement for terms and fees, and that the City of Rock Springs assumes no obligation to the consultant until the agreement is executed.

The consultant's use of subconsultants is allowed only with written approval from the City of Rock Springs of the proposed subconsultants. The consultant shall describe the work to be done by the subconsultant in the fee proposal, assure incorporation of required agreement provisions into the subconsultant agreement (SECTION IX – AGREEMENT PROVISIONS) and include a cost for the subconsultant's proposed work. The City of Rock Springs may request a detailed proposal for subconsultant work to include proposed labor rates and direct costs. The cost proposal and included rates will be evaluated for reasonableness. If the subconsultant has a WYDOT-approved audit or approved billing rates, those rates shall be used.

A consultant's fee proposal will be compared to the cost estimate done by the City of Rock Springs, including careful attention to proposal details. The consultant's fixed fee (profit) will be negotiated separate from other negotiations.

The consultant's or subconsultant's proposed indirect cost rate shall be certified by each firm's chief executive or financial officer as being allowable in accordance with federal cost principles. Each firm's certification shall read as required by WYDOT Internal Review Services.

A consultant's schedule for completing the work, if different from the schedule proposed by the City of Rock Springs, will be reviewed to assure that the established duration of the agreement permits completing the work in a time frame acceptable to the City of Rock Springs. When the consultant's fee proposal and the duration of the agreement are acceptable, the agreement is finalized and executed.

If the consultant's proposed fee or schedule varies substantially from the estimate or schedule of the City of Rock Springs, the items of variance are identified and discussed to resolution. After agreeing on the agreement terms and fees, the consultant submits a final cost proposal.

The City of Rock Springs will maintain documentation of the negotiation process.

If the selected consultant and the [LPA Name] cannot reach a satisfactory agreement, the [LPA Name] will cease negotiations and notify the consultant and the WYDOT grant administrator. The City of Rock Springs will then initiate negotiations with the next highest ranked consultant or, at its option, initiate a new procurement process.

## **SECTION IX. AGREEMENT PROVISIONS**

The City of Rock Springs will determine the consultant agreement type, the basis for compensation, terms of the agreement, and the required provisions, clauses, assurances, and/or certifications to ensure compliance with state and federal laws, regulations and requirements.

Each agreement will:

1. Name the authorized representative of the City of Rock Springs.
2. Outline the representative's administrative responsibilities.
3. Identify the project location.
4. Present the scope of work and consultant deliverables.
5. Provide for applicable plans and specifications.
6. Authorize commencement of work.
7. Specify fees and payments based on consultant's progress reports.
8. Specify completion of work by number of calendar days or the calendar date by which all required services shall be completed.

Each agreement will outline data, services, and obligations of the City of Rock Springs as related to the consultant's performance of required services.

Federal General Provisions will be physically incorporated or incorporated by reference into consultant agreements funded with federal funds. These Provisions will apply to the consultant and all subconsultants engaged by the consultant. ATTACHMENT 1 – FEDERAL GENERAL PROVISIONS presents applicable Federal General Provisions and administrative procedures.

ATTACHMENT 2 – BREACH OF AGREEMENT presents written procedures to administer breach of the agreement.

The [City of Rock Springs reserves the right to terminate any agreement, as described in the agreement. In this event, compensation is made to the consultant based upon the progress of the work performed prior to termination. Work performed shall be defined as the deliverables specified in the agreement and accepted by the City of Rock Springs, and not the labor hours billed. The City of Rock Springs will notify the consultant, in writing, of agreement termination.

## **SECTION X. EXECUTION OF THE AGREEMENT**

The City of Rock Springs will prepare the final agreement for execution by all parties.

Agreements will conform to the state contract requirements as published by the Wyoming Attorney General's office, or as directed by the senior assistant attorney general assigned to WYDOT.

All agreements shall be forwarded to the WYDOT grant administrator for approval before execution.

Agreements subsidized with federal funds will be made available to the appropriate federal agency upon request. The Federal Highway Administration (FHWA) and the Federal Aviation Administration (FAA) have currently delegated their approval authority to WYDOT.

Agreements shall be executed by the consultant and the City of Rock Springs.

## **SECTION XI. AUTHORIZATION TO PROCEED**

Once the consultant agreement is finalized and executed, the City of Rock Springs will notify the consultant using a written "Authorization to Proceed" to commence work.

Consultant services cannot proceed before the "Authorization to Proceed" is issued.

## **SECTION XII. AGREEMENT MODIFICATIONS**

The City of Rock Springs or the consultant may, during performance of the agreement, propose agreement modifications within the type of services under which the original agreement was procured. Changes in the scope, complexity or quantity of the work, or if changes causing an increase or decrease in agreement fees or time for performance are required, an equitable adjustment in fees and/or contract time will be negotiated with the consultant. Any additional services outside of the original agreement type of work will be procured under a new procurement process.

If changes are required in the agreement, a written request shall be made by the consultant to the City of Rock Springs and negotiated between the consultant and the City of Rock Springs. The agreement will then be amended using documentation issued by the City of Rock Springs. Agreement modifications must define and document the changes made to the agreement, establish any adjustment in agreement fees and payment, establish any adjustment in completion date, and be in compliance with terms and conditions of the original agreement. An adjustment in agreement fees and payments will be negotiated, as outlined in SECTION VIII – NEGOTIATING THE FINAL AGREEMENT AND COST PROPOSAL, including the fixed fee, if warranted.

If the consultant is unable to complete the work within the number of calendar days or the calendar date required by the agreement, the City of Rock Springs may authorize a schedule modification after receiving the consultant's written request showing sufficient justification for an extension in

time to complete agreement required services. In some cases, the City of Rock Springs may initiate the schedule modification, especially when the City of Rock Springs has delayed progress. If the schedule modification is significant, the agreement will then be amended to specify an additional number of days or revised calendar date, and the City of Rock Springs will document the approval action with a formal change order. Minor changes in schedule, without adjustment in agreement cost, can be accepted by the City of Rock Springs with informal documentation.

All agreement modifications shall be forwarded to the WYDOT grant administrator for approval before execution.

Consultant work shall not begin on any change in services until the agreement modification describing those services and fee has been executed. Services performed without prior request and authorization are deemed to be covered in the compensation and time provided in the original agreement and previously executed change orders.

For those agreements processed consistent with SECTION IV(A) – Small Agreement – Estimated Cost at or less than the SAT, in no case will subsequent change orders be permitted to cause the total fee to exceed the SAT if federal funds are involved. Exceeding the SAT limitation may jeopardize federal participation in the change order or the entire agreement amount. If federal funds are not involved, the City of Rock Springs should contact the WYDOT grant administrator, and they will review the circumstances and make a determination regarding escalation of the agreement above the SAT.

### **SECTION XIII. AGREEMENT ADMINISTRATION**

The agreement for consultant services will identify the representative for the City of Rock Springs as the primary contact through which the consultant will coordinate all phases of agreement work, terms and conditions. The City of Rock Springs representative will:

1. Monitor the consultant's work and acceptability of work, in compliance with the agreement.
2. Monitor the consultant's work progress – work performed versus agreement completion date – in compliance with the agreement.
3. Ensure the consultant's labor hours and fees are in accordance with the agreement and the percent of the contract total being invoiced is commensurate with the progress of the work.
4. Address consultant correspondence and resolve administrative issues.
5. Monitor the consultant and subconsultant(s) for compliance with ATTACHMENT 1 – FEDERAL GENERAL PROVISIONS, if required by the Agreement.
6. Administer breach of agreement, when required, consistent with procedures presented in ATTACHMENT 2 – BREACH OF AGREEMENT. Consult with the WYDOT grant administrator before initiating procedures leading to breach of agreement.

7. Close-out agreement when all work deliverables have been accepted and all consultant billings have been accepted.

The City of Rock Springs will maintain a correspondence file for each consultant services agreement, documenting all aspects of the selection, negotiation, and administration processes. The City of Rock Springs will retain such records for at least three (3) years following agreement completion or termination.

#### **SECTION XIV. FINAL PERFORMANCE EVALUATION**

When the consultant services specified in the agreement are completed and accepted, the City of Rock Springs will evaluate the consultant's performance. This evaluation should consider such factors as the consultant's performance on specific elements of work, promptness in meeting schedules and deadlines, cooperation with the City of Rock Springs, and overall performance in delivery of the agreement terms and conditions. Documentation will be prepared and provided to the consultant, and request consultant comments on the evaluation. Subsequently, a copy of the final evaluation documentation will be provided to the WYDOT grant administrator.

#### **SECTION XV. ADMINISTRATION, COST PRINCIPLES, AUDIT REQUIREMENTS**

The administrative policies and procedures of the City of Rock Springs for the consultant selection process are presented throughout this document. The City of Rock Springs is responsible for the oversight and administration of these policies and procedures. The WYDOT Internal Review Services program is responsible for the audit requirements.

References:

- 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- 23 CFR 172, Procurement, Management, and Administration of Engineering and Design Related Services.
- 23 USC 112(b)(2), Contracting for Engineering and Design Services.
- 40 USC 11, Sections 1101-1104, Selection of Architects and Engineers.
- 48 CFR 2.101, Federal Acquisition Regulations System, Definitions of Words and Terms, Definitions.

## ATTACHMENT 1

### FEDERAL GENERAL PROVISIONS

The below General Provisions shall also apply to all subconsultants engaged by the Consultant.

#### SECTION A. ASSUMPTION OF RISK

The Consultant shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to its failure to comply with state or federal requirements. The City of Rock Springs will notify the Consultant of any state or federal determination of noncompliance.

#### SECTION B. AUDITING AND ACCOUNTING

The Consultant shall make available to the City of Rock Springs their accounting records for progress and post-performance audits when deemed necessary by the City of Rock Springs.

#### SECTION C. BREACH OF AGREEMENT

The Consultant agrees to provide all professional services as required by the terms, conditions, provisions, and obligations of this Agreement. Failure by the Consultant to perform as required by the terms, conditions, provisions, or obligations of this Agreement shall constitute a breach of agreement. The City of Rock Springs will consider a Consultant's failure to perform as a material breach of agreement when it can be determined that the terms, conditions, provisions, or obligations of the Agreement cannot be completed and the City of Rock Springs will incur additional cost, lost opportunity, or additional time to obtain the same or equal Agreement deliverables. A material breach may result in remedies as the City of Rock Springs deems appropriate, which may include, but are not limited to:

1. Termination as provided in SECTION T – TERMINATION OF AGREEMENT;
2. Withholding monthly progress payments;
3. Assessing damages/sanctions;
4. Disqualifying the Consultant from future solicitations; and/or
5. Legal remedy.

#### SECTION D. CERTIFICATION FOR LIMITATIONS ON LOBBYING ACTIVITIES

This provision is applicable to all Agreements exceeding One Hundred Thousand dollars (\$100,000). By signing this Agreement, the Consultant certifies and agrees that, to the best of their knowledge:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of

- any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Failure by the Consultant to carry out these requirements may be a material breach of this Agreement, which may result in remedies as provided in SECTION C – BREACH OF AGREEMENT.

#### SECTION E. COMPLIANCE WITH LAWS

The Consultant shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement.

#### SECTION F. CONFLICTS OF INTEREST

The Consultant shall not engage in providing consultation or representation of clients, agencies, or firms which may constitute a conflict of interest which results in a disadvantage to the City of Rock Springs, or a disclosure which would adversely affect the interests of the City of Rock Springs. This does not prohibit or affect the Consultant's ability to engage in consultations, evaluations or representation under agreement with other agencies, firms, facilities, or attorneys so long as no conflict exists.

A conflict of interest may be considered a material breach of this Agreement. A material breach under this section may result in remedies as provided in SECTION C – BREACH OF AGREEMENT. In the event the Agreement is terminated under this provision, the Consultant shall take steps to insure that the file, evidence, evaluation and data are provided to the City of Rock Springs or its designee.

The Consultant shall disclose, in writing, any potential or actual conflict of interest to the City of Rock Springs, including financial or other personal interests.

#### SECTION G. DETERMINATION OF ALLOWABLE COSTS

The Consultant shall assure, prior to submittal of periodic progress payments, that all costs are in accordance with federal cost principals as provided in 48 CFR 31. Failure by the Consultant to carry out these requirements may be a material breach of this Agreement, which may result in remedies as provided in SECTION C – BREACH OF AGREEMENT.

#### SECTION H. DISADVANTAGED BUSINESS ENTERPRISE ASSURANCE

The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR 26 in all subconsultant contract documents.

Failure by the Consultant to carry out these requirements may be a material breach of this Agreement, which may result in remedies as provided in SECTION C – BREACH OF AGREEMENT.

#### SECTION I. ENVIRONMENTAL POLICY ACTS

The Consultant agrees all activities under this Agreement shall comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.

#### SECTION J. ERRORS AND OMISSIONS

The Consultant shall be responsible for assuring that professional services provided under this Agreement are accurate and without mistakes or omissions. The Consultant shall endeavor to perform services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances (Standard/Duty of Care). The City of Rock Springs will notify the Consultant at the earliest possible time of the professional services which require corrective action and the Consultant, by mutual agreement with the City of Rock Springs and without additional compensation, shall correct those services. Failure by the Consultant to carry out these requirements may be a material breach of this Agreement, which may result in remedies as provided in SECTION C – BREACH OF AGREEMENT.

#### SECTION K. HUMAN TRAFFICKING

As required by 22 USC 7104(g), 2 CFR 175, and 48 CFR 52.222-50 (Amended March 2015), severe forms of human trafficking, procurement of commercial sex acts, and the use of forced labor are prohibited. The March 2015 amendments expand the original requirements and introduce a list of specific types of conduct that are prohibited. The amendments modify mandatory disclosure obligations and specify the minimum level of cooperation required of consultants responding to a trafficking investigation. Failure by the Consultant to carry out these requirements may be a material breach of this Agreement, which may result in remedies as provided in SECTION C – BREACH OF AGREEMENT.

#### SECTION L. KICKBACKS

The Consultant 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 the Consultant breaches or violates this

warranty, the City of Rock Springs may, at its discretion, terminate this Agreement without liability to the City of Rock Springs, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

#### SECTION M. MANDATORY DISCLOSURES

The Consultant shall disclose, in a timely manner, in writing, to the City of Rock Springs all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this award. Failure to make required disclosures can result in remedies for non-compliance including suspension or debarment.

#### SECTION N. MONITORING ACTIVITIES

The City of Rock Springs shall have the right to monitor all activities related to this Agreement that are performed by the Consultant or its subconsultants. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and to observe personnel in every phase of performance of the related work.

#### SECTION O. OWNERSHIP OF DOCUMENTS/WORK PRODUCT

All documents, reports, records, field notes, materials and data of any kind resulting from performance of this Agreement are at all times the property of the City of Rock Springs. Said documents and/or work products shall be delivered to the City of Rock Springs upon suspension, termination or completion of the services by the Consultant.

#### SECTION P. PATENT OR COPYRIGHT PROTECTION, AND RIGHTS IN DATA

The Consultant recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Consultant or its subconsultants shall violate any such restriction. The Consultant shall defend and indemnify the City of Rock Springs for any violation or alleged violation of such patent, trademark, copyright, license, or other restrictions.

Copyrighting or other exclusions placed on any documents or materials developed by the Consultant, its sublets, agents or assigns under this Agreement are prohibited.

Data produced, furnished, acquired, or used in meeting the terms and conditions of this Agreement are available to the City of Rock Springs, WYDOT and/or the federal funding agency with unlimited rights. Data means all recorded information, regardless of form, to include both technical – scientific or technical nature - and computer software information. It does not include information related to administration of the Agreement such as financial, cost or pricing, or management information. Unlimited rights means that the City of Rock Springs, State or federal agency has the right to use, disclose, reproduce, and distribute the data in any manner and for any purpose, and to permit others to also have unlimited rights. Meanings and uses described in this

General Provision are superseded and/or supplemented by 48 CFR 52.227-14.

#### SECTION Q. PROFESSIONAL REGISTRATION

The Consultant shall endorse, if required by law, plans and reports prepared under this Agreement, and shall affix thereto his or her seal of professional registration, showing that he or she is licensed to practice in the State of Wyoming.

#### SECTION R. PUBLICITY

Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Consultant and related to the services and work to be performed under this Agreement, shall identify the City of Rock Springs, WYDOT and the federal funding agency as the sponsoring agencies and shall not be released without prior written approval of the City of Rock Springs.

#### SECTION S. SUSPENSION AND DEBARMENT

By signing this Agreement, the Consultant certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction nor from federal financial or non-financial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with the Office of Management and Budget guidelines at 2 CFR 180 and supplemented by 2 CFR 1200, or are on the debarred vendors list at [www.sam.gov/portal/public/SAM/](http://www.sam.gov/portal/public/SAM/). Further, the Consultant agrees to notify the City of Rock Springs by certified mail should it or any of its agents become debarred, suspended, or voluntarily excluded during the term of this Agreement. Failure by the Consultant to carry out these requirements may be a material breach of this Agreement, which may result in remedies as provided in SECTION C – BREACH OF AGREEMENT.

#### SECTION T. TERMINATION OF AGREEMENT

The City of Rock Springs may at any time, by written notice, terminate all or part of the Agreement when the City of Rock Springs determines that the Consultant has failed to perform as required by the terms, conditions, provisions, or obligations of the Agreement – Termination for Cause or Breach – or the City of Rock Springs determines that termination is in the public's best interest – Termination on Public's Behalf/Convenience. In this event, compensation will be made to the Consultant based upon the progress of the work performed prior to termination. Work performed shall be defined as the deliverables specified in the Agreement and accepted by the City of Rock Springs, and not the labor hours billed. The City of Rock Springs will notify the Consultant, in writing, of Agreement termination.

#### SECTION U. TITLE VI ASSURANCES FOR NON-DISCRIMINATION

The Consultant agrees to comply with the requirements of the nondiscrimination clauses as

described in the U.S. Department of Transportation (DOT) Order 1050.2.

*(In addition to the Federal General Provisions listed above, additional provisions available from WYDOT shall be used in all consultant contracts which utilize Federal Transit Administration funding.)*

## **ATTACHMENT 2**

### **BREACH OF AGREEMENT (Administrative Written Procedures)**

Consultant agreements will incorporate Federal General Provisions regarding breach of agreement consistent with 23 CFR 172 and 2 CFR 200. These Regulations require written procedures to address contractual, legal, and administrative remedies including sanctions and penalties where consultants breach agreement terms, conditions, provisions, or obligations. For purposes of these written procedures, the Agreement terms, conditions, provisions, or obligations will be referred to as Agreement Services.

Numerous Federal General Provisions will be administered using these written procedures. For purposes of administering consultant agreements, breach of agreement may result when analyzing a consultant's professional services under any of the following Federal General Provisions:

#### ATTACHMENT 1, FEDERAL GENERAL PROVISIONS

- SECTION C. BREACH OF AGREEMENT
- SECTION D. CERTIFICATION FOR LIMITATIONS ON LOBBYING ACTIVITIES
- SECTION F. CONFLICTS OF INTEREST
- SECTION G. DETERMINATION OF ALLOWABLE COSTS
- SECTION H. DISADVANTAGED BUSINESS ENTERPRISE ASSURANCE
- SECTION J. ERRORS AND OMISSIONS
- SECTION K. HUMAN TRAFFICKING
- SECTION S. SUSPENSION AND DEBARMENT

The consultant's responsibility to make prompt payment to subconsultants will be administered through these written procedures, as required by SECTION VI(C) – Consultant Payments and Retainage and the consultant agreement.

#### Contractual Remedy

Contractual remedy is provided when the above provisions are physically incorporated, or incorporated by reference, into an executed Agreement. Additionally, contractual remedy requires the physical incorporation of ATTACHMENT 1, FEDERAL GENERAL PROVISIONS, SECTION T – TERMINATION OF AGREEMENT.

## Legal Remedy

Legal remedy is provided by the physical incorporation of ATTACHMENT 1, FEDERAL GENERAL PROVISIONS, SECTION E – COMPLIANCE WITH LAWS and enforcement of the Agreement as governed by the laws of the State of Wyoming.

## Administrative Procedures, Sanctions, and Penalties

City of Rock Springs concerns with consultant performance and/or adherence to Agreement Services will most often be resolved through the coordination and resolution efforts as outline in SECTION XIII – AGREEMENT ADMINISTRATION of this document. The authorized representative/ primary contact of the City of Rock Springs should document all administrative issues and subsequent resolutions, from start to completion of the Agreement.

There may be an occurrence when a cooperative and acceptable resolution cannot be reached between the City of Rock Springs and the Consultant. At those occurrences, the City of Rock Springs will typically make the determination that the Consultant has failed to perform Agreement-required acceptable work, has failed to progress in the performance of Agreement Services, or has not and will not comply with General Provisions. When that determination concludes that the Agreement Services cannot be completed and the City of Rock Springs will incur additional cost, lost opportunity, or additional time to obtain the same or equal Agreement deliverables, the threshold for a material breach of agreement has been reached and will invoke ATTACHMENT 1, FEDERAL GENERAL PROVISIONS, SECTION C – BREACH OF AGREEMENT and the resultant remedies, including ATTACHMENT 1, FEDERAL GENERAL PROVISIONS, SECTION T – TERMINATION OF AGREEMENT.

A City of Rock Springs determination that the Consultant has failed to perform Agreement-required acceptable work, has failed to progress in the performance of Agreement Services, or has not and will not comply with General Provisions will need to be supported by the City of Rock Springs documentation of monitoring activities as allowed by ATTACHMENT 1, FEDERAL GENERAL PROVISIONS, SECTION N – MONITORING ACTIVITIES. Issues concerning the Consultant's billing of allowable costs should be evaluated in accordance with ATTACHMENT 1, FEDERAL GENERAL PROVISIONS, SECTION B – AUDITING AND ACCOUNTING.

The threshold for a material breach of agreement requires that the Consultant has failed to perform Agreement Services and that the City of Rock Springs has or will incur additional cost, lost opportunity, or additional time to obtain the same or equal Agreement deliverables. Both represent a high threshold to assure an acceptable outcome and, as a result, the City of Rock Springs representative through monitoring activities must identify and document unresolved issues early in the Agreement, before either the Consultant or the City of Rock Springs has incurred substantial cost or time. All unresolved issues should be promptly addressed, either reaching resolution, arriving at reasonable penalties/sanctions, or concluding breach of agreement with the resultant remedies, including ATTACHMENT 1, FEDERAL GENERAL PROVISIONS, SECTION T – TERMINATION OF AGREEMENT.

Penalties and/or sanctions typically available to the City of Rock Springs would be structured as 1) compensatory damages, 2) specific performance, or 3) termination.

Damages, based on additional cost or time incurred by the City of Rock Springs, could be quantified and pursued. Damages, based on lost opportunity incurred by the City of Rock Springs, may be more difficult to quantify. Lost opportunity could include City of Rock Springs delays in the delivery of supplemental work or successor agreements for work, or delay in the year of project construction and the related increased construction costs. Other lost opportunities may be identified and quantified.

Specific performance would require the Consultant to pursue Agreement Services, with adjustment to allowable costs. Specific performance would be used as a remedy, either prior to or for breach of agreement, if the work required by the Agreement required special expertise, is an emergency, or is only available from a single or restricted number of firms. In those cases, damages would not suffice to place the City of Rock Springs in as good a position as it would have been had the breach not occurred.

Termination of the Agreement is presented in ATTACHMENT 1, FEDERAL GENERAL PROVISIONS, SECTION T – TERMINATION OF AGREEMENT. The City of Rock Springs may terminate the Agreement, and either pursue restitution or not pursue restitution. Restitution, as a remedy, means that the City of Rock Springs is put back in the position it was in prior to the breach; without restitution, the Agreement is terminated with both the Consultant and the City of Rock Springs no longer under any Agreement obligation.

---

Signature

---

Date

## IDENTIFICATION OF TITLE VI / EEO COORDINATOR

<b>Funding Recipient/Contractor Name:</b>	City of Rock Springs
<b>WYDOT Project #:</b>	
<b>Project Location:</b>	James Drive/2nd Street
<b>Phone #:</b>	307-352-1540

### TITLE VI/EEO IDENTIFICATION REQUIREMENTS

Has the Title VI/EEO Coordinator attended the Local Public Agency training from the Wyoming Department of Transportation? <i>(Project Sponsor Only – Contractors need not respond)</i>	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
Has the Coordinator changed since the last submitted Identification form?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
Is the Coordinator clearly identified within the organization as the individual who will process and/or notify required staff of Title VI/EEO identified issues?	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>

### TITLE VI/EEO COORDINATOR IDENTIFICATION

As required in the Equal Employment Opportunity Special Provisions included in federally funded highway construction contracts/agreements, this form acts as official identification of the Title VI/EEO Coordinator (and/or update) to the Wyoming Department of Transportation and the U.S. Federal Highway Administration (FHWA).

The aforementioned Funding Recipient/Contractor understands that additional information regarding the Coordinator, the Title VI/EEO policy and other aspects of the construction contract compliance program may be requested and/or reviewed at the request of the funding agency.

<b>Title VI/EEO Coordinator:</b>  Paul D. Kauchich	<b>Signature:</b>	<b>Date:</b>  6/21/2018
<b>Title VI/EEO Coordinator Work Title:</b>  Director of Engineering & Operations	<b>Email Address:</b>  paul_kauchich@rswy.net	<b>Phone #:</b>  307-352-1540

### APPOINTING OFFICIAL'S ACKNOWLEDGEMENT

<b>Appointing Official's Name:</b>  Carl Demshar	<b>Signature:</b>
<b>Appointing Official's Work Title:</b>  City of Rock Springs Mayor	<b>Date:</b>  6/21/2018

For questions regarding this form, contact WYDOT's Office of Civil Rights Program Manager, Lisa Fresquez at 307.777.4457 or [lisa.fresquez@wyo.gov](mailto:lisa.fresquez@wyo.gov).

# The United States Department of Transportation

## Standard Title VI Assurances/Non-Discrimination Provisions

### DOT Order No. 1050.2A

City of Rock Springs (herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the United States Department of Transportation (DOT), through the Federal Highway Administration (FHWA), is subject to and will comply with the following:

#### Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Nondiscrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

*Modal Operating Administration may include additional Statutory/Regulatory Authorities here.*

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

#### General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

*"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from DOT, including the FHWA."*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973) by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally-assisted.

*Modal Operating Administration may include additional General Assurances in this section, or reference an addendum here.*

#### Specific Assurances

More specifically, and without limiting the above general Assurances, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FHWA Program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations;
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Federal Highway Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

*" **City of Rock Springs** \_\_\_\_\_, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."*;

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations;
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient;
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith;
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property;
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
  - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
  - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
  - b. the period during which the Recipient retains ownership or possession of the property.

9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
  
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

*Modal Operating Administration may include additional Specific Assurances in this section.*

By signing this ASSURANCE, City of Rock Springs also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the FHWA. You must keep records, reports, and submit the material for review upon request to FHWA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

City of Rock Springs gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the Department of Transportation under the FHWA Program. This ASSURANCE is binding on [insert State], other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FHWA Program. The person (s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

City of Rock Springs

By: \_\_\_\_\_  
*(Signature of Authorized Official)*

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

## APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, **Federal Highway Administration (FHWA)**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the **FHWA** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the **FHWA**, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the **FHWA** may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the **FHWA** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

### APPENDIX B

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

**NOW, THEREFORE**, the Department of Transportation as authorized by law and upon the condition that City of Rock Springs will accept title to the lands and maintain the project constructed thereon in accordance with Moving Ahead for Progress in the 21<sup>st</sup> Century (MAP-21), the Regulations for the Administration of Federal Highway Administration (FHWA) Program, and the policies and procedures prescribed by the FHWA of the Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto City of Rock Springs all the right, title and interest of the Department of Transportation in and to said lands described in Exhibit "A" (if applicable) attached hereto and made a part hereof.

### (HABENDUM CLAUSE)

**TO HAVE AND TO HOLD** said lands and interests therein unto City of Rock Springs and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on City of Rock Springs, its successors and assigns.

City of Rock Springs, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that City of Rock Springs will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will there on revert to and vest in

and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI.)

**CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER  
THE ACTIVITY, FACILITY OR PROGRAM**

**APPENDIX C**

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by City of Rock Springs pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, City of Rock Springs will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the City of Rock Springs will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the City of Rock Springs and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to effectuate the purpose of Title VI.)

1

**CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED  
UNDER THE ACTIVITY, FACILITY OR PROGRAM**

**APPENDIX D**

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by \_\_\_\_\_ City of Rock Springs \_\_\_\_\_ pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, the \_\_\_\_\_ City of Rock Springs \_\_\_\_\_ will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the \_\_\_\_\_ City of Rock Springs \_\_\_\_\_ will there upon revert to and vest in and become the absolute property of \_\_\_\_\_ City of Rock Springs \_\_\_\_\_ and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to effectuate the purpose of Title VI.)

## APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

Username  Password  [Log In](#)

[Forgot Username?](#) [Forgot Password?](#) [Create an Account](#)

ALERT - June 11, 2018: Entities registering in SAM must submit a notarized letter appointing their authorized Entity Administrator. Read our updated FAQs to learn more about changes to the notarized letter review process and other system improvements coming in June.

# Entity Dashboard

- Entity Overview
- Entity Registration
  - Core Data
  - Assertions
  - Reps & Certs
  - POCs
- Exclusions
  - Active Exclusions
  - Inactive Exclusions
  - Excluded Family Members

[RETURN TO SEARCH](#)

## ROCK SPRINGS, CITY OF

DUNS: 044652899 CAGE Code: 52SL1  
Status: Active

212 D ST  
ROCK SPRINGS, WY, 82901-6235 ,  
UNITED STATES

Expiration Date: 04/12/2019

Purpose of Registration: Federal Assistance Awards Only

### Entity Overview

#### Entity Registration Summary

**Name:** ROCK SPRINGS, CITY OF  
**Business Type:** US Local Government  
**Last Updated By:** Matthew McBurnett  
**Registration Status:** Active  
**Activation Date:** 04/12/2018  
**Expiration Date:** 04/12/2019

#### Exclusion Summary

Active Exclusion Records? No



I8M v1.P.13.20180427-1347

WWW7

- Search Records
- Data Access
- Disclaimers
- Check Status
- About
- Privacy Policy
- Help
- FAPIS.gov
- GSA.gov/IAE
- GSA.gov
- USA.gov

This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

**TAP: Project Estimating Worksheet (Infrastructure)**

Project Name: \_\_\_\_\_

**Instructions:**

- \* Only input information in grey shaded areas below only.
- \* Enter 0 in the percentages column if not seeking federal participation.
- \* Only work performed after the execution of the State and Local agreement is eligible for federal reimbursement.
- \* All requests will be rounded up to the nearest hundred dollars

<b>Proposed Funding Match Rates</b>	<b>Local</b>	<b>Federal</b>
	20.00%	80.00%

<b>Infrastructure Project</b>			<b>Local Portion</b>		<b>Federal Portion</b>	
Description (Include amounts for federal-aid items only)	Percentages	Project Totals	Proposed Local Match Percentage	Local Cash Match	Proposed Federal Percentage	Federal Amount Requested
Preliminary Construction Estimate or Estimated Total Cost of Planning		\$311,220.00	20.00%	\$62,244.00	80.00%	\$248,976.00
Construction Contingency 5% to 10% of PCE <i>(Quantity overruns, etc.)</i>	10.00%	\$31,122.00		\$6,224.40		\$24,897.60
Construction Engineering (Consultant) 0% or 10% of PCE <i>(Consultants shall be selected through established procedures)</i>	10.00%	\$31,122.00		\$6,224.40		\$24,897.60
Preliminary Engineering (Consultant) 0% to 15% of PCE <i>(Consultants shall be selected through established procedures)</i>	10.00%	\$31,122.00		\$6,224.40		\$24,897.60
<b>Total Estimate (Infrastructure):</b>		<b>\$404,586.00</b>		<b>\$80,917.20</b>		<b>\$323,668.80</b>

<b>Total Project Estimate</b>	<b>Total Local Match</b>	<b>Total Federal Match</b>
\$404,586.00	\$80,917.20	\$323,668.80

RESOLUTION NO. 2018-110

A RESOLUTION ACCEPTING AND APPROVING AN ADDENDUM TO THE COLLECTIVE BARGAINING AGREEMENT WITH THE INTERNATIONAL UNION OF UNITED MINE WORKERS OF AMERICA (UMWA), 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 EXECUTE SAID ADDENDUM ON BEHALF OF SAID CITY.

WHEREAS, on or about July 6, 2017, the City of Rock Springs and the United Mine Workers of America entered into a Collective Labor Agreement which set forth the wages and working conditions of employment of the bargaining unit comprised of regular full-time nonexempt personnel of the City of Rock Springs; and,

WHEREAS, said Collective Labor Agreement was approved by the Governing Body of the City of Rock Springs in Resolution 2017-67; and,

WHEREAS, Article II(e) of said Collective Labor Agreement defines the term of said agreement to be for a period of three (3) years from the 1<sup>st</sup> day of July, 2017 through the 30<sup>th</sup> day of June, 2020, except that provisions relating to wages and insurance (subject to Rock Springs Ordinance 93-23) shall be reviewed annually; and,

WHEREAS, the International Union of the United Mine Workers of America and the Governing body of the City of Rock Springs met to negotiate wages and have reached an agreement regarding said; and,

WHEREAS, the International Union of United Mine Workers of America has tendered to the City of Rock Springs an Addendum to the Collective Bargaining Agreement that amends Article XXV - WAGES; and,

WHEREAS, the Governing Body of the City of Rock Springs has before it the proposed Addendum to the Collective Bargaining Agreement, and has given it careful review and consideration; and,

WHEREAS, it is considered in the best interest of said City to enter into said Addendum to the Collective Bargaining Agreement with the International Union of the United Mine Workers of America.

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

Section 1. That the Addendum to the Collective Bargaining Agreement with the International Union of United Mine Workers of America (UMWA), attached hereto and by this reference made a part hereof, be and they are hereby accepted and approved by the Governing Body of said City.

Section 2. That the Mayor of the City of Rock Springs, be, and he is hereby authorized, empowered and directed to execute said Addendum on behalf of said City; and that the City

AMB  
6/29/17

Clerk of said City, be, and he is hereby, authorized and directed to attest said Addendum and to attach to each duplicate original of said Addendum a certified copy of this Resolution.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
President of the Council

Attest:

\_\_\_\_\_  
Mayor

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

**ADDENDUM TO THE COLLECTIVE BARGAINING AGREEMENT  
WITH THE INTERNATIONAL UNION OF THE  
UNITED MINE WORKERS OF AMERICA**

THIS Addendum to the Collective Bargaining Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Rock Springs, a municipal corporation of the State of Wyoming, and the International Union of the United Mine Workers of America.

**RECITALS**

WHEREAS, the City of Rock Springs and the International Union of the United Mine Workers of America (UMWA) have entered into a Collective Bargaining Agreement passed and approved on the 5<sup>th</sup> day of July, 2017; and

Whereas, Article II, Section (e) of the above Agreement provides as follows:

This agreement shall be in effect for the period of three (3) years from the 1<sup>st</sup> day of July, 2017 through the 30<sup>th</sup> day of June 2020. EXCEPT that provisions relating to wages and insurance (subject to Rock Springs Ordinance 93-23) shall be reviewed annually and other economic benefits may be reviewed upon the agreement of both parties.

WHEREAS, the parties have agreed to review provisions of the Agreement relating to wages; and

WHEREAS, the parties wish to amend and supplement said Agreement by changing the language contained in **ARTICLE XXV - WAGES**.

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, as well as those contained in the original agreement referred to hereinabove, the parties agree as follows:

This addendum shall become effective July 1, 2018 and shall remain in effect until June 30, 2019.

This addendum amends the agreement of July 5<sup>th</sup>, 2017 as follows:

**ARTICLE XXV -- WAGES**

The City will give each employee a cost of living increase of **1%**. In addition, each employee will be given a **1.5%** movement or increase in the appropriate pay range for a total of **2.5%**. It is understood that employees who are at or near the maximum pay in their range may receive less than **1.5%** and therefore may receive less than **2.5%** total. However, all employees will receive a cost of living increase of **1%**.

IN WITNESS WHEREOF, this agreement has been executed in day and year first above written.

CITY OF ROCK SPRINGS,

By: \_\_\_\_\_  
Mayor

Attest:

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

UNITED MINE WORKERS OF AMERICA

By: \_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Local Secretary