



*City Council Meeting
Agenda Packet*

October 16, 2018

7 p.m.

City Council Meeting Agenda

October 16, 2018 7 p.m.



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

BID OPENINGS

- p. 15 1. Rock Springs Housing Authority Insurance Coverage
- p. 16 2. Department of Engineering & Operations, Water Division Vehicle

APPOINTMENTS

- p. 18 1. Joint Travel & Tourism Board—Devon Brubaker, 1st Term
- 2. Library Advisory Board—Mark Chollak, 1st Term
- 3. Planning & Zoning Commission—Emily Lopez, to Fill Unexpired Term for Gabe Bustos

PRESENTATIONS AND PROCLAMATIONS

- 1. Presentation: Judy Owens, STAR Transit
- p. 20 2. Proclamation: Domestic Violence Awareness Month
- p. 21 3. Proclamation: Breast Cancer Awareness Month
- p. 22 4. Proclamation: Extra Mile Day

PETITIONS

OFFICER AND STAFF REPORTS

- p. 25 1. Financial Report Summary—September 2018
- p. 31 2. Health Insurance Fund Recap—September 2018
- p. 33 3. Rock Springs Renewal Fund Financial Statements—August 2018
- p. 35 4. Animal Control Fiscal Report—2017-2018

COUNCIL COMMITTEE AND BOARD REPORTS

- p. 40 1. Main Street Board Meeting Minutes from September 10, 2018
- p. 42 2. Historical Museum Board Meeting Minutes from September 13, 2018

BILLS AND CLAIMS

- p. 45 1. Bills and Claims for October 16, 2018
- p. 64 2. Salaries for October 5, 2018

NEW BUSINESS

- p. 66 1. Request from the Department of Engineering and Operations for permission to fill a vacant Water Reclamation Facility Superintendent position

RESOLUTIONS

- p. 68 1. 2018-158 A Resolution accepting and approving a contract with MII Life Insurance, Inc., to provide spending account administrative services for the City's Flexible Spending Accounts
- p. 86 2. 2018-159 A Resolution accepting and approving a grant award for the U.S. Department of Homeland Security Federal Emergency Management Agency, for the City of Rock Springs Police Department, in the amount of \$25,353

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| p. 102 | 3. | 2018-160 | A Resolution accepting and approving a grant award for the U.S. Department of Homeland Security Federal Emergency Management Agency, for the City of Rock Springs Regional Emergency Response Team #4, in the amount of \$120,188.03 |
| p. 117 | 4. | 2018-161 | A Resolution accepting and approving a grant award for the U.S. Department of Homeland Security Federal Emergency Management Agency, for the City of Rock Springs Regional Emergency Response Team #4, in the amount of \$10,000 |
| p. 132 | 5. | 2018-162 | A Resolution accepting grant funds from the U.S. Bureau of Justice Assistance Program for the FY 2018 Bulletproof Vest Partnership in the amount of \$10,756.95 |
| p. 133 | 6. | 2018-163 | A Resolution accepting and approving a lease agreement with the Food Bank of Sweetwater County |

ORDINANCES

- | | | | |
|--------|----|---------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| p. 141 | 1. | 2018-13 | <i>2nd Reading:</i> An Ordinance Amending the Official Zoning Map of the City of Rock Springs from Heavy Industrial (I-2) to Manufactured Home Residential (R-6) for a parcel of land totaling 0.356 acres, situate in the NE ¼ of Section 22 |
|--------|----|---------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

ADJOURNMENT



City Council Agenda

Minutes

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

City Council met in regular session on October 2, 2018. Mayor Carl Demshar called the meeting to order at 7 p.m. Members present included Councilors Jason Armstrong, Rose Mosbey, Billy Shalata, Glennise Wendorf, Tim Savage, Rob Zotti, David Halter, and Mayor Demshar. Councilor David Tate was absent from the meeting. Department Heads present included Matt Keslar (for Chief Dwane Pacheco), Richard Beckwith, Steve Horton, Jim Wamsley, Paul Kauchich, Matthew L. McBurnett, and Kara Beech. The pledge of allegiance was recited.

Approval of Minutes

Moved by Councilor Shalata seconded by Councilor Zotti to approve the City Council Meeting Minutes of September 18, 2018. Motion carried unanimously.

PRESENTATIONS AND PROCLAMATIONS

Presentation: Trina Brittain, “Paint the Town Pink” Event

Trina Brittain, the Marketing Events Coordinator for the URA and Broadway Theater, presented to the Governing Body regarding the Sweetwater Regional Cancer Center’s “Paint the Town Pink” breast cancer awareness initiative that will include an event this Friday, October 5, at the Broadway Theater, starting at 5 p.m. for women, which will include free drinks and will announce the winner of the window decorating contest that businesses throughout Rock Springs participated in. Eva Wasseen, a nurse in the Radiation & Oncology Department at the Sweetwater Regional Cancer Center, addressed the Council and informed everyone that they have a two-tiered approach to breast cancer awareness, including education and grants that help provide funding for cancer screenings. Ms. Wasseen invited women to participate in the community event “Ladies Night Out,” which will provide support and education to women who attend. Local businesses were recognized for participating in the window decorating contest. The “Paint the Town Pink” event was funded with grant monies this year, and an application has been submitted to put on the event again for next year. Councilor Savage asked what replaced Susan G. Komen grant funding, and Ms. Wasseen informed the Council that the Wyoming Breast Cancer initiative was started when Susan G. Komen pulled funding from Wyoming. Several Council Members, along with Mayor Demshar, expressed support for local cancer awareness and treatment options right here in Sweetwater County.

PUBLIC HEARINGS

Public Hearing on a request from Marko Vukovich to amend the Official Zoning Map of the City of Rock Springs from Heavy Industrial (I-2) to Manufactured Home Residential (R-6) for a parcel of land situate in the NE ¼ of Section 22 (Ordinance 2018-13)

Tracy Hafner, Community Manager for Rancho Bridger through the Ascentia Mobile Home Community, was present to answer any questions that the Governing Body may have. There were no questions.

PETITIONS

Carlo Harryman, resident at 136 Bellview, addressed the Council regarding a parking complaint that came up this morning, October 2, 2018. Bellview is a cul-de-sac where vehicles park perpendicular to the curb, and one resident sent in a report to the Nuisance Enforcement department regarding the parking situation on Bellview. Residents have parked this way for decades. With Bellview's unusual characteristics in mind, Mr. Harryman asked the Governing Body to consider creating some sort of re-zone in this area, to allow this type of parking. Mayor Demshar asked Mr. Harryman if there is still room to pass through the cul-de-sac, with vehicles parked perpendicular to the curb. Mr. Harryman confirmed that vehicles can pass through the area with no problems, as this cul-de-sac is larger than most. Mayor Demshar also asked how many parking spots are lost when moving to parallel parking, and Mr. Harryman indicated that three vehicles can fit in front of his property when parked perpendicular, and when moving to parallel parking, only one can fit. Mayor Demshar then asked staff to review. Paul Kauchich, Director of Engineering and Operations indicated that his department's initial review of the parking arrangement on Bellview concluded that perpendicular parking would not be allowable, but confirmed that his staff would re-review and present a recommendation to the Council for this parking issue. Councilor Mosbey asked whether emergency vehicles could access homes with either form of parking, and Fire Chief Jim Wamsley responded that he would analyze the area for this purpose and present a recommendation to the Council as well.

COUNCIL COMMITTEE AND BOARD REPORTS

Parks & Recreation Advisory Board Meeting Minutes from August 9, 2018

Councilor Wendorf inquired to staff whether the bucket at the Aquatic Center had been re-opened yet, but no Parks & Recreation staff were present. Councilor Shalata informed her that he was at the Parks & Recreation Advisory Board meeting and that the bucket had some safety issues and had not been re-opened yet.

Councilor Savage wanted to recognize the suffering that the Roosevelt Fire has caused to those who were injured or lost property, and thanked those who are working hard to contain it. He added that there are drop-off points around Rock Springs to donate money or supplies to those who may need it after this destructive event.

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

CORRESPONDENCE

Sweetwater County Board of Health Agenda for September 26, 2018

Joint Powers Water Board Agenda for September 27, 2018

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

BILLS AND CLAIMS

Bills & Claims for October 2, 2018

Betty Gaviotis	Utility Refund	\$108.76
Division of Criminal Invest.	Background Check	\$15.00
Ron's Ace Rental & Equip. Sales Inc.	Parts	\$565.49
Blue Cross Blue Shield	Health Insurance	\$69,581.44
Flexshare Benefits	Admin Fee	\$391.50
ABI Winterhawk Recovery LLC	Housing Assistance	\$620.00
Adidas America, Inc.	Special Order	\$172.30
Alejandro Peralta	ComDev Refund	\$250.00
All American Sports	Jerseys	\$195.00
American Red Cross - Training Support Cntr	Training	\$28.00
Amundsen Construction	Utility Refund	\$8.14
Associated Legal Group	Utility Refund	\$167.58
Babcock Laboratories, Inc.	Testing	\$860.00
Battery Systems	Parts	\$210.64
Baxter's Frame Works & Badge Frame, Inc.	Nameplate	\$17.75
Benjamin Holt	Utility Refund	\$42.55
Best Value Rentals, LLC	Housing Assistance	\$739.00
Big Thicket Broadcasting Company	Advertising	\$450.00
Bill Bair	Utility Refund	\$142.71
BLR	Training	\$536.99
Bookcliff Sales Inc	Uniform	\$165.00
Brown, Larianna	Services	\$50.00
C.E.M. Aquatics	Chemicals	\$2,783.49
Camfil Farr Inc	Parts	\$1,017.78
Candice Long	Utility Refund	\$163.96
Canyon Homes	Utility Refund	\$170.10
Carrington Pointe Apartments	Housing Assistance	\$6,623.00
Castle Rock Veterinary Center	Services	\$230.62
CDW Government	Supplies	\$798.01
CenturyLink	Telephone	\$4,132.32
CGRS	Testing	\$2,355.84
Chavez, Maria	Housing Assistance	\$269.00
City of Rock Springs	Health Insurance	\$323,886.16
CML Rentals	Housing Assistance	\$383.00
Communication Technologies	Supplies	\$783.91
Control Temperature Specialists	Services	\$135.00
Copier & Supply Co. Inc. of RS	Supplies	\$58.00
Dominion Energy	Utilities	\$6,567.58

DS Construction Remodeling Inc	Utility Refund	\$14.75
DSI Digital Systems Installation	Equipment	\$7,825.00
Eddie or Veronica Sing	Utility Refund	\$18.00
Elwood Staffing Services, Inc.	Wages	\$2,289.93
Eric F. Phillips Law Office	Legal Fees	\$600.00
Fortuna, John A.	Housing Assistance	\$28.00
Fossen, Michelle	Housing Assistance	\$688.00
Grainger, Inc.	Equipment	\$137.78
Great Basin Turf Products	Fertilizer	\$1,179.90
Harrington & Company	Supplies	\$688.72
Herbert Martinez	Utility Refund	\$121.26
High Security Lock & Alarm	Services	\$995.50
HWP Inc	Parts	\$251.61
IDVille	Supplies	\$177.50
InfoSend	Mailings	\$8,088.90
International Code Council, Inc.	Membership	\$135.00
Irrigation Association	Membership	\$390.00
James Criswell	Utility Refund	\$30.49
JFC Engineers Surveyors	Services	\$1,590.00
Jirdon Agri Chem Inc	Fertilizer	\$4,792.00
JM Electrical Services	Repairs	\$505.86
JME Fire Protection, Inc.	Services	\$84.25
Jon Rogina	Utility Refund	\$105.76
Jose Andicoechea	ComDev Refund	\$680.00
Kellerstrass	Supplies	\$81.84
Ken and Dorothy Tyler Living Trust	Utility Refund	\$45.35
Kubwater Resources	Freight	\$152.33
Kyle or Lauren Leibenguth	Utility Refund	\$45.70
Lockhart Rentals	Housing Assistance	\$507.00
Logiudice, Natalie	Deposit Refund	\$240.00
M&H Properties, LLC	Housing Assistance	\$153.00
Matthew Bender	Training	\$135.43
Moore Medical	Supplies	\$316.32
Mountaineer Animal Clinic	Supplies	\$126.65
Nan McKay & Associates, Inc.	Services	\$1,115.22
Neverest Equipment Company	Parts	\$735.47
Nicholas, Gary	Housing Assistance	\$1,131.00
Nimco	Supplies	\$429.99
Nolan or Chelsey Leatham	Utility Refund	\$366.39
Norco Inc.	Supplies	\$33.43
Nu-Life Auto Glass LLC	Repairs	\$25.00
Office of Water Programs	Training	\$216.00

One Call of Wyoming	Services	\$141.00
Orkin Exterminating	Services	\$161.13
Overy, Ray	Housing Assistance	\$680.00
Paetec	Telephone	\$119.88
Payment Remittance Center	Expenses	\$3,872.60
Penoff, David	Housing Assistance	\$140.00
Ping, Inc.	Special Order	\$589.02
Pitney Bowes Inc.	Equipment	\$1,113.48
Plan One/Architects	Services	\$1,375.00
Polydyne, Inc.	Supplies	\$5,704.00
Porter, Doug	Services	\$50.00
Post and Associates	Testing	\$400.00
Power Engineering Co.	Services	\$291.67
Pyrotechs, Inc.	Inspection	\$200.00
Questica, Inc.	Software	\$8,325.00
Ray Lovato Recycling Center	Agreement	\$21,250.00
Reeves Co., Inc.	Uniform	\$38.87
Richard or Debbie Gibbs	Utility Refund	\$65.70
Robert Quinn	Utility Refund	\$23.58
Rock Springs Chamber of Commerce	Agreement	\$20,159.19
Rock Springs Creekside Apts.	Housing Assistance	\$2,768.00
Rock Springs IV Center	Syookues	\$205.20
Rock Springs Pet Hospital, LLC	Services	\$1,832.50
Rock Springs Renewal Fund	Supplies/Services	\$51.90
Rocky Mountain Air Solutions	Parts	\$9.00
Rocky Mountain Power	Utilities	\$1,312.62
Rocky Mountain Service Bureau	Services	\$42.00
Rocky Road Asphalt	Paving	\$7,360.00
RS Apartments LLC	Housing Assistance	\$229.00
RS Refrigeration	Equipment/Parts	\$2,888.67
RS/GR/SW County Communications JPB	Appropriation	\$303,436.17
Ryan Wayment	ComDev Refund	\$396.00
Saltus Technologies, LLC	Equipment	\$181.61
Sanchez, Jeremy	Services	\$175.00
Self, Tim	Housing Assistance	\$476.00
Simplot Partners	Chemicals	\$2,640.00
Sirchie Laboratories	Supplies	\$469.20
Six States Distributors/TruckPro	Parts	\$44.60
Skips Tire	Tires	\$50.00
Southwest Real Estate	Housing Assistance	\$779.00
Spartan Chassis Inc	Parts	\$147.49
Sports Imports Inc	Equipment	\$158.01

Springview Manor Apts	Housing Assistance	\$2,545.00
Staples	Supplies	\$1,564.84
Sun Life Financial	Life Insurance	\$1,344.81
Supply Cache Inc	Supplies	\$191.50
Sweetwater County Health Department	Testing	\$600.00
Sweetwater County Historical Museum	Books	\$571.32
Sweetwater County Solid Waste	Disposal	\$30.00
Sweetwater Heights	Housing Assistance	\$1,242.00
Taylor Made Golf Co., Inc.	Special Order	\$2,032.07
Ted or Julia Hunter	Utility Refund	\$41.39
Tenmast Corporation	Software	\$7,325.00
The Radio Network	Advertising	\$400.00
Thomson Reuters-West Pmnt Center	Training	\$481.03
Towncloud, Inc.	Software	\$75.00
Turnkey Properties Inc.	Housing Assistance	\$851.00
Tuttle, Jeff	Training	\$115.00
TW Enterprises, Inc.	Equipment	\$253.00
Tyler, Kaye	Services	\$100.00
Tyler Technologies, Inc.	Software	\$800.00
Unique Signs & Design	Signage	\$405.00
United Service and Sales Inc	Parts	\$93.52
United Site Services	Portable Restrooms	\$1,400.99
UPS	Shipping	\$170.50
USPS	Postage	\$2,000.00
Verizon Wireless	Telephone	\$4,521.36
Vesco, Beulah	Housing Assistance	\$420.00
Vonage Business	Telephone	\$425.47
Ware, Ted	Housing Assistance	\$1,142.00
Webb, Regina	Services	\$175.00
Weed Management Solutions	Contract	\$900.00
Weidner Fire	Equipment	\$109.28
Western Wyoming Beverage	Supplies	\$444.00
Williams, Penny	Services	\$175.00
Willow Street Rentals	Housing Assistance	\$1,036.00
Wolters Kluwer Legal & Regulatory U.S.	Training	\$670.25
Wylie Construction Inc	Contract	\$7,641.44
Wylie Construction Inc	Utility Refund	\$1,441.06
Wyoming Analytical Labs	Testing	\$740.00
Wyoming Economic Development Assn	Training	\$290.00
Wyoming SHRM State Council	Training	\$200.00
	Total	\$898,265.87

Report Checks for September 21, 2018

Employee Garnishments	Employee Ded.	\$742.86
Internal Revenue Service	EFT	\$134,833.21
AXA - Equitable	Employee Deferred	\$137.50
ICMA	EFT	\$2,882.63
Nationwide Insurance	Employee Deferred	\$370.00
Waddell and Reed	Employee Deferred	\$875.00
Waddell and Reed	Section 529 Plan	\$775.00
Great West Retirement	Employee Deferred	\$8,057.50
Great West Retirement	Post Tax	\$265.00
Sweetwater Federal Credit Union	Employee Ded.	\$3,050.00
Flexible Spending Account/BCBS	BCBS FlexShare	\$6,574.16
Wyoming Child Support	Child Support Pmt.	\$3,707.50
	Total	\$162,270.36

Moved by Councilor Wendorf, seconded by Councilor Mosbey to approve the bills and claims for October 2, 2018. Motion carried unanimously.

Salaries for September 21, 2018: \$640,409.22

Moved by Councilor Wendorf, seconded by Councilor Halter to approve the salaries for September 21, 2018. Motion carried unanimously.

NEW BUSINESS

Request from Lew's, Inc. for a Liquor Catering Permit for the Ciner Mine Rescue National Championship on October 12, 2018, from 4 p.m.—midnight at the SCM Parish Center (Date and location change—previously approved by City Council on August 21, 2018)

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

RESOLUTIONS

Resolution 2018-152 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 EXECUTE AN AGREEMENT FOR DISBURSEMENT, RECEIPT AND USE OF GRANT FUNDS WITH THE SWEETWATER COUNTY JOINT TRAVEL AND TOURISM BOARD**, was read by title.

Moved by Councilor Mosbey, seconded by Councilor Wendorf to approve Resolution 2018-152. Upon roll call the following voted in favor: Councilors Armstrong, Savage, Mosbey, Shalata, Wendorf, Zotti, Halter, and Mayor Demshar. Motion carried unanimously.

Resolution 2018-153 A RESOLUTION ACCEPTING AND APPROVING AN ENFORCING UNDERAGE DRINKING CONTRACT FROM THE WYOMING ASSOCIATION OF SHERIFFS AND CHIEFS OF POLICE (ASSOCIATION), was read by title.

Moved by Councilor Wendorf, seconded by Councilor Mosbey to approve Resolution 2018-153. Upon roll call the following voted in favor: Councilors Armstrong, Savage, Mosbey, Shalata, Wendorf, Zotti, Halter, and Mayor Demshar. Motion carried unanimously.

Resolution 2018-154 A RESOLUTION ACCEPTING AND APPROVING A SECOND CONTRACT AMENDMENT FOR ENGINEERING SERVICES WITH NELSON ENGINEERING, AND AUTHORIZING CARL R. DEMSHAR, JR., AS MAYOR OF THE CITY OF ROCK SPRINGS, WYOMING, TO EXECUTE SAID AMENDMENT ON BEHALF OF SAID CITY, was read by title.

Moved by Councilor Armstrong, seconded by Councilor Wendorf to approve Resolution 2018-154. Upon roll call the following voted in favor: Councilors Armstrong, Savage, Mosbey, Shalata, Wendorf, Zotti, Halter, and Mayor Demshar. Motion carried unanimously.

Resolution 2018-155 A RESOLUTION ACCEPTING AND APPROVING A CHANGE ORDER TO THE AGREEMENT BETWEEN OWNER AND DESIGN/BUILDER FOR DESIGN/BUILD PROJECT, WITH CDM CONSTRUCTORS, INC., AND AUTHORIZING CARL R. DEMSHAR, JR., AS MAYOR OF THE CITY OF ROCK SPRINGS, WYOMING, TO EXECUTE SAID CHANGE ORDER ON BEHALF OF SAID CITY, was read by title.

Moved by Councilor Zotti, seconded by Councilor Shalata to approve Resolution 2018-155. Upon roll call the following voted in favor: Councilors Armstrong, Savage, Mosbey, Shalata, Wendorf, Zotti, Halter, and Mayor Demshar. Motion carried unanimously.

Resolution 2018-156 A RESOLUTION ACCEPTING AND APPROVING A SECOND ADDENDUM TO MEMORANDUM OF UNDERSTANDING AND AGREEMENT BETWEEN JOHN AND VIRGINIA QUINTANA, AND THE CITY OF ROCK SPRINGS, WYOMING, AND AUTHORIZING CARL R. DEMSHAR, JR., AS MAYOR OF THE CITY OF ROCK SPRINGS, WYOMING, AND MATTHEW L. MCBURNETT, AS CITY CLERK OF THE CITY OF ROCK SPRINGS, WYOMING, TO EXECUTE SAID SECOND ADDENDUM ON BEHALF OF SAID CITY, was read by title.

Moved by Councilor Wendorf, seconded by Councilor Armstrong to approve Resolution 2018-156. Upon roll call the following voted in favor: Councilors Armstrong, Savage, Mosbey, Shalata, Wendorf, Zotti, Halter, and Mayor Demshar. Motion carried unanimously.

Resolution 2018-157 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, 2019, was read by title.

Moved by Councilor Savage, seconded by Councilor Mosbey to approve Resolution 2018-157. Upon roll call the following voted in favor: Councilors Armstrong, Savage, Mosbey, Shalata, Wendorf, Zotti, Halter, and Mayor Demshar. Motion carried unanimously.

ORDINANCES

Ordinance 2018-13 AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ROCK SPRINGS FROM I-2 (HEAVY INDUSTRIAL) TO R-6 (MANUFACTURED HOME RESIDENTIAL) FOR A PARCEL TOTALING 0.356 ACRES AND LOCATED AS HEREBY DESCRIBED IN SECTION 22, RESURVEY TOWNSHIP 19 NORTH, RANGE 105 WEST OF THE SIXTH PRINCIPAL MERIDIAN IN THE CITY OF ROCK SPRINGS, COUNTY OF SWEETWATER, STATE OF WYOMING, was read by title on first reading.

ADJOURNMENT

There being no further business, the meeting adjourned at 7:49 p.m.

By: _____
Council President

ATTEST:

City Clerk

Mayor



City Council Agenda

Bid Openings

INVITATION FOR BIDS

The Rock Springs Housing Authority does hereby call for bids for the provision of the following types of insurance coverage for One (1) Year

Fire and Extended Coverage
Boiler and Machinery Coverage
Wyoming Employers Liability Coverage
Hired and Non-Owned Auto Liability Coverage

All bids shall be submitted to the City of Rock Springs, Department of Finance and Administration, 212 D Street, Rock Springs, Wyoming. The bid closing date is **October 16, 2018, 5:00pm**

Bids will be opened and read at the regularly scheduled meeting of the Rock Springs Governing Body, **October 16, 2018, at 7:00pm**

For proposal information and format contact The Rock Springs Housing Authority, 233 C Street, Rock Springs, Wyoming. Telephone (307) 352-1471.

PUBLISH: September 15, 2018
September 22, 2018
October 3, 2018

BILL TO: Rock Springs Housing Authority
233 C Street
Rock Springs, WY 82901

A. CALL FOR BIDS
Page 1.

CALL FOR BIDS

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

Description of Project: PROVIDE VEHICLE FOR THE CITY OF ROCK SPRINGS WATER DEPARTMENT.

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

Sealed bids will be received until 5:00 pm on October 16, 2018. All bids shall be filed with the City Clerk, City Hall, Rock Springs, Wyoming.

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

All bids shall be opened by the City Council at 7:00pm on October 16, 2018 and the contract, if awarded, shall be awarded to the bidder who in the opinion of the City Council is the lowest and the most responsible bidder for the supply of the item(s) required in the bid proposal, subject to the resident bidder preference described below.

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

All bids shall be marked on the exterior:

VEHICLE BID

CONTRACTOR: _____
Name

Address

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

PUBLISH: September 28, 2018; October 5, 2018



City Council Agenda

Appointments



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

FROM: Kristyn Muniz, City Clerk Administrative Assistant

DATE: October 16, 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:

JOINT TRAVEL & TOURISM BOARD

Reappointment: Brubaker, Devon – 1st Term (Unexpired Term expires on November 17, 2018)

LIBRARY ADVISORY BOARD

Appointment: Chollak, Mark – 1st Term (Filling long-term vacancy)

PLANNING & ZONING COMMISSION

Appointment: Lopez, Emily – Filling vacancy created by Gabe Bustos (Unexpired term expires on May 16, 2020)



City Council Agenda

Presentations and Proclamations



Office of the Mayor
Rock Springs, Wyoming



Proclamation

WHEREAS: The Center for Families & Children recognizes and participates in a Public Awareness Campaign to support National Domestic Violence Awareness Month; and

Domestic Violence Month provides an excellent opportunity for citizens to learn more about preventing domestic violence and to show support for the organizations and individuals who provide critical advocacy, services and assistance to victims; and

Acts of domestic violence occur every 18 seconds in the United States; and

Domestic violence can take the form of physical, emotional, sexual, psychological, and economic abuse; and

Too often, the victims of domestic violence are children, who can have lifelong repercussions from the emotional or physical trauma of being exposed to domestic violence; and

Domestic violence survivors and their advocates in Sweetwater County have rallied to the cause of Victim Justice; and

The government and citizens of Sweetwater County fully recognize the need to treat victims with dignity and compassion.

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

DOMESTIC VIOLENCE AWARENESS MONTH

in the City of Rock Springs and call upon our citizens to stand together against domestic violence, offer support and understanding to survivors, and participate in domestic violence awareness activities. Purple ribbons will be available throughout the community to wear in support of awareness of domestic violence. During the month of October, silhouettes of Domestic Violence victims will also be placed in Green River and Rock Springs, Wyoming.

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

Mayor _____

Date _____



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



Proclamation

WHEREAS: While considerable progress has been made in the fight against breast cancer, it remains the most commonly diagnosed cancer and the second leading cause of death among women in the United States; and

Each year it is estimated that more than 220,000 women in the United States will be diagnosed with breast cancer and more than 40,000 will die as a result of the disease; and

October is Breast Cancer Awareness Month, an annual campaign to increase awareness about the disease; and

During this month, we reaffirm our commitment to support breast cancer research and to educate all citizens about its risk factors, detection and treatment; and

As we display pink ribbons and wear pink clothing to raise awareness, we also support those courageously fighting breast cancer and honor the lives lost to the disease; and

This October, we recognize breast cancer survivors, those battling the disease, their families and friends who are a tireless source of love and encouragement, and applaud the efforts of our medical professionals and researchers working to find a cure for this deadly disease; and

Breast Cancer Awareness Month is an opportunity to unite all citizens in our community to prevent breast cancer deaths through increased education and regular screening.

BREAST CANCER AWARENESS MONTH

in the City of Rock Springs and we acknowledge the importance of raising awareness of breast cancer in our community as we work to support survivors, those currently battling breast cancer, and those who might detect it in its early stages, and that we recognize October 2018 as Breast Cancer Awareness Month.

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

Mayor _____

Date _____



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

Proclamation

WHEREAS: Rock Springs, Wyoming is a community which acknowledges that a special vibrancy exists within the entire community when its individual citizens collectively “go the extra mile” in personal effort, volunteerism, and service; and

We are a community which encourages our citizens to maximize their personal contribution to the community by giving of themselves wholeheartedly and with total effort, commitment, and conviction to their individual ambitions, family, friends, and community; and

Rock Springs, Wyoming is a community which chooses to shine a light on and celebrate individuals and organizations within its community who “go the extra mile” in order to make a difference and lift up fellow members of their community; and

The City of Rock Springs acknowledges the mission of Extra Mile America to create 575+ Extra Mile cities in America and is proud to support “Extra Mile Day” on November 1, 2018.

Now, Therefore, Be it Resolved, that I, Carl R. Demshar, Jr., Mayor of the City of Rock Springs, do hereby declare **November 1, 2018** as:

EXTRA MILE DAY

in Rock Springs, Wyoming and urge each individual in the community to take time on this day to not only “go the extra mile” in his or her own life, but to also acknowledge all those who are inspirational in their efforts and commitment to make their organizations, families, community, country, or world a better place.

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

Mayor _____

Date _____



City Council Agenda

Petitions



City Council Agenda

Officer and Staff Reports

City of Rock Springs
General Fund
Financial Report Summary
For the Month Ending September 30, 2018

	Sept MTD	Actual YTD	%Rec YTD	Annual Budgeted	YTD Budgeted	% Bud
Revenues	\$2,169,939.46	\$8,517,311.32	27.10%	\$ 31,426,145.31	\$ 7,856,536.33	25.00%
Expenditures	\$2,361,032.00	\$8,456,585.78				
Encumbrances	\$ 2,905,013.49		27.19%	\$ 41,788,754.72	\$ 10,447,188.68	25.00%
Net Revenues Over Expend	\$ (191,092.54)	-\$2,844,287.95		\$ (10,362,609.41)	\$ (2,590,652.35)	
Cash on Hand 9-30-18		\$2,597,975.96				

General Fund Investments		Maturity Date	Rate
Commerce Bank	\$ 1,000,000.00	9/27/2021	2.49%
Commerce Bank	\$ 1,000,000.00	10/28/2018	0.75%
Uinta Bank	\$ 1,000,000.00	9/21/2019	2.02%
Federal Home Ln Mtg Corp	\$ 487,390.00	11/24/2021	
Federal Home Loan Banks	\$ 387,844.00	10/26/2020	
CDs Insured To FDIC Limits	\$ 1,576,326.47	Various	
1st Bank North Side	\$ 3,500,000.00	2/12/2019	1.20%
Total Investments	\$ 8,951,560.47		
Total Pledged Collateral	\$ 64,303,928.31		

Cash Reserve Investments		
CDs Insured To FDIC Limits -	\$ 581,435.03	Various
Piper Jaffray Money Market	\$ 127,522.85	
Federal Farm Credit Bank 4/25/22	\$ 481,275.00	4/25/2022
Federal National Mtg Assn 4/28/2021	\$ 484,260.00	4/28/2021
Federal Home Loan Bank 10/22/18	\$ 499,710.00	10/22/2018
Federal Home Loan Bank 9/25/2019	\$ 296,553.00	9/25/2019
Federal Home Loan Bank 9/25/2020	\$ 293,673.00	9/25/2020
Federal Home Ln Mtg 11/15/2022	\$ 481,750.00	11/15/2022
Cash Reserve - Cash	\$ 6,249,656.44	
Total Cash & Investments in Cash Reserve	\$ 9,495,835.32	

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City of Rock Springs
Budget Revenue Report
To Date: 09/30/2018
From Account:
To Account:
Run Date: 10/10/2018
User: alex_visser
Report by: Fund, Class

Segments	YTD Budget	Total Budget	MTD Rev.	YTD Rev.	YTD Variance	YTD %	Total Variance	Total %
110 : General Fund								
Taxes :	3,055,250.00	3,055,250.00	14,488.36	241,423.24	2,813,826.76	92.10%	2,813,826.76	92.10%
Licenses & Permits :	488,100.00	488,100.00	27,431.00	75,081.00	413,019.00	84.62%	413,019.00	84.62%
Miscellaneous Revenues :	1,241,549.75	1,245,549.75	130,671.70	425,371.43	816,178.32	65.74%	820,178.32	65.85%
Intergovernmental Revenue :	24,478,435.56	24,478,435.56	1,632,370.21	7,024,281.29	17,454,154.27	71.30%	17,454,154.27	71.30%
Charges for Services :	1,432,750.00	1,432,750.00	114,902.57	392,351.04	1,040,398.96	72.62%	1,040,398.96	72.62%
Fines & Forfeitures :	343,500.00	343,500.00	34,016.54	114,746.08	228,753.92	66.60%	228,753.92	66.60%
Transfers :	386,560.00	386,560.00	216,059.08	244,057.24	142,502.76	36.86%	142,502.76	36.86%
SubTotal : 110 : General Fund	31,426,145.31	31,430,145.31	2,169,939.46	8,517,311.32	22,908,833.99	72.90%	22,912,833.99	72.90%
112 : Road Impact Fee Fund								
Miscellaneous Revenues :	200.00	200.00	0.00	1,940.83	-1,740.83	-870.42%	-1,740.83	-870.42%
Charges for Services :	100.00	100.00	0.00	0.00	100.00	100.00%	100.00	100.00%
SubTotal : 112 : Road Impact Fee Fund	300.00	300.00	0.00	1,940.83	-1,640.83	-546.94%	-1,640.83	-546.94%
113 : Health Insurance Fund								
Miscellaneous Revenues :	4,492,300.00	4,492,300.00	404,596.12	1,129,134.59	3,363,165.41	74.86%	3,363,165.41	74.86%
SubTotal : 113 : Health Insurance Fund	4,492,300.00	4,492,300.00	404,596.12	1,129,134.59	3,363,165.41	74.86%	3,363,165.41	74.86%
115 : Reserves For General Fund								
Transfers :	185,000.00	185,000.00	0.00	0.00	185,000.00	100.00%	185,000.00	100.00%
SubTotal : 115 : Reserves For General Fund	185,000.00	185,000.00	0.00	0.00	185,000.00	100.00%	185,000.00	100.00%
130 : Sewer Fund								
Miscellaneous Revenues :	83,475.00	83,475.00	6,786.15	30,608.23	52,866.77	63.33%	52,866.77	63.33%
Intergovernmental Revenue :	483,595.49	483,595.49	116,396.45	122,817.31	360,778.18	74.60%	360,778.18	74.60%
Charges for Services :	4,811,000.00	4,811,000.00	376,414.74	1,573,015.59	3,237,984.41	67.30%	3,237,984.41	67.30%
Fines & Forfeitures :	500.00	500.00	0.00	0.00	500.00	100.00%	500.00	100.00%
Transfers :	187,541.87	187,541.87	0.00	0.00	187,541.87	100.00%	187,541.87	100.00%
SubTotal : 130 : Sewer Fund	5,566,112.36	5,566,112.36	499,597.34	1,726,441.13	3,839,671.23	68.98%	3,839,671.23	68.98%
135 : Sewer Depreciation Fund								
Miscellaneous Revenues :	25,000.00	25,000.00	5,529.39	11,324.80	13,675.20	54.70%	13,675.20	54.70%
SubTotal : 135 : Sewer Depreciation Fund	25,000.00	25,000.00	5,529.39	11,324.80	13,675.20	54.70%	13,675.20	54.70%
150 : Water Fund								
Miscellaneous Revenues :	75,675.00	75,675.00	5,633.26	30,830.04	44,844.96	59.26%	44,844.96	59.26%
Charges for Services :	6,171,080.00	6,171,080.00	767,673.10	3,411,614.62	2,759,465.38	44.72%	2,759,465.38	44.72%
SubTotal : 150 : Water Fund	6,246,755.00	6,246,755.00	773,306.36	3,442,444.66	2,804,310.34	44.89%	2,804,310.34	44.89%
155 : Water Depreciation Fund								
Transfers :	250,000.00	250,000.00	0.00	0.00	250,000.00	100.00%	250,000.00	100.00%

Segments	YTD Budget	Total Budget	MTD Rev.	YTD Rev.	YTD Variance	YTD %	Total Variance	Total %
SubTotal : 155 : Water Depreciation Fund	250,000.00	250,000.00	0.00	0.00	250,000.00	100.00%	250,000.00	100.00%
215 : CAP Projects								
Intergovernmental Revenue :	250,000.00	250,000.00	0.00	0.00	250,000.00	100.00%	250,000.00	100.00%
SubTotal : 215 : CAP Projects	250,000.00	250,000.00	0.00	0.00	250,000.00	100.00%	250,000.00	100.00%
250 : Public Housing								
Miscellaneous Revenues :	330,300.00	330,300.00	29,616.11	88,587.84	241,712.16	73.18%	241,712.16	73.18%
Intergovernmental Revenue :	275,000.00	275,000.00	22,165.00	66,925.00	208,075.00	75.66%	208,075.00	75.66%
Transfers :	250,000.00	250,000.00	0.00	0.00	250,000.00	100.00%	250,000.00	100.00%
SubTotal : 250 : Public Housing	855,300.00	855,300.00	51,781.11	155,512.84	699,787.16	81.82%	699,787.16	81.82%
295 : Section 8 Vouchers Program								
Miscellaneous Revenues :	2,080.00	2,080.00	40.62	60.18	2,019.82	97.11%	2,019.82	97.11%
Intergovernmental Revenue :	386,000.00	386,000.00	32,482.00	97,179.00	288,821.00	74.82%	288,821.00	74.82%
SubTotal : 295 : Section 8 Vouchers Program	388,080.00	388,080.00	32,522.62	97,239.18	290,840.82	74.94%	290,840.82	74.94%
550 : Combined Improvement District Fund								
Special Assessments :	50.00	50.00	0.00	0.00	50.00	100.00%	50.00	100.00%
SubTotal : 550 : Combined Improvement District Fund	50.00	50.00	0.00	0.00	50.00	100.00%	50.00	100.00%
552 : Lid #109 Bond Fund								
Special Assessments :	50.00	50.00	0.00	0.00	50.00	100.00%	50.00	100.00%
SubTotal : 552 : Lid #109 Bond Fund	50.00	50.00	0.00	0.00	50.00	100.00%	50.00	100.00%
556 : Lid #118 Bond Fund								
Special Assessments :	50.00	50.00	0.00	0.00	50.00	100.00%	50.00	100.00%
SubTotal : 556 : Lid #118 Bond Fund	50.00	50.00	0.00	0.00	50.00	100.00%	50.00	100.00%
559 : Lid #119 Bond Fund								
Special Assessments :	50.00	50.00	0.00	0.00	50.00	100.00%	50.00	100.00%
SubTotal : 559 : Lid #119 Bond Fund	50.00	50.00	0.00	0.00	50.00	100.00%	50.00	100.00%
Grand Total :	49,685,192.67	49,689,192.67	3,937,272.40	15,081,349.35	34,603,843.32	69.65%	34,607,843.32	69.65%

City of Rock Springs

Authorized Spending Report

To Date: 09/30/2018

From Account:

To Account:

Run Date: 10/10/2018

User: alex_visser

Report by: Fund, Division

Segments	YTD Budget	Total Budget	MTD Exp	YTD Exp	YTD PreEnc	YTD Enc	YTD Avai.	YTD %	Total Avai.	Total %
110 : General Fund										
1101 : Mayor/Council	366,220.01	366,220.01	27,017.31	69,940.89	666.00	312.31	295,300.81	80.64%	295,300.81	80.64%
1102 : City Attorney	525,550.00	525,550.00	32,150.70	101,862.44	0.00	260.59	423,426.97	80.57%	423,426.97	80.57%
1103 : Finance/Administration	1,022,450.00	1,022,450.00	59,143.74	227,489.54	0.00	43,700.00	751,260.46	73.48%	751,260.46	73.48%
1104 : City Buildings	404,010.00	404,010.00	22,535.36	61,615.51	0.00	0.00	342,394.49	84.75%	342,394.49	84.75%
1105 : Municipal Court	376,932.99	376,932.99	25,573.74	73,188.04	0.00	0.00	303,744.95	80.58%	303,744.95	80.58%
1106 : Urban Renewal/Main Street	320,354.00	320,354.00	18,970.42	61,715.42	0.00	13,550.00	245,088.58	76.51%	245,088.58	76.51%
1107 : Information Technology	798,215.00	798,215.00	31,968.19	190,224.84	0.00	37,630.44	570,359.72	71.45%	570,359.72	71.45%
1109 : Human Resources	179,577.00	179,577.00	11,263.37	48,667.79	0.00	0.00	130,909.21	72.90%	130,909.21	72.90%
1201 : Police Department	8,794,583.63	8,794,583.63	798,780.78	2,005,225.48	1,098.28	913,128.88	5,875,130.99	66.80%	5,875,130.99	66.80%
1202 : Animal Control	406,350.00	406,350.00	25,306.74	86,304.84	0.00	0.00	320,045.16	78.76%	320,045.16	78.76%
1204 : Emergency Management	251,720.00	251,720.00	723.12	21,189.32	0.00	66,688.70	163,841.98	65.09%	163,841.98	65.09%
1205 : Fire Department	5,288,000.42	5,288,000.42	392,536.87	1,326,945.19	0.00	8,119.41	3,952,935.82	74.75%	3,952,935.82	74.75%
1301 : Administration/Engineering	908,562.91	908,562.91	36,560.05	130,818.77	0.00	154,019.09	623,725.05	68.65%	623,725.05	68.65%
1303 : Street Department	6,360,466.43	6,360,466.43	138,826.88	790,119.78	43,477.36	1,153,579.00	4,373,290.29	68.76%	4,373,290.29	68.76%
1304 : Cemetery	923,712.00	923,712.00	41,231.16	165,747.87	12,900.00	140,518.79	604,545.34	65.45%	604,545.34	65.45%
1401 : Parks	1,262,609.08	1,262,609.08	138,183.88	366,658.77	3,500.00	4,269.41	888,180.90	70.34%	888,180.90	70.34%
1402 : Golf Course	1,794,053.74	1,798,053.74	127,669.99	468,608.06	0.00	18,431.45	1,307,014.23	72.85%	1,311,014.23	72.91%
1404 : Civic Center	1,338,951.00	1,338,951.00	77,076.55	300,363.56	14,800.00	2,215.58	1,021,571.86	76.30%	1,021,571.86	76.30%
1405 : Indoor Recreation Center	2,823,853.30	2,823,853.30	193,383.61	626,750.11	0.00	40,197.99	2,156,905.20	76.38%	2,156,905.20	76.38%
1501 : Non-Departmental	5,983,402.08	5,983,402.08	60,497.09	963,152.60	0.00	291,892.40	4,728,357.08	79.02%	4,728,357.08	79.02%
1901 : Public Services Administration/Planning	364,757.00	364,757.00	16,430.80	72,195.81	0.00	16,320.00	276,241.19	75.73%	276,241.19	75.73%
1902 : Building Inspections	417,050.00	417,050.00	31,832.67	104,849.81	0.00	0.00	312,200.19	74.86%	312,200.19	74.86%
1903 : Vehicle Maintenance	649,330.00	649,330.00	38,507.90	145,789.28	0.00	179.45	503,361.27	77.52%	503,361.27	77.52%
3401 : RS Historical Museum	228,044.13	228,044.13	14,861.08	47,162.06	0.00	0.00	180,882.07	79.32%	180,882.07	79.32%
SubTotal : 110 : General Fund	41,788,754.72	41,792,754.72	2,361,032.00	8,456,585.78	76,441.64	2,905,013.49	30,350,713.81	72.63%	30,354,713.81	72.63%
112 : Road Impact Fee Fund										
1702 : Capital Improvements Street Construction	20,000.00	20,000.00	0.00	0.00	0.00	0.00	20,000.00	100.00%	20,000.00	100.00%

Segments	YTD Budget	Total Budget	MTD Exp	YTD Exp	YTD PreEnc	YTD Enc	YTD Avai.	YTD %	Total Avai.	Total %
SubTotal : 112 : Road Impact Fee Fund	20,000.00	20,000.00	0.00	0.00	0.00	0.00	20,000.00	100.00%	20,000.00	100.00%
113 : Health Insurance Fund										
1801 : Health Insurance	4,285,000.00	4,285,000.00	258,631.58	1,015,478.48	0.00	0.00	3,269,521.52	76.30%	3,269,521.52	76.30%
SubTotal : 113 : Health Insurance Fund	4,285,000.00	4,285,000.00	258,631.58	1,015,478.48	0.00	0.00	3,269,521.52	76.30%	3,269,521.52	76.30%
115 : Reserves For General Fund										
1103 : Finance/Administration	202,060.00	202,060.00	202,060.00	202,060.00	0.00	0.00	0.00	0.00%	0.00	0.00%
SubTotal : 115 : Reserves For General Fund	202,060.00	202,060.00	202,060.00	202,060.00	0.00	0.00	0.00	0.00%	0.00	0.00%
120 : Governmental Capital Assets										
0000 : No Division	0.00	0.00	0.00	-83,845.95	0.00	0.00	83,845.95	0.00%	83,845.95	0.00%
SubTotal : 120 : Governmental Capital Assets	0.00	0.00	0.00	-83,845.95	0.00	0.00	83,845.95	0.00%	83,845.95	0.00%
130 : Sewer Fund										
1108 : Sewer/Water Administration	286,800.00	286,800.00	19,800.03	66,265.95	0.00	0.00	220,534.05	76.90%	220,534.05	76.90%
1601 : Wastewater Treatment Plant	6,587,986.88	7,780,650.83	179,626.84	812,083.49	0.00	1,429,000.53	4,346,902.86	65.98%	5,539,566.81	71.20%
SubTotal : 130 : Sewer Fund	6,874,786.88	8,067,450.83	199,426.87	878,349.44	0.00	1,429,000.53	4,567,436.91	66.44%	5,760,100.86	71.40%
150 : Water Fund										
1108 : Sewer/Water Administration	4,333,300.00	4,333,300.00	469,604.79	1,001,047.12	0.00	0.00	3,332,252.88	76.90%	3,332,252.88	76.90%
3302 : Water Operations & Maintenance	8,082,524.55	8,082,524.55	139,039.27	454,518.32	0.00	115,690.98	7,512,315.25	92.94%	7,512,315.25	92.94%
SubTotal : 150 : Water Fund	12,415,824.55	12,415,824.55	608,644.06	1,455,565.44	0.00	115,690.98	10,844,568.13	87.34%	10,844,568.13	87.34%
215 : CAP Projects										
3525 : CAP Projects	250,000.00	250,000.00	0.00	0.00	0.00	0.00	250,000.00	100.00%	250,000.00	100.00%
SubTotal : 215 : CAP Projects	250,000.00	250,000.00	0.00	0.00	0.00	0.00	250,000.00	100.00%	250,000.00	100.00%
250 : Public Housing										
3501 : Public Housing Administration	430,995.00	430,995.00	41,397.94	94,376.27	0.00	0.00	336,618.73	78.10%	336,618.73	78.10%
3502 : Public Housing Maintenance	424,305.00	424,305.00	25,995.41	82,897.30	0.00	0.00	341,407.70	80.46%	341,407.70	80.46%
SubTotal : 250 : Public Housing	855,300.00	855,300.00	67,393.35	177,273.57	0.00	0.00	678,026.43	79.27%	678,026.43	79.27%
295 : Section 8 Vouchers Program										
3508 : Section 8 Vouchers Program	388,080.00	388,080.00	26,116.45	113,101.05	0.00	0.00	274,978.95	70.86%	274,978.95	70.86%
SubTotal : 295 : Section 8 Vouchers Program	388,080.00	388,080.00	26,116.45	113,101.05	0.00	0.00	274,978.95	70.86%	274,978.95	70.86%

	Segments	YTD Budget	Total Budget	MTD Exp	YTD Exp	YTD PreEnc	YTD Enc	YTD Avai.	YTD %	Total Avai.	Total %
Grand Total :		67,079,806.15	68,276,470.10	3,723,304.31	12,214,567.81	76,441.64	4,449,705.00	50,339,091.70	75.04%	51,535,755.65	75.48%

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

Date	Institutional	Professional	Dental	Vision	Drug	Rx Wyo Rebate	Total
3/7/2018	13,288.52	14,826.31	6,070.56	645.00	6,093.57		40,923.96
3/14/2018	11,851.35	10,429.41	2,272.40	375.00	1,439.52		26,367.68
3/21/2018	11,068.18	-43.00	2,669.60	0.00	-35.57		13,659.21
3/28/2018	998.63	0.00	3,687.31	0.00	0.00	-25,788.33	-21,102.39
4/4/2018	0.00	0.00	4,793.56	0.00	32,817.90		37,611.46
4/11/2018	145.74	428.10	4,808.10	0.00	8,484.49		13,866.43
4/18/2018	211.64	0.00	2,921.50		10,597.91		13,731.05
4/25/2018	0.00	43.00	5,073.90		4,264.49		9,381.39
5/2/2018	2,482.31	102,652.69	1,357.60	1,294.06	5,579.62		113,366.28
5/9/2018	59,969.00	73,218.63	3,414.30	2,973.51	4,444.06		144,019.50
5/16/2018	347,087.25	29,810.73	4,006.10	1,040.00	9,221.31		391,165.39
5/23/2018	101,540.97	12,547.57	4,603.13	280.00	6,511.06		125,482.73
5/30/2018	32,851.54	16,902.03	1,984.90	923.00	5,971.73		58,633.20
6/6/2018	48,950.77	34,794.90	1,916.80	590.00	5,126.79		91,379.26
6/13/2018	18,191.36	39,140.05	2,541.20	160.00	7,010.24		67,042.85
6/20/2018	11,333.01	24,195.80	3,689.80	419.00	10,122.24		49,759.85
6/27/2018	93,751.94	17,744.59	2,657.67	551.33	8,466.07	-14,983.36	108,188.24
7/4/2018	37,782.73	21,629.82	2,030.05	80.00	3,241.69		64,764.29
7/11/2018	13,018.97	16,413.24	3,594.20	380.34	9,881.29		43,288.04
7/18/2018	24,638.89	14,677.29	4,320.86	283.00	8,409.78		52,329.82
7/25/2018	22,537.62	128,585.08	1,239.00	240.00	4,993.00		157,594.70
8/1/2018	11,973.18	23,431.28	3,177.20	295.00	2,890.16		41,766.82
8/8/2018	4,517.37	18,749.65	2,993.20	240.00	3,930.15		30,430.37
8/15/2018	35,196.15	11,114.03	3,512.36	0.00	8,954.74		58,777.28
8/22/2018	1,614.20	22,912.64	1,149.87	160.00	4,369.66		30,206.37
8/29/2018	46,592.68	10,610.05	5,774.80	1,055.00	4,278.79		68,311.32
9/5/2018	8,941.52	14,818.28	3,014.80	1,015.00	6,356.07		34,145.67
9/12/2018	-9,114.61	42,629.01	2,263.80	286.49	6,328.22		42,392.91
9/19/2018	35,468.56	20,630.23	2,669.30	580.00	8,174.95		67,523.04
9/26/2018	45,453.96	20,207.80	1,512.71	249.00	2,959.43	-25,785.88	44,597.02
10/3/2018							0.00
10/10/2018							0.00
10/17/2018							0.00
10/24/2018							0.00
10/31/2018							0.00
11/7/2018							0.00
11/14/2018							0.00
11/21/2018							0.00
11/28/2018							0.00
12/5/2018							0.00
12/12/2018							0.00
12/19/2018							0.00
12/26/2018							0.00
1/2/2019							0.00
1/9/2019							0.00
1/16/2019							0.00
1/23/2019							0.00
1/30/2019							0.00
2/6/2019							0.00
2/13/2019							0.00
2/20/2019							0.00
2/27/2019							0.00
Total	1,032,343.43	743,099.21	95,720.58	14,114.73	200,883.36	-66,557.57	2,019,603.74

Health Insurance Fund
September 30, 2018

[illegible]

8:50 PM

10/07/18

Accrual Basis

Rock Springs Renewal Fund

Balance Sheet

As of August 31, 2018

	Aug 31, 18
ASSETS	
Current Assets	
Checking/Savings	
Bank - Petty Cash	500.00
BnB - RMB	22,538.17
RSRF - Commerce Bank	8,240.99
RSRF - RSNB	7,711.16
Theater - 1st Bank	360.29
Total Checking/Savings	39,350.61
Total Current Assets	39,350.61
Fixed Assets	
Accumulated Depreciation	-171.00
Building Improvements	17,775.00
Total Fixed Assets	17,604.00
TOTAL ASSETS	56,954.61
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Rental Assistance Grants - Paya	1,275.00
Total Other Current Liabilities	1,275.00
Total Current Liabilities	1,275.00
Total Liabilities	1,275.00
Equity	
Unrestricted Net Assets	52,102.85
Net Income	3,576.76
Total Equity	55,679.61
TOTAL LIABILITIES & EQUITY	56,954.61

Rock Springs Renewal Fund

Profit & Loss YTD Comparison

August 2018

	Aug 18	Jan - Aug 18
Ordinary Income/Expense		
Income		
Credit Card Income	0.00	454.06
Donations	0.00	13,595.75
Fundraising Income	13,647.55	30,774.04
Grants	6,119.00	32,401.59
Other Income	4,665.77	22,005.52
Rent Income	0.00	1,324.75
Theater Income	0.00	3,650.06
Venue Deposit/Reimbursement	-1,020.00	-9,548.00
Total Income	23,412.32	94,657.77
Expense		
Accounting Fees	450.00	1,350.00
Advertising	996.27	4,786.69
Bank Service Fees	0.00	20.00
Conference, Convention, Meeting	0.00	100.00
Contract Service	690.75	9,083.06
Dues & Subscriptions	0.00	225.00
Fundraising Expense	-4,253.14	16,144.27
Insurance	0.00	1,292.00
Museum Expense	0.00	3,465.00
Office	0.00	645.51
Postage, Mailing Service	0.00	275.00
Printing and Copying	476.51	3,657.92
Rent	0.00	2,200.00
Repairs & Maintenance	0.00	478.32
Supplies	98.96	7,005.06
Taxes & Licenses	0.00	711.70
Theater Expenses	526.70	12,680.05
Travel & Entertainment		
Hotel/Motel	0.00	350.00
Meals	33.00	423.65
Travel & Entertainment - Other	366.40	2,025.44
Total Travel & Entertainment	399.40	2,799.09
Webpage	181.95	530.91
Total Expense	-432.60	67,449.58
Net Ordinary Income	23,844.92	27,208.19
Other Income/Expense		
Other Income		
Interest Income	1.48	9.03
Total Other Income	1.48	9.03
Other Expense		
Facade Grants	0.00	12,360.05
Other Grants	3,400.00	11,280.41
Total Other Expense	3,400.00	23,640.46
Net Other Income	-3,398.52	-23,631.43
Net Income	20,446.40	3,576.76



ROCK SPRINGS
ANIMAL CONTROL
FISCAL REPORT
CITY + COUNTY

2017 - 2018

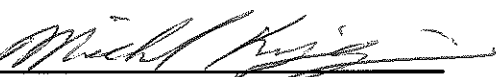
Date	JUL.	AUG.	SEP.	OCT.	NOV.	DEC.	JAN.	FEB.	MAR.	APR.	MAY	JUN.	TOTAL
Total Impounds													
DOGS	38	41	36	52	32	31	46	33	46	32	53	38	478
PUPPIES	5	13	1	16	4	9	1	6	5	4	1	11	76
CATS	22	28	25	43	41	31	18	20	35	39	27	22	351
KITTENS	22	55	75	73	17	7	7	1	2	2	35	15	311
MISC.	10	18	16	10	7	0	2	2	5	6	18	0	94
TOTAL	97	155	153	194	101	78	74	62	93	83	134	86	1310

Reclaimed By Owners													
DOGS	25	35	26	22	19	16	24	21	33	21	29	21	292
PUPPIES	2	4	1	4	2	2	0	2	3	0	0	0	20
CATS	3	0	1	4	3	5	0	2	5	7	3	1	34
KITTENS	0	1	1	0	0	0	0	0	0	0	0	0	2
MISC.	0	1	1	0	0	0	0	0	0	1	0	0	3
TOTAL	30	41	30	30	24	23	24	25	41	29	32	22	351

Adoptions													
DOGS	13	5	9	19	12	10	22	12	12	9	23	14	160
PUPPIES	3	9	0	11	2	6	1	3	2	4	1	11	53
CATS	10	9	11	22	12	19	14	11	6	17	18	16	165
KITTENS	4	36	34	43	11	5	5	1	1	1	30	12	183
MISC.	1	0	3	0	0	0	1	1	0	2	0	0	8
TOTAL	31	59	57	95	37	40	43	28	21	33	72	53	569

Euthanasia													
DOGS	0	0	0	6	1	3	0	0	0	2	0	3	15
PUPPIES	0	0	0	0	0	0	0	0	0	0	0	0	0
CATS	0	6	0	8	3	4	1	0	21	1	0	4	48
KITTENS	0	5	7	9	3	0	0	0	1	0	2	0	27
FERAL CATS	6	8	8	4	15	1	2	5	0	8	8	0	65
FERAL KITTENS	7	3	9	2	4	2	0	0	0	0	0	0	27
MISC.	1	6	6	4	1	0	0	0	0	1	2	0	21
TOTAL	14	28	30	33	27	10	3	5	22	12	12	7	203

RESPECTFULLY SUBMITTED,

X 

ANIMAL CONTROL SUPERVISOR, MIKE KIGGINS





ROCK SPRINGS
ANIMAL CONTROL
FISCAL REPORT
CITY ONLY

2017 - 2018

Date	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	TOTAL
Total Impounds													
DOGS	31	31	29	39	27	22	37	28	35	26	43	35	383
PUPPIES	4	13	0	5	2	9	1	6	2	4	0	11	57
CATS	20	27	19	34	35	27	16	18	25	37	27	21	306
KITTENS	22	49	40	62	12	2	7	1	2	2	29	14	242
MISC.	10	18	13	10	7	0	2	2	5	6	18	0	91
TOTAL	87	138	101	150	83	60	63	55	69	75	117	81	1079

Reclaimed By Owners													
DOGS	20	25	21	16	18	8	21	17	24	17	25	20	232
PUPPIES	2	4	0	3	2	2	0	2	0	0	0	0	15
CATS	2	0	0	4	3	5	0	2	3	6	3	1	29
KITTENS	0	0	0	0	0	0	0	0	0	0	0	0	0
MISC.	0	1	0	0	0	0	0	0	0	1	0	0	2
TOTAL	24	30	21	23	23	15	21	21	27	24	28	21	278

Adoptions													
DOGS	11	5	8	13	8	10	16	11	10	7	17	12	128
PUPPIES	2	9	0	1	0	6	1	3	2	4	0	11	39
CATS	9	8	8	17	11	15	13	9	5	17	18	15	145
KITTENS	4	33	27	34	9	2	5	1	1	1	25	12	154
MISC.	1	0	1	0	0	0	1	1	0	2	0	0	6
TOTAL	27	55	44	65	28	33	36	25	18	31	60	50	472

Euthanasia													
DOGS	0	0	0	5	1	2	0	0	0	2	0	3	13
PUPPIES	0	0	0	0	0	0	0	0	0	0	0	0	0
CATS	0	6	0	7	3	4	1	0	14	1	0	4	40
KITTENS	0	5	0	8	3	0	0	0	1	0	1	0	18
FERAL CATS	6	8	6	2	10	1	1	5	0	7	8	0	54
FERAL KITTENS	7	2	4	2	1	0	0	0	0	0	0	0	16
MISC.	1	6	6	4	1	0	0	0	0	1	2	0	21
TOTAL	14	27	16	28	19	7	2	5	15	11	11	7	162

ANIMAL BITES													
TOTAL	0	1	2	6	1	5	2	5	2	6	0	2	32

CITATIONS													
KIGGINS	3	2	1	2	0	0	0	0	2	1	0	0	11
PICKRELL	0	6	1	5	0	3	0	0	0	0	0	0	15
TOTAL	3	8	2	7	0	3	0	0	2	1	0	0	26

RESPECTFULLY SUBMITTED,

X 
ANIMAL CONTROL SUPERVISOR, MIKE KIGGINS





ROCK SPRINGS
ANIMAL CONTROL
FISCAL REPORT
COUNTY ONLY

2017 - 2018

Date	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	TOTAL
Total Impounds													
DOGS	7	10	7	13	5	9	9	5	11	6	10	3	95
PUPPIES	1	0	1	11	2	0	0	0	3	0	1	0	19
CATS	2	1	6	9	6	4	2	2	10	2	0	1	45
KITTENS	0	6	35	11	5	5	0	0	0	0	6	1	69
MISC.	0	0	3	0	0	0	0	0	0	0	0	0	3
TOTAL	10	17	52	44	18	18	11	7	24	8	17	5	231

Reclaimed By Owners													
DOGS	5	10	5	6	1	8	3	4	9	4	4	1	60
PUPPIES	0	0	1	1	0	0	0	0	3	0	0	0	5
CATS	1	0	1	0	0	0	0	0	2	1	0	0	5
KITTENS	0	1	1	0	0	0	0	0	0	0	0	0	2
MISC.	0	0	1	0	0	0	0	0	0	0	0	0	1
TOTAL	6	11	9	7	1	8	3	4	14	5	4	1	73

Adoptions													
DOGS	2	0	1	6	4	0	6	1	2	2	6	2	32
PUPPIES	1	0	0	10	2	0	0	0	0	0	1	0	14
CATS	1	1	3	5	1	4	1	2	1	0	0	1	20
KITTENS	0	3	7	9	2	3	0	0	0	0	5	0	29
MISC.	0	0	2	0	0	0	0	0	0	0	0	0	2
TOTAL	4	4	13	30	9	7	7	3	3	2	12	3	97

Euthanasia													
DOGS	0	0	0	1	0	1	0	0	0	0	0	0	2
PUPPIES	0	0	0	0	0	0	0	0	0	0	0	0	0
CATS	0	0	0	1	0	0	0	0	7	0	0	0	8
KITTENS	0	0	7	1	0	0	0	0	0	0	1	0	9
FERAL CATS	0	0	2	2	5	0	1	0	0	1	0	0	11
FERAL KITTE	0	1	5	0	3	2	0	0	0	0	0	0	11
MISC.	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	0	1	14	5	8	3	1	0	7	1	1	0	41

RESPECTFULLY SUBMITTED,

X Mike Kiggins

ANIMAL CONTROL SUPERVISOR, MIKE KIGGINS

DPH



ROCK SPRINGS ANIMAL CONTROL FISCAL FINANCIAL REPORT

2017 - 2018

MONTH	IMPOUNDS	CITY LICENSES	ADOPTION	VET FEES	COUNTY CHARGES	TOTAL INCOME
JUL	1540.00	1544.00	1380.00		117.96	\$4,581.96
AUG	2060.00	1731.00	1420.00		1238.58	\$6,449.58
SEPT	1465.00	1211.00	1160.00	55.00	4226.90	\$8,117.90
OCT	1675.00	1314.00	2180.00	100.00	3735.40	\$9,004.40
NOV	1375.00	1262.00	1000.00		1435.18	\$5,072.18
DEC	1135.00	771.00	1080.00		1297.56	\$4,283.56
JAN	1165.00	1475.00	1420.00	76.00	943.68	\$5,079.68
FEB	1180.00	1121.00	820.00	100.00	452.18	\$3,673.18
MAR	1690.00	1104.00	880.00		825.72	\$4,499.72
APR	2370.00	1298.00	720.00		530.82	\$4,918.82
MAY	1690.00	1104.00	880.00		1159.94	\$4,833.94
JUN	1517.00	2168.00	1080.00		412.86	\$5,177.86
TOTAL	\$18,862.00	\$16,103.00	\$14,020.00	\$331.00	\$16,376.78	\$65,692.78

RESPECTFULLY SUBMITTED,

X 

ANIMAL CONTROL SUPERVISOR, MIKE KIGGINS



City Council Agenda

Council Committee and Board Reports



Meeting Minutes

Committee	Main Street Board		
Date	September 10, 2018		
Time	5:00 p.m.		
Board President	Maria Mortensen		
Meeting Attendees			
Today's Agenda			
	Topics	Action Points	Assigned To
Call to Order at 5:03pm by Maria Mortensen-Chairperson			
Roll Call - Present Chad Banks, Sue Lozier, Kevin Harper, Eric Phillips, Gloria Hutton and Maria Mortensen. Also Present were Danielle Torpey and Trina Britton.			
Approve Minutes - Gloria Hutton moved for approval, Eric Phillips Second, passed unanimously.			
Guests – Introduce Danielle Torpey she is replacing Devon Brubaker on the board and has been approved at last council meeting.			
Committee Reports			
Arts and Culture -			
ARTini – August 24 - The event went really well despite the rain. It was really full as far as people. Net \$5521, will split with the Concert Association. Could have nailed down the liquor expense.			
Brown Bag Concert Series - Has gone really well. No rain outs. Mostly paid for by Wyoming Culture Trust fund grant and a few sponsors. Really a successful event.			
Blues n' Brews – Aug 11 - Great success, YAP net \$4678, URA net \$18,711. This is approx. as have not received all bills.			
Murals - Done - AARP Paid for one mural, and Wyoming Arts Council that paid for part of one. Parks Dept. would like us to see about doing the power utility boxes wraps in Bunning Park and around downtown area. Kick it off next year with this idea.			
Community Garden – Coal Camps? - Waiting on the Coal Camps signage.			
ARTember - Sept. 15 th - Weather should be nice. 14 people signed up for the Antler painting workshop. Good fundraiser for us at the theater at 10am. 18-20 artist signed up to be along South Main from 11-4 that day. Spin bike, Chalk art available for kids from 12-2 in Bank Court.			
Downtown Putt Around – High School Seniors to put away for the winter in First Security Bank for a senior project. Chad has contacted Dominion to see if they could set it up for us in the spring. Close down the middle to end of October. We had a count of 1500 the end of August. Next year do a ghouls and golf for Halloween, glow golf with glow sticks/lights in the summer.			
Salsa Sip and Stroll - Weather was good, 149 ballots, really busy. Turned out great.			
Business Development			
Recruitment Brochure - Update - It is done and out. Brochure about why you should relocate your business here and the things going on in the downtown area.			
Women's Business Month - Kathy Gilbert has been getting the interviews and is almost done. Month of October will feature 2 or 3 business' a day of women owned downtown business's.			
Caboose - Still on the list. Have a drawing of Air B&B and could do under the Technical Assistant Grant.			

Shades over Bank Court- Looking into these for Bank Court, cost is about \$30,000 which falls under the Technical Assistant Grant also.
Pop Up Shop for Christmas - Probably not going to happen this year. Approaching to fast.
Dining Decks - Too many hurdles and will be able to have it up in May. Evanston has dining decks up and using them. ☹
First Security Bank - Would like to Partner with WWCC for an off campus downtown location. Still have inquiries about the building. Pursue this further after new mayor takes over.
Main Street Mixer - Need to jumpstart these, Talked about doing these quarterly.
Promotions
Farmer's Market - Loss was about \$5000 this year. Do we keep, relocate (Bunning Park) or stop? Merchants are complaining about it. It's a lot of manpower and work. Approach Rec dept. again about having in Bunning Park? Is it worth keeping? Decide on this at a later date.
Witches Day Out - Oct 13th - tying in with Bitter Creek Boutique craft fair. Next year we will work with Wildflower and Company and do the same day.
Golf Course – winter storage? - First Security building.
Downtown magazine - New Fall one coming out.
Murder Mystery Fundraiser - Oct 6 - \$35 per person, \$500 Table, Need sponsors. If each board member could donate a bottle of liquor.
Flowers - Watering issues - The cart used to water was in the shop for 3 months. We get a crappy cart for watering and the plants need to be water every day. Talked to Pete Leibee from Rocky Mountain Power Sports about using one of his carts/4 wheeler, having a sign on it for his advertising and sponsoring for next year.
Board Evaluations - One day we will do.
Marketing/Events Position - 30 hours/week, Start Oct 1-15 - Budget meeting tonight about adding a position. Go thru Elwood Staffing, with a budget amendment which makes it easier and quicker. Hopefully approved by Sept. 18 th and can hire by Oct. 15 th .
Adjourn Public Meeting at 5:45pm by Maria Mortensen
Call RSRF Meeting to Order at 5:45 by Maria Mortensen
Approve Minutes, Financials, Bills & Deposits - Kevin Harper moved for approval, Eric Phillips Second, passed unanimously.
Social Club Liquor License/Theater - Gearing back up
Summer "Clean Team" - Has done a great job and will have a final check for them next month.
Leadership Circle? - Fundraiser Idea. Invite the community to come part of the the leadership circle.
Facade Grant Update - No Grants - Emily Lopez @ High Country Realty has Dr. Dowds old office, looks nice and should be in by October. Steve Johnson is back with requests. Would like to hold off on grants until we have more funds.
Other Business/Open Forum -
Adjourn RSRF Meeting at 5:50pm
Next Meeting – Monday, Sept 10

Rock Springs Historical Museum Board
Meeting Minutes – September 13, 2018

Board Members:

Present: Liz Strannigan, Gregory Hasman, Mandy Camphouse, Bonnie Cannon

Absent: Joe Barbuto, Sharon Gray, Jon Harwood

Others Present: None

Call To Order: 5:40 PM

Approval of Minutes: Minutes from the August 8 meeting were approved. Gregory made the motion, Bonnie seconded.

Introductions: None

Council Liaison's Report: None as Rose Mosbey was not in attendance.

Correspondence: Museum has received several thank you notes from tour groups.

Treasurer Report: \$7000 current fiscal year budget. Prior year donations totaled \$3344. Two donations made recently were \$60 for the downtown Meandering with Mary and \$250 for the Casper Antique and Collectors' Club.

Museum Report: Jennifer participated in a video about downtown Rock Springs that is being produced by Sweetwater County Travel and Tourism. Staff members continue to make progress moving items from downstairs but only 20 percent of the museum's collection has been catalogued.

Old Business: Halloween Stroll- 3000 bags will cost \$783 and the candy will be \$323. Bonnie made a motion to approve the purchase, Gregory seconded. In the past, there hasn't been a good accounting of the number of bags distributed to children during the Stroll so this year, we will keep better tabs how many bags are given out. It was agreed board members will meet at 4pm on October 10 to stuff bags (one hour prior to the board meeting). The Stroll will take place on October 27, probably from 11am to 2pm.

Other events: Witches' Day Out will be October 13, and Santa at the Museum will take place on December 1, 8 and 15. Board members will be needed to volunteer for these events. Jennifer will provide additional information soon. The Lighted Christmas Parade is expected to take place on December 1. Board members volunteering to serve hot chocolate and cookies will likely need to meet from 11am to 2pm that day to prepare. Jennifer noted that the cost for the hot chocolate, 500 cookies and cups was approximately \$190 last year. Gregory made a motion to approve spending \$250 on those items this year. Bonnie seconded.

New Business: Armistice Day-Gregory noted it will be the 100th anniversary of Armistice Day on November 11, 2018. There will be a ceremony at the Archie Hay VFW post, and he requested the museum find a way to participate in, or dovetail its activities with, those being done by the VFW.

Lincoln Highway Conference-Gregory reported the Lincoln Highway Coalition will hold a conference on June 18-22, 2019. He would like the museum board to help. He has contacted the Rock Springs Chamber for help and they are on board. He needs to check with Chad Banks to determine if the car show usually held in mid-June will coincide with the conference. Gregory is also working on securing speakers and applying for Travel and Tourism grants for the conference.

Cookbook: Bonnie reported she requested a quote from Smyth Printing, Inc. on the cost of printing a museum cookbook. The quote for a 150-page book (5.5 x 8.5) is \$2200 for 500 books and \$3942 for 1000. As a ballpark figure, Bonnie noted that the cookbooks would need to be priced at \$15 each to earn a reasonable profit. Mandy reported that the Senior Center already has a cookbook and that her impression was that it was not selling well.

Rock Springs Picture Book: It was suggested and discussed that instead of a cookbook, perhaps better idea would be a "Then and Now" picture book showing how Rock Springs has changed over the years.

Prohibition Party: There was also a discussion about scheduling the Prohibition Party for some time in 2019. Mandy and Jennifer agreed to look at some possible dates and report back.

Announcements: None

Adjournment: 6:30 PM

Submitted by: Bonnie Cannon

Next Meeting:

10 October 2018 at 5:30PM



City Council Agenda

Bills and Claims

Memorandum

To: Honorable Carl R. Demshar
CC: City Councilors
From: Samantha Michel
Date: 10/15/2018
Re: Addendum to Bills and Claims for October 16, 2018

The Finance Department requests an addendum to the Bills and Claims list for October 16, 2018.

Addition:

* Wyoming Department of Revenue & Tax	\$1,195.84
Sales Tax Collections 9/1/18 - 9/30/18	

Revised Bills & Claims Total:	\$1,476,549.71
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City of Rock Springs Open Item Listing

Run Date: 10/12/2018 User: sam_michel

Status: POSTED Due Date: 10/16/2018
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	24795	119-001458	19-001014	10/16/2018	1	Snake two toilets at the train depot four in line	110-11-1104-404310	\$ 90.00
[VENDOR] 84 : ACE HARDWARE	102104-Sept2018	119-001506	19-001151	10/16/2018	1	Misc. Supplies - Cemetery	110-13-1304-404310	\$ 160.37
1619.35	102104-Sept2018	119-001506	19-001151	10/16/2018	1	Misc. Supplies - Cemetery	110-13-1304-406125	\$ 4.44
	102104-Sept2018	119-001506	19-001151	10/16/2018	2	Misc. Supplies - City Bldgs	110-14-1405-406120	\$ 41.93
	102104-Sept2018	119-001506	19-001151	10/16/2018	3	Misc. Supplies - Civic	110-14-1404-406120	\$ 79.90
	102104-Sept2018	119-001506	19-001151	10/16/2018	3	Misc. Supplies - Civic	110-14-1404-406132	\$ 39.91
	102104-Sept2018	119-001506	19-001151	10/16/2018	4	Misc. Supplies - Fire	110-12-1205-406130	\$ 45.92
	102104-Sept2018	119-001506	19-001151	10/16/2018	5	Misc. Supplies - Golf	110-14-1402-406120	\$ 5.26
	102104-Sept2018	119-001506	19-001151	10/16/2018	5	Misc. Supplies - Golf	110-14-1402-406130	\$ 17.88
	102104-Sept2018	119-001506	19-001151	10/16/2018	6	Misc. Supplies - Housing	250-35-3501-406001	\$ 38.97
	102104-Sept2018	119-001506	19-001151	10/16/2018	6	Misc. Supplies - Housing	250-35-3502-406120	\$ 69.00
	102104-Sept2018	119-001506	19-001151	10/16/2018	7	Misc. Supplies - Parks	110-14-1401-404310	\$ 67.27
	102104-Sept2018	119-001506	19-001151	10/16/2018	7	Misc. Supplies - Parks	110-14-1401-406120	\$ 46.12
	102104-Sept2018	119-001506	19-001151	10/16/2018	7	Misc. Supplies - Parks	110-14-1401-406130	\$ 70.72
	102104-Sept2018	119-001506	19-001151	10/16/2018	8	Misc. Supplies - Streets	110-13-1303-406130	\$ 358.99
	102104-Sept2018	119-001506	19-001151	10/16/2018	9	Misc. Supplies - WRF	130-16-1601-406120	\$ 65.94
	102104-Sept2018	119-001506	19-001151	10/16/2018	9	Misc. Supplies - WRF	130-16-1601-406125	\$ 32.55
	102104-Sept2018	119-001506	19-001151	10/16/2018	10	Misc. Supplies - Water Ops	150-33-3302-406120	\$ 474.19
[VENDOR] 4 : ADVANCED TELE SYSTEMS	11017	119-001459	19-001050	10/16/2018	1	Phone maintenance	130-16-1601-404301	\$ 40.00
[VENDOR] 74 : AIRGAS INTERMOUNTAIN	9500489994	119-001625	19-001181	10/16/2018	1	FRC-Tank rental inv 9956638009	110-14-1405-406120	\$ 4.85
1419.73	9500489994	119-001625	19-001181	10/16/2018	2	Fire-Lease Renewal 10/1/18-9/30/19, inv 9956115506	110-12-1205-406130	\$ 1,152.70
	9500489994	119-001625	19-001181	10/16/2018	3	Fire- Oxygen, inv9956638010	110-12-1205-406130	\$ 14.36
	9500489994	119-001625	19-001181	10/16/2018	4	WRF- Argon, inv 9956638010	130-16-1601-406130	\$ 14.36
	9500489994	119-001625	19-001181	10/16/2018	5	WRF-Misc supplies & argon, inv 9080397394	130-16-1601-406120	\$ 233.46
[VENDOR] 24448 : ALL WEST COMMUNICATIONS	OCT-2534100	119-001391	19-000323	10/16/2018	1	Three months of service	110-14-1404-404101	\$ 69.95
255.92	Oct2018	119-001507	19-000293	10/16/2018	1	TV bills	110-14-1405-404101	\$ 69.95
	2316200-Oct2018	119-001508	19-001112	10/16/2018	1	cable bill for october	110-14-1402-406133	\$ 85.95
	2627700-Oct2018	119-001509	19-000331	10/16/2018	1	Monthly TV Service for City Hall	110-11-1101-403220	\$ 30.07
[VENDOR] 23520 : ALPINE PURE BOTTLED WATER	99967	119-001460	19-001049	10/16/2018	1	Water and cooler rent	130-16-1601-406130	\$ 53.00
62.00	99916	119-001510	19-001132	10/16/2018	1	Cooler rental, inv 99916	110-11-1102-406001	\$ 9.00
[VENDOR] 3526 : ALSCO-AMERICAN LINEN	025830-Sept2018	119-001461	19-001093	10/16/2018	1	City Buildings	110-11-1104-404600	\$ 277.44
1925.08	025830-Sept2018	119-001461	19-001093	10/16/2018	2	Police Dept.	110-12-1201-406130	\$ 218.42
	025830-Sept2018	119-001461	19-001093	10/16/2018	3	Animal Control	110-12-1202-406130	\$ 55.44

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
	025830-Sept2018	119-001461	19-001093	10/16/2018	4	Streets	110-13-1303-404600	\$ 322.72
	025830-Sept2018	119-001461	19-001093	10/16/2018	5	Shop	110-19-1903-404600	\$ 288.69
	025830-Sept2018	119-001461	19-001093	10/16/2018	6	Cemetery	110-13-1304-404600	\$ 121.96
	025830-Sept2018	119-001461	19-001093	10/16/2018	7	Golf Course	110-14-1402-404600	\$ 48.52
	025830-Sept2018	119-001461	19-001093	10/16/2018	8	WWTP	130-16-1601-404600	\$ 442.37
	025830-Sept2018	119-001461	19-001093	10/16/2018	9	Water Operations	150-33-3302-404600	\$ 99.12
	025830-Sept2018	119-001461	19-001093	10/16/2018	10	Civic Center	110-14-1404-404600	\$ 50.40
[VENDOR] 23392.176 : AMUNDSEN CONSTRUCTION	CD-000376	119-001361		10/16/2018	1	ComDev Refund	110-00-0000-229000	\$ 530.00
[VENDOR] 23392.177 : AMUNDSEN CONSTRUCTION	CD-000377	119-001362		10/16/2018	1	ComDev Refund	110-00-0000-229000	\$ 795.00
[VENDOR] 23392.178 : AMUNDSEN CONSTRUCTION	CD-000378	119-001363		10/16/2018	1	ComDev Refund	110-00-0000-229000	\$ 600.00
[VENDOR] 9000.2327 : AMUNDSEN CONSTRUCTION	8064562	119-001610		10/16/2018	1	UB CR REFUND-123341	170-00-0000-202000	\$ 29.82
[VENDOR] 24219 : ANIMAL CLINIC OF GREEN RIVER	31320	119-001511	19-001140	10/16/2018	1	Animal 244121 Voucher Feline Neuter and vaccinations	110-12-1202-404704	\$ 61.00
[VENDOR] 9000.2326 : ASB CONSTRUCTION	8064561	119-001609		10/16/2018	1	UB CR REFUND-166277	170-00-0000-202000	\$ 8.14
[VENDOR] 24482 : ATLANTIC CITY HISTORICAL SOCIETY, INC.	1868-2018	119-001462	19-001046	10/16/2018	1	Atlantic City Books	110-34-3401-406133	\$ 224.00
[VENDOR] 20301 : AUTO PARTS UNLIMITED	9/30/18-1890	119-001392	19-001030	10/16/2018	1	Cemetery- Vehicle/Equipment Parts	110-13-1304-406125	\$ 3.39
	9/30/18-1890	119-001392	19-001030	10/16/2018	2	Fire- Vehicle/Equipment Parts	110-12-1205-406125	\$ 212.67
	9/30/18-1890	119-001392	19-001030	10/16/2018	3	PD- Vehicle/Equipment Parts	110-12-1201-406125	\$ 327.73
	9/30/18-1890	119-001392	19-001030	10/16/2018	4	Streets- Vehicle/Equipment Parts	110-13-1303-406125	\$ 315.06
	9/30/18-1890	119-001392	19-001030	10/16/2018	5	Shop- Vehicle/Equipment Parts	110-19-1903-406120	\$ 15.17
	9/30/18-1890	119-001392	19-001030	10/16/2018	6	Star Bus- Vehicle/Equipment Parts	110-19-1903-406123	\$ 31.96
	9/30/18-1890	119-001392	19-001030	10/16/2018	7	Water- Vehicle/Equipment Parts	150-33-3302-406125	\$ 204.92
	9/30/18-1890	119-001392	19-001030	10/16/2018	8	WRF- Vehicle/Equipment Parts	130-16-1601-406125	\$ 5.87
[VENDOR] 20708 : AUTOZONE	322755-Sept2018	119-001463	19-001051	10/16/2018	1	PD-Misc Parts & Supplies	110-12-1201-406125	\$ 461.10
	322755-Sept2018	119-001463	19-001051	10/16/2018	2	Streets-Misc Parts & Supplies	110-13-1303-406120	\$ 15.99
	322755-Sept2018	119-001463	19-001051	10/16/2018	3	Water-Misc Parts & Supplies	150-33-3302-406125	\$ 373.96
[VENDOR] 23714 : BABCOCK LABORATORIES, INC.	B182708-8180	119-001464	18-001421	10/16/2018	1	2018 unregulated contaminant testing EPA required	150-33-3302-406130	\$ 430.00
	B180943-8180	119-001465	18-001421	10/16/2018	1	2018 unregulated contaminant testing EPA required	150-33-3302-406130	\$ 80.00
[VENDOR] 18 : BENNETT PAINT AND GLASS	65948/65870	119-001466	19-001037	10/16/2018	1	Paint, Inv. #65948	250-35-3502-406120	\$ 31.92
	65948/65870	119-001466	19-001037	10/16/2018	2	Primer/Paint, Inv. #65870	110-11-1104-406120	\$ 73.25
[VENDOR] 24003 : BINGHAM	URP-Oct2018	119-001512	19-001102	10/16/2018	1	October Urp	250-00-0000-115000	\$ 38.00
[VENDOR] 332 : BLOEDORN LUMBER COMPANY-RS	187766- SEPT	119-001393	19-000999	10/16/2018	1	Parks- Cement, inv 4523512, 4530933, 4533276, 4535609	110-14-1401-404310	\$ 526.40
	187766- SEPT	119-001393	19-000999	10/16/2018	2	WRF- Concrete bits, inv 4495647	130-16-1601-406120	\$ 27.99

1116.77

851.05

510.00

105.17

Heather

554.39

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
[VENDOR] 24398 : BOAHEN <i>Daney</i>	URP-Oct2018	I19-001513	19-001107	10/16/2018	1	Oct Urp	250-00-0000-115000	\$ 31.00
[VENDOR] 19420 : BOOKCLIFF SALES INC	5346756	I19-001467	19-001071	10/16/2018	1	Boots for LeRoy Winters	150-33-3302-402103	\$ 165.00
[VENDOR] 23009 : BOOT BARN INC	323687	I19-001514	19-001131	10/16/2018	1	Boots for W. Huckfeldt	250-35-3501-406501	\$ 118.99
[VENDOR] 23118 : BROKEN ARROW	27699/27700	I19-001515	19-001156	10/16/2018	1	RAPID THAW SALT	110-13-1303-406130	\$ 1,482.58
<i>2027.36</i>	27699/27700	I19-001515	19-001156	10/16/2018	2	TYPE C ROAD SALT	110-13-1303-406130	\$ 544.78
[VENDOR] 24502 : BROWN <i>Larrianna</i>	10/2/18 Meeting	I19-001394	19-001027	10/16/2018	1	October 2nd City Council Meeting	110-11-1107-403310	\$ 25.00
[VENDOR] 24158 : C3 MANUFACTURING, LLC	2680	I19-001516	19-000673	10/16/2018	1	900051 Service of Model 210	110-14-1404-406130	\$ 450.00
<i>655.00</i>	2680	I19-001516	19-000673	10/16/2018	2	300025 Lanyard 40' Steel Carabiner (Model210)	110-14-1404-406130	\$ 180.00
	2660	I19-001516	19-000673	10/16/2018	3	Shipping Fees	110-14-1404-406130	\$ 25.00
[VENDOR] 21598 : CALLAWAY GOLF	929523460	I19-001548	19-000590	10/16/2018	1	Special ORder Gary Knieper	110-14-1402-406133	\$ 237.30
[VENDOR] 23651 : CASTLE CLEANING	6861	I19-001517	19-001146	10/16/2018	1	September office cleaning	110-11-1106-404310	\$ 150.00
[VENDOR] 32 : CENTURY EQUIPMENT COMPANY INC	RS11539	I19-001468	19-000847	10/16/2018	1	Reconditioned Okada TOP60/B-R 1250 ft lb hydraulic breaker.	150-33-3302-406130	\$ 14,245.00
<i>14628.39</i>	RR19994/RP70635	I19-001469	19-001086	10/16/2018	1	Mini Excavator Rental, Inv. #RR19994	130-16-1601-404310	\$ 351.75
	RR19994/RP70635	I19-001469	19-001086	10/16/2018	2	Window Latch for Backhoe, Inv. #RP70635	150-33-3302-406120	\$ 15.82
	RR19994/RP70635	I19-001469	19-001086	10/16/2018	3	Latch, Inv. #RP70643	150-33-3302-406120	\$ 15.82
[VENDOR] 23060 : CENTURYLINK	10/12/18	I19-001626	19-001169	10/16/2018	1	City Buildings	110-11-1104-405301	\$ 63.68
<i>1747.12</i>	10/12/18	I19-001626	19-001169	10/16/2018	2	Police Department	110-12-1201-405301	\$ 752.75
	10/12/18	I19-001626	19-001169	10/16/2018	3	Fire Department	110-12-1205-405301	\$ 388.09
	10/12/18	I19-001626	19-001169	10/16/2018	4	Streets	110-13-1303-405301	\$ 65.72
	10/12/18	I19-001626	19-001169	10/16/2018	5	Cemetery	110-13-1304-405301	\$ 38.76
	10/12/18	I19-001626	19-001169	10/16/2018	6	WWTP	130-16-1601-405301	\$ 85.39
	10/12/18	I19-001626	19-001169	10/16/2018	7	Water Operations	150-33-3302-405301	\$ 203.86
	10/12/18	I19-001626	19-001169	10/16/2018	8	URA	110-11-1106-405301	\$ 148.87
[VENDOR] 9000.2334 : CHRISTINA MAGAGNA	8083075	I19-001617		10/16/2018	1	UB CR REFUND-94808	170-00-0000-202000	\$ 38.41
[VENDOR] 23452 : CITY AUTO DBA CARQUEST	1627441-Sept2018	I19-001518	19-001139	10/16/2018	1	Equipment Parts/Supplies - Animal Control	110-12-1202-406120	\$ 6.21
<i>958.99</i>	1627441-Sept2018	I19-001518	19-001139	10/16/2018	2	Equipment Parts/Supplies - FRC	110-14-1405-406120	\$ 35.94
	1627441-Sept2018	I19-001518	19-001139	10/16/2018	3	Equipment Parts/Supplies - Fire	110-12-1205-406125	\$ 208.37
	1627441-Sept2018	I19-001518	19-001139	10/16/2018	4	Equipment Parts/Supplies - Golf	110-14-1402-406120	\$ 558.22
	1627441-Sept2018	I19-001518	19-001139	10/16/2018	4	Equipment Parts/Supplies - Golf	110-14-1402-406203	\$ 46.99
	1627441-Sept2018	I19-001518	19-001139	10/16/2018	5	Equipment Parts/Supplies - Parks	110-14-1401-406125	\$ 4.99
	1627441-Sept2018	I19-001518	19-001139	10/16/2018	6	Equipment Parts/Supplies - Police	110-12-1201-406125	\$ 59.16
	1627441-Sept2018	I19-001518	19-001139	10/16/2018	7	Equipment Parts/Supplies - Streets	110-13-1303-406125	\$ 8.62
	1627441-Sept2018	I19-001518	19-001139	10/16/2018	8	Equipment Parts/Supplies - Star Transit	110-19-1903-406123	\$ 30.49
[VENDOR] 22148 : CJ SIGNS	41465	I19-001519	19-001080	10/16/2018	1	Numbers & Chevrons for Cars	110-12-1201-406125	\$ 50.00

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[VENDOR] 24378 : CLAWSON Amanda	09272018	119-001521	19-001064	10/16/2018	1	Travel Reimbursement	110-12-1201-405801	\$ 105.00
[VENDOR] 20198 : COMMUNICATION TECHNOLOGIES	84156	119-001520	19-001090	10/16/2018	1	Gain antennas, installation and cable	110-14-1401-406130	\$ 295.30
[VENDOR] 48 : CONTROL TEMPERATURE SPECIALISTS INC	18-1001	119-001522	19-000989	10/16/2018	1	a/c repair service	110-14-1402-404310	\$ 2,713.15
7,979.99	57869	119-001523	19-001130	10/16/2018	1	a/c and heat control work at clubhouse	110-14-1402-404310	\$ 4,170.34
	9346-1/2	119-001524	19-001141	10/16/2018	1	Proposed work to repair Lennox roof unit at 90 Center street (Food Bank) Per quote, "Half of the balance is due at contract signing, and remaining payment is due upon completion.	110-15-1501-407500	\$ 1,096.50
[VENDOR] 22372 : COP WYOMING LLC	Applic#9	119-001525	16-004031	10/16/2018	1	Transfer dollars to new line item	150-33-3302-507903	\$ 397,081.03
357,372.93	AR19267	119-001470	19-001055	10/16/2018	1	Copier Maintenance, inv AR19267	110-11-1103-404301	\$ 146.02
43862	AR19268	119-001471	19-000435	10/16/2018	1	Annual Contract amount for copier service	110-13-1301-404301	\$ 22.11
	AR19269	119-001472	19-001054	10/16/2018	1	Overage on copier contract	130-16-1601-404301	\$ 3.97
	AR19408	119-001526	19-001062	10/16/2018	1	Magenta Print Cartridge for Copier	110-12-1201-406001	\$ 255.53
	AR19310	119-001527	19-001124	10/16/2018	1	Copies for September	250-35-3501-406001	\$ 10.99
[VENDOR] 23736 : CREATIVE DECORATIVE FINISHES	09282018	119-001473	19-001047	10/16/2018	1	Refinish B Street Double Doors	110-34-3401-404310	\$ 640.00
[VENDOR] 19520 : CRUM ELECTRIC SUPPLY CO INC	2013002-00	119-001395	19-001001	10/16/2018	1	Misc plugs & parts, inv 2013002-00	110-13-1303-406130	\$ 9.62
1,093.36	2012109-00	119-001396	19-001001	10/16/2018	1	250W Ballast Kit, inv 2012109-00	110-13-1303-406130	\$ 73.58
	2016308-00	119-001397	19-001001	10/16/2018	1	250W HPS Ballast kit, inv 2016308-00	110-13-1303-406130	\$ 73.58
	2008058-00	119-001398	19-001001	10/16/2018	1	LED roadway holophane, inv 2008058-00	110-13-1303-406130	\$ 844.52
	2018022-00	119-001399	19-001001	10/16/2018	1	150W HPS Bulbs, inv 2018022-00	110-13-1303-406130	\$ 148.32
	201358-00	119-001400	19-001001	10/16/2018	1	150W HPS Ballast	110-13-1303-406130	\$ 143.74
[VENDOR] 47 : CUMMINS ROCKY MOUNTAIN LLC	024-66621/66622/6662	119-001474	19-001079	10/16/2018	1	Load tests on Gensets	130-16-1601-404310	\$ 2,050.86
[VENDOR] 24097 : DAVILA Josefina	URP-Oct2018	119-001528	19-001122	10/16/2018	1	Oct. Urp	250-00-0000-115000	\$ 52.00
[VENDOR] 24001 : DC FROST ASSOCIATES, INC.	20830/21091	119-001475	18-002809	10/16/2018	1	UV Disinfection Rehabilitation/Maintenance Parts and Technical service - this is the only supplier of these items that are compatible with our UV System.	130-16-1601-507018	\$ 56,805.75
[VENDOR] 9000.2333 : DEBBIE NICHOLS	8064568	119-001616		10/16/2018	1	UB CR REFUND-97981	170-00-0000-202000	\$ 152.84
[VENDOR] 18684 : DEBERNARDI CONSTRUCTION CO. INC	PayApplic#1	119-001529	18-003217	10/16/2018	1	2018 Concrete Replacement - Phase II	110-13-1303-407109	\$ 34,203.00
137,772.38	PayApplic#1b	119-001530	19-000841	10/16/2018	1	2019 Concrete Replacement Phase 1-Sewer Maintenance	130-16-1601-404310	\$ 86,920.00
	PayApplic#1b	119-001530	19-000841	10/16/2018	2	2019 Concrete Replacement Phase 1-Streets	110-13-1303-407109	\$ 29,830.50
	PayApplic#1b	119-001530	19-000841	10/16/2018	3	Retainage Payable	110-00-0000-206000	\$ 0.00
	5-1762	119-001531	19-001137	10/16/2018	1	EXP-16-00455 Bond Revocation	110-13-1303-407109	\$ 1,914.23
[VENDOR] 20375 : DELL	10269665586	119-001401	19-000917	10/16/2018	1	Toner for 5230n printer	110-11-1105-406001	\$ 389.69
[VENDOR] 23468 : DONALDSON MEDICAL CLINIC	60506	119-001532	19-001066	10/16/2018	1	Pre-Employment Physical for Police Officer	110-12-1201-403201	\$ 275.00

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[VENDOR] 24614 : EGBERT, CRYSTAL	HAP-Oct2018	I19-001533	19-001099	10/16/2018	1	Oct Hap	295-35-3508-404010	\$ 464.00
[VENDOR] 23866 : EIKANGER <i>Danni</i>	URP-Oct2018	I19-001534	19-001121	10/16/2018	1	Oct. Urp	250-00-0000-115000	\$ 38.00
[VENDOR] 24554 : ELWOOD STAFFING SERVICES, INC. <i>192891</i>	1831090	I19-001402	19-001032	10/16/2018	1	Temp Staff- N. Stotts, week ending 9/30/18	110-11-1101-403310	\$ 722.05
	1871884	I19-001403	19-001032	10/16/2018	1	Temp Staff- N. Stotts, week ending 8/5/18	110-11-1101-403310	\$ 484.81
	1885588	I19-001627	19-001175	10/16/2018	1	Temp Staff- N. Stotts, week ending 10/7/18	110-11-1101-403310	\$ 722.05
[VENDOR] 23459 : ERIC F PHILLIPS LAW OFFICE	Sept Services/2	I19-001404	19-001003	10/16/2018	1	Court Appointed Legal Fees for Shanndon Lamorie CT-2018-1425	110-11-1105-403302	\$ 100.00
[VENDOR] 9000.2330 : ERNEST SHORT	8064565	I19-001613		10/16/2018	1	UB CR REFUND-95693	170-00-0000-202000	\$ 81.20
[VENDOR] 20278 : FASTENAL COMPANY <i>184.12</i>	WYROC165491	I19-001628	19-001165	10/16/2018	1	Fasteners, Inv. #WYROC165491	130-16-1601-406120	\$ 142.07
	WYROC165385	I19-001629	19-001165	10/16/2018	1	CapScrews/Locite, Inv. #WYROC165385	110-13-1303-406125	\$ 32.34
	WYROC165316	I19-001630	19-001165	10/16/2018	1	Fasteners, Inv. #WYROC165316	130-16-1601-406120	\$ 9.71
[VENDOR] 22427 : FIRST CHOICE FORD <i>206.47</i>	27SEP18-F3001	I19-001405	19-001018	10/16/2018	1	Water- Seal & Seal Asy, inv 333408	150-33-3302-406125	\$ 154.90
	27SEP18-F3001	I19-001405	19-001018	10/16/2018	2	Shop- Dust Shield, inv 333420	110-19-1903-406120	\$ 51.57
[VENDOR] 9000.2341 : FLARE CONSTRUCTION	8083082	I19-001624		10/16/2018	1	UB CR REFUND-154728	170-00-0000-202000	\$ 1,427.10
[VENDOR] 3528 : FREMONT MOTOR ROCK SPRINGS	1242-24SEP18	I19-001407	19-000998	10/16/2018	1	PD- Door Hinge, inv 80344	110-12-1201-406125	\$ 62.40
[VENDOR] 24063 : FUN EXPRESS	692106341-01	I19-001408	19-000921	10/16/2018	1	Halloween Candy	110-34-3401-406139	\$ 362.70
[VENDOR] 21554 : GLOBE ELECTRIC <i>1678.13</i>	2683/2684	I19-001535	19-000969	10/16/2018	1	Replace contactor and transformer at Kiwanis Park	110-14-1401-406120	\$ 1,563.69
	2683/2684	I19-001535	19-000969	10/16/2018	2	Repair connection to Dewar light pole for irrigation controller power.	110-14-1401-406120	\$ 114.44
[VENDOR] 24046 : GODFREY <i>Julie</i>	URP-Oct2018	I19-001536	19-001101	10/16/2018	1	Oct Urp	250-00-0000-115000	\$ 52.00
[VENDOR] 21153 : HOMAX OIL SALES, INC <i>24,345.68</i>	9/30/18-1195	I19-001409	19-001013	10/16/2018	1	Fire- 15W-40 Oil drum, inv 0427299-IN	110-12-1205-406203	\$ 556.45
	Sept2018	I19-001537	19-001095	10/16/2018	1	Municipal Court	110-11-1105-406203	\$ 50.83
	Sept2018	I19-001537	19-001095	10/16/2018	2	Police Department	110-12-1201-406203	\$ 8,941.42
	Sept2018	I19-001537	19-001095	10/16/2018	3	Animal Control	110-12-1202-406203	\$ 456.59
	Sept2018	I19-001537	19-001095	10/16/2018	4	Fire Department	110-12-1205-406203	\$ 3,041.10
	Sept2018	I19-001537	19-001095	10/16/2018	5	Engineering	110-13-1301-406203	\$ 127.49
	Sept2018	I19-001537	19-001095	10/16/2018	6	Public Services	110-19-1901-406203	\$ 34.03
	Sept2018	I19-001537	19-001095	10/16/2018	7	Building Department	110-19-1902-406203	\$ 209.54
	Sept2018	I19-001537	19-001095	10/16/2018	8	Shop	110-19-1903-406203	\$ 75.15
	Sept2018	I19-001537	19-001095	10/16/2018	9	Streets	110-13-1303-406203	\$ 4,039.90
	Sept2018	I19-001537	19-001095	10/16/2018	10	Cemetery	110-13-1304-406203	\$ 950.00
	Sept2018	I19-001537	19-001095	10/16/2018	11	Parks	110-14-1401-406203	\$ 1,722.27
	Sept2018	I19-001537	19-001095	10/16/2018	12	Civic Center	110-14-1404-406203	\$ 151.01
	Sept2018	I19-001537	19-001095	10/16/2018	13	Family Recreation Center	110-14-1405-406203	\$ 187.62
	Sept2018	I19-001537	19-001095	10/16/2018	14	WWTP	130-16-1601-406203	\$ 1,865.28

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	Sept2018	119-001537	19-001095	10/16/2018	15	Water Operations	150-33-3302-406203	\$ 1,712.14
	Sept2018	119-001537	19-001095	10/16/2018	16	Housing	250-35-3502-406203	\$ 224.86
✓ [VENDOR] 21885 : HOME DEPOT CREDIT SERVICES	2866-9/28/18	119-001631	19-001176	10/16/2018	1	Misc. Supplies - Cemetery	110-13-1304-404310	\$ 119.06
425214	2866-9/28/18	119-001631	19-001176	10/16/2018	2	Misc. Supplies - City Bldgs	110-11-1104-406120	\$ 493.56
	2866-9/28/18	119-001631	19-001176	10/16/2018	3	Misc. Supplies - Civic Center	110-14-1404-404310	\$ 56.94
	2866-9/28/18	119-001631	19-001176	10/16/2018	4	Misc. Supplies - FRC	110-14-1405-406120	\$ 962.68
	2866-9/28/18	119-001631	19-001176	10/16/2018	5	Misc. Supplies - Fire	110-12-1205-406113	\$ 110.06
	2866-9/28/18	119-001631	19-001176	10/16/2018	5	Misc. Supplies - Fire	110-12-1205-406120	\$ 9.93
	2866-9/28/18	119-001631	19-001176	10/16/2018	5	Misc. Supplies - Fire	110-12-1205-406130	\$ 107.32
	2866-9/28/18	119-001631	19-001176	10/16/2018	6	Misc. Supplies - Housing	250-35-3502-404310	\$ 39.11
	2866-9/28/18	119-001631	19-001176	10/16/2018	6	Misc. Supplies - Housing	250-35-3502-406120	\$ 1,715.95
	2866-9/28/18	119-001631	19-001176	10/16/2018	7	Misc. Supplies - Parks	110-14-1401-404310	\$ 107.83
	2866-9/28/18	119-001631	19-001176	10/16/2018	7	Misc. Supplies - Parks	110-14-1401-406120	\$ 67.86
	2866-9/28/18	119-001631	19-001176	10/16/2018	8	Misc. Supplies - Police	110-12-1201-404503	\$ 417.92
	2866-9/28/18	119-001631	19-001176	10/16/2018	9	Misc. Supplies - URA	110-11-1106-406130	\$ 43.92
✓ [VENDOR] 21603 : HOSE & RUBBER SUPPLY	Ci097-Sept2018	119-001476	19-001089	10/16/2018	1	Hydraulic Hose Assy, Inv. #D91658-001	110-13-1303-406125	\$ 122.08
270.98	Ci097-Sept2018	119-001476	19-001089	10/16/2018	2	Pressure Washer Wand, Inv. #D89641-001	150-33-3302-406120	\$ 111.29
	Ci097-Sept2018	119-001476	19-001089	10/16/2018	3	Hose Assy, Inv. #D83254-001	110-12-1205-406125	\$ 23.96
	Ci097-Sept2018	119-001476	19-001089	10/16/2018	4	V-Belt, Inv. #D93367-001	150-33-3302-406120	\$ 13.65
✓ [VENDOR] 53 : HOWARD SUPPLY CO LLC	50810003	119-001477	19-001040	10/16/2018	1	Rags, Inv. #50810003	150-33-3302-406120	\$ 87.50
✓ [VENDOR] 24566 : HUNT, DANASIA	URP-Oct2018	119-001538	19-001120	10/16/2018	1	Oct Urp	250-00-0000-115000	\$ 52.00
✓ [VENDOR] 21001 : HUNTER FAMILY MEDICAL CLINIC	405320/405250	119-001408	19-001009	10/16/2018	1	Forrest Work Release. Ruiz firefighter physical.	110-12-1205-402203	\$ 738.30
[VENDOR] 8000.2339 : INDUSTRIAL PIPING AND WELDING - IPW	8083080	119-001622		10/16/2018	1	UB CR REFUND-163910	170-00-0000-202000	\$ 1,406.48
✓ [VENDOR] 21252 : INFINITY POWER & CONTROLS	36486	119-001539	19-001152	10/16/2018	1	Ballast repair for UV light banks	130-16-1601-406120	\$ 1,980.00
✓ [VENDOR] 21736 : IPMA	INV-39577-S5C2Z5	119-001410	19-001011	10/16/2018	1	Supplies for civil service tests, inv-39577-S5C2Z5	110-12-1205-403201	\$ 145.00
✓ [VENDOR] 24246 : ISLAS DE DIOS	URP-Oct2018	119-001540	19-001119	10/16/2018	1	Oct Urp	250-00-0000-115000	\$ 52.00
✓ [VENDOR] 22048 : J-BAR EXCAVATION	2142	119-001541	19-000991	10/16/2018	1	topdressing sand for course	110-14-1402-406130	\$ 1,105.49
✓ [VENDOR] 21782 : JC GOLF ACCESSORIES	SI-148872	119-001542	19-001110	10/16/2018	1	Special order Kevin Gold grips	110-14-1402-406133	\$ 91.84
256.84	SI-148958	119-001543	19-001111	10/16/2018	1	Special order Joe Gil	110-14-1402-406133	\$ 165.00
[VENDOR] 9000.2328 : JESSIKA OR CHRIS DINGWALL	8064563	119-001611		10/16/2018	1	UB CR REFUND-107410	170-00-0000-202000	\$ 59.35
✓ [VENDOR] 97 : JFC ENGINEERS SURVEYORS	39354	119-001544	13-000002	10/16/2018	1	STORM SEWER MASTER PLAN	110-13-1301-403310	\$ 2,849.95
✓ [VENDOR] 21578 : JM ELECTRICAL SERVICES	14225	119-001478	19-001081	10/16/2018	1	Wire and trim out new shed	130-16-1601-404310	\$ 4,329.15
6207.07								

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	14174	119-001545	19-001129	10/16/2018	1	emergency boiler repair	110-14-1402-404310	\$ 1,877.92
[VENDOR] 23843 : JME FIRE PROTECTION, INC.	9836	119-001411	19-001034	10/16/2018	1	Annual fire extinguisher inspection	250-35-3502-404310	\$ 3,251.90
[VENDOR] 999.127 : JOHN AND VIRGINIA QUINTANA	FINAL PAYMENT	119-001505		10/16/2018	1	Final Payment - Crossroads Subdivision	110-00-0000-229170	\$ 25,141.78
[VENDOR] 334 : JOINT POWERS WATER BOARD	1262	119-001412	19-001035	10/16/2018	1	Water usage September 2018	150-33-1108-404100	\$ 373,342.63
[VENDOR] 24436 : JONES <i>Matthew</i>	10112018	119-001546	19-001065	10/16/2018	1	Tuition Reimbursement	110-12-1201-403210	\$ 1,163.93
	10112018	119-001546	19-001065	10/16/2018	2	Book Reimbursement	110-12-1201-403210	\$ 49.77
[VENDOR] 9000.2329 : JUSTIN OR LAUREL WINCHESTER	8064564	119-001612		10/16/2018	1	UB CR REFUND-151122	170-00-0000-202000	\$ 65.70
[VENDOR] 99 : KAMAN INDUSTRIAL TECHNOLOGIES <i>562.96</i>	M490403	119-001632	19-001166	10/16/2018	1	Seal, Inv. #M490403	110-14-1402-406120	\$ 29.85
	Z5073	119-001633	19-001166	10/16/2018	1	Bearing, Inv. #Z5073	150-33-3302-406120	\$ 52.81
	X359632	119-001634	19-001166	10/16/2018	1	Bearings, Inv. #X359632	110-14-1405-406120	\$ 463.28
	H930874	119-001635	19-001166	10/16/2018	1	Belt, Inv. #H930874	110-14-1402-406120	\$ 17.02
[VENDOR] 9000.2332 : KASON HALL	8064567	119-001615		10/16/2018	1	UB CR REFUND-97635	170-00-0000-202000	\$ 131.31
[VENDOR] 9000.2340 : KD SERVICES, LLC	8083081	119-001623		10/16/2018	1	UB CR REFUND-161637	170-00-0000-202000	\$ 1,412.45
[VENDOR] 9000.2336 : KURT MCGUFF OR MORGAN MCGUFF	8083077	119-001619		10/16/2018	1	UB CR REFUND-97004	170-00-0000-202000	\$ 94.94
[VENDOR] 24136 : LAB SOURCE INC <i>908.25</i>	006469542/659	119-001413	19-000119	10/16/2018	1	1 Case Medium Biofit EC Gloves	110-12-1205-406130	\$ 98.75
	006469542/659	119-001413	19-000119	10/16/2018	2	1 Case Medium Orange Blaze Gloves	110-12-1205-406130	\$ 102.00
	006469542/659	119-001413	19-000119	10/16/2018	3	1 Case Large Biofit EC Gloves	110-12-1205-406130	\$ 98.75
	006469542/659	119-001413	19-000119	10/16/2018	4	4 Cases Large Orange Blaze Gloves	110-12-1205-406130	\$ 408.00
	006469542/659	119-001413	19-000119	10/16/2018	5	1 Case XL Biofit EC Gloves	110-12-1205-406130	\$ 98.75
	006469542/659	119-001413	19-000119	10/16/2018	6	1 Case XL Orange Blaze Gloves	110-12-1205-406130	\$ 102.00
[VENDOR] 24563 : LAYLAND, SARA N.	URP-Oct2018	119-001547	19-001106	10/16/2018	1	Oct Urp	250-00-0000-115000	\$ 31.00
[VENDOR] 109 : LEWIS & LEWIS INC <i>1395.38</i>	527046	119-001636	19-001177	10/16/2018	1	Water- 3/4" screened rock, inv 527046	150-33-3302-406120	\$ 1,350.00
	524722	119-001637	19-001177	10/16/2018	1	Parks- Shop rock, inv 524722	110-14-1401-404310	\$ 45.38
[VENDOR] 22356 : LIFE ASSIST, INC.	8804406	119-001549	19-001004	10/16/2018	1	EMS Supplies: Alcohol prep pads, 2x2 sponge, EKG paper Lipak, Drug locks(red)	110-12-1205-406130	\$ 140.34
[VENDOR] 24303 : LINKO TECHNOLOGY INC.	5560	119-001414	19-000983	10/16/2018	1	Pretreatment software annual maintenance	130-16-1601-406130	\$ 2,575.00
[VENDOR] 24484 : LOREDO <i>Kathleen</i>	OCT URP	119-001550	19-001118	10/16/2018	1	Oct Urp	250-00-0000-115000	\$ 52.00
[VENDOR] 24409 : LUNA <i>Cristy</i>	OCT URP	119-001551	19-001105	10/16/2018	1	October Urp	250-00-0000-115000	\$ 52.00
[VENDOR] 111 : MACY'S TRUCK REPAIR INC	9/28/18-R4400	119-001415	19-001022	10/16/2018	1	PD- Tow CR18-28383	110-12-1201-403401	\$ 200.00
[VENDOR] 24467 : MASEK GOLF CAR CO.	18-04204	119-001552	19-000663	10/16/2018	1	filter kits golf cars	110-14-1402-406120	\$ 2,396.00

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[VENDOR] 113 : MATTHEW BENDER 16151	05215137	119-001553	19-001133	10/16/2018	1	WY COURT RULES 2018 SUPP, INV 05215137, 05263824	110-11-1102-403220	\$ 57.08
	05263824	119-001554	19-001133	10/16/2018	1	WY COURT RULES 2018 SUPP, INV 05215137, 05263824	110-11-1102-403220	\$ 104.43
[VENDOR] 59 : MCFADDEN WHOLESAL CO INC 4,009.29	356381	119-001416	19-001023	10/16/2018	1	Fire- Misc. Station Supplies, inv 356381	110-12-1205-406130	\$ 222.00
	356661	119-001417	19-001023	10/16/2018	1	Parks- Toilet paper, inv 356661	110-14-1401-404310	\$ 64.55
	356761	119-001418	19-001023	10/16/2018	1	FRC-Misc janitorial supplies, inv 357060	110-14-1405-406120	\$ 2,552.78
	357060	119-001419	19-001023	10/16/2018	1	FRC- Concession Stand supplies, inv 357066	110-14-1405-406120	\$ 640.37
	357066	119-001420	19-001023	10/16/2018	1	Civic- Paper Cups, inv 356761	110-14-1404-406132	\$ 130.30
	357222	119-001421	19-001023	10/16/2018	1	Civic- Janitorial supplies, inv 357222	110-14-1404-406120	\$ 131.09
	357298	119-001422	19-001023	10/16/2018	1	WRF- Janitorial supplies, inv 357298	130-16-1601-406120	\$ 207.15
	357228	119-001423	19-001010	10/16/2018	1	Paper towels & toilet paper, inv 357228	110-11-1106-406140	\$ 61.05
[VENDOR] 24406 : MILE HIGH TURFORASS, LLC	5866	119-001555	19-000988	10/16/2018	1	winter - organic - prep feed - greens	110-14-1402-406130	\$ 1,339.00
[VENDOR] 125 : MORCON SPECIALTY INC 339.20	2208-Sept2018	119-001479	19-001039	10/16/2018	1	Hydraulic Hose/Cleaner, inv. #113395	110-14-1402-406120	\$ 100.17
	2208-Sept2018	119-001479	19-001039	10/16/2018	2	Hydraulic Hose/Hose Guard, inv. #113403	110-14-1402-406120	\$ 87.74
	2208-Sept2018	119-001479	19-001039	10/16/2018	3	Pressure Washer Hose, inv. #113454	110-14-1402-406120	\$ 115.31
	2208-Sept2018	119-001479	19-001039	10/16/2018	4	Hydraulic Hose, inv. #113309	110-14-1402-406120	\$ 35.98
[VENDOR] 23573 : MOUNTAINLAND SUPPLY COMPANY 3,907.25	9/30/18-13154	119-001424	19-001002	10/16/2018	1	Parks- Sod for dog park, inv S102659035.002	110-14-1401-406130	\$ 2,600.00
	9/30/18-13154	119-001424	19-001002	10/16/2018	2	Parks- Flex tube, brass parts, valve box. inv S102796680.001, S102802540.001, S102775695.001	110-14-1401-406130	\$ 50.37
	9/30/18-13154	119-001424	19-001002	10/16/2018	3	Parks- Tubing & pvc parts, inv S102777387.001, S102795578.001	110-14-1401-406130	\$ 216.87
	9/30/18-13154	119-001424	19-001002	10/16/2018	4	Parks- ball valves & valve boxes, inv S102791973.001, S102791293.001	110-14-1401-406130	\$ 197.00
	9/30/18-13154	119-001424	19-001002	10/16/2018	5	Parks- Dog park irrigation supplies, inv S102769746.001	110-14-1401-406130	\$ 365.46
	9/30/18-13154	119-001424	19-001002	10/16/2018	6	Parks- 400' pvc pipe, 250' drip tube, inv S102780160.001	110-14-1401-406130	\$ 441.40
	9/30/18-13154	119-001424	19-001002	10/16/2018	7	WRF- Gaskets, inv S102806102.001	130-16-1601-406120	\$ 36.15
[VENDOR] 24487 : MRI SOFTWARE LLC	US-INV700322	119-001556	19-001123	10/16/2018	1	Resident Check for September	250-35-3501-406501	\$ 112.00
[VENDOR] 3569 : MURDOCHS RANCH AND HOME 574.81	9/25/18-859005	119-001425	19-000995	10/16/2018	1	Animal Control- Needles, syringes & credit ref. 2543, 2544	110-12-1202-406130	\$ 75.39
	9/25/18-859005	119-001425	19-000995	10/16/2018	2	Animal Control- Dog Food for K-9, inv 2530	110-12-1202-406130	\$ 191.96
	9/25/18-859005	119-001425	19-000995	10/16/2018	3	Fire-angle irons & paint, inv 2517	110-12-1205-406130	\$ 41.96
	9/25/18-859005	119-001425	19-000995	10/16/2018	4	Fire- E-463 Supplies inv 2516	110-12-1205-406130	\$ 118.02
	9/25/18-859005	119-001425	19-000995	10/16/2018	5	Housing- Boots for K. Maes, inv 2527	250-35-3501-406501	\$ 127.99
	9/25/18-859005	119-001425	19-000995	10/16/2018	6	Parks- 40lb 16-16-16, inv 2523	110-14-1401-406120	\$ 19.49
[VENDOR] 23161 : MY EDUCATIONAL RESOURCES INC.	SEPY2018.002	119-001426	19-001008	10/16/2018	1	CPR Cards, Instructor Renewals BLS, ACLS, and PALS for Kourbelas, BLS Instructor cards for eleven firefighters	110-12-1205-406130	\$ 526.00
[VENDOR] 20651 : NELSON ENGINEERING	47952	119-001480	15-003454	10/16/2018	1	Change Order #2	150-33-3302-403310	\$ 18,279.52

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[VENDOR] 24586 : NICHOLAS, GARY	OCT HAP	119-001557	19-001097	10/16/2018	1	Oct Hap	295-35-3508-404010	\$ 239.00
[VENDOR] 266 : NU-LIFE AUTO GLASS LLC	49706	119-001427	19-000985	10/16/2018	1	Windshield	110-12-1201-406125	\$ 179.00
370.00	49224	119-001558	19-001044	10/16/2018	1	Windshield	110-12-1201-406125	\$ 191.00
[VENDOR] 302 : NU-TECH SPECIALTIES INC	174260	119-001428	19-001016	10/16/2018	1	FRC- Hydrochloric Acid and Bromine tablets	110-14-1405-406120	\$ 1,142.06
[VENDOR] 22801 : O'REILLY AUTO PARTS	765395-9/28/18	119-001429	19-001028	10/16/2018	1	FRC- Spark plugs & wire set, inv 3118-155757	110-14-1405-406120	\$ 107.66
505.85	765395-9/28/18	119-001429	19-001028	10/16/2018	2	Parks- Battery, inv 3118-155892	110-14-1401-406125	\$ 122.52
	765395-9/28/18	119-001429	19-001028	10/16/2018	3	PD- wiper blade, a/c condenser, expansion valve, & hinge pin, inv 3118-152265: 152818: 152837: 152469: 154043	110-12-1201-406125	\$ 275.67
[VENDOR] 21879 : OFFICE OF STATE LANDS & INVEST	CW044	119-001430	19-000984	10/16/2018	1	Loan payment #14, Clark Addition Sewer Lines, loan no. CWSRF044, Principle = 53,597.67, interest = 10,113.02. Remaining principal = 402,295.04	130-16-1601-407910	\$ 63,710.79
[VENDOR] 22325 : OLDCASTLE PRECAST, INC.	210364647	119-001481	19-001078	10/16/2018	1	grade rings and sealant	130-16-1601-406130	\$ 2,668.00
[VENDOR] 21392 : ONE CALL OF WYOMING	49928	119-001482	19-001072	10/16/2018	1	One call tickets for Sept. 2018.	150-33-3302-406120	\$ 134.25
[VENDOR] 21356 : ORKIN EXTERMINATING	175972481	119-001431	19-001033	10/16/2018	1	530 GOBEL ST AUGUST	250-35-3502-404301	\$ 100.30
499.61	175972481	119-001431	19-001033	10/16/2018	2	2125 CENTURY AUGUST	250-35-3502-404301	\$ 113.34
	175972481	119-001431	19-001033	10/16/2018	3	1400 THOMPSON AUGUST	250-35-3502-404301	\$ 142.92
	175972481	119-001431	19-001033	10/16/2018	4	3102 DEWAR AUGUST	250-35-3502-404301	\$ 143.05
[VENDOR] 138 : PACIFIC STEEL & RECYCLING	395208-Sept2018	119-001483	19-001052	10/16/2018	1	Cemetery- Angle Iron, inv 6589536	110-13-1304-404310	\$ 20.85
1434.69	395208-Sept2018	119-001483	19-001052	10/16/2018	2	Streets- 4" round light, inv 6566358	110-13-1303-406125	\$ 7.95
	395208-Sept2018	119-001483	19-001052	10/16/2018	3	Water-43x98 plate, inv 6567975	150-33-3302-406125	\$ 1,036.89
	395208-Sept2018	119-001483	19-001052	10/16/2018	4	WRF-HR FLAT sheets, inv 6593597, 6580695, 6578308	130-16-1601-406120	\$ 369.20
[VENDOR] 23906 : PARADISE FLOORING	2nd Installment	119-001559	19-000125	10/16/2018	1	replace tile in locker rooms	110-14-1405-404310	\$ 14,754.25
15,354.25	2nd Installment	119-001559	19-000125	10/16/2018	2	re tile damaged floors in steam rooms we could not see the damage till the locker room tile was tore out	110-14-1405-404310	\$ 800.00
[VENDOR] 23414 : PATTERSON VETERINARY SUPPLY INC	0034158255	119-001560	19-001148	10/16/2018	1	Dual Quat Disinfectant for cleaning and sanitizing dishes, trays, etc.	110-12-1202-406130	\$ 449.88
[VENDOR] 22618 : PAYMENT REMITTANCE CENTER	8558-9/27/18	119-001638	19-001012	10/16/2018	1	Travel Expenses- G.Davis to Denver, CO for Verizon conference from 9/23-9/24/18	110-11-1107-405801	\$ 87.30
712.17	8558-9/27/18	119-001638	19-001012	10/16/2018	2	Travel Expenses- A.Thompson to Lander, WY for Housing Toolbox Training from 9/25-9/28/18	250-35-3501-405801	\$ 26.56
	1101-9/27/18	119-001639	19-001012	10/16/2018	1	Travel Expenses- L.Elder, J.Stewart to Jackson & Pinedale, WY for Ice arena cooling systems on 9/7/18	110-14-1405-405801	\$ 89.87
	2777-9/27/18	119-001640	19-001012	10/16/2018	1	Travel Expenses- T.Hall to Cheyenne, WY for Active shooter detection/prevention training from 9/12-9/13/18	110-12-1201-405801	\$ 93.00
	1216-9/27/18	119-001641	19-001012	10/16/2018	1	Travel Expenses- C. Banks to Evanston, WY	110-11-1106-405801	\$ 215.57

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	6885-9/27/18	119-001642	19-001012	10/16/2018	1	for WEDA conference from 9/19-9/21/18 Travel Expenses- J.Bryant, J.Cristanelli, L.Gil to Dutch John, UT from 8/28-9/6/18 to Assist with Britania Wild Fire	110-12-1205-405801	\$ 106.79
	6885-9/27/18	119-001642	19-001012	10/16/2018	2	Travel - Wildland Fire	110-12-1205-406130	\$ 93.08
[VENDOR] 23586 : PERSONAL EVALUATION INC.	29391	119-001561	19-001058	10/16/2018	1	Training for Background Investigators	110-12-1201-403210	\$ 199.00
[VENDOR] 20479 : PICKIN PALACE	1003181	119-001562	19-001150	10/16/2018	1	tripod / boom microphone stands	110-11-1106-406140	\$ 69.98
[VENDOR] 24302 : PILOT BUTTE BROADCASTING LLC	1641	119-001484	19-001076	10/16/2018	1	live morning show radio advertisement	110-11-1106-405402	\$ 200.00
400.00	1678	119-001563	19-001144	10/16/2018	1	live morning show ads - Johnny K - September	110-11-1106-405402	\$ 200.00
[VENDOR] 24539 : PITTS Megan	OCT URP	119-001564	19-001117	10/16/2018	1	Oct Urp	250-00-0000-115000	\$ 38.00
[VENDOR] 19709 : PMS CUSTOM SCREEN PRINTING	2848	119-001432	19-000962	10/16/2018	1	Youth Medium Shirts	110-14-1404-406130	\$ 240.00
540.00	2848	119-001432	19-000962	10/16/2018	2	Youth Large Shirts	110-14-1404-406130	\$ 240.00
	2848	119-001432	19-000962	10/16/2018	3	Print Fix	110-14-1404-406130	\$ 60.00
[VENDOR] 23786 : POLYDYNE INC.	1283301	119-001485	19-001077	10/16/2018	1	GBT polymer	130-16-1601-406130	\$ 2,852.00
[VENDOR] 23877 : PRODUCTIVE CORP.	20180399	119-001643	19-000967	10/16/2018	1	Two FortiAP-321C plus maintenance	110-11-1107-407415	\$ 1,322.44
[VENDOR] 20632 : PUBLIC AGENCY TRAINING COUNCIL	233969	119-001565	19-001068	10/16/2018	1	Registration fees for Amanda Clawson-Walker to attend Detective and New Criminal Investigator	110-12-1201-403210	\$ 550.00
[VENDOR] 21449 : PYROTECHS, INC.	P1264	119-001566	19-001084	10/16/2018	1	Hood System Inspection Invoice #P1264	110-14-1404-404301	\$ 135.00
[VENDOR] 19001 : QA BALANCE SERVICES, INC	2467	119-001567	19-001153	10/16/2018	1	Yearly calibration of lab equipment	130-16-1601-406130	\$ 1,060.00
[VENDOR] 23508 : RAPID RECOVERY	20454	119-001568	19-000981	10/16/2018	1	R 22	110-14-1405-406120	\$ 4,900.00
[VENDOR] 21425 : REAL KLEEN INC.	48769/48671	119-001644	19-001164	10/16/2018	1	Misc. Consumables, Inv. #48769	110-11-1104-406130	\$ 632.85
856.05	48769/48671	119-001644	19-001164	10/16/2018	2	Misc. Consumables, Inv. #48671	110-11-1104-406130	\$ 223.20
[VENDOR] 18923 : RECREATION SUPPLY COMPANY	351087	119-001569	19-000973	10/16/2018	1	BB6903J02 LaMotte TesTabs (100) for ColorQ, DPD #1 (6903A)	110-14-1404-406120	\$ 296.80
918.98	351087	119-001569	19-000973	10/16/2018	2	BB3880J02 LaMotte TesTabs (100) for ColorQ, pH (3880A)	110-14-1404-406120	\$ 288.20
	350693	119-001570	19-000878	10/16/2018	1	Assorted size flippers for lessons and public use	110-14-1404-406130	\$ 333.98
[VENDOR] 2878 : RED HORSE OIL CO, INC	20720-1	119-001571	19-001021	10/16/2018	1	200 gal unleaded	110-14-1402-406203	\$ 548.20
[VENDOR] 24575 : REDI SERVICES LLC	29541	119-001486	19-001074	10/16/2018	1	porta potties - farmers market	110-11-1106-406144	\$ 90.00
[VENDOR] 20127 : RESPOND FIRST AID SYSTEMS	147402	119-001572	19-001136	10/16/2018	1	First Aid Supplies - FRC, Inv. #147402	110-14-1405-406130	\$ 98.51
399.70	147393	119-001573	19-001136	10/16/2018	1	First Aid Supplies - Police, Inv. #147393	110-12-1201-406130	\$ 92.40
	147398	119-001574	19-001136	10/16/2018	1	First Aid Supplies - WRF, Inv. #147398	130-16-1601-406130	\$ 70.39

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	147392	119-001575	19-001136	10/16/2018	1	First Aid Supplies - City Bldgs, Inv. #147392	110-11-1104-406130	\$ 52.05
	147391	119-001576	19-001136	10/16/2018	1	First Aid Supplies - Golf, Inv. #147391	110-14-1402-406130	\$ 86.35
[VENDOR] 9000.2331 : RICHARD FREEMAN	8064566	119-001614		10/16/2018	1	UB CR REFUND-152543	170-00-0000-202000	\$ 91.49
[VENDOR] 24565 : RICHARDS, DANIELLE	OCT URP	119-001577	19-001116	10/16/2018	1	Oct. Urp	250-00-0000-115000	\$ 31.00
[VENDOR] 392 : RMT EQUIPMENT	STMT 9/30/18	119-001645	19-001178	10/16/2018	1	Cemetery- Ball Bearings, inv P07506	110-13-1304-406125	\$ 71.77
2096.32	STMT 9/30/18	119-001645	19-001178	10/16/2018	2	Cemetery- Parts & Fluid, inv P07744	110-13-1304-406125	\$ 1,719.19
	STMT 9/30/18	119-001645	19-001178	10/16/2018	3	Golf- Brush Kit, inv P07697	110-14-1402-406120	\$ 266.31
	STMT 9/30/18	119-001645	19-001178	10/16/2018	4	Parks- Hose, inv P07751	110-14-1401-406125	\$ 39.05
[VENDOR] 24118 : ROBERT A. SPENCE	OCTOBER LEGAL FEES	119-001433	19-001029	10/16/2018	1	Court Appointed Legal Fees For: John Hammontree CR-2016-0036 Michael Nelson CR-2018-0128 Nicholas Vandenburg CR-2018-0135 Lamar Yarber CR-2018-0199 Roger Greenfield CT-2018-1480-1481 Sara Christensen CR-201-0187 Derik VonSchriltz CR-2018-0270 Maria Walton CT-2018-1534-1535 Ellenl Guillen CR-2018-0310	110-11-1105-403302	\$ 1,800.00
[VENDOR] 23637 : ROCK SPRINGS CREEKSIDE APTS.	SEPT & OCT HAP	119-001578	19-001098	10/16/2018	1	Prater Sept and Oct Hap Correction	295-35-3508-404010	\$ 214.00
6391.00	SEPT & OCT HAP	119-001578	19-001098	10/16/2018	2	Conso Oct Hap	295-35-3508-404010	\$ 425.00
[VENDOR] 338 : ROCK SPRINGS MUNICIPAL UTILITY	10/1/18	119-001434	19-000992	10/16/2018	1	Streets	110-13-1303-404111	\$ 570.26
79412.48	10/1/18	119-001434	19-000992	10/16/2018	2	Streets	110-13-1303-404112	\$ 50.17
	10/1/18	119-001434	19-000992	10/16/2018	3	Parks	110-14-1401-404111	\$ 42,792.13
	10/1/18	119-001434	19-000992	10/16/2018	4	Parks	110-14-1401-404112	\$ 82.80
	10/1/18	119-001434	19-000992	10/16/2018	5	Golf Course	110-14-1402-404111	\$ 388.82
	10/1/18	119-001434	19-000992	10/16/2018	6	Golf Course	110-14-1402-404112	\$ 309.60
	10/1/18	119-001434	19-000992	10/16/2018	7	Civic Center	110-14-1404-404111	\$ 257.58
	10/1/18	119-001434	19-000992	10/16/2018	8	Civic Center	110-14-1404-404112	\$ 411.14
	10/1/18	119-001434	19-000992	10/16/2018	9	Cemetery	110-13-1304-404111	\$ 105.79
	10/1/18	119-001434	19-000992	10/16/2018	10	Cemetery	110-13-1304-404112	\$ 14.59
	10/1/18	119-001434	19-000992	10/16/2018	11	Animal Control	110-12-1202-404111	\$ 59.79
	10/1/18	119-001434	19-000992	10/16/2018	12	Animal Control	110-12-1202-404112	\$ 80.45
	10/1/18	119-001434	19-000992	10/16/2018	13	Fire Department	110-12-1205-404111	\$ 314.46
	10/1/18	119-001434	19-000992	10/16/2018	14	Fire Department	110-12-1205-404112	\$ 116.81
	10/1/18	119-001434	19-000992	10/16/2018	15	Wastewater	130-16-1601-404111	\$ 992.88
	10/1/18	119-001434	19-000992	10/16/2018	16	Wastewater	130-16-1601-404112	\$ 6,842.94
	10/1/18	119-001434	19-000992	10/16/2018	17	City Buildings	110-11-1104-404111	\$ 1,181.63
	10/1/18	119-001434	19-000992	10/16/2018	18	City Buildings	110-11-1104-404112	\$ 650.73
	10/1/18	119-001434	19-000992	10/16/2018	19	Museum	110-34-3401-404111	\$ 28.87
	10/1/18	119-001434	19-000992	10/16/2018	20	Museum	110-34-3401-404112	\$ 12.82
	10/1/18	119-001434	19-000992	10/16/2018	21	Senior Citizens Center	110-15-1501-404801	\$ 1,515.90
	10/1/18	119-001434	19-000992	10/16/2018	22	Family Rec Center	110-14-1405-404111	\$ 8,964.20
	10/1/18	119-001434	19-000992	10/16/2018	23	Family Rec Center	110-14-1405-404112	\$ 6,810.90
	10/1/18	119-001434	19-000992	10/16/2018	24	Public Housing	250-35-3501-404111	\$ 4,249.33
	10/1/18	119-001434	19-000992	10/16/2018	25	Public Housing	250-35-3501-404112	\$ 2,500.20
	10/1/18	119-001434	19-000992	10/16/2018	26	URA	110-11-1106-404111	\$ 77.89

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	10/1/18	119-001434	19-000992	10/16/2018	27	URA	110-11-1106-404112	\$ 29.80
[VENDOR] 164 : ROCK SPRINGS NEWSPAPERS	115587-115929	119-001435	19-000978	10/16/2018	1	2 ads in Rocket Miner showcasing extended winter hours.	110-14-1404-405403	\$ 177.00
4,934.58	115587-115929	119-001435	19-000978	10/16/2018	1	2 ads in Rocket Miner showcasing extended winter hours.	110-14-1405-405403	\$ 177.00
	23651-09/2018	119-001436	19-001015	10/16/2018	1	Advertising-Legal	110-15-1501-405401	\$ 2,962.84
	23651-09/2018	119-001436	19-001015	10/16/2018	2	Advertising-Civic Activities	110-14-1404-405403	\$ 1,066.00
	113642	119-001487	19-001041	10/16/2018	1	Insurance Bids Advertising	250-35-3501-406001	\$ 151.74
	23651-Aug/Sept2018	119-001488	19-001091	10/16/2018	1	salsa stroll ad	110-11-1106-405402	\$ 80.00
	23651-Aug/Sept2018	119-001488	19-001091	10/16/2018	2	farmers market ad	110-11-1106-405402	\$ 80.00
	23651-Aug/Sept2018	119-001488	19-001091	10/16/2018	3	farmers market ad	110-11-1106-405402	\$ 80.00
	23651-Aug/Sept2018	119-001488	19-001091	10/16/2018	4	artember ad	110-11-1106-405402	\$ 160.00
[VENDOR] 22518 : ROCK SPRINGS RENEWAL FUND	Halloween promo	119-001579	19-001145	10/16/2018	1	halloween stamps for witches day out	110-11-1106-406130	\$ 18.98
468.98	Halloween promo	119-001579	19-001145	10/16/2018	2	facebook ads 9/4 to 9/30	110-11-1106-405402	\$ 450.00
[VENDOR] 305 : ROCK SPRINGS WINLECTRIC	04118801	119-001439	19-000986	10/16/2018	1	WRF- Pipe fittings, inv 04118801	130-16-1601-406125	\$ 77.34
1,787.73	04121701	119-001440	19-000986	10/16/2018	1	WRF- Fittings, inv 04121701	130-16-1601-406125	\$ 36.95
	04076302	119-001441	19-000986	10/16/2018	1	Water- Control boards, inv 04076302	150-33-3302-406120	\$ 992.60
	04148801	119-001442	19-000986	10/16/2018	1	Shop- Angle plug, inv 04148801	110-19-1903-406120	\$ 29.03
	04150401	119-001443	19-000986	10/16/2018	1	Civic- Ballasts, inv 04150401	110-14-1404-406120	\$ 143.50
	04102902	119-001445	19-000986	10/16/2018	1	Golf- Outdoor replacement lights & clubhouse lights. Inv 04102902	110-14-1402-404310	\$ 389.36
	04156102	119-001447	19-000986	10/16/2018	1	WRF- Bi-metal hole saw, inv 04156102	130-16-1601-406120	\$ 118.95
[VENDOR] 155 : ROCK SPRINGS WINNELSON CO	22869600	119-001437	19-000759	10/16/2018	1	Metal detector	130-16-1601-407410	\$ 588.24
19,007.98	370-000221 9/30/18	119-001438	19-001025	10/16/2018	1	City Buildings- Ring Gasket, inv 22877800	110-11-1104-406120	\$ 52.92
	370-000221 9/30/18	119-001438	19-001025	10/16/2018	2	Civic- ASCO valve for spa, inv 22881300	110-14-1404-404310	\$ 123.69
	370-000221 9/30/18	119-001439	19-001025	10/16/2018	3	Golf- Attic Fan, inv 22822800	110-14-1402-404310	\$ 93.69
	370-000221 9/30/18	119-001438	19-001025	10/16/2018	4	Parks- 1" 300' pipe, inv 22858200	110-14-1401-406130	\$ 198.00
	370-000221 9/30/18	119-001438	19-001025	10/16/2018	5	Parks- Copper fitting, mapp gas, brushes. inv 22851700	110-14-1401-406130	\$ 28.55
	370-000221 9/30/18	119-001438	19-001025	10/16/2018	6	Parks- Solder roll, inv 22851900	110-14-1401-406130	\$ 27.55
	370-000221 9/30/18	119-001438	19-001025	10/16/2018	7	Parks- 2" sch 80 tee, inv 22879800	110-14-1401-406130	\$ 10.99
	370-000221 9/30/18	119-001438	19-001025	10/16/2018	8	Parks- 1" 600' pvc pipe, inv 22873800	110-14-1401-406130	\$ 396.00
	370-000221 9/30/18	119-001438	19-001025	10/16/2018	9	Parks- 9th St pit repair items, inv 22871100	110-14-1401-406130	\$ 452.38
	370-000221 9/30/18	119-001438	19-001025	10/16/2018	10	Parks- 10" valve box, 1" 400' pipe. inv 22870800	110-14-1401-406130	\$ 308.86
	370-000221 9/30/18	119-001438	19-001025	10/16/2018	11	Parks- Bunning water fountain replacement, inv 22835700	110-14-1401-406130	\$ 65.88
	370-000221 9/30/18	119-001438	19-001025	10/16/2018	12	Water- Meters, inv 22872602	150-33-3302-507927	\$ 83.24
	370-000221 9/30/18	119-001438	19-001025	10/16/2018	13	Water- Meters, inv 22808800	150-33-3302-507927	\$ 10,176.70
	370-000221 9/30/18	119-001438	19-001025	10/16/2018	14	Water- Pulsafeeder kit & pump, 22808800	150-33-3302-406130	\$ 749.52
	370-000221 9/30/18	119-001438	19-001025	10/16/2018	15	Water- Pulsafeeder kit & pumps, inv 22855700	150-33-3302-406130	\$ 2,908.79
	370-000221 9/30/18	119-001438	19-001025	10/16/2018	16	Water- caps, inv 22862500	150-33-3302-406120	\$ 2.54
	370-000221 9/30/18	119-001438	19-001025	10/16/2018	17	Water- Collision repair kits, inv 22839700	150-33-3302-507928	\$ 1,967.10
	370-000221 9/30/18	119-001438	19-001025	10/16/2018	18	Water- Shipping from 227869-01, inv 22786902	150-33-3302-406120	\$ 183.35
	370-000221 9/30/18	119-001438	19-001025	10/16/2018	19	Water-Bushings, inv 22877600	150-33-3302-406120	\$ 264.64

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	370-000221 9/30/18	I19-001438	19-001025	10/16/2018	20	WRF- 6" INSERTA tee, inv 22876100	130-16-1601-406120 \$	125.84
	370-000221 9/30/18	I19-001438	19-001025	10/16/2018	21	WRF- 4" 880 repair kit, inv 22886600	130-16-1601-406120 \$	173.77
	370-000221 9/30/18	I19-001438	19-001025	10/16/2018	22	WRF- Misc parts, inv 22883600	130-16-1601-406120 \$	25.74
— [VENDOR] 137 : ROCKY MOUNTAIN POWER 10094142	10/12/18	I19-001646	19-001168	10/16/2018	1	Streets	110-13-1303-406202 \$	31.58
	10/12/18	I19-001646	19-001168	10/16/2018	2	Parks	110-14-1401-406202 \$	790.08
	10/12/18	I19-001646	19-001168	10/16/2018	3	Golf Course	110-14-1402-406202 \$	14,348.68
	10/12/18	I19-001646	19-001168	10/16/2018	4	Cemetery	110-13-1304-406202 \$	2,369.30
	10/12/18	I19-001646	19-001168	10/16/2018	5	Animal Control	110-12-1202-406202 \$	321.26
	10/12/18	I19-001646	19-001168	10/16/2018	6	Fire Department	110-12-1205-406202 \$	306.21
	10/12/18	I19-001646	19-001168	10/16/2018	7	WWTP	130-16-1601-406202 \$	33,113.23
	10/12/18	I19-001646	19-001168	10/16/2018	8	City Buildings	110-11-1104-406202 \$	3,858.78
	10/12/18	I19-001646	19-001168	10/16/2018	9	Museum	110-34-3401-406202 \$	655.83
	10/12/18	I19-001646	19-001168	10/16/2018	10	Senior Citizens	110-15-1501-404801 \$	3,654.79
	10/12/18	I19-001646	19-001168	10/16/2018	11	Civil Defense	110-12-1204-406202 \$	25.14
	10/12/18	I19-001646	19-001168	10/16/2018	12	Street Lighting	110-13-1303-406204 \$	4,184.76
	10/12/18	I19-001646	19-001168	10/16/2018	13	FRC	110-14-1405-406202 \$	14,257.30
	10/12/18	I19-001646	19-001168	10/16/2018	14	Water Department	150-33-3302-406202 \$	21,804.17
	10/12/18	I19-001646	19-001168	10/16/2018	15	URA	110-11-1106-406202 \$	1,220.31
— [VENDOR] 22724 : ROCKY MOUNTAIN SURVEY INC.	1792	I19-001647	17-002978	10/16/2018	1	Change Order per Resolution 2017-37	110-19-1901-403310 \$	1,585.00
— [VENDOR] 1 : RON'S ACE RENTAL & EQUIP. SALES INC 287.38	197027	I19-001444	19-000996	10/16/2018	1	Golf- Recoil Housings, inv 197027	110-14-1402-406120 \$	81.38
	197045	I19-001446	19-000996	10/16/2018	1	Cemetery- Trimmer line, inv 197045	110-13-1304-404310 \$	206.00
— [VENDOR] 24099 : ROST Marlene	OCT URP	I19-001580	19-001104	10/16/2018	1	October Urp	250-00-0000-115000 \$	10.00
— [VENDOR] 24473 : ROYAL FLUSH ADVERTISING	1260	I19-001489	19-001073	10/16/2018	1	rotating digital display advertising downtown rock springs at the airport	110-11-1106-405402 \$	450.00
[VENDOR] 9000,2336 : RYAN OR MARY JOHNSON	8083076	I19-001618		10/16/2018	1	UB CR REFUND-97108	170-00-0000-202000 \$	75.30
— [VENDOR] 23738 : SAAVEDRA Laura	OCT URP	I19-001581	19-001100	10/16/2018	1	Oct Urp	250-00-0000-115000 \$	52.00
[VENDOR] 24307 : SANDEN Danielle	OCT URP	I19-001582	19-001115	10/16/2018	1	Oct Urp	250-00-0000-115000 \$	31.00
[VENDOR] 23938 : SHELL Misty	OCT URP	I19-001583	19-001103	10/16/2018	1	October Urp	250-00-0000-115000 \$	38.00
— [VENDOR] 20807 : SHERWIN WILLIAMS 193.83	1001-3376-8/Sept2018	I19-001490	19-001092	10/16/2018	1	Latex Paint, Inv. #3637-4	110-13-1303-406130 \$	106.45
	1001-3376-8/Sept2018	I19-001490	19-001092	10/16/2018	2	Gloves/Strainer/Filters, Inv. #3885-9	110-13-1303-406130 \$	87.38
— [VENDOR] 177 : SIX STATES DISTRIBUTORS/TRUCKPRO 1137.42	172;770,771,833,840	I19-001584	19-001128	10/16/2018	1	Mini Bar	110-13-1303-406125 \$	294.55
	172;770,771,833,840	I19-001584	19-001128	10/16/2018	2	Brake Kit	110-12-1205-406125 \$	71.52
	172;770,771,833,840	I19-001584	19-001128	10/16/2018	3	Reline Brake Shoes	110-12-1205-406125 \$	160.00
	172;770,771,833,840	I19-001584	19-001128	10/16/2018	4	Freight	110-12-1205-406125 \$	68.33
	172;770,771,833,840	I19-001584	19-001128	10/16/2018	5	Brake Drums	110-12-1205-406125 \$	523.46
	172;770,771,833,840	I19-001584	19-001128	10/16/2018	6	U-Joint	110-14-1401-406125 \$	19.56
— [VENDOR] 20540 : SKAGGS COMPANIES, INC. 368.40	3101232RI	I19-001585	19-001063	10/16/2018	1	Flashlight S/N 3248350818	110-12-1201-402101 \$	125.00

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
	3101232RI	I19-001585	19-001063	10/16/2018	2	Baton	110-12-1201-402101	\$ 92.00
	3101232RI	I19-001585	19-001063	10/16/2018	3	Inner Belt	110-12-1201-402101	\$ 14.95
	3101232RI	I19-001585	19-001063	10/16/2018	4	Outer Belt	110-12-1201-402101	\$ 57.00
	3101232RI	I19-001585	19-001063	10/16/2018	5	Cuff Case	110-12-1201-402101	\$ 24.00
	3101232RI	I19-001585	19-001063	10/16/2018	6	Flashlight holder	110-12-1201-402101	\$ 11.00
	3101232RI	I19-001585	19-001063	10/16/2018	7	Mace Holder	110-12-1201-402101	\$ 24.00
	3101232RI	I19-001585	19-001063	10/16/2018	8	Belt Keepers	110-12-1201-402101	\$ 10.50
	3101232RI	I19-001585	19-001063	10/16/2018	9	Shipping	110-12-1201-406101	\$ 9.95
— [VENDOR] 20814 : SKAGGS PUBLIC SAFETY UNIFORMS	3097419RI	I19-001448	19-001005	10/16/2018	1	Three large polo shirts, one large L/S, and two XL polo shirts	110-12-1205-404600	\$ 232.00
359.50	3101282R1,981R1	I19-001586	18-003531	10/16/2018	1	Firefighter Uniforms	110-12-1205-402101	\$ 127.50
— [VENDOR] 178 : SKIPS TIRE	163101	I19-001648	19-001163	10/16/2018	1	Front End Alignment, Inv. #163101	110-12-1201-406125	\$ 65.00
— [VENDOR] 18950 : SLAGOWSKI CONCRETE INC	1825	I19-001491	19-001036	10/16/2018	1	Concrete threshold on Bitter Creek LS and block work on Solids Handling Building	130-16-1601-404310	\$ 3,400.00
5875.00	09112018	I19-001492	19-000994	10/16/2018	1	LABOR	110-13-1303-406205	\$ 1,500.00
	09112018	I19-001492	19-000994	10/16/2018	2	MATERIALS	110-13-1303-406205	\$ 575.00
	09112018	I19-001492	19-000994	10/16/2018	3	EQUIPMENT	110-13-1303-406205	\$ 400.00
— [VENDOR] 179 : SMITH POWER PRODUCTS	3607447	I19-001587	19-001042	10/16/2018	1	Check valve	150-33-3302-406125	\$ 82.99
— [VENDOR] 180 : SMYTH PRINTING INC	47814	I19-001449	19-000547	10/16/2018	1	letterhead	110-11-1105-406001	\$ 109.68
— [VENDOR] 24609 : SPECIAL OLYMPICS WYOMING	Punch-Line	I19-001450	19-000982	10/16/2018	1	Comedy Night Sponsorship	110-11-1101-405410	\$ 500.00
— [VENDOR] 21732 : SST TESTING +, INC.	RSPD-Sept2018	I19-001493	19-001056	10/16/2018	1	Drug & Alcohol Testing, Inv 09121809TB	110-11-1109-402202	\$ 60.00
— [VENDOR] 21571 : STAR TRANSIT	4428	I19-001494	19-000074	10/16/2018	1	Service Agreement - FY 2019	110-15-1501-404805	\$ 10,727.75
— [VENDOR] 24441 : STATE OF WYOMING - BOARD OF VETERINARY MEDICINE	Renewal Fees	I19-001588	19-001059	10/16/2018	1	Renewal fees for Kim Pickrell	110-12-1202-406130	\$ 50.00
— [VENDOR] 24608 : STORMWIND LLC	22414	I19-001452	19-000968	10/16/2018	1	Ultimate access 24 months training package	110-11-1107-403210	\$ 2,990.00
— [VENDOR] 23658 : STOTZ EQUIPMENT	P43497/P43738	I19-001495	19-001038	10/16/2018	1	Roller Assy, Inv. #P43497	110-14-1402-406120	\$ 806.67
981.91	P43497/P43738	I19-001495	19-001038	10/16/2018	2	Bearings, Inv. #P43738	110-14-1402-406120	\$ 175.24
— [VENDOR] 21607 : SUN MOUNTAIN SPORTS	527206	I19-001589	19-001108	10/16/2018	1	Special order Nick Moser	110-14-1402-406133	\$ 149.15
— [VENDOR] 22943 : SUNROC CORPORATION	6309-Sept2018	I19-001496	19-001085	10/16/2018	1	Roadbase/Sand, Inv #'s 40704209, 40703998	130-16-1601-404301	\$ 740.52
1021.52	1703- 9/30/18	I19-001590	19-001135	10/16/2018	1	Sand, Inv.#40702196	110-14-1401-404310	\$ 51.00
	1703- 9/30/18	I19-001590	19-001135	10/16/2018	2	Sand/Super ADVA 140, Inv. #'s 40706572, 40704207, 40706096, 40705891, 40706991	110-14-1401-404310	\$ 230.00
— [VENDOR] 188 : SUPERIOR LUMBER CO	M189126	I19-001451	19-001017	10/16/2018	1	FRC- Field Marker, Inv M189126	110-14-1405-406120	\$ 50.00
[VENDOR] 191 : SWEETWATER COUNTY CLERK	13684	I19-001453	19-000987	10/16/2018	1	1/3 Quarterly Dues (3rd Qtr) for RS Chamber of Commerce; Communities Protecting the	110-11-1101-403303	\$ 75.00
105.20								

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
	N.Bond PD October	119-001592	19-001069	10/16/2018	1	Green River Notary Bond Filing Fees for Reyn Belliston & Michael Nielson	110-12-1201-403220	\$ 30.00
[VENDOR] 21331 : SWEETWATER COUNTY HEALTH DEPT	EH-2606	119-001591	19-001000	10/16/2018	1	water tests	110-14-1405-406130	\$ 1,050.00
[VENDOR] 20247 : SWEETWATER COUNTY SCHOOL DIST #1	13	119-001497	19-001075	10/16/2018	1	open mic night posters	110-11-1106-405500	\$ 21.13
[VENDOR] 19140 : SWEETWATER COUNTY SHERIFF'S OFFICE	SEPT2018	119-001593	19-001087	10/16/2018	1	Prisoner Boarding for September	110-12-1201-404706	\$ 5,780.00
[VENDOR] 23597 : SWEETWATER NOW LLC	2672	119-001498	19-000545	10/16/2018	1	Advertising Contract for Downtown Rock Springs Events	110-11-1106-405402	\$ 300.00
[VENDOR] 189 : SWEETWATER PLUMBING & HEATING LLC	78981	119-001649	19-001167	10/16/2018	1	Cartridge, Inv. #78981	110-34-3401-406120	\$ 40.40
[VENDOR] 21055 : SYMBOLARTS INC	0315951-IN	119-001594	19-001067	10/16/2018	1	Plaque for Clark Robinson	110-12-1201-406130	\$ 75.00
	0315951-IN	119-001594	19-001067	10/16/2018	2	Shipping	110-12-1201-406101	\$ 15.00
90.00								
[VENDOR] 18892 : THE RADIO NETWORK	312619-Sept2018	119-001499	19-001088	10/16/2018	1	KYCS September Radio ads	110-11-1106-405402	\$ 100.00
	312619-Sept2018	119-001499	19-001088	10/16/2018	2	KFRZ farmers market radio ads	110-11-1106-405402	\$ 100.00
	312619-Sept2018	119-001499	19-001088	10/16/2018	3	KZWB radio ads farmers market	110-11-1106-405402	\$ 100.00
	312619-Sept2018	119-001499	19-001088	10/16/2018	4	KUGR radio ads farmers market	110-11-1106-405402	\$ 100.00
400.00								
[VENDOR] 24568 : THE SLIDE EXPERTS INC	678-2	119-001596	19-000124	10/16/2018	1	recondition slides	110-14-1405-404310	\$ 16,390.00
[VENDOR] 221 : THOMSON REUTERS - WEST PMNT CENTER	838988395	119-001597	19-001134	10/16/2018	1	West information charges, Sept 2018, inv 838988395	110-11-1102-403220	\$ 2,160.40
[VENDOR] 201 : TIRE DEN INC	1-3482 9/30/18	119-001650	19-001179	10/16/2018	1	Fire- Tires, inv 1-303101	110-12-1205-406125	\$ 768.00
	1-3482 9/30/18	119-001650	19-001179	10/16/2018	2	Golf- Tires, inv 1-301820, 1-302339	110-14-1402-406120	\$ 342.00
	1-3482 9/30/18	119-001650	19-001179	10/16/2018	3	Police- Tires, inv 1-GS302170, 1-302010	110-12-1201-406125	\$ 1,432.60
	1-3482 9/30/18	119-001650	19-001179	10/16/2018	4	Streets- Tires & flat repair, inv 1-301806, 1-303070	110-13-1303-406120	\$ 200.00
	1-3482 9/30/18	119-001650	19-001179	10/16/2018	5	WRF- tires, inv 1-301622, 1-302826	130-16-1601-406120	\$ 472.90
3215.50								
[VENDOR] 21609 : TITLEIST	9084999966	119-001598	19-001113	10/16/2018	1	special order Andy Fletcher	110-14-1402-406133	\$ 359.94
[VENDOR] 24615 : TRUJILLO, DANNY	OCT HAP	119-001599	19-001096	10/16/2018	1	October hap	295-35-3508-404010	\$ 94.00
[VENDOR] 24564 : TUCK, MEGAN	OCT URP	119-001600	19-001114	10/16/2018	1	Oct. Urp	250-00-0000-115000	\$ 31.00
[VENDOR] 18970 : TURF EQUIPMENT AND IRRIGATION	14472-09/30/18	119-001601	19-001138	10/16/2018	1	Cup Setters, Inv. #434065-00	110-14-1402-406130	\$ 57.00
	14472-09/30/18	119-001601	19-001138	10/16/2018	2	Coupler, Inv. #434348-00	110-14-1402-406120	\$ 254.97
31197								
[VENDOR] 22294 : TW ENTERPRISES, INC.	357578	119-001602	19-001043	10/16/2018	1	Filter	130-16-1601-406125	\$ 49.32
[VENDOR] 24229 : TYLER TECHNOLOGIES, INC.	045-239540	119-001651	19-000514	10/16/2018	1	Licensing and implentation of Executime Advanced Scheduling software	110-11-1107-407415	\$ 160.00

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
— [VENDOR] 21755 : ULINE 597.00	101371517	119-001454	19-000855	10/16/2018	1	15 x 10 x 5 Corrugated Boxes 25/bundle	110-12-1201-406134	\$ 55.50
	101371517	119-001454	19-000855	10/16/2018	2	13 x 10 x 4 Corrugated Boxes 25/bundle	110-12-1201-406134	\$ 54.75
	101371517	119-001454	19-000855	10/16/2018	3	32 x 44 - 4 Mil Industrial Poly Bags 100/carton	110-12-1201-406134	\$ 104.00
	101371517	119-001454	19-000855	10/16/2018	4	13 x 10 x 2 Corrugated Boxes 25/bundle	110-12-1201-406134	\$ 190.00
	101371517	119-001454	19-000855	10/16/2018	5	Shipping	110-12-1201-406101	\$ 192.75
— [VENDOR] 20380 : UPS 180.17	67338,37398	119-001603	19-001057	10/16/2018	1	Shipping Fees	110-12-1201-406101	\$ 91.89
	67338,37398	119-001603	19-001057	10/16/2018	2	Shipping Fees Family Rec Center	110-14-1405-406101	\$ 13.07
	67338,37398	119-001603	19-001057	10/16/2018	3	Shipping Fees at PD	110-12-1201-406101	\$ 75.21
[VENDOR] 8000.2337 : W.W. CLYDE AND CO.	8083078	119-001620		10/16/2018	1	UB CR REFUND-157439	170-00-0000-202000	\$ 753.85
— [VENDOR] 24612 : WALL CONTRACTORS INC	11157	119-001500	19-001048	10/16/2018	1	Core holes in wall and floor of water meter building	130-16-1601-404310	\$ 660.00
— [VENDOR] 553 : WALMART COMMUNITY BRC 294656	Stmt-9/16/18	119-001604	19-001155	10/16/2018	1	Misc. Supplies - Animal Control	110-12-1201-406130	\$ 747.91
	Stmt-9/16/18	119-001604	19-001155	10/16/2018	2	Misc. Supplies - City Bldgs	110-11-1104-406130	\$ 470.68
	Stmt-9/16/18	119-001604	19-001155	10/16/2018	3	Misc. Supplies - Civic Center	110-14-1404-406001	\$ 23.70
	Stmt-9/16/18	119-001604	19-001155	10/16/2018	3	Misc. Supplies - Civic Center	110-14-1404-406120	\$ 85.83
	Stmt-9/16/18	119-001604	19-001155	10/16/2018	3	Misc. Supplies - Civic Center	110-14-1404-406130	\$ 35.64
	Stmt-9/16/18	119-001604	19-001155	10/16/2018	3	Misc. Supplies - Civic Center	110-14-1404-406132	\$ 113.42
	Stmt-9/16/18	119-001604	19-001155	10/16/2018	4	Misc. Supplies - Engineering	110-13-1301-406001	\$ 73.41
	Stmt-9/16/18	119-001604	19-001155	10/16/2018	5	Misc. Supplies - FRC	110-14-1405-406120	\$ 115.68
	Stmt-9/16/18	119-001604	19-001155	10/16/2018	5	Misc. Supplies - FRC	110-14-1405-406130	\$ 300.82
	Stmt-9/16/18	119-001604	19-001155	10/16/2018	6	Misc. Supplies - Fire	110-12-1205-406113	\$ 81.01
	Stmt-9/16/18	119-001604	19-001155	10/16/2018	6	Misc. Supplies - Fire	110-12-1205-406130	\$ 445.35
	Stmt-9/16/18	119-001604	19-001155	10/16/2018	7	Misc. Supplies - Golf	110-14-1402-406001	\$ 54.95
	Stmt-9/16/18	119-001604	19-001155	10/16/2018	8	Misc. Supplies - Museum	110-34-3401-406001	\$ 286.73
	Stmt-9/16/18	119-001604	19-001155	10/16/2018	9	Misc. Supplies - Parks	110-14-1401-404310	\$ 20.58
	Stmt-9/16/18	119-001604	19-001155	10/16/2018	10	Misc. Supplies - Police	110-12-1201-406130	\$ 17.72
	Stmt-9/16/18	119-001604	19-001155	10/16/2018	11	Misc. Supplies - Public Services	110-19-1901-406001	\$ 24.84
	Stmt-9/16/18	119-001604	19-001155	10/16/2018	12	Misc. Supplies - WRF	130-16-1601-406120	\$ 48.29
— [VENDOR] 22722 : WASATCH FORENSIC NURSES	18-480	119-001605	19-001070	10/16/2018	1	Evidence Collection CR# 18-22685	110-12-1201-403401	\$ 750.00
— [VENDOR] 226 : WHISLER CHEVROLET CO 295.89	6000956	119-001455	19-001024	10/16/2018	1	PD- Computer diagnosis, inv 600956	110-12-1201-406125	\$ 264.60
	5001581	119-001456	19-001024	10/16/2018	1	PD- Combo switch, inv 5001581	110-12-1201-406125	\$ 31.29
— [VENDOR] 22122 : WITMER PUBLIC SAFETY GROUP, INC.	1891321	119-001457	19-000751	10/16/2018	1	Fire Store XXL Firefighter Gear Bag	110-12-1205-406130	\$ 502.90
[VENDOR] 8000.2338 : WYLIE CONSTRUCTION INC	8083079	119-001621		10/16/2018	1	UB CR REFUND-161436	170-00-0000-202000	\$ 1,209.05
— [VENDOR] 19716 : WYOMING ANALYTICAL LABS	37631R/37644R	119-001501	18-000044	10/16/2018	1	Final Testing	150-33-3302-403310	\$ 740.00
— [VENDOR] 24096 : WYOMING ECONOMIC DEVELOPMENT ASSN	2018-37	119-001606	19-001147	10/16/2018	1	class 2 secondary membership 2018-2019	110-11-1106-403220	\$ 95.00
— [VENDOR] 21415 : WYOMING WASTE SYSTEMS - ROCK 4971.89	2960358/2956288/2956	119-001502	19-000080	10/16/2018	1	Approximately 6 Months of Solid Waste Services	110-13-1303-406130	\$ 4,796.40

CITY OF ROCK SPRINGS

October 5, 2018

INTERNAL REVENUE SERVICE	Electronic fund transfer	\$	117,543.88
ICMA RETIREMENT CORP (wire)	Employee Deferred	\$	2,688.77
496 & 872-NCPERS GROUP LIFE/PRUDENTIAL	Group Life employee deductions	\$	848.00
AFLAC INSURANCE NEW GROUP	Employee Premiums	\$	5,919.96
AXA-EQUITABLE LIFE	Employee Deferred	\$	137.50
SWEETWATER COUNTY CIRCUIT COURT (RS)	Employee garnishments	\$	368.31
FLEXSHARE-BLUE CROSS BLUE SHIELD	Employee BCBS Flexshare	\$	6,574.16
GREAT-WEST LIFE & ANNUITY	Employee Deferred	\$	8,057.50
GREAT-WEST LIFE & ANNUITY	Post Tax	\$	225.00
NATIONWIDE RETIREMENT SOLUTIONS	Employee Deferred	\$	370.00
RS POLICE PROTECTIVE ASSOC	Employee dues	\$	555.00
RS CITY TREASURER	Employee BCBS reimbursement	\$	61,956.60
RS FIREFIGHTER ASSN #1499	Employee dues	\$	2,142.40
SUN LIFE ASSURANCE CO	Employee Premiums	\$	1,786.00
SWEETWATER COUNTY CIRCUIT COURT (GR)	Employee garnishments	\$	411.19
SWEETWATER FEDERAL CREDIT UNION	Employee deductions	\$	3,050.00
UMWA/OAW LOCAL #4893	Employee dues	\$	2,089.40
UNITED WAY OF SW WYOMING	Employee deductions	\$	754.38
WADDELL & REED FINANCIAL SERVICES	Employee Deferred	\$	875.00
WADDELL & REED FINANCIAL SERVICES	Section 529 Plan	\$	775.00
WYOMING CHILD SUPPORT ENFORCEMENT	Child Support payments	\$	3,695.00
WYOMING RETIREMENT SYSTEM	Employee benefits	\$	109,165.74
WYOMING RETIREMENT SYSTEM	Law Enforcement	\$	46,742.00
WYOMING RETIREMENT SYSTEM	Fire benefit city/employee	\$	56,274.92
WYOMING WORKERS COMP	Employee benefits	\$	24,093.55
WYOMING WORKERS COMP	Work Restitution Workers	\$	34.99
	Total	\$	457,134.25

City of Rock Springs

Payroll Authorization
for October 5, 2018

Gross Payroll - \$627,747.07



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: Paul D Kauchich

Date: 10/10/2018

Department Director Approval: Paul D. Kauchich

Date: 10/10/2018

Department: Water Reclamation Facility

Position Requested: Water Reclamation Facility Superintendent

☒ Replace ☐ Add

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

Mike Gaviolis - January 4, 2019

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 Job Description

Position Begin Date: 12/1/2018

Budget Approval: _____

Mark P. McLean
Director of Administrative Services

Non-Budget Approval: _____

Director of Administrative Services

Approved: _____

Mayor

Not Approved: _____

Mayor

Advertising Request

☐ Post In-House Only

☐ Rocket Miner

☐ Green River Star

☐ Regional/National Paper _____

☐ State Association _____

☐ National Association _____



City Council Agenda

Resolutions

10/9/18

RESOLUTION NO. 2018-158

A RESOLUTION ACCEPTING AND APPROVING A CONTRACT WITH MII LIFE INSURANCE, INCORPORATED, A BLUE CROSS BLUE SHIELD VENDOR PARTNER, TO PROVIDE SPENDING ACCOUNT ADMINISTRATIVE SERVICES, AND AUTHORIZING AND DIRECTING CARL DEMSHAR, AS MAYOR OF THE CITY OF ROCK SPRINGS, WYOMING, TO EXECUTE SAID CONTRACT DOCUMENTS ON BEHALF OF THE CITY.

WHEREAS, MII Life Insurance Company has submitted to the City of Rock Springs a contract, to provide spending account administrative services for medical insurance for the period of January 1, 2019, through January 1, 2020; and

WHEREAS, the Governing Body of the City of Rock Springs has said proposal 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 proposal with MII Life Insurance Company, a Blue Cross Blue Shield vendor partner, to provide spending account administrative services for the period of January 1, 2019 through January 1, 2020, 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 a contract with MII Life Insurance Company, a Blue Cross Blue Shield vendor partner, on behalf of said City; and that the City Clerk of said City, be and she is hereby authorized and directed to attach to each duplicate original of said contract a certified copy of this resolution.

PASSED AND APPROVED this _____ day of October, 2018.

President of the Council

Mayor

Attest:

City Clerk

[Employer Name]
Service Agreement
With
MII Life Insurance Incorporated d/b/a Further

This Agreement ("the Agreement") is between __City of Rock Springs_ ("Employer") and MII Life Insurance, Incorporated dba Further "(Administrator), a Blue Cross Blue Shield of Wyoming vendor partner providing spending account administrative services to BCBSWY clients. Employer Name and Administrator are each sometimes referred to herein as a "Party" and collectively as the "Parties".

1. Term. This Agreement will begin on 1/1/2019 (the "Effective Date") for a 12 month period and shall automatically renew for additional 12 month periods until terminated as described herein.
2. Services and Fees. Administrator agrees to provide the Services described in Exhibit A for the fees described in Exhibit B.
3. Termination. This Agreement may be terminated by either Party at any time, by giving written notice to the other Party at least sixty (60) days prior to the termination date. However, either Party may terminate this Agreement in the event of material breach, subject to a grace period to cure its breach of 30 days. A material breach includes, but is not limited to, (a) the failure to pay any amounts when due under this Agreement, or (b) HIPAA violations.
4. Obligations after Termination. Subject to the provisions set forth in Exhibit A and any Exhibit for Services, Administrator will have no responsibility for providing Services after the termination of this Agreement. Employer will remain responsible for any outstanding fees owed to Administrator.
5. ACH. To the extent Administrator pays claims on behalf of Employer, Employer agrees such payments constitute a loan from Administrator that Employer shall immediately repay and hereby authorizes Administrator to withdraw by Automated Clearing House ("ACH") any funds necessary to cover any such claim payment made by Administrator in a time and amount as mutually agreed upon in writing by the Parties during implementation.
6. Information Disclosure. Employer acknowledges and agrees that Administrator may rely on Employer's designation of 3rd party agents and vendors as Employer may list on Administrator's forms or designate by email as authorization for Administrator to disclose Employer's confidential information, including PHI, to such 3rd parties. Such authorization may be revoked at any time upon written notice to Administrator.
7. Accuracy of Information. Employer agrees that all information supplied to Administrator by Employer will be accurate, timely, and in a format acceptable to Administrator. In performing its obligations under this Agreement, Administrator may rely upon any written or oral instruction or direction from Employer or its employees (including its designated representatives). If and to the extent Administrator acts or fails to act as a result of or based upon any such instruction, direction, or information, Administrator shall be relieved of any claim, loss, damage, or expense arising from its reliance on the same, and the EMPLOYER shall indemnify Administrator for any such related loss, damage, claim or expense. Such act or failure to act will not constitute a breach of any obligation of Administrator contained in this Agreement.
8. Indemnification. Each Party shall defend indemnify and hold harmless the other Party, and its affiliates, parents, members, directors, officers, shareholders, employees, contracting agents, successors, assigns and other representatives (hereinafter, each an "**Indemnified Party**" and, collectively, the "**Indemnified Parties**") from any and all claims, demands, costs, liabilities, losses, expenses and damages (including reasonable attorney's fees, costs, and expert witnesses fees) of

third parties, to the extent arising out of (a) a Party's gross negligence or willful misconduct in performing any of its obligations under this Agreement, (b) a material breach by a Party of this Agreement or (c) Employer's failure to provide accurate information as required under this Agreement, or (d) alleged infringement, misappropriation, or other violation of any intellectual property or proprietary rights of any third party, by a Party or any of its affiliates, directors, officers, employees, or other representatives (the "**Indemnifying Party**") However, Administrator shall not be an indemnifying Party with respect to or provide indemnification for any losses or claims arising out of or otherwise related to: (a) any access to or use of the Services in combination with any hardware, system, software, network, or other materials or service not provided by or otherwise authorized by Administrator, or (b) any modification to the Services other than (i) by Administrator; or (ii) with Administrator's prior written approval.

9. Limit of Liability. Neither Party shall be liable for any indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, arising in connection with this Agreement, even if a Party has been advised of the possibility of such damages. The aggregate liability of Administrator arising out of or in connection with the performance of Administrator's obligations under this Agreement shall not exceed the lesser of X or the preceding 12 months of fees. The foregoing limitation of liability shall apply to the fullest extent permitted by law

10. Trademark Use. Employer may not use Administrator's name or logo without Administrator's advance written permission. Use of Administrator's name or marks (alone or part of another name) by Employer, or (including via social media) shall be permitted any of their subcontractors in advertising or promotional material or for marketing purposes only upon prior written approval of Administrator.

11. License and Work Product. Employer agrees nothing contained in this Agreement shall be construed as granting, by implication, estoppel or

otherwise, any licenses or rights under any patents or other intellectual property rights. All work product, property, data, documentation, information or materials conceived, discovered, developed or created by Administrator pursuant to this Agreement (collectively, the Work Product) shall be owned exclusively by Administrator.

12. Notices. All notices under this Agreement will be in writing or by email communication to Administrator and Employer at the respective addresses stated on the signature page of this Agreement.

13. Independent Contractor. The Parties make this Agreement and will function as independent contractors and not as an agent of one another. Neither Party will state or imply the contrary to anyone. The employees and agents of each Party will not be treated for any purpose as the agents or employees of the other Party.

14. Disclaimers. Administrator does not render legal, tax or investment advice in connection with the Services provided under this Agreement. Employer will seek the advice of counsel as to matters that might arise in connection with the design, adoption or operation of the Plan. Administrator is not, in any way, to be deemed an insurer, underwriter or guarantor with respect to any benefits payable under the Plan. Nothing herein shall be deemed to constitute Administrator as a party to the Plan or to confer upon Administrator any authority or control respecting management of the Plan, authority or responsibility in connection with administration of the Plan, or responsibility for the terms or validity of the Plan. All discretion and control with respect to the terms, administration or assets of any benefit plan related to the Services will remain with Employer Name or with the named fiduciaries under such plan. Employer understands and intends that Administrator shall not be a fiduciary within the meaning of ERISA, common law, or any other federal, state or local law, statute, ordinance or regulation with respect to the performance of any of the Services. The parties do not intend, nor shall there be, any third-party beneficiary of this Agreement.

15. Force Majeure. Administrator will not be liable for the non-performance of its obligations under this Agreement if such non-performance is caused by acts of civil or military authority, civil disturbance,

war, terrorism, explosions, fires, earthquakes, floods or other acts of God or events beyond its reasonable control ("Force Majeure Event").

16. Mandatory Arbitration. Employer and Administrator agree that any dispute related to or arising between the Parties under this Agreement will be subject to mandatory, binding arbitration to be held in the state of Wyoming. The arbitration panel will consist of three arbitrators, one selected by Employer, one selected by Administrator and the third mutually agreed upon by Employer and Administrator. Should the Parties be unable to agree on a third arbitrator, the Parties agree that the "alternate striking" procedures of the American Arbitration Association will be used to select the third arbitrator for the Parties. The Parties may also agree to have only the third arbitrator or another person selected by the Parties conduct the arbitration. The arbitration panel may award only reasonable compensatory damages and may not award punitive damages, liquidated damages, any multiple of compensatory damages or any other award in excess of compensatory damages.
17. Confidential Information. For the purposes of this Agreement, "Confidential Information" includes: (i) the terms of this Agreement (including any schedules or attachments to this Agreement); (ii) as relates to Employer Information as defined below, (iii) as relates to Administrator, Administrator Information (as defined below), (iv) oral and written information that would reasonably be expected to be treated as confidential by the recipient whether or not such information is designated as confidential. Each Party's respective Confidential Information will remain its sole and exclusive property. Confidential Information does not include information or materials if and to the extent such information: (a) is or becomes generally available or known to the public through no fault of the receiving party; (b) was already known by or available to the receiving party, without any confidentiality obligations, prior to the disclosure by the disclosing party; (c) is subsequently disclosed to the receiving party by a third party who is not under any obligation of confidentiality to the party who disclosed the information; or (d) has already been or is hereinafter independently acquired or developed by the receiving party without violating this section or any confidentiality agreement with or other obligation to the party who disclosed the information.
18. Use of Confidential Information. Each Party will use reasonable efforts and cause its employees to, minimize distribution and duplication internally and each party shall not use or disclose the Confidential Information of the other party other than as expressly permitted by this Agreement. Each party agrees that only its employees who have a need to know the Confidential Information of the other party (and in the case of Administrator, including any affiliates, subcontractors, and vendors providing related services). Except as otherwise provided herein, no party will disclose the other party's Confidential Information to a third party without the prior written consent of the other party, except that Administrator may use Employer's information in combination with other data, including the disclosure of such information to third parties, provided that no such information is identifiable as relating to the Employer. Any party may disclose the other party's Confidential Information to its legal counsel and auditors. Each Party may retain a copy of all Confidential Information of the other parties for archival purposes.
19. Release of Confidential Information. The receiving party may disclose Confidential Information as required to comply with a valid order or other requirement of a court or other governmental body. Unless legally prohibited from doing so, written notice of such order or requirement will be given to the disclosing party promptly after being subject to any such order or requirement and if practicable, in advance of the required disclosure. The receiving party will reasonably cooperate at the disclosing party's expense, with efforts by the disclosing party to seek a modification of the disclosure requirement and/or a confidentiality agreement or protective order governing the disclosing.
20. Equitable Relief. Employer and Administrator specifically agree that (a) performance of their respective obligations under this Agreement will be continued in full during any dispute resolution process; and (b) breach of the confidentiality provisions of this Agreement (including the Business Associate Agreement) may cause irreparable harm to the non-breaching party for which damages would be an inadequate remedy and therefore, in addition to the rights and remedies otherwise available at law, the non-breaching party will be entitled to immediately obtain equitable

relief in a court of law (notwithstanding the election of arbitration for adjudication of disputes on the merits), to maintain the status quo without first having to file for arbitration for the purpose of obtaining temporary or preliminary injunctive relief, without requirement of a bond. A party securing an order for specific performance is entitled to recover costs and reasonable attorney's fees in connection with such petition for specific performance and any related hearings. Any temporary or preliminary order issued will be without prejudice to any final decision reached by an arbitrator pursuant to this Agreement. The Parties expressly agree that, for purposes of a court issuing a temporary or preliminary injunction, the parties expressly waive any arguments relating to the irreparable injury, success, on the merits, balancing of harms and other traditional injunctive relief factors, as well as any arguments with respect to enforceability of this Agreement.

21. Governing Law and Venue. Should any claims, disputes, or litigation concerning or arising from this Agreement shall be governed by the laws of the State of Wyoming, without regard to its choice of laws principles, in a court located in Wyoming or Federal court located in Wyoming. EACH PARTY HEREBY WAIVES ITS RIGHT TO A JURY TRIAL FOR ALL CLAIMS, INCLUDING COUNTERCLAIMS AND TORT CLAIMS, WHICH RELATE TO THE SUBJECT MATTER OF THIS AGREEMENT.

22. Severability. The provisions of this Agreement are severable. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

23. Assignment. This Agreement may not be assigned or transferred (including by merger or otherwise by operation of law) without the prior written consent of the other Party. Any assignment or transfer in violation of this provision shall be null and void. Notwithstanding the foregoing, Administrator may subcontract to perform services described herein without consent of the other Party but will remain wholly responsible for the performance of such subcontracted services.

24. Amendment. This Agreement may not be amended without mutual consent of the Parties except that Administrator may change the product offerings, fees, and prices at any time upon thirty (30) days' notice to the Employer. Upon the effective date of

the change, the Exhibit(s) will be deemed amended to reflect such change. Notwithstanding the foregoing, Administrator may amend this Agreement upon written notice if necessary to comply with rule, regulation or mandate or applicable law or to otherwise enhance services.

25. Patriot Act Compliance. "The Parties acknowledge that, in accordance with Section 326 of the U.S.A. Patriot Act, Administrator is required to obtain, verify, and record information that identifies each person or legal entity that establishes a business relationship or opens an account with Administrator. Employer agrees that it will provide Administrator with such information as Administrator may request in order for Administrator to satisfy its requirements under the U.S.A. Patriot Act. Employer warrants that all employee information provided to Administrator is accurate and has been verified by the Form I-9 Employment Eligibility Verification process as required by applicable law."

26. Warranties and Covenants. Employer warrants and covenants that: (a) they have the full legal right and authority to enter into and perform this Agreement, (b) the execution, delivery and performance of this Agreement has been duly authorized by all necessary action, including the right to deliver all data and other information to Administrator hereunder, and to authorize the use of such data as provided herein (the "Employer Data"); (c) the Employer Data does not violate or infringe the intellectual property rights of any person or entity; (d) this Agreement has been duly executed and delivered by Employer and constitutes the legal, valid and binding obligation of Employer, enforceable against it in accordance with its terms; (e) Employer is not currently a party to any agreement with any third party that is in conflict with the terms of this Agreement, and Employer has obtained all necessary consents and approvals related to this Agreement; and (f) Employer and its participants will comply with all applicable laws and regulations and with the restrictions and the terms and conditions contained in this Agreement or as otherwise specified by Administrator.

27. Disclaimer of Warranties. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH HEREIN, THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

ADMINISTRATOR DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER WARRANTIES WHATSOEVER CONCERNING THE USE AND PERFORMANCE OF THE SERVICES, ANY AND ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, ACCURACY OR NATURE OF ANY DATA, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. ADMINISTRATOR DOES NOT WARRANT THAT THE USE OF THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, VIRUS-FREE OR COMPLETELY SECURE. EMPLOYER ASSUMES ALL RISK FOR THE SELECTION AND USE OF THE SERVICES AND THE DATA STORED OR MANIPULATED THEREON. WITHOUT LIMITING THE FOREGOING, ADMINISTRATOR SHALL NOT BE RESPONSIBLE FOR ANY ERRORS, MISSTATEMENTS, INACCURACIES OR OMISSIONS REGARDING THE DATA OR ANY DELAYS IN OR INTERRUPTIONS OF DELIVERY OF THE DATA.

28. Waiver. No course of dealing, failure to strictly enforce, or waiver of a default of any provision of this Agreement shall be construed as a waiver of such provision unless it is in writing and signed by both parties.
29. Entire Agreement. This Agreement (including any Exhibits) constitutes the entire, final agreement between Administrator and Employer, regarding the subject matter, and supersedes any previous agreement between the Parties with respect to the
30. administrative services for the Plan. Each Party acknowledges that it has not relied on any representations from the other Party that are not set forth in this Agreement.

For the avoidance of any doubt, no additional or different terms or conditions contained on any purchase order or invoice issued by a party shall be binding on either party. The Exhibits contain additional contractual terms and conditions, all of which the parties agree are binding and enforceable on the parties hereto.

31. No Party Considered Drafter. Each Party has negotiated at arm's length and had the opportunity to engage legal counsel of its choice. Accordingly, no Party shall be deemed the drafter of this Agreement, and this Agreement shall be construed as though jointly prepared by the Parties, without favor to any Party.
32. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document. An executed copy of this Agreement may be delivered by one or more parties electronically, and such delivery shall be considered valid, binding and effective for all purposes.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties hereto hereby execute this Agreement, as of the Agreement Effective Date.

EMPLOYER:

By: _____
Name: _____
Title: _____

Send Notices to:

[ADDRESS] _____

**MIL LIFE INSURANCE, INCORPORATED D/B/A
FURTHER:**

By: _____
Name: _____
Title: _____

Send Notices to:

Further
Compliance Officer
PO Box 64193
St. Paul, MN 55164

LIST OF EXHIBITS

Exhibit A-1	Service Descriptions
Exhibit B	Administrative Fees
Exhibit C	Business Associate Agreement

Exhibit A-1

BENEFIT PLAN SERVICES SCHEDULE

Employer has established one or more of the following Benefit Plans for purposes of providing reimbursement of certain eligible expenses incurred by covered employees ("Covered Individuals"):

- A Code Section 105 Health Flexible Spending Arrangement ("Health FSA")
- A Code Section 129 Dependent Care Flexible Spending Arrangement ("Dependent Care FSA")
- A Code Section 105 Health Reimbursement Arrangements ("HRA") as described in IRS Notice 2002-45.
- A Code Section 132 Transportation Expense Reimbursement Arrangement ("Transit")

Employer has asked Administrator to assist it with its administrative obligations under one or more of the Benefit Plans identified above. The specific Benefit Plan related administrative assistance that may be provided by Administrator under this Schedule ("Services") is described below. Only those Services chosen by Employer and for which the applicable fee is paid, as set forth in the Schedule attached hereto (or, as set forth below with respect to additional requested services), will be provided by Administrator.

This Service Schedule is incorporated into and made a part of the Service Agreement (the "Agreement"). The responsibilities of the parties set forth in this Service Schedule are in addition to any responsibilities set forth in the Agreement. If there is a conflict between this Service Schedule and the Agreement with respect to the subject matter of this Schedule, the Schedule will control. In all other conflicts, the Agreement controls. Capitalized terms not otherwise defined herein are defined as set forth in the Agreement.

Article I. Standard Benefit Plan Services

- 1.1 Employer is solely responsible for the operation and maintenance of the Benefit Plans. It is Employer's sole responsibility and duty to ensure that each Benefit Plan complies with the applicable laws and regulations, and Administrator's provision of Services under this Agreement does not relieve Employer of this obligation.
- 1.2 Upon request from Employer, Administrator will provide Administrator's standard plan documentation and forms to be used by Employer as a template for creating the governing documents for the Benefit Plans. Such standard documents and forms have been prepared in accordance with the standard of care set forth in the Agreement but are general in nature and do not take into consideration facts and circumstances specific to Employer and Employer's Benefit Plans. Consequently, Administrator makes no warranties and representations that such documents and forms will comply with applicable law as they relate to the Benefit Plans. Administrator is not responsible for making any changes to the documents.
- 1.3 Employer will provide to Administrator timely, accurate and complete information relating to the Covered Individuals and the Benefit Plans as is necessary for Administrator to satisfy its obligations hereunder, including any reporting obligations set forth in Section 111 of the Medicare Modernization and SCHIP Extension Act of 2007 ("Section 111 Reporting"). Employer will provide such information in a format identified by Administrator. Employer understands and agrees that Administrator may rely on all information provided to it by Covered Individuals and/or Employer in accordance with this Agreement as true and accurate without

further verification or investigation. In the event that Administrator must take additional manual steps to resolve errors created by Employer's failure to satisfy its obligations under this Section 1.3, such additional correction efforts will be billed on an hourly basis.

- 1.4 Administrator will make reimbursement forms available on its or its Subcontractor's website and to Employer for distribution to Covered Individuals. Administrator is only obligated to process requests for reimbursements submitted to Administrator in accordance with the instructions set forth on Administrator's reimbursement forms. Administrator will process requests for reimbursements in accordance with applicable law, its standard operating procedures, the terms of the Benefit Plan to the extent that such terms are provided to Administrator and are consistent with Administrator's standard operating procedures. If Administrator denies a request for reimbursement, Administrator will review the 1st level appeal if the Plan provides for 2 levels of appeal. Employer will be responsible for the final determination on the final level of appeal.
- 1.5 If a request for reimbursement is approved by Administrator in accordance with its obligations set forth herein, Administrator will disburse benefits as soon as reasonably possible after Administrator approves the claim.
- 1.6 If Employer chooses Electronic Payment Card Services (as set forth in the Schedule), then Electronic Payment Card Services will be provided in accordance with Article II of this Appendix.
- 1.7 If it is discovered that a Covered Individual was overpaid, or the Covered Individual fails to substantiate an Electronic Payment Card Transaction as required by applicable rules and regulations, Administrator will make reasonable attempts to collect repayment of overpaid or unsubstantiated Electronic Payment Card claims or offset the ineligible payment against any claims for future eligible expenses in accordance with applicable rules and regulations. Administrator will make no more than 2 requests for repayment from the Covered Individual. If repayment or offset is not made, Administrator will notify Employer. Employer is responsible for taking any additional action required by law (e.g., including such amounts in income). Administrator shall have no obligation to request repayment or offset to the extent such overpayment is a result of Employer's acts or omissions, such payments were authorized by Employer or Employer has failed to satisfy its funding obligations.
- 1.9 Upon request, Administrator will conduct nondiscrimination testing required under the Code (collectively referred to as the "Nondiscrimination Tests") to the extent Administrator provides related services.

To the extent necessary, Administrator will provide Employer with a form requesting data necessary to complete the Nondiscrimination Tests. Administrator will complete the Nondiscrimination Tests and provide a report summarizing its interpretations of the results, which is based solely on the information provided by Employer and/or information maintained by Administrator in accordance with this Service Schedule, within a reasonable amount of time after receipt of the requested information.
- 1.10 Employer may review written reports summarizing the Benefit Plan activities from the previous month at any time through Administrator's on-line portal. Employer is responsible for reviewing the reports submitted by Administrator and notifying Administrator of any errors of which it is aware within a reasonable period of time after reviewing them.

Article II. Electronic Payment Card Services

- 2.1 At Employer's request and payment of all applicable fees, the card service provider may make an electronic payment card (Card) available to Covered Individuals through which eligible expenses may be paid in accordance with the following terms:
- (i) The Card Service Provider will provide an Electronic Payment Card to each Card Recipient. Employer understands and acknowledges that Card Service Provider issues Cards based solely on the information provided by Employer and neither Administrator nor the Card Service Provider has an obligation to verify or confirm that recipients of Cards (Card Recipients) are Covered Individuals.
 - (ii) Card Recipients must agree to use the Card in accordance with the terms of the Cardholder Agreement that accompanies the Card. The Card will be deactivated if the Covered Individual fails to use the Card in accordance with the Cardholder Agreement or as otherwise required by applicable law.
 - (iii) The Card may be used by Card Recipients to pay for eligible expenses (as defined by applicable law and the applicable Benefit Plan documents to the extent consistent with Administrator's standard operating procedures) in accordance with the applicable rules and regulations.
 - (iv) Administrator will require substantiation of expenses paid with the Card in accordance with the requirements set forth in the Code, its standard operating procedures, and/or other applicable guidance. Any additional substantiation practices required by Administrator will result in additional fees hereunder. The Card will be deactivated if the Card Recipient fails to provide the requested substantiation in a timely manner as determined by Administrator in accordance with Federal guidelines.
 - (vi) All Cards will be deactivated on the date this Agreement is terminated, the date that Employer fails to satisfy its reimbursement obligations as set forth herein, and/or as necessary to prevent fraud or abuse (as determined by Administrator).
 - (vii) If Cards are issued to Covered Individuals in accordance with this Schedule, then Employer agrees to comply with the terms of the Debit Card Settlement Agreement or such other agreement provided by Administrator's card service provider.

EXHIBIT B

FEEES

1. City of Rock Springs will pay Administrator the following fees for the services Administrator provides under the Agreement.

FSA [Annual] Administrative Fee \$ N/A for the Plan

FSA [Annual] Manual Payroll Fee \$ N/A for the Plan

FSA [Monthly] Per Participant Fee \$ \$4.20 per participant

FSA [Monthly] 'Pay the Provider' Fee \$ N/A per participant

[Annual] Nondiscrimination Testing Fee \$ 250 for the Plan

[Annual] Employee Open Enrollment Project Fee \$ N/A for the Plan

*The monthly per participant fee is based on the number of participants in the Plan as of the last day of the prior month.

2. The fees set forth in this Exhibit B are subject to change upon 30 days prior notice to City of Rock Springs.
3. Administrator reserves the right to charge City of Rock Springs its prevailing hourly rate, which is currently \$ N/A hr, if inaccurate information is communicated to Administrator that necessitates duplicate communication or record keeping functions.
4. Administrator will submit a bill to City of Rock Springs by the 15th day of each month for the Monthly Per Participant Fee owed for such month.
5. The fees shall become payable twenty (20) calendar days after the receipt of invoice. If payments are not received in a timely manner, Administrator may suspend processing of claims until payment is received.
6. Requests for adjustment from City of Rock Springs after sixty (60) calendar days will not be accepted.

EXHIBIT C

BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum (“BAA”) between **MII Life Insurance Incorporated d/b/a Further (“Business Associate”)** and Employer (“**Covered Entity**”) is attached to and made part of the Employer Flexible Benefits Plan Service Agreement with MII Life Insurance Incorporated (**the “Agreement”**) as such agreement may be renewed from time to time. Business Associate and Covered Entity agree that this BAA replaces any prior Business Associate Agreements.

Covered Entity and Business Associate mutually agree to comply with the requirements of the implementing regulations of the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”), as modified by the Health Information Technology for Economic and Clinical Health Act (the “**HITECH Act**”). Specifically, the “**HIPAA Rules**” means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 106 and Part 164. The HIPAA Privacy Rule is the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and 164, subparts A and E. The HIPAA Security Rule is the HIPAA Security Standards at 54 CFR Parts 160 and 164, Subpart C. The HIPAA Breach Notification Rule is the Notification in the Case of Breach of Unsecured Protected Health Information, as set forth at 45 CFR Part 164, subpart D. Business Associate recognizes and agrees that it is obligated by law to meet the applicable provisions of the HIPAA Rules.

I. Privacy of Protected Health Information.

A. Permitted Uses and Disclosures. Business Associate is permitted to use and disclose Protected Health Information (“**PHI**”) that it creates or receives on Covered Entity’s behalf or receives from Covered Entity (or another business associate of Covered Entity) and to request PHI on Covered Entity’s behalf (collectively, “**Covered Entity’s PHI**”) only as follows:

1. Functions and Activities on Covered Entity’s Behalf. To perform functions, activities, services, and operations on behalf of Covered Entity, consistent with the Privacy Rule. More specifically, except as otherwise limited in this BAA, Business Associate is permitted to use and disclose PHI to perform the functions, activities, or services for, or on behalf of, Covered Entity as specified in the above-named Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of Covered Entity.

2. Business Associate’s Operations. For Business Associate’s proper management and administration or to carry out Business Associate’s legal responsibilities, provided that, with respect to disclosure of Covered Entity’s PHI:

a. The disclosure is Required by Law; or

b. Business Associate obtains reasonable assurance (and, upon request of Covered Entity, provides written evidence of such assurance) from any person or entity to which Business Associate will disclose Covered Entity’s PHI that the person or entity shall:

i. Hold Covered Entity’s PHI in confidence and use or further disclose Covered Entity’s PHI only for the purpose for which Business Associate disclosed Covered Entity’s PHI to the person or entity or as Required by Law; and

ii. Immediately (and no later than five (5) business days after the suspected or known breach) notify Business Associate (who shall in turn notify Covered Entity in accordance with Section IV of this BAA) of any instance of which the person or entity becomes aware in which the confidentiality of Covered Entity's PHI was breached.

B. Minimum Necessary and Limited Data Set. Business Associate's use, disclosure or request of PHI shall utilize a Limited Data Set if practicable. Otherwise, Business Associate shall, in its performance of the functions, activities, services, and operations specified in Section I.A.1 above, make reasonable efforts to use, to disclose, and to request of a Covered Entity only the minimum amount of Covered Entity's PHI reasonably necessary to accomplish the intended purpose of the use, disclosure or request. In addition, Business Associate agrees to implement and follow appropriate minimum necessary policies in the performance of its obligations under this BAA.

C. Prohibition on Unauthorized Use or Disclosure. Business Associate shall neither use nor disclose Covered Entity's PHI, except as permitted or required by this BAA or in writing by Covered Entity or as Required by Law. This BAA does not authorize Business Associate to use or disclose Covered Entity's PHI in a manner that will violate 45 C.F.R. Part 164, Subpart E "Privacy of Individually Identifiable Health Information" ("**Privacy Rule**") if done by Covered Entity, except as set forth below.

1. **Sale of PHI Prohibited.** Business Associate shall not directly or indirectly receive any remuneration in exchange for Covered Entity's PHI.

2. **Marketing of PHI.** Business Associate shall not directly or indirectly receive any remuneration for any use or disclosure of PHI for marketing purposes.

D. Information Safeguards.

1. **Privacy of Covered Entity's PHI.** Business Associate shall develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards to protect the privacy of Covered Entity's PHI. The safeguards must reasonably protect Covered Entity's PHI from any intentional or unintentional use or disclosure in violation of the Privacy Rule, 45 CFR Part 164, Subpart E and this BAA, and limit incidental uses or disclosures made pursuant to a use or disclosure otherwise permitted by this BAA. Business Associate shall document such safeguards, and, upon request, provide such safeguards to Covered Entity.

2. **Security of Covered Entity's Electronic PHI.** Business Associate shall develop, implement, maintain, and use administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic PHI that Business Associate creates, receives, maintains, or transmits on Covered Entity's behalf as required by the Security Rule, 45 C.F.R. Part 164, Subpart C. Business Associate also shall develop and implement policies and procedures and meet the Security Rule documentation requirements. Upon request, Business Associate shall provide such policies and procedures to Covered Entity.

E. Subcontractors and Agents. Business Associate shall require any of its subcontractors and agents, to which Business Associate is permitted by this BAA or in writing by Covered Entity to disclose Covered Entity's PHI, in writing to provide reasonable assurance that such subcontractor or agent will comply with the same privacy and security safeguard obligations with respect to Covered Entity's PHI that are applicable to Business Associate under this BAA.

II. Compliance with Transaction Standards. If Business Associate conducts in whole or part electronic Transactions on behalf of Covered Entity for which DHHS has established Standards, Business Associate shall comply, and shall require any subcontractor or agent it involves with the conduct of such Transactions to comply, with each applicable requirement of the Transaction Rule, 45 C.F.R. Part 162.

III. Individual Rights.

A. Access. Business Associate shall, within ten (10) business days following Covered Entity's request, make available to Covered Entity or, at Covered Entity's direction, to an individual (or the individual's personal representative) for inspection and obtaining copies Covered Entity's PHI about the individual that is in Business Associate's custody or control, consistent with the requirements of 45 CFR Section 164.524, so that Covered Entity may meet its access obligations under 45 C.F.R. § 164.524. Business Associate shall make such information available in an electronic format where directed by Covered Entity.

B. Amendment. Business Associate shall, upon receipt of written notice from Covered Entity, promptly amend or permit Covered Entity access to amend any portion of Covered Entity's PHI, so that Covered Entity may meet its amendment obligations under 45 C.F.R. § 164.526.

C. Disclosure Accounting. Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. Business Associate agrees to provide to Covered Entity or an Individual an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, in a prompt and reasonable manner consistent with the HIPAA regulations.

D. Restriction Agreements and Confidential Communications. Business Associate shall comply with any agreement that Covered Entity makes that either (i) restricts use or disclosure of Covered Entity's PHI pursuant to 45 C.F.R. § 164.522(a), or (ii) requires confidential communication about Covered Entity's PHI pursuant to 45 C.F.R. § 164.522(b), provided that Covered Entity notifies Business Associate in writing of the restriction or confidential communication obligations that Business Associate must follow. Covered Entity will promptly notify Business Associate in writing of the termination of any such restriction agreement or confidential communication requirement and, with respect to termination of any such restriction agreement, instruct Business Associate whether any of Covered Entity's PHI will remain subject to the terms of the restriction agreement.

IV. Privacy Obligation Breach and Security Incidents.

A. Reporting.

1. Privacy Breach. Business Associate shall report to Covered Entity any use or disclosure of Covered Entity's PHI not permitted by this BAA or in writing by Covered Entity. In addition, Business Associate shall report, following discovery and without unreasonable delay, but in no event later than five (5) business days following discovery, any "Breach" of "Unsecured Protected Health Information" as these terms are defined by the Breach Notification Regulation. Upon Covered Entity's request, Business Associate shall perform a risk assessment to determine whether there is a low probability that the PHI has been compromised pursuant to the Breach Notification Regulation. Business Associate shall provide documentation relating to the risk assessment when Business Associate reports the Breach

to Covered Entity. If the Covered Entity determines that notice to the individual(s), media or HHS is required, Business Associate shall be responsible for any and all costs relating to such notice. Business Associate shall cooperate with Covered Entity in investigating the Breach and in meeting the Covered Entity's obligations under the Breach Notification Regulation, and any other security breach notification laws.

2. Any such report will include the identification (if known) of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach. If Business Associate discovers that there has been a HIPAA Breach, then except when prohibited by law, Business Associate shall notify Covered Entity without unreasonable delay and in no event not later than thirty (30) business days of the discovery. Business Associate's report will at least:

- a. Identify the nature of the non-permitted access, use or disclosure, including the date of the Breach and the date of discovery of the Breach;
- b. Identify Covered Entity's PHI accessed, used or disclosed as part of the Breach (e.g., full name, social security number, date of birth, etc.);
- c. Identify who made the non-permitted access, use or disclosure and who received the non-permitted disclosure;
- d. Identify what corrective action Business Associate took or will take to prevent further non-permitted access, uses or disclosures;
- e. Identify what Business Associate did or will do to mitigate any deleterious effect of the non-permitted access, use or disclosure; and
- f. Provide such other information, including a written report, as Covered Entity may reasonably request.

B. Security Incidents. The Security Rules define a "Security Incident" as an attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system, involving electronic PHI ("**e-PHI**") that is created, received, maintained or transmitted by or on behalf of a Party. Since the Security Rules include attempted unauthorized access, use, disclosure, modification or destruction of information, Covered Entity needs to have notice of attempts to bypass electronic security mechanisms. The Parties recognize and agree that the significant number of meaningless attempts to, without authorization, access use, disclose, modify or destroy e-PHI will make a real-time reporting requirement formidable for Business Associate. Therefore, the Parties agree to the following reporting procedures for Security Incidents that result in unauthorized access, use, disclosure, modification or destruction of information or interference with system operations ("**Successful Security Incidents**") and for Security Incidents that do not so result ("**Unsuccessful Security Incidents**").

For Unsuccessful Security Incidents, the Parties agree that this paragraph constitutes notice of such Unsuccessful Security Incidents. By way of example, the Parties consider the following to be illustrative of Unsuccessful Security Incidents when they do not result in actual unauthorized access, use, disclosure, modification or destruction of e-PHI or interference with an information system:

- Pings on Business Associate's firewall,

- Port scans,
- Attempts to log on to a system or enter a database with an invalid password or username,
- Denial-of-service attacks that do not result in a server being taken off-line, and
- Malware (worms, viruses, etc.)

Business Associate shall report to Covered Entity any Successful Security Incidents of which Business Associate becomes aware. Business Associate shall make this report upon Covered Entity's request, except if any such security incident resulted in a disclosure of Covered Entity's PHI not permitted by this BAA, Business Associate shall make the report in accordance with this Section IV.

C. Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of the requirements of this BAA.

D. Termination of BAA.

1. Right to Terminate for Breach. Covered Entity may terminate this BAA (as well as any other agreement to which this BAA is attached) if it determines, in its sole discretion, that Business Associate has breached any provision of this BAA and upon written notice to Business Associate of the breach, Business Associate fails to cure the breach within ten (10) days after receipt of the notice. Covered Entity may exercise this right to terminate this BAA by providing Business Associate written notice of termination, stating the failure to cure the breach of the BAA that provides the basis for the termination. Any such termination will be effective immediately or at such other date specified in Covered Entity's notice of termination. If for any reason Covered Entity determines that Business Associate has breached the terms of this BAA and such breach has not been cured, but Covered Entity determines that termination of the BAA is not feasible, Covered Entity may report such breach to the U.S. Department of Health and Human Services.

2. Termination Upon Expiration or Termination of Related Agreement(s). In the event any underlying agreement(s) to which this BAA is attached expires or is terminated, this BAA shall also be terminated, effective as the date of the expiration or termination of the underlying agreement(s).

3. Obligations on Termination.

a. Return or Destruction of Covered Entity's PHI as Feasible. Upon termination or other conclusion of this BAA, Business Associate shall, if feasible, return to Covered Entity or destroy Covered Entity's entire PHI in whatever form or medium, including all copies thereof and all data, compilations, and other works derived therefrom that allow identification of any individual who is a subject of Covered Entity's PHI. Business Associate shall require any subcontractor or agent, to which Business Associate has disclosed Covered Entity's PHI as permitted by Section I.E of this BAA, to if feasible return to Business Associate (so that Business Associate may return it to Covered Entity) or destroy all of Covered Entity's PHI in whatever form or medium received from Business Associate, including all copies thereof and all data, compilations, and other works derived therefrom that allow identification of any individual who is a subject of Covered Entity's PHI, and certify to Business Associate that all such information has been returned or destroyed. Business Associate shall complete these obligations as promptly as possible, but not later than thirty (30) days following the effective date of the termination or other conclusion of this BAA.

b. **Procedure When Return or Destruction Is Not Feasible.** Business Associate shall identify any of Covered Entity's PHI, including any that Business Associate has disclosed to subcontractors or agents as permitted by Section I.E of this BAA, that cannot feasibly be returned to Covered Entity or destroyed and explain why return or destruction is infeasible. Where Covered Entity agrees that such return or destruction is infeasible, Business Associate shall limit its further use or disclosure of such information to those purposes that make return or destruction of such information infeasible. If Covered Entity does not agree, subparagraph 3.a. above shall apply. Business Associate shall require such subcontractor or agent to limit its further use or disclosure of Covered Entity's PHI that such subcontractor or agent cannot feasibly return or destroy to those purposes that make the return or destruction of such information infeasible. Business Associate shall complete these obligations as promptly as possible, but not later than thirty (30) days following the effective date of the termination or other conclusion of this BAA.

c. **Continuing Privacy and Security Obligation.** Business Associate's obligation to protect the privacy and safeguard the security of Covered Entity's PHI as specified in this BAA will be continuous and survive termination or other conclusion of this BAA.

E. **Indemnity.** Business Associate shall indemnify and hold harmless Covered Entity and any Covered Entity affiliate, officer, director, employee or agent from and against any claim, cause of action, liability, damage, fines, penalties, cost or expense, including attorneys' fees and court or proceeding costs, arising out of or in connection with any non-permitted use or disclosure of Covered Entity's PHI or other breach of this BAA by Business Associate or any subcontractor or agent under Business Associate's control.

Covered Entity will indemnify and hold harmless Business Associate and any Business Associate affiliate, officer, director, employee or agent from and against any claim, cause of action, liability, damage, fines, penalties, cost or expense, including attorneys' fees and court or proceeding costs, arising out of or in connection with any non-permitted use or disclosure of Covered Entity's PHI or other breach of this BAA by Covered Entity or any subcontractor or agent under Covered Entity's control.

V. **General Provisions.**

A. **Inspection of Internal Practices, Books, and Records.** Business Associate shall make its internal practices, books, and records relating to its use and disclosure of Covered Entity's PHI available to Covered Entity and to DHHS to determine Covered Entity's compliance with the Privacy Rule, 45 C.F.R. Part 164, Subpart E, and the Security Rule.

B. **Definitions.** The terms "Covered Entity," "Electronic Protected Health Information," "Protected Health Information," "Standard," "Trading Partner Agreement," and "Transaction" have the meanings set out in 45 C.F.R. § 160.103. The term "Standard Transaction" has the meaning set out in 45 C.F.R. § 162.103. The term "Required by Law" has the meaning set out in 45 C.F.R. § 164.103. The terms "Health Care Operations," "Payment," "Research," and "Treatment" have the meanings set out in 45 C.F.R. § 164.501. The term "Limited Data Set" has the meaning set out in 45 C.F.R. § 164.514(e). The term "use" means, with respect to PHI, utilization, employment, examination, analysis or application within Business Associate. The terms "disclose" and "disclosure" mean, with respect to PHI, release, transfer, providing access to or divulging to a person or entity not within Business Associate. For purposes of this BAA, Covered Entity's PHI encompasses Covered Entity's Electronic PHI. Any other capitalized terms not identified in this BAA will have the meanings set forth in the HIPAA Rules.

C. **Amendment to BAA.** Upon the compliance date of any final regulation or amendment to final regulation promulgated by DHHS that affects Business Associate's use or disclosure of Covered Entity's PHI or Standard Transactions, this BAA will automatically amend such that the obligations imposed on Business Associate remain in compliance with the final regulation or amendment to final regulation.

D. **Conflicts.** In the event that this BAA is made part of another agreement between the parties, the terms and conditions of this BAA will override and control any conflicting term or condition of such other agreement, provided that this BAA shall not override any rights of the parties to terminate any such other agreement in accordance with the terms and conditions of such other agreement.

E. **Severability.** If any provision of this BAA is held illegal, invalid, prohibited or unenforceable by a court of competent jurisdiction, that provision shall be limited or eliminated in that jurisdiction to the minimum extent necessary so that this BAA shall otherwise remain in full force and effect and enforceable.

F. **No third party beneficiary.** Nothing expressed or implied in this BAA or in the Contract is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assignees of the parties, any rights, remedies, obligations, or liabilities whatsoever.

SM
10-11-18

RESOLUTION NO. 2018- 159

A RESOLUTION ACCEPTING AND APPROVING A GRANT AWARD FOR THE U.S. DEPARTMENT OF HOMELAND SECURITY, FEDERAL EMERGENCY MANAGEMENT AGENCY, GRANT PROGRAMS DIRECTORATE, STATE HOMELAND SECURITY PROGRAM GRANT FISCAL YEAR 2018, AND AUTHORIZING CARL R. DEMSHAR, JR., AS MAYOR OF THE CITY OF ROCK SPRINGS, WYOMING, AND MATTHEW L. MCBURNETT, AS CITY CLERK OF THE CITY OF ROCK SPRINGS, TO EXECUTE SAID GRANT AWARD ON BEHALF OF SAID CITY.

WHEREAS, the City of Rock Springs Police Department has received funding under the U.S. Department of Homeland Security, Federal Emergency Management Agency, Grant Programs Directorate, State Homeland Security Program Grant Fiscal Year 2018, in the amount of \$25,353.00, which plays an important role in the implementation of the National Preparedness System by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation; and,

WHEREAS, a Grant Award must be executed with the U.S. Department of Homeland Security to obtain said grant funds.

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

Section 1. That the City of Rock Springs Police Department hereby accepts and approves the U.S. Department of Homeland Security, Federal Emergency Management Agency, Grant Programs Directorate, State Homeland Security Program Grant for the period of October 15, 2018, through June 30, 2020, in the amount of \$25,353.00.

Section 2. That the Mayor of the City of Rock Springs, be and he is hereby authorized, empowered and directed to execute said Grant Award, 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 attest to said agreement and to attach to each duplicate original of said document a certified copy of this resolution.

PASSED AND APPROVED this _____ day of _____, 2018.

President of the Council

Attest:

Mayor

City Clerk

**GRANT BETWEEN
WYOMING OFFICE OF HOMELAND SECURITY
AND
CITY OF ROCK SPRINGS**

Grant Award for U.S. Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA), Grant Programs Directorate, State Homeland Security Program (SHSP) Grant Fiscal Year 2018

Subrecipient:	City of Rock Springs
DUNS #	044652899
Award Amount:	\$25,353.00
Period of Performance:	October 15, 2018 through June 30, 2020
CFDA #:	97.067
DHS Grant Code:	EMW-2018-SS-00065
Project ID:	18-SHSP-ROC-LP-HEM18

1. **Parties.** The parties to this Grant are Wyoming Office of Homeland Security (Agency), whose address is: 5500 Bishop Blvd., Cheyenne, WY 82002 and City of Rock Springs (Subrecipient), whose address is: 221 C Street, Rock Springs, WY 82901.
2. **Purpose of Grant.** The purpose of this Grant is to set forth the terms and conditions by which the Subrecipient shall support the investment of **Emergency Communications** to improve the ability of **Rock Springs Police Department** to prevent a threatened or an actual act of terrorism; protect citizens, residents, visitors, and assets against the greatest threats that pose the greatest risk to the security of the United States; mitigate the loss of life and property by lessening the impact of future catastrophic events; respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident; and/or recover through a focus on the timely restoration, strengthening, accessibility and revitalization of infrastructure, housing, and a sustainable economy, as well as the health, social, cultural, historic, and environmental fabric of communities affected by a catastrophic incident. The funds used under this Grant will help prevent terrorism and prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States, therefore, funded investments must have a terrorism-nexus.
3. **Funding Authority:** The funds Homeland Security will distribute to Subrecipient are drawn from grant funds distributed to the State of Wyoming by the Fiscal Year 2018 Homeland Security Grant Program, State Homeland Security Program. The program is authorized by the *Homeland Security Act of 2002* (Public Law 107-296), as amended by section 101 of the Implementing Recommendations of the 9/11 Commission Act of 2007 (Public Law 110-53).
4. **Term of Grant.** This Grant is effective when all parties have executed it (Effective Date). The period of performance of the Grant is from October 15, 2018 through June 30, 2020. All services shall be completed during this term.

This Grant may be extended by agreement of both parties in writing and subject to the required approvals. There is no right or expectation of extension and any extension will be determined at the discretion of the Agency.

5. Payment.

- A.** The Agency agrees to pay the Subrecipient for the services described in Attachment A, which is attached to and incorporated into this Grant by this reference. Total payment under this Grant shall not exceed twenty five thousand, three hundred fifty-three dollars and zero cents (\$25,353.00). Payment shall be made when services are completed, and made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Subrecipient shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Grant. Subrecipient shall submit all invoices within forty-five (45) days of the end of the grant award performance period.
- B.** No payment shall be made for work performed before the Effective Date of this Grant. Should the Subrecipient fail to perform in a manner consistent with the terms and conditions set forth in this Grant, payment under this Grant may be withheld until such time as the Subrecipient performs its duties and responsibilities to the satisfaction of Agency.
- C. Travel.** The payment of travel expenses related to the performance of this Grant shall be allowed with prior approval from Agency and as set forth below. Subrecipient is expected to procure the most cost efficient travel arrangements.

 - (i) Air Travel.** The Agency agrees to reimburse the Subrecipient's approved air travel expenses related to the performance of this Grant. Air travel shall be reimbursed based on actual costs, supported by a copy of the original receipt with the invoice. Subrecipient must select the lowest airfare (fares available in the market at the time of booking, preferably well in advance of trip to attain the lowest possible airfare). Subrecipients shall book economy class fares for all domestic travel. First class bookings are not reimbursable.
 - (ii) Personal Vehicle.** The Agency agrees to reimburse the Subrecipient's approved use of personal vehicle. Mileage shall be reimbursed at the current State rate per mile based on standard map mileage. Fuel will not be reimbursed.
 - (iii) Car Rental.** The Agency agrees to reimburse the Subrecipient's approved car rental expenses related to the performance of this Grant. Car rental expenses shall be reimbursed at actual costs, supported by a copy of the original receipt with the invoice. Subrecipient must select the lowest rental rates for an appropriate vehicle

- D. Lodging.** The Agency agrees to reimburse Subrecipient's approved lodging expenses related to the performance of this Grant. Lodging expenses shall be reimbursed at actual costs, supported by a copy of the original receipt with the invoice. The Subrecipient shall only invoice the Agency for the basic room rate, taxes, and lodging fees. The Agency is not responsible for incidental or miscellaneous expenses charged to the room. Incidental and miscellaneous expenses for which the Agency shall not be responsible include charges such as alcohol, internet, telephone charges, mini-bar, and movies.
- E. Meals.** The Agency agrees to reimburse Subrecipient's approved meal expenses related to the performance of this Grant. Unless otherwise agreed upon, the Subrecipient shall be reimbursed for meals in accordance with the current U.S. General Services Administration rate per day. This reimbursement amount includes all meal, beverage, and refreshment expenses incurred during the day. Requests for reimbursement shall state the amount allowable for meals and list the actual number of travel days on the invoice.

6. Responsibilities of Subrecipient.

- A.** Subrecipient agrees to be familiar and comply with the Fiscal Year 2018 Homeland Security Grant Program (HSGP) Program Notice of Funding Opportunity (NOFO) which can be found at https://www.fema.gov/media-library-data/1526578809767-7f08f471f36d22b2c0d8afb848048c96/FY_2018_HSGP_NOFO_FINAL_508.pdf.
- B. Environmental and Historic Preservation (EHP).** Subrecipient with projects that have potential to impact the environment, including but not limited to the construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in DHS/FEMA/EHP review process prior to work being started. Failure of Subrecipient to meet federal, state, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Additionally, all subrecipients are required to comply with DHS/FEMA EHP Policy Guidance, FEMA Policy #108-023-1. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, Subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.
- C. THIRA/SPR.** Subrecipient agrees to complete/actively participate in a whole community Threat and Hazard Risk Assessment or Stakeholder Preparedness Report (THIRA/SPR) update or both annually by the Fall deadline of each year during the entire period of this Grant.

- D. NIMS.** Subrecipients are required to maintain adoption and implementation of the National Incident Management System (NIMS). Subrecipients must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking, and recovery of resources. Subrecipients shall update or modify their operational plans, and training and exercise activities, as necessary, to achieve conformance with the National Response Framework and NIMS implementation guidelines.
- E. Point of Contact.** Subrecipient must keep the Agency up-to-date as to the name of the person acting as the primary contact person for this Grant using the Point of Contact Information Form provided by the Agency, including any change of contact person, address, email, or telephone information. Subrecipient's primary contact shall cooperate with any assessments, national evaluation efforts, or information or data collect requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this Grant.
- F. Procurement.** Subrecipient must use their own documented procurement procedures that reflect applicable state, local, territorial, and tribal laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. Part 200. All procurement activity must be conducted in accordance with Federal Procurement Standards 2 C.F.R. Part 200.317-200.326.
- G. Equipment.**
- (i) Subrecipient may not use this Grant funding to purchase equipment not specifically authorized in the Authorized Equipment List (AEL) unless the proposed acquisition is reviewed by the Agency and approved by the U.S. Department of Homeland Security in writing prior to purchase.
 - (ii) Subrecipient shall ensure all equipment purchased with these Grant funds is maintained and available for response to terrorist incidents. Subrecipient agrees that, when practicable, any equipment or supplies purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security and administered by the Wyoming Office of Homeland Security."
 - (iii) Subrecipient shall maintain property records for all equipment purchased with HSGP funds in accordance with 2 CFR 200.313(1) to include: a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds the title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price

of the property. Subrecipient shall provide Agency with updated property records during the close-out of the Grant.

- (iv) Investments in emergency communications systems and equipment must meet applicable SAFECOM Guidance.

H. Training and Exercise. Training conducted using HSGP funds should address a performance gap identified through a Training Exercise Plan, THIRA/SPR process, or other assessment and contribute to building a capability that will be evaluated through a formal exercise. Exercises conducted with this Grant should be managed and conducted consistent with Homeland Security Exercise and Evaluation Program (HSEEP).

I. Closeout.

- (i) Subrecipient will submit a final project and financial report to the Agency within forty-five (45) days of the end of the Grant. The final report must include project description detailing accomplishments, qualitative summary of the impact of those accomplishments, financial summary, as well as other documents required by program guidance or terms and conditions of the award, to include updated property records. Failure to provide a final report may jeopardize future funding.
- (ii) Subrecipient must maintain and retain the following: backup documentation such as bids and quotes, cost/price analyses on file for review, other documents required by Federal regulations applicable at the time of Grant. Subrecipients should keep detailed records of all transactions involving the Grant to included but not limited to: specifications, solicitations, competitive quotes or proposals, basis for selection decisions, purchase orders, contracts, invoices, cancelled checks. Failure to fully document all purchases may find their expenditures questioned and subsequently disallowed. Records must be maintained for three years after the close of the federal award.

7. Responsibilities of Agency. The Agency agrees to:

- A.** Pay Subrecipient in accordance with Section 4 above.
- B.** Be available to provide necessary and feasible technical advice requested by Subrecipient.
- C.** Notify Subrecipient of any state of federal determination of noncompliance. The Agency will provide Subrecipient written notice of intent to impose immediate measures and will make reasonable efforts to resolve the problem informally.
- D.** Notify Subrecipient of the earliest possible time of the services, which may be affected by a shortage of funds.

- E. Notify Subrecipient of information and updates received from FEMA or other federal agencies, which may affect or otherwise restrict the availability of funds awarded to Subrecipient herein.

8. **Special Provisions.**

- A. **Assumption of Risk.** The Subrecipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Subrecipient's failure to comply with state or federal requirements. The Agency shall notify the Subrecipient of any state or federal determination of noncompliance.
- B. **Environmental Policy Acts.** Subrecipient agrees all activities under this Grant will 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.
- C. **Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Grant may be terminated without penalty if a private entity that receives funds under this Grant:
- (i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (ii) Procures a commercial sex act during the period of time that the award is in effect; or
 - (iii) Uses forced labor in the performance of the award or subawards under the award.
- D. **Kickbacks.** Subrecipient certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Grant, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Grant. If Subrecipient breaches or violates this warranty, Agency may, at its discretion, terminate this Grant without liability to Agency, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- E. **Limitations on Lobbying Activities.** By signing this Grant, Subrecipient certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Subrecipient or its subrecipients in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, Grant, cooperative agreement, or loan.
- F. **Monitoring Activities.** Agency shall have the right to monitor all activities

related to this Grant that are performed by Subrecipient or its subrecipients. 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 Grant; and to observe personnel in every phase of performance of Grant related work.

- G. Nondiscrimination.** The Subrecipient shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Grant.
- H. No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Grant, shall be paid by either party.
- I. Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Subrecipient and related to the services and work to be performed under this Grant, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval of Agency.
- J. Suspension and Debarment.** By signing this Grant, Subrecipient certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Grant suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Subrecipient agrees to notify Agency by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Grant.
- K. Administration of Federal Funds.** Subrecipient agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 C.F.R. Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by Agency.
- L. Copyright License and Patent Rights.** Subrecipient acknowledges that federal grantor, the State of Wyoming, and Agency reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the

copyright in any work developed under this Grant; and (2) any rights of copyright to which Subrecipient purchases ownership using funds awarded under this Grant. Subrecipient must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this Grant.

- M. Federal Audit Requirements.** Subrecipient agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Subrecipient agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 C.F.R. Part 200, Subpart F. Subrecipient shall provide one (1) copy of the audit report to Agency and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Agency's records. Subrecipients agrees that if it expends less than seven hundred fifty thousand dollars (\$750,000.00) in federal funds during its fiscal year, it must send the Agency a letter stating they do not meet the threshold to undergo an organization-wide financial and compliance single audit.
- N. Non-Supplanting Certification.** Subrecipient hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Grant.
- O. Program Income.** Subrecipient shall not deposit grant funds in an interest bearing account without prior approval of Agency. Any income attributable to the grant funds distributed under this Grant must be used to increase the scope of the program or returned to Agency.

9. General Provisions.

- A. Amendments.** Any changes, modifications, revisions, or amendments to this Grant which are mutually agreed upon by the parties to this Grant shall be incorporated by written instrument, executed by all parties to this Grant.
- B. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Grant shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Grant as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Grant and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment Prohibited and Grant Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Grant without the prior written consent of the other party. The Subrecipient shall not use this Grant, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.

- D. Audit and Access to Records.** The Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Grant. The Subrecipient shall immediately, upon receiving written instruction from the Agency, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Grant. The Subrecipient shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Agency.
- E. Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Grant, the Grant may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Subrecipient at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- F. Award of Related Grants.** The Agency may award supplemental or successor grants for work related to this Grant or may award grants to other subrecipients for work related to this Grant. The Subrecipient shall cooperate fully with other subrecipients and the Agency in all such cases.
- G. Certificate of Good Standing.** The Subrecipient shall provide to the Agency a Certificate of Good Standing from the Wyoming Secretary of State, or other proof that Subrecipient is authorized to conduct business in the State of Wyoming, if required, before performing work under this Grant. Subrecipient shall ensure that annual filings and corporate taxes due and owing to the Secretary of State's office are up-to-date before signing this Grant.
- H. Compliance with Laws.** The Subrecipient shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Grant.
- I. Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Grant shall be kept confidential by the Subrecipient unless written permission is granted by the Agency for its release. If and when Subrecipient receives a request for information subject to this Grant, Subrecipient shall notify Agency within ten (10 days) of such request and shall not release information to a third party unless directed to do so by Agency.

- J. Entirety of Grant.** This Grant, consisting of thirteen (13) pages; and Attachment A, Project Description, consisting of one (1) page, represent the entire and integrated Grant between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Grant and the language of any attachment or document incorporated by reference, the language of this Grant shall control.
- K. Ethics.** Subrecipient shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Subrecipient's profession.
- L. Extensions.** Nothing in this Grant shall be interpreted or deemed to create an expectation that this Grant will be extended beyond the term described herein. Any extension of this Grant shall be initiated by the Agency and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Grant or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Grant.
- M. Force Majeure.** Neither party shall be liable for failure to perform under this Grant if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- N. Indemnification.** Each party to this Grant shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- O. Independent Contractor.** The Subrecipient shall function as an independent contractor for the purposes of this Grant and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Grant, the Subrecipient shall be free from control or direction over the details of the performance of services under this Grant. The Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by the Subrecipient in fulfilling the terms of this Grant and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Grant. Nothing in this Grant shall be interpreted as authorizing the Subrecipient or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The Subrecipient agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure

to the benefit of the Subrecipient or the Subrecipient's agents or employees as a result of this Grant.

- P. Notices.** All notices arising out of, or from, the provisions of this Grant shall be in writing either by regular mail or delivery in person at the addresses provided under this Grant.
- Q. Notice of Sale or Transfer.** The Subrecipient shall provide the Agency with notice of any sale, transfer, merger, or consolidation of the assets of the Subrecipient. Such notice shall be provided in accordance with the notices provision of this Grant and, when possible and lawful, in advance of the transaction. If the Agency determines that the sale, transfer, merger, or consolidation is not consistent with the continued satisfactory performance of the Subrecipient's obligations under this Grant, then the Agency may, at its discretion, terminate or renegotiate the Grant.
- R. Ownership and Destruction of Documents and Information.** Agency owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Grant. Upon termination of services, for any reason, Subrecipient agrees to return all such original and derivative information and documents to the Agency in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon Agency's verified receipt of such information, Subrecipient agrees to physically and electronically destroy any residual Agency-owned data, regardless of format, and any other storage media or areas containing such information. Subrecipient agrees to provide written notice to Agency confirming the destruction of any such residual Agency-owned data.
- S. Patent or Copyright Protection.** The Subrecipient 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 Subrecipient or its Subrecipients will violate any such restriction. The Subrecipient shall defend and indemnify the Agency for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.
- T. Prior Approval.** This Grant shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Grant has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).
- U. Severability.** Should any portion of this Grant be judicially determined to be illegal or unenforceable, the remainder of the Grant shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

- V. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Grant and the Subrecipient expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Grant shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- W. Taxes.** The Subrecipient shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- X. Termination of Grant.** This Grant may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Grant may be terminated by the Agency immediately for cause if the Subrecipient fails to perform in accordance with the terms of this Grant.
- Y. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Grant shall not be construed so as to create such status. The rights, duties, and obligations contained in this Grant shall operate only between the parties to this Grant and shall inure solely to the benefit of the parties to this Grant. The provisions of this Grant are intended only to assist the parties in determining and performing their obligations under this Grant.
- Z. Time is of the Essence.** Time is of the essence in all provisions of this Grant.
- AA. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Grant.
- BB. Waiver.** The waiver of any breach of any term or condition in this Grant shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- CC. Counterparts.** This Grant may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Grant. Delivery by the Subrecipient of an originally signed counterpart of this Grant by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

10. **Signatures.** The parties to this Grant, either personally or through their duly authorized representatives, have executed this Grant on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Grant.

The Effective Date of this Grant is the date of the signature last affixed to this page.

AGENCY:

Wyoming Office of Homeland Security

Guy Cameron, Director

Date

SUBRECIPIENT:

City of Rock Springs

Dwane Pacheco, Chief
Rock Springs Police Department

Date

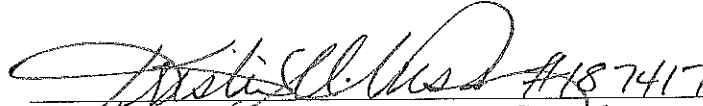
Carl Demshar, Mayor

Date

CITY ATTORNEY: APPROVAL AS TO FORM

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM


#187417
jmr Tyler M. Renner, Assistant Attorney General

10-01-18

Date

Attachment A: Project Description

Rock Springs Police Department
Project ID: 18-SHSP-ROC-LP-HEM18
IJ: Emergency Communications

The following submitted project(s) have been approved for the Federal Fiscal Year 2018 U.S. Department of Homeland Security State Homeland Security Program Grant. Only expenditures within the scope of the below projects will be reimbursed by the Wyoming Office of Homeland Security. Any changes to the scope of work must be approved through the Wyoming Office of Homeland Security prior to implementation.

IJ ID	Description	Amount
9.19	For the purchase of WyoLink mobile and portable radios and allowable accessories	\$25,353

For questions regarding individual project allowability, the scope of an approved project, or the 2018 SHSP grant, please contact:

SHSP Grant Manager
Wyoming Office of Homeland Security
307-777-5768

Security Unit Chief
Wyoming Office of Homeland Security
307-777-4917

WOHS
Original Document

App 2/6/18



City of Rock Springs

Police Department
221 C Street
Rock Springs, WY 82901
www.rswy.net
rspd@rswy.net

Phone 307-352-1581
Fax 307-352-1580

January 29, 2018

To: Honorable Mayor Carl Demshar and Members of the Council
From: Chief Dwane J. Pacheco
Re: 2018 SHSP Grant

The Wyoming Office of Homeland Security has announced the release of the project application for the 2018 State Homeland Security Program grant. The SHSP supports the core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response and Recovery based on allowable costs.

This memo serves as a request to apply for this grant. At this time, it is anticipated that a cost share or match will not be required.

Thank you for your time and consideration in this matter.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Dwane J. Pacheco", written over a horizontal line.

Dwane J. Pacheco
Chief of Police

10-11-18

RESOLUTION NO. 2018- 160

A RESOLUTION ACCEPTING AND APPROVING A GRANT AWARD FOR THE U.S. DEPARTMENT OF HOMELAND SECURITY, FEDERAL EMERGENCY MANAGEMENT AGENCY, GRANT PROGRAMS DIRECTORATE, STATE HOMELAND SECURITY PROGRAM GRANT FISCAL YEAR 2018, AND AUTHORIZING CARL R. DEMSHAR, JR., AS MAYOR OF THE CITY OF ROCK SPRINGS, WYOMING, AND MATTHEW L. MCBURNETT, AS CITY CLERK OF THE CITY OF ROCK SPRINGS, TO EXECUTE SAID GRANT AWARD ON BEHALF OF SAID CITY.

WHEREAS, the City of Rock Springs (Regional Emergency Response Team #4) has received funding under the U.S. Department of Homeland Security, Federal Emergency Management Agency, Grant Programs Directorate, State Homeland Security Program Grant Fiscal Year 2018, in the amount of \$120,188.03, which plays an important role in the implementation of the National Preparedness System by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation; and,

WHEREAS, a Grant Award must be executed with the U.S. Department of Homeland Security to obtain said grant funds.

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

Section 1. That the City of Rock Springs (Regional Emergency Response Team #4) hereby accepts and approves the U.S. Department of Homeland Security, Federal Emergency Management Agency, Grant Programs Directorate, State Homeland Security Program Grant for the period of October 15, 2018, through June 30, 2020, in the amount of \$120,188.03.

Section 2. That the Mayor of the City of Rock Springs, be and he is hereby authorized, empowered and directed to execute said Grant Award, 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 attest to said agreement and to attach to each duplicate original of said document a certified copy of this resolution.

PASSED AND APPROVED this _____ day of _____, 2018.

President of the Council

Attest:

Mayor

City Clerk

**GRANT BETWEEN
WYOMING OFFICE OF HOMELAND SECURITY
AND
CITY OF ROCK SPRINGS**

Grant Award for U.S. Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA), Grant Programs Directorate, State Homeland Security Program (SHSP) Grant Fiscal Year 2018

Subrecipient:	City of Rock Springs
DUNS #	044652899
Award Amount:	\$120,188.03
Period of Performance:	October 15, 2018 through June 30, 2020
CFDA #:	97.067
DHS Grant Code:	EMW-2018-SS-00065
Project ID:	18-SHSP-RR4-RR-HRT18

1. **Parties.** The parties to this Grant are Wyoming Office of Homeland Security (Agency), whose address is: 5500 Bishop Blvd., Cheyenne, WY 82002 and City of Rock Springs (Subrecipient), whose address is: 600 College Drive, Rock Springs, WY 82901.
2. **Purpose of Grant.** The purpose of this Grant is to set forth the terms and conditions by which the Subrecipient shall support the investment of **Regional Emergency Response Teams** to improve the ability of **RERT #4 - City of Rock Springs Fire Department** to prevent a threatened or an actual act of terrorism; protect citizens, residents, visitors, and assets against the greatest threats that pose the greatest risk to the security of the United States; mitigate the loss of life and property by lessening the impact of future catastrophic events; respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident; and/or recover through a focus on the timely restoration, strengthening, accessibility and revitalization of infrastructure, housing, and a sustainable economy, as well as the health, social, cultural, historic, and environmental fabric of communities affected by a catastrophic incident. The funds used under this Grant will help prevent terrorism and prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States, therefore, funded investments must have a terrorism-nexus.
3. **Funding Authority:** The funds Homeland Security will distribute to Subrecipient are drawn from grant funds distributed to the State of Wyoming by the Fiscal Year 2018 Homeland Security Grant Program, State Homeland Security Program. The program is authorized by the *Homeland Security Act of 2002* (Public Law 107-296), as amended by section 101 of the Implementing Recommendations of the 9/11 Commission Act of 2007 (Public Law 110-53).
4. **Term of Grant.** This Grant is effective when all parties have executed it (Effective Date). The period of performance of the Grant is from October 15, 2018 through June 30, 2020. All services shall be completed during this term.

This Grant may be extended by agreement of both parties in writing and subject to the required approvals. There is no right or expectation of extension and any extension will be determined at the discretion of the Agency.

5. **Payment.**

- A. The Agency agrees to pay the Subrecipient for the services described in Attachment A, which is attached to and incorporated into this Grant by this reference. Total payment under this Grant shall not exceed one hundred twenty thousand, one hundred eighty-eight dollars and three cents (\$120,188.03). Payment shall be made when services are completed, and made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Subrecipient shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Grant. Subrecipient shall submit all invoices within forty-five (45) days of the end of the grant award performance period.
- B. No payment shall be made for work performed before the Effective Date of this Grant. Should the Subrecipient fail to perform in a manner consistent with the terms and conditions set forth in this Grant, payment under this Grant may be withheld until such time as the Subrecipient performs its duties and responsibilities to the satisfaction of Agency.
- C. **Travel.** The payment of travel expenses related to the performance of this Grant shall be allowed with prior approval from Agency and as set forth below. Subrecipient is expected to procure the most cost efficient travel arrangements.
 - (i) Air Travel. The Agency agrees to reimburse the Subrecipient's approved air travel expenses related to the performance of this Grant. Air travel shall be reimbursed based on actual costs, supported by a copy of the original receipt with the invoice. Subrecipient must select the lowest airfare (fares available in the market at the time of booking, preferably well in advance of trip to attain the lowest possible airfare). Subrecipients shall book economy class fares for all domestic travel. First class bookings are not reimbursable.
 - (ii) Personal Vehicle. The Agency agrees to reimburse the Subrecipient's approved use of personal vehicle. Mileage shall be reimbursed at the current State rate per mile based on standard map mileage. Fuel will not be reimbursed.
 - (iii) Car Rental. The Agency agrees to reimburse the Subrecipient's approved car rental expenses related to the performance of this Grant. Car rental expenses shall be reimbursed at actual costs, supported by a copy of the original receipt with the invoice. Subrecipient must select the lowest rental rates for an appropriate vehicle

- D. Lodging.** The Agency agrees to reimburse Subrecipient's approved lodging expenses related to the performance of this Grant. Lodging expenses shall be reimbursed at actual costs, supported by a copy of the original receipt with the invoice. The Subrecipient shall only invoice the Agency for the basic room rate, taxes, and lodging fees. The Agency is not responsible for incidental or miscellaneous expenses charged to the room. Incidental and miscellaneous expenses for which the Agency shall not be responsible include charges such as alcohol, internet, telephone charges, mini-bar, and movies.
- E. Meals.** The Agency agrees to reimburse Subrecipient's approved meal expenses related to the performance of this Grant. Unless otherwise agreed upon, the Subrecipient shall be reimbursed for meals in accordance with the current U.S. General Services Administration rate per day. This reimbursement amount includes all meal, beverage, and refreshment expenses incurred during the day. Requests for reimbursement shall state the amount allowable for meals and list the actual number of travel days on the invoice.

6. Responsibilities of Subrecipient.

- A.** Subrecipient agrees to be familiar and comply with the Fiscal Year 2018 Homeland Security Grant Program (HSGP) Program Notice of Funding Opportunity (NOFO) which can be found at https://www.fema.gov/media-library-data/1526578809767-7f08f471f36d22b2c0d8afb848048c96/FY_2018_HSGP_NOFO_FINAL_508.pdf.
- B. Environmental and Historic Preservation (EHP).** Subrecipient with projects that have potential to impact the environment, including but not limited to the construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in DHS/FEMA/EHP review process prior to work being started. Failure of Subrecipient to meet federal, state, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Additionally, all subrecipients are required to comply with DHS/FEMA EHP Policy Guidance, FEMA Policy #108-023-1. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, Subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.
- C. THIRA/SPR.** Subrecipient agrees to complete/actively participate in a whole community Threat and Hazard Risk Assessment or Stakeholder Preparedness Report (THIRA/SPR) update or both annually by the Fall deadline of each year during the entire period of this Grant.

- D. NIMS.** Subrecipients are required to maintain adoption and implementation of the National Incident Management System (NIMS). Subrecipients must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking, and recovery of resources. Subrecipients shall update or modify their operational plans, and training and exercise activities, as necessary, to achieve conformance with the National Response Framework and NIMS implementation guidelines.
- E. Point of Contact.** Subrecipient must keep the Agency up-to-date as to the name of the person acting as the primary contact person for this Grant using the Point of Contact Information Form provided by the Agency, including any change of contact person, address, email, or telephone information. Subrecipient's primary contact shall cooperate with any assessments, national evaluation efforts, or information or data collect requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this Grant.
- F. Procurement.** Subrecipient must use their own documented procurement procedures that reflect applicable state, local, territorial, and tribal laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. Part 200. All procurement activity must be conducted in accordance with Federal Procurement Standards 2 C.F.R. Part 200.317-200.326.
- G. Equipment.**
- (i) Subrecipient may not use this Grant funding to purchase equipment not specifically authorized in the Authorized Equipment List (AEL) unless the proposed acquisition is reviewed by the Agency and approved by the U.S. Department of Homeland Security in writing prior to purchase.
 - (ii) Subrecipient shall ensure all equipment purchased with these Grant funds is maintained and available for response to terrorist incidents. Subrecipient agrees that, when practicable, any equipment or supplies purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security and administered by the Wyoming Office of Homeland Security."
 - (iii) Subrecipient shall maintain property records for all equipment purchased with HSGP funds in accordance with 2 CFR 200.313(1) to include: a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds the title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price

of the property. Subrecipient shall provide Agency with updated property records during the close-out of the Grant.

- (iv) Investments in emergency communications systems and equipment must meet applicable SAFECOM Guidance.

H. Training and Exercise. Training conducted using HSGP funds should address a performance gap identified through a Training Exercise Plan, THIRA/SPR process, or other assessment and contribute to building a capability that will be evaluated through a formal exercise. Exercises conducted with this Grant should be managed and conducted consistent with Homeland Security Exercise and Evaluation Program (HSEEP).

I. Closeout.

- (i) Subrecipient will submit a final project and financial report to the Agency within forty-five (45) days of the end of the Grant. The final report must include project description detailing accomplishments, qualitative summary of the impact of those accomplishments, financial summary, as well as other documents required by program guidance or terms and conditions of the award, to include updated property records. Failure to provide a final report may jeopardize future funding.
- (ii) Subrecipient must maintain and retain the following: backup documentation such as bids and quotes, cost/price analyses on file for review, other documents required by Federal regulations applicable at the time of Grant. Subrecipients should keep detailed records of all transactions involving the Grant to included but not limited to: specifications, solicitations, competitive quotes or proposals, basis for selection decisions, purchase orders, contracts, invoices, cancelled checks. Failure to fully document all purchases may find their expenditures questioned and subsequently disallowed. Records must be maintained for three years after the close of the federal award.

7. Responsibilities of Agency. The Agency agrees to:

- A.** Pay Subrecipient in accordance with Section 4 above.
- B.** Be available to provide necessary and feasible technical advice requested by Subrecipient.
- C.** Notify Subrecipient of any state of federal determination of noncompliance. The Agency will provide Subrecipient written notice of intent to impose immediate measures and will make reasonable efforts to resolve the problem informally.
- D.** Notify Subrecipient of the earliest possible time of the services, which may be affected by a shortage of funds.

- E. Notify Subrecipient of information and updates received from FEMA or other federal agencies, which may affect or otherwise restrict the availability of funds awarded to Subrecipient herein.

8. **Special Provisions.**

- A. **Assumption of Risk.** The Subrecipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Subrecipient's failure to comply with state or federal requirements. The Agency shall notify the Subrecipient of any state or federal determination of noncompliance.
- B. **Environmental Policy Acts.** Subrecipient agrees all activities under this Grant will 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.
- C. **Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Grant may be terminated without penalty if a private entity that receives funds under this Grant:
 - (i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (ii) Procures a commercial sex act during the period of time that the award is in effect; or
 - (iii) Uses forced labor in the performance of the award or subawards under the award.
- D. **Kickbacks.** Subrecipient certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Grant, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Grant. If Subrecipient breaches or violates this warranty, Agency may, at its discretion, terminate this Grant without liability to Agency, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- E. **Limitations on Lobbying Activities.** By signing this Grant, Subrecipient certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Subrecipient or its subrecipients in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, Grant, cooperative agreement, or loan.
- F. **Monitoring Activities.** Agency shall have the right to monitor all activities

related to this Grant that are performed by Subrecipient or its subrecipients. 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 Grant; and to observe personnel in every phase of performance of Grant related work.

- G. Nondiscrimination.** The Subrecipient shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Grant.
- H. No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Grant, shall be paid by either party.
- I. Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Subrecipient and related to the services and work to be performed under this Grant, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval of Agency.
- J. Suspension and Debarment.** By signing this Grant, Subrecipient certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Grant suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Subrecipient agrees to notify Agency by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Grant.
- K. Administration of Federal Funds.** Subrecipient agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 C.F.R. Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by Agency.
- L. Copyright License and Patent Rights.** Subrecipient acknowledges that federal grantor, the State of Wyoming, and Agency reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the

copyright in any work developed under this Grant; and (2) any rights of copyright to which Subrecipient purchases ownership using funds awarded under this Grant. Subrecipient must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this Grant.

- M. Federal Audit Requirements.** Subrecipient agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Subrecipient agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 C.F.R. Part 200, Subpart F. Subrecipient shall provide one (1) copy of the audit report to Agency and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Agency's records. Subrecipients agrees that if it expends less than seven hundred fifty thousand dollars (\$750,000.00) in federal funds during its fiscal year, it must send the Agency a letter stating they do not meet the threshold to undergo an organization-wide financial and compliance single audit.
- N. Non-Supplanting Certification.** Subrecipient hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Grant.
- O. Program Income.** Subrecipient shall not deposit grant funds in an interest bearing account without prior approval of Agency. Any income attributable to the grant funds distributed under this Grant must be used to increase the scope of the program or returned to Agency.

9. General Provisions.

- A. Amendments.** Any changes, modifications, revisions, or amendments to this Grant which are mutually agreed upon by the parties to this Grant shall be incorporated by written instrument, executed by all parties to this Grant.
- B. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Grant shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Grant as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Grant and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment Prohibited and Grant Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Grant without the prior written consent of the other party. The Subrecipient shall not use this Grant, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.

- D. Audit and Access to Records.** The Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Grant. The Subrecipient shall immediately, upon receiving written instruction from the Agency, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Grant. The Subrecipient shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Agency.
- E. Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Grant, the Grant may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Subrecipient at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- F. Award of Related Grants.** The Agency may award supplemental or successor grants for work related to this Grant or may award grants to other subrecipients for work related to this Grant. The Subrecipient shall cooperate fully with other subrecipients and the Agency in all such cases.
- G. Certificate of Good Standing.** The Subrecipient shall provide to the Agency a Certificate of Good Standing from the Wyoming Secretary of State, or other proof that Subrecipient is authorized to conduct business in the State of Wyoming, if required, before performing work under this Grant. Subrecipient shall ensure that annual filings and corporate taxes due and owing to the Secretary of State's office are up-to-date before signing this Grant.
- H. Compliance with Laws.** The Subrecipient shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Grant.
- I. Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Grant shall be kept confidential by the Subrecipient unless written permission is granted by the Agency for its release. If and when Subrecipient receives a request for information subject to this Grant, Subrecipient shall notify Agency within ten (10 days) of such request and shall not release information to a third party unless directed to do so by Agency.

- J. Entirety of Grant.** This Grant, consisting of thirteen (13) pages; and Attachment A, Project Description, consisting of one (1) page, represent the entire and integrated Grant between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Grant and the language of any attachment or document incorporated by reference, the language of this Grant shall control.
- K. Ethics.** Subrecipient shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Subrecipient's profession.
- L. Extensions.** Nothing in this Grant shall be interpreted or deemed to create an expectation that this Grant will be extended beyond the term described herein. Any extension of this Grant shall be initiated by the Agency and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Grant or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Grant.
- M. Force Majeure.** Neither party shall be liable for failure to perform under this Grant if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- N. Indemnification.** Each party to this Grant shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- O. Independent Contractor.** The Subrecipient shall function as an independent contractor for the purposes of this Grant and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Grant, the Subrecipient shall be free from control or direction over the details of the performance of services under this Grant. The Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by the Subrecipient in fulfilling the terms of this Grant and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Grant. Nothing in this Grant shall be interpreted as authorizing the Subrecipient or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The Subrecipient agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure

to the benefit of the Subrecipient or the Subrecipient's agents or employees as a result of this Grant.

- P. Notices.** All notices arising out of, or from, the provisions of this Grant shall be in writing either by regular mail or delivery in person at the addresses provided under this Grant.
- Q. Notice of Sale or Transfer.** The Subrecipient shall provide the Agency with notice of any sale, transfer, merger, or consolidation of the assets of the Subrecipient. Such notice shall be provided in accordance with the notices provision of this Grant and, when possible and lawful, in advance of the transaction. If the Agency determines that the sale, transfer, merger, or consolidation is not consistent with the continued satisfactory performance of the Subrecipient's obligations under this Grant, then the Agency may, at its discretion, terminate or renegotiate the Grant.
- R. Ownership and Destruction of Documents and Information.** Agency owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Grant. Upon termination of services, for any reason, Subrecipient agrees to return all such original and derivative information and documents to the Agency in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon Agency's verified receipt of such information, Subrecipient agrees to physically and electronically destroy any residual Agency-owned data, regardless of format, and any other storage media or areas containing such information. Subrecipient agrees to provide written notice to Agency confirming the destruction of any such residual Agency-owned data.
- S. Patent or Copyright Protection.** The Subrecipient 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 Subrecipient or its Subrecipients will violate any such restriction. The Subrecipient shall defend and indemnify the Agency for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.
- T. Prior Approval.** This Grant shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Grant has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).
- U. Severability.** Should any portion of this Grant be judicially determined to be illegal or unenforceable, the remainder of the Grant shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

- V. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Grant and the Subrecipient expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Grant shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- W. Taxes.** The Subrecipient shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- X. Termination of Grant.** This Grant may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Grant may be terminated by the Agency immediately for cause if the Subrecipient fails to perform in accordance with the terms of this Grant.
- Y. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Grant shall not be construed so as to create such status. The rights, duties, and obligations contained in this Grant shall operate only between the parties to this Grant and shall inure solely to the benefit of the parties to this Grant. The provisions of this Grant are intended only to assist the parties in determining and performing their obligations under this Grant.
- Z. Time is of the Essence.** Time is of the essence in all provisions of this Grant.
- AA. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Grant.
- BB. Waiver.** The waiver of any breach of any term or condition in this Grant shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- CC. Counterparts.** This Grant may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Grant. Delivery by the Subrecipient of an originally signed counterpart of this Grant by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

10. **Signatures.** The parties to this Grant, either personally or through their duly authorized representatives, have executed this Grant on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Grant.

The Effective Date of this Grant is the date of the signature last affixed to this page.

AGENCY:

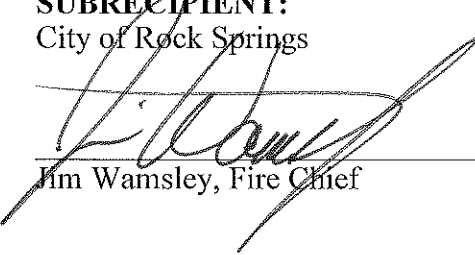
Wyoming Office of Homeland Security

Guy Cameron, Director

Date

SUBRECIPIENT:

City of Rock Springs



Jim Wamsley, Fire Chief

10-9-18

Date

Carl Demshar, Mayor

Date

Attested by:  City Clerk

Date

CITY ATTORNEY: APPROVAL AS TO FORM

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

 #187423

Tyler M. Renner, Assistant Attorney General

10/2/18

Date

Attachment A: Project Description

RERT #4 - City of Rock Springs Fire Department

Project ID: 18-SHSP-RR4-RR-HRT18

IJ: Regional Emergency Response Teams

The following submitted project(s) have been approved for the Federal Fiscal Year 2018 U.S. Department of Homeland Security State Homeland Security Program Grant. Only expenditures within the scope of the below projects will be reimbursed by the Wyoming Office of Homeland Security. Any changes to the scope of work must be approved through the Wyoming Office of Homeland Security prior to implementation.

IJ ID	Description	Amount
1.6 O	Aristitek: To be purchased through the Wyoming Office of Homeland Security	\$61,797.50
1.5 E	Allowable Equipment which may include: APR canisters, chlorine kit updates, draeger and tubes, kestrel weather gauge, mass casualty kits, SPF plugs, thermometers, walkers for decontamination line; Allowable Training Equipment which may include: chlorine "B" kit prop, fog machine, glo-germ; and Trailer Storage	\$13,811.53
1.4 T	Training & Exercise: Approved expenses associated with Roco Rope Rescue Technician Course and Confined Space; trainings provided to partners, funding for NHSFR exercise or other approved training	\$44,579
Total:		\$120,188.03

For questions regarding individual project allowability, the scope of an approved project, or the 2018 SHSP grant, please contact:

SHSP Grant Manager
Wyoming Office of Homeland Security
307-777-5768

Security Unit Chief
Wyoming Office of Homeland Security
307-777-4917

WOHS
Original Document

SM
10-11-18

RESOLUTION NO. 2018- 161

A RESOLUTION ACCEPTING AND APPROVING A GRANT AWARD FOR THE U.S. DEPARTMENT OF HOMELAND SECURITY, FEDERAL EMERGENCY MANAGEMENT AGENCY, GRANT PROGRAMS DIRECTORATE, STATE HOMELAND SECURITY PROGRAM GRANT FISCAL YEAR 2018, AND AUTHORIZING CARL R. DEMSHAR, JR., AS MAYOR OF THE CITY OF ROCK SPRINGS, WYOMING, AND MATTHEW L. MCBURNETT, AS CITY CLERK OF THE CITY OF ROCK SPRINGS, TO EXECUTE SAID GRANT AWARD ON BEHALF OF SAID CITY.

WHEREAS, the City of Rock Springs (Regional Emergency Response Team #4) has received funding under the U.S. Department of Homeland Security, Federal Emergency Management Agency, Grant Programs Directorate, State Homeland Security Program Grant Fiscal Year 2018, in the amount of \$10,000.00, which plays an important role in the implementation of the National Preparedness System by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation; and,

WHEREAS, a Grant Award must be executed with the U.S. Department of Homeland Security to obtain said grant funds.

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

Section 1. That the City of Rock Springs (Regional Emergency Response Team #4) hereby accepts and approves the U.S. Department of Homeland Security, Federal Emergency Management Agency, Grant Programs Directorate, State Homeland Security Program Grant for the period of October 15, 2018, through June 30, 2020, in the amount of \$10,000.00.

Section 2. That the Mayor of the City of Rock Springs, be and he is hereby authorized, empowered and directed to execute said Grant Award, 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 attest to said agreement and to attach to each duplicate original of said document a certified copy of this resolution.

PASSED AND APPROVED this _____ day of _____, 2018.

President of the Council

Attest:

Mayor

City Clerk

**GRANT BETWEEN
WYOMING OFFICE OF HOMELAND SECURITY
AND
CITY OF ROCK SPRINGS**

Grant Award for U.S. Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA), Grant Programs Directorate, State Homeland Security Program (SHSP) Grant Fiscal Year 2018

Subrecipient:	City of Rock Springs
DUNS #	044652899
Award Amount:	\$10,000.00
Period of Performance:	October 15, 2018 through June 30, 2020
CFDA #:	97.067
DHS Grant Code:	EMW-2018-SS-00065
Project ID:	18-SHSP-RR4-RR-HEM18

1. **Parties.** The parties to this Grant are Wyoming Office of Homeland Security (Agency), whose address is: 5500 Bishop Blvd., Cheyenne, WY 82002 and City of Rock Springs (Subrecipient), whose address is: 600 College Drive, Rock Springs, WY 82901.
2. **Purpose of Grant.** The purpose of this Grant is to set forth the terms and conditions by which the Subrecipient shall support the investment of **Emergency Communications** to improve the ability of **RERT #4 - City of Rock Springs Fire Department** to prevent a threatened or an actual act of terrorism; protect citizens, residents, visitors, and assets against the greatest threats that pose the greatest risk to the security of the United States; mitigate the loss of life and property by lessening the impact of future catastrophic events; respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident; and/or recover through a focus on the timely restoration, strengthening, accessibility and revitalization of infrastructure, housing, and a sustainable economy, as well as the health, social, cultural, historic, and environmental fabric of communities affected by a catastrophic incident. The funds used under this Grant will help prevent terrorism and prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States, therefore, funded investments must have a terrorism-nexus.
3. **Funding Authority:** The funds Homeland Security will distribute to Subrecipient are drawn from grant funds distributed to the State of Wyoming by the Fiscal Year 2018 Homeland Security Grant Program, State Homeland Security Program. The program is authorized by the *Homeland Security Act of 2002* (Public Law 107-296), as amended by section 101 of the Implementing Recommendations of the 9/11 Commission Act of 2007 (Public Law 110-53).
4. **Term of Grant.** This Grant is effective when all parties have executed it (Effective Date). The period of performance of the Grant is from October 15, 2018 through June 30, 2020. All services shall be completed during this term.

This Grant may be extended by agreement of both parties in writing and subject to the required approvals. There is no right or expectation of extension and any extension will be determined at the discretion of the Agency.

5. Payment.

- A.** The Agency agrees to pay the Subrecipient for the services described in Attachment A, which is attached to and incorporated into this Grant by this reference. Total payment under this Grant shall not exceed ten thousand dollars and zero cents (\$10,000.00). Payment shall be made when services are completed, and made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Subrecipient shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Grant. Subrecipient shall submit all invoices within forty-five (45) days of the end of the grant award performance period.
- B.** No payment shall be made for work performed before the Effective Date of this Grant. Should the Subrecipient fail to perform in a manner consistent with the terms and conditions set forth in this Grant, payment under this Grant may be withheld until such time as the Subrecipient performs its duties and responsibilities to the satisfaction of Agency.
- C. Travel.** The payment of travel expenses related to the performance of this Grant shall be allowed with prior approval from Agency and as set forth below. Subrecipient is expected to procure the most cost efficient travel arrangements.

 - (i) Air Travel.** The Agency agrees to reimburse the Subrecipient's approved air travel expenses related to the performance of this Grant. Air travel shall be reimbursed based on actual costs, supported by a copy of the original receipt with the invoice. Subrecipient must select the lowest airfare (fares available in the market at the time of booking, preferably well in advance of trip to attain the lowest possible airfare). Subrecipients shall book economy class fares for all domestic travel. First class bookings are not reimbursable.
 - (ii) Personal Vehicle.** The Agency agrees to reimburse the Subrecipient's approved use of personal vehicle. Mileage shall be reimbursed at the current State rate per mile based on standard map mileage. Fuel will not be reimbursed.
 - (iii) Car Rental.** The Agency agrees to reimburse the Subrecipient's approved car rental expenses related to the performance of this Grant. Car rental expenses shall be reimbursed at actual costs, supported by a copy of the original receipt with the invoice. Subrecipient must select the lowest rental rates for an appropriate vehicle

- D. Lodging.** The Agency agrees to reimburse Subrecipient's approved lodging expenses related to the performance of this Grant. Lodging expenses shall be reimbursed at actual costs, supported by a copy of the original receipt with the invoice. The Subrecipient shall only invoice the Agency for the basic room rate, taxes, and lodging fees. The Agency is not responsible for incidental or miscellaneous expenses charged to the room. Incidental and miscellaneous expenses for which the Agency shall not be responsible include charges such as alcohol, internet, telephone charges, mini-bar, and movies.
- E. Meals.** The Agency agrees to reimburse Subrecipient's approved meal expenses related to the performance of this Grant. Unless otherwise agreed upon, the Subrecipient shall be reimbursed for meals in accordance with the current U.S. General Services Administration rate per day. This reimbursement amount includes all meal, beverage, and refreshment expenses incurred during the day. Requests for reimbursement shall state the amount allowable for meals and list the actual number of travel days on the invoice.

6. Responsibilities of Subrecipient.

- A.** Subrecipient agrees to be familiar and comply with the Fiscal Year 2018 Homeland Security Grant Program (HSGP) Program Notice of Funding Opportunity (NOFO) which can be found at https://www.fema.gov/media-library-data/1526578809767-7f08f471f36d22b2c0d8afb848048c96/FY_2018_HSGP_NOFO_FINAL_508.pdf.
- B. Environmental and Historic Preservation (EHP).** Subrecipient with projects that have potential to impact the environment, including but not limited to the construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in DHS/FEMA/EHP review process prior to work being started. Failure of Subrecipient to meet federal, state, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Additionally, all subrecipients are required to comply with DHS/FEMA EHP Policy Guidance, FEMA Policy #108-023-1. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, Subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.
- C. THIRA/SPR.** Subrecipient agrees to complete/actively participate in a whole community Threat and Hazard Risk Assessment or Stakeholder Preparedness Report (THIRA/SPR) update or both annually by the Fall deadline of each year during the entire period of this Grant.

- D. NIMS.** Subrecipients are required to maintain adoption and implementation of the National Incident Management System (NIMS). Subrecipients must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking, and recovery of resources. Subrecipients shall update or modify their operational plans, and training and exercise activities, as necessary, to achieve conformance with the National Response Framework and NIMS implementation guidelines.
- E. Point of Contact.** Subrecipient must keep the Agency up-to-date as to the name of the person acting as the primary contact person for this Grant using the Point of Contact Information Form provided by the Agency, including any change of contact person, address, email, or telephone information. Subrecipient's primary contact shall cooperate with any assessments, national evaluation efforts, or information or data collect requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this Grant.
- F. Procurement.** Subrecipient must use their own documented procurement procedures that reflect applicable state, local, territorial, and tribal laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. Part 200. All procurement activity must be conducted in accordance with Federal Procurement Standards 2 C.F.R. Part 200.317-200.326.
- G. Equipment.**
- (i) Subrecipient may not use this Grant funding to purchase equipment not specifically authorized in the Authorized Equipment List (AEL) unless the proposed acquisition is reviewed by the Agency and approved by the U.S. Department of Homeland Security in writing prior to purchase.
 - (ii) Subrecipient shall ensure all equipment purchased with these Grant funds is maintained and available for response to terrorist incidents. Subrecipient agrees that, when practicable, any equipment or supplies purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security and administered by the Wyoming Office of Homeland Security."
 - (iii) Subrecipient shall maintain property records for all equipment purchased with HSGP funds in accordance with 2 CFR 200.313(1) to include: a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds the title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price

of the property. Subrecipient shall provide Agency with updated property records during the close-out of the Grant.

- (iv) Investments in emergency communications systems and equipment must meet applicable SAFECOM Guidance.

H. Training and Exercise. Training conducted using HSGP funds should address a performance gap identified through a Training Exercise Plan, THIRA/SPR process, or other assessment and contribute to building a capability that will be evaluated through a formal exercise. Exercises conducted with this Grant should be managed and conducted consistent with Homeland Security Exercise and Evaluation Program (HSEEP).

I. Closeout.

- (i) Subrecipient will submit a final project and financial report to the Agency within forty-five (45) days of the end of the Grant. The final report must include project description detailing accomplishments, qualitative summary of the impact of those accomplishments, financial summary, as well as other documents required by program guidance or terms and conditions of the award, to include updated property records. Failure to provide a final report may jeopardize future funding.
- (ii) Subrecipient must maintain and retain the following: backup documentation such as bids and quotes, cost/price analyses on file for review, other documents required by Federal regulations applicable at the time of Grant. Subrecipients should keep detailed records of all transactions involving the Grant to included but not limited to: specifications, solicitations, competitive quotes or proposals, basis for selection decisions, purchase orders, contracts, invoices, cancelled checks. Failure to fully document all purchases may find their expenditures questioned and subsequently disallowed. Records must be maintained for three years after the close of the federal award.

7. Responsibilities of Agency. The Agency agrees to:

- A. Pay Subrecipient in accordance with Section 4 above.
- B. Be available to provide necessary and feasible technical advice requested by Subrecipient.
- C. Notify Subrecipient of any state of federal determination of noncompliance. The Agency will provide Subrecipient written notice of intent to impose immediate measures and will make reasonable efforts to resolve the problem informally.
- D. Notify Subrecipient of the earliest possible time of the services, which may be affected by a shortage of funds.

- E. Notify Subrecipient of information and updates received from FEMA or other federal agencies, which may affect or otherwise restrict the availability of funds awarded to Subrecipient herein.

8. **Special Provisions.**

- A. **Assumption of Risk.** The Subrecipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Subrecipient's failure to comply with state or federal requirements. The Agency shall notify the Subrecipient of any state or federal determination of noncompliance.
- B. **Environmental Policy Acts.** Subrecipient agrees all activities under this Grant will 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.
- C. **Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Grant may be terminated without penalty if a private entity that receives funds under this Grant:
- (i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (ii) Procures a commercial sex act during the period of time that the award is in effect; or
 - (iii) Uses forced labor in the performance of the award or subawards under the award.
- D. **Kickbacks.** Subrecipient certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Grant, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Grant. If Subrecipient breaches or violates this warranty, Agency may, at its discretion, terminate this Grant without liability to Agency, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- E. **Limitations on Lobbying Activities.** By signing this Grant, Subrecipient certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Subrecipient or its subrecipients in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, Grant, cooperative agreement, or loan.
- F. **Monitoring Activities.** Agency shall have the right to monitor all activities

related to this Grant that are performed by Subrecipient or its subrecipients. 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 Grant; and to observe personnel in every phase of performance of Grant related work.

- G. Nondiscrimination.** The Subrecipient shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Grant.
- H. No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Grant, shall be paid by either party.
- I. Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Subrecipient and related to the services and work to be performed under this Grant, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval of Agency.
- J. Suspension and Debarment.** By signing this Grant, Subrecipient certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Grant suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Subrecipient agrees to notify Agency by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Grant.
- K. Administration of Federal Funds.** Subrecipient agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 C.F.R. Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by Agency.
- L. Copyright License and Patent Rights.** Subrecipient acknowledges that federal grantor, the State of Wyoming, and Agency reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the

copyright in any work developed under this Grant; and (2) any rights of copyright to which Subrecipient purchases ownership using funds awarded under this Grant. Subrecipient must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this Grant.

- M. Federal Audit Requirements.** Subrecipient agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Subrecipient agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 C.F.R. Part 200, Subpart F. Subrecipient shall provide one (1) copy of the audit report to Agency and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Agency's records. Subrecipients agrees that if it expends less than seven hundred fifty thousand dollars (\$750,000.00) in federal funds during its fiscal year, it must send the Agency a letter stating they do not meet the threshold to undergo an organization-wide financial and compliance single audit.
- N. Non-Supplanting Certification.** Subrecipient hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Grant.
- O. Program Income.** Subrecipient shall not deposit grant funds in an interest bearing account without prior approval of Agency. Any income attributable to the grant funds distributed under this Grant must be used to increase the scope of the program or returned to Agency.

9. General Provisions.

- A. Amendments.** Any changes, modifications, revisions, or amendments to this Grant which are mutually agreed upon by the parties to this Grant shall be incorporated by written instrument, executed by all parties to this Grant.
- B. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Grant shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Grant as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Grant and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment Prohibited and Grant Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Grant without the prior written consent of the other party. The Subrecipient shall not use this Grant, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.

- D. Audit and Access to Records.** The Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Grant. The Subrecipient shall immediately, upon receiving written instruction from the Agency, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Grant. The Subrecipient shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Agency.
- E. Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Grant, the Grant may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Subrecipient at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- F. Award of Related Grants.** The Agency may award supplemental or successor grants for work related to this Grant or may award grants to other subrecipients for work related to this Grant. The Subrecipient shall cooperate fully with other subrecipients and the Agency in all such cases.
- G. Certificate of Good Standing.** The Subrecipient shall provide to the Agency a Certificate of Good Standing from the Wyoming Secretary of State, or other proof that Subrecipient is authorized to conduct business in the State of Wyoming, if required, before performing work under this Grant. Subrecipient shall ensure that annual filings and corporate taxes due and owing to the Secretary of State's office are up-to-date before signing this Grant.
- H. Compliance with Laws.** The Subrecipient shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Grant.
- I. Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Grant shall be kept confidential by the Subrecipient unless written permission is granted by the Agency for its release. If and when Subrecipient receives a request for information subject to this Grant, Subrecipient shall notify Agency within ten (10 days) of such request and shall not release information to a third party unless directed to do so by Agency.

- J. Entirety of Grant.** This Grant, consisting of thirteen (13) pages; and Attachment A, Project Description, consisting of one (1) page, represent the entire and integrated Grant between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Grant and the language of any attachment or document incorporated by reference, the language of this Grant shall control.
- K. Ethics.** Subrecipient shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Subrecipient's profession.
- L. Extensions.** Nothing in this Grant shall be interpreted or deemed to create an expectation that this Grant will be extended beyond the term described herein. Any extension of this Grant shall be initiated by the Agency and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Grant or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Grant.
- M. Force Majeure.** Neither party shall be liable for failure to perform under this Grant if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- N. Indemnification.** Each party to this Grant shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- O. Independent Contractor.** The Subrecipient shall function as an independent contractor for the purposes of this Grant and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Grant, the Subrecipient shall be free from control or direction over the details of the performance of services under this Grant. The Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by the Subrecipient in fulfilling the terms of this Grant and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Grant. Nothing in this Grant shall be interpreted as authorizing the Subrecipient or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The Subrecipient agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure

to the benefit of the Subrecipient or the Subrecipient's agents or employees as a result of this Grant.

- P. Notices.** All notices arising out of, or from, the provisions of this Grant shall be in writing either by regular mail or delivery in person at the addresses provided under this Grant.
- Q. Notice of Sale or Transfer.** The Subrecipient shall provide the Agency with notice of any sale, transfer, merger, or consolidation of the assets of the Subrecipient. Such notice shall be provided in accordance with the notices provision of this Grant and, when possible and lawful, in advance of the transaction. If the Agency determines that the sale, transfer, merger, or consolidation is not consistent with the continued satisfactory performance of the Subrecipient's obligations under this Grant, then the Agency may, at its discretion, terminate or renegotiate the Grant.
- R. Ownership and Destruction of Documents and Information.** Agency owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Grant. Upon termination of services, for any reason, Subrecipient agrees to return all such original and derivative information and documents to the Agency in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon Agency's verified receipt of such information, Subrecipient agrees to physically and electronically destroy any residual Agency-owned data, regardless of format, and any other storage media or areas containing such information. Subrecipient agrees to provide written notice to Agency confirming the destruction of any such residual Agency-owned data.
- S. Patent or Copyright Protection.** The Subrecipient 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 Subrecipient or its Subrecipients will violate any such restriction. The Subrecipient shall defend and indemnify the Agency for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.
- T. Prior Approval.** This Grant shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Grant has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).
- U. Severability.** Should any portion of this Grant be judicially determined to be illegal or unenforceable, the remainder of the Grant shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

- V. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Grant and the Subrecipient expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Grant shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- W. Taxes.** The Subrecipient shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- X. Termination of Grant.** This Grant may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Grant may be terminated by the Agency immediately for cause if the Subrecipient fails to perform in accordance with the terms of this Grant.
- Y. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Grant shall not be construed so as to create such status. The rights, duties, and obligations contained in this Grant shall operate only between the parties to this Grant and shall inure solely to the benefit of the parties to this Grant. The provisions of this Grant are intended only to assist the parties in determining and performing their obligations under this Grant.
- Z. Time is of the Essence.** Time is of the essence in all provisions of this Grant.
- AA. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Grant.
- BB. Waiver.** The waiver of any breach of any term or condition in this Grant shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- CC. Counterparts.** This Grant may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Grant. Delivery by the Subrecipient of an originally signed counterpart of this Grant by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

10. **Signatures.** The parties to this Grant, either personally or through their duly authorized representatives, have executed this Grant on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Grant.

The Effective Date of this Grant is the date of the signature last affixed to this page.

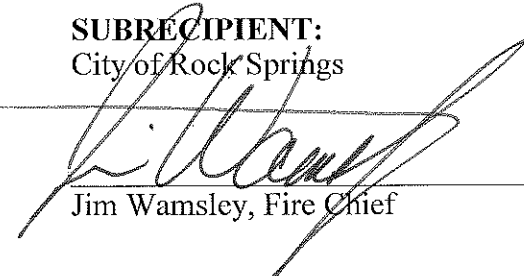
AGENCY:

Wyoming Office of Homeland Security

Guy Cameron, Director

Date

SUBRECIPIENT:
City of Rock Springs



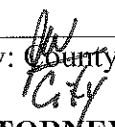
Jim Wamsley, Fire Chief

10-9-18

Date

Carl Demshar, Mayor

Date


Attested by:  County Clerk

Date

CITY ATTORNEY: APPROVAL AS TO FORM

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

 #187422

Tyler M. Renner, Assistant Attorney General

10/2/18

Date

Attachment A: Project Description

RERT #4 - City of Rock Springs Fire Department

Project ID: 18-SHSP-RR4-RR-HEM18

IJ: Emergency Communications

The following submitted project(s) have been approved for the Federal Fiscal Year 2018 U.S. Department of Homeland Security State Homeland Security Program Grant. Only expenditures within the scope of the below projects will be reimbursed by the Wyoming Office of Homeland Security. Any changes to the scope of work must be approved through the Wyoming Office of Homeland Security prior to implementation.

IJ ID	Description	Amount
9.23	For the purchase of WyoLink mobile and portable radios and allowable accessories	\$10,000

For questions regarding individual project allowability, the scope of an approved project, or the 2018 SHSP grant, please contact:

SHSP Grant Manager
Wyoming Office of Homeland Security
307-777-5768

Security Unit Chief
Wyoming Office of Homeland Security
307-777-4917

WOHS
Original Document

SM
10/11/18

RESOLUTION NO. 2018- 102

A RESOLUTION ACCEPTING GRANT FUNDS FROM THE U.S. BUREAU OF JUSTICE ASSISTANCE PROGRAM FOR THE FY 2018 BULLETPROOF VEST PARTNERSHIP.

WHEREAS, the City of Rock Springs has applied and received funding from the U.S. Bureau of Justice Assistance Grant Program for FY 2018 in the amount of \$10,756.95, for the purpose of purchasing Bulletproof Vests for the Rock Springs Police Department.

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

Section 1. That the City of Rock Springs hereby accepts the grant funds from the U.S. Bureau of Justice Assistance Program for FY 2018 in the amount of \$10,756.95, for the purpose of purchasing Bulletproof Vests for the Rock Springs Police Department.

PASSED AND APPROVED this _____ day of _____, 2018.

President of the Council

Mayor

Attest:

City Clerk

10/19/18

RESOLUTION NO. 2018-103

A RESOLUTION ACCEPTING AND APPROVING A LEASE AGREEMENT WITH THE FOOD BANK OF SWEETWATER COUNTY FOR THE PURPOSE OF OPERATING A FOOD DISTRIBUTION PROGRAM.

WHEREAS, the Food Bank of Sweetwater County, a nonprofit organization, has formed the Food Bank for the purpose of storing and dispensing food to the indigent or needy citizens of Rock Springs; and

WHEREAS, the Food Bank of Sweetwater County wishes to enter into a lease agreement with the City of Rock Springs for use of the building located at 90 Center Street for the purpose of storing and dispensing food; and

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

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

Section 1. That the Lease Agreement with the Food Bank of Sweetwater County, attached hereto and by this reference made a part hereof, be, and it is hereby, accepted and approved on behalf of the City of Rock Springs.

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

PASSED AND APPROVED this _____ day of _____, 2018.

President of the Council

Attest:

Mayor

City Clerk

LEASE AGREEMENT

WHEREAS, the City of Rock Springs, Wyoming, and the Food Bank of Sweetwater County, a nonprofit organization, desire to enter into a lease agreement whereby the Food Bank of Sweetwater County would lease from the City of Rock Springs a building located at 90 Center Street for the purpose of storing and dispensing food to the needy citizens of Rock Springs.

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

This lease agreement made and entered into this _____ day of October, 2018, by and between the City of Rock Springs, Wyoming, a municipal corporation in the State of Wyoming (hereinafter referred to as "City") and the Food Bank of Sweetwater County, a nonprofit organization (hereinafter referred to as "Food Bank of Sweetwater County"), witnesseth:

1. DEMISE. The Lessor, City, for and in consideration of the covenants and agreements herein after contained, does hereby lease to the Lessee, Food Bank of Sweetwater County, that certain building located at 90 Center Street which shall be designated for the use of the Food Bank.

TO HAVE AND TO HOLD the above described premises and property unto Lessee from the _____ day of November, 2018, for, during and until the _____ day of November, 2023.

The above described lease premises are to be used and occupied by the Lessee, Food Bank of Sweetwater County, as a place to store and dispense food to residents of Sweetwater County who are either unemployed or from low and moderate income houses. Lessee may permit other purposes or uses as agreed by the City.

2. CONSIDERATION. The Lessee, Food Bank of Sweetwater County, in consideration of the lease herein contained shall pay to the Lessor, City, as rent for the same, the sum of Ten Dollars (\$10.00) per year. Said sum shall be due and payable upon the execution of this lease agreement.

3. RESTRICTIONS. The Lessee, Food Bank of Sweetwater County, shall not assign this lease, nor sublet the premises nor any part thereof, and shall not use or permit the same or any part thereof to be used for any other purposes than as above stipulated, without the prior approval of Lessor, City. No alterations therein or additions thereto shall be made without the written consent of the Lessor, City, and all additions, fixtures, or improvements which may be made by Lessee shall become the property of the Lessor and remain upon the premises as part thereof, and be surrendered with the premises at the termination of this lease with the exception of the items to be submitted on a list which shall be referred to as Exhibit A, and attached hereto, and which list may be changed from time to time during the term of this lease. In the event that repairs or alterations to the premises must be made to comply with the applicable uniform codes, the Lessor agrees to pay for alteration to the level of compliance to said codes.

4. RISKS. The Lessee, Food Bank of Sweetwater County, shall assume all risks incident to or in connection with the storage and/or dispensing of food to the needy citizens of the City of Rock Springs and shall be solely responsible for all accidents or injuries of whatever nature or kind to persons or property caused by its operations, and shall indemnify, defend and save harmless the City, its authorized agents and representatives, from any penalties for violation of any law, ordinance or regulation affecting its operations, and from any and all claims, suits, losses, damages or injuries to persons or property of whatever kind or nature arising directly or

indirectly out of its operation, or resulting from the carelessness, negligence, or improper conduct of the Lessee or any of its agents or employees, patrons, customers, or invitees.

5. INDEMNITY INSURANCE. The Lessee, Food Bank of Sweetwater County, at its expense shall keep in force during the term of this lease, insurance, issued by a responsible insurance company of companies and in form acceptable to the Lessor, City, for protection of the City and the Food Bank of Sweetwater County against all liabilities, judgments, costs, damages and expenses which may accrue against, be charged to or be recovered from either the Food Bank of Sweetwater County or City, by reason of damage to the property of, injury or death of any person or persons on account of any matter or thing which may occur on the demised premises.

6. FIRE INSURANCE. Each party hereto shall keep its interest in the demised premises, the building in which the demised premises are located and its property located within or about the demised premises, insured at its own expense against fire, extended coverage and such other risks as it may choose by policies issued by responsible insurance companies and in form acceptable to the City.

7. INSURANCE POLICIES. The original of all insurance policies required to be carried by the Lessee, Food Bank of Sweetwater County, pursuant to this agreement shall be submitted to the Lessor, City, on request at all reasonable hours for its inspection and certificates of such insurance shall be delivered to the city clerk from time to time as such policies are written, and all such certificates shall contain a provision that the respective insurers will not cancel such insurance coverage required under this lease without first giving twenty (20) days prior written notice to the City. At all times the Food Bank of Sweetwater County is operating any of its operations hereunder it shall maintain in full force and effect, valid insurance policies of the kind

and in the amount and with the type of companies required by this lease. All insurance policies required to be furnished by the Food Bank of Sweetwater County hereunder may be blanket policies covering the demised premises and other properties and premises owned or operated by the Lessee.

8. TAXES, LICENSES AND OTHER CHARGES. The Lessee, Food Bank of Sweetwater County, shall pay promptly all taxes and excise license fees of whatever nature, applicable to its operation and take out and keep current all licenses, municipal, state or federal, required for the conduct of the enterprise, and further shall not permit any of said taxes, excise or license fees to become delinquent. Lessee shall pay and discharge all taxes, assessments, penalties, charges, rates or liens of any nature whatsoever if any there may (during the term here of or any renewal) be levied, assessed, charged imposed or claimed on or against the demised premises or any improvements or fixtures thereon or appurtenances thereto, and any part thereof, or against the Lessor by reason of ownership of the land, by whatever authority levied, assessed, charged, imposed, or claimed.

9. UTILITIES. The Lessor, City, shall provide for all utility services required on the demised premises, including gas, electricity, water and sewer connections and services. Any additional services will be at the expense of Lessee, Food Bank of Sweetwater County.

10. CONDITION OF THE PREMISES. The Lessee, Food Bank of Sweetwater County, agrees to keep the demised premises in good order and repair and in such safe, clean and tenable condition as is required by the Lessor, City. The Lessee, Food Bank of Sweetwater County, may provide a list of defects to Lessor, City, subject to verification by Lessor, City, within 30 days of execution of this lease agreement and Lessor, City shall have the option of making such repairs as it deems necessary and appropriate. Thereafter, Lessee, Food Bank of Sweetwater County

shall be responsible for making required repairs costing up to one thousand dollars (\$1,000.00). Any repairs having a cost in excess of one thousand dollars (\$1,000.00) shall be the responsibility of Lessor, City.

11. FORFEITURE. This lease shall be void and forfeiture hereof shall be declared by the Lessor, City, at the election and sole discretion of the Lessor, in the event of Lessee, Food Bank of Sweetwater County's, violation of any provisions of this lease to be kept and performed by Lessee. Upon declaring of forfeiture Lessor shall have right of immediate possession of the premises.

12. WAIVER. The waiver by Lessor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained.

13. RIGHT OF ENTRY. The Lessor, City, and its agents shall have the right to enter into and on the demised premises or any part thereof at all reasonable hours for the purposes of inspecting the premises. Except in emergencies, Lessor shall give Lessee at least twenty-four (24) hours advance notice before exercising its right to enter upon the demised premises.

14. TERMINATION. Either party may terminate this agreement by providing written notice to the other within thirty (30) days of the day said termination becomes effective. Upon termination of this agreement, the Lessor shall have right of immediate possession of the premises.

15. SURRENDER OF THE PREMISES. At the expiration of the lease term or when sooner terminated as provided, the Lessee, Food Bank of Sweetwater County, shall quit and surrender the premises hereby demised in as good a state and condition as they were at the commencement of this lease, reasonable use and wear and tear excepted.

16. COMPLIANCE WITH LAWS. Lessee agrees to comply with all laws, ordinances, rules and regulations which may pertain or apply to the demised premises and the use thereof whether such laws, ordinances, rules and regulations exist at the time of the execution of this lease or come into existence during the term hereof or during any renewal period.

17. SEVERABILITY. Any provision of this lease found to be in violation of any law or ordinance shall not invalidate this lease. Any unlawful provision shall be deemed separate and apart from all other provisions herein and stricken from this lease and all other remaining terms and provisions shall remain in full force and effect as though the stricken provisions had never appeared in this lease.

18. BINDING EFFECT. The provisions of this lease shall be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS HEROF, this lease has been executed by Lessor and Lessee the date first above written.

CITY OF ROCK SPRINGS

FOOD BANK OF
SWEETWATER COUNTY

By: _____
Mayor

By: _____

Attest: _____
City Clerk

Title: _____

By: _____

Title: _____



City Council Agenda

Ordinances

ORDINANCE NO. 2018- 13

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ROCK SPRINGS FROM I-2 (HEAVY INDUSTRIAL) TO R-6 (MANUFACTURED HOME RESIDENTIAL) FOR A PARCEL TOTALING 0.356 ACRES AND LOCATED AS HEREBY DESCRIBED IN SECTION 22, RESURVEY TOWNSHIP 19 NORTH, RANGE 105 WEST OF THE SIXTH PRINCIPAL MERIDIAN IN THE CITY OF ROCK SPRINGS, COUNTY OF SWEETWATER, STATE OF WYOMING.

WHEREAS, after a due and proper public hearing held before the Planning and Zoning Commission of the City of Rock Springs, Sweetwater County, Wyoming on September 12, 2018, the Commission recommended to the Governing Body approval of the request to amend the official Zoning Map of the City of Rock Springs for the following property:

A PARCEL OF LAND Situate in the NE ¼ of Section 22, Resurvey, T.19N., R. 105W. of the 6th P.M., Sweetwater County, Wyoming, also being located in a Tract of Land, (Recorded in Book 0870, Page 80), and being more particularly described as follows:
Commencing at the NE Corner of Said Section 22;
Thence S 17°34'29" W, 2,226.52 feet (Tie) to the Southwest Corner of the Rancho Bridger MHC, LLC Parcel, (Recorded in Book 1119, Page 309), also being the TRUE POINT OF BEGINNING;
Thence N 87°23'11" W, 15.02 feet;
Thence N 00°10'01" W, 1,039.49 feet running parallel and 15.00 feet west of the Westerly Property Boundary Line of said Rancho Bridger MHC, LLC Parcel;
Thence S 50°09'49" E, 19.58 feet to the Northwest Corner of said Rancho Bridger MHC, LLC Parcel;
Thence S 00°10'01" E, 1,027.63 feet along the Westerly Property Boundary Line of said Rancho Bridger MHC, LLC Parcel to the TRUE POINT OF BEGINNING.
And contains 0.356 Acres, more or less.

WHEREAS, after notice given as prescribed by law, a hearing on the Zoning Map Amendment request was held before the Governing Body of the City of Rock Springs on October 2, 2018, and;

WHEREAS, the Governing Body of the City of Rock Springs has determined to accept the Planning and Zoning Commission's recommendation and approve said Zoning Map Amendment to amend the Official Zoning Map of the City of Rock Springs from I-2 (Heavy Industrial) to R-6 (Manufactured Home Residential) for the above-described property.

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

Section 1. That the Official Zoning Map of the City of Rock Springs be, and the same is hereby amended, by rezoning the following described tract from I-2 (Heavy Industrial) to R-6 (Manufactured Home Residential):

A PARCEL OF LAND Situate in the NE ¼ of Section 22, Resurvey, T.19N., R. 105W. of the 6th P.M., Sweetwater County, Wyoming, also being located in a Tract of Land, (Recorded in Book 0870, Page 80), and being more particularly described as follows: Commencing at the NE Corner of Said Section 22;
Thence S 17°34'29" W, 2,226.52 feet (Tie) to the Southwest Corner of the Rancho Bridger MHC, LLC Parcel, (Recorded in Book 1119, Page 309), also being the TRUE POINT OF BEGINNING;
Thence N 87°23'11" W, 15.02 feet;
Thence N 00°10'01" W, 1,039.49 feet running parallel and 15.00 feet west of the Westerly Property Boundary Line of said Rancho Bridger MHC, LLC Parcel;
Thence S 50°09'49" E, 19.58 feet to the Northwest Corner of said Rancho Bridger MHC, LLC Parcel;
Thence S 00°10'01" E, 1,027.63 feet along the Westerly Property Boundary Line of said Rancho Bridger MHC, LLC Parcel to the TRUE POINT OF BEGINNING.
And contains 0.356 Acres, more or less.

Section 2. That the City Engineer be, and is hereby, directed to forthwith amend the Zoning Map of the City of Rock Springs accordingly.

PASSED AND APPROVED this _____ day of _____, 2018.

President of the Council

Mayor

ATTEST:

City Clerk

1st Reading: _____

2nd Reading: _____

3rd Reading: _____



Planning & Zoning Commission Staff Report

Project Name: Marko Vukovich Rezone from I-2 to R-6
Project Number: PZ-18-00143
Report Date: August 30, 2018
Meeting Date: September 12, 2018

Applicant / Property Owner

Marko Vukovich
 Rancho Bridger MHC, LLC
 2 West Dry Creek Circle, Ste 200
 Littleton, CO 80120

Project Location

5020 Springs Drive

Current Zoning

I-2 (Heavy Industrial)

Proposed Zoning

R-6 (Manufactured Home Residential)

Public Notification

- Public Hearing Notice published in the Rocket Miner on August 25, 2018
- Property owner notice (200' radius) mailed 8-16-18

Ordinance References

§13-811, §13-801

Staff Representative

Steve Horton, AICP
 City Planner

Attachments

- Rezone Application
- Public Hearing Notice
- Property Owner Notification Letter and Mailing List\
- Utility Review Comments
- Property Map

1. Petition

Petition for Rezone from I-2 (Heavy Industrial) to R-6 (Manufacture Home Residential) for property adjacent to Rancho Bridger Mobile Home Park

2. Background Information

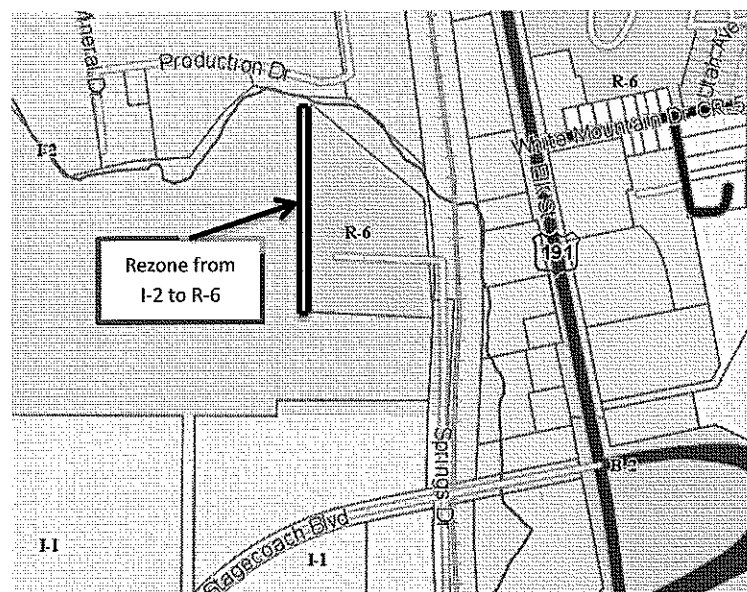
On May 31, 2018 a Lot Line Adjustment filed by Lance Neeff was approved which conveyed to Rancho-Bridger MHP a narrow rectangular parcel adjacent to the west side. The parcel that was conveyed was zoned I-2. This parcel is now combined with the Mobile Home Park and a Zone Change to R-6 is necessary.

3. Existing Zoning I-2

Generally, this is the least restrictive Zoning District, Permitted Uses include Principally Permitted Uses of the B-1, B-2, and I-1 Districts, including those uses of the I-2 District which includes exterior storage of goods and materials, motor freight terminals, railroad switching and classification yards, welding and fabrication.

4. Proposed Zoning R-6

Principally Permitted Uses include manufactured home and mobile homes, with modular homes and single-family detached homes permitted if within a Manufactured Home Subdivision.



5. Size and Location

A PARCEL OF LAND Situate in the NE ¼ of Section 22, Resurvey, T.19N., R. 105W. of the 6th P.M., Sweetwater County, Wyoming, also being located in a Tract of Land, (Recorded in Book 0870, Page 80), and being more particularly described as follows:

Commencing at the NE Corner of Said Section 22;

Thence S 17°34'29" W, 2,226.52 feet (Tie) to the Southwest Corner of the Rancho Bridger MHC, LLC Parcel, (Recorded in Book 1119, Page 309), also being the TRUE POINT OF BEGINNING;

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Thence S 00°10'01" E, 1,027.63 feet along the Westerly Property Boundary Line of said Rancho Bridger MHC, LLC Parcel to the TRUE POINT OF BEGINNING.

And contains 0.356 Acres, more or less.

6. Surrounding Zoning and Land Use

North – I-2 (Heavy Industrial)

South - I-2 (Heavy Industrial)

West- I-2 (Heavy Industrial)

East – B-2 (Community Business)

Please refer to the zoning map excerpt above.

7. Analysis

The 2012 Master Plan designates this property as High Density Residential Use. Applicable Zone Districts are R-4, R-5, R-6, and B-1. The Rancho Bridger Mobile Home Park is 10.29 acres in size.

8. Legal Description

A PARCEL OF LAND Situate in the NE ¼ of Section 22, Resurvey, T.19N., R. 105W. of the 6th P.M., Sweetwater County, Wyoming, also being located in a Tract of Land, (Recorded in Book 0870, Page 80), and being more particularly described as follows:

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And contains 0.356 Acres, more or less.

9. Utility Review Group Comments

Attached

10. Public Comment

At the time of this report, staff has not received any comments. Comments submitted following distribution of this report shall be submitted to the Planning and Zoning Commission at the time of the scheduled hearing.

11. Staff & Planning and Zoning Commission Recommendation

City Planner Steve Horton recommended approval for the Rezone from I-2 to R-6 as requested by Marko Vukovich. It was moved by Commissioner Schoenfeld and seconded by Commissioner West to recommend approval of the Rezone from I-2 to R-6. Motion carried unanimously.

12.



2018
CITY OF ROCK SPRINGS
ZONING MAP
AMENDMENT APPLICATION

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

City Use Only:

Date Received 8-1-2018 File Number: PZ-18-00143
Payment Information:
Amount Received: \$300.00 Received by: Steve Harten
Cash or Check Number: 2459 Receipt Number: R-2018-08-01-00296
Date Certified as Complete Application: 8-1-2018 By: Steve Harten

A. PROPERTY ADDRESS: 0 Elk Street, Rock Springs, WY 82901

(NOTE: IF THE PROPERTY DOES NOT HAVE AN EXISTING ASSIGNED ADDRESS, LEGAL DOCUMENTATION OF THE LOCATION MUST BE SUBMITTED - i.e. Property Tax ID Number, Legal Description, etc.)

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: Marko Vukovich
Company Name: Rancho Bridger MHC, LLC
Street Address: 2 West Dry Creek Circle, Suite 200
City: Littleton State: CO Zip Code: 80120
Email Address: markov@ascentia.us
Phone Number: 303-730-2000 Fax Number: 303-730-8950
(including area code) (including area code)

Attorney for Petitioner Information: Name: Stephen L. Brown
Company Name: Brown & Taylor, P.C.
Street Address: 19590 E. Mainstreet, Suite 107
City: Parker State: CO Zip Code: 80138
Email Address: steve@brownandtaylor.com
Phone Number: 303-841-2458 Fax Number: 720-367-5447
(including area code) (including area code)

Property Owner Information: Company Name: Rancho Bridger MHC, LLC
Street Address: 2 West Dry Creek Circle, Suite 200
City: Littleton State: CO Zip Code: 80120
Email Address: markov@ascentia.us
Phone Number: 303-730-2000 Fax Number: 303-730-8950
(including area code) (including area code)

Engineer / Surveyor Information: Name: Dave Fehringer

Company Name: WHS

Street Address: 189 N 1st W, STE A

City: Lander State: WY Zip Code: 82520

Email Address: dfehringer@whsmithpc.com

Phone Number: 307-335-5646 Fax Number: 307-349-0840
(including area code) (including area code)

C. PLEASE ANSWER THE FOLLOWING ON THE SPACE PROVIDED:

1. Existing Master Plan Land Use Map Designation: High Density Residential
2. Existing Zoning Map Designation: I-2
3. Requested Zoning Map Designation: R-6
4. Square footage and/or acreage of property to be rezoned: .356 acres
(if rezoning to multiple zoning districts, provide acreage of each proposed new zoning district)
5. Current Use of Land: vacant land
6. Proposed Use of Land: mobile home park
7. Reason for requested Zoning Map Amendment:
To have property be of same zoning as mobile home park property.

D. SUBMITTAL REQUIREMENTS:

NOTE: The following items are required for submitting a complete Zoning Map Amendment (Zone Change) Application and must be submitted in accordance with the submittal deadlines listed on Page 3 of this application. Applications submitted after the submittal deadlines as listed will be postponed until the following month.

An incomplete application will not be reviewed and will be returned to the petitioner.

- ☐ Filing Fee (\$300.00).
- ☐ 20 copies of an accurately drawn map of property requested for rezoning. If the full-size scaled drawing is on a size larger than 11" x 17", then in addition to the 20 full size copies, one reduced copy no larger than 11" x 17" must also be submitted. A survey may be required.
- ☐ Electronic version of Zoning Map amendment provided in PDF format either on thumb drive or emailed to: city_planner@rswy.net
- ☐ Legal description of the property provided on a typed sheet and also supplied electronically in Word format or emailed to: city_planner@rswy.net.
- ☐ Petitioner shall post the property within 10 days of the first public hearing. Sign shall state the nature of the request and time and date of the public hearing. (See Diagram 3 for suggested posting language.)

E. SAMPLE PROPERTY POSTING NOTICE

(Lettering should be sufficiently sized so as to be visible from the adjacent public street.)

NOTICE OF PROPOSED ZONING MAP AMENDMENT

Please take notice that this property owned by _____ and totaling _____ acres is proposed for Zoning Map Amendment from _____ to _____ and that a Public Hearing will be held before the City of Rock Springs Planning & Zoning Commission on _____ at 7 p.m. in the City Council Chambers to consider said action. Interested parties may obtain more information by attending the meeting or contacting: _____

F. SUBMITTAL SCHEDULE:

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
Application Deadline	12/6/2017*	1/22/2018	2/19/2018	3/19/2018	4/16/2018	5/21/2018	6/18/2018	7/16/2018	8/20/2018	9/17/2018	10/22/2018	11/19/2018
Public Hearing Ad	A Public Hearing Notice is prepared by the City of Rock Springs and published in the Rock Springs <i>Rocket Miner</i> Newspaper a minimum of fifteen (15) days prior to the Planning and Zoning Commission Public Hearing.											
Property Posted by Petitioner	12/31/2017	2/4/2018	3/4/2018	4/1/2018	4/29/2018	6/3/2018	7/1/2018	7/29/2018	9/2/2018	9/30/2018	11/4/2018	12/2/2018
Adjacent Owner Notice	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 ten (10) days prior to the Planning and Zoning Commission Public Hearing.											
P&Z Public Hearing	1/10/2018	2/14/2018	3/14/2018	4/11/2018	5/9/2018	6/13/2018	7/11/2018	8/8/2018	9/12/2018	10/10/2018	11/14/2018	12/12/2018
City Council Hearing Ad	After the Planning and Zoning Commission Public Hearing, a second Public Hearing Notice is prepared by the City of Rock Springs and published in the Rock Springs <i>Rocket Miner</i> Newspaper a minimum of fifteen (15) days prior to the City Council Public Hearing.											
**Council Public Hearing	2/6/2018	3/6/2018	4/3/2018	5/1/2018	6/5/2018	7/3/2018	8/7/2018	9/4/2018	10/2/2018	11/6/2018	12/4/2018	1/8/2019

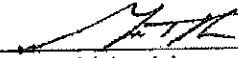
* Deadline moved due to Holiday.

**** BE ADVISED: Ordinances amending the Rock Springs Zoning Map must be read at three consecutive meetings of City Council prior to being accepted. The above-listed dates represent the anticipated first reading only. ****

G. SIGNATURE(S) REQUIRED:

I acknowledge that I have read and understand this application and the pertinent Zoning Map Amendment regulations (Section 13-902 of the Rock Springs City Ordinances). I further agree if the Zoning Map Amendment 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.

All petitioners and property owners must sign this application. Attach a separate sheet if necessary.

Signature of Applicant  Date July 3 2018
Marko Vukovich

Signature of Owner:

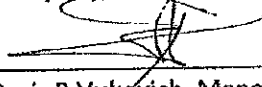
RANCHO BRIDGER MHC, LLC,
a Delaware limited liability company

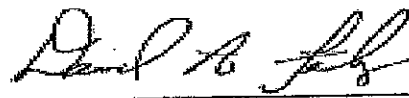
MEMBER:

TWENTY EIGHT PROPERTIES, LLC,
a Delaware limited liability company

By: **ASCENTIA REAL ESTATE HOLDING COMPANY, LLC,**
a Delaware limited liability company, its manager

By: **Ascentia Management, LLC, a Colorado limited**
liability company, its manager

By:  Date: July 3, 2018
Boris B Vukovich, Manager

Signature of Surveyor  Date 7/17/18

"EXHIBIT A"

LEGAL DESCRIPTION:

A PARCEL OF LAND Situate in the NE¼ of Section 22, Resurvey, T. 19 N., R. 105 W. of the 6th P.M., Sweetwater County, Wyoming, also being located in a Tract of Land, (Recorded in Book 0870, Page 80), and being more particularly described as follows:

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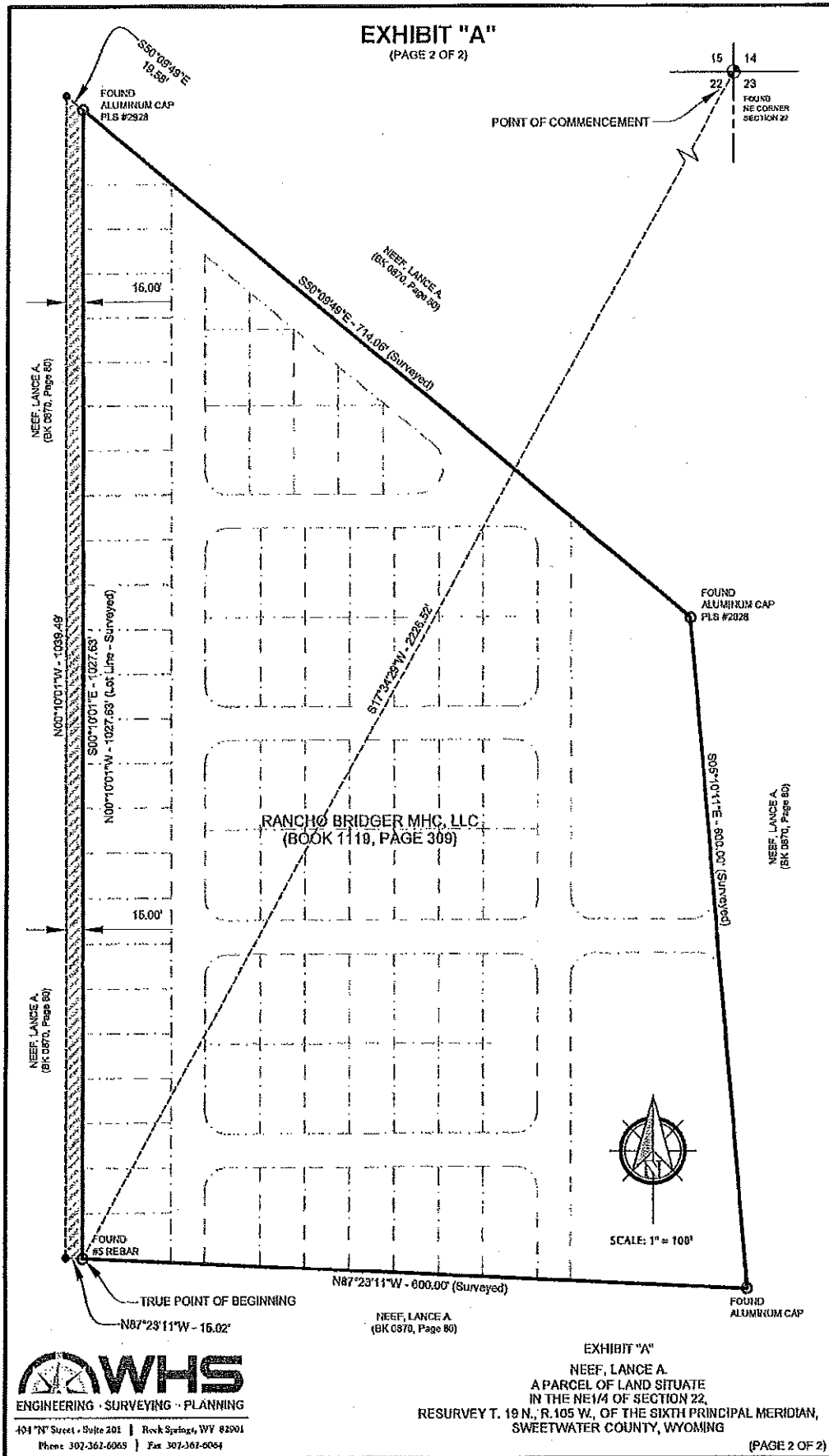
Thence S 00° 10' 01" E, 1,027.63 feet along the Westerly Property Boundary Line of said Rancho Bridger MHC, LLC Parcel to the TRUE POINT OF BEGINNING;

And contains 0.356 Acres, more or less.

See exhibit "A" (Page 2 of 2) attached hereto and made a part hereof.

EXHIBIT "A"

(PAGE 2 OF 2)





Department of Public Services

212 D Street, Rock Springs, WY 82901

Tel: 307-352-1540 Fax: 307-352-1545

www.rswy.net

August 16, 2018

Dear Property Owner or Interested Party:

This letter is to inform you that a petition has been filed with the City of Rock Springs by Marko Vukovich requesting that the Official Zoning Map of the City of Rock Springs be amended from I-2 (Heavy Industrial) to R-6 (Manufactured Home Residential) for the following property:

A PARCEL OF LAND Situate in the NE ¼ of Section 22, Resurvey, T.19N., R. 105W. of the 6th P.M., Sweetwater County, Wyoming, also being located in a Tract of Land, (Recorded in Book 0870, Page 80), and being more particularly described as follows:

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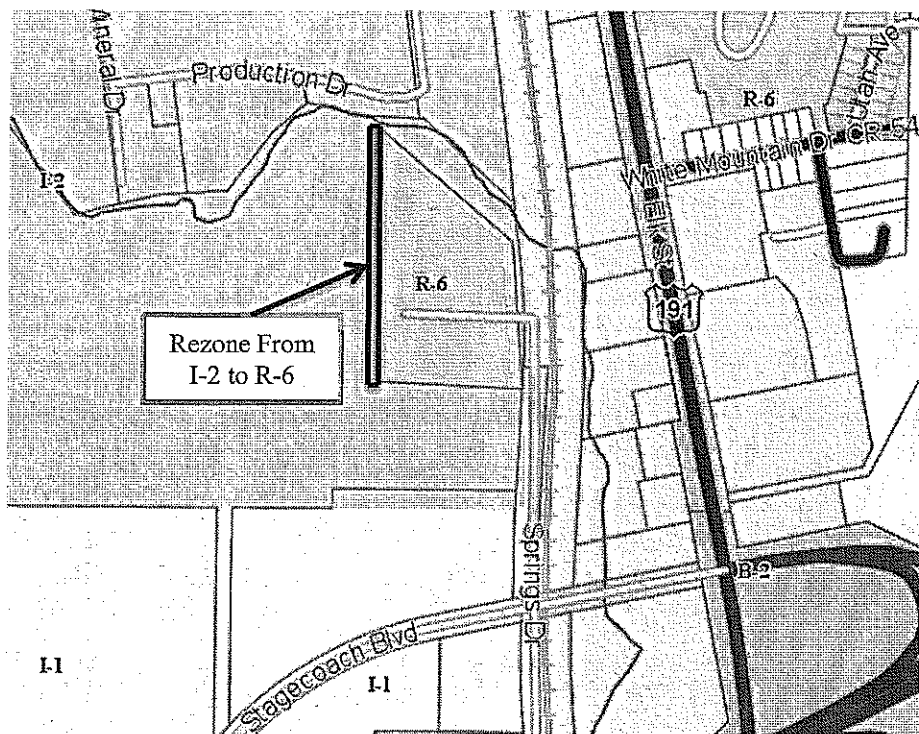
Records show that this property is adjacent to or near property you own (please refer to the attached map).

The Rock Springs Planning and Zoning Commission will consider this request at a public hearing to be held on **Wednesday, September 12, 2018 at 7:00 p.m.** in the Rock Springs City Hall Council Chambers, 212 'D' Street. Should you have any comments regarding this application, please attend the meeting or submit written comments no later than Noon on September 12, 2018. For further information, please contact the Rock Springs Planning Division at (307) 352-1540.

Sincerely,

Stephen A. Horton, AICP
City Planner

Enc.



RANCHO BRIDGER MHC LLC C/O ASCENTIA
1412 MAIN ST STE 1500
DALLAS, TX 75202-4801

CITY OF ROCK SPRINGS
212 D ST
ROCK SPRINGS, WY 82901-6235

NEEFF LANCE A
HC 67 BOX 7
LONETREE, WY 82936-9600

UNION PACIFIC RAILROAD CO
ATTN MICHAEL BATKO PROPERTY TAXES
1400 DOUGLAS STOP 1640
OMAHA, NE 68179-1001

PROVIDENCE PROPERTIES LLC
101 E 2ND ST
CASPER, WY 82602

ELK RENTALS LLC
2071 FIR DR
ROCK SPRINGS, WY 82901-4143



Department of Public Services / Planning

212 'D' Street
Rock Springs, WY 82901
Phone: 307-352-1540
Fax: 307-352-1545
Email: steve_horton@rswy.net

Proposed Development: Marko Vukovich Rezone
Utility Review Meeting: August 21, 2018

Utility Review Committee Comments:

City of Rock Springs Engineering Department (Meghan Jackson)

1. Drainage shall not affect adjacent properties.

City of Rock Springs Wastewater Department (Nick Seals)

1. Plans Approved, city sewer not affected

City of Rock Springs Fire Department (Rick Cozad)

1. Plans approved

Dominion Energy (Josh Sargent)

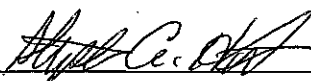
1. Approved

CColorado Interstate Gas (Stephen Bacon)

1. Approved

State of Wyoming Abandoned Mine Lands (Ryan Reed)

1. Property is undermined by abandoned mine workings at an approximate depth of 80 ft.
2. No remediation action is necessary at this time.



Stephen A. Horton, AICP, City Planner

8-21-18

Date