

## CITY COUNCIL AGENDA

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I. 7:00 PM **CALL TO ORDER: MAY 3, 2016 COUNCIL**

II. **PLEDGE OF ALLEGIANCE**

III. **APPROVAL OF AGENDA**

IV. **PROCLAMATIONS**

A. **NATIONAL POLICE WEEK PROCLAMATION**

Documents: [NATIONAL POLICE WEEK 2016.PDF](#)

V. **PRESENTATIONS**

A. **GREEN RIVER CHAMBER OF COMMERCE UPDATE**

B. **SWEETWATER COUNTY MULTI HAZARD MITIGATION PLAN**

Documents: [MITIGATION PLAN PRESENTATION 2.PDF](#)

VI. **CITIZEN REQUESTS AND OTHER COMMUNICATIONS**

Now is the appropriate time for citizens in the audience to be recognized and to speak on items both on the agenda and of general concern for them as citizens of Green River. There will be a limit of three (3) minutes for each individual and five (5) minutes for a group spokesperson. No speaker shall speak more than twice on any issue.

VII. **RESOLUTIONS**

A. **CONSIDERATION OF A RESOLUTION TO ACCEPT FUNDS FROM EXXON MOBIL THROUGH WYOMING STATE FORESTRY**

Wyoming State Forestry received funds from Exxon Mobil in the amount of \$4,000; in turn, Wyoming State Forestry is donating these funds to the City for tree planting at the east and west gateways. Approximately 28 trees will be planted with these funds. This resolution allows us to accept the donation and pay the invoice for the trees. This is a donation and no matching funds are required.

**Suggested Motion:** I move to approve the Resolution to increase the Parks Maintenance Division Budget by \$4,000 and accept the donation from Exxon Mobil through Wyoming State Forestry in the same amount.

Documents: [RESOLUTION - EXXON.PDF](#)

## VIII. CONSENT AGENDA

### A. APPROVAL OF AN AGREEMENT WITH VONAGE BUSINESS FOR VOICE SERVICES

The City utilizes Century Link as our current voice provider. Switching to Vonage will transfer the City services to Vonage through our current internet provider, the Joint Power Telecom Board. The City already utilizes a VOIP system so the protocol will not change but will allow the City to better use the JPTB bandwidth that is available. This will also allow the City to remove a T-1 line that is dedicated for voice over services, thus saving about \$500 a month. Vonage will also allow the City to have caller ID for the City Staff so calls from the City will no longer be unknown or unavailable to our citizens.

**Suggested Motion:** I move to approve the service agreement with Vonage Business for voice services for the City and authorize the Mayor to sign the agreement according to Sales Order SS019070, the governing body hereby finding the commitment of Vonage Business to provide the voice services specified for the term of years specified has been determined to constitute a significant benefit and advantage to the City and the public, in that such services are not readily available to the City in the absence of an extended term contract.

Documents: [VONAGE.PDF](#)

### B. APPROVAL OF A MAINTENANCE AGREEMENT WITH FIDELIS POWER SOLUTIONS, LLC.

This agreement is to service the battery backup module for the network systems at the Recreation Center.

**Suggested Motion:** I move to approve the agreement with Fidelis Power Solutions, LLC., for maintenance of the battery backup system at the Recreation Center, in the amount of \$1,189.00, pending legal review.

Documents: [FIDELIS POWER.PDF](#)

### C. APPROVAL OF THE 2016 TERMS OF PAYMENT AGREEMENT WITH THE LAGOON CORPORATION

Approval of the 2016 Terms of Payment Agreement with the Lagoon Corporation will allow the city to sell Lagoon All-Day passports to city employees at a discounted rate.

**Suggested Motion:** I move to approve an agreement with the Lagoon Corporation to sell discounted Lagoon passports to City employees, pending any changes from legal counsel.

Documents: [LAGOON.PDF](#)

### D. APPROVAL OF THE CITY OF GREEN RIVER FLEXIBLE BENEFITS PLAN ADOPTION AGREEMENT 2016

The 2016 Flexible Benefits Plan is a benefit option offered to full-time employees which allows them to contribute pre-tax earnings to a medical flexible spending account (MFSA) and/or a Dependent Flexible Spending Account (DFSA). The annual renewal of this Adoption Agreement governs the rules and responsibilities of the Flexible Benefits Plan and provides for yearly discrimination testing in accordance with IRS Regulations.

**Suggested Motion:** I move to approve the continuation of the City of Green River Flexible Benefits Plan administered through FlexShare Benefits and authorize the Mayor to sign the Adoption Agreement 2016.

Documents: [2016 ADOPTION AGREEMENT FBP BINDER.PDF](#)

**E. APPROVAL OF THE CITY OF GREEN RIVER HEALTH REIMBURSEMENT ARRANGEMENT PLAN ADOPTION AGREEMENT 2016**

The 2016 Health Reimbursement Arrangement (HRA) is a benefit associated with our High Deductible Health Plan (HDHP) offered to full-time City employees. The annual renewal of this Adoption Agreement governs the rules and responsibilities of the HRA plan and provides for yearly discrimination testing in accordance with IRS Regulations.

**Suggested Motion:** I move to approve the continuation of the City of Green River Health Reimbursement Arrangement (HRA) Plan administered through FlexShare Benefits and authorize the Mayor to sign the Adoption Agreement 2016.

Documents: [2016 ADOPTION AGREEMENT HRA BINDER.PDF](#)

**F. APPROVAL OF MINUTES FOR:**

**F.i. April 19, 2016 Council**

Documents: [APRIL 19, 2016 COUNCIL SIGNATURES.PDF](#)

**F.ii. April 21, 2016 Budget Workshop**

Documents: [APRIL 21, 2016 BUDGET WORKSHOP SIGNATURES.PDF](#)

**G. APPROVAL OF PAYMENT OF BILLS:**

**G.i. Prepays - \$141,158.04**

Documents: [5-3-16 PREPAID INVOICES.PDF](#)

**G.ii. Outstanding Invoices - \$286,683.86**

Documents: [5-3-16 OUTSTANDING INVOICES.PDF](#)

**G.iii. Payroll Expenditures - \$301,209.15**

Documents: [5-3-16 PAYROLL.PDF](#)

**G.iv. Pre-Authorization Payments - \$1,065,000.00**

Documents: [5-3-16 PREAUTHORIZATION.PDF](#)

**IX. CITY ADMINISTRATOR'S REPORT**

**X. CITY ATTORNEY'S REPORT**

**XI. MAYOR AND COUNCIL REPORTS**

**XII. ADJOURNMENT**



## NATIONAL POLICE WEEK PROCLAMATION

**WHEREAS**, the Congress and President of the United States have designated May 15 as Peace Officers Memorial Day, and the week in which it falls as Police Week; and

**WHEREAS**, the members of the Green River Police Department play an essential role in safeguarding the rights and freedoms of the citizens of Green River; and

**WHEREAS**, it is important that all citizens know and understand the problems, duties and responsibilities of their Police Department, and that members of our Police Department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence or disorder, and by protecting the innocent against deception and the weak against oppression or intimidation; and

**WHEREAS**, the Green River Police Department has grown to be a modern and scientific law enforcement agency which unceasingly provides a vital public service:

**NOW, THEREFORE, BE IT RESOLVED** that I, Mayor Pete Rust, call upon all citizens to observe the week of **May 15 – May 21** as **Police Week** by commemorating and thanking our police officers, past and present, who by their faithful and loyal devotion to their responsibilities have rendered a dedicated service to their communities and, in doing so, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

**I FURTHER** call upon all citizens to observe **May 15** as **Peace Officers Memorial Day** to honor those peace officers who, through their courageous deeds, have lost their lives or have become disabled in the performance of duty.

**IN WITNESS WHEREOF** I have hereunto set my hand this 3<sup>rd</sup> day of May, 2015.



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MAYOR PETE RUST



City of Green River  
City Council Meeting  
Agenda Documentation

Preparation Date: April 26, 2016	Department: Fire
Meeting Date: May 3, 2016	Department Head: Mike Liberty
	Presenter: Mike Liberty

**Subject:**

Presentation on Sweetwater County Multi Hazard Mitigation Plan.

**Background/Alternatives:**

The Mitigation Plan it will create eligibility for mitigation funds, pre and post disaster, help reduce losses, and make our community more disaster resistant.

**Attachments:**

The Presentation on Sweetwater County Multi Hazard Mitigation Plan.  
The Power Point from Amec Foster Wheeler consulting firm.

**Fiscal Impact:**

None

**Staff Impact:**

Staff time to gather and put together information needed for the Mitigation Plan.

**Legal Review:**

None

**Suggested Motion:**

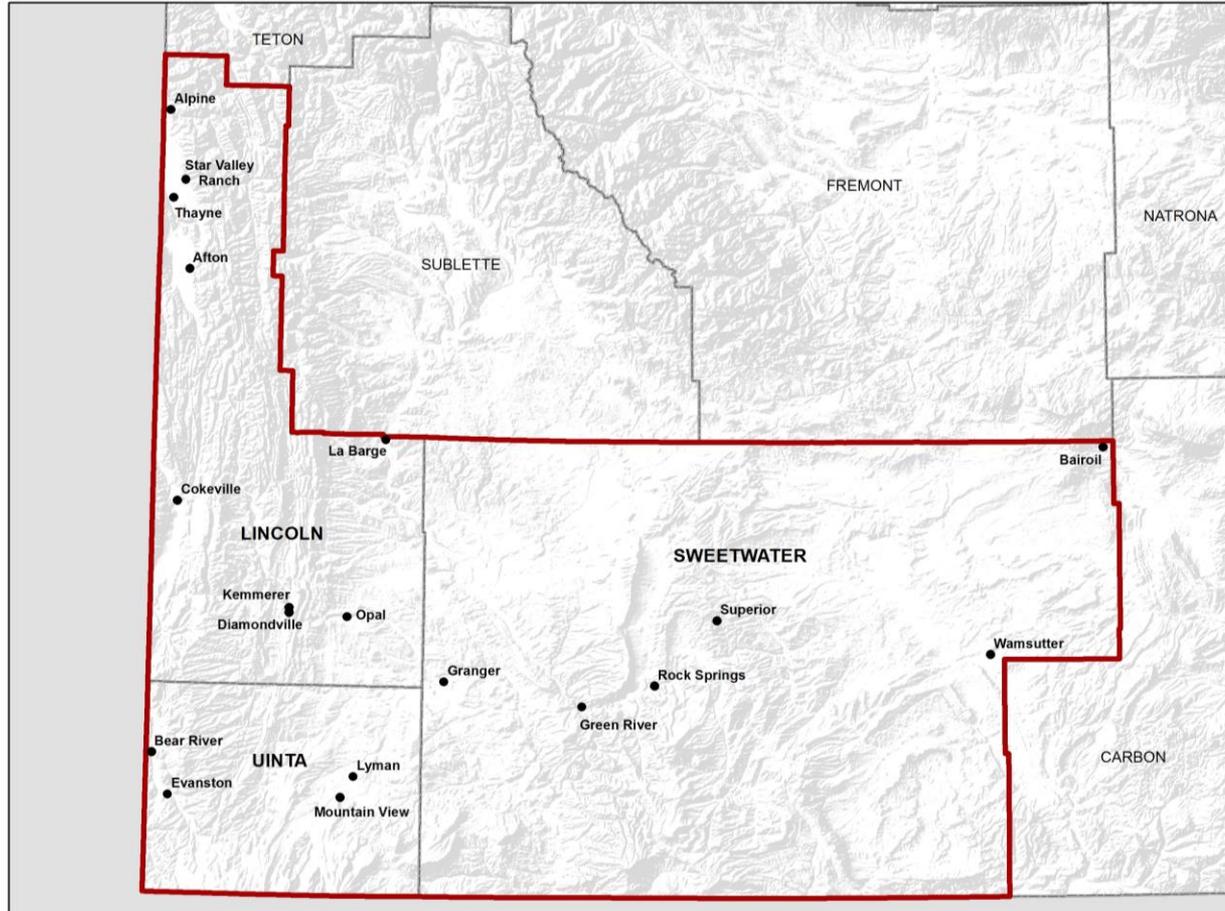
On April 12, 2016 I attended a conference call/meeting for the Region 4 Multi Hazard Mitigation Planning concerning Sweetwater County. The State of Wyoming has contracted and will cover the cost for Amec Foster Wheeler, to help get a Multi Hazards Mitigation Plan put together for Region 4 which includes Sweetwater County, the State will also pay for them to review the plan in 5 years to see that it is has been kept up to date and that it is still a valid plan. We have put together a County Planning Team which consists of myself, Laura Profaizer, and Mark Westenskow from Green River along with other stake holders in Sweetwater County. This Mitigation Plan will deal mainly with natural hazards such as floods, winter storms, dam failures, and wild fires to mention a few. There will be workshops for the planning team in May, and public meetings in June to help gather input and information that could be used in the planning process. The goal is to have the Mitigation Plan put together and adopted by September. By having the Mitigation Plan it will create eligibility for mitigation funds, pre and post disaster, help reduce losses, and make our community more disaster resistant.

# Regional Multi-Hazard Mitigation Planning

## Wyoming Region 4



Kick-Off Meeting and Hazard ID



**Kick off Meeting  
conference call**  
April 11, 2016

**Kyle Karsjen**  
Amec Foster Wheeler  
Project Manager

# Regional Multi-Hazard Mitigation Planning

## Wyoming Region 4

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Kick-Off Meeting and Hazard ID



### Meeting Objectives:

- ▶ Introduce the project and planning teams
- ▶ Introduce purpose, process and requirements
- ▶ Formally kick off planning process
- ▶ Identify hazards to address in the regional plan
- ▶ Schedule future meetings, plan for stakeholder and public involvement
- ▶ Begin data collection effort

# Regional Multi-Hazard Mitigation Planning

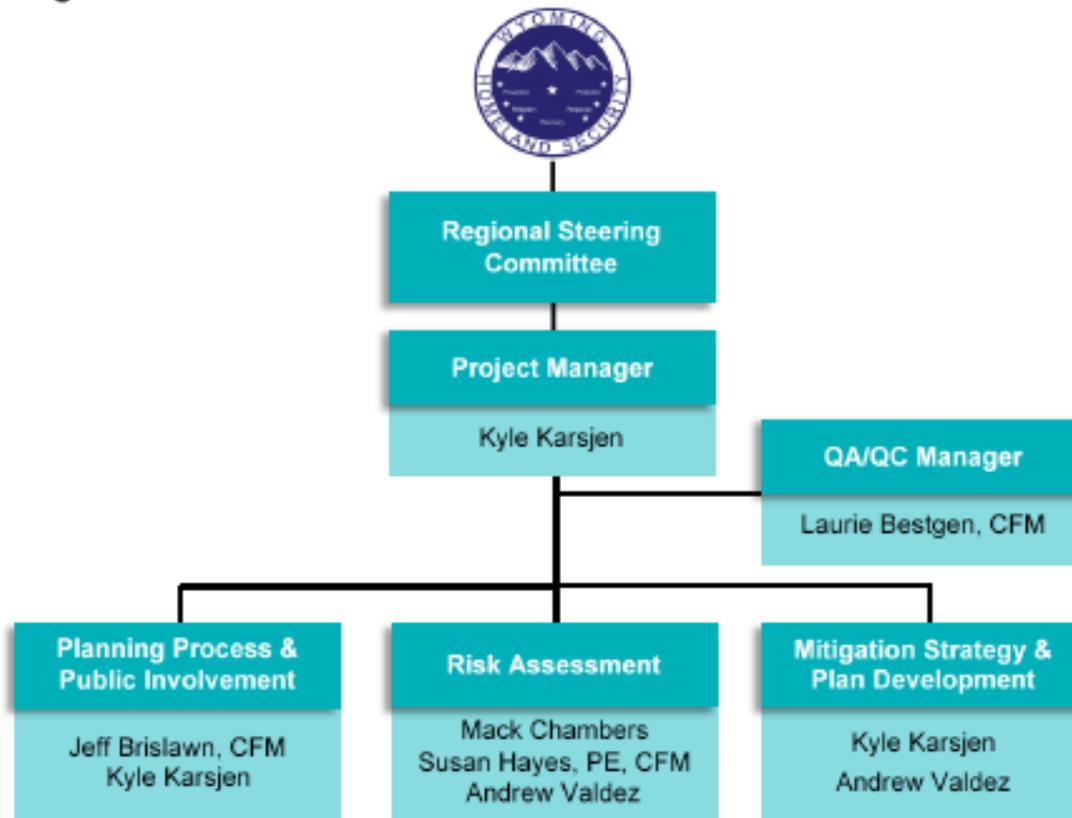
## Wyoming Region 4



Kick-Off Meeting and Hazard ID

## Introductions and Roles

Organizational Chart



# Regional Multi-Hazard Mitigation Planning

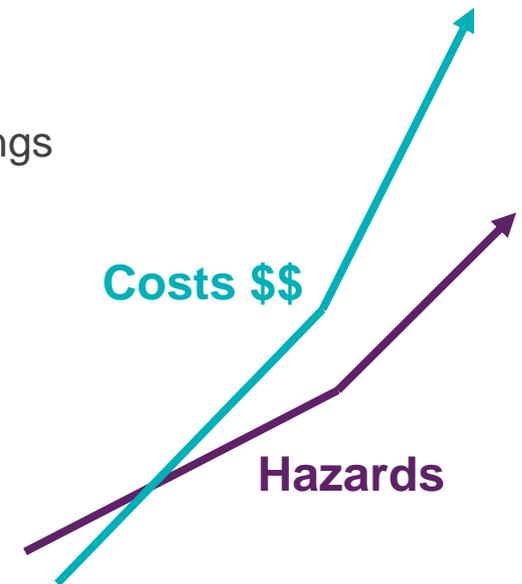
## Wyoming Region 4



Kick-Off Meeting and Hazard ID

### Trends Resulting in Increased Costs for Disaster and Recovery

- ▶ Population and community growth
  - ▶ More people living in hazardous areas
  - ▶ Greater exposure to risk: people, infrastructure, buildings
- ▶ More hazard events
- ▶ More disaster declarations
- ▶ Increase in disaster response and recovery costs



# Regional Multi-Hazard Mitigation Planning

## Wyoming Region 4



Kick-Off Meeting and Hazard ID

## Disaster Declarations in Wyoming

Disaster Number	Incident Period	Date Declared	Incident	Counties Impacted
<b>FEMA-155-DR-WY</b>	July 4, 1963	July 4, 1963	Heavy Rains and Flooding	
<b>FEMA-557-DR-WY</b>	May 29, 1978	May 29, 1978	Severe Storms, Flooding, and Mudslides	Big Horn, Campbell, Converse, Crook, Hot Springs, Johnson, Natrona, Niobrara, Park, Sheridan, Washakie and Weston
<b>FEMA-591-DR-WY</b>	July 19, 1979	July 19, 1979	Severe Storms and Tornadoes	Laramie
<b>FEMA-740-DR-WY</b>	August 7, 1985	August 7, 1985	Severe Storms, Hail, Flooding	Laramie
<b>FEMA-1268-DR-WY</b>	October 5-9, 1998	February 17, 1999	Severe Winter Storm	Goshen and Niobrara
<b>FEMA-1351-DR-WY</b>	October 31, 2000 - November 20, 2000	December 13, 2000	Winter Storm	Crook, Goshen, Platte and Weston
<b>FEMA-1599-DR-WY</b>	August 12, 2005	August 22, 2005	Tornado	Campbell
<b>FEMA-1923-DR-WY</b>	June 4-18, 2010	July 14, 2010	Flooding	Fremont and Platte
<b>FEMA-4007-DR-WY</b>	May 18, 2011 - July 8, 2011	July 22, 2011	Severe Storms, Flooding, and Landslides	Albany, Big Horn, Carbon, Crook, Fremont, Goshen, Johnson, Lincoln, Platte, Sheridan, Sweetwater, Teton, Uinta, Washakie and Weston
<b>FEMA-4227-DR-WY</b>	May 24, 2015 - June 6, 2015	July 7, 2015	Severe Storms and Flooding	Albany, Johnson, Niobrara and Platte

# Regional Multi-Hazard Mitigation Planning

## Wyoming Region 4



Kick-Off Meeting and Hazard ID

## Why Addressing These Trends is a Priority

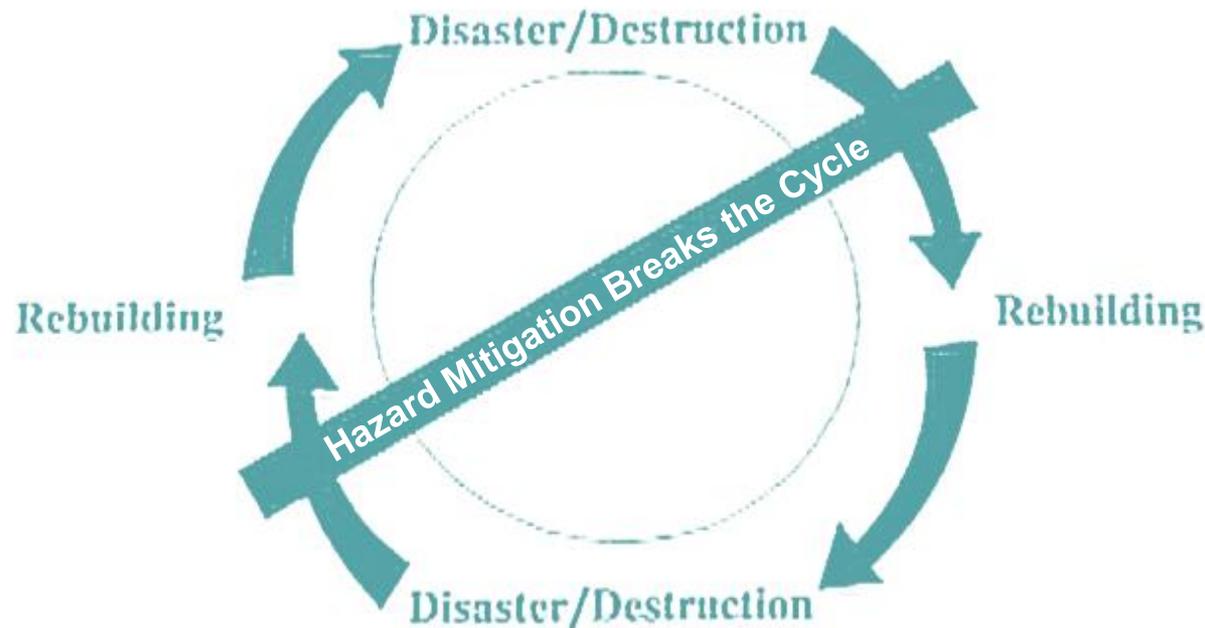
- ▶ The increasing costs of response and recovery
  - ▶ The cost of 'doing nothing' is too high
- ▶ Many events are predictable and repetitive
- ▶ Loss reduction activities can be undertaken
  - ▶ They work well
  - ▶ Cost effective and environmentally sound
  - ▶ Funds are available to help
- ▶ Legal and ethical responsibilities

# Regional Multi-Hazard Mitigation Planning

## Wyoming Region 4

Kick-Off Meeting and Hazard ID

## How Can We Reverse These Trends? Hazard Mitigation!



**Mitigation:** Any sustained action taken to reduce or eliminate long term risk to human life and property from hazards.

# Regional Multi-Hazard Mitigation Planning

## Wyoming Region 4



Kick-Off Meeting and Hazard ID

## **DMA Planning: What it is and Why it's Important**

### **Disaster Mitigation Act of 2000 (DMA)**

- ▶ Identify risks and solutions in a pre-disaster environment
- ▶ Creates eligibility for mitigation funds, pre and post disaster
- ▶ Guide mitigation activities in coordinated and economic manner
- ▶ Incorporate into other existing planning mechanisms
- ▶ Consider impacts to future development: Plan and build wisely
- ▶ Reduce losses
- ▶ Make community more disaster resistant (Resilience!)

# Regional Multi-Hazard Mitigation Planning

## Wyoming Region 4

Kick-Off Meeting and Hazard ID



## FEMA's Original Four Phase Planning Guidance



# Regional Multi-Hazard Mitigation Planning

## Wyoming Region 4

Kick-Off Meeting and Hazard ID



## FEMA's New Nine-Step Planning Process

- Step 1** Determine the Planning Area and Resources
- Step 2** Build the Planning Team
- Step 3** Create an Outreach Strategy
- Step 4** Review Community Capabilities
- Step 5** Conduct a Risk Assessment
- Step 6** Develop a Mitigation Strategy
- Step 7** Keep the Plan Current
- Step 8** Review and Adopt the Plan
- Step 9** Create a Safe and Resilient Community

# Regional Multi-Hazard Mitigation Planning

## Wyoming Region 4

Kick-Off Meeting and Hazard ID



## Nine-Step Planning Process

Step 1

### Determine the Planning Area and Resources

- Establish the planning area
- Determine necessary resources

Step 2

### Build the Planning Team

- Identify team members
- Engage local leadership
- Promote participation and buy-in
- Document the planning process

# Regional Multi-Hazard Mitigation Planning

## Wyoming Region 4



Kick-Off Meeting and Hazard ID

### Step 2

## Build the Planning Team - Establishing Your Hazard Mitigation Planning Committee

- ▶ Multi-County Steering Committee
  - ▶ Emergency Management Coordinators
- ▶ County Planning Team
  - ▶ County government
  - ▶ Municipal government
- ▶ Suggested local government representation
  - ▶ Emergency management
  - ▶ Fire departments/districts
  - ▶ Floodplain administrators
  - ▶ Building department/code enforcement
  - ▶ GIS
  - ▶ Parks and recreation
  - ▶ Planning and community development
  - ▶ Public information office
  - ▶ Stormwater management
  - ▶ Transportation (roads/bridges)
  - ▶ Regional planning agencies

### Starting points:

- Existing HMP planning committee members
- Local Emergency Planning Committees

# Regional Multi-Hazard Mitigation Planning

## Wyoming Region 4



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### Step 2

## Build the Planning Team - Establishing Your Hazard Mitigation Planning Committee cont.

### ▶ Other Public, Private, and Non-Profit Stakeholders

- ▶ WY OHS
- ▶ State Engineer/Dam Safety
- ▶ WY DOT regional coordinators
- ▶ WY Geological Survey
- ▶ WY State Forestry Division
- ▶ WY State Climate Office
- ▶ University of Wyoming Extension
- ▶ USGS
- ▶ US Forest Service
- ▶ NRCS
- ▶ Bureau of Land Management
- ▶ Bureau of Reclamation
- ▶ NOAA
- ▶ Wildfire or watershed groups
- ▶ Agricultural organizations
- ▶ Local business and industry (LEPC)
- ▶ School districts
- ▶ Special districts
- ▶ Others?

# Regional Multi-Hazard Mitigation Planning

## Wyoming Region 4

Kick-Off Meeting and Hazard ID



### Step 3

## Create an Outreach Strategy

- Plan for public involvement/outreach
- Continuing public outreach
- Documenting stakeholder engagement and public input

### Options

- Host public meetings or workshops
- Include on planning team
- Post draft plan on websites and hardcopies in libraries
- Develop press releases
- Use questionnaires/surveys

# Regional Multi-Hazard Mitigation Planning

## Wyoming Region 4

Kick-Off Meeting and Hazard ID



### Step 4

## Review Community Capabilities

What's already in place related to hazard mitigation?

- ▶ Conduct an inventory of communities' existing and proposed policies, programs, and ordinances that may affect its vulnerability to hazards
- ▶ Determine the communities' technical & fiscal abilities to implement mitigation initiatives. Include ability to attract and leverage funding.
- ▶ Consider any special opportunities to enhance or supplement these capabilities.

# Regional Multi-Hazard Mitigation Planning

## Wyoming Region 4



Kick-Off Meeting and Hazard ID

## Nine-Step Planning Process

Step 5

### Conduct a Risk Assessment

- Identify and describe hazards
- Identify assets
- Assess risk
- Summarize vulnerability



# Regional Multi-Hazard Mitigation Planning

## Wyoming Region 4

Kick-Off Meeting and Hazard ID



### Step 5

## Investigative Process – Has it Happened Before?

- ▶ Identify hazards affecting the counties in the region
- ▶ Profile the hazards that are likely to have impacts and are reasonable to mitigate
- ▶ Information Sources:
  - ▶ 2016 Wyoming Hazard Mitigation Plan
  - ▶ Existing County Mitigation Plans
  - ▶ Community Wildfire Protection Plans
  - ▶ State and Local THIRA
  - ▶ Past disaster declarations
  - ▶ Planning team/community members
  - ▶ Existing plans and reports
  - ▶ GIS-based maps and data
  - ▶ Internet websites and databases
  - ▶ Newspaper/historical records
  - ▶ Local, state, and federal experts

# Regional Multi-Hazard Mitigation Planning

## Wyoming Region 4



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### Step 5

## Profile the Hazards

- ▶ Hazard/problem description
- ▶ Geographic area affected (maps where applicable)
- ▶ Past occurrences
- ▶ Frequency/likelihood of future occurrence
- ▶ Magnitude (extent) /secondary effects
- ▶ Vulnerability assessment/significance summary

# Regional Multi-Hazard Mitigation Planning

## Wyoming Region 4

Kick-Off Meeting and Hazard ID



### Step 5

## Vulnerability Assessment – Inventory Assets and Determine What Will be Affected

- ▶ Inventory residential & commercial structures
- ▶ Inventory critical facilities
- ▶ Determine # and value of structures
- ▶ Determine # of people in area
- ▶ Identify vulnerable infrastructure
- ▶ Identify development trends and constraints
- ▶ Identify cultural, natural and historic resource areas
- ▶ Estimate the losses

# Regional Multi-Hazard Mitigation Planning

## Wyoming Region 4

Kick-Off Meeting and Hazard ID



## Nine-Step Planning Process

Step 6

### Develop a Mitigation Strategy

- Goals, actions, and implementation

# Regional Multi-Hazard Mitigation Planning

## Wyoming Region 4

Kick-Off Meeting and Hazard ID



### Step 6

## Develop the Mitigation Strategy Set Planning Goals Using the Risk Assessment

- ▶ Areas of high vulnerability
  - ▶ Estimated losses
  - ▶ At-risk existing facilities
  - ▶ At-risk critical facilities
  - ▶ At-risk cultural and natural resources
- ▶ Link with related goals from other existing plans
- ▶ Reduce Losses to Existing and Future development

# Regional Multi-Hazard Mitigation Planning

## Wyoming Region 4

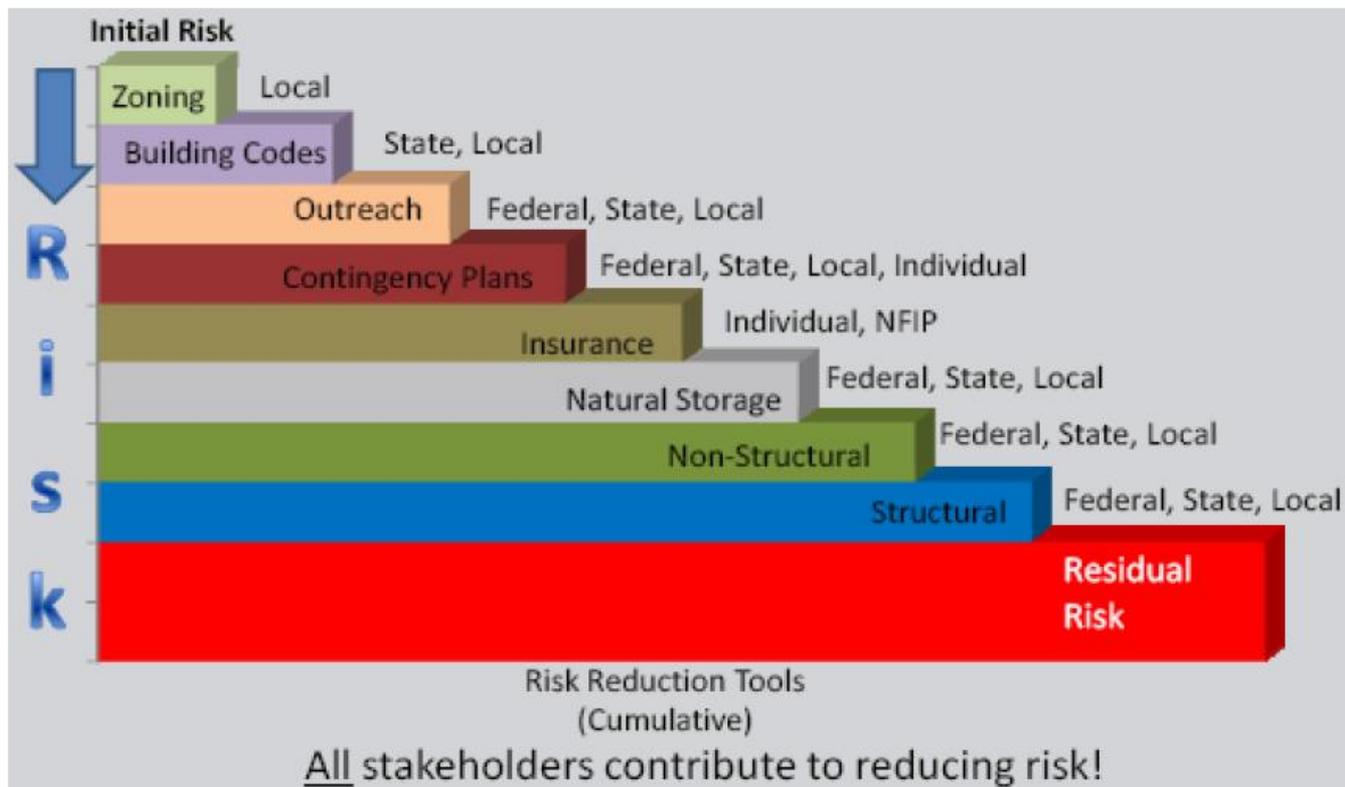


Kick-Off Meeting and Hazard ID

Step 6

### Develop the Mitigation Strategy

A mix of alternatives and partners can buy down risk



# Regional Multi-Hazard Mitigation Planning

## Wyoming Region 4

Kick-Off Meeting and Hazard ID



Step 6

## Develop the Mitigation Strategy Review Mitigation Alternatives

- ▶ Brainstorm potential actions in future meeting
- ▶ Typical Mitigation Alternatives
  - ▶ Prevention
  - ▶ Property protection
  - ▶ Natural resource protection
  - ▶ Emergency services
  - ▶ Structural projects
  - ▶ Public information

# Regional Multi-Hazard Mitigation Planning

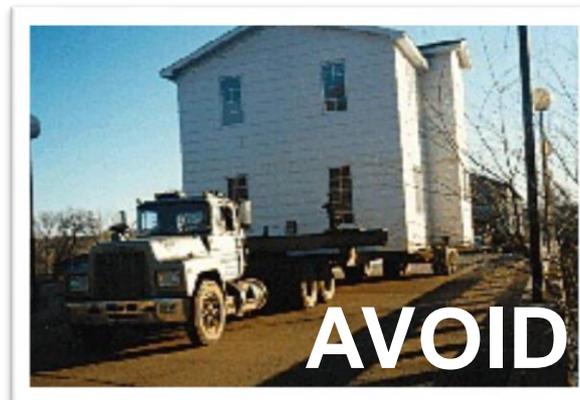
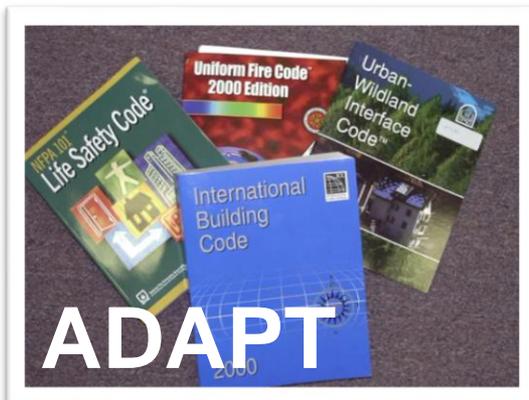
## Wyoming Region 4



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Step 6

## Develop the Mitigation Plan Review Mitigation Alternatives



# Regional Multi-Hazard Mitigation Planning

## Wyoming Region 4

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### Step 6

## Develop the Mitigation Strategy

### Review Mitigation Alternatives – Criteria for Selecting Mitigation Measures

- ▶ Will it work?
- ▶ Is it cost beneficial?
- ▶ Is it affordable?
- ▶ Is it legal?
- ▶ Is it fair?
- ▶ Is the public in support?
- ▶ Is funding available?
- ▶ Are there administrative burdens?
- ▶ Is it politically feasible?
- ▶ Is it environmentally sound?

# Regional Multi-Hazard Mitigation Planning

## Wyoming Region 4

Kick-Off Meeting and Hazard ID



Step 6

## Develop the Mitigation Strategy Draft an Action Plan

- ▶ Develop/Update mitigation actions with County Planning Team input
- ▶ Determine status of implementation for actions in existing HMPs
- ▶ Develop/Update maintenance and implementation procedures
- ▶ 3 drafts:
  - ▶ Internal CPT review
  - ▶ Public review
  - ▶ State/FEMA review

# Regional Multi-Hazard Mitigation Planning

## Wyoming Region 4

Kick-Off Meeting and Hazard ID



## Nine-Step Planning Process

Step 7

### Keep the Plan Current

- Plan maintenance procedures
- Continue public involvement

Step 8

### Review and Adopt the Plan

- Local plan review
- State and FEMA Plan Review
- Local plan adoption

Step 9

### Create a Safe and Resilient Community

- Implementing the plan to achieve mitigation goals
- Securing funding and assistance

# Regional Multi-Hazard Mitigation Planning

## Wyoming Region 4

Kick-Off Meeting and Hazard ID



## Regional Hazard Mitigation Plan Structure

- ▶ 1.0 – Introduction
- ▶ 2.0 – Regional/Community Profile
- ▶ 3.0 – Planning Process
- ▶ 4.0 – Risk Assessment
- ▶ 5.0 – Mitigation Strategy
- ▶ 6.0 – Plan Adoption, Implementation and Maintenance
- ▶ County Planning Element Annexes
- ▶ Appendices

# Regional Multi-Hazard Mitigation Planning

## Wyoming Region 4



Kick-Off Meeting and Hazard ID

## Roles and Responsibilities

- ▶ **Steering Committee and County Coordinators**
  - ▶ Coordinate with CPT
  - ▶ Assist with meeting logistics
  - ▶ Primary point of contact with Amec Foster Wheeler team
  
- ▶ **County Planning Teams**
  - ▶ Participate in the planning process
  - ▶ Assist with developing or updating the plan's content
  - ▶ Tailor the plan to meet specific needs and issues
  - ▶ To receive credit, participation is required under DMA
  
- ▶ **Amec Foster Wheeler**
  - ▶ Facilitate the planning process
  - ▶ Project management
  - ▶ Risk assessment and plan update/development

# Regional Multi-Hazard Mitigation Planning

## Wyoming Region 4

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Kick-Off Meeting and Hazard ID



## Participation Specifics

- ▶ Attend and participate in planning meetings/workshops
- ▶ Provide available data requested of the County coordinator and Amec Foster Wheeler
- ▶ Provide input on local mitigation strategy (actions/projects)
- ▶ Advertise and assist with public input process
- ▶ Review and comment on draft plan
- ▶ Coordinate formal adoption

# Regional Multi-Hazard Mitigation Planning

## Wyoming Region 4



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### Project Tasks and Schedule

Schedule of Tasks, Meetings and Deliverables	Mar	Apr	May	Jun	Jul	Aug	Sept
Task 1: Organize Resources	█	█					
WOHS coordination meeting		█					
Steering Committee Conference Calls		█	█	█	█	█	█
Task 2: Data Collection and Review	█	█					
Task 3: Hazard Analysis and Risk Assessment	█	█	█				
CPT Mitigation Planning Workshops #1 (1 per county)				█			
Task 4: Development of Mitigation Goals and Objectives				█	█		
CPT Mitigation Planning Workshops #2 (1 per county)					█		
Task 5: Draft Plan					█	█	
Task 6: Public Involvement (Public survey and meetings)		█	█	█	█	█	
Task 7: Plan Submittal and Subsequent Adoption							█
Plan Draft Delivery							
Planning Team Review Draft						█	
Public Review Draft						█	
WOHS and FEMA Review Draft							█

# Regional Multi-Hazard Mitigation Planning

## Wyoming Region 4

Kick-Off Meeting and Hazard ID



## Key Meetings

### ▶ Monthly Coordination Conference Calls

- ▶ Regular coordination/communication key to staying on task and timeline!
- ▶ Suggest first Tuesday of each month at 2 pm

### ▶ County Planning Workshops Round 1 Proposed Dates

- ▶ Uinta                                      Tuesday May 24 pm
- ▶ Lincoln                                     Wednesday May 25 pm
- ▶ Sweetwater                                Thursday May 26 am

### ▶ County Planning Workshops Round 2 and Public Meetings

- ▶ Uinta                                      Tuesday June 21 pm, Public meeting late afternoon/eve
- ▶ Lincoln                                     Weds June 22 pm, Public meeting late afternoon/eve
- ▶ Sweetwater                                Thursday June 23 pm, Public meeting late afternoon/eve

# Regional Multi-Hazard Mitigation Planning

## Wyoming Region 4

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Kick-Off Meeting and Hazard ID



# Hazard Identification

# Regional Multi-Hazard Mitigation Planning

## Wyoming Region 4



Kick-Off Meeting and Hazard ID

# Hazard Identification

Hazard	Lincoln	Uinta	Rock Springs (Sweetwater)
<i>State HMP Hazards</i>			
Avalanche	L		
Dam Failure	M	M	
Drought	H	H	L
Earthquake	H	M	M
Expansive Soils			
Flood	M	M	M
Hail	M		
Landslide	L		M
Lightning	L		
Mine Subsidence	L		M
Tornado	M		H
Wildfire	H	L	L
Wind	M		
Winter Storm	M	H	H
<i>Other Hazards</i>			
Hazardous Materials	M	L	H
Terrorism			M
Extreme Heat			L

- ▶ Summary Risk Ratings Generally Based On
- ▶ Property Affected
  - ▶ Population Affected
  - ▶ Probability

# Regional Multi-Hazard Mitigation Planning

## Wyoming Region 4



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## Hazard Information Sources

- ▶ 2016 State Hazard Mitigation Plan
- ▶ State and Local THIRAs
- ▶ CWPPs and wildfire risk studies
- ▶ Historic incidents/incident reports
- ▶ Scientific studies
- ▶ Other plans and reports (Flood and drainage studies, strategic plans, internet databases)
- ▶ Recent disasters
- ▶ Public perception
- ▶ Other existing or recent plans, reports, studies?

# Regional Multi-Hazard Mitigation Planning

## Wyoming Region 4



Kick-Off Meeting and Hazard ID

## County and Municipal Assets Exposed

- ▶ Use of best available data
- ▶ Building inventory
  - ▶ Parcel data and Assessor's database based on State Department of Economic Development and CAMA data
- ▶ Critical Facilities/Assets
  - ▶ Local GIS databases
  - ▶ HAZUS or other state/federal sources
  - ▶ Existing HMP: Review for changes/updates
  - ▶ No HMP: Identify on Data Collection Guide Worksheet

# Regional Multi-Hazard Mitigation Planning

## Wyoming Region 4

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Kick-Off Meeting and Hazard ID



## Coordination With Other Plans

- ▶ What related plans should this plan be linked to?
  - ▶ E.g., Community Wildfire Protection Plans, Comprehensive/Land Use Plans (Rock Springs), Flood Mitigation Plans
- ▶ What related planning efforts are underway?

# Regional Multi-Hazard Mitigation Planning

## Wyoming Region 4



Kick-Off Meeting and Hazard ID

## Planning for Public and Stakeholder Involvement

- ▶ Proposed activities – Amec Foster Wheeler assistance
  - ▶ Online and hardcopy survey
  - ▶ 3 Regional Public/Stakeholder workshops (1 in each County)
- ▶ Counties and Jurisdictions
  - ▶ Discussion of the Regional Plan as an agenda item at County Commissioner meetings and town council meetings in each County.
  - ▶ Posting the draft plan online and soliciting comments prior to submittal to WOHS/FEMA.
  - ▶ Hosting additional meetings as desired
- ▶ Any opportunities for outreach at scheduled public meetings or events?

# Regional Multi-Hazard Mitigation Planning

## Wyoming Region 4

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Kick-Off Meeting and Hazard ID



## Coordination with Other Agencies

- ▶ Who is not at the table, but should be?

# Regional Multi-Hazard Mitigation Planning

## Wyoming Region 4

Kick-Off Meeting and Hazard ID



### Data Collection Guide

- ▶ For Counties *without* an existing plan (Sweetwater)
- ▶ Captures valuable local input needed
- ▶ Walks through information needs
- ▶ Complete one for the County and each municipality, based on various department input

# Regional Multi-Hazard Mitigation Planning

## Wyoming Region 4



Kick-Off Meeting and Hazard ID

## Next Steps and Homework

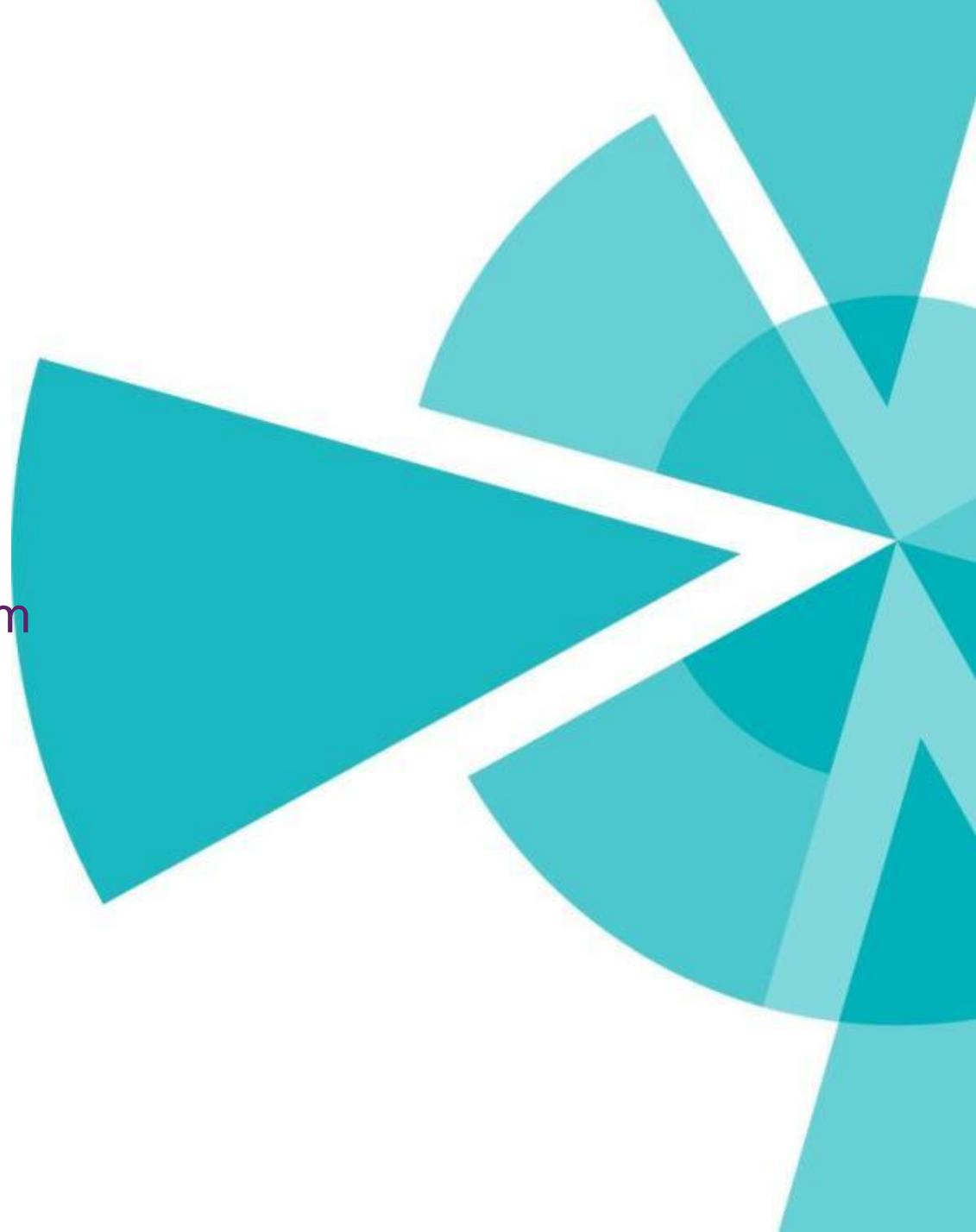
- ▶ Sweetwater County and municipalities:
  - ❑ Complete worksheets in data collection guide and send to Kyle by **May 10<sup>th</sup>**
- ▶ Uinta and Lincoln counties:
  - ❑ Review existing HMP; further instructions will follow regarding specific update needs
- ▶ County Coordinators:
  - ❑ Complete building planning team and identifying stakeholders; email contact list
  - ❑ Confirm proposed workshop date/times and identify and reserve meeting space
  - ❑ Send links to relevant plans/studies/data/hazard events
  - ❑ Review GIS Needs list - provide relevant data to Amec Foster Wheeler
  - ❑ Coordinate with municipalities and departments on planning effort
  - ❑ Think about upcoming public outreach and stakeholder engagement opportunities
- ▶ Next conference call: Tuesday May 3, 2 pm

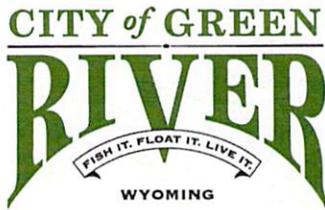
# Q and A

Kyle Karsjen

[kyle.karsjen@amecfw.com](mailto:kyle.karsjen@amecfw.com)

303-820-4661





City of Green River  
City Council Meeting  
Agenda Documentation

Preparation Date: April 20, 2016	Departmer
Meeting Date: May 3, 2016	Departmer
	Presenter: Brad Raney

**Subject:**

*Consideration of a resolution to accept funds from Exxon Mobil through Wyoming State Forestry in the amount of \$4,000.*

**Background/Alternatives:**

*Wyoming State Forestry received funds from Exxon Mobil in the amount of \$4,000; in turn, Wyoming State Forestry is donating these funds to the City for tree planting at the east and west gateways. Approximately 28 trees will be planted with these funds. This resolution allows us to accept the donation and pay the invoice for the trees. This is a donation and no matching funds are required.*

**Attachments:**

*Resolution*

**Fiscal Impact:**

*\$4,000 increase to the budget authority of the Parks Maintenance Division.*

**Staff Impact:**

*Staff will plant the trees.*

**Legal Review:**

*N/A*

**Suggested Motion:**

*I move to approve the Resolution to increase the Parks Maintenance division budget by \$4,000 and accept the donation from Exxon Mobil through Wyoming State Forestry in the same amount.*

**Resolution No. R16-18**

**A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF GREEN RIVER, WYOMING, TO APPROVE AN INCREASE IN THE GENERAL FUND FOR THE PARKS DEPARTMENT FOR THE EXXON MOBILE GRANT FOR TREES IN THE AMOUNT OF \$4,000**

**WHEREAS**, the Governing Body desires to use the grant proceeds for the Parks Department; **and**

**WHEREAS**, the Governing Body desires to increase the expenditure budget authority in the General Fund for the purpose of planting trees at the East and West gateways of the City (10.600.640.PGPMTTC.69.99) in the amount of \$4,000; **and**

**WHEREAS**, the Governing Body desires to increase the revenue budget authority in the General Fund Misc Grants for the purpose of funding trees at the East and West City gateways (10.4810) in the amount of \$4,000: **and**

NOW, THEREFORE, BE IT RESOLVED, THAT THE GOVERNING BODY SUPPORTS THE PARKS DEPARTMENT BY PROVIDING ADDITIONAL FUNDS FOR TREES AND INCREASES THE BUDGET IN THE AMOUNT OF \$4,000 AND AUTHORIZES THE CITY ADMINISTRATOR AND CITY TREASURER TO MAKE THE ABOVE CHANGES TO THE CITY BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2016.

**PASSED, APPROVED AND ADOPTED THIS 3<sup>rd</sup> DAY OF MAY, 2016.**

SIGNED:

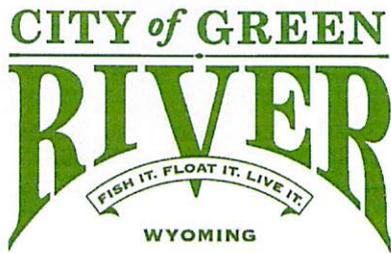
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Pete Rust, Mayor

ATTEST:

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Chris Meats, City Clerk



## City of Green River City Council Meeting Agenda Documentation

Preparation Date: 4/27/16	Submitting Department: Finance
Meeting Date: 5/3/16	Department Director: Chris Meats
	Presenter: Chris Meats

### **Subject:**

Approval of an Agreement with Vonage Business for Voice Services

### **Purpose Statement**

Approval of an agreement with Vonage Business to setup DID and trunk lines to provide voice services for the City

### **Background/Alternatives**

The City utilizes Century Link for our current voice provider. Switching to Vonage will transfer the City services for voice over to Vonage through our current internet provider the Joint Power Telecom Board. The City already utilizes a VOIP system so the protocol will not change but will allow the City to better use the JPTB bandwidth that is available. This will also allow the City to remove a T-1 line that is dedicated for voice services, thus saving about \$500 a month.

Vonage will also allow the City to have caller ID for City staff so calls from the City will no longer be unknown or unavailable to our citizens.

### **Attachments**

Agreements

### **Fiscal Impact**

The IT Division budgets annually for the City's voice services. This will have a savings of about \$500 a month.

### **Staff Impact**

This agreement will impact all the employees of the City and we would not be able to function without a voice provider.

### **Legal Review**

The agreements have been sent to Legal Counsel for review. The agreement has several items the City generally does not agree too but as Vonage will amend their agreement staff feels the benefits of the agreement will outweigh the additional legal risks.

### **Suggested Motion**

I move to approve a service agreement for Vonage Business for voice services for the City and authorize the Mayor to sign the agreement according to the Sales Order SS019070, the Governing Body hereby finding the commitment of Vonage Business to provide the voice services specified for the term of years specified has been determined to constitute a significant benefit and advantage to the City and the public, in that such services are not readily or economically available to the City in the absence of an extended term contract.



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For Small Business

# Terms of Service

[Home](#) Unified Communications > Terms of Service

*Effective Date: January 7, 2016*

These Vonage Business Terms of Service (hereinafter referred to as the "Terms" or "Agreement") apply to the use of products or services provided by Vonage Business ("Vonage Business," "Vonage" or "Company") to the person or entity identified in a valid and binding Sales Order (the "Customer") and are an integral part of the agreement between Vonage Business and Customer. The Customer and Vonage Business are sometimes collectively referred to herein as the "Parties," or individually as a "Party." By ordering, purchasing or using the Services, Customer agrees to be bound by these Terms, which among other things, require mandatory arbitration of disputes instead of a jury trial and limit Vonage Business's liability.

PURSUANT TO FCC REQUIREMENTS, VONAGE BUSINESS IS REQUIRED TO ADVISE ITS CUSTOMERS OF ANY LIMITATIONS THAT E911 SERVICE MAY HAVE IN COMPARISON TO TRADITIONAL E911 SERVICE, WHICH ARE SET FORTH AT SECTION 22 BELOW AND IN THE E911 ACKNOWLEDGEMENT.

## **AGREEMENT**

**Definitions:** The following capitalized terms, as used in this Agreement, shall have the meanings set forth below:

**"Affiliate"** means, with respect to a party to these Terms, any entity that Controls, is Controlled by or under common Control with such party. **"Control,"** for purposes of this definition, means the direct or indirect ownership or control of more than fifty percent (50%) of the voting equity of the subject entity.

**"Applicable Laws"** means any and all applicable federal, state or local laws, rules or regulations including applicable restrictions concerning call recording, call monitoring, call interception and/or direct marketing or telemarketing.

**"AUP"** means the Vonage Business acceptable and reasonable use policy set forth at <https://enterprise.vonage.com/AUP>.

**"Customer Data"** means any data, information or other materials of any nature whatsoever generated by Customer, or provided to Vonage Business by or through Customer, in the course of implementing or using the Services.

**"Customer Equipment"** means all equipment owned, leased or otherwise provided by Customer, or which is specifically identified in one or more Sales Orders as Customer Equipment, used in connection with the Services. **"Customer Equipment"** includes equipment sold by Vonage Business to Customer, but does not include Vonage Business Equipment.

**"Customer Premises"** means the physical location(s) owned or leased by Customer where Services are provided or Vonage Business Owned Equipment will be used or stored.

**"E911 Acknowledgement"** means the provisions set forth in the Vonage Business E911 Disclosure Notice and Acknowledgement set forth at <https://enterprise.vonage.com/e911> attached to and incorporated by reference into a Sales Order and/or executed by Customer acknowledging Vonage Business's policies regarding the availability and limitations of E911 service.

**"Initial Service Term"** means the period of time stated in a Sales Order during which Vonage Business will provide Services to Customer.

**"Private Circuit"** means a telecommunications circuit provided or managed by Vonage Business and used in connection with the Services.

**"Renewal Service Term"** means a period of time after expiration of the Initial Service Term that is equal to the period of time of the Initial Service Term.

**“Sales Order”** means a valid and binding agreement for the purchase of Services that has been signed by an authorized representative of Customer and accepted by Vonage Business and shall automatically incorporate these Terms by reference.

**“Service” or “Services”** means all products or services provided or made available by Vonage Business to Customer that are set forth in a Sales Order.

**“Service Date”** means the date that Service is installed, activated and available for Customer’s use at a Customer Premises.

**“Service Level Agreement”** means the terms and conditions that outline Vonage Business’s responsibilities in connection with delivery by Vonage Business to Customer of those Services to which service level commitments apply, as solely determined by Vonage Business.

**“Service Term”** means the Initial Service Term and all subsequent Renewal Service Terms.

**“Software”** means any proprietary software (including any documentation relating to such software) owned or licensed by Vonage Business, or which Vonage Business has a right to sublicense under this Agreement, which software is either provided to Customer under this Agreement or is used by Customer in connection with the Services.

**“Taxes and Fees”** means any taxes and fees arising in any jurisdiction imposed on or incident to the provision, sale or use of Service and Vonage Business Equipment, including value added, sales, use, gross receipts, excise, franchise, public utility or other taxes, fees, duties or surcharges (including universal service, 911 and other regulatory fees and surcharges), and certain recovery fees, whether imposed on or by Vonage Business or a Vonage Business Affiliate.

**“Vonage Business”** means Vonage Business Inc. or any Affiliate of Vonage Business providing Services to a Customer as identified in a Sales Order.

**“Vonage Business Equipment”** means all equipment that is used, leased or otherwise provided by Vonage Business in connection with the Services, including phones, routers, switches and battery backup placed on the Customer Premises.

## 1. TERMS AND POLICIES.

These Terms incorporate and include all additional terms, conditions and policies that are (i) set forth in an addendum, schedule, exhibit or amendment to these Terms, (ii) set forth in an applicable Service Level Agreement, and (iii) set forth at <https://enterprise.vonage.com/>. These Terms supersede and replace all terms and conditions set forth in any documents issued by Customer, including purchase orders and specifications. Vonage Business reserves the right to change any of the Terms at any time, but only on a prospective, not retroactive, basis. Vonage Business will provide Customer thirty (30) days advance notice of changes to the Terms that would have a materially adverse effect on Customer. Notice may be provided by posting the revised or modified Terms to <https://enterprise.vonage.com/terms>, through Customer's invoice or by e-mail to the most recent email address associated with Customer's account. Changes will become effective on the next business day following the 30-day notice period and Customer agrees to be bound by any changes after such 30-day notice period.

## 2. SALES ORDER.

All Services will be described in a Sales Order, which will set forth as applicable: (i) the price, delivery, installation location(s) and other information about the Services; (ii) Vonage Business Equipment being offered for sale or lease to Customer; and (iii) any associated delivery or installation information. The Sales Order incorporates by reference these Terms, and when executed by Vonage Business and Customer, becomes a binding contract between Vonage Business and Customer. Vonage Business will provide, and Customer will pay for and receive from Vonage Business each Service pursuant to the terms and conditions of each Sales Order. Subject to Vonage Business' right to amend the Terms in Section 1, a Sales Order may only be amended in writing signed by both Customer and Vonage Business.

## 3. INSTALLATION AND EQUIPMENT.

a. **Permissions and Consents.** Customer shall provide Vonage Business, at no cost to Vonage Business, all permissions, consents or authorizations necessary to install, activate, maintain, inspect, alter, repair and replace the Service and any Vonage Business Equipment, including the right to access and enter Customer's Premises.

b. **Customer Equipment.** Customer understands and acknowledges that installation and delivery of the Services may require the use of certain Customer Equipment and/or Vonage Business Equipment. Customer represents that it owns or otherwise has the right to use the Customer Equipment in connection with the Services. Customer shall be fully responsible for the installation, maintenance, repair and operation of any Customer Equipment and shall ensure the compatibility of any Customer Equipment with Vonage Business Equipment. Customer will not (i)

relocate, rearrange, repair, disconnect or otherwise modify the Service or any Vonage Business Equipment without Vonage Business' prior written consent; or (ii) create or allow any liens or other encumbrances to be placed on any Vonage Business Equipment. Customer will use commercially reasonable efforts to protect and maintain Vonage Business Equipment in a secure location at the Customer Premises within conditions (including room temperature) that are customary and reasonable for such equipment, and shall be fully liable for all costs, charges or expenses associated with damage to or loss of Vonage Business Equipment beyond normal wear and tear. Any Vonage Business Equipment (and any replacements thereof) may be refurbished equipment, so long as the equipment is of good quality and appearance and supports the Services.

c. **Equipment Return.** Upon the termination of this Agreement or any Service, Customer shall securely pack, ship and return to Vonage Business all Vonage Business Equipment at Customer's expense. Vonage Business may invoice Customer, and Customer shall pay, for the full replacement value of any Vonage Business Equipment that has not been timely returned to Vonage Business. In addition, if Customer has not returned the Vonage Business Equipment within ten (10) days after the termination of the applicable Service, then upon not less than twenty four (24) hours' prior notice, Customer will provide access to Vonage Business and/or its agents during normal business hours for the retrieval and removal of Vonage Business Equipment from Customer Premises and Vonage may charge Customer's selected method of payment, and Customer will pay and be liable for up to a one thousand dollar (\$1,000) equipment return fee per Customer location.

d. **Equipment and Data Backup.** As part of the Service installation process, system files on Customer Equipment may be modified. Such modifications may disrupt the normal operations of Customer Equipment, including the possible corruption or loss of data stored on computer(s). Customer understands and acknowledges that installation, use, inspection, alteration, maintenance, repair or removal of the Vonage Business Equipment may result in an interruption to Service or damage to Customer Equipment, software and loss of data. Customer covenants to back-up all existing computer files by copying them to another storage medium prior to the installation of Vonage Business Equipment and Software. Customer acknowledges, understands and accepts the risks of not making such a backup, including the loss of some or all of Customer's software or data, or damage to Customer Equipment. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, VONAGE BUSINESS SHALL HAVE NO LIABILITY FOR ANY DAMAGE TO, LOSS OF OR DESTRUCTION OF CUSTOMER'S EQUIPMENT, PERIPHERALS, SOFTWARE OR DATA.

**4. SOFTWARE.**

a. **Non-Exclusive License.** If Software is provided by Vonage Business in connection with the Services, Vonage Business grants to Customer a personal, limited, revocable, non-exclusive, non-assignable and non-transferable license to use the Software, in object code form only, solely for the purpose of using the Service. This license will permit such use by Customer and any of its employees or contractors (but only within the scope of their employment or services with Customer) authorized by Customer to use the Service, provided that Customer shall be responsible for all uses of the Service as provided in this Agreement. This license commences upon Vonage Business's acceptance of the Sales Order for the Service and terminates immediately upon the expiration or termination of this Agreement for any reason. Customer shall return or destroy all Software and any related written material, together with any copies, in its possession or under its control promptly upon the expiration or termination of this Agreement for any reason. Any attempt to sublicense, assign or transfer any of the rights, duties or obligations under this license is void and may result in termination by Vonage Business of this Agreement and the license. No other licenses or rights to the Software are granted or implied.

b. **End User Licenses.** Certain Software Vonage Business provides to Customer may contain third-party software ("Third-Party Software"), including open source software. Use of such Third-Party Software may be governed by separate copyright notices and license provisions, which may be found or identified in documentation or on other media delivered with the Third-Party Software and which are incorporated by reference into this license. Notwithstanding any other terms in this Section 4, such provisions shall govern the use of Third-Party Software. Customer agrees to comply with the terms and conditions of all end user license agreements accompanying any Software (including Third-Party Software) or plug-ins to such Software distributed in connection with the Service. All end user licenses shall immediately terminate on the date that the Service expires or this Agreement is terminated.

c. **Copyright / Trademark / Unauthorized Usage of Device, Firmware or Software.** The Service, Vonage Business Equipment and Software and all information, documents and materials on Vonage Business's website(s) are protected by trademark, copyright, patent and other intellectual property laws and international treaty provisions. All websites, website content, corporate names, service marks, trademarks, trade names, logos and domain names of Vonage Business are and shall remain the exclusive property of Vonage Business and/or its Affiliates and nothing in this Agreement shall grant Customer the right or license to use any of the foregoing. Customer agrees that the Vonage Business Equipment is exclusively for use in connection with the Service and that Vonage Business will not provide any

passwords, codes or other information or assistance that would enable Customer to use the Vonage Business Equipment for any other purpose. If Customer decides to use the Service through an interface device not provided by Vonage Business (which Vonage Business reserves the right to prohibit in particular cases or generally), Customer warrants and represents that it possesses all required rights, including software and/or firmware licenses, to use that interface device with the Service and Customer will indemnify, defend and hold harmless Vonage Business from and against any and all liability arising out of Customer's use of such interface device with the Service. Customer may not undertake, cause, permit or authorize the modification, creation of derivative works, or translate, reverse compile, disassemble, hack or reverse engineer, or otherwise attempt to derive the source code from the binary code of the Software.

#### **5. SERVICE TERM AND TERMINATION.**

a. **Service Term.** Each Sales Order will set forth the Initial Service Term. In the absence of a specific period of time stated in the Sales Order, the Initial Service Term shall be thirty-six (36) months. The Initial Service Term will begin on the Service Date. Sales Orders which describe delivery of Service to multiple Customer Premises may identify multiple Service Dates and Service Terms. The Initial Service Term will automatically renew for a Renewal Service Term (with automatic renewal of subsequent Renewal Service Terms) unless either Party terminates the applicable Sales Order by giving the other Party written notice of termination not less than ninety (90) days prior to the expiration of the Initial Service Term, or applicable Renewal Service Term, as the case may be. Notwithstanding notice by a Party to terminate this Agreement, Services with a remaining Service Term will remain in effect through the applicable Service Term and the terms and conditions of this Agreement and the applicable Sales Order will continue to apply to such Services. Upon termination of the applicable Service Term, Vonage Business will not be obligated to furnish the Services to Customer; provided, however, if Vonage Business continues to provide Services and Customer accepts and continues to use the Services after termination of the Service Term, such use shall be on a month-to-month basis and Customer shall be obligated to pay for such Services at then-current monthly rates for such Services.

b. **Customer Cancellation and Termination Charges Prior to Service Date.** If Customer cancels all or any part of the Service prior to the Service Date for the applicable Service, except as may be expressly permitted by this Agreement, then Customer's liability for such cancellation shall be an amount equal to: (a) all charges (including applicable taxes) incurred by Vonage Business as a result of such cancellation, including recurring and non-recurring charges, third-party license fees or early termination fees or charges associated with any Private Circuit or other Service; plus

(b) two (2) months of the forecasted monthly recurring charges or monthly commitment level payments for the Service. Vonage Business may automatically charge Customer's selected method of payment or Customer shall pay such cancellation amount immediately upon receipt of an invoice therefore, at Vonage Business's option.

**c. Customer Cancellation and Termination Charges After Service Date.** Customer may terminate specified Service(s) after the applicable Service Date upon thirty (30) days' written notice to Vonage Business. If Customer does so, or if Service is terminated by Vonage Business hereunder as the result of Customer's default, Customer shall pay Vonage Business a termination charge equal to the sum of: (i) all unpaid amounts for Service actually provided; (ii) 100% of the remaining monthly recurring charges for months 1-12 of the Service Term; (iii) 75% of the remaining monthly recurring charges for month 13 through the end of the Service Term; (iv) if not recovered by the foregoing, any termination liability payable to third parties resulting from the termination and any out of pocket costs of construction to the extent such construction was undertaken to provide Services hereunder; and (v) applicable Taxes and Fees on all of the foregoing.

**d. Early Termination Fees and Charges.** Customer understands and agrees that Vonage Business will incur substantial losses upon an early termination of Service, which may include: (i) upfront costs from third-party service providers and subcontractors; (ii) commitments to subscription-based services related to the provision of the Services; (iii) allocation of substantial labor force resources to mobilize for the provision of the Services; (iv) substantial opportunity costs and lost profits. Customer acknowledges and agrees that the precise losses incurred by Vonage Business as a result of an early termination are difficult to ascertain and that the early termination charges set forth in this Section 5 are fair and reasonable estimates of Vonage Business's anticipated and actual damages, and not a penalty.

## **6. BILLING, CREDIT, DEPOSITS AND PAYMENT.**

**a. Commencement of Billing.** Billing will commence on the Service Date and will not be delayed due to Customer's readiness to accept or use the Service. In the event the Service includes a Private Circuit, billing for the Private Circuit will begin on the date the Private Circuit is delivered to any Customer Premises. If Customer notifies Vonage Business within two (2) business days after a Service Date that Service is not functioning substantially in accordance with applicable specifications, with such notice specifying the deficiencies, Vonage Business will work to correct any deficiencies and, subject to the preceding sentence, the Service Date will occur when

such issues have been resolved. If the specified issues were not, in Vonage Business's determination, attributable to Vonage Business, its agents, or contractors, the original Service Date for that Service will remain unchanged.

**b. Information and Installation Responsibilities.** Customer acknowledges and agrees that the Service may be comprised of multiple Private Circuits and/or Services ordered from Vonage Business for installation at one or more designated Customer Premises. Customer is obligated to timely provide to Vonage Business access to the location where the Service is to be installed, as well as any relevant information and documentation.

**c. Customer Address Accuracy.** Customer shall provide Vonage Business with the correct address at which Services will be provided. Vonage Business relies on the accuracy and completeness of such information to determine and invoice applicable taxes, fees, surcharges and assessments. If Customer does not provide a valid address, Customer will be responsible for any resulting taxes, fees, surcharges, assessments and penalties.

**d. Expedited Service Date.** Customer may request an expedited Service Date and Vonage Business will notify Customer of any additional charges required to process the request for an expedited Service Date, which shall include, but not be limited to, any third party charges incurred by Vonage Business to expedite the Service ("Expedite Charges"). If Vonage Business accepts the expedited Service Date request, Customer will be obligated to pay the agreed upon Expedite Charges as set forth on the Sales Order.

**e. Credit Approval and Deposits.** Customer agrees to supply Vonage Business with the information necessary to verify Customer's credit rating prior to providing Customer with access to the Services or Equipment. Vonage Business may also, during the Service Term of this Agreement, update its information regarding Customer's credit rating without notice to or permission from Customer. Customer authorizes Vonage Business to make inquiries and to receive information about Customer's credit experience from others, enter this information in Customer's file, and disclose such information concerning Customer to appropriate third parties for reasonable business purposes. Vonage Business reserves the right any time during the Service Term, in its sole discretion, to refuse to provide Service based upon lack of Customer's creditworthiness, or in the alternative to require a security deposit that will be returned to Customer, without interest thereon, upon the expiration or

termination of this Agreement or other form of secure payment authorization, such as auto-payment. Customer authorizes Vonage Business to offset any amounts due to Vonage Business against the security deposit.

**f. Payment of Invoices and Disputes.** Invoices are delivered monthly. Fixed charges are billed in advance and variable, usage-based charges are billed in arrears. Billing for partial months is prorated. Payment is due upon receipt of invoice and in no event later than thirty (30) days after the invoice date. Charges for installation of Services shall be as stated in the Sales Order and shall be payable along with Customer's initial invoice. Past due amounts bear interest at the lower of 1.5% per month or the maximum rate allowed by law. All fees and charges (together, "Service Fees") and any other amounts due to Vonage Business may, at Customer's direction, be charged to Customer's Visa, MasterCard, American Express or other valid credit or debit card, and/or electronically debited to Customer's bank account, in which case Customer hereby authorizes Vonage Business to charge Customer's credit/debit card and/or to electronically debit Customer's bank account for all such fees, charges (including termination-related charges), taxes and payment transaction processing costs. Pre-paid cards are not accepted. If Customer reasonably disputes an invoice, Customer must pay the undisputed amount and submit written notice of the disputed amount (with details of the nature of the dispute and the Services and invoice(s) disputed) to the address below on or before the due date. In the event Customer intends to dispute amounts already paid in full, Customer must submit notice of such dispute in writing within ninety (90) days from the date of the invoice (such date at the end of such period being the "Dispute Due Date"). After receipt of notice of the dispute, Vonage Business shall undertake an investigation of the dispute, so long as Customer has not waived its rights pursuant to this paragraph to make the dispute. At the conclusion of the investigation, Vonage Business will notify Customer of any amount determined by Vonage Business to be correctly charged and such amount will become immediately due and payable together with interest from the date originally due. If the dispute notice is not sent by the Dispute Due Date, Customer waives all rights to dispute the applicable charges, unless otherwise provided by law. All billing disputes must be sent to Vonage Business at [bsgbilling@vonage.com](mailto:bsgbilling@vonage.com). If Customer does not deliver full payment for all undisputed billed charges by the due date, Vonage Business may impose late payment fees and/or restrict, suspend or terminate use of the Services or Equipment. Returned checks are subject to imposition of returned check fees and charges. Customer shall also reimburse Vonage Business for all reasonable attorneys' fees and other costs incurred by Vonage Business relating to collecting delinquent payments or Customer's non-payment breach of this Agreement. Vonage Business may also apply any deposits or other payments made by Customer. If Vonage Business applies any portion of a security deposit, Customer shall, within five (5) days following written notice thereof

from Vonage Business, replenish the security deposit by the amount so applied by Vonage Business. If Vonage Business restricts, suspends or terminates Customer's Services, Vonage Business may, at its sole option, choose to restore Customer's Services prior to the payment of all charges due. Such restoration shall not be construed as a waiver of Vonage Business's right to (i) receive full payment for all charges due or (ii) again restrict, suspend or terminate the Services at any time for non-payment of any unpaid charges. The failure of Vonage Business to restrict, suspend or terminate the Services for non-payment of any charges shall not operate as a waiver or estoppel to restrict, suspend or terminate Services of such account for non-payment of current or future charges.

**g. Additional, Unrelated Charges.** The Services may allow Customer to access the Internet, on-line services and other information. Customer acknowledges that Customer may incur charges while using the Service in addition to those billed by Vonage Business. For example, Customer may incur charges as a result of accessing certain on-line services or purchasing or subscribing to certain other offerings. Customer agrees that all such charges, including all applicable taxes, are the sole responsibility of Customer, and Customer covenants to timely pay all such charges.

#### **7. TAXES AND FEES.**

Prices for Services do not include, and Customer is responsible for, all Taxes and Fees. Customer may present Vonage Business with an exemption certificate eliminating Customer's and Vonage Business's liability to pay certain Taxes and Fees. Vonage Business may charge a regulatory recovery fee to offset costs incurred by Vonage Business in complying with inquiries and obligations imposed by federal, state and municipal regulatory bodies/governments and related legal and billing expenses. The regulatory recovery fee may also include recovery of costs for legal, intellectual property, cybersecurity, compliance and other related expenses, including those related to number portability, customer privacy protection and anti-fraud protection. The regulatory recovery fee is not a tax or charge required or assessed by any government authority and may be recovered by Vonage Business through imposition of a surcharge on cost of the Service.

#### **8. REGULATORY AND LEGAL CHANGES.**

Vonage Business may discontinue, limit, modify any Service, or impose additional requirements to the provision of any Service, as may be reasonably required to comply with any Applicable Laws. If changes in Applicable Laws materially and adversely affect delivery of Service (including the economic viability thereof), the Parties will use good faith efforts to negotiate appropriate changes to this Agreement. If the parties cannot reach agreement within thirty (30) days after Vonage Business's notice requesting renegotiation, Vonage Business may, on a

prospective basis after such 30-day period, pass any increased costs resulting from such changes on to Customer; provided, however, that Vonage Business shall provide Customer written notice of any increased costs or charges and Customer may upon notice given to Vonage Business within sixty (60) days after delivery of the notice of the increased charges terminate Service without liability for an early termination fee or charge. If Customer does not terminate Service within such 60-day period, Customer's termination right shall expire and Customer shall be obligated to accept and pay for the Service until expiration or termination of the Service Term.

#### **9. PROHIBITED USE OF THE SERVICE.**

Customer shall use the Services only in a manner that fully complies with all Applicable Laws and the terms and conditions of this Agreement, including the AUP. Any use of the Services or any other action in violation of this Section 9 or that causes a disruption in the Vonage Business network integrity, or in Vonage Business's determination threatens or compromises the security of Vonage Business, its vendors, its other customers or the Services whether directly or indirectly, is strictly prohibited and permits Vonage Business to suspend or terminate the Services without prior notice at the sole discretion of Vonage Business and further permits Vonage Business to disclose any information, including Customer Confidential Information, to necessary authorities or third parties. Vonage Business shall have the right, in its sole, but reasonably exercised discretion, not to accept, transmit or deliver any messages or content that it reasonably believes contains inappropriate content or that is, or could reasonably become, the subject of any legal, regulatory, or other governmental proceeding or process, including a law enforcement proceeding, process, or inquiry. Any use found to be inconsistent with the restrictions of this Section 9 may result in termination of the Services without prejudice to any other Vonage Business rights or remedies.

#### **10. FRAUDULENT USE OF SERVICE.**

Customer shall bear the risk of loss and assume all liability arising from any prohibited, unauthorized or fraudulent usage of Services. Any such prohibited, unauthorized or fraudulent use shall be deemed a material breach of the Agreement by Customer. Customer is responsible to secure all credentials used to access the Services, including credentials used by telephones or softphones and credentials used by end users or administrators, as well as the media access control (MAC) address of telephones used by Customer. Customer acknowledges that placing telephones on a publicly accessible internet protocol address or a publicly accessible network will subject the Customer to a higher level of risk for fraudulent activity. Customer shall not be excused from paying for Services or any portion thereof on the basis that fraudulent calls, and any charges associated with such calls (e.g. long distance charges), comprised a corresponding portion of the

Services. In the event Vonage Business discovers fraudulent calls being made, Customer consents to Vonage Business taking actions it deems reasonably necessary (including blocking access to particular calling numbers or geographic areas), without notice to Customer, to prevent such calls from taking place. Customer acknowledges and agrees that Vonage Business: (a) is under no obligation to investigate the authenticity of calls charged to Customer's account, (b) is under no obligation to take action to prevent such calls from being made, and (c) is not liable for any fraudulent calls processed by Vonage Business and billed to Customer's account.

#### **11. NO RESALE.**

Customer represents and warrants that it will be the ultimate end user of the Service. Customer shall not in any way resell, license, permit or otherwise allow any third party to use the Services without receiving Vonage Business's prior written consent, which may be withheld or conditioned in Vonage Business's sole discretion.

#### **12. THIRD PARTY NETWORKS.**

In some cases, Vonage Business may utilize the public Internet and third party networks outside of its control in conjunction with the provision and maintenance of the Services and its websites. In such cases, Vonage Business makes no representation that the Internet or any such third party network will adequately secure or protect the privacy of Customer or any end user's personal information, and Vonage Business expressly denies any associated liability. Actions or inactions caused by these third party networks can result in situations in which Vonage Business customers' connections may be impaired or disrupted. Although Vonage Business will use commercially reasonable efforts to remedy or avoid such events, Vonage Business expressly disclaims warranties with respect to these third party networks or any disruptions that may occur thereon.

#### **13. REQUIRED MAINTENANCE.**

Vonage Business reserves the right to perform repair and maintenance on or upgrade, update or enhance (collectively, the "Maintenance") its network, infrastructure, website(s), Services and Vonage Business Equipment with or without prior notice or liability to Customer, even if the Maintenance causes a partial or full disruption of the Services; provided, however, and subject to Vonage Business's business needs, Vonage Business shall use commercially reasonable efforts to perform the Maintenance in a manner so as to avoid unduly interfering with Customer's use of the Services, including by providing reasonable commercial notice where feasible.

**14. VOICE-TO-TEXT AND TEXT-TO-VOICE LIMITATIONS.**

Certain Vonage Business Services may provide a function that allows voicemails to be converted to text and vice-versa. Customer understands and agrees that Vonage Business's voice-to-text ("VTT") and text-to-voice ("TTV") features may not accurately transcribe voicemails or articulate text messages, respectively. Customer is solely responsible for checking the original message and verifying the accuracy of the message when using any VTT or TTV features. Vonage Business expressly disclaims all liability with respect to the conversion of voicemails to text or vice-versa.

**15. SUPPORT AND SERVICE LEVEL COMMITMENTS.**

Customer will timely report any issues, trouble or problems affecting Service to Vonage Business using a Customer-initiated trouble ticket (a "Trouble Ticket"). Trouble Ticket procedures and additional information for Vonage Business support can be found at <https://enterprise.vonage.com/support>. Calls to and from Vonage Business customer service, sales or other representatives may be recorded and/or monitored for quality assurance and training purposes and by speaking with such Vonage Business representatives, Customer consents to such recording and/or monitoring. If Vonage Business does not meet a performance or other service level commitment set forth in an applicable Service Level Agreement, and upon Customer's timely request submitted in accordance with this Agreement or the applicable Service Level Agreement, a service credit will be issued to Customer as stated in the applicable Service Level Agreement. Customer's sole remedies for any non-performance, outages, failures to deliver or defects in Service are set forth in the applicable Service Level Agreement and these Terms.

**16. CUSTOMER DATA; SUGGESTIONS AND FEEDBACK.**

Customer hereby grants Vonage Business a non-exclusive, non-transferable (except in connection with any assignment of this Agreement) license to copy, store, record, transmit, display, view, print, and use Customer Data, solely to the extent necessary to provide the Services to Customer. In the event that Customer provides Vonage Business with suggestions, enhancement requests, recommendations, proposals, documents, or other feedback with respect to the Services or Software (collectively, "Suggestions"), Customer grants Vonage Business and its Affiliates a royalty-free, worldwide, irrevocable, perpetual license to use, modify, and distribute such Suggestions in connection with efforts to improve, enhance or modify the Services or Software without compensation or attribution to Customer of any kind.

**17. DEFAULT AND REMEDIES.**

a. **Customer Default.** If Customer either (a) fails to make any payment when due and such failure continues for five (5) business days after written notice from Vonage Business, or (b) fails to observe or perform any other material term of this Agreement and such failure continues for thirty (30) days after written notice from Vonage Business, then Vonage

Business may elect to: (i) terminate this Agreement and/or any Sales Order, in whole or in part; (ii) immediately suspend Customer's Service, in whole or in part; or (iii) pursue all remedies Vonage Business may have at law or in equity.

b. **Suspension of Services.** Notwithstanding any other provision of this Agreement, Vonage Business may suspend Customer's right to access or use any portion or all of the Service immediately and without liability to Customer in any of the following circumstances: (i) Customer's use of the Service violates Applicable Laws or the AUP; (ii) Vonage Business is legally required to suspend or terminate Service; (iii) Customer's use of the Service poses a security risk to the Service or any third party or may subject Vonage Business or any third party to liability; or (iv) the occurrence or threat of any other event or circumstance for which Vonage Business reasonably believes that suspension of Service is necessary to protect the Vonage Business (or other third-party) network, systems or customers.

c. **Vonage Business Default.** If Vonage Business fails to observe or perform any material term of this Agreement, other than non-performance under or failure to comply with any Service Level Agreement, Customer may terminate any applicable Sales Order only after Customer has delivered written notice of such failure to Vonage Business, such notice to contain reasonable detail describing any breach, and Vonage Business has failed to remedy such failure within thirty (30) business days of its receipt of Customer's written notice. In the event such failure is not capable of cure within the 30-day period, the time for Vonage Business to cure will be extended to sixty (60) business days from the date that Vonage Business received notice of such breach so long as Vonage Business is diligently attempting to remedy such breach during that period.

#### **18. WARRANTY DISCLAIMER.**

VONAGE BUSINESS PROVIDES THE SERVICES, EQUIPMENT AND SOFTWARE ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OR REPRESENTATION OF ANY KIND (EXCEPT FOR ANY THIRD PARTY MANUFACTURER WARRANTIES THAT MAY BE APPLICABLE TO EQUIPMENT PURCHASED BY CUSTOMER FROM VONAGE BUSINESS), WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. VONAGE BUSINESS MAKES NO WARRANTY THAT THE SERVICES WILL MEET CUSTOMER REQUIREMENTS, SPECIFICATIONS, EXPECTATIONS OR THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE, THAT ANY DEFECTS IN THE SERVICES WILL BE CORRECTED, THAT THE SERVICES WILL OPERATE IN COMBINATION WITH CUSTOMER CONTENT, CUSTOMER APPLICATIONS, OR WITH ANY OTHER

HARDWARE, SOFTWARE, SYSTEMS OR DATA NOT PROVIDED BY VONAGE. CUSTOMER ACKNOWLEDGES THAT VONAGE DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. VONAGE BUSINESS IS NOT RESPONSIBLE FOR MESSAGES OR INFORMATION LOST OR MISDIRECTED DUE TO INTERRUPTIONS OR FLUCTUATIONS IN THE SERVICES OR THE INTERNET IN GENERAL, OR FOR ANY ISSUES RELATED TO THE PERFORMANCE, USE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM CUSTOMER'S USE, CUSTOMER CONTENT, CUSTOMER APPLICATIONS, OR THIRD PARTY CONTENT. VONAGE DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES REGARDING THE RELIABILITY, ACCURACY, COMPLETENESS, CORRECTNESS OR USEFULNESS OF THIRD PARTY CONTENT. TO THE EXTENT THAT VONAGE BUSINESS CANNOT DISCLAIM ANY WARRANTIES IN CERTAIN JURISDICTIONS, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW. ALTHOUGH REASONABLE EFFORTS ARE MADE TO PROVIDE SECURITY FOR VOICEMAILS AND FAX TRANSMISSIONS, VONAGE BUSINESS MAKES NO GUARANTEES OR WARRANTIES OF SECURITY.

#### **19. LIMITATION OF LIABILITY.**

NEITHER VONAGE BUSINESS, NOR ITS AFFILIATES, VENDORS, SUPPLIERS, DISTRIBUTORS, CHANNEL AND OTHER MARKETING PARTNERS OR OTHER REPRESENTATIVES SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, REPLACEMENT COSTS, OR ANY LOSS OF REVENUE OR PROFITS, CONTENT, DATA, OR DATA USE, EVEN IF VONAGE BUSINESS HAS BEEN INFORMED IN ADVANCE OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE REASONABLY BEEN FORESEEN BY VONAGE BUSINESS. VONAGE BUSINESS'S AGGREGATE LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL IN NO EVENT EXCEED THE TOTAL AMOUNTS ACTUALLY PAID TO VONAGE BUSINESS UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO A CLAIM SUBJECT TO THIS SECTION 19. THE PARTIES ACKNOWLEDGE AND ACCEPT THE REASONABLENESS OF THE DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 19.

#### **20. INDEMNIFICATION.**

Customer agrees to defend, indemnify and hold harmless Vonage Business from and against any loss, damage or costs (including reasonable attorney's fees) incurred in connection with claims made or brought against Vonage Business by a third party arising from or relating to:

(i) any act, error, omission, fault, negligence, or misconduct of Customer or any user of the Services, Software or Vonage Business Equipment, whether authorized or unauthorized by Customer; (ii) Customer's breach of any obligation, warranty, representation, or covenant of this Agreement or the AUP; (iii) any claim by any employee or invitee of Customer or user other than a claim based on the gross negligence or willful misconduct of Vonage Business; (iv) any claim by any customer of Customer, end user or other third party relating to, or arising from, Customer Data or Customer's use of the Services, Software or Vonage Business Equipment; or (v) violation of any Applicable Laws by Customer or any Customer employee, contractor or agent.

## **21. CONFIDENTIALITY.**

**a. Confidential Information.** "Confidential Information" means all nonpublic information relating to a Party or its Affiliates that (i) if provided in writing, is marked or labeled as confidential or proprietary, or (ii) if provided verbally, is designated as confidential at the time of disclosure, or (iii) even if not so marked, labeled or identified, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. Confidential Information includes, without limitation, all nonpublic information relating to (i) a Party's or its Affiliates' technology, customers, employees, business plans, agreements, finances and other business affairs, (ii) the Vonage Business network or service delivery platform, and (iii) the terms of any Sales Order. Confidential Information does not include any information that (i) has become publicly available without breach of this Agreement, (ii) was known to the Party receiving Confidential Information under this Agreement (the "Receiving Party") at the time of its receipt from the Party disclosing the Confidential Information (the "Disclosing Party") or its Affiliates as shown by documentation reasonably acceptable to Disclosing Party, (iii) is received from a third party who did not acquire or disclose such information by a wrongful or tortious act, or (iv) was independently developed by the Receiving Party without use of any Confidential Information as shown by documentation reasonably acceptable to Disclosing Party.

**b. Non-Use; Non-Disclosure.** Each Party hereby agrees to hold Confidential Information in strict confidence and shall, in any case, protect such Confidential Information with no less diligence than that with which it protects its own confidential or proprietary information of a similar nature. The Receiving Party agrees not to use any Confidential Information of the Disclosing Party for any purpose unrelated to the Services. Each Party may disclose the Confidential Information of the other Party on a "need to know basis" and then only to its and its Affiliates' directors, officers, advisors, employees and other legal, business or financial partners or representatives; provided that all such persons are subject to written confidentiality agreements which contain provisions which are no less restrictive than the provisions of this Section 21. In addition, Vonage Business may disclose this Agreement under a comparable non-disclosure agreement in response to a third party due diligence request supporting a financing or non-ordinary course of business corporate transaction.

c. **Compelled Disclosure.** If the Receiving Party is legally compelled by any means (including deposition, interrogatory, request for documents, subpoena, civil or regulatory investigative demand or similar process) to disclose Confidential Information of the Disclosing Party, subject to applicable laws, the Receiving Party must provide the Disclosing Party with prompt written notice of such legal requirement in order to allow the Disclosing Party to seek a protective order or other appropriate remedy or waive compliance with this Section 21.

d. **Return or Destruction.** Upon the termination or expiration of this Agreement, or at any time upon the request of the Disclosing Party, the Receiving Party shall, at the Disclosing Party's option, return or destroy (and certify as to such destruction) all Confidential Information of the Disclosing Party in its control or possession, other than copies which the Receiving Party may be required to maintain under applicable law or regulation.

## **22. EMERGENCY 911 SERVICES.**

By using the Service or Vonage Business Equipment, Customer acknowledges the limitations of Vonage Business E911 services as described in the E911 Acknowledgement, as well as those set forth in this Section 22. Customer is advised to thoroughly read and understand the E911 Acknowledgement and the options available. Customer acknowledges that it has received the E911 Acknowledgement and has read, understands and agrees to the terms and conditions of the E911 Acknowledgement, and assumes the risks associated with the Vonage Business E911 service limitations.

## **23. LOCAL NUMBER PORTABILITY.**

a. **Number Transfer on Service Activation.** In the event Customer is not utilizing a new phone number for the Services, but rather is transferring an existing phone number (s) which currently is subscribed to a carrier other than Vonage Business for local, long distance and international telephone services, to Vonage Business, the terms and conditions of this Section 23 shall apply:

i. Customer hereby authorizes Vonage Business to process Customer's order for Services and to notify Customer's current local telephone company or other service provider of its decision to switch all local, local toll and long distance services to Vonage Business, and represents and warrants that Customer is authorized to take this action;

ii. Customer agrees and acknowledges that if the Vonage Business Equipment is set up prior to the date that the number switch becomes effective ("Port Effective Date"), Customer may only be able to make outgoing calls over the phone connected to the Vonage Business Equipment. In such event, Customer should keep another phone connected to an existing

phone extension at its service location to receive incoming calls until the Port Effective Date, after which Customer will be able to both make and receive calls using the Service. Customer agrees and acknowledges that if its Vonage Business Equipment is not yet activated as of the Port Effective Date, its existing phone service for the number being transferred may be disconnected and Customer may have no service for that line. Therefore, to avoid an interruption in Customer's phone service, Vonage Business Equipment must be installed prior to, or on, the Port Effective Date. An estimate of the Port Effective Date will be sent to Customer via e-mail by Vonage Business following completion of the ordering process.

b. **Number Transfer on Service Termination.** Vonage Business or its providers may receive requests from other telephony providers ("Requesting Party") acting as agents on Customer's behalf to port a telephone number currently assigned to Customer to a third party provider ("Port-Out"). Vonage Business will support all such requests and will cooperate with the Requesting Party to perform any Port-Out in accordance with the Requesting Party's reasonable directions and Vonage Business's or its vendors' standard operating procedures. Customer will be responsible for all monthly, usage and disconnect fees associated with Service until the Port-Out date of completion or last date of the service period, whichever comes last. Vonage Business assumes no liability for costs associated with any numbers that cannot be ported or that Customer chooses not to port.

#### **24. GENERAL.**

a. **Assignment.** This Agreement inures to and is binding upon the Parties' successors and permitted assignees. Customer shall not assign this Agreement without Vonage Business's prior written consent, not to be unreasonably conditioned, withheld or delayed; provided that Customer may, without consent, but with reasonable prior written notice, assign its rights and obligations hereunder to any parent, affiliate or subsidiary of Customer or pursuant to any merger, acquisition, reorganization, sale or transfer of all or substantially all its assets; provided, however, that any proposed assignee shall be at least as creditworthy as Customer (as reasonably determined by Vonage Business), shall agree in advance and in writing to assume and be bound by all provisions of this Agreement, and shall deliver to Vonage Business fully-executed documents reasonably acceptable to Vonage Business establishing the terms of such an assignment. Any assignment by Customer other than as permitted by this Section 24(a) shall be void and of no force or effect.

b. **Force Majeure.** Neither Party is liable for any failure of performance (other than for delay or performance in the payment of money due and payable hereunder) to the extent such failure is due to any cause or causes beyond such Party's reasonable control, including acts of God, fire, explosion, vandalism, cable cut, adverse weather conditions, governmental action, acts of terrorism or strikes and similar labor difficulties. Either Party's invocation of this clause will not relieve Customer of its obligation to pay for any Services actually

provided or permits Customer to terminate any Services except as expressly provided herein. In the event such force majeure event prevents the availability or material use of the affected portion of Services and such event continues for more than thirty (30) consecutive days, either Party may terminate the affected portion of the Services without liability.

c. **Intellectual Property and Publicity.** Except as explicitly granted herein, neither Party is granted a license or other right (express, implied or otherwise) to use any trademarks, copyrights, service marks, logos, trade names, patents, trade secrets or other form of intellectual property of the other Party or its affiliates without the express prior written authorization of the other Party. Customer will not issue any press release or other public statement relating to this Agreement, except as may be required by law or agreed by Vonage Business in a writing signed by an authorized representative of Vonage Business's Corporate Communications department. Customer agrees that Vonage Business may identify Customer using its name, trademarks and/or logos in its marketing collateral, presentations and websites, provided that Customer may revoke such right with written notice to Vonage Business at any time.

d. **Nonexclusive.** This Agreement is non-exclusive. Nothing in this Agreement prevents either Party from entering into similar arrangements with other persons or entities.

e. **Notices.** Except as otherwise provided in this Agreement,

i. **To Customer:** In the event Vonage Business is required or desires to provide Customer with notice under this Agreement, it will provide electronic notice to the e-mail address on file. In the event Customer changes its e-mail address for notice purposes, Customer shall advise Vonage Business immediately in writing. Customer hereby agrees to electronic delivery of all required notifications, including invoices, unless otherwise expressly provided herein.

ii. **To Vonage Business:** Any notice required or given under this Agreement to Vonage Business (except for billing disputes as described in Section 6) will be in writing and delivered to Vonage Business as follows:

Vonage Business  
Attn: Legal Department  
7900 West Park Drive, Suite A-315  
McLean, VA 22102

And to:

Vonage Business Client Services  
Attn: Vice President Operations  
7900 West Park Drive, Suite A-315  
McLean, VA 22102

Copies of notices shall be sent via fax or e-mail (which shall not constitute formal notice) to:

Office of the Chief Legal Officer  
Vonage Business  
Facsimile: 1.732.202.5221  
E-mail: [VonageBusNotices@vonage.com](mailto:VonageBusNotices@vonage.com)

Such address and contact information may be changed by either Party by prior written notice to the other Party in accordance with this paragraph. A notice will be deemed to be duly given (i) on the date of delivery if personally delivered by hand or by a nationally recognized overnight express courier, or (ii) upon the third day after such notice is deposited in the United States mail, if mailed by registered or certified mail, postage prepaid, return receipt requested. For clarity, e-mail or fax notices are informational only and shall not constitute formal notice.

f. **Facsimile and Electronic Transmission; Counterparts.** Sales Orders, and other documents that may be executed in connection with the Services (collectively “Service Documentation”), may be executed and delivered by facsimile or electronic transmission, and upon receipt, such transmission shall be deemed the delivery of an original. Service Documentation may be executed in several counterparts, each of which when executed shall be deemed to be an original, and such counterparts shall each constitute one and the same instrument.

g. **Electronic Communications and Consent to use of Electronic Signatures and Records.** By ordering, purchasing or using the Services, Customer agrees that Vonage Business may provide to Customer by use of electronic communications any required notices, agreements and other information concerning Vonage Business, including changes to these Terms. In addition, by clicking “I Agree” or “I Accept” (or similar) anywhere on a Vonage Business website or webpage Customer agrees and acknowledges to conduct business electronically and be bound by the applicable agreement, document or transaction.

h. **Basis of Bargain; Failure of Essential Purpose.** Customer acknowledges and agrees that Vonage Business has established its prices and entered into this Agreement in reliance upon the limitations and exclusions of liability and the warranty disclaimers set forth in this Agreement, and that they are an essential basis of the bargain

between the parties and are material terms of this Agreement. The Parties agree that the limitations and exclusions of liability and warranty disclaimers specified in this Agreement will survive and apply even if found to have failed their essential purpose, and Customer hereby waives its right to contest the enforceability of any provision of this Agreement by reason of such failure.

i. **No Commitments.** Customer represents that Vonage Business has made no commitments or promises orally or in writing with respect to delivery of any future features or functions. In relation to any future features or functions, all presentations, RFP responses, and/or product roadmap documents, information or discussions, either prior to or following the date herein, are informational only, and are not the basis for, nor part of this Agreement or any Sales Order. Vonage Business has no obligation to provide any future releases or upgrades or any features, enhancements or functions, unless specifically agreed to by both Parties. Customer acknowledges that its purchasing decisions are not based upon any future features or functions.

j. **Survival, Modification.** The terms and conditions of this Agreement will survive the expiration or other termination of this Agreement to the fullest extent necessary for their enforcement and for the realization of the benefit thereof by the Party in whose favor they operate. Except for the rights of Vonage Business in Section 1, all modifications, amendments, supplements to or waivers of this Agreement must be in writing and executed by authorized representatives of both parties.

k. **Relationship of the Parties.** The relationship of Vonage Business and Customer shall not be that of partners, agents or joint venturers for one another, and nothing contained in the Agreement shall be deemed to constitute a partnership or agency agreement between the Parties for any purposes. Vonage Business and Customer shall be independent parties and shall discharge their contractual obligations at their own risk subject to the terms of this Agreement.

l. **Third Party Services.** Vonage Business may use or rely on one or more licensors, service providers, and/or equipment providers or equipment lessors whose products, equipment and/or services are provided in conjunction with, or incorporated into, the Services and/or Vonage Business Equipment (“Third-Party Services”). Each provider of such Third-Party Services (a “Third-Party Service Provider”) is expressly made a third party beneficiary under the applicable Sales Orders and this Agreement and shall have the right to enforce the terms and conditions of the Sales Orders and this Agreement respecting any terms affecting such Third-Party Service Provider as if such Third-Party Service Provider were a party to the Sales Order and/or this Agreement. Further, Third-Party Services may be governed by

separate legal terms and conditions, which may be found or identified in documentation or on other media delivered with the Third-Party Services and which are incorporated by reference into these Terms and shall govern the use of Third-Party Services. Customer agrees to comply with such terms and conditions of all Third-Party Services and Third-Party Service Providers. Any non-compliance with terms and conditions of Third Party Service Providers shall be considered non-compliance with these Terms.

m. **Waiver.** The failure of either Party to enforce compliance with a provision of this Agreement shall not be construed as a general waiver of such provision or any other provision.

n. **Severability.** If any term, covenant or condition contained in this Agreement or any Sales Order is, to any extent, held invalid or unenforceable in any respect under the laws governing this Agreement, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

o. **Governing Law.** The laws of the State of Delaware will govern this Agreement, without reference to its principles of conflicts of laws. Because this agreement is a transaction in interstate commerce, the Federal Arbitration Act (“FAA”), and not state arbitration law, shall govern the interpretation and enforcement of the arbitration provision in Section 25, below.

p. **Entire Agreement.** This Agreement, together with the applicable Sales Order(s), supersedes any prior or contemporaneous agreements, statements, understandings, writings, commitments, or representations concerning its subject matter, as between Customer and Vonage Business.

q. **Export Controls.** Customer agrees to comply fully with all relevant export laws and regulations of the United States, including the U.S. Export Administration Regulations, administered by the Department of Commerce. Customer also expressly agrees that it shall not export, directly or indirectly, re-export, divert, or transfer any portion of Vonage Business Service, Equipment or Software to any destination, company, or person restricted or prohibited by U.S. export controls.

## **25. DISPUTE RESOLUTION; BINDING ARBITRATION.**

a. **Management Resolution.** In the event either Party has a dispute or claim against the other Party (except with respect to invoice disputes which are addressed in Section 6), the disputing Party shall provide written notice to the other Party in accordance with the provisions of Section 24(e), above. The Parties agree to escalate disputes to their respective management, who will use commercially reasonable efforts to resolve the dispute by consulting with each other in good faith to reach an equitable

resolution satisfactory to both parties within thirty (30) days of the receipt of notice. Neither Party shall pursue or commence proceedings regarding the dispute in any court, administrative arbitral or other adjudicative body prior to engaging in such consultations and negotiations. In the event the dispute is not resolved, and the claim falls within the dollar limit allowed by applicable state law along with any other jurisdictional requirements, either Party may seek to have that dispute resolved in small claims court in any state in which Services are provided to the Customer by Vonage Business.

b. **Binding Arbitration.** If negotiations fail to resolve the dispute within thirty (30) calendar days, and/or small claims court is not a valid option due to the size or nature of the claim, all disputed claims (except for claims relating to intellectual property rights, indemnity, or confidentiality obligations, fraudulent or unauthorized use, theft, or piracy of service, or matters relating to injunctions or other equitable relief) must be resolved by binding arbitration before a single arbitrator in accordance with the rules of the American Arbitration Association (“AAA”) then in effect. This agreement to arbitrate is intended to be given the broadest possible meaning under Applicable Laws. The initiation of an arbitration dispute shall not otherwise prevent Vonage Business or Customer from terminating Services in accordance with the Terms.

c. **Notice.** A Party who intends to seek arbitration must first send to the other Party a written notice of dispute, which must describe the nature and basis of the dispute and set forth the specific relief sought. If an agreement to resolve the dispute is not reached, an arbitration proceeding may be commenced by downloading or copying a form from the AAA website (<http://www.adr.org>). The amount of any settlement offer made by Customer or Vonage Business shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which Customer or Vonage Business is entitled.

d. **Location.** All hearings conducted as part of the arbitration shall take place at a location, convenient to Customer, based upon Customer’s billing address. If Customer claim is for \$10,000 or less, Customer or Vonage may request that the arbitration be conducted solely on the basis of documents submitted to the arbitrator or through a telephonic hearing. If either party objects, then the arbitrator shall proceed to an in-person hearing as established by the AAA Rules. If Customer claim is in excess of \$10,000, the right to a hearing will be determined by the AAA rules.

e. **Costs.** Each Party will be responsible for its own costs incurred in the arbitration, including arbitration filing fees and attorneys' or expert witness fees. The arbitrator's costs and expenses shall be shared equally between the Parties. If a Party elects to appeal an award, the prevailing Party in the appeal shall be entitled to recover all reasonable attorneys' fees incurred in that appeal.

f. **Waiver of Jury Trial.** Customer and Vonage Business agree that, by entering into this agreement, Customer and Vonage Business are waiving the right to a trial by jury. Customer and Vonage Business agree that the arbitrator may award relief only in favor of the individual Party seeking relief and only to the extent necessary to provide relief warranted by that Party's individual claim. The arbitrator may not award special, indirect, punitive, incidental or consequential damages. CUSTOMER AND VONAGE BUSINESS AGREE THAT CUSTOMER MAY BRING CLAIMS AGAINST VONAGE BUSINESS ONLY IN CUSTOMER'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING AND THAT CUSTOMER EXPRESSLY WAIVES ITS RIGHT TO BRING A CLASS ACTION SUIT. Customer and Vonage Business agree that the arbitrator may not consolidate more than one person's or entity's claims, and may not otherwise preside over any form of a representative or class proceeding.

Ver. E1.0, Effective January 7, 2016

## **Solutions**

Solutions Overview

Cloud Services

Plans

## **Support**

Phones

## **Partners**

Channel Partner Program

## **Why Vonage Business**

Request a Quote

Careers



**1-877-862-2562**

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Customer Name: City of Greenriver  
Billing Address: 50 East 2nd  
North Green River, WY, 82935  
Contact Name: Brandon Corthell  
Phone: (307) 872-0500  
Email: bcorthell@cityofgreenriver.org  
Fax:  
Service Address: City Of Greenriver  
50 East 2nd  
North Green River, WY, 82935

### Customer Sales Order

Created Date: 3/17/2016  
Expiration Date: 4/17/2016  
Sales Order #: SS019070  
Prepared By: Greg Slater  
Phone:  
Fax:  
Email: gregory.slater@vonage.com  
Initial Service 36 Months  
Term:  
Requested Install  
Date:

**Summary of Charges: (Detail on next page)**

Total Monthly Recurring Charges \$242.00 per month\*  
Total Non-Recurring Charges \$650.00\*  
Total Equipment Charges \$0.00 one time\*  
\*plus applicable Taxes and Fees

PRODUCT NOTES (USE BY VONAGE ONLY):  
Physical address for installation is required.



Customer Sales Order

Monthly Recurring Charges (MRC)

Qty	Product #	Description	Monthly Recurring Charges (MRC)	Ext Monthly Charges
10	V-3711	DID 20 Numbers	\$5.00	\$50.00
24	V-3747	Metered SIP Trunk	\$8.00	\$192.00
			Sub Total MRC*	\$242.00

\*plus applicable Taxes and Fees

Non-Recurring Charges (NRC)

Qty	Product #	Description	Non-Recurring Charge (NRC)	Ext NRC
10	V-3711.a	Activation: DID 20 Numbers	\$5.00	\$50.00
24	V-3747.a	Activation: Metered SIP Trunk	\$25.00	\$600.00
			Sub Total NRC*	\$650.00

\*plus applicable Taxes and Fees

Customer

Vonage Business Inc.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name of Authorized Signatory

\_\_\_\_\_  
Printed Name of Authorized Signatory

\_\_\_\_\_  
Title

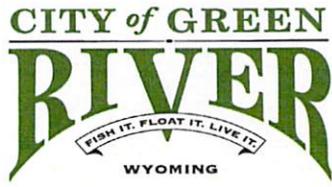
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

This Sales Order constitutes the valid and binding agreement between Vonage Business and the Customer identified above to purchase and use the Vonage Business products and services specified in this Sales Order. This Sales Order, together with any terms or conditions set forth in any applicable amendment, addendum, exhibit or schedule to this Sales Order, is subject to and governed by the Vonage Business Terms of Service set forth at <https://enterprise.vonage.com/terms> (the "Service Terms"), which include provisions relating to payment, collection, early termination, limitations of liability and E911 service, and which are hereby made part of and incorporated by this reference into the Sales Order. Any capitalized terms not otherwise defined in this Sales Order shall have the meaning ascribed to such terms in the Service Terms. The person whose signature appears above warrants that they are authorized to sign this Sales Order and to acknowledge and accept the Service Terms. Prices do not include applicable Taxes and Fees.





City of Green River  
City Council Meeting  
Agenda Documentation

Preparation Date: April 27, 2016	Department: Finance
Meeting Date: May 3, 2016	Department Head: Chris Meats
	Presenter: Chris Meats

**Subject:**

Approval of a Maintenance Agreement with Fidelis Power Solutions, LLC

**Background/Alternatives:**

This is an agreement to service the battery backup module for the network systems at the Recreation Center.

**Attachments:**

Agreement

**Fiscal Impact:**

The maintenance contract is \$1,189

**Staff Impact:**

Minimal

**Legal Review:**

The Agreement has been submitted to Counsel for Review.

**Legal Review:**

I move to approve the agreement with Fidelis Power Solutions, LLC, for maintenance of the battery backup system at the Rec Center, in the amount of \$1,189, pending legal review.



March 2, 2016

**Fidelis Power Solutions, LLC**

**P.O. Box 792**

**Bountiful, UT 84011**

**(949) 395-2212**

### **Service Agreement for Critical Power Equipment**

Doug,

I am pleased to provide this service proposal for your critical power equipment and to offer you the option to secure this quoted price for up to 5 years. I am confident that FPS (Fidelis Power Solutions) will deliver superior service at a very competitive price.

Scope of Work – UPS Full Service – Annual

- Perform a complete visual inspection of all internal sub-assemblies, wiring harnesses, contactors, cables and major components.
- Perform temperature checks on breakers, connections & associated controls.
- Check for proper clearance around unit.
- Check air filters for cleanliness, clean or replace as needed.
- Check modules for – rectifier & inverter snubber circuit board discoloration, power capacitors for swelling or leakage, capacitor vent caps extruded more than 1/8", fans for proper operation (noise/vibration/cleanliness).
- Record all meter readings and calibrate as necessary, where possible.
- Measure and record phase-to-phase input/output/bypass/battery voltage & currents.
- Review alarm log/history for any irregular activity.

- Verify remote status panel operation.
- Review system performance with customer to address any questions & schedule any repairs.
- Implement manufacturer field change notices.
- Perform functional system test upon customer approval.
- Provide inspection report with recommendations to customer within 72 hours.
- Clean interior and exterior of unit.
- Check all contacts to ensure secure connections.
- With customer approval, perform operational test of the system including unit transfer and battery discharge.
- Measure and calibrate all electronics to system specifications.

#### VRLA Battery – Semi-Annual Service

- Measure and record overall system DC voltage and current levels
- Measure and record ambient room temperature level
- Check jar & cover for signs of leakage
- Check for corrosion on terminal post and connector
- Check general appearance and cleanliness of battery modules
- Perform Safety checks: confirm proper warning/hazard labels, proper operational info/placards, safety equipment & supplies for proper amount & location.
- Provide inspection report with recommendations to Customer within 72 hours.
- IR Thermal scan all batteries & associated AC & DC power components, buss-work & circuit breakers
- Verify input/output voltage on inverters/converters and test alarms, as applicable

Note – Preventative Maintenance may require placing the Critical Load onto Maintenance Bypass to ensure electrical integrity.

\*Fidelis Power Solutions only uses the latest and up to date calibrated tools and equipment.

#### \*Full Service Agreement Entitlements:

- 24/7 emergency service
- 100% coverage of UPS parts, labor, travel and on-site time coverage for remedial and emergency repairs after certified PM has been completed
- Unlimited access to Technical Support Team 24/7/365
- After hours calls taken by on-call Senior Field Engineer

**\*Full Service Agreement & Pricing Does Not Include:**

DC & AC capacitor failure due to components used past life expectancy, not replaced per manufacturer's recommendation or replacement of any other failed system component due to age or adverse environmental conditions, i.e., leaking roof, extreme temperature, etc., deemed necessary by subject matter expert, i.e., FPS. Any associated batteries are not included in this Full Service Agreement with exception to those covered under manufacturer warranty. In event of catastrophic failure, Fidelis Power Solutions reserves the right to replace existing UPS with an equivalent UPS system that may not be the same manufacturer. Full service agreement is contingent upon successful completion of initial Preventative Maintenance to ensure equipment is in proper operating condition.

In addition, Fidelis Power Solutions offers a full range of complementary critical power services. Please visit our web page: [www.fidelispower.com](http://www.fidelispower.com)

Thank you for your time and this opportunity.

Fidelis Power Solutions guarantees our quoted rate to your company on 12 to 60 months term options. We commit to holding the following quoted price constant for the term you select for up to 60 months.

Please select the term that best suits your company's needs.

1. \_\_\_\_\_ 12 months
2. \_\_\_\_\_ 24 months
3. \_\_\_\_\_ 36 months
4. \_\_\_\_\_ 48 months
5. \_\_\_\_\_ 60 months

Agreement Effective Date: \_\_\_\_\_

At any time during this Agreement, you may cancel, penalty-free. Fidelis Power Solutions only charges for services performed prior to the Agreement termination, effective 30 days from receipt of written notification.

Item:	Description:	Annual Pricing:
<b>SYAF8K</b>	APC Symmetra LX 8kva	\$1,189

FULL SERVICE, UPS – 2PM’s w/ annual Thermography

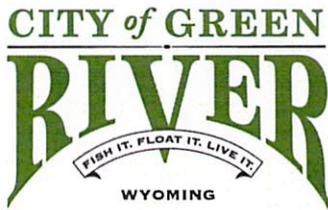
FULL SERVICE, Batteries - 2 PM’s annual and semiannual

Annual Service Agreement Price = **\$1,189** per year for years 1 through 5.

Scheduling Contact Info:

Signature \_\_\_\_\_

Billing Contact Info: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



City of Green River  
City Council Meeting  
Agenda Documentation

Preparation Date: April 27, 2016	Department: Finance
Meeting Date: May 3, 2016	Department Head: Chris Meats
	Presenter: Chris Meats

**Subject:**

Approval of the 2016 Terms of Payment Agreement with the Lagoon Corporation

**Background/Alternatives:**

The agreement allows the City to sell Lagoon All-Day passports to the employees of the City at a discounted rate.

**Attachments:**

Agreement

**Fiscal Impact:**

N/A

**Staff Impact:**

N/A

**Legal Review:**

Pending Legal Review, the document has been sent to legal counsel.

**Suggested Motion:**

I move to approve an agreement with the Lagoon Corporation to sell discounted Lagoon passports to City employees, pending any changes from Legal Counsel.

# 2016 Lagoon Pricing Information

Dear Event and/or Pre-Sold Ticketing Chairperson:

Collect & Bill Tickets:

Upon arriving at Lagoon each member of your picnic party will present his/her ticket at any entrance gate. Please note "Collect & Bill" indicates that you and your organization will be billed the group rate, according to your group package, for each ticket redeemed. The tickets are good only for your picnic group on your picnic date. Lagoon is not responsible for lost, stolen or mishandled tickets.

*If you need additional tickets, or need to make changes to your arrangements, please let us know at least two weeks in advance.*

Group Discount Single Day Passports (Pre-Sold):

Group Discount Single Day Passports require a minimum purchase of 25 tickets (initial order only), and are valid any operational day of the 2016 Season. Tickets are valid for resale to your organization's members, direct clientele and/or employees only. Resale of these tickets to the general public will result in cancellation of this program with your organization. Payments are to be made within 30 days of invoice date to avoid penalty. Lagoon is not responsible for lost, stolen or mishandled tickets once received by your organization. Any change in resale price, from suggested resale price, requires prior approval from Lagoon. Unused tickets, in your organization's possession, may be returned to Lagoon for a refund **if returned on or before November 11, 2016**. All tickets returned after that date will be credited to your account for the 2017 Season.

Collect & Bill Pricing (Picnic Date)\*:

	<b>Single Day Passport</b> (48 inches in height and above)	<b>Youth Day Passport</b> (Under 48 inches in height)	<b>Senior Day Passport</b> (65 years of age & older)
<b>Standard Rates:</b>	\$53.95 + tax	\$38.50 + tax	\$47.95 + tax
<b>Great Group Deal Rates:</b> <i>Discounted "Collect &amp; Bill" program for groups of 25 and larger.</i>	\$38.50 + tax	\$38.50 + tax	\$38.50 + tax

Discount Single Day Passport Pricing (Pre-Sold)\*:

<b>Standard Single Day Passport</b> (48 inches in height and above)	<b>Group Single Day Passport</b> (All Ages)
\$53.95 + tax	\$38.50 + tax

\* Above prices do not include the cost of meal deal tickets or the All-You-Can-Eat catered meal. X-Venture Zone attractions are not included with the Single Day Passports.

Initial: \_\_\_\_\_

2016 Lagoon Pricing Information Continued...

### Important Information & Guidelines for Event & Pre-Sold Chairpersons:

1. Please inform members of your group that the Rides are scheduled to open at 10:00 a.m. on Saturdays and 11:00 a.m. Sunday through Friday. During Frightmares, rides are scheduled to open at 11:00 a.m. on Saturdays and Sundays and 5:00 p.m. on Fridays. Lagoon A Beach is scheduled to open from Memorial Day Weekend to Mid-September, weather and other factors permitting. Hours of operation are subject to change without prior notice. For a complete calendar please visit Lagoonpark.com
2. Minors, under the age of 18, shall not be permitted to enter the park prior to the scheduled park opening.
3. As a safety measure, **ALL** grills (gas/propane, electric, charcoal, etc.) are prohibited at Lagoon.
4. Insurance Company safety regulations prohibit vehicles from parking on Lagoon premises without special permission. Vehicles shall not be allowed to park near the picnic terraces. See your Group Sales Representative for clarification.
5. To ensure all of our guests and groups have a safe and enjoyable day, we request you talk with your Group Sales Representative a minimum of **15 business days** in advance regarding any activities you are contemplating at your picnic terrace beyond the traditional bingo and prize drawings. We need prior information about music, games, and any other activities that may be distracting to other guests.
6. **It is our policy that no outside commercial caterers are allowed to conduct business at Lagoon. This includes, but is not limited to, the soliciting or delivering of food and/or services on Lagoon Property.**
7. Lagoon offers all services necessary for a successful event. However, if your group finds it necessary to use outside services (excluding catering), any companies, firms, agencies, individuals and/or groups hired by or on behalf of the group shall be subject to prior written approval. Upon prior reasonable notice (15 business days) to Lagoon from the group, Lagoon shall cooperate with such contractors and make reasonable efforts to accommodate them as long as it does not violate Lagoon policies or interfere with the use and enjoyment of Lagoon by other guests.
8. All displays, banners and/or decorations proposed by your group will be subject to the prior approval of Lagoon in each instance.
9. Any personal property of group or group's guests brought onto Lagoon premises and left thereon, either prior to or following the event, will be at the sole risk of the group, and Lagoon will not be liable for any loss of or damage to this property for any reason.
10. Signs and banners are not allowed in Lagoon's public areas without Lagoon's consent and direction. All signs must adhere to Lagoon standards (See Guest Rules/Code of Conduct) and their placement and posting must be pre-approved by the Group Sales/Picnics Department(s). Nothing shall be posted, nailed, screwed, stapled or otherwise attached to walls, floors, stages or other parts of the building. Distribution of gummed stickers or labels is strictly prohibited. If your group decides to hang or adhere posters, banners or other material in your picnic terrace, your group sales representative must be notified of this request **15 business days** in advance, and will assist your group with the request in order to avoid damage to walls, etc. **Any damage as a result of not having prior approval will be billed to your group.**
11. Any equipment, such as microphones, extension cords, ice tubs, dishes, etc. borrowed by a group must be returned to Lagoon in good condition. Any damaged or missing equipment will be billed to the group.

I have read and understand the above information and guidelines:

Initial: \_\_\_\_\_

## Billing and Terrace Information

### Group Reservation Requirements

Lagoon requires all new customers to submit a W-9 Form with their signed Terms of Payment Agreement. A completed Terms of Payment Agreement must be received in the Group Sales Office 10 business days before your event. All non-corporate sponsored events may be required to make a deposit.

### Picnic Single Day Passport Billing

Single Day Passports are billed according to usage. Lagoon will issue more than enough Passport Vouchers so you don't need to know the exact attendance up front. You distribute or sell the vouchers to participants. Lagoon will bill you only for the vouchers redeemed on the day(s) of your event. Group rates listed in this agreement are for groups of 25 or more; 50 or more for All-You-Can-Eat meals.

### Group Discount Single Day Passport (Pre-Sold) Billing

Single Day Passports will be billed when ordered and require a minimum purchase of 25 tickets (initial order only). Payments are to be made within 30 days of the invoiced date. A 1.5% per month surcharge will be assessed on all past due balances. Unused tickets, in your organization's possession, may be returned to Lagoon for a refund **if returned on or before November 11, 2016**. All tickets returned after that date will be credited to your account for the 2017 Season.

### Payment

Credit cards may be used to pay your bill, however, some restrictions apply. Company checks and money orders\* are accepted in the Group Sales Office only. Personal checks are **not** accepted.

*\*To ensure a money order has been received by the Groups Sales Office they must be hand delivered.*

### Catering Requirements

***A minimum of fifty (50) All-You-Can-Eat meals for groups utilizing Pioneer Village Mining Town Pavilions must be guaranteed; or seventy-five (75) All-You-Can-Eat Meals for groups using all other areas must be guaranteed.*** Meal Service will begin at the scheduled time or labor must be charged per employee at the current charges per employee hour. All-You-Can-Eat meals will be served for sixty (60) minutes. All group members are invited to pass through the line as many times as they wish; ***a maximum of two (2) meat items per pass will be served. The guaranteed number may be changed up until ONE WEEK prior to the function.*** Lagoon will prepare for 10% above the guaranteed number of meals (up to 100 meals) for the All-You-Can-Eat Menu. If the tentative guarantee is not changed before one week prior to the function it will become the final guarantee.

### Catering Billing

***Billing is based on the final guarantee or the total attendance of the group for the day, whichever is greater. All group members (aged 4 and above) in attendance at Lagoon on the scheduled day will be billed for a catered meal.*** Final billing includes the Single Day Passports, the catered meals including any additional services if applicable, and the appropriate taxes. All meals are subject to Sales Tax, and to an additional 1.0% State and County Restaurant Tax.

Initial: \_\_\_\_\_



## Terms of Payment Agreement

2016 Season

Customer Number: \_\_\_\_\_

Name of Company or Organization: \_\_\_\_\_

Contact Person(s): \_\_\_\_\_

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

City/State/Zip Code: \_\_\_\_\_

Email Address: \_\_\_\_\_

We are a:      Corporation \_\_\_\_                      L.L.C. \_\_\_\_                      Partnership \_\_\_\_  
                  Proprietorship \_\_\_\_                      School Event \_\_\_\_                      Other\* \_\_\_\_

\*If other please explain: \_\_\_\_\_

Please Specify (picnic refers to an event held on one date; Pre-sold refers to ticketing valid throughout the season):

Pre-Sold

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

### ***Terms of Payment Agreement***

As outlined in Lagoon's "Billing & Terrace" information, it is agreed that payment for tickets, catering and/or additional services will be made within 30 days from the date billed or 30 days from the invoice date for Group Discount Single Day Passports (Pre-Sold). A 1.5% per month surcharge will be assessed on past due balances. If the account is placed with an attorney for collection, the applicant and guarantors agree to pay court costs and reasonable attorney fees. Any account delinquent for 60 days will be sent to collections. It is also acknowledged that the below signature is one that is authorized to sign for and on behalf of the responsible Company and/or Organization. It is agreed that the policies set forth in Lagoon's "Billing & Terrace" information have been read and understood. The person(s) signing this agreement on behalf of your group warrant that they are authorized to make agreements and bind their principles to this agreement.

Dated This: \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_

By (please print): \_\_\_\_\_

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

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

**Your discount/group tickets will not be valid until this form has been filled out and received by the Group Sales Office.**



City of Green River  
City Council Meeting  
Agenda Documentation

Preparation Date: April 21, 21016	Department: Human Resources
Meeting Date: May 3, 2016	Department Head: Cari Kragovich
	Presenter: Cari Kragovich

**Subject:**

*Approval to continue the City of Green River Flexible Benefits Plan administered through FlexShare Benefits and authorization for the Mayor to sign the Adoption Agreement 2016.*

**Background/Alternatives:**

*The 2016 Flexible Benefits Plan is a benefit option offered to full-time employees which allows them to contribute pre-tax earnings to a medical flexible spending account (MFSA) and/or a Dependent Flexible Spending Account (DFSA). The annual renewal of this Adoption Agreement governs the rules and responsibilities of the Flexible Benefits Plan and provides for yearly discrimination testing in accordance with IRS Regulations.*

**Attachments:**

*Adoption Agreement 2016 - City of Green River Flexible Benefits Plan*

**Fiscal Impact:**

*Fees associated with the Flexible Benefits Plan renewal are unchanged from the 2015 Flexible Benefits Plan Adoption Agreement and are included as part of the Human Resources budget for Benefits Administration.*

**Staff Impact:**

N/A

**Legal Review:**

*Submitted to City Attorney Galen West for review on April 21, 2016.*

# **Adoption Agreement 2016**

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## **City of Green River Flexible Benefits Plan Plan Year Ending December 31, 2016**

The undersigned Employer, by executing this Adoption Agreement, elects to continue the City of Green River Flexible Benefits Plan by adopting said plan document in full. City of Green River shall make the following elections granted under the provisions of the Plan.

1. **The Name of the Employer, Plan Sponsor and Plan Administrator is City of Green River.**

**City of Green River  
50 East 2nd North  
Green River, WY 82935**

**Telephone #: 307-872-6107**

**EIN: 83-6000065**

The Administrator keeps the records for the Plan and is responsible for the Plan. The Administrator may be contacted and answer any questions regarding the Plan.

2. **Employer's Principal Office:** This Flexible Benefits Plan shall be governed under the laws of the State of Wyoming.
3. **Plan Number (IRS Plan Code): 530**
4. **Plan and Plan Year:** The Name of the Plan shall be the City of Green River Flexible Benefit Plan (the "Plan"). The initial Plan Year shall begin July 1, 2015 and shall end December 31, 2015. Future Plan Years will be based on a full twelve-month period beginning each January 1 and ending each December 31.
5. **Effective Date:**
  - ◆ This Flexible Benefit Plan shall be effective as of January 1, 2016.
6. **Open Enrollment for eligible employees will be:**
  - ◆ Shall follow group health insurance.
7. **Plan Entry Date (Eligible Employees become effective to participate):**
  - ◆ First day of month following date of hire.
8. **Eligible Employees Included in the Plan:**
  - ◆ Employees **eligible** to participate in employer group health insurance plan.

### **PLEASE NOTE: IRS REGULATIONS PROHIBIT ELIGIBILITY FOR THE FOLLOWING INDIVIDUALS:**

- ◆ Self-employed person(s), within the meaning of Code Section 401(c), including independent contractors, a greater than 2% shareholder in a Subchapter S corporation, a partner in a partnership, or any owner or member of a limited liability company that is treated like a partnership for tax purposes AND

- ♦ A relative, within the meaning of IRC Section 318, of one of the above self-employed person(s) AND:
- ♦ Individuals who qualify as an Eligible Individual for a Health Savings Account under Code Section 223(c) and are enrolled.

**9. Change of Election based on Eligible Status Changes:**

A Participant must provide in writing to Human Resources within 30 days of the change in family status. If the Benefit allows for a change in Contribution and Annual Election based on Change of Status, the appropriate forms may be completed for a change in Salary Redirection. Other changes in Elections may only be elected during Open Enrollment or other qualifying events.

**10. Employee Contributions for Participants Entering Mid Year:**

- ♦ Employee annual Election shall be allowed at the full year maximum amount based on payroll and salary availability.

**11. Maximum Allowable Contributions:**

The contributions for this Plan shall be:

- ♦ Premium Only Plan: Employer and Employee contributions shall not exceed annualized insurance premiums adjusted for any rate increases or decreases during the Plan Year.
- ♦ Maximum Allowable Flexible Spending Account Contribution
  - ♦ Healthcare Flexible Spending Account \$2550.00 or cost of living adjustment (COLA)
  - ♦ Dependent Care Assistance Flexible Spending Account \$5000.00\*
    - 1) Subject to Earned Income limitations and
    - 2) \$2500 if filing separate tax returns
    - 3) IRS limitation of \$5000 filing joint return

\*shall not exceed the lesser of the Earned Income limitation described in Code Section 129(b) or (\$5,000 (\$2,500 if a separate tax return is filed by a Participant who is married as determined under the rules of paragraphs (3) and (4) of Code Section 21(e)) or such lesser or greater amount as determined by the Department of Treasury.

Your Social Security benefits may be slightly reduced because you are receiving tax-free benefits under our Plan. Tax-free benefits reduce the amount of taxes you contribute to the Federal Social Security system as well as our contribution to the Social Security system on your behalf.

**12. Benefits:**

- ♦ Premium Only Plan Benefits
  - ♦ Group sponsored health insurance premiums
  - ♦ Vision care insurance premiums
  - ♦ HSA premiums/contributions
  - ♦ AFLAC

\*Cost of group term life insurance coverage in excess of \$50,000 is includible in gross income.  
Note: Insurance products with a return of premium feature cannot be paid for on a pre-tax basis.
- ♦ Healthcare Flexible Spending Account available to reimburse medical expenses not covered by insurance.
- ♦ Dependent Care Assistance Flexible Spending Account available for eligible adult and child daycare.

### **13. Claims Extension (Grace) Period**

The Plan shall be subject to the terms and conditions of The Plan Document, Claims Extension Period. This extension or grace period allows for an employee to submit claims incurred after the end of the plan year. If an Employee has a remaining balance in the prior plan year, the employee may incur claims during the claims extension (grace) period and still be reimbursed money from the prior plan year. This reduces the “use it or lose it”, by allowing a short period of time to minimize the potential of forfeiting any contributions.

- ◆ Healthcare Flexible Spending Claim Extension (Grace) Period shall be March 15, 2017.
- ◆ Dependent Care Assistance Program Claim Extension Period shall be March 15, 2017.

### **14. Claims Timely Filing Limitation Period For Active Employees:**

The Plan shall be subject to the terms and conditions of The Plan Document, Claims Extension Period.

- ◆ The Employee has until April 15, 2017 **after the Grace Period** to submit claims for the Healthcare Flexible Spending Account and April 15, 2017 **after the Grace Period** to submit claims for the Dependent Care Assistance Program. All claims must be incurred during the plan year and applicable extension (grace) period.

### **15. Claims Timely Filing Limitation Period For Retirees who retire under the Employer’s Retirement Program:**

- ◆ Retiree Healthcare Flexible Spending Timely Filing Limitation Period shall be 30 days from date of retirement to submit claims incurred prior to retirement.

### **16. Claims Timely Filing Limitation Period For non COBRA Terminated Employees for Healthcare Spending Account:**

- ◆ An Employee terminating employment shall have 30 days after termination to submit claims incurred prior to termination.

### **17. Claims Timely Filing Limitation Period For Terminated Employees for Dependent Care Assistance Program Spending Account:**

- ◆ An Employee terminating employment shall have 30 days after termination with the employer to submit claims incurred prior to termination.

### **18. Healthcare FSA COBRA will be administered by:**

- ◆ FlexShare Benefits c/o Blue Cross Blue Shield Wyoming.

### **19. All Employees, other than Retirees, leaving employment for any reason:**

- ◆ Shall be governed by Special COBRA Limited Obligation.

### **20. Special COBRA Limited Obligation Qualifications:**

Certain Employers qualify for COBRA special rules and regulations. Your Employer qualifies:

- ◆ If certain conditions are met, this Health FSA qualifies for Special COBRA rules (1) Maximum Annual Benefit Test; (2) Major Medical Coverage available to all participants; (3) Annual COBRA premium equal or greater than Annual Election.
- ◆ If rules apply, and the employee’s account is under spent at time of qualifying event, COBRA may be offered only through year end with no annual open enrollment rights.

- ♦ If rules apply, and the employee's account is over spent at the time of qualifying event, there is no requirement to offer COBRA.

**21. Regular COBRA Rules Apply:**

- ♦ If the Health FSA is not Excepted Benefits; full COBRA rules may apply. (If any of the three tests do not pass) (1) Maximum Annual Benefit Test; (2) Major Medical Coverage available to all participants; (3) Annual COBRA premium equal or greater than Annual Election.

**22. Experience Gain Options**

If experience gains of the Plan are in excess of the experience losses of the Plan the Employer has elected to:

- ♦ Return surplus gain for the prior year to the Administrator (Employer) to defray experience losses and administrative expenses for the Plan.

**23. Healthcare Flexible Spending Account and Health Reimbursement Arrangement Expense Allocation Order of Benefit Payments:**

If the Employer sponsors a Healthcare Flexible Spending Account in addition to a Health Reimbursement Arrangement for Eligible Employees:

- ♦ Eligible Medical Expenses as defined under Code Section 213(d) for each Eligible Employee are paid under the Healthcare Flexible Spending Account *before* the Health Reimbursement Arrangement.

**24. Healthcare Flexible Spending Account in addition to a Health Savings Account Expense Allocation and Order of Benefit Payments:**

If the Employer sponsors a Healthcare Flexible Spending Account in addition to a Health Savings Account for Eligible Employees: **CAUTION: only certain type of Medical Spending Accounts may be established in conjunction with a Health Savings Account.**

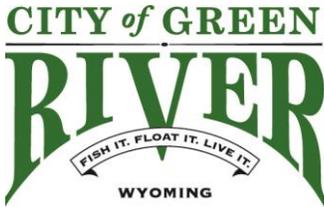
- ♦ Eligible Medical Expenses (for vision or dental coverage only as defined under Code Section 223(c)) for each Eligible Employee are paid under the Healthcare Flexible Spending Account *before* or commensurate with the Health Savings Account.

**25. Service of Legal Process.** The Administrator is the Plan's agent for service of legal process.

**26. Type of Administration.** This Plan is Employer Administered.

**27. Authorized Signatures:**

By \_\_\_\_\_ Date \_\_\_\_\_  
City of Green River (Authorized Signature)



City of Green River  
City Council Meeting  
Agenda Documentation

Preparation Date: April 21, 2016	Department: Human Resources
Meeting Date: May 3, 2016	Department Head: Cari Kragovich
	Presenter: Cari Kragovich

**Subject:**

*Approval to continue the City of Green River Health Reimbursement Arrangement (HRA) Plan administered through FlexShare Benefits and authorization for the Mayor to sign the Adoption Agreement 2016.*

**Background/Alternatives:**

*The 2016 Health Reimbursement Arrangement (HRA) Plan is a benefit associated with the High Deductible Health Plan (HDHP) offered to full-time City employees. The annual renewal of this Adoption Agreement governs the rules and responsibilities of the HRA plan and provides for yearly discrimination testing in accordance with IRS Regulations.*

**Attachments:**

*Adoption Agreement 2016 – City of Green River Health Reimbursement Arrangement*

**Fiscal Impact:**

*Fees associated with the HRA plan renewal are unchanged from the 2015 HRA Adoption Agreement and are included as part of the Human Resources budget for Benefits Administration.*

**Staff Impact:**

N/A

**Legal Review:**

*Submitted to City Attorney Galen West for review on April 21, 2016.*

# Adoption Agreement 2016

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## City of Green River Health Reimbursement Arrangement Plan Year Ending December 31, 2016

The undersigned Employer, by executing this Adoption Agreement, elects to continue the accompanying Health Reimbursement Arrangement (the "Plan") by adopting said plan document in full. The Employer shall make the following elections granted under the provisions of the plan.

1. **The Name of the Employer** is City of Green River. City of Green River shall be the **Plan Sponsor and Plan Administrator**.

**City of Green River  
50 East 2nd North  
Green River, WY 82935**

**Telephone: 307-872-0554**

**EIN: 83-600065**

The Administrator keeps the records for the Plan and is responsible for the Plan. The Administrator may be contacted and answer any questions regarding the Plan.

2. **Employer's Principal Office:**  
This Health Reimbursement Arrangement Plan shall be governed under the laws of the State of Wyoming.
3. **Plan Code (IRS Plan Code): 550**
4. **Plan and Plan Year:**  
The Name of the Plan shall be the City of Green River Health Reimbursement Arrangement Plan (the "Plan"). The initial Plan Year shall begin on July 1, 2013 and end on December 31, 2013. Future Plan Years will be based on a full twelve-month period beginning each January 1 and ending each December 31.
5. **Effective Date:**
  - ♦ This Health Reimbursement Arrangement shall be effective as of January 1, 2016.
6. **Open Enrollment:**
  - ♦ Open enrollment shall follow group health insurance at the beginning of the Plan Year.
7. **Plan Entry Date.** Employees eligible to participate may become Participants:
  - ♦ Same as Employer's group health insurance plan.
8. **Eligible Employees Included in the Plan:**
  - ♦ Employees **enrolled** under Employer group health insurance Plan C.
9. **Election Changes based on Eligible Change in Status:**  
A participant must notify and provide to human resources in writing, documentation supporting the qualifying change in status. A change in status form will be provided to FSB. If a specific Benefit allows for a change in contribution and annual election, the status change must be made within 30 days of the qualifying event. All other changes in elections may only be elected during Open Enrollment or other qualifying events.
10. **Access to Contributions by Participants.** Other than for Retiree/COBRA continues, the employer shall make all contributions for this Plan. The employer shall make access to benefits for the Plan in the following manner:
  - ♦ Annually on July 1 (FlexShare Benefits to invoice City of Green River before June 15<sup>th</sup>)

11. **Contributions for Participants enrolled midyear will be funded:**
- ◆ Newly eligible participants will receive a pro-rated amount based on the number of months remaining in the plan year at the time of plan entry.

12. **Contribution/Benefit Rollover Amounts.**
- ◆ All remaining balances may roll to subsequent years up to a maximum of \$5,000.
  - ◆ None of this amount may be paid in cash or other form of distribution, other than through reimbursement of eligible medical expenses incurred

13. **Employer Election:**

Description	Annual Election Limit
Individual (Single)	\$500.00
Subscriber and Children (SPD/Family)	\$700.00
Couple (2 Party-Adults)	\$1000.00
Family	\$1200.00

14. **Benefits.** The Plan shall reimburse Eligible Employees for the cost of Eligible Medical Expenses (as defined under Internal Revenue Code Sections 105 and 213 (without regard to the limitations contained in Code Sec. 213(a)), any accompanying regulations or other applicable Treasury guidance information and as further described below), subject to the Annual Election Limit.

- ◆ **Comprehensive.** All medical, prescription, dental and vision expenses not otherwise covered by insurance or any other reimbursement (e.g., co-pays, co-insurance, deductibles, fees, etc.), as determined eligible by IRS Code Section 105 and 213(a).

15. **Order of Benefit Payments.** If the Employer sponsors a Section 125 Flexible Spending Arrangement, in addition to this Plan:

- ◆ Eligible Medical Expenses must be paid under the Section 125 Plan before this Plan.

16. **Benefit Payments from prior year.**

- ◆ Contributions from current plan year and roll from prior plan year may only pay for current plan year claims, subject to participant's eligibility.

17. **Run off Periods for current participants:**

- ◆ Employees will have 30 days from the end of the plan year to submit HRA claim requests from the plan year.

18. **"Retirees" shall only be considered as those employees** who have satisfied the Employer's terms and conditions for retirement.

- ◆ Retirees have unlimited access to HRA money deposited prior to retirement, until depleted. No further contributions to be made by the Employer.
- ◆ Annually, FlexShare Benefits will deduct the admin fee from the retiree's HRA balance. (Upon retirement, the admin fee will be deducted from retirement month through the end of the plan year)
- ◆ The admin fee will coincide with the admin fee charged to the Plan.

19. **Terminated employees not accepting COBRA continuation:**

- ◆ Shall have 30 days from termination date to submit for reimbursement expenses **incurred** prior to termination date.

20. All Employees, **other than Retirees**, leaving employment for any reason:
- ◆ Shall be governed by COBRA guidelines.
21. **COBRA Administration:**
- ◆ FlexShare Benefits shall administer HRA COBRA benefits to qualifying participants.
22. **COBRA Continuation for Qualified employees offered COBRA for this Health Reimbursement Arrangement** may be inclusive with the COBRA offering of the employer's plan sponsored health insurance or may be offered completely separate. Your Employer has determined:
- ◆ If Employer qualified for federally mandated COBRA, offering for the HRA will be inclusive-optional for the employee choosing COBRA for the group sponsored health insurance plan. An employee choosing COBRA for group sponsored health insurance plan will be eligible and have the option to choose COBRA HRA. (If a terminated employee chooses COBRA health insurance, the terminated employee has the option of choosing COBRA HRA. If COBRA for health insurance is declined, COBRA HRA is not available.)
23. **Authorized Signatures:**

By \_\_\_\_\_  
City of Green River (Authorized Signature)

Date \_\_\_\_\_

**CITY OF GREEN RIVER  
CITY COUNCIL PROCEEDINGS  
APRIL 19, 2016**

The Governing Body of the City of Green River met in regular session at 7 pm in the City Hall Council Chambers. Mayor Pete Rust called the meeting to order. The following Council Members were present: Gary Killpack, Mark Peterson, Ted Barney, Allan Wilson, Brett Stokes, and Lisa Maes. The following were present representing the City: City Administrator Reed Clevenger, Director of Public Works Mark Westenskow, Director of Finance Chris Meats, Director of Community Development Laura Profaizer, Chief of Police Chris Steffen, Interim Fire Chief Mike Liberty, Parks and Recreation Director Brad Raney, and City Attorney Galen West.

**APPROVAL OF THE AGENDA**

Council Member Wilson moved to approve the agenda. Council Member Peterson seconded. Motion carried. (7-0)

**PROCLAMATIONS**

Prudential Spirit of Community Recognition Day Proclamation

Sexual Assault Awareness Month Proclamation

**PRESENTATIONS**

**Director Beth Witman gave a brief update on SW-WRAP.**

**BOARD AND COMMITTEE APPOINTMENTS**

**Appointment to the Historical Preservation Commission**

Council Member Barney moved to confirm Mayor Rust's appointment of Ruth Lauritzen to the Historical Preservation Commission for a three-year term beginning on May 1, 2016 and ending April 30, 2019. Council Member Peterson seconded. Motion carried. (7-0)

**CONSENT AGENDA**

Council Member Maes said she will abstain from voting on the consent agenda.

Council Member Killpack moved to approve the following consent agenda items. Council Member Wilson seconded. Motion carried (6-1-0) with Council Member Maes abstaining.

- Concession Stand Agreements with Imelda Perez for Evers Park in the amount of \$1,000, and Ranae Johnson for Stratton Myers Park in the amount of \$200 and Veterans Park in the amount of \$200
- Issuance of an open container permit to Flaming Gorge Harley Davidson for their Spring Open House on Saturday, April 23, 2016, from 10:30 am to 6:30 pm, in the barricaded area in front of the dealership
- Minutes for: April 5, 2016 Council and April 12, 2016 Workshop
- Payment of Bills:

Prepaid Invoices = \$233,370.02	Outstanding Invoices = \$404,869.26
Payroll Expenditures = \$295,955.84	Pre-authorization Payments = \$1,065,000.00

**CITY ADMINISTRATOR'S REPORT**

Mr. Clevenger said there will be a budget workshop on Thursday, April 21, 2016 for community service request. He continues to go over the budget and he will send out an email with recommendations by the end of the day tomorrow. The next budget workshop will be April 28, 2016, at 6:30 pm, for the General Fund.

Mr. Westenskow said staff has looked in to an alternate site for the transfer station because of public comments and concerns they have received. The transfer station has been in the works

since 2009 and is currently permitted. The alternate site that was presented last week at the workshop does have many advantages and disadvantages. DEQ has criteria that have to be followed when placing a transfer station:

- Zoned as Industrial
- Out of the 100 year floodplain
- 1000 feet from schools, hospital, and residential areas
- 1000 feet from any public park or area
- 300 feet from river or stream
- 1000 feet from a pond or lake
- Not located in wetlands

Council Member Peterson said he would like to see it placed on top of the hill at the landfill.

Mr. Westenskow said if it is placed at the top of the hill, it would have to be permitted and there are no utilities. Extending the utilities to the top of the hill would be very expensive.

Council Member Peterson suggested going forward with the open air facility and not bringing utilities since they really would not need them.

Mr. Westenskow said it would lack some of the operational benefits and the long term flexibility that the other sites offer.

Mayor Rust said there are test wells up there at the landfill and they could let us know how much it would be to drill to water and use it.

Mr. Westenskow said he would have to look into how productive a well would be.

Mayor Rust said there is the possibility of wind generation there since it would be a small amount of electricity that would be needed.

Mr. Westenskow said it would be hard to have future growth and if we use open containers then that would bind us to only using them.

Council Member Stokes asked what it has cost the city to permit the current site since 2009.

Mr. Westenskow said roughly \$100,000 to 120,000.

Council Member Stokes said the greenbelt was put in there for a reason and the citizens will not enjoy having it there. The horse corrals are bad enough. Is there a possibility that we could lose our grant funding if we don't move forward. He feels the city needs to stick to what we have.

Mr. Westenskow said DEQ is fine with us prolonging the project if there is a better place with more benefits but they want to see us moving forward.

Council Member Killpack said he has received phone calls and people's views are 50/50 on what they want. He asked if we would have to move the scale house down to the new site and if so won't it be costly.

Mr. Westenskow said either way the existing scale house will be moved so it doesn't matter. We will have the cost at either site.

Council Member Killpack said he would like to see it on top of the hill but since that won't work he would rather it stay at the current site.

Council Member Maes said when she thinks of the beauty of the greenbelt, she would hate to see another dirty and smelly building there. She is in favor of it staying at the original site.

Council Member Barney said he likes the new site. He is the closest resident there and he is not concerned with it being there and causing a problem. Astle Avenue has always had heavy traffic

so that is not an issue. Where the scale house is now does not have any space to grow and doesn't offer any future expansion.

Council Member Peterson said it would be best at the top of the hill. You can use a small generator to use a compactor if needed. He asked what the estimated cost to have it on the hill would be.

Mr. Westenskow said it would depend on ownership of the land.

Council Member Peterson said he would like to see the numbers on having it on the hill.

Council Member Wilson said he likes the hill but he knows that is not the best option. As far as the water well, the city has a contract agreement with the Joint Powers Water Board to not get water from anywhere else, so that is not an option. He does not like the open air pits because they are nasty and not clean. Based on the calls he has received, he will be going with where the current site is now.

Mayor Rust said the current site that the scale house is on is best. He doesn't think being zoned as heavy industrial is correct since it is in a floodplain.

Ms. Profaizer said it is zoned as light industrial and it is not in a floodplain.

Mayor Rust said the historical use is there and he does not agree with the zoning. If it has to be 1000 feet away from a park; how does that work with the greenbelt there? If you are coming from Rock Springs on the east side and you look at the asphalt pile you would be able to see it very well.

Mr. Westenskow said it would have to be screened.

Mayor Rust said it would be better at the original site. Staff has asked for direction and now they have it with the majority wanting to keep it where it is.

Council Member Peterson asked for a show of hands.

Consensus: Council Members Stokes, Killpack, Maes, Wilson, and Mayor Rust voting to keep it at the current site; Council Member Peterson voting to have it at the top of the hill; and Council Member Barney voting to move it to the alternate site.

Mr. Westenskow thanked council for their direction and he will move forward with the current site.

Mayor Rust said if they receive strong opinions from citizens on a different direction they may consider it.

Council Member Killpack said he doesn't think they have time on their side so they do not have a choice.

Mr. Westenskow said there are timelines but there are availabilities to propose different time lines.

Council Member Maes said the city's goal is to enhance the river corridor so if we are looking at putting the transfer station right by the river it is not keeping that in mind.

Council Member Stokes said he doesn't not think they can make a decision at a meeting and direct staff to move forward and then change the decision later. They have discussed the issue and need to move forward.

Mayor Rust said they did receive a letter that has been signed by seventeen residents indicating they are not in favor of moving the transfer station to the alternate site.

## **CITY ATTORNEY'S REPORT**

Mr. West had nothing to report.

## **MAYOR AND COUNCIL REPORTS**

Council Member Wilson said he would like to have the reports showing the program based budget so he can look at every program and make a decision if it worth keeping it.

Mr. Meats said not all programs have a revenue component to it and not all programs have the ability to derive a revenue component for a subsidy rate. These reports were supposed to be reviewed by the Finance Committee prior to going to council so there can be a general idea from there. He said it is large report with a large amount of data but he will provide it to council.

Council Member Wilson said he would like to see the report so he can look at it ahead of time. It is going to be a tough year and he wants to look at every option before layoffs.

Council Member Barney said the horse corrals are not unsightly; they have been a part of the city for many years.

Council Member Killpack said he has received an email from a citizen voicing her concerns with the deer in the city.

Mayor Rust said it does not matter what the city does the deer will always be here.

Council Members Peterson, Maes and Stokes had nothing to report.

Mayor Rust said he has Wyoming Association of Municipalities request for appointment of a voting delegate for the WAM Conference in Cody, Wyoming. The Mayor offered to be the voting delegate. Council agreed. He said Earth Day is Friday, April 22, 2016 at the Expedition Island. The Green River Invitational Track Meet is at Lincoln Middle School on Friday.

## **ADJOURNMENT**

Council Member Wilson moved to adjourn at 8:05 pm. Council Member Stokes seconded. Motion carried. (7-0)

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Pete Rust, Mayor

ATTEST:

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Chris Meats, City Clerk

**CITY OF GREEN RIVER  
CITY COUNCIL BUDGET WORKSHOP PROCEEDINGS  
APRIL 21, 2016**

The Governing Body of the City of Green River met in budget workshop session at 6:30 pm in the City Hall Council Chambers. Mayor Rust called the meeting to order. The following Council Members were present: Mark Peterson, Ted Barney, Brett Stokes, Gary Killpack, and Lisa Maes. The following were present representing the City: City Administrator Reed Clevenger, Director of Human Resources Cari Kragovich, Director of Public Works Mark Westenskow, Director of Finance Chris Meats, Director of Community Development Laura Profazier, Chief of Police Chris Steffen, and Parks and Recreation Director Brad Raney.

**2016-2017 Community Service Requests**

**RSVP Retired & Senior Volunteer Program**

Norman Tripp said the RSVP Program is asking for \$1,000 which is the same amount as previous years. He gave a brief explanation on what they do around the community.

Council Member Peterson asked when was the program started.

Mr. Tripp said the program was started in Wyoming in 1976.

**Green River Food Bank**

Kathy Siler requested the city continue their partnership with the food bank. She said one in twelve families struggle to put food on the table; 39% of Wyoming's children qualify for free or reduced lunches, and 6.2% of Wyoming seniors live in poverty. They served 9,045 pounds of food in Green River, in March. They gave out 90,000 pounds of food from July through March.

Council Member Peterson asked when a truck that is carrying food, wrecks on the highway, is there a law that stops them from receiving that food.

Council Member Stokes said there are certain laws but he not sure exactly what they are. He can look in to it.

Ms. Siler said they have received food from wrecks but sometime the insurance companies won't allow it. They do receive refused food from local stores when a pallet of crackers is damaged and the trucks deliver it.

Council Member Peterson asked Ms. Siler to check in to these laws and then let him know.

Ms. Siler said she has been researching this issue and the concern is with liability. She said there is The Good Samaritan Food Donation Act which protects the donor and the food bank as long as they perceive it to be safe.

**Golden Hours Senior Center**

Sheela Schermetzler said they are requesting \$20,000; \$18,000 will assist with food and supply costs for their congregate and the home delivery services; \$2,000 would be for the emergency assistance program.

She said their numbers have increased by 21% and she estimates the numbers will go up even higher. Some of the seniors that have home meals delivered are all by themselves and that is how they get interaction and it also gives the opportunity to check on them as well. The Emergency Assistance Program assists residents that are considered low income and it currently has 71 out of 636 patrons. This program is valuable to them because they receive assistance in paying their bills, getting meals, and anything else they might need.

As far as other funding opportunities; they are applying for a new grant, they do fundraisers such as bake sales, garage sales, and the Holiday craft fair.

Council Member Killpack said he appreciates everything they do. Council has to budget \$1.2 million less than last year so it will be a hard decision to give funding to everyone. He will not agree to fund all of the community service requests if it means laying off employees. He wants all community service members to understand they will have to cut funding.

Council Member Peterson said the services the senior center provides to the community are great; these are services that are needed so they are important.

### **Youth Home**

David Thorne said their numbers are up in Green River and Rock Springs. He understands the tight budget issues for everyone but he respectfully asks for the city to continue funding them.

Council Member Peterson asked with an overall budget of \$1.3 million how many youth are served in Green River.

Mr. Thorne said they served 36 youth in 2015, in Green River.

### **Sweetwater Family Resource Center**

Kathy Garrison said they are requesting \$6,300 just as they did last year. This allows families to maintain contact through scheduled visitation and support programs. Financially they have been slammed. There are a lot of people suffering; people who are already on the edge and not making much money. Funding has been cut by the state and they are worried. The funding they receive from the City helps provide match money for grant funding. With the \$6,300 in funding from the city they disbursed \$17,817 to help Green River residents with their rent.

### **Flaming Gorge Days**

Dawn Trujillo said they are excited for this year's Flaming Gorge Days event since it is the 60<sup>th</sup> anniversary. She gave a brief update on the events for all three days. They are bringing back family fun night on Friday.

Council Member Killpack asked if they were asked to provide financial statements. He wants to know how much they were in the black from last year.

Mrs. Trujillo said she does not know but she can get the information to the council.

### **Green River Chamber of Commerce**

Rebecca Eusek thanked the council for their support and partnering with them. The chamber has proven to be an asset to the city in many ways. One of the biggest is tourism. The chamber sees many visitors from all around the world and that brings money to our area. If funding is cut then they will have fewer resources to spend with the customers.

Angela Shutran said they are requesting \$90,000 which is the same as last year. If funding is cut then services to Green River will have to be cut as well.

Council Member Peterson asked if the chamber puts any money in savings. Some of the events they do generate funding so he wants to know where the money goes.

Mrs. Eusek said they do put funds into savings but they are a break even budget. Any carryover they have goes in to savings.

Council Member Killpack asked if the chamber could increase the cost of the River Festival tickets for the shrimp dinner.

Mrs. Eusek said they can and they did increase it a couple of years ago.

Council Member Killpack asked what they are charging for the marathon.

Mrs. Eusek said they charged \$95 if you pre-register and \$105 if you don't. These were also increased a couple of years ago.

### **Sweetwater County Drug Treatment Court**

Sandy Henderson thanked council for their continued support.

Theresa Tybo said there is a need for this program because clearly we have a drug addiction problem here in this community. They work with a program team and multiple agencies to keep people off drugs and become productive citizens.

Council Member Stokes said this program does work.

Mrs. Henderson said she was told their budget was going to be cut by 56% and she was really worried but they were only cut by \$10,000. Additional funds will come from House Bill 81 which goes into effect on July 1, 2016. She would love to see a Veterans Drug Treatment Court come to the area.

Council Member Peterson asked how many agencies are there.

Mrs. Henderson said there are 20 across Wyoming. The funds will go into a fund like the crime victims funds do and then be disbursed to agencies but she isn't sure how it will be divided.

Council Member Barney said the Veteran's Office in Cheyenne, Wyoming has a veteran's justice officer Specialist; he will get her the information.

### **STAR Transit**

Judy Owens said there are many citizens that do not have the option to jump in their vehicle and go anywhere they want. Most citizens that ride the STAR Transit are unable to drive for many reasons and that is why it is so important to keep funding STAR Transit. If the city reduces their funding it would affect services in Green River. The funding from the city goes towards matching funds for grants they pursue. For every dollar of matching funds they don't get reduces the amount of federal funds they will be able to get.

Council Member Stokes asked if it was true that if the city does not fund them the whole amount then they will not serve Green River.

Mrs. Owens said no, they would have to look at slowing services down in both cities but they would probably start with the trips from Green River to Rock Springs.

Council Member Peterson said the cost of fuel has gone down, so does that help.

Mrs. Owens said they have seen some decrease in fuel costs but they know at some point it will go back up. The amount she has requested is a 7.64 percent reduction from what she asked for last year.

### **YWCA – Family Justice Center**

Amy Gatsky said the Family Justice Center provides services to victims of family violence. It is a shelter for any victims to go and find help they need from multiple agencies. They are requesting \$10,000 and if their funding is cut they may have to cut staffing hours at the location in Green River. In 2015 they had 411 victims and out of that 61 victims were from Green River.

### **Life RU Ready? Sweetwater County**

Kathy Tacke said Life RU Ready is not a United Way ran program it is a coalition made up of School District's #1 & #2, Cities of Green River and Rock Springs, Green River and Rock Springs Police Departments, County Health Department. The program is a life simulation event where kids can test what happens if they have risky behavior. They served 620 kids from Green River last year. The numbers will go down since they will only have 7<sup>th</sup> and 10<sup>th</sup> graders

participate. They understand if the council feels their request should be less since they will be having less participation next year.

**City Administrator's Report**

Mr. Clevenger said the next budget workshop will be Thursday, April 28, 2016, at 6:30 pm.

**Adjournment**

The meeting adjourned at 8:01 pm.

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Pete Rust, Mayor

ATTEST:

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Chris Meats, City Clerk



## Prepaid Invoices Presented for 5-3-16 City Council

\_\_\_\_\_  
Director of Finance, Chris Meats

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Administrator, Reed Clevenger

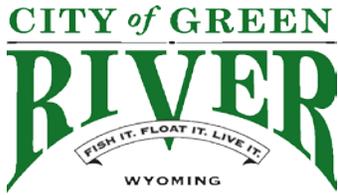
\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor, Pete Rust

\_\_\_\_\_  
Date

Payment Date.Calendar (Multiple Items)

Standard Name	Invoice Description	Pament Date	Source	Payment Amount
ADAMS, JENNY & PAUL		04/19/2016	Utility Refund	62.25
<b>ADAMS, JENNY &amp; PAUL Total</b>				<b>62.25</b>
AMUNDSEN CONSTRUCTION		04/19/2016	Utility Refund	17.30
<b>AMUNDSEN CONSTRUCTION Total</b>				<b>17.30</b>
BLUE CROSS BLUE SHIELD OF WYOMING	DEP CARE - Dependent Care*	04/27/2016	AP	1,630.84
<b>BLUE CROSS BLUE SHIELD OF WYOMING Total</b>				<b>1,630.84</b>
CHILD SUPPORT SERVICES	CHILD SUP-UT - Child Support - Utah	04/27/2016	AP	464.00
<b>CHILD SUPPORT SERVICES Total</b>				<b>464.00</b>
CIRCUIT COURT - GREEN RIVER	GARNISH - GRC - Garnishment - GR Court	04/27/2016	AP	152.59
<b>CIRCUIT COURT - GREEN RIVER Total</b>				<b>152.59</b>
DRANEY, NATHAN	TRAVEL / CODY / DRANEY	04/25/2016	AP	156.00
<b>DRANEY, NATHAN Total</b>				<b>156.00</b>
GOETTL, NICHOLAS		04/19/2016	Utility Refund	31.13
<b>GOETTL, NICHOLAS Total</b>				<b>31.13</b>
GREAT-WEST TRUST COMPANY LLC	WYO DEF - Wyoming Deferred Comp	04/27/2016	AP	2,336.66
<b>GREAT-WEST TRUST COMPANY LLC Total</b>				<b>2,336.66</b>
HAGEN, DAVID A		04/27/2016	Utility Refund	129.11
<b>HAGEN, DAVID A Total</b>				<b>129.11</b>
IRS	FED TAX - Federal Income Tax*	04/27/2016	AP	79,380.05
<b>IRS Total</b>				<b>79,380.05</b>
L & L RENTALS		04/27/2016	Utility Refund	34.24
<b>L &amp; L RENTALS Total</b>				<b>34.24</b>
MARTIN, KASEY	TRAVEL / CODY / MARTIN	04/25/2016	AP	156.00
<b>MARTIN, KASEY Total</b>				<b>156.00</b>
MONROE LLC		04/27/2016	Utility Refund	67.21
<b>MONROE LLC Total</b>				<b>67.21</b>
OLSON, TERRENCE & SALLY		04/27/2016	Utility Refund	20.38
<b>OLSON, TERRENCE &amp; SALLY Total</b>				<b>20.38</b>
STEWART, DIANE		04/19/2016	Utility Refund	76.05
<b>STEWART, DIANE Total</b>				<b>76.05</b>
WYOMING CHILD SUPPORT ENFORCEMENT	CHILD SUP - Child Support	04/27/2016	AP	250.00
<b>WYOMING CHILD SUPPORT ENFORCEMENT Total</b>				<b>250.00</b>
WYOMING DEPARTMENT OF WORKFORCE SERVICES	WORKERS COMP PREM JAN-MAR 2016	04/24/2016	AP	55,920.23
<b>WYOMING DEPARTMENT OF WORKFORCE SERVICES Total</b>				<b>55,920.23</b>
JAMES STURGESS	TRAVEL / CODY / STURGESS	04/25/2016	AP	156.00
<b>JAMES STURGESS Total</b>				<b>156.00</b>
Thomas D Jarvie	TRAVEL / CASPER / JARVIE	04/25/2016	AP	118.00
<b>Thomas D Jarvie Total</b>				<b>118.00</b>
<b>Grand Total</b>				<b>141,158.04</b>



## Outstanding Invoices Presented for 5-3-16 City Council

Director of Finance, Chris Meats

Date

City Administrator, Reed Clevenger

Date

Mayor, Pete Rust

Date

Invoice Process Status	Open
Journal Type	Journal Entry
Transaction Type	(Multiple Items)

Vendor Name	Invoice Number	Invoice Description	Inv Date	Transaction Amount
<b>ALSCO</b>	<b>LOGD1118352</b>	UNIFORM SERVICE	04/13/2016	82.17
	<b>LOGD1118363</b>	Mops and Mats for the City of Green River	04/13/2016	78.22
	<b>LOGD1119932</b>	Mats for PD	04/20/2016	38.12
	<b>LOGD1119947</b>	UNIFORM SERVICE	04/20/2016	82.17
	<b>LOGD1119948</b>	Shop Towels and Mats	04/20/2016	76.63
	<b>LOGD1119950</b>	Mats for Animal Control	04/20/2016	24.65
<b>ALSCO Total</b>				<b>381.96</b>
<b>AMERIGAS PROPANE, LP</b>	<b>3051034484</b>	Propane to Landfill	04/06/2016	801.96
<b>AMERIGAS PROPANE, LP Total</b>				<b>801.96</b>
<b>ATCO INTERNATIONAL</b>	<b>I0457548</b>	supplies	04/07/2016	479.60
	<b>I0457767</b>	Take Off	04/11/2016	220.00
<b>ATCO INTERNATIONAL Total</b>				<b>699.60</b>
<b>BELL, JOHN</b>	<b>GR1</b>	STICKER DESIGN	04/10/2016	2,150.00
<b>BELL, JOHN Total</b>				<b>2,150.00</b>
<b>BLUE CROSS BLUE SHIELD OF WYOMING</b>	<b>312049 MARY 2016</b>	MAY 2016 PREMIUMS GROUP 312049	04/18/2016	129,874.95
	<b>312303 MAY 2016</b>	MAY 2016 PREMIUMS GROUP 312303	04/18/2016	2,212.20
	<b>312304 MAY 32016</b>	MAY 2016 PREMIUMS GROUP 312304	04/18/2016	12,690.20
	<b>312312 MAY 2016</b>	MAY 2016 PREMIUMS GROUP 312312	04/18/2016	8,208.03
<b>BLUE CROSS BLUE SHIELD OF WYOMING Total</b>				<b>152,985.38</b>
<b>CASTLE CLEANING COMPANY</b>	<b>5986</b>	Cleaning Services for April 2016 Recreation Center	04/14/2016	5,389.27
<b>CASTLE CLEANING COMPANY Total</b>				<b>5,389.27</b>
<b>CASTLE ROCK HOSPITAL DISTRICT</b>	<b>1944780</b>	Physical for FF Jonathan LeBlanc	04/12/2016	158.95
	<b>1944790</b>	Physical for FF Jonathan LeBlanc	04/12/2016	138.55
	<b>1956170</b>	Pre-employment Physical	02/22/2016	198.05
	<b>1959790</b>	Physical for FF Nathan Draney	04/12/2016	158.95
	<b>1959800</b>	Physical for FF Nathan Draney	04/12/2016	138.55
	<b>1968850</b>	Physical for Cliff Walgren	04/12/2016	191.25
	<b>1968860</b>	Physical for FF Cliff Walgren	04/12/2016	138.55
	<b>1968880</b>	Pre-employment Physical	02/22/2016	119.00
	<b>1968900</b>	Pre-employment Physical	02/22/2016	168.30
	<b>1970700</b>	Physical for FF Jamie Walgren	04/12/2016	99.45
	<b>1970710</b>	Physical for FF Jamie Walgren	04/12/2016	199.95
	<b>1970720</b>	Physical for FF Javier Reyes	04/12/2016	262.30
	<b>1970730</b>	Physical for FF Javier Reyes	04/12/2016	138.55
	<b>1973020</b>	Physical for FF Jeb Burnett	04/12/2016	262.50
	<b>1973040</b>	Physical for FF Jeb Burnett	04/12/2016	215.05
	<b>1973470</b>	Physical for FF Clay Allen	04/12/2016	191.25
	<b>1973500</b>	Physical for FF Clay Allen	04/12/2016	138.55
	<b>1974850</b>	Physical for FF Kole Burnett	04/12/2016	191.25
	<b>1974860</b>	Physical for FF Kole Burnett	04/12/2016	138.55
	<b>1975030</b>	Physical for FF Jamie Walgren	04/12/2016	91.80
<b>1987580</b>	Physical for FF Gerhart Spalding	04/12/2016	262.60	
<b>1987590</b>	Physical for FF Gerhart Spalding	04/12/2016	215.05	
<b>1987600</b>	Physical for FF J.P. Apostolope	04/12/2016	262.60	

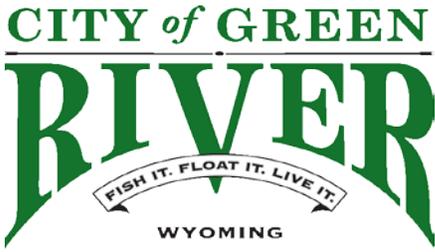
CASTLE ROCK HOSPITAL DISTRICT	1987620	Physical for FF J.P. Apostolope	04/12/2016	215.05
	1990050	Physical for FF Joe Kizzire	04/12/2016	191.25
	1990060	Physical for FF Joe Kizzire	04/12/2016	138.55
	1990280	Physical for FF Mike Liberty	04/12/2016	262.60
	1990290	Physical for FF Mike Liberty	04/12/2016	215.05
	1990300	Physical for FF James Sturgess	04/12/2016	191.25
	1990310	Physical for FF James Sturgess	04/12/2016	138.55
	1991380	BI-ANNUAL RABIES TITER	03/22/2016	12.75
	1994420	Physical for FF Albert Reyes	04/12/2016	191.25
	1994430	Physical for FF Albert Reyes	04/12/2016	138.55
	1996120	Physical for FF Kasey Martin	04/12/2016	191.25
	1996130	Physical for FF Kasey Martin	04/12/2016	138.55
	1997240	Physical for FF Ryan McKasy	04/12/2016	191.25
	1997250	Physical for FF Ryan McKasy	04/12/2016	138.55
	1997280	Physical for FF Tom Murphy	04/12/2016	262.60
	1997300	Physical for FF Tom Murphy	04/12/2016	215.05
	2000210	BI-ANNUAL RABIES TITER	03/22/2016	12.75
	2001600	Physical for FF Clint Kendall	04/12/2016	191.25
	2001610	Physical for FF Clint Kendall	04/12/2016	138.55
	2001720	Physical for FF Al Buschelman	04/12/2016	262.60
	2001760	Physical for FF Al Buschelman	04/12/2016	215.05
	2001870	Physical for FF Bryan Carpenter	04/12/2016	262.60
	2001880	Physical for FF Bryan Carpenter	04/12/2016	215.05
	2007040	Physical for FF Nathan Gomez	04/12/2016	191.25
	2007060	Physical for FF Nathan Gomez	04/12/2016	138.55
	2007080	Physical for FF Ray Cordova	04/12/2016	262.60
	2007090	Physical for FF Ray Cordova	04/12/2016	215.05
	2007120	Physical for FF Austin Rider	04/12/2016	191.25
	2007140	Physical for FF Austin Rider	04/12/2016	138.55
	2009320	Physical for FF Brandon Brady	04/12/2016	262.60
	2009330	Physical for FF Brandon Brady	04/12/2016	138.55
	2009340	Physical for FF Tom Madura	04/12/2016	262.60
	2009350	Physical for FF Tom Madura	04/12/2016	138.55
	2009370	Physical for FF Larry Erdmann	04/12/2016	262.60
	2009380	Physical for FF Larry Erdmann	04/12/2016	138.55
	2009420	Physical for FF Cody Rider	04/12/2016	191.25
	2009430	Physical for FF Cody Rider	04/12/2016	138.55
<b>CASTLE ROCK HOSPITAL DISTRICT Total</b>				<b>10,880.05</b>
CASTLE ROCK VETERINARY CENTER	27268BURROUGHS	SPAY/NEUTER CERTIFICATES	04/07/2016	50.00
	27274BURROUGHS	SPAY/NEUTER CERTIFICATES	04/08/2016	40.00
	27275BURROUGHS	SPA	04/08/2016	20.00
	27284BERNIE	SPAY/NEUTER CERTIFICATES	04/14/2016	40.00
	27290HOLLY	SPAY/NEUTER CERTIFICATES	04/18/2016	50.00
<b>CASTLE ROCK VETERINARY CENTER Total</b>				<b>200.00</b>
CENTURYLINK	936M041316	PHONE SERVICE	04/13/2016	1,904.04
<b>CENTURYLINK Total</b>				<b>1,904.04</b>
CERILLIANT CORPORATION	413305	Simple Nutrients QA	04/07/2016	72.45
<b>CERILLIANT CORPORATION Total</b>				<b>72.45</b>
CLEVENGER, REED	2539	Lunch and Learn	08/17/2015	12.00
<b>CLEVENGER, REED Total</b>				<b>12.00</b>
DJ'S GLASS PLUS	66534	Parts and Labor	04/19/2016	254.00
<b>DJ'S GLASS PLUS Total</b>				<b>254.00</b>
EAGLE UNIFORM & SUPPLY CO	72851A	Mops and Towels for PD	04/08/2016	59.32
	73602	Mops and Towels for PD	04/15/2016	59.32
	74364	Mops and Towels for PD	04/22/2016	59.32
<b>EAGLE UNIFORM &amp; SUPPLY CO Total</b>				<b>177.96</b>
EASTON TELECOM SERVICES LLC	940948	PHONE SERVICE	04/10/2016	9.85
<b>EASTON TELECOM SERVICES LLC Total</b>				<b>9.85</b>
ENERGY LABORATORIES INC	360430333	Total P Analysis	04/15/2016	78.00
<b>ENERGY LABORATORIES INC Total</b>				<b>78.00</b>
F.B. MCFADDEN WHOLESALE COMPANY	315048	Cleaning supplies	03/22/2016	170.70
	315960	Snacks for Resale, Supplies	04/12/2016	98.65
<b>F.B. MCFADDEN WHOLESALE COMPANY Total</b>				<b>269.35</b>
FAIRMONT SUPPLY COMPANY	4635110-00	Hard Hats	04/07/2016	181.45
<b>FAIRMONT SUPPLY COMPANY Total</b>				<b>181.45</b>
FASTENAL COMPANY	WYROC144521	HCS	03/28/2016	2.55
<b>FASTENAL COMPANY Total</b>				<b>2.55</b>
FREMONT MOTOR ROCK SPRINGS	70096	Bushing	04/08/2016	281.72

FREMONT MOTOR ROCK SPRINGS	70102	BRACKET	04/08/2016	67.68
	70110	BRACKET	04/11/2016	24.38
	70128	SENSOR	04/12/2016	53.76
	CM70096	Bushing	04/11/2016	(281.72)
	CM9690	CORE RETURN	04/08/2016	(100.00)
<b>FREMONT MOTOR ROCK SPRINGS Total</b>				<b>45.82</b>
GENTLE TOUCH DRYCLEANING	0097	UNIFORM CLEANING / MCDONALD	03/09/2016	6.00
	0268	UNIFORM CLEANING / CRONK	04/06/2016	6.00
	0314	UNIFORM CLEANING / CRONK	04/13/2016	6.00
<b>GENTLE TOUCH DRYCLEANING Total</b>				<b>18.00</b>
GRAINGER	9078752301	String Trimmers	04/11/2016	652.96
<b>GRAINGER Total</b>				<b>652.96</b>
GREEN RIVER ACE HARDWARE	108779/2	Cable Ties, Wire Rope Clips	03/31/2016	20.31
	108914/2	BATTERIES	04/05/2016	36.96
	108991/2	LED Bulb Yard Light	04/08/2016	39.99
	109021/2	Cable Ties	04/11/2016	19.98
	109032/2	Glue Pliobond 3 oz Bottle	04/11/2016	6.99
	109037/2	Cable Ties	04/11/2016	19.98
	109054/2	Wire Rope Clip, Fasteners	04/12/2016	5.27
	109056/2	JACK	04/12/2016	69.99
	109069/2	RING WAX EXTENDER KIT	04/12/2016	8.99
	109071/2	Cleaning and Maint Supplies	04/12/2016	298.82
	109083/2	BATTERIES	04/13/2016	38.96
	109098/2	Plumbing Parts	04/13/2016	13.98
	109110/2	SEAL KNOCKOUT	04/13/2016	0.79
	109139/2	Bait Ant Raid 4ct	04/15/2016	19.96
	109151/2	Cable Ties	04/15/2016	37.97
	109195/2	Bushing	04/18/2016	6.99
	109196/2	Plier 8"/diag Angle Klein	04/18/2016	29.99
	109251/2	Dishwasher Soap	04/20/2016	13.98
	109273/2	Car Wash Supplies	04/21/2016	26.97
	109293/2	Paint and Tip Cleaner	04/21/2016	16.97
	109315/2	KNIFE SNAPBLADE	04/22/2016	14.98
	109320/2	Marking Paint	04/22/2016	23.97
	109323/2	Cable Tie	04/22/2016	33.98
<b>GREEN RIVER ACE HARDWARE Total</b>				<b>806.77</b>
GREEN RIVER TIRE LLC	2294	ALIGNMENT	04/15/2016	81.59
<b>GREEN RIVER TIRE LLC Total</b>				<b>81.59</b>
HART'S & FLOWERS	24302	NAME / LAUG	04/11/2016	48.00
<b>HART'S &amp; FLOWERS Total</b>				<b>48.00</b>
HIGH DESERT HUMAN RESOURCES ASSOCIATION	04262016	EMPLOYMENT LAW SEMINAR-KRAGOVICH, SEPPIE, :	04/26/2016	260.00
<b>HIGH DESERT HUMAN RESOURCES ASSOCIATION Total</b>				<b>260.00</b>
HILL'S PET NUTRITION SALES INC	225452349	Dog and Cat Food	04/20/2016	22.66
<b>HILL'S PET NUTRITION SALES INC Total</b>				<b>22.66</b>
HOSE & RUBBER SUPPLY INC	C75130-001	Hose end	04/07/2016	1.26
<b>HOSE &amp; RUBBER SUPPLY INC Total</b>				<b>1.26</b>
IN THE SWIM	011075915	Concrete Vac Head	04/04/2016	34.94
<b>IN THE SWIM Total</b>				<b>34.94</b>
INBERG-MILLER ENGINEERS - IME	15751GE42	Construction Documents for Transfer Station	04/20/2016	4,569.45
	17785GX.201	Task Order No 4 Work through April 2, 2016	04/26/2016	3,712.13
	17785GX.301	Task Order 5 for work through April 2, 2016	04/20/2016	2,802.64
<b>INBERG-MILLER ENGINEERS - IME Total</b>				<b>11,084.22</b>
JOHNSON, PEGGY	042016	Facility Deposit or Facility Rental Refund	04/20/2016	30.00
<b>JOHNSON, PEGGY Total</b>				<b>30.00</b>
LEGACY EQUIPMENT COMPANY	73959	CARBIDE RUNNER	04/12/2016	1,027.16
<b>LEGACY EQUIPMENT COMPANY Total</b>				<b>1,027.16</b>
LEWIS AND LEWIS	3100020-1	Pay Application #1	04/25/2016	56,665.44
<b>LEWIS AND LEWIS Total</b>				<b>56,665.44</b>
LIFEGUARD STORE INC	INV395115	Portable Lifeguard Station	03/30/2016	532.50
	INV395382	Replacement Discs	03/31/2016	68.26
<b>LIFEGUARD STORE INC Total</b>				<b>600.76</b>
MELVIN, JENNIFER N	051916	TRAVEL / MILWAULKEE / MELVIN	02/04/2016	389.00
<b>MELVIN, JENNIFER N Total</b>				<b>389.00</b>
NAPA AUTO PARTS UNLIMITED	243274	CONVENTIONAL	03/14/2016	19.98
	243904	Electrical Tape	03/23/2016	10.54
	244420	FLASHER	04/01/2016	36.97
	244639	LIFT SUPPORT	04/04/2016	128.00
	244643	FILTERS	04/04/2016	55.06

<b>NAPA AUTO PARTS UNLIMITED</b>	<b>244678</b>	DRIVESHAFT	04/05/2016	77.99
	<b>244687</b>	AIR FILTERS	04/05/2016	27.14
	<b>244695</b>	Cable Tie	04/05/2016	1.72
	<b>244711</b>	OIL FILTER	04/05/2016	4.00
	<b>244713</b>	OIL FILTER	04/05/2016	3.65
	<b>244747</b>	FILTERS	04/06/2016	22.44
	<b>244754</b>	Brake Pads	04/06/2016	62.46
	<b>244758</b>	BRAKE PISTON TOOL	04/06/2016	11.49
	<b>244789</b>	FILTERS	04/06/2016	9.64
	<b>244811</b>	Stoplight Switch	04/06/2016	16.99
	<b>244826</b>	sealant	04/07/2016	26.52
	<b>244833</b>	FILTER KIT	04/07/2016	16.23
	<b>244847</b>	DISC	04/07/2016	30.92
	<b>244853</b>	FILTER KIT	04/07/2016	16.23
	<b>244869</b>	RETAINER	04/07/2016	36.24
	<b>244908</b>	Coupler	04/08/2016	36.67
	<b>245088</b>	CONTROL ARM	04/11/2016	413.92
	<b>245097</b>	SCOTSEAL	04/11/2016	107.14
	<b>245120</b>	TRAIL	04/11/2016	35.80
	<b>245129</b>	SEAL	04/11/2016	8.95
	<b>245165</b>	FILTERS	04/12/2016	51.13
	<b>245179</b>	FILTERS	04/12/2016	22.67
	<b>245183</b>	Brakleen	04/12/2016	4.78
	<b>245216</b>	Alkln Batteries AAA 8 Pk	04/12/2016	109.09
	<b>245217</b>	SPRING KIT	04/12/2016	107.39
	<b>245243</b>	WIPER BLADES	04/12/2016	34.48
	<b>245297</b>	WIPER BLADES	04/13/2016	33.36
	<b>245321</b>	FILTERS	04/13/2016	168.84
	<b>245322</b>	SOCKET	04/13/2016	8.99
	<b>245353</b>	HEADLIGHT	04/14/2016	7.29
	<b>245366</b>	supplies	04/14/2016	30.24
	<b>245426</b>	Heater	04/15/2016	31.92
	<b>245636</b>	FILTERS	04/18/2016	83.23
	<b>245664</b>	NUTS AND SCREWS	04/18/2016	10.58
	<b>245693</b>	AIR FILTERS	04/19/2016	103.69
	<b>245720</b>	AIR FILTERS	04/19/2016	7.79
	<b>245727</b>	Hubcap	04/19/2016	36.50
	<b>245789</b>	FILTER KIT	04/20/2016	29.52
	<b>878327</b>	SOCKET 3-7/8	04/12/2016	25.99
<b>NAPA AUTO PARTS UNLIMITED Total</b>				<b>2,124.17</b>
<b>NEWGEN STRATEGIES AND SOLUTIONS, LLC</b>	<b>4264</b>	STUDY	04/18/2016	10,048.79
<b>NEWGEN STRATEGIES AND SOLUTIONS, LLC Total</b>				<b>10,048.79</b>
<b>OFFICE DEPOT INC</b>	<b>826177985001</b>	Office Supplies	02/25/2016	144.36
	<b>826178323001</b>	MONITOR	02/25/2016	30.79
	<b>826178470001</b>	Labels for Meter Post Cards	02/25/2016	52.10
	<b>835190412001</b>	MARKERS	04/13/2016	94.30
	<b>835190691001</b>	FOLDERS	04/13/2016	44.98
<b>OFFICE DEPOT INC Total</b>				<b>366.53</b>
<b>O'REILLY AUTO PARTS</b>	<b>4981-114448</b>	SHOP SIGN	04/08/2016	350.90
	<b>4981-115102</b>	SHOP SIGN	04/14/2016	(96.00)
<b>O'REILLY AUTO PARTS Total</b>				<b>254.90</b>
<b>PECK, AMY</b>	<b>051916</b>	MEALS/MAIN ST CONF-MILWAUKEE WI	02/04/2016	389.00
<b>PECK, AMY Total</b>				<b>389.00</b>
<b>PETERBILT OF WYOMING</b>	<b>RP 144670</b>	BRAKE	04/11/2016	684.26
	<b>RP144717</b>	BRAKE SHOE	04/12/2016	636.20
	<b>RP144760</b>	FILTER	04/13/2016	100.53
<b>PETERBILT OF WYOMING Total</b>				<b>1,420.99</b>
<b>PLAN ONE/ARCHITECTS</b>	<b>8-A</b>	SHOOTING RANGE	04/15/2016	988.10
<b>PLAN ONE/ARCHITECTS Total</b>				<b>988.10</b>
<b>PROFORCE LAW ENFORCEMENT</b>	<b>176736</b>	Taser Cam Download Kit	06/12/2013	14.95
	<b>177195</b>	TSR CAM HD USB DOWLOAD KIT	06/18/2013	(14.95)
<b>PROFORCE LAW ENFORCEMENT Total</b>				<b>0.00</b>
<b>PUBLIC SAFETY CENTER</b>	<b>5665261</b>	BATTERY	04/05/2016	85.02
<b>PUBLIC SAFETY CENTER Total</b>				<b>85.02</b>
<b>QUILL CORPORATION</b>	<b>4993020</b>	Pledge and Pens	04/13/2016	32.47
	<b>5026595</b>	Paper Towels and Office Supplies	04/14/2016	45.68
<b>QUILL CORPORATION Total</b>				<b>78.15</b>
<b>RED HORSE OIL COMPANY INC</b>	<b>12722</b>	FUEL	04/08/2016	1,856.80

<b>RED HORSE OIL COMPANY INC Total</b>				<b>1,856.80</b>
RESPOND FIRST AID SYSTEMS	144591	Jr. Ice Pack Bulk 50/Case	04/06/2016	49.99
	144632	First Aid Supplies	04/20/2016	78.59
	144633	FIRST AID	04/20/2016	98.82
<b>RESPOND FIRST AID SYSTEMS Total</b>				<b>227.40</b>
ROCK SPRINGS WINLECTRIC CO	019176 00	FUSE	04/05/2016	74.62
<b>ROCK SPRINGS WINLECTRIC CO Total</b>				<b>74.62</b>
ROCK SPRINGS WINNELSON COMPANY	207308 00	Plumbing Parts for Maverick Meter	04/13/2016	148.19
	207477 00	Brass Parts for Water Line	04/20/2016	148.02
<b>ROCK SPRINGS WINNELSON COMPANY Total</b>				<b>296.21</b>
ROCKY MOUNTAIN POWER	0012042116	Electric Service	04/21/2016	1,779.63
	0020041916	Electric Service	04/19/2016	140.01
<b>ROCKY MOUNTAIN POWER Total</b>				<b>1,919.64</b>
RON'S ACE RENTALS & EQUIPMENT	179954	Trimmer Line and Heads	04/13/2016	176.00
<b>RON'S ACE RENTALS &amp; EQUIPMENT Total</b>				<b>176.00</b>
RUST, PETE	041416	MILEAGE / RUST	04/14/2016	63.18
<b>RUST, PETE Total</b>				<b>63.18</b>
SIX STATES DISTRIBUTORS INC	05 160167	SEAL	04/12/2016	40.67
<b>SIX STATES DISTRIBUTORS INC Total</b>				<b>40.67</b>
SKAGGS PUBLIC SAFETY UNIFORMS & EQUIPMENT	2657146 RI	SHIRT AND PANTS	04/12/2016	564.00
	2661276 RI	Supershirt	04/19/2016	351.90
<b>SKAGGS PUBLIC SAFETY UNIFORMS &amp; EQUIPMENT Total</b>				<b>915.90</b>
SMITH'S FOOD & DRUG INC	026307	Band Aid	04/11/2016	3.49
<b>SMITH'S FOOD &amp; DRUG INC Total</b>				<b>3.49</b>
SOUTHWEST DOORS INC	10386-01	Garage door repair	04/07/2016	140.95
	10419	Hinge and roller	04/20/2016	14.25
<b>SOUTHWEST DOORS INC Total</b>				<b>155.20</b>
SUNRISE ENGINEERING INC	0081159	Professional Services Through April 2, 2016	04/07/2016	1,310.50
<b>SUNRISE ENGINEERING INC Total</b>				<b>1,310.50</b>
SUNROC CORPORATION	40422788	Rock 1/2" Pea Gravel	04/06/2016	125.93
	40423364	pea gravel	04/08/2016	156.31
<b>SUNROC CORPORATION Total</b>				<b>282.24</b>
SWEETWATER COUNTY WEED & PEST	8317	Herbicide	04/06/2016	892.64
	8319	Buccaneer Plus 2.5, BTI Briquets	04/11/2016	652.50
<b>SWEETWATER COUNTY WEED &amp; PEST Total</b>				<b>1,545.14</b>
SWEETWATER TROPHIES	20105	PLAQUES	04/19/2016	80.00
<b>SWEETWATER TROPHIES Total</b>				<b>80.00</b>
THE TIRE DEN INC	1-255668	GOLD CROWNS	04/11/2016	160.00
	1-256093	BORE CAGE	04/20/2016	30.00
	1-GS255703	ULTRA GRIP ICE	04/12/2016	133.28
<b>THE TIRE DEN INC Total</b>				<b>323.28</b>
TNT SERVICE & REPAIR	10049	PRESSURE WASHER SERVICE	04/19/2016	159.95
<b>TNT SERVICE &amp; REPAIR Total</b>				<b>159.95</b>
TYLER TECHNOLOGIES INC	025-142413	CASH DRAWER MAINTENANCE	12/16/2015	(32.27)
	049280	Maintenance	03/31/2016	2,060.28
<b>TYLER TECHNOLOGIES INC Total</b>				<b>2,028.01</b>
UNIQUE TRUCK EQUIPMENT	63726A	12 VOLT	02/02/2016	201.89
	65411A	12 VOLT	04/13/2016	105.92
<b>UNIQUE TRUCK EQUIPMENT Total</b>				<b>307.81</b>
UNITED LABORATORIES	INV151040	Cleaning supplies	04/06/2016	481.32
<b>UNITED LABORATORIES Total</b>				<b>481.32</b>
US BANK	ABOD COSTA022316	LUNCH	02/25/2016	11.20
	ABOD DOLRT020416	VALENTINE DECORATIONS	02/25/2016	21.20
	ABOD OFFIC012916	PENS / WHITEOUT	02/25/2016	28.59
	ABOD OFFIC12916	SHARPIE MARKERS	02/25/2016	94.72
	ABOD S&SWO012816	supplies	02/25/2016	97.92
	ABOD SMITH021216	CANDY	02/25/2016	5.99
	ABOD STAPL012816	Paper	02/25/2016	84.76
	ABOD STAPL020916	Paper	02/25/2016	118.68
	ABOD WALMA021016	BAGS	02/25/2016	11.94
	ABOD WINGE022216	LUNCH	02/25/2016	13.00
	CDUN AMAZO020116	ROTARY BURR SET	02/25/2016	11.30
	CDUN AUTOT012816	FLOOR MAT	02/25/2016	138.10
	CMEA EXXON021916	FUEL	02/25/2016	19.41
	CMEA LOAFN022416	FUEL	02/25/2016	21.89
	CMEA MOONB020416	ANTENNA	02/25/2016	2,364.00
	CMEA MOONB020916	ANTENNA	02/25/2016	298.35

	CMEA NEWEG020516	POWER CABLE	02/25/2016	33.92
	CMEA UNION022116	PHONE SERVICE	02/25/2016	48.78
	CMEA VERIZ022216	PHONE SERVICE	02/25/2016	1,047.36
	CMEAT NEWEG20716	CABLE	02/25/2016	21.95
	KCRO AMAZ021616A	MOTORCYCLE TOOL	02/25/2016	39.90
	KCRO AMAZO012916	TORQUE WRENCH	02/25/2016	120.30
	KCRO AMAZO020416	LIGHT KIT	02/25/2016	99.99
	KCRO AMAZO021016	BREATHER VENT	02/25/2016	5.84
	KCRO AMAZO021316	WRENCH	02/25/2016	26.59
	KCRO AMAZO021616	Coupler	02/25/2016	14.16
	KCRO AMAZO21616	PISTON RING INSTALLER	02/25/2016	6.69
	KCRO BESTR020216	Parts	02/25/2016	532.06
	KCRO GLOBA012616	LADDER	02/25/2016	163.29
	KCRO MOUSE012616	SWITCH	02/25/2016	71.77
	KCRO MOUSE020216	ROCKER SWITCHES	02/25/2016	12.28
	KYAG GALLS021916	BOOTS	02/25/2016	128.94
<b>US BANK Total</b>				<b>5,714.87</b>
VSP - VISION SERVICE PLAN	MAY 2016	ACCOUNT 12 177998 0044	04/18/2016	1,915.14
<b>VSP - VISION SERVICE PLAN Total</b>				<b>1,915.14</b>
WESCO DISTRIBUTION INC	209688	Phil Lamp	04/07/2016	171.66
<b>WESCO DISTRIBUTION INC Total</b>				<b>171.66</b>
WESTERN RELIEF LLC	11436	Regular Service for Thomas Moran Park	03/31/2016	212.00
	11437	Regular Service for FMC Park	03/31/2016	106.00
	11438	Regular Service for Horse Corrals	03/31/2016	106.00
	11439	Regular Service for Expedition Island	03/31/2016	106.00
<b>WESTERN RELIEF LLC Total</b>				<b>530.00</b>
WHISLER CHEVROLET COMPANY INC	119266CVW	Parts	04/07/2016	78.49
	119306CVW	MODULE	04/11/2016	83.20
	119413CVW	Body	04/18/2016	211.93
<b>WHISLER CHEVROLET COMPANY INC Total</b>				<b>373.62</b>
WHITE MOUNTAIN LUMBER & RENTAL	2302583	Green Marking Paint	04/20/2016	10.24
	2302684	COUPLING	04/25/2016	0.62
<b>WHITE MOUNTAIN LUMBER &amp; RENTAL Total</b>				<b>10.86</b>
WYOMING DEPARTMENT OF AGRICULTURE	042516PAV	Food License for Pavilion	04/25/2016	50.00
	042516SP	Evers Spray Park Pool License	04/25/2016	50.00
<b>WYOMING DEPARTMENT OF AGRICULTURE Total</b>				<b>100.00</b>
WYOMING MACHINERY COMPANY	PO 4529901	Cover	04/01/2016	4.79
	PO 4533373	FILTERS	04/05/2016	35.56
	PO 4545575	OIL SAMPLE KITS	04/16/2016	850.00
	PO 4545576	Parts	04/16/2016	208.72
	PO 4546778	FILTERS	04/19/2016	43.50
	PO 4546779	NUTS AND SCREWS	04/19/2016	351.52
	PO 4548126	Parts	04/20/2016	152.16
<b>WYOMING MACHINERY COMPANY Total</b>				<b>1,646.25</b>
<b>Grand Total</b>				<b>286,683.86</b>

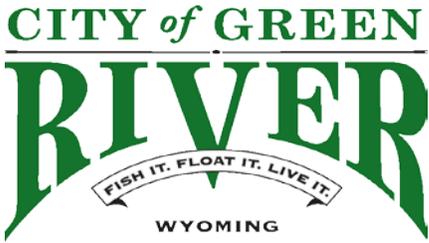


## Payroll Presented for 5-3-16 City Council

Net Payroll	229,381.20
Deductions	<u>71,827.95</u>
Total Payroll	<u>\$ 301,209.15</u>

Period 4/15/16-4/28/16

_____ Director of Finance, Chris Meats	_____ Date
_____ City Administrator, Reed Clevenger	_____ Date
_____ Mayor, Pete Rust	_____ Date



## Preauthorization List Presented for 5-3-16 City Council

Listed below are items needing to be paid prior to the next regularly scheduled council meeting. These amounts are estimates and require pre-authorization.

PAYROLL AND RELATED EXPENSES (includes FICA and Federal Tax deposit, workers comp. and Retirement)	\$ 1,000,000.00
PETTY CASH REIMBURSEMENT & POSTAGE	5,000.00
US BANK - Miscellaneous credit card charges	40,000.00
MUNICIPAL COURT - Jury fees	2,000.00
TRAVEL EXPENSES - Elected Officials & Employees	8,000.00
DEPOSIT REFUNDS - Faculty and Utility Refunds	10,000.00

**Total** **\$ 1,065,000.00**

Requested by : \_\_\_\_\_  
Director of Finance, Chris Meats