



CITY OF **DOUGLAS** WYOMING

REGULAR CITY COUNCIL MEETING
September 8, 2025 – 4:00 PM

Thank you for your cooperation in facilitating the public meeting process!

****Reasonable accommodations for persons with disabilities who wish to participate in this public meeting shall be made upon request to the City Manager, at 307-358-3462****

****Council meetings are broadcast live on Cable Channel 9 and streaming live on the City of Douglas website****

- 1. Call to Order, Roll Call, and Pledge of Allegiance**
- 2. Disclosures by City Council Members**
- 3. Approval of General Agenda (Corrections or Additions)**
- 4. Leadership Moment**
- 5. Public Comments**
- 6. Approval of Consent Docket**
 - a. Minutes**

Regular City Council Meeting: August 25, 2025
 - b. Bills & Claims**

Warrant Register: August 2025
 - c. Other – Consent**
 - d. Ratification of Board Appointment: WSF Foundation**
- 7. Presentations**
 - a. Todd Matthews: 35 Years of Service**
 - b. Proclamation: Childhood Cancer Awareness Month**
- 8. Discussion Items**

- a. **Truck Route: Modifications (Cedar & Cheyenne Street)**
- b. **Municipal Court Options**

9. Public Hearing

- a. **Ordinance 1053: An Ordinance Amending Sections 16.5.9.1, 16.5.9.2(B), 16.5.9.3(A-D), Table 5.9-1, 16.5.9.4(B)(i), 16.5.9.4(C, H, J, & K), 16.5.9.5(A)(ii) of the Douglas Municipal Code Pertaining to Signs**
- b. **Ordinance 1061: An Ordinance Amending Title 15 of Douglas Municipal Code by Adopting the 2024 Editions of the International Building Code, the International Fuel Gas Code, the International Mechanical Code, the International Plumbing Code, the International Residential Code, the International Existing Building Code, and the International Fire Code, as Published by the International Code Council; and Providing for Certain Amendments Thereof**
- c. **Ordinance 1062: An Ordinance Amending Table 4-6, Table 4-7, and Section 16.6.7.1 of the Douglas Municipal Code Pertaining to Travel Trailers and Recreational Vehicles (RVs)**

10. Tabled Items

- a. **Charter Ordinance No. 1060: Liquor, Bar & Grill**
- b. **Resolution 2025-22: A Resolution Adopting An Amendment To The Guidelines For Conduct Of Elected Officials Of The City of Douglas**

11. Council Action Items

- a. **Bid Award: 2025 3/4 Ton Crew Cab Pickup 4x4**
- b. **Bid Award: New 2025 Side Dump Trailer**
- c. **Human Resources: Policy Manual Update**
- d. **Public Relations: Social Media & Electronic Message Display Policy**
- e. **Consideration Part-Time Grant Writer Position (Funds already budgeted)**

12. Financial Report

13. Public Comments

14. City Manager's Report

15. Council Information

a. **Converse County Tourism Board Minutes: July 8, 2025 and July 22, 2025**

16. CircleBack Recap

17. Good People Doing Good Things

18. Community Update

a. **Event Calendar**

19. Executive Session

20. Adjourn

Monday, September 8, 2025

Call to Order at:

Meeting Adjourned at:

City Council Regular Minutes
August 25, 2025

1. Call to Order, Roll Call, and Pledge of Allegiance

Meeting called to order at 4:00 pm. Roll call was taken with the following City Council members present: Mayor Kim Pexton, Councilmember Ron McNare, Councilmember Perry Hershberger, and Councilmember Matthew Schmidt. Councilmember Joel Weeks was absent.

Also present: JD Cox, City Manager; Mike Armstrong, City Attorney; Clara Chaffin, Community Development Director; Devon Litzsinger, City Clerk; Todd Byerly, Chief of Police; John Harbarger, Public Works Director; Michele Carter, Human Resources Director; and Fleet Manager Clint Nystul.

Brinlee Bratton led the assembly in the Pledge of Allegiance.

2. Disclosures by City Council Members

None.

3. Approval of General Agenda (Corrections or Additions)

Councilmember Hershberger moved to approve the general agenda as presented. Seconded by Councilmember McNare. Motion carries 4-0.

4. Leadership Moment

Mayor Pexton provided an insightful speech.

5. Public Comments

None.

6. Approval of Consent Docket

Councilmember McNare moved to approve the consent docket as presented. Seconded by Councilmember Schmidt. Motion carries 4-0.

a. Minutes

Regular City Council Meeting: August 11, 2025

b. Bills & Claims

c. Other – Consent

7. Presentations

None.

8. Discussion Items

a. Recreational Vehicles & Zoning: Findings

Director Chaffin provided an overview and answered questions from council.

b. Bulk Water Sales & Pricing

Director Harbarger provided an overview and answered questions from council.

9. Public Hearing

- a. Resolution 2025-27:** A Resolution Authorizing a Conditional Use Permit to Douglas Baptist Church to Allow Limited Housing in a RE Residential Estates Zone at 135 Pearson Road (Douglas Baptist Church Addition, Lot 1)

Mayor Pexton opened the Public Hearing at 4:24 pm. Director Chaffin provided an overview. Public comments in favor or opposition: Citizen Brad Jenkins spoke on behalf of Douglas Baptist Church and answered questions from council. Closed public hearing at 4:46 pm. Councilmember Hershberger moved to approve resolution no. 2025-27 with the amendments that were made represented by Director Chaffin. Seconded by Councilmember Schmidt. Motion carries 4-0.

- b. Resolution 2025-26:** A Resolution Changing the Zoning of a Portion of the SE1/4 NE1/4 of Section 9, Township 32, Range 71 and a Portion of the SE1/4 of the SW1/4 NE1/4 of Section 9, Township 32, Range 71 from R-1 Neighborhood Residential and R-2 Medium Density Residential to GRN Greenspace. (Douglas Mountain)

Mayor Pexton opened the Public Hearing at 4:47 pm. Director Chaffin provided an overview. Public comments in favor or opposition: None. Closed public hearing at 4:49 pm. Councilmember Schmidt moved to approve resolution no. 2025-26 as presented. Seconded by Councilmember McNare. Motion carries 4-0.

- c. Resolution No. 2025-24: A Resolution Amending The Budget Of The City of Douglas, Wyoming, For The Fiscal Year 2425.**

Mayor Pexton opened the Public Hearing at 4:49 pm. City Manager Cox provided an overview and answered questions from council. Public comments in favor or opposition: None. Closed public hearing at 4:52 pm. Councilmember McNare moved to approve resolution no. 2025-24 as presented. Seconded by Councilmember Hershberger. Motion carries 4-0.

- d. Resolution No. 2025-25: A Resolution Amending The Budget Of The City of Douglas, Wyoming, For The Fiscal Year 2526.**

Mayor Pexton opened the Public Hearing at 4:53 pm. City Manager Cox provided an overview and answered questions from council. Public comments in favor or opposition: None. Closed public hearing at 4:58 pm. Councilmember Schmidt moved to approve resolution no. 2025-25 as

presented. Seconded by Councilmember McNare. Motion carries 4-0.

10. Tabled Items

a. Charter Ordinance No. 1060: Liquor, Bar & Grill

Remains tabled.

b. Resolution 2025-22: A Resolution Adopting An Amendment To The Guidelines For Conduct Of Elected Officials Of The City of Douglas

Remains tabled.

11. Council Action Items

a. Bid Award: Slurry Seal

Director Harbarger provided an overview. Councilmember McNare moved to accept the bid from Asphalt Preservation, LLP, for the Douglas City Street Slurry Seal Project in the amount of \$309,630.95 and authorize the City Manager to sign all associated documents. Seconded by Councilmember Hershberger. Motion carries 4-0.

b. Bid Award: Laramie Peak Motors

Fleet Manager Nystul provided an overview and answered questions from council. Councilmember Hershberger moved to approve the purchase of the 2022 Ford F250 4x4 from Laramie Peak Motors for the amount of \$43,500.00 and authorize the City Manager to sign all associated documents. Seconded by Councilmember Schmidt. Motion carries 4-0.

c. Public Relations: Social Media & Electronic Message Display Policy

City Clerk Litzsinger provided an overview and answered questions from council. Council requested clarifications be made, and the policy returned next council meeting.

12. Financial Report

a. Financial Report: July 2025

City Manager Cox provided an overview.

13. Public Comments

Citizen Mike Hollenback praised the Police Department and their response to his accident. He also praised Director Chaffin for her assistance. Hollenback questioned additional construction with the current water concerns. He also suggested a group of citizens review ordinances for needed changes.

14. City Manager's Report

City Manager Cox provided an overview on current happenings.

15. Council Information

Councilmember Hershberger commented on the repairs made to City Hall, questioned the piping project on Yellowstone & Riverbend, questioned the firework ordinance progress, and offered kudos to the landfill and how nice it is organized.

- a. **Aid To Others FY25 4th Quarter Report: Douglas Youth Hockey Association**

16. CircleBack Recap

Director Carter provided a Circle Back recap.

17. Special Presentation

- a. **Wyoming's First Peoples at the La Prele Site, Converse County, Wyoming by Dr. Todd Surovell**

Dr. Todd Surovell provided an informative presentation and answered questions from citizen Aaron Lore.

18. Good People Doing Good Things

Mayor Pexton applauded Bryce Tschida, a landfill employee, for his gratitude and acknowledgment of his team during a customer compliment.

19. Community Update

- a. **Event Calendar**

A video listing current events was played.

20. Executive Session

21. Adjourn

Councilmember Hershberger moved to adjourn the regular council meeting of August 25, 2025. Seconded by Councilmember Schmidt. Motion carries 4-0. Meeting adjourned at 5:50 pm.

Kim Pexton, Mayor

ATTEST:

Devon Litzsinger, City Clerk

Published: September 3, 2025

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
307 SIGNS AND MORE				
966794	PLAQUE	08/28/25	43.00	10-5100-3210
Total 307 SIGNS AND MORE:			43.00	
5 ACES PRINTING LLC				
10003	AD FOR BID-WTP INTAKE SLIDE GATES	07/02/25	150.00	10-5100-2115
10004	AD FOR BID-WTP INTAKE SLIDE GATES	07/09/25	150.00	10-5100-2115
10005	AD FOR BID-WTP INTAKE SLIDE GATES	07/16/25	150.00	10-5100-2115
10006	MINUTES	07/02/25	300.00	10-5100-2115
10119	AD FOR BID-LANDFILL COMPACTOR	07/09/25	90.00	10-5100-2115
10120	AD FOR BID-LANDFILL COMPACTOR	07/16/25	90.00	10-5100-2115
10121	AD FOR BID-2025 1 TON EXT CAB W/ BOX	07/09/25	90.00	10-5100-2115
10122	AD FOR BID-2025 1 TON EXT CAB W/ BOX	07/16/25	90.00	10-5100-2115
10123	AD FOR BID-2025 1 TON EXT CAB W/ BOX	07/09/25	90.00	10-5100-2115
10124	AD FOR BID-2025 1 TON EXT CAB W/ BOX	07/16/25	90.00	10-5100-2115
10125	AD FOR BID-2025 1 TON EXT CAB W/ BOX	07/09/25	90.00	10-5100-2115
10126	AD FOR BID-2025 1 TON EXT CAB W/ BOX	07/16/25	90.00	10-5100-2115
10127	AD FOR BID-COMPACT TRACTOR	07/09/25	90.00	10-5100-2115
10128	AD FOR BID-COMPACT TRACTOR	07/16/25	90.00	10-5100-2115
10129	PUBLIC HEARING-P&Z	07/09/25	90.00	10-5100-2115
10143	AD FOR BID-2025 1/2 TON CREW CAB	07/09/25	90.00	10-5100-2115
10144	AD FOR BID-2025 1/2 TON CREW CAB	07/16/25	90.00	10-5100-2115
10206	MINUTES	07/16/25	135.00	10-5100-2115
10258	AD FOR BID-2ND ST	07/23/25	105.00	10-5100-2115
10259	AD FOR BID-2ND ST	07/30/25	105.00	10-5100-2115
10260	WARRANT REGISTER	07/23/25	330.00	10-5100-2115
10261	MINUTES	07/23/25	840.00	10-5100-2115
10389	PUBLIC HEARING-P&Z	07/30/25	75.00	10-5100-2115
10394	PUBLIC NOTICE-SALARY PUBLICATIONS	07/30/25	255.00	10-5100-2115
Total 5 ACES PRINTING LLC:			3,765.00	
A & W WATER SERVICE INC				
9703	BULK WATER REFUND	08/07/25	23.12	31-5400-2175
Total A & W WATER SERVICE INC:			23.12	
A&I DISTRIBUTORS				
92161-00	ANTIFREEZE	07/24/25	424.29	10-5302-3237
92161-00	CYCLE OIL	07/24/25	108.80	10-5302-3237
92161-00	ANTIFREEZE	07/24/25	205.92	10-5302-3237
92161-00	DELIVERY FEE	07/24/25	8.95	10-5302-3237
Total A&I DISTRIBUTORS:			747.96	
ADVANCED ANIMAL CARE				
481011	PARVO BOOSTER	07/03/25	32.00	10-5202-3210
481011	BORDATELLA VACCINATION	07/03/25	29.00	10-5202-3210
481011	RATTLESNAKE BOOSTER	07/03/25	24.00	10-5202-3210
482517	K9 GROOMING	08/04/25	62.00	10-5202-3210
Total ADVANCED ANIMAL CARE:			147.00	
AFLAC				
082225	Payroll Deduction	08/22/25	390.32	10-20000225

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
Total AFLAC:			390.32	
ALLIANCE COMMUNICATION & TECHNOLOGIES LL				
17611	GATE CONTROLLER REPAIR	07/22/25	1,532.50	31-5401-2155
Total ALLIANCE COMMUNICATION & TECHNOLOGIES LL:			1,532.50	
AMERI-TECH EQUIPMENT COMPANY				
16046	LEVER/VALVE ASSEMBLY	08/04/25	148.89	10-5306-3210
16046	CONTROL VALVE HANDLE	08/04/25	92.00	10-5306-3210
16046	FREIGHT	08/04/25	25.42	10-5306-3210
Total AMERI-TECH EQUIPMENT COMPANY:			266.31	
AMUNDSEN ASSOCIATES LLC				
2025-127	COMMUNITY FACILITY ARCHITECUTURAL	06/02/25	44,079.25	57-5571-2153
2025-143	COMMUNITY FACILITY ARCHITECUTURAL	08/15/25	3,456.69	57-5570-2153
Total AMUNDSEN ASSOCIATES LLC:			47,535.94	
ARGIS SOLUTIONS INC				
2159	GIS SERVICES-AUDIT	07/31/25	891.00	10-5103-2120
2159	GIS SERVICES-ADDRESSING/PARCEL	07/31/25	145.50	10-5103-2120
2159	GIS SERVICES-SUBDIVISION/ZONING	07/31/25	630.50	10-5103-2120
Total ARGIS SOLUTIONS INC:			1,667.00	
ARROW ELECTRIC				
56001	SOCKET BASE	07/09/25	49.30	10-5305-3210
Total ARROW ELECTRIC:			49.30	
ATLAS PREMIER SERVICE				
80716	COPIER MAINTENANCE AGREEMENT	08/08/25	128.92	10-5201-2156
Total ATLAS PREMIER SERVICE:			128.92	
AYRES ASSOCIATES INC				
224309	VISIONING & SITE CONCEPT	08/01/25	598.50	10-5106-2158
224309	DOWNTOWN STRATEGIC PLAN	08/01/25	536.50	10-5106-2158
Total AYRES ASSOCIATES INC:			1,135.00	
BCN TELECOM INC				
082725	PHONE SERVICE	08/27/25	120.67	10-5100-2134
082725	PHONE SERVICE	08/27/25	8.28	10-5306-2134
Total BCN TELECOM INC:			128.95	
BISON PUMP & SUPPLY				
595922	GATES WIRE	08/07/25	74.25	34-5340-3210
595922	FITTING	08/07/25	38.29	34-5340-3210
595922	FITTING	08/07/25	99.18	34-5340-3210
595922	HOSE ASSEMBLY	08/07/25	9.50	34-5340-3210
595922	HOSE GUARD	08/07/25	15.00	34-5340-3210

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
Total BISON PUMP & SUPPLY:			236.22	
BLACK HILLS ENERGY				
082825	GAS SERVICE	08/28/25	35.37	10-5100-2133
082825	GAS SERVICE	08/28/25	129.67	10-5301-2133
082825	GAS SERVICE	08/28/25	9.09	10-5306-2133
082825	GAS SERVICE	08/28/25	96.56	10-5307-2133
082825	GAS SERVICE	08/28/25	98.91	31-5401-2133
082825	GAS SERVICE	08/28/25	14.05	31-5402-2133
082825	GAS SERVICE	08/28/25	70.94	32-5502-2133
082825	GAS SERVICE	08/28/25	137.36	34-5340-2133
082825	GAS SERVICE	08/28/25	9.50	10-5304-2133
Total BLACK HILLS ENERGY:			601.45	
BLOEDORN LUMBER - DOUGLAS				
651487	RETURN-CHAIN	07/31/25	1,299.80-	10-5306-3210
651848	RETURN-QUICK LINK	08/04/25	42.67-	10-5306-3210
653379	RETURN-LINE POST	08/15/25	159.95-	10-5306-3210
653785	RETURN-POSTCAPS	08/18/25	25.10-	10-5306-3210
655147	RETURN-LEVER ENTRY	08/28/25	83.69-	10-5305-3210
8917324	CHAIN	07/31/25	1,299.80	10-5306-3210
8918097	PAINT BRUSH	08/01/25	8.99	34-5340-3210
8918097	PAINT BRUSH	08/01/25	14.99	34-5340-3210
8918097	PAINT BRUSH	08/01/25	5.49	34-5340-3210
8918097	PAINT BRUSH	08/01/25	10.79	34-5340-3210
8922445	PRIMER PAINT	08/04/25	14.38	10-5306-3210
8922445	QUICK LINK	08/04/25	42.67	10-5306-3210
8922482	QUICK LINK	08/04/25	26.64	10-5306-3210
8924493	2X6	08/05/25	154.68	10-5305-3210
8924493	1X4	08/05/25	158.76	10-5305-3210
8924493	2X4	08/05/25	135.36	10-5305-3210
8924493	SCREWS	08/05/25	52.19	10-5305-3210
8924493	TRAY LINER	08/05/25	14.94	10-5305-3210
8924493	PAINT	08/05/25	117.98	10-5305-3210
8926852	BRACE BAND FENCING	08/06/25	114.84	10-5306-3210
8926852	POST CAPS FENCING	08/06/25	57.36	10-5306-3210
8926852	PRIMER PAINT	08/06/25	14.38	10-5306-3210
8926852	FG EYES	08/06/25	8.24	10-5306-3210
8926852	FG EYES	08/06/25	4.83	10-5306-3210
8926852	FG EYES	08/06/25	4.48	10-5306-3210
8927314	SCREWS	08/06/25	52.19	10-5305-3210
8929529	HARDWARE CLOTH	08/07/25	17.99	10-5305-3210
8929545	AVIATION SNIPS	08/07/25	16.99	10-5305-3210
8930293	STEERING KNOB	08/07/25	22.99	10-5304-3210
8936965	SCREWS	08/12/25	.98	10-5305-3210
8937403	PAINT	08/12/25	58.99	10-5305-3210
8937403	PAINT BRUSHES	08/12/25	9.16	10-5305-3210
8941418	ROLLER FRAME	08/14/25	3.79	10-5305-3210
8941418	HANDLE	08/14/25	17.99	10-5305-3210
8941945	LINE POST	08/14/25	159.95	10-5306-3210
8944274	CHAIN	08/15/25	129.98	10-5306-3210
89451930	STEERING KNOB	08/07/25	22.99	10-5304-3210
8953304	NOZZLE	08/20/25	9.99	10-5302-3210
8955503	POLY BRUSH	08/21/25	5.58	10-5304-3210
89598220	TERMINAL POST	08/15/25	175.92	10-5306-3210
8961382	PETSCREEN	08/25/25	24.99	31-5401-3210

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
8961667	CUTOFF SAW	08/25/25	599.99	10-5304-3220
8965022	CONCRETE MIX	08/27/25	45.36	10-5202-3210
8965606	BIT	08/22/25	11.45	32-5501-3210
8965606	ADHESIVE	08/22/25	15.28	32-5501-3210
8965606	FLAP DISC	08/22/25	25.98	32-5501-3210
8965606	SCREWS	08/22/25	65.69	32-5501-3210
8965606	2X8	08/22/25	71.95	32-5501-3210
8966126	2X8	08/27/25	43.17	32-5501-3210
8966727	LEVER ENTRY	08/28/25	83.69	10-5305-3210

Total BLOEDORN LUMBER - DOUGLAS:

2,343.61

BOMGAARS

410824	GLOVES	06/21/25	34.99	10-5202-3210
424118	EYE BOLT	08/01/25	11.90	10-5306-3210
424118	CHAIN	08/01/25	119.00	10-5306-3210
424118	COUPON	08/01/25	53.55	10-5306-3210
425335	DRILL BITS	08/05/25	10.58	10-5305-3210
425335	ROLLER COVER	08/05/25	9.99	10-5305-3210
425335	CHOP SAW WHEEL	08/05/25	12.98	10-5305-3210
425335	BOLTS	08/05/25	82.93	10-5305-3210
425814	FLAP DISC	08/07/25	11.98	10-5305-3210
425814	FLAP DISC	08/07/25	6.49	10-5305-3210
425868	SPRAY PAINT	08/07/25	27.96	10-5306-3210
425868	SPRAY PAINT	08/07/25	11.98	10-5306-3210
425920	BALL MOUNT	08/07/25	74.99	34-5340-3210
425920	STRAPS	08/07/25	8.97	34-5340-3210
425920	FASTENERS	08/07/25	.55	34-5340-3210
425920	FASTENERS	08/07/25	.59	34-5340-3210
425920	FASTENERS	08/07/25	1.78	34-5340-3210
426074	HAND SOAP	08/08/25	3.99	10-5304-3210
426074	HOSE END SPRAYER	08/08/25	15.99	10-5304-3210
426074	WATER	08/08/25	7.98	10-5304-3210
426136	GLOVES	08/08/25	29.98	10-5305-3210
428160	GAS CAN	08/14/25	14.99	10-5306-3210
429566	SPRAY BOTTLES	08/18/25	19.96	31-5401-3210
429571	WATER	08/18/25	7.98	10-5304-3210
429579	SCREWS	08/18/25	8.49	34-5340-3210
429579	SCREWS	08/18/25	7.99	34-5340-3210
429579	DRILL BITS	08/18/25	2.09	34-5340-3210
429579	FASTENERS	08/18/25	10.58	34-5340-3210
429579	FASTENERS	08/18/25	17.37	34-5340-3210
429946	TAPE MEASURE	08/20/25	24.99	10-5305-3210
429951	TRANSFER PUMP	08/20/25	297.49	10-5306-3210
430089	WATER	08/20/25	11.97	10-5306-3210
430454	PAINT	08/22/25	16.99	10-5304-3210
431414	PAINT	08/25/25	16.99	10-5304-3210
431430	BULBS	08/25/25	39.98	34-5340-3210
431430	BULBS	08/25/25	18.99	34-5340-3210
431430	SPRAY PAINT	08/25/25	19.98	34-5340-3210
431430	NUT DRIVER SET	08/25/25	4.99	34-5340-3210
431430	HOSE CLAMP	08/25/25	19.99	34-5340-3210
431430	NUT DRIVER SET	08/25/25	17.99	34-5340-3210
431430	UTILITY FABRIC	08/25/25	119.99	34-5340-3210
431587	COUPLING	08/26/25	59.98	10-5305-3210
431593	BATTERIES	08/26/25	499.98	10-5304-3220
431709	POWER WASHER	08/26/25	299.99	10-5304-3220
431744	GLOVES	08/26/25	14.99	10-5306-3210

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
431951	GLOVES	08/27/25	29.99	10-5304-3210
431983	SOCKET ADAPTER	08/26/25	4.99	32-5501-3210
432178	LEVEL	08/28/25	19.99	10-5304-3210
Total BOMGAARS:			2,061.75	
BOYS & GIRLS CLUB OF DOUGLAS				
2233-AUG	FUNDING ALLOCATION AGREEMENT	08/18/25	2,916.66	10-5110-8746
Total BOYS & GIRLS CLUB OF DOUGLAS:			2,916.66	
BURTON, RUSSELL				
082625	OPEN CONTAINER DEPOSIT REFUND	08/26/25	100.00	10-5100-2175
Total BURTON, RUSSELL:			100.00	
BUSINESS CENTER				
17279	COURTESY NOTICE FLYERS	07/21/25	21.00	10-5202-3210
17649	SHIPPING	08/13/25	1.00	10-5100-2101
17892	COMPUTER PAD	08/28/25	34.83	34-5340-3210
17892	RULER	08/28/25	2.70	34-5340-3210
Total BUSINESS CENTER:			59.53	
CANDO - DBA THE ENTERPRISE				
2042-JUL	FUNDING ALLOCATION AGREEMENT	08/18/25	9,166.00	10-5110-8714
Total CANDO - DBA THE ENTERPRISE:			9,166.00	
CAPITAL BUSINESS SYSTEMS INC				
1533403	MAINTENANCE AGREEMENT-PLOTTER	07/24/25	102.49	10-5106-2156
Total CAPITAL BUSINESS SYSTEMS INC:			102.49	
CASELLE INC				
INV-10097	ONLINE PAYSTUBS/W2'S	08/20/25	3,000.00	10-5103-3220
Total CASELLE INC:			3,000.00	
CASPER COLLEGE - CONT ED				
43563	REGISTRATION-WAMCAT FALL INSTITUTE	08/18/25	315.00	10-5109-2122
Total CASPER COLLEGE - CONT ED:			315.00	
CASPER TIN SHOP				
101031	WINDOW COVER/VENT INSTALLATION	08/21/25	1,619.00	34-5340-2155
Total CASPER TIN SHOP:			1,619.00	
CAV-FRONT RANGE				
C836418	SPEAKER CABLE	08/21/25	22.00	10-5100-3220
C836418	AMP	08/21/25	298.76	10-5100-3220
C836418	INSTALLATION	08/21/25	660.00	10-5100-3220
C836418	TRAVEL/LABOR	08/21/25	506.00	10-5100-3220
Total CAV-FRONT RANGE:			1,486.76	

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
CDW-G				
AF3312C	APC BACK UPS	08/06/25	852.80	31-5401-3210
AF3887D	UBIQUITY ANTENNA	08/08/25	364.90	32-5501-3220
AF46Z3E	REPLACEMENT BATTERIES	08/14/25	356.16	31-5401-3210
AF4GG7L	INK REFILL	08/08/25	31.67	31-5401-3210
AF4GG7L	INK REFILL	08/08/25	67.20	31-5401-3210
AF4GG7L	PRINTER	08/08/25	1,047.20	32-5501-3210
AF4GG7L	INK REFILL	08/08/25	31.67	32-5501-3210
AF4GG7L	INK REFILL	08/08/25	67.20	32-5501-3210
AF5516T	SAMSUNG TABLETS	08/20/25	2,489.76	10-5103-3220
AF5VF9M	LENOVO THINK CENTRE	08/18/25	776.70	10-5103-3220
Total CDW-G:			6,085.26	
CELLEBRITE INC				
INVUS288308	SUBSCRIPTION RENEWAL	07/31/25	13,525.00	10-5202-2156
Total CELLEBRITE INC:			13,525.00	
CENTRICITY GIS				
1765	CITYWORKS IMPLEMENTATION	07/31/25	21,000.00	10-5103-2158
Total CENTRICITY GIS:			21,000.00	
CENTURYLINK				
082725	TELEPHONE SERVICES	08/27/25	65.43	10-5307-2134
Total CENTURYLINK:			65.43	
CHALK BUTTES LANDSCAPING INC				
4082	COUPLER	07/09/25	.69	10-5304-3210
4082	NIPPLE	07/09/25	8.40	10-5304-3210
4082	NIPPLE	07/09/25	9.96	10-5304-3210
4104	HYDRANT INSTALLATION-PICKLEBALL COURT	07/21/25	2,979.82	10-5304-2155
4113	PIPE	08/01/25	1.14	10-5304-3210
4113	SWIVEL HOSE	08/01/25	48.05	10-5304-3210
4113	KEY	08/01/25	41.02	10-5304-3210
Total CHALK BUTTES LANDSCAPING INC:			3,089.08	
CITY OF CASPER				
636055	LANDFILL FEES	08/05/25	1,626.56	34-5340-2158
636055	LANDFILL FEES	08/05/25	1,736.72	34-5340-2158
636124	LANDFILL FEES	08/07/25	1,654.44	34-5340-2158
636124	LANDFILL FEES	08/07/25	1,557.88	34-5340-2158
636153	LANDFILL FEES	08/08/25	1,591.88	34-5340-2158
636153	LANDFILL FEES	08/08/25	1,142.40	34-5340-2158
636246	LANDFILL FEES	08/12/25	1,337.56	34-5340-2158
636246	LANDFILL FEES	08/12/25	1,489.88	34-5340-2158
636309	LANDFILL FEES	08/14/25	1,287.92	34-5340-2158
636309	LANDFILL FEES	08/14/25	1,494.64	34-5340-2158
636309	LANDFILL FEES	08/14/25	1,375.64	34-5340-2158
636336	LANDFILL FEES	08/15/25	1,668.72	34-5340-2158
636377	LANDFILL FEES	08/18/25	1,674.16	34-5340-2158
636378	LANDFILL FEES	08/18/25	1,543.60	34-5340-2158
636427	LANDFILL FEES	08/19/25	1,522.52	34-5340-2158
636483	LANDFILL FEES	08/21/25	1,487.84	34-5340-2158
636483	LANDFILL FEES	08/21/25	1,534.08	34-5340-2158

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
636510	LANDFILL FEES	08/22/25	1,575.56	34-5340-2158
636593	LANDFILL FEES	08/26/25	1,633.36	34-5340-2158
636593	LANDFILL FEES	08/26/25	1,387.88	34-5340-2158
636630	LANDFILL FEES	08/27/25	1,502.80	34-5340-2158
Total CITY OF CASPER:			31,826.04	
CITY OF DOUGLAS-HLTH INS TRN				
080825	HEALTH INSURANCE TRANSFER	08/08/25	90,332.77	10-10000900
081225	HEALTH INSURANCE TRANSFER	08/12/25	90,332.57	10-10000900
Total CITY OF DOUGLAS-HLTH INS TRN:			180,665.34	
CITY OF DOUGLAS-PETTY CASH				
373	REPLENISH PETTY CASH-QUIT CLAIM DEEDS	06/26/25	21.00	10-5106-3210
374	REPLENISH PETTY CASH-CAR WASH	07/02/25	20.00	10-5106-3210
375	REPLENISH PETTY CASH-DEEDS	07/22/25	48.00	10-5100-3210
375	REPLENISH PETTY CASH-TITLE	07/22/25	15.00	10-5100-3210
376	REPLENISH PETTY CASH-PLATES	07/22/25	2.00	10-5100-3210
377	REPLENISH PETTY CASH-TITLE	08/05/25	15.00	10-5100-3210
378	REPLENISH PETTY CASH-VIN INSPECTION	08/04/25	10.00	10-5100-3210
379	REPLENISH PETTY CASH-DEEDS	08/12/25	24.00	10-5100-3210
Total CITY OF DOUGLAS-PETTY CASH:			155.00	
CITY OF DOUGLAS-UTILITY PMNT				
082825	WATER/SEWER/SANITATION	08/28/25	516.37	10-5100-2132
082825	WATER/SEWER/SANITATION	08/28/25	491.18	10-5301-2132
082825	WATER/SEWER/SANITATION	08/28/25	22,974.16	10-5304-2132
082825	WATER/SEWER/SANITATION	08/28/25	34,203.38	10-5306-2132
082825	WATER/SEWER/SANITATION	08/28/25	5.70	10-5307-2132
082825	WATER/SEWER/SANITATION	08/28/25	147.32	31-5401-2132
082825	WATER/SEWER/SANITATION	08/28/25	2,481.36	31-5402-2132
082825	WATER/SEWER/SANITATION	08/28/25	224.52	32-5501-2132
082825	WATER/SEWER/SANITATION	08/28/25	31.24	32-5502-2132
18448	LANDFILL CHARGES	08/08/25	30.00	33-5600-2158
18448	LANDFILL CHARGES	08/08/25	30.00	10-5304-3210
18449	LANDFILL CHARGES	08/08/25	17,202.00	33-5600-2158
18467	LANDFILL CHARGES	08/15/25	33.00	33-5600-2158
18467	LANDFILL CHARGES	08/15/25	30.00	10-5304-3210
18468	LANDFILL CHARGES	08/15/25	16,813.50	33-5600-2158
18477	LANDFILL CHARGES	08/22/25	85.50	33-5600-2158
18477	LANDFILL CHARGES	08/22/25	30.00	33-5600-2158
18477	LANDFILL CHARGES	08/22/25	30.00	10-5304-3210
18478	LANDFILL CHARGES	08/22/25	18,147.00	33-5600-2158
Total CITY OF DOUGLAS-UTILITY PMNT:			113,506.23	
CIVIC PLUS LLC				
341918	WEBSITE RENEWAL FEE	09/01/25	10,942.46	10-5103-2156
343476	MEDIA ARCHIVING SUBSCRIPTION	08/01/25	4,688.00	10-5103-2156
Total CIVIC PLUS LLC:			15,630.46	
CIVIL ENGINEERING PROFESSIONAL				
22-043-26	ENGINEERING-WEST RIVER LIFT STATION	08/27/25	2,063.00	32-5852-2153
22-066-22	ENGINEERING-CLEARFIELD BOOSTER STATION	08/27/25	24,454.20	31-5840-2153
24-044-08	ENGINEERING-N 8TH ST	08/27/25	1,196.66	31-5840-2153

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
24-044-08	ENGINEERING-N 8TH ST	08/27/25	551.19	32-5852-2153
24-166-03	ENGINEERING-DOUGLAS LANDFILL	07/31/25	337.50	34-5340-2153
24-166-03	ENGINEERING-DOUGLAS LANDFILL	07/31/25	480.00	34-5340-2153
24-166-03	ENGINEERING-DOUGLAS LANDFILL	07/31/25	40.00	34-5340-2153
24-166-03	ENGINEERING-DOUGLAS LANDFILL	07/31/25	57.75	34-5340-2153
24-166-03	ENGINEERING-DOUGLAS LANDFILL	07/31/25	55.00	34-5340-2153
Total CIVIL ENGINEERING PROFESSIONAL:			29,235.30	
CLEVERPATH IT				
5100733	SOPHOS LICENSE AGREEMENT	08/01/25	108.00	10-5103-2120
Total CLEVERPATH IT:			108.00	
COMM GEAR SUPPLY				
2545	TACTICAL HEADSET	07/16/25	4,619.94	10-5202-3210
2545	TACTICAL RADIO AMPLIFIED HEADSET	07/16/25	1,109.94	10-5202-3210
2545	DISCOUNT	07/16/25	401.09	10-5202-3210
Total COMM GEAR SUPPLY:			5,328.79	
COMTRONIX				
6854214	DOOR REPAIR	08/11/25	1,663.00	10-5100-2155
6939091	ALARM MONITORING	09/01/25	147.15	10-5100-2156
Total COMTRONIX:			1,810.15	
CONVERSE COUNTY				
082125	JOINT JUSTICE EXPENDITURES	08/21/25	25,940.22	10-5111-8760
082125	JOINT JUSTICE EXPENDITURES	08/21/25	64,363.76	10-5111-8760
Total CONVERSE COUNTY:			90,303.98	
CONVERSE COUNTY CLERK				
2507-CCTS-03	DARK TRACE-EMAIL SUBSCRIPTION	07/25/25	5,800.00	10-5103-2158
Total CONVERSE COUNTY CLERK:			5,800.00	
CONVERSE COUNTY SHERIFF				
072025	BOOKING FEES	07/31/25	225.00	10-5201-2161
Total CONVERSE COUNTY SHERIFF:			225.00	
CONVERSE HOPE CENTER				
SFY26 7.25-JUL	FUNDING ALLOCATION AGREEMENT	08/27/25	1,666.67	10-5110-8759
Total CONVERSE HOPE CENTER:			1,666.67	
CORE & MAIN				
X453397	DUAL CHECK VALVE	08/08/25	155.00	31-5401-3210
X460834	DUAL CHECK VALVE	08/08/25	310.00	31-5401-3210
Total CORE & MAIN:			465.00	
COY, ALINEA				
082625	OPEN CONTAINER DEPOSIT REFUND	08/26/25	100.00	10-5100-2175

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
Total COY, ALINEA:			100.00	
COY, DEBRA J				
082725	JANITORIAL SERVICES	08/27/25	2,200.00	10-5100-2158
Total COY, DEBRA J:			2,200.00	
DATA SHEET SOLUTIONS LLC				
202507173	SDS TOOLBOX SERVICE	07/17/25	59.98	10-5302-3210
202507173	SDS TOOLBOX SERVICE	07/17/25	59.98	10-5304-3210
202507173	SDS TOOLBOX SERVICE	07/17/25	59.98	10-5305-3210
202507173	SDS TOOLBOX SERVICE	07/17/25	59.98	34-5340-3210
202507173	SDS TOOLBOX SERVICE	07/17/25	59.98	31-5401-3210
202507173	SDS TOOLBOX SERVICE	07/17/25	59.98	31-5402-3210
Total DATA SHEET SOLUTIONS LLC:			359.88	
DOUGLAS FR & EMBROIDERY				
081125	DPD BALLCAPS	08/11/25	150.00	10-5202-3233
Total DOUGLAS FR & EMBROIDERY:			150.00	
DOUGLAS HARDWARE HANK LLC				
372249	SPRAY PAINT	07/25/25	47.94	10-5304-3210
372373	FAUCET SUPPLY LINE	07/30/25	19.98	10-5304-3210
372398	ELBOW	07/30/25	11.97	10-5304-3210
372399	TOILET FLAPPER	07/30/25	8.99	10-5304-3210
372417	PAINT STRAINER	08/05/25	26.36	10-5305-3210
372441	J-BOLT	07/31/25	26.82	10-5306-3210
372468	COUPLING	08/01/25	6.99	31-5402-3210
372512	MARKING PAINT	08/04/25	19.98	10-5304-3210
372551	BATTERIES	08/05/25	7.59	31-5402-3210
372582	SPRAY PAINT	08/06/25	13.98	10-5305-3210
372582	SPRAY PAINT	08/06/25	27.96	10-5305-3210
372582	BATTERIES	08/06/25	8.99	10-5305-3210
372583	MOUSE TRAPS	08/06/25	11.99	10-5301-3210
372592	STENCIL SET	08/06/25	11.99	10-5305-3210
372592	SPRAY PAINT	08/06/25	13.98	10-5305-3210
372603	PAINT	08/06/25	49.99	10-5306-3210
372607	PAINT	08/07/25	49.99	10-5306-3210
372607	RETURN-PAINT	08/07/25	49.99-	10-5306-3210
372670	SPRAY PAINT	08/08/25	27.96	10-5305-3210
372731	BUSHING	08/11/25	9.98	10-5304-3210
372731	RETURN-HEX BUSHING	08/11/25	11.97-	10-5304-3210
372731	HEX BUSHING	08/11/25	8.99	10-5304-3210
372745	PIPE	08/11/25	4.59	10-5304-3210
372766	MARKING PAINT	08/12/25	9.99	32-5501-3210
372794	LUBRICANT	08/13/25	11.99	32-5501-3210
372808	SPRING CLAMP	08/13/25	2.39	10-5304-3210
372808	SUPER GLUE	08/13/25	6.59	10-5304-3210
372845	SPRAY PAINT	08/15/25	65.94	33-5600-3210
372856	WINDOW/DOOR SEALANT	08/15/25	12.99	32-5501-3210
372856	CABLE TIES	08/15/25	31.99	32-5501-3210
372856	GALVANIZING COMPOUND	08/15/25	9.59	32-5501-3210
372856	RUST TREATMENT	08/15/25	9.99	32-5501-3210
372856	COUPON	08/15/25	3.00-	32-5501-3210
372911	FLAG MARK STAND	08/19/25	27.98	10-5306-3210

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
372938	FLASHLIGHT	08/20/25	89.98	31-5402-3210
372944	LIME/RUST REMOVER	08/20/25	27.99	10-5304-3210
372944	SCRUB BRUSH	08/20/25	6.59	10-5304-3210
372984	QUICK LINK	08/22/25	19.96	10-5302-3210
372984	TAPE	08/22/25	4.99	10-5302-3210
373024	BUCKET	08/25/25	17.98	32-5501-3210
373024	SCRUB BRUSH	08/25/25	17.98	32-5501-3210
373024	SIMPLE GREEN CLEANER	08/25/25	7.49	32-5501-3210
373024	SIMPLE GREEN CLEANER	08/25/25	9.99	32-5501-3210
373042	SNOW PUSHER	08/25/25	43.99	34-5340-3210
373066	KEYS	08/26/25	12.00	10-5304-3210
373069	WAX RING	08/26/25	9.99	10-5100-3210
373074	FREIGHT	08/26/25	340.73	31-5401-3210
373091	STAPLER	08/27/25	9.99	31-5401-3210
373125	WINDEX	08/28/25	6.99	10-5304-3210
373125	LOCK NUTS	08/28/25	1.32	10-5304-3210

Total DOUGLAS HARDWARE HANK LLC:

1,169.45

ENERGY LABORATORIES INC

717965	WATER SAMPLING	07/01/25	63.00	31-5401-2158
718211	WATER SAMPLING	07/02/25	117.00	31-5401-2158
718521	CCR REVISION FEE	07/03/25	50.00	31-5401-2158
718869	WATER SAMPLING	07/07/25	104.00	31-5401-2158
725502	WATER SAMPLING	08/04/25	63.00	31-5401-2158
726410	WATER SAMPLING	08/07/25	152.00	31-5401-2158
726411	WASTEWATER SAMPLING	08/07/25	66.00	32-5501-2158
726413	WASTEWATER SAMPLING	08/07/25	66.00	32-5501-2158
727325	WATER SAMPLING	08/11/25	334.00	31-5401-2158
728014	WASTEWATER SAMPLING	08/13/25	66.00	32-5501-2158
728015	WATER SAMPLING	08/13/25	114.00	31-5401-2158
730655	WASTEWATER SAMPLING	08/25/25	180.00	32-5501-2158
730724	WASTEWATER SAMPLING	08/25/25	63.00	32-5501-2158

Total ENERGY LABORATORIES INC:

1,438.00

FIRE SUPPRESSION AUTHORITY

081125	FUNDING ALLOCATION AGREEMENT	08/11/25	33,619.35	10-5111-8744
081525	REMIT FUNDS RECEIVED FROM GRANT-FIRE TRAINING FACILI	08/15/25	58,359.65	10-5100-2158

Total FIRE SUPPRESSION AUTHORITY:

91,979.00

FLOYD'S TRUCK CENTER WY

X302079256:01	DEF MODULE	08/01/25	369.59	10-5305-3210
X302079585:01	DEF DOSER	08/12/25	651.25	10-5305-3210
X302079585:01	DOSER CORE	08/12/25	9.38	10-5305-3210
X302079585:01	LINE FITTING	08/12/25	16.34	10-5305-3210
X302079585:01	FREIGHT	08/12/25	30.00	10-5305-3210
X302079639:01	CREDIT-CORE	08/13/25	9.38	10-5305-3210
X302079708:01	SPRING PACK	08/20/25	1,164.79	33-5600-3210
X302079755:01	LIGHT ASSEMBLY	08/20/25	22.16	33-5600-3210
X302079856:01	RADIATOR	08/22/25	532.09	33-5600-3210
X302079856:01	RADIATOR	08/22/25	532.10	34-5340-3210

Total FLOYD'S TRUCK CENTER WY:

3,318.32

FOSMO, TIMOTHY

082625	OPEN CONTAINER DEPOSIT REFUND	08/26/25	100.00	10-5100-2175
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Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
Total FOSMO, TIMOTHY:			100.00	
FREEDOM MAILING SERVICE				
51045	UTILITY BILLING MAILING SERVICE	08/05/25	639.45	31-5400-2158
51045	UTILITY BILLING MAILING SERVICE	08/05/25	412.97	32-5500-2158
51045	UTILITY BILLING MAILING SERVICE	08/05/25	279.76	33-5600-2158
Total FREEDOM MAILING SERVICE:			1,332.18	
GALLS LLC				
031872176	SERVING SINCE ATTACHMENTS	07/09/25	68.97	10-5202-3233
Total GALLS LLC:			68.97	
GH PHIPPS WYOMING LLC				
25JW093-1	DOUGLAS COMMUNITY CENTER	08/31/25	686,526.76	57-5571-6542
25JW093-1	RETAINAGE-DOUGLAS COMMUNITY CENTER	08/31/25	34,326.29	57-20000210
Total GH PHIPPS WYOMING LLC:			652,200.47	
GRANITE TELECOMMUNICATIONS				
709650482	TELEPHONE SERVICES	08/01/25	181.85	10-5100-2134
709650482	TELEPHONE SERVICES	08/01/25	88.65	10-5301-2134
709650482	TELEPHONE SERVICES	08/01/25	178.20	32-5501-2134
Total GRANITE TELECOMMUNICATIONS:			448.70	
HACH COMPANY				
14617773	ZOBELLS ORP SOLUTION	08/08/25	88.89	31-5401-3210
14617773	VIAL	08/08/25	167.97	31-5401-3210
14617773	SHIPPING	08/08/25	15.05	31-5401-3210
Total HACH COMPANY:			271.91	
HAWKINS INC				
7123055-1	CHLORINE/SULFUR CYLINDER	07/02/25	603.99	32-5501-3210
7131884	CYLINDERS	07/15/25	230.00	31-5401-3210
7146415	CHLORINE CYLINDER	07/24/25	1,029.78	31-5401-3210
7146415	CHLORINE CYLINDER	07/24/25	686.52	31-5401-3210
7146415	CHLORINE CYLINDER	07/24/25	686.52	31-5401-3210
7146415	CHLORINE CYLINDER	07/24/25	343.26	31-5401-3210
7146415	FREIGHT/FUEL	07/24/25	30.00	31-5401-3210
7146415	CHLORINE CYLINDER	07/24/25	1,373.04	32-5501-3210
7146415	SULFUR DIOXIDE CYLINDER	07/24/25	260.73	32-5501-3210
7146415	FREIGHT/FUEL	07/24/25	20.00	32-5501-3210
Total HAWKINS INC:			5,263.84	
HDR ENGINEERING INC				
1200749033	WATER TREATMENT PLANT STUDY	08/14/25	18,008.35	31-5856-2158
Total HDR ENGINEERING INC:			18,008.35	
HOMAX OIL SALES INC				
0721620-IN	DIESEL	08/06/25	1,842.25	34-5340-3235
0723442-IN	DIESEL	08/21/25	1,617.43	34-5340-3235
70291C-CM	CREDIT	07/30/25	1,940.30	34-5340-3235

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
720291R-DM	CORRECTION	07/25/25	2,419.96	34-5340-3235
CL35337	FUEL	07/31/25	107.25	10-5100-3235
CL35337	FUEL	07/31/25	57.13	10-5106-3235
CL35337	FUEL	07/31/25	154.15	10-5201-3235
CL35337	FUEL	07/31/25	2,834.48	10-5202-3235
CL35337	FUEL	07/31/25	264.49	10-5302-3235
CL35337	FUEL	07/31/25	1,624.32	10-5304-3235
CL35337	FUEL	07/31/25	2,383.03	10-5305-3235
CL35337	FUEL	07/31/25	699.65	10-5306-3235
CL35337	FUEL	07/31/25	139.26	31-5401-3235
CL35337	FUEL	07/31/25	586.69	31-5402-3235
CL35337	FUEL	07/31/25	57.69	31-5403-3235
CL35337	FUEL	07/31/25	139.26	32-5501-3235
CL35337	FUEL	07/31/25	586.66	32-5502-3235
CL35337	FUEL	07/31/25	2,131.85	33-5600-3235
CL35337	FUEL	07/31/25	217.11	34-5340-3235
Total HOMAX OIL SALES INC:			15,922.36	
INTERNAL REVENUE SERVICE				
080825	PAYROLL DEDUCTION-941 TAX DEPOSIT	08/08/25	18,918.94	10-20000222
080825	PAYROLL DEDUCTION-941 TAX DEPOSIT	08/08/25	26,093.84	10-20000223
080825	PAYROLL DEDUCTION-941 TAX DEPOSIT	08/08/25	6,102.59	10-20000223
082225	PAYROLL DEDUCTION-941 TAX DEPOSIT	08/22/25	20,707.24	10-20000222
082225	PAYROLL DEDUCTION-941 TAX DEPOSIT	08/22/25	26,839.46	10-20000223
082225	PAYROLL DEDUCTION-941 TAX DEPOSIT	08/22/25	6,276.97	10-20000223
Total INTERNAL REVENUE SERVICE:			104,939.04	
JERRYS WELDING SERVICE				
34030	PIPE	07/22/25	137.55	34-5340-3210
Total JERRYS WELDING SERVICE:			137.55	
JKC ENGINEERING				
24-07-03	ENGINEERING-COMMUNITY CENTER	07/14/25	1,980.00	57-5571-2153
Total JKC ENGINEERING:			1,980.00	
JOHNSON, RACHEAL				
4965582	BOOT ALLOWANCE REIMBURSEMENT	08/02/25	80.70	10-5202-3233
Total JOHNSON, RACHEAL:			80.70	
JTL GROUP/DBA KNIFE RIVER, INC				
362569	ASPHALT	08/04/25	722.70	10-5305-2155
Total JTL GROUP/DBA KNIFE RIVER, INC:			722.70	
KELLEY, BRYAN				
082025	BOOT ALLOWANCE REIMBURSEMENT	08/25/25	100.00	10-5202-3233
Total KELLEY, BRYAN:			100.00	
LANGSTON, CYNTHIA				
080525	CEMETERY PURCHASE OVERPAYMENT REFUND	08/05/25	150.00	10-5100-2175

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
Total LANGSTON, CYNTHIA:			150.00	
LARAMIE PEAK HUMANE SOCIETY				
081225	RESTITUTION PAYMENT	08/12/25	20.00	10-20000206
082825	RESTITUTION PAYMENT	08/28/25	10.00	10-20000206
2025.13 JUL	FUNDING ALLOCATION AGREEMENT	07/31/25	9,166.67	10-5110-8734
2025.15 AUG	FUNDING ALLOCATION AGREEMENT	08/28/25	9,166.67	10-5110-8734
Total LARAMIE PEAK HUMANE SOCIETY:			18,363.34	
LARAMIE PEAK MOTORS LLC				
11259	VEHICLE-CSO TRUCK	08/27/25	43,500.00	47-5470-6548
Total LARAMIE PEAK MOTORS LLC:			43,500.00	
LARAMIE RANGE WATER TREATMENT & PLUMBING				
L02302507	WATER	08/18/25	16.00	34-5340-3210
L02302507	DELIVERY	08/18/25	3.00	34-5340-3210
LW2162504	WATER	08/04/25	8.00	34-5340-3210
LW2162504	DELIVERY	08/04/25	3.00	34-5340-3210
Total LARAMIE RANGE WATER TREATMENT & PLUMBING:			30.00	
LEADS ONLINE				
418543	TOTAL TRACK INVESTIGATION SYSTEM RENEWAL	05/15/25	2,666.00	10-5202-2156
Total LEADS ONLINE:			2,666.00	
LEAVITT GROUP				
1099787	AUTO PREMIUM	08/13/25	1,322.00	10-5100-2157
Total LEAVITT GROUP:			1,322.00	
LEXISNEXIS RISK DATA MANAGMENT INC				
1100170783-JUL	ACCURINT INFORMATION SERVICES	07/31/25	112.55	10-5202-2156
Total LEXISNEXIS RISK DATA MANAGMENT INC:			112.55	
LITHIA OF CASPER LLC				
348432	OIL COOLER	08/21/25	86.31	10-5202-3210
348432	GASKET	08/21/25	11.25	10-5202-3210
348432	GASKET	08/21/25	13.58	10-5202-3210
348432	GASKET	08/21/25	62.42	10-5202-3210
348432	GASKET	08/21/25	10.60	10-5202-3210
348432	SEAL	08/21/25	9.68	10-5202-3210
348432	SEAL	08/21/25	3.11	10-5202-3210
348432	THERMOSTAT	08/21/25	18.38	10-5202-3210
348432	SEAL	08/21/25	12.56	10-5202-3210
348432	SEAL	08/21/25	6.56	10-5202-3210
348432	V-BELT	08/21/25	29.57	10-5202-3210
348432	GASKET	08/21/25	40.38	10-5202-3210
348432	GASKET	08/21/25	9.50	10-5202-3210
348432	GASKET	08/21/25	23.94	10-5202-3210
348432	MANIFOLD	08/21/25	102.09	10-5202-3210
348432	RING	08/21/25	25.02	10-5202-3210
348432	O-RING KIT	08/21/25	20.05	10-5202-3210
348432	SPARK PLUGS	08/21/25	38.10	10-5202-3210

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
348432	IGNITION BOOT	08/21/25	50.58	10-5202-3210
348515	SPACER	08/25/25	6.91	10-5202-3210
348743	ENGINE	08/26/25	5,132.17	10-5202-3210
348743	CORE DEPOSIT	08/26/25	1,000.00	10-5202-3210
348743	FREIGHT	08/26/25	100.00	10-5202-3210
Total LITHIA OF CASPER LLC:			6,812.76	
MARKLEYS PRECISION COMPANY LLC				
24-053-3	ORPHA & CLEARFIELD TANK RE-COATING	08/25/25	117,671.14	31-5402-6544
24-053-3	RETAINAGE-ORPHA & CLEARFIELD TANK RE-COATING	08/25/25	5,883.56-	31-20000210
Total MARKLEYS PRECISION COMPANY LLC:			111,787.58	
MASA				
080825	PAYROLL DEDUCTION	08/08/25	323.00	10-20000225
Total MASA:			323.00	
MCCLURE, MATT				
080925	BOOT ALLOWANCE REIMBURSEMENT	08/09/25	200.00	10-5305-3210
Total MCCLURE, MATT:			200.00	
MCDANIEL, JASON				
080125	TREE REMOVAL REIMBURSEMENT	08/01/25	1,000.00	10-5304-2158
Total MCDANIEL, JASON:			1,000.00	
MERITAIN HEALTH				
082225	HEALTH INSURANCE PREMIUM	08/22/25	66,410.82	39-5390-1023
082225	HEALTH INSURANCE PREMIUM	08/22/25	6,837.12	39-5390-1058
Total MERITAIN HEALTH:			73,247.94	
MILLER, JUSTIN				
071425	TREE TRIM REIMBURSEMENT	07/14/25	750.00	10-5304-2158
Total MILLER, JUSTIN:			750.00	
MISSION SQUARE RETIREMENT				
080825	Payroll Deduction	08/08/25	7,400.89	10-20000224
082225	Payroll Deduction	08/22/25	7,817.24	10-20000224
Total MISSION SQUARE RETIREMENT:			15,218.13	
MOTOROLA SOLUTIONS INC				
8230531305	DEVICE PROGRAMMING	08/05/25	157.14	10-5202-2158
8282165284	MOBILE RADIOS	07/14/25	12,133.00	47-5470-6547
Total MOTOROLA SOLUTIONS INC:			12,290.14	
MOUNTAIN STATES LITHOGRAPHING				
251082	THANK YOU CARDS/ENVELOPES	07/25/25	265.86	10-5201-3210
Total MOUNTAIN STATES LITHOGRAPHING:			265.86	

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
NATIONAL ALLIANCE OF PRESRVATION COMM				
072325	MEMBERSHIP RENEWAL	07/23/25	150.00	10-5106-2120
Total NATIONAL ALLIANCE OF PRESRVATION COMM:			150.00	
NITV FEDERAL SERVICES				
15507	VOICE STRESS ANALYZER	07/17/25	11,995.00	10-5202-3220
Total NITV FEDERAL SERVICES:			11,995.00	
NORCO INC				
44209975	GLOVES	07/31/25	103.02	31-5402-3210
44209975	GLOVES	07/31/25	34.34	31-5402-3210
44209975	LENS CLEANING TOWELETES	07/31/25	15.66	31-5402-3210
44209975	SAFETY GLASSES	07/31/25	63.21	31-5402-3210
44240260	BOWL CLEANER	08/01/25	99.13	10-5304-3210
44240260	KLEENEX	08/01/25	182.00	10-5304-3210
44240260	HAND SOAP	08/01/25	69.17	10-5304-3210
44240261	ROLL TOWELS	08/01/25	48.10	10-5304-3210
44241221	COMPRESSED GAS	08/01/25	59.78	10-5302-3210
44241221	HANDLING FEE	08/01/25	19.50	10-5302-3210
44274162	ALUMINUM WIRE	08/06/25	10.43	10-5302-3210
44274162	GRINDING DISCS	08/06/25	109.30	10-5302-3210
44292575	ALUMINUM WIRE	08/08/25	93.87	10-5302-3210
44346449	TOILET TISSUE	08/15/25	182.00	31-5402-3210
44346449	TRASH BAGS	08/15/25	106.56	31-5402-3210
44346449	DELIVERY CHARGE	08/15/25	19.50	31-5402-3210
Total NORCO INC:			1,215.57	
NOREGON SYSTEMS LLC				
INV00286359	LINK CABLE	07/28/25	249.00	10-5302-3210
INV00286359	FREIGHT	07/28/25	23.76	10-5302-3210
Total NOREGON SYSTEMS LLC:			272.76	
NORMONT EQUIPMENT COMPANY				
34213	CRACK SEAL	07/22/25	2,816.00	10-5305-3210
34275	HEATING OIL CONTROLLER	08/04/25	475.00	10-5305-3210
34275	FREIGHT	08/04/25	18.96	10-5305-3210
34383	CRACK SEAL	08/22/25	1,968.81	10-5305-3210
34383	CRACK SEAL	08/22/25	1,968.81	10-5305-3210
34383	CRACK SEAL	08/22/25	1,968.81	10-5305-3210
34383	CRACK SEAL	08/22/25	1,596.45	10-5305-3210
34383	SHIPPING	08/22/25	707.50	10-5305-3210
Total NORMONT EQUIPMENT COMPANY:			11,520.34	
NV5 INC				
462679	COMMUNITY FACILITY	08/28/25	10,099.00	57-5571-2153
Total NV5 INC:			10,099.00	
OBERLANDER, JOSHUA M				
113-3181646	BOOT ALLOWANCE REIMBURSEMENT	08/10/25	200.00	31-5401-3210
Total OBERLANDER, JOSHUA M:			200.00	

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
ONE CALL OF WYOMING				
76403	UTILITY LOCATES	08/08/25	17.85	10-5304-2120
Total ONE CALL OF WYOMING:			17.85	
OUTDOOR ENTHUSIASTS OF CONVERSE COUNTY				
082625	OPEN CONTAINER PERMIT REFUND	08/26/25	25.00	10-5100-2175
Total OUTDOOR ENTHUSIASTS OF CONVERSE COUNTY:			25.00	
PAQUETTE, SHANDI				
082625	OPEN CONTAINER DEPOSIT REFUND	08/26/25	100.00	10-5100-2175
Total PAQUETTE, SHANDI:			100.00	
PAYMENTECH				
081325	RECORD CREDIT CARD PROCESSING FEE	08/13/25	408.87	31-5400-2158
081325	RECORD CREDIT CARD PROCESSING FEE	08/13/25	264.06	32-5500-2158
081325	RECORD CREDIT CARD PROCESSING FEE	08/13/25	178.88	33-5600-2158
Total PAYMENTECH:			851.81	
PEASLEY & ARMSTRONG LLP				
1946	LEGAL SERVICES	08/07/25	5,108.00	10-5100-2151
1946	LEGAL SERVICES	08/07/25	2,780.00	10-5105-2151
Total PEASLEY & ARMSTRONG LLP:			7,888.00	
PNC BANK				
24-053-1-3	RETAINAGE-ORPHA & CLEARFIELD TANK RE-COATING	09/03/25	19,146.06	31-20000210
Total PNC BANK:			19,146.06	
POCKET PRESS LLC				
147675	CRIMINAL & TRAFFIC LAW POCKET MANUALS	08/20/25	199.80	10-5202-3210
Total POCKET PRESS LLC:			199.80	
PORTER, TOBY				
04704S	BOOT ALLOWANCE REIMBURSEMENT	08/26/25	200.00	34-5340-3210
Total PORTER, TOBY:			200.00	
POWDER RIVER CONSTRUCTION INC				
24-049-6	POOL RENOVATION	08/25/25	249,839.76	55-5550-6544
24-049-6	RETAINAGE-POOL RENOVATION	08/25/25	12,491.99	55-20000210
Total POWDER RIVER CONSTRUCTION INC:			237,347.77	
PTOLEMY GROUP INC				
12112	OFFICE 365	08/01/25	1,857.00	10-5103-2158
Total PTOLEMY GROUP INC:			1,857.00	
PURCELL TIRE & SERVICE CENTER				
31112214	TIRES	06/26/25	1,517.74	10-5305-3210
31112214	DELIVERY CHARGE	06/26/25	120.00	10-5305-3210
31112214	SHOP MATERIALS	06/26/25	8.40	10-5305-3210

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
Total PURCELL TIRE & SERVICE CENTER:			1,646.14	
QUILL CORPORATION				
44960446-1	SHARPIES	07/18/25	19.08	10-5100-3201
Total QUILL CORPORATION:			19.08	
RADAR SHOP INC, THE				
26353	RADAR UNIT RECERTIFICATION	07/14/25	1,100.00	10-5202-2155
RS-13479	RADAR REPAIRS	08/15/25	321.00	10-5202-2155
Total RADAR SHOP INC, THE:			1,421.00	
RADDCO LLC				
112560	RAGS	08/01/25	40.00	10-5304-3210
112596	WIPER BLADES	08/11/25	19.98	10-5306-3210
112683	PLIERS	08/04/25	16.49	10-5302-3220
112733	OIL FILTER	08/04/25	6.87	10-5302-3210
112734	ENGINE OIL	08/04/25	59.98	10-5302-3237
112753	TIRE PRESSURE SENSOR	08/04/25	43.81	10-5202-3210
112847	CABIN FILTER	08/05/25	10.00	10-5302-3210
112878	CLEANING WIPES	08/06/25	7.76	10-5302-3210
113032	CABIN FILTER	08/07/25	20.00	10-5302-3210
113085	FUEL FILTER	08/08/25	15.08	10-5302-3210
113115	TURN ROTORS	08/11/25	33.00	10-5304-3210
113115	BRAKE PADS	08/11/25	44.99	10-5304-3210
113198	WIPER BLADES	08/11/25	12.44	10-5202-3210
113212	AIR DRIER	08/11/25	64.04	10-5302-3210
113233	POWER STEERING	08/11/25	17.64	10-5302-3210
113233	TRANSMISSION FILTER	08/11/25	15.57	10-5302-3210
113245	OIL SEAL	08/11/25	21.55	10-5305-3210
113490	OIL FILTER	08/14/25	6.20	10-5302-3210
113490	CABIN FILTER	08/14/25	10.00	10-5302-3210
113536	CLEANING TOWELS	08/14/25	6.77	10-5302-3210
Total RADDCO LLC:			472.17	
RAILROAD MANAGEMENT CO				
530559	SEWER LINE EASEMENT	07/28/25	417.05	32-5502-4310
Total RAILROAD MANAGEMENT CO:			417.05	
RAMSHORN CONSTRUCTION INC				
24-018-5	N 2ND STREET IMPROVEMENT PROJECT	08/22/25	323,950.24	56-5560-6544
24-018-5	RETAINAGE-N 2ND STREET IMPROVEMENT PROJECT	08/22/25	16,197.51	56-20000210
24-018-5	N 2ND STREET IMPROVEMENT PROJECT	08/22/25	142,178.16	31-5840-6544
24-018-5	RETAINAGE-N 2ND STREET IMPROVEMENT PROJECT	08/22/25	7,108.91	31-20000210
Total RAMSHORN CONSTRUCTION INC:			442,821.98	
ROCKY MOUNTAIN POWER				
082725	ELECTRICITY SERVICES	08/27/25	9,307.95	10-5100-2131
082725	ELECTRICITY SERVICES	08/27/25	217.26	10-5201-2131
082725	ELECTRICITY SERVICES	08/27/25	355.03	10-5301-2131
082725	ELECTRICITY SERVICES	08/27/25	1,583.20	10-5304-2131
082725	ELECTRICITY SERVICES	08/27/25	464.02	10-5306-2131
082725	ELECTRICITY SERVICES	08/27/25	245.05	10-5307-2131

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
082725	ELECTRICITY SERVICES	08/27/25	10,812.53	31-5401-2131
082725	ELECTRICITY SERVICES	08/27/25	929.59	31-5402-2131
082725	ELECTRICITY SERVICES	08/27/25	8,020.04	32-5501-2131
082725	ELECTRICITY SERVICES	08/27/25	845.10	32-5502-2131
082725	ELECTRICITY SERVICES	08/27/25	664.60	34-5340-2131
082825	ELECTRICITY SERVICES	08/28/25	366.13	10-5301-2131
Total ROCKY MOUNTAIN POWER:			33,810.50	
SAFEWAY STORES				
724012	ICE-4TH OF JULY EVENT	07/04/25	17.94	10-5201-3210
725481	FLATWARE-4TH OF JULY EVENT	07/09/25	5.23	10-5201-3210
726480	COFFEE PODS	08/13/25	31.98	10-5100-3230
726480	COFFEE	08/13/25	79.96	10-5100-3230
726480	CREAMER	08/13/25	7.99	10-5100-3230
726480	WATER	08/13/25	9.98	10-5100-3230
726480	KLEENEX	08/13/25	9.99	10-5100-3210
726480	PAPER TOWELS	08/13/25	25.99	10-5100-3210
802396	BATH TISSUE	08/26/25	29.98	10-5305-3210
805736	WATER-4TH OF JULY EVENT	07/03/25	10.47	10-5201-3210
805736	GATORADE-4TH OF JULY EVENT	07/03/25	25.98	10-5201-3210
807019	BATH TISSUE	08/14/25	31.47	10-5305-3210
809573	BATH TISSUE	08/21/25	29.98	10-5305-3210
Total SAFEWAY STORES:			316.94	
SMITH PSYCHOLOGICAL SERVICES LLC				
1348799620	EAP SERVICES	06/06/25	79.00	10-5100-1032
Total SMITH PSYCHOLOGICAL SERVICES LLC:			79.00	
SOUTHWEST VALVE & EQUIPMENT LLC				
45378B40114	SLUICE GATE	08/11/25	15,513.00	31-5408-6544
Total SOUTHWEST VALVE & EQUIPMENT LLC:			15,513.00	
STOTZ EQUIPMENT/GREENLINE EQUIP				
035725	THROTTLE LINKAGE	08/22/25	35.78	10-5306-3210
Total STOTZ EQUIPMENT/GREENLINE EQUIP:			35.78	
TEXAS PNEUDRAULIC INC				
046615	LOWER LINK	08/20/25	695.00	10-5305-3210
046615	TAIL GATE SEAL	08/20/25	187.20	10-5305-3210
046615	UPPER LINK	08/20/25	305.00	10-5305-3210
046615	LINK PIN	08/20/25	327.00	10-5305-3210
046615	CAM ROLLER	08/20/25	566.00	10-5305-3210
046615	FREIGHT	08/20/25	210.76	10-5305-3210
Total TEXAS PNEUDRAULIC INC:			2,290.96	
TOP OFFICE PRODUCTS				
203506	COPIER MAINTENANCE AGREEMENT	07/25/25	16.98	10-5301-2156
203506	COPIER MAINTENANCE AGREEMENT	07/25/25	20.33	10-5301-2156
203506	COPIER MAINTENANCE AGREEMENT	07/25/25	2.31	10-5106-2156
203506	COPIER MAINTENANCE AGREEMENT	07/25/25	33.98	10-5106-2156
203506	COPIER MAINTENANCE AGREEMENT	07/25/25	30.00	10-5100-2156
203506	COPIER MAINTENANCE AGREEMENT	07/25/25	328.43	10-5100-2156

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
Total TOP OFFICE PRODUCTS:			432.03	
TORGERSON'S EQUIPMENT LLC				
P10089	FILLER CAP	08/18/25	112.48	10-5306-3210
Total TORGERSON'S EQUIPMENT LLC:			112.48	
UNITED STATES POSTAL SERVICE				
082825	POSTAGE	08/28/25	500.00	10-5100-2101
Total UNITED STATES POSTAL SERVICE:			500.00	
VERIZON WIRELESS				
082825	CELLULAR SERVICE	08/28/25	323.88	10-5106-2134
082825	CELLULAR SERVICE	08/28/25	80.02	10-5201-2134
082825	CELLULAR SERVICE	08/28/25	3,196.20	10-5202-2134
082825	CELLULAR SERVICE	08/28/25	16.70	31-5402-2134
082825	CELLULAR SERVICE	08/28/25	33.40	32-5502-2134
082825	CELLULAR SERVICE	08/28/25	56.50	10-5102-2134
082825	CELLULAR SERVICE	08/28/25	16.70	31-5401-2134
Total VERIZON WIRELESS:			3,723.40	
VISA-CONVERSE COUNTY BANK				
001872	FUEL-STRESS ANALYZER TRAINING	08/01/25	43.68	10-5202-2123
001948	MEAL-STRESS ANALYZER TRAINING	08/01/25	12.44	10-5202-2123
004986	BAG CHARGE-NASRO CONFERENCE	07/04/25	40.00	10-5202-2123
006295	MEAL-NASRO CONFERENCE	07/06/25	54.99	10-5202-2123
007763	MEAL-NASRO CONFERENCE	07/07/25	16.61	10-5202-2123
00844	MEAL-NASRO CONFERENCE	07/08/25	42.64	10-5202-2123
009949	MEAL-NASRO CONFERENCE	07/09/25	20.24	10-5202-2123
010110	MEAL-NASRO CONFERENCE	07/10/25	34.15	10-5202-2123
011010	MEAL-NASRO CONFERENCE	07/11/25	29.30	10-5202-2123
011016	BAG CHARGE-NASRO CONFERENCE	07/11/25	40.00	10-5202-2123
015830	MEAL	08/15/25	40.94	10-5102-2123
016748	BALLOON-WY STATE FAIR PARADE	08/16/25	1.50	10-5100-3210
016748	BALLOON-WY STATE FAIR PARADE	08/16/25	1.50	10-5100-3210
016748	BALLOON-WY STATE FAIR PARADE	08/16/25	1.50	10-5100-3210
019832	HANGERS	08/19/25	27.56	10-5201-3210
028433	MEAL-STRESS ANALYZER TRAINING	07/28/25	15.07	10-5202-2123
029647	MEAL-STRESS ANALYZER TRAINING	07/29/25	27.75	10-5202-2123
029821	MEAL-STRESS ANALYZER TRAINING	07/29/25	10.16	10-5202-2123
030144	MEAL-STRESS ANALYZER TRAINING	07/30/25	18.27	10-5202-2123
030736	MEAL-STRESS ANALYZER TRAINING	07/30/25	21.60	10-5202-2123
030772	MEAL	07/30/25	36.22	10-5102-2123
031222	MEAL-STRESS ANALYZER TRAINING	07/31/25	26.93	10-5202-2123
072125	REGISTRATION-ROCKY MTN COMMAND COLLEGE	07/21/25	500.00	10-5202-2122
080725	TRANSPORTATION	08/07/25	30.95	10-5102-2123
080825	TRANSPORTATION	08/08/25	33.13	10-5102-2123
0AB278096W77921	REGISTRATION-FBINA TRAINER COURSE	07/07/25	50.00	10-5202-2122
1009	MEAL-STRESS ANALYZER TRAINING	07/28/25	16.06	10-5202-2123
112-0727794	DOOR CHIME	07/08/25	45.99	10-5106-3210
112-6048282	CAT FOOD-CSO SUPPLIES	08/07/25	29.48	10-5202-3210
112-6048282	SHIPPING	08/07/25	6.99	10-5202-3210
112-7889841	WIRELESS HEADSETS	08/05/25	319.90	10-5100-3220
112-7889841	COUPON	08/05/25	6.99	10-5100-3220
112-7972440	SPIRAL NOTEPADS	08/05/25	23.35	10-5202-3210

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
112-8349954	SECURITY VESTS	08/06/25	35.97	10-5106-3210
112-8349954	SHIPPING	08/06/25	11.31	10-5106-3210
112-8590773	WIRELESS MOUSE	07/29/25	36.98	10-5106-3210
112-9425465	PLOTTER PAPER	07/10/25	149.00	10-5106-3210
114-2092565	LENS HOOD	08/05/25	7.99	10-5109-3220
114-2092565	LENS CAP	08/05/25	19.00	10-5109-3220
114-2092565	LENS HOOD	08/05/25	7.99	10-5109-3220
114-2092565	MIC CORD	08/05/25	12.86	10-5109-3220
114-2092565	CAMERA STRAP	08/05/25	15.99	10-5109-3220
114-2092565	LENS CAP	08/05/25	19.00	10-5109-3220
114-2549692	AUX CABLE	07/31/25	7.19	10-5109-3220
114-2549692	MAGNETIC CABLE TIES	07/31/25	14.99	10-5109-3220
114-2549692-1	RETURN-AUX CABLE	08/06/25	7.19	10-5109-3220
114-7117911	EVENT SPEAKERS	07/31/25	641.98	10-5109-3220
114-7169758	SAFETY VESTS	07/31/25	9.89	10-5109-3210
114-7169758	CABLE	07/31/25	9.29	10-5109-3210
114-7169758	HARD HAT	07/31/25	8.49	10-5109-3210
114-7169758	SAFETY VEST	07/31/25	14.98	10-5109-3210
116411	MEAL-NASRO CONFERENCE	07/05/25	17.00	10-5202-2123
116817	MEAL-NASRO CONFERENCE	07/07/25	20.25	10-5202-2123
12906	WATER-WY STATE FAIR	08/12/25	10.47	10-5202-3210
12906	GATORADE-WY STATE FAIR	08/12/25	25.98	10-5202-3210
12912743413	REGISTRATION-WSWRA CONFERENCE	07/23/25	375.00	34-5340-2122
12912743413	REGISTRATION-WSWRA CONFERENCE	07/23/25	375.00	34-5340-2122
151088321	LODGING	08/22/25	1,078.26	10-5102-2123
15427	WATER-WY STATE FAIR PARADE	08/15/25	3.49	10-5100-3230
15427	ICE-WY STATE FAIR PARADE	08/15/25	5.98	10-5100-3230
15427	MUFFINS-WY STATE FAIR PARADE	08/15/25	10.99	10-5100-3230
1557531433	LAPTOP CASE	08/06/25	225.26	10-5202-3210
156952848	LODGING	08/21/25	369.51	34-5340-2123
156953039	LODGING	08/21/25	369.51	34-5340-2123
15873935564	MEAL-STRESS ANALYZER TRAINING	07/28/25	16.32	10-5202-2123
20250731	MEAL-STRESS ANALYZER TRAINING	07/31/25	33.81	10-5202-2123
2025-210019949	REGISTRATION-GOVERNMENT SOCIAL MEDIA CONFERENCE	07/31/25	399.00	10-5109-2122
20523	BATH TISSUE	08/20/25	31.48	10-5305-3210
2806	AIRPORT PARKING-NASRO CONFERENCE	07/12/25	42.00	10-5202-2123
2966	THC TEST KITS	08/05/25	135.00	10-5202-3210
3155425761	ADOBE ACROBAT STANDARD	07/11/25	132.17	10-5305-3210
45069	MEAL-NASRO CONFERENCE	07/05/25	27.25	10-5202-2123
52791304	LODGING-NASRO CONFERENCE	07/11/25	1,151.16	10-5202-2123
53099873	LODGING	08/24/25	932.54	10-5202-2123
5958	MEAL	08/05/25	22.59	10-5102-2123
5996	SUBSCRIPTION-K9 ACTIVITY TRACKING SOFTWARE	07/06/25	174.00	10-5202-3210
7111	BATH TISSUE	08/07/25	34.62	10-5305-3210
73175984968280	TRAVEL-K9 HANDLER CONFERENCE	07/17/25	636.97	10-5202-2123
746691	BADGE/WALLET NAME PLATES	07/08/25	99.00	10-5202-3233
8130	REGISTRATION-DEATH INVESTIGATOR COURSE	08/20/25	825.00	10-5202-2122
8349	MEAL	08/08/25	25.62	10-5102-2123
8415	PARKING	08/08/25	28.00	10-5102-2123
8446	JOLLY RANCHERS-PARADE CANDY	08/08/25	29.98	10-5100-3210
8446	HALLOWEEN VARIETY-PARADE CANDY	08/08/25	99.95	10-5100-3210
8446	DUM DUMS-PARADE CANDY	08/08/25	44.95	10-5100-3210
8446	CHILDS PLAY MIX-PARADE CANDY	08/08/25	87.92	10-5100-3210
8446	AIRHEADS-PARADE CANDY	08/08/25	68.77	10-5100-3210
94981	LODGING-STRESS ANALYZER TRAINING	08/01/25	642.60	10-5202-2123
PLA119637	PLAUD NOTE	08/14/25	159.00	10-5109-3220
PLA119637	WORRY FREE PURCHASE	08/14/25	2.49	10-5109-3220
W363485	PAPER TARGETS	07/09/25	265.00	10-5202-3210

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
WN27949539	STANDOFFS-FOYER REMODEL	07/30/25	137.94	10-5100-2155
WN27949539	ACRYLIC SHEETS-FOYER REMODEL	07/30/25	265.36	10-5100-2155
WN27949539	ACRYLIC SHEETS-FOYER REMODEL	07/30/25	279.00	10-5100-2155
Total VISA-CONVERSE COUNTY BANK:			12,343.81	
VISIONARY COMMUNICATIONS INC				
1346149	PHONE SERVICE	08/01/25	815.68	10-5100-2134
1376467	PHONE SERVICE	08/01/25	176.62	10-5103-2158
Total VISIONARY COMMUNICATIONS INC:			992.30	
WALKER, RICHARD				
081325	CREDIT BALANCE REFUND	08/13/25	63.13	01-11750000
Total WALKER, RICHARD:			63.13	
WAYNE COLEMAN CONSTRUCTION				
22-066-8	CLEARFIELD BOOSTER STATION PROJECT	08/25/25	233,150.00	31-5840-6544
22-066-8	RETAINAGE-CLEARFIELD BOOSTER STATION PROJECT	08/25/25	11,657.50-	31-20000210
Total WAYNE COLEMAN CONSTRUCTION:			221,492.50	
WESTERN SKIES TECHNOLOGY				
25031	UNIT 245 UPFIT	08/15/25	6,035.00	47-5470-6548
25033	UNIT 222 PARTS	08/19/25	763.00	47-5470-6548
Total WESTERN SKIES TECHNOLOGY:			6,798.00	
WHEATLAND GARAGE DOOR LLC				
5067	SERVICE CALL/LABOR	08/28/25	630.00	34-5340-2155
5067	TRACK	08/28/25	458.57	34-5340-2155
5067	SCISSOR LIFT	08/28/25	250.00	34-5340-2155
991	OVERHEAD DOOR OPENER	08/04/25	2,075.00	10-5302-2155
Total WHEATLAND GARAGE DOOR LLC:			3,413.57	
WILLIAMS PORTER DAY & NEVILLE				
22328	LEGAL SERVICES	08/04/25	150.00	10-5100-2151
Total WILLIAMS PORTER DAY & NEVILLE:			150.00	
WW GRAINGER				
9568397096	AIR FILTER	07/10/25	160.08	31-5401-3210
9568397096	ICE MACHINE CLEANER	07/10/25	153.53	31-5401-3210
9568397096	TEST STRIPS	07/10/25	20.53	31-5401-3210
9568397096	CENTRIFUGAL PUMP	07/10/25	865.79	31-5401-3210
9568397096	SHIPPING	07/10/25	30.00	31-5401-3210
9578924863	SUMP PUMP	07/21/25	425.74	31-5401-3210
9596767989	BAND CLAMPS	08/05/25	40.36	10-5302-3210
9596767989	BAND CLAMPS	08/05/25	30.46	10-5302-3210
9596767989	BAND CLAMPS	08/05/25	38.26	10-5302-3210
9596767989	BAND CLAMPS	08/05/25	60.48	10-5302-3210
9608451341	GLOVES	08/14/25	40.32	34-5340-3210
9608451341	LABEL ROLLER CARTRIDGE	08/14/25	35.43	34-5340-3210
9608451341	IMPACT WRENCH	08/14/25	291.30	34-5340-3210
9608451341	GLOVES	08/14/25	31.05	34-5340-3210
9608451341	GLOVES	08/14/25	53.76	34-5340-3210

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
9608451341	PENCIL SHARPENER	08/14/25	5.07	34-5340-3210
9608451341	LABELER	08/14/25	177.97	34-5340-3210
9608451341	CAR FAN	08/14/25	28.32	34-5340-3210
9608451341	WRENCH	08/14/25	251.12	34-5340-3210
9608451341	STORAGE CABINET	08/14/25	370.62	34-5340-3210
9608451341	DOLLY	08/14/25	98.57	34-5340-3210
9608451341	STORAGE CABINET	08/14/25	582.02	34-5340-3210
9608451341	SHIPPING	08/14/25	159.00	34-5340-3210
Total WW GRAINGER:			3,949.78	
WY ASSOC OF MUNICIPALITIES				
18407	REGISTRATION-WYOCMA	08/11/25	125.00	10-5102-2122
Total WY ASSOC OF MUNICIPALITIES:			125.00	
WY CHILD & FAMILY DEV INC				
072025-JUL	FUNDING ALLOCATION AGREEMENT	07/31/25	416.67	10-5110-8707
Total WY CHILD & FAMILY DEV INC:			416.67	
WY DEPT OF TRANSPORTATION				
153853	LOCAL SHARE OF PARTICIPATING EXPENDITURES	08/04/25	682.57	10-5305-2158
Total WY DEPT OF TRANSPORTATION:			682.57	
WY LAW ENFORCEMENT ACADEMY				
C-12650	REGISTRATION-RDS INSTRUCTOR COURSE	08/25/25	250.00	10-5202-2122
Total WY LAW ENFORCEMENT ACADEMY:			250.00	
WY MACHINERY COMPANY				
PO8612590	NEUTRAL SAFETY MODULE	07/29/25	384.74	10-5305-3210
PO8617468	EDGE KIT	08/01/25	3,190.88	34-5340-3210
PO8617468	WEAR PAD KIT	08/01/25	1,909.05	34-5340-3210
Total WY MACHINERY COMPANY:			5,484.67	
WY STATE DISBURSEMENT CENTER				
080825	Payroll Deduction	08/08/25	34.90	10-20000226
082225	Payroll Deduction	08/22/25	34.90	10-20000226
Total WY STATE DISBURSEMENT CENTER:			69.80	
WY SUPREME COURT				
081225	AUTOMATION FEE	08/12/25	930.00	10-20000208
081225	CIVIL LEGAL SERVICE FEES	08/12/25	300.00	10-20000208
082925	AUTOMATION FEE	08/29/25	440.00	10-20000208
082925	CIVIL LEGAL SERVICE FEES	08/29/25	120.00	10-20000208
Total WY SUPREME COURT:			1,790.00	
WYODAK ENERGY SERVICES LLC				
24-050-1	WWTP AIR HEADER REPLACEMENT PROJECT	08/22/25	37,545.04	32-5507-6544
24-050-1	RETAINAGE-WWTP AIR HEADER REPLACEMENT PROJECT	08/22/25	1,877.25	32-20000210
Total WYODAK ENERGY SERVICES LLC:			35,667.79	

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
WYOMING LINES LLC				
25-0825	PAVEMENT MARKINGS	08/07/25	19,330.00	10-5305-2158
Total WYOMING LINES LLC:			19,330.00	
XPRESS BILL PAY				
081325	RECORD PAYMENT PROCESSING FEE	08/13/25	429.26	31-5400-2158
081325	RECORD PAYMENT PROCESSING FEE	08/13/25	277.23	32-5500-2158
081325	RECORD PAYMENT PROCESSING FEE	08/13/25	187.80	33-5600-2158
Total XPRESS BILL PAY:			894.29	
YOUTH DEVELOPMENT SERVICES				
072125-JUL	FUNDING ALLOCATION AGREEMENT	07/21/25	4,166.66	10-5110-8709
082225-AUG	FUNDING ALLOCATION AGREEMENT	08/22/25	1,666.67	10-5110-8709
Total YOUTH DEVELOPMENT SERVICES:			5,833.33	
Grand Totals:			2,918,834.92	

Approved By _____
City Manager

Date _____

Proclamation

WHEREAS, Jason's Friends Foundation is currently supporting over 175 Wyoming families who have had the misfortune of having a child diagnosed with cancer, brain and spinal cord tumors, and will continue to help these families until their child reaches 21 years of age; and

WHEREAS, Jason's Friends Foundation has enrolled 19 new families so far in 2025 alone compared to 21 total in 2024 and 21 total in 2023, this sharp increase is a sobering reminder of the ongoing need in Wyoming; and

WHEREAS, Jason's Friends Foundation has expended over \$8,650,000 directly to Wyoming families of children with cancer, brain or spinal cord tumors since its inception in 1996, preventing financial instability and relieving much of their financial burden; and

WHEREAS, over 70 Wyoming children have lost their battle with cancer, brain, or spinal cord tumors in the last 29 years; and

WHEREAS, cancer affects children and young adults differently as their bodies are still developing and the side effects of the treatment alone can cause more harm to their maturing systems; and

WHEREAS, September is observed internationally as Childhood Cancer Awareness Month;

NOW, THEREFORE, I, Kim Pexton, Mayor of the City of Douglas, Wyoming, do hereby proclaim September 2025, as:

CHILDHOOD CANCER AWARENESS MONTH

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official Seal of the City of Douglas, Wyoming, to be affixed this 8th day of September, 2025.

ATTEST:

Kim Pexton, Mayor

Devon Litzsinger, City Clerk



Agenda Item Report

City Council – September 8, 2025

Item

Ordinance 1053: An Ordinance Amending Sections 16.5.9.1, 16.5.9.2(B), 16.5.9.3(A-D), Table 5.9-1, 16.5.9.4(B)(i), 16.5.9.4(C, H, J, & K), 16.5.9.5(A)(ii) of the Douglas Municipal Code Pertaining to Signs

Responsible Staff Contact

Clara Chaffin

Recommendation

Approve Ordinance 1053 as presented on first reading.

Executive Summary

Over the last several months, the topic of temporary signage has been a discussion item among Staff and City Council. Added to that, the Planning & Zoning Commission has discussed signage in general several times, pertaining to type, location, vehicular distraction, and clutter.

Ordinance 1053 addresses the desires and needs of the community, Staff, Planning and Zoning Commission, and City Council.

Background

Alignment to Strategic Doing (SD) and/or Other Plans

Budget/Fiscal Impact

Action Requested/Recommended Motion

Approve Ordinance 1053 as presented on first reading.

Attachments

1. Ordinance 1053 Sign Code DRAFT - 1st Reading 20250908

ORDINANCE NO. 1053

AN ORDINANCE AMENDING SECTIONS 16.5.9.1, 16.5.9.2(B), 16.5.9.3(A-D), Table 5.9-1, 16.5.9.4(B)(i), 16.5.9.4(C, H, J, & K), AND 16.5.9.5(A)(ii) OF THE DOUGLAS MUNICIPAL CODE PERTAINING TO SIGNS

WHEREAS, the City of Douglas (City) Council finds and determines that the following changes and clarifications need to be made in regard to the City of Douglas Municipal Code; and

WHEREAS, consideration has been given to ensure fairness to all City of Douglas residents and make new regulations reasonable.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF DOUGLAS, WYOMING:

Section 1. Section 16.5.9.1 of the Douglas Municipal Code is hereby amended to read as follows:

5.9.1 General**A. Intent**

This section is intended to provide uniform regulations pertaining to the use of signs as advertising devices to help ensure the health, safety, and welfare of the current and future residents of the City and to achieve the following goals:

- Allow the reasonable display of signage to identify and advertise products, services and business establishments for the information and convenience of the general public;
- Aid in the development and promotion of business and industry by providing sign regulations which encourage aesthetic creativity, effectiveness and flexibility in the display and use of signs;
- Preserve and enhance the City's small town character; ~~and~~
- Promote safe and attractive pedestrian environments; ~~and~~
- Limit the aesthetic impact of signs on properties to prevent clutter and protect streetscapes thereby preserving property values and protecting traffic safety. The accumulation of signs creates clutter and adversely affects these goals, property values and public safety.-

B. Applicability

The signage requirements of this section shall apply to the construction or substantial expansion of any single or multi-family residential use, manufactured and/or mobile home park, travel trailer and RV park,

commercial, or industrial use in any zoning district within the City. For the purpose of applying the requirements of this Section, "substantial expansion" shall include any development or construction activity that requires approval of a Residential Site Plan or Type A, B, or B-LSR Development Plan as outlined in Chapter 3 of this Code. Additional use-specific standards may be applicable pursuant to the requirements of Chapter 6 of this Code.

C. Alternate Sign Plan

In approving an alternate sign plan, the Community Development Director, in reviewing a Type A Development Plan, and the City Council, in reviewing a Type B or B-LSR Development Plan, shall find that the plan is consistent with the intent of this Section and with policies and recommendations of the City of Douglas Master Plan. The Community Development Director and City Council shall consider the following in reviewing an alternate sign plan:

- Whether the plan accomplishes the intent of the Character District guidelines in the City of Douglas Master Plan; and
- Whether the plan demonstrates innovative design and use of signage and advertising elements.

Under no circumstances shall an alternate sign plan be approved that exceeds the square footage or development standards for signs allowed by this Section.

D. Measurement of Sign Area

The measurement of sign area shall be as follows:

- The surface area of all signs shall be counted and considered a part of the maximum total sign area allowed.
- Sign area shall be measured by determining the sum of the area within a continuous perimeter enclosing the extreme limits of sign display including any frame or border.
- Sign area for a building site is the total area of all signs located on the site and shall include any directional signs for off-premise businesses, but shall not include temporary signs.
- The area of double-faced signs (message displayed on two sides of a single sign) shall be calculated on the basis of one (1) face only.
- The area of triple-faced signs (message displayed on three sides of a single sign) shall be calculated on the basis of one and one-half (1 1/2) face only.
- The area of quadruple-faced signs (message displayed on four sides of a single sign) shall be calculated on the basis of two (2) faces only.

E. Density

Signs shall be limited to a maximum of one (1) sign per street frontage in all zones and districts. This shall not include signage posted by a governmental entity.

F. Rights-of-Way

Placement of permanent signs in rights-of-way shall be as follows:

- Signs shall not be placed in the City right-of-way. This shall not include signage posted by a governmental entity.
- Written permission shall be obtained and provided to the Community Development Department to place signs in the County right-of-way or State right-of-way. These signs will count against the total square footage allotted to signage allowed in the zone.

G. Abandoned & Ghost Signs

i. Definitions

Abandoned sign means a sign or sign where :

- The sign is no longer used by the person who constructed the sign structure that has ceased to be used. Discontinuation of sign use may be shown by cessation of use of the property where the sign is located.
- The sign has been damaged, and repairs and restoration are not started within 90 days of the date the sign was damaged, or are not diligently pursued, once started.

Ghost sign means historic or old, faded, often hand-painted signs, on the exterior wall of a building which remains visible long after the subject matter it promoted has closed or changed. Often found in historic districts and downtowns revealing hints of forgotten brands and products from a past era.

ii. Abandoned Signs

Abandoned signs shall be prohibited and removed within sixty (60) days after the premises have been vacated unless the sign is determined to have historical significance by the Douglas Historic Preservation Commission or unless the sign is located in the Local Downtown Historic District (O-LDH). If notice by the City is required due to lack of compliance with this section, the Community Development Department shall send a certified letter to the owner and give ten (10) days for the sign to be removed and/or repaired. In the event of continued non-compliance, the City may issue citation or cause abandoned signs to be removed at the expense of the owner.

iii. Ghost Signs

Ghost signs shall be reviewed by the Downtown Historic District Review Board if located in the Local Downtown Historic District (O-LDH) or by the Historic Preservation Commission if located outside the Local Downtown Historic District (O-LDH).

Criteria for preservation of ghost signs shall include, but not be limited to:

- Hand-painted: Ghost signs were not modern printed materials but were laboriously hand-painted by skilled sign painters known as "wall dogs".
- Fading & Ephemeral: Over decades or even centuries, the paint on these signs wears away, making them appear as fading "ghosts" of their former selves.
- Historic Buildings: They are typically found on older commercial buildings, often on brick walls, serving as remnants of the building's past life.
- Time Capsules: Ghost signs act as historical markers, offering insights into long-forgotten products, local businesses, and even societal messages from the past.
- Historical Preservation: Many ghost signs are preserved for their sentimental appeal or historical value, offering a tangible link to a city's past and the evolution of its streetscapes.
- Community History: They reveal the history of local commerce and documenting forgotten products or businesses, such as Coca-Cola signs or advertisements for patent medicines.
- Aesthetic Interest: The art and weathering of ghost signs are appreciated for their unique aesthetic, which can sometimes be highlighted or even digitally reconstructed by artists.

H. Maintenance

All signs (excepting ghost signs) shall be maintained in good repair and any damaged sign shall be repaired, except as otherwise limited by this Section, within thirty (30) days. If notice by the City is required due to lack of compliance with this section, the Community Development Department shall send a certified letter to the owner and give ten (10) days for the sign to be removed and/or repaired. In the event of continued non-compliance, the City may issue citation or cause corrective action at the expense of the owner

E.I. Enforcement

Any violation of the signage standards of this section shall be subject to the enforcement provisions of Chapter 9 of this Code.

Section 2. Section 16.5.9.2(B) of the Douglas Municipal Code is hereby amended to read as follows:

Ord. No. 1053
Page 4 of 14

Commented [CC1]: JD and I discussed this and feel this is character not content. Could be moved to Guidelines instead of being in the ordinance.

5.9.2 Permit and Construction Requirements

B. Exemptions

The following signs are exempt from the sign permit requirements of this Section: All temporary signs that comply with the respective time, place, and manner requirements of Section 5.9.3 are exempt for the sign permit requirements of this Section.

Temporary sign(s) means a sign made of temporary materials affixed, erected, or maintained sign on the premise or lot for a short duration.

- Signs which are part of a previously approved development or which have been previously approved for a building permit;
- Directional signs;
- Temporary signs or banners for social or nonprofit activities or for yard or garage sales;
- Signs erected by a public agency controlling or directing traffic, railroad crossing warning devices, and private signs used exclusively to direct traffic on private property;
- Real estate signs;
- Real estate development signs;
- Signs of a public and non-commercial nature, including, but not limited to, the following:
 - Public transit signs;
 - Public utility information signs;
 - Safety signs and danger signs;
 - Trespassing signs;
 - Signs erected by a public officer in the performance of a public duty; and
 - Historical signs for sites and/or structures designated by the City or State as having historical significance.
- Contractor signs;
- Political signs;
- Special event signs, such as grand openings, sales, races, etc.; and
- Community event signs.

Section 3. Section 16.5.9.3(A-D) of the Douglas Municipal Code is hereby amended to read as follows:

5.9.3 Sign Allowance by Zone District

A. Signage in the Agricultural Zoning District

The Agricultural zoning district shall be limited to home occupation signs, portable signs, and signs for advertising agricultural stands. Agricultural stand signs shall be a maximum of thirty-two (32) square feet.

B. Signage in Residential Zoning Districts

The RR, RE, R-1, R-2, R-3, and R-4 zoning districts shall be limited to home occupation signs and signs advertising approved commercial or conditional uses. The maximum area of a permitted conditional use sign shall be twenty (20) square feet, unless otherwise allowed or further restricted by the City Council in approving the conditional use. In addition to the allowance of temporary signs under Section 5.9.4(C), properties with approved commercial or conditional uses are permitted a freestanding sign not to exceed twenty (20) square feet. Subdivisions, apartments, multi-family dwellings and condominium complexes are permitted a freestanding sign not to exceed twenty (20) square feet, and further provided that one (1) such sign shall be permitted for each separate street and/or separate building frontage occupied by the subdivision, apartment, or condominium complex and/or for each means of entrance to or exit from the subdivision, apartment, or condominium complex. Wall signs are also permitted not to exceed five (5) percent of the area of the façade in elevation view upon which they are placed.

C. Signage in the Manufactured/Mobile Home Park and Travel Trailer/RV Park Zoning Districts

Manufactured and mobile home parks and travel trailer and RV parks are permitted a freestanding monument sign not to exceed sixty-four (64) square feet, and further provided that one (1) such sign shall be permitted for each separate street and/or separate building frontage occupied by the manufactures/mobile home park and/or travel trailer/RV park for each means of entrance to or exit from the subdivision, apartment, or condominium complex. Wall signs are also permitted not to exceed five (5) percent of the area of the façade in elevation view upon which they are placed, shall be limited to monument signs identifying the park. Internal directional signs for internal way finding and navigational purposes shall be limited to a maximum area of ten (10) square feet each. All signage shall conform to a uniform design and shall be limited to the maximum amount necessary to provide advertising and directional information.

D. Signage in the CB-1 Zoning District

The total combined sign area in the Downtown Business zone shall be limited to two hundred (200) square feet per building site area. All signs, including directional signs for off-site businesses and portable signs, shall be included in calculating the total combined sign area. Signs in this zone shall be subject to the City of Douglas Downtown Historic District Review Panel and approval for time, manner, and place restrictions.

Table 5.9-1 Allowed Sign Types by Zone Districts

Sign Type	Rural		Residential							Commercial/Industrial				Other			Additional Requirements
	A	RR	RE	R-1	R-2	R-3	R-4	MH-1	MH-2	CB-1	B-1	B-2	I	PLI+	MU-PUD+	GRN	
Banner						A	A	A	A	A	A	A	A	A	A	A	
Canopy sign						A	A	A	A	A	A	A	A	A	A	A	
Community events sign	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	
Contractor sign	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	
Directional sign						A	A	A	A	A	A	A	A	A	A	A	
Electronic Message Display (EMD)	C			C		C	C	C		C	C	C	C	C	C		See Section 5.9.4 of this Code
Freestanding sign						A	A	A	A	A	A	A	A	A	A	A	
Home occupation sign	A	A	A	A	A	A	A	A							A		
Marquee sign						C	C			A	A	A			C		
Mechanical Message Display (MMD)	C			C		C	C	C		C	C	C	C	C	C		See Section 5.9.4 of this Code
Monument sign			C	C	C	A	A	A	A		A	A	A	A	C		
Off-premise sign						C	C			A	A	A	A	A	C		
Pole sign						C	C	A	A	C	A	A	A	A	C	A	
Political sign	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	
Portable sign	A					A	A	A	A	A	A	A	A	A	C	A	
Projecting sign						A	A			A	A	A	A	A	C	A	
Real estate sign	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	
Real estate development sign	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	
Roof sign						C	C			A	A	A	A	A	C	A	
Shopping/office complex sign						C	C			A	A	A	A	A	A		
Sidewalk sign						T	T			T	T	T			T		
Suspended sign						A	A	A	A	A	A	A	A	A	A	A	

<u>Temporary sign</u>	<u>T</u>	<u>T</u>	<u>T</u>	<u>T</u>	<u>T</u>	<u>T</u>	<u>T</u>	<u>T</u>	<u>T</u>	<u>T</u>	<u>T</u>	<u>T</u>	<u>T</u>	<u>T</u>	<u>T</u>	<u>T</u>	<u>T</u>	See Section 5.9.4 of this Code
Wall sign						A	A	A	A	A	A	A	A	A	A	A	A	

Note: A = Allowed sign in the identified zoning district. T = Temporary sign in the identified zoning district. C = Allowed sign in the identified zoning district if the respective site includes an approved or legally existing conditional or commercial use. All blank cells/boxes represent a sign that is not allowed in the identified zoning district. *This table only applies to PLI and MU-PUD zones without Master Plans.

Section 4. Section 16.5.9.4(B)(i) of the Douglas Municipal Code is hereby amended to read as follows:

5.9.4 General Sign Standards

B. Location and Setbacks

i. All Signs Located On-Site

Signs shall be located on the premises in which the events, products, or services are being offered, unless otherwise approved as an off-premise sign pursuant to the requirements in Section 5.9.5 below. Temporary Signs may be displayed on municipal property in conjunction with an approved special event so long as the display is confined to the booth/table/display at the event and limited to the event duration. Temporary Signs may also be displayed in the Parkway or city right-of-way if done so with the permission of the property owner fronting the Parkway where a Temporary Sign would be erected so long as the placement of the Temporary Sign

Commented [CC2]: JD and I removed this.

Section 5. Section 16.5.9.4(C) of the Douglas Municipal Code is hereby amended to read as follows:

5.9.4 General Sign Standards

C. Temporary Signs

i. Temporary sign(s) means a sign made of temporary materials affixed, erected, or maintained sign on the premise or lot for an erected for a maximum of eight (8) days in any calendar month except as provided below.

Residential properties – all single-family residential properties that are located in Residential Zoning Districts are permitted temporary signs not to exceed eight (8) square feet in total sign area per road frontage. Corner lots and lots with frontage on more than one street are entitled to eight (8) square feet per frontage. This sign area allowance covers but is not limited to: address signs, home occupation signs, lawn signs, real estate signs, contractor signs, and political signs. Signs may be freestanding, mounted to a permanent building structure or displayed in a window. Trees, rocks or other naturally occurring landscape features may not be used to support a residential sign.

ii. Temporary signs may be displayed for no more than ninety (90) days in a given calendar year.

iii. All temporary signs shall be removed within 5 days following the event/activity/promotion being advertised on the temporary sign. Signs not exceeding eight (8) square feet per frontage shall be allowed during a period from (90) days before a public election or the time the election is called, whichever is earlier, to five (5) days after the public election.

One temporary sign not exceeding six square feet in area and four feet in height which is erected for a maximum of eight days in any calendar month and is removed by sunset on any day it is erected.

iv. A sign not exceeding six square feet in area and five feet in height during the time of sale, lease or rental of the premises provided that the sign is removed within five (15) days of the sale, lease or rental of the premises.

v. Temporary signs shall not be placed on trees, rocks or other naturally occurring landscape features in any zone or district.

vi. The City may cause any temporary signage violating this section to be removed.

Commented [CC3]: JD and I amended this section.

Section 6. Section 16.5.9.4(H) of the Douglas Municipal Code is hereby amended to read as follows:

5.9.4 General Sign Standards

H. Freestanding and Pole Signs (see Figure 5.9-3 below for an example of a freestanding sign)

i. Height

Freestanding sign and pole signs shall be a minimum height of eight (8) feet as measured from finished grade to the bottom of the sign and shall not exceed a maximum height of fifteen (15) feet as measured from finished grade to the top of the sign in vehicular travel and maneuvering areas. All other freestanding signs shall not exceed the maximum building height of applicable zoning district.

ii. Area

The total area of freestanding signs and pole signs shall not exceed two (2) square feet for each linear foot of the building wall closest to the freestanding sign or fifty (50) square feet in a R-3, R-4, MH-1, MH-2, CB-1 or GRN zone, or one hundred (100) square feet in a B-1, B-2, MU-PUD, PLI or I zone, whichever is less. The maximum area of a freestanding sign where no building exists shall be fifty (50) square feet.

iii. Number of Freestanding Signs and Pole Signs Permitted on a Site

One (1) freestanding sign or pole sign shall be allowed on a single lot or parcel per frontage. Multiple tenants may be advertised on a single freestanding sign.

iv. Landscaping

Freestanding and Pole Signs shall be landscaped with water-wise vegetation (i.e. plants that naturally require little supplemental water, having evolved in low-precipitation environments and thus adapted to aridity, creating vibrant, low-water consumption landscapes) at their base in a way harmonious with the landscape concept for the whole site. Landscaping shall form an attractive, dense cluster at the base of the sign that is equally attractive in winter and summer (see Figure 5.9-4). Appropriate multidimensional rock-scape or art may be exchanged for landscaping.

v. Limited

The primary entryways to the City provide a valuable first impression of the community. Development should exemplify the nature of the community and provide insight into the character of the City. Traditional Pole Signs, defined as a sign sitting atop a single narrow pole, shall be limited on a case-by-case basis and shall be located on the primary commercial and industrial streets including the following:

- East Richards Street
- West Richards Street

- West Yellowstone Highway
- Riverbend Drive
- Highway 59
- Highway 93
- Highway 94

vi. Redesigned

Acceptable freestanding signs shall include signs with a wide decorative base, unique shapes, or other decorative elements including natural elements such as wood and stone.

Figure 5.9-3: Example of a freestanding pole sign.

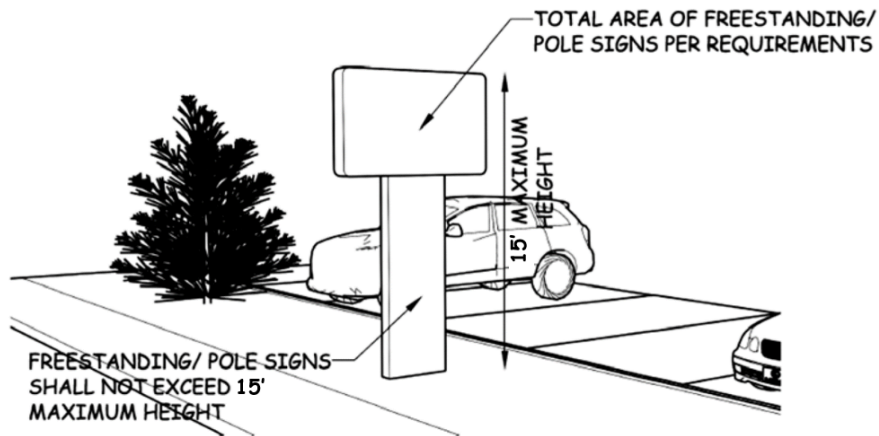
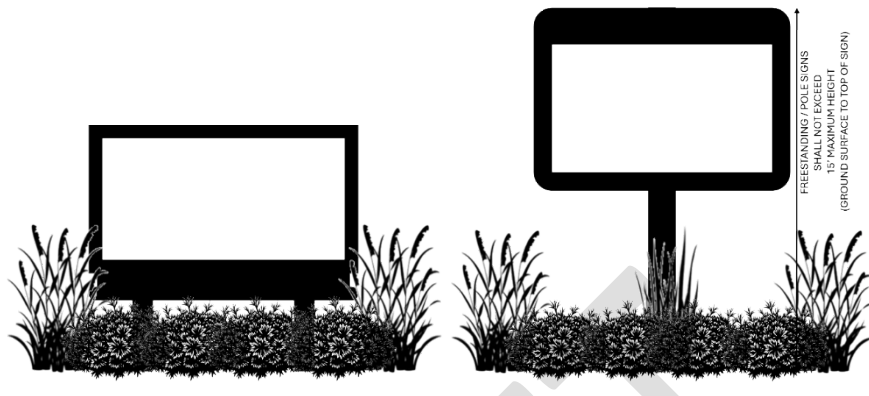


Figure 5.9-4 Freestanding and Pole Sign Landscaping



Section 7. Section 16.5.9.4(J & K) of the Douglas Municipal Code is hereby amended to read as follows:

J. Mechanical Message Display (MMD)

The following criteria shall apply to mechanical message display signs or billboards:

- i. Use of an MMD shall require prior approval of a conditional use permit. Conversion of existing static display to MMD shall require prior approval from the City Council. New signs or billboards proposing MMD shall require prior approval from the City Council.
- ii. Each message on an electronic message display shall be displayed for at least four (4) to eight (8) seconds.
- iii. The transition between messages shall be instantaneous. Transitional effects and other transitional schemes are prohibited.
- iv. Lighting on all mechanical message displays shall adhere to the lighting standards of the Code.
- v. In the event a malfunction occurs, all mechanical message displays shall shut down any lights and terminate movement of panels or hold panels in one position until all repair work has been completed.
- vi. Section 5.9.5 Off-Premise Sign Standards (Billboards) shall also apply when proposed MMD is off-premise.
- vii. MMD signs shall only be allowed on non-residential streets unless owned by a governmental entity or educational institution.
- vi-viii. MMD signs shall not be placed within four (4) blocks or one-quarter (1/4) mile of an existing approved MMD or EMD.

K. Electronic Message Display (EMD)

Ord. No. 1053
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The following criteria shall apply to electronic message display signs or billboards:

- i. Use of an EMD shall require prior approval of a conditional use permit. Conversion of existing static display to EMD shall require prior approval from the City Council. New signs or billboards proposing EMD shall require prior approval from the City Council.
- ii. Animated or other video messaging shall require prior City Council authorization as part of the conditional use permit review and approval process. Animation may not be approved administratively by the Community Development Director.
- iii. Each message on an electronic message display shall be displayed for at least four (4) to eight (8) seconds.
- iv. The transition between messages display shall be instantaneous. Transitional effects shall be limited to instant (slideshow), fade, dissolve, circle out, diamond out, jaws, zoom, wipe left, wipe right, scroll, and travel.
- v. Unless otherwise varied by the conditional use, all electronic message displays shall be equipped with technology that automatically dims the electronic message displays according to ambient light conditions to a luminance or nighttime brightness level of up to five hundred (500) NIT, which will result in a reduction of display brightness between five (5) percent and twenty-five (25) percent, depending on the resolution of the sign. Documentation shall be provided from the sign manufacturer which verifies compliance with auto dimming and brightness requirements.
- vi. All electronic message displays shall be equipped with the ability to be shut off within twenty-four (24) hours of malfunctioning. Signs under repair shall be shut off.
- vii. Section 5.9.5 Off-Premise Sign Standards (Billboards) shall also apply when proposed EMD is off-premise.
- viii. EMD signs shall only be allowed on non-residential streets unless owned by a governmental entity or educational institution.
- vii-ix. EMD shall not be placed within four (4) blocks or one-quarter (1/4) mile of an existing approved MMD or EMD.

Section 8. Section 16.5.9.5(A)(ii) of the Douglas Municipal Code is hereby amended to read as follows:

5.9.5 Off-Premise Sign Standards (Billboards)

A. General

ii. Placement Limited

Off-premise signs proposed in community entry ways or Character Districts shall require conditional use approval from the City Council prior to construction. The City Council may impose additional time, place, and manner restrictions on the placement and sign area of off-premise signs located in Character Districts or Entry Corridors.

PASSED AND APPROVED ON FIRST READING this _____ day of _____, 20____.

PASSED AND APPROVED ON SECOND READING this _____ day of _____, 20____.

PASSED, APPROVED AND ADOPTED ON THIRD AND FINAL READING this _____ day of _____, 20____.

Kim Pexton, Mayor

Attest:

Devon Litzsinger, City Clerk

Published: _____

ATTESTATION

I, Devon Litzsinger, the Clerk of the City of Douglas, Wyoming, do hereby attest and state that the above ordinance was published/posted in the manner required by law and that all procedures required by Wyoming State law were complied with.

Devon Litzsinger, City Clerk



Agenda Item Report

City Council – September 8, 2025

Item

Ordinance 1061: An Ordinance Amending Title 15 of Douglas Municipal Code by Adopting the 2024 Editions of the International Building Code, the International Fuel Gas Code, the International Mechanical Code, the International Plumbing Code, the International Residential Code, the International Existing Building Code, and the International Fire Code, as Published by the International Code Council; and Providing for Certain Amendments Thereof

Responsible Staff Contact

Clara Chaffin

Recommendation

Approve Ordinance 1061 as presented on first reading.

Executive Summary

Per Wyoming State Statute 35-9-121(a)(ii), any municipality with local enforcement shall adopt the same standards as the State within six months of the State adopting said standards. A municipality can be more stringent than the State, but not less.

The State adopted the 2024 ICC codes on June 28, 2024, including:

- 2024 International Fire Code
- 2024 International Building Code
- 2024 International Fuel & Gas Code
- 2024 International Mechanical Code
- 2024 International Existing Building Code
- 2023 Edition of the National Electrical Code (effective July 1, 2023)

Staff workload delayed the development of this ordinance.

Background

Alignment to Strategic Doing (SD) and/or Other Plans

Budget/Fiscal Impact

Fund/Department: 10-5100-2115 Non Departmental Publishing; 10-5100-2158 Non Departmental Misc Contractual Services

Project/Line Item(s): Legally Required Publishing; Codification - Municode

Budgeted Amount: \$65,400; \$60,474

Anticipated Amount:

Action Requested/Recommended Motion

Approve Ordinance 1061 as presented on first reading.

Attachments

1. 2024 Building Codes Ordinance - DRAFT - 1st Reading 20250908

ORDINANCE NO. 1061

AN ORDINANCE AMENDING TITLE 15 OF DOUGLAS MUNICIPAL CODE BY ADOPTING THE 2024 EDITIONS OF THE INTERNATIONAL BUILDING CODE, THE INTERNATIONAL FUEL GAS CODE, THE INTERNATIONAL MECHANICAL CODE, THE INTERNATIONAL PLUMBING CODE, THE INTERNATIONAL RESIDENTIAL CODE, THE INTERNATIONAL EXISTING BUILDING CODE, AND THE INTERNATIONAL FIRE CODE, AS PUBLISHED BY THE INTERNATIONAL CODE COUNCIL; AND PROVIDING FOR CERTAIN AMENDMENTS THEREOF.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF DOUGLAS, WYOMING, that:

Section 1. Division 1 of Title 15 of the Douglas Municipal Code is hereby modified as set forth below. Chapter 15.04 of the Douglas Municipal Code is hereby modified by amending Section 15.04.080. Chapter 15.10 of the Douglas Municipal Code is hereby modified by repealing Section 15.10.240; amending Sections 15.10.020, 15.10.130, 15.10.160, 15.10.200, 15.10.210, 15.10.220, 15.10.230, 15.10.240 and 15.10.250; and creating Sections 15.10.200 and 15.10.230. Chapter 15.11 of the Douglas Municipal Code is hereby modified by repealing Section 15.11.050; and amending Sections 15.11.020, 15.11.040, 15.11.050, 15.11.060, and 15.11.070. Chapter 15.12 of the Douglas Municipal Code is hereby modified by amending Sections 15.12.020, 15.12.040, 15.12.050, 15.12.060, and 15.12.070; and creating Section 15.12.050. Chapter 15.13 of the Douglas Municipal Code is hereby modified by amending Sections 15.13.020, 15.13.040, 15.13.050, and 15.13.080. Chapter 15.14 of the Douglas Municipal Code is hereby modified by repealing Sections 15.14.120, 15.14.130, 15.14.140, 15.14.150 and 15.14.290; amending Sections 15.14.020, 15.14.160, 15.14.170, 15.14.180, 15.14.190, 15.14.200, 15.14.210, 15.14.220, 15.14.230, 15.14.240, 15.14.250, 15.14.260, 15.14.270, 15.14.280, 15.14.290, 15.14.300, 15.14.310, 15.14.320, 15.14.330, 15.14.340, 15.14.350, 15.14.360, 15.14.370, and 15.14.380; and creating Sections 15.14.120, 15.14.130, and 15.14.160. Chapter 15.15 of the Douglas Municipal Code is hereby modified by amending Section 15.15.020. Chapter 15.16 of the Douglas Municipal Code is hereby modified by amending Sections 15.16.020 and 15.16.040.

Section 2. Section 15.04.080 of the Douglas Municipal Code is hereby amended as follows:

15.04.080 Climatic and geographic design criteria.

Buildings, dwellings, townhouses, structures, and portions thereof, including patio covers and accessory buildings, shall be designed and constructed in accordance with the following climatic and geographic design criteria:

Ground Snow Load, P_g , include design for snow drifting:

For Risk Category I = 27 pounds per square foot.

For Risk Category II = 37 pounds per square foot.

For Risk Category III = 44 pounds per square foot.

For Risk Category IV = 53 pounds per square foot.

Ground Snow Load, $P_{g(asd)}$, for one-and two-family dwellings = 27 pounds per square foot.

Basic Design Wind Speed, 3-second gust:

For Risk Category I = 103 miles per hour.

For Risk Category II = 109 miles per hour.

For Risk Category III = 116 miles per hour.

For Risk Category IV = 120 miles per hour.

Note tornado prone region requirements for Risk Category III and IV.

Ultimate Design Wind Speed for one-and two-family dwellings = 110 miles per hour.

Wind Exposure Category = C.

Seismic Design Category for Risk Category I through III = B.

Seismic Design Category for Risk Category IV = C.

Seismic Design Category for one- and two-family dwellings = B.

Weathering = Severe.

Frost Line Depth = 42 inches, minimum, finish grade to bottom of footings.

Termite Protection = Slight to Moderate.
Heating Design Temperature = -13°F.
Heating Degree Days = 7,343.
Cooling Degree Days = 2,082.
Cooling Design Temperature = 89°F, dry bulb.
Cooling Design Temperature = 58°F, wet bulb.
Mean Annual Temperature = 45.5°F.
Air-Freezing Index = 1,500°F-days.
Flood Hazard = FIRM Community Number 560013 1394 D.
Annual Precipitation = 14 inches.
Rainfall Intensity = 2 inches for one hour, 100-year return period.
Hail Exposure = Slight.
Climate Zone/Moisture Designation = 6B.
Longitude = 105°23'. Adjust to specific site.
Latitude = 42°46'. Adjust to specific site.
Elevation above Sea Level = 4,832 feet. Adjust to specific site.

- Section 3.** Section 15.10.020 of the Douglas Municipal Code is hereby amended as follows:
15.10.020 Adoption.
The 2024 International Building Code, including Appendices G - Flood-resistant Construction, J - Grading, and K - Administrative Provisions, are hereby adopted by reference and have the same force and effect as though fully set forth in this chapter, except as specifically amended in Sections 15.10.030 through 15.10.240. A copy of such code is on file in the Community Development Department.
- Section 4.** Section 15.10.130 of the Douglas Municipal Code is hereby amended as follows:
15.10.130 Section 1301.1.2 – Building envelope.
Amend 1301.1.2 by adding at the end of the paragraph the sentence, “Pre-engineered trusses or field framed trusses shall include energy heels at each end to accommodate the R-38 ceiling insulation.” The remainder of this section shall be the same.
- Section 5.** Section 15.10.160 of the Douglas Municipal Code is hereby amended as follows:
15.10.160 Section 1512.3 – Roof recover.
Amend 1512.2.1 to read 1512.3. The remainder of this section shall be the same.
- Section 6.** The existing Sections 15.10.200, 15.10.210, 15.10.220 and 15.10.230 shall be renumbered as 15.10.210, 15.10.220, 15.10.230 and 15.10.240. The remainder of these sections shall be the same.
- Section 7.** Section 15.10.200 of the Douglas Municipal Code is hereby created as follows:
15.10.200 Section 1906.1 – Footings for Light-Frame Construction.
Amend “the required thickness of plain concrete footings is permitted to be 6 inches (152 mm),” to read “the required minimum thickness of reinforced concrete footings shall be 8 inches (205 mm), increase the thickness as required by the project conditions”. The remainder of this section shall be the same.
- Section 8.** The existing Sections 15.10.230 and 15.10.240 shall be renumbered as 15.10.240, and 15.10.250. The remainder of these sections shall be the same.
- Section 9.** Section 15.10.230 of the Douglas Municipal Code is hereby created as follows:
15.10.230 Section 3201.4 – Drainage.
Amend 3201.4 by adding at the end of the paragraph the sentence, “Where gutters and downspouts are installed, the roof drainage discharge to the ground surface shall be not less than 5 feet from foundation walls, but do not direct the discharge toward neighboring properties.” The remainder of this section shall be the same.

- Section 10.** Section 15.10.240 of the Douglas Municipal Code is hereby repealed.
- Section 11.** The existing Section 15.10.250 shall be renumbered as 15.10.240. The remainder of this section shall be the same.
- Section 12.** Section 15.11.020 of the Douglas Municipal Code is hereby amended as follows:
15.11.020 Adoption.
The 2024 International Fuel Gas Code is hereby adopted by reference and shall have the same force and effect as though fully set forth in this chapter, except as specifically amended in Sections 15.11.030 through 15.11.060. A copy of such code is on file in the Community Development Department.
- Section 13.** Section 15.11.040 of the Douglas Municipal Code is hereby amended as follows:
15.11.040 Section 108.6 – Refunds.
Amend 109.6 to read 108.6. The remainder of this section shall be the same.
- Section 14.** Section 15.11.050 of the Douglas Municipal Code is hereby repealed.
- Section 15.** The existing Sections 15.11.060 and 15.11.070 shall be renumbered as 15.11.050 and 15.11.060. The remainder of these sections shall be the same.
- Section 16.** Section 15.11.050 of the Douglas Municipal Code is hereby amended as follows:
15.11.050 Section 113.4 – Violation penalties.
Amend 115.4 to read 113.4. The remainder of this section shall be the same.
- Section 17.** Section 15.12.020 of the Douglas Municipal Code is hereby amended as follows:
15.12.020 Adoption.
The 2024 International Mechanical Code is hereby adopted by reference and shall have the same force and effect as though fully set forth in this chapter, except as specifically amended in Sections 15.11.030 through 15.11.080. A copy of such code is on file in the Community Development Department.
- Section 18.** Section 15.12.040 of the Douglas Municipal Code is hereby amended as follows:
15.12.040 Section 108.6 – Refunds.
Amend 109.6 to read 108.6. The remainder of this section shall be the same.
- Section 19.** The existing Sections 15.12.050, 15.12.060 and 15.12.070 shall be renumbered as 15.12.060, 15.12.070 and 15.12.080. The remainder of these sections shall be the same.
- Section 20.** Section 15.12.050 of the Douglas Municipal Code is hereby created as follows:
15.12.050 Section 113 – Board of Appeals.
Section 113 is deleted in its entirety.
- Section 21.** Section 15.12.060 of the Douglas Municipal Code is hereby amended as follows:
15.12.060 Section 114.4 – Violation penalties.
Amend 115.4 to read 114.4. The remainder of this section shall be the same.
- Section 22.** Section 15.13.020 of the Douglas Municipal Code is hereby amended as follows:
15.13.020 Adoption.
Amend 2021 to read 2024. The remainder of this section shall be the same.
- Section 23.** Section 15.13.040 of the Douglas Municipal Code is hereby amended as follows:
15.13.040 Section 108.6 – Refunds.
Amend 109.5 to read 108.6. The remainder of this section shall be the same.
- Section 24.** Section 15.13.050 of the Douglas Municipal Code is hereby amended as follows:
15.13.050 Section 114.4 – Violation penalties.
Amend 115.4 to read 114.4. The remainder of this section shall be the same.
- Section 25.** Section 15.13.080 of the Douglas Municipal Code is hereby amended as follows:
15.13.080 Section 312.6 – Water supply system test.

Amend 312.5 to read 312.6. The remainder of this section shall be the same.

Section 26. Section 15.14.020 of the Douglas Municipal Code is hereby amended as follows:

15.14.020 Adoption.

The 2024 International Residential Code, including Appendices BB - Tiny Houses; BC - Accessory Dwelling Units (ADU); BE - Radon Control Methods; BF - Patio Covers; and BO - Existing Buildings and Structures, are hereby adopted by reference and have the same force and effect as though fully set forth in this chapter, except as specifically amended in Sections 15.14.030 through 15.14.360. A copy of such code is on file in the Community Development Department.

Section 27. Section 15.14.120 of the Douglas Municipal Code is hereby repealed.

Section 28. Section 15.14.120 of the Douglas Municipal Code is hereby created as follows:

15.14.120 Section R309.2 – One- and two-family dwellings automatic sprinkler systems.

The first sentence of Section R309.2 is amended to read as follows:

The installation of an automatic sprinkler system in one- and two-family dwellings may be incorporated at the discretion of the owner and/or contractor and/or registered design professional. The remainder of this section shall be the same.

Section 29. Section 15.14.130 of the Douglas Municipal Code is hereby repealed.

Section 30. Section 15.14.130 of the Douglas Municipal Code is hereby created as follows:

15.14.130 Section R317.5 – Fire sprinklers.

Amend Section R317.5 by adding at the end of the paragraph the sentence,

“The installation of an automatic sprinkler system in the attached garage of a one- or two-family dwelling may be incorporated at the discretion of the owner and/or contractor and/or registered design professional.” The remainder of this section shall be the same.

Section 31. Section 15.14.140 of the Douglas Municipal Code is hereby repealed.

Section 32. Section 15.14.150 of the Douglas Municipal Code is hereby repealed.

Section 33. The existing Sections 15.14.160 and 15.14.170, shall be renumbered as 15.14.140 and 15.14.150. The remainder of these sections shall be the same.

Section 34. Section 15.14.160 of the Douglas Municipal Code is hereby created as follows:

15.14.160 Section R403.5 – Crushed stone footings for cast-in-place concrete foundations.

Section R403.5, including Figures R403.5(1), R403.5(2) and R403.5(3) and Table R403.5, are hereby repealed.

Section 35. The existing Sections 15.14.180, 15.14.190, 15.14.200, 15.14.210, 15.14.220, 15.14.230, 15.14.240, 15.14.250, 15.14.260, 15.14.270, 15.14.280, 15.14.290, 15.14.300, 15.14.310, 15.14.320, 15.14.330, 15.14.340, 15.14.350, 15.14.360, 15.14.370 and 15.14.380, shall be renumbered as 15.14.170, 15.14.180, 15.14.190, 15.14.200, 15.14.210, 15.14.220, 15.14.230, 15.14.240, 15.14.250, 15.14.260, 15.14.270, 15.14.280, 15.14.290, 15.14.300, 15.14.310, 15.14.320, 15.14.330, 15.14.340, 15.14.350, 15.14.360 and 15.14.370. The remainder of these sections shall be the same.

Section 36. Section 15.14.170 of the Douglas Municipal Code is hereby amended as follows:

Table R404.1.3.2(1) Minimum horizontal reinforcement for concrete basement walls.

Amend R404.1.2(1) to read R404.1.3.2(1). The remainder of this section shall be the same.

Section 37. Section 15.14.260 of the Douglas Municipal Code is hereby amended as follows:

15.14.260 Section R908.4 – Roof recover.

Amend R908.3.1 to read R908.4. The remainder of this section shall be the same.

Section 38. Section 15.14.270 of the Douglas Municipal Code is hereby amended as follows:

15.14.270 Section N1101.2 (R101.3) – Intent.

Amend Section N1101.2 (R101.3) by adding at the end of the paragraph the sentence, “Pre-engineered trusses or field framed trusses shall include energy heels at each end to accommodate the R-38 ceiling insulation.” The remainder of this section shall be the same.

Section 39. Section 15.14.290 of the Douglas Municipal Code is hereby repealed.

Section 40. The existing Sections 15.14.300, 15.14.310, 15.14.320, 15.14.330, 15.14.340, 15.14.350, 15.14.360, and 15.14.370 shall be renumbered as 15.14.290, 15.14.300, 15.14.310, 15.14.320, 15.14.330, 15.14.340, 15.14.350, and 15.14.360. The remainder of these sections shall be the same.

Section 41. Section 15.14.360 of the Douglas Municipal Code is hereby amended as follows:

15.14.360 Section BE101.1 – General.

Amend AF101.1 to read BE101.1. The remainder of this section shall be the same.

Section 42. Section 15.15.020 of the Douglas Municipal Code is hereby amended as follows:

15.15.020 Adoption.

The 2024 International Existing Building Code, including Appendix B-Supplementary Accessibility Requirements for Existing Buildings and Facilities, are hereby adopted by reference and have the same force and effect as though fully set forth in this chapter, except as specifically amended in Section 15.15.030 through 15.15.060. A copy of such code is on file in the Community Development Department.

Section 43. Section 15.16.020 of the Douglas Municipal Code is hereby amended as follows:

15.16.020 Adoption.

Amend 2021 to read 2024. The remainder of this section shall be the same.

Section 44. Section 15.16.040 of the Douglas Municipal Code is hereby amended as follows:

15.16.040 Section 113.4 – Violation penalties.

Amend 112.4 to read 113.4. The remainder of this section shall be the same.

Section 45. This ordinance shall become effective upon publication.

PASSED AND APPROVED ON FIRST READING this _____ day of _____, 20____.

PASSED AND APPROVED ON SECOND READING this _____ day of _____, 20____.

PASSED, APPROVED AND ADOPTED ON THIRD AND FINAL READING this _____ day of _____, 20____.

Kim Pexton, Mayor

Attest:

Devon Litzsinger, City Clerk

Published: _____

ATTESTATION

I, Devon Litzsinger, the Clerk of the City of Douglas, Wyoming, do hereby attest and state that the above ordinance was published/posted in the manner required by law and that all procedures required by Wyoming State law were complied with.

Devon Litzsinger, City Clerk



Agenda Item Report City Council – September 8, 2025

Item

Ordinance 1062: An Ordinance Amending Table 4-6, Table 4-7, and Section 16.6.7.1 of the Douglas Municipal Code Pertaining to Travel Trailers and Recreational Vehicles (RVs)

Responsible Staff Contact

Recommendation

Approve Ordinance 1062 on first reading as presented.

Executive Summary

Ordinance 1062 amends the Unified Land Development Code (ULDC) to align with comments and discussion provided by the Planning & Zoning Commission and City Council.

Background

Staff was directed to research how recreational vehicles (RV's) are used and where RV's could be used/stored.

An e-blast was sent out the Wyoming Planning Association with the following questions:

1. In what zones are RV's allowed?
2. Do they require permitting (e.g. CUP, TUP, etc.)?
3. Do you allow RV's outside of a RV park?

Responses were received from Teton, Johnson, and Campbell Counties, Laramie and Green River, and Spearfish, South Dakota.

Attached is a summation of the findings.

Temporary Residential Uses are allowed in the A, RR, R-1, R-2, R-3, R-4, and RE zones with a Conditional Use Permit (CUP). Title 16.6.36 outlines the use requirements, including duration, compliance with building and health and safety ordinances, parking and driveway, suspension/revocation, transferability, and compliance with other regulations.

It would be reasonable to allow seasonal, temporary use of RV's for residential purposes as an accessory use in the following zones with a Temporary Use Permit:

- **A Agriculture:** The A (Agricultural) zoning district is a 20-acre minimum lot area district intended to accommodate the rural community and lifestyle, including the conservation of farming, ranching, and agricultural resources. The district is characterized by agricultural uses of land and is meant to provide an adequate amount of space for livestock and poultry keeping. Properties within this district may not be served by central water and wastewater service.
- **RR Rural Residential:** The RR (Rural Residential) zoning district is intended to establish and preserve areas for semi-rural, low-density residential and compatible low-intensity agricultural, commercial, and light industrial uses. Areas within the district may or may not be served by central sewer.
- **RE Residential Estate:** The RE (Residential Estate) zoning district is to establish and maintain a quiet, single-family dwelling residential neighborhood, preserving and promoting the existence of large areas of passive open space, light, play areas for children, and recreational sites.
- **R-1 Neighborhood Residential:** The R-1 (Residential) zoning district is intended to provide for low-density, single-family residential development and to provide for such community facilities and services as will serve the area residents while protecting the residential character and quality of the area.
- **R-2 Medium Density Residential:** The R-2 (Multiple Residence) zoning district is intended to provide for the development of single-family and duplex or townhouse dwellings.
- **R-3 Limited Mixed Residential:** The R-3 (Multiple Residence) zoning district is intended to provide for the development of medium-density and high-density apartments. The district also provides a variety of housing types to serve the housing needs of the area residents.
- **MH-1 Single Residence Manufactured Home:** The MH (Manufactured Home) zoning district is intended to provide for manufactured and site/stick-built homes with single-family uses and lot ownership.
- **B-1 Local Business:** The B-1 (Local Business) zoning district is intended to provide for a broad range of retail and service functions.
- **B-2 General Business:** The B-2 (General Business) zoning district is intended to provide for commercial uses that create a use intensity transition between residential neighborhoods and light industrial uses.
- **MU-PUD Mixed-Use Planned Unit Development:** The Mixed Use Planned Unit Development (MU-PUD) zoning district is intended to accommodate high-quality commercial, office, residential, commercial mixed-use, and residential mixed-use development. The purpose of the following regulations is to allow for increased flexibility in the siting and design of land uses and zoning standards within a comprehensively planned area. (**if included in the MU-PUD Master Plan as an allowed use*)

- **PLI Planned Light Industrial:** The Planned Light Industrial (PLI) zoning district is intended to accommodate master planned light industrial and commercial mixed-use development. The purpose of the following regulations is to allow for increased flexibility in the siting and design of land uses and development standards within a comprehensively planned PLI zoning district. (**if included in the PLI Master Plan as an allowed use*)

Title 16 of the Douglas Municipal Code would need to be modified via ordinance to reflect any changes in use. A Temporary Use Permit (TUP) is recommended to provide emergency services with the locations of additional residents and/or visitors. The TUP would also ensure the location of the RV is appropriate and safe, the water and electrical connections are appropriate and safe, and sewage is disposed of in the correct manner.

It is recommended that the TUP code be clarified, specifically the duration of temporary use (currently allowed for a year) and renewals (not discussed).

If the City Council wishes to modify the code to allow for RV use as an accessory residential use, it is recommended Table 4-6 be clarified regarding Temporary residential Uses and Table 4-7 be updated.

Title 16.2.2 of the Douglas Municipal Code defines Recreational Vehicles (RV) as: *Any vehicle built on a single chassis at a size of four hundred (400) square feet or less when measured at the largest horizontal projections which is designed to be self-propelled or permanently towable and is not primarily designed for use as a permanent dwelling, but as temporary living quarters for recreational, camping, travel, or seasonal use.*

Travel Trailer and Recreational Vehicle (RV) Parks are currently allowed only in the MH-2 Mobile Home Park zone. Title 16.6.30 outlines standards for the parks, including location, size, density, access, parking, landscaping, recreation area, sidewalks, utilities, and hazardous weather shelter.

The Douglas Municipal Code is silent on RV's as an accessory use.

The use of RV's for residential purposes outside of MH-2 zones came to the City Council's attention when a citizen reported a notice of violation received from the Community Development Department. City Council requested additional research be conducted and findings be presented.

Alignment to Strategic Doing (SD) and/or Other Plans

Budget/Fiscal Impact

Fund/Department: 10-5100-2115 Non Departmental Publishing; 10-5100-2158 Non Departmental Misc Contractual Services

Project/Line Item(s): Legally Required Publishing; Codification - Municode
Budgeted Amount: \$65,400; \$60,474
Anticipated Amount:

Action Requested/Recommended Motion

Approve Ordinance 1062 on first reading as presented.

Attachments

1. Ordinance 1062 RVs & Travel Trailers DRAFT - 1st Reading 20250908
2. RV Research

ORDINANCE NO. 1062

**AN ORDINANCE AMENDING TABLE 4-6, TABLE 4-7, AND SECTION 16.6.7.1 OF THE DOUGLAS MUNICIPAL CODE
PERTAINING TO TRAVEL TRAILERS AND RECREATIONAL VEHICLES (RVs)**

WHEREAS, the City of Douglas (City) Council finds and determines that the following changes and clarifications need to be made in regard to the City of Douglas Municipal Code; and

WHEREAS, consideration has been given to ensure fairness to all City of Douglas residents and make new regulations reasonable.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF DOUGLAS, WYOMING:

Section 1. Table 4-6 of the Douglas Municipal Code is hereby amended to read as follows:

4.7.1 General

Table 4-6 below identifies the allowed (A), conditional (C), and temporary (T) principal use allowances for all of the standard and special purpose zoning districts, except for the MU-PUD and PLI zoning districts with development plans. Any blank cell within the table shall be interpreted as a prohibited use in the respective zoning district. The allowed, conditional, and temporary principal uses for properties zoned under the MU-PUD and PLI zoning districts shall be pursuant to the specific MU-PUD or PLI development plan. + Properties in the MU-PUD or PLI zone districts without development plans shall comply with Tables 4-6 and 4-7. Table 4-7 below identifies the allowed and conditional accessory use allowances for all of the standard and special purpose zoning districts. The tables also provide for additional requirements on a use-by-use basis. Many of the additional requirements refer to use-specific development standards, which are included within [Chapter 6](#) of this Code.

Table 4-6: Principal Uses Table—Allowed, conditional, and temporary principal uses in all zoning districts, except the MU-PUD and PLI zoning districts with development plans. The allowed, conditional, and temporary principal uses for properties zoned under the MU-PUD or PLI zoning district shall be pursuant to the specific MU-PUD or PLI development plan. + Properties in MU-PUD or PLI zone districts without development plans shall comply with this use table.

Use	Zoning Districts																Additional Requirements
	A	RR	R-1	R-2	R-3	R-4	RE	MH-1	MH-2	CB-1	B-1	B-2	MU-PUD+	PLI+	I	GRN	
Principal Agricultural Uses																	
Agriculture	A	A															
Agricultural Stands	A	A								T	T	T	T				See Section 6.8 of this Code
Animal Keeping	A	C	C	C	C	C	C	C	C	C	C	C	C	C	C		See Section 6.9 of this Code
Barns and Private Stables	A	A															See section 6.2, Accessory Agricultural Structures and Uses, of this Code
Bulk Grain Storage (Public or Private)	C																
Commercial Stables	C	C															
Commercial Livestock Auction Yards and Barns	Not allowed in any zoning district																
Commercial Feedlots	Not allowed in any zoning district																
Farms and Ranches	A	A															
Gun Clubs	C																
Guest Ranches	C																
Riding Academies	C	C															

Temporary Agricultural Uses	T	T															See Section 6.2 of this Code
Principal Residential Uses																	
Assisted Living Facility		C	C	C	A	A	C	C		A	A	A	A				See Section 6.17 of this Code
Boarding and Rooming (no transient occupancy)		A	C	C	A	A		C		A	A	A	C				See Section 6.13 of this Code
Dwelling, Single-Family	A	A	A	A	A	A	A	A	A	A	A	A	A				
Dwelling, Duplex				A	A	A		A		A	A		A				
Dwelling, Townhouse/Twin House				A	A	A		A		A	A		A				
Dwelling, Multi-Family					A	A		C			A		A				
Above Ground Level Residential										A			A				
Family Group Home		C	C	C	A	A	C	C		A	A		A				See Section 6.17 of this Code
Manufactured Home Residence	A	A	A	A	A	A		A					A				See Section 6.24 of this Code
Mobile Home Park									A								See Section 6.24 of this Code
Short-Term Rental			C	C	C	C		C		C	C	C	C				See Section 6.31 of this Code
Temporary Housing	Prohibited in all zoning districts (see also Section 6.35 of this Code)																
Temporary Residential Uses	C	C	C	C	C	C	C										See Section 6.36 of this Code
<u>Travel Trailer & Recreational Vehicles (RV)</u>									<u>A</u>								<u>See Section 6.30 of this Code</u>

Watchman or Caretaker Residence	A	A													A		
Principal Institutional Uses																	
Private Schools			C	C	C	A	C	C		A	A	A	A				
Public Schools			A	A	A	A	A	A		A	A	A	A				
Public Buildings and Facilities	C	C	C	C	C	C	C	C		C	C	C	C		C		
Religious Institutions	C	C	C	C	C	C	C	C	C	A	A	A	A	C	C		
Principal Commercial Uses																	
Auction Facilities	C	C									C	C		C	C		
Automobile and Trailer Sales (new or used)												A			A		
Banks and Other Financial Institutions										A	A	A	A				
Bars, Liquor Stores, Taverns, Pubs, Brewpubs										A	A	A					
Beauty and Barber Shops				C	C	A				A	A	A					
Bed and Breakfast Home		C	C	A	A	A	C	C		A	A	A	A				See Section 6.11 of this Code
Bed and Breakfast Inn		C	C	C	C	C	C	C		C	C	C	C				See Section 6.12 of this Code
Building Materials Sales Yard												A		A	A		
Carwash (not associated with a gas station or convenience store)											A	A		A			

Commercial Kennel	C					C					C	C		C	C		See Section 6.14 of this Code
Commercial Nurseries and Greenhouses	A	C									A	A		A	A		In B-1 and B-2, outside storage and display allowed in association with a commercial greenhouse if it is enclosed within an approved six-foot fence with locking gate
Convenience Store					C	C				A	A	A					
Clinics, Hospitals, and Nursing Homes			C	C	C	A				A	A	A					
Day Care Centers	C	C	C	C	C	C	C	C		A	A	A	C				See Section 6.17 of this Code
Domestic Dog Services	A									C	A	A	A	A	A		
Equipment Rental											C	A			A		
Funeral Homes			C	C	C	C	C	C		A	A	A	A				
Gas Stations (including incidental automobile repair)										A	A	A					
Home Improvement Centers											A	A		A			
Hotels and Motels										A	A	A					
Large Scale Retail										A	A	A		A			See Section 6.23 of this Code

Laundromats and Dry Cleaning Establishments					C	C				A	A	A		A			
Meeting, Conference, and Lodge Halls										A	A	A					
Mini-Warehouse											C	A		A	A		
Mobile Home Park Coin Operated Laundry									A								
Mobile Home Park Snack/Food Store									A								
Mobile Home Sales									A								In MH-2, only model mobile home sales allowed if the area designated for sales does not occupy more than 5% of the total acreage of the mobile home park In CB-1, no outside storage of vehicles or parts and no body or fender work, painting, or upholstery In MH-2, must be located at least 100 feet

																	from any MHP boundary
Model Home/Subdivision Sales Office			T	T	T	T	T	T	T								
Museums, Libraries, and Galleries (Public or Private)	C	C	C	C	C	C	C			A	A	A	A				
Neighborhood Retail, 2,000 sq. ft. or less						C							A				
Newspaper, Document Processing, and Printing Offices										A	A	A		A			
Outside Seasonal Retail Display						T				T	T	T		T			See Sections 6.3 and 6.32 of this Code
Parking Lots and Garages										A	A	A					
Pet Store	A											A		A	A		
Professional Offices (including business and public offices)					C	A				A	A	A		A			
Restaurants and Cafes						C	C			A	A	A					
Retail Bakeries						C	C			A	A	A					
Shopping Centers										A	A	A					
Small Repair Services (2,000 sq. ft. or less)										A	A	A					

Temporary Commercial Uses										T	T	T		T			See Section 6.36 of this Code
Temporary Construction Buildings	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T		See Section 6.16 of this Code
Veterinary Hospitals and Clinics	A					C				C	C	A		A	A		
Theaters										A	A	A					
Truck or Recreational Vehicle Repair and Service												C			A		
Wholesale Bakeries											C	C		A	A		
Wholesale	C									C	C	C		A	A		In CB-1, only storage of samples allowed, storage of additional stock not allowed
Vehicle Repair Garage											A	A			A		See Section 6.40 of this Code
Vehicle Repair Garage (Basic automobile repair, maximum two-bay)										A			A	A			See Section 6.40 of this Code
Principal Industrial Uses																	
Sawmills	C														C		
Light Manufacturing												C		A	A		
Light Manufacturing										C	C		C	A	A		

(2,000 sq. ft. or less)																	
Auto Wrecking or Salvage Yards															C		See Section 6.10 of this Code
Batch Plants															C		
Flammable and/or Hazardous Substance Storage Facility															C		See Section 6.19 of this Code
Contractor Yards (vehicles, equipment, materials and/or supplies)														C	A		See Section 6.16 of this Code
Manufacturing, Processing, and Fabricating														C	A		
Oil and Gas Operations	C														C		See Section 6.41 of this Code
Temporary Industrial Uses														T	T		See Section 6.36 of this Code
Trucking and Other Transportation Terminals															A		
Principal Utility and Communication Uses																	
Public and Private Utilities	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	See Section 6.29 of this Code
Radio and Television Transmission and Reception Towers (Commercial and Non-Commercial)	A	A				A				A	A	A	A	A	A	A	See Section 6.15 of this Code

Telecommunication Facilities)																	
Solar Energy Generation Farm	C													C	C		
Principal Recreational, Entertainment, and Sexually Oriented Uses																	
Amusement Center, Indoor										A	A	A					
Amusement Center, Outdoor	C										C	C				C	
Bowling Alley										A	A	A					
Commercial Gymnasium										A	A	A					
Golf Courses	C	C					A									A	
Naturally Vegetated Areas	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	
Open Space	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	
Parks and Playgrounds	A	A	A	A	A	A	A	A	A	A	A	A	A	A		A	
Racetracks or Strips	C																
Recreational Facilities (Public or Private)	C	C	C	C	C	C	C	C		A	A	A				A	
Shooting Range, Outdoor	C	C															
Shooting Range, Indoor															A		
Sexually Oriented Business															C		See Section 6.34 of this Code
Social and Recreational Facilities (Public or Private)	C									A							

Travel Trailer and Recreation Vehicle (RV) Park									A								See Section 6.30 of this Code
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DRAFT

Section 2. Table 4-7 of the Douglas Municipal Code is hereby amended to read as follows:

4.7.2 Accessory Uses and Structures

A. Conformance with Zoning District Standards

Unless otherwise indicated in this Code, accessory structures and uses shall conform to the use and dimensional standards specified in this Chapter for the respective zoning district within which the building or use is proposed. The area of accessory structures shall be included in the lot coverage calculation.

B. Conformance with General and Use-Specific Development Standards

All accessory structures and uses shall comply with the general and use-specific development standards in Chapters 5 and 6 of this Code.

C. Principal Structure Required

No zoning certificate or building permit for construction of an accessory structure, where a building permit is required, shall be authorized prior to construction of the principal structure except in the A (Agricultural) zoning district.

D. Prohibited Storage Buildings

Semi-trailers, mobile storage containers, and mobile homes shall not be used as accessory storage buildings except, as allowed by Section 6.3 or Section 6.7. Existing semi-trailer, mobile storage containers, and mobile homes being used as accessory storage buildings on the effective date of this Code shall be considered legal nonconforming uses.

E. Violations

Any building, structure, or use that does not qualify as an accessory structure or use and is not identified as an allowed use or approved conditional use is a violation of this Code and shall be subject to zoning enforcement pursuant to the provisions of Chapter 9 of this Code.

Table 4-7: Accessory Uses Table - Allowed, conditional, and temporary accessory uses in all zoning districts, except the MU-PUD and PLI zoning districts with development plans. The allowed, conditional, and temporary accessory uses for properties zoned under the MU-PUD or PLI zoning districts shall be pursuant to the specific MU-PUD or PLI development plan. +Properties in MU-PUD or PLI zone districts without development plans shall comply with this use table.

Use	Zoning Districts																Additional Requirements
	A	RR	R-1	R-2	R-3	R-4	RE	MH-1	MH-2	CB-1	B-1	B-2	MU-PUD+	PLI+	I	GRN	
Accessory Agricultural Uses																	
Accessory Agricultural Structures and Uses	A	A															See Section 6.2 of this Code
Animal Keeping	A	A	C	C	C	C	C	C			C	C	C	C	C		See Section 6.9 of this Code
Bee Keeping	A	A	C	C	C	C	C	C			C	C			C		
Fowl Keeping	A	A	A	A	A	A	A	A			A	A	A	A	A		See Section 6.9 of this Code
Hobby Farms	A	A															
Private, Personal-Use Greenhouse	A	A	A	A	A	A	A	A			A	A	A	A	A		
Private Stables	A	A															
Accessory Residential Uses																	
Accessory Dwelling Units		A	A	A	A	A	A	A									See Section 6.4 of this Code
Accessory Residential Structures and Uses		A	A	A	A	A	A	A									See Section 6.7 of this Code
Farm/Ranch Residence	A	A															
Short-Term Rental			C	C	C	C		C		C	C	C	C				See Section 6.31 of this Code

Outdoor Storage	A										A	A		A	A		See Sections 6.26 and 6.32 of this Code
Outdoor Display and Sales of Garden Supplies and Nursery Stock	A									A	A	A		A			
Small Scale Commercial Kiosk						A				A	A	A		A	A		
Accessory Industrial Uses																	
Accessory Industrial Structures and Uses														A	A		See Section 6.5 of this Code
Accessory Light Manufacturing and Industrial												C		A	A		See Section 6.6 of this Code
Construction-Related Storage and Offices														A	A		See Section 6.16 of this Code
Flammable and/or Hazardous Substance Storage Facility															C		See Section 6.19 of this Code
Membrane Structures (120 square feet or less)	A	A	A	A	A	A	A	A					A	A	A		See Section 6.25 of this Code
Membrane Structures (more than 120 square feet)	A													A	A		See Section 6.25 of this Code
Accessory Industrial Uses																	

Personal Wind Energy Generator	A	A	A	A	A	A	A	A			A	A	A	A	A		See Section 6.28 of this Code. Allowed in B-1 and B-2 if roof mounted and in compliance with max. height restrictions
Personal Solar Energy Generator	A	A	A	A	A	A	A	A			A	A	A	A	A		See Section 6.27 of this Code
Roof, Wall, or Pole Mounted Commercial Mobile Radio Service Facility										A	A	A	A	A	A		See Section 6.15 of this Code
Tower, Commercial and Private (Non-Commercial Telecommunication Facilities)	C	C				C				C	C	C	C	C			See Section 6.15 of this Code

Section 3. Section 16.6.7.1 of the Douglas Municipal Code is hereby amended to read as follows:

6.7 Accessory Residential Structures and Uses

6.7.1 Allowed Uses and Structures

The following uses and structures are considered accessory to a principal residential use:

- a. ~~•~~ Detached private parking garages;
- b. ~~•~~ ~~hg~~; Carports or other motor vehicle covered parking areas (hereinafter "covered parking areas") shall comply with the following:
 - i. ~~•~~ Definition: Covered parking areas shall be defined as a structure built attached or detached from the main structure that is open on at least three (3) sides and where vision through the three (3) open sides is not impeded. This definition does not include garages.
 - ii. ~~•~~ Location: Covered parking areas are limited to side and rear yards.
~~•~~ Exception: The Community Development Director may approve a covered parking area to be placed in the front yard if the structure is two hundred (200) square feet or less, if the structure is attached to the primary structure, and if the structure is designed to favorably add to the architecture of the primary structure.
 - iii. ~~•~~ Setbacks: Covered parking areas smaller than two hundred (200) square feet may project into a required setback not to exceed one-third ($\frac{1}{3}$) the distance of the required setback. Covered parking areas larger than two hundred (200) square feet shall comply with the principal structure setbacks for the applicable zoning district. Covered parking areas in the side yard shall not be less than twenty (20) feet from the front lot line.
~~•~~ Exception: The Community Development Director may approve a covered parking area to be placed no closer than five (5) feet off the front lot line if the structure is two hundred (200) square feet or less, if the structure is attached to the primary structure, and if the structure is designed to favorably add to the architecture of the primary structure.
 - iv. ~~•~~ Size: Covered parking areas are limited to a maximum of two hundred (200) square feet or forty (40) percent of the primary structure, whichever is larger.
 - v. ~~•~~ Height: Covered parking areas may not exceed the maximum height for an accessory structure in each zone district.
 - vi. ~~•~~ Architectural Design: The design of the covered parking areas shall be in character with, and constructed of, the same quality permanent materials as the principal building, or adopted design standards. No metal buildings or structures shall be allowed for covered parking areas over two hundred (200) square feet unless concealed with materials in character with the principal building.
 - vii. ~~B~~ ~~•~~ Building Permit Required: Covered parking areas shall require a building permit.
 - viii. ~~•~~ Construction: All covered parking areas two hundred (200) square feet or less shall meet all applicable building codes, including wind and snow loads. All covered parking areas exceeding two hundred (200) square feet shall be constructed using

permanent concrete footers, metal framing or wood beams, and metal or wood rafters, and shall meet all applicable building codes, including wind and snow loads.

- ix. ~~•~~ Maintenance: Covered parking areas shall be maintained in good condition at all times.
- c. ~~•~~ Storage sheds;
- d. ~~•~~ Shipping containers in residential zones shall comply with the following:
 - i. ~~•~~ Definition: "Shipping container" shall mean a unit originally used or designed to store goods or other merchandise during shipping or hauling by a vehicle, including, but not limited to, rail cars of any kind, truck trailers, or multi-modal shipping containers or similar structures such as look-alike shipping container buildings or metal buildings marketed as "containers," "portable storage units," or "conex."
 - ii. ~~•~~ Occupation: Shipping containers shall not be used as dwellings, sleeping quarters or for occupancy for any period of time.
 - iii. ~~•~~ Limited: Only one (1) shipping container allowed per residential lot.
 - iv. ~~•~~ Building Permit Required: Shipping containers shall require a building permit.
 - v. ~~•~~ Location: Shipping containers are limited to rear yards.
 - vi. ~~•~~ Setback: Shipping containers shall comply with the setbacks for the applicable zoning district.
 - vii. ~~•~~ Size and Height: The maximum size allowed for a shipping container shall be eight (8) feet wide by twenty (20) feet long by eight and one-half (8.5) feet tall.
 - viii. ~~•~~ Architectural Design: Shipping containers shall be concealed on all sides and top with materials that are in character with, and constructed of, the same quality permanent materials as the principal building, or adopted design standards. No corrugated or ribbed metal shall be allowed unless the principal building is sided with the same material.
 - ix. ~~•~~ Maintenance: Shipping containers shall be maintained in good condition at all times.
 - ~~•~~ Exception: Temporary portable moving containers/moving pods placed on private property for the purpose of moving household goods. Shipping containers shall be permitted on construction sites provided there is an active building permit and placement is ancillary to a project on site. Such shipping containers shall be removed within thirty (30) days of completion of work associated with the building permit.
- e. ~~•~~ Gazebos;
- f. ~~•~~ Domestic pets;
- g. ~~•~~ Personal, private-use greenhouses;
- h. ~~•~~ Fences, walls, and hedges;
- i. ~~•~~ Antennas, radio facilities, and satellite dishes, pursuant to the requirements of this Code;
- j. ~~•~~ Personal solar and wind energy generators;

k. ~~•~~ Swimming pools, hot tubs, tennis courts or other similar private recreational facilities; ~~and~~

l. Recreational Vehicles (RVs) or Travel Trailers; and

i. Recreational Vehicles (RVs) or Travel Trailers may be allowed for short-term stays intended for family/friends not to exceed fourteen (14) days in duration at any one time.

ii. Recreational Vehicles (RVs) or Travel Trailers shall not be rented out under any circumstances and shall not be used as or considered Short-Term Rentals or Accessory Dwelling Units.

iii. Recreational Vehicles (RVs) or Travel Trailers shall be limited to one per lot unless otherwise approved by Conditional Use Permit.

iv. Recreational Vehicles (RVs) or Travel Trailers shall not be connected to utilities when not in use.

v. Recreational Vehicle (RV) or Travel Trailer sewage shall be disposed of in an appropriate manner at all times.

i.vi. Recreational Vehicles (RVs) or Travel Trailers may be stored on a gravel, crushed asphalt, or concrete pad in rear and side yards in any zone except for GRN Greenspace.

k.m. ~~•~~ Any accessory structure or related use expressly designated as accessory in a residential zoning district under this Code, or as otherwise established as an accessory use through an interpretation of the Community Development Department Director.

PASSED AND APPROVED ON FIRST READING this _____ day of _____, 20____.

PASSED AND APPROVED ON SECOND READING this _____ day of _____, 20____.

PASSED, APPROVED AND ADOPTED ON THIRD AND FINAL READING this _____ day of _____, 20____.

Kim Pexton, Mayor

Attest:

Devon Litzsinger, City Clerk

Published: _____

ATTESTATION

I, Devon Litzsinger, the Clerk of the City of Douglas, Wyoming, do hereby attest and state that the above ordinance was published/posted in the manner required by law and that all procedures required by Wyoming State law were complied with.

Devon Litzsinger, City Clerk

RV Location Research

Updated: August 25, 2025

Allowed	Not Allowed
Allowed in Campgrounds.	Not allowed as a year-round residence.
Campground allowed in R-1, Business Conservation, & Rural zones.	Not allowed anywhere.
RV storage allowed on private property.	Not allowed as residence.
Allowed with a Special Use Permit in a Mobile Home Park for a period of 5 years due to influx in population.	Not allowed on public rights-of-way or public property.
Permitted for a max of 10 days in a residential zone.	
Allowed in a RV Park or Mobile Home Park.	
Permitted for a max of 14 days (intended to allow for family/friends to visit, but not as a long-term living situation).	
Allowed for one month in any 12 month period (intended to serve hunters).	
Pros	Cons
Allows for family/friends to visit.	Are RV's considered permanent residences allowing residents to register to vote?
Assists with housing issues temporarily.	Are water, sewer, electrical, gas, fire, and access available?
Allows for hunting.	Unaccounted increase on services.
	Taxation is missed.
	Intended to temporarily solve housing issues, but becomes permanent residence.
	RV's are not intended for permanent residence.
	NIMBY (Not in My Back Yard).
	Not all RV's are maintained in good condition (unsightly and unsafe).
	Increase in dilapidated RV's throughout the community.
	Generator noise.
	Sewage smells.
	Enforcement issues.
	Safety concerns.
	Tracking who is using the RV (e.g. sex offenders, permitted for property owner but used as a short term rental, etc.).
	Cold Climate: possible sewer lines breaking.
Planning & Zoning Commission Feedback	City Council Feedback & Direction
RV's should be allowed in Campgrounds, Mobile Home Parks (MH-2 Zone).	Allowed for short-term stays on private property no matter the zone.
RV's should be able to be stored in any zone except GRN (specifically in side and rear).	Not allowed to be rented out.
Residents should be allowed to use a RV on a residential lot for visiting family/friends for short stays (14 days was ok).	Only one allowed per lot.
RV's as a long-term residence is not safe.	Uniform across all zones.

CHARTER ORDINANCE NO. 1060

A Charter Ordinance of the City of Douglas, Wyoming, Repealing the Application of Wyoming Statutes §§ 12-4-201(d) and § 12-4-413(v) and (vi), and Related Statutory Limitations Within the Corporate Limits of the City, and Authorizing the Governing Body to Determine the Number of Retail and Bar & Grill Liquor Licenses to Be Issued Based on Local Conditions and Policy

WHEREAS, the City of Douglas, Wyoming, is a home rule municipality governed by Article 13, Section 1(b) of the Wyoming Constitution, which grants cities the power to determine local affairs by charter ordinance; and

WHEREAS, W.S. § 12-4-201(d) and W.S. § 12-4-413(v) and (vi) impose population-based quota formulas on retail and bar & grill liquor licenses, respectively, resulting in widely inconsistent allocations across similarly situated communities—e.g., Glenrock, Wheatland, Casper and Douglas all receive different license counts based solely on minor variations in population, despite similar or greater demands driven by regional workforce, tourism, and economic activity; and

WHEREAS, these quota systems fail to reflect local realities such as transient population surges, energy-sector activity, tourism growth, or regional service roles that swell a community's effective population beyond census counts; and

WHEREAS, the arbitrary and outdated nature of the quota system has created a patchwork of inequities across the state, where some communities are unable to meet market demand while others underutilize license allocations—impeding local economic development and stifling entrepreneurship; and

WHEREAS, the Governing Body of the City of Douglas finds that the number, location, and character of liquor license establishments within the City—including retail and bar & grill licenses—are matters of distinctly local concern, requiring flexibility to respond to community needs and priorities; and

WHEREAS, the above statutes are not uniformly applicable to all cities and towns in the State of Wyoming because the statutes treat cities and towns differently based upon population; and

WHEREAS, the Governing Body seeks to responsibly restore local authority in a manner that balances economic opportunity, community values, and the City's ongoing commitment to public health, safety, and responsible alcohol regulation;

CHARTER ORDINANCE NO. 1060

Now, Therefore, Be It Ordained by the Governing Body of the City of Douglas, Wyoming:

Section 1: Repeal of Statutory Quota Provisions

Pursuant to Article 13, Section 1(b) of the Wyoming Constitution, the City of Douglas hereby exempts itself from the provisions of the following statutes limiting the number of particular liquor licenses the City may issue:

- a. Wyoming Statute § 12-4-201(d) – population-based quota formula for retail liquor licenses
- b. Wyoming Statute § 12-4-413(v) and (vi) – population-based quota formula for bar & grill liquor licenses

Section 2: No Right to License Created

This Charter Ordinance does not create a right to any license, nor require the City to issue a license upon application. All license decisions shall remain discretionary and subject to local policies, procedures, and Council judgment.

Section 3: Effect on Other Statutory Provisions

This ordinance shall not modify or repeal other applicable Wyoming statutes governing license qualifications, operational requirements, disciplinary procedures, enforcement, transfer or revocation. It solely affects the number and local authority to issue licenses.

Section 4: Publication and Effective Date

This Charter Ordinance shall be published in full in the official newspaper of the City of Douglas, Wyoming once each week for two consecutive weeks. It shall take effect sixty-one (61) days after the date of final publication, provided that no referendum petition is filed with the City Clerk within thirty (30) days following the final publication, pursuant Article 13, Section 1(c) of the Wyoming Constitution.

PASSED on 1st reading the _____ day of July, 2025.

PASSED on 2nd reading the _____ day of July, 2025.

PASSED, APPROVED AND ADOPTED on 3rd and final reading this _____ day of July, 2025.

City of Douglas, Wyoming

Kim Pexton, Mayor

Attest:

Devon Litzsinger, Deputy City Clerk

Published: _____ Douglas Budget

CHARTER ORDINANCE NO. 1060

ATTESTATION

I, Devon Litzsinger, the Deputy Clerk of the City of Douglas, Wyoming, do hereby attest and state that the above ordinance was published/posted in the manner required by law and that all procedures required by Wyoming State law were complied with.

Devon Litzsinger, Deputy City Clerk



Agenda Item Report

City Council – September 8, 2025

Item

Resolution 2025-22: A Resolution Adopting An Amendment To The Guidelines For Conduct Of Elected Officials Of The City of Douglas

Responsible Staff Contact

JD Cox

Recommendation

Council may wish to update the resolution.

Executive Summary

This item was brought up during last Council's discussion. This resolution is currently in place, however, may need updating as Council desires.

We received one comment on this item: "Ethics: No person who serves on the Douglas City Council shall be employed by the City of Douglas for a period of two years following the last day of service on City Council." City Attorney Armstrong recommends this be a separate ordinance or placed in the HR manual, should Council wish to proceed with this recommendation.

Background

The current resolution 1973 was passed on August 15, 2018.

Alignment to Strategic Doing (SD) and/or Other Plans

SD Commitment
SD Commitment Strategy
SD Commitment KPI
SD Outcome
SD Outcome Strategy
SD Outcome KPI
2014 Master Plan
2015 Downtown Master Plan

Budget/Fiscal Impact

Fund/Department
Project/Line Item(s)
Budgeted Amount
Anticipated Amount

Action Requested/Recommended Motion

Council may wish to consider updating.

Attachments

1. CURRENT - Resolution 1973 Guidelines For Conduct of City Officials
2. PROPOSED - Resolution 2025-22 Updated Guidelines for Conduct of City Officials Redline

RESOLUTION NO. 1973

**A RESOLUTION ADOPTING AN AMENDMENT TO THE
GUIDELINES FOR CONDUCT OF ELECTED OFFICIALS OF
THE CITY OF DOUGLAS**

WHEREAS, in 2003, the Governing Body of the City of Douglas, Wyoming adopted guidelines for elected officials pertaining to conduct and describing behavior, manners and courtesies that are suitable for various occasions, a valuable tool which may be amended from time to time, and

WHEREAS, as a matter of public interest, such guidelines make public meetings and the process of the governance run more smoothly; and

WHEREAS, the Governing Body desires to update the adopted policies and procedures to include additional language pertaining to gifts and gratuities; and

WHEREAS, the proposed revisions to the Guidelines for Elected Officials marked "Exhibit A" is attached hereto and incorporated herein.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF DOUGLAS, WYOMING, that:

Section 1. The foregoing recitals are incorporated in and made a part of this resolution by this reference.

Section 2. The Governing Body hereby adopts the proposed amendments to the Guidelines for Elected Officials which is marked Exhibit A and attached herein, to become effective immediately upon approval and adoption by the Governing Body.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF DOUGLAS, WYOMING, that the attached Guidelines for Elected Officials of the City of Douglas are hereby adopted.

PASSED, APPROVED AND ADOPTED this 15 day of August, 2018.


Leroy Kingery, Mayor pro tem

Attest:

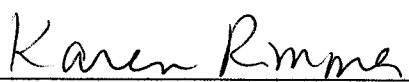

Karen Rimmer, City Clerk



EXHIBIT A

CHAPTER VII. Conditions of Employment.

G. Acceptance of Gifts.

Employees or members of their immediate families shall not accept any gift, loan, service, certificate, plaque, commemorative token, gratuity, special discount, or item of value in excess of two hundred fifty dollars (\$250.00) from any person, firm or corporation. The following items are excluded from this policy:

1. Items of printed, educational or promotional material;
2. Food or beverage;
3. Travel registration, lodging and items from raffles for any conference or meeting while attending in their official capacity.

All travel expenses, such as meals, lodging, and travel, shall adhere to policies and procedures as adopted by the City of Douglas.

Conflicts of Interest.

Employees shall not enter into any financial or other relationship with any agency, private business or other organization which would constitute a conflict of interest with their City employment or create the appearance of impropriety. Employees shall not permit themselves to be placed under any personal or other obligation which could lead any person, group, or organization to expect official favors. If an employee has questions about what constitutes a conflict of interest, the employee may ask his or her immediate supervisor, Department Head, the Human Resource Department, or the City Administrator.

EXHIBIT A

GUIDELINES FOR ELECTED OFFICIALS OF THE CITY OF DOUGLAS

Overview of Roles and Responsibilities

This document is designed to describe the manner in which Council members should treat one another, City staff, constituents, and others they come into contact with in representing the City of Douglas. It attempts to define more clearly the behavior, manners and courtesies that are suitable for various occasions and is designed to make public meetings and the process of governance run more smoothly.

All members of the City Council, including the Mayor and Mayor pro tem, have equal votes and voice. With the exception of the Mayor's veto power, no Council member has more power than any other Council member, and all should be treated with equal respect.

All Council members should:

- Fully participate in City Council meetings and other public forums while demonstrating respect, kindness, consideration and courtesy to others.
- Prepare in advance of Council meetings and be familiar with issues on the Agenda.
- Represent the City at ceremonial functions as requested.
- Stay focused and act efficiently during public meetings.
- Serve as a model of leadership to the community.
- Provide contact information with the City Administrator in case an emergency or urgent situation arises while the Council member is out of town.
- Demonstrate honesty and integrity in every action and statement.

City Council Meeting Protocol

Meeting Chair. The Mayor will chair official meetings of the City Council, unless the Mayor pro tem or another Council member is designated in the Mayor's absence. The Mayor shall:

- Maintain order, decorum and the fair and equitable treatment of all speakers.
- Keep discussion and questions focused on specific agenda items under consideration.
- Make parliamentary rulings with advice, if requested, from the City Attorney.

Use Formal Title.

- The Council and staff should refer to one another formally during public meetings as Mayor, Councilmember, City Administrator, etc., followed by the individual's last name.
- Practice civility and decorum in discussions and debate. Shouting or physical action that could be construed as threatening will not be tolerated.
- Honor the role of the chair in maintaining order.
- Avoid personal comments that could offend other Council members.

Dress Code.

- City Council and staff should wear appropriate attire to public meetings, which is generally defined as business casual. T-shirts, sandals, shorts and the like would not be appropriate attire.

Non-Agenda Items. During a designated period of the Agenda, citizens, Council members, and staff may bring forth issues or questions that are not on the meeting's agenda. Topics should be items requiring action by the City Council, study issues for future consideration, and requests for information. Each speaker will be limited to five minutes.

Public Hearings. In a public hearing, the staff report will be the first part of the discussion as it is an impartial and overall summary of the item being considered. The applicant shall have the right to speak next. Further staff explanations may be called for either before or after the applicant speaks. Speakers representing either pro or con points of view will be allowed to follow. The Chair will determine how much time will be allowed for each speaker, with three to five minutes the standard time granted. The applicant will be allowed to make closing comments.

Council members will not express opinions during the public hearing portion of the meeting,

Resolution 1973

Page 2 of 6

except to ask pertinent questions of the speaker or staff. "I think," and "I feel" comments by Council members are not appropriate until after the close of the public hearing. Council members should refrain from arguing or debating with the public during a public hearing and shall always show respect for different points of view.

- Be fair and equitable in allocating public hearing time to individual speakers. No speaker should be turned away unless he or she exhibits inappropriate behavior. Each speaker should only speak once during a public hearing, unless the Council requests additional clarification. After the close of a public hearing, no more public testimony will be accepted unless the Chair reopens the public hearing for a limited and specific purpose.

Council Conduct with the Public

In Public Meetings. Making the public feel welcome is an important part of the democratic process. No signs of partiality, prejudice or disrespect should be evident on the part of individual Council members toward an individual participating in a public forum. Every effort should be made to be fair and impartial in listening to public testimony.

- Be welcoming to speakers and treat them with care and gentleness. The way that Council treats people during public hearings can do a lot to make them relax or to push their emotions to a higher level of intensity.
- Engage in active listening. It is disconcerting to speakers to have Council members not look at them when they are speaking. It is fine to look down at documents or make notes but reading for a long period of time or gazing around the room gives the appearance of disinterest. Be aware of facial expressions, especially those that could be interpreted as "smirking", disbelief, anger or boredom.
- Ask for clarification but avoid debate and argument with the public. Only the Chair, not individual Council members, can interrupt a speaker during a presentation. However, a Council member can ask the Chair for a point of order if the speaker is off the topic or exhibiting behavior or language a Council member finds disturbing.
- If speakers become flustered or defensive by Council questions, it is the responsibility of the Chair to calm and focus the speaker and to maintain the order and decorum of the meeting. Questions by Council members to members of the public testifying should seek to clarify or expand information. It is never appropriate to belligerently challenge or belittle the speaker. Council members' personal opinions or inclinations about upcoming votes should not be revealed until after the public hearing is closed.
- No personal attacks of any kind, under any circumstance. Council members should be aware that their body language and tone of voice, as well as the words they use, can appear to be intimidating or aggressive.
- Make no promise on behalf of the Council. Council members will frequently be asked to explain a Council action or to give their opinion about an issue as they meet and talk with constituents in the community. It is appropriate to give a brief overview of City policy and to refer to City staff for further information. It is inappropriate to overtly or implicitly promise Council action, or to promise City staff will do something specific (e.g. repair a pothole, plant new flowers, approve a project, etc.).

- Make no personal comments about other Council members. It is acceptable to publicly

- Make no personal comments about other Council members. It is acceptable to publicly disagree about an issue, but it is unacceptable to make derogatory comments about other Council members, their opinions and actions.

Council Conduct with City Staff

Governance of the City relies on the cooperative efforts of elected officials who set policy and City staff who implement and administer the Council's policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

Resolution 1973

Page 3 of 6

- Treat all staff as professionals. Clear, honest communication that respects the abilities, experience and dignity of each individual is expected.
- Limit contact to specific City staff. Questions of City staff and/or requests for additional background information should be directed only to the City Administrator or appropriate Department Head(s). Requests for follow-up or direction to staff should be made only through the City Administrator, when appropriate. When in doubt about what staff contact is appropriate, Council members should ask the City Administrator for direction. Materials supplied to a Council member in response to a request will be made available to all members of the Council so that all have equal access to information.
- Never publicly criticize an individual employee. Council should never express concerns about the performance of a City employee in public, to the employee directly, or to the employee's supervisor. Comments about staff performance should be made to the City Administrator through private correspondence or conversation.

Staff Support. Routine secretarial support will be provided to all Council members. All mail for Council members will be opened by the City Clerk's office unless other arrangements are requested. Mail addressed to the Mayor is reviewed first by the City Administrator, who notes suggested action and/or follow-up items.

Requests for additional staff support, even in high priority or emergency situations, should be made to the City Administrator as he/she is responsible for allocating City resources in order to maintain a professional, well-run City government.

Council Conduct with Boards and Commissions

The City has established several boards and commissions as a means of gathering more community input. These citizens are a valuable resource to the City's leadership and should be treated with appreciation and respect.

- If attending a Board or Commission meeting, be careful to only express personal opinions. Council members may attend any Board or Commission meeting, which are always open to any member of the public. However, they should be sensitive to the way their participation could be viewed as unfairly affecting the process. Any public comments by a Council member at a Board or Commission meeting should be clearly made as individual opinion and not a representation of the feelings of the entire City Council.
- Limit contact with Board and Commission members to questions or clarification. It is highly inappropriate for a Council member to contact a Board or Commission member to lobby on behalf of an individual, business or developer. However, it is acceptable for Council members to contact Board or Commission members in order to clarify a position taken by the Board or Commission so long as the Council member is respectful of the decision made by the Board or Commission.
- Remember that Boards and Commissions serve the community and not individual Council members. Board and Commission members do not report to individual Council members, nor should Council members feel that they have the power or right to threaten Board and Commission members with removal if they disagree about an issue. Appointment and reappointment to a Board or Commission should be based on such criteria as expertise, ability to work with staff and the public, commitment to fulfilling official duties, and

Council Conduct with the Media

Council members may be contacted by the media for background and quotes.

- The best advice for dealing with the media is to never go "off the record". Most members of the media represent the highest levels of journalistic integrity and ethics and can be trusted to keep their word. But one bad experience can be catastrophic. Words that are not

Resolution 1973

Page 4 of 6

said cannot be quoted.

- The Mayor or City Administrator is the official spokesperson designated to represent the City's position. If an individual Council member is contacted by the media, the Council member should be clear about whether their comments represent the official City position or a personal viewpoint.
- Choose words carefully and cautiously. Comments taken out of context can cause problems. Be especially cautious about humor, sardonic asides, sarcasm, or word play.

Sanctions

- Public Disruption. Members of the public who do not follow proper conduct after a warning in a public hearing may be barred from further testimony at that meeting or removed from the Council Chambers.
- Inappropriate staff behavior. Council members should refer to the City Administrator any City staff who do not follow proper conduct in their dealings with Council members, other City staff, and/or the public. These employees may be disciplined in accordance with standard City procedures for such action.
- Council members behavior and conduct. City Council members who intentionally and repeatedly do not follow proper conduct may be reprimanded by the Council. Serious infractions could lead to conflict of interest violations, as defined by Wyoming State Statutes.

Acceptance of gifts by Council members

Council members and members or their immediate families shall not accept any gift, loan, service, certificate, plaque, commemorative token, gratuity, special discount, or item of value more than two hundred fifty dollars (\$250.00) from any person, firm or corporation. The following items are excluded from this policy:

1. Items of printed, educational or promotional material;
2. Food or beverage;
3. Travel registration, lodging and items from raffles for any conference or meeting while attending in their official capacity.

All travel expenses, such as meals, lodging, and travel, shall adhere to policies and procedures as adopted by the City of Douglas.

Conflicts of Interest.

Council members shall not enter into any financial or other relationship with any agency, private business or other organization which would constitute a conflict of interest with their elected position or create the appearance of impropriety. Council members shall not permit themselves to be placed under any personal or other obligation which could lead any person, group, or organization to expect official favors. If a Council member has questions about what constitutes a conflict of interest, he or she may ask the City Attorney or the City Administrator.

Principals of Proper Conduct

Proper conduct is...

- Keeping promises.
- Being dependable.
- Participating and being available.

Principals of Proper Conduct

Proper conduct is...

- Keeping promises.
- Being dependable.
- Participating and being available.
- Demonstrating patience.
- Showing empathy.
- Listening attentively.
- Studying thoroughly.
- Keeping integrity intact.
- Modeling a professional manner.

Proper conduct is *not* ...

- Showing antagonism or hostility.

- Deliberately lying or misleading.
- Speaking recklessly.
- Spreading rumors.
- Stirring up bad feelings.
- Acting in a self-righteous manner.

It all comes down to respect

Respect for one another as individuals...

Respect for the validity of different opinions...

Respect for the democratic process ...

Respect for the community that we serve.

RESOLUTION NO. ~~2025-22~~1973

A RESOLUTION ADOPTING AN AMENDMENT TO THE
GUIDELINES FOR CONDUCT OF ELECTED OFFICIALS OF
THE CITY OF DOUGLAS

WHEREAS, in 20~~18~~03, the Governing Body of the City of Douglas, Wyoming adopted guidelines for elected officials pertaining to conduct and describing behavior, manners and courtesies that are suitable for various occasions, a valuable tool which may be amended from time to time, and

WHEREAS, as a matter of public interest, such guidelines make public meetings and the process of the governance run more smoothly; and

WHEREAS, the Governing Body desires to update the adopted policies and procedures to include additional language pertaining to ~~gifts and gratuities~~ethics; and

WHEREAS, the proposed revisions to the Guidelines for Elected Officials marked “Exhibit A” is attached hereto and incorporated herein.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF DOUGLAS, WYOMING, that:

Section 1. The foregoing recitals are incorporated in and made a part of this resolution by this reference.

Section 2. The Governing Body hereby adopts the proposed amendments to the Guidelines for Elected Officials which is marked Exhibit A and attached herein, to become effective immediately upon approval and adoption by the Governing Body.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF DOUGLAS, WYOMING, that the attached Guidelines for Elected Officials of the City of Douglas are hereby adopted.

PASSED, APPROVED AND ADOPTED this ~~15th~~-11th day of August 20~~25~~18.

Pexton, Mayor /s/ ~~Leroy Kingery, Mayor pro tem~~Kim

Attest:

/s/ ~~Karen Rimmer~~Devon Litzsinger, City Clerk

EXHIBIT A GUIDELINES FOR ELECTED OFFICIALS OF THE CITY OF DOUGLAS

Overview of Roles and Responsibilities

This document is designed to describe the manner in which Council members should treat one another, City staff, constituents, and others they come into contact with in representing the City of Douglas. It attempts to define more clearly the behavior, manners and courtesies that are suitable for various occasions and is designed to make public meetings and the process of governance run more smoothly.

All members of the City Council, including the Mayor and ~~Mayor pro tem~~ Council President, have equal votes and voice. ~~With the exception of the Mayor's veto power, no~~ No Council member has more power than any other Council member, and all should be treated with equal respect.

All Council members should:

- Fully participate in City Council meetings and other public forums while demonstrating respect, kindness, consideration and courtesy to others.
- Prepare in advance of Council meetings and be familiar with issues on the Agenda.
- Represent the City at ceremonial functions as requested.
- Stay focused and act efficiently during public meetings.
- Serve as a model of leadership to the community.
- Provide contact information with the City ~~Administrator~~ Manager in case an emergency or urgent situation arises while the Council member is out of town.
- Demonstrate honesty and integrity in every action and statement.

City Council Meeting Protocol

Meeting Chair. The Mayor will chair official meetings of the City Council, unless the ~~Mayor pro tem~~ Council President or another Council member is designated in the Mayor's absence. The Mayor shall:

- Maintain order, decorum and the fair and equitable treatment of all speakers.
- Keep discussion and questions focused on specific agenda items under consideration.
- Make parliamentary rulings with advice, if requested, from the City Attorney.

Use Formal Title.

- The Council and staff should refer to one another formally during public meetings as Mayor, Councilmember, City ~~Administrator~~ Manager, etc., followed by the individual's last name.
- Practice civility and decorum in discussions and debate. Shouting or physical action that could be construed as threatening will not be tolerated.
- Honor the role of the chair in maintaining order.
- Avoid personal comments that could offend other Council members.

Dress Code.

- City Council and staff should wear appropriate attire to public meetings, which is generally defined as business casual. T-shirts, sandals, shorts and the like would not be appropriate attire.

Non-Agenda Items. During a designated period of the Agenda, citizens, Council members, and staff may bring forth issues or questions that are not on the meeting's agenda. Topics should be items requiring action by the City Council, study issues for future consideration, and requests for information. Each speaker will be limited to five minutes.

Public Hearings. In a public hearing, the staff report will be the first part of the discussion as it is an impartial and overall summary of the item being considered. The applicant shall have the right to speak next. Further staff explanations may be called for either before or after the applicant speaks. Speakers representing either pro or con points of view will be allowed to follow. The Chair will determine how much time will be allowed for each speaker, with three to five minutes

the standard time granted. The applicant will be allowed to make closing comments.

Council members will not express opinions during the public hearing portion of the meeting, except to ask pertinent questions of the speaker or staff. "I think," and "I feel" comments by Council members are not appropriate until after the close of the public hearing. Council members should refrain from arguing or debating with the public during a public hearing and shall always show respect for different points of view.

- Be fair and equitable in allocating public hearing time to individual speakers. No speaker should be turned away unless he or she exhibits inappropriate behavior. Each speaker should only speak once during a public hearing, unless the Council requests additional clarification. After the close of a public hearing, no more public testimony will be accepted unless the Chair reopens the public hearing for a limited and specific purpose.

Council Conduct with the Public

In Public Meetings. Making the public feel welcome is an important part of the democratic process. No signs of partiality, prejudice or disrespect should be evident on the part of individual Council members toward an individual participating in a public forum. Every effort should be made to be fair and impartial in listening to public testimony.

- Be welcoming to speakers and treat them with care and gentleness. The way that Council treats people during public hearings can do a lot to make them relax or to push their emotions to a higher level of intensity.
- Engage in active listening. It is disconcerting to speakers to have Council members not look at them when they are speaking. It is fine to look down at documents or make notes but reading for a long period of time or gazing around the room gives the appearance of disinterest. Be aware of facial expressions, especially those that could be interpreted as "smirking", disbelief, anger or boredom.
- Ask for clarification but avoid debate and argument with the public. Only the Chair, not individual Council members, can interrupt a speaker during a presentation. However, a Council member can ask the Chair for a point of order if the speaker is off the topic or exhibiting behavior or language a Council member finds disturbing.
- If speakers become flustered or defensive by Council questions, it is the responsibility of the Chair to calm and focus the speaker and to maintain the order and decorum of the meeting. Questions by Council members to members of the public testifying should seek to clarify or expand information. It is never appropriate to belligerently challenge or belittle the speaker. Council members' personal opinions or inclinations about upcoming votes should not be revealed until after the public hearing is closed.
- No personal attacks of any kind, under any circumstance. Council members should be aware that their body language and tone of voice, as well as the words they use, can appear to be intimidating or aggressive.
- Make no promise on behalf of the Council. Council members will frequently be asked to explain a Council action or to give their opinion about an issue as they meet and talk with constituents in the community. It is appropriate to give a brief overview of City policy and to refer to City staff for further information. It is inappropriate to overtly or implicitly promise Council action, or to promise City staff will do something specific (e.g. repair a pothole, plant new flowers, approve a project, etc.).
- Make no personal comments about other Council members. It is acceptable to publicly disagree about an issue, but it is unacceptable to make derogatory comments about other Council members, their opinions and actions.

Council Conduct with City Staff

Governance of the City relies on the cooperative efforts of elected officials who set policy and

City staff who implement and administer the Council's policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

- Treat all staff as professionals. Clear, honest communication that respects the abilities, experience and dignity of each individual is expected.
- Limit contact to specific City staff. Questions of City staff and/or requests for additional background information should be directed only to the City ~~Administrator~~ Manager or appropriate Department Head(s). Requests for follow-up or direction to staff should be made only through the City ~~Administrator~~ Manager, when appropriate. When in doubt about what staff contact is appropriate, Council members should ask the City ~~Administrator~~ Manager for direction. Materials supplied to a Council member in response to a request will be made available to all members of the Council so that all have equal access to information.
- Never publicly criticize an individual employee. Council should never express concerns about the performance of a City employee in public, to the employee directly, or to the employee's supervisor. Comments about staff performance should be made to the City ~~Administrator~~ Manager through private correspondence or conversation.

Staff Support. Routine secretarial support will be provided to all Council members. All mail for Council members will be opened by the City Clerk's office unless other arrangements are requested. Mail addressed to the Mayor is reviewed first by the City ~~Administrator~~ Manager, who notes suggested action and/or follow-up items.

Requests for additional staff support, even in high priority or emergency situations, should be made to the City ~~Administrator~~ Manager as he/she is responsible for allocating City resources in order to maintain a professional, well-run City government.

Council Conduct with Boards and Commissions

The City has established several boards and commissions as a means of gathering more community input. These citizens are a valuable resource to the City's leadership and should be treated with appreciation and respect.

- If attending a Board or Commission meeting, be careful to only express personal opinions. Council members may attend any Board or Commission meeting, which are always open to any member of the public. However, they should be sensitive to the way their participation could be viewed as unfairly affecting the process. Any public comments by a Council member at a Board or Commission meeting should be clearly made as individual opinion and not a representation of the feelings of the entire City Council.
- Limit contact with Board and Commission members to questions or clarification. It is highly inappropriate for a Council member to contact a Board or Commission member to lobby on behalf of an individual, business or developer. However, it is acceptable for Council members to contact Board or Commission members in order to clarify a position taken by the Board or Commission so long as the Council member is respectful of the decision made by the Board or Commission.
- Remember that Boards and Commissions serve the community and not individual Council members. Board and Commission members do not report to individual Council members, nor should Council members feel that they have the power or right to threaten Board and Commission members with removal if they disagree about an issue. Appointment and reappointment to a Board or Commission should be based on such criteria as expertise, ability to work with staff and the public, commitment to fulfilling official duties, and representing the City and community well.

Council Conduct with the Media

Council members may be contacted by the media for background and quotes.

- The best advice for dealing with the media is to never go "off the record". Most members of the media represent the highest levels of journalistic integrity and ethics and can be trusted to keep their word. But one bad experience can be catastrophic. Words that are not said cannot be quoted.
- The Mayor or City ~~Administrator~~ Manager is the official spokesperson designated to represent the City's position. If an individual Council member is contacted by the media, the Council member should be clear about whether their comments represent the official City position or a personal viewpoint.
- Choose words carefully and cautiously. Comments taken out of context can cause problems. Be especially cautious about humor, sardonic asides, sarcasm, or word play.

Sanctions

- Public Disruption. Members of the public who do not follow proper conduct after a warning in a public hearing may be barred from further testimony at that meeting or removed from the Council Chambers.
- Inappropriate staff behavior. Council members should refer to the City ~~Administrator~~ Manager any City staff who do not follow proper conduct in their dealings with Council members, other City staff, and/or the public. These employees may be disciplined in accordance with standard City procedures for such action.
- Council members behavior and conduct. City Council members who intentionally and repeatedly do not follow proper conduct may be reprimanded by the Council. Serious infractions could lead to conflict of interest violations, as defined by Wyoming State Statutes.

Acceptance of gifts by Council members

Council members and members or their immediate families shall not accept any gift, loan, service, certificate, plaque, commemorative token, gratuity, special discount, or item of value more than two hundred fifty dollars (\$250.00) from any person, firm or corporation. The following items are excluded from this policy:

1. Items of printed, educational or promotional material;
2. Food or beverage;
3. Travel registration, lodging and items from raffles for any conference or meeting while attending in their official capacity.

All travel expenses, such as meals, lodging, and travel, shall adhere to policies and procedures as adopted by the City of Douglas.

Conflicts of Interest.

Council members shall not enter into any financial or other relationship with any agency, private business or other organization which would constitute a conflict of interest with their elected position or create the appearance of impropriety. Council members shall not permit themselves to be placed under any personal or other obligation which could lead any person, group, or organization to expect official favors. If a Council member has questions about what constitutes a conflict of interest, he or she may ask the City Attorney or the City ~~Administrator~~ Manager.

Principals of Proper Conduct

Proper conduct is...

- Keeping promises.
- Being dependable.
- Participating and being available.
- Demonstrating patience.
- Showing empathy.
- Listening attentively.
- Studying thoroughly.
- Keeping integrity intact.

- Modeling a professional manner.

Proper conduct is *not* ...

- Showing antagonism or hostility.
- Deliberately lying or misleading.
- Speaking recklessly.
- Spreading rumors.
- Stirring up bad feelings.
- Acting in a self-righteous manner.

It all comes down to respect

Respect for one another as individuals...

Respect for the validity of different opinions...

Respect for the democratic process ...

Respect for the community that we serve.



Agenda Item Report

City Council – September 8, 2025

Item

Bid Award: 2025 3/4 Ton Crew Cab Pickup 4x4

Responsible Staff Contact

Toby Porter, John Harbarger, Clint Nystul

Recommendation

Accept the lowest bid meeting specifications from Greiner Ford of Casper for a 2026 Ford F250 Crew Cab 4X4 for the sum of \$57,164.00 for the City of Douglas Landfill.

Executive Summary

The proposed purchase of a new pickup for the Douglas Landfill, with a budget of \$65,000.00.

Three bids were received:

Sheridan Motors GMC for- \$58,011.00

Greiner Ford of Casper for-\$57,164.00

Sheridan Motors Ram- \$54,124.00 *

*The Ram did not meet specs, we specified a minimum of a 6.6 liter V8 engine, Ram offers a 6.4 liter V8 engine. the Ford and GMC did meet specs. Greiner Ford is the lowest bidder.

Background

The existing Unit #78 now has 136,910 miles, and high engine hours. It was originally the CSO vehicle, then transferred over to the Parks Dept. and finally transferred again to the Douglas Landfill, it is a tired old truck, needing replacement.

Alignment to Strategic Doing (SD) and/or Other Plans

Budget/Fiscal Impact

Fund/Department 34-5345-6548 - \$65,000.00

Project/Line Item(s) Landfill Pickup

Budgeted Amount \$65,000.00

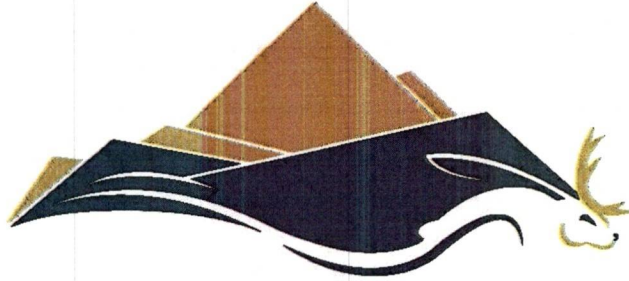
Anticipated Amount \$57,164.00

Action Requested/Recommended Motion

Accept lowest bid meeting specifications from Greiner Ford of Casper for a 2026 Ford F250 Crew Cab 4X4 Pickup for the sum of \$57,164.00, and authorize City Manager to sign all associated documents.

Attachments

1. Sheridan Motors GMC
2. Sheridan Motors Ram
3. Greiner Ford



DOUGLAS

Bid Specifications and Contract Documents for 2025 3/4 Ton Crew Cab Pickup 4X4

Douglas City Hall
101 N. 4th Street
PO Box 1030
Douglas, WY 82633

Public Works/ Douglas Landfill
420 W. Grant St.
Douglas, WY 82633

TABLE OF CONTENTS

Check if included	Document Description
☒	1. Instructions to Bidders and Call for Bids (Legal Advertisement and Detailed Notice)
☒	2. Bid Information and Forms:
☒	a. Schedule of Prices
☒	b. Signature Page
☒	3. Notice of Award – Vehicles and Equipment
☒	4. Specifications

All items checked are in this packet.

End of Section

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Bidder Initials: VB
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CITY OF DOUGLAS
INSTRUCTIONS TO BIDDERS – EQUIPMENT AND VEHICLES
July 29, 2025

1. DEFINED TERMS

- A. The term “OWNER” means the City of Douglas, a municipal corporation, located at 101 North 4th Street, P.O. Box 1030, Douglas, Wyoming 82633.
- B. The term “BIDDER” means the individual person or company who submits a bid directly to the Owner and is distinct and separate from a sub-bidder, who submits a bid to a Bidder.
- C. The term “SUCCESSFUL BIDDER” means the lowest, qualified, responsible, and responsive Bidder who receives the project award based on the Owner's evaluation.
- D. The term “BIDDING DOCUMENTS” includes the instructions to bidders, the bid form (including bid schedule, if applicable), drawings, specifications, and all other proposed documents (including all addenda issued prior to receipt of bids, if applicable).

2. ADVERTISEMENT FOR BIDS

- A. Sealed bids for **One new 2025 3/4 Ton Crew Cab Pickup 4X4** will be received at Douglas City Hall, 101 N. 4th Street, until **2:00 PM MST on August 20th** and then will be publicly opened and read aloud. Any bids received after the specified date and time will not be accepted or considered. Approved bidding documents may be obtained at **101 N. 4TH St.**, or on the City of Douglas website at www.cityofdouglas.org under the “Bid Postings” tab. Each bid must be submitted on the bid form. Bids may be subject to the Wyoming Preference Act. Mail submitted bids to the City Clerk, City of Douglas, P.O. Box 1030, Douglas, WY 82633, or deliver to the City Clerk at 101 N. 4th Street, Douglas, WY. To perform public work, the successful Bidder and subcontractors, prior to contract award, shall hold or obtain such licenses as required by State Statutes and federal and local laws and regulations. The City of Douglas reserves the right to reject any and all bids, to waive as an informality any irregularities contained in a bid, and to accept the bid that serves the best interests of the City.

/s/ Devon Litzsinger, City Clerk; Published: **August 6th and August 13th 2025**, Douglas Budget

Bidder Initials: Bo

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**CITY OF DOUGLAS
BID INFORMATION AND FORMS**

1. Sealed bids will be received by **August 20th 2025** at the Office of the City Clerk and will be opened and publicly read aloud immediately thereafter in the Conference Room, City of Douglas, Wyoming, 101 North 4th Street, Douglas, Wyoming, for **One New 2025 3/4 Ton Crew Cab Pickup 4X4**. Demonstrative units will not be accepted or considered in the bid proposal.
2. Bid proposals delivered in person will be received **only** at the Office of the City Clerk. Bids received **after** the time fixed for bid reception **will not be considered**. All bids must be clearly marked "**One New 2025 3/4 Ton Crew Cab Pickup** " with the bidder's name and the time and date of the opening on the outside of the envelope. The City of Douglas reserves the right to reject any and all bids, to waive as an informality any irregularities contained in a bid, and to accept the bid that serves the best interests of the City.
3. Approved Specifications and Form of Contract Documents may be obtained at City Hall 101 N. 4th ST. Douglas Wyoming 82633, or on the City of Douglas website, www.cityofdouglas.org, under "Bid Postings/Related Documents" section.
4. Delivery will be accepted **120 days after notice**. (Free on Board) Douglas, Wyoming. Tax Exempt Certificate will be furnished by the City of Douglas.
5. Complete sets of bidding documents must be used in preparing bids; the Owner does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of bidding documents. The Owner, in making copies of bidding documents available on the above terms, do so only for the purpose of obtaining bids on the work and do not confer a license or grant for any other use.
6. The policy of the City of Douglas is to provide and afford equal treatment and service to all citizens and assure equal employment opportunity based on ability and fitness to all persons regardless of race, creed, national origin, sex, physical or mental disabilities or age. This policy shall apply to every aspect of employment practices, employee treatment and public contact. No qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs or activities of the City of Douglas, or be subjected to discrimination. Pursuant to the Americans with Disabilities Act, reasonable accommodation for persons with disabilities who wish to participate in these services, programs, or activities shall be made upon request to City of Douglas, ADA Coordinator Tony Tolstedt at Douglas City Hall, 101 North 4th Street, Douglas, Wyoming.
7. The City of Douglas hereby notifies all bidders that it will affirmatively ensure that pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, creed, color, sex, physical or mental disabilities, or national origin in consideration of an award.
8. The bidder shall indicate his compliance with a "Yes" or non-compliance with a "No" in each line-item specification. Where submitted literature does not support the meeting of these specifications,

Bidder Initials: *ND*

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the bidder shall outline fully on company letterhead stationery the variation from specification. Any unit not conforming to the specifications will be rejected, and it will be the responsibility of the manufacturer to conform to the requirements, unless deviations have been cited by the bidder and acceptance is based upon the exceptions.

End of Section

.....

Bidder Initials: Bo
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SCI

Brett Osborne
Sheridan Motors (GMC)
3270 Wrench Drive
Sheridan WY 82801

Company Name: _____

Mailing Address: _____

to furnish equipment as specified to the City of Douglas, Wyoming, in accordance with specifications dated **July 29st, 2025**

BID ITEM DESCRIPTION

Year – Make – Model:	2026 GMC 2500 SLE CRPW
Base Bid:	\$
Option #1: (Describe) New ¾-ton Crew Cab Pickup 4X4	\$ 61911
Option #2: (Describe)	\$ —
Less Trade-In (Describe)	-\$ —
Less Government Concessions:	-\$ 3900
Total Bid Amount:	\$ 58,011

In addition to this proposal, the undersigned Bidder agrees to submit complete information, including specifications and descriptive literature to fully describe and illustrate the equipment, vehicle, and/or accessories offered. Bidder proposes to deliver equipment or vehicles in accordance with the schedule included in the Bid Information. The Bidder understands that the Owner allows a 5% preference to Wyoming residents and that Bids may be subject to the Wyoming Preference Act. The Bidder further attests that the specifications relating to the bid security are understood and the conditions set forth in said specifications are agreed upon.

Signature of Representative Responsible for Bid: _____

Printed Name & Title of Signer: _____

Brett Osborne
Sheridan Motors (GMC)
3270 Wrench Drive
Sheridan WY 82801

Company Name & Address of Bidder: _____

(Proposal must be filled out, signed and submitted with the bid document)

End of Section

.....

Bidder Initials: Bo

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SIGNATURE PAGE

IF BIDDER IS:

AN INDIVIDUAL

By: _____ doing business as: _____
(Name)
Address: _____ Phone: _____

A PARTNERSHIP

By: _____ (seal)
(Firm Name)

(General Partner)

Business Address: _____ Phone: _____

A CORPORATION

By: Shenidan Motors of WY
(Corporation Name) (State of Incorporation)
By: [Signature] Flm
(Signature) (Title)

ATTEST: _____ (Corporate Seal)

Business Address: 3270 Wrench Dr
Shenidan WY 82807
Phone: 307-262-1235

A JOINT VENTURE

By: _____ Address: _____
By: _____ Address: _____
By: _____ Address: _____
By: _____ Address: _____

(Each member of the joint venture must sign; attach additional sheet if necessary.)

Bidder Initials: Ro
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**CITY OF DOUGLAS, WYOMING
NOTICE OF AWARD
EQUIPMENT & VEHICLES**

Name of Company	
Attention To	
Mailing Address	
City/State/ZIP	

Project (as it appears on Bid documents)	
Contract Price	

The Owner has considered the bid submitted by you for the above-described vehicle or equipment in response to its advertisement for bids dated **Publication Dates August 6th and August 13th, 2025**. You are hereby notified that your bid has been accepted for items in the amount of:

Year – Make – Model:	
Base Bid:	\$
Option #1: (Describe) New 3/4-ton Crew Cab Pickup 4X4	\$
Option #2: (Describe)	\$
Less Trade-In (Describe)	-\$
Less Government Concessions:	-\$
Total Bid Amount:	\$

You are required, as set forth in the bid specifications, to execute any required documentation within ten (10) days from the date of this notice and return to the Owner. Failure to comply with these conditions within the time specified will entitle Owner to consider your bid in default, to annul this Notice of Award, and to declare your bid security forfeited.

Other conditions or precedents, if any:

--

Dated this ____ day of _____, 20__.

Bidder Initials: Bo
Updated Form 12-2019, Page 8 of 13

CITY OF DOUGLAS, OWNER

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged.

By: _____
SIGNATURE

By: _____
SIGNATURE

Name/Title: J.D. Cox City Manager

Printed Name: _____

Title: _____

Please sign and send back to: City of Douglas, Attn: City Clerk
P.O. Box 1030, Douglas, WY 82633

End of Section

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Bidder Initials: Ba

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SPECIFICATIONS

Specifications are for **One New 2025 ¾ Ton Crew Cab Pickup 4X4**. These are the minimum specifications for this unit; you must meet or exceed these specifications. If indication "No" is marked to any specifications, you must provide on a separate sheet of paper an explanation of the item that you would supply in place of the specified item. Any item not marked may result in rejection of the bid.

SCOPE: The vehicle or equipment being specified will be assigned to Douglas **Landfill** and will be used within the City of Douglas as follows:

--

	Meets Specifications	Yes	No
I. ENGINE AND FUEL SYSTEM			
1. V-8 Engine Minimum of 6.6-liter Gas Powered V-8		✓	
2. Heavy Duty Coolant Rated To -45 Deg. F		✓	
3. Able to run 85 Octane Gasoline		✓	
4. Fuel Tank Minimum 36 Gallons		✓	
5. Engine Block Heater and Cord		✓	
6. Other:			

	Meets Specifications	Yes	No
II. AXLES, FRONT AND REAR			
1. Minimum Gear Ratio to Be 3.73		✓	
2. Electronic Shift on the Fly 4WD		✓	
3. Limited Slip Rear Axle with Diff Lock	Auto locking	✓	✓
4. Solid Rear Differential		✓	
5. Solid Front Differential		✓	
6. Other:			

	Meets Specifications	Yes	No
III. SUSPENSION AND WHEELBASE			
1. Leaf Spring Suspension Rear, Coil Spring Front		✓	
2. 10,000 lb. Minimum GVWR		✓	
3. Heavy Duty Shock Absorbers Rear		✓	
4. Heavy Duty Coil Strut Suspension Front		✓	
5. Front And Rear Sway Bars		✓	
6. 160 Inch Wheelbase		✓	
7. Other:			

	Meets Specifications	Yes	No
IV. WHEELS AND TIRES			
1. Minimum 18" Steel or Aluminum Wheels		✓	
2. Minimum 18" All Season/ All Terrain Tires 275/70-R18		✓	

Bidder Initials: B

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3. Matching Spare Tire and Wheel	✓	
4. On Board Tire Pressure Monitoring System	✓	
5. Other:		

	Meets Specifications	Yes	No
V. BRAKE/BRAKE RELATED EQUIPMENT			
1. 4 Wheel Antilock Disc Brake System	✓		
2. Traction Control	✓		
3. Stability Control	✓		
4. Integrated Trailer Brake System	✓		
5. Other:			

	Meets Specifications	Yes	No
VI. BUMPERS			
1. Front: Manufacturer Standard	✓		
2. Rear: Manufacturer Standard Step Bumper	✓		
3. 7 Pole Round And 4 Pole Flat Trailer Wiring Connector	✓		
4. Minimum Class III Receiver Hitch	✓		
5. Front Tow Hooks	✓		
6. Other:			

	Meets Specifications	Yes	No
VII. STEERING			
1. Power Steering	✓		
2. Tilt/ Telescopic Steering Wheel	✓		
3. Other:			
4.			
5.			
6.			

	Meets Specifications	Yes	No
VIII. ELECTRICAL SYSTEM			
1. High-Capacity Alternator	720	✓	
2. Minimum 750 CCA Battery	720	✓	
3. Easy Access Fuse and Relay Boxes	720	✓	
4. Other:			
5.			
6.			

	Meets Specifications	Yes	No
IX. TRANSMISSION AND EQUIPMENT			
1. 10 Speed Automatic Transmission		✓	
2. Column Shift or Floor Shifter		✓	
3. 4X4 Electronic Shift Transfer Case		✓	
4. Other:			

Bidder Initials: Bo

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5.		
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	Meets Specifications	Yes	No
X. CAB AND RELATED EQUIPMENT			
1. Manual Integral Air Conditioning and Heat		✓	
2. Sound System: Manufacturers Standard with Bluetooth		✓	
3. Interior Rear-View Wide-Angle Mirror		✓	
4. Remote Start		✓	
5. Tow/Haul Mirrors		✓	
6. Front 40/20/40 Cloth Type, Driver Seat 7 Way Power with Heat option		✓	
7. Crew Cab		✓	
8. Cruise Control		✓	
9. Cargo Area Lamp		✓	
10. Black Vinyl Flooring with Vinyl Floor Mats		✓	
11. Gauges: Fuel, Temp, Oil Pressure, Trans. Temp, Tachometer and Odometer		✓	
12. Three (3) Programmed Key Fobs		✓	
13. Power Windows And Locks		✓	
14. Intermittent Wipers		✓	
15. Rear Back-up Camera		✓	
16. Outside Temperature Display		✓	
17. Interior Work Surface	Ford only		✓
18. Tinted Rear Door Glass		✓	
19. Tinted Rear Glass		✓	
20. Other:			

XI. MISCELLANEOUS ITEMS			
1 Front and Rear Splash Guards		✓	
2 LED Warning Beacons or Beacon Light		✓	
3 Upfitter Switches in Cab		✓	
4 Motorola CM200D Programmed to P.W. 155.085 Frequency		✓	
5 Spray In Bed Liner		✓	
6 Other:			

XII. PAINT AND TRIM			
1 Exterior Color Standard White		✓	
2 Interior Color Medium Dark Or Grey		✓	
3 Preferred XLT, SLT or SLE Package	SLE	✓	
4 Other:			
5			
6			

Bidder Initials: 
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XIII. MANUALS		
1 Complete Set of Manuals For Operation and Maintenance Shall Be With Truck At Time Of Delivery	✓	
2 Other:		

XIV. WARRANTY		
1 Bumper to Bumper Warranty Shal Be a Minimum Of 3 Year/ 36,000 Miles	✓	
2 Warranty on Powertrain Shall Be for 5 Years/ 60,000 Miles Whichever Comes First, Which Covers All Parts and Labor. A Copy of This Warranty Shall Be with Vehicle At Time of Delivery	✓	
3 Finish Warranty/ Corrosion Warranty Shall Be 5 Years/ Unlimited Miles	✓	
4 Other:		

Bidder Initials: Bo
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City of Douglas bids

GMC 2500 Exceptions or Differences

VIII-2 Battery 720 CCA

X-17 No optional interior work surface

Note: Includes

- N37 - Steering column, manual Tilt-Wheel and telescoping
- KI3 - Steering wheel, heated
- A2X - Seat adjuster, driver 10-way power including lumbar
- U01 - Lamps, Smoked Amber roof marker, (LED)
- T3U - Fog lamps, LED
- ZM9 - SLE Heated package
- CJ2 - Air conditioning, dual-zone automatic climate control

Thank you

Brett Osborne

Sheridan Motors

ZYG - Tire, Spare: LT275/70 R18 All Terrain, Blackwall

Customer Information

Fleet Information

Event History

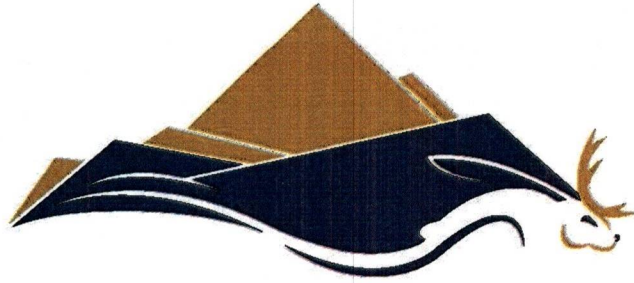
Change History

Back

† North American Order Workbench is intended solely for business use by GM Dealers. Pricing shown is for illustration purposes only. Refer to [GMPricing.com](#) for official GM Price schedules. GM pricing is subject to change by GM at anytime, without notice.

Version 5.6.1

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DOUGLAS

Bid Specifications and Contract Documents for 2025 3/4 Ton Crew Cab Pickup 4X4

Douglas City Hall
101 N. 4th Street
PO Box 1030
Douglas, WY 82633

Public Works/ Douglas Landfill
420 W. Grant St.
Douglas, WY 82633

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Check if included	Document Description
☒	1. Instructions to Bidders and Call for Bids (Legal Advertisement and Detailed Notice)
☒	2. Bid Information and Forms:
☒	a. Schedule of Prices
☒	b. Signature Page
☒	3. Notice of Award – Vehicles and Equipment
☒	4. Specifications

All items checked are in this packet.

End of Section

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Bidder Initials: PA
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CITY OF DOUGLAS
INSTRUCTIONS TO BIDDERS – EQUIPMENT AND VEHICLES
July 29, 2025

1. DEFINED TERMS

- A. The term “OWNER” means the City of Douglas, a municipal corporation, located at 101 North 4th Street, P.O. Box 1030, Douglas, Wyoming 82633.
- B. The term “BIDDER” means the individual person or company who submits a bid directly to the Owner and is distinct and separate from a sub-bidder, who submits a bid to a Bidder.
- C. The term “SUCCESSFUL BIDDER” means the lowest, qualified, responsible, and responsive Bidder who receives the project award based on the Owner's evaluation.
- D. The term “BIDDING DOCUMENTS” includes the instructions to bidders, the bid form (including bid schedule, if applicable), drawings, specifications, and all other proposed documents (including all addenda issued prior to receipt of bids, if applicable).

2. ADVERTISEMENT FOR BIDS

- A. Sealed bids for **One new 2025 3/4 Ton Crew Cab Pickup 4X4** will be received at Douglas City Hall, 101 N. 4th Street, until **2:00 PM** MST on **August 20th** and then will be publicly opened and read aloud. Any bids received after the specified date and time will not be accepted or considered. Approved bidding documents may be obtained at **101 N. 4TH St.**, or on the City of Douglas website at www.cityofdouglas.org under the “Bid Postings” tab. Each bid must be submitted on the bid form. Bids may be subject to the Wyoming Preference Act. Mail submitted bids to the City Clerk, City of Douglas, P.O. Box 1030, Douglas, WY 82633, or deliver to the City Clerk at 101 N. 4th Street, Douglas, WY. To perform public work, the successful Bidder and subcontractors, prior to contract award, shall hold or obtain such licenses as required by State Statutes and federal and local laws and regulations. The City of Douglas reserves the right to reject any and all bids, to waive as an informality any irregularities contained in a bid, and to accept the bid that serves the best interests of the City.

/s/ Devon Litzsinger, City Clerk; Published: **August 6th and August 13th 2025**, Douglas Budget

Bidder Initials: Bo
Updated Form 12-2019, Page 3 of 13

**CITY OF DOUGLAS
BID INFORMATION AND FORMS**

1. Sealed bids will be received by **August 20th 2025** at the Office of the City Clerk and will be opened and publicly read aloud immediately thereafter in the Conference Room, City of Douglas, Wyoming, 101 North 4th Street, Douglas, Wyoming, for **One New 2025 3/4 Ton Crew Cab Pickup 4X4**. Demonstrative units will not be accepted or considered in the bid proposal.
2. Bid proposals delivered in person will be received **only** at the Office of the City Clerk. Bids received **after** the time fixed for bid reception **will not be considered**. All bids must be clearly marked "**One New 2025 3/4 Ton Crew Cab Pickup**" with the bidder's name and the time and date of the opening on the outside of the envelope. The City of Douglas reserves the right to reject any and all bids, to waive as an informality any irregularities contained in a bid, and to accept the bid that serves the best interests of the City.
3. Approved Specifications and Form of Contract Documents may be obtained at City Hall 101 N. 4th ST. Douglas Wyoming 82633, or on the City of Douglas website, www.cityofdouglas.org, under "Bid Postings/Related Documents" section.
4. Delivery will be accepted **120 days after notice**. (Free on Board) Douglas, Wyoming. Tax Exempt Certificate will be furnished by the City of Douglas.
5. Complete sets of bidding documents must be used in preparing bids; the Owner does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of bidding documents. The Owner, in making copies of bidding documents available on the above terms, do so only for the purpose of obtaining bids on the work and do not confer a license or grant for any other use.
6. The policy of the City of Douglas is to provide and afford equal treatment and service to all citizens and assure equal employment opportunity based on ability and fitness to all persons regardless of race, creed, national origin, sex, physical or mental disabilities or age. This policy shall apply to every aspect of employment practices, employee treatment and public contact. No qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs or activities of the City of Douglas, or be subjected to discrimination. Pursuant to the Americans with Disabilities Act, reasonable accommodation for persons with disabilities who wish to participate in these services, programs, or activities shall be made upon request to City of Douglas, ADA Coordinator Tony Tolstedt at Douglas City Hall, 101 North 4th Street, Douglas, Wyoming.
7. The City of Douglas hereby notifies all bidders that it will affirmatively ensure that pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, creed, color, sex, physical or mental disabilities, or national origin in consideration of an award.
8. The bidder shall indicate his compliance with a "Yes" or non-compliance with a "No" in each line-item specification. Where submitted literature does not support the meeting of these specifications,

Bidder Initials: _____

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the bidder shall outline fully on company letterhead stationery the variation from specification. Any unit not conforming to the specifications will be rejected, and it will be the responsibility of the manufacturer to conform to the requirements, unless deviations have been cited by the bidder and acceptance is based upon the exceptions.

End of Section

.....

Bidder Initials: bo

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Brett Osborne/Sheridan Motors (RAM)
3270 Wrench Drive
Sheridan WY 82801

Company Name: _____

Mailing Address: _____

to furnish equipment as specified to the City of Douglas, Wyoming, in accordance with specifications dated **July 29st, 2025**

BID ITEM DESCRIPTION

Year – Make – Model:	2026 RAM 3500 crew Big Horn
Base Bid:	\$
Option #1: (Describe) New ¾-ton Crew Cab Pickup 4X4	\$ 60,624 ⁰⁰
Option #2: (Describe)	\$ —
Less Trade-In (Describe)	-\$ —
Less Government Concessions:	-\$ 6,500 ⁰⁰
Total Bid Amount:	\$ 54,124 ⁰⁰

In addition to this proposal, the undersigned Bidder agrees to submit complete information, including specifications and descriptive literature to fully describe and illustrate the equipment, vehicle, and/or accessories offered. Bidder proposes to deliver equipment or vehicles in accordance with the schedule included in the Bid Information. The Bidder understands that the Owner allows a 5% preference to Wyoming residents and that Bids may be subject to the Wyoming Preference Act. The Bidder further attests that the specifications relating to the bid security are understood and the conditions set forth in said specifications are agreed upon.

Signature of Representative Responsible for Bid: _____

Printed Name & Title of Signer: _____

Sheridan Motors

Company Name & Address of Bidder: _____

Brett Osborne

3270 Wrench Drive

Sheridan WY 82801

(Proposal must be filled out, signed and submitted with the bid document)

End of Section

Bidder Initials: _____

Bo

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SIGNATURE PAGE

IF BIDDER IS:

AN INDIVIDUAL

By: _____ doing business as: _____
(Name)
Address: _____ Phone: _____

A PARTNERSHIP

By: _____ (seal)
(Firm Name)

(General Partner)

Business Address: _____ Phone: _____

A CORPORATION

By: Shenidan Motors of WY
(Corporation Name) (State of Incorporation)

By: _____
(Signature) (Title)
Fleet Manager

ATTEST: _____ (Corporate Seal)

Business Address: 3270 Wrench Dr
Shenidan WY 82801
Phone: 207-262-1235

A JOINT VENTURE

By: _____ Address: _____

By: _____ Address: _____

By: _____ Address: _____

By: _____ Address: _____

(Each member of the joint venture must sign; attach additional sheet if necessary.)

Bidder Initials: fb
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**CITY OF DOUGLAS, WYOMING
NOTICE OF AWARD
EQUIPMENT & VEHICLES**

Name of Company	
Attention To	
Mailing Address	
City/State/ZIP	

Project (as it appears on Bid documents)	
Contract Price	

The Owner has considered the bid submitted by you for the above-described vehicle or equipment in response to its advertisement for bids dated **Publication Dates August 6th and August 13th, 2025**. You are hereby notified that your bid has been accepted for items in the amount of:

Year – Make – Model:	
Base Bid:	\$
Option #1: (Describe) New 3/4-ton Crew Cab Pickup 4X4	\$
Option #2: (Describe)	\$
Less Trade-In (Describe)	-\$
Less Government Concessions:	-\$
Total Bid Amount:	\$

You are required, as set forth in the bid specifications, to execute any required documentation within ten (10) days from the date of this notice and return to the Owner. Failure to comply with these conditions within the time specified will entitle Owner to consider your bid in default, to annul this Notice of Award, and to declare your bid security forfeited.

Other conditions or precedents, if any:

--

Dated this ____ day of _____, 20__.

Bidder Initials: _____
Updated Form 12-2019, Page 8 of 13

CITY OF DOUGLAS, OWNER

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged.

By: _____
SIGNATURE

By: _____
SIGNATURE

Name/Title: J.D. Cox City Manager

Printed Name: _____

Title: _____

Please sign and send back to: City of Douglas, Attn: City Clerk
P.O. Box 1030, Douglas, WY 82633

End of Section

.....

Bidder Initials: Bo

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SPECIFICATIONS

Specifications are for **One New 2025 ¾ Ton Crew Cab Pickup 4X4**. These are the minimum specifications for this unit; you must meet or exceed these specifications. If indication "No" is marked to any specifications, you must provide on a separate sheet of paper an explanation of the item that you would supply in place of the specified item. Any item not marked may result in rejection of the bid.

SCOPE: The vehicle or equipment being specified will be assigned to Douglas **Landfill** and will be used within the City of Douglas as follows:

--

Meets Specifications		Yes	No
I. ENGINE AND FUEL SYSTEM		☒	☐
1. V-8 Engine Minimum of 6.6-liter Gas Powered V-8	6.4L	☒	☐
2. Heavy Duty Coolant Rated To -45 Deg. F		☒	☐
3. Able to run 85 Octane Gasoline		☒	☐
4. Fuel Tank Minimum 36 Gallons	32	☐	☒
5. Engine Block Heater and Cord		☒	☐
6. Other:		☒	☐

Meets Specifications		Yes	No
II. AXLES, FRONT AND REAR		☒	☐
1. Minimum Gear Ratio to Be 3.73		☒	☐
2. Electronic Shift on the Fly 4WD		☒	☐
3. Limited Slip Rear Axle with Diff Lock	Anti spin	☒	☐
4. Solid Rear Differential		☒	☐
5. Solid Front Differential		☒	☐
6. Other:		☐	☐

Meets Specifications		Yes	No
III. SUSPENSION AND WHEELBASE		☐	☒
1. Leaf Spring Suspension Rear, Coil Spring Front	Coil Front	☒	☒
2. 10,000 lb. Minimum GVWR		☐	☐
3. Heavy Duty Shock Absorbers Rear		☒	☐
4. Heavy Duty Coil Strut Suspension Front		☒	☐
5. Front And Rear Sway Bars		☒	☐
6. 160 Inch Wheelbase		☒	☐
7. Other:	If Avail	☐	☐

Meets Specifications		Yes	No
IV. WHEELS AND TIRES		☒	☐
1. Minimum 18" Steel or Aluminum Wheels		☒	☐
2. Minimum 18" All Season/ All Terrain Tires 275/70-R18		☒	☐

Bidder Initials: PO

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3. Matching Spare Tire and Wheel	✓	
4. On Board Tire Pressure Monitoring System	✓	
5. Other:		

	Meets Specifications	Yes	No
V. BRAKE/BRAKE RELATED EQUIPMENT			
1. 4 Wheel Antilock Disc Brake System		✓	
2. Traction Control		✓	
3. Stability Control		✓	
4. Integrated Trailer Brake System	(STD)	✓	
5. Other:			

	Meets Specifications	Yes	No
VI. BUMPERS			
1. Front: Manufacturer Standard		✓	
2. Rear: Manufacturer Standard Step Bumper		✓	
3. 7 Pole Round And 4 Pole Flat Trailer Wiring Connector		✓	
4. Minimum Class III Receiver Hitch		✓	
5. Front Tow Hooks	(STD)	✓	
6. Other:			

	Meets Specifications	Yes	No
VII. STEERING			
1. Power Steering		✓	
2. Tilt/ Telescopic Steering Wheel	TILT	✓	
3. Other:			
4.			
5.			
6.			

	Meets Specifications	Yes	No
VIII. ELECTRICAL SYSTEM			
1. High-Capacity Alternator		✓	
2. Minimum 750 CCA Battery	730	✓	✓
3. Easy Access Fuse and Relay Boxes		✓	
4. Other:			
5.			
6.			

	Meets Specifications	Yes	No
IX. TRANSMISSION AND EQUIPMENT			
1. 10 Speed Automatic Transmission	8 speed	✓	✓
2. Column Shift or Floor Shifter		✓	
3. 4X4 Electronic Shift Transfer Case		✓	
4. Other:			

Bidder Initials: fr
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5.		
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	Meets Specifications	Yes	No
X. CAB AND RELATED EQUIPMENT			
1. Manual Integral Air Conditioning and Heat		✓	
2. Sound System: Manufacturers Standard with Bluetooth		✓	
3. Interior Rear-View Wide-Angle Mirror		✓	
4. Remote Start		✓	
5. Tow/Haul Mirrors		✓	
6. Front 40/20/40 Cloth Type, Driver Seat 7 Way Power with Heat option		✓	
7. Crew Cab		✓	
8. Cruise Control		✓	
9. Cargo Area Lamp		✓	
10. Black Vinyl Flooring with Vinyl Floor Mats		✓	
11. Gauges: Fuel, Temp, Oil Pressure, Trans. Temp, Tachometer and Odometer		✓	
12. Three (3) Programmed Key Fobs		✓	
13. Power Windows And Locks		✓	
14. Intermittent Wipers		✓	
15. Rear Back-up Camera		✓	
16. Outside Temperature Display		✓	
17. Interior Work Surface	NOT AN OPTION	✓	✓
18. Tinted Rear Door Glass		✓	
19. Tinted Rear Glass		✓	
20. Other:			

XI. MISCELLANEOUS ITEMS		
1 Front and Rear Splash Guards	✓	
2 LED Warning Beacons or Beacon Light	✓	
3 Upfitter Switches in Cab	✓	
4 Motorola CM200D Programmed to P.W. 155.085 Frequency	✓	
5 Spray In Bed Liner	✓	
6 Other:		

XII. PAINT AND TRIM		
1 Exterior Color Standard White	✓	
2 Interior Color Medium Dark Or Grey	✓	
3 Preferred XLT, SLT or LS Package	Big bear - SLT	✓
4 Other:		
5		
6		

Bidder Initials: bo
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3. Matching Spare Tire and Wheel	✓	
4. On Board Tire Pressure Monitoring System	✓	
5. Other:		

	Meets Specifications	Yes	No
V. BRAKE/BRAKE RELATED EQUIPMENT			
1. 4 Wheel Antilock Disc Brake System		✓	
2. Traction Control		✓	
3. Stability Control		✓	
4. Integrated Trailer Brake System		✓	
5. Other:			

	Meets Specifications	Yes	No
VI. BUMPERS			
1. Front: Manufacturer Standard		✓	
2. Rear: Manufacturer Standard Step Bumper		✓	
3. 7 Pole Round And 4 Pole Flat Trailer Wiring Connector		✓	
4. Minimum Class III Receiver Hitch		✓	
5. Front Tow Hooks		✓	
6. Other:			

	Meets Specifications	Yes	No
VII. STEERING			
1. Power Steering		✓	
2. Tilt/ Telescopic Steering Wheel	TILT	✓	
3. Other:			
4.			
5.			
6.			

	Meets Specifications	Yes	No
VIII. ELECTRICAL SYSTEM			
1. High-Capacity Alternator		✓	
2. Minimum 750 CCA Battery	730	✓	
3. Easy Access Fuse and Relay Boxes		✓	
4. Other:			
5.			
6.			

	Meets Specifications	Yes	No
IX. TRANSMISSION AND EQUIPMENT			
1. 10 Speed Automatic Transmission	8 speed		✓
2. Column Shift or Floor Shifter		✓	
3. 4X4 Electronic Shift Transfer Case		✓	
4. Other:			

Bidder Initials: B

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5.		
----	--	--

	Meets Specifications	Yes	No
X. CAB AND RELATED EQUIPMENT			
1. Manual Integral Air Conditioning and Heat		✓	
2. Sound System: Manufacturers Standard with Bluetooth		✓	
3. Interior Rear-View Wide-Angle Mirror		✓	
4. Remote Start		✓	
5. Tow/Haul Mirrors		✓	
6. Front 40/20/40 Cloth Type, Driver Seat 7 Way Power with Heat option		✓	
7. Crew Cab		✓	
8. Cruise Control		✓	
9. Cargo Area Lamp		✓	
10. Black Vinyl Flooring with Vinyl Floor Mats		✓	
11. Gauges: Fuel, Temp, Oil Pressure, Trans. Temp, Tachometer and Odometer		✓	
12. Three (3) Programmed Key Fobs		✓	
13. Power Windows And Locks		✓	
14. Intermittent Wipers		✓	
15. Rear Back-up Camera		✓	
16. Outside Temperature Display		✓	
17. Interior Work Surface	Fold Spec		✓
18. Tinted Rear Door Glass		✓	
19. Tinted Rear Glass		✓	
20. Other:		✓	

XI. MISCELLANEOUS ITEMS		
1 Front and Rear Splash Guards	✓	
2 LED Warning Beacons or Beacon Light	✓	
3 Upfitter Switches in Cab	✓	
4 Motorola CM200D Programmed to P.W. 155.085 Frequency	✓	
5 Spray In Bed Liner	✓	
6 Other:		

XII. PAINT AND TRIM		
1 Exterior Color Standard White	✓	
2 Interior Color Medium Dark Or Grey	✓	
3 Preferred XLT, SLT or SLE Package	✓	
4 Other:		
5		
6		

Bidder Initials: B O
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XIII. MANUALS		
1 Complete Set of Manuals For Operation and Maintenance Shall Be With Truck At Time Of Delivery	✓	
2 Other:		

XIV. WARRANTY		
1 Bumper to Bumper Warranty Shal Be a Minimum Of 3 Year/ 36,000 Miles	✓	
2 Warranty on Powertrain Shall Be for 5 Years/ 60,000 Miles Whichever Comes First, Which Covers All Parts and Labor. A Copy of This Warranty Shall Be with Vehicle At Time of Delivery	✓	
3 Finish Warranty/ Corrosion Warranty Shall Be 5 Years/ Unlimited Miles	✓	
4 Other:		

**Powertrain is 5
years or 100,000**

SHERIDAN MOTOR INC
3270 WRENCH DR
SHERIDAN, WY 828018953

Configuration Preview

Date Printed: 2025-07-23 9:49 AM
Estimated Ship Date:

VIN:
VON:

Quantity: 1
Status: BA - Pending order
FAN 1: 002Q0 City of Douglas WY
FAN 2:
Client Code:
Bid Number: TB6099
PO Number:

Sold to:
SHERIDAN MOTOR INC (26701)
3270 WRENCH DR
SHERIDAN, WY 828018953

Ship to:
SHERIDAN MOTOR INC (26701)
3270 WRENCH DR
SHERIDAN, WY 828018953

Vehicle: 2026 2500 BIG HORN CREW CAB 4X4 (169 in WB 8 ft 0 in Box) (DJ7H92)

	Sales Code	Description	MSRP(USD)
Model:	DJ7H92	2500 BIG HORN CREW CAB 4X4 (169 in WB 8 ft 0 in Box)	56,025
Package:	2UZ	Customer Preferred Package 2UZ	0
	ESL	6.4L V8 HEMI HD Engine	0
	DFX	8-Spd Auto 8HP75-LCV Transmission	0
Paint/Seat/Trim:	PW7	Bright White Clear Coat	0
	APA	Monotone Paint	0
	*M9	Cloth 40/20/40 Prem Bench Seat	0
	-X9	Black	0
Options:	MDA	Front License Plate Bracket	0
	XCH	2 Additional Key Fobs	275
	CKJ	Black Vinyl Floor Covering	0
	CLF	Mopar Front & Rear Rubber Floor Mats	235
	DSA	Anti-Spin Differential Rear Axle	0
	LHL	Auxiliary Switches - I/P Mounted	245
	NHK	Engine Block Heater	95
	4DH	Prepaid Holdback	0
	AGF	Heated Seats and Wheel Group	445
	4ES	Delivery Allowance Credit	0
	A7F	Big Horn Level 1 Plus Equipment Grou	2,695
	MAF	Fleet Purchase Incentive	0
	5N7	Saved Favorites	0
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	171	Zone 71-Los Angeles	0
	4EA	Sold Vehicle	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0
Bid Number:	TB6099	Government Incentives	0
Discounts:	YG2	5.2 Additional Gallons of Gas	0
Destination Fees:			2,095

Total Price: 62,110

MSRP
only

Order Type: Fleet
Scheduling Priority: 1-Sold Order

PSP Month/Week:
Build Priority: 99

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

Salesperson:

Customer Name:

Customer Address:

USA

Instructions:

C

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

Standard Features - DJ7H92-2500 BIG HORN CREW CAB 4X4 (169 in WB 8 ft 0 in Box)		Code	Description
		XJ8	Body Color Fuel Filler Door
		BGE	Brake Assist
		MCT	Bright Front Bumper
		MBF	Bright Rear Bumper
		X71	Bumper Module I
		X75	Bumper Module II
		LPE	Cargo and CHMSL Lamp
		X8S	Center Console Parts Module
		WMJ	Center Hub
		CGU	Child Seat Anchor System-LATCH Ready
		XFR	Class V Receiver Hitch
		*V9	Cloth 40/20/40 Bench Seat
		JAK	Cluster 3.5" TFT Color Display
		XCT	Coat Hooks
		RTM	Connectivity - US/Canada
		DS7	Conventional Differential Frt Axle
		DS8	Conventional Differential Rear Axle
		LFX	Convex Aux Mirrors, Power-Adjustable
		HGB	Dash Liner Insulation
		LM1	Daytime Running Headlamps, Low Beam
		LAN	Decklid/Liftgate Ajar Warning Lamp
		MD8	Delete Front License Plate Bracket
		X82	Door Parts Module
		CLP	Door Sill Scuff Pads
		JVA	Driver Seat - Manual Adjust 4-Way
		CSP	Driver/Passenger Assist Handles
		JJB	DUAL NOTE ELECTROMECHANICAL HORNS
		DK3	Elec Shift-On-The-Fly Transfer Case
		DH4	Electronic Range Select
		BNS	Electronic Roll Mitigation
		BNB	Electronic Stability Control
		NHN	Electronically Controlled Throttle
		LEB	Ext. Mirrors w/Supplemental Signals
		LEC	Exterior Mirrors Courtesy Lamps
		NHJ	Exterior Mirrors w/Heating Element
		TZF	Firestone Brand Tires
		CKE	Floor Covering Carpet
		HGF	Floor Tunnel Insulation
		X9E	For Details, Visit DriveUconnect.com
		X9H	For More Info, Call 800-643-2112
		CLE	Front & Rear Floor Mats
		MXB	Front Air Dam
		CDR	Front Armrest w/Cupholders

Standard Features - DJ7H92-2500 BIG HORN CREW CAB 4X4 (169 in WB 8 ft 0 in Box)		Code	Description
		X83	Front End Parts Module
		SFB	Front Heavy Duty Shock Absorbers
		CGD	Front Height Adjust Shoulder Belts
		LVN	Front LED Fog Lamps
		LAX	Front Passenger Seat Belt Alert
		SHA	Front Stabilizer Bar
		MHR	Front Wheel Well Liners
		XGA	Front/Rear Climate Control Outlets
		JWA	Frt Pass Seat - Manual Adjust 4-Way
		TBB	Full Size Spare Tire
		LSU	Full Speed Fwd Collision Warn Plus
		RDG	Global Telematics Box Module (TBM)
		JKH	Glove Box
		RF5	Google Android Auto
		JLP	GPS Antenna Input
		X79	Grille Module
		X8E	Grille Module II
		MAF	Grille-Matte Black Mesh W/Chrome
		MNQ	Grille-Surround Chrome
		Z7F	GVW Rating - 10000#
		LHD	Headlamp Off Time Delay
		X8Y	Headliner Parts Module
		SDB	Heavy Duty Suspension
		BNG	Hill Start Assist
		JE2	I/P Bezels-Painted W Hydrographics
		LAC	Illuminated Entry
		LA6	Incandescent Tail Lamps
		JBY	Instr. Panel Color Keyed Bezel
		JY1	Instrument Cluster Theme 1 (Base)
		X81	Instrument Panel Parts Module
		RTF	Integrated Center Stack Radio
		XR8	Integrated Voice Command w/Bluetooth
		CEV	Key Fob - Satin Chrome
		LNK	LED Hitch Lamp in Tailgate Handle
		LM3	LED Low/High Reflector Headlamps
		XJJ	Locking Tailgate
		TCN	LT275/70R18E BSW All Season Tires
		LFD	Manual Folding Exterior Mirrors
		LF3	Manual Telescoping Mirrors
		LBA	Map/Courtesy Lamp
		RSF	Media Hub-2 USB, Full Funct, Aux
		GT2	Mirror Power Heat Fold Telescopic
		LVN	Mirror Running Lights

Code	Description
APA	Monotone Paint
JMD	N95+Bio HVAC Cabin Filter
NZD	Next Generation Engine Controller
CUH	No Underseat Storage
XA8	Non Adjustable Pedals
CUN	Overhead Console
LBT	Overhead Cupholder Lamp
XAG	ParkSense FR/RR Park Assist System
XAC	ParkView Rear Back-up Camera
GN6	Pass Sun Visor w/Illum Mirror
LST	Pedestrian/Cyclist Emergency Braking
XBS	Pickup Box
JKY	Power Accessory Delay
LF2	Power Adjust Mirrors
SBE	Power Steering
CBZ	Prem Vinyl Door Trim w/Map Pocket
GX4	Pushbutton Start
JP3	Pwr Front Windows, 1-Touch, Up & Down
MWU	R A M Tailgate Nameplate
MS4	Ram 2500 Badge
BHD	Ready Alert Braking
LCH	Rear Dome Lamp
GJD	Rear Fixed Window
CFM	Rear Folding Seat
SGB	Rear Heavy Duty Shock Absorbers
JFB	Rear Seat Reminder Alert
CUE	Rear Underseat Compartment Storage
GNA	Rear View Day/Night Mirror
GFA	Rear Window Defroster
GXM	Remote Keyless Entry
RSX	Remote USB Port
RS3	Remote USB Port - Charge Only
X8Z	Seat Parts Module
LSA	Security Alarm
LA5	Selectable Tire Fill Alert
GXX	Sentry Key Theft Deterrent System
X9B	SiriusXM Radio Service
RSD	SiriusXM Satellite Radio
JPH	Speed Sensitive Power Locks
XZM	Standard Ride Height
CUY	Storage Tray
CJ2	Supp. Side Curtain Ft/Rr Air Bags
CJ1	Supplemental Ft Seat Side Air Bags

Standard Features - DJ7H92-2500 BIG HORN CREW CAB 4X4 (169 in WB 8 ft 0 in Box)		Code	Description
		CGS	Supplemental Side Air Bags
		JFJ	Temperature & Compass Gauge
		SUA	Tilt Steering Column
		GBH	Tinted Acoustic Windshield Glass
		GAC	Tinted Glass Windows
		XBN	Tip Start
		X88	Tire & Wheel Parts Module
		TBM	Tire Carrier Winch
		LAW	Tire Fill Alert
		XGM	Tire Pressure Monitoring Display
		XEA	Tow Hooks
		BNM	Traction Control
		XHC	Trailer Brake Control
		JJ1	Trailer Light Check
		BNT	Trailer Sway Damping
		XFU	Trailer Tow w/4-Pin Connector Wiring
		UBE	Uconnect 5 w 8.4" Display (USA)
		CV3	Urethane Shift Control
		RF7	USB Host Flip
		JHA	Var Intermittent Windshield Wipers
		LAZ	Vehicle Information Center
		XCM	Vendor Painted Cargo Box
		4ZB	Vendor Painted Cargo Box Tracking

Big Horn Level 1 Plus Equipment Grou (A7F)

Loading the image, Please wait...

Details:

- Google Android Auto (RF5)
- SiriusXM Radio Service (X9B)
- For Details, Visit DriveUconnect.com (X9E)
- For More Info, Call 800-643-2112 (X9H)
- Integrated Voice Command w/Bluetooth (XRB)
- EMERGENCY VEHICLE ALERT SYSTEM(EVAS) (RJC)
- Glove Box Lamp (LBC)
- 12.0" Touchscreen Display (RFA)
- Footwell Courtesy Lamp (LBB)
- Auto Power-Folding Mirrors (LFF)
- 4 Way Front Headrests (CDP)
- Front Armrest w/Cupholders (CDR)
- Anti-Spin Differential Rear Axle (DSA)
- Remote USB Port - Charge Only (RS3)
- Frt Pass Seat - Manual Adjust 4-Way (JWA)
- Mirror Running Lights (LNY)
- Mopar Bed Step - Deployable (MDN)
- Alexa Built-In (RFN)
- Apple CarPlay (RFP)
- Convex Aux Mirrors, Power-Adjustable (LFX)
- Locking Lower Glove Box (JKA)

INCLUDED IN PRICE

- Forward and Reverse Utility Lights (LFZ)
- Remote Start System (XBM)
- 9 Alpine Speakers w/Subwoofer (RC3)
- Disassociated Touchscreen Display (RFV)
- Storage Tray (CUY)
- Dual Glove Boxes (JKN)
- Front Center Seat Cushion Storage (CVH)
- Cloth 40/20/40 Prem Bench Seat (*M9)
- Folding Flat Load Floor Storage (CVN)
- 2nd Row In Floor Storage Bins (CB9)
- Power 2-Way Driver Lumbar Adjust (JPE)
- Rear View Auto Dim Mirror (GNK)
- 40/20/40 Split Bench Seat (CBE)
- Rear Dome w/On/Off Switch Lamp (LHE)
- LED Bed Lighting (LPL)
- Rear 60/40 Folding Seat (CFN)
- Connectivity - US/Canada (RTM)
- GPS Navigation (JLN)
- 4G LTE Wi-Fi Hot Spot (RTQ)
- GPS Antenna Input (JLP)
- Exterior Mirrors w/Heating Element (NHJ)
- SiriusXM with 360L (RTU)
- Global Telematics Box Module (TBM) (RDG)
- Connected Travel & Traffic Services (RTV)
- Foam Bottle Insert (Door Trim Pnl) (CWL)
- Black Exterior Mirrors (LE4)
- 2 Way Rear Headrest Seat (CSJ)
- Front Seat Back Map Pockets (CSM)

- IP Badge "Big Horn" (MSE)
- Off-Road Info Pages (JA8)
- Trailer Tow Pages (JA7)
- Selectable Tire Fill Alert (LA5)
- HD Radio (RE8)
- Uconnect 5 Nav w 12.0" Display (USA) (UBQ)
- Mirror Power Heat Fold Telescopic (GT3)
- Ext. Mirrors w/Supplemental Signals (LEB)
- Steering Wheel Mounted Audio Ctrl's (RDZ)
- Exterior Mirrors Courtesy Lamps (LEC)
- Air Cond ATC w/Dual Zone Control (HAF)
- Mopar Spray in Bedliner (XMF)
- Power Adjust Mirrors (LF2)
- Driver Seat - Power Adjust 8-Way (JVG)
- Luxury Steering Wheel (SCK)
- Power Telescoping Mirrors (LF4)

City of Douglas bids

RAM 2500 Exceptions or Differences

I-1 Engine is 6.4L Hemi V8 405 HP and 429 TQ

I-4 Fuel tank 32 gallons

II-3 Anti-Spin rear axle

III-1 Coil front and rear

VIII-2 Battery 730 CCA

IV-1 Transmission is 8 speed automatic

X-17 N/A Ford only option

Thank you

Brett Osborne

Sheridan Motors

TABLE OF CONTENTS

Check if included	Document Description
	1. Instructions to Bidders and Call for Bids (Legal Advertisement and Detailed Notice)
	2. Bid Information and Forms:
	a. Schedule of Prices
	b. Signature Page
	3. Notice of Award – Vehicles and Equipment
	4. Specifications

All items checked are in this packet.

End of Section

.....

Bidder Initials: ES
Updated Form 12-2019, Page **2** of **13**

CITY OF DOUGLAS
INSTRUCTIONS TO BIDDERS – EQUIPMENT AND VEHICLES
July 29, 2025

1. DEFINED TERMS

- A. The term “OWNER” means the City of Douglas, a municipal corporation, located at 101 North 4th Street, P.O. Box 1030, Douglas, Wyoming 82633.
- B. The term “BIDDER” means the individual person or company who submits a bid directly to the Owner and is distinct and separate from a sub-bidder, who submits a bid to a Bidder.
- C. The term “SUCCESSFUL BIDDER” means the lowest, qualified, responsible, and responsive Bidder who receives the project award based on the Owner's evaluation.
- D. The term “BIDDING DOCUMENTS” includes the instructions to bidders, the bid form (including bid schedule, if applicable), drawings, specifications, and all other proposed documents (including all addenda issued prior to receipt of bids, if applicable).

2. ADVERTISEMENT FOR BIDS

- A. Sealed bids for **One new 2025 3/4 Ton Crew Cab Pickup 4X4** will be received at Douglas City Hall, 101 N. 4th Street, until **2:00 PM** MST on **August 20th** and then will be publicly opened and read aloud. Any bids received after the specified date and time will not be accepted or considered. Approved bidding documents may be obtained at **101 N. 4TH St.**, or on the City of Douglas website at www.cityofdouglas.org under the “Bid Postings” tab. Each bid must be submitted on the bid form. Bids may be subject to the Wyoming Preference Act. Mail submitted bids to the City Clerk, City of Douglas, P.O. Box 1030, Douglas, WY 82633, or deliver to the City Clerk at 101 N. 4th Street, Douglas, WY. To perform public work, the successful Bidder and subcontractors, prior to contract award, shall hold or obtain such licenses as required by State Statutes and federal and local laws and regulations. The City of Douglas reserves the right to reject any and all bids, to waive as an informality any irregularities contained in a bid, and to accept the bid that serves the best interests of the City.

/s/ Devon Litzsinger, City Clerk; Published: **August 6th and August 13th 2025**, Douglas Budget

Bidder Initials: ES
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**CITY OF DOUGLAS
BID INFORMATION AND FORMS**

1. Sealed bids will be received by **August 20th 2025** at the Office of the City Clerk and will be opened and publicly read aloud immediately thereafter in the Conference Room, City of Douglas, Wyoming, 101 North 4th Street, Douglas, Wyoming, for **One New 2025 3/4 Ton Crew Cab Pickup 4X4**. Demonstrative units will not be accepted or considered in the bid proposal.
2. Bid proposals delivered in person will be received **only** at the Office of the City Clerk. Bids received **after** the time fixed for bid reception **will not be considered**. All bids must be clearly marked **"One New 2025 3/4 Ton Crew Cab Pickup "** with the bidder's name and the time and date of the opening on the outside of the envelope. The City of Douglas reserves the right to reject any and all bids, to waive as an informality any irregularities contained in a bid, and to accept the bid that serves the best interests of the City.
3. Approved Specifications and Form of Contract Documents may be obtained **at City Hall 101 N. 4th ST. Douglas Wyoming 82633**, or on the City of Douglas website, www.cityofdouglas.org, under "Bid Postings/Related Documents" section.
4. Delivery will be accepted **120 days after notice**. (Free on Board) Douglas, Wyoming. Tax Exempt Certificate will be furnished by the City of Douglas.
5. Complete sets of bidding documents must be used in preparing bids; the Owner does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of bidding documents. The Owner, in making copies of bidding documents available on the above terms, do so only for the purpose of obtaining bids on the work and do not confer a license or grant for any other use.
6. The policy of the City of Douglas is to provide and afford equal treatment and service to all citizens and assure equal employment opportunity based on ability and fitness to all persons regardless of race, creed, national origin, sex, physical or mental disabilities or age. This policy shall apply to every aspect of employment practices, employee treatment and public contact. No qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs or activities of the City of Douglas, or be subjected to discrimination. Pursuant to the Americans with Disabilities Act, reasonable accommodation for persons with disabilities who wish to participate in these services, programs, or activities shall be made upon request to City of Douglas, ADA Coordinator Tony Tolstedt at Douglas City Hall, 101 North 4th Street, Douglas, Wyoming.
7. The City of Douglas hereby notifies all bidders that it will affirmatively ensure that pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, creed, color, sex, physical or mental disabilities, or national origin in consideration of an award.
8. The bidder shall indicate his compliance with a "Yes" or non-compliance with a "No" in each line-item specification. Where submitted literature does not support the meeting of these specifications,

Bidder Initials: ES

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the bidder shall outline fully on company letterhead stationery the variation from specification. Any unit not conforming to the specifications will be rejected, and it will be the responsibility of the manufacturer to conform to the requirements, unless deviations have been cited by the bidder and acceptance is based upon the exceptions.

End of Section

.....

Bidder Initials: ES
Updated Form 12-2019, Page 5 of 13

SCHEDULE OF PRICES

Company Name: Greiner Ford of Casper

Mailing Address: 3333 CY Ave. Casper, WY 82604

to furnish equipment as specified to the City of Douglas, Wyoming, in accordance with specifications dated **July 29st, 2025**

BID ITEM DESCRIPTION

Year – Make – Model: 2026 FORD F-250 CREW CAB	
Base Bid:	\$
Option #1: (Describe) New ³ / ₄ -ton Crew Cab Pickup 4X4	\$59,264
Option #2: (Describe)	\$
Less Trade-In (Describe)	-\$
Less Government Concessions:	-\$2,100
Total Bid Amount:	\$57,164

In addition to this proposal, the undersigned Bidder agrees to submit complete information, including specifications and descriptive literature to fully describe and illustrate the equipment, vehicle, and/or accessories offered. Bidder proposes to deliver equipment or vehicles in accordance with the schedule included in the Bid Information. The Bidder understands that the Owner allows a 5% preference to Wyoming residents and that Bids may be subject to the Wyoming Preference Act. The Bidder further attests that the specifications relating to the bid security are understood and the conditions set forth in said specifications are agreed upon.

Signature of Representative Responsible for Bid: 

Printed Name & Title of Signer: Eric Suppes Fleet Manager

Company Name & Address of Bidder: Greiner Ford of Casper

3333 CY Ave. Casper, WY 82604

(Proposal must be filled out, signed and submitted with the bid document)

End of Section

.....

Bidder Initials: ES

Updated Form 12-2019, Page 6 of 13

SIGNATURE PAGE

IF BIDDER IS:

AN INDIVIDUAL

By: _____ doing business as: _____
(Name)

Address: _____ Phone: _____

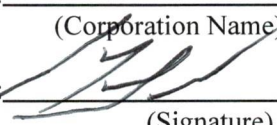
A PARTNERSHIP

By: _____ (seal)
(Firm Name)

(General Partner)
Business Address: _____ Phone: _____

A CORPORATION

By: Lithia Motors of Oregon
(Corporation Name) (State of Incorporation)

By:  _____
(Signature) Fleet Manager
(Title)

ATTEST: _____ (Corporate Seal)

Business Address: _____ Phone: _____

A JOINT VENTURE

By: _____ Address: _____

By: _____ Address: _____

By: _____ Address: _____

By: _____ Address: _____

(Each member of the joint venture must sign; attach additional sheet if necessary.)

Bidder Initials: _____
Updated Form 12-2019, Page 7 of 13

**CITY OF DOUGLAS, WYOMING
NOTICE OF AWARD
EQUIPMENT & VEHICLES**

Name of Company	Greiner Ford of Casper
Attention To	Eric Suppes
Mailing Address	3333 CY Ave.
City/State/ZIP	Casper, WY 82604

Project (as it appears on Bid documents)	
Contract Price	

The Owner has considered the bid submitted by you for the above-described vehicle or equipment in response to its advertisement for bids dated **Publication Dates August 6th and August 13th, 2025**. You are hereby notified that your bid has been accepted for items in the amount of:

Year – Make – Model: 2026 FORD F-250 CREW CAB	
Base Bid:	\$
Option #1: (Describe) New 3/4-ton Crew Cab Pickup 4X4	\$ 59,264
Option #2: (Describe)	\$
Less Trade-In (Describe)	-\$
Less Government Concessions:	-\$ 2,100
Total Bid Amount:	\$ 57,164

You are required, as set forth in the bid specifications, to execute any required documentation within ten (10) days from the date of this notice and return to the Owner. Failure to comply with these conditions within the time specified will entitle Owner to consider your bid in default, to annul this Notice of Award, and to declare your bid security forfeited.

Other conditions or precedents, if any:

--

Dated this ____ day of _____, 20__.

Bidder Initials: ES
Updated Form 12-2019, Page 8 of 13

CITY OF DOUGLAS, OWNER

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged.

By: _____
SIGNATURE

By: _____
SIGNATURE

Name/Title: J.D. Cox City Manager

Printed Name: _____

Title: _____

Please sign and send back to: City of Douglas, Attn: City Clerk
P.O. Box 1030, Douglas, WY 82633

End of Section

.....

Bidder Initials: ES
Updated Form 12-2019, Page 9 of 13

SPECIFICATIONS

Specifications are for **One New 2025 ¾ Ton Crew Cab Pickup 4X4**. These are the minimum specifications for this unit; you must meet or exceed these specifications. If indication "No" is marked to any specifications, you must provide on a separate sheet of paper an explanation of the item that you would supply in place of the specified item. Any item not marked may result in rejection of the bid.

SCOPE: The vehicle or equipment being specified will be assigned to Douglas **Landfill** and will be used within the City of Douglas as follows:

--

	Meets Specifications	Yes	No
I. ENGINE AND FUEL SYSTEM		X	
1. V-8 Engine Minimum of 6.6-liter Gas Powered V-8		X	
2. Heavy Duty Coolant Rated To -45 Deg. F		X	
3. Able to run 85 Octane Gasoline		X	
4. Fuel Tank Minimum 36 Gallons		X	
5. Engine Block Heater and Cord		X	
6. Other:			

	Meets Specifications	Yes	No
II. AXLES, FRONT AND REAR			
1. Minimum Gear Ratio to Be 3.73		X	
2. Electronic Shift on the Fly 4WD		X	
3. Limited Slip Rear Axle with Diff Lock			
4. Solid Rear Differential		X	
5. Solid Front Differential		X	
6. Other:			

	Meets Specifications	Yes	No
III. SUSPENSION AND WHEELBASE			
1. Leaf Spring Suspension Rear, Coil Spring Front		X	
2. 10,000 lb. Minimum GVWR		X	
3. Heavy Duty Shock Absorbers Rear		X	
4. Heavy Duty Coil Strut Suspension Front		X	
5. Front And Rear Sway Bars		X	
6. 160 Inch Wheelbase		X	
7. Other:			

	Meets Specifications	Yes	No
IV. WHEELS AND TIRES			
1. Minimum 18" Steel or Aluminum Wheels		X	
2. Minimum 18" All Season/ All Terrain Tires 275/70-R18		X	

Bidder Initials: ES

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3. Matching Spare Tire and Wheel	X	
4. On Board Tire Pressure Monitoring System	X	
5. Other:		

	Meets Specifications	Yes	No
V. BRAKE/BRAKE RELATED EQUIPMENT			
1. 4 Wheel Antilock Disc Brake System	X		
2. Traction Control	X		
3. Stability Control	X		
4. Integrated Trailer Brake System	X		
5. Other:			

	Meets Specifications	Yes	No
VI. BUMPERS			
1. Front: Manufacturer Standard	X		
2. Rear: Manufacturer Standard Step Bumper	X		
3. 7 Pole Round And 4 Pole Flat Trailer Wiring Connector	X		
4. Minimum Class III Receiver Hitch	X		
5. Front Tow Hooks	X		
6. Other:			

	Meets Specifications	Yes	No
VII. STEERING			
1. Power Steering	X		
2. Tilt/ Telescopic Steering Wheel	X		
3. Other:			
4.			
5.			
6.			

	Meets Specifications	Yes	No
VIII. ELECTRICAL SYSTEM			
1. High-Capacity Alternator	X		
2. Minimum 750 CCA Battery	X		
3. Easy Access Fuse and Relay Boxes	X		
4. Other:			
5.			
6.			

	Meets Specifications	Yes	No
IX. TRANSMISSION AND EQUIPMENT			
1. 10 Speed Automatic Transmission	X		
2. Column Shift or Floor Shifter	X		
3. 4X4 Electronic Shift Transfer Case	X		
4. Other:			

Bidder Initials: ES
Updated Form 12-2019, Page 11 of 13

5.		
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	Meets Specifications	Yes	No
X. CAB AND RELATED EQUIPMENT			
1. Manual Integral Air Conditioning and Heat	X		
2. Sound System: Manufacturers Standard with Bluetooth	X		
3. Interior Rear-View Wide-Angle Mirror	X		
4. Remote Start	X		
5. Tow/Haul Mirrors	X		
6. Front 40/20/40 Cloth Type, Driver Seat 7 Way Power with Heat option	X		
7. Crew Cab	X		
8. Cruise Control	X		
9. Cargo Area Lamp	X		
10. Black Vinyl Flooring with Vinyl Floor Mats	X		
11. Gauges: Fuel, Temp, Oil Pressure, Trans. Temp, Tachometer and Odometer	X		
12. Three (3) Programmed Key Fobs	X		
13. Power Windows And Locks	X		
14. Intermittent Wipers	X		
15. Rear Back-up Camera	X		
16. Outside Temperature Display	X		
17. Interior Work Surface	X		
18. Tinted Rear Door Glass	X		
19. Tinted Rear Glass	X		
20. Other:			

XI. MISCELLANEOUS ITEMS		
1 Front and Rear Splash Guards	X	
2 LED Warning Beacons or Beacon Light	X	
3 Upfitter Switches in Cab	X	
4 Motorola CM200D Programmed to P.W. 155.085 Frequency	X	
5 Spray In Bed Liner	X	
6 Other:		

XII. PAINT AND TRIM		
1 Exterior Color Standard White	X	
2 Interior Color Medium Dark Or Grey	X	
3 Preferred XLT, SLT or SLE Package	X	
4 Other:		
5		
6		

Bidder Initials: ES
Updated Form 12-2019, Page 12 of 13

XIII. MANUALS			
1 Complete Set of Manuals For Operation and Maintenance Shall Be With Truck At Time Of Delivery			
2 Other:	owners manual is in radio console		

XIV. WARRANTY			
1 Bumper to Bumper Warranty Shal Be a Minimum Of 3 Year/ 36,000 Miles			
2 Warranty on Powertrain Shall Be for 5 Years/ 60,000 Miles Whichever Comes First, Which Covers All Parts and Labor. A Copy of This Warranty Shall Be with Vehicle At Time of Delivery	X		
3 Finish Warranty/ Corrosion Warranty Shall Be 5 Years/ Unlimited Miles	X		
4 Other:			

Bidder Initials: ES
Updated Form 12-2019, Page 13 of 13



Dealership Name: Greiner Ford of Casper

Sales Code : F56402

Dealer Rep.	ERIC SUPPES	Type	Fleet		Vehicle Line	Superduty	Order Code	0000
Customer Name	City of Dougl	Priority Code	J2		Model Year	2026	Price Level	625

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F250 4X4 CREW CAB PICKUP/160	\$56500	SPARE TIRE AND WHEEL	\$0
160 INCH WHEELBASE	\$0	INTERIOR WORK SURFACE	\$140
TOTAL BASE VEHICLE	\$56500	AM/FM STEREO MP3/CLK	\$0
OXFORD WHITE	\$0	JACK	\$0
40/20/40 CLOTH SEAT	\$0	SPLASH GUARDS - FRONT	\$130
MEDIUM DARK SLATE	\$0	SPLASH GUARDS - REAR	\$0
PREFERRED EQUIPMENT PKG.603A	\$0	UPFITTER SWITCHES	\$250
.XLT TRIM	\$0	250 AMP ALTERNATOR	\$185
.6.8L DEVCT NA PFI V8 ENGINE	\$0	REMOTE START SYSTEM	\$250
10-SPEED AUTO TORQSHIFT-G	\$0	TOUGH BED SPRAY IN BEDLINER	\$625
.LT275/65R18E BSW ALL SEASON	\$0	360 DUAL WARN STRB AMBER/WHITE	\$660
3.73 ELECTRONIC-LOCKING AXLE	\$430	CONN PKG: 1 YR INCL W/FORD APP	\$0
JOB #1 ORDER	\$0	SPECIAL DEALER ACCOUNT ADJUSTM	\$0
FORD FLEET SPECIAL ADJUSTMENT	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0
CARPET DELETE	\$0	FUEL CHARGE	\$0
10000# GVWR PACKAGE	\$0	NET INVOICE FLEET OPTION (B4A)	\$0
ENGINE BLOCK HEATER	\$250	PRICED DORA	\$0
50 STATE EMISSIONS	\$0	ADVERTISING ASSESSMENT	\$0
CAMPER PACKAGE	\$160	DESTINATION & DELIVERY	\$2195
.HEAVY SERVICE FRONT SUSPENSION	\$0		
			MSRP
TOTAL BASE AND OPTIONS			\$61775
DISCOUNTS			NA
TOTAL			\$61775

ORDERING FIN: QI225 END USER FIN: QI225

Customer Name:
Customer Address:

Customer Email:

Customer Phone:

Customer Signature

Date _____

This order has not been submitted to the order bank.

This is not an invoice.



Agenda Item Report

City Council – September 8, 2025

Item

Bid Award: New 2025 Side Dump Trailer

Responsible Staff Contact

Toby Porter, John Harbarger, Clint Nystul

Recommendation

Accept the bid from Floyd's Truck and Equipment for 2025 Jet Side Dump Trailer for use by the City of Douglas Landfill.

Executive Summary

The proposed purchase of a new 2025 Side Dump Trailer for use by the City Douglas Landfill with a budget of \$76,000.00.

Seven bids were received with acknowledgement of addendums, and unfortunately, only one bid met specifications set forth.

Meeting Specs:

Floyd's Truck and Equipment 2025 Jet Side Dump for \$67,994.00

Not Meeting Specs

Aria-2025 Manac Side Dump for \$67,064.00 : Section 2 item #4 No Curbside Extension, Section 4 item #1 Specified 4 Pivots, they offer 3 called dealer to verify.

Chaves-2025 Trail King Side Dump for \$70,969.99: Section 4 item #1 Specified 4 Tub Pivots they offer 3, Section 5 Item #3 Hydraulic Directional Flow Control Valve not offered on their trailer.

Diesel Depot-2026 Smithco Side Dump for \$64,381.11: Section 4 Item #1 Specified 4 Pivots they offer 3 Called Dealer to verify

Titan Machinery 2025 Side Dump Side Dump for \$79,100.00: Section 4 Item #1 Specified 4 Pivots, they offer 3. Section 5 Items 1, 2 & 3 Specified 3,000 PSI they only offer 2,000 PSI and no Hydraulic Directional Flow Control Valve. We Specified 2 Dump Cylinders, They only have 1.

Torgerson's Equip. 2025 Trail King Side Dump for \$60,925.00: Section 4 Item #1 we specified 4 Pivots, they only offer 3. Called Dealer to verify.

Tri-State Truck and Equip. 2025 Side Dump Side Dump for \$64,227.44: Section 2 Items #1 and #2- Tub Material and Construction. We Specified AR-400 Steel and 1-piece rolled tub. Them 100 XF Steel and Bent Tub Floor. Section 4 Item #1 We specified 4 Pivots they offer 3. Section 5 Items #1 and #3- We Specified 2 Dump Cylinders they offer 1 and #3 No Hydraulic Directional Flow Control Valve on their Trailer.

Background

The City of Douglas Landfill has constantly battled large amounts of compost hauling as well as hauling cover dirt for the C&D Pit. This Trailer would increase productivity in those areas as well as snow removal and salt/sand hauling.

Alignment to Strategic Doing (SD) and/or Other Plans**Budget/Fiscal Impact**

Fund/Department 34-5345-6547

Project/Line Item(s) Side Dump Trailer

Budgeted Amount \$76,000.00

Anticipated Amount \$67,994.00

Action Requested/Recommended Motion

Accept bid from Floyd's Truck and Equipment for a 2025 Jet Side Dump Trailer for the sum of \$67,994.00 and authorize the city manager to sign all associated documents.

Attachments

1. Aria Contracting Sales & Services, Inc
2. Chaves Brothers Management, LLC
3. Diesel Depot
4. Floyd's Truck Center
5. Titan Machinery
6. Torgerson's Equipment
7. Tri-State Truck & Equipment

August 20, 2025

City of Douglas
Douglas City Hall
101 N. 4th Street
P.O. Box 1030
Douglas, Wyoming 82633
Attention: City Clerk

RE: Proposal in Response to Invitation to Bid, One New 2025 Side Dump Trailer - COVER LETTER

Dear Sirs/Madams,

Aria Contracting Sales & Services, Inc. is submitting this Proposal in response to Invitation to Bid, One New 2025 Side Dump Trailer. The equipment being offered in this Proposal is 2025; Manac; Semi-Trailer Steel Side Dump.

This Proposal includes the following items:

1. Cover Letter
2. Completed Bid Package Response
3. Specifications for the Equipment Offered
4. Drawings of the Equipment Offered
5. Notice of Exceptions
6. Manufacturer Warranty

The equipment offered in this Proposal by Aria Contracting, Sales & Services, Inc. complies with all specifications for the equipment bid with the exceptions as detailed in the document titled, "Notice of Exceptions," included within this Proposal.

Delivery of the equipment offered shall be made within 120 days ARO. Please note that shipping and delivery are included in the proposed price.

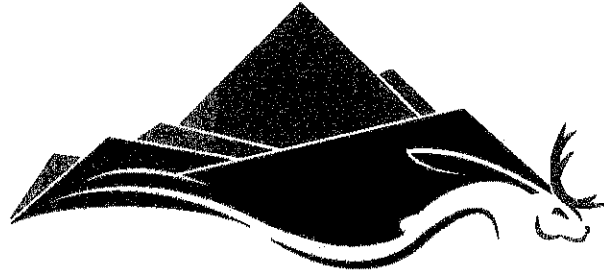
Aria Contracting Sales & Services, Inc. appreciates your consideration of this bid Proposal. Should you have any questions, require additional information or documentation, or would like clarification on any information provided in this bid Proposal, please contact Mrs. Kristen Homan by phone at 866-454-7573 ext. 404 or by emailing khoman@ariacss.com.

Thank you for this opportunity to bid.

Respectfully,



Kristen Homan



CITY OF DOUGLAS
Bid Specifications and Contract Documents for
One New 2025 Side Dump Trailer

Douglas City Hall
101 N. 4th Street
PO Box 1030
Douglas, WY 82633

Public Works/ Douglas Landfill
420 W. Grant St.
Douglas, WY 82633

TABLE OF CONTENTS

Check if Included	Document Description
☒	1. Instructions to Bidders and Call for Bids (Legal Advertisement and Detailed Notice)
☒	2. Bid Information and Forms:
☒	a. Schedule of Prices
☒	b. Signature Page
☒	3. Notice of Award – Vehicles and Equipment
☒	4. Specifications

All items checked are in this packet.

End of Section

.....

Bidder Initials: 

Updated Form 12-2019, Page 2 of 12

CITY OF DOUGLAS
INSTRUCTIONS TO BIDDERS – EQUIPMENT AND VEHICLES
July 24, 2025

1. DEFINED TERMS

- A. The term “OWNER” means the City of Douglas, a municipal corporation, located at 101 North 4th Street, P.O. Box 1030, Douglas, Wyoming 82633.
- B. The term “BIDDER” means the individual person or company who submits a bid directly to the Owner and is distinct and separate from a sub-bidder, who submits a bid to a Bidder.
- C. The term “SUCCESSFUL BIDDER” means the lowest, qualified, responsible, and responsive Bidder who receives the project award based on the Owner's evaluation.
- D. The term “BIDDING DOCUMENTS” includes the instructions to bidders, the bid form (including bid schedule, if applicable), drawings, specifications, and all other proposed documents (including all addenda issued prior to receipt of bids, if applicable).

2. ADVERTISEMENT FOR BIDS

- A. Sealed bids for **One New 2025 Side Dump Trailer** will be received at Douglas City Hall, 101 N. 4th Street, until **2:30 PM MST on August 20th, 2025** and then will be publicly opened and read aloud. Any bids received after the specified date and time will not be accepted or considered. Approved bidding documents may be obtained at **101 N. 4TH St.**, or on the City of Douglas website at www.cityofdouglas.org under the “Bid Postings” tab. Each bid must be submitted on the bid form. Bids may be subject to the Wyoming Preference Act. Mail submitted bids to the City Clerk, City of Douglas, P.O. Box 1030, Douglas, WY 82633, or deliver to the City Clerk at 101 N. 4th Street, Douglas, WY. To perform public work, the successful Bidder and subcontractors, prior to contract award, shall hold or obtain such licenses as required by State Statutes and federal and local laws and regulations. The City of Douglas reserves the right to reject any and all bids, to waive as an informality any irregularities contained in a bid, and to accept the bid that serves the best interests of the City.

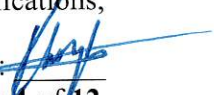
/s/ Sonya Ortega, City Clerk; Published: **August 6th and August 13th 2025** , Douglas Budget

Bidder Initials: 

Updated Form 12-2019, Page 3 of 12

**CITY OF DOUGLAS
BID INFORMATION AND FORMS**

1. Sealed bids will be received until **August 20th, 2025** at the Office of the City Clerk and will be opened and publicly read aloud immediately thereafter in the Conference Room, City of Douglas, Wyoming, 101 North 4th Street, Douglas, Wyoming, for One New 2025 Side Dump Trailer. Demonstrative units will not be accepted or considered in the bid proposal.
2. Bid proposals delivered in person will be received **only** at the Office of the City Clerk. Bids received **after** the time fixed for bid reception **will not be considered**. All bids must be clearly marked "One New 2025 Side Dump Trailer" with the bidder's name and the time and date of the opening on the outside of the envelope. The City of Douglas reserves the right to reject any and all bids, to waive as an informality any irregularities contained in a bid, and to accept the bid that serves the best interests of the City.
3. Approved Specifications and Form of Contract Documents may be obtained at City Hall 101 N. 4th ST. Douglas Wyoming 82633, or on the City of Douglas website, www.cityofdouglas.org, under "Bid Postings/Related Documents" section.
4. Delivery will be accepted **120 days after notice**. (Free on Board) Douglas, Wyoming. Tax Exempt Certificate will be furnished by the City of Douglas.
5. Complete sets of bidding documents must be used in preparing bids; the Owner does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of bidding documents. The Owner, in making copies of bidding documents available on the above terms, do so only for the purpose of obtaining bids on the work and do not confer a license or grant for any other use.
6. The policy of the City of Douglas is to provide and afford equal treatment and service to all citizens and assure equal employment opportunity based on ability and fitness to all persons regardless of race, creed, national origin, sex, physical or mental disabilities or age. This policy shall apply to every aspect of employment practices, employee treatment and public contact. No qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs or activities of the City of Douglas, or be subjected to discrimination. Pursuant to the Americans with Disabilities Act, reasonable accommodation for persons with disabilities who wish to participate in these services, programs, or activities shall be made upon request to City of Douglas, ADA Coordinator Tony Tolstedt at Douglas City Hall, 101 North 4th Street, Douglas, Wyoming.
7. The City of Douglas hereby notifies all bidders that it will affirmatively ensure that pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, creed, color, sex, physical or mental disabilities, or national origin in consideration of an award.
8. The bidder shall indicate his compliance with a "Yes" or non-compliance with a "No" in each line-item specification. Where submitted literature does not support the meeting of these specifications,

Bidder Initials: 

Updated Form 12-2019, Page 4 of 12

the bidder shall outline fully on company letterhead stationery the variation from specification. Any unit not conforming to the specifications will be rejected, and it will be the responsibility of the manufacturer to conform to the requirements, unless deviations have been cited by the bidder and acceptance is based upon the exceptions.

End of Section

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Bidder Initials: 
Updated Form 12-2019, Page 5 of 12

SCHEDULE OF PRICES

Company Name: Aria Contracting Sales & Services, Inc.

Mailing Address: 1155 Southwell Way Sarasota FL 34241
to furnish equipment as specified to the City of Douglas, Wyoming, in accordance with specifications dated **July 24th, 2025**

BID ITEM DESCRIPTION

Year – Make – Model: <u>2025 Manac Semi-Trailer Steel Side Dump</u>	
Base Bid:	\$ <u>0</u>
Option #1: (Describe) New 2025 Side Dump Trailer	\$ <u>67,604.00</u>
Option #2: (Describe)	\$ <u>0</u>
Less Trade-In (Describe)	-\$ <u>0</u>
Less Government Concessions:	-\$ <u>0</u>
Total Bid Amount:	\$ <u>67,604.00</u>

In addition to this proposal, the undersigned Bidder agrees to submit complete information, including specifications and descriptive literature to fully describe and illustrate the equipment, vehicle, and/or accessories offered. Bidder proposes to deliver equipment or vehicles in accordance with the schedule included in the Bid Information. The Bidder understands that the Owner allows a 5% preference to Wyoming residents and that Bids may be subject to the Wyoming Preference Act. The Bidder further attests that the specifications relating to the bid security are understood and the conditions set forth in said specifications are agreed upon.

Signature of Representative Responsible for Bid: Kristen Michelle Feathers Homan

Printed Name & Title of Signer: Kristen Michelle Feathers Homan

Company Name & Address of Bidder: Aria Contracting Sales & Services, Inc.
1155 Southwell Way Sarasota, Florida 34241

(Proposal must be filled out, signed and submitted with the bid document)

End of Section

.....

Bidder Initials: mf

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SIGNATURE PAGE

IF BIDDER IS:

AN INDIVIDUAL

By: _____ doing business as: _____
(Name)
Address: _____ Phone: _____

A PARTNERSHIP

By: _____ (seal)
(Firm Name)

(General Partner)
Business Address: _____ Phone: _____

A CORPORATION

By: Aria Contracting Sales Services Inc. of Florida
(Corporation Name) (State of Incorporation)

By: [Signature] Vice President
(Signature) (Title)

ATTEST: [Signature] President (Corporate Seal)

Business Address: 4155 Southwell Way Phone: (941) 893-9237
Sarasota, FL 34241

A JOINT VENTURE

By: _____ Address: _____
By: _____ Address: _____
By: _____ Address: _____
By: _____ Address: _____

(Each member of the joint venture must sign; attach additional sheet if necessary.)

Bidder Initials [Signature]
Updated Form 12-2019, Page 7 of 12

**CITY OF DOUGLAS, WYOMING
NOTICE OF AWARD
EQUIPMENT & VEHICLES**

Name of Company	<i>Aria Contracting Sales & Services, Inc.</i>
Attention To	<i>Kristen Michelle Feathers Homan</i>
Mailing Address	<i>4155 Southwaxll Way</i>
City/State/ZIP	<i>Sarasota, FL 34241</i>

Project (as it appears on Bid documents)	<i>One New 2025 Side Dump Trailer</i>
Contract Price	<i>\$67,604.00</i>

The Owner has considered the bid submitted by you for the above-described vehicle or equipment in response to its advertisement for bids dated **Publication Dates August 6th and August 13th, 2025**. You are hereby notified that your bid has been accepted for items in the amount of:

Year – Make – Model: <i>2025 Manac Semi-Trailer Steel Side Dump</i>	
Base Bid:	<i>\$ 67,604.00</i>
Option #1: (Describe) <i>New 2025 Side Dump Trailer</i>	<i>\$ 0</i>
Option #2: (Describe)	<i>\$ 0</i>
Less Trade-In (Describe)	<i>-\$ 0</i>
Less Government Concessions:	<i>-\$ 0</i>
Total Bid Amount:	<i>\$ 67,604.00</i>

You are required, as set forth in the bid specifications, to execute any required documentation within ten (10) days from the date of this notice and return to the Owner. Failure to comply with these conditions within the time specified will entitle Owner to consider your bid in default, to annul this Notice of Award, and to declare your bid security forfeited.

Other conditions or precedents, if any:

<i>N/A</i>

Dated this 20th day of August, 2025.

Bidder Initials: *[Signature]*
Updated Form 12-2019, Page 8 of 12

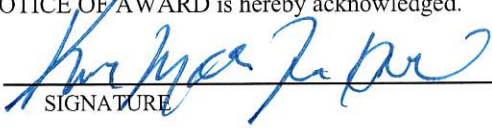
CITY OF DOUGLAS, OWNER

By: _____
SIGNATURE

Name/Title: J.D. Cox City Manager

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged.

By: 
SIGNATURE

Printed Name: Kristin Homan

Title: Vice President

Please sign and send back to: City of Douglas, Attn: City Clerk
P.O. Box 1030, Douglas, WY 82633

End of Section

.....

Bidder Initials: 

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SPECIFICATIONS

Specifications are for One New 2025 Side Dump Trailer. These are the minimum specifications for this unit; you must meet or exceed these specifications. If indication "No" is marked to any specifications, you must provide on a separate sheet of paper an explanation of the item that you would supply in place of the specified item. Any item not marked may result in rejection of the bid.

SCOPE: The vehicle or equipment being specified will be assigned to the **City Of Douglas Landfill** and will be used within the City of Douglas as follows:

--

	Meets Specifications	<u>Yes</u>	No
I. DIMENSIONS			
1. Minimum Width 102" (inches)		Yes	
2. Minimum Tube Length 34' (feet)		Yes	
3. Maximum Length 41' (feet) 6" (inches)		Yes	
4. Other:			No

	Meets Specifications	<u>Yes</u>	No
II. TUB CONSTRUCTION			
1. 1/4" AR-400 Steel		Yes	
2. Smooth Rolled Tub w/no Linear Bends to form Tub		Yes	
3. No Center Divider		Yes	
4. Curb-side Steel Tub Extension		N/A	
5. Other:			No

	Meets Specifications	<u>Yes</u>	No
III. FRAME CONSTRUCTION			
1. Beams MUST be Welded on Both Sides, Top and Bottom		Yes	
2. Two Speed Landing Legs		Yes	
3. 18" (inch) Kingpin Setback Dimension		Yes	
4. Other:			No

	Meets Specifications	Yes	<u>No</u>
IV. TUB PIVOTS			
1. Minimum of Four (4) Pivot Points on Each Side of Tub		Yes	
2. Self-aligning, Self-lubricated, Maintenance Free Bushings			No
3. No Grease Zerks for Pivots			No
4. Plated Pivot Pins			No
5. Other:			No

Meets Specifications Yes No

Bidder Initials:

Updated Form 12-2019, Page 10 of 12

V. HYDRAULICS		<u>Yes</u>	No
1. Two (2) 5" (inch) Trunnion Mounted Hydraulic Cylinders		Yes	
2. 3,000 P.S.I Rated Hydraulic Components		Yes	
3. Proportional Flow Divider		Yes	
4. Electric/Hydraulic Directional Flow Control Valve		Yes	
5. Other:			No

		Meets Specifications		<u>Yes</u>	No
VI. SUSPENSION				-	-
1. 23,000 lbs. (pounds) Per Axle, Air Ride Suspension				Yes	
2. Other:					No

		Meets Specifications		<u>Yes</u>	No
VII. AXLES				-	-
1. Hub Piloted Grease Lube Axles				Yes	
2. Axle Beams Rated at 23,000 lbs. (pounds)				Yes	
3. Axle Spacing of 49" (inches)				Yes	
4. Minimum of Two (2) Axles				Yes	
5. Other:					No
6.				N/A	N/A

		Meets Specifications		<u>Yes</u>	No
VIII. WHEELS AND TIRES				-	-
1. Wheels: 12.25" (inch) x 22.5" (inch) Aluminum				Yes	
2. Tires: 385/65-R22.5 Wide Base Radial				Yes	
3. Other:					No

		Meets Specifications		<u>Yes</u>	No
IX. BRAKES				-	-
1. 16.5 x 7" (inch) Cam Air Brakes				Yes	
2. 2S IM Anti-lock Brake System				Yes	
3. Other:					No

		Meets Specifications		Yes	<u>No</u>
X. FENDERS				-	-
1. Front and Rear Bolt-on Rubber Flexible Fenders				Yes	
2. Flexible Mudflaps Front and Rear					No
3. Other:					No

		<u>Yes</u> No	
XI. LIGHTS			
1 LED Low-profile High Impact Lights		Yes	
2 Sealed Weathertight Wire Harness		Yes	
3 Other:			No

Bidder Initials: LB
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XII. PAINT		Yes	No
1. Tub: Black		Yes	
2. Frame: Black		Yes	
3. Other			No

XIII. MISCELLANEOUS		Yes	No
1. Full Manufacturer's Standard Warranty		Yes	
2. Dealer Order Form Showing All Equipment Being Bid		Yes	
3. Other			No

Bidder Initials: 

Updated Form 12-2019, Page 12 of 12



SPECIFICATIONS FOR THE EQUIPMENT OFFERED



SEMI-TRAILER STEEL SIDE DUMP



ITEM	DESCRIPTION
TYPE	SEMI-TRAILER STEEL SIDE DUMP (capacity of 23 cubic yards flat) (capacity of 29 cubic yards heaped)
LENGTH	40'-5" frame 34'-0" tub
WIDTH	102"
HEIGHT	114" Overall height
COUPLER HEIGHT	48" Coupler plate 5/16"
SUB-STRUCTURE	
BULKHEAD	3/16" AR450 Steel
KING PIN LOCATION	18" Fixed.
PUSHBLOCK	Bolted push block.
TUB LENGTH	Tub assembled of 1/4" AR450 body sheets with 3/16" AR450 reinforced bulkheads front and rear. Reinforced corners Top rails are formed of 5/16 steel. 2" NPT Drain plug mid tub.
MAIN FRAME	3/8" x 4" top and bottom flanges. Web of 3/16" 80W steel, 1/4" 80W in gooseneck suitable for tridrive truck. Full length "X" bracing between main beam.
CROSSMEMBERS	Steel Fabricated torque tube design
SIDE MATERIAL	1/4" AR 450 steel
FLOOR MATERIAL	1/4" AR 450 steel
TUB LATCH	Individual tub latching system welded to tub support, replaceable wear sleeves over pivot bolts. Pivot bolts that incorporate grease passages and shield grease fittings.
TUB LATCH	Grease pivot system, easy access lubrication points
MAIN SYSTEM	7 way (SAE J560), Grote brand Shock proof lights, polycarbonate lenses, in compliance with CMVSS 108 Main System: Grote Ultra Blue LED, sealed beams
ADDITIONAL FRONT CONNECTOR	Additional 6-way socket on front rail for operation of hydraulic system and air lift.
LANDING GEAR	Holland, Mark V (LGS-5F115)
AXLE QTY	Tandem.
AXLES	Hub piloted 25K axles : 1ABS 1NON ABS 5" tubular with HN spindle
SUSPENSION	Tandem air ride, 50" spread Hendrickson HT230 23K
TRACK	77.5" (102" width)
BRAKES	16 1/2" X 7" cam brakes, 20,000 lbs lining XL
BEARINGS	HM 218248 and HM 212049
SLACK ADJUSTERS	Meritor, automatic, 28 splines.
SEALS	Stemco, "Guardian" type, with "Gearlube" mineral oil, SAE 80W90
BRAKE CHAMBERS	Type 3030 brake chamber.
DUST SHIELDS	None



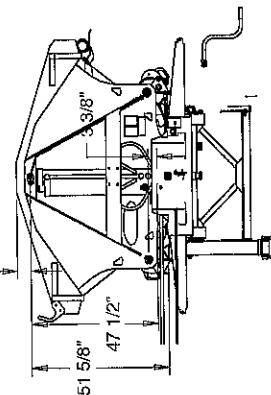
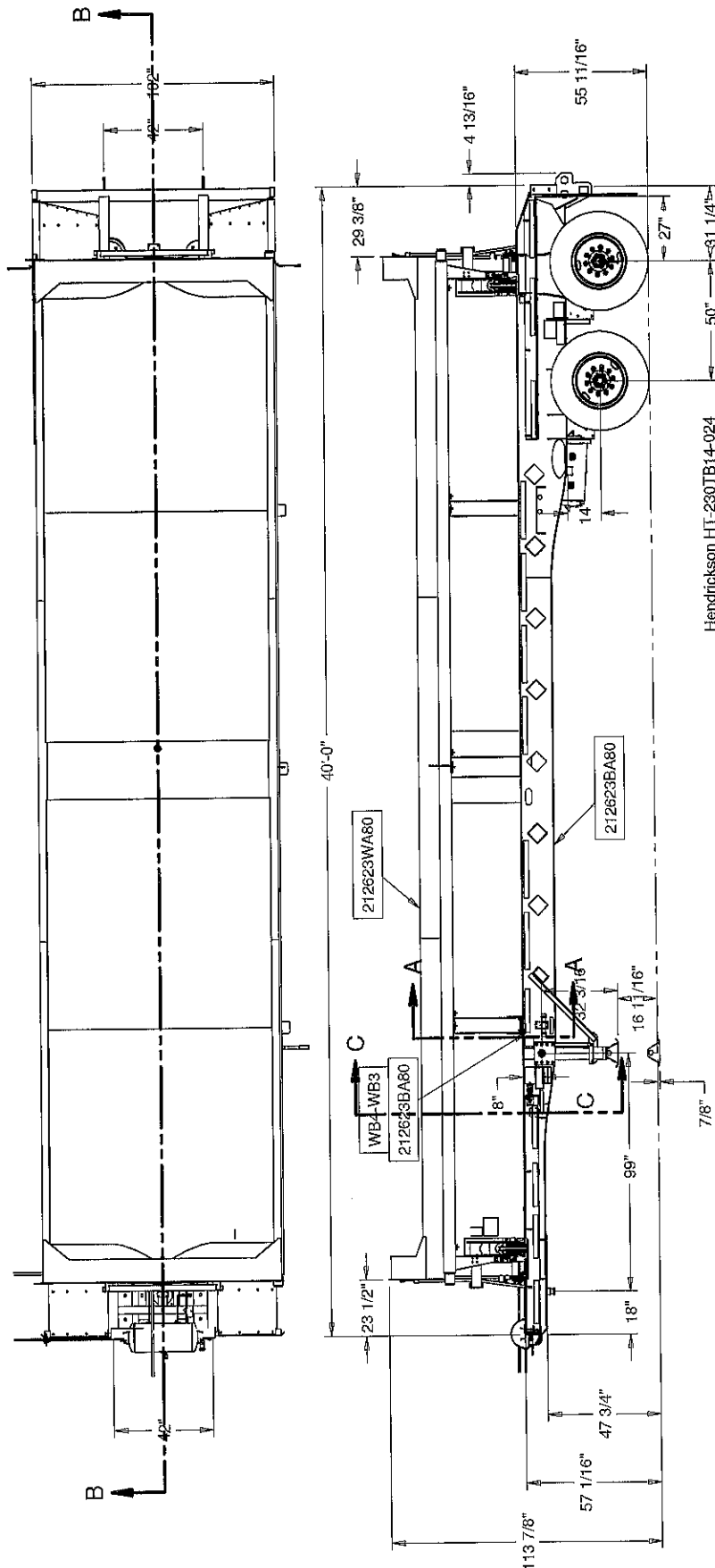
SPECIFICATIONS FOR THE EQUIPMENT OFFERED



SEMI-TRAILER STEEL SIDE DUMP



ITEM	DESCRIPTION
TIRE SIZE	CPS, 385/65 R22.5 Continental HTR2 w/ clean buff aluminum price for tandem.
AIR SYSTEM	Manual blow-down valve in a control box, with auto-reset feature.
GATE CONTROL	Fully operational self contained hydraulic system. Oil flow is regulated utilizing adjustable valving that allows the operator to adjust dump and return speed (must be adjusted equally).
SECONDARY GATE CONTROL	Dump cycle incorporates a fixed flow divider that regulates and separates the flow of oil equally between front and rear cylinder. No need for secondary valves on the tractor for the trailer operation.
AIR VALVES (ABS)	Meritor Wabco, IABS, 2 sensors 1 modulator.
FINISHING (PAINT)	CPS, Shot blasted, acid based wash with rust inhibitive rinse. One coat of epoxy primer and one coat polyurethane top coat. Color: *BLACK* tub - Black frame.
REFLECTIVE TAPE	Conspicuity striping in compliance with CMVSS 108. Gray and red each side, fully covers rear sill and horizontal underride protection bar
CYLINDER WIDTH	5" diameter hydraulic cylinders
FENDERS	Front & Rear aluminum fenders Mounted on brackets bolted to frame.
MUD FLAPS	Black Rubber 36"
TRUCK SPECIFICATIONS	Hydraulic truck requirement- min 2500-2700 psi/ 25-30 GPM flow



REVISIONS	DATE	APPR.	DESS.	CONTRAT	SCALE	MODIFICATIONS	BAR CODE
DRAFTSMAN	DATE					PO	
danifort	2021-12-07					PO	
						ANG	
						±1"	
						PRODUCT	
						212623AA1	

DESC.
SIDE DUMP
DIMENSIONS:



6895 KGS



MATERIAL LIST

TOTAL WEIGHT: 10466.004 lbm

DRAFT: danifort

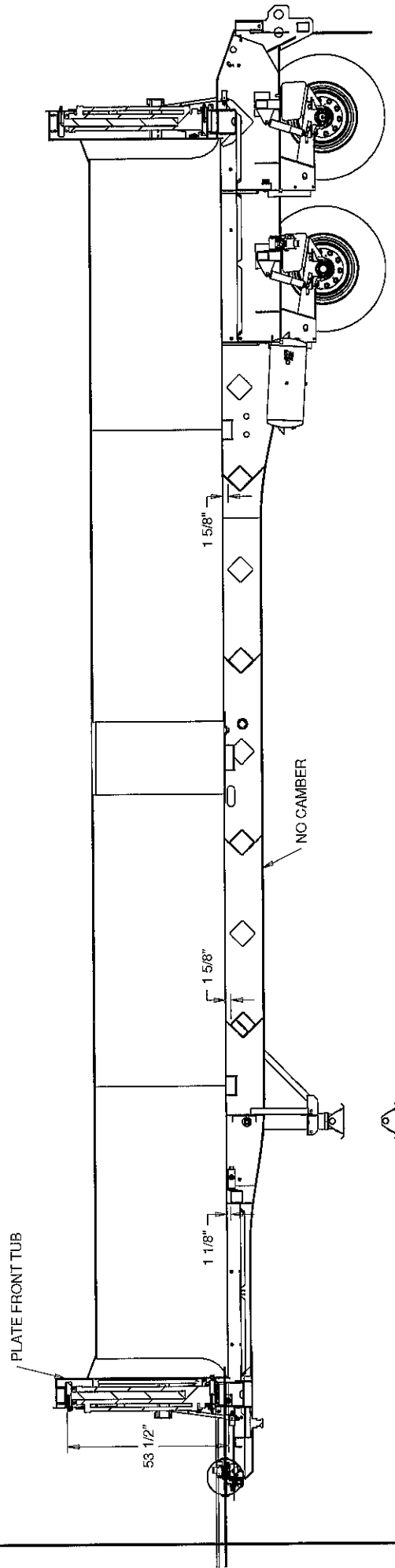
DATE: 2021-12-07

NO ASS: 212623AA1

NUMBER:

TITLE: SIDE DUMP

QTY	NO MANAC	DESCRIPTION	NO MAT	MAT	GRADE	TYPE	NOMINAL DIMENSION	LENGTH	WIDTH	WEIGHT
1										95.659 lbm
5	212623-CRAMP E-01		714430	STL	80W	PL	3/16	1"	1"	2321 lbm
1	212623BA80	FRAME SIDE DUMP								3545.422 lbm
2	212623NA83	LATERAL STOPPER								12.11 lbm
1	212623WA80	DUMP ASSEMBLY								8807.818 lbm
1	212623ZA80	GREASE PIVOT SYSTEM								2.673 lbm



SECTION B-B

REVISIONS	DATE	APPR.	DESS.	MOD/RE	CONTRAT	SCALE	MODIFICATIONS			BAR CODE
							DM	PO		
							DM	ANG	31"	
DESC. SIDE DUMP DIMENSIONS:										212623AA1



DRAFTSMAN
danifort

DATE
2021-12-07



MATERIAL LIST

TOTAL WEIGHT: 10466,004 lbm

DRAFT: danifort

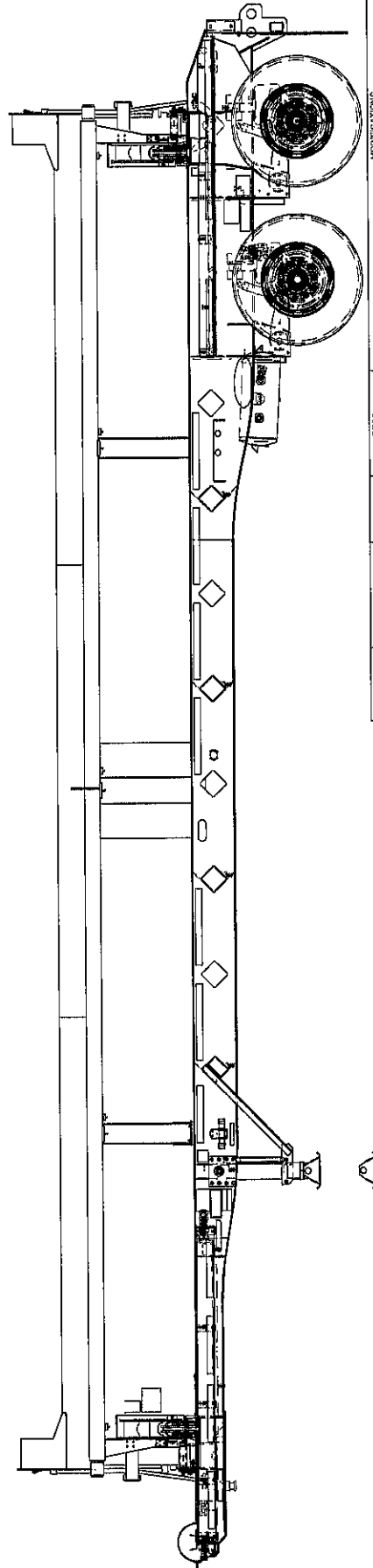
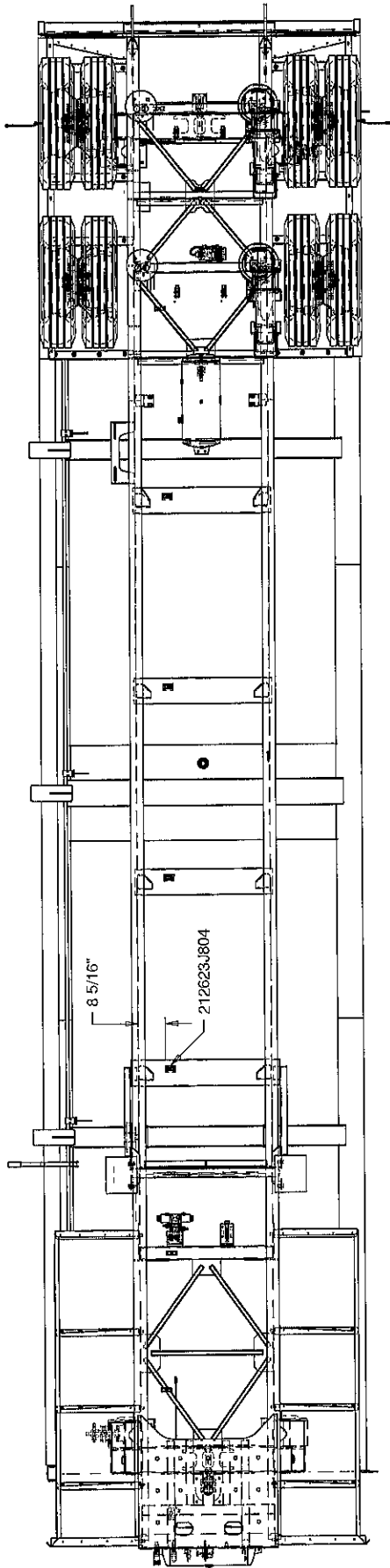
DATE: 2021-12-07

NO ASS.: 212623AA1

NUMBER:

TITLE: SIDE DUMP

QTY	NO MANAC	DESCRIPTION	NO MAT	MAT	GRADE	TYPE	NOMINAL DIMENSION	LENGTH	WIDTH	WEIGHT
1										95.659 lbm
5	212623-CRAMP E-01		714430	STL	80W	PL	3/16	1"	1"	2321 lbm
1	212623BA80	FRAME SIDE DUMP								3545.422 lbm
2	212623NA83	LATERAL STOPPER								1211 lbm
1	212623WA80	DUMP ASSEMBLY								6807.918 lbm
1	212623ZA80	GREASE PIVOT SYSTEM								2.873 lbm



DRAFTSMAN	DATE	REVISES	DATE	APPL	DESC	CONTRAT	SCALE	DN	PO	DN	BAR CODE
danifort	2021-12-07										
DESC.											PRODUCT
SIDE DUMP											
DIMENSIONS:											212623AA1



MATERIAL LIST

TOTAL WEIGHT: 10486.004 lbm

DRAFT: danfort

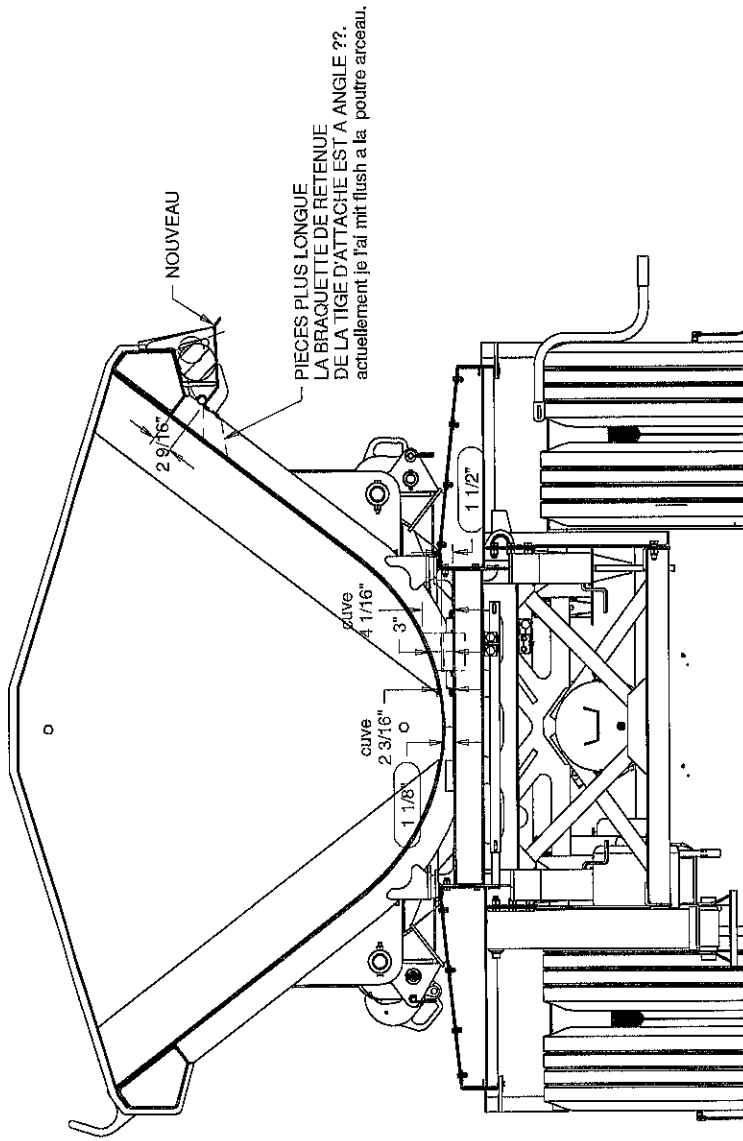
DATE: 2021-12-07

NO ASS: 212623AA1

NUMBER:

TITLE: SIDE DUMP

QTY	NO MANAC	DESCRIPTION	NO MAT	MAT	GRADE	TYPE	NOMINAL DIMENSION	LENGTH	WIDTH	WEIGHT
1										95.659 lbm
5	212623-CRAMP E-01		714430	STL	80W	PL	3/16	1"	1"	2.321 lbm
1	212623BA80	FRAME SIDE DUMP								3545.422 lbm
2	212623NA83	LATERAL STOPPER								1211 lbm
1	212623WA80	DUMP ASSEMBLY								8807.818 lbm
1	212623ZA80	GREASE PIVOT SYSTEM								2.873 lbm



SECTION C-C

DRAFTSMAN danfort	DATE 2021-12-07	REVISIONS	DATE	APPR.	DESS. MODIF.	CONTRAT	SCALE	MODIFICATIONS			BAR CODE
								DIR PO			
								DIM ±1/16			
								ANG ±1°			
DESC. SIDE DUMP DIMENSIONS:											PRODUCT 212623AA1



MATERIAL LIST

TOTAL WEIGHT: 10466,004 lbm

DRAFT: danifort DATE: 2021-12-07 NO ASS.: 212623AA1 NUMBER:

TITLE: SIDE DUMP

QTY	NO MANAC	DESCRIPTION	NO MAT	MAT	GRADE	TYPE	NOMINAL DIMENSION	LENGTH	WIDTH	WEIGHT
1										95.659 lbm
5	212623-CRAMP E-01		714430	STL	80W	PL	3/16	1"	1"	2.321 lbm
1	212623BA80	FRAME SIDE DUMP								3545.422 lbm
2	212623NA83	LATERAL STOPPER								12.111 lbm
1	212623WA80	DUMP ASSEMBLY								6807.918 lbm
1	212623ZA80	GREASE PIVOT SYSTEM								2.673 lbm

August 20, 2025

City of Douglas
Douglas City Hall
101 N. 4th Street
P.O. Box 1030
Douglas, Wyoming 82633

Attention: City Clerk

RE: Proposal in Response to Invitation to Bid, One New 2025 Side Dump Trailer – NOTICE OF EXCEPTIONS

Dear Sirs/Madams,

Aria Contracting Sales & Services, Inc. is making exceptions to the product specifications listed in Invitation to Bid, One New 2025 Side Dump Trailer.

The exceptions taken are as follows:

IV. TUB PIVOTS

1. SPECIFICATION: Minimum of Four (4) Pivot Points on Each Side of Tub
COMPLIANCE with Note

NOTE: Two (2) Pivot Points on each Side plus the Cylinders

2. SPECIFICATION: Self-aligning, Self-lubricated, Maintenance Free Bushings
NON-COMPLIANCE

EXCEPTION: Self-aligning not Self-lubricated, not Maintenance Free Bushings

3. SPECIFICATIONS: No Grease Zerks for Pivots

NON-COMPLIANCE

EXCEPTION: Grease Zerks with Easy Access Grease Points

4. SPECIFICATION: Plated Pivot Pins

NON-COMPLIANCE

EXCEPTION: Pivot Pins not Plated

X. FENDERS

2. SPECIFICATION: Flexible Mudflaps Front and Rear

NON-COMPLIANCE

EXCEPTION: Flexible Mudflaps Rear only

Aria Contracting Sales & Services, Inc. appreciates your consideration of this bid Proposal. Should

Notice of Exception – Proposal in Response to Invitation to Bid One New 2025 Side Dump Trailer1 | Page



Aria Contracting Sales & Services, Inc.
4155 Southwell Way
Sarasota, Florida 34241
Phone (866) 454-7573
Fax (941) 894-0515

you have any questions, require additional information or documentation, or would like clarification on any information provided in this bid Proposal, please contact Mrs. Kristen Homan by phone at 866-454-7573 ext. 404 or by emailing khoman@ariacss.com.

Thank you for this opportunity to bid.

Respectfully,

A handwritten signature in blue ink, appearing to read "Kristen Homan", with a long horizontal line extending to the right.

Kristen Homan



MANAC™ PRODUCTS

1-YEAR WARRANTY

Manac guarantees to the original purchaser, for a period of one (1) year following the in-service date that the purchased trailer (the "Equipment") will be free from defects in workmanship and materials. Notwithstanding the foregoing, the components, parts and accessories not manufactured by Manac but which are included or added to the Equipment are subject, as the case may be, to their manufacturer's warranties and Manac will provide no additional warranty in their regard. Manac makes no warranty, including legal warranty of quality, on components, parts and accessories subject to normal wear and tear, or damaged by corrosion. Manac shall not be responsible for damage to or loss of goods, loss of time or profits, or for any other charges or fees which may be incurred by reason of defects in the Equipment. Manac's sole obligation under this warranty shall be to repair, or, at its discretion, replace free of charge any defective components, parts and accessories covered by this warranty. WITH THE EXCEPTION OF ADDITIONAL DEGRESSIVE WARRANTY WHICH MAY APPLY TO A SPECIFIC PRODUCT, THE PRESENT LIMITED WARRANTY REPLACES ANY OTHER WARRANTY, EXPRESS OR IMPLIED AND MANAC SPECIFICALLY DISCLAIMS ANY OTHER WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Any defect must be reported to Manac in accordance with the policies and warranty procedures of Manac within five (5) days following the day it first appears, failing which the warranty will be void. Unless Manac otherwise provides its prior written consent, all repairs must be performed at a Manac parts and service center.

The present warranty does not apply if the Equipment has been subject to improper use, has not been properly maintained, has been involved in an accident or a collision, or has been repaired or modified without the prior consent of Manac. "Improper use" includes, without limitation: (i) use of the Equipment for purposes other than for which it has initially been designed, including without limitation failure to observe weight limits and to ensure proper use, as provided by Manac or applicable law, (ii) failure to observe the procedures, instructions, warnings, guidelines and operations manuals which apply to the Equipment, and (iii) failure to observe the industry standards and/or legal or regulatory requirements regarding loading, unloading and transportation of cargo, including without limitation loading and transportation of unlawful loads, loads which are not uniformly distributed, loads which are not properly wrapped if corrosive or loads which are not properly attached to avoid irregular or significant impacts.

This warranty applies only to the purchase of new Equipment and is not transferable.

WARRANTY REGISTRATION FORM

TO BE COMPLETED BY THE AUTHORIZED REPRESENTATIVE OF THE DEALER DELIVERING THE EQUIPMENT TO THE ORIGINAL PURCHASER.

Please send this form at the following toll-free fax number: **844-655-2642**

or send it by email at one of the following addresses:

United States: warranty.registration.us@manac.com

Canada: warranty.registration.ca@manac.com

Company/Owner : _____

First Name : _____ Last Name : _____

Address : _____

Postal Code : _____ State/Prov : _____ Country : _____

VIN Serial Number : _____ In Service Date : _____

Email : _____ Phone number : _____

Signature : _____



ALUMINUM END DUMPS

2-YEAR WARRANTY

Manac guarantees to the original purchaser, for a period of two (2) years following the in-service date, that the main structure of the purchased trailer (the "Equipment"), as manufactured by Manac, will be free from defects in workmanship and materials. Manac makes no warranty, including legal warranty of quality, on normal wear and tear or damages caused by corrosion. Manac shall not be responsible for damage to or loss of goods, loss of time or profits, or for any other charges or fees which may be incurred by reason of defects in the Equipment. Manac's sole obligation under this warranty shall be to repair, or, at its discretion, replace free of charge any defective parts covered by this warranty. WITH THE EXCEPTION OF THE ONE YEAR LIMITED WARRANTY WHICH APPLIES TO ALL MANAC PRODUCTS, THE PRESENT ADDITIONAL DEGRESSIVE WARRANTY REPLACES ANY OTHER WARRANTY, EXPRESS OR IMPLIED AND MANAC SPECIFICALLY DISCLAIMS ANY OTHER WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Any defect must be reported to Manac in accordance with the policies and warranty procedures of Manac within five (5) days following the day it first appears, failing which the present present warranty will be void. Unless Manac otherwise provides its prior written consent, all repairs must be performed at a Manac parts and service center.

The present warranty does not apply if the Equipment has been subject to improper use, has not been properly maintained, has been involved in an accident or a collision, or has been repaired or modified without the prior consent of Manac. "Improper use" includes, without limitation: (i) use of the Equipment for purposes other than for which it has initially been designed, including without limitation failure to observe weight limits and to ensure proper use, as provided by Manac or applicable law, (ii) failure to observe the procedures, instructions, warnings, guidelines and operations manuals which apply to the Equipment, and (iii) failure to observe the industry standards and/or legal or regulatory requirements regarding loading, unloading and transportation of cargo, including without limitation loading and transportation of unlawful loads, loads which are not uniformly distributed, loads which are not properly wrapped if corrosive or loads which are not properly attached to avoid irregular or significant impacts.

This warranty is only applicable on the purchase of new Equipment and is not transferable.

August 20, 2025

City of Douglas
Douglas City Hall
101 N. 4th Street
P.O. Box 1030
Douglas, Wyoming 82633
Attention: City Clerk

RE: Request to Replace Cover Letter and add Signed Addendum Number One to Proposal
Submitted in Response to Invitation to Bid, One New 2025 Side Dump Trailer

Dear Sirs/Madams,

Aria Contracting Sales & Services, Inc. submitted a Proposal in response to Invitation to Bid, One New 2025 Side Dump Trailer.

The purpose of this letter is to request that the Proposal submitted be amended due to the issuance of Addendum Number One that followed our submission by Fed-Ex.

Aria Contracting Sales & Services, Inc. kindly requests that the following changes are made to the Proposal originally submitted.

- Please remove the document titled, 'Cover Letter' of our original Proposal and insert the enclosed document titled 'Cover Letter' in replacement.
- Please add the enclosed document titled 'Addendum Number 1 dated August 14, 2025' to our original Proposal as the last page in the Proposal submission.

Should you have any questions, require additional information or documentation, or would like additional information regarding this request, please contact Mrs. Kristen Homan by phone at 866-454-7573 ext. 404 or by emailing khoman@ariacss.com.

Respectfully,

A handwritten signature in blue ink, appearing to read "Kristen Homan".

Kristen Homan

Enclosures:

- Cover Letter (Revised to include the Acknowledgment of Addendum Number One dated August 14, 2025)
- Addendum Number One (1) dated August 14, 2025 (Signed in Acknowledgment)



Aria Contracting Sales & Services, Inc.
4155 Southwell Way
Sarasota, Florida 34241
Phone (866) 454-7573
Fax (941) 894-0515

August 20, 2025

City of Douglas
Douglas City Hall
101 N. 4th Street
P.O. Box 1030
Douglas, Wyoming 82633
Attention: City Clerk

RE: Proposal in Response to Invitation to Bid, One New 2025 Side Dump Trailer - COVER LETTER

Dear Sirs/Madams,

Aria Contracting Sales & Services, Inc. is submitting this Proposal in response to Invitation to Bid, One New 2025 Side Dump Trailer. The equipment being offered in this Proposal is 2025; Manac; Semi-Trailer Steel Side Dump.

This Proposal includes the following items:

1. Cover Letter
2. Completed Bid Package Response
3. Specifications for the Equipment Offered
4. Drawings of the Equipment Offered
5. Notice of Exceptions
6. Manufacturer Warranty
7. Signed Acknowledgment of Addendum Number One dated August 14, 2025

The equipment offered in this Proposal by Aria Contracting, Sales & Services, Inc. complies with all specifications for the equipment bid with the exceptions as detailed in the document titled, "Notice of Exceptions," included within this Proposal.

Delivery of the equipment offered shall be made within 120 days ARO. Please note that shipping and delivery are included in the proposed price.

Aria Contracting Sales & Services, Inc. appreciates your consideration of this bid Proposal. Should you have any questions, require additional information or documentation, or would like clarification on any information provided in this bid Proposal, please contact Mrs. Kristen Homan by phone at 866-454-7573 ext. 404 or by emailing khoman@ariacss.com. Thank you for this opportunity to bid.

Respectfully,

A handwritten signature in blue ink, appearing to read "Kristen Homan", is written over the typed name.

Kristen Homan

TO THE BID DOCUMENTS
One New 2025 Side Dump Trailer

To All Planholders and/or Prospective Bidders:

The following changes, additions, and/or deletions are hereby made as part of the Bid Documents for the SPECIFICATIONS, BID INFORMATION AND FORMS, AND NOTICE OF AWARDS page of the One New 2025 Side Dump Trailer dated 7/24/2025, as fully and completely as if the same were fully set forth therein:

CITY OF DOUGLAS CALL FOR BIDS

- A. Change Section VIII Wheel And Tires, #1 – “Wheels: 8.25” (inch) x 22.5” (inch) Aluminum.”
- B. Change Section VIII Wheel And Tires, #2 – “Tires: 11R22.5”
- C. Change Bid Information And Forms – “Sealed bids will be received until **August 27th, 2025...**”
- D. Change Notice of Awards – “Publication Dates August 6th, August 13th, and August 20th, 2025.”

Sign, date and include this addendum with bid as acknowledgement of Addendum 1

Bidders signature


Vice President

Date 08.18.2025

ARIA CONTRACTING SALES & SERVICES, INC.



CITY OF DOUGLAS

Bid Specifications and Contract Documents for One New 2025 Side Dump Trailer

Douglas City Hall
101 N. 4th Street
PO Box 1030
Douglas, WY 82633

Public Works/ Douglas Landfill
420 W. Grant St.
Douglas, WY 82633

TABLE OF CONTENTS

Check if Included	Document Description
	1. Instructions to Bidders and Call for Bids (Legal Advertisement and Detailed Notice)
	2. Bid Information and Forms:
	a. Schedule of Prices
	b. Signature Page
	3. Notice of Award – Vehicles and Equipment
	4. Specifications

All items checked are in this packet.

End of Section

.....

Bidder Initials: ZC
Updated Form 12-2019, Page 2 of 12

CITY OF DOUGLAS
INSTRUCTIONS TO BIDDERS – EQUIPMENT AND VEHICLES
July 24, 2025

1. DEFINED TERMS

- A. The term “OWNER” means the City of Douglas, a municipal corporation, located at 101 North 4th Street, P.O. Box 1030, Douglas, Wyoming 82633.
- B. The term “BIDDER” means the individual person or company who submits a bid directly to the Owner and is distinct and separate from a sub-bidder, who submits a bid to a Bidder.
- C. The term “SUCCESSFUL BIDDER” means the lowest, qualified, responsible, and responsive Bidder who receives the project award based on the Owner's evaluation.
- D. The term “BIDDING DOCUMENTS” includes the instructions to bidders, the bid form (including bid schedule, if applicable), drawings, specifications, and all other proposed documents (including all addenda issued prior to receipt of bids, if applicable).

2. ADVERTISEMENT FOR BIDS

- A. Sealed bids for **One New 2025 Side Dump Trailer** will be received at Douglas City Hall, 101 N. 4th Street, until **2:30 PM** MST on **August 20th, 2025** and then will be publicly opened and read aloud. Any bids received after the specified date and time will not be accepted or considered. Approved bidding documents may be obtained at **101 N. 4TH St.**, or on the City of Douglas website at www.cityofdouglas.org under the “Bid Postings” tab. Each bid must be submitted on the bid form. Bids may be subject to the Wyoming Preference Act. Mail submitted bids to the City Clerk, City of Douglas, P.O. Box 1030, Douglas, WY 82633, or deliver to the City Clerk at 101 N. 4th Street, Douglas, WY. To perform public work, the successful Bidder and subcontractors, prior to contract award, shall hold or obtain such licenses as required by State Statutes and federal and local laws and regulations. The City of Douglas reserves the right to reject any and all bids, to waive as an informality any irregularities contained in a bid, and to accept the bid that serves the best interests of the City.

/s/ Sonya Ortega, City Clerk; Published: **August 6th and August 13th 2025**, Douglas Budget

Bidder Initials: ZC
Updated Form 12-2019, Page **3** of **12**

**CITY OF DOUGLAS
BID INFORMATION AND FORMS**

1. Sealed bids will be received until **August 20th, 2025** at the Office of the City Clerk and will be opened and publicly read aloud immediately thereafter in the Conference Room, City of Douglas, Wyoming, 101 North 4th Street, Douglas, Wyoming, for **One New 2025 Side Dump Trailer**. Demonstrative units will not be accepted or considered in the bid proposal.
2. Bid proposals delivered in person will be received **only** at the Office of the City Clerk. Bids received **after** the time fixed for bid reception **will not be considered**. All bids must be clearly marked **"One New 2025 Side Dump Trailer"** with the bidder's name and the time and date of the opening on the outside of the envelope. The City of Douglas reserves the right to reject any and all bids, to waive as an informality any irregularities contained in a bid, and to accept the bid that serves the best interests of the City.
3. Approved Specifications and Form of Contract Documents may be obtained **at City Hall 101 N. 4th ST. Douglas Wyoming 82633**, or on the City of Douglas website, www.cityofdouglas.org, under "Bid Postings/Related Documents" section.
4. Delivery will be accepted **120 days after notice**. (Free on Board) Douglas, Wyoming. Tax Exempt Certificate will be furnished by the City of Douglas.
5. Complete sets of bidding documents must be used in preparing bids; the Owner does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of bidding documents. The Owner, in making copies of bidding documents available on the above terms, do so only for the purpose of obtaining bids on the work and do not confer a license or grant for any other use.
6. The policy of the City of Douglas is to provide and afford equal treatment and service to all citizens and assure equal employment opportunity based on ability and fitness to all persons regardless of race, creed, national origin, sex, physical or mental disabilities or age. This policy shall apply to every aspect of employment practices, employee treatment and public contact. No qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs or activities of the City of Douglas, or be subjected to discrimination. Pursuant to the Americans with Disabilities Act, reasonable accommodation for persons with disabilities who wish to participate in these services, programs, or activities shall be made upon request to City of Douglas, ADA Coordinator Tony Tolstedt at Douglas City Hall, 101 North 4th Street, Douglas, Wyoming.
7. The City of Douglas hereby notifies all bidders that it will affirmatively ensure that pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, creed, color, sex, physical or mental disabilities, or national origin in consideration of an award.
8. The bidder shall indicate his compliance with a "Yes" or non-compliance with a "No" in each line-item specification. Where submitted literature does not support the meeting of these specifications,

Bidder Initials: *zc*

Updated Form 12-2019, Page 4 of 12

the bidder shall outline fully on company letterhead stationery the variation from specification. Any unit not conforming to the specifications will be rejected, and it will be the responsibility of the manufacturer to conform to the requirements, unless deviations have been cited by the bidder and acceptance is based upon the exceptions.

End of Section

.....

Bidder Initials: 2C
Updated Form 12-2019, Page 5 of 12

SCHEDULE OF PRICES

Company Name: Chaves Brothers Management, LLC.

Mailing Address: 300 SW 8th St. Boca Raton, FL 33432

to furnish equipment as specified to the City of Douglas, Wyoming, in accordance with specifications dated **July 24th, 2025**

BID ITEM DESCRIPTION

Year – Make – Model: 2025 Trail King TKSSD-40 Steel Side Dump Trailer	
Base Bid:	\$ 70,969.99
Option #1: (Describe) New 2025 Side Dump Trailer	\$ 0
Option #2: (Describe)	\$ 0
Less Trade-In (Describe)	-\$ N/A
Less Government Concessions:	-\$ Already Included
Total Bid Amount:	\$ 70,969.99

In addition to this proposal, the undersigned Bidder agrees to submit complete information, including specifications and descriptive literature to fully describe and illustrate the equipment, vehicle, and/or accessories offered. Bidder proposes to deliver equipment or vehicles in accordance with the schedule included in the Bid Information. The Bidder understands that the Owner allows a 5% preference to Wyoming residents and that Bids may be subject to the Wyoming Preference Act. The Bidder further attests that the specifications relating to the bid security are understood and the conditions set forth in said specifications are agreed upon.

Signature of Representative Responsible for Bid: 

Printed Name & Title of Signer: Zachery Chaves Managing Member

Company Name & Address of Bidder: Chaves Brothers Management, LLC.

300 SW 8th St. Boca Raton, FL 33432

(Proposal must be filled out, signed and submitted with the bid document)

End of Section

.....

Bidder Initials: ZC

Updated Form 12-2019, Page 6 of 12

SIGNATURE PAGE

IF BIDDER IS:

AN INDIVIDUAL

By: _____ doing business as: _____
(Name)

Address: _____ Phone: _____

A PARTNERSHIP

By: _____ (seal)
(Firm Name)

(General Partner)

Business Address: _____ Phone: _____

A CORPORATION

By: Chaves Brothers Management, LLC. of Florida
(Corporation Name) (State of Incorporation)

By:  Managing Member
(Signature) (Title)

ATTEST: _____ (Corporate Seal)

Business Address: _____ Phone: _____

A JOINT VENTURE

By: _____ Address: _____

By: _____ Address: _____

By: _____ Address: _____

By: _____ Address: _____

(Each member of the joint venture must sign; attach additional sheet if necessary.)

Bidder Initials: 2C
Updated Form 12-2019, Page 7 of 12

**CITY OF DOUGLAS, WYOMING
NOTICE OF AWARD
EQUIPMENT & VEHICLES**

Name of Company	Chaves Brothers Management, LLC.
Attention To	Zachery Chaves
Mailing Address	300 SW 8th St.
City/State/ZIP	Boca Raton, FL 33432

Project (as it appears on Bid documents)	One New 2025 side Dump Trailer
Contract Price	\$70,969.99

The Owner has considered the bid submitted by you for the above-described vehicle or equipment in response to its advertisement for bids dated **Publication Dates August 6th and August 13th, 2025**. You are hereby notified that your bid has been accepted for items in the amount of:

Year – Make – Model: 2025 Trail King TKSSD-40 Steel Side Dump Trailer	
Base Bid:	\$ 70,969.99
Option #1: (Describe) New 2025 Side Dump Trailer	\$ 0
Option #2: (Describe)	\$ 0
Less Trade-In (Describe)	-\$ N/A
Less Government Concessions:	-\$ Already Included
Total Bid Amount:	\$ 70,969.99

You are required, as set forth in the bid specifications, to execute any required documentation within ten (10) days from the date of this notice and return to the Owner. Failure to comply with these conditions within the time specified will entitle Owner to consider your bid in default, to annul this Notice of Award, and to declare your bid security forfeited.

Other conditions or precedents, if any:

--

Dated this ____ day of _____, 20__.

Bidder Initials: zc
Updated Form 12-2019, Page 8 of 12

CITY OF DOUGLAS, OWNER

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged.

By: _____
SIGNATURE

By: _____
SIGNATURE

Name/Title: J.D. Cox City Manager

Printed Name: _____

Title: _____

Please sign and send back to: City of Douglas, Attn: City Clerk
P.O. Box 1030, Douglas, WY 82633

End of Section

.....

Bidder Initials: zc

Updated Form 12-2019, Page 9 of 12

SPECIFICATIONS

Specifications are for **One New 2025 Side Dump Trailer**. These are the minimum specifications for this unit; you must meet or exceed these specifications. If indication "No" is marked to any specifications, you must provide on a separate sheet of paper an explanation of the item that you would supply in place of the specified item. Any item not marked may result in rejection of the bid.

SCOPE: The vehicle or equipment being specified will be assigned to the **City Of Douglas Landfill** and will be used within the City of Douglas as follows:

--

	Meets Specifications	Yes	No
I. DIMENSIONS			
1. Minimum Width 102" (inches)		X	
2. Minimum Tube Length 34' (feet)		X	
3. Maximum Length 41' (feet) 6" (inches)		X	
4. Other:			

	Meets Specifications	Yes	No
II. TUB CONSTRUCTION			
1. 1/4" AR-400 Steel			X
2. Smooth Rolled Tub w/no Linear Bends to form Tub		X	
3. No Center Divider		X	
4. Curb-side Steel Tub Extension		X	
5. Other:			

AR450

	Meets Specifications	Yes	No
III. FRAME CONSTRUCTION			
1. Beams MUST be Welded on Both Sides, Top and Bottom		X	
2. Two Speed Landing Legs		X	
3. 18" (inch) Kingpin Setback Dimension		X	
4. Other:			

	Meets Specifications	Yes	No
IV. TUB PIVOTS			
1. Minimum of Four (4) Pivot Points on Each Side of Tub		X	
2. Self-aligning, Self-lubricated, Maintenance Free Bushings		X	
3. No Grease Zerks for Pivots		X	
4. Plated Pivot Pins		X	
5. Other:			

Meets Specifications Yes No

Bidder Initials: ZC

Updated Form 12-2019, Page 10 of 12

V. HYDRAULICS		
1. Two (2) 5" (inch) Trunnion Mounted Hydraulic Cylinders	x	
2. 3,000 P.S.I Rated Hydraulic Components	x	
3. Proportional Flow Divider	x	
4. Electric/Hydraulic Directional Flow Control Valve	x	
5. Other:		

Meets Specifications			Yes	No
VI. SUSPENSION				
1. 23,000 lbs. (pounds) Per Axle, Air Ride Suspension			x	
2. Other:				

Meets Specifications			Yes	No
VII. AXLES				
1. Hub Piloted Grease Lube Axles			x	
2. Axle Beams Rated at 23,000 lbs. (pounds)			x	
3. Axle Spacing of 49" (inches)			x	
4. Minimum of Two (2) Axles			x	
5. Other:				
6.				

Meets Specifications			Yes	No
VIII. WHEELS AND TIRES				
1. Wheels: 12.25" (inch) x 22.5" (inch) Aluminum			x	
2. Tires: 385/65-R22.5 Wide Base Radial			x	
3. Other:				

Meets Specifications			Yes	No
IX. BRAKES				
1. 16.5 x 7" (inch) Cam Air Brakes			x	
2. 2S 1M Anti-lock Brake System			x	
3. Other:				

Meets Specifications			Yes	No
X. FENDERS				
1. Front and Rear Bolt-on Rubber Flexible Fenders			x	
2. Flexible Mudflaps Front and Rear			x	
3. Other:				

XI. LIGHTS				
1 LED Low-profile High Impact Lights			x	
2 Sealed Weathertight Wire Harness			x	
3 Other:				

Bidder Initials: 2C
Updated Form 12-2019, Page 11 of 12

XII. PAINT			
1. Tub: Black		X	
2. Frame: Black		X	
3. Other			

XIII. MISCELLANEOUS			
1. Full Manufacturer's Standard Warranty		X	
2. Dealer Order Form Showing All Equipment Being Bid		X	
3. Other			

Bidder Initials: ZK
Updated Form 12-2019, Page 12 of 12

TO THE BID DOCUMENTS
One New 2025 Side Dump Trailer

To All Planholders and/or Prospective Bidders:

The following changes, additions, and/or deletions are hereby made as part of the Bid Documents for the SPECIFICATIONS, BID INFORMATION AND FORMS, AND NOTICE OF AWARDS page of the One New 2025 Side Dump Trailer dated 7/24/2025, as fully and completely as if the same were fully set forth therein:

CITY OF DOUGLAS CALL FOR BIDS

- A. Change Section VIII Wheel And Tires, #1 – “Wheels: 8.25” (inch) x 22.5” (inch) Aluminum.”
- B. Change Section VIII Wheel And Tires, #2 – “Tires: 11R22.5”
- C. Change Bid Information And Forms – “Sealed bids will be received until **August 27th, 2025...**”
- D. Change Notice of Awards – “Publication Dates August 6th, August 13th, and August 20th, 2025.”

Sign, date and include this addendum with bid as acknowledgement of Addendum 1

Bidders signature



Date

8/22/25



TRAIL KING Industries, Inc.

300 East Norway
Mitchell, SD 57301

Ph: (800) 843-3324

Fax: (605) 995-6500

www.trailking.com

2130 3rd Ave. NW
West Fargo, ND, 58078

Ph: (800) 762-5557

Fax: (701) 282-3039

1200 Gehl Drive
Yankton, SD 57078

Ph: (605) 665-8415

Fax: (605) 665-0810

Ref: TKSSD-40 Steel Side Dump

**TKSSD-40 Steel Side Dump - 35' 11" Kingpin to Center of Last 18300-TKSSD-40_New

18300-Base

Item #	Category	Description	Weight (lbs)	Qty
18300	Materials Hauling	**TKSSD-40 Steel Side Dump - 35' 11" Kingpin to Center of Last Axle, 9' 10" Overall Height, 102" Overall Width, 39' 8" Overall Length, & 34' Tub Length; 21 Cu Yd Water Level, 28 Cu Yd Heaped	14,560	

18300-General - TKSSD-40

Item #	Category	Description	Weight (lbs)	Qty
08569	General - Misc	DOT Inspection		
18309	Fifth Wheel /	Drop In Replaceable Kingpin		
18396	Fifth Wheel /	48" 5th-wheel height		
18370	Landing Gear	Two-Speed (crank road side)		
17866	Paint	Zinc-rich Primer		
08024	Paint	S7203 Black with white decals		
18508	Paint	Red & white conspicuity markings		
18472	Document	Document Holder: 4-1/2" Round		

18300-Tub - TKSSD-40

Item #	Category	Description	Weight (lbs)	Qty
18310	Tub	Tub Sheets: 6mm Abrasion Resistant 450		
18509	Tub / Option	Remote grease lines for cylinder pins		
18311	Tub / Option	Trailer Mounted Directional Control Valve		



TRAIL KING Industries, Inc.

300 East Norway
Mitchell, SD 57301

Ph: (800) 843-3324

Fax: (605) 995-6500

www.trailking.com

2130 3rd Ave. NW
West Fargo, ND, 58078

Ph: (800) 762-5557

Fax: (701) 282-3039

1200 Gehl Drive
Yankton, SD 57078

Ph: (605) 665-8415

Fax: (605) 665-0810

18323	Pup Controls	No Pup Controls
18420	Tub / Option Controls	Cab Controls (Includes plug, 20' cable, & switches)
18317	Tub / Option	5" Hydraulic Cylinders
18373	Tarps	No Tarp
280471	Additional Options	280471 - TKSSD-48: Curb Side Bolt-on Side Extensions Extending to Match Slope of Opposite Peak Angle of 36 ft. Tub. Material to be .160 AR450 for All Tub Exposed Components.**Cannot Dump To Extension Side of Tub When in Place.**

18300-Suspension - TKSSD-40

Item #	Category	Description	Weight (lbs)	Qty
18329	Suspensions	Tandem Axle: (2) 23k Air Ride w/ Liquid Filled Pressure Gauge		
18343	Suspensions	49" / 50" Spacing		
18448	Axles	Standard Axle		
18458	Brakes / Air	2S1M / 2S2M Anti-Lock Brake System		
18449	Axles	20k Drum Brakes - Standard Life w/ 6" Autoslacks (per axle)		
18460	Hub / Drum	Steel Hub - Cast Drum (per axle)		
15051	Down Axle Wheels (inside)	8.25 x 22.5 10-hole machined (SP) aluminum wheel (per wheel) Accuride ILO Std 8.25 x 22.5 10-hole steel disc wheel	(120)	4
15052	Down Axle Wheels (outside)	8.25 x 22.5 10-hole polished (XP) aluminum wheel (per wheel) Accuride ILO Std 8.25 x 22.5 10-hole steel disc wheel	(120)	4
08673	Lift Axle	No Lift Axle		
08673	Lift Axle	No Lift Axle		
18801	Down Axle	RoadX 11R22.5 RH652 14 Ply Tire		8
08673	Lift Axle Tires	No Lift Axle		
18319	Push Block /	Heavy Duty Pushblock		
18364	Flaps, Mud	Plastic Front Fenders		
18467	Flaps, Mud	Rounded Plastic Rear Fenders		
18468	Flaps, Mud	Standard Mudflaps w/ Anti Sail Bracket		

18300-Electrical - TKSSD-40

Item #	Category	Description	Weight (lbs)	Qty
17159	Lights /	LED Lights w/ Midturn & Third Taillight		
18726	Lights /	Grote sealed electrical harness system		



TRAIL KING Industries, Inc.

300 East Norway
Mitchell, SD 57301
Ph: (800) 843-3324
Fax: (605) 995-6500
www.trailking.com

2130 3rd Ave. NW
West Fargo, ND, 58078
Ph: (800) 762-5557
Fax: (701) 282-3039

1200 Gehl Drive
Yankton, SD 57078
Ph: (605) 665-8415
Fax: (605) 665-0810



THE COMPLETE TRAILER LINE MANUFACTURER

TRAIL KING INDUSTRIES, INC. LIMITED WARRANTY POLICY

WARRANTY:

Trail King Industries, Inc. warrants that trailer model: _____, Serial number: _____ (herein-after referred to as "Equipment") manufactured by Trail King Industries will be free from defects in materials and workmanship, provided that the Equipment warranted hereunder is operated by the purchaser in accordance with the practices approved by Trail King Industries with loads not exceeding the manufacturer's rated capacities and with loads that are not abrasive or corrosive in nature.

Trail King Industries' sole obligation under this warranty shall be limited to repairing or replacing, at its option, in accordance with the schedule below, any defective part of the warranted Equipment, which shall be returned to Trail King Industries' factory location or authorized service facilities and then Trail King Industries' examination shall disclose to its satisfaction to have been defective; provided, however, that the purchaser notifies the Warranty Department immediately upon identification of defect, and such defective Equipment is returned by the purchaser to a Trail King Industries location authorized by the Warranty Department of Trail King Industries with transportation and freight charges prepaid within fifteen (15) days after discovery of defective conditions.

The customer shall not be required to deliver defective Equipment to Trail King Industries if the Equipment was destroyed as a result of defect covered in this warranty and the Trail King Industries Warranty Department is reasonably satisfied that the Equipment was defective at the time of the sale.

All labor and parts warranty must be authorized by Trail King Industries Warranty Manager. Failure to do so will result in no warranty payment of any kind.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES OF MATERIAL, WORKMANSHIP, DESIGN, APPLICATION OR OTHERWISE WITH RESPECT TO ANY EQUIPMENT, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF TRAIL KING INDUSTRIES.

Components supplied by other manufacturers shall be warranted under the following schedule:

I.	Axles, Suspensions, Landing Gear, Wheels, Rims, Hubs Hydraulic Valve Body	One Year 100%
II.	Air Lines, Springs, Air Bags, Leveling Valves, Bearings, Brake Valves, Paint, Oil Seals, Brake Drums, Shock Absorbers, Electrical, Cylinders, Hydraulic Hoses & Connections, Floor Plastic, Plastic Liners, Rubber Flashing	Six Months 100%
III.	Tires, Tubes and Engines	Warranty claims must be made directly to component suppliers
IV.	Wood Components	0%

Trail King Open Deck Series & Van Chassis (i.e. Medical Chassis)

Trail King Industries shall bear that portion of the cost of repairing or replacing the main beams, (The two beams running from front to back that both the upper coupler and the suspension are connected to) found to be defective under the following schedule: This excludes all parts that may be bolted, welded or otherwise attached to the main beams.

Year 1 - 100%	Year 2 - 75%	Year 3 - 50%	Year 4 - 25%	Year 5 - 25%
All other Trail King manufactured components			One Year 100%	

Trail King Dump Series:

Bottom Dump, Side Dump, Half Round Trailers, and Steel Tub End Dumps:	
All Trail King manufactured components	One Year 100%

(continued...)

TRAIL KING Industries, Inc. • P.O. Box 1084 • Mitchell, SD 57301-7084 USA • 800-843-3324 • Fax: 605-995-4727 • www.trailking.com

△ MATERIALS HAULING CONSTRUCTION

TRAIL KING



TKSSD

STEEL SIDE DUMP

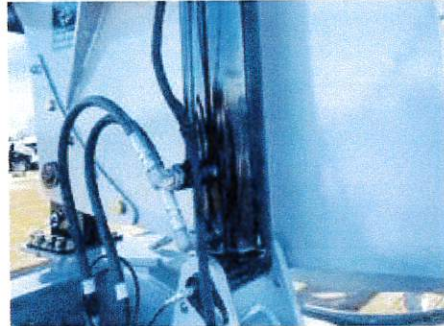


STANDARD FEATURES



Two-Piece Rolled Tub

The abrasion-resistant tub is constructed of two rolled pieces of 6mm Hardox 450. The round bottom delivers fast, clean dumping of the load away from the trailer, with no "carry back". The fewer weld seams, minimizes likelihood of cracking. This tub design results in weight savings.



5" Cylinders

5" bore, single-stage cylinders offer a smooth, fast dump cycle for faster cycle times. The single-stage cylinders are low maintenance. Two-pin mounting makes them easily removable if they need to be repaired or replaced.



One-Piece Fabricated I-Beam

Trail King I-beams are constructed of one-piece web and flange material. The result is a mainframe that is stronger, with less twisting and a significant improvement in stability.



Increased Stability

An additional center tub pivot provides a smoother dumping process with no wheel hop at the end of the dump cycle while maintaining a dump angle of 41 degrees.



Plastic Rounded Fenders

Rugged, flexible, impact-absorbent plastic rounded fenders (front and rear) shed falling debris to protect both the trailer and wheels. Improved tarp and truck fender clearance increases durability.



Control Kit

Trail King Side Dump trailers come standard with a trailer-mounted cab control kit. Consistent componentry makes maintenance easy between models and ensures long-term commitment.



TRAIL KING

STEEL SIDE DUMP

DESIGNED TO PERFORM ENGINEERED TO LAST.

The two-piece rolled design of Trail King's Steel Side Dump tub delivers a fast, stable unloading process ensuring materials are dumped further away and eliminating carry back. Main frame I-beams constructed of one-piece web and flange material, result in a trailer with the rugged strength and durability to stand up to your toughest loads. There is no limit to what this trailer can haul.



Popular Options

- Electric tarp systems
- Additional light packages
- Tarp safety switch
- Pintle Hitch

Find your nearest rep: www.TrailKing.com/find-a-rep

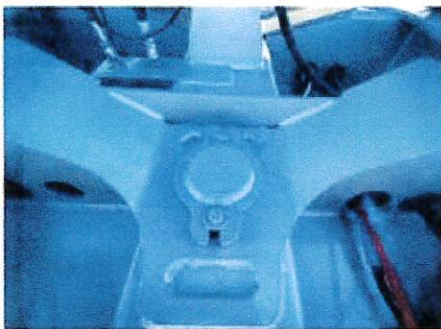
#LOOKFORTHETRIANGLES

[in](#) [@](#) [t](#) [f](#) [v](#) @trailkingind



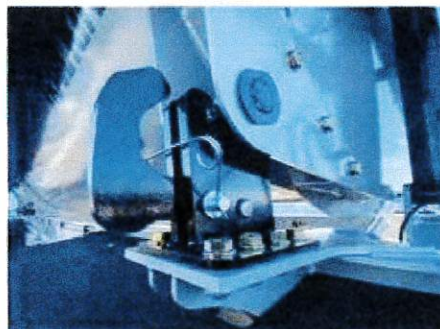
LOOKING FOR MORE?

Navigate to www.trailking.com, and click on the SOLUTIONS tab. Each product page includes specifications, video, literature, images, services information and our official color card.



Removable Kingpin

Standard drop-in removable kingpin, greaseless bushings, remote cylinder grease lines and bolt-on parts provide ease of maintenance.



Tub Pivots

Feature an extended alignment guide so the pivot bushing returns to sit perfectly in the pivot saddle. The larger bearing surfaces reduce wear and provide full contact with the pivot bar for a stronger, more secure lock down. All pivot points are mounted on full-width I-beam cross members for the most load-bearing strength.



New Tub Geometry

Drastically increases tub to truck clearance when dumping. Improves cycle stability, and provides better rear-view visibility and component protection.

STRONG & STABLE

TO STAND UP TO YOUR TOUGHEST LOADING & HAULING NEEDS

STANDARD EQUIPMENT:	TKSSD-202	TKSSD-302	TKSSD-362, 402	TKSSD-413, 433, 473	TKSSD-484	TKSSD-495
Design payload	30,000 lbs.	40,000 lbs.	60,000 lbs.	63,000 lbs.	66,000 lbs.	70,000 lbs.
Axles	2	2	2	3	4	5
Overall Length	20'2"	29'11"	35'11" - 39'8"	40'8" - 46'8"	47'8"	49'0"
Tub Length	18'	28'	34'	36'	36'	39'
Overall Height	9'10"	9'10"	9'10"	9'10"	9'11"	9'11"
Capacity (Water Level)	11 cu.yds.	17 cu. yds.	21 cu. yds.	22 cu. yds.	22 cu. yds.	24 cu. yds.
Capacity (Full)	15 cu.yds.	23 cu.yds.	28 cu.yds.	30 cu.yds.	30 cu.yds.	32 cu.yds.
KP to Center of Last Axle	15'11"	26'2"	32'2" - 35'11"	36'11" - 42'11"	43'11"	45'3"
Empty Weight +/- 3%	11,460 lbs.	12,745 lbs.	14,010 - 14,310	16,465 - 17,000 lbs.	18,226 lbs.	22,060 lbs.
Zinc-Rich Primer and polyurethane paint	X	X	X	X	X	X

STANDARD EQUIPMENT:

- Hardox 450 abrasion resistant tub
- 5" dia. hydraulic cylinders
- Air ride suspension
- 8.25 x 22.5 steel wheels
- Automatic slack adjusters with 16.5" x 7" air brakes
- 11R22.5 x 14 Radial tires
- Pin style landing gear
- Impact-absorbent plastic fenders - front and back
- Lightweight bolt in push block
- LED lights

PROTECT YOUR INVESTMENT COMPREHENSIVE SUPPORT UNMATCHED SERVICE



From financing a trailer, to a complete refurbishment at our Factory Service Center, Trail King is there to keep your team hauling, day in and day out. Our trusted network of dealers and certified experts are ready to assist you.

△ PARTS

KEEP YOUR TEAM HAULING. Instantly access over 10,000 on-hand parts and a variety of online tools. All Trail King Certified dealers, fleets, and service facilities can place same-day shipping orders for convenient and efficient ordering. Customers looking for more information can contact a local Trail King dealer or submit direct inquiries to parts@trailking.com.

△ REFURB

PROTECT YOUR INVESTMENT. Extend the life of your trailer and increase future resale value by restoring it through Trail King's factory refurbishment program. Customers can request a free estimate for comprehensive refurbishments or specified repairs by visiting trailking.com/refurb-service. Our expert technicians specialize in Trail King equipment, but we also welcome other trailer brands.

△ FINANCE

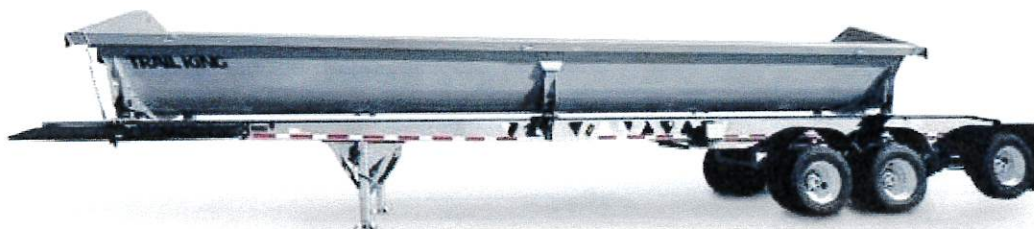
100% EQUIPMENT FINANCING! Competitive rates and flexible terms are designed to make a Trail King purchase affordable, convenient, and secure. Trail King's innovative payment program operates with an understanding of the changing demands businesses face. Our full suite of financing structures, including Loans, Finance Leases, and TRAC Leases, makes it easier than ever before to own a Trail King trailer.

TRAIL KING IS BUILDING SUCCESS.

Trail King Industries, Inc., headquartered in Mitchell, SD, is the leading manufacturer of open deck and materials hauling trailers for the asphalt paving, construction, commercial hauling, agriculture, and specialized transport industries.

Over the years, Trail King has always kept one thing a top priority, our customers' success. Our trailers are customized for unique challenges and together we can create a solution that is just right for your team.

We don't just build trailers. We design hauling solutions.



trailking.com / TKSSD

300 East Norway Ave. Mitchell, SD 57301 | 800-843-3324 | trailking.com

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CITY OF DOUGLAS

Bid Specifications and Contract Documents for One New 2025 Side Dump Trailer

Douglas City Hall
101 N. 4th Street
PO Box 1030
Douglas, WY 82633

Public Works/ Douglas Landfill
420 W. Grant St.
Douglas, WY 82633

TABLE OF CONTENTS

Check if Included	Document Description
	1. Instructions to Bidders and Call for Bids (Legal Advertisement and Detailed Notice)
	2. Bid Information and Forms:
	a. Schedule of Prices
	b. Signature Page
	3. Notice of Award – Vehicles and Equipment
	4. Specifications

All items checked are in this packet.

End of Section

.....

Bidder Initials: ZC
Updated Form 12-2019, Page 2 of 12

CITY OF DOUGLAS
INSTRUCTIONS TO BIDDERS – EQUIPMENT AND VEHICLES
July 24, 2025

1. DEFINED TERMS

- A. The term “OWNER” means the City of Douglas, a municipal corporation, located at 101 North 4th Street, P.O. Box 1030, Douglas, Wyoming 82633.
- B. The term “BIDDER” means the individual person or company who submits a bid directly to the Owner and is distinct and separate from a sub-bidder, who submits a bid to a Bidder.
- C. The term “SUCCESSFUL BIDDER” means the lowest, qualified, responsible, and responsive Bidder who receives the project award based on the Owner's evaluation.
- D. The term “BIDDING DOCUMENTS” includes the instructions to bidders, the bid form (including bid schedule, if applicable), drawings, specifications, and all other proposed documents (including all addenda issued prior to receipt of bids, if applicable).

2. ADVERTISEMENT FOR BIDS

- A. Sealed bids for **One New 2025 Side Dump Trailer** will be received at Douglas City Hall, 101 N. 4th Street, until **2:30 PM** MST on **August 20th, 2025** and then will be publicly opened and read aloud. Any bids received after the specified date and time will not be accepted or considered. Approved bidding documents may be obtained at **101 N. 4TH St.**, or on the City of Douglas website at www.cityofdouglas.org under the “Bid Postings” tab. Each bid must be submitted on the bid form. Bids may be subject to the Wyoming Preference Act. Mail submitted bids to the City Clerk, City of Douglas, P.O. Box 1030, Douglas, WY 82633, or deliver to the City Clerk at 101 N. 4th Street, Douglas, WY. To perform public work, the successful Bidder and subcontractors, prior to contract award, shall hold or obtain such licenses as required by State Statutes and federal and local laws and regulations. The City of Douglas reserves the right to reject any and all bids, to waive as an informality any irregularities contained in a bid, and to accept the bid that serves the best interests of the City.

/s/ Sonya Ortega, City Clerk; Published: **August 6th and August 13th 2025** , Douglas Budget

Bidder Initials: 2C
Updated Form 12-2019, Page 3 of 12

**CITY OF DOUGLAS
BID INFORMATION AND FORMS**

1. Sealed bids will be received until **August 20th, 2025** at the Office of the City Clerk and will be opened and publicly read aloud immediately thereafter in the Conference Room, City of Douglas, Wyoming, 101 North 4th Street, Douglas, Wyoming, for **One New 2025 Side Dump Trailer**. Demonstrative units will not be accepted or considered in the bid proposal.
2. Bid proposals delivered in person will be received **only** at the Office of the City Clerk. Bids received **after** the time fixed for bid reception **will not be considered**. All bids must be clearly marked **"One New 2025 Side Dump Trailer"** with the bidder's name and the time and date of the opening on the outside of the envelope. The City of Douglas reserves the right to reject any and all bids, to waive as an informality any irregularities contained in a bid, and to accept the bid that serves the best interests of the City.
3. Approved Specifications and Form of Contract Documents may be obtained **at City Hall 101 N. 4th ST. Douglas Wyoming 82633**, or on the City of Douglas website, www.cityofdouglas.org, under "Bid Postings/Related Documents" section.
4. Delivery will be accepted **120 days after notice**. (Free on Board) Douglas, Wyoming. Tax Exempt Certificate will be furnished by the City of Douglas.
5. Complete sets of bidding documents must be used in preparing bids; the Owner does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of bidding documents. The Owner, in making copies of bidding documents available on the above terms, do so only for the purpose of obtaining bids on the work and do not confer a license or grant for any other use.
6. The policy of the City of Douglas is to provide and afford equal treatment and service to all citizens and assure equal employment opportunity based on ability and fitness to all persons regardless of race, creed, national origin, sex, physical or mental disabilities or age. This policy shall apply to every aspect of employment practices, employee treatment and public contact. No qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs or activities of the City of Douglas, or be subjected to discrimination. Pursuant to the Americans with Disabilities Act, reasonable accommodation for persons with disabilities who wish to participate in these services, programs, or activities shall be made upon request to City of Douglas, ADA Coordinator Tony Tolstedt at Douglas City Hall, 101 North 4th Street, Douglas, Wyoming.
7. The City of Douglas hereby notifies all bidders that it will affirmatively ensure that pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, creed, color, sex, physical or mental disabilities, or national origin in consideration of an award.
8. The bidder shall indicate his compliance with a "Yes" or non-compliance with a "No" in each line-item specification. Where submitted literature does not support the meeting of these specifications,

Bidder Initials: ZC

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the bidder shall outline fully on company letterhead stationery the variation from specification. Any unit not conforming to the specifications will be rejected, and it will be the responsibility of the manufacturer to conform to the requirements, unless deviations have been cited by the bidder and acceptance is based upon the exceptions.

End of Section

.....

Bidder Initials: zc
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SCHEDULE OF PRICES

Company Name: Chaves Brothers Management, LLC.

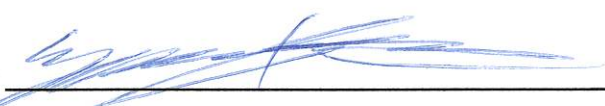
Mailing Address: 300 SW 8th ST. Boca Raton, FL 33432

to furnish equipment as specified to the City of Douglas, Wyoming, in accordance with specifications dated **July 24th, 2025**

BID ITEM DESCRIPTION

Year – Make – Model: <i>2025 Trail King TKSSD-40 steel side Dump Trailer</i>	
Base Bid:	\$ <i>70,969.99</i>
Option #1: (Describe) New 2025 Side Dump Trailer	\$ <i>0</i>
Option #2: (Describe)	\$ <i>0</i>
Less Trade-In (Describe)	-\$ <i>N/A</i>
Less Government Concessions:	-\$ <i>Included</i>
Total Bid Amount:	\$ <i>70,969.99</i>

In addition to this proposal, the undersigned Bidder agrees to submit complete information, including specifications and descriptive literature to fully describe and illustrate the equipment, vehicle, and/or accessories offered. Bidder proposes to deliver equipment or vehicles in accordance with the schedule included in the Bid Information. The Bidder understands that the Owner allows a 5% preference to Wyoming residents and that Bids may be subject to the Wyoming Preference Act. The Bidder further attests that the specifications relating to the bid security are understood and the conditions set forth in said specifications are agreed upon.

Signature of Representative Responsible for Bid: 

Printed Name & Title of Signer: Zachery Chaves Managing Member

Company Name & Address of Bidder: Chaves Brothers Management, LLC.

300 SW 8th St. Boca Raton, FL 33432

(Proposal must be filled out, signed and submitted with the bid document)

End of Section

Bidder Initials: *ZC*

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SIGNATURE PAGE

IF BIDDER IS:

AN INDIVIDUAL

By: _____ doing business as: _____
(Name)
Address: _____ Phone: _____

A PARTNERSHIP

By: _____ (seal)
(Firm Name)

(General Partner)
Business Address: _____ Phone: _____

A CORPORATION

By: Chaves Brothers Management, LLC. of Florida
(Corporation Name) (State of Incorporation)
By: _____ Managing Member
(Signature) (Title)
ATTEST: _____ (Corporate Seal)

Business Address: 300 SW 8th St.
Boca Raton, FL 33432
Phone: 973-975-5272

A JOINT VENTURE

By: _____ Address: _____
By: _____ Address: _____
By: _____ Address: _____
By: _____ Address: _____

(Each member of the joint venture must sign; attach additional sheet if necessary.)

Bidder Initials: 2C
Updated Form 12-2019, Page 7 of 12

**CITY OF DOUGLAS, WYOMING
NOTICE OF AWARD
EQUIPMENT & VEHICLES**

Name of Company	Chaves Brothers Management, LLC.
Attention To	Zachery Chaves
Mailing Address	300 SW 8th ST.
City/State/ZIP	Boca Raton, FL 33432

Project (as it appears on Bid documents)	One New 2025 Side Dump Trailer
Contract Price	\$70,969.99

The Owner has considered the bid submitted by you for the above-described vehicle or equipment in response to its advertisement for bids dated **Publication Dates August 6th and August 13th, 2025.** You are hereby notified that your bid has been accepted for items in the amount of:

Year – Make – Model: 2025 Trail King TKSSD-40 Steel Side Dump Trailer	
Base Bid:	\$ 70,969.99
Option #1: (Describe) New 2025 Side Dump Trailer	\$ 0
Option #2: (Describe)	\$ 0
Less Trade-In (Describe)	-\$ N/A
Less Government Concessions:	-\$ Already Included
Total Bid Amount:	\$ 70,969.99

You are required, as set forth in the bid specifications, to execute any required documentation within ten (10) days from the date of this notice and return to the Owner. Failure to comply with these conditions within the time specified will entitle Owner to consider your bid in default, to annul this Notice of Award, and to declare your bid security forfeited.

Other conditions or precedents, if any:

Dated this 11 day of August, 2025.

Bidder Initials: zc
Updated Form 12-2019, Page 8 of 12

CITY OF DOUGLAS, OWNER

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged.

By: _____
SIGNATURE

By: _____
SIGNATURE

Name/Title: J.D. Cox City Manager

Printed Name: _____

Title: _____

Please sign and send back to: City of Douglas, Attn: City Clerk
P.O. Box 1030, Douglas, WY 82633

End of Section

.....

Bidder Initials: 26

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SPECIFICATIONS

Specifications are for **One New 2025 Side Dump Trailer**. These are the minimum specifications for this unit; you must meet or exceed these specifications. If indication "No" is marked to any specifications, you must provide on a separate sheet of paper an explanation of the item that you would supply in place of the specified item. Any item not marked may result in rejection of the bid.

SCOPE: The vehicle or equipment being specified will be assigned to the **City Of Douglas Landfill** and will be used within the City of Douglas as follows:

--

	Meets Specifications	Yes	No
I. DIMENSIONS			
1. Minimum Width 102" (inches)		X	
2. Minimum Tube Length 34' (feet)		X	
3. Maximum Length 41' (feet) 6" (inches)		X	
4. Other:			

	Meets Specifications	Yes	No
II. TUB CONSTRUCTION			
1. 1/4" AR-400 Steel			X
2. Smooth Rolled Tub w/no Linear Bends to form Tub		X	
3. No Center Divider		X	
4. Curb-side Steel Tub Extension		X	
5. Other:			

AR 450

	Meets Specifications	Yes	No
III. FRAME CONSTRUCTION			
1. Beams MUST be Welded on Both Sides, Top and Bottom		X	
2. Two Speed Landing Legs		X	
3. 18" (inch) Kingpin Setback Dimension		X	
4. Other:			

	Meets Specifications	Yes	No
IV. TUB PIVOTS			
1. Minimum of Four (4) Pivot Points on Each Side of Tub		X	
2. Self-aligning, Self-lubricated, Maintenance Free Bushings		X	
3. No Grease Zerks for Pivots		X	
4. Plated Pivot Pins		X	
5. Other:			

Meets Specifications Yes No

Bidder Initials: 2C

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V. HYDRAULICS		
1. Two (2) 5" (inch) Trunnion Mounted Hydraulic Cylinders	x	
2. 3,000 P.S.I Rated Hydraulic Components	x	
3. Proportional Flow Divider	*	
4. Electric/Hydraulic Directional Flow Control Valve	x	
5. Other:		

*Please see attached specs.

	Meets Specifications	Yes	No
VI. SUSPENSION			
1. 23,000 lbs. (pounds) Per Axle, Air Ride Suspension		x	
2. Other:			

	Meets Specifications	Yes	No
VII. AXLES			
1. Hub Piloted Grease Lube Axles		x	
2. Axle Beams Rated at 23,000 lbs. (pounds)		x	
3. Axle Spacing of 49" (inches)		x	
4. Minimum of Two (2) Axles		x	
5. Other:			
6.			

	Meets Specifications	Yes	No
VIII. WHEELS AND TIRES			
1. Wheels: 12.25" (inch) x 22.5" (inch) Aluminum		x	
2. Tires: 385/65-R22.5 Wide Base Radial		x	
3. Other:			

	Meets Specifications	Yes	No
IX. BRAKES			
1. 16.5 x 7" (inch) Cam Air Brakes		x	
2. 2S 1M Anti-lock Brake System		x	
3. Other:			

	Meets Specifications	Yes	No
X. FENDERS			
1. Front and Rear Bolt-on Rubber Flexible Fenders		x	
2. Flexible Mudflaps Front and Rear		x	
3. Other:			

XI. LIGHTS		
1 LED Low-profile High Impact Lights	x	
2 Sealed Weathertight Wire Harness	x	
3 Other:		

Bidder Initials: 2C
Updated Form 12-2019, Page 11 of 12

XII. PAINT		
1. Tub: Black	X	
2. Frame: Black	X	
3. Other		

XIII. MISCELLANEOUS		
1. Full Manufacturer's Standard Warranty	X	
2. Dealer Order Form Showing All Equipment Being Bid	X	
3. Other		

Bidder Initials: 2C
Updated Form 12-2019, Page 12 of 12



TRAIL KING Industries, Inc.

300 East Norway
Mitchell, SD 57301

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Yankton, SD 57078

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Fax: (605) 665-0810

Ref: TKSSD-40 Steel Side Dump

****TKSSD-40 Steel Side Dump - 35' 11" Kingpin to Center of Last 18300-TKSSD-40_New**

18300-Base

Item #	Category	Description	Weight (lbs)	Qty
18300	Materials Hauling	**TKSSD-40 Steel Side Dump - 35' 11" Kingpin to Center of Last Axle, 9' 10" Overall Height, 102" Overall Width, 39' 8" Overall Length, & 34' Tub Length; 21 Cu Yd Water Level, 28 Cu Yd Heaped	14,560	

18300-General - TKSSD-40

Item #	Category	Description	Weight (lbs)	Qty
08569	General - Misc	DOT Inspection		
18309	Fifth Wheel /	Drop In Replaceable Kingpin		
18396	Fifth Wheel /	48" 5th-wheel height		
18370	Landing Gear	Two-Speed (crank road side)		
17866	Paint	Zinc-rich Primer		
08024	Paint	S7203 Black with white decals		
18508	Paint	Red & white conspicuity markings		
18472	Document	Document Holder: 4-1/2" Round		

18300-Tub - TKSSD-40

Item #	Category	Description	Weight (lbs)	Qty
18310	Tub	Tub Sheets: 6mm Abrasion Resistant 450		
18509	Tub / Option	Remote grease lines for cylinder pins		
18311	Tub / Option	Trailer Mounted Directional Control Valve		



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Mitchell, SD 57301

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Fax: (605) 665-0810

18323	Pup Controls	No Pup Controls
18420	Tub / Option Controls	Cab Controls (Includes plug, 20' cable, & switches)
18317	Tub / Option	5" Hydraulic Cylinders
18373	Tarps	No Tarp
280471	Additional Options	280471 - TKSSD-48: Curb Side Bolt-on Side Extensions Extending to Match Slope of Opposite Peak Angle of 36 ft. Tub. Material to be .160 AR450 for All Tub Exposed Components.**Cannot Dump To Extension Side of Tub When in Place.**

18300-Suspension - TKSSD-40

Item #	Category	Description	Weight (lbs)	Qty
18329	Suspensions	Tandem Axle: (2) 23k Air Ride w/ Liquid Filled Pressure Gauge		
18343	Suspensions	49" / 50" Spacing		
18448	Axles	Standard Axle		
18458	Brakes / Air	2S1M / 2S2M Anti-Lock Brake System		
18449	Axles	20k Drum Brakes - Standard Life w/ 6" Autoslacks (per axle)		
18460	Hub / Drum	Steel Hub - Cast Drum (per axle)		
15098	Down Axle Wheels	No Inside Wheel Required (outside wheels are Super Singles)		
15078	Down Axle Wheels (outside)	12.25 x 22.5 (XP) Polished - 4" Offset - Accuride (per wheel) ILO Std 8.25 x 22.5 10-hole steel disc wheel	(296)	4
08673	Lift Axle	No Lift Axle		
08673	Lift Axle	No Lift Axle		
18806	Down Axle Tires	Continental 385/65R22.5 HT3 20 Ply (per tire) ILO Std. 11R22.5 RoadX RH652 14 Ply		4
08673	Lift Axle Tires	No Lift Axle		
18319	Push Block /	Heavy Duty Pushblock		
18364	Flaps, Mud	Plastic Front Fenders		
18467	Flaps, Mud	Rounded Plastic Rear Fenders		
18468	Flaps, Mud	Standard Mudflaps w/ Anti Sail Bracket		

18300-Electrical - TKSSD-40

Item #	Category	Description	Weight (lbs)	Qty
17159	Lights /	LED Lights w/ Midturn & Third Taillight		
18726	Lights /	Grote sealed electrical harness system		



TRAIL KING Industries, Inc.

300 East Norway
Mitchell, SD 57301

Ph: (800) 843-3324

Fax: (605) 995-6500

www.trailking.com

2130 3rd Ave. NW
West Fargo, ND, 58078

Ph: (800) 762-5557

Fax: (701) 282-3039

1200 Gehl Drive
Yankton, SD 57078

Ph: (605) 665-8415

Fax: (605) 665-0810



THE COMPLETE TRAILER LINE MANUFACTURER

TRAIL KING INDUSTRIES, INC. LIMITED WARRANTY POLICY

WARRANTY:

Trail King Industries, Inc. warrants that trailer model: _____, Serial number: _____ (herein-after referred to as "Equipment") manufactured by Trail King Industries will be free from defects in materials and workmanship, provided that the Equipment warranted hereunder is operated by the purchaser in accordance with the practices approved by Trail King Industries with loads not exceeding the manufacturer's rated capacities and with loads that are not abrasive or corrosive in nature.

Trail King Industries' sole obligation under this warranty shall be limited to repairing or replacing, at its option, in accordance with the schedule below, any defective part of the warranted Equipment, which shall be returned to Trail King Industries' factory location or authorized service facilities and then Trail King Industries' examination shall disclose to its satisfaction to have been defective; provided, however, that the purchaser notifies the Warranty Department immediately upon identification of defect, and such defective Equipment is returned by the purchaser to a Trail King Industries location authorized by the Warranty Department of Trail King Industries with transportation and freight charges prepaid within fifteen (15) days after discovery of defective conditions.

The customer shall not be required to deliver defective Equipment to Trail King Industries if the Equipment was destroyed as a result of defect covered in this warranty and the Trail King Industries Warranty Department is reasonably satisfied that the Equipment was defective at the time of the sale.

All labor and parts warranty must be authorized by Trail King Industries Warranty Manager. Failure to do so will result in no warranty payment of any kind.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES OF MATERIAL, WORKMANSHIP, DESIGN, APPLICATION OR OTHERWISE WITH RESPECT TO ANY EQUIPMENT, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF TRAIL KING INDUSTRIES.

Components supplied by other manufacturers shall be warranted under the following schedule:

I.	Axles, Suspensions, Landing Gear, Wheels, Rims, Hubs Hydraulic Valve Body	One Year 100%
II.	Air Lines, Springs, Air Bags, Leveling Valves, Bearings, Brake Valves, Paint, Oil Seals, Brake Drums, Shock Absorbers, Electrical, Cylinders, Hydraulic Hoses & Connections, Floor Plastic, Plastic Liners, Rubber Flashing	Six Months 100%
III.	Tires, Tubes and Engines	Warranty claims must be made directly to component suppliers
IV.	Wood Components	0%

Trail King Open Deck Series & Van Chassis (i.e. Medical Chassis)

Trail King Industries shall bear that portion of the cost of repairing or replacing the main beams, (The two beams running from front to back that both the upper coupler and the suspension are connected to) found to be defective under the following schedule: This excludes all parts that may be bolted, welded or otherwise attached to the main beams.

Year 1 - 100%	Year 2 - 75%	Year 3 - 50%	Year 4 - 25%	Year 5 - 25%
All other Trail King manufactured components	One Year 100%			

Trail King Dump Series:

Bottom Dump, Side Dump, Half Round Trailers, and Steel Tub End Dumps:	
All Trail King manufactured components	One Year 100%

(continued...)

TRAIL KING Industries, Inc. • P.O. Box 1084 • Mitchell, SD 57301-7084 USA • 800-843-3324 • Fax: 605-998-4727 • www.trailking.com



TRAIL KING Industries, Inc.

300 East Norway
Mitchell, SD 57301

Ph: (800) 843-3324

Fax: (605) 995-6500

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1200 Gehl Drive
Yankton, SD 57078

Ph: (605) 665-8415

Fax: (605) 665-0810

(continued from front...)

Trail King Pneumatic Bulker Series:

All Trail King manufactured components
Frame, Struts, Vessel

One Year 100%

Year 1 – 100% Year 2 – 75% Year 3 – 50%

Trail King Live Bottom Series:

The period of warranty is set forth as follows

Construction Live Bottom Trailers, 5-Star Trailers, and Advantage Ag Trailers (Continuous Belt):

I. Gear box, Motor and Drive Shaft, and Individual Chain Strands Only
Year 1 – 100% Year 2 – 75% Year 3 – 50% Year 4 – 25% Year 5 – 25%

II. Trail King manufactured components. Year 1 100%
This excludes all hopper sheets. Year 2 75%

Aluminum Super Hi-Lite and Advantage Ag Trailers (Segmented Belt):

I. Chain, Gear box, Motor and Drive shaft. Year 1 100%

II. Components Manufactured by Trail King. Year 1 100%
Year 2 75%

All other warranties, if any, extended by the makers and suppliers of component parts, accessories, or other goods included in the manufacture of Trail King Industries' Equipment will be assigned, if contractually permitted, to the purchaser. This warranty excludes such parts or accessories which are not defective, but may wear out and have to be replaced during the warranty period, including, but not limited to, light bulbs, paint, brake lining, brake drums, wood pieces and equipment that has been repaired, replaced, or altered by someone other than TRAIL KING or one of its authorized dealers. (Tire Warranties are expressly excluded from Trail King Industries' warranty herein.) Purchaser is expected to pay all repairs or replacement costs, in connection with this Agreement, including sales and other taxes immediately upon completion of work performed.

LIMITATION OF LIABILITY: Trail King Industries shall not be liable to purchaser for any incidental or consequential damages suffered by the purchaser, including, but not limited to, any commercially reasonable charges, expenses or commissions incurred in connection with effecting cover or any other reasonable expense incident to the delay or other breach of warranty by Trail King Industries, any loss of or damage to any cargo loaded or shipped in or on Equipment, loss of anticipated profits, transportation expenses due to repairs, non-operation or increased expense of operation costs of purchased or replaced equipment, claim of customers, cost of money, any loss of use of capital or revenue, or for any special damage or loss of any nature arising at any time or from any cause whatsoever.

LIMITATION OF REMEDY: In the event of Trail King Industries' failure to repair the Equipment subject to the warranty contained herein, the purchaser's sole and exclusive remedy against Trail King Industries shall be for the repair or replacement of any defective part or parts of Equipment subject to work or repair within the time period and manner set forth herein. This exclusive remedy shall not be deemed to have failed of its essential purpose so long as Trail King is willing and able to repair or replace defective parts in the prescribed manner.

January 2011

△ MATERIALS HAULING CONSTRUCTION

TRAIL KING



TKSSD

STEEL SIDE DUMP

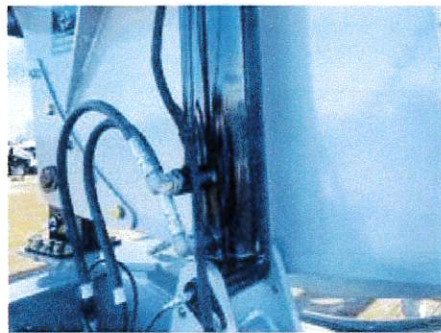


STANDARD FEATURES



Two-Piece Rolled Tub

The abrasion-resistant tub is constructed of two rolled pieces of 6mm Hardox 450. The round bottom delivers fast, clean dumping of the load away from the trailer, with no "carry back". The fewer weld seams, minimizes likelihood of cracking. This tub design results in weight savings.



5" Cylinders

5" bore, single-stage cylinders offer a smooth, fast dump cycle for faster cycle times. The single-stage cylinders are low maintenance. Two-pin mounting makes them easily removable if they need to be repaired or replaced.



One-Piece Fabricated I-Beam

Trail King I-beams are constructed of one-piece web and flange material. The result is a mainframe that is stronger, with less twisting and a significant improvement in stability.



Increased Stability

An additional center tub pivot provides a smoother dumping process with no wheel hop at the end of the dump cycle while maintaining a dump angle of 41 degrees.



Plastic Rounded Fenders

Rugged, flexible, impact-absorbent plastic rounded fenders (front and rear) shed falling debris to protect both the trailer and wheels. Improved tarp and truck fender clearance increases durability.



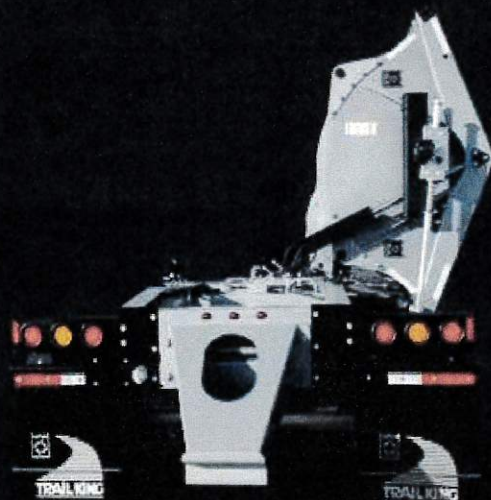
Control Kit

Trail King Side Dump trailers come standard with a trailer-mounted cab control kit. Consistent componentry makes maintenance easy between models and ensures long-term commitment.

TRAIL KING **STEEL SIDE DUMP**

DESIGNED TO PERFORM ENGINEERED TO LAST.

The two-piece rolled design of Trail King's Steel Side Dump tub delivers a fast, stable unloading process ensuring materials are dumped further away and eliminating carry back. Main frame I-beams constructed of one-piece web and flange material, result in a trailer with the rugged strength and durability to stand up to your toughest loads. There is no limit to what this trailer can haul.



Popular Options

- Electric tarp systems
- Additional light packages
- Tarp safety switch
- Pintle Hitch

Find your nearest rep: www.TrailKing.com/find-a-rep

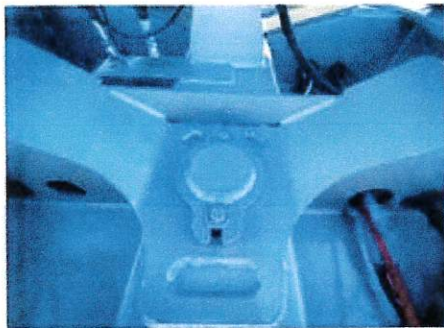
#LOOKFORTHETRIANGLES

     @trailkingind



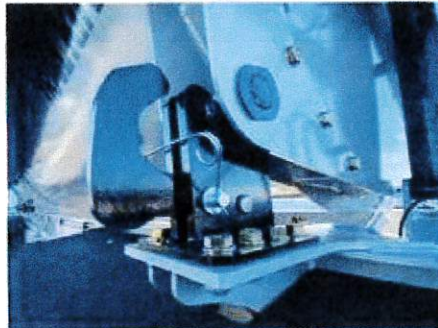
LOOKING FOR MORE?

Navigate to www.trailking.com, and click on the SOLUTIONS tab. Each product page includes specifications, video, literature, images, services information and our official color card.



Removable Kingpin

Standard drop-in removable kingpin, greaseless bushings, remote cylinder grease lines and bolt-on parts provide ease of maintenance.



Tub Pivots

Feature an extended alignment guide so the pivot bushing returns to sit perfectly in the pivot saddle. The larger bearing surfaces reduce wear and provide full contact with the pivot bar for a stronger, more secure lock down. All pivot points are mounted on full-width I-beam cross members for the most load-bearing strength.



New Tub Geometry

Drastically increases tub to truck clearance when dumping. Improves cycle stability, and provides better rear-view visibility and component protection.

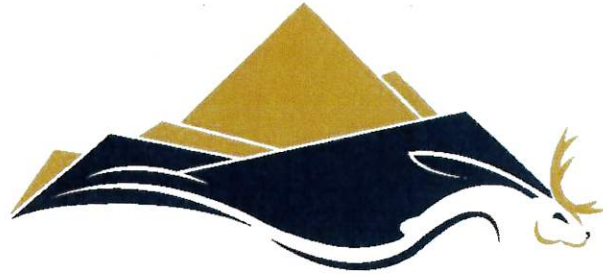
STRONG & STABLE

TO STAND UP TO YOUR TOUGHEST LOADING & HAULING NEEDS

STANDARD EQUIPMENT:	TKSSD-202	TKSSD-302	TKSSD-362, 402	TKSSD-413, 433, 473	TKSSD-484	TKSSD-495
Design payload	30,000 lbs.	40,000 lbs.	60,000 lbs.	63,000 lbs.	66,000 lbs.	70,000 lbs.
Axles	2	2	2	3	4	5
Overall Length	20'2"	29'11"	35'11" - 39'8"	40'8" - 46'8"	47'8"	49'0"
Tub Length	18'	28'	34'	36'	36'	39'
Overall Height	9'10"	9'10"	9'10"	9'10"	9'11"	9'11"
Capacity (Water Level)	11 cu.yds.	17 cu. yds.	21 cu. yds.	22 cu. yds.	22 cu. yds.	24 cu. yds.
Capacity (Full)	15 cu.yds.	23 cu.yds.	28 cu.yds.	30 cu.yds.	30 cu.yds.	32 cu.yds.
KP to Center of Last Axle	15'11"	26'2"	32'2" - 35'11"	36'11" - 42'11"	43'11"	45'3"
Empty Weight +/- 3%	11,460 lbs.	12,745 lbs.	14,010 - 14,310	16,465 - 17,000 lbs.	18,226 lbs.	22,060 lbs.
Zinc-Rich Primer and polyurethane paint	X	X	X	X	X	X

STANDARD EQUIPMENT:
• Hardox 450 abrasion resistant tub • 5" dia. hydraulic cylinders • Air ride suspension • 8.25 x 22.5 steel wheels • Automatic slack adjusters with 16.5" x 7" air brakes
• 11R22.5 x 14 Radial tires • Pin style landing gear • Impact-absorbent plastic fenders - front and back • Lightweight bolt in push block • LED lights

All specifications are subject to change without notice. Trailers pictured in this brochure may feature optional equipment.



CITY OF DOUGLAS

Bid Specifications and Contract Documents for One New 2025 Side Dump Trailer

Douglas City Hall
101 N. 4th Street
PO Box 1030
Douglas, WY 82633

Public Works/ Douglas Landfill
420 W. Grant St.
Douglas, WY 82633

TABLE OF CONTENTS

Check if Included	Document Description
	1. Instructions to Bidders and Call for Bids (Legal Advertisement and Detailed Notice)
	2. Bid Information and Forms:
	a. Schedule of Prices
	b. Signature Page
	3. Notice of Award – Vehicles and Equipment
	4. Specifications

All items checked are in this packet.

End of Section

Bidder Initials: SP
Updated Form 12-2019, Page 2 of 12

CITY OF DOUGLAS
INSTRUCTIONS TO BIDDERS – EQUIPMENT AND VEHICLES
July 24, 2025

1. DEFINED TERMS

- A. The term “OWNER” means the City of Douglas, a municipal corporation, located at 101 North 4th Street, P.O. Box 1030, Douglas, Wyoming 82633.
- B. The term “BIDDER” means the individual person or company who submits a bid directly to the Owner and is distinct and separate from a sub-bidder, who submits a bid to a Bidder.
- C. The term “SUCCESSFUL BIDDER” means the lowest, qualified, responsible, and responsive Bidder who receives the project award based on the Owner's evaluation.
- D. The term “BIDDING DOCUMENTS” includes the instructions to bidders, the bid form (including bid schedule, if applicable), drawings, specifications, and all other proposed documents (including all addenda issued prior to receipt of bids, if applicable).

2. ADVERTISEMENT FOR BIDS

- A. Sealed bids for **One New 2025 Side Dump Trailer** will be received at Douglas City Hall, 101 N. 4th Street, until **2:30 PM** MST on **August 20th, 2025** and then will be publicly opened and read aloud. Any bids received after the specified date and time will not be accepted or considered. Approved bidding documents may be obtained at **101 N. 4TH St.**, or on the City of Douglas website at www.cityofdouglas.org under the “Bid Postings” tab. Each bid must be submitted on the bid form. Bids may be subject to the Wyoming Preference Act. Mail submitted bids to the City Clerk, City of Douglas, P.O. Box 1030, Douglas, WY 82633, or deliver to the City Clerk at 101 N. 4th Street, Douglas, WY. To perform public work, the successful Bidder and subcontractors, prior to contract award, shall hold or obtain such licenses as required by State Statutes and federal and local laws and regulations. The City of Douglas reserves the right to reject any and all bids, to waive as an informality any irregularities contained in a bid, and to accept the bid that serves the best interests of the City.

/s/ Sonya Ortega, City Clerk; Published: **August 6th and August 13th 2025**, Douglas Budget

Bidder Initials: SD
Updated Form 12-2019, Page 3 of 12

**CITY OF DOUGLAS
BID INFORMATION AND FORMS**

1. Sealed bids will be received until **August 20th, 2025** at the Office of the City Clerk and will be opened and publicly read aloud immediately thereafter in the Conference Room, City of Douglas, Wyoming, 101 North 4th Street, Douglas, Wyoming, for **One New 2025 Side Dump Trailer**. Demonstrative units will not be accepted or considered in the bid proposal.
2. Bid proposals delivered in person will be received **only** at the Office of the City Clerk. Bids received **after the time fixed for bid reception will not be considered**. All bids must be clearly marked **"One New 2025 Side Dump Trailer"** with the bidder's name and the time and date of the opening on the outside of the envelope. The City of Douglas reserves the right to reject any and all bids, to waive as an informality any irregularities contained in a bid, and to accept the bid that serves the best interests of the City.
3. Approved Specifications and Form of Contract Documents may be obtained **at City Hall 101 N. 4th ST. Douglas Wyoming 82633**, or on the City of Douglas website, www.cityofdouglas.org, under "Bid Postings/Related Documents" section.
4. Delivery will be accepted **120 days after notice**. (Free on Board) Douglas, Wyoming. Tax Exempt Certificate will be furnished by the City of Douglas.
5. Complete sets of bidding documents must be used in preparing bids; the Owner does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of bidding documents. The Owner, in making copies of bidding documents available on the above terms, do so only for the purpose of obtaining bids on the work and do not confer a license or grant for any other use.
6. The policy of the City of Douglas is to provide and afford equal treatment and service to all citizens and assure equal employment opportunity based on ability and fitness to all persons regardless of race, creed, national origin, sex, physical or mental disabilities or age. This policy shall apply to every aspect of employment practices, employee treatment and public contact. No qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs or activities of the City of Douglas, or be subjected to discrimination. Pursuant to the Americans with Disabilities Act, reasonable accommodation for persons with disabilities who wish to participate in these services, programs, or activities shall be made upon request to City of Douglas, ADA Coordinator Tony Tolstedt at Douglas City Hall, 101 North 4th Street, Douglas, Wyoming.
7. The City of Douglas hereby notifies all bidders that it will affirmatively ensure that pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, creed, color, sex, physical or mental disabilities, or national origin in consideration of an award.
8. The bidder shall indicate his compliance with a "Yes" or non-compliance with a "No" in each line-item specification. Where submitted literature does not support the meeting of these specifications,

Bidder Initials: AD

Updated Form 12-2019, Page 4 of 12

the bidder shall outline fully on company letterhead stationery the variation from specification. Any unit not conforming to the specifications will be rejected, and it will be the responsibility of the manufacturer to conform to the requirements, unless deviations have been cited by the bidder and acceptance is based upon the exceptions.

End of Section

Bidder Initials: JP

Updated Form 12-2019, Page 5 of 12

SCHEDULE OF PRICES

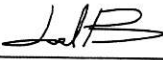
Company Name: Diesel Depot

Mailing Address: PO Box 730 Aberdeen, ID 83210
to furnish equipment as specified to the City of Douglas, Wyoming, in accordance with specifications dated **July 24th, 2025**

BID ITEM DESCRIPTION

Year – Make – Model: 2026 SmithCo SX2-40-34	
Base Bid:	\$
Option #1: (Describe) New 2025 Side Dump Trailer	\$ 63737.00
Option #2: (Describe)	\$
Less Trade-In (Describe)	-\$
Less Government Concessions:	-\$
Total Bid Amount:	\$ 63,737.00

In addition to this proposal, the undersigned Bidder agrees to submit complete information, including specifications and descriptive literature to fully describe and illustrate the equipment, vehicle, and/or accessories offered. Bidder proposes to deliver equipment or vehicles in accordance with the schedule included in the Bid Information. The Bidder understands that the Owner allows a 5% preference to Wyoming residents and that Bids may be subject to the Wyoming Preference Act. The Bidder further attests that the specifications relating to the bid security are understood and the conditions set forth in said specifications are agreed upon.

Signature of Representative Responsible for Bid: 

Printed Name & Title of Signer: Joel Pascoe- Sales Agent

Company Name & Address of Bidder: Diesel Depot PO Box 730 Aberdeen, ID 83210

(Proposal must be filled out, signed and submitted with the bid document)

End of Section

.....

Bidder Initials: 

Updated Form 12-2019, Page 6 of 12

SIGNATURE PAGE

IF BIDDER IS:

AN INDIVIDUAL

By: _____ doing business as: _____
(Name)
Address: _____ Phone: _____

A PARTNERSHIP

By: _____ (seal)
(Firm Name)

(General Partner)
Business Address: _____ Phone: _____

A CORPORATION

By: K Boys Inc. dba: Diesel Depot of Idaho
(Corporation Name) (State of Incorporation)
By:  Sales Agent
(Signature) (Title)
ATTEST:  (Corporate Seal)
Business Address: 1944 S. 2800 W. Phone: 208-397-4138
Aberdeen, ID 83210

A JOINT VENTURE

By: _____ Address: _____
By: _____ Address: _____
By: _____ Address: _____
By: _____ Address: _____

(Each member of the joint venture must sign; attach additional sheet if necessary.)

Bidder Initials: 
Updated Form 12-2019, Page 7 of 12

**CITY OF DOUGLAS, WYOMING
NOTICE OF AWARD
EQUIPMENT & VEHICLES**

Name of Company	
Attention To	
Mailing Address	
City/State/ZIP	

Project (as it appears on Bid documents)	
Contract Price	

The Owner has considered the bid submitted by you for the above-described vehicle or equipment in response to its advertisement for bids dated **Publication Dates August 6th and August 13th, 2025**. You are hereby notified that your bid has been accepted for items in the amount of:

Year – Make – Model:	
Base Bid:	\$
Option #1: (Describe) New 2025 Side Dump Trailer	\$
Option #2: (Describe)	\$
Less Trade-In (Describe)	-\$
Less Government Concessions:	-\$
Total Bid Amount:	\$

You are required, as set forth in the bid specifications, to execute any required documentation within ten (10) days from the date of this notice and return to the Owner. Failure to comply with these conditions within the time specified will entitle Owner to consider your bid in default, to annul this Notice of Award, and to declare your bid security forfeited.

Other conditions or precedents, if any:

--

Dated this ____ day of _____, 20__.

Bidder Initials: SP
Updated Form 12-2019, Page 8 of 12

CITY OF DOUGLAS, OWNER

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged.

By: _____
SIGNATURE

By: _____
SIGNATURE

Name/Title: J.D. Cox City Manager

Printed Name: _____

Title: _____

Please sign and send back to: City of Douglas, Attn: City Clerk
P.O. Box 1030, Douglas, WY 82633

End of Section

Bidder Initials: JD

Updated Form 12-2019, Page 9 of 12

SPECIFICATIONS

Specifications are for **One New 2025 Side Dump Trailer**. These are the minimum specifications for this unit; you must meet or exceed these specifications. If indication "No" is marked to any specifications, you must provide on a separate sheet of paper an explanation of the item that you would supply in place of the specified item. Any item not marked may result in rejection of the bid.

SCOPE: The vehicle or equipment being specified will be assigned to the **City Of Douglas Landfill** and will be used within the City of Douglas as follows:

--

	Meets Specifications	Yes	No
I. DIMENSIONS			
1. Minimum Width 102" (inches)		X	
2. Minimum Tube Length 34' (feet)		X	
3. Maximum Length 41' (feet) 6" (inches)		X	
4. Other:			

	Meets Specifications	Yes	No
II. TUB CONSTRUCTION			
1. 1/4" AR-400 Steel		X	
2. Smooth Rolled Tub w/no Linear Bends to form Tub		X	
3. No Center Divider		X	
4. Curb-side Steel Tub Extension		X	
5. Other:			

	Meets Specifications	Yes	No
III. FRAME CONSTRUCTION			
1. Beams MUST be Welded on Both Sides, Top and Bottom		X	
2. Two Speed Landing Legs		X	
3. 18" (inch) Kingpin Setback Dimension		X	
4. Other:			

	Meets Specifications	Yes	No
IV. TUB PIVOTS			
1. Minimum of Four (4) Pivot Points on Each Side of Tub			X
2. Self-aligning, Self-lubricated, Maintenance Free Bushings		X	
3. No Grease Zerks for Pivots		X	
4. Plated Pivot Pins		X	
5. Other: SmithCo engineered design of 2 pivot points per side		X	

Meets Specifications Yes No

Bidder Initials: JD

Updated Form 12-2019, Page 10 of 12

V. HYDRAULICS		
1. Two (2) 5" (inch) Trunnion Mounted Hydraulic Cylinders	X	
2. 3,000 P.S.I Rated Hydraulic Components	X	
3. Proportional Flow Divider	X	
4. Electric/Hydraulic Directional Flow Control Valve	X	
5. Other:		

Meets Specifications		Yes	No
VI. SUSPENSION			
1. 23,000 lbs. (pounds) Per Axle, Air Ride Suspension		X	
2. Other:			

Meets Specifications		Yes	No
VII. AXLES			
1. Hub Piloted Grease Lube Axles		X	
2. Axle Beams Rated at 23,000 lbs. (pounds)		X	
3. Axle Spacing of 49" (inches)		X	
4. Minimum of Two (2) Axles		X	
5. Other:			
6.			

Meets Specifications		Yes	No
VIII. WHEELS AND TIRES			
1. Wheels: 12.25" (inch) x 22.5" (inch) Aluminum		X	
2. Tires: 385/65-R22.5 Wide Base Radial			X
3. Other: SmithCo recommendation of dual 11R22.5 tires w/steel inners		X	

Meets Specifications		Yes	No
IX. BRAKES			
1. 16.5 x 7" (inch) Cam Air Brakes		X	
2. 2S 1M Anti-lock Brake System		X	
3. Other:			

Meets Specifications		Yes	No
X. FENDERS			
1. Front and Rear Bolt-on Rubber Flexible Fenders		X	
2. Flexible Mudflaps Front and Rear		X	
3. Other:			

XI. LIGHTS		
1 LED Low-profile High Impact Lights	X	
2 Sealed Weathertight Wire Harness	X	
3 Other:		

Bidder Initials: SP
Updated Form 12-2019, Page 11 of 12

XII. PAINT		
1. Tub; Black	X	
2. Frame; Black	X	
3. Other		

XIII. MISCELLANEOUS		
1. Full Manufacturer's Standard Warranty	X	
2. Dealer Order Form Showing All Equipment Being Bid	X	
3. Other		

Bidder Initials: LD
Updated Form 12-2019, Page 12 of 12



1944 S. 2800 W. - P.O. Box 730 - Aberdeen, ID 83210
Phone (208) 397-4138 FAX (208) 397-4139

One New 2026 Side Dump Trailer

Specification changes:

Page 10, Section IV., Line 1.;

Manufacturer SmithCo engineering design is for 2 pivot points per side

Page 11, Section VIII., Line 2.;

Manufacturer SmithCo engineers recommendation on 11R22.5 tires on dual wheels to create more stability when dumping trailer on uneven ground with high center of gravity due to side extensions and 2 axle trailer

		Diesel Depot 1944 S. 2800 W. PO Box 730 Aberdeen, ID 83210 208-397-4138		Phone: 208-397-4138 Cell: 208-251-8055 Fax: 208-397-4139 Website: www.diesel-depot.com															
Quote #	DD0387Q-1	Est. Completion Date:	60-90 DAYS	QUOTE IS GOOD FOR 30 DAYS															
Date:	8/12/2025			Salesman: Joel Pascoe															
Customer:	City of Douglas			Cell #: 208-251-8055															
Address:	101 N. 4th St.	Douglas	WY	82633															
Contact:				Customer: CITY OF DOUGLAS															
Phone:				Terms: N30															
Email:				FOB: Douglas, WY															
				Email: joel@diesel-depot.com															
Model	SX2-4034 Tandem axle																		
	102" wide																		
Tub Length	34'																		
Tub Volume:	34' SX - Water level - 23.0 cubic yards																		
	34' SX - Heaped - 31.0 cubic yards																		
	34' SX - 24" side extensions - 39.8 cubic yards																		
Frame length	40'																		
Tub Style	Round Bottom																		
Tub Sides	1/4" AR450																		
Tub Floor	1/4" AR450																		
Tub Dividers	0																		
Dolly Legs	Binkley 2 speed																		
Hydraulics	5" Cylinders																		
VOT	Hydraulic control valve on trailer (Electric/hydraulic)																		
ABS-Axles	25k	1																	
Non-ABS Axles	25k	1																	
Suspension	Ridewell RW260 airride																		
Lift Axle	None																		
Axle Track	77.5"																		
Axle Spacing	49"																		
Hubs	Duralite-STD																		
Brakes	16-1/2" x 7"																		
Drums	Cast Steel																		
Wheel Style	Hub Piloted U/M																		
Wheel Type	(4) Steel 8.25x22.5, (4) Alum. 8.25x22.5																		
Tires	(8) Double Coin RR99 11R22.5																		
Fenders	Plastic, replaceable, bolt-on over axles																		
Tub Paint #	Black, gray or white																		
Frame Paint #	Black																		
Tarp Brand	None																		
Tarp Type	None																		
Lock Out Switch	None																		
24" side extensions																			
Counter balance valve																			
Due to the volatility in steel & component costs, SmithCo reserves the right to adjust trailer pricing up to 45 days prior to start of production. Customer to receive notification if pricing adjustment is required.																			
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Trailers must be picked up no more than 30 days after actual completion date or expected completion date, whichever is later. Trailers left longer than 30 days may incur a storage fee of \$250/month. Any trailers left more than 90 days may no longer be held for the customer at our sole discretion.																			
Customer acknowledges receipt of the SMITHCO MANUFACTURING WARRANTY provided herewith. The terms and conditions of such express warranty, as well as of the Owner's Manual to be provided with the trailer, are incorporated into and made a part of the Customer's Purchase and this agreement.																			
SIGNATURE: _____ DATE: _____																			
SMITHCO SHALL NOT, UNDER ANY CIRCUMSTANCES, BE HELD LIABLE FOR THE CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, INCLUDING WITHOUT LIMITATIONS ANY LOST PROFITS, FOR ANY BREACH OF THIS AGREEMENT, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (E.G., CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. IN NO EVENT SHALL SMITHCO'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER BASED ON BREACH OF CONTRACT, TORT, (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID TO SMITHCO UNDER THIS AGREEMENT.																			

30902 C38
PO BOX 932
LEMARS, IA 51031

712 -546 -4409
800-779-8099
FAX 712-546-6008
sidedump.com



This is to certify that SMITHCO MANUFACTURING, INC. warrants each new side dump hauler manufactured by us to be free from structural defects in material and workmanship, as originally manufactured and delivered by us, under normal use and service and with loads not exceeding the manufacturer's rated capacity, for a period of twelve (12) months from delivery of the product to the original customer. Our obligation under this warranty is limited to repairing or replacing, in our sole discretion, any part (or parts) that is returned to us during the term of this warranty and that, following our examination, we determine to have been defective.

This warranty does not apply to any components or accessories, such as tires or tarps, that were purchased from other manufacturers to be installed on this product and which may be covered under their own manufacturer's warranty. This warranty also shall not apply to any Product that has been repaired or altered outside of SMITHCO's factory in such a manner as to (in SMITHCO's sole judgment) affect its stability or reliability or to have materially altered the Product or the performance manufactured by SMITHCO. Finally, this warranty shall not apply to any Product that has been, in SMITHCO's sole judgment, subject to misuse, negligence, or accident.

To exercise any right under this warranty, you must return any part (or parts) that you believe to be defective to us with transportation charges prepaid by the customer within twelve (12) months from delivery of the product to the original customer. Upon receipt of such part (or parts), we will examine such part and, if we determine it to be defective, will repair or replace such part.

THIS WARRANTY SHALL BE THE SOLE AND EXCLUSIVE WARRANTY OF ANY KIND PROVIDED BY SMITHCO AND IS EXPRESSLY PROVIDED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED. EXCEPT FOR THIS WARRANTY, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, PROVIDED BY SMITHCO WITH RESPECT TO THIS PRODUCT.



CITY OF DOUGLAS

Bid Specifications and Contract Documents for One New 2025 Side Dump Trailer

Douglas City Hall
101 N. 4th Street
PO Box 1030
Douglas, WY 82633

Public Works/ Douglas Landfill
420 W. Grant St.
Douglas, WY 82633

TABLE OF CONTENTS

Check if Included	Document Description
	1. Instructions to Bidders and Call for Bids (Legal Advertisement and Detailed Notice)
	2. Bid Information and Forms:
	a. Schedule of Prices
	b. Signature Page
	3. Notice of Award – Vehicles and Equipment
	4. Specifications

All items checked are in this packet.

End of Section

.....

Bidder Initials: AD

Updated Form 12-2019, Page 2 of 12

CITY OF DOUGLAS
INSTRUCTIONS TO BIDDERS – EQUIPMENT AND VEHICLES

July 24, 2025

1. DEFINED TERMS

- A. The term “OWNER” means the City of Douglas, a municipal corporation, located at 101 North 4th Street, P.O. Box 1030, Douglas, Wyoming 82633.
- B. The term “BIDDER” means the individual person or company who submits a bid directly to the Owner and is distinct and separate from a sub-bidder, who submits a bid to a Bidder.
- C. The term “SUCCESSFUL BIDDER” means the lowest, qualified, responsible, and responsive Bidder who receives the project award based on the Owner's evaluation.
- D. The term “BIDDING DOCUMENTS” includes the instructions to bidders, the bid form (including bid schedule, if applicable), drawings, specifications, and all other proposed documents (including all addenda issued prior to receipt of bids, if applicable).

2. ADVERTISEMENT FOR BIDS

- A. Sealed bids for **One New 2025 Side Dump Trailer** will be received at Douglas City Hall, 101 N. 4th Street, until **2:30 PM** MST on **August 20th, 2025** and then will be publicly opened and read aloud. Any bids received after the specified date and time will not be accepted or considered. Approved bidding documents may be obtained at **101 N. 4TH St.**, or on the City of Douglas website at www.cityofdouglas.org under the “Bid Postings” tab. Each bid must be submitted on the bid form. Bids may be subject to the Wyoming Preference Act. Mail submitted bids to the City Clerk, City of Douglas, P.O. Box 1030, Douglas, WY 82633, or deliver to the City Clerk at 101 N. 4th Street, Douglas, WY. To perform public work, the successful Bidder and subcontractors, prior to contract award, shall hold or obtain such licenses as required by State Statutes and federal and local laws and regulations. The City of Douglas reserves the right to reject any and all bids, to waive as an informality any irregularities contained in a bid, and to accept the bid that serves the best interests of the City.

/s/ Sonya Ortega, City Clerk; Published: **August 6th and August 13th 2025** , Douglas Budget

Bidder Initials: SD

Updated Form 12-2019, Page 3 of 12

**CITY OF DOUGLAS
BID INFORMATION AND FORMS**

1. Sealed bids will be received until **August 20th, 2025** at the Office of the City Clerk and will be opened and publicly read aloud immediately thereafter in the Conference Room, City of Douglas, Wyoming, 101 North 4th Street, Douglas, Wyoming, for **One New 2025 Side Dump Trailer**. Demonstrative units will not be accepted or considered in the bid proposal.
2. Bid proposals delivered in person will be received **only** at the Office of the City Clerk. Bids received **after** the time fixed for bid reception **will not be considered**. All bids must be clearly marked **"One New 2025 Side Dump Trailer"** with the bidder's name and the time and date of the opening on the outside of the envelope. The City of Douglas reserves the right to reject any and all bids, to waive as an informality any irregularities contained in a bid, and to accept the bid that serves the best interests of the City.
3. Approved Specifications and Form of Contract Documents may be obtained at **City Hall 101 N. 4th ST. Douglas Wyoming 82633**, or on the City of Douglas website, www.cityofdouglas.org, under "Bid Postings/Related Documents" section.
4. Delivery will be accepted **120 days after notice**. (Free on Board) Douglas, Wyoming. Tax Exempt Certificate will be furnished by the City of Douglas.
5. Complete sets of bidding documents must be used in preparing bids; the Owner does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of bidding documents. The Owner, in making copies of bidding documents available on the above terms, do so only for the purpose of obtaining bids on the work and do not confer a license or grant for any other use.
6. The policy of the City of Douglas is to provide and afford equal treatment and service to all citizens and assure equal employment opportunity based on ability and fitness to all persons regardless of race, creed, national origin, sex, physical or mental disabilities or age. This policy shall apply to every aspect of employment practices, employee treatment and public contact. No qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs or activities of the City of Douglas, or be subjected to discrimination. Pursuant to the Americans with Disabilities Act, reasonable accommodation for persons with disabilities who wish to participate in these services, programs, or activities shall be made upon request to City of Douglas, ADA Coordinator Tony Tolstedt at Douglas City Hall, 101 North 4th Street, Douglas, Wyoming.
7. The City of Douglas hereby notifies all bidders that it will affirmatively ensure that pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, creed, color, sex, physical or mental disabilities, or national origin in consideration of an award.
8. The bidder shall indicate his compliance with a "Yes" or non-compliance with a "No" in each line-item specification. Where submitted literature does not support the meeting of these specifications,

Bidder Initials: JD

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the bidder shall outline fully on company letterhead stationery the variation from specification. Any unit not conforming to the specifications will be rejected, and it will be the responsibility of the manufacturer to conform to the requirements, unless deviations have been cited by the bidder and acceptance is based upon the exceptions.

End of Section

Bidder Initials: SP
Updated Form 12-2019, Page 5 of 12

SCHEDULE OF PRICES

Company Name: Diesel Depot

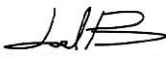
Mailing Address: PO Box 730 Aberdeen, ID 83210

to furnish equipment as specified to the City of Douglas, Wyoming, in accordance with specifications dated July 24th, 2025

BID ITEM DESCRIPTION

Year – Make – Model: 2026 SmithCo SX2-40-34	
Base Bid:	\$
Option #1: (Describe) New 2025 Side Dump Trailer	\$ 64,381.11
Option #2: (Describe)	\$
Less Trade-In (Describe)	-\$
Less Government Concessions:	-\$
Total Bid Amount:	\$ 64,381.11

In addition to this proposal, the undersigned Bidder agrees to submit complete information, including specifications and descriptive literature to fully describe and illustrate the equipment, vehicle, and/or accessories offered. Bidder proposes to deliver equipment or vehicles in accordance with the schedule included in the Bid Information. The Bidder understands that the Owner allows a 5% preference to Wyoming residents and that Bids may be subject to the Wyoming Preference Act. The Bidder further attests that the specifications relating to the bid security are understood and the conditions set forth in said specifications are agreed upon.

Signature of Representative Responsible for Bid: 

Printed Name & Title of Signer: Joel Pascoe- Sales Agent

Company Name & Address of Bidder: Diesel Depot PO Box 730 Aberdeen, ID 83210

(Proposal must be filled out, signed and submitted with the bid document)

End of Section

.....

Bidder Initials: JP

Updated Form 12-2019, Page 6 of 12

SIGNATURE PAGE

IF BIDDER IS:

AN INDIVIDUAL

By: _____ doing business as: _____
(Name)

Address: _____ Phone: _____

A PARTNERSHIP

By: _____ (seal)
(Firm Name)

(General Partner)

Business Address: _____ Phone: _____

A CORPORATION

By: K Boys Inc. dba: Diesel Depot of Idaho
(Corporation Name) (State of Incorporation)

By: [Signature] Sales Agent
(Signature) (Title)

ATTEST: [Signature] (Corporate Seal)

Business Address: 1944 S. 2800 W. Phone: 208-397-4138
Aberdeen, ID 83210

A JOINT VENTURE

By: _____ Address: _____

By: _____ Address: _____

By: _____ Address: _____

By: _____ Address: _____

(Each member of the joint venture must sign; attach additional sheet if necessary.)

Bidder Initials: AD
Updated Form 12-2019, Page 7 of 12

**CITY OF DOUGLAS, WYOMING
NOTICE OF AWARD
EQUIPMENT & VEHICLES**

Name of Company	
Attention To	
Mailing Address	
City/State/ZIP	

Project (as it appears on Bid documents)	
Contract Price	

The Owner has considered the bid submitted by you for the above-described vehicle or equipment in response to its advertisement for bids dated **Publication Dates August 6th and August 13th, 2025**. You are hereby notified that your bid has been accepted for items in the amount of:

Year – Make – Model:	
Base Bid:	\$
Option #1: (Describe) New 2025 Side Dump Trailer	\$
Option #2: (Describe)	\$
Less Trade-In (Describe)	-\$
Less Government Concessions:	-\$
Total Bid Amount:	\$

You are required, as set forth in the bid specifications, to execute any required documentation within ten (10) days from the date of this notice and return to the Owner. Failure to comply with these conditions within the time specified will entitle Owner to consider your bid in default, to annul this Notice of Award, and to declare your bid security forfeited.

Other conditions or precedents, if any:

--

Dated this ____ day of _____, 20____.

Bidder Initials: JP
Updated Form 12-2019, Page 8 of 12

CITY OF DOUGLAS, OWNER

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged.

By: _____
SIGNATURE

By: _____
SIGNATURE

Name/Title: J.D. Cox City Manager

Printed Name: _____

Title: _____

Please sign and send back to: City of Douglas, Attn: City Clerk
P.O. Box 1030, Douglas, WY 82633

End of Section

Bidder Initials: JD

Updated Form 12-2019, Page 9 of 12

SPECIFICATIONS

Specifications are for **One New 2025 Side Dump Trailer**. These are the minimum specifications for this unit; you must meet or exceed these specifications. If indication "No" is marked to any specifications, you must provide on a separate sheet of paper an explanation of the item that you would supply in place of the specified item. Any item not marked may result in rejection of the bid.

SCOPE: The vehicle or equipment being specified will be assigned to the **City Of Douglas Landfill** and will be used within the City of Douglas as follows:

--

	Meets Specifications	Yes	No
I. DIMENSIONS			
1. Minimum Width 102" (inches)		X	
2. Minimum Tube Length 34' (feet)		X	
3. Maximum Length 41' (feet) 6" (inches)		X	
4. Other:		X	

	Meets Specifications	Yes	No
II. TUB CONSTRUCTION			
1. 1/4" AR-400 Steel		X	
2. Smooth Rolled Tub w/no Linear Bends to form Tub		X	
3. No Center Divider		X	
4. Curb-side Steel Tub Extension		X	
5. Other:		X	

	Meets Specifications	Yes	No
III. FRAME CONSTRUCTION			
1. Beams MUST be Welded on Both Sides, Top and Bottom		X	
2. Two Speed Landing Legs		X	
3. 18" (inch) Kingpin Setback Dimension		X	
4. Other:		X	

	Meets Specifications	Yes	No
IV. TUB PIVOTS			
1. Minimum of Four (4) Pivot Points on Each Side of Tub			X
2. Self-aligning, Self-lubricated, Maintenance Free Bushings		X	
3. No Grease Zerks for Pivots		X	
4. Plated Pivot Pins		X	
5. Other: SmithCo engineered design of 2 pivot points per side		X	

Meets Specifications Yes No

Bidder Initials: LD

Updated Form 12-2019, Page 10 of 12

V. HYDRAULICS		
1. Two (2) 5" (inch) Trunnion Mounted Hydraulic Cylinders	X	
2. 3,000 P.S.I Rated Hydraulic Components	X	
3. Proportional Flow Divider	X	
4. Electric/Hydraulic Directional Flow Control Valve	X	
5. Other:		

	Meets Specifications	Yes	No
VI. SUSPENSION			
1. 23,000 lbs. (pounds) Per Axle, Air Ride Suspension		X	
2. Other:			

	Meets Specifications	Yes	No
VII. AXLES			
1. Hub Piloted Grease Lube Axles		X	
2. Axle Beams Rated at 23,000 lbs. (pounds)		X	
3. Axle Spacing of 49" (Inches)		X	
4. Minimum of Two (2) Axles		X	
5. Other:			
6.			

	Meets Specifications	Yes	No
VIII. WHEELS AND TIRES			
1. Wheels: 12.25" (inch) x 22.5" (inch) Aluminum		X	
2. Tires: 385/65-R22.5 Wide Base Radial			X
3. Other: SmithCo recommendation of dual 11R22.5 tires		X	

	Meets Specifications	Yes	No
IX. BRAKES			
1. 16.5 x 7" (inch) Cam Air Brakes		X	
2. 2S IM Anti-lock Brake System		X	
3. Other:			

	Meets Specifications	Yes	No
X. FENDERS			
1. Front and Rear Bolt-on Rubber Flexible Fenders		X	
2. Flexible Mudflaps Front and Rear		X	
3. Other:			

XI. LIGHTS		
1 LED Low-profile High Impact Lights	X	
2 Sealed Weathertight Wire Harness	X	
3 Other:		

Bidder Initials: AD
Updated Form 12-2019, Page 11 of 12

XII. PAINT		
1. Tub: Black	X	
2. Frame: Black	X	
3. Other		

XIII. MISCELLANEOUS		
1. Full Manufacturer's Standard Warranty	X	
2. Dealer Order Form Showing All Equipment Being Bid	X	
3. Other		

Bidder Initials: LD
Updated Form 12-2019, Page 12 of 12

ADDENDUM NO. 1

Date: August 14, 2025

TO THE BID DOCUMENTS
One New 2025 Side Dump Trailer

To All Planholders and/or Prospective Bidders:

The following changes, additions, and/or deletions are hereby made as part of the Bid Documents for the SPECIFICATIONS, BID INFORMATION AND FORMS, AND NOTICE OF AWARDS page of the One New 2025 Side Dump Trailer dated 7/24/2025, as fully and completely as if the same were fully set forth therein:

CITY OF DOUGLAS CALL FOR BIDS

- A. Change Section VIII Wheel And Tires, #1 – "Wheels: 8.25" (inch) x 22.5" (inch) Aluminum."
- B. Change Section VIII Wheel And Tires, #2 – "Tires: 11R22.5"
- C. Change Bid Information And Forms – "Sealed bids will be received until **August 27th, 2025...**"
- D. Change Notice of Awards – "Publication Dates August 6th, August 13th, and August 20th, 2025."

Sign, date and include this addendum with bid as acknowledgement of Addendum 1

Bidders signature  Date 8/14/2025



1944 S. 2800 W. - P.O. Box 730 - Aberdeen, ID 83210
Phone (208) 397-4138 FAX (208) 397-4139

One New 2026 Side Dump Trailer

Specification changes:

Page 10, Section IV., Line 1.;

Manufacturer SmithCo engineering design is for 2 pivot points per side

Page 11, Section VIII., Line 2.;

Manufacturer SmithCo engineers recommendation on 11R22.5 tires on dual wheels to create more stability when dumping trailer on uneven ground with high center of gravity due to side extensions and 2 axle trailer

		Diesel Depot 1944 S. 2800 W. PO Box 730 Aberdeen, ID 83210 208-397-4138		Phone: 208-397-4138 Cell: 208-251-8055 Fax: 208-397-4139 Website: www.diesel-depot.com															
Quote #	DD0387Q-2	Est. Completion Date:	60-90 DAYS	QUOTE IS GOOD FOR 30 DAYS															
Date:	8/14/2025			Salesman: Joel Pascoe															
Customer:	City Of Douglas			Cell #: 208-251-8055															
Address:	101 N. 4th St.	Douglas	WY 82633	Customer: CITY OF DOUGLAS															
Contact:				Terms: N30															
Phone:				FOB: Douglas, WY 82633															
Email:				Email: joel@diesel-depot.com															
Model	SX2-4034 Tandem axle																		
Tub Length	102" wide																		
Tub Volume:	34'																		
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Trailers must be picked up no more than 30 days after actual completion date or expected completion date, whichever is later. Trailers left longer than 30 days may incur a storage fee of \$250/month. Any trailers left more than 90 days may no longer be held for the customer at our sole discretion.																			
Customer acknowledges receipt of the SMITHCO MANUFACTURING WARRANTY provided herewith. The terms and conditions of such express warranty, as well as of the Owner's Manual to be provided with the trailer, are incorporated into and made a part of the Customer's Purchase and this agreement.																			
SIGNATURE: _____ DATE: _____																			
SMITHCO SHALL NOT, UNDER ANY CIRCUMSTANCES, BE HELD LIABLE FOR THE CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, INCLUDING WITHOUT LIMITATIONS ANY LOST PROFITS, FOR ANY BREACH OF THIS AGREEMENT, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (E.G., CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. IN NO EVENT SHALL SMITHCO'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER BASED ON BREACH OF CONTRACT, TORT, (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID TO SMITHCO UNDER THIS AGREEMENT.																			

30902 C38
PO BOX 932
LEMARS, IA 51031

712-546-4409
800-779-8099
FAX 712-546-6008
sidedump.com



This is to certify that SMITHCO MANUFACTURING, INC. warrants each new side dump hauler manufactured by us to be free from structural defects in material and workmanship, as originally manufactured and delivered by us, under normal use and service and with loads not exceeding the manufacturer's rated capacity, for a period of twelve (12) months from delivery of the product to the original customer. Our obligation under this warranty is limited to repairing or replacing, in our sole discretion, any part (or parts) that is returned to us during the term of this warranty and that, following our examination, we determine to have been defective.

This warranty does not apply to any components or accessories, such as tires or tarps, that were purchased from other manufacturers to be installed on this product and which may be covered under their own manufacturer's warranty. This warranty also shall not apply to any Product that has been repaired or altered outside of SMITHCO's factory in such a manner as to (in SMITHCO's sole judgment) affect its stability or reliability or to have materially altered the Product or the performance manufactured by SMITHCO. Finally, this warranty shall not apply to any Product that has been, in SMITHCO's sole judgement, subject to misuse, negligence, or accident.

To exercise any right under this warranty, you must return any part (or parts) that you believe to be defective to us with transportation charges prepaid by the customer within twelve (12) months from delivery of the product to the original customer. Upon receipt of such part (or parts), we will examine such part and, if we determine it to be defective, will repair or replace such part.

THIS WARRANTY SHALL BE THE SOLE AND EXCLUSIVE WARRANTY OF ANY KIND PROVIDED BY SMITHCO AND IS EXPRESSLY PROVIDED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED. EXCEPT FOR THIS WARRANTY, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, PROVIDED BY SMITHCO WITH RESPECT TO THIS PRODUCT.

CITY OF DOUGLAS



SIDE DUMP TRAILER

BID BY:

FLOYD'S TRUCK CENTER

P.O. BOX 1628

GILLETTE, WY 82717



CITY OF DOUGLAS

Bid Specifications and Contract Documents for One New 2025 Side Dump Trailer

Douglas City Hall
101 N. 4th Street
PO Box 1030
Douglas, WY 82633

Public Works/ Douglas Landfill
420 W. Grant St.
Douglas, WY 82633

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	2. Bid Information and Forms:
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	b. Signature Page
	3. Notice of Award – Vehicles and Equipment
	4. Specifications

All items checked are in this packet.

End of Section

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CITY OF DOUGLAS
INSTRUCTIONS TO BIDDERS – EQUIPMENT AND VEHICLES
July 24, 2025

1. DEFINED TERMS

- A. The term “OWNER” means the City of Douglas, a municipal corporation, located at 101 North 4th Street, P.O. Box 1030, Douglas, Wyoming 82633.
- B. The term “BIDDER” means the individual person or company who submits a bid directly to the Owner and is distinct and separate from a sub-bidder, who submits a bid to a Bidder.
- C. The term “SUCCESSFUL BIDDER” means the lowest, qualified, responsible, and responsive Bidder who receives the project award based on the Owner's evaluation.
- D. The term “BIDDING DOCUMENTS” includes the instructions to bidders, the bid form (including bid schedule, if applicable), drawings, specifications, and all other proposed documents (including all addenda issued prior to receipt of bids, if applicable).

2. ADVERTISEMENT FOR BIDS

- A. Sealed bids for **One New 2025 Side Dump Trailer** will be received at Douglas City Hall, 101 N. 4th Street, until **2:30 PM** MST on **August 20th, 2025** and then will be publicly opened and read aloud. Any bids received after the specified date and time will not be accepted or considered. Approved bidding documents may be obtained at **101 N. 4th St.**, or on the City of Douglas website at www.cityofdouglas.org under the “Bid Postings” tab. Each bid must be submitted on the bid form. Bids may be subject to the Wyoming Preference Act. Mail submitted bids to the City Clerk, City of Douglas, P.O. Box 1030, Douglas, WY 82633, or deliver to the City Clerk at 101 N. 4th Street, Douglas, WY. To perform public work, the successful Bidder and subcontractors, prior to contract award, shall hold or obtain such licenses as required by State Statutes and federal and local laws and regulations. The City of Douglas reserves the right to reject any and all bids, to waive as an informality any irregularities contained in a bid, and to accept the bid that serves the best interests of the City.

/s/ Sonya Ortega, City Clerk; Published: **August 6th and August 13th 2025** , Douglas Budget

**CITY OF DOUGLAS
BID INFORMATION AND FORMS**

1. Sealed bids will be received until **August 20th, 2025** at the Office of the City Clerk and will be opened and publicly read aloud immediately thereafter in the Conference Room, City of Douglas, Wyoming, 101 North 4th Street, Douglas, Wyoming, for **One New 2025 Side Dump Trailer**. Demonstrative units will not be accepted or considered in the bid proposal.
2. Bid proposals delivered in person will be received **only** at the Office of the City Clerk. Bids received **after** the time fixed for bid reception **will not be considered**. All bids must be clearly marked **"One New 2025 Side Dump Trailer"** with the bidder's name and the time and date of the opening on the outside of the envelope. The City of Douglas reserves the right to reject any and all bids, to waive as an informality any irregularities contained in a bid, and to accept the bid that serves the best interests of the City.
3. Approved Specifications and Form of Contract Documents may be obtained **at City Hall 101 N. 4th ST. Douglas Wyoming 82633**, or on the City of Douglas website, www.cityofdouglas.org, under "Bid Postings/Related Documents" section.
4. Delivery will be accepted **120 days after notice**. (Free on Board) Douglas, Wyoming. Tax Exempt Certificate will be furnished by the City of Douglas.
5. Complete sets of bidding documents must be used in preparing bids; the Owner does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of bidding documents. The Owner, in making copies of bidding documents available on the above terms, do so only for the purpose of obtaining bids on the work and do not confer a license or grant for any other use.
6. The policy of the City of Douglas is to provide and afford equal treatment and service to all citizens and assure equal employment opportunity based on ability and fitness to all persons regardless of race, creed, national origin, sex, physical or mental disabilities or age. This policy shall apply to every aspect of employment practices, employee treatment and public contact. No qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs or activities of the City of Douglas, or be subjected to discrimination. Pursuant to the Americans with Disabilities Act, reasonable accommodation for persons with disabilities who wish to participate in these services, programs, or activities shall be made upon request to City of Douglas, ADA Coordinator Tony Tolstedt at Douglas City Hall, 101 North 4th Street, Douglas, Wyoming.
7. The City of Douglas hereby notifies all bidders that it will affirmatively ensure that pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, creed, color, sex, physical or mental disabilities, or national origin in consideration of an award.
8. The bidder shall indicate his compliance with a "Yes" or non-compliance with a "No" in each line-item specification. Where submitted literature does not support the meeting of these specifications,

Bidder Initials: KRC

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the bidder shall outline fully on company letterhead stationery the variation from specification. Any unit not conforming to the specifications will be rejected, and it will be the responsibility of the manufacturer to conform to the requirements, unless deviations have been cited by the bidder and acceptance is based upon the exceptions.

End of Section

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SCHEDULE OF PRICES

Company Name: JACK'S TRUCK CENTER, INC dba FLOYD'S TRUCK CENTER
P.O. Box 1628

Mailing Address: GILLETTE, WY 82717

to furnish equipment as specified to the City of Douglas, Wyoming, in accordance with specifications dated **July 24th, 2025**

BID ITEM DESCRIPTION

Year – Make – Model:	2025 JET SIDE DUMP SDS34-249
Base Bid:	\$
Option #1: (Describe) New 2025 Side Dump Trailer	\$ 67,994.00
Option #2: (Describe)	\$ N/A
Less Trade-In (Describe)	-\$ N/A
Less Government Concessions:	-\$ included above
Total Bid Amount:	\$ 67,994.00

In addition to this proposal, the undersigned Bidder agrees to submit complete information, including specifications and descriptive literature to fully describe and illustrate the equipment, vehicle, and/or accessories offered. Bidder proposes to deliver equipment or vehicles in accordance with the schedule included in the Bid Information. The Bidder understands that the Owner allows a 5% preference to Wyoming residents and that Bids may be subject to the Wyoming Preference Act. The Bidder further attests that the specifications relating to the bid security are understood and the conditions set forth in said specifications are agreed upon.

Signature of Representative Responsible for Bid: [Signature]

Printed Name & Title of Signer: KEVIN CHAFEE, SALES MANAGER
JACK'S TRUCK CENTER, INC dba FLOYD'S TRUCK CENTER

Company Name & Address of Bidder: P.O. Box 1628, GILLETTE, WY 82717

(Proposal must be filled out, signed and submitted with the bid document)

End of Section

Bidder Initials: KPC

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SIGNATURE PAGE

IF BIDDER IS:

AN INDIVIDUAL

By: _____ doing business as: _____
(Name)

Address: _____ Phone: _____

A PARTNERSHIP

By: _____ (seal)
(Firm Name)

(General Partner)

Business Address: _____ Phone: _____

A CORPORATION

By: JACK'S TRUCK CENTER, INC dba
FLOYD'S TRUCK CENTER of WYOMING
(Corporation Name) (State of Incorporation)

By: [Signature] SALES MANAGER
(Signature) (Title)

ATTEST: [Signature] (Corporate Seal)

Business Address: P.O. Box 1628 Phone: 307-686-0608
GILLETTE, WY 82717

A JOINT VENTURE

By: _____ Address: _____

By: _____ Address: _____

By: _____ Address: _____

By: _____ Address: _____

(Each member of the joint venture must sign; attach additional sheet if necessary.)

**CITY OF DOUGLAS, WYOMING
NOTICE OF AWARD
EQUIPMENT & VEHICLES**

Name of Company	
Attention To	
Mailing Address	
City/State/ZIP	

Project (as it appears on Bid documents)	
Contract Price	

The Owner has considered the bid submitted by you for the above-described vehicle or equipment in response to its advertisement for bids dated **Publication Dates August 6th and August 13th, 2025**. You are hereby notified that your bid has been accepted for items in the amount of:

Year – Make – Model:	
Base Bid:	\$
Option #1: (Describe) New 2025 Side Dump Trailer	\$
Option #2: (Describe)	\$
Less Trade-In (Describe)	-\$
Less Government Concessions:	-\$
Total Bid Amount:	\$

You are required, as set forth in the bid specifications, to execute any required documentation within ten (10) days from the date of this notice and return to the Owner. Failure to comply with these conditions within the time specified will entitle Owner to consider your bid in default, to annul this Notice of Award, and to declare your bid security forfeited.

Other conditions or precedents, if any:

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Dated this ____ day of _____, 20____.

Bidder Initials: KJZ
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CITY OF DOUGLAS, OWNER

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged.

By: _____
SIGNATURE

By: _____
SIGNATURE

Name/Title: J.D. Cox City Manager

Printed Name: _____

Title: _____

Please sign and send back to: City of Douglas, Attn: City Clerk
P.O. Box 1030, Douglas, WY 82633

End of Section

.....

SPECIFICATIONS

Specifications are for **One New 2025 Side Dump Trailer**. These are the minimum specifications for this unit; you must meet or exceed these specifications. If indication "No" is marked to any specifications, you must provide on a separate sheet of paper an explanation of the item that you would supply in place of the specified item. Any item not marked may result in rejection of the bid.

SCOPE: The vehicle or equipment being specified will be assigned to the **City Of Douglas Landfill** and will be used within the City of Douglas as follows:

--

	Meets Specifications	Yes	No
I. DIMENSIONS			
1. Minimum Width 102" (inches)		X	
2. Minimum Tube Length 34' (feet)		X	
3. Maximum Length 41' (feet) 6" (inches)		X	
4. Other:			

	Meets Specifications	Yes	No
II. TUB CONSTRUCTION			
1. 1/4" AR-400 Steel		X	
2. Smooth Rolled Tub w/no Linear Bends to form Tub		X	
3. No Center Divider		X	
4. Curb-side Steel Tub Extension		X	
5. Other:			

	Meets Specifications	Yes	No
III. FRAME CONSTRUCTION			
1. Beams MUST be Welded on Both Sides, Top and Bottom		X	
2. Two Speed Landing Legs		X	
3. 18" (inch) Kingpin Setback Dimension		X	
4. Other:			

	Meets Specifications	Yes	No
IV. TUB PIVOTS			
1. Minimum of Four (4) Pivot Points on Each Side of Tub		X	
2. Self-aligning, Self-lubricated, Maintenance Free Bushings		X	
3. No Grease Zerks for Pivots		X	
4. Plated Pivot Pins		X	
5. Other:			

Meets Specifications

Yes

No

Bidder Initials: KNC

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V. HYDRAULICS		
1. Two (2) 5" (inch) Trunnion Mounted Hydraulic Cylinders	X	
2. 3,000 P.S.I Rated Hydraulic Components	X	
3. Proportional Flow Divider	X	
4. Electric/Hydraulic Directional Flow Control Valve	X	
5. Other:		

Meets Specifications			Yes	No
VI. SUSPENSION				
1. 23,000 lbs. (pounds) Per Axle, Air Ride Suspension			X	
2. Other:				

Meets Specifications			Yes	No
VII. AXLES				
1. Hub Piloted Grease Lube Axles			X	
2. Axle Beams Rated at 23,000 lbs. (pounds)			X	
3. Axle Spacing of 49" (inches)			X	
4. Minimum of Two (2) Axles			X	
5. Other:				
6.				

Meets Specifications			Yes	No
VIII. WHEELS AND TIRES				
1. Wheels: 12.25" (inch) x 22.5" (inch) Aluminum - changed per addendum #1				X
2. Tires: 385/65-R22.5 Wide Base Radial - changed per addendum #1				X
3. Other:				

Meets Specifications			Yes	No
IX. BRAKES				
1. 16.5 x 7" (inch) Cam Air Brakes			X	
2. 2S 1M Anti-lock Brake System			X	
3. Other:				

Meets Specifications			Yes	No
X. FENDERS				
1. Front and Rear Bolt-on Rubber Flexible Fenders			X	
2. Flexible Mudflaps Front and Rear			X	
3. Other:				

Meets Specifications			Yes	No
XI. LIGHTS				
1 LED Low-profile High Impact Lights			X	
2 Sealed Weathertight Wire Harness			X	
3 Other:				

Bidder Initials: KRC
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XII. PAINT			
1. Tub: Black		x	
2. Frame: Black		x	
3. Other			

XIII. MISCELLANEOUS			
1. Full Manufacturer's Standard Warranty		x	
2. Dealer Order Form Showing All Equipment Being Bid		x	
3. Other			

TO THE BID DOCUMENTS
One New 2025 Side Dump Trailer

To All Planholders and/or Prospective Bidders:

The following changes, additions, and/or deletions are hereby made as part of the Bid Documents for the SPECIFICATIONS, BID INFORMATION AND FORMS, AND NOTICE OF AWARDS page of the One New 2025 Side Dump Trailer dated 7/24/2025, as fully and completely as if the same were fully set forth therein:

CITY OF DOUGLAS CALL FOR BIDS

- A. Change Section VIII Wheel And Tires, #1 – “Wheels: 8.25” (inch) x 22.5” (inch) Aluminum.” *Yes - included*
- B. Change Section VIII Wheel And Tires, #2 – “Tires: 11R22.5” *Yes - included*
- C. Change Bid Information And Forms – “Sealed bids will be received until **August 27th, 2025...**” *Yes - ACKNOWLEDGED*
- D. Change Notice of Awards – “Publication Dates August 6th, August 13th, and August 20th, 2025.” *Yes - ACKNOWLEDGED*

Sign, date and include this addendum with bid as acknowledgement of Addendum 1

Bidders signature  Date 8/27/25

Jet Co Inc
1303 13th Street N
Humboldt, Iowa 50548
USA
Phone: (515) 332-3117
Fax: (515) 332-5092
www.jetcompany.com



Date: 8/20/2025

Page: 1 of 2

QUOTE

Quote Number: 10699

Quote To:

Floyd's Truck Center
PO Box 490
Scottsbluff NE 69361 USA

Phone: 307-638-3911
Fax:
Email:

Date: 8/20/2025
Expires: 8/30/2025
Reference:
Sales Person: Mark J Harms
Email: mark.harms@jetcompany.com

Description

Unit Price

SIDE DUMP TANDEM AXLE 49IN SPACING 34FT TUB

STEEL SIDE DUMP
34FT ROUND BOTTOM TUB 1/4IN THICK
DRAIN LOCATED IN FRONT OF TUB
NON-LOAD BEARING LANDING LEGS
"JET MUDFLAP"
AIR RIDE SUSPENSION
TANDEM AXLE 49IN AXLE SPACING
2S 1M ABS SYSTEM
48IN HIGH KINGPIN SET AT 18IN
FRONT AND REAR FENDERS
CHASSIS PAINT COLOR: JET BLACK
TUB PAINT COLOR: JET BLACK
3 TAIL LIGHT SET
3 MARKER LIGHT SETS
(4) 22.5 X 8.25 ALUMINUM STANDARD POLISH WHEELS ON OUTSIDE
(4) 22.5 X 8.25 ALUMINUM STANDARD POLISH WHEELS ON INSIDE
(8) 11R22.5 TIRES
STEEL SIDE EXTENSION EXTENDS FROM TOP OF TUB 26IN TO TOP OF EXTENSION PAINTED TO MATCH
FRAME
EXTENSION READY TUB: HOLES ON END PLATE. 2 PLATES INSTALLED INSIDE TUB
ELECTRIC HYDRAULIC VALVE (DPDT CONFIGURATION)

MANUFACTURERS OF • Grain Hopper Trailers (Aluminum and Steel) • Side Dump Trailers • Drop Deck Trailers
• Flatbed Trailers • Detachable Gooseneck Trailers • Specialty Trailers • Tag Trailers • Pup Trailers



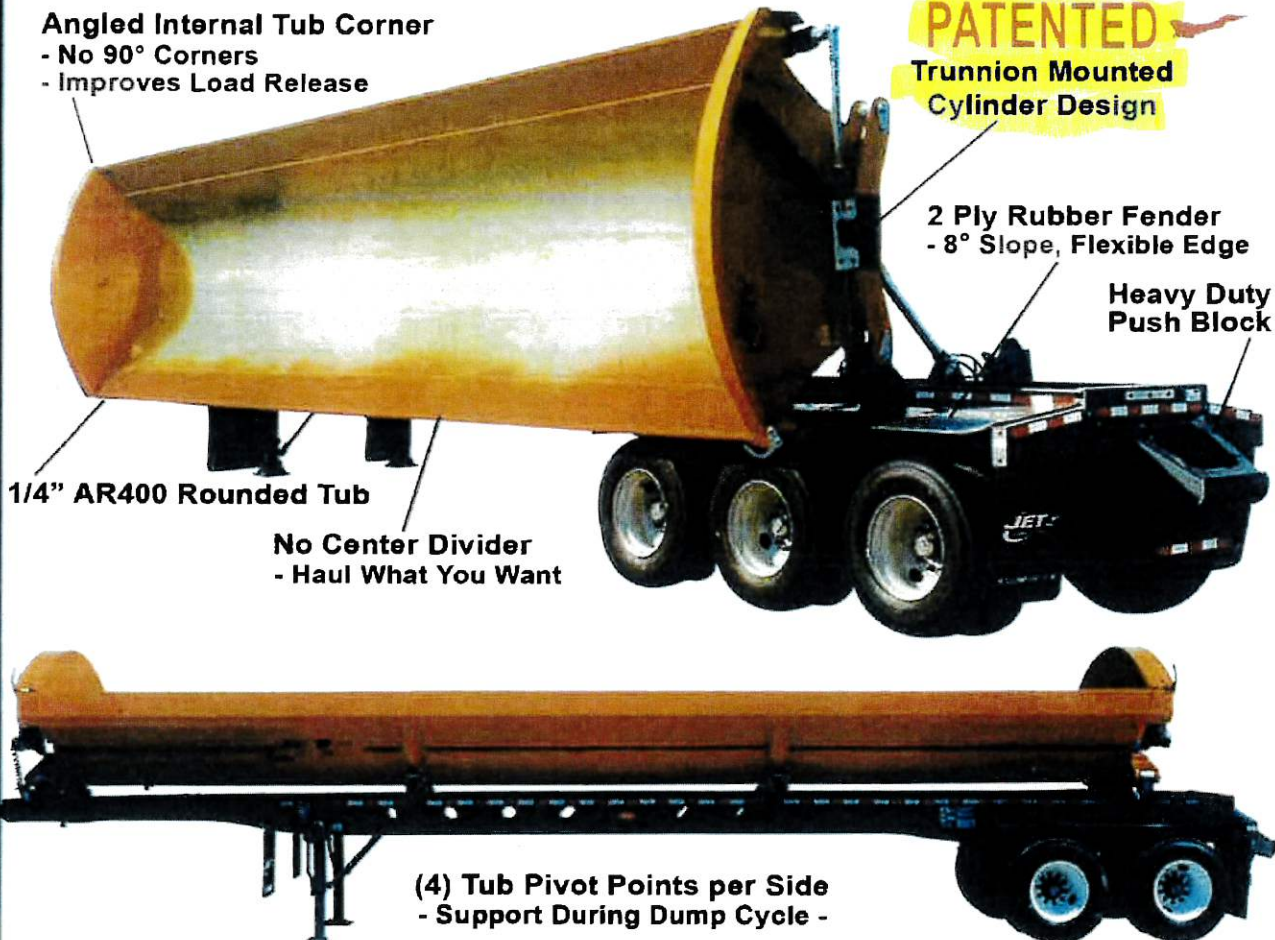
SIDE DUMP EVOLUTION

Durability, Versatility, Reliability... For ANY Load!

Because TRAILER STABILITY Matters...

One of the MOST Stable Trailers on the Market Today!

No Center Divider, Trunnion Mounted Inverted Cylinder & External Supports provide for unprecedented stability!



No Center Divider
- Haul What You Want

(4) Tub Pivot Points per Side
- Support During Dump Cycle -

Quality You Can Count On.... Experience You Trust!



Ideal for Construction, Commercial & Agricultural Use

Large Tub Siderail Maximizes Strength

Self-Lubricating Tub Pivot Bushings Reduce Maintenance

Long Lasting LED Lights with Sealed Wire Harness

Round Bottom Tub

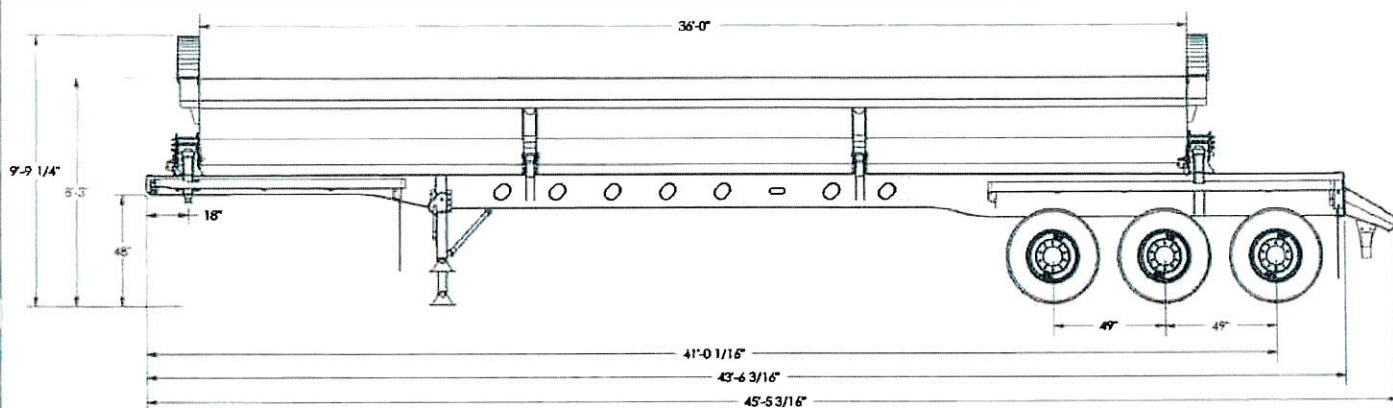
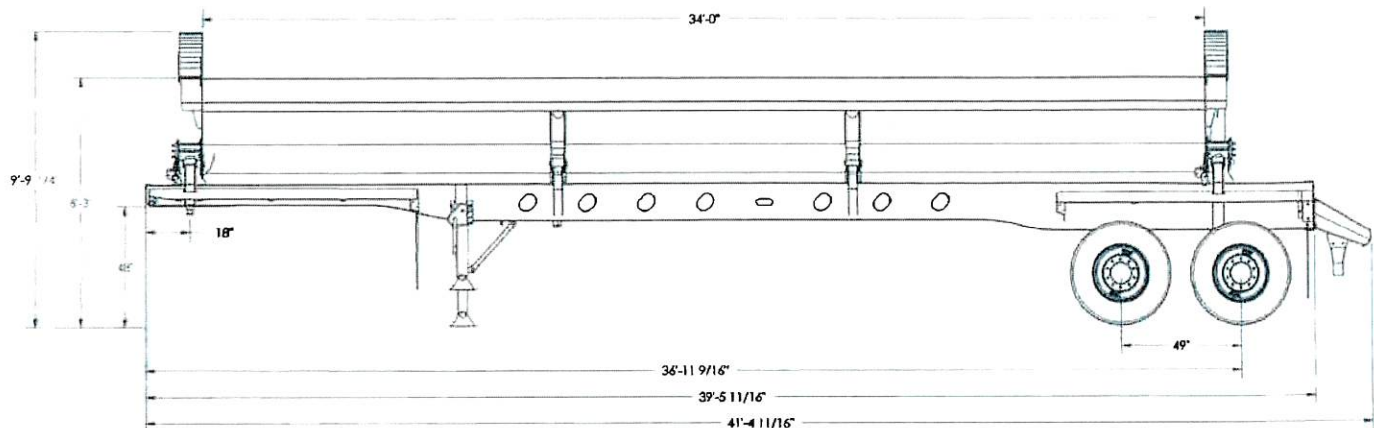
External Tub Supports (No Center Divider)

Blasted Paint Preparation for Maximum Paint Adhesion

AR400 Steel Tub

Durable Chip Resistant Primer & Polyurethane Full Gloss Paint

TRAILER SPECIFICATIONS



Width:	102'	Axles:	Hub Pilot Grease Lube Axles Axle Beam Rated at 25,000#
Tub Capacities:	34' Tub: 21 Cubic Yards Waterfull 31 Cubic Yards Heaping 36' Tub: 22 Cubic Yards Waterfull 33 Cubic Yards Heaping	Wheels:	8.25 x 22.5 Steel
Tub Construction:	1/4" Thick AR400 Steel Rounded Tub No Center Divider Angled Internal Corners	Tires:	11R22.5 Radials
Frame Construction:	High Strength Fabricated Steel I-Beam 2 Speed Landing Leg	Brakes:	16 1/2" x 7" 2S1M Anti-lock Brake System
Bumper:	Bolt-On Push Bumper	Fenders:	Bolt on Front and Rear 2 Ply Rubber Flexible Edge Sloped to Release Debris
Tub Pivots:	Self-Aligning, Self-Lubricated, Maintenance Free Bushings Plated Pivot Pins	Mudflaps:	Ultra Rubber with JET logo (front & rear)
Hydraulics:	PATENTED Trunnion Mounted Cylinder Design 5" Diameter Bore Cylinders 3000psi Rated Hydraulic Components Proportional Flow Divider	Electric:	LED Low Profile/High Impact Lights Sealed Lights/Wire Harness
Suspension:	Air Ride (23,000# rated)	Paint:	Yellow Tub; Gray Frame (other color options available)
		Options:	Tandem or Triple Axle Spacing Options Lift Axle Electric Tarp System Aluminum Wheels Trailer Mounted Directional Control Valve Tub Extension

Part #111514

*2 Directional Hydraulics Required for Operation / 25-30 GPM / 2200 - 2500 PSI

Notice: All dimensions, specifications and pictures contained in this literature are based on the latest product information available at that time. To insure product improvement, Jet Company reserves the right to make any changes or discontinue models at any time without notice. Jet trailers conform to all DOT regulations in effect at the time of manufacture.



1303 North 13th Street - Humboldt, Iowa 50548
Phone: 515-332-3117 Fax: 515-332-5092
jet@jetcompany.com www.jetcompany.com

LIMITED WARRANTY FOR NEW JET SEMI TRAILERS

Jet Company, Inc. warrants to the original purchaser of each new Jet Co. product bearing the name "JET CO." that it will repair or replace, as Jet Company elects in its sole discretion, any part of the structure which is defective in material or workmanship if the defect appears within two (2) years from the date of purchase. This Limited Warranty is limited to the original purchaser of the Jet Co. product and may not be assigned to any subsequent purchaser or other third party.

Jet Company's obligation under this Limited Warranty is limited to repairing or, at it's option, replacing any part that is returned, transportation prepaid, to Jet Company, Inc., Humboldt, Iowa, if the part is found to be defective in Jet Company's judgment. **The foregoing remedy shall be the purchaser's sole and exclusive remedy and Jet Co.'s entire liability for any breach of this Limited Warranty.** All parts returned to Jet Company without advanced written authorization will be refused. Jet Company shall not be responsible to pay labor or other charges to repair or replace any part determined by Jet Company to be defective unless Jet Company has in advance authorized such charges in writing. In no event shall Jet Company, Inc. be liable for any special, indirect, incidental or consequential damages or loss whatsoever arising out of a part found by Jet Company to be defective, including but not limited to, loss of use of the equipment, loss of profits or revenues, or other additional expenses.

Parts not manufactured by Jet Company are not covered by this Limited Warranty; however, the respective manufacturer's warranty will be assigned the purchaser. Assigned warranties are as follows:

Landing Legs.....	limited 2 years
Axle.....	limited 5 years or 500,000 miles*
Spring Suspension.....	limited 2 years or 200,000 miles*
Lights.....	limited 1 year
Valves.....	limited 1 year
<i>*whichever occurs first</i>	

There are no warranties, express or implied, for used or reconditioned products or products that have been repaired, altered, modified, overlooked, subjected to misuse, negligence, accident or ordinary wear and tear.

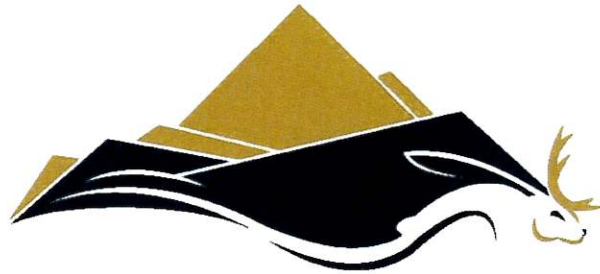
Operator is required to check wheel nuts, U-bolts, radius rod bolts and all other fasteners. Axle alignment, tire wear, tarp wear and oil levels in hubs must be inspected. If needed, operator should make proper adjustments to insure full life of equipment. **These items need to be checked the first 100 miles and again at 300 miles and periodically thereafter.** These inspections and adjustments are very important and must be performed. **Failure to perform these inspections and adjustments may result in loss of coverage under this Limited Warranty.**

State and Federal Laws require a daily inspection of this vehicle by the operator. **Owner is solely responsible for the safe operation of the trailer under applicable federal and state laws. Jet Company, Inc. specifically disclaims any responsibility for the use and operation of the trailer.**

JET COMPANY, INC. PRODUCTS ARE SOLD WITHOUT ANY EXPRESS OR IMPLIED WARRANTY EXCEPT AS SET FORTH ABOVE, AND ALL SUCH OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USE OF TRADE OR OTHERWISE, ARE HEREBY DISCLAIMED.

JET COMPANY, INC.
1303 N 13th St
Humboldt, Iowa 50548
1-515-332-3117
www.jetcompany.com
jet@jetcompany.com

Effective 04/05/94
Revised 07/2017



CITY OF DOUGLAS

Bid Specifications and Contract Documents for
One New 2025 Side Dump Trailer

Douglas City Hall
101 N. 4th Street
PO Box 1030
Douglas, WY 82633

Public Works/ Douglas Landfill
420 W. Grant St.
Douglas, WY 82633

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One New 2025 Side Dump Trailer

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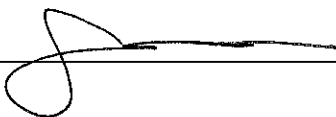
Bidders signature  Date 8/20/2025

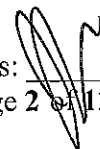
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End of Section

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Bidder Initials: 
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INSTRUCTIONS TO BIDDERS – EQUIPMENT AND VEHICLES
July 24, 2025

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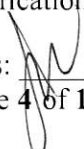
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/s/ Sonya Ortega, City Clerk; Published: **August 6th and August 13th 2025** , Douglas Budget

Bidder Initials: 
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**CITY OF DOUGLAS
BID INFORMATION AND FORMS**

1. Sealed bids will be received until **August 20th, 2025** at the Office of the City Clerk and will be opened and publicly read aloud immediately thereafter in the Conference Room, City of Douglas, Wyoming, 101 North 4th Street, Douglas, Wyoming, for **One New 2025 Side Dump Trailer**. Demonstrative units will not be accepted or considered in the bid proposal.
2. Bid proposals delivered in person will be received **only** at the Office of the City Clerk. Bids received **after** the time fixed for bid reception **will not be considered**. All bids must be clearly marked **"One New 2025 Side Dump Trailer"** with the bidder's name and the time and date of the opening on the outside of the envelope. The City of Douglas reserves the right to reject any and all bids, to waive as an informality any irregularities contained in a bid, and to accept the bid that serves the best interests of the City.
3. Approved Specifications and Form of Contract Documents may be obtained **at City Hall 101 N. 4th ST. Douglas Wyoming 82633**, or on the City of Douglas website, www.cityofdouglas.org, under "Bid Postings/Related Documents" section.
4. Delivery will be accepted **120 days after notice**. (Free on Board) Douglas, Wyoming. Tax Exempt Certificate will be furnished by the City of Douglas.
5. Complete sets of bidding documents must be used in preparing bids; the Owner does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of bidding documents. The Owner, in making copies of bidding documents available on the above terms, do so only for the purpose of obtaining bids on the work and do not confer a license or grant for any other use.
6. The policy of the City of Douglas is to provide and afford equal treatment and service to all citizens and assure equal employment opportunity based on ability and fitness to all persons regardless of race, creed, national origin, sex, physical or mental disabilities or age. This policy shall apply to every aspect of employment practices, employee treatment and public contact. No qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs or activities of the City of Douglas, or be subjected to discrimination. Pursuant to the Americans with Disabilities Act, reasonable accommodation for persons with disabilities who wish to participate in these services, programs, or activities shall be made upon request to City of Douglas, ADA Coordinator Tony Tolstedt at Douglas City Hall, 101 North 4th Street, Douglas, Wyoming.
7. The City of Douglas hereby notifies all bidders that it will affirmatively ensure that pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, creed, color, sex, physical or mental disabilities, or national origin in consideration of an award.
8. The bidder shall indicate his compliance with a "Yes" or non-compliance with a "No" in each line-item specification. Where submitted literature does not support the meeting of these specifications,

Bidder Initials: 
Updated Form 12-2019, Page 4 of 12

the bidder shall outline fully on company letterhead stationery the variation from specification. Any unit not conforming to the specifications will be rejected, and it will be the responsibility of the manufacturer to conform to the requirements, unless deviations have been cited by the bidder and acceptance is based upon the exceptions.

End of Section

.....

Bidder Initials: NR
Updated Form 12-2019, Page 5 of 12

SCHEDULE OF PRICES

Company Name: TITAN MACHINERY

Mailing Address: 1000 E VALLEY Rd Torrington, WY 82240
to furnish equipment as specified to the City of Douglas, Wyoming, in accordance with specifications dated **July 24th, 2025**

BID ITEM DESCRIPTION

Year – Make – Model:	
Base Bid:	\$
Option #1: (Describe) New 2025 Side Dump Trailer <u>2006 model</u>	\$ <u>77,850.00</u>
Option #2: (Describe) <u>FREIGHT CHARGE COLUMBUS NE TO Torrington WY</u>	\$ <u>1,250.00</u>
Less Trade-In (Describe)	-\$ <u>0.00</u>
Less Government Concessions: <u>included</u>	-\$
Total Bid Amount:	\$ <u>79,100.00</u>

In addition to this proposal, the undersigned Bidder agrees to submit complete information, including specifications and descriptive literature to fully describe and illustrate the equipment, vehicle, and/or accessories offered. Bidder proposes to deliver equipment or vehicles in accordance with the schedule included in the Bid Information. The Bidder understands that the Owner allows a 5% preference to Wyoming residents and that Bids may be subject to the Wyoming Preference Act. The Bidder further attests that the specifications relating to the bid security are understood and the conditions set forth in said specifications are agreed upon.

Signature of Representative Responsible for Bid: 

Printed Name & Title of Signer: JOHN G WALLER ESC

Company Name & Address of Bidder: TITAN MACHINERY 1000 E VALLEY Rd Torrington WY 82240

(Proposal must be filled out, signed and submitted with the bid document)

End of Section

.....

Bidder Initials: 
Updated Form 12-2019, Page 6 of 12

SIGNATURE PAGE

IF BIDDER IS:

AN INDIVIDUAL

By: _____ doing business as: _____
(Name)

Address: _____ Phone: _____

A PARTNERSHIP

By: _____ (seal)
(Firm Name)

(General Partner)
Business Address: _____ Phone: _____

A CORPORATION

By: Titan Machinery Inc. of Delaware
(Corporation Name) (State of Incorporation)

By: Robert Garzer CFO
(Signature) (Title)

ATTEST: Lauren Doyle (Corporate Seal)

Business Address: 644 E. Beaton Drive Phone: 701.356.0130
West Fargo ND 58078



A JOINT VENTURE

By: _____ Address: _____

By: _____ Address: _____

By: _____ Address: _____

By: _____ Address: _____

(Each member of the joint venture must sign; attach additional sheet if necessary.)

Bidder Initials: _____
Updated Form 12-2019, Page 7 of 12

**CITY OF DOUGLAS, WYOMING
NOTICE OF AWARD
EQUIPMENT & VEHICLES**

Name of Company	LEMAN MACHINERY - Torrington
Attention To	JOHN WALKER ESC DANIELLE MAYCHERZAK GM
Mailing Address	1000 E VALLEY RD
City/State/ZIP	Torrington, WY 82240

Project (as it appears on Bid documents)	ONE NEW 2025 SIDE DUMP TRAILER
Contract Price	

The Owner has considered the bid submitted by you for the above-described vehicle or equipment in response to its advertisement for bids dated **Publication Dates August 6th and August 13th, 2025**. You are hereby notified that your bid has been accepted for items in the amount of:

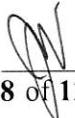
Year – Make – Model:	
Base Bid:	\$
Option #1: (Describe) New 2025 Side Dump Trailer	\$
Option #2: (Describe)	\$
Less Trade-In (Describe)	-\$
Less Government Concessions:	-\$
Total Bid Amount:	\$

You are required, as set forth in the bid specifications, to execute any required documentation within ten (10) days from the date of this notice and return to the Owner. Failure to comply with these conditions within the time specified will entitle Owner to consider your bid in default, to annul this Notice of Award, and to declare your bid security forfeited.

Other conditions or precedents, if any:

--

Dated this ____ day of _____, 20____.

Bidder Initials: 
Updated Form 12-2019, Page 8 of 12

CITY OF DOUGLAS, OWNER

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged.

By: _____
SIGNATURE

By: _____
SIGNATURE

Name/Title: J.D. Cox City Manager

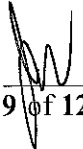
Printed Name: _____

Title: _____

Please sign and send back to: City of Douglas, Attn: City Clerk
P.O. Box 1030, Douglas, WY 82633

End of Section

.....

Bidder Initials: 
Updated Form 12-2019, Page 9 of 12

SPECIFICATIONS

Specifications are for **One New 2025 Side Dump Trailer**. These are the minimum specifications for this unit; you must meet or exceed these specifications. If indication "No" is marked to any specifications, you must provide on a separate sheet of paper an explanation of the item that you would supply in place of the specified item. Any item not marked may result in rejection of the bid.

SCOPE: The vehicle or equipment being specified will be assigned to the **City Of Douglas Landfill** and will be used within the City of Douglas as follows:

--

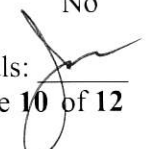
	Meets Specifications	Yes	No
I. DIMENSIONS			
1. Minimum Width 102" (inches)		✓	
2. Minimum Tube Length 34' (feet)	36'	✓	
3. Maximum Length 41' (feet) 6" (inches)		✓	
4. Other:			

	Meets Specifications	Yes	No
II. TUB CONSTRUCTION			
1. 1/4" AR-400 Steel	1/4" AR-450 Steel		✓
2. Smooth Rolled Tub w/no Linear Bends to form Tub		✓	
3. No Center Divider		✓	
4. Curb-side Steel Tub Extension		✓	
5. Other:			

	Meets Specifications	Yes	No
III. FRAME CONSTRUCTION			
1. Beams MUST be Welded on Both Sides, Top and Bottom		✓	
2. Two Speed Landing Legs		✓	
3. 18" (inch) Kingpin Setback Dimension		✓	
4. Other:			

	Meets Specifications	Yes	No
IV. TUB PIVOTS			
1. Minimum of Four (4) Pivot Points on Each Side of Tub	3 Pivots		✓
2. Self-aligning, Self-lubricated, Maintenance Free Bushings		✓	
3. No Grease Zerks for Pivots		✓	
4. Plated Pivot Pins		✓	
5. Other:			

Meets Specifications Yes No

Bidder Initials: 

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V. HYDRAULICS		
1. Two (2) 5" (inch) Trunnion Mounted Hydraulic Cylinders	(1) 8" CYLINDER	✓
2. 3,000 P.S.I Rated Hydraulic Components	2,000 PSI	✓
3. Proportional Flow Divider	N/A	✓
4. Electric/Hydraulic Directional Flow Control Valve		✓
5. Other:	2 YR WARRANTY ON CYLINDER - 3 STAGE DUAL ACTING	✓

Meets Specifications Yes No

VI. SUSPENSION		
1. 23,000 lbs. (pounds) Per Axle, Air Ride Suspension	✓	
2. Other:		

Meets Specifications Yes No

VII. AXLES		
1. Hub Piloted Grease Lube Axles	✓	
2. Axle Beams Rated at 23,000 lbs. (pounds)	✓	
3. Axle Spacing of 49" (inches)	✓	
4. Minimum of Two (2) Axles	✓	
5. Other:		
6.		

Meets Specifications Yes No

VIII. WHEELS AND TIRES		
1. Wheels: 12.25" (inch) x 22.5" (inch) Aluminum	✓	
2. Tires: 385/65-R22.5 Wide Base Radial	✓	
3. Other:		

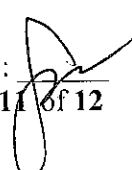
Meets Specifications Yes No

IX. BRAKES		
1. 16.5 x 7" (inch) Cam Air Brakes	✓	
2. 2S 1M Anti-lock Brake System	✓	
3. Other:		

Meets Specifications Yes No

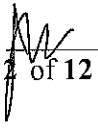
X. FENDERS		
1. Front and Rear Bolt-on Rubber Flexible Fenders	✓	
2. Flexible Mudflaps Front and Rear	✓	
3. Other:		

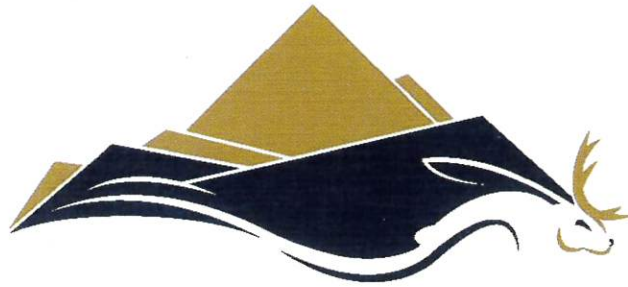
XI. LIGHTS		
1 LED Low-profile High Impact Lights	✓	
2 Sealed Weathertight Wire Harness	✓	
3 Other:		

Bidder Initials: 
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XII. PAINT		
1. Tub: Black	✓	
2. Frame: Black	✓	
3. Other		

XIII. MISCELLANEOUS		
1. Full Manufacturer's Standard Warranty	✓	
2. Dealer Order Form Showing All Equipment Being Bid	✓	
3. Other		

Bidder Initials: 
Updated Form 12-2019, Page 12 of 12



CITY OF DOUGLAS

Bid Specifications and Contract Documents for
One New 2025 Side Dump Trailer

Douglas City Hall
101 N. 4th Street
PO Box 1030
Douglas, WY 82633

Public Works/ Douglas Landfill
420 W. Grant St.
Douglas, WY 82633

TABLE OF CONTENTS

Check if Included	Document Description
	1. Instructions to Bidders and Call for Bids (Legal Advertisement and Detailed Notice)
	2. Bid Information and Forms:
	a. Schedule of Prices
	b. Signature Page
	3. Notice of Award – Vehicles and Equipment
	4. Specifications

All items checked are in this packet.

End of Section

.....

Bidder Initials: DB
Updated Form 12-2019, Page 2 of 12

CITY OF DOUGLAS
INSTRUCTIONS TO BIDDERS – EQUIPMENT AND VEHICLES
July 24, 2025

1. DEFINED TERMS

- A. The term “OWNER” means the City of Douglas, a municipal corporation, located at 101 North 4th Street, P.O. Box 1030, Douglas, Wyoming 82633.
- B. The term “BIDDER” means the individual person or company who submits a bid directly to the Owner and is distinct and separate from a sub-bidder, who submits a bid to a Bidder.
- C. The term “SUCCESSFUL BIDDER” means the lowest, qualified, responsible, and responsive Bidder who receives the project award based on the Owner's evaluation.
- D. The term “BIDDING DOCUMENTS” includes the instructions to bidders, the bid form (including bid schedule, if applicable), drawings, specifications, and all other proposed documents (including all addenda issued prior to receipt of bids, if applicable).

2. ADVERTISEMENT FOR BIDS

- A. Sealed bids for **One New 2025 Side Dump Trailer** will be received at Douglas City Hall, 101 N. 4th Street, until **2:30 PM** MST on **August 20th, 2025** and then will be publicly opened and read aloud. Any bids received after the specified date and time will not be accepted or considered. Approved bidding documents may be obtained at **101 N. 4TH St.**, or on the City of Douglas website at www.cityofdouglas.org under the “Bid Postings” tab. Each bid must be submitted on the bid form. Bids may be subject to the Wyoming Preference Act. Mail submitted bids to the City Clerk, City of Douglas, P.O. Box 1030, Douglas, WY 82633, or deliver to the City Clerk at 101 N. 4th Street, Douglas, WY. To perform public work, the successful Bidder and subcontractors, prior to contract award, shall hold or obtain such licenses as required by State Statutes and federal and local laws and regulations. The City of Douglas reserves the right to reject any and all bids, to waive as an informality any irregularities contained in a bid, and to accept the bid that serves the best interests of the City.

/s/ Sonya Ortega, City Clerk; Published: **August 6th and August 13th 2025**, Douglas Budget

Bidder Initials: DB
Updated Form 12-2019, Page 3 of 12

**CITY OF DOUGLAS
BID INFORMATION AND FORMS**

1. Sealed bids will be received until **August 20th, 2025** at the Office of the City Clerk and will be opened and publicly read aloud immediately thereafter in the Conference Room, City of Douglas, Wyoming, 101 North 4th Street, Douglas, Wyoming, for **One New 2025 Side Dump Trailer**. Demonstrative units will not be accepted or considered in the bid proposal.
2. Bid proposals delivered in person will be received **only** at the Office of the City Clerk. Bids received **after** the time fixed for bid reception **will not be considered**. All bids must be clearly marked **"One New 2025 Side Dump Trailer"** with the bidder's name and the time and date of the opening on the outside of the envelope. The City of Douglas reserves the right to reject any and all bids, to waive as an informality any irregularities contained in a bid, and to accept the bid that serves the best interests of the City.
3. Approved Specifications and Form of Contract Documents may be obtained **at City Hall 101 N. 4th ST. Douglas Wyoming 82633**, or on the City of Douglas website, www.cityofdouglas.org, under "Bid Postings/Related Documents" section.
4. Delivery will be accepted **120 days after notice**. (Free on Board) Douglas, Wyoming. Tax Exempt Certificate will be furnished by the City of Douglas.
5. Complete sets of bidding documents must be used in preparing bids; the Owner does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of bidding documents. The Owner, in making copies of bidding documents available on the above terms, do so only for the purpose of obtaining bids on the work and do not confer a license or grant for any other use.
6. The policy of the City of Douglas is to provide and afford equal treatment and service to all citizens and assure equal employment opportunity based on ability and fitness to all persons regardless of race, creed, national origin, sex, physical or mental disabilities or age. This policy shall apply to every aspect of employment practices, employee treatment and public contact. No qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs or activities of the City of Douglas, or be subjected to discrimination. Pursuant to the Americans with Disabilities Act, reasonable accommodation for persons with disabilities who wish to participate in these services, programs, or activities shall be made upon request to City of Douglas, ADA Coordinator Tony Tolstedt at Douglas City Hall, 101 North 4th Street, Douglas, Wyoming.
7. The City of Douglas hereby notifies all bidders that it will affirmatively ensure that pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, creed, color, sex, physical or mental disabilities, or national origin in consideration of an award.
8. The bidder shall indicate his compliance with a "Yes" or non-compliance with a "No" in each line-item specification. Where submitted literature does not support the meeting of these specifications,

Bidder Initials: DB

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the bidder shall outline fully on company letterhead stationery the variation from specification. Any unit not conforming to the specifications will be rejected, and it will be the responsibility of the manufacturer to conform to the requirements, unless deviations have been cited by the bidder and acceptance is based upon the exceptions.

End of Section

.....

SCHEDULE OF PRICES

Company Name: Torgerson's Equipment

Mailing Address: 4802 Garner Lake Rd Gillette, WY 82718

to furnish equipment as specified to the City of Douglas, Wyoming, in accordance with specifications dated **July 24th, 2025**

BID ITEM DESCRIPTION

Year – Make – Model:	
Base Bid:	\$
Option #1: (Describe) New 2025 Side Dump Trailer	\$ 60,750.00
Option #2: (Describe)	\$
Less Trade-In (Describe)	-\$
Less Government Concessions:	-\$ included
Total Bid Amount:	\$ 60,750.00

In addition to this proposal, the undersigned Bidder agrees to submit complete information, including specifications and descriptive literature to fully describe and illustrate the equipment, vehicle, and/or accessories offered. Bidder proposes to deliver equipment or vehicles in accordance with the schedule included in the Bid Information. The Bidder understands that the Owner allows a 5% preference to Wyoming residents and that Bids may be subject to the Wyoming Preference Act. The Bidder further attests that the specifications relating to the bid security are understood and the conditions set forth in said specifications are agreed upon.

Signature of Representative Responsible for Bid: [Signature]

Printed Name & Title of Signer: Dan Blakeman Sales Consultant

Company Name & Address of Bidder: 4802 Garner Lake Rd
Gillette, WY 82718

(Proposal must be filled out, signed and submitted with the bid document)

End of Section

.....

Bidder Initials: DB

Updated Form 12-2019, Page 6 of 12

SIGNATURE PAGE

IF BIDDER IS:

AN INDIVIDUAL

By: _____ doing business as: _____

(Name)

Address: _____ Phone: _____

A PARTNERSHIP

By: _____ (seal)

(Firm Name)

(General Partner)

Business Address: _____ Phone: _____

A CORPORATION

By: _____ of _____
(Corporation Name) (State of Incorporation)

By: _____
(Signature) (Title)

ATTEST: _____ (Corporate Seal)

Business Address: _____ Phone: _____

A JOINT VENTURE

By: _____ Address: _____

By: _____ Address: _____

By: _____ Address: _____

By: _____ Address: _____

(Each member of the joint venture must sign; attach additional sheet if necessary.)

Bidder Initials: DB
Updated Form 12-2019, Page 7 of 12

**CITY OF DOUGLAS, WYOMING
NOTICE OF AWARD
EQUIPMENT & VEHICLES**

Name of Company	
Attention To	
Mailing Address	
City/State/ZIP	

Project (as it appears on Bid documents)	
Contract Price	

The Owner has considered the bid submitted by you for the above-described vehicle or equipment in response to its advertisement for bids dated **Publication Dates August 6th and August 13th, 2025.** You are hereby notified that your bid has been accepted for items in the amount of:

Year – Make – Model:	
Base Bid:	\$
Option #1: (Describe) New 2025 Side Dump Trailer	\$
Option #2: (Describe)	\$
Less Trade-In (Describe)	-\$
Less Government Concessions:	-\$
Total Bid Amount:	\$

You are required, as set forth in the bid specifications, to execute any required documentation within ten (10) days from the date of this notice and return to the Owner. Failure to comply with these conditions within the time specified will entitle Owner to consider your bid in default, to annul this Notice of Award, and to declare your bid security forfeited.

Other conditions or precedents, if any:

--

Dated this ____ day of _____, 20__.

Bidder Initials: DB
Updated Form 12-2019, Page 8 of 12

CITY OF DOUGLAS, OWNER

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged.

By: _____
SIGNATURE

By: _____
SIGNATURE

Name/Title: J.D. Cox City Manager

Printed Name: _____

Title: _____

Please sign and send back to: City of Douglas, Attn: City Clerk
P.O. Box 1030, Douglas, WY 82633

End of Section

.....

Bidder Initials: DB
Updated Form 12-2019, Page 9 of 12

SPECIFICATIONS

Specifications are for **One New 2025 Side Dump Trailer**. These are the minimum specifications for this unit; you must meet or exceed these specifications. If indication "No" is marked to any specifications, you must provide on a separate sheet of paper an explanation of the item that you would supply in place of the specified item. Any item not marked may result in rejection of the bid.

SCOPE: The vehicle or equipment being specified will be assigned to the **City Of Douglas Landfill** and will be used within the City of Douglas as follows:

--

	Meets Specifications	Yes	No
I. DIMENSIONS			
1. Minimum Width 102" (inches)		✗	
2. Minimum Tube Length 34' (feet)		✗	
3. Maximum Length 41' (feet) 6" (inches)		✗	
4. Other:			

	Meets Specifications	Yes	No
II. TUB CONSTRUCTION			
1. 1/4" AR-400 Steel		✗	
2. Smooth Rolled Tub w/no Linear Bends to form Tub		✗	
3. No Center Divider		✗	
4. Curb-side Steel Tub Extension		✗	
5. Other:			

	Meets Specifications	Yes	No
III. FRAME CONSTRUCTION			
1. Beams MUST be Welded on Both Sides, Top and Bottom		✗	
2. Two Speed Landing Legs		✗	
3. 18" (inch) Kingpin Setback Dimension		✗	
4. Other:			

	Meets Specifications	Yes	No
IV. TUB PIVOTS			
1. Minimum of Four (4) Pivot Points on Each Side of Tub		✗	
2. Self-aligning, Self-lubricated, Maintenance Free Bushings		✗	
3. No Grease Zerks for Pivots		✗	
4. Plated Pivot Pins		✗	
5. Other:			

Meets Specifications Yes No

Bidder Initials: DB

Updated Form 12-2019, Page 10 of 12

V. HYDRAULICS			
1. Two (2) 5" (inch) Trunnion Mounted Hydraulic Cylinders		X	
2. 3,000 P.S.I Rated Hydraulic Components		X	
3. Proportional Flow Divider		X	
4. Electric/Hydraulic Directional Flow Control Valve		X	
5. Other:			

		Meets Specifications	Yes	No
VI. SUSPENSION				
1. 23,000 lbs. (pounds) Per Axle, Air Ride Suspension			X	
2. Other:				

		Meets Specifications	Yes	No
VII. AXLES				
1. Hub Piloted Grease Lube Axles			X	
2. Axle Beams Rated at 23,000 lbs. (pounds)			X	
3. Axle Spacing of 49" (inches)			X	
4. Minimum of Two (2) Axles			X	
5. Other:				
6.				

		Meets Specifications	Yes	No
VIII. WHEELS AND TIRES				
1. Wheels: 12.25" (inch) x 22.5" (inch) Aluminum			X	
2. Tires: 385/65-R22.5 Wide Base Radial			X	
3. Other:				

		Meets Specifications	Yes	No
IX. BRAKES				
1. 16.5 x 7" (inch) Cam Air Brakes			X	
2. 2S 1M Anti-lock Brake System			X	
3. Other:				

		Meets Specifications	Yes	No
X. FENDERS				
1. Front and Rear Bolt-on Rubber Flexible Fenders			X	
2. Flexible Mudflaps Front and Rear			X	
3. Other:				

XI. LIGHTS			
1 LED Low-profile High Impact Lights		X	
2 Sealed Weathertight Wire Harness		X	
3 Other:			

Bidder Initials: DB
Updated Form 12-2019, Page 11 of 12

XII. PAINT		
1. Tub: Black	X	
2. Frame: Black	X	
3. Other		

XIII. MISCELLANEOUS		
1. Full Manufacturer's Standard Warranty	X	
2. Dealer Order Form Showing All Equipment Being Bid	X	
3. Other		

Bidder Initials: DB
Updated Form 12-2019, Page 12 of 12

TO THE BID DOCUMENTS
One New 2025 Side Dump Trailer

To All Planholders and/or Prospective Bidders:

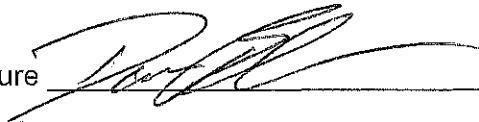
The following changes, additions, and/or deletions are hereby made as part of the Bid Documents for the SPECIFICATIONS, BID INFORMATION AND FORMS, AND NOTICE OF AWARDS page of the One New 2025 Side Dump Trailer dated 7/24/2025, as fully and completely as if the same were fully set forth therein:

CITY OF DOUGLAS CALL FOR BIDS

- A. Change Section VIII Wheel And Tires, #1 – “Wheels: 8.25” (inch) x 22.5” (inch) Aluminum.”
- B. Change Section VIII Wheel And Tires, #2 – “Tires: 11R22.5”
- C. Change Bid Information And Forms – “Sealed bids will be received until **August 27th, 2025...**”
- D. Change Notice of Awards – “Publication Dates August 6th, August 13th, and August 20th, 2025.”

Sign, date and include this addendum with bid as acknowledgement of Addendum 1

Bidders signature



Date

8-20-25



TRAIL KING Industries, Inc.

300 East Norway
Mitchell, SD 57301

Ph: (800) 843-3324

Fax: (605) 995-6500

www.trailking.com

2130 3rd Ave. NW
West Fargo, ND, 58078

Ph: (800) 762-5557

Fax: (701) 292-3039

1200 Gehl Drive
Yankton, SD 57078

Ph: (605) 665-8415

Fax: (605) 665-0810

To: Torgerson's
4701 River Dr. North
Great Falls, Montana 59405
Attn: Brent Wood
Phone: 406-453-1453
Fax:
Email: brent.wood@torgersons.biz
PO #:

Issued: August 21, 2025

Quote #: TK-91979.01
Ref: TEC-TKSSD402-CityofDouglas

Contact: Tyson Williams
Phone: 605-770-9893
Fax:
Email: twilliams@trailking.com
Est.
Comp.
Expires: September 10, 2025
FOB:

****TKSSD-40 Steel Side Dump - 35' 11" Kingpin to Center of Last 18300-TKSSD-40_New**

18300-Base

Item #	Category	Description	Weight (lbs)	Qty	Unit Price	Total
18300	Materials Hauling	**TKSSD-40 Steel Side Dump - 35' 11" Kingpin to Center of Last Axle, 9' 10" Overall Height, 102" Overall Width, 39' 8" Overall Length, & 34' Tub Length; 21 Cu Yd Water Level, 28 Cu Yd Heaped	14,560			

18300-General - TKSSD-40

Item #	Category	Description	Weight (lbs)	Qty	Unit Price	Total
08569	General - Misc	DOT Inspection				
18309	Fifth Wheel / King Pin	Drop In Replaceable Kingpin				
18396	Fifth Wheel / King Pin	48" 5th-wheel height				
18369	Landing Gear	Pin Style (non load bearing)				
17866	Paint	Zinc-rich Primer				
08024	Paint	S7203 Black with white decals				
18508	Paint	Red & white conspicuity markings				
18472	Document Holder	Document Holder: 4-1/2" Round				

18300-Tub - TKSSD-40

Item #	Category	Description	Weight (lbs)	Qty	Unit Price	Total
18310	Tub	Tub Sheets: 6mm Abrasion Resistant 450				



TRAIL KING Industries, Inc.

300 East Norway
Mitchell, SD 57301

Ph: (800) 843-3324

Fax: (605) 995-6500

www.trailking.com

2130 3rd Ave. NW
West Fargo, ND, 58078

Ph: (800) 762-5557

Fax: (701) 282-3038

1200 Gehl Drive
Yankton, SD 57078

Ph: (605) 665-8415

Fax: (605) 665-0810

18311	Tub / Option Controls	Trailer Mounted Directional Control Valve
18509	Tub / Option Controls	Remote grease lines for cylinder pins
18323	Pup Controls	No Pup Controls
18317	Tub / Option Controls	5" Hydraulic Cylinders
18420	Tub / Option Controls	Cab Controls (Includes plug, 20' cable, & switches)
18373	Tarps	No Tarp

18300-Suspension - TKSSD-40

Item #	Category	Description	Weight (lbs)	Qty	Unit Price	Total
18329	Suspensions	Tandem Axle: (2) 23k Air Ride w/ Liquid Filled Pressure Gauge				
18343	Suspensions	49" / 50" Spacing				
18448	Axles	Standard Axle				
18458	Brakes / Air	2S1M / 2S2M Anti-Lock Brake System				
18449	Axles	20k Drum Brakes - Standard Life w/ 6" Autoslacks (per axle)		2		
18460	Hub / Drum	Steel Hub - Cast Drum (per axle)		2		
15051	Down Axle Wheels (inside)	8.25 x 22.5 10-hole machined (SP) aluminum wheel (per wheel) Accuride ILO Std 8.25 x 22.5 10-hole steel disc wheel		4	\$40	
15051	Down Axle Wheels (outside)	8.25 x 22.5 10-hole machined (SP) aluminum wheel (per wheel) Accuride ILO Std 8.25 x 22.5 10-hole steel disc wheel		4		
08673	Lift Axle Wheels (inside)	No Lift Axle				
08673	Lift Axle Wheels (outside)	No Lift Axle				
18801	Down Axle Tires	RoadX 11R22.5 RH652 14 Ply Tire		8		
08673	Lift Axle Tires	No Lift Axle				
18319	Push Block / Pintle Hitch	Heavy Duty Pushblock				
18364	Flaps, Mud Guards & Fenders	Plastic Front Fenders				
18467	Flaps, Mud Guards & Fenders	Rounded Plastic Rear Fenders				
18468	Flaps, Mud Guards & Fenders	Standard Mudflaps w/ Anti Sail Bracket				



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1200 Gehl Drive
Yankton, SD 57078

Ph: (605) 665-8415

Fax: (605) 665-0810

18300-Electrical - TKSSD-40

Item #	Category	Description	Weight (lbs)	Qty	Unit Price	Total
17160	Lights / Electrical	Grote LED Lights w/ Midtrun & Strobes Replacing Third Taillight				
18726	Lights / Electrical	Grote sealed electrical harness system				

TOTALS

Weight (lbs) = 14320

Total: \$70,224.00

Trade Discount (20%):

Additional Discount (5%):

Discounted Net:

Unit Sale Price: 4

F.E.T: \$0.00

Freight: \$0.00

Total Unit Sale Price: 4

Quantity of Units: 1

Total Sale Price:

Net Due:

Prices in US Dollars

Sign Here:

Date:

*This order may be subject to tariff related surcharges.

** Freight charge to be determined at time of shipment.

Approved change orders will be subject to a change order fee.

Terms and Conditions



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Mitchell, SD 57301

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Ph: (800) 762-6557

Fax: (701) 282-3039

1200 Gehl Drive
Yankton, SD 57078

Ph: (605) 665-8415

Fax: (605) 665-0810

- Prices effective 9/8/2024. Prices and specs subject to change without notice.
- Order pricing and specifications finalized at 16 week window.
- All orders and terms subject to credit approval.
- Federal Excise Tax calculated on selling price to non-exempt end user.
- Non-Standard production units require 20% down payment.
- Fifth-wheel trailers may require 10% down payment to secure production slot.
- Promised Date subject to change under following conditions:
 1. Change in customer credit status.
 2. Approval drawing not signed promptly.
 3. Down payment not received promptly.
 4. Customer change order modifying design, manufacturing or sourcing time.

△ MATERIALS HAULING CONSTRUCTION

TRAIL KING



TKSSD

STEEL SIDE DUMP



STANDARD FEATURES



Two-Piece Rolled Tub

The abrasion-resistant tub is constructed of two rolled pieces of 6mm Hardox 450. The round bottom delivers fast, clean dumping of the load away from the trailer, with no "carry back". The fewer weld seams, minimizes likelihood of cracking. This tub design results in weight savings.



5" Cylinders

5" bore, single-stage cylinders offer a smooth, fast dump cycle for faster cycle times. The single-stage cylinders are low maintenance. Two-pin mounting makes them easily removable if they need to be repaired or replaced.



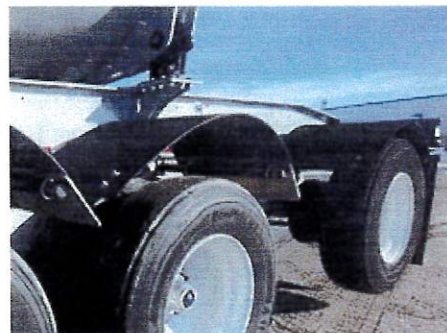
One-Piece Fabricated I-Beam

Trail King I-beams are constructed of one-piece web and flange material. The result is a mainframe that is stronger, with less twisting and a significant improvement in stability.



Increased Stability

An additional center tub pivot provides a smoother dumping process with no wheel hop at the end of the dump cycle while maintaining a dump angle of 41 degrees.



Plastic Rounded Fenders

Rugged, flexible, impact-absorbent plastic rounded fenders (front and rear) shed falling debris to protect both the trailer and wheels. Improved tarp and truck fender clearance increases durability.



Control Kit

Trail King Side Dump trailers come standard with a trailer-mounted cab control kit. Consistent componentry makes maintenance easy between models and ensures long-term commitment.

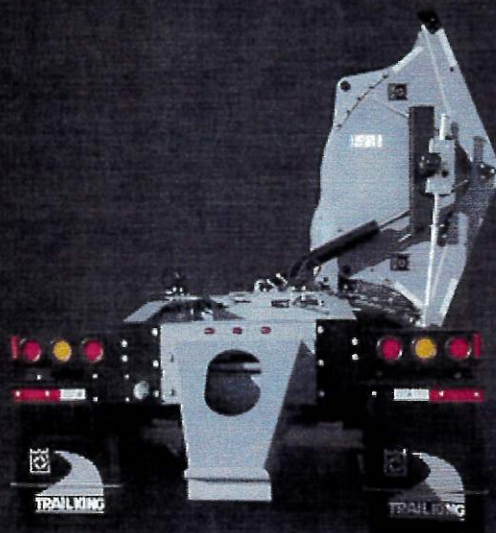


TRAIL KING

STEEL SIDE DUMP

DESIGNED TO PERFORM ENGINEERED TO LAST.

The two-piece rolled design of Trail King's Steel Side Dump tub delivers a fast, stable unloading process ensuring materials are dumped further away and eliminating carry back. Main frame I-beams constructed of one-piece web and flange material, result in a trailer with the rugged strength and durability to stand up to your toughest loads. There is no limit to what this trailer can haul.



Popular Options

- Electric tarp systems
- Additional light packages
- Tarp safety switch
- Pintle Hitch

Find your nearest rep: www.TrailKing.com/find-a-rep

#LOOKFORTHETRIANGLES

[in](#) [@](#) [t](#) [f](#) [v](#) @trailkingind



LOOKING FOR MORE?

Navigate to www.trailking.com, and click on the SOLUTIONS tab. Each product page includes specifications, video, literature, images, services information and our official color card.



Removable Kingpin

Standard drop-in removable kingpin, greaseless bushings, remote cylinder grease lines and bolt-on parts provide ease of maintenance.



Tub Pivots

Feature an extended alignment guide so the pivot bushing returns to sit perfectly in the pivot saddle. The larger bearing surfaces reduce wear and provide full contact with the pivot bar for a stronger, more secure lock down. All pivot points are mounted on full-width I-beam cross members for the most load-bearing strength.



New Tub Geometry

Drastically increases tub to truck clearance when dumping. Improves cycle stability, and provides better rear-view visibility and component protection.

STRONG & STABLE

TO STAND UP TO YOUR TOUGHEST LOADING & HAULING NEEDS

TKSSD STANDARD EQUIPMENT:	TKSSD-202	TKSSD-302	TKSSD-362, 402	TKSSD-413, 433, 473	TKSSD-484	TKSSD-495
Design payload	30,000 lbs.	40,000 lbs.	60,000 lbs.	63,000 lbs.	66,000 lbs.	70,000 lbs.
Axles	2	2	2	3	4	5
Overall Length	20'2"	29'11"	35'11" - 39'8"	40'8" - 46'8"	47'8"	49'0"
Tub Length	18'	28'	34'	36'	36'	39'
Overall Height	9'10"	9'10"	9'10"	9'10"	9'11"	9'11"
Capacity (Water Level)	11 cu.yds.	17 cu. yds.	21 cu. yds.	22 cu. yds.	22 cu. yds.	24 cu. yds.
Capacity (Full)	15 cu.yds.	23 cu.yds.	28 cu.yds.	30 cu.yds.	30 cu.yds.	32 cu.yds.
KP to Center of Last Axle	15'11"	26'2"	32'2" - 35'11"	36'11" - 42'11"	43'11"	45'3"
Empty Weight +/- 3%	11,460 lbs.	12,745 lbs.	14,010 - 14,310	16,465 - 17,000 lbs.	19,226 lbs.	22,060 lbs.
Zinc-Rich Primer and polyurethane paint	X	X	X	X	X	X

ADDITIONAL STANDARD EQUIPMENT:

- Hardox 450 abrasion resistant tub
- 5" dia. hydraulic cylinders
- Air ride suspension
- 8.25 x 22.5 steel wheels
- Automatic slack adjusters with 16.5" x 7" air brakes
- 11R22.5 x 14 Radial tires
- Pin style landing gear
- Impact-absorbent plastic fenders - front and back
- Lightweight bolt in push block
- LED lights

PROTECT YOUR INVESTMENT COMPREHENSIVE SUPPORT UNMATCHED SERVICE



From financing a trailer, to a complete refurbishment at our Factory Service Center, Trail King is there to keep your team hauling, day in and day out. Our trusted network of dealers and certified experts are ready to assist you.

△ PARTS

KEEP YOUR TEAM HAULING. Instantly access over 10,000 on-hand parts and a variety of online tools. All Trail King Certified dealers, fleets, and service facilities can place same-day shipping orders for convenient and efficient ordering. Customers looking for more information can contact a local Trail King dealer or submit direct inquiries to parts@trailking.com.

△ REFURB

PROTECT YOUR INVESTMENT. Extend the life of your trailer and increase future resale value by restoring it through Trail King's factory refurbishment program. Customers can request a free estimate for comprehensive refurbishments or specified repairs by visiting trailking.com/refurb-service. Our expert technicians specialize in Trail King equipment, but we also welcome other trailer brands.

△ FINANCE

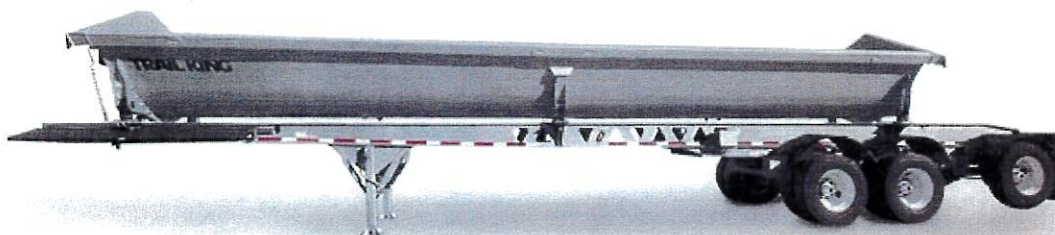
100% EQUIPMENT FINANCING! Competitive rates and flexible terms are designed to make a Trail King purchase affordable, convenient, and secure. Trail King's innovative payment program operates with an understanding of the changing demands businesses face. Our full suite of financing structures, including Loans, Finance Leases, and TRAC Leases, makes it easier than ever before to own a Trail King trailer.

TRAIL KING IS BUILDING SUCCESS.

Trail King Industries, Inc., headquartered in Mitchell, SD, is the leading manufacturer of open deck and materials hauling trailers for the asphalt paving, construction, commercial hauling, agriculture, and specialized transport industries.

Over the years, Trail King has always kept one thing a top priority, our customers' success. Our trailers are customized for unique challenges and together we can create a solution that is just right for your team.

We don't just build trailers. We design hauling solutions.



trailking.com / TKSSD

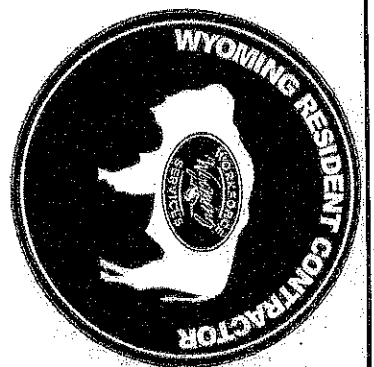
300 East Norway Ave. Mitchell, SD 57301 | 800-843-3324 | trailking.com

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STATE OF WYOMING

CERTIFICATE OF RESIDENCY



Contractor Number: 2114

THIS CERTIFIES THAT:

TORGERSON'S, INC.

HAS BEEN GRANTED RESIDENCY STATUS PURSUANT TO WYOMING STATUTE 16-6-101, AS AMENDED. FIVE PERCENT PREFERENCE SHALL BE ALLOWED WHEN BIDDING ON ANY PUBLIC WORKS CONTRACT FOR A PERIOD OF ONE (1) YEAR FROM THE DATE CERTIFICATION IS GRANTED.

GRANTED THIS 2ND DAY OF JUNE TWO THOUSAND AND 25

Lee Williams

Lee Williams, Business Consultant Manager

EXPIRATION DATE: 6/1/2026

To verify the authenticity of the certificate,

please contact our office at 307-777-7261 or visit

dws.wyo.gov/dws-division/labor-standards

CERTIFICATE SERIAL NUMBER: 0206202528





CITY OF DOUGLAS

Bid Specifications and Contract Documents for
One New 2025 Side Dump Trailer

Douglas City Hall
101 N. 4th Street
PO Box 1030
Douglas, WY 82633

Public Works/ Douglas Landfill
420 W. Grant St.
Douglas, WY 82633

TABLE OF CONTENTS

Check if Included	Document Description
	1. Instructions to Bidders and Call for Bids (Legal Advertisement and Detailed Notice)
	2. Bid Information and Forms:
	a. Schedule of Prices
	b. Signature Page
	3. Notice of Award – Vehicles and Equipment
	4. Specifications

All items checked are in this packet.

End of Section

.....

Bidder Initials: DB
Updated Form 12-2019, Page 2 of 12

CITY OF DOUGLAS
INSTRUCTIONS TO BIDDERS – EQUIPMENT AND VEHICLES
July 24, 2025

1. DEFINED TERMS

- A. The term “OWNER” means the City of Douglas, a municipal corporation, located at 101 North 4th Street, P.O. Box 1030, Douglas, Wyoming 82633.
- B. The term “BIDDER” means the individual person or company who submits a bid directly to the Owner and is distinct and separate from a sub-bidder, who submits a bid to a Bidder.
- C. The term “SUCCESSFUL BIDDER” means the lowest, qualified, responsible, and responsive Bidder who receives the project award based on the Owner's evaluation.
- D. The term “BIDDING DOCUMENTS” includes the instructions to bidders, the bid form (including bid schedule, if applicable), drawings, specifications, and all other proposed documents (including all addenda issued prior to receipt of bids, if applicable).

2. ADVERTISEMENT FOR BIDS

- A. Sealed bids for **One New 2025 Side Dump Trailer** will be received at Douglas City Hall, 101 N. 4th Street, until **2:30 PM** MST on **August 20th, 2025** and then will be publicly opened and read aloud. Any bids received after the specified date and time will not be accepted or considered. Approved bidding documents may be obtained at **101 N. 4TH St.**, or on the City of Douglas website at www.cityofdouglas.org under the “Bid Postings” tab. Each bid must be submitted on the bid form. Bids may be subject to the Wyoming Preference Act. Mail submitted bids to the City Clerk, City of Douglas, P.O. Box 1030, Douglas, WY 82633, or deliver to the City Clerk at 101 N. 4th Street, Douglas, WY. To perform public work, the successful Bidder and subcontractors, prior to contract award, shall hold or obtain such licenses as required by State Statutes and federal and local laws and regulations. The City of Douglas reserves the right to reject any and all bids, to waive as an informality any irregularities contained in a bid, and to accept the bid that serves the best interests of the City.

/s/ Sonya Ortega, City Clerk; Published: **August 6th and August 13th 2025**, Douglas Budget

Bidder Initials: DB
Updated Form 12-2019, Page 3 of 12

**CITY OF DOUGLAS
BID INFORMATION AND FORMS**

1. Sealed bids will be received until **August 20th, 2025** at the Office of the City Clerk and will be opened and publicly read aloud immediately thereafter in the Conference Room, City of Douglas, Wyoming, 101 North 4th Street, Douglas, Wyoming, for **One New 2025 Side Dump Trailer**. Demonstrative units will not be accepted or considered in the bid proposal.
2. Bid proposals delivered in person will be received **only** at the Office of the City Clerk. Bids received **after** the time fixed for bid reception **will not be considered**. All bids must be clearly marked **"One New 2025 Side Dump Trailer"** with the bidder's name and the time and date of the opening on the outside of the envelope. The City of Douglas reserves the right to reject any and all bids, to waive as an informality any irregularities contained in a bid, and to accept the bid that serves the best interests of the City.
3. Approved Specifications and Form of Contract Documents may be obtained **at City Hall 101 N. 4th ST. Douglas Wyoming 82633**, or on the City of Douglas website, www.cityofdouglas.org, under "Bid Postings/Related Documents" section.
4. Delivery will be accepted **120 days after notice**. (Free on Board) Douglas, Wyoming. Tax Exempt Certificate will be furnished by the City of Douglas.
5. Complete sets of bidding documents must be used in preparing bids; the Owner does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of bidding documents. The Owner, in making copies of bidding documents available on the above terms, do so only for the purpose of obtaining bids on the work and do not confer a license or grant for any other use.
6. The policy of the City of Douglas is to provide and afford equal treatment and service to all citizens and assure equal employment opportunity based on ability and fitness to all persons regardless of race, creed, national origin, sex, physical or mental disabilities or age. This policy shall apply to every aspect of employment practices, employee treatment and public contact. No qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs or activities of the City of Douglas, or be subjected to discrimination. Pursuant to the Americans with Disabilities Act, reasonable accommodation for persons with disabilities who wish to participate in these services, programs, or activities shall be made upon request to City of Douglas, ADA Coordinator Tony Tolstedt at Douglas City Hall, 101 North 4th Street, Douglas, Wyoming.
7. The City of Douglas hereby notifies all bidders that it will affirmatively ensure that pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, creed, color, sex, physical or mental disabilities, or national origin in consideration of an award.
8. The bidder shall indicate his compliance with a "Yes" or non-compliance with a "No" in each line-item specification. Where submitted literature does not support the meeting of these specifications,

Bidder Initials: DB

Updated Form 12-2019, Page **4** of **12**

the bidder shall outline fully on company letterhead stationery the variation from specification. Any unit not conforming to the specifications will be rejected, and it will be the responsibility of the manufacturer to conform to the requirements, unless deviations have been cited by the bidder and acceptance is based upon the exceptions.

End of Section

.....

SCHEDULE OF PRICES

Company Name: Torgerson's Equipment

Mailing Address: 4802 Garner Lake Rd Gillette, WY 82718

to furnish equipment as specified to the City of Douglas, Wyoming, in accordance with specifications dated **July 24th, 2025**

BID ITEM DESCRIPTION

Year – Make – Model:	
Base Bid:	\$
Option #1: (Describe) New 2025 Side Dump Trailer	\$ 60,925.00
Option #2: (Describe)	\$
Less Trade-In (Describe)	-\$
Less Government Concessions:	-\$
Total Bid Amount:	\$ 60,925.00

In addition to this proposal, the undersigned Bidder agrees to submit complete information, including specifications and descriptive literature to fully describe and illustrate the equipment, vehicle, and/or accessories offered. Bidder proposes to deliver equipment or vehicles in accordance with the schedule included in the Bid Information. The Bidder understands that the Owner allows a 5% preference to Wyoming residents and that Bids may be subject to the Wyoming Preference Act. The Bidder further attests that the specifications relating to the bid security are understood and the conditions set forth in said specifications are agreed upon.

Signature of Representative Responsible for Bid: 

Printed Name & Title of Signer: DAN BLAKEMAN Sales Consultant

Company Name & Address of Bidder: Torgerson's Equipment
4802 Garner Lake Rd Gillette, WY 82718

(Proposal must be filled out, signed and submitted with the bid document)

End of Section

.....

Bidder Initials: 

Updated Form 12-2019, Page 6 of 12

SIGNATURE PAGE

IF BIDDER IS:

AN INDIVIDUAL

By: _____ doing business as: _____

(Name)

Address: _____ Phone: _____

A PARTNERSHIP

By: _____ (seal)

(Firm Name)

(General Partner)

Business Address: _____ Phone: _____

A CORPORATION

By: _____ of _____
(Corporation Name) (State of Incorporation)

By: _____
(Signature) (Title)

ATTEST: _____ (Corporate Seal)

Business Address: _____ Phone: _____

A JOINT VENTURE

By: _____ Address: _____

By: _____ Address: _____

By: _____ Address: _____

By: _____ Address: _____

(Each member of the joint venture must sign; attach additional sheet if necessary.)

Bidder Initials: DB
Updated Form 12-2019, Page 7 of 12

**CITY OF DOUGLAS, WYOMING
NOTICE OF AWARD
EQUIPMENT & VEHICLES**

Name of Company	
Attention To	
Mailing Address	
City/State/ZIP	

Project (as it appears on Bid documents)	
Contract Price	

The Owner has considered the bid submitted by you for the above-described vehicle or equipment in response to its advertisement for bids dated **Publication Dates August 6th and August 13th, 2025.** You are hereby notified that your bid has been accepted for items in the amount of:

Year – Make – Model:	
Base Bid:	\$
Option #1: (Describe) New 2025 Side Dump Trailer	\$
Option #2: (Describe)	\$
Less Trade-In (Describe)	-\$
Less Government Concessions:	-\$
Total Bid Amount:	\$

You are required, as set forth in the bid specifications, to execute any required documentation within ten (10) days from the date of this notice and return to the Owner. Failure to comply with these conditions within the time specified will entitle Owner to consider your bid in default, to annul this Notice of Award, and to declare your bid security forfeited.

Other conditions or precedents, if any:

--

Dated this ____ day of _____, 20____.

Bidder Initials: DB
Updated Form 12-2019, Page 8 of 12

CITY OF DOUGLAS, OWNER

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged.

By: _____
SIGNATURE

By: _____
SIGNATURE

Name/Title: J.D. Cox City Manager

Printed Name: _____

Title: _____

Please sign and send back to: City of Douglas, Attn: City Clerk
P.O. Box 1030, Douglas, WY 82633

End of Section

.....

Bidder Initials: DB
Updated Form 12-2019, Page 9 of 12

SPECIFICATIONS

Specifications are for **One New 2025 Side Dump Trailer**. These are the minimum specifications for this unit; you must meet or exceed these specifications. If indication "No" is marked to any specifications, you must provide on a separate sheet of paper an explanation of the item that you would supply in place of the specified item. Any item not marked may result in rejection of the bid.

SCOPE: The vehicle or equipment being specified will be assigned to the **City Of Douglas Landfill** and will be used within the City of Douglas as follows:

--

Meets Specifications	Yes	No
I. DIMENSIONS		
1. Minimum Width 102" (inches)	☒	
2. Minimum Tube Length 34' (feet)	☒	
3. Maximum Length 41' (feet) 6" (inches)	☒	
4. Other:		

Meets Specifications	Yes	No
II. TUB CONSTRUCTION		
1. 1/4" AR-400 Steel	☒	
2. Smooth Rolled Tub w/no Linear Bends to form Tub	☒	
3. No Center Divider	☒	
4. Curb-side Steel Tub Extension	☒	
5. Other:		

Meets Specifications	Yes	No
III. FRAME CONSTRUCTION		
1. Beams MUST be Welded on Both Sides, Top and Bottom	☒	
2. Two Speed Landing Legs	☒	
3. 18" (inch) Kingpin Setback Dimension	☒	
4. Other:		

Meets Specifications	Yes	No
IV. TUB PIVOTS		
1. Minimum of Four (4) Pivot Points on Each Side of Tub	☒	
2. Self-aligning, Self-lubricated, Maintenance Free Bushings	☒	
3. No Grease Zerks for Pivots	☒	
4. Plated Pivot Pins	☒	
5. Other:		

Meets Specifications Yes No

Bidder Initials: DB

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V. HYDRAULICS		
1. Two (2) 5" (inch) Trunnion Mounted Hydraulic Cylinders	X	
2. 3,000 P.S.I Rated Hydraulic Components	X	
3. Proportional Flow Divider	X	
4. Electric/Hydraulic Directional Flow Control Valve	X	
5. Other:		

Meets Specifications			Yes	No
VI. SUSPENSION				
1. 23,000 lbs. (pounds) Per Axle, Air Ride Suspension			X	
2. Other:				

Meets Specifications			Yes	No
VII. AXLES				
1. Hub Piloted Grease Lube Axles			X	
2. Axle Beams Rated at 23,000 lbs. (pounds)			X	
3. Axle Spacing of 49" (inches)			X	
4. Minimum of Two (2) Axles			X	
5. Other:				
6.				

Meets Specifications			Yes	No
VIII. WHEELS AND TIRES				
1. Wheels: 12.25" (inch) x 22.5" (inch) Aluminum			X	
2. Tires: 385/65-R22.5 Wide Base Radial			X	
3. Other:				

Meets Specifications			Yes	No
IX. BRAKES				
1. 16.5 x 7" (inch) Cam Air Brakes			X	
2. 2S 1M Anti-lock Brake System			X	
3. Other:				

Meets Specifications			Yes	No
X. FENDERS				
1. Front and Rear Bolt-on Rubber Flexible Fenders			X	
2. Flexible Mudflaps Front and Rear			X	
3. Other:				

XI. LIGHTS				
1 LED Low-profile High Impact Lights			X	
2 Sealed Weathertight Wire Harness			X	
3 Other:				

Bidder Initials: DB
Updated Form 12-2019, Page 11 of 12

XII. PAINT			
1. Tub: Black	X		
2. Frame: Black	X		
3. Other			

XIII. MISCELLANEOUS			
1. Full Manufacturer's Standard Warranty	X		
2. Dealer Order Form Showing All Equipment Being Bid	X		
3. Other			

Bidder Initials: DB
Updated Form 12-2019, Page 12 of 12



TRAIL KING Industries, Inc.

300 East Norway
Mitchell, SD 57301
Ph: (800) 843-3324
Fax: (605) 995-6500
www.trailking.com

2130 3rd Ave. NW
West Fargo, ND, 58078
Ph: (800) 762-5557
Fax: (701) 282-3038

1200 Gehl Drive
Yankton, SD 57078
Ph: (605) 665-8415
Fax: (605) 665-0810

To: Torgerson's
4701 River Dr. North
Great Falls, Montana 59405
Attn: Brent Wood
Phone: 406-453-1453
Fax:
Email: brent.wood@torgersons.biz
PO #:
Issued:

Quote #: TK-91979.00
Ref: TEC-TKSSD402-CityofDouglas
Contact: Tyson Williams
Phone: 605-770-9893
Fax:
Email: twilliams@trailking.com
Est.
Comp.
Expires: September 10, 2025
FOB:

**TKSSD-40 Steel Side Dump - 35' 11" Kingpin to Center of Last 18300-TKSSD-40_New

18300-Base

Item #	Category	Description	Weight (lbs)	Qty	Unit Price	Total
18300	Materials Hauling	**TKSSD-40 Steel Side Dump - 35' 11" Kingpin to Center of Last Axle, 9' 10" Overall Height, 102" Overall Width, 39' 8" Overall Length, & 34' Tub Length; 21 Cu Yd Water Level, 28 Cu Yd Heaped	14,560			

18300-General - TKSSD-40

Item #	Category	Description	Weight (lbs)	Qty	Unit Price	Total
08569	General - Misc	DOT Inspection				
18309	Fifth Wheel / King Pin	Drop In Replaceable Kingpin				
18396	Fifth Wheel / King Pin	48" 5th-wheel height				
18369	Landing Gear	Pin Style (non load bearing)				
17866	Paint	Zinc-rich Primer				
08024	Paint	S7203 Black with white decals				
18508	Paint	Red & white conspicuity markings				
18472	Document Holder	Document Holder: 4-1/2" Round				

18300-Tub - TKSSD-40

Item #	Category	Description	Weight (lbs)	Qty	Unit Price	Total
18310	Tub	Tub Sheets: 6mm Abrasion Resistant 450				



TRAIL KING Industries, Inc.

300 East Norway
Mitchell, SD 57301

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Fax: (605) 995-6500

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West Fargo, ND, 58078

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Yankton, SD 57078

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Fax: (605) 665-0810

18311	Tub / Option Controls	Trailer Mounted Directional Control Valve
18509	Tub / Option Controls	Remote grease lines for cylinder pins
18323	Pup Controls	No Pup Controls
18317	Tub / Option Controls	5" Hydraulic Cylinders
18420	Tub / Option Controls	Cab Controls (Includes plug, 20' cable, & switches)
18373	Tarps	No Tarp

18300-Suspension - TKSSD-40

Item #	Category	Description	Weight (lbs)	Qty	Unit Price	Total
18329	Suspensions	Tandem Axle: (2) 23k Air Ride w/ Liquid Filled Pressure Gauge				
18343	Suspensions	49" / 50" Spacing				
18448	Axles	Standard Axle				
18458	Brakes / Air	2S1M / 2S2M Anti-Lock Brake System				
18449	Axles	20k Drum Brakes - Standard Life w/ 6" Autoslacks (per axle)		2		
18460	Hub / Drum	Steel Hub - Cast Drum (per axle)		2		
15098	Down Axle Wheels (inside)	No Inside Wheel Required (outside wheels are Super Singles)		4		
15078	Down Axle Wheels (outside)	12.25 x 22.5 (XP) Polished - 4" Offset - Accuride (per wheel) ILO Std 8.25 x 22.5 10-hole steel disc wheel		4		
08673	Lift Axle Wheels (inside)	No Lift Axle				
08673	Lift Axle Wheels (outside)	No Lift Axle				
18806	Down Axle Tires	Continental 385/65R22.5 HT3 20 Ply (per tire) ILO Std. 11R22.5 RoadX RH652 14 Ply		4		
08673	Lift Axle Tires	No Lift Axle				
18319	Push Block / Pintle Hitch	Heavy Duty Pushblock				
18364	Flaps, Mud Guards & Fenders	Plastic Front Fenders				
18467	Flaps, Mud Guards & Fenders	Rounded Plastic Rear Fenders				
18468	Flaps, Mud Guards & Fenders	Standard Mudflaps w/ Anti Sail Bracket				



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Mitchell, SD 57301

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West Fargo, ND, 58078

Ph: (800) 762-5557

Fax: (701) 282-3038

1200 Gehl Drive
Yankton, SD 57078

Ph: (605) 665-8415

Fax: (605) 665-0810

18451 Suspensions / P Spindles (required w/ super single tires) (per axle) 2 \$149 \$298
Axles

18300-Electrical - TKSSD-40

Item #	Category	Description	Weight (lbs)	Qty	Unit Price	Total
17160	Lights / Electrical	Grote LED Lights w/ Midrun & Strobes Replacing Third Taillight				
18726	Lights / Electrical	Grote sealed electrical harness system				

TOTALS

Weight (lbs) = 14264

Total: \$70,454.00

Trade Discount (20%):)

Additional Discount (5%):

Discounted Net:

Unit Sale Price:

F.E.T: \$0.00

Freight: \$0.00

Total Unit Sale Price:

Quantity of Units: 1

Total Sale Price:

Net Due:

Prices in US Dollars

Sign Here:

Date:

*This order may be subject to tariff related
surcharges.

** Freight charge to be determined at time of
shipment.

Approved change orders will be subject to a change
order fee.

Terms and Conditions



TRAIL KING Industries, Inc.

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Mitchell, SD 57301

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Fax: (605) 665-0810

- Prices effective 9/8/2024. Prices and specs subject to change without notice.
- Order pricing and specifications finalized at 16 week window.
- All orders and terms subject to credit approval.
- Federal Excise Tax calculated on selling price to non-exempt end user.
- Non-Standard production units require 20% down payment.
- Fifth-wheel trailers may require 10% down payment to secure production slot.
- Promised Date subject to change under following conditions:
 1. Change in customer credit status.
 2. Approval drawing not signed promptly.
 3. Down payment not received promptly.
 4. Customer change order modifying design, manufacturing or sourcing time.

△ MATERIALS HAULING CONSTRUCTION

TRAIL KING



TKSSD

STEEL SIDE DUMP



STANDARD FEATURES



Two-Piece Rolled Tub

The abrasion-resistant tub is constructed of two rolled pieces of 6mm Hardox 450. The round bottom delivers fast, clean dumping of the load away from the trailer, with no "carry back". The fewer weld seams, minimizes likelihood of cracking. This tub design results in weight savings.



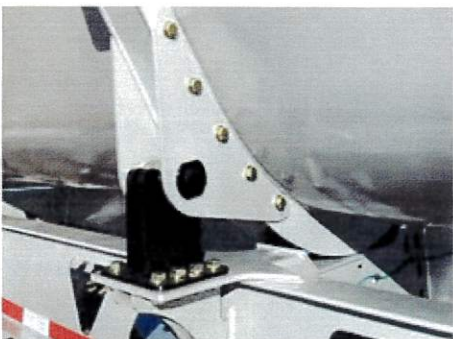
5" Cylinders

5" bore, single-stage cylinders offer a smooth, fast dump cycle for faster cycle times. The single-stage cylinders are low maintenance. Two-pin mounting makes them easily removable if they need to be repaired or replaced.



One-Piece Fabricated I-Beam

Trail King I-beams are constructed of one-piece web and flange material. The result is a mainframe that is stronger, with less twisting and a significant improvement in stability.



Increased Stability

An additional center tub pivot provides a smoother dumping process with no wheel hop at the end of the dump cycle while maintaining a dump angle of 41 degrees.



Plastic Rounded Fenders

Rugged, flexible, impact-absorbent plastic rounded fenders (front and rear) shed falling debris to protect both the trailer and wheels. Improved tarp and truck fender clearance increases durability.



Control Kit

Trail King Side Dump trailers come standard with a trailer-mounted cab control kit. Consistent componentry makes maintenance easy between models and ensures long-term commitment.



TRAIL KING

STEEL SIDE DUMP

DESIGNED TO PERFORM ENGINEERED TO LAST.

The two-piece rolled design of Trail King's Steel Side Dump tub delivers a fast, stable unloading process ensuring materials are dumped further away and eliminating carry back. Main frame I-beams constructed of one-piece web and flange material, result in a trailer with the rugged strength and durability to stand up to your toughest loads. There is no limit to what this trailer can haul.



Popular Options

- Electric tarp systems
- Additional light packages
- Tarp safety switch
- Pintle Hitch

Find your nearest rep: www.TrailKing.com/find-a-rep

#LOOKFORTHETRIANGLES

in @ @trailkingind



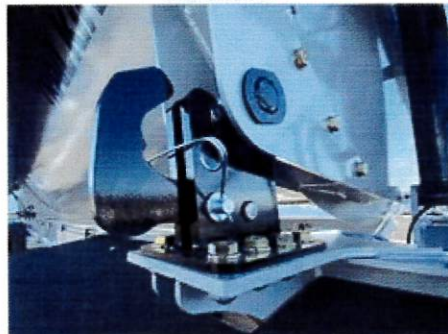
LOOKING FOR MORE?

Navigate to www.trailking.com, and click on the SOLUTIONS tab. Each product page includes specifications, video, literature, images, services information and our official color card.



Removable Kingpin

Standard drop-in removable kingpin, greaseless bushings, remote cylinder grease lines and bolt-on parts provide ease of maintenance.



Tub Pivots

Feature an extended alignment guide so the pivot bushing returns to sit perfectly in the pivot saddle. The larger bearing surfaces reduce wear and provide full contact with the pivot bar for a stronger, more secure lock down. All pivot points are mounted on full-width I-beam cross members for the most load-bearing strength.



New Tub Geometry

Drastically increases tub to truck clearance when dumping. Improves cycle stability, and provides better rear-view visibility and component protection.

STRONG & STABLE

TO STAND UP TO YOUR TOUGHEST LOADING & HAULING NEEDS

TKSSD STANDARD EQUIPMENT:	TKSSD-202	TKSSD-302	TKSSD-362, 402	TKSSD-413, 433, 473	TKSSD-484	TKSSD-495
Design payload	30,000 lbs.	40,000 lbs.	60,000 lbs.	63,000 lbs.	66,000 lbs.	70,000 lbs.
Axles	2	2	2	3	4	5
Overall Length	20'2"	29'11"	35'11" - 39'8"	40'8" - 46'8"	47'8"	49'0"
Tub Length	18'	28'	34'	36'	36'	39'
Overall Height	9'10"	9'10"	9'10"	9'10"	9'11"	9'11"
Capacity (Water Level)	11 cu.yds.	17 cu. yds.	21 cu. yds.	22 cu. yds.	22 cu. yds.	24 cu. yds.
Capacity (Full)	15 cu.yds.	23 cu.yds.	28 cu.yds.	30 cu.yds.	30 cu.yds.	32 cu.yds.
KP to Center of Last Axle	15'11"	26'2"	32'2" - 35'11"	36'11" - 42'11"	43'11"	45'3"
Empty Weight +/- 3%	11,460 lbs.	12,745 lbs.	14,010 - 14,310	16,465 - 17,000 lbs.	19,226 lbs.	22,060 lbs.
Zinc-Rich Primer and polyurethane paint	X	X	X	X	X	X

ADDITIONAL STANDARD EQUIPMENT:

- Hardox 450 abrasion resistant tub
- 5" dia. hydraulic cylinders
- Air ride suspension
- 8.25 x 22.5 steel wheels
- Automatic slack adjusters with 16.5" x 7" air brakes
- 11R22.5 x 14 Radial tires
- Pin style landing gear
- Impact-absorbent plastic fenders - front and back
- Lightweight bolt in push block
- LED lights

PROTECT YOUR INVESTMENT COMPREHENSIVE SUPPORT UNMATCHED SERVICE



From financing a trailer, to a complete refurbishment at our Factory Service Center, Trail King is there to keep your team hauling, day in and day out. Our trusted network of dealers and certified experts are ready to assist you.

△ PARTS

KEEP YOUR TEAM HAULING. Instantly access over 10,000 on-hand parts and a variety of online tools. All Trail King Certified dealers, fleets, and service facilities can place same-day shipping orders for convenient and efficient ordering. Customers looking for more information can contact a local Trail King dealer or submit direct inquiries to parts@trailking.com.

△ REFURB

PROTECT YOUR INVESTMENT. Extend the life of your trailer and increase future resale value by restoring it through Trail King's factory refurbishment program. Customers can request a free estimate for comprehensive refurbishments or specified repairs by visiting trailking.com/refurb-service. Our expert technicians specialize in Trail King equipment, but we also welcome other trailer brands.

△ FINANCE

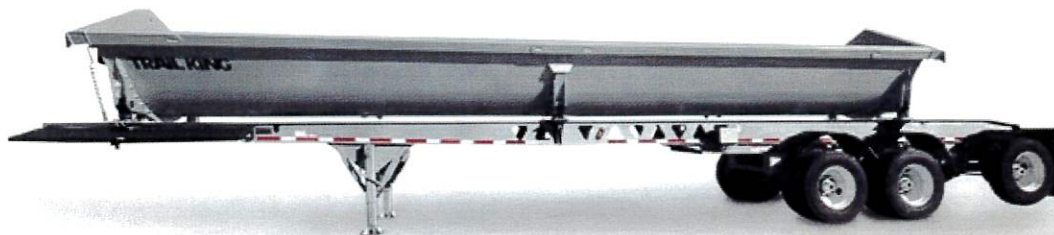
100% EQUIPMENT FINANCING! Competitive rates and flexible terms are designed to make a Trail King purchase affordable, convenient, and secure. Trail King's innovative payment program operates with an understanding of the changing demands businesses face. Our full suite of financing structures, including Loans, Finance Leases, and TRAC Leases, makes it easier than ever before to own a Trail King trailer.

TRAIL KING IS BUILDING SUCCESS.

Trail King Industries, Inc., headquartered in Mitchell, SD, is the leading manufacturer of open deck and materials hauling trailers for the asphalt paving, construction, commercial hauling, agriculture, and specialized transport industries.

Over the years, Trail King has always kept one thing a top priority, our customers' success. Our trailers are customized for unique challenges and together we can create a solution that is just right for your team.

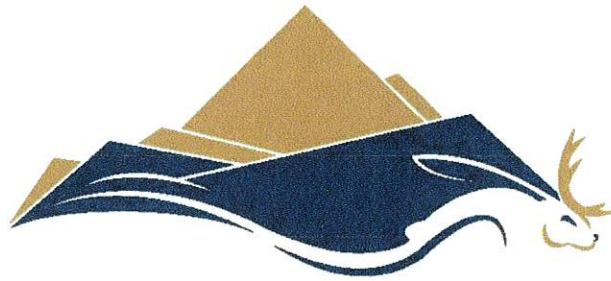
We don't just build trailers. We design hauling solutions.



trailking.com / TKSSD

300 East Norway Ave. Mitchell, SD 57301 | 800-843-3324 | trailking.com

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CITY OF DOUGLAS

Bid Specifications and Contract Documents for
One New 2025 Side Dump Trailer

Douglas City Hall
101 N. 4th Street
PO Box 1030
Douglas, WY 82633

Public Works/ Douglas Landfill
420 W. Grant St.
Douglas, WY 82633

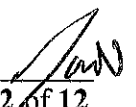
TABLE OF CONTENTS

Check if Included	Document Description
	1. Instructions to Bidders and Call for Bids (Legal Advertisement and Detailed Notice)
	2. Bid Information and Forms:
	a. Schedule of Prices
	b. Signature Page
	3. Notice of Award – Vehicles and Equipment
	4. Specifications

All items checked are in this packet.

End of Section

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Bidder Initials: 
Updated Form 12-2019, Page 2 of 12

CITY OF DOUGLAS
INSTRUCTIONS TO BIDDERS – EQUIPMENT AND VEHICLES
July 24, 2025

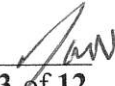
1. DEFINED TERMS

- A. The term “OWNER” means the City of Douglas, a municipal corporation, located at 101 North 4th Street, P.O. Box 1030, Douglas, Wyoming 82633.
- B. The term “BIDDER” means the individual person or company who submits a bid directly to the Owner and is distinct and separate from a sub-bidder, who submits a bid to a Bidder.
- C. The term “SUCCESSFUL BIDDER” means the lowest, qualified, responsible, and responsive Bidder who receives the project award based on the Owner's evaluation.
- D. The term “BIDDING DOCUMENTS” includes the instructions to bidders, the bid form (including bid schedule, if applicable), drawings, specifications, and all other proposed documents (including all addenda issued prior to receipt of bids, if applicable).

2. ADVERTISEMENT FOR BIDS

- A. Sealed bids for **One New 2025 Side Dump Trailer** will be received at Douglas City Hall, 101 N. 4th Street, until **2:30 PM** MST on **August 20th, 2025** and then will be publicly opened and read aloud. Any bids received after the specified date and time will not be accepted or considered. Approved bidding documents may be obtained at **101 N. 4th St.**, or on the City of Douglas website at www.cityofdouglas.org under the “Bid Postings” tab. Each bid must be submitted on the bid form. Bids may be subject to the Wyoming Preference Act. Mail submitted bids to the City Clerk, City of Douglas, P.O. Box 1030, Douglas, WY 82633, or deliver to the City Clerk at 101 N. 4th Street, Douglas, WY. To perform public work, the successful Bidder and subcontractors, prior to contract award, shall hold or obtain such licenses as required by State Statutes and federal and local laws and regulations. The City of Douglas reserves the right to reject any and all bids, to waive as an informality any irregularities contained in a bid, and to accept the bid that serves the best interests of the City.

/s/ Sonya Ortega, City Clerk; Published: **August 6th and August 13th 2025**, Douglas Budget

Bidder Initials: 
Updated Form 12-2019, Page 3 of 12

**CITY OF DOUGLAS
BID INFORMATION AND FORMS**

1. Sealed bids will be received until **August 20th, 2025** at the Office of the City Clerk and will be opened and publicly read aloud immediately thereafter in the Conference Room, City of Douglas, Wyoming, 101 North 4th Street, Douglas, Wyoming, for **One New 2025 Side Dump Trailer**. Demonstrative units will not be accepted or considered in the bid proposal.
2. Bid proposals delivered in person will be received **only** at the Office of the City Clerk. Bids received **after** the time fixed for bid reception **will not be considered**. All bids must be clearly marked **"One New 2025 Side Dump Trailer"** with the bidder's name and the time and date of the opening on the outside of the envelope. The City of Douglas reserves the right to reject any and all bids, to waive as an informality any irregularities contained in a bid, and to accept the bid that serves the best interests of the City.
3. Approved Specifications and Form of Contract Documents may be obtained **at City Hall 101 N. 4th ST. Douglas Wyoming 82633**, or on the City of Douglas website, www.cityofdouglas.org, under "Bid Postings/Related Documents" section.
4. Delivery will be accepted **120 days after notice**. (Free on Board) Douglas, Wyoming. Tax Exempt Certificate will be furnished by the City of Douglas.
5. Complete sets of bidding documents must be used in preparing bids; the Owner does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of bidding documents. The Owner, in making copies of bidding documents available on the above terms, do so only for the purpose of obtaining bids on the work and do not confer a license or grant for any other use.
6. The policy of the City of Douglas is to provide and afford equal treatment and service to all citizens and assure equal employment opportunity based on ability and fitness to all persons regardless of race, creed, national origin, sex, physical or mental disabilities or age. This policy shall apply to every aspect of employment practices, employee treatment and public contact. No qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs or activities of the City of Douglas, or be subjected to discrimination. Pursuant to the Americans with Disabilities Act, reasonable accommodation for persons with disabilities who wish to participate in these services, programs, or activities shall be made upon request to City of Douglas, ADA Coordinator Tony Tolstedt at Douglas City Hall, 101 North 4th Street, Douglas, Wyoming.
7. The City of Douglas hereby notifies all bidders that it will affirmatively ensure that pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, creed, color, sex, physical or mental disabilities, or national origin in consideration of an award.
8. The bidder shall indicate his compliance with a "Yes" or non-compliance with a "No" in each line-item specification. Where submitted literature does not support the meeting of these specifications,

Bidder Initials: 
Updated Form 12-2019, Page 4 of 12

the bidder shall outline fully on company letterhead stationery the variation from specification. Any unit not conforming to the specifications will be rejected, and it will be the responsibility of the manufacturer to conform to the requirements, unless deviations have been cited by the bidder and acceptance is based upon the exceptions.

End of Section

.....

Bidder Initials: AW
Updated Form 12-2019, Page 5 of 12

SCHEDULE OF PRICES

Company Name: Tri-State Truck & Equipment

Mailing Address: 1271 N Derrick Dr POBox 340 Casper WY 82602
to furnish equipment as specified to the City of Douglas, Wyoming, in accordance with specifications dated July 24th, 2025

BID ITEM DESCRIPTION

Year - Make - Model: <u>2026 Side Dump Industries 2-Axle Side Dump</u>	
Base Bid:	\$
Option #1: (Describe) <u>New 2025 Side Dump Trailer</u>	\$ <u>64,227.44</u>
Option #2: (Describe)	\$
Less Trade-In (Describe)	-\$
Less Government Concessions:	-\$
Total Bid Amount:	\$ <u>64,227.44</u>

In addition to this proposal, the undersigned Bidder agrees to submit complete information, including specifications and descriptive literature to fully describe and illustrate the equipment, vehicle, and/or accessories offered. Bidder proposes to deliver equipment or vehicles in accordance with the schedule included in the Bid Information. The Bidder understands that the Owner allows a 5% preference to Wyoming residents and that Bids may be subject to the Wyoming Preference Act. The Bidder further attests that the specifications relating to the bid security are understood and the conditions set forth in said specifications are agreed upon.

Signature of Representative Responsible for Bid: Justin Noah

Printed Name & Title of Signer: Justin Noah, Branch Manager

Company Name & Address of Bidder: Tri-State Truck & Equipment
1271 N. Derrick Dr POBox 340 Casper, WY 82602

(Proposal must be filled out, signed and submitted with the bid document)

End of Section

Bidder Initials: [Signature]

Updated Form 12-2019, Page 6 of 12

SIGNATURE PAGE

IF BIDDER IS:

AN INDIVIDUAL

By: _____ doing business as: _____
(Name)

Address: _____ Phone: _____

A PARTNERSHIP

By: _____ (seal)
(Firm Name)

(General Partner)

Business Address: _____ Phone: _____

A CORPORATION

By: Tri State Truck & Equipment Inc. MT
(Corporation Name) (State of Incorporation)

By: Justin W. Seal Br. Mgr
(Signature) (Title)

ATTEST: Kenn Beaver (Corporate Seal)

Business Address: PO Box 340 Phone: 307-472-1818
Casper, WY 82602

A JOINT VENTURE

By: _____ Address: _____

By: _____ Address: _____

By: _____ Address: _____

By: _____ Address: _____

(Each member of the joint venture must sign; attach additional sheet if necessary.)

Bidder Initials: ASW
Updated Form 12-2019, Page 7 of 12

**CITY OF DOUGLAS, WYOMING
NOTICE OF AWARD
EQUIPMENT & VEHICLES**

Name of Company	Tri-State Truck & Equipment
Attention To	Justin Noah
Mailing Address	171 N Derrick Dr PO Box 340
City/State/ZIP	Casper WY 82602

Project (as it appears on Bid documents)	One New 2025 Side Dump Trailer
Contract Price	\$ 64,227.44

The Owner has considered the bid submitted by you for the above-described vehicle or equipment in response to its advertisement for bids dated **Publication Dates August 6th and August 13th, 2025.** You are hereby notified that your bid has been accepted for items in the amount of:

Year - Make - Model: 2026 Side Dump Industries 2-Axle Side Dump	
Base Bid:	\$
Option #1: (Describe) New 2025 Side Dump Trailer	\$ 64,227.44
Option #2: (Describe)	\$
Less Trade-In (Describe)	-\$
Less Government Concessions:	-\$
Total Bid Amount:	\$ 64,227.44

You are required, as set forth in the bid specifications, to execute any required documentation within ten (10) days from the date of this notice and return to the Owner. Failure to comply with these conditions within the time specified will entitle Owner to consider your bid in default, to annul this Notice of Award, and to declare your bid security forfeited.

Other conditions or precedents, if any:

--

Dated this 26 day of August, 2025

Bidder Initials: AW
Updated Form 12-2019, Page 8 of 12

CITY OF DOUGLAS, OWNER

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged.

By: _____
SIGNATURE

By: _____
SIGNATURE

Name/Title: J.D. Cox City Manager

Printed Name: _____

Title: _____

Please sign and send back to: City of Douglas, Attn: City Clerk
P.O. Box 1030, Douglas, WY 82633

End of Section

.....

Bidder Initials: Amw
Updated Form 12-2019, Page 9 of 12

SPECIFICATIONS

Specifications are for **One New 2025 Side Dump Trailer**. These are the minimum specifications for this unit; you must meet or exceed these specifications. If indication "No" is marked to any specifications, you must provide on a separate sheet of paper an explanation of the item that you would supply in place of the specified item. Any item not marked may result in rejection of the bid.

SCOPE: The vehicle or equipment being specified will be assigned to the **City Of Douglas Landfill** and will be used within the City of Douglas as follows:

--

Meets Specifications	Yes	No
I. DIMENSIONS		
1. Minimum Width 102" (inches)	☒	
2. Minimum Tube Length 34' (feet)	☒	
3. Maximum Length 41' (feet) 6" (inches)	☒	
4. Other:		

Meets Specifications	Yes	No
II. TUB CONSTRUCTION		
1. 1/4" AR-400 Steel 6mm 100xF Steel		☒
2. Smooth Rolled Tub w/no Linear Bends to form Tub Bump Bend Floor		☒
3. No Center Divider	☒	
4. Curb-side Steel Tub Extension	☒	
5. Other:		

Meets Specifications	Yes	No
III. FRAME CONSTRUCTION		
1. Beams MUST be Welded on Both Sides, Top and Bottom	☒	
2. Two Speed Landing Legs	☒	
3. 18" (inch) Kingpin Setback Dimension 20"		☒
4. Other:		

Meets Specifications	Yes	No
IV. TUB PIVOTS		
1. Minimum of Four (4) Pivot Points on Each Side of Tub 3 Pivot Points		☒
2. Self-aligning, Self-lubricated, Maintenance Free Bushings	☒	
3. No Grease Zerks for Pivots	☒	
4. Plated Pivot Pins	☒	
5. Other:		

Meets Specifications Yes No

Bidder Initials: [Signature]
Updated Form 12-2019, Page 10 of 12

V. HYDRAULICS		
1. Two (2) 5" (inch) Trunnion Mounted Hydraulic Cylinders <i>5.5" Pinned</i>		X
2. 3,000 P.S.I Rated Hydraulic Components	X	
3. Proportional Flow Divider		X
4. Electric/Hydraulic Directional Flow Control Valve	X	
5. Other:		

Meets Specifications

Yes

No

VI. SUSPENSION		
1. 23,000 lbs. (pounds) Per Axle, Air Ride Suspension	X	
2. Other:		

Meets Specifications

Yes

No

VII. AXLES		
1. Hub Piloted Grease Lube Axles	X	
2. Axle Beams Rated at 23,000 lbs. (pounds)	X	
3. Axle Spacing of 49" (inches)	X	
4. Minimum of Two (2) Axles	X	
5. Other:		
6.		

Meets Specifications

Yes

No

VIII. WHEELS AND TIRES		
1. Wheels: 12.25" (inch) x 22.5" (inch) Aluminum	X	
2. Tires: 385/65-R22.5 Wide Base Radial <i>See Addendum</i>	X	
3. Other:		

Meets Specifications

Yes

No

IX. BRAKES		
1. 16.5 x 7" (inch) Cam Air Brakes	X	
2. 2S 1M Anti-lock Brake System	X	
3. Other:		

Meets Specifications

Yes

No

X. FENDERS		
1. Front and Rear Bolt-on Rubber Flexible Fenders <i>Alum w/Rubber Bump Edge</i>	X	
2. Flexible Mudflaps Front and Rear	X	
3. Other:		

XI. LIGHTS		
1 LED Low-profile High Impact Lights	X	
2 Sealed Weathertight Wire Harness	X	
3 Other:		

Bidder Initials: *[Signature]*

Updated Form 12-2019, Page 11 of 12

XII. PAINT		
1. Tub: Black	☒	
2. Frame: Black	☒	
3. Other		

XIII. MISCELLANEOUS		
1. Full Manufacturer's Standard Warranty	☒	
2. Dealer Order Form Showing All Equipment Being Bid <i>See Quote Sheet</i>	☒	
3. Other		

Bidder Initials: _____
Updated Form 12-2019, Page 12 of 12

TO THE BID DOCUMENTS
One New 2025 Side Dump Trailer

To All Planholders and/or Prospective Bidders:

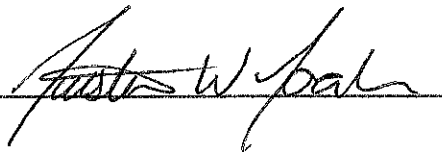
The following changes, additions, and/or deletions are hereby made as part of the Bid Documents for the SPECIFICATIONS, BID INFORMATION AND FORMS, AND NOTICE OF AWARDS page of the One New 2025 Side Dump Trailer dated 7/24/2025, as fully and completely as if the same were fully set forth therein:

CITY OF DOUGLAS CALL FOR BIDS

- A. Change Section VIII Wheel And Tires, #1 – “Wheels: 8.25” (inch) x 22.5” (inch) Aluminum.”
- B. Change Section VIII Wheel And Tires, #2 – “Tires: 11R22.5”
- C. Change Bid Information And Forms – “Sealed bids will be received until **August 27th, 2025...**”
- D. Change Notice of Awards -- “Publication Dates August 6th, August 13th, and August 20th, 2025.”

Sign, date and include this addendum with bid as acknowledgement of Addendum 1

Bidders signature



Date

8-20-25



_____ P.O. Box 1298, Billings, MT 59103
Phone 406-245-3188; Fax 406-238-1501
X _____ P.O. Box 340, Casper, WY 82602
Phone 307-472-1818; Fax 307-472-3272
_____ 200 Floss Flat Road #1, Belgrade, MT 59714
Phone 406-388-5815; Fax 406-388-5817
_____ 5024 Tri-Hil Frontage Road, Great Falls, MT 59404
Phone 406-452-9551; Fax 406-452-9831

Customer: CITY OF DOUGLAS
Address: 101 N 4TH

Address: CITY OF DOUGLAS
101 N. 4TH STREET
DOUGLAS, WY. 82633

Attn:

Attn:

QUOTATION ☒

ORDER

No.

Page 1 of

Date _____

2

8/19/2025

TERRITORY MANAGER

MANAGEMENT APPROVAL

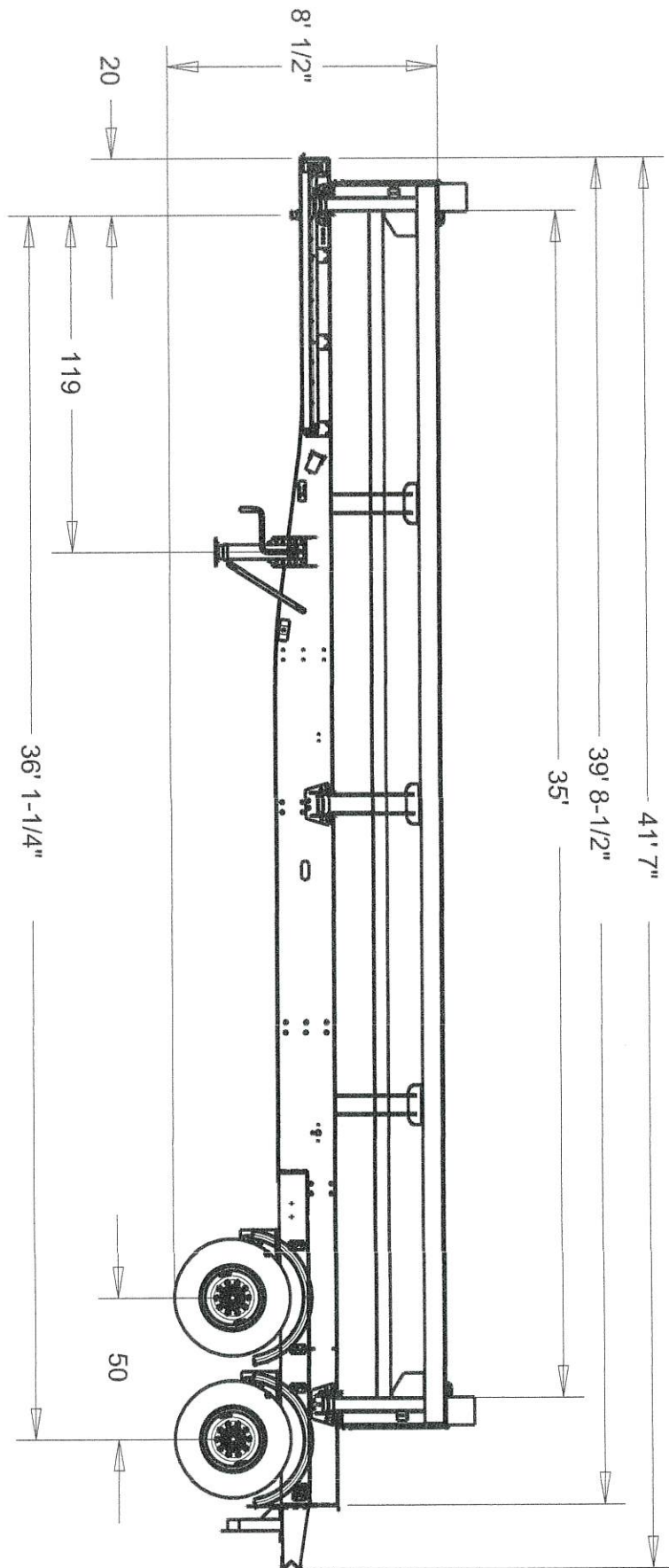
By:

Date:

TITLE

NOTE: CUSTOMER AGREES TO ALL TERMS AND CONDITIONS ON REVERSE CAREFULLY BEFORE SIGNING

VOLUME: LEVEL: 23.00 CU. YDS. APPX.
 HEAVING: 28.00 CU. YDS. APPX.



729 W. 21ST, P.O. BOX 265
 SOUTH SIOUX CITY, NE 68776

DIMENSIONS DISPLAYED ARE
 IN FEET & INCHES

STANDARD TANDEM TRAILER
 39'-8" FRAME - 35' TUB



Agenda Item Report

City Council – September 8, 2025

Item

Human Resources: Policy Manual Update

Responsible Staff Contact

Michele Carter

Recommendation

Executive Summary

Attached are the proposed updates to the employee manual. These changes are part of our ongoing effort to ensure policies remain current, compliant with employment law, and aligned with best practices. Most revisions are clarifications or refinements, with a few additions to strengthen consistency and support effective management.

Background

Alignment to Strategic Doing (SD) and/or Other Plans

Budget/Fiscal Impact

Action Requested/Recommended Motion

Consider approving HR Policy Manual.

Attachments

1. Redlined policy manual final draft 20250903
2. Clean Policy with Changes 20250903
3. Current and Existing HR Manual



GENERAL PROVISIONS

I. GENERAL PROVISIONS

A. POLICIES AND PROCEDURES

1. Purpose

The purpose of this manual is to set forth the organization, authority, policies and procedures to be followed by the City of Douglas in the administration of its human resource system. These policies and procedures are intended to provide a workable and responsive system of human resource management. The Policies and Procedures are designed to inform employees and to guide management and supervisors in administering consistent and impartial programs of human resource administration.

2. Rules Subordinate to State Law and Rules of Court

The human resources rules and regulations will be subject and subordinate to State Law and lawfully promulgated rules of Court. In the event of conflict between the terms of these rules and regulations and any applicable State Statute, or rule of order of Court, the Statute or rule of order of Court shall prevail.

3. Application

These Policies and Procedures apply to all City employees, including both uniformed and non-uniformed employees. ~~Both uniformed and non-uniformed employees are covered.~~

4. Appointment to Positions

- a. The following positions are appointed by the City ~~Administrator~~Manager—with ~~concurrence of the City Council~~:
 - Police Chief
 - Public Works Director/Utility Department Director
 - Administrative Services Director/Treasurer (~~Res. 1379, 10-23-06~~)
 - City Clerk (~~Res. 1379, 10-23-06~~)
 - Planning and Community Development Director
 - Fire Chief
 - Human Resources Director
- b. Appointed by the City Council:
 - City ~~Administrator~~Manager
 - City Attorney
 - Municipal Judge
- c. Other appointments are made according to the provisions of Chapter 5 of this manual.

5. Adoption and Amendments of Human Resources Policies and Procedures

- a. These Policies and Procedures shall be prepared and recommended by the City ~~Administrator~~Manager and reviewed for legality by the City Attorney. Members of the City Council may recommend rules for adoption by the City ~~Administrator~~Manager. Policies and Procedures or changes thereto may also be suggested by employees. All suggested proposals will be processed through the City ~~Administrator~~Manager.
- b. The City ~~Administrator~~Manager, at any time deemed ~~by him/her~~ to be necessary or proper for the purpose of enforcement or implementation of these rules and regulations, may adopt, amend or rescind written administrative procedures consistent with these rules and regulations. Such procedures shall be effective on the dates specified by the City ~~Administrator~~Manager, provided that such administrative procedure shall be circulated to all ~~Department Head~~Directorss prior to the effective date thereof and placed on record.
- c. Upon adoption by the City Council, these Policies and Procedures shall supersede all Human Resources Policies and Procedures, Rules and Regulations previously adopted. Amendments to this manual shall be considered yearly or more frequently if necessary. All amendments shall become effective upon adoption by the City Council, or on such date as the City Council shall designate.

6. Distribution and Availability of Manual

This manual shall be provided to all employees ~~at date~~on the date of hire. Copies of amendments or revisions shall be provided to all employees at ~~time~~the time of adoption of amendments. Every employee will be required to acknowledge ~~their~~ his/her receipt of this policy manual and any amendments thereto in writing. A copy of that acknowledgement shall be kept in the employee's personnel file. Electronic copies of the policy handbook and any changes shall be emailed to the employee's City email address and maybe posted on a future the City website-intranet if available for ongoing access.

7. Departmental Work Policies and Procedures

In the interest of efficient operations and effective communication, departments may adopt, issue to each employee and post their own written work Policies and Procedures or changes thereto not covered by ~~or in conflict with~~ these procedures, after review and approval by the City ~~Administrator~~Manager. In the event of a conflict between individual department policies and this manual, the terms and policies in this manual shall control.

8. Discrimination and Prejudice

The Human Resources Policies and Procedures of the City of Douglas shall be so operated that there will be no discrimination or prejudice because of race, creed, color, religion, national origin, ancestry, sex, age, political affiliation, disability, handicap or other non-merit factor as required by law.as protected under Title VII under the Civil Rights Act of 1964.

B. ORGANIZATION AND AUTHORITY FOR HUMAN RESOURCES ADMINISTRATION

1. The City Council

The City Council is the policy-making authority for the City of Douglas in matters pertaining to human resources administration. No changes in the compensation plan or fringe benefits shall be effective unless submitted to and approved formally by the City Council through enactment of appropriate Council action for adoption of the Annual Budget.

2. The City ~~Administrator~~Manager

The City ~~Administrator~~Manager is responsible for the employment of personnel other than appointees of the City Council, for proposing and administering these Policies and Procedures, for keeping the City Council advised as to human resources matters and for the overall effectiveness of the human resources management program.

3. ~~Department Head~~Directors~~Directors~~

- a. For the purpose of these policies and procedures, ~~Department Head~~Directors~~Directors~~ are listed below.

- Police Chief
- Public Works Director/Utility Department Director
- Administrative Services Director/Treasurer ~~{Res. 1379, 10-23-06}~~
- City Clerk ~~{Res. 1379, 10-23-06}~~
- Planning and Community Development Director
- ~~Fire Chief~~
- Human Resources Director

b. Each ~~Department Head~~Director is responsible for:

- (1) Appointment, meritorious recognition, promotion, transfer, ~~or disciplinary action~~ or separation of employees within procedures provided in these Policies and Procedures and subject to City ~~Administrator~~Manager approval and in accordance with the equal employment opportunity laws.
- (2) Cooperating with all other departments and administrative staff in joint efforts at developing and administering City goals and programs.

~~4. Human Resources Officer~~

~~The City Administrator may appoint a Human Resources Officer to assist in the administration of the City's human resources and benefits program. The Human Resources Officer shall have such duties as may be assigned by the City Administrator.~~

C. DEFINITION OF TERMS

The following definitions apply wherever these words and phrases are used in the Human Resources Policies and Procedures:

Advancement: Salary increase within limits of a pay grade.

Anniversary Date: Date of successful completion of probationary appointment of a new employee to a position in the City or twelve months from date of promotion or demotion, provided employee has twelve months of service or more.

Appeal: Questioning of a decision on an alleged grievance instituted and submitted by an employee to a higher authority.

Applicant: A person who has filed a completed application for employment or promotion.

Appointment: The designation of a person to occupy a position upon approval of the City ~~Administrator~~[Manager](#) and/or City Council.

Change to a Lower Grade: When an employee chooses to occupy a position of lesser grade than to that which assigned, vacancy available, the employee, if so qualified and with ~~Department Head~~[Director](#) approval, may do so at the appropriate salary for the lesser graded position.

City Council: The City Council of Douglas, Wyoming

Class: A group of positions sufficiently similar in duties, authorities, responsibilities and minimum requirements of training and experience so that the same title and pay grade may be assigned to each position in the group.

Classification Plan: Determination of the proposed pay grade range of a position based on the duties performed, authority and responsibility exercised, and the pay grade range of comparable positions.

Compensation: Salary, wages, fringe benefits, and all other forms of valuable consideration, earned by or paid to any employee for service in any position.

Compensatory Time: Time off given in lieu of overtime pay at the rate of one and one-half hours of compensatory time for every hour worked in excess of the normal work period or authorized time worked by an employee called out after the regularly scheduled ~~work~~
~~day~~[workday](#).

Complaint: The right of a regular employee to grieve a condition of employment.

Demotion: Movement of an employee from one pay grade or pay step within a grade to another pay grade or pay step within a grade, having a lower pay rate.

Disciplinary Action: Effective procedures taken by the City ~~Administrator~~[Manager](#), ~~Department Head~~[Director](#), or supervisor against an employee for cause, including but not limited to counseling, reprimand, suspension, demotion, transfer, reassignment, or discharge.

Disciplinary Action Appeal: The right of a regular employee to appeal a disciplinary action involving, but not limited to counseling, reprimand, suspension, demotion, transfer, reassignment or discharge.

Discrimination Complaint: An employee who believes that ~~they he or she has~~ [have](#) been denied equal employment opportunity or equal treatment because of race, color, creed, national origin, sex, disability, handicap or other protected classification by law, has the right to file a complaint with the City ~~Administrator~~[Manager](#).

Eligible: An applicant or employee who has the evaluation requirements of one or more classes of work.

Employee: A person occupying a position in the organization, or a person who is on authorized leave of absence and whose position is being held for their ~~him~~ ~~pending his~~ return.

Evaluation: A written appraisal of work performance of an employee designed to inform management and the employee of the manner in which he is meeting established work standards and to offer constructive suggestions for improvements.

Examination: The entire evaluation procedure through which an applicant for a position must go.

Exempt Employee: An employee who is classified as “administrative,” “professional,” or “executive” under the Fair Labor Standards Act and who is not covered by required overtime provisions of that Act.

Family: Relatives by blood or by marriage including an employee’s current spouse, parent, parental surrogate, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, step-parent, grandparent, child, step-child, grandchild, son-in-law and daughter-in-law.

Full-time Employee: An employee who works—the normal ~~the normal~~—work week as established by the City Council.

Grievance: A dissatisfaction expressed by an employee (or employees) with some phase of ~~his/her~~ ~~(their)~~ work or working conditions, for which specific procedures for resolution have been provided. (See Complaint)

Gross Base Compensation: That salary normally paid to the employee on a regular periodic basis excluding overtime, bonus, longevity, uniform, or vehicle allowances, expense reimbursement, FICA contribution on employer contribution to a deferred compensation plan, or any other infrequent amount.

Immediate Family: Relatives by blood which includes an employee’s current spouse and children, step-children, parents, step-parents, parental surrogates, sister(s), brother(s), grandparents or grandchildren.

Merit Increase: An increase in salary based on exemplary job performance.

Meritorious Performance: Performance by an employee judged to be above the satisfactory standards of quality and quantity met by people in the external labor market doing the type of work under consideration.

Non-Exempt Employee: An employee who is covered by the provisions of the Fair Labor Standards and who is therefore eligible for overtime for hours worked in excess of the normal work week or work period. ~~therefore eligible for overtime for hours worked in excess of the normal work week or work period.~~

Overtime: Authorized time worked by an employee in excess of the scheduled work period or authorized time worked by an employee called out after the regularly scheduled ~~work day~~workday.

Parental Surrogate: That individual or individuals primarily responsible for rearing the employee.

Part-Time Employee: An employee whose work week is less than the normal work week as established by the City Council.

Pay Grade Range: The establishment of a pay level for positions of comparable competency and authority, which include the appropriate pay steps for those positions.

Pay Plan: The schedule of pay grades and steps established for all job classifications in the City.

Position Classification: The assignment of a position or group of like positions to a class and pay grade on the basis of nature, complexity and responsibility of the work.

Probationary Employee: A new, promotional or transferring employee who is considered to be on probationary status for no less than 12 months for police, and six (6) months for other personnel of employment with the City. ~~(Res. 1379, 10-23-06)~~

Probationary Period (Promotion): The six (6) month probationary period following a promotion from a regular position, during which the employee is serving on a trial basis. ~~(Res. 1379, 10-23-06)~~

Probationary Period (New Hire): The period of time immediately following original appointment of a new hire to a regular position during which the employee is without benefit of regular status or appeal rights. Police probationary employees must serve a minimum of 12 months probation and all other pProbationary employees must serve a minimum of six (6) months probation; extended or shortened only by written authorization from the City ~~Administrator~~Manager. A pPerson employed as temporary personnel are not credited as having served probationary time while employed in these temporary positions. ~~(Res. 1379, 10-23-06)~~

Probationary Status (New Hire, Promotion, Transfer): The six (6) month minimum period during which a newly hired, promoted or transferred employee must demonstrate ability to satisfactorily perform the duties of the position for which hired and to demonstrate ability to work cooperatively with other employees. ~~(Res. 1379, 10-23-06)~~

Promotion: Movement of an employee other than by reclassification from a position in one class to a position in another class for which a higher pay range is prescribed.

Reassignment: A change of any employee other than by reclassification from a position in the same department where there is no change in grade level or salary.

Reclassification: The reassignment of an existing position from one class to a different class, either at the same or different grade level, based upon a review of the duties and responsibilities of the position.

Reduction-in-Force (Lay-off): The removal of an employee because of lack of work, lack of funds, abolishment of position, or other causes that do not reflect unfavorably on the employee.

Regular Employee: An employee in a regular budgeted position who has completed a probationary period, has been approved for regular status and who is eligible for all privileges and benefits provided by the City.

Regular Status: The designation achieved by an employee upon successful completion of the probationary period for new hires.

Reinstatement: The action by which an employee after terminating employment is reemployed by the City.

Retirement: The termination of an employee who has elected retirement for some legitimate reasons, such as age or health.

Salary Increment: A pay adjustment as defined by Council action or the Adopted City Budget.

Salary Increment Date: The date of pay adjustment based upon completion of the probationary period, a promotion, reclassification, change to lower grade or an outstanding performance award.

Scope of Duties: Performing any duty which the City requests, requires or authorizes a City employee to perform regardless of the time and place of performance. (Rev. 1-06)

Seniority: Length of continuous, uninterrupted service with the City of Douglas.

Separation: The end of employment of an employee due to resignation, dismissal, retirement, layoff or other reasons.

Service Computation Date: The date from which all employment periods are considered as consecutive. A computed date which is established to reflect all periods of employment with the City as continuous even though the employee may have breaks in employment. The

entrance date and the service computation date are the same when an employee does not have a break in service.

Step or Pay Step: A single rate of pay within a pay grade for each classification.

Suspension: An involuntary absence with or without pay imposed on an employee for disciplinary or investigative reasons.

Temporary Employee: An employee hired to fill a non-continuing or seasonal position.

Temporary Position: A position in which the employee is regularly scheduled to work forty hours or less per week but for a period of time generally not to exceed one year.

Temporary Status: The designation of an individual occupying a position (to include contract employees), in which the employee does not accrue the benefits or rights of an employee in regular status. This means the City does not pay for health or life insurance and the employee does not accrue sick or annual leave.

Termination: Permanent separation of an employee from the City employment rolls, resulting from death, discharge, layoff, resignation or retirement.

Transfer: The changing of an employee from one position or class of work to a different position or class of work at the same pay grade between departments or assigning an employee from one department or division to another without changing the employee's pay.

Vacancy: An authorized position which is not occupied.

Work Week: The hours of 12:01 a.m. Monday morning until midnight Sunday night.

D. PERSONNEL RECORDS

1. All data relating to employee status, performance and qualifications will be kept in the confidential files of the City Administration Office along with any other employee information that the City ~~Administrator~~Manager and ~~Department Head~~Director shall deem necessary. These shall be considered the "official" records, and all pertinent information received by the various departments shall be forwarded to the City Administration Office.
2. An employee may view his personnel file at any time during normal working hours in the presence of a member of the Administrative Staff. Any change in status, such as change in address, telephone number, number of dependents, marital status, education achievements, etc., should be reported immediately to the Human Resources Director's City Administrator/Manager's office. ~~e through the employee's Department Head/Director.~~ Of particular note are changes in the employee's skills, ability, knowledge, and/or

qualifications, for it is in part upon this information that decisions are made concerning eligibility for promotion.

3. The City ~~Administrator~~Manager may verify to a prospective employer of a present or former employee the dates of such individual's employment with the City, or the latest or last position title held, or whether or not the employee is eligible for rehire. No other information concerning an employee shall be released to prospective employers, collection agencies, credit bureaus, etc., unless the City has written authorization from the employee or former employee to provide such information. ~~(Res. 1379, 10-23-06)~~
4. Hard copy of former employee personnel files may be destroyed after microfilming. Applications for employment over two years old and not renewed by the applicant may be destroyed.
5. Unless otherwise compelled by law, ~~A~~access to personnel files shall be restricted to the employee, the Human Resources ~~Officer~~Director, the City Administrator/Manager, and management with a "need to know", as authorized by the City Administrator/Manager. Files are the property of the City of Douglas.
6. An employee or former employee who wishes to obtain copies of material from their ~~his/her~~ personnel file may do so during regular working hours and at the convenience of the Human Resources ~~Officer~~Director. All requests for copies of personnel files must be submitted to the Human Resources Director in writing. The City reserves the right to charge for copying of material.

E. SERVICE RECORD

An employee's service record begins with their ~~his~~-date of employment. The service record will include employee identification, service computation date, appointment status, employment history and leave without pay periods, as well as other pertinent information.

THE CLASSIFICATION PLAN

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II. THE CLASSIFICATION PLAN

A. PURPOSE

Position classification is a system of identifying, describing and classifying different kinds of work. Positions which are approximately equal in complexity and responsibility and which require the same general qualifications are grouped together under the same job title. The Classification Plan consists of written class descriptions or specifications setting forth the duties and responsibilities of each class and the qualifications necessary for appointment.

B. DEFINITIONS

Classification: The assignment of a new position to an appropriate class on the basis of the nature and level of duties and complexity of responsibility.

Class Specification: The official, written description of typical duties, responsibilities and qualifications requirements of positions included in each class, based on job analysis results. Class specifications shall be descriptive and explanatory, but not restrictive. They shall describe the more typical types of work and responsibilities which characterize the class, but shall not be construed to restrict the assignment of other duties or responsibilities related to the class.

Class Title: The title of a class shall be the official title of every position allocated to that class, and is intended to provide a brief, but descriptive name for positions in the class. By using the class title on payrolls, budget documents, personnel reports and other official forms and reports dealing with positions or personnel, a common understanding of the positions will be provided. For internal administrative convenience, operating departments may use other informal working titles for their positions.

Class Code: A numerical reference for each class specification, appearing in the upper right hand corner of the class specification. The first two numbers of the four digit code are analogous to the departmental budgetary account numbers — for example: Positions in General Government, Administration, Account #102, are denoted by “12” on the class code (0’s have been omitted). The last two numbers of each class code are categorical reference numbers:

00-09...Executive and Departmental Head Director
10-19...Clerical Support
20-29...Financial Support
30-39...Technical assistance and regulations
40-49...Construction and maintenance
50-59...Public protection and order

The codes are not continuous numbers, permitting the future inclusion of new classes as they become necessary due to the changing organizational patterns of the City. The class code numbers serve to

identify classes, without using the class title, in personnel and other manual or automated data system. The class codes bear no relationship to pay rates, but serve only to identify a particular class title and to locate it within an occupational series.

Job Description: An individual description of the duties and responsibilities associated with a specific position to be performed by a single employee. Position Description Questionnaires, completed by position incumbent and/or supervisor, are used to obtain job description information.

Position: The basic unit of organization, a group of duties and responsibilities performed by one or several persons. A position may be occupied or vacant, full-time or part-time, temporary or regular.

C. ~~INTERPRETATION OF CLASS SPECIFICATIONS~~

- ~~1. **Content:** Each class specification shall contain a class title, class code, general statement of duties, nature of supervision received and exercised, examples of work performed, and minimum qualifications desired in knowledge, skills and abilities as well as education and experience. In outlining the knowledge, abilities and skills which are desirable for applicants for position in the class, they are considered as prerequisites to successful performance of the work of the class. Any tests given for entrance into the class would be based upon these sections.~~
- ~~2. The class specification shall be descriptive and explanatory but not restrictive. They should be interpreted in their entirety and in relation to others in the class plan. They shall be designed to indicate the kind of positions that are allocated to the several classes, as determined by their duties and responsibilities. They shall not be construed as declaring what the duties or responsibilities of any position shall be, nor shall they be construed as limiting or modifying the authority of supervisor or management to take from, add to, eliminate entirely, or otherwise change the duties and responsibilities of a position, or to assign duties or delegate responsibilities to employees, or to direct and control their work.~~

D. ESTABLISHMENT

New classes are recommended by the City Administrator~~Manager~~ for presentation to the City Council. A new class is established through City Council action or acceptance of the City's budget. The position resulting from this action may only be filled with the approval of the City Administrator~~Manager~~.

~~1. Placement Within Positions~~

~~Positions of the City shall fall within the classifications prescribed by the City Council. Final decisions with respect to the placement of employees in steps, grades and classification plan shall be made by the City Administrator~~Manager~~.~~

~~2. New Positions~~

No one shall be employed by the City to fill a position within any classification or grade not included in the classification pay plan, until the classification pay plan has been officially amended to include such classification or grade.

E.C. MAINTENANCE OF THE **CLASSIFICATION PAY** PLAN

1. Reclassification

- a. When the assignment of any employee has changed substantially and identifiably as to kind or level of work, the Department Head~~Director~~ shall be responsible for informing the Human Resources Director. ~~City Administrator~~Manager. With advice of the Human Resourced Director, ~~t~~The City ~~Administrator~~Manager shall determine whether the position has changed sufficiently to warrant reclassification, subject to reconsideration procedures herein.
- b. An employee may request the Department Head~~Director~~ to review their ~~his/her~~ position description if the employee is dissatisfied with the classification grade assignment.
- c. The Human Resources Director or City ~~Administrator~~Manager may, at any time, or on a periodic basis, review a position or series of positions. The review to be made, and any proposed amendments with regards to employees~~employees'~~ classification or to steps, grades, salaries and salary ranges, shall conform to the principle that personnel having essentially the same or similar duties, responsibilities, authority and character of work are to be included within the same classification. Subsequent amendments shall be submitted whenever factual data, including information regarding the relevant labor market and studies thereof, indicate the necessity for changes in the classification pay plan.

2. Request for Reconsideration

If the Department Head~~Director~~ or the employee affected is dissatisfied with the classification decision, they ~~he/she~~ may, within ten (10) calendar days of receipt of the classification decision, submit a written request for review to the City ~~Administrator~~Manager. The City ~~Administrator~~Manager will respond to the Department Head~~Director~~'s or employee's request within ten (10) calendar days of its receipt. The City Administrator/Manager's decision on the employee's request is final and cannot be appealed.

3. Work Out of Class

If an employee is detailed to a vacant position in a higher class on a temporary or acting basis, they ~~he/she~~ shall receive the beginning salary of the position to which assigned beginning on the first (1st) day of their assignment.

~~F. JOB DESCRIPTIONS: AN APPENDIX TO THIS MANUAL~~

~~All job descriptions for all positions within the City, as allowed in the budget, or as approved by the City Council, shall be attached to this manual, and will be contained in Appendix "A".~~

Equal Employment Opportunity

The City of Douglas is an Equal Opportunity Employer that does not discriminate on the basis of actual or perceived race, creed, color, religion, alienage or national origin, ancestry, citizenship status, age, disability or handicap, sex (including pregnancy, gender identity, and sexual orientation), marital status, veteran status, genetic information, arrest record, or any other characteristic protected by applicable federal, state or local laws. Our management team is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities and general treatment during employment.

Accommodations for Individuals with Disabilities: The City of Douglas will make reasonable accommodations, as required by law, for ~~the known physical or mental disabilities of an otherwise qualified applicant or employee~~qualified individuals with known disabilities, unless doing so would impose an undue hardship upon the City of Douglas's business operations. An accommodation is not reasonable if, even with the accommodation, the employee is unable to perform essential job duties in a manner that would not endanger the employee's health or safety of the employee or others.

Any applicant or employee who believes they require an accommodation in order to perform the essential functions of the job should contact the ~~Company Recruiter~~Human Resources Director to request such an accommodation. Employees ~~should~~ specify what accommodation they need to perform the job and submit supporting medical ~~documentation~~ explaining the underlying ~~physical or mental~~ disability and the basis for the requested accommodation. The City of Douglas then will review and analyze the request, including engaging in an interactive process with the employee or applicant, to identify if such an accommodation can be made. The City of Douglas will evaluate requested accommodations, and as appropriate identify other possible accommodations, if any. The employee will be notified of the City of Douglas's decision regarding the request within a reasonable period. The City of Douglas treats all medical information submitted as part of the accommodation process in a confidential manner.

The City of Douglas will endeavor to accommodate the sincere religious beliefs of its employees to the extent such accommodation does not pose an undue hardship on the City of Douglas's operations. If employees wish to request such an accommodation, they should contact their ~~immediate supervisor~~Human Resources Director.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of their immediate supervisor, ~~or~~ their next level Manager, or the Human Resources Director. The City of Douglas will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. If employees feel they have been subjected to any such retaliation, they should contact ~~their immediate supervisor or their next level Manager~~the Human Resources Director. To ensure our workplace is free of artificial barriers, violation of this policy including any improper retaliatory conduct will lead to discipline, up to and including discharge. All employees must cooperate with ~~all~~any investigations regarding retaliatory conduct.

Harassment and Discrimination Policy~~Non-Harassment~~

The City of Douglas prohibits harassment of any individual by another person on the basis of any protected classification including, but not limited to, race, color, national origin, disability, religion, marital status, veteran status, sex (including pregnancy, gender identity, and sexual orientation), or age. This policy is not intended to regulate employees' personal beliefs or interactions, but rather to ensure that the workplace remains free from conduct that could reasonably be perceived as harassing, discriminatory, or disrespectful.

If an employee believes they have been subjected to conduct that violates this policy, they should report it promptly to their immediate supervisor, the next-level supervisor, or the City Manager. If any of those individuals are the subject of the complaint, or the employee is uncomfortable reporting to them, the matter should be reported to the Human Resources Director.

Every report will be fully investigated, and appropriate corrective action will be taken when warranted. All complaints will be treated as confidentially as possible, but confidentiality cannot be guaranteed.

The City of Douglas strictly prohibits any form of retaliation against individuals who report concerns in good faith or who participate in an investigation. **However, misuse of this process—including knowingly false or exaggerated claims or using this policy for manipulative purposes—will not be tolerated and may result in disciplinary action.**

~~It is the City of Douglas's policy to prohibit intentional and unintentional harassment of any individual by another person on the basis of any protected classification including, but not limited to, race, color, national origin, disability, religion, marital status, veteran status, sex (including pregnancy, gender identity, and sexual orientation), or age. The purpose of this policy is not to regulate our employees' personal morality, but to ensure that in the workplace, no one harasses another individual.~~

~~If the employee feels that he or she has been subjected to conduct which violates this policy, he or she should immediately report the matter to their direct supervisor. If the employee is unable for any reason to contact this person, or if the employee has not received a satisfactory response within five (5) business days after reporting any incident of what the employee perceives to be harassment, the employee should contact their next level Managertheir direct supervisor, next level supervisor, or the City Manager. If the person toward whom the complaint is directed is one of the individuals indicated above, or the employee is uncomfortable reporting the violation to the above-mentioned individuals, they may report the matter to the Human Resources Director.the employee should contact any higher-level manager in his or her reporting hierarchy. Every report of perceived harassment will be fully investigated, and corrective action will be taken where appropriate. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. In addition, the City of Douglas will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If the employee feels he or she has been subjected to any such retaliation, he or she should report it in the same manner in which the employee would report a claim of perceived harassment under this policy. Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including discharge. All employees must cooperate with all investigationsany investigation into improper retaliatory conduct.~~

Sexual Harassment

The City of Douglas prohibits sexual harassment of any employee by any supervisor, coworker, customer, or vendor. Examples of prohibited behavior include unwelcome sexual advances, requests for sexual favors, offensive jokes or comments, inappropriate touching, and the display or circulation of sexually explicit materials. Depending on the context, even isolated incidents may constitute harassment.

Employees who believe they have experienced sexual harassment should report it immediately to their supervisor, the next-level supervisor, or the City Manager. If that is not appropriate, they may report the concern to the Human Resources Director.

Every report will be investigated thoroughly, and corrective action will be taken when appropriate. Confidentiality will be maintained to the greatest extent possible.

Retaliation for reporting concerns or participating in an investigation is strictly prohibited. **Similarly, making a knowingly false or malicious complaint, or weaponizing this process to undermine others, is also prohibited and may result in disciplinary action.**

~~It is the CityCity of Douglas's policy to prohibit harassment of any employee by any supervisor, employee, customer, or vendor on the basis of sex or gender. The purpose of this policy is not to regulate personal morality within Citythe City of Douglas. It is to ensure that at Citythe City of Douglas all employees are free from sexual harassment. While it is not easy to define precisely what types of conduct could constitute sexual harassment, examples of prohibited behavior include unwelcome sexual advances, requests for sexual favors, obscene gestures, displaying sexually graphic magazines, calendars, or posters, sending sexually explicit e-mails, text messages and other verbal or physical conduct of a sexual nature, such as uninvited touching of a sexual nature or sexually related comments.~~

~~Depending upon the circumstances, improper conduct also can include sexual joking, vulgar or offensive conversation or jokes, commenting about the employee's physical appearance, conversation about one's own or someone else's sex life, or teasing or other conduct directed toward a person because of their gender which is sufficiently severe or pervasive to create an unprofessional and hostile working environment.~~

~~If the employees feel they have been subjected to conduct which violates this policy, they should immediately report the matter to their direct supervisor, their next level manager, the Human Resources Director, or the City Administrator/Manager. If unable for any reason to contact this person, or if the employee has not received a satisfactory response within five (5) business days after reporting any incident of perceived harassment, the employee should contact their next level Manager. If the person toward whom the complaint is directed is one of the individuals indicated above, or the employee is uncomfortable reporting the violation to them, the employee should contact any higher level manager in their reporting hierarchythe Human Resources Director. Every report of perceived harassment will be fully investigated, and corrective action will be taken where appropriate. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. In addition, Citythe City of Douglas will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If the employees feel they have been subjected to any such retaliation, they should report it in the same manner in which a claim of perceived harassment would be reported under this policy.~~

Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including discharge. All employees must cooperate with all investigationsany investigation into improper retaliatory conduct.

Integrity of the Complaint and Anti-Retaliation Process

The City of Douglas is committed to maintaining a workplace where all employees feel safe, respected, and heard. As such, the City takes all claims of harassment and retaliation seriously and will investigate each in accordance with its established policies.

However, the integrity of this process depends on the good faith and truthfulness of those participating. Filing knowingly false or malicious complaints, misrepresenting facts, or using the harassment or anti-retaliation provisions as a tool for manipulation, personal grievance, or reprisal is strictly prohibited. The use of these procedures to advance personal agendas, disrupt operations, or undermine leadership constitutes a serious abuse of the City's internal reporting system.

Examples of misconduct include but are not limited to:

- Knowingly making false or egregiously exaggerated allegations.
- Falsifying accounts or evidence during an investigation.
- Using the complaint process to intimidate, retaliate, or gain advantage over another employee or supervisor.
- Threatening or insinuating complaints as leverage in unrelated personnel matters.

Any employee found to have willfully misused the complaint or anti-retaliation process may be subject to disciplinary action, up to and including termination of employment.

This policy does not discourage legitimate complaints made in good faith, nor will it be used to retaliate against those who raise legitimate concerns. The City remains committed to fully investigating all credible claims and to protecting those who report workplace misconduct in good faith.

All employees are expected to act with honesty, integrity, and professionalism throughout the reporting and investigative process.



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V. EMPLOYMENT

F. RECRUITMENT

1. Eligibility for Employment

Applicants shall be eligible for employment with the City of Douglas when they possess the legal requirements (if any), as contained in the position specification and are able to perform the essential duties of the position.

2. Announcement of Vacancies

- a. When a vacancy occurs in a department, the designated Human Resources Director ~~Officer~~ shall be consulted regarding posting of the vacancy. All positions shall be posted in-house for a period of two weeks, either prior to or concurrent with external posting.
- b. Recruitment and promotional announcements shall be publicized in the manner that the Human Resources ~~Officer~~ Director shall deem appropriate for attracting an adequate number of qualified applicants and may include utilization of Employment Resources of Wyoming ~~(formerly Job Service)~~, regional publications, or other resources.
- c. The announcement shall include, but not be limited to, the title and ~~monthly~~ annual or hourly salary of the position, the minimum recommended preparation for employment, examples of essential job duties and the time and place for making applications. All recruiting notices and other publicity material concerning position vacancies shall explicitly state that the City is an equal opportunity employer.

3. Applications

Applications shall be made on forms provided by the City and shall be available at the City Administration office. All applications must be dated and signed by the applicant in order to be considered.

4. Applicant Screening

All completed employment applications are to be returned to the Human Resources ~~Officer~~ Director for screening to determine initial qualifications based on the position specification for said position. All qualified applications will be forwarded to the department for scheduling of interviews.

G. SELECTION

1. Examination Development

- a. The Human Resources ~~Officer~~Director shall review and/or construct any testing to be used in selection of employees. This may include outside clerical testing, or construction of standard examinations for oral or written performance testing. ~~Department Head~~Directors are free to develop and standardize examinations for positions desired. These examinations must be approved by the Human Resources ~~Officer~~Director and a copy filed with Human Resources ~~Officer~~Director prior to use by the department. Examinations which have been ~~court~~state certified for validity such as those administered through the POST certification process for law enforcement personnel do not require content review or filing with the Human Resources ~~Officer~~Director.
- b. An examination for a position may be written, oral, a measurement of physical or psychological fitness or prowess or any combination thereof. Examinations shall consist of material that tests fairly and equally the ability of an applicant to perform effectively the essential duties of the position for which the examination is given. All applicants, internally and externally, shall be required to participate in the same examination process.

2. Selection

- a. A background investigation shall be conducted for all candidates prior to employment. This may include a reference check and a ~~police~~background check. Police department employees may be subject to a polygraph examination as part of their selection process.
- b. The ~~Department Head~~Director or selection board will interview eligible applicants and determine which candidate best meets the position requirements. Written comments and rating of all candidates shall be attached to each candidate's application and forwarded to City ~~Administrator~~Manager for approval of all hiring decisions. This information is then filed with the Human Resources ~~Officer~~Director.

3. Method of Filling Vacancies

Whenever a job vacancy occurs in any existing job classification, the requesting ~~Department Head~~Director shall consider filling vacancies in the following ~~order~~manner with the goal being to fill the position vacancy with the most qualified candidate:

- a. Reinstatement of an employee who has lost his position due to reduction in force.

- b. Transfer, if qualified and approved by the ~~Department Head~~Director(s).
- c. Promotion.
- d. Re-employment of former employee eligible for rehire.
- e. Temporary employees who are qualified for permanent positions.
- f. Outside applications.

4. Notification of Examination Results

All applicants shall be notified of the results of the selection process within a reasonable time following final selection.

5. Reasons for Non-Selection

The applicant may be found to be ineligible for a given position for a variety of reasons including, but not limited to:

- a. Lacking the announced minimum legal qualifications for the position;
- b. Being physically or mentally unable to perform the essential functions of the position and there is no reasonable accommodation that would permit the individual to perform the essential functions of the job;
- c. Failing to meet the minimum selection criteria as established for the position to include all types of tests and standards including safety requirements, lifting requirements, vision or hearing requirements and any variety of written or oral employment tests;
- d. Being under the age limits established by the City to conform with State and Federal Laws;
- e. Having a record of unsatisfactory employment, as evidenced by the results of a reference check;
- f. Having used or attempted to use political influence or bribery to secure an advantage in gaining appointment to a position in the City;
- g. Having made false statements of any material fact or having practiced or attempted to practice deception or fraud in his/her application;
- h. Having used unauthorized access to information concerning the contents of an examination;

- i. Having failed a physical or psychological exam administered after a conditional offer of employment had been made to the candidate.

6. Medical Examinations as Condition of Employment

- a. Pre-employment medical or psychological tests may be given only after a conditional offer of employment has been made to a particular individual. Ultimate employment can be conditioned on successfully passing a medical or psychological exam.
- b. Post-offer medical and psychological exams must be given to all offerees in the same job category.
- c. Physical agility tests are not medical exams and may be given at any time in the employment process, provided they are required of all applicants and are job related and consistent with business necessity.
- d. Pre-employment drug screens are not medical exams and may be required at any time in the employment process.
- e. Refusal to submit to a medical examination, when required, prior to appointment, shall be grounds for rejection. All medical information obtained about any applicant shall be kept strictly confidential.

7. Nepotism and Relationship Policy

In recruiting ~~persons~~ for employment, the applicant most qualified to perform the duties of the classification should, without exception, receive the offer of employment. Supervisors, including elected officials, shall not hire ~~members of their immediate families~~ Family Members for positions which would place these ~~relatives~~ individuals in an immediate subordinate position. These restrictions do not preclude referral of related persons for employment consideration, however an applicant shall not receive preferential treatment because of a relationship with another employee. No employee may participate in decisions relating to the hiring, retention, promotion or compensation of any Family Member of the employee. Immediate family refers to mother, father, spouse, stepchildren, or stepparent. Family Member means an individual who is the spouse or significant other, parent/step-parent, child/step-child, grandparent, grandchild, brother/brother-in-law, sister/sister-in-law, uncle, aunt, nephew, niece, first cousin, in-laws (father, mother, son daughter).

Should marriage or any other event create a violation of this policy, either employee must, within ninety (90) days, secure a transfer or other employment which does not violate this policy, or resign.

H. APPOINTMENT

1. Initial Hiring

The ~~Department Head~~Director shall notify selected applicant of decision and arrange for starting date. Employee will meet with Human Resources ~~Officer~~Director for orientation and explanation of benefits, personnel policies, grievance procedures, etc. Supervisors shall be responsible for providing initial job training, explanation of safety procedures and policies of the work area. Each new employee shall receive a copy of these rules and shall indicate receipt and understanding by signature. Orientation shall be provided on an on-going basis as policies and procedures are created, revised or updated.

2. Temporary Appointments

Temporary appointments for short term employment may be made from current employment applications. If no applicants exist, the City ~~Administrator~~Manager may certify the temporary appointment of any qualified individual. A temporary appointment shall be limited to a total of twelve (12) months. At the end of twelve (12) months, if the temporary need still exists, a new request is to be submitted to the City ~~Administrator~~Manager by the ~~Department Head~~Director.

3. Temporary Replacement Appointments

When an employee is granted military, disability or maternity leave, the ~~Department Head~~Director may request a temporary replacement. If the appointment is made, the appointee is to be informed that the appointment shall be limited to the length of leave granted to the regular employee.

4. Transfers

A transfer is a move from a position in one organizational unit to another without a change in grade. Transfers shall not be accomplished unless there is an existing vacant position into which an employee can be placed. No person shall be transferred to a position for which he or she does not possess the requisite qualifications.

5. Promotions

The ~~Department Head~~Director may request the promotion of a qualified employee, where a vacancy exists, and the City ~~Administrator~~Manager concurs. Promotions must involve a

definite increase in duties and responsibilities and shall not be made merely to ~~effect~~affect an increase in the employee's compensation.

6. Demotion

In the event that an employee underperforms or the employee requests to step down to a lower position, a demotion may be required. Demotions will be recommended by the ~~Department Head~~Director and approved by the City Manager. Demotions will result in the employee being dropped to a lower pay grade and/or scale, as applicable.

6.7. Re-Employment

An employee who separates in good standing is eligible for re-employment consideration. Re-employment is solely at the discretion of the City. If re-employed, the employee will begin accrual of benefits at the time of rehire. No benefits shall be provided retroactively.

I. PROBATIONARY PERIOD

1. Purpose

The probationary period is an integral part of the examination process, utilized by the City to train and aid the new, promotional or newly transferred employee in adjusting to the position, and to dismiss any probationer whose work performance fails to meet required work standards. During a new employee's probationary period, no disciplinary action taken by the ~~Department Head~~Director or the City ~~Administrator~~Manager is subject to the appeal process. Employees in their probationary period may be dismissed at any time with or without cause.

2. Duration

- a. Except as provided otherwise by City ~~Administrator~~Manager action, all appointments shall be subject to a minimum probationary period of six (6) months of actual service. Any approved leave without pay taken during the probationary period will extend the probationary period proportionately. ~~(Res. 1379, 10-23-06)~~
- b. Sworn law enforcement officers ~~and police departmental dispatchers~~ shall be considered to be on probation until the successful ~~completions~~completion of a prescribed course of training at a certified law enforcement training facility and the completion of twelve (12) months of employment with the City. They may be removed from probation sooner with the approval of the Chief of Police and City Manager.

3. Probationary Employee Evaluation

- a. Probationary employees shall be evaluated upon completion of the probationary period. This evaluation shall be written. ~~(Res. 1379, 10-23-06)~~

- b. If, at any time during the probationary period, the ~~Department Head~~Director and/or City ~~Administrator~~Manager determines the employee will not pass the probationary period, said ~~Department Head~~Director and/or City ~~Administrator~~Manager shall effect dismissal in the case of a new employee, or reassignment to lower level position in the case of a promotional or transferred employee, subject to position availability. (~~Res. 1379,~~
~~10-23-06~~)

4. Action by End of Probationary Period

- a. Upon satisfactory completion of an employee's probationary period, the employee shall be placed in regular status and shall be eligible for a salary increase according to the provisions of the salary structure.
- b. Unsatisfactory completion of the probationary period shall be cause for termination of the probationary employee or reassignment of the promotional employee, if a position is available.

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VI. COMPENSATION

J. PURPOSE AND DESCRIPTION

The pay plan shall apply to all positions in the City service except elected officials and council-appointed positions. The purpose of the pay plan shall be to provide and maintain a uniform, equitable system of compensation. The basic policy on compensation shall be to establish a level of pay and fringe benefits which will enable the City to recruit and retain capable employees.

1. Purpose

The ~~Ccompensation~~Pay Plan shall be designed to:

- ◆ Provide equal compensation for equal work.
- ◆ Reflect changes in labor market conditions requiring adjustments in compensation.
- ◆ Establish pay and fringe benefits comparable to public and private employers in the appropriate labor market.

2. Conducting Surveys, Evaluating Results and Developing Recommendations for City Council

- ◆ The City ~~Administrator~~Manager shall, from time to time, make pay surveys in the appropriate labor market to determine comparable wage levels.
- ◆ The City ~~Administrator~~Manager may propose to the City Council recommended changes in the pay plan whenever such changes are deemed necessary.

K. FREQUENCY AND COMPUTATION OF PAY

1. Normal Pay Period

There are twenty-six (26) pay periods in each work year.

Pay Periods are two weeks in duration, beginning at 12:001 a.m. on Monday and ending two weeks later at ~~12:00~~11:59 p.m., Sunday. Paychecks shall be delivered to the employee's designated work area within five (5) days after the pay period ends, unless employee has opted to participate in the payroll direct deposit option. If payday falls on a holiday, checks shall be issued on the last working day prior to the holiday.

2. Effective Date for New Hires and Pay Changes

The effective date for any pay change shall be the first day of the pay period in which the change occurs. New hires and promotions will be effective the first day of the pay period if possible.

3. Recording of Work Time

Time Sheets

Time Sheets shall be submitted to the ~~City Administrator~~ Manager's Finance Office ~~on the Monday morning following the end of the pay period as described in Section B(1) above.~~ Time sheets shall be completed by each employee and verified by the Supervisor and/or ~~Department Head~~ Director.

~~In order to maintain accurate time records, hourly or non-exempt employees are expected to clock in and out in accordance with their arrival and departure times, and clock out during their designated unpaid lunch break and clock in upon their return from their unpaid lunch break.~~

The following policy applies to the recording of regular time, overtime, vacation leave, sick leave or leave without pay:

- ◆ On the hour to 10 minutes past the hour – no time credited.
- ◆ 11 minutes past the hour to 24 minutes past the hour – 15 minutes of time credited.
- ◆ 25 minutes past the hour to 40 minutes past the hour – 30 minutes of time credited.
- ◆ 41 minutes past the hour to 50 minutes past the hour – 45 minutes of time credited.
- ◆ 51 minutes past the hour to the hour – one hour of time credited.

4. Compensable Time

If a non-exempt employee is “suffered or permitted” to work, even though not instructed or required to do so, the time spent is compensable time, or hours worked. Paid time off due to vacations, holidays or sick days is not counted as hours worked for purposes of ascertaining overtime liability.

L. RATES OF PAY

1. Upon Original Appointment

- ◆ No employee shall be assigned to a salary grade not in conformance with the ~~salary schedule~~ pay plan

- ◆ The minimum rate of pay for a job class shall be paid upon original appointment unless otherwise approved by the City ~~Administrator~~Manager, provided that no employee shall receive less than the minimum rate for ~~their~~ his/her classification.

In order to attract and retain qualified employees, the City ~~Administrator~~Manager may enter into employment contracts with employees which provides for housing stipends, training opportunities or other incentives in exchange for an agreement to continue employment for a period of years or be subject to payment of liquidated damages for early departure. (~~Res. 1418, 03-12-07~~)

2. Upon Promotion

When an employee is promoted to a vacant position within ~~their~~ his/her department at a higher level, the rate of pay shall be changed as follows:

- ◆ If the pay received in the lower grade is below the minimum step of the grade for the class to which promoted, the employee's pay shall be increased to the minimum step of the new grade.

3. Upon Transfer

When a transfer occurs, within either the same class or pay grade, an employee's rate of pay shall remain unchanged.

4. Upon Demotion

When an employee is demoted to a lower step within a grade or to a position in a lower grade, the employee's rate of pay shall be determined by the ~~Appointing Authority~~City Manager.

5. Upon Reclassification of Position

When an occupied position is reclassified, the incumbents' salary increment dates shall not change. The employees' rate of pay shall be adjusted as follows:

- ◆ To a class of higher pay: ~~The:~~ The incumbent employee shall be placed in the same step in the new grade as the employee was placed prior to reclassification.
- ◆ To a class of the same pay: ~~The:~~ The incumbent employee's pay shall remain unchanged.
- ◆ To a class of lower pay: ~~If:~~ If the incumbent's pay in the higher pay grade is above the minimum step of the lower pay grade, the employee's pay shall remain unchanged.

6. For Regular Part-Time Employees

Regular part-time employees shall be paid in accordance with the same ~~salary schedule~~pay plan as regular full-time employees.

7. For Temporary Employees

- ◆ If the position is assigned to a class with a regular grade, temporary employee shall be paid the minimum rate for that pay grade.
- ◆ If the position is assigned to a temporary seasonal class, employees shall be paid according to a temporary pay plan.

M. SPECIAL PAY PROVISIONS

1. Overtime Pay

The following provisions apply unless superseded by Federal, State or Local Law:

- ◆ Unless exempted under the Fair Labor Standards Act (FLSA), all employees are entitled to overtime compensation at the rate of one and one-half times their normal hourly rate of pay. ~~Executive, administrative and professional employees and employees of city-operated recreational facilities are exempt from overtime.~~Qualified employees classified as exempt will not be entitled to overtime.
- ◆ Hours worked in excess of the normal work period or hours worked when an employee is called back for unscheduled work as defined ~~in Section VI(D)(3) of this Manual (see below)~~below shall be considered as overtime. The normal work period, unless noted, shall be forty (40) hours per week.
- ◆ Employees of the Police Department engaged in Public Safety activities will have overtime computed on a work period of ~~twenty-eight (28) consecutive days~~fourteen days. Covered Police Department employees will be paid overtime at the one and one-half times the regular rate for hours worked in excess of ~~171.086~~ within each ~~28-14~~ day period.
- ◆ Temporary, seasonal employees, not employed by the City recreation facilities, are entitled to overtime pursuant to FLSA. ~~Employees of the City swimming pool are not entitled to overtime.~~
- ◆ A Department Head~~Director~~ must authorize overtime work before it is performed. ~~(Res. 1471, 8-27-07)~~

2. Holiday Pay

City employees, with the exception of sworn officer ~~Law Enforcement~~ personnel who work on a regularly scheduled holiday, shall receive eight (8) hours straight time pay for the holiday plus time and one-half for all the time actually worked. For half day holidays, employees shall receive four (4) hours straight time pay for the holiday plus time and one-half for all time actually worked. Sworn officer ~~Law Enforcement~~ personnel receive additional vacation accrual in lieu of holiday pay as outlined in Section IX(A) and (B) of this Manual. ~~(Res. 1471, 8-27-07)~~

Any employee who, as an “essential service” employee, is required to work on a specially declared holiday due to blizzard or other natural disaster necessitating the closure of City offices, shall receive straight time pay for hours worked plus additional vacation accrual equal to all time actually worked during said closure. This policy applies to all employees, including Law Enforcement personnel. ~~(Res. 1471, 8-27-07)~~

3. Call Out Pay

When an employee is called out for overtime work, all work performed shall be at the regular overtime rate. Two (2) hours pay at the overtime rate shall be guaranteed at a minimum if the call-out does not immediately precede or follow a regularly scheduled shift. A call-out requiring more than two hours will be paid based on actual hours worked. A call-out is defined as the employee having to come from home or elsewhere in order to report to work and not immediately precede or follow a regularly scheduled shift. If while on a call-out, the employee is sent to an unrelated problem area, that too is part of the initial call-out. Only when the employee returns home and is out of the service and called out again do they ~~does he~~ accrue another minimum two hours of overtime pay ~~per day~~. ~~(Res. 1471, 8-27-07)~~

4. On-Call Status; Compensation

On-Call Status Definition:

On-call status means that an employee is required to remain within the immediate response area, must leave a telephone number where they ~~he/she~~ can be reached or carry a pager or radio, and must be able to respond to work within a reasonable period of time if contacted. The employee is prohibited from using alcohol or any controlled substance during their ~~his/her~~ on-call status but is otherwise free to pursue personal activities.

- ◆ Public Works Department:

Non-exempt Public Works Department employees who are on-call for week-end duty will receive two hours of overtime per day for being on call plus overtime pay for time actually worked on that date.

◆ Police Department:

Non-exempt Police Department employees who are on call during State Fair or at other times as designated by the Chief of Police shall receive two hours of overtime per day for being on call plus overtime pay for time actually worked on that date.

5. Holiday On Call Pay – Public Works Department

A public works employee receives three hours of overtime pay for being on-call on a holiday. Hours actually worked on a holiday are paid at the standard time and a half rate.

6. Compensatory Time

A non-exempt employee may elect to receive compensatory time in lieu of overtime. The election must be made in writing in advance of overtime hours worked and signed by the employee. may be given compensatory time off in lieu of monetary overtime compensation. The compensatory time shall be earned at the rate of one and one-half hours for each hour of overtime.

~~An employee shall be given the option of taking overtime or compensatory time. Failure of an employee to express an unwillingness to accept compensatory time will assume an agreement to accept such compensatory time.~~

~~Non-exempt Employees employed in public safety employed in public safety, or seasonal activities can accrue up to 480 480-80 hours of compensatory time. Other non-exempt employees can accrue up to 240 hours of compensatory time. Other non-exempt employees can accrue up to 240 hours of compensatory time.~~

When recording overtime hours, employees must select either compensatory time off or overtime pay on their timesheet. In the absence of a selection, the employee will automatically receive overtime pay.

~~An employee shall be given the option of taking overtime or compensatory time. Failure of an employee to express an unwillingness to accept compensatory time will assume an agreement to accept such compensatory time.~~

An employee has the right to use some or all of any accrued compensatory time ~~within a “reasonable period” after requesting such use~~, provided that it does not unduly disrupt the City’s operations and provided that the Department Head~~Director~~ approves such leave. When possible, an employee should request to use compensatory time at least 24 hours before the intended date.

At the time of termination, an employee shall be paid for unused compensatory time based on the average regular rate for the employee's last three years of employment, or the employee's regular rate of pay at the time of termination, whichever is greater.

N. STEP PROGRESSION WITHIN THE PAY PLAN

1. Performance Appraisals

~~Department Head~~Director or their designees shall prepare an annual performance appraisal on each employee under their jurisdiction. Performance appraisals are subject to appeal through the grievance procedure. Performance appraisals shall be in writing and shall be discussed in detail with the employee by their his/her Supervisor.

Appraisals shall be based on the job duties, ~~and~~ responsibilities of the employee's position as identified by the adopted position specification, workplace behavior, competencies, and contributions that impact organizational success.

The Human Resources office will notify each operating department which of its employees are due for annual appraisals thirty (30) days prior to the appraisal due date. The failure of the ~~Department Head~~Director to return the performance appraisal form prior to the appraisal due date will result in a delay of a within-grade increase for affected employees.

A pay increase for an employee's performance shall be supported by an employee performance appraisal report. When proposing step increases for an employee, the ~~Department Head~~Director shall present evidence that the employee, on their his/her own initiative and by his/her/their own efforts and ability, is rendering service above the level of proficiency normally expected of the incumbent of the position.

When a regular employee's work is not satisfactory, the employee shall be made aware of deficiencies in performance and expectations for improvement. The ~~Department Head~~Director shall notify the employee that they he/she will be discharged or that they he/she will be expected to return their his/her performance to a satisfactory level within a given period of time or face discharge. Employees may be demoted to a step or grade having a lower pay rate upon ~~Department Head~~Director recommendation.

An employee denied an increase may be granted such increase when supported by a new performance report showing an overall rating of 3.0 "Meets Standards" or better. A delayed increase will not be made retroactive. In the case of a delayed increase, the employee's anniversary-next appraisal date will be changed to reflect the date of the increase.

A step increase is **not** automatic. An employee performing work at, but not above, the level of proficiency normally expected of an ~~incumbent~~incumbent shall not be afforded an increase. ~~(Section E-1 Revised per 02-17-11 memo & council action 2-28-11)~~

2. Normal Step Progression

An employee's normal progression ~~form~~from step one to step two is based on the completion of the probationary period (as defined in Chapter V, Section D-2). Thereafter, the normal progression is in accordance with the current pay plan subject to the continuation of exemplary, meritorious performance, as determined by the performance appraisal report submitted by the employer's supervisor. An advancement within the ~~salary~~pay grade shall not be ~~automatic, but~~automatic but shall be given annually on or after the anniversary date to any employee who achieves a gross aggregate ranking of ~~3.0~~"Meets Standards" or better. Final advancement within a grade shall not go beyond the legal limits established for the ~~class by the~~ pay plan. ~~(Revised per 02-17-11 memo & council action 2-28-11)~~

~~3. Employee Performance Benefit~~

~~The Employee Performance Benefit (EPB) program is an annual program (assuming funds are available) which rewards employees who meet a higher standard as determined by the annual performance appraisal. The EPB is a one timeone time cash bonus to those eligible employees, not recurring. An employee who achieves a gross aggregate ranking of 3.75 to 3.99 on their Performance Appraisal will receive a one time cash payment of \$750. This is a fixed amount and not subject to Department HeadDirector discretion. An employee who achieves a gross aggregate ranking of 4.0 or better"Exceeds Standards" will may receive a one timeone time cash payment of \$750 to \$1,500, at the discretion of the reviewer, Department HeadDirector and AdministratorManager. This payment would not be in addition to the original \$750. (Added per 02-17-11 memo & council action 2-28-11)~~

~~4.3. City Administrator/Manager Approval~~

The City ~~Administrator~~Manager shall have final authority on approval or disapproval of all step increases; and shall act on them after receipt of written recommendation from the ~~Department Head~~Director. The City ~~Administrator~~Manager has the right to freeze all step pay increases ~~and Employee Performance Benefits~~ due to budgetary constraints. ~~(Revised per 02-17-11 memo & council action 2-28-11)~~

~~5.4. Partial Step or Two Step Increases~~

Supervisors and/or ~~Department Head~~Directors may recommend partial step increases or two-step increases as circumstances warrant. A final decision for a partial two-step increase will be approved by the City Manager.

~~6.~~ ~~Department Head~~ ~~Director~~ ~~Increases~~

~~Department Head~~ ~~Director~~s are placed within salary ranges, rather than specific steps. As such, the amount of proposed increases for these employees are at the discretion of the City Administrator. (Revised per 02-17-11 memo & council approval 2-28-11)

7.5. Incentive Pay Option

Regular employees who are at the top of their grade and have at least ten (10) years of service, and who have been recommended for a step-increase according to the provisions of Section VI(E)(1) of this Manual, are eligible for either:

- a. An annual lump sum payment determined by their appraisal rating and length of service; or
- b. An increase in contributions to the deferred compensation plan, to be designated as employer's match, of two percent for a ~~one-year~~ one-year period, not to exceed maximum contribution limit allowed and defined by Internal Revenue Code section 457; or (~~Res. 1379, 10-23-06; Amend: Res. 1741, 8-13-12~~)
- c. Payment of the employee share of Wyoming Retirement System – benefits of two percent (2%) for a ~~one-year~~ one-year period, up to a maximum of ~~fourteen and twelve one-hundredths (14.12%)~~ of the total gross base compensation for public employees, or ~~seventeen and two tenths percent (17.2%)~~ of the total gross base compensation for law enforcement officers ~~or dispatchers~~. (~~Amend: Res. 1741, 8-13-12~~)

Eligible employees may choose the option they prefer.

Conditions of Payment:

- a. Employees must have a gross aggregate ranking of ~~3.0~~ "Meets Standards" or better on their appraisal.
- b. Employees must have ten (10) or more years of continuous service.
- c. Regular part-time employees will receive a proportionate amount of the incentive pay.
- d. If an employee chooses the incentive pay rather than the additional contribution to deferred compensation/Wyoming Retirement, the payment check will be subject to all applicable payroll deductions and will be considered additional income. (~~Amend: Res. 1741, 8-13-12~~)

- e. For the lump sum incentive payment, the amount of payment will be based on two cents per hour per year for each year the employee has been employed, based on 2080 hours per year. Overtime worked by the employee is not included in the total.
- f. Under no circumstances will an hourly employee receive their payment during a pay period in which they have incurred overtime hours.
- g. Years of service are multiplied by \$41.60 to determine the lump sum amounts.
- h. Payment will be made as soon as practical after the employee's anniversary date. Payment will be limited to one payment per calendar year. ~~(Revised per 02-17-11 memo & council action 2-28-11)~~

~~8.~~ Education Incentive Pay – See Benefits Brochure

~~Any Department Head/Director may request that education incentive pay be provided to the base compensation for employees within that department. Such education incentive pay is designed to encourage employees to obtain college degrees in areas that will enhance their work performance but that are not job requirements.~~

~~Upon written authorization of the City Administrator and budget allocation being provided, compensation increases will be allowed for employees who have received Associates, Bachelors or Masters Degrees which are not required in the position specification for the employee's job but that nevertheless enhance that employee's ability to perform his or her job.~~

~~If implemented, such compensation will be provided to all employees within the department who have obtained a degree at compensation increases approved by the City Administrator. Any consideration of degree relevance to work and/or compensation amount shall be at the sole discretion of the City Administrator.~~

O. FRINGE BENEFITS All listed Fringe Benefits will be listed in the Benefits Brochure

~~1.~~ Insurance Health and Dental Insurance, Life and Long Term Disability, Optional Life and Accidental

~~◆ Health and Dental:~~

~~The City of Douglas provides group health and dental coverage for regular full-time employees. Employees shall be eligible to participate in basic health and dental plan benefits, either single or family coverage as appropriate. The City will pay the entire cost of single coverage and a fixed amount of the dependent coverage. Dependent insurance shares are deducted from an employee's paycheck the beginning of the month for which coverage is applied. The City of Douglas provides a group health and dental coverage for regular part-time employees at the single coverage rate. If the part-time employees would like to cover dependents, the dependent coverage would be at the employee's expense.~~

~~Appointed contractual employees (City Attorney, municipal judge, etc.) may, at the discretion of the City Council and subject to approval of reinsurance carrier, be allowed to participate in the City's fringe benefit programs including group health, dental and life insurance. Such contractual employee's, may or may not be responsible for payment of monthly premium, depending on City Council action.~~

◆ ~~Life and Long Term Disability:~~

~~The City provides every regular employee with term life insurance in the amount of \$15,000 and the City Administrator and each Department HeadDirector with term life insurance equivalent to each position's annual salary. Single coverage is paid fully by the City. Family coverage can be obtained and will be paid by the employee or the City at its discretion, depending on budgetary conditions of the City. (Res. 1379, 10-23-06)~~

~~Long Term Disability insurance is provided to regular employees not covered by the Wyoming Retirement Law Enforcement System. This benefit is based on a percentage of the regular employee's monthly salary. (Res. 1379, 10-23-06; Amend: Res. 1741, 8-13-12)~~

◆ ~~Optional Life and Accident:~~

~~The City provides the opportunity for eligible employees to purchase additional life or supplemental accident coverage if desired. The total cost of premiums is provided by the employee. Deductions are made from the employee's paycheck on a monthly basis.~~

~~No employee is required to take either the basic health insurance plan or the basic life insurance, however, when an employee does not take such insurance, that employee shall not be entitled to additional pay in lieu of said insurance. Employees are eligible for all insurance on the first day of the month following the date of hire.~~

~~2.—Fitness Benefit~~ Fitness Benefit

~~The City of Douglas will pay ten dollars (\$10.00) per month, as a taxable benefit, towards a single or family membership at an approved local fitness facility. There shall be no limits set on the number of times the employee has to utilize the membership. The employee shall pay their portion to fitness facility and the City shall be billed for the remainder. This will also apply if the employee already holds a membership. Effective January 1, 2004, if the employee uses their his/her membership an average of 10 times per month throughout the year, the City shall reimburse employee their portion of the membership in the pay check issued the second payroll in February. (Res. 1379, 10-23-06)~~

~~3.—Retirement Benefits~~ Retirement Benefits

~~a.—Wyoming Retirement System — Public Employees~~

~~All full time employees shall participate in the Wyoming Retirement System (W.R.S.) as enacted in Wyoming State Statute 9-3-401 through W.S. 9-3-452.~~

~~(1) Each eligible employee shall pay into the W.R.S. account seven percent (7.0%) of their his/her salary to fund benefits provided to public employees. The City may pay into the W.R.S. any amount of the employee's share of contributions as part of a total compensation package or as part of the Incentive Pay Option for top of grade employees as described in Section VI.E.(7) of this Manual.~~

~~(2) Unless the City agrees to pay a higher amount as stipulated in F.3.a(1) above, the City shall pay into the account a contribution equal to seven and twelve one hundredths percent (7.12%) of the salary paid to each of its eligible employees covered under the W.R.S Public Employee Pension Plan.~~

~~(3) Coverage begins on the date of hire. Employees may not revoke their participation in the W.R.S.~~

~~(4) The employee is responsible for FICA payment on both the employee and employer share of their his/her retirement contribution.~~

~~(Added: Res. 1741, 8-13-12)~~

~~b. Wyoming Retirement System — Law Enforcement Officers~~

~~Police Department sworn officers and dispatchers participate in the Wyoming Retirement System (W.R.S.) as enacted in Wyoming State Statute 9-3-432, 2002.~~

~~(1) Each eligible law enforcement officer or dispatcher shall pay into the W.R.S. account eight and six tenths percent (8.6%) of their his/her salary to fund benefits provided to law enforcement officers. The City may pay into the W.R.S. any amount of the officer's share of contributions as part of a total compensation package or as part of the Incentive Pay Option for top of grade employees as described in Section VI.E.7 of this Manual.~~

~~(2) Unless the City agrees to pay a higher amount as stipulated in F.3.b.(1) above, the City shall pay into the account a contribution equal to eight and six tenths percent (8.6%) of the salary paid to each of its eligible law enforcement officers and dispatchers covered under the W.R.S.~~

~~(3) Coverage begins on the date of hire. Employees may not revoke their participation in the W.R.S.~~

~~(4) The employee is responsible for FICA payment on both the employee and employer share of his/her retirement contribution.~~

~~c. Deferred Compensation~~

~~(1) Upon hire, full time and part time (not including temporary) employees are eligible to participate in the deferred compensation plan. For employees not covered by the Wyoming Retirement System, the City will contribute to the deferred compensation plan~~

at the same percentage rate as that offered to full-time employees covered under either the W.R.S. Public Employee Pension Plan, or the W.R.S. Law Enforcement Pension Plan, whichever applies. ~~Department Head~~Directors or other employees recommended by the City Administrator may be offered higher percentages as part of a total compensation package or as part of the incentive pay option for top-of-grade employees described in Section VI.E.7 of this Manual. (Amend: Res. 1741, 8-13-12)

- ~~(2)~~ Upon signing the Participation Agreement, the employee elects to participate in the plan and consents to the City of Douglas deducting the amount of Deferred Compensation specified in the agreement from the employee's compensation for each pay period. The employee agrees to defer the receipt of benefits provided under the deferred compensation plan until said employee retires, terminates service with the City, becomes totally disabled, or dies.
- ~~(3)~~ There is no vesting requirement for deferred compensation. The employee is entitled to 100% of the account balance upon withdrawal of funds regardless of length of time in the plan.
- ~~(4)~~ An employee may revoke his election to participate in the deferred compensation plan by signing and filing with the City a written revocation of participation. The revocation shall be effective on the first day of the next payroll period.
- ~~(5)~~ The employee is responsible for FICA payment on both the employee and employer share of his/her deferred compensation.

~~4. Worker's Compensation~~ Worker's Compensation

All employees are covered under the Wyoming Worker's Compensation Act and are eligible for benefits if injured while on the job. See Section IX(E) of this Manual.

~~d. Longevity~~ Longevity

All employees are eligible for a longevity bonus following three years of continuous service with the City. Longevity shall be paid at the rate of \$2 per month of service and shall be issued to employees with three years of consecutive service as of January 1 of each year. Checks shall be issued to all eligible employees in December. Employees who terminate employment prior to any longevity payment date are not eligible for benefits.

~~e. Membership in Professional Societies~~ Membership in Professional Settings

At the discretion of the City Administrator, and upon approval by the City Council during adoption of the annual budget, a regular employee's membership dues in work-oriented professional societies may be paid by the City.

~~f. Legislated Benefits~~ Legislated Benefits

~~The City, as required by State and Federal Law, provides contributions to the Federal Insurance Contributions Act (Social Security), Unemployment Compensation, and Worker's Compensation for employees.~~

5.1. Early-Retirement Health Insurance Coverage

Effective August 1, 1997, the City of Douglas will offer extended health and dental insurance coverage to retirees who meet the current eligibility standard and who are not yet eligible for coverage by Medicare.

Any employees seeking benefits for early retirement shall notify the City ~~Administrator~~Manager in writing at least 90 days prior to the intended retirement date.

Eligibility for Early Retirement Coverage:

Eligibility for early retiree health/dental benefits shall be as follows:

- a. Employee must be covered by the City group health insurance program at the time of retirement.
- b. Employee must have a combination of age and full-time service with the City of Douglas totaling 75 years. ~~(Revised Res. 1527, 4-28-08)~~

Coverage Provisions:

Benefits will be provided according to the schedule of benefits offered to all active employees of the City. Plan provisions are subject to change without notice to affected employees and retirees.

Formula for Benefit Coverage:

City participation towards the cost of the monthly premium payment for single or family coverage will be computed based on the following formula:

<u>Percentage</u>	<u>Combined Age & Years of Service</u>
50%	75
55%	76
60%	77
65%	78
70%	79
75%	80
80%	81
85%	82

90%	83
95%	84
100%	85 and above

(Revised Res. 1527, 4-28-08)

Coverage Termination

Coverage for retired employees will cease when the retired employee reaches age 65 for becomes eligible for Medicare. Coverage for dependents will cease when the retiree becomes ineligible for continued coverage or when the dependent reaches age 65 or becomes eligible for Medicare.

COBRA Provisions for continued coverage

A thirty-six (36) month of continuation of benefits shall be available to a retiree's depended spouse and/or child who is covered under this program in the event of any one of the following qualifying events:

- a. The retiree's death
- b. Divorce or legal separation from the retiree.
- c. The dependent child's loss of eligibility to participate due to the retiree becoming eligible for Medicare Benefits.

The continuation of coverage is available under the Consolidated Omnibus Reconciliation Act (COBRA). 100% of the premium must be paid by the retiree or eligible dependent who qualifies because of any of the above listed qualifying events.

~~g. Voluntary Payroll Deductions~~

~~The City will from time to time be approached by insurance agents or other vendors who desire to provide optional benefit coverage for City employees through a voluntary payroll deduction. In order for any such plan to be established, the City must have sufficient interest in the program to justify the cost of doing the payroll deductions and the plan approval by the City Administrator. A minimum of ten (10) employees will be required in order for a payroll deduction plan to be established. It is the responsibility of the vendor to obtain the necessary enrollment forms and to maintain a level of ten (10) employees. Failure to maintain the minimum participation level may result in the elimination of the payroll deduction option for this plan.~~

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VII. CONDITIONS OF EMPLOYMENT

P.O. WORK WEEK

The normal work week for all employees shall be as scheduled by the Department Head/Director providing that such schedules do not exceed the total regular work hours as provided in the pay plan.

The normal work week provision shall not be construed as a guarantee of a minimum or a maximum of hours per week or year. The normal work week can be modified in accordance with work requirements and in accordance with the financial condition of the City.

Q.P. DAYS OFF

Full-time employees, except for Law Enforcement employees, shall have two specified days off per week. In case of emergency, or where required for the performance of essential public service, an employee may be required to work on the days ~~he/she is~~they are normally off.

R.Q. LIMITS ON CONTINUOUS HOURS OF WORK

With the exception of extreme emergency, to protect the health and welfare of an employee, the employee shall not be required to work more than two (2) shifts, or sixteen (16) hours, in a ~~twenty-four hour~~twenty-four-hour period.

S.R. ATTENDANCE

An employee must report promptly for work in accordance with shift schedules and maintain a good attendance record on the job. If an employee will be absent from work for any reason, a request for leave ~~form~~ must be submitted to the employee's supervisor for approval and submitted as soon as possible. Employees must notify their supervisor of the intended absence at least one (1) hour prior to their scheduled shift when possible.

Should an employee be tardy to work, they must notify their immediate supervisor of their tardiness. Excessive absenteeism and/or tardiness may result in disciplinary action.

If an employee fails to appear to their scheduled shift and fails to notify their supervisor in three (3) or more consecutive shifts the employee will be immediately considered to have abandoned their position unless appropriate documentation is provided to Human Resources.

T.S. MEAL PERIOD

Non-uniformed employees shall be granted an unpaid lunch period during each work shift. This lunch period shall be one (1) hour in duration. Exceptions to this provision may be made by the City for the sake of efficiency of operations. An employee required to remain at their ~~his/her~~ work-station during their ~~his/her~~ lunch period shall be considered on compensable time unless the employee is completely relieved of all duties during the period.

U.T. USE OF CITY PROPERTY

No City employee shall use any property, equipment, vehicle or any other City-owned materials for private gain, use or convenience unless specifically authorized by City ~~Administrator~~Manager or City Council action. Such property is restricted for the use of employees in the performance of official City duties. No employee shall be required to perform services on private property not within the responsibility of ~~his/her~~their area or the duties of his position.

V.U. ACCEPTANCE OF GIFT

Employees or members of their immediate families shall not accept any gift, loan, service, certificate, plaque, commemorative token, gratuity, special discount, or item of value in excess of two hundred fifty dollars (\$250.00) from any person, firm or corporation. The following items are excluded from this policy: Items of printed, educational or promotional material; food and beverage; travel, registration, and; lodging and items from raffles for any conference or meeting while attending in their official capacity, -or those other items exceptedaccepted in Wyoming Statute 9-13-102(a)(vi).

Conflicts of Interest. Employees shall not enter into any financial or other relationship with any agency, private business or other organization which would constitute a conflict of interest with their City employment or create the appearance of impropriety. Employees shall not permit themselves to be placed under any personal or other obligation which could lead any person, group, or organization to expect official favors. If an employee has questions about what constitutes a conflict of interest, the employee may ask his or her immediate supervisor, ~~Department—Head~~Director, the Human Resource Department, or the City ~~Administrator~~Manager.

W.V. OUTSIDE EMPLOYMENT POLICY

Outside employment shall be allowed provided such employment does not present a conflict of interest or interfere with normal working hours, overtime requirements, or the efficient performance of duties with the City. Outside employment must be approved by the ~~Department Head~~Director.

X.W. USE OF OFFICIAL BADGE OR CREDENTIALS

Officials or employees who wear a badge or other official insignia or who bear credentials as evidence of authority and/or identity shall not permit such badge or insignia to be used or worn by any other person, or to otherwise leave their possession (without approval by the

~~Department Head~~Director). The ~~Department Head~~Director shall not grant such approval except to persons regularly and formally appointed to the position designated by the badge or insignia. Badges or credentials which reflect employment with the City shall not be used by an employee for preferential treatment or personal gain.

Y.X. POLITICAL ACTIVITY

City employees, when identified as such, are individually or collectively prohibited from endorsing or working for the election of, or opposing or working for the defeat of, any candidate for City office. Employees are not prohibited from actively participating in political activities on any other governmental level, except where a department may have a specific relationship with a counterpart in a County office. Employees whose functions are funded in whole or in part by federal funds may not use their official authority or influence for the purposes of interfering with or affecting the results of elections or nominations for office~~are prohibited from such political activity~~ as is prescribed by provisions of the Hatch Act. Employees are encouraged to exercise constitutional rights pertaining to voting in all elections.
(Revised-Res. 1552, 8-11-08)

Z.Y. USE OF CITY OWNED VEHICLES

City owned vehicles are to be used in accordance with departmental policy. An employee authorized to drive a City vehicle must have a current Wyoming Operator's License. Employees operating City vehicles are required to observe all traffic laws and the dictates of common sense and good judgment.

The personal use of a City owned vehicle is only allowed while a City employee is acting within their ~~his/her~~ "scope of duties". City vehicles are to be used for official business only.

Unless expressly authorized by the City Administrator/Manager, transporting of family members, or ~~non-employees~~non-employees is forbidden unless such transportation is for the sole purpose of conducting official business. (Rev. 1-06)

The personal use of a City owned vehicle is a taxable fringe benefit, unless the vehicle meets the IRS requirements of a qualified non-personal vehicle (clearly marked police and fire vehicles, unmarked vehicles used by law enforcement officers, any vehicle designed to carry cargo with a loaded gross vehicle weight over 14,000 pounds). Personal use includes the value of commuting to and from work in a City vehicle. The value of this benefit must be included in wages and is subject to income and employment taxes.

City employees who are provided with City owned vehicles and are allowed to take the vehicle home because they are "on call" are responsible for determination of the valuation rule used to determine the value of the personal use of said vehicle. Employees may use either the Automobile Lease Rule (IRS Publication 15-B), the Cents Per Mile Rule or the Commuting Value

Rule, which provides for an amount of three dollars per day as a non-cash, taxable fringe benefit includable in gross income.

Employees utilizing the Commuting Value Rule are designated and required to commute in said vehicle and City vehicle may be used only for the purposes of commuting to and from work and for de minimis personal use. Employees shall not use such vehicle for any other personal purposes.

Employees traveling for City business, such as going to a seminar, are to use a City vehicle if one is available. If fuel is required during the trip, it should be charged on a City credit card not paid for by the employee.

AA.Z. USE OF PRIVATE VEHICLE

~~An employee may be required by his/her supervisor to use his/her personal car in the performance of official duties.~~ Use of personal automobiles in the performance of municipal business may be necessary. ~~subject to City owned vehicle availability.~~ City employees will be reimbursed at the IRS approved cents per mile rate upon completion and submission of the appropriately completed claim for payment. This mileage allowance is provided to cover the cost of gas, maintenance, repair, and insurance while on City business.

The City does not provide insurance coverage for any employee who uses ~~their~~ his or her personal auto for business purposes. It is the employee's responsibility to protect against damage to his/her automobile and provide for legal liability in such form and amount as the employee deems adequate.

1. Vehicle Allowance

a. Purpose and Scope

- (1) This policy establishes a vehicle allowance program for designated ~~department head~~ Director and other positions at the discretion of the City ~~Administrator~~ Manager.
- (2) The monthly vehicle allowance will be provided to eligible employees according to the provisions of employment agreements executed between eligible employees and the City ~~Administrator~~ Manager.
- (3) Any employee receiving the monthly vehicle allowance is expected to use ~~their~~ his or her private vehicle for City business. Use of a City vehicle is authorized only in emergency situations or when transporting other employees necessitating larger seating capacity.

b. Outside City Limits

Any eligible employee who receives a monthly vehicle allowance and who drives their ~~his or her~~ personal vehicle on City business outside of Converse County will be eligible for reimbursement based on documented mileage at the IRS approved reimbursement rate at the time of the travel. It is the responsibility of the employee to keep adequate mileage and auto expense records for personal tax purposes.

c. City Gasoline and Oil

City gasoline and oil will not be dispensed to privately owned vehicles.

d. Requirements for Vehicle Allowance Recipients

Employees who receive a vehicle allowance must maintain a valid driver's license, a vehicle that is legally licensed, registered and meets the basic insurance requirements of that type of vehicle under Wyoming state law. The City does not provide insurance coverage for any employee who uses their ~~his or her~~ personal vehicle for business purposes. It is the employee's responsibility to protect against damage to their ~~his or her~~ vehicle and provide for legal liability in such form and amount as the employee deems adequate.

BB-AA. CONDUCT ON THE JOB

While on the job, all employees are expected to conduct themselves in a manner which is a favorable reflection of the City and which demonstrates tact, courtesy and good judgment. During working hours, an employee is expected to devote their ~~his/her~~ energies to the services of the City and not to personal affairs.

Employees are expected to treat all coworkers, citizens, vendors, etc. with respect and courtesy.

Employees will perform their job duties and meet the standards of their job, pursuant to their job description and responsibilities and to the standards of the City.

Employees are to conduct themselves in an honest, truthful, and professional manner towards all coworkers, citizens, vendors, etc.

Resolve work-related issues and disputes in a professional manner and through established business processes.

Make work-related decisions and/or take actions that are in the best interest of the City.

Report circumstances or concerns that may affect satisfactory work performance to a supervisor, including but not limited to any inappropriate (fraudulent, illegal or unethical) activities of other employees.

Support efforts that ensure a safe and healthy work environment and report any potential hazards appropriately.

Directors and Supervisors are expected to follow the standards of conduct as they are representatives of the City. In addition, they are expected to lead by example:

- Lead and act with integrity.
- Encourage employees to raise questions and concerns.
- Ensure your team completes all required training and maintains any licenses and certifications.
- Take prompt and effective action when appropriate.

Chain of Command when Contacted by a City Councilmember

If a City Councilmember requests an employee to perform work, provide information, or take any action related to City business, the employee shall refer the request to their immediate supervisor or Department Director and shall not take action unless directed by the appropriate chain of command.

CC-BB. USE OF ALCOHOL AND CONTROLLED SUBSTANCES

1. Purpose

The Drug-Free Workplace Act of 1988 requires that the City of Douglas, as a Federal contractor, take steps to provide a drug-free workplace. Among other things, the law requires that the City:

- a. Advise employees that manufacturing, distributing, dispensing, possessing, or using illegal controlled substances on the job is prohibited; and, furthermore, that employees be advised of the job-related penalties for violations.
- b. Establish a drug-free awareness program.
- c. Notify employees that they must abide by the terms of the City's Drug-Free Workplace Policy and that they must immediately report any conviction of a criminal drug law, the violation of which occurred while they were on the job.

- d. Take sanctions against, or require satisfactory completion in a controlled substance abuse assistance or rehabilitation program, by any employee convicted of violating a criminal controlled substance law while on the job.

In addition to meeting these requirements, the City has a compelling interest in adopting such additional measures as are reasonable in order to provide a safe, healthy, and productive environment for the public and its employees.

2. General Policy

The goal of the City of Douglas is to make a good faith effort to maintain a drug-free workplace and to otherwise comply with the “Drug-Free Workplace Act of 1988”. The City recognizes that misuse of alcohol and other controlled substances is a pervasive problem in society. This policy is intended to promote treatment and rehabilitation as well as a safe and secure work environment. City employees will be required to submit to testing for evidence of illegal drugs and/or alcohol in their bodies under conditions outlined herein.

3. Definitions

- a. Alcohol means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol. Any consumption of a preparation including alcohol (e.g. beverages or medicines) is considered alcohol use.
- b. Alcohol concentration (or content) means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test. Alcohol concentration may be described in terms of Blood Alcohol Concentration (BAC).
- c. Confirmation testing: for controlled substances means a second analytical procedure to identify the presence of a specific controlled substance or metabolite which is independent of the screen test and which uses a different technique and chemical principle from that of the screen test in order to ensure reliability and accuracy; for alcohol means a second test, following a screening test with a result of 0.05 BAC or greater, that provides quantitative data of alcohol concentration.
- d. Controlled Substance means marijuana (THC), cocaine, opiates, phencyclidine (PCP), and amphetamines (including methamphetamines). Controlled substances may be referred to as drugs.
- e. Refuse to Submit (to an alcohol or controlled substance test) means that an employee: (1) fails to provide adequate breath for testing without a valid medical explanation; (2)

fails to provide adequate urine for controlled substance testing without a valid medical explanation; or (3) engages in conduct that clearly obstructs the testing process.

- f. Screening Test (initial) in relation to alcohol testing means a breathalyzer test to determine whether an employee may have a prohibited concentration of alcohol in their ~~his/her~~ system. In relation to controlled substance testing, it means an immunoassay screen to eliminate “negative” urine specimens from further consideration.
- g. Substance Abuse Professional (SAP) means a licensed physician or a licensed or certified psychologist, social worker, employee assistance professional or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances related disorders.

4. Controlled Substance and Alcohol Use Prohibited

The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance by employees while on City property or while on City business is prohibited.

No employee shall use alcohol or any controlled substance while on the job or while operating any City vehicle or equipment nor report to work or operate any City vehicle or equipment while under the influence of alcohol or any controlled substance.

Appropriate social drinking at City-sponsored or attended functions within the City of Douglas or at out-of-town locations are acceptable provided the employee does not operate any City vehicle or piece of equipment while under the influence of alcohol or any controlled substance.

Medicine which is prescribed and taken pursuant to a doctor’s order and which the doctor determines will not adversely affect the employee’s ability to safely perform his/her job functions is not prohibited by this policy.

Employees taking any medication which may impair their ability to safely operate a City vehicle or piece of equipment ~~should so~~should advise their supervisor. The term “under the influence” is defined as reporting for work with the presence of illegal drugs in the body at levels defined by the National Institute for Drug Abuse (NIDA). With regard to alcohol, it will be defined at any level above .05 percent blood alcohol content, unless the employee holds a commercial driver’s license and is being tested under the provisions of the Omnibus Transportation Employee Testing Act of 1991.

5. Supervisors and ~~Department Head~~Directors

No supervisor or [Department Head/Director](#) having actual knowledge that an employee has violated the prohibitions of this policy shall permit the employee to perform or continue to perform any job function.

All supervisors shall receive at least 60 minutes of training on the signs and symptoms of alcohol misuse and at least 60 minutes of training on the signs and symptoms of controlled substance abuse. Supplemental training shall be provided as deemed necessary by the City [Administrator/Manager](#) or [Department Head/Director](#).

6. Circumstances for Controlled Substance/Alcohol Testing

The City's goals in implementing this policy are to be reached by: (1) pre-employment testing for ~~safety-sensitive positions~~; (2) post-accident testing; (3) reasonable suspicion testing; and (4) any other departmental testing policies which may be more restrictive than those outlined in this section.

a. Pre-Employment Testing

Prior to final acceptance for hiring, all regular employees (not temporary) ~~in designated safety-sensitive positions~~, shall undergo testing for controlled substances. No such employee shall be approved for hiring until their ~~his/her~~ pre-employment test results indicate the absence of controlled substances.

Nothing contained in this policy creates a City obligation with respect to referral, evaluation or rehabilitation of applicants concerning alcohol misuse or controlled substance use who refuse a pre-employment test, or who demonstrate a pre-employment positive controlled substance test.

b. Post Accident

Any employee involved in an on-duty traffic accident while operating a City vehicle or piece of equipment shall immediately notify their ~~his/her~~ supervisor, [Department Head/Director](#) or City [Administrator/Manager](#) of said accident. Said employee shall be required by their ~~his or her~~ supervisor or other City official to undergo controlled substance and/or alcohol testing as soon as practicable following the accident.

The City may accept the results of a breath or blood test for the use of alcohol or a urine test for the use of a controlled substance which is conducted by Federal, State or local officials having independent authority to conduct the test. In the event that such test(s) are not deemed acceptable by the supervisor or official of the City charged with the responsibility to make such determination, alternative testing shall be arranged by the supervisor or official.

An employee subject to post-accident testing must remain available and must refrain from consuming alcohol for eight hours following the accident, or until ~~he/she~~they submits to the test, whichever comes first.

If a required post-accident alcohol test is not administered within two (2) hours following an accident, a record shall be prepared stating the reasons for delay by the supervisor or City official charged with that responsibility. If the test is not administered within eight (8) hours, the supervisor or City official shall cease attempts to administer the test and shall prepare and maintain the same record.

If a required post-accident controlled substance test is not administered within thirty-two (32) hours following an accident, attempts to administer a test will be abandoned and the reasons for the delay in testing documented by the supervisor or City official charged with that responsibility.

Copies of the records required by this subsection concerning post-accident testing shall be supplied by the supervisor or official to the Human Resources Director as soon as possible.

c. Reasonable Suspicion

The City has the right to refer employees for medical evaluation in order to determine their fitness to work when reasonable suspicion exists to believe that employees are using controlled substances on the job or are under the influence of controlled substances or alcohol. This medical evaluation may include a controlled substance and/or alcohol test when determined appropriate by the ~~Department Head~~Director.

A determination of such reasonable suspicion will be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee, or indications of the chronic and withdrawal effects of a controlled substance.

Such observations may be made during, just preceding, or just after the period of the work day that the employee is scheduled to perform ~~their his/her~~ job functions.

Reasonable suspicion justifying disciplinary action and/or referral of an employee for a fitness of duty examination consists of specific and well-documented observations of:

- (1) Direct observation of controlled substance or alcohol use by the employee.
- (2) The presence of physical symptoms consistent with controlled substance or alcohol use; i.e. glassy or bloodshot eyes, alcohol odor, slurred speech, and poor coordination and/or reflexes;

- (3) An employee's impaired job performance or abnormal or erratic behavior by the employee;
- (4) Involvement by the employee in a work-related accident where a reasonable suspicion of controlled substance or alcohol use by the employee exists; or
- (5) Other evidence of an employee's on-the-job impairment by controlled substances or alcohol, including information concerning recent controlled substance or alcohol use by the employee, provided by reliable and credible sources.

Supervisors are required to detail, in writing, the specific facts, symptoms, and/or observations, as well as any corroboration, which formed the basis for their determination that reasonable suspicion existed. This documentation is to be immediately forwarded to the supervisor's ~~Department Head~~Director or designee.

The facts underlying the determination of reasonable suspicion should be disclosed by the supervisor to the employee at the time and demand for testing is made.

An employee, about whom reasonable suspicion exists, may be placed on a non-disciplinary, paid leave of absence for up to forty-eight (48) hours by a supervisor pending receipt of alcohol and/or controlled substance test results. A further leave of absence may be authorized by the City ~~Administrator~~Manager.

If an alcohol test is not administered within two (2) hours of the observation, the supervisor or ~~Department Head~~Director shall prepare and maintain on file a record stating the reasons the test was not promptly administered. If not administered within eight (8) hours of the observation, attempts to administer the test shall be abandoned and the supervisor or ~~Department Head~~Director shall promptly prepare a record stating the reasons the test was not administered.

Copies of the records required by this paragraph shall be supplied by the supervisor or official making the determination to the Human Resources Officer within 24 hours of the observed behavior or before the results of the controlled substance test are released, whichever is earlier.

7. Refusal to Submit

When reasonable suspicion exists to refer an employee for a medical evaluation, and the~~An~~ employee ~~who~~ refuses to submit to ~~asaid~~ medical evaluation to determine if said employee is under the influence of controlled substances and/or alcohol, the employee shall be subject to disciplinary action which may include discharge.

8. Controlled Substance and Alcohol Testing Methodology

Examinations, testing for controlled substances, and test sample verification shall be performed by ~~medical~~ personnel selected by the City.

The City will pay the costs of all initial tests, which it requires. The cost of any follow-up testing following a positive controlled substance or alcohol test will be at the employee's expense.

Alcohol Testing: The test specimen will consist of breath blown into an intoximeter or similar collection device, urinalysis, or blood.

Controlled Substance Testing: The test specimen will consist of split-sample urine. In the event that an individual to be tested for a controlled substance appears unable to provide a urine specimen at the time of the test, he/she shall be permitted no more than eight (8) hours to give a specimen, during which time the individual will remain in the testing area, under observation.

If the employee is found to have a lower rate of alcohol content than allowed, or a negative controlled substance test, he/she will be paid his/her normal rate of pay during the testing and waiting period. If the tests are positive for controlled substance, or beyond ~~the~~ .05 BAC level of alcohol, the employee shall not be paid, and will be placed on leave without pay status until allowed to return to duty.

Failure to submit a specimen, as outlined above, shall be considered a refusal to submit a controlled substance and/or alcohol test.

Whenever there is reason to believe that a specimen may have been altered or a substitution made, a second specimen shall be immediately provided by the employee.

The Human Resources ~~Officer-Director~~ shall be notified when an employee needs to be tested. The Human Resources ~~Officer-Director~~ or his/her designee will notify the employee and his/her supervisor or Department Head~~Director~~ before tests are taken.

If it is determined that a controlled substance or alcohol test is required, the employee shall sign a consent form allowing the test to take ~~place, and~~ place and permitting release of test results to the Human Resources- Director ~~Officer~~. Refusal to sign the form shall be considered refusal to submit to an alcohol and/or controlled substance test.

Test results shall be provided to the Human Resources Director. The Medical Review Officer, who is responsible for receiving laboratory results, and who is a licensed physician with knowledge of substance abuse disorders, will interpret and evaluate all positive test results and send his/her report together with an individual's medical history and any other relevant biomedical information to the Human Resources Officer. The Human Resources ~~Officer-Director~~ shall then provide the information to the employee's supervisor and other

supervisors or managers who need to know. The information will be kept in a confidential medical file separate from the employee's personnel file.

9. Action Upon Discovery of Violation

Upon the first confirmed conduct prohibited by this ~~policy~~chapter, the employee shall be referred to the Employee Assistance Program as described in Section X(F) of this Manual for evaluation and referral. ~~The Department Head~~Director ~~(upon concurrence of the City Administrator);~~The Department Head~~Director~~Director ~~(upon concurrence of the City Manager)~~ has the right to suspend the employee without pay immediately from ~~his/her~~their position; and at the discretion of the City ~~Administrator~~Manager, ~~he/she~~they may be returned to duty in that position if it is determined that such return would not endanger the safety and security of others.

If there is evidence of controlled substance use on the job, or if subsequent testing yields a positive indicator for the presence of controlled substances or alcohol at any time thereafter, the employee shall be disciplined or discharged according to Section X of the Human Resources Policies and Procedures Manual.

10. Self-Referral

The City encourages~~ed~~ and supports employees taking responsibility for the early identification and correction of their substance abuse problems. Voluntary admission of the problem through the Employee Assistance Program is encouraged.

11. Rehabilitation

- a. If a decision is made to allow an employee the option of seeking rehabilitation, attendance and successful completion of the course for rehabilitation will be mandatory. Each employee shall be evaluated by a substance abuse professional (SAP) to determine that the employee has properly followed the rehabilitation program prescribed. This information shall be forwarded to the Human Resources ~~Officer~~Director by the SAP.
- b. Upon returning to work, the employee will be required to submit to unannounced controlled substance and alcohol screening for a period of six (6) months. The number and frequency of such follow-up shall be as directed by the substance abuse professional. The cost of these controlled substance screenings shall be borne by the employee.

7.

12. Employee Conviction of Violation

Under the provisions of the Drug Free Workplace Act of 1988, any employee convicted of any criminal drug statute for a violation occurring in the workplace must notify the City of

such conviction within five days of the conviction. Such employee shall be subject to disciplinary action, up to and including termination.

13. Confidentiality and Records Retention

The release of information regarding controlled substance/alcohol abuse will be handled in accordance with City procedures on release of medical information and will not be a part of the employee's personnel files. These records shall be kept in the office of the Human Resources ~~Officer~~Director.

14. Prior Notice of Policy

The City shall provide each employee with written notice of this policy prior to its implementation.

All employees shall sign a notice of acknowledgement, verifying receipt of and willingness to abide by the Drug-Free Workplace Policy Amendment to the City of Douglas Human Resources Policies and Procedures Manual.

~~DD.CC.~~ DRUG AND ALCOHOL POLICY FOR CITY EMPLOYEES WHO ARE REQUIRED TO HAVE A COMMERCIAL DRIVER'S LICENSE AND EMPLOYEES IN SAFETY SENSITIVE POSITIONS.

1. Notice, Implementation Date and Sources for Information

Notice is given that the policy is effective as of January 1, 1996. The tests administered under this policy are required by the Omnibus Transportation Employee Testing Act of 1991 and related Federal Regulation. (49 CFR part 382, 49 CFR & 382.601)

Questions related to this policy may be directed to the Human Resources ~~Officer~~Director.

2. Purpose

The purpose of this policy is to help prevent accidents and injuries resulting from the misuse of alcohol and/or use of a controlled substance by Commercial Driver's License (CDL) drivers and employees in safety sensitive positions.

3. Applicability

This policy applies to all City employees who are required by their job description to have a Commercial Drivers License (CDL) and in safety sensitive positions. These employees are referred to as "drivers".

This policy addressed a driver's ability to report or stay on the job if he or she possesses alcohol or has consumed alcohol or a controlled substance. The policy is not intended to replace other policies or rules of the City relating to alcohol and/or controlled substance and supplements the City's Use of Alcohol and Controlled Substance Policy found in Section VII(N) of this Manual.

4. Definitions

The following definitions have been taken from 49 CFR & 382.107 and 390.5 and 49 CFR part 40. It is the City's intent that its policy conform to those definitions as the same are amended from time to time. In the case of a conflict between the policy and the regulations as a result of an amendment to the regulations, the definitions in the regulations are to control and supersede those set forth in this policy.

- a. Commercial motor vehicle (CMV) includes any motor vehicle or combination of motor vehicles used to transport passengers or property if the vehicle has:
 - (1) A gross combination weight rating of 26,001 or more pounds, including a towed unit with a gross vehicle weight rating of more than 10,000 pounds; or
 - (2) A gross vehicle weight rating of more than 10,000 pounds; or
 - (3) Is designed to transport 16 or more passengers, including the driver; or
 - (4) Is of any size and is used to transport materials that are hazardous for the purpose of the Hazardous Materials Transportation Act and that require the motor vehicle to be placarded under the Hazardous Materials Regulations.
- b. Driver means any employee who is required, by his/her job description, to have a Commercial Drivers License (CDL) or a safety sensitive position.
- c. Safety-Sensitive Function means any of the following on-duty functions of a driver: (i) waiting to be dispatched; (ii) inspecting, servicing, or conditioning any CMV; (iii) at the controls of a CMV which is in operation; (iv) being in or on a CMV; (v) loading or supervising the loading or unloading of a CMV, assisting, attending a vehicle being loaded or unloaded, remaining in readiness to operate a CMV, or giving or receiving receipts for shipments loaded or unloaded.

5. Prohibited Conduct

a. Alcohol Possession

Drivers are prohibited from possessing alcohol products while driving or operating a CMV. This means that a driver may not possess alcohol in any form, including but not limited to medication, food, or other alcohol-containing products, in or on the CMV.

b. Use of Alcohol

No driver shall use alcohol while performing a safety-sensitive function or perform a safety-sensitive function within four (4) hours after using alcohol.

c. Alcohol Concentration

A driver shall not report for duty or remain on duty in a safety-sensitive position with an alcohol concentration of 0.02 BAC or greater. If a driver's alcohol concentration is 0.02 BAC or greater but less than 0.04 BAC, the driver shall not perform any safety-sensitive function until: (i) the next regularly scheduled duty period, provided at least ~~twenty-four~~twenty-four (24) hours have elapsed; or (ii) a retest shows the alcohol concentration in the driver's system has fallen below 0.02 BAC. This prohibition applies regardless of when the alcohol was ingested and regardless of whether or not the driver is "under the influence" of alcohol as that phrase is defined in Federal, State or City law.

If a driver has an alcohol concentration of 0.04 or greater, the driver cannot return to a safety-sensitive function until: (i) the driver is evaluated by a substance abuse professional; (ii) the driver is treated, if required by a substance abuse professional; and (iii) a retest of the driver shows a result below 0.02 BAC.

d. Controlled Substance Use

A driver shall not report for duty or perform a safety-sensitive function if the driver has a controlled substance in his or her system and/or tests positive for a controlled substance, except when the use is pursuant to the instructions of a physician who has advised the driver in writing that the substance does not adversely affect the driver's ability to safely operate a CMV.

6. Test Required

Federal law provides that its announced goals are to be reached by: (1) pre-employment or pre-duty testing; (2) post-accident testing; (3) random testing; (4) reasonable suspicion testing; (5) return-to-duty testing; and (6) follow-up testing.

a. Pre-employment and Pre-duty Testing

- (1) Prior to the first time a driver performs safety-sensitive functions for the City, (new hire or promotion to position which requires a CDL), the driver must undergo testing for controlled substances. No driver shall perform any safety-sensitive functions unless the driver's test results indicate the absence of controlled substances.
- (2) A pre-employment test is not required if the driver has undergone a DOT required controlled substance test within the previous 6 months or participated in a random drug testing program for the previous 12 months; and must have no violations of any DOT controlled substance use rule in the previous 6 months.

b. Post-Accident Testing

Drivers shall be tested for alcohol and/or controlled substances under the conditions specified in Section VII(N)(6) of this Manual.

c. Random Testing

~~(1)~~ (1) Random testing is defined for drivers such as police officers, CDL drivers, and potentially those that operate heavy equipment as part of their day-to-day work duties

~~(4)~~(2) Random alcohol testing shall be administered at a minimum annual rate of ten percent (10%) of the average number of City driver positions. (Revised 7-27-09)

~~(2)~~(3) Random controlled substance testing shall be administered at a minimum annual rate of fifty percent (50%) of the average number of City driver positions.

~~(3)~~(4) Drivers will be placed in a random pool by name and social security number. The random method will be scientifically valid and will result in each driver having an equal chance of being tested each time a selection is made.

~~(4)~~(5) Tests will be unannounced and spread throughout the calendar year.

~~(5)~~(6) Upon notification of selection by Human Resources Officer or designee, drivers are to proceed to the test site immediately, but no later than two hours from notification.

d. Reasonable Suspicion Testing

(1) A driver will be required to submit to an alcohol or controlled substance test when the supervisor or City official has reasonable suspicion to believe the driver has violated the prohibitions of this policy.

(2) Procedures for reasonable suspicion testing shall be as described in Section VII(N)(6)(c) of this Manual.

e. Return-to-duty Testing

- (1) Before returning to duty after violating the conditions of this policy, each driver shall undergo a return-to-duty alcohol test, the result of which shall indicate an alcohol concentration of less than 0.02 BAC and/or undergo a return-to-duty controlled substance test, the result of which shall indicate a verified negative result for prohibited controlled substance use.
- (2) The driver must also be evaluated by a substance abuse professional and participate in any assistance program prescribed.

f. Follow-up Testing

If the driver returns to duty following treatment, the driver shall be subjected to unannounced follow-up alcohol and/or controlled substance testing. The number and frequency of such follow-up testing shall be as directed by a substance abuse professional, and consist of at least six (6) tests in the first twelve (12) months following the driver's return to duty. Follow-up testing will not exceed sixty (60) months from the date of the driver's return to duty. The cost of these follow-up controlled substance screenings shall be borne by the employee.

7. Consequences of Policy Violation

Nothing contained in this policy shall preclude the City from taking disciplinary action, including termination of employment, against the employee violating the terms or requirements of this policy or any other City policy relating to the use of a controlled substance or alcohol. Any such disciplinary action may be imposed in addition to the consequences expressed in this policy. In addition to all other sanctions, any driver, supervisor or City official who violates this policy is subject to the penalty provisions of 49 U.S.C. 521 (b).

a. Minimum Consequences – Alcohol

- (1) Following a determination that a driver has violated the alcohol prohibitions expressed in this policy, the driver will not be permitted to perform any safety-sensitive function for a minimum of 24 hours or until a retest shows that the employee's alcohol concentration has dropped below 0.02 BAC.
- (2) If the driver has a test result of 0.04 BAC or greater, the driver will be removed from, and will not be returned to, all safety-sensitive functions until: (a) the driver undergoes evaluation, and where necessary, rehabilitation; (b) a substance abuse professional determines that the driver has successfully complied with any required rehabilitation; and (c) the driver undergoes a return-to-duty test with a result of less than 0.02 BAC.

b. Minimum Consequences – Controlled Substance

Following a determination that a driver has violated the controlled substance prohibitions expressed in this policy no driver shall perform any safety-sensitive function until: (i) the driver undergoes evaluation, and where necessary rehabilitation; (ii) a substance abuse professional determines that the employee has successfully complied with any required rehabilitation; and (iii) the driver takes a return-to-duty test with a verified negative test result.

8. Record Keeping Requirements

The City is required by Federal Law to maintain confidential records of its controlled substance program in a secure location with controlled access. These records shall be kept in the office of the Human Resources ~~Officer~~Director.

9. Reassignment of Duties

A driver who is prohibited from performing safety-sensitive functions may be assigned to perform one or more non-safety sensitive functions for a reasonable period or until such time as the driver complies with the requirements for returning to his or her normal duties. Nothing in this policy is intended to create the impression that the City has an obligation to create a position in order to allow an alternative assignment.

10. Testing Methodology

Testing procedures will comply with 49 CFR & 382.105 and 49 CFR part ~~40, and~~40 and shall be as outlined in Section VII(N)(8) of this Manual.

~~EE. RANDOM DRUG AND ALCOHOL TESTING FOR ALL NON-COMMERCIAL DRIVER'S LICENSE CITY EMPLOYEES~~

~~The critical mission of all City employees establishes a compelling need to maintain a drug-free work environment. Employees who engage in unauthorized use of drugs and controlled substances risk their safety, and that of their fellow employees and the community they serve, and undermine the integrity of the City. Therefore, it is the policy of the City to maintain a drug-free workplace in part through the use of random employee drug testing. Note: This policy pertains to all employees of the City of Douglas who are not covered under Section O of this policy.~~

~~(1) Random drug testing shall be administered at a minimum annual rate of twenty five percent (25%) the average number of City employee positions budgeted in the current fiscal year. (Revised 7-27-09)~~

~~(2) Random alcohol testing shall be administered at a minimum annual rate of ten percent (10%) of the average number of City employee positions. (Revised 7-27-09)~~

~~(3) City employees will be placed in a random pool by name and social security number. The random method will be scientifically valid and will result in each employee having an equal chance of being tested each time a selection is made.~~

~~(4) Tests will be unannounced and spread throughout the calendar year.~~

~~(5) Upon notification of selection by the Human Resources Officer or designee, City employees are to proceed to the test site immediately, but no later than two hours from notification~~

(Revised 4-23-12)

~~FF.DD.~~ SAFETY

The health and safety of employees and others on City of Douglas property are of critical concern to the City of Douglas. The City of Douglas intends to comply with all health and safety laws applicable to our business entity. To this end, we must rely upon employees to ensure that work areas are kept safe and free of hazardous conditions. Employees are required to be conscientious about workplace safety, including proper operating methods, and recognize dangerous conditions or hazards. Any unsafe conditions or potential hazards should be reported to management immediately, even if the problem appears to be corrected. Any suspicion of a concealed danger present on the City of Douglas's premises, or in a product, facility, piece of equipment, process or business practice for which the City of Douglas is responsible should be brought to the attention of management immediately.

Periodically, the City of Douglas may issue rules and guidelines governing workplace safety and health. The City of Douglas may also issue rules and guidelines regarding the handling and disposal of hazardous substances and waste. All employees should familiarize themselves with these rules and guidelines, as strict compliance will be expected.

Any workplace injury, accident, or illness must be reported to the employee's supervisor as soon as possible, regardless of the severity of the injury or accident.

Added 05/10/2021

~~GG.EE.~~ CONFIDENTIAL INFORMATION

Employees from time to time will be exposed to information, data, criminal files, personnel files, accounting information and the like which is not generally available for public scrutiny. This privileged information is not to be divulged except on the direct authorization of the City ~~Administrator/Manager~~ or his designate. Employees in particularly sensitive positions, including but not restricted to Police and Finance Department positions, shall be required to sign a non-disclosure agreement at the time of initial hiring requiring said employee to treat as confidential any information so designated by the employee's ~~Department Head/Director/Director~~, the City ~~Administrator/Manager~~, or legal precedent.

FF. ELECTRONIC COMMUNICATION AND OFFICE EQUIPMENT

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The City of Douglas's communication and computer systems are intended primarily for business purposes; however limited personal usage is permitted if it does not hinder performance of job duties or violate any other City of Douglas policy. This includes the voice-mail, e-mail, and Internet systems. Users have no legitimate expectation of privacy ~~in regard to~~ regarding their use of City of Douglas systems.

The City of Douglas may access the voice mail and e-mail systems and obtain the communications within the systems, including past voice mail and e-mail messages, without notice to users of the system, in the ordinary course of business when the City of Douglas deems it appropriate to do so. The reasons for which the City of Douglas may obtain such access ~~include, but~~ include but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that the City of Douglas operations continue appropriately during the employee's absence.

Further, the City of Douglas may review Internet usage to ensure that such use with the City of Douglas property, or communications sent via the Internet with the City of Douglas property, are appropriate. The reasons for which the City of Douglas may review employees' use of the Internet with the City of Douglas property ~~include, but~~ include but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that City of Douglas operations continue appropriately during the employee's absence.

The City of Douglas may store electronic communications for a period of time after the communication is created. From time to time, copies of communications may be deleted.

The City of Douglas's policies prohibiting harassment, in their entirety, apply to the use of the City of Douglas's communication and computer systems. No one may use any communication or computer system in a manner that may be construed by others as harassing or offensive based on race, national origin, sex, sexual orientation, age, disability, religious beliefs, or any other characteristic protected by federal, state, or local law. Employees are expected to abide by the City's Code of Conduct policy when communicating electronically.

Further, since the City of Douglas's communication and computer systems are intended for business use, all employees, upon request, must inform management of any private access codes or passwords. Unauthorized duplication of copyrighted computer software violates the law and is strictly prohibited.

No employee may access, or attempt to obtain access to, another employee's computer systems without appropriate authorization.

Violators of this policy may be subject to disciplinary action, up to and including discharge.

II.GG. PETS AT WORK

~~Employees are not allowed to bring pets to the workplace. Pursuant to the Americans with Disabilities Act (ADA) for Title II (State and local government services), service animals that meet the criteria described herein are permitted in the workplace. A service animal is defined as a dog that is individually trained to do work or perform tasks for people with disabilities. Examples of such work or tasks include guiding people who are blind, alerting people who are deaf, pulling a wheelchair, alerting and protecting a person who is having a seizure, reminding a person with mental illness to take prescribed medications, calming a person with Post Traumatic Stress Disorder (PTSD) during an anxiety attack, or performing other duties. Service animals are working animals, not pets. The work or task a dog has been trained to provide must be directly related to the person's disability. Any employee requiring the use of a service dog must notify Human Resources regarding their accommodation and enter into the appropriate ADA interactive process. Dogs whose sole function is to provide comfort or emotional support do not qualify as service animals under ADA. Service animals must be licensed in accordance with City regulations. Under the ADA, service animals must be harnessed, leashed, or tethered, unless these devices interfere with the service animal's work or the individual's disability prevents using these devices. In that case, the individual must maintain control of the animal through voice, signal, or other effective controls.~~

~~The owner is responsible for appropriate waste clean-up and overall cleanliness of the service animal. The service animal owner is responsible for the appropriate management of his or her animal in all City facilities. Disruptive and/or aggressive behavior on the part of the animal may result in the owner being asked to remove the service animal from City facilities.~~

~~Except for reasonable accommodations for service or emotional support animals required to comply with the Americans with Disabilities Act, in order to respect employees and members of the public that may have animal allergies, pets and personal animals are prohibited in City facilities, vehicles, and equipment with the exception of housing units where pets are allowed, Police service animals, horses for mounted patrol (in City owned trailer), case-by-case permission granted by a Department Director and approved by the City Manager or their designee, or very occasionally on a single day occurrence when an employee may have a vet appointment for their pet. Permission for case-by-case situations and occasional single-day occurrences may be rescinded by the City Manager to protect the health, safety, and welfare of employees and members of the public, for consistency in policy application, and to maintain professionalism in offices frequented by members of the public.~~

HH. REMOTE WORK

Certain job descriptions, work tasks, or essential functions in the City may be able to be conducted remotely on a regular basis, a temporary basis, a project-by-project basis, or to attend meetings. Remote work authorization is not granted for positions with tasks that

are unable to be performed remotely. Authorization for remote work, other than one or two days very occasionally ~~that~~ may be approved by the City Manager.

Due to operational needs or for health reasons, the City may mandate remote work on a temporary basis. Remote work authorizations are temporary and may be rescinded by the City Manager.

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VIII. EMPLOYEE DEVELOPMENT

~~JJ.~~II. TRAINING POLICY

The City of Douglas regards the training of its human resources as a vital factor in the successful accomplishment of its objectives. There is a direct and compelling relationship between training and job task proficiency. Training is intended to increase the proficiency, knowledge, skills and abilities of employees through in-service training programs and outside education opportunities. Positive action will be taken to assure that equal opportunity to participate in training and development programs will be provided without regard to sex, race, age, color, disability, religion, national origin or other non-merit considerations. Employees are reminded that training opportunities provide a significant addition to their overall benefit package.

~~KK.~~JJ. TRAINING TIME

1. Required in-service training courses will be given on City time. The training which is required for the performance of an employee's job duties shall be arranged as much as possible during regularly scheduled work hours. A ~~Department Head~~Director may change normal work hours to accommodate the training schedule.
2. If an employee receives the prior approval of ~~their~~ his/her ~~Department Head~~Director to attend a convention, training program, seminar, institute, or similar program aimed at enhancing the employee's skills on the job, the City shall reimburse the employee for the cost incurred, including registration fees, transportation expenses, meals and lodging. Attendance at approved training sessions outside of regularly scheduled working hours is compensable time. Free time during training sessions is not compensable.

~~LL.~~KK. TRAVEL TIME

1. If the employee must travel out-of-town to attend a required training session, all the time spent traveling is compensable time if the trip does not require an overnight stay.
2. If the employee's out-of-town assignment requires an overnight stay, time spent traveling to the other city is counted as hours worked only to the extent that it coincides with the employee's regular workday. Travel that occurs during hours of the day in which the employee normally works is counted as work time, even if it falls on a day that is normally a non-working day for the employee. If, however, the travel occurs during hours that are outside the employee's regular workday, such time is not counted as hours worked.

~~MM.~~EDUCATIONAL ASSISTANCE PROGRAMS

- ~~1. Employees are encouraged to pursue educational courses which are designed to enhance the employee's knowledge and skills on the job. Department Head~~Directors~~ are encouraged to offer training and educational opportunities as a reward for exceptional job performance. If budgeted and approved in writing by the Department Head~~Director~~, the City will pay the cost of course~~

tuition, books, fees and similar costs. If the employee must travel out of town to attend the course, the City Administrator may authorize payment of travel costs, including reasonable transportation, board and lodging expenses.

- ~~2. Failure of the employee to complete the course with a passing grade will result in the employee reimbursing the City for tuition, book and fees costs.~~
- ~~3. Academic course work not budgeted or approved by the Department Head Director will be pursued on the employee's own time at his/her own expense. When an employee chooses course work which is not available during non-working hours, the employee may be granted a leave of absence from work, without pay, at the discretion of the Department Head Director and City Administrator.~~

NN.LL. RECOGNITION OF TRAINING

Completion of special training programs on an employee's own time and/or at their ~~his/her~~ own expense shall be a factor to be considered in granting merit increases and in making promotions. City employees are encouraged to develop and further their job skills and personal potential by participating in programs geared to their needs.

OO.MM. IN-HOUSE VS. OUT-OF-TOWN TRAINING

It is felt that attendance at training seminars, conferences or schools is essential to maintain a high level of proficiency and professionalism among City Personnel. Emphasis shall be given to in-house training from local available sources or from films and other presentations. Out-of-town training for employees must be justified and a demonstrated need outlined before such training will be authorized.

PP.NN. TRAINING PRIORITIES

In considering training opportunities given limited budgetary resources, mandatory training will take precedence over elective training and training directly related to an employee's current job duties will take precedence over those not directly tied to their ~~his/her~~ job description.

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IX. LEAVE POLICY

~~QQ.00.~~ HOLIDAYS

1. All regular employees, except those responsible for emergency operations, including regular part-time employees, to the extent of their regular working hours, shall be granted, with pay, the following ten (10) holidays:

New Year's Day (January 1st)
President's Day (The 3rd Monday in February)
Memorial Day (Last Monday in May)
Independence Day (July 4th)
 Observed on Friday when falls on Saturday
 Observed on Monday when falls on Sunday
Labor Day (1st Monday in September)
Veteran's Day (November 11)
 Observed on Friday when falls on Saturday
 Observed on Monday when falls on Sunday
Thanksgiving Day (Last Thursday in November)
Friday after Thanksgiving
Christmas Eve (December 24th)
 Observed on Friday when falls on Saturday
 Observed on Tuesday when falls on Sunday
Christmas Day (December 25th)
 Observed on Monday when falls on Saturday
 Observed on Monday when falls on Sunday
Any other special holidays as designated by the City Council.

Law Enforcement personnel shall work holidays when scheduled. They shall receive overtime pay for holidays worked. ~~(Res. 1471, 8-27-07)~~

2. When a holiday falls during employee vacation or sick leave, the day of the holiday shall not be charged against annual or sick leave.

~~RR.PP.~~ ANNUAL LEAVE (VACATION)

1. Regular employees shall accrue paid annual leave on the following basis of continuous service:
 - a. Full-time non-uniformed Personnel:

<u>Years of Service</u>	<u>Amount of Vacation Time (per year)</u>
<u>0-4 years</u>	<u>12 days (96 hours)</u>

<u>5-9 years</u>	<u>15 days (120 hours)</u>
<u>10+ years</u>	<u>Additional 8 hours per year of service, up to 30 days (240 hours)</u>

~~(1)~~ From Date of Hire through 4 years of service.....12 days
(96 hours) per year.

~~(2)~~ From 5 through 9 years of service.....15 days
(120 hours) per year.

~~(3)~~ From 10 years and up.....add 8 hours
for each additional year of service up to a minimum of 30 days (240) hours per year. (Res.
1379, 10-23-06)

b. Full-time Law Enforcement Personnel:

The above schedule, plus additional vacation hours in lieu of holidays at a rate of 3.08 hours per pay period.

c. Regular part-time employees working at least twenty (20) hours per week shall earn annual leave at an equivalent rate proportionate to the budgeted annual hours. (Res.
1471, 8-27-07, Amended per Council Action 10-8-12)

~~2. Annual leave benefits are intended to provide eligible employees with a period of rest and relaxation. Employees are encouraged to use vested vacations benefits every year.
Employees who do not use their vacation hours in a calendar year may carry over their time and continue to accrue time off up to:
Maximum permissible accruals are as follows:~~

Non-Uniformed Personnel 320 Hours

Law Enforcement Personnel 352 Hours

All annual leave ~~accumulated in excess of which exceeds~~ the allowable maximum shall be forfeited, ~~except to the extent that the employee may have been denied the opportunity to take such annual leave by the employee's supervisor.~~

Annual leave shall not be accrued during leave without pay periods that exceed (10) calendar days.

~~3.2.~~ Probationary, new hire employees shall be eligible to take accrued annual leave upon completion of three ~~six~~ (36) months of service. The employee shall be entitled to take annual leave computed from the original date of employment. (Amended per Council Action 10-8-12)

3. ~~Department Head~~Directors shall attempt to schedule vacations at the time desired by employees. However, the scheduling of vacations shall rest with the ~~Department Head~~Director and/or City ~~Administrator~~Manager in accordance with departmental operations and policies of this Manual.

~~II.a.~~ Employees should submit their requests for vacations in writing or using the online form t-to their supervisors, as early as possible. at least two weeks prior to the scheduled leave time, when possible.

4. In order to minimize interruption of daily work processes, ~~Department Head~~Director may require that employees take annual leave in half or full day increments only.

5. Continuous employment is required for the prescribed leave allowances in the above schedules. Paid leave shall be counted as continuous service.

a. Authorized leave without pay not to exceed ten (10) calendar days in a year shall be counted as continuous service.

~~III.b.~~ Military leave, disability and maternity leave do not constitute a break in service. However, employees on such leave shall not accrue accumulated vacation leave during leave without pay exceeding ten (10) days.

~~5-6.~~ Upon termination for whatever reason, accrued leave shall be paid to all regular employees based on rate of pay at termination. Probationary employees shall not be paid for accrued annual leave upon termination. Upon the death of an employee, an amount equal to the unused accrued annual leave shall be paid to the designated beneficiary of the deceased.

~~6-7.~~ No employee shall be permitted to waive annual leave for the purpose of receiving extra compensation.

~~SS-QQ.~~ SICK LEAVE

1. Purpose

Sick Leave may be used for the following purposes:

a. When employees are incapacitated by sickness, pregnancy, temporary disability or injury: (See FMLA leave).

b. For medical, dental or optical treatment or appointments.

4.

c. When there is a death in the employee's family (See Bereavement Leave).

d. When there is illness in the employee's immediate family (See FMLA leave).

~~b. When there is a death in the employee's family. (See Bereavement Leave provisions for death in immediate family.) Family constitutes spouse, parent, parental surrogate, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, step-parent, grandparent, child, step-child, grandchild, son-in-law, or daughter-in-law. Sick leave for a death in the employee's family shall not exceed five (5) days.~~

~~c. When there is an illness in the employee's immediate family (spouse, children, parents, parental surrogates, sister(s), brother(s), grandparents or grandchildren), making it necessary for the benefit of the immediate family for the employee to remain away from work.~~

2. Eligibility

~~To be eligible to use sick leave, an employee must have completed three (3) month's service.~~ All regular and ~~promotional~~ probationary employees are eligible to use sick leave to the extent of their accruals. Employees who have progressed from temporary status shall accrue sick leave from the beginning of the probationary period only.

3. Accrual

a. Regular, or probationary full-time employees (non-uniformed as well as law enforcement), ~~shall be~~ shall be granted paid sick leave in accordance with the following schedule:

◆ 8 hours per month, for a total of 96 hours per year, shall be accrued to the employee.

b. Regular part-time employees working at least twenty (20) hours per week shall receive the proportionate amount of sick leave accrual per month, ~~excluding the ICMA Retirement Health Savings contribution.~~ (Res. 1437, 06-11-07)

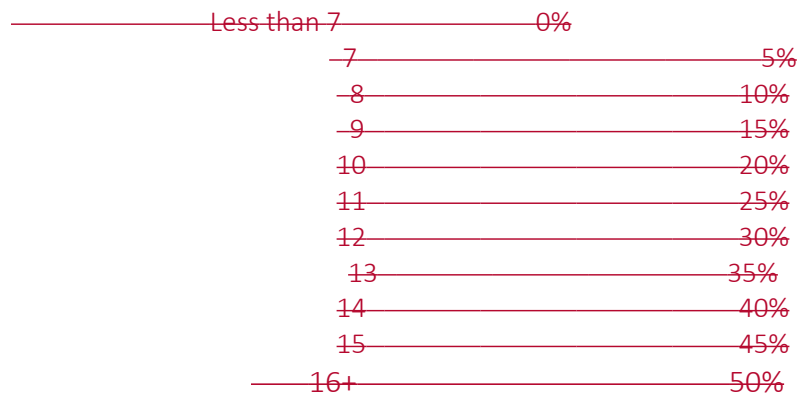
c. Sick leave shall not be accrued during periods of leave without pay that exceed ten (10) calendar days.

d. Termination/Retirement Purchase

Upon the retirement or voluntary termination of a sick leave eligible employee, the City shall buy back any remaining sick leave hours up to the ~~960-hour~~ 960-hour maximum accrual using the following formula:

Total unused accumulated sick leave hours multiplied by the employee's rate of pay at the date of separation, multiplied by the percentage in accordance with the table that follows:

TOTAL YEARS	PERCENT OF
OF SERVICE	CURRENT PAY



<u>Total Years of Service</u>	<u>Percent of Current Pay</u>
<u>Less than 7</u>	<u>0%</u>
<u>7</u>	<u>5%</u>
<u>8</u>	<u>10%</u>
<u>9</u>	<u>15%</u>
<u>10</u>	<u>20%</u>
<u>11</u>	<u>25%</u>
<u>12</u>	<u>30%</u>
<u>13</u>	<u>35%</u>
<u>14</u>	<u>40%</u>
<u>15</u>	<u>45%</u>
<u>16+</u>	<u>50%</u>

4. Carryover and Maximum Permissible Accrual

Any sick leave which has not been used during the course of a calendar year shall be carried over year to year.

3. Maximum Permissible Accrual

Maximum permissible accrual for all employees is 960 hours. All sick leave accumulated in excess of the allowable amount shall be forfeited. (Res.1437, — 6-11-07)

4.5. Procedures for Taking Sick Leave

a. Notify the employee's immediate supervisor or Department Head/Director before the shift begins or as early as possible. (Amended per Council Action 10-8-12)
~~FFF.~~

b. If patterns of sick leave usage indicate abuse, or an employee uses sick leave above the average for the City, Department Head/Directors have the authority to request that medical verification of absence be provided to Human Resources.

~~GGG.~~ After three (3) days absence due to sickness, medical verification and/or physician's release may be required by a supervisor and Human Resources before an employee is allowed to return to work.

c. If an employee has a chronic illness which causes him to be absent frequently, ~~he shall submit a written doctor's statement to that effect. The City Administrator may require the employee to undergo a medical examination to determine fitness for duty and need for reasonable accommodations to allow continued job performance. they may be required to participate in the interactive leave and/or accommodations process which may be found in the ADA request and FMLA sections of this Manual.~~

~~HHH.~~

5-6. Sick Leave Donation Program

Employees are allowed to donate Sick Leave to other City employees who have exhausted all accumulated sick leave, vacation and compensatory leave, and find themselves facing extensive surgery, temporary disability, or a major illness.

Employees requesting sick leave donations must have exhausted all sick and vacation hours. Additionally, they must have completed and submitted all appropriate paperwork associated with their leave either through FMLA, ADA or Worker's Compensation through Human Resources before they may be eligible for the Sick Leave Donation Program.

Any City employee who has accrued a minimum of 64 hours of sick leave may donate up to forty (40) hours to another employee upon authorization from the City Manager Administrator authorizing such donations.

In extreme instances of illness requiring Sick Leave for an employee who has exhausted all accumulated sick leave, vacation and/or compensatory leave, the City Manager reserves the right to grant sick leave to said employee, with approval from City Council. Prior to any grant, the required leave paperwork must be completed and submitted to Human Resources.

TT-RR. BEREAVEMENT LEAVE

- ~~1. An employee is entitled to three (3) days of Emergency Leave, upon notification to his/her Department Head~~Director~~, that there has been a death in the immediate family. The immediate family constitutes spouse, children, step children, parents, step parents, parental surrogates, sister(s), brother(s), grandparents or grandchildren. Employees may be granted up to 3 days of paid bereavement leave in the event of a death in their immediate family, including spouse, parent, step-parent, child, step-child sibling, grandparent, grandchild, domestic partner, or in law-equivalent. Additional leave or leave for non-immediate relationships may be approved at the discretion of the Human Resources Director based on the employee's needs.~~
- ~~2. An employee need only notify his/her Department Head~~Director ~~of the death and that he is leaving to attend the funeral of the immediate family member. Three (3) days Emergency Leave will be automatically granted. Additional leave for the purpose of attending the funeral shall be deducted as per Section (IX)(C)(1)(c) of this Manual.~~
- ~~3. Requests for leave to attend the funeral of cousins, aunts, uncles, grandparents in law, and others will be charged to annual leave, or leave without pay, unless they can be verified as a parental surrogate.~~

UU.SS. INJURY LEAVEWORKER'S COMPENSATION

1. Eligibility

All regular and probationary employees and non-elected officers of the City, ~~but~~ excluding temporary and seasonal employees, ~~shall~~ may be granted ~~injury-worker's compensation~~ leave with full pay. Such injury or incapacity must result from an accident within the scope of the employee's employment and render the employee totally incapable of performing any reasonable duties with the City. Injury leave will be granted only with a doctor's authorization.

2. Worker's Compensation Procedure

- a. To be eligible for ~~injury leave and subsequent~~ Worker's Compensation benefits, an employee is required to report any job-related injury to the immediate supervisor. If the immediate supervisor is unavailable, the injury shall be reported to the ~~Department~~ Head Director. The supervisor is responsible for completing the Employee's Statement for Worker's Compensation and the OSHA report of injury and filing these forms with ~~the City Administrator's Office~~ Human Resources within 72 hours of the occurrence.

The ~~City Administrator~~ Human Resources Director will file all applicable reports with the Division of Worker's Safety and Compensation. The employee and supervisor are to complete the City of Douglas Incident/Accident Report Form and file it with ~~the City Administrator's Office~~ Human Resources within 24 hours of the occurrence. ~~The City Administrator's Office~~ Human Resources will review the Incident/Accident Report Form and determine ~~whether or not~~ whether to refer the Incident to the ~~Risk Management~~ Safety Committee for further review.

- b. An injured employee who requires medical treatment must go to a medical facility which has been approved by ~~the City~~ Worker's Compensation. Injured employees must notify the hospital or clinic that the injury occurred on the job and complete an employee statement. Said employee must also present the attending physician with the OSHA required form indicating injury description and diagnosis to be completed by physician.
- c. In the event of a life endangering emergency, it is appropriate to call the ambulance service for emergency aid. Should the employee choose to go to the hospital, the employee is to report directly to the Emergency Room. If the initial treating physician advises further medical treatment by another doctor, or the employee requests to see another physician, a written referral must be made to the second doctor. Any other medical treatment not approved ~~beforehand in writing~~ through Worker's Compensation, may not be payable by Worker's Compensation. The cost of unauthorized medical charges will be paid by the employee.

- d. Penalties may be imposed by Worker's Compensation against the employee for the late reporting of an injury. ~~The employee will lose one (1) day of injury leave for each day late in reporting.~~

3. Duration of ~~Injury Leave~~Worker's Compensation leave Benefit

When an employee receives medical treatment immediately following a job-related injury, that employee will be considered on Injury Leave until the time the physician states the employee can return to duty. A ~~return-to-work~~return-to-work authorization from the attending physician must be presented to the injured employee's supervisor and Human Resources before the employee will be allowed to resume work. The City will retain the employee on an extended leave of absence for a work-related disability until one of the following situations occurs.

- a. The employee is released ~~on full or light duty to return to work with or without restrictions.~~
- b. The City receives medical evidence as documented under the Wyoming Worker's Compensation laws that the employee will be permanently unable to return to work. In the case of permanent disability, reasonable accommodation alternatives shall be explored to determine possible placement of employee to allow for continued employment.
- c. The employee ~~directly or indirectly~~ informs the City (by accepting others employment, moving out of town, etc.), that he/she does not intend to return to the City's employ. The employee must submit their intention in writing.
- d. At no time will an employee's injury benefit from the City exceed 120 working days. Injury leave benefits will be taken concurrently with any Family Medical Leave designation. If an employee's injury results in absence exceeding 120 working days, the employee must apply for long term disability benefits if applicable.
- ~~d.e.~~ If the employee's injury is work-related, they must take a Worker's Compensation leave, unless otherwise indicated by a medical physician, at which point the employee should submit the appropriate application for leave under FMLA or ADA.

4. Return to Work – Light Duty

A temporarily disabled employee shall return to limited duty, or revised duties and responsibilities, if such are available, and if the employee is determined by a physician to be physically and mentally able to return to limited duty. The employee may be ~~assigned~~ assigned any duties within any department of the City upon authorization of the City ~~Administrator~~Manager and as long as he/she continues to receive injury payments. The employee shall not engage in outside employment while on light duty assignment.

Employees who return to work with or without restrictions must submit their release with the instructions from their medical professional to Workers' Compensation and/or Human Resources prior to their intended return to work, to ensure that any assigned restrictions are appropriately accommodated.

5. Compensation While on Injury Leave

a. Status Pending Worker's Compensation Eligibility

In the event there is a possibility that the Division of Labor might rule that a particular accident was not job-related, and there would be no liability incurred by the State Insurance Fund, the employee will be carried on Sick Leave to the extent such leave has been accrued, then compensatory or annual leave until exhausted, and, finally leave without pay status. At no time will an employee's injury leave benefit from the City exceed 120 working days unless otherwise indicated through FMLA or ADA leave.

Where it has been determined, either by the City of Douglas ~~Risk Management~~Safety Committee, or by the Wyoming Division of Worker's Compensation and Safety, that an employee's injuries are work related, the City will pay the employee's full salary. At the time determination is made that the employee's injuries are work-related and no lost time wages are applied for, the employee will be credited with sick, compensatory, or annual leave used during the determination period.

b. When Lost Time Wages are Applied For

An employee off work for a period of time subject to lost time wages under Wyoming Worker's Compensation laws shall utilize sick, compensatory or annual leave to the extent lost time wages are not reimbursed to the City. Any Worker's Compensation benefit payments for lost time wages made to the employee will be turned over to the City at which time the appropriate credit to the employee's sick, compensatory or annual leave will be made. If the employee chooses to retain his/her Worker's Compensation payment, the City will not credit leave taken during such time.

c. Outside Employment

Any employee on light duty assignment shall not engage in outside employment.

6. Temporary or Seasonal Employees

If a temporary or seasonal employee is injured on the job, they ~~he/she~~ will receive Worker's Compensation benefits only.

1. Eligibility

All regular and probationary full-time employees of the City shall be eligible for disability ~~and maternity leave~~. Such leave is designated for injuries or incapacity resulting from non-job-related ~~accident~~accidents, illness, or surgery, ~~or for pregnancy or childbirth~~. The leave is intended to be used during disability and recuperation while employee is unable to perform job tasks. The duration of any disability ~~or maternity~~ leave shall not exceed 120 working days without the express authorization of the City ~~Administrator~~Manager and documentation provided by a medical professional.

2. Continued Employment During ~~Pregnancy~~, Disability

Any employee who becomes ~~pregnant~~disabled may continue working ~~during period of her pregnancy~~ so long as ~~her~~their health permits and so long as ~~she~~they can continue ~~her~~their employment in a satisfactory manner. ~~At any time during the pregnancy of an employee, the~~ ~~Department Head~~Director ~~may require said employee to provide a physician's report that she is physically capable to continue her job assignments in the City. The same may request that the employee be required to certify the physical capability of any employee injured or incapacitated by illness enter into the interactive process with Human Resources to certify their abilities to complete their job duties as assigned, with or without restrictions. If the employee requires accommodation, they may submit a written request through Human Resources and include documentation from their medical provider.~~

3. Return to Work Following, Disability, ~~Maternity Leave~~

Within six (6) weeks following the ~~birth of the child, surgery or~~ onset of disability, such employee who is then on disability ~~or maternity leave~~ shall give ~~the City~~ ~~Administrator~~Human Resources written notice of ~~his/her~~their intent to return to employment with the City within a reasonable time thereafter, but not exceeding 120 working days without express authorization of the City ~~Administrator~~Manager ~~or as directed a medical provider~~.

In the event said employee on disability ~~or maternity~~ leave is unable to return to work within a reasonable time following the ~~birth of the child, surgery or~~ onset of disability, the employee must submit to the City a physician's written report showing that ~~he/she is~~they are unable to return to work because of the ~~pregnancy or the~~ disability. The City ~~must~~may require such employee to be examined, at the City's expense, by a physician of the City's choosing, to determine whether said employee is physically fit to resume ~~his/her~~their employment with the City ~~and what reasonable accommodations can be made to allow employee's return with or without restrictions~~.

Failure of the employee to submit to a physical examination at the City's request shall automatically terminate the employee's disability ~~or maternity~~ leave rights and may be grounds for termination of the employment. Any employee on disability ~~or maternity~~ leave desiring to return to employment with the City shall be reinstated to his/her/their original job once medically cleared by a physician.

4. Leave Use While on ~~Maternity or~~ Disability Leave

An employee who is on disability leave or maternity leave should may first utilize accrued sick leave. The employee may then apply all or a portion of annual or compensatory leave, if employee so desires, to the period of disability ~~or maternity~~ leave. The employee will then be carried on leave without pay status. Unless otherwise expressly required by State or Federal law, an employee on leave without pay status in excess of thirty (30) days shall be responsible for payment of all group health and life insurance premiums ordinarily provided by the City, or said employee will be terminated from health and life insurance coverage.

~~Employees who wish to utilize the Family Leave Provisions, Section (G) of this Manual (below), which allows up to twelve weeks of unpaid leave to care for a newborn child, shall have any paid leave taken during this period applied to the total twelve week period. In other words, an employee may not utilize sick, annual and compensatory leave and an additional twelve weeks of unpaid leave. The total leave taken following the birth of the baby shall not exceed twelve weeks.~~

~~WW.UU.~~ FAMILY MEDICAL LEAVE OF ABSENCE (FMLA)

1. Basis for Leave

The Family and Medical Leave Act allows for "eligible" employees to take job-protected, unpaid leave, or to substitute appropriate paid leave if the employee has earned or accrued it, for up to a total of 12 work weeks in any 12 months.

An "eligible employee" is an employee who has been employed by the City for at least 12 ~~months, and months and~~ has been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of leave. The City must grant an eligible employee up to a total of 12 workweeks of unpaid leave during any 12-month period for one or more of the following reasons:

- a. for birth and care of a newborn child of the employee;
- b. for placement with the employee of a son or daughter for adoption or foster care;
- c. to care for a spouse, son, daughter, or parent with a serious health condition;
- d. to take medical leave when the employee is unable to work because of a serious health condition; or

- e. for qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on active duty or call to active duty status as a member of the National Guard or Reserves in support of a contingency operation.
- f. The City must grant an eligible employee who is a spouse, son, daughter, parent, or next of kin member of the Armed Forces, including a member of the National Guard or Reserves, with a serious injury or illness up to a total of 26 workweeks of unpaid leave during a "single 12-month period" to care for a service member.

2. Extent of Leave

~~The Family and Medical Leave Act of 1993 allows for "eligible" employees to take job-protected, unpaid leave, or to substitute appropriate paid leave if the employee has earned or accrued it, for up to a total of 12 work weeks in any 12 months.~~

Employees who wish to utilize the Family Medical Leave Provisions, ~~Section (G) of this Manual (above)~~, which allows up to twelve weeks of unpaid ~~leave to care for a newborn child, care of an employee's spouse, child or parent or for the employee's own serious health condition~~ leave for any of the above-mentioned reasons, shall have any paid leave taken concurrently during this period ~~applied to the total twelve week period~~. In other words, an employee may not utilize sick, annual and compensatory leave and an additional twelve weeks of unpaid leave. ~~The total leave taken following the birth of the baby shall not exceed twelve weeks.~~

3. Advance Notice and Medical Certification

- a. The employee must provide 30 days advance notice when the leave is "foreseeable."
- b. The employee shall be required to provide medical certification to support a request for leave because of a serious health condition.

~~b.c.~~ The employee must provide notice and medical certification to Human Resources.

4. Intermittent or Reduced Leave

- a. An employee may take intermittent leave or may work a reduced leave schedule to reduce the usual number of hours per day or work week.
- b. Intermittent or reduced leave schedules are subject to Department Head~~Director~~ approval unless medically necessary medical certification under FMLA. Employees must notify their Department Head~~Director~~ and Human Resources and may be required to provide medical certification.

5. Job and Benefit Protection

- a. Upon the employee's return, they ~~he/she~~ shall be reinstated to their ~~his/her~~ original job or a comparable position with equivalent pay, benefits and other employment terms.
- b. For the duration of an employee's family leave, the City will provide continuing group health and life insurance benefits under the conditions coverage would have been provided if the employee had continued working.
- c. The City may recover its share of insurance premiums paid for maintaining the employee's health coverage if the employee does not return to work for a reason other than the serious health condition of the employee or the employee's immediate family member, or another reason beyond the employee's control.
- d. Returning employees must provide documentation from their medical provider to the Human Resource Director, allowing them to return with or without restrictions.
- e. Vacation and sick time will not accrue while the employee is on any leave exceeding ten (10) days.

6. Extraordinary Leave

- a. In rare and exceptional cases, employees may face serious personal, family, or medical circumstances that extend beyond the protections or entitlements of existing leave policies, including the Family and Medical Leave Act (FMLA). When all other available leave has been exhausted, and where termination would otherwise be required under standard policy, with the recommendation of the Human Resources Director the City Manager may authorize an unpaid Extraordinary Leave of Absence.
- b. Extraordinary Leave may be granted for up to 12 workweeks beyond the expiration of all other accrued or protected leave. Requests for Extraordinary Leave must be submitted in writing to the ~~City Manager~~ Human Resources Director and must include appropriate documentation and justification. Factors considered in granting leave may include the nature and severity of the situation, operational needs, the employee's work history and tenure, and the likelihood and timing of return.
- c. Extraordinary Leave does not guarantee job protection or continuation of benefits, though the City Manager may authorize such accommodations at their discretion. Approval of one employee's request does not establish precedent for others. The purpose of this provision is to provide flexibility and compassion when circumstances warrant additional consideration and to prevent unnecessary separation of valued employees during periods of significant hardship.

Upon the employee's return, they ~~he/she~~ shall be reinstated to their ~~his/her~~ original job or a comparable

~~XX-VV.~~ ADMINISTRATIVE LEAVE

The City ~~Administrator-Manager~~ may grant special leave with pay to attend professional or technical conferences, meetings, schools, or to visit other cities to compare new methods relating to responsibilities in the employ of the City. The City ~~Administrator-Manager~~ may approve administrative leave for seminars and conferences held outside the area.

1. Granting of Leave

Administrative leave may be granted by the City ~~Administrator-Manager~~ to ~~Department Head~~Directors, administrative staff and any other employees for the purpose of attending seminars, conferences, or schooling. Request for such leave shall be submitted to the City ~~Administrator-Manager~~ at least one (1) week prior to the beginning of said school, seminar or conference. In addition, where shortages of personnel may be experienced due to the attendance of such functions, a satisfactory work schedule indicating adequate coverage of all shifts will be submitted.

2. Travel Expenses

Travel expenses for the attendance at such functions as conferences, seminars and schooling shall be based upon the least expensive method available. For example, where such conferences may be located in out-of-town or out-of-state areas, mileage or air fare and the least expensive route will be paid. In addition, expenses for meals and motels will be based on the least expensive mode of transportation.

Where it would be cheaper to send someone by air, their motel expenses and meals would be based upon the time of arrival to the time of departure for their air service. Where they are driving, the expenses incurred in travel shall be from the time of leaving Douglas to the time arriving in Douglas. At no time will the City pay for mileage and related expenses when air fare and related expenses to traveling by air are less.

YY.WW. COURT LEAVE

1. Jury Duty

It is the policy of the City of Douglas to enable its employees to fulfill their civic obligations. If an employee is called to serve on jury duty, the employee is requested to notify their ~~his/her~~ supervisor immediately. All regular full-time employees will be paid their regular wages while on jury duty. Employees other than regular full-time employees will be provided time off to spend on jury duty but are ineligible for compensation for time spent on jury duty.

2. Witness Duty-City Involvement

An employee on court leave as a part of a City of Douglas lawsuit shall receive ~~their~~ his/her regular paycheck during such leave. Mileage allowance paid by the court as well as jury duty or expert witness fees are to be retained by the employee.

An employee, while on duty, who is witness to an event which results in the employee being subpoenaed by a Court, may request paid Court leave by submitting a copy of the subpoena and a statement describing the event to his/her ~~Department Head~~ Director at least twenty-four (24) hours prior to the ordered Court appearance.

3. Personal Case

If an employee is involved as a witness (not because of official capacity) or in a personal case, either as a plaintiff or as a defendant, leave may be granted, but the time off shall be charged either to accrued vacation or to leave without pay. An employee requiring time off due to a personal case must notify their ~~Department Head~~ Director at least two weeks prior to the scheduled court date.

~~ZZ.XX.~~ ZZ.XX. MILITARY LEAVE

1. Enlistment in Armed Forces During National Emergency

An employee who enlists or who is drafted during a period of national emergency into the United States military service shall be entitled to leave without pay for the duration of that tour duty. An employee who re-enlists loses all re-employment and reinstatement rights. Employees who fail to contact the City within fifteen (15) days of discharge also waive reinstatement rights.

2. Benefits During Military Leave

Benefits shall not accrue during such period of leave.

3. Reserve Duty

- a. No person shall be denied benefits or compensation to which otherwise entitled as an employee, by virtue of attendance at Reserve or National Guard Summer training camp.
- b. Employees on Reserve Duty shall be given a leave of absence not to exceed thirty (30) calendar days in any one calendar year to attend authorized encampments, training cruises and similar training programs. ~~(Revised, 7-27-09)~~
- c. An employee shall continue drawing regular pay during this Reserve Duty and shall not be required to turn his/her military check over to the City.

- d. An employee who has been employed for at least one year shall be entitled to a leave of absence without pay, but without loss of seniority, status, or other benefits, if engaged in training or active service ordered or authorized by proper authority, when exceeding thirty (30) days in calendar year. ~~(Revised, 7-27-09)~~

4. Eligibility

Eligibility shall include all regular full-time employees, including probationary employees. To be eligible for this benefit, a copy of military orders must be received by the City ~~Administrator~~Manager no later than ten (10) days prior to departure.

~~AAA.YY.~~ LEAVE WITHOUT PAY

1. All requests for leave without pay up to ten (10) ~~work days~~workdays shall be in writing and require approval by the immediate ~~Department—Head~~Director and City ~~Administrator/Manager~~. The application shall contain the specific reason for the leave, the date leave would begin, and the date of return. The request shall be submitted prior to the first effective day of the leave.
2. A leave without pay will not be granted for an employee to engage in other employment. To engage in other employment while on a leave of absence without pay automatically constitutes termination of employment with the City.
- ~~3. The failure of an employee on leave without pay to return at the end of such leave will be considered a voluntary resignation by the employee.~~
3. Periods of leave without pay in excess of 10 days ~~constitutes~~constitute a break in service unless said leave is for disability, ~~maternity~~ or military leave. Employees on leave without pay in excess of 10 days for whatever reason are not eligible to accrue vacation or sick leave benefits during that leave without pay status.
4. The failure of an employee on leave without pay to return at the end of such leave will be considered a voluntary resignation by the employee.
- ~~6.~~

~~BBB.ZZ.~~ ELECTION LEAVE

An employee may, on the day of a primary, general or special national, state or municipal election, be absent with pay for the purpose of voting for a period of one (1) hour with the approval of the employee's supervisor. Employee shall present a voter's receipt to supervisor upon return.

~~CCC.AAA.~~ ABSENCE WITHOUT LEAVE

No City employee shall be absent ~~himself/herself~~ from duty without specific permission from the ~~Department Head/Director~~. When an employee is absent without permission or notification to their supervisor or Department Head/Director for more than three (3) work days, the position shall be declared vacant, but can be cured with explanation, if approved by City Manager.

~~DDD.BBB.~~ REQUEST FOR AND RETURN FROM ~~OR~~ LEAVE

A request for leave must be completed by an employee prior to taking annual leave, compensatory leave, leave without pay, court leave, administrative leave, extraordinary leave, or other approved leave. A request for leave form must also be completed by the employee's supervisor for sick or injury leave when said employee notifies supervisor of illness. Approved leave forms must be submitted to timekeepers for credit to be given. Requests for vacation or annual leave should be submitted in writing or using the online w at least two weeks prior or as soon as possible to the requested time of leave for review.

1. Request for medical leave (FMLA, ADA)

- a. Employees will submit a written request for medical leave to Human Resources as soon as possible with supporting documentation provided by their medical provider including but not limited to:
 - i. The approximate date of the procedure or date that the employee will need to begin their leave.
 - ii. The approximate return to work date or length of leave.
 - iii. Any potential restrictions upon return. If this is not available, it will be required upon returning to work.
- b. A determination of the type of leave and approval status will be made and communicated to the employee and the employee's supervisor.
- c. If an employee fails to follow the established procedure to request leave, failure to return after 120 days may result in their termination.

2. Returning to work after a medical leave

- a. Employees are required to provide Human Resources with a return to work notice from their medical provider prior to their estimated date of return.
- b. Any restrictions must be clearly noted in the medical documentation in addition to the duration of the restrictions noted.
 - i. If the City is unable to accommodate the restrictions indicated, the employee may be asked to remain on leave until such time as the restrictions are lifted or eased.
- c. If the employee chooses not to return to their employ with the City, they must provide written notice of their intent to leave.
- d. The City reserves the right to require any employee returning from medical leave to be examined and released by a doctor of their choosing, at the cost of the City, prior to the employees' return.



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X. DISCIPLINARY ACTION AND COMPLAINT PROCEDURES

~~EEE.CCC.~~ POLICY

The policy of the City of Douglas is to impose disciplinary action fairly and impartially and to offer adequate appeal procedures to ensure that the rights of employees are protected.

Discipline is a process of imposing formal sanctions which will help train or develop an employee and may include positive reward of employees, training and counseling, as well as punitive action.

~~FFF.DDD.~~ AUTHORITY

~~Department Head~~Directors and other supervisory personnel in the exercise of their responsibilities have the right to counsel, reprimand, suspend (with concurrence of the City ~~Administrator~~Manager and Human Resources), and recommend to the City ~~Administrator~~Manager and Human Resources other disciplinary action as necessary.

~~GGG.EEE.~~ GENERAL DISCIPLINE GUIDELINES

Discipline may be initiated for various reasons, including, but not limited to, violations of these policies and procedures or unsatisfactory job performance. Employees are expected to have a reasonable perception of what constitutes proper behavior and should be guided in this perception by the policies and procedures outlined in this Manual.

For violation of any of the following rules, an employee shall be subject to penalties ranging from a formal written warning notice up to, and including, discharge.

A. Neglect of duty.

B. Insubordination or refusal to comply with employer's instructions, unless such instructions are injurious to the employee's safety and health.

C. Conduct described below:

Immoral or indecent conduct.

Conviction of a felony.

Conviction of a misdemeanor involving moral turpitude while an employee of the City.

Violation of local, state, or federal law which causes unfavorable publicity to the City, impairs the credibility of the employee to perform the employee's job or is otherwise connected to City's employment.

D. Intentional falsification of personnel records, payroll reports or other City records.

E. Theft, intentional destruction, or defacing of City, employee or private property.

F. Deliberate or careless conduct endangering the safety of self or other employees, including the provocation or instigation of violence.

G. Consuming alcoholic beverages while on duty, except at approved City functions, or the possession or consumption of illegal drugs.

H. Abusive, threatening or coercive treatment of another employee or member of the public.

I. Reporting for work in an unsafe condition, which includes but is not limited to, being under the influence of alcoholic beverages or drugs. An employee who so reports shall be sent home with pay pending investigation.

J. For other offenses of equal magnitude to the above.

When an employee engages in conduct in violation of the these rules and the conduct is committed off-duty and not on City property, the City may discipline the employee, up to and including discharge, whenever the conduct causes unfavorable publicity to the ~~University~~City, impairs the credibility of the employee to perform the employee's job or is otherwise connected to employment at the City. Conduct that is off-duty but on City property or that is directed toward City employees, representatives or property is always connected to employment at the City. Likewise, conduct that is on duty but off City property is always connected to employment at the City.

~~HHH.FFF.~~ DISCIPLINARY ACTION CONSIDERATIONS

In determining the extent of disciplinary action recommended for a particular offense, the following factors should be considered:

1. Seriousness of offense;
2. Employee's past record;
3. Employee knowledge of rules and regulations;
4. Past warnings;
5. Rank;
6. Length of service;
7. Past practices regarding violation (consistency of enforcement of rule or regulation);
8. Attitude of employee towards infraction.

~~HHH.GGG.~~ ADMINISTERING DISCIPLINARY ACTION

This section pertains to the regular employees of the City. Temporary and probationary employees are subject to dismissal for failure to perform satisfactorily or for behavioral deficiencies without the necessity of following the procedures in this section.

Effective supervision is dependent on ~~ensuring~~ ~~insuring~~ that an employee fully understands ~~their~~ ~~his/her~~ job duties and responsibilities, as well as on-the-job behavior requirements. When an employee deviates from performance and/or behavior requirements, it is incumbent on the ~~Department Head~~ ~~Director~~ to take necessary actions. An important consideration in the effecting of any corrective action is that such action be appropriate to the nature of the offense, taking into consideration the factors in Section (D) above, and may range from verbal counseling to immediate dismissal. It is recommended that any formal counseling or reprimands be witnessed by another supervisor, director, or HR Director.

1. Verbal Counseling

With the exception of offenses requiring more stringent action, an employee will normally be counseled verbally before receiving a written warning. Verbal counseling should be issued by the Supervisor or ~~Department Head~~ ~~Director~~ and clearly communicate the offense. A written notation should be made of a verbal counseling for departmental file.

2. Written Reprimand

A written reprimand should ordinarily be issued in the event of another performance problem for which the employee was previously verbally counseled for a violation of a City policy.

The reprimand should address the specific ~~infraction, and~~ ~~infraction and~~ be signed and dated by the Supervisor and by the employee. If the employee refuses to sign the reprimand, another supervisor should ~~be~~ immediately ~~brought in and asked to~~ ~~note and~~ sign ~~and witness~~ that the employee has seen, but refused to sign, the reprimand. A written reprimand is included in the employee's personnel file.

The reprimand should inform the employee of the possible consequences, including suspension and/or discharge, should additional violations or performance problems occur.

3. Suspension With Pay

A suspension with pay may be recommended by a supervisor during periods of internal investigation or pending disciplinary or administrative action upon approval of the City ~~Administrator~~ Manager and Human Resources.

4. ~~Demotion~~

There are instances in which demotion is warranted for an employee. In the instances that the employee has a documented history of underperforming, has been rated "below standards," and/or failed to complete a Performance Improvement Plan,

5.4. Suspension Without Pay

- a. **Suspension without Pay.** A suspension without pay may be recommended by the supervisor for serious infractions, repeated performance problems or repeated violations of City policy. ~~Suspension requires concurrence of the City Administrator. An employee suspended without pay shall be provided with written documentation of the circumstances which caused the suspension and the duration of the suspension and should inform the employee of the consequences of additional violations or performance problems.~~ An immediate suspension may be effected by a ~~Department Head~~Director (upon concurrence of the City Manager), when there is a possibility of violence, disruption of work (including insubordination), or damage to property or persons, or an employee appears under the ~~apparent~~ influence of drugs or intoxicants.

5. Demotion

A demotion may be deemed appropriate in the instances in which an employee has a documented history of underperforming, has been rated "below standards," and/or failed to complete a Performance Improvement Plan

6. Dismissal

Dismissal. Dismissal of employment may be warranted in the instance that an employee has demonstrated behavior or performance which has failed to have been corrected over the process of this Disciplinary Action policy, or in the instance that the policies and procedures in this manual are violated in such an egregious manner that warrants termination. Decisions of a dismissal of employment may be made by the Director with by the concurrence of the Human Resources Director and the City Manager. ~~Department Head~~Director with concurrence of the City Manager.

- 7. Notification of Suspension, Demotion and Dismissal.** ~~nNotification.~~ Prior to suspension without pay, demotion, or dismissal, the City shall provide to the employee a notice that the City is considering suspending or dismissing the employee. The notice shall contain the following information: ~~Upon the determination that an employee is to be suspended without pay or dismissed from their employment with the City, the following should be provided to the employee:~~

a. ~~Written notice~~ An in-depth ~~A detailed~~ account of the charges for which the City is considering suspending or dismissing the employee is being suspended or dismissed;

~~a.b.~~ An explanation of the employer's evidence and any supporting documentation;

An explanation of the employee's right to a pre-decisional hearing opportunity for the employee to present their account of the allegations and any additional information the employee wants the City to consider ;

~~Notification to the employee will provide a summary explanation of the City's evidence and indicate what type of disciplinary action is intended.~~ The employee is entitled to a hearing to review the allegations and evidence. Notification of such hearing shall be provided to the employee at least twenty-four (24) hours prior to the scheduled hearing. At such hearing, the employee may be represented by an attorney licensed to practice law in the State of Wyoming or another non-lawyer representative. Following the notification and subsequent hearing, if applicable, the employee will be notified in writing within two (2) business days of the decision by the City.

~~An immediate suspension may be affected by a Department Head~~ Director (upon concurrence of the City Administrator), when there is a possibility of violence, disruption of work (including insubordination), or damage to property or persons, or an employee appears under the apparent influence of drugs or intoxicants.

~~Following the immediate suspension, the~~ Department Head Director will prepare a detailed account of the circumstances which caused the suspension action and list the names of other personnel who were witness to the situation.

~~The~~ Department Head Director or City Administrator, depending on who initiated the action, will then prepare a letter within two (2) work days after the emergency suspension action notifying the suspended employee of the duration of the suspension or proposed dismissal, if that is the intent of the Department Head Director or City Administrator. This letter will state specifically and in detail the reasons for the suspension action or proposed dismissal.

6. Dismissal

~~When an employee by behavior or performance evidences to his/her~~ Department Head Director or City Administrator that termination of employment is the correction required, the Department Head Director or City Administrator will prepare specifically and in detail a statement of the reasons why dismissal should occur and submit the statement to the Human Resources Officer or other individual designated by the City Administrator. The Human Resources Officer will review the statement and determine if the proposed action is based on cause and that the proper technical procedures for administering disciplinary action have been followed. If the proposed action is determined to be within the human resources rules and regulations, the Human Resources Officer will indicate this in writing to the Department Head Director or the City Administrator. The City Administrator shall approve all dismissals.

~~The~~ Department Head Director will then issue a letter of proposed adverse action, citing specifically and in detail the reasons for the action. The letter of proposed action must advise the employee

of his/her appeal rights as per the City of Douglas' Policies and Procedures and the Administrative Procedures Act of the State of Wyoming. A Department Head ~~Director~~ may initiate a letter of proposed adverse action if he or his designate is the knowledgeable person with respect to the employee's performance or behavior.

7.8. Employee Appeal

A regular employee has the right to appeal a suspension without pay or dismissal, ~~pursuant to the Administrative Procedures Act of the State of Wyoming~~. The employee will be given five (5) businesswork days to reply in person or in writing to the ~~Department Head~~ Director and/or City ~~Administrator~~ Manager to describe fully their ~~his/her~~ side of the circumstances and to provide reasons why the proposed disciplinary action should not be ~~effected~~ affected or why it should be reduced.

The City ~~Administrator~~ Manager will ~~give consideration to~~ consider the reply and will issue a letter of decision. : ~~and establish written reasons for the decision which will be incorporated into the letter of decision which will:~~

~~a. Implement the action which has been proposed.~~

~~b. Reduce the discipline and implement the letter action.~~

~~c. Cancel the proposed disciplinary action.~~

The letter of decision must state the effective date of the action ~~and must advise the employee of his/her appeal rights if discipline involving a suspension or dismissal is implemented~~. The letter of decision will generally be issued within one week (7 days) after ~~of the~~ the date the appeal is received date, although may take longer depending on circumstances surrounding the matter.

An employee cannot be disciplined more than once for a given act. However, in considering discipline for a successive offense(s), past disciplinary action may be considered in determining the penalty.

JJJ. EMPLOYEE ASSISTANCE PROGRAM

1. Policy

It shall be the policy of the City of Douglas to assist employees with personal problems when these problems begin to have an adverse impact on job performance. Through an Employee Assistance Program (EAP), the City will attempt to motivate employees to seek help and to assist them in getting whatever services are needed. The goal of this program is to provide the opportunity and mechanism for employees to obtain help and resolve problems which adversely affect job performance. This will result in improved productivity from the employees.

2. Purpose

The Employee Assistance Program is designed to deal with problems such as alcoholism, drug abuse, and marital, financial, legal and psychological problems.

The City feels that the majority of employees who develop alcoholism or other types of chemical dependency can be helped to recover and the City should offer appropriate assistance. Other personal problems which have a negative effect on job performance need to be addressed in a like manner.

The focus of this program is on assessment and referral of employees to trained specialists best suited to handle their particular problem. Once an employee has been identified by a supervisor as having a job performance problem, or once an employee feels a personal need for help, someone must assist the employee in deciding exactly what the problems are and what course of action should be taken. The City will utilize the services of professional mental health agencies in providing this assessment and referral.

The program is not designed to provide treatment but rather to provide early identification, motivation, and referral to appropriate care in order to enhance the treatment process. The ultimate goal of the program is to retain valued employees and eliminate costly turnover.

3. Applicability/Participation

This policy applies to all regular employees of the City. The program is also available to family members of employees since it is recognized that problems at home can adversely affect an employee's ability to function on the job.

4. Confidentiality

Participation in the program will not jeopardize an employee's job security, promotional opportunities, or reputation.

Participation in the program will be completely confidential and any records and information about referral, diagnosis and treatment will be maintained separate and apart from the personnel files. Except as may otherwise be required by law, no information, oral or written, will be disclosed without the express written permission of the employee.

5. Procedure

The immediate supervisor is responsible for monitoring an employee's job performance. In the case of deteriorating performance, the supervisor should work with the employee to re-establish accepted levels of performance. The following procedures will serve as a guideline in resolving performance problems which may be caused by personal problems of the employee.

- ~~a. Informal discussion of the problem (attendance, job performance, general behavior, etc.) with the employee. Employee should be made aware of expected level of performance and areas where his/her performance is falling short. Discussion as to how to improve performance should be held.~~
- ~~b. Employee should be made aware of City Employee Assistance Program for self-referral if need for assistance is indicated. Supervisor should not attempt to diagnose personal problems or assume that they are causing unsatisfactory performance.~~
- ~~c. Document the discussion for future reference and follow-up within four to six weeks and document whether program has continued.~~
- ~~d. If the problem warrants formal reprimand or more serious disciplinary action, employee should be given opportunity to utilize EAP, either by a self-referral or a City arranged appointment. Employees are given the opportunity to resolve work-related difficulties as an alternative to, or concurrent with, disciplinary action. Explain that the Human Resources Officer is available to assist employee in obtaining services of a trained counselor.~~
- ~~e. This policy does not alter or replace existing human resources procedures. Employee compliance with the EAP is strictly voluntary. If an employee chooses not to seek assistance and/or performance problems persist, the employee will be subject to normal disciplinary procedures. If performance problems are corrected, no further action will be taken by the employee's supervisor.~~

6. Payment for EAP Services

~~Insurance benefits will cover many of the counseling or rehabilitation costs. Costs for service not covered by insurance will be the responsibility of the employee.~~

KKK.HHH. GRIEVANCE PROCEDURE

The City is interested in the establishment of good employee relations practices and the promotion of sound human resources management. Nonetheless, when there are incidents causing employee dissatisfaction, employees are entitled to present their complaints without fear of any reprisal action. Whenever an employee believes that some condition of employment has developed which is adversely affecting their ~~his/her~~ working conditions, the employee has the right to complain. The steps to be followed in the filing a complaint and seeking remedial action are:

1. First Step – Immediate Supervisor

Within ten (10) calendar days of the circumstance causing the dissatisfaction, an employee must contact their ~~his/her~~ direct supervisor orally and present in writing or verbally what the employee perceives the circumstance to be and what the employee believes to be fair handling or corrective action. The supervisor will investigate the matter and attempt to

provide a solution or explanation within three working ~~days, unless~~days unless additional time is required under the circumstances.

2. Second Step – ~~Department Head~~Director or Human Resources

If the matter is not resolved at the time the matter is brought to the supervisor for discussion, the grievance shall be taken to the ~~Department Head~~Director or Human Resources. The ~~Department Head~~Director or Human Resources shall obtain all relevant facts and verify statements made by the employee and issue a decision within three (3) workdays of receipt of the grievance. Said decision shall be documented in writing and shall fully explain the ~~Department Head~~Director or Human Resource's position. A copy of the decision shall be sent to the City ~~Administrator~~Manager.

3. Third Step – City ~~Administrator~~Manager

- a. If the employee is dissatisfied with the ~~Department Head~~Director's explanation, the employee, within five (5) workdays of receipt of the ~~Department Head~~Director's response, may appeal the ~~Department Head~~Director's decision to the City ~~Administrator~~Manager. The appeal must be in writing and indicate the employee's reasons for differing ~~with~~from the ~~Department Head~~Director's decision.
- b. The City ~~Administrator~~Manager will meet with the employee, the employee's designated counsel, if any, and with the employee's ~~Department Head~~Director. If the complaint is not settled through oral discussion, the City ~~Administrator~~Manager's written reply must be made within seven (7) workdays of receipt of the employee's complaint appeal.
- c. The City ~~Administrator~~Manager's decision closes the case, except as is indicated in (4). There is no further administrative appeal.

4. Grievance With City ~~Administrator~~Manager Action

~~If the employee filing the grievance is supervised by the City Administrator/Manager, the employee may, after initially filing the grievance with the City Administrator/Manager as required in (F)(1) above, request a hearing with the City Council to attempt to resolve the issue. Said appeal shall be filed, in writing, with the City Clerk who shall be responsible for filing request for hearing the City Council. Said hearing shall be held within 30 days of receipt of written request. If the employee filing the grievance is supervised by the City Manager, the employee shall file the grievance with the City Attorney. The City Attorney shall conduct a confidential investigation of the complaint, including interviewing the complainant, the City Manager, and any relevant witnesses. The City Attorney may then prepare a report to share with the City Council in executive session, or report to them orally in executive session, within 30 days of the date the grievance was reported. The City Council shall take action on the report, if any, within 30 days of receipt of the report.~~

5. Exceptions – Chain of Command

The City encourages all grievances to be handled at the department level. However, the following exceptions are recognized as instances where an employee may file a grievance with the City AdministratorHuman Resources Director or City Manager without first meeting with the Department HeadDirector:

a. If the employee suspects or has proof that a federal or state law is being violated or is about to be violated.

b. If a safety hazard exists that threatens the health of an employee or the public.

b-c. If the employee's complaint is against their immediate Supervisor or Department HeadDirector.

6. Termination of Complaint

When an employee fails to pursue the complaint within the specific time limits, withdraws the complaint, or resigns his position, the employee's complaint will be terminated.

7. Freedom From Reprisal

Employees who utilize the grievance procedure in good faith are assured freedom from retaliation or adverse consequences for doing so. However, the grievance process must not be used to harass, intimidate, or undermine others in the workplace. Knowingly filing false, misleading, or bad-faith grievances may itself be grounds for disciplinary action.~~Employees are assured freedom from reprisal for using the grievance procedure.~~

SEPERATION FROM EMPLOYMENT

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XI. SEPARATION FROM EMPLOYMENT

An employee may be separated from employment with the City of Douglas by resignation, lay-off, retirement, dismissal or death.

~~LLL.III.~~ RESIGNATION

1. An employee may resign by submitting a written or verbal resignation to ~~their his/her~~ ~~Department Head~~Director and/or City ~~Administrator~~Manager.
2. A resignation may be withdrawn if agreed to by the ~~Department Head~~Director and/or City ~~Administrator~~Manager prior to the effective date.
3. An employee who resigns while under suspension, or while awaiting disciplinary action, shall forfeit ~~their his/her~~ right to appeal the disciplinary action.
4. An employee who is absent without approved leave or proper notification to their supervisor for a period of three (3) consecutive working days shall be considered to have resigned unless there is notification from a family source that employee could not contact ~~their his/her~~ Department to explain leave. The employee absent without approved leave will not be eligible for re-employment.
5. All regular employees who resign in good standing are eligible for re-employment consideration provided the minimum qualifications for the position are met.
6. An employee is expected to provide notice of resignation at least two weeks in advance of the anticipated resignation date. Failure by an employee to provide sufficient notice may result in ~~them his/her~~ not being eligible for reinstatement privileges.

~~MMM.III.~~ REDUCTION IN FORCE

1. Reasons for Reduction-in-Force

Staff reductions may result from a variety of different factors, including but not limited to, reorganizations designed to improve efficiency, cost-cutting measures, seasonal downturns or budgetary elimination of positions by City Council. Layoffs and staff reductions are implemented for non-disciplinary reasons.

2. Factors Utilized in Determining Reduction-in-Force

- a. The City ~~Administrator~~Manager shall direct that reduction-in-force procedures be implemented when positions are abolished because of lack of funds, lack of work, or reorganization. The City ~~Administrator~~Manager shall determine the number and kind of positions to be affected and institute their abolishment.

~~3.~~

a.b. When reductions-in-force occur, job reassignment often is necessary. Individual considerations in determining which employees are to be separated may include type of appointment, performance history, adaptable job skills, willingness to take on additional assignments and length of service.

b.c. When it is determined that an employee is to be laid off, the head of the affected department shall notify the employee of the anticipated date of the reduction-in-force. The City ~~Administrator~~Manager shall notify the employee in writing of the effective date of the reduction-in-force and the reasons for the action.

NNN.KKK. RETIREMENT

There is no mandatory retirement age, although continued employment by an employee will be subject to meeting expected performance standards as evaluated in the annual performance evaluation process.

OOO.LLL. DISMISSAL

An employee who is discharged for cause as described in Section (X) shall be given a written statement of the action planned and shall be given the rights of appeal as formulated by these Rules and Regulations.

PPP.MMM. DEATH OF EMPLOYEE

In the event of the death of a City employee, the City shall pay all entitlements, including final paycheck with accrued leave to the employee's designated beneficiary as stated on their ~~his/her~~ group life insurance enrollment card. The City also agrees to release funds held in employee's name in City's deferred compensation plan to the named beneficiary.

QQQ.NNN. TERMINATION PROCEDURE

1. Exit Interview

Any employee who terminates employment with the City of Douglas for any reason are invited to attend an exit interview. ~~shall be subject to an employee exit interview prior to writing of final check. Can we~~ This termination interview shall be conducted by the Human Resources ~~Director Officer~~ or by the City ~~Administrator~~Manager or both if employee desires. This interview allows employees to communicate their views on their work with the City and the job requirements, concerns and training needs. It also provides an employee with the opportunity to discuss issues concerning insurance and other benefits. Contents of an exit interview are confidential, with results released in statistical form only to illustrate trends and potential problem areas with existing policies or pay practices.

2. Final Check

When employee's termination paperwork has been completed, exit interview is completed, authorization will be given to payroll by Human Resources ~~Officer~~Director to draft final check. Such check shall include any accrued vacation leave, sick leave payback or unused compensatory time as outlined in their respective sections. ~~Final check shall be delivered to Department Head~~Director ~~for issuance to employee when all departmental check-out procedures have been met (return of keys, equipment, uniform, etc.)~~ ~~No final check shall be issued without~~ Department HeadDirector authorization.

Social Media Policy

The City recognizes that social media is a valuable communication tool. However, employees must use social media responsibly and in a manner that reflects positively on the City. This policy applies to both official City social media accounts and personal use when such use may impact the workplace or the City's reputation.

1. Use of Official City Accounts

- a. Only authorized employees may post on behalf of the City.
- b. All content must be professional, factual, and consistent with the City messaging.
- c. Posts must not disclose confidential or sensitive information.
- d. All content may be subject to public records laws and must be archived as required.

2. Personal Social Media Use

- a. Employees may use personal social media on their own time. Limited use during breaks is permitted, so long as it does not interfere with work performance.
- b. When identifying as a City employee, or when the content may be reasonably be associated with the City, employees must not:
 - i. Post discriminatory, harassing, or threatening content.
 - ii. Share confidential or privileged information
 - iii. Speak on behalf of the City without authorization.
- c. Personal opinions must be clearly identified as such and must not be represented as official City views.

3. Prohibited Conduct

- a. Use of social media to bully, harass, or defame coworkers, supervisors, or members of the public
- b. Disclosing information that compromises the safety, security, or operations of the City.

c. Posting content that violates City policies or federal, state, or local laws

4. First Amendment Rights

This policy is not intended to interfere with or restrict employees' rights under the First Amendment. Employees may speak as private citizens on matters of public concern. However, speech that is not protected (e.g., threats, confidential disclosures, or speech that disrupts the workplace) may be subject to discipline.

5. Policy Enforcement

Violations of this policy may result in disciplinary action, up to and including termination. All employees are responsible for understanding and following this policy.

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I. GENERAL PROVISIONS

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I. GENERAL PROVISIONS

A. POLICIES AND PROCEDURES

1. Purpose

The purpose of this manual is to set forth the organization, authority, policies and procedures to be followed by the City of Douglas in the administration of its human resource system. These policies and procedures are intended to provide a workable and responsive system of human resource management. The Policies and Procedures are designed to inform employees and to guide management and supervisors in administering consistent and impartial programs of human resource administration.

2. Rules Subordinate to State Law and Rules of Court

The human resources rules and regulations will be subject and subordinate to State Law and lawfully promulgated rules of Court. In the event of conflict between the terms of these rules and regulations and any applicable State Statute, or rule of order of Court, the Statute or rule of order of Court shall prevail.

3. Application

These Policies and Procedures apply to all City employees, including both uniformed and non-uniformed employees.

4. Appointment to Positions

- a. The following positions are appointed by the City Manager:
 - Police Chief
 - Public Works Director/Utility Department Director
 - Administrative Services Director/Treasurer
 - City Clerk

- Planning and Community Development Director
 - Fire Chief
 - Human Resources Director
- b. Appointed by the City Council:
- City Manager
 - City Attorney
 - Municipal Judge
- c. Other appointments are made according to the provisions of Chapter 5 of this manual.

5. Adoption and Amendments of Human Resources Policies and Procedures

- a. These Policies and Procedures shall be prepared and recommended by the City Manager and reviewed for legality by the City Attorney. Members of the City Council may recommend rules for adoption by the City Manager. Policies and Procedures or changes thereto may also be suggested by employees. All suggested proposals will be processed through the City Manager.
- b. The City Manager, at any time deemed to be necessary or proper for the purpose of enforcement or implementation of these rules and regulations, may adopt, amend or rescind written administrative procedures consistent with these rules and regulations. Such procedures shall be effective on the dates specified by the City Manager, provided that such administrative procedures shall be circulated to all Directors prior to the effective date thereof and placed on record.
- c. Upon adoption by the City Council, these Policies and Procedures shall supersede all Human Resources Policies and Procedures, Rules and Regulations previously adopted. Amendments to this manual shall be considered yearly or more frequently if necessary. All amendments shall become effective upon adoption by the City Council, or on such date as the City Council shall designate.

6. Distribution and Availability of Manual

This manual shall be provided to all employees on the date of hire. Copies of amendments or revisions shall be provided to all employees at the time of adoption of amendments. Every employee will be required to acknowledge their receipt of this policy manual and any amendments thereto in writing. A copy of that acknowledgement shall be kept in the employee's personnel file. Electronic copies of the policy handbook and any changes shall

be emailed to the employee's City email address and maybe posted on a future City intranet if available for ongoing access.

7. Departmental Work Policies and Procedures

In the interest of efficient operations and effective communication, departments may adopt, issue to each employee and post their own written work Policies and Procedures or changes thereto not covered by these procedures, after review and approval by the City Manager. In the event of a conflict between individual department policies and this manual, the terms and policies in this manual shall control.

8. Discrimination and Prejudice

The Human Resources Policies and Procedures of the City of Douglas shall be so operated that there will be no discrimination or prejudice because of race, creed, color, religion, national origin, ancestry, sex, age, political affiliation, disability, handicap or other non-merit factor as required by law.

B. ORGANIZATION AND AUTHORITY FOR HUMAN RESOURCES ADMINISTRATION

1. The City Council

The City Council is the policy-making authority for the City of Douglas in matters pertaining to human resources administration. No changes in the compensation plan or fringe benefits shall be effective unless submitted to and approved formally by the City Council through enactment of appropriate Council action for adoption of the Annual Budget.

2. The City Manager

The City Manager is responsible for the employment of personnel other than appointees of the City Council, for proposing and administering these Policies and Procedures, for

keeping the City Council advised as to human resources matters and for the overall effectiveness of the human resources management program.

3. Director

a. For the purpose of these policies and procedures, Directors are listed below.

- Police Chief
- Public Works Director/Utility Department Director
- Administrative Services Director/Treasurer
- City Clerk
- Planning and Community Development Director
- Human Resources Director

b. Each Director is responsible for:

- (1) Appointment, meritorious recognition, promotion, transfer, disciplinary action or separation of employees within procedures provided in these Policies and Procedures and subject to City Manager approval and in accordance with the equal employment opportunity laws.
- (2) Cooperating with all other departments and administrative staff in joint efforts at developing and administering City goals and programs.

C. DEFINITION OF TERMS

The following definitions apply wherever these words and phrases are used in the Human Resources Policies and Procedures:

Advancement: Salary increases within limits of a pay grade.

Anniversary Date: Date of successful completion of probationary appointment of a new employee to a position in the City or twelve months from date of promotion or demotion, provided employee has twelve months of service or more.

Appeal: Questioning of a decision on an alleged grievance instituted and submitted by an employee to a higher authority.

Applicant: A person who has filed a completed application for employment or promotion.

Appointment: The designation of a person to occupy a position upon approval of the City Manager and/or City Council.

Change to a Lower Grade: When an employee chooses to occupy a position of lesser grade than to that which assigned, vacancy available, the employee, if so qualified and with Director approval, may do so at the appropriate salary for the lesser graded position.

City Council: The City Council of Douglas, Wyoming

Class: A group of positions sufficiently similar in duties, authorities, responsibilities and minimum requirements of training and experience so that the same title and pay grade may be assigned to each position in the group.

Classification Plan: Determination of the proposed pay grade range of a position based on the duties performed, authority and responsibility exercised, and the pay grade range of comparable positions.

Compensation: Salary, wages, fringe benefits, and all other forms of valuable consideration, earned by or paid to any employee for service in any position.

Compensatory Time: Time off given in lieu of overtime pay at the rate of one and one-half hours of compensatory time for every hour worked in excess of the normal work period or authorized time worked by an employee called out after the regularly scheduled workday.

Complaint: The right of a regular employee to grieve a condition of employment.

Demotion: Movement of an employee from one pay grade or pay step within a grade to another pay grade or pay step within a grade, having a lower pay rate.

Disciplinary Action: Effective procedures taken by the City Manager, Director, or supervisor against an employee for cause, including but not limited to counseling, reprimand, suspension, demotion, transfer, reassignment, or discharge.

Disciplinary Action Appeal: The right of a regular employee to appeal a disciplinary action involving, but not limited to counseling, reprimand, suspension, demotion, transfer, reassignment or discharge.

Discrimination Complaint: An employee who believes that they have been denied equal employment opportunity or equal treatment because of race, color, creed, national origin, sex, disability, handicap or other protected classification by law, has the right to file a complaint with the City Manager.

Eligible: An applicant or employee who has the evaluation requirements of one or more classes of work.

Employee: A person occupying a position in the organization, or a person who is on authorized leave of absence and whose position is being held for their return.

Evaluation: A written appraisal of work performance of an employee designed to inform management and the employee of the manner in which he is meeting established work standards and to offer constructive suggestions for improvements.

Examination: The entire evaluation procedure through which an applicant for a position must go.

Exempt Employee: An employee who is classified as “administrative,” “professional,” or “executive” under the Fair Labor Standards Act and who is not covered by required overtime provisions of that Act.

Family: Relatives by blood or by marriage including an employee’s current spouse, parent, parental surrogate, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, step-parent, grandparent, child, step-child, grandchild, son-in-law and daughter-in-law.

Full-time Employee: An employee who works the normal work week as established by the City Council.

Grievance: A dissatisfaction expressed by an employee (or employees) with some phase of their work or working conditions, for which specific procedures for resolution have been provided. (See Complaint)

Gross Base Compensation: That salary normally paid to the employee on a regular periodic basis excluding overtime, bonus, longevity, uniform, or vehicle allowances, expense reimbursement, FICA contribution on employer contribution to a deferred compensation plan, or any other infrequent amount.

Immediate Family: Relatives by blood which includes an employee’s current spouse and children, step-children, parents, step-parents, parental surrogates, sister(s), brother(s), grandparents or grandchildren.

Merit Increase: An increase in salary based on exemplary job performance.

Meritorious Performance: Performance by an employee judged to be above the satisfactory standards of quality and quantity met by people in the external labor market doing the type of work under consideration.

Non-Exempt Employee: An employee who is covered by the provisions of the Fair Labor Standards and who is therefore eligible for overtime for hours worked in excess of the normal work week or work period.

Overtime: Authorized time worked by an employee in excess of the scheduled work period or authorized time worked by an employee called out after the regularly scheduled workday.

Parental Surrogate: That individual or individuals primarily responsible for rearing the employee.

Part-Time Employee: An employee whose work week is less than the normal work week as established by the City Council.

Pay Grade Range: The establishment of a pay level for positions of comparable competency and authority, which include the appropriate pay steps for those positions.

Pay Plan: The schedule of pay grades and steps established for all job classifications in the City.

Position Classification: The assignment of a position or group of like positions to a class and pay grade on the basis of nature, complexity and responsibility of the work.

Probationary Employee: A new, promotional or transferring employee who is considered to be on probationary status for no less than 12 months for police, and six (6) months for other personnel of employment with the City.

Probationary Period (Promotion): The six (6) month probationary period following a promotion from a regular position, during which the employee is serving on a trial basis.

Probationary Period (New Hire): The period of time immediately following original appointment of a new hire to a regular position during which the employee is without benefit of regular status or appeal rights. Police probationary employees must serve a minimum of 12 months probation and all other probationary employees must serve a minimum of six (6) months probation; extended or shortened only by written authorization from the City Manager. A person employed as temporary personnel are not credited as having served probationary time while employed in these temporary positions.

Probationary Status (New Hire, Promotion, Transfer): The six (6) month minimum period during which a newly hired, promoted or transferred employee must demonstrate ability to satisfactorily perform the duties of the position for which hired and to demonstrate ability to work cooperatively with other employees.

Promotion: Movement of an employee other than by reclassification from a position in one class to a position in another class for which a higher pay range is prescribed.

Reassignment: A change of any employee other than by reclassification from a position in the same department where there is no change in grade level or salary.

Reclassification: The reassignment of an existing position from one class to a different class, either at the same or different grade level, based upon a review of the duties and responsibilities of the position.

Reduction-in-Force (Lay-off): The removal of an employee because of lack of work, lack of funds, abolishment of position, or other causes that do not reflect unfavorably on the employee.

Regular Employee: An employee in a regular budgeted position who has completed a probationary period, has been approved for regular status and who is eligible for all privileges and benefits provided by the City.

Regular Status: The designation achieved by an employee upon successful completion of the probationary period for new hires.

Reinstatement: The action by which an employee after terminating employment is reemployed by the City.

Retirement: The termination of an employee who has elected retirement for some legitimate reasons, such as age or health.

Salary Increment: A pay adjustment as defined by Council action or the Adopted City Budget.

Salary Increment Date: The date of pay adjustment based upon completion of the probationary period, a promotion, reclassification, change to lower grade or an outstanding performance award.

Scope of Duties: Performing any duty which the City requests, requires or authorizes a City employee to perform regardless of the time and place of performance.

Seniority: Length of continuous, uninterrupted service with the City of Douglas.

Separation: The end of employment of an employee due to resignation, dismissal, retirement, layoff or other reasons.

Service Computation Date: The date from which all employment periods are considered as consecutive. A computed date which is established to reflect all periods of employment with the City as continuous even though the employee may have breaks in employment. The entrance date and the service computation date are the same when an employee does not have a break in service.

Step or Pay Step: A single rate of pay within a pay grade for each classification.

Suspension: An involuntary absence with or without pay imposed on an employee for disciplinary or investigative reasons.

Temporary Employee: An employee hired to fill a non-continuing or seasonal position.

Temporary Position: A position in which the employee is regularly scheduled to work forty hours or less per week but for a period of time generally not to exceed one year.

Temporary Status: The designation of an individual occupying a position (to include contract employees), in which the employee does not accrue the benefits or rights of an employee in regular status. This means the City does not pay for health or life insurance and the employee does not accrue sick or annual leave.

Termination: Permanent separation of an employee from the City employment rolls, resulting from death, discharge, layoff, resignation or retirement.

Transfer: The changing of an employee from one position or class of work to a different position or class of work at the same pay grade between departments or assigning an employee from one department or division to another without changing the employee's pay.

Vacancy: An authorized position which is not occupied.

Work Week: The hours of 12:01 a.m. Monday morning until midnight Sunday night.

D. PERSONNEL RECORDS

1. All data relating to employee status, performance and qualifications will be kept in the confidential files of the City Administration Office along with any other employee information that the City Manager and Director shall deem necessary. These shall be considered the "official" records, and all pertinent information received by the various departments shall be forwarded to the City Administration Office.
2. An employee may view his personnel file at any time during normal working hours in the presence of a member of the Administrative Staff. Any change in status, such as change in address, telephone number, number of dependents, marital status, education achievements, etc., should be reported immediately to the Human Resources Director's office. Of particular note are changes in the employee's skills, ability, knowledge, and/or qualifications, for it is in part upon this information that decisions are made concerning eligibility for promotion.

3. The City Manager may verify to a prospective employer of a present or former employee the dates of such individual's employment with the City, or the latest or last position title held, or whether or not the employee is eligible for rehire. No other information concerning an employee shall be released to prospective employers, collection agencies, credit bureaus, etc., unless the City has written authorization from the employee or former employee to provide such information.
4. Hard copy of former employee personnel files may be destroyed after microfilming. Applications for employment over two years old and not renewed by the applicant may be destroyed.
5. Unless otherwise compelled by law, access to personnel files shall be restricted to the employee, the Human Resources Director, the City Administrator/Manager, and management with a "need to know", as authorized by the City Administrator/Manager. Files are the property of the City of Douglas.
6. An employee or former employee who wishes to obtain copies of material from their personnel file may do so during regular working hours and at the convenience of the Human Resources Director. All requests for copies of personnel files must be submitted to the Human Resources Director in writing. The City reserves the right to charge for copying of material.

E. SERVICE RECORD

An employee's service record begins with their date of employment. The service record will include employee identification, service computation date, appointment status, employment history and leave without pay periods, as well as other pertinent information.

II. THE CLASSIFICATION PLAN

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II. THE CLASSIFICATION PLAN

A. PURPOSE

Position classification is a system of identifying, describing and classifying different kinds of work. Positions which are approximately equal in complexity and responsibility and which require the same general qualifications are grouped together under the same job title. The Classification Plan consists of written class descriptions or specifications setting forth the duties and responsibilities of each class and the qualifications necessary for appointment.

B. DEFINITIONS

Classification: The assignment of a new position to an appropriate class on the basis of the nature and level of duties and complexity of responsibility.

Class Specification: The official, written description of typical duties, responsibilities and qualifications requirements of positions included in each class, based on job analysis results. Class specifications shall be descriptive and explanatory, but not restrictive. They shall describe the more typical types of work and responsibilities which characterize the class but shall not be construed to restrict the assignment of other duties or responsibilities related to the class.

Class Title: The title of a class shall be the official title of every position allocated to that class, and is intended to provide a brief, but descriptive name for positions in the class. By using the class title on payrolls, budget documents, personnel reports and other official forms and reports dealing with positions or personnel, a common understanding of the positions will be provided. For internal administrative convenience, operating departments may use other informal working titles for their positions.

Job Description: An individual description of the duties and responsibilities associated with a specific position to be performed by a single employee. Position Description Questionnaires, completed by position incumbent and/or supervisor, are used to obtain job description information.

Position: The basic unit of organization, a group of duties and responsibilities performed by one or several persons. A position may be occupied or vacant, full-time or part-time, temporary or regular.

C. MAINTENANCE OF THE PAY PLAN

1. Reclassification

- a. When the assignment of any employee has changed substantially and identifiably as to kind or level of work, the Director shall be responsible for informing the Human Resources Director. With advice of the Human Resources Director, the City Manager shall determine whether the position has changed sufficiently to warrant reclassification, subject to reconsideration procedures herein.
- b. An employee may request the Director to review their position description if the employee is dissatisfied with the grade assignment.
- c. The Human Resources Director or City Manager may, at any time, or on a periodic basis, review a position or series of positions. The review to be made, and any proposed amendments with regard to employees' classification or to steps, grades, salaries and salary ranges, shall conform to the principle that personnel having essentially the same or similar duties, responsibilities, authority and character of work are to be included within the same classification. Subsequent amendments shall be submitted whenever factual data, including information regarding the relevant labor market and studies thereof, indicate the necessity for changes in the pay plan.

2. Request for Reconsideration

If the Director or the employee affected is dissatisfied with the classification decision, they may, within ten (10) calendar days of receipt of the classification decision, submit a written request for review to the City Manager. The City Manager will respond to the Director's or employee's request within ten (10) calendar days of its receipt. The City Manager's decision on the employees' request is final and cannot be appealed.

3. Work Out of Class

If an employee is detailed to a vacant position in a higher class on a temporary or acting basis, they shall receive the beginning salary of the position to which assigned beginning on the first (1st) day of their assignment

III. EQUAL EMPLOYMENT OPPORTUNITY

Equal Employment Opportunity

The City of Douglas is an Equal Opportunity Employer that does not discriminate on the basis of actual or perceived race, creed, color, religion, alienage or national origin, ancestry, citizenship status, age, disability or handicap, sex (including pregnancy, gender identity, and sexual orientation), marital status, veteran status, genetic information, arrest record, or any other characteristic protected by applicable federal, state or local laws. Our management team is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities and general treatment during employment.

Accommodation for Individuals with Disabilities: The City of Douglas will make reasonable accommodations, as required by law, for qualified individuals with known disabilities, unless doing so would impose an undue hardship upon the City of Douglas's business operations. Accommodation is not reasonable if, even with the accommodation, the employee is unable to perform essential job duties in a manner that would not endanger the employee's health or safety of the employee or others.

Any applicant or employee who believes they require accommodation in order to perform the essential functions of the job should contact the Human Resources Director to request such accommodation. Employees should specify what accommodation they need to perform the job and submit supporting medical documentation explaining the underlying disability and the basis for the requested accommodation. The City of Douglas then will review and analyze the request, including engaging in an interactive process with the employee or applicant, to identify if such accommodation can be made. The City of Douglas will evaluate requested accommodation, and as appropriate identify other possible accommodation, if any. The employee will be notified of the City of Douglas's decision regarding the request within a reasonable period. The City of Douglas treats all medical information submitted as part of the accommodation process in a confidential manner.

The City of Douglas will endeavor to accommodate the sincere religious beliefs of its employees to the extent such accommodation does not pose an undue hardship on the City of Douglas's operations. If employees wish to request such accommodation, they should contact the Human Resources Director.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of their immediate

supervisor, their next level Manager, or the Human Resources Director. The City of Douglas will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. If employees feel they have been subjected to any such retaliation, they should contact the Human Resources Director. To ensure our workplace is free of artificial barriers, violation of this policy including any improper retaliatory conduct will lead to discipline, up to and including discharge. All employees must cooperate with any investigation regarding retaliatory conduct.

IV. HARASSMENT AND DISCRIMINATION POLICY

Harassment and Discrimination Policy

The City of Douglas prohibits harassment of any individual by another person on the basis of any protected classification including, but not limited to, race, color, national origin, disability, religion, marital status, veteran status, sex (including pregnancy, gender identity, and sexual orientation), or age. This policy is not intended to regulate employees' personal beliefs or interactions, but rather to ensure that the workplace remains free from conduct that could reasonably be perceived as harassing, discriminatory, or disrespectful.

If an employee believes they have been subjected to conduct that violates this policy, they should report it promptly to their immediate supervisor, the next-level supervisor, or the City Manager. If any of those individuals are the subject of the complaint, or the employee is uncomfortable reporting to them, the matter should be reported to the Human Resources Director.

Every report will be fully investigated, and appropriate corrective action will be taken when warranted. All complaints will be treated as confidentially as possible, but confidentiality cannot be guaranteed.

The City of Douglas strictly prohibits any form of retaliation against individuals who report concerns in good faith or who participate in an investigation. **However, misuse of this process—including knowingly false or exaggerated claims or using this policy for manipulative purposes—will not be tolerated and may result in disciplinary action.**

Sexual Harassment

The City of Douglas prohibits sexual harassment of any employee by any supervisor, coworker, customer, or vendor. Examples of prohibited behavior include unwelcome sexual advances, requests for sexual favors, offensive jokes or comments, inappropriate touching, and the display or circulation of sexually explicit materials. Depending on the context, even isolated incidents may constitute harassment.

Employees who believe they have experienced sexual harassment should report it immediately to their supervisor, the next-level supervisor, or the City Manager. If that is not appropriate, they may report the concern to the Human Resources Director.

Every report will be investigated thoroughly, and corrective action will be taken when appropriate. Confidentiality will be maintained to the greatest extent possible.

Retaliation for reporting concerns or participating in an investigation is strictly prohibited.

Similarly, making a knowingly false or malicious complaint, or weaponizing this process to undermine others, is also prohibited and may result in disciplinary action.

Integrity of the Complaint and Anti-Retaliation Process

The City of Douglas is committed to maintaining a workplace where all employees feel safe, respected, and heard. As such, the City takes all claims of harassment and retaliation seriously and will investigate each in accordance with its established policies.

However, the integrity of this process depends on the good faith and truthfulness of those participating. Filing knowingly false or malicious complaints, misrepresenting facts, or using the harassment or anti-retaliation provisions as a tool for manipulation, personal grievance, or reprisal is strictly prohibited. The use of these procedures to advance personal agendas, disrupt operations, or undermine leadership constitutes a serious abuse of the City's internal reporting system.

Examples of misconduct include but are not limited to:

- Knowingly making false or egregiously exaggerated allegations.
- Falsifying accounts or evidence during an investigation.
- Using the complaint process to intimidate, retaliate, or gain advantage over another employee or supervisor.
- Threatening or insinuating complaints as leverage in unrelated personnel matters.

Any employee found to have willfully misused the complaint or anti-retaliation process may be subject to disciplinary action, up to and including termination of employment.

This policy does not discourage legitimate complaints made in good faith, nor will it be used to retaliate against those who raise legitimate concerns. The City remains committed to fully investigating all credible claims and to protecting those who report workplace misconduct in good faith.

All employees are expected to act with honesty, integrity, and professionalism throughout the reporting and investigative process.

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V. EMPLOYMENT

A. RECRUITMENT

1. Eligibility for Employment

Applicants shall be eligible for employment with the City of Douglas when they possess the legal requirements (if any), as contained in the position specification and are able to perform the essential duties of the position.

2. Announcement of Vacancies

- a. When a vacancy occurs in a department, the designated Human Resources Director shall be consulted regarding posting of the vacancy. All positions shall be posted in-house for a period of two weeks, either prior to or concurrent with external posting.
- b. Recruitment and promotional announcements shall be publicized in the manner that the Human Resources Director shall deem appropriate for attracting an adequate number of qualified applicants and may include utilization of Employment Resources of Wyoming, regional publications, or other resources.
- c. The announcement shall include, but not be limited to, the title and annual or hourly salary of the position, the minimum recommended preparation for employment, examples of essential job duties and the time and place for making applications. All recruitment notices and other publicity material concerning position vacancies shall explicitly state that the City is an equal opportunity employer.

3. Applications

Applications shall be made on forms provided by the City and shall be available at the City Administration office. All applications must be dated and signed by the applicant in order to be considered.

4. Applicant Screening

All completed employment applications are to be returned to the Human Resources Director for screening to determine initial qualifications based on the position specification for said position. All qualified applications will be forwarded to the department for scheduling of interviews.

B. SELECTION

1. Examination Development

- a. The Human Resources Director shall review and/or construct any testing to be used in selection of employees. This may include outside clerical testing, or construction of standard examinations for oral or written performance testing. Directors are free to develop and standardize examinations for positions desired. These examinations must be approved by the Human Resources Director and a copy filed with Human Resources Director prior to use by the department. Examinations which have been state certified for validity such as those administered through the POST certification process for law enforcement personnel do not require content review or filing with the Human Resources Director.
- b. An examination for a position may be written, oral, a measurement of physical or psychological fitness or prowess or any combination thereof. Examinations shall consist of material that tests fairly and equally the ability of an applicant to perform effectively the essential duties of the position for which the examination is given. All applicants, internally and externally, shall be required to participate in the same examination process.

2. Selection

- a. A background investigation shall be conducted for all candidates prior to employment. This may include a reference check and a background check. Police department employees may be subject to a polygraph examination as part of their selection process.

- b. The Director or selection board will interview eligible applicants and determine which candidate best meets the position requirements. Written comments and rating of all candidates shall be attached to each candidate's application and forwarded to City Manager for approval of all hiring decisions. This information is then filed with the Human Resources Director.

3. Method of Filling Vacancies

Whenever a job vacancy occurs in any existing job classification, the requesting Director shall consider filling vacancies in the following manner with the goal being to fill the vacancy with the most qualified candidate:

- a. Reinstatement of an employee who has lost his position due to reduction in force.
- b. Transfer, if qualified and approved by the Director(s).
- c. Promotion.
- d. Re-employment of former employee eligible for rehire.
- e. Temporary employees who are qualified for permanent positions.
- f. Outside applications.

4. Notification of Examination Results

All applicants shall be notified of the results of the selection process within a reasonable time following final selection.

5. Reasons for Non-Selection

The applicant may be found to be ineligible for a given position for a variety of reasons including, but not limited to:

- a. Lacking the announced minimum legal qualifications for the position;
- b. Being physically or mentally unable to perform the essential functions of the position and there is no reasonable accommodation that would permit the individual to perform the essential functions of the job;

- c. Failing to meet the minimum selection criteria as established for the position to include all types of tests and standards including safety requirements, lifting requirements, vision or hearing requirements and any variety of written or oral employment tests;
- d. Being under the age limits established by the City to conform with State and Federal Laws;
- e. Having a record of unsatisfactory employment, as evidenced by the results of a reference check;
- f. Having used or attempted to use political influence or bribery to secure an advantage in gaining appointment to a position in the City;
- g. Having made false statements of any material fact or having practiced or attempted to practice deception or fraud in his/her application;
- h. Having used unauthorized access to information concerning the contents of an examination;
- i. Having failed a physical or psychological exam administered after a conditional offer of employment had been made to the candidate.

6. Medical Examinations as Condition of Employment

- a. Pre-employment medical or psychological tests may be given only after a conditional offer of employment has been made to a particular individual. Ultimate employment can be conditioned on successfully passing a medical or psychological exam.
- b. Post-offer medical and psychological exams must be given to all offerees in the same job category.
- c. Physical agility tests are not medical exams and may be given at any time in the employment process, provided they are required of all applicants and are job related and consistent with business necessity.
- d. Pre-employment drug screens are not medical exams and may be required at any time in the employment process.
- e. Refusal to submit to a medical examination, when required, prior to appointment, shall be grounds for rejection. All medical information obtained about any applicant shall be kept strictly confidential.

7. Nepotism and Relationship Policy

In recruiting for employment, the most qualified applicant to perform the duties of the classification should, without exception, receive the offer of employment. Supervisors, including elected officials, shall not hire Family Members for positions which would place these individuals in an immediate subordinate position. These restrictions do not preclude referral of related persons for employment consideration; however, an applicant shall not receive preferential treatment because of a relationship with another employee. No employee may participate in decisions relating to the hiring, retention, promotion or compensation of any Family Member of the employee. Family Member means an individual who is the spouse or significant other, parent/step-parent, child/step-child, grandparent, grandchild, brother/brother-in-law, sister/sister-in-law, uncle, aunt, nephew, niece, first cousin, in-laws (father, mother, son daughter).

Should marriage or any other event create a violation of this policy, either employee must, within ninety (90) days, secure a transfer or other employment which does not violate this policy, or resign.

C. APPOINTMENT

1. Initial Hiring

The Director shall notify selected applicant of decision and arrange for starting date. Employee will meet with Human Resources Director for orientation and explanation of benefits, personnel policies, grievance procedures, etc. Supervisors shall be responsible for providing initial job training, and an explanation of safety procedures and policies of the work area. Each new employee shall receive a copy of these rules and shall indicate receipt and understanding by signature. Orientation shall be provided on an on-going basis as policies and procedures are created, revised or updated.

2. Temporary Appointments

Temporary appointments for short term employment may be made from current employment applications. If no applicants exist, the City Manager may certify the temporary appointment of any qualified individual. A temporary appointment shall be limited to a total of twelve (12) months. At the end of twelve (12) months, if the temporary need still exists, a new request is to be submitted to the City Manager by the Director.

3. Temporary Replacement Appointments

When an employee is granted military, disability or maternity leave, the Director may request a temporary replacement. If the appointment is made, the appointee is to be informed that the appointment shall be limited to the length of leave granted to the regular employee.

4. Transfers

A transfer is a move from a position in one organizational unit to another without a change in grade. Transfers shall not be completed unless there is an existing vacant position into which an employee can be placed. No person shall be transferred to a position for which he or she does not possess the requisite qualifications.

5. Promotions

The Director may request the promotion of a qualified employee, where a vacancy exists, and the City Manager concurs. Promotions must involve a definite increase in duties and responsibilities and shall not be made merely to affect an increase in the employees' compensation.

6. Demotion

In the event that an employee underperforms or the employee requests to step down to a lower position, a demotion may be required. Demotions will be recommended by the Director and approved by the City Manager. Demotions will result in the employee being dropped to a lower pay grade and/or scale, as applicable.

7. Re-Employment

An employee who separates in good standing is eligible for re-employment consideration. Re-employment is solely at the discretion of the City. If re-employed, the employee will begin accrual of benefits at the time of rehire. No benefits shall be provided retroactively.

D. PROBATIONARY PERIOD

1. Purpose

The probationary period is an integral part of the examination process, utilized by the City to train and aid the new, promotional or newly transferred employee in adjusting to the position, and to dismiss any probationer whose work performance fails to meet required work standards. During a new employee's probationary period, no disciplinary action taken by the Director or the City Manager is subject to the appeal process. Employees in their probationary period may be dismissed at any time with or without cause.

2. Duration

- a. Except as provided otherwise by City Manager action, all appointments shall be subject to a minimum probationary period of six (6) months of actual service. Any approved leave without pay taken during the probationary period will extend the probationary period proportionately.
- b. Sworn law enforcement officers shall be considered to be on probation until the successful completion of a prescribed course of training at a certified law enforcement training facility and the completion of twelve (12) months of employment with the City. They may be removed from probation sooner with the approval of the Chief of Police and City Manager.

3. Probationary Employee Evaluation

- a. Probationary employees shall be evaluated upon completion of the probationary period. This evaluation shall be written.
- b. If, at any time during the probationary period, the Director and/or City Manager determines the employee will not pass the probationary period, said Director and/or City Manager shall affect dismissal in the case of a new employee, or reassignment to lower level position in the case of a promotional or transferred employee, subject to position availability.

4. Action by End of Probationary Period

- a. Upon satisfactory completion of an employee's probationary period, the employee shall be placed in regular status and shall be eligible for a salary increase according to the provisions of the salary structure.
- b. Unsatisfactory completion of the probationary period shall be cause for termination of the probationary employee or reassignment of the promotional employee, if a position is available.

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VI COMPENSATION

A. PURPOSE AND DESCRIPTION

The pay plan shall apply to all positions in the City service except elected officials and council-appointed positions. The purpose of the pay plan shall be to provide and maintain a uniform, equitable system of compensation. The basic policy on compensation shall be to establish a level of pay and fringe benefits which will enable the City to recruit and retain capable employees.

1. Purpose

The Pay Plan shall be designed to:

- a. Provide equal compensation for equal work.
- b. Reflect changes in labor market conditions requiring adjustments in compensation.
- c. Establish pay and fringe benefits comparable to public and private employers in the appropriate labor market.

2. Conducting Surveys, Evaluating Results and Developing Recommendations for City Council

- a. The City Manager shall, from time to time, make pay surveys in the appropriate labor market to determine comparable wage levels.
- b. The City Manager may propose to the City Council recommended changes in the pay plan whenever such changes are deemed necessary.

B. FREQUENCY AND COMPUTATION OF PAY

1. Normal Pay Period

There are twenty-six (26) pay periods in each work year.

Pay Periods are two weeks in duration, beginning at 12:00 a.m. on Monday and ending two weeks later at 11:59 p.m., Sunday. Paychecks shall be delivered to the employee's designated work area within five (5) days after the pay period ends, unless employee has opted to participate in the payroll direct deposit option. If payday falls on a holiday, checks shall be issued on the last working day prior to the holiday.

2. Effective Date for New Hires and Pay Changes

The effective date for any pay change shall be the first day of the pay period in which the change occurs. New hires and promotions will be effective the first day of the pay period if possible.

3. Recording of Work Time

Time Sheets

Time Sheets shall be submitted to the Finance Time sheets shall be completed by each employee and verified by the Supervisor and/or Director.

The following policy applies to the recording of regular time, overtime, vacation leave, sick leave or leave without pay:

- a. On the hour to 10 minutes past the hour – no time credited.
- b. 11 minutes past the hour to 24 minutes past the hour – 15 minutes of time credited.
- c. 25 minutes past the hour to 40 minutes past the hour – 30 minutes of time credited.
- d. 41 minutes past the hour to 50 minutes past the hour – 45 minutes of time credited.
- e. 51 minutes past the hour to the hour – one hour of time credited.

4. Compensable Time

If a non-exempt employee is "suffered or permitted" to work, even though not instructed or required to do so, the time spent is compensable time, or hours worked. Paid time off due to vacations, holidays or sick days is not counted as hours worked for purposes of ascertaining overtime liability.

C. RATES OF PAY

1. Upon Original Appointment

- a. No employee shall be assigned to a salary grade not in conformance with the pay plan
- b. The minimum rate of pay for a job class shall be paid upon original appointment unless otherwise approved by the City Manager, provided that no employee shall receive less than the minimum rate for their classification.

In order to attract and retain qualified employees, the City Manager may enter into employment contracts with employees which provides for housing stipends, training opportunities or other incentives in exchange for an agreement to continue employment for a period of years or be subject to payment of liquidated damages for early departure.

2. Upon Promotion

When an employee is promoted to a vacant position within their department at a higher level, the rate of pay shall be changed as follows:

- a. If the pay received in the lower grade is below the minimum step of the grade for the class to which promoted, the employee's pay shall be increased to the minimum step of the new grade.

3. Upon Transfer

When a transfer occurs, within either the same class or pay grade, an employee's rate of pay shall remain unchanged.

4. Upon Demotion

When an employee is demoted to a lower step within a grade or to a position in a lower grade, the employee's rate of pay shall be determined by the City Manager.

5. Upon Reclassification of Position

When an occupied position is reclassified, the incumbents' salary increment dates shall not change. The employees' rate of pay shall be adjusted as follows:

- a. To a class of higher pay: The incumbent employee shall be placed in the same step in the new grade as the employee was placed prior to reclassification.
- b. To a class of the same pay: The incumbent employee's pay shall remain unchanged.
- c. To a class of lower pay: If the incumbent's pay in the higher pay grade is above the minimum step of the lower pay grade, the employee's pay shall remain unchanged.

6. For Regular Part-Time Employees

Regular part-time employees shall be paid in accordance with the same pay plan as regular full-time employees.

7. For Temporary Employees

- a. If the position is assigned to a class with a regular grade, temporary employee shall be paid the minimum rate for that pay grade.
- b. If the position is assigned to a temporary seasonal class, employees shall be paid according to a temporary pay plan.

D. SPECIAL PAY PROVISIONS

1. Overtime Pay

The following provisions apply unless superseded by Federal, State or Local Law:

- a. Unless exempted under the Fair Labor Standards Act (FLSA), all employees are entitled to overtime compensation at the rate of one and one-half times their normal hourly rate of pay. Qualified employees classified as exempt will not be entitled to overtime.
- b. Hours worked in excess of the normal work period or hours worked when an employee is called back for unscheduled work as defined below shall be considered as overtime. The normal work period, unless noted, shall be forty (40) hours per week.
- c. Employees of the Police Department engaged in Public Safety activities will have overtime computed on a work period of fourteen days. Covered Police Department employees will be paid overtime at the one and one-half times the regular rate for hours worked in excess of 86 within each 14 day period.
- d. Temporary, seasonal employees, not employed by the City recreation facilities, are entitled to overtime pursuant to FLSA.
- e. A Director must authorize overtime work before it is performed.

2. Holiday Pay

City employees, with the exception of sworn officer personnel who work on a regularly scheduled holiday, shall receive eight (8) hours straight time pay for the holiday plus time and one-half for all the time actually worked. For half day holidays, employees shall receive four (4) hours straight time pay for the holiday plus time and one-half for all time actually worked. Sworn officer personnel receive additional vacation accrual in lieu of holiday pay as outlined in Section IX(A) and (B) of this Manual.

Any employee who, as an “essential service” employee, is required to work on a specially declared holiday due to blizzard or other natural disaster necessitating the closure of City offices, shall receive straight time pay for hours worked plus additional vacation accrual equal to all time actually worked during said closure. This policy applies to all employees, including Law Enforcement personnel.

3. Call Out Pay

When an employee is called out for overtime work, all work performed shall be at the regular overtime rate. Two (2) hours pay at the overtime rate shall be guaranteed at a minimum if the call-out does not immediately precede or follow a regularly scheduled shift. A call-out requiring more than two hours will be paid based on actual hours worked. A call-out is defined as the employee having to come from home or elsewhere in order to report to work and not immediately precede or follow a regularly scheduled shift. If while on a call-out, the employee is sent to an unrelated problem area, that too is part of the initial call-out. Only when the employee returns home and is out of the service and called out again do they accrue another minimum two hours of overtime pay.

4. On-Call Status; Compensation

On-Call Status Definition:

On-call status means that an employee is required to remain within the immediate response area, must leave a telephone number where they can be reached or carry a pager or radio, and must be able to respond to work within a reasonable period of time if contacted. The employee is prohibited from using alcohol or any controlled substance during their on-call status but is otherwise free to pursue personal activities.

a. Public Works Department:

Non-exempt Public Works Department employees who are on-call for week-end duty will receive two hours of overtime per day for being on call plus overtime pay for time actually worked on that date.

b. Police Department:

Non-exempt Police Department employees who are on call during State Fair or at other times as designated by the Chief of Police shall receive two hours of overtime per day for being on call plus overtime pay for time actually worked on that date.

5. Holiday On Call Pay – Public Works Department

A public works employee receives three hours of overtime pay for being on-call on a holiday. Hours actually worked on a holiday are paid at the standard time and a half rate.

6. Compensatory Time

A non-exempt employee may elect to receive compensatory time in lieu of overtime. The compensatory time shall be earned at the rate of one and one-half hours for each hour of overtime.

Non-exempt employees employed in public safety can accrue up to 480 hours of compensatory time. Other non-exempt employees can accrue up to 240 hours of compensatory time.

When recording overtime hours, employees must select either compensatory time off or overtime pay on their timesheet. In the absence of a selection, the employee will automatically receive overtime pay.

An employee has the right to use some or all of any accrued compensatory time, provided that it does not unduly disrupt the City's operations and provided that the Director approves such leave. When possible, an employee should request to use compensatory time at least 24 hours before the intended date.

At the time of termination, an employee shall be paid for unused compensatory time based on the average regular rate for the employee's last three years of employment, or the employee's regular rate of pay at the time of termination, whichever is greater.

E. STEP PROGRESSION WITHIN THE PAY PLAN

1. Performance Appraisals

Directors or their designees shall prepare an annual performance appraisal on each employee under their jurisdiction. Performance appraisals are subject to appeal through the grievance procedure. Performance appraisals shall be in writing and shall be discussed in detail with the employee by their Supervisor.

Appraisals shall be based on the job duties, responsibilities of the employee's position as identified by the adopted position specification, workplace behavior, competencies, and contributions that impact organizational success.

The Human Resources office will notify each operating department which of its employees are due for annual appraisals thirty (30) days prior to the appraisal due date. The failure of the Director to return the performance appraisal form prior to the appraisal due date will result in a delay of a within-grade increase for affected employees.

A pay increase for an employee's performance shall be supported by an employee performance appraisal report. When proposing step increases for an employee, the Director shall present evidence that the employee, on their own initiative and by their own efforts and ability, is rendering service above the level of proficiency normally expected of the incumbent of the position.

When a regular employee's work is not satisfactory, the employee shall be made aware of deficiencies in performance and expectations for improvement. The Director shall notify the employee that they will be discharged or that they will be expected to return their performance to a satisfactory level within a given period of time or face discharge. Employees may be demoted to a step or grade having a lower pay rate upon Director recommendation.

An employee denied an increase may be granted such increase when supported by a new performance report showing an overall rating of "Meets Standards" or better. A delayed increase will not be made retroactive. In the case of a delayed increase, the employee's next appraisal date will be changed to reflect the date of the increase.

A step increase is **not** automatic. An employee performing work at, but not above, the level of proficiency normally expected of an incumbent shall not be afforded an increase

2. Normal Step Progression

An employee's normal progression from step one to step two is based on the completion of the probationary period (as defined in Chapter V, Section D-2). Thereafter, the normal progression is in accordance with the current pay plan subject to the continuation of exemplary, meritorious performance, as determined by the performance appraisal report submitted by the employer's supervisor. An advancement within the pay grade shall not be automatic but shall be given annually on or after the anniversary date to any employee who achieves a gross aggregate ranking of "Meets Standards" or better. Final advancement within a grade shall not go beyond the legal limits established for the pay plan.

3. City Manager Approval

The City Manager shall have final authority on approval or disapproval of all step increases and shall act on them after receipt of written recommendation from the Director. The City Manager has the right to freeze all step pay increases due to budgetary constraints.

4. Partial Step or Two Step Increases

Supervisors and/or Directors may recommend partial step increases or two-step increases as circumstances warrant. A final decision for a partial two-step increase will be approved by the City Manager.

5. Incentive Pay Option

Regular employees who are at the top of their grade and have at least ten (10) years of service, and who have been recommended for a step-increase according to the provisions of Section VI(E)(1) of this Manual, are eligible for either:

- a. An annual lump sum payment determined by their appraisal rating and length of service; or
- b. An increase in contributions to the deferred compensation plan, to be designated as employer's match, of two percent for a one-year period, not to exceed maximum contribution limit allowed and defined by Internal Revenue Code section 457; or
- c. Payment of the employee share of Wyoming Retirement System – benefits of two percent (2%) for a one-year period, up to a maximum of of the total gross base

compensation for public employees, or s of the total gross base compensation for law enforcement officers.

Eligible employees may choose the option they prefer.

Conditions of Payment:

- a. Employees must have a gross aggregate ranking of “Meets Standards” or better on their appraisal.
- b. Employees must have ten (10) or more years of continuous service.
- c. Regular part-time employees will receive a proportionate amount of the incentive pay.
- d. If an employee chooses the incentive pay rather than the additional contribution to deferred compensation/Wyoming Retirement, the payment check will be subject to all applicable payroll deductions and will be considered additional income.
- e. For the lump sum incentive payment, the amount of payment will be based on two cents per hour per year for each year the employee has been employed, based on 2080 hours per year. Overtime worked by the employee is not included in the total.
- f. Under no circumstances will an hourly employee receive their payment during a pay period in which they have incurred overtime hours.
- g. Years of service are multiplied by \$41.60 to determine the lump sum amounts.
- h. Payment will be made as soon as practical after the employee’s anniversary date. Payment will be limited to one payment per calendar year.

F. Fringe Benefits

The following Benefits can be found in the Benefits Brochure:

Health and Dental Insurance, Life and Long-Term Disability, Optional Life and Accidental, Fitness Benefit, Retirement Benefits, Worker’s Compensation, Longevity, Membership in Professional Settings, Legislated Benefits

G. Early-Retirement Health Insurance Coverage

Effective August 1, 1997, the City of Douglas will offer extended health and dental insurance coverage to retirees who meet the current eligibility standard and who are not yet eligible for coverage by Medicare.

Any employees seeking benefits for early retirement shall notify the City Manager in writing at least 90 days prior to the intended retirement date.

Eligibility for Early Retirement Coverage:

Eligibility for early retiree health/dental benefits shall be as follows:

- a. Employee must be covered by the City group health insurance program at the time of retirement.
- b. Employee must have a combination of age and full-time service with the City of Douglas totaling 75 years.

Coverage Provisions:

Benefits will be provided according to the schedule of benefits offered to all active employees of the City. Plan provisions are subject to change without notice to affected employees and retirees.

Formula for Benefit Coverage:

City participation towards the cost of the monthly premium payment for single or family coverage will be computed based on the following formula:

<u>Percentage</u>	<u>Combined Age & Years of Service</u>
50%	75
55%	76
60%	77
65%	78
70%	79
75%	80
80%	81
85%	82
90%	83
95%	84
100%	85 and above

Coverage Termination

Coverage for retired employees will cease when the retired employee reaches age 65 for becomes eligible for Medicare. Coverage for dependents will cease when the retiree becomes ineligible for continued coverage or when the dependent reaches age 65 or becomes eligible for Medicare.

COBRA Provisions for continued coverage

A thirty-six (36) month of continuation of benefits shall be available to a retiree's depended spouse and/or child who is covered under this program in the event of any one of the following qualifying events:

- a. The retiree's death
- b. Divorce or legal separation from the retiree.
- c. The dependent child's loss of eligibility to participate due to the retiree becoming eligible for Medicare Benefits.

The continuation of coverage is available under the Consolidated Omnibus Reconciliation Act (COBRA). 100% of the premium must be paid by the retiree or eligible dependent who qualifies because of any of the above listed qualifying events.

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VII. CONDITIONS OF EMPLOYMENT

A. WORK WEEK

The normal work week for all employees shall be as scheduled by the Director providing that such schedules do not exceed the total regular work hours as provided in the pay plan.

The normal work week provision shall not be construed as a guarantee of a minimum or a maximum of hours per week or year. The normal work week can be modified in accordance with work requirements and in accordance with the financial condition of the City.

B. DAYS OFF

Full-time employees, except for Law Enforcement employees, shall have two specified days off per week. In case of emergency, or where required for the performance of essential public service, an employee may be required to work on the days they are normally off.

C. LIMITS ON CONTINUOUS HOURS OF WORK

With the exception of extreme emergency, to protect the health and welfare of an employee, the employee shall not be required to work more than two (2) shifts, or sixteen (16) hours, in a twenty-four-hour period.

D. ATTENDANCE

An employee must report promptly for work in accordance with shift schedules and maintain a good attendance record on the job. If an employee will be absent from work for any reason, a request for leave must be submitted to the employee's supervisor for approval and submitted as soon as possible. Employees must notify their supervisor of the intended absence at least one (1) hour prior to their scheduled shift when possible.

Should an employee be tardy to work, they must notify their immediate supervisor of their tardiness. Excessive absenteeism and/or tardiness may result in disciplinary action.

If an employee fails to appear to their scheduled shift and fails to notify their supervisor in three (3) or more consecutive shifts the employee will be immediately considered to have abandoned their position unless appropriate documentation is provided to Human Resources.

E. MEAL PERIOD

Non-uniformed employees shall be granted an unpaid lunch period during each work shift. This lunch period shall be one (1) hour in duration. Exceptions to this provision may be made by the City for the sake of efficiency of operations. An employee required to remain at their workstation during their lunch period shall be considered on compensable time unless the employee is completely relieved of all duties during the period.

F. USE OF CITY PROPERTY

No City employee shall use any property, equipment, vehicle or any other City-owned materials for private gain, use or convenience unless specifically authorized by City Manager or City Council action. Such property is restricted for the use of employees in the performance of official City duties. No employee shall be required to perform services on private property not within the responsibility of their area or the duties of his position.

G. ACCEPTANCE OF GIFT

Employees or members of their immediate families shall not accept any gift, loan, service, certificate, plaque, commemorative token, gratuity, special discount, or item of value in excess of two hundred fifty dollars (\$250.00) from any person, firm or corporation. The following items are excluded from this policy: Items of printed, educational or promotional material; food and beverage; travel, registration, and lodging and items from raffles for any conference or meeting while attending in their official capacity, or those other items accepted in Wyoming Statute 9-13-102(a)(vi).

Conflicts of Interest. Employees shall not enter into any financial or other relationship with any agency, private business or other organization which would constitute a conflict of interest with their City employment or create the appearance of impropriety. Employees shall not permit themselves to be placed under any personal or other obligation which could lead any person, group, or organization to expect official favors. If an employee has questions about what constitutes a conflict of interest, the employee may ask his or her immediate supervisor, Director, the Human Resource Department, or the City Manager.

H. OUTSIDE EMPLOYMENT POLICY

Outside employment shall be allowed provided such employment does not present a conflict of interest or interfere with normal working hours, overtime requirements, or the efficient performance of duties with the City. Outside employment must be approved by the Director.

I. USE OF OFFICIAL BADGE OR CREDENTIALS

Officials or employees who wear a badge or other official insignia or who bear credentials as evidence of authority and/or identity shall not permit such badge or insignia to be used or worn by any other person, or to otherwise leave their possession (without approval by the Director). The Director shall not grant such approval except to persons regularly and formally appointed to the position designated by the badge or insignia. Badges or credentials which reflect employment with the City shall not be used by an employee for preferential treatment or personal gain.

J. POLITICAL ACTIVITY

City employees, when identified as such, are individually or collectively prohibited from endorsing or working for the election of, or opposing or working for the defeat of, any candidate for City office. Employees are not prohibited from actively participating in political activities on any other governmental level, except where a department may have a specific relationship with a counterpart in a County office. Employees whose functions are funded in whole or in part by federal funds may not use their official authority or influence for the purposes of interfering with or affecting the results of elections or nominations for office as is prescribed by provisions of the Hatch Act. Employees are encouraged to exercise constitutional rights pertaining to voting in all elections.

K. USE OF CITY OWNED VEHICLES

City owned vehicles are to be used in accordance with departmental policy. An employee authorized to drive a City vehicle must have a current Wyoming Operator's License. Employees operating City vehicles are required to observe all traffic laws and the dictates of common sense and good judgment.

The personal use of a City owned vehicle is only allowed while a City employee is acting within their "scope of duties". City vehicles are to be used for official business only.

Unless expressly authorized by the City /Manager, transporting of family members, or non-employees is forbidden unless such transportation is for the sole purpose of conducting official business.

The personal use of a City owned vehicle is a taxable fringe benefit, unless the vehicle meets the IRS requirements of a qualified non-personal vehicle (clearly marked police and fire vehicles, unmarked vehicles used by law enforcement officers, any vehicle designed to carry cargo with a loaded gross vehicle weight over 14,000 pounds). Personal use includes the value of commuting to and from work in a City vehicle. The value of this benefit must be included in wages and is subject to income and employment taxes.

City employees who are provided with City owned vehicles and are allowed to take the vehicle home because they are “on call” are responsible for determination of the valuation rule used to determine the value of the personal use of said vehicle. Employees may use either the Automobile Lease Rule (IRS Publication 15-B), the Cents Per Mile Rule or the Commuting Value Rule, which provides for an amount of three dollars per day as a non-cash, taxable fringe benefit includable in gross income.

Employees utilizing the Commuting Value Rule are designated and required to commute in said vehicle and City vehicle may be used only for the purposes of commuting to and from work and for de minimis personal use. Employees shall not use such vehicle for any other personal purposes.

Employees traveling for City business, such as going to a seminar, are to use a City vehicle if one is available. If fuel is required during the trip, it should be charged on a City credit card not paid for by the employee.

L. USE OF PRIVATE VEHICLE

Use of personal automobiles in the performance of municipal business may be necessary. City employees will be reimbursed at the IRS approved cents per mile rate upon completion and submission of the appropriately completed claim for payment. This mileage allowance is provided to cover the cost of gas, maintenance, repair, and insurance while on City business.

The City does not provide insurance coverage for any employee who uses their personal auto for business purposes. It is the employee’s responsibility to protect against damage to his/her automobile and provide for legal liability in such form and amount as the employee deems adequate.

1. Vehicle Allowance

a. Purpose and Scope

- (1) This policy establishes a vehicle allowance program for designated Director and other positions at the discretion of the City Manager.
- (2) The monthly vehicle allowance will be provided to eligible employees according to the provisions of employment agreements executed between eligible employees and the City Manager.
- (3) Any employee receiving the monthly vehicle allowance is expected to use their private vehicle for City business. Use of a City vehicle is authorized only in emergency situations or when transporting other employees necessitating larger seating capacity.

b. Outside City Limits

Any eligible employee who receives a monthly vehicle allowance and who drives their personal vehicle on City business outside of Converse County will be eligible for reimbursement based on documented mileage at the IRS approved reimbursement rate at the time of the travel. It is the responsibility of the employee to keep adequate mileage and auto expense records for personal tax purposes.

c. City Gasoline and Oil

City gasoline and oil will not be dispensed to privately owned vehicles.

d. Requirements for Vehicle Allowance Recipients

Employees who receive a vehicle allowance must maintain a valid driver's license, a vehicle that is legally licensed, registered and meets the basic insurance requirements of that type of vehicle under Wyoming state law. The City does not provide insurance coverage for any employee who uses their personal vehicle for business purposes. It is the employee's responsibility to protect against damage to their vehicle and provide for legal liability in such form and amount as the employee deems adequate.

M. CONDUCT ON THE JOB

While on the job, all employees are expected to conduct themselves in a manner which is a favorable reflection of the City and which demonstrates tact, courtesy and good judgment. During working hours, an employee is expected to devote their energies to the services of the City and not to personal affairs.

Employees are expected to treat all coworkers, citizens, vendors, etc. with respect and courtesy.

Employees will perform their job duties and meet the standards of their job, pursuant to their job description and responsibilities and to the standards of the City.

Employees are to conduct themselves in an honest, truthful, and professional manner towards all coworkers, citizens, vendors, etc.

Resolve work-related issues and disputes in a professional manner and through established business processes.

Make work-related decisions and/or take actions that are in the best interest of the City.

Report circumstances or concerns that may affect satisfactory work performance to a supervisor, including but not limited to any inappropriate (fraudulent, illegal or unethical) activities of other employees.

Support efforts that ensure a safe and healthy work environment and report any potential hazards appropriately.

Directors and Supervisors are expected to follow the standards of conduct as they are representatives of the City. In addition, they are expected to lead by example:

- Lead and act with integrity.
- Encourage employees to raise questions and concerns.
- Ensure your team completes all required training and maintains any licenses and certifications.
- Take prompt and effective action when appropriate.

Chain of Command when Contacted by a City Councilmember

If a City Councilmember requests an employee to perform work, provide information, or take any action related to City business, the employee shall refer the request to their immediate supervisor or Department Director and shall not take action unless directed by the appropriate chain of command.

N. USE OF ALCOHOL AND CONTROLLED SUBSTANCES

1. Purpose

The Drug-Free Workplace Act of 1988 requires that the City of Douglas, as a Federal contractor, take steps to provide a drug-free workplace. Among other things, the law requires that the City:

- a. Advise employees that manufacturing, distributing, dispensing, possessing, or using illegal controlled substances on the job is prohibited; and, furthermore, that employees be advised of the job-related penalties for violations.
- b. Establish a drug-free awareness program.
- c. Notify employees that they must abide by the terms of the City's Drug-Free Workplace Policy and that they must immediately report any conviction of a criminal drug law, the violation of which occurred while they were on the job.
- d. Take sanctions against, or require satisfactory completion in a controlled substance abuse assistance or rehabilitation program, by any employee convicted of violating a criminal controlled substance law while on the job.

In addition to meeting these requirements, the City has a compelling interest in adopting such additional measures as are reasonable in order to provide a safe, healthy, and productive environment for the public and its employees.

2. General Policy

The goal of the City of Douglas is to make a good faith effort to maintain a drug-free workplace and to otherwise comply with the "Drug-Free Workplace Act of 1988". The City recognizes that misuse of alcohol and other controlled substances is a pervasive problem in society. This policy is

intended to promote treatment and rehabilitation as well as a safe and secure work environment. City employees will be required to submit to testing for evidence of illegal drugs and/or alcohol in their bodies under conditions outlined herein.

3. Definitions

- a. Alcohol means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol. Any consumption of a preparation including alcohol (e.g. beverages or medicines) is considered alcohol use.
- b. Alcohol concentration (or content) means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test. Alcohol concentration may be described in terms of Blood Alcohol Concentration (BAC).
- c. Confirmation testing: for controlled substances means a second analytical procedure to identify the presence of a specific controlled substance or metabolite which is independent of the screen test and which uses a different technique and chemical principle from that of the screen test in order to ensure reliability and accuracy; for alcohol means a second test, following a screening test with a result of 0.05 BAC or greater, that provides quantitative data of alcohol concentration.
- d. Controlled Substance means marijuana (THC), cocaine, opiates, phencyclidine (PCP), and amphetamines (including methamphetamines). Controlled substances may be referred to as drugs.
- e. Refuse to Submit (to an alcohol or controlled substance test) means that an employee: (1) fails to provide adequate breath for testing without a valid medical explanation; (2) fails to provide adequate urine for controlled substance testing without a valid medical explanation; or (3) engages in conduct that clearly obstructs the testing process.
- f. Screening Test (initial) in relation to alcohol testing means a breathalyzer test to determine whether an employee may have a prohibited concentration of alcohol in their system. In relation to controlled substance testing, it means an immunoassay screen to eliminate "negative" urine specimens from further consideration.
- g. Substance Abuse Professional (SAP) means a licensed physician or a licensed or certified psychologist, social worker, employee assistance professional or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances related disorders.

4. Controlled Substance and Alcohol Use Prohibited

The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance by employees while on City property or while on City business is prohibited.

No employee shall use alcohol or any controlled substance while on the job or while operating any City vehicle or equipment nor report to work or operate any City vehicle or equipment while under the influence of alcohol or any controlled substance.

Appropriate social drinking at City-sponsored or attended functions within the City of Douglas or at out-of-town locations are acceptable provided the employee does not operate any City vehicle or piece of equipment while under the influence of alcohol or any controlled substance.

Medicine which is prescribed and taken pursuant to a doctor's order and which the doctor determines will not adversely affect the employee's ability to safely perform his/her job functions is not prohibited by this policy.

Employees taking any medication which may impair their ability to safely operate a City vehicle or piece of equipment should advise their supervisor. The term "under the influence" is defined as reporting for work with the presence of illegal drugs in the body at levels defined by the National Institute for Drug Abuse (NIDA). With regard to alcohol, it will be defined at any level above .05 percent blood alcohol content, unless the employee holds a commercial driver's license and is being tested under the provisions of the Omnibus Transportation Employee Testing Act of 1991.

5. Supervisors and Directors

No supervisor or Director having actual knowledge that an employee has violated the prohibitions of this policy shall permit the employee to perform or continue to perform any job function.

All supervisors shall receive at least 60 minutes of training on the signs and symptoms of alcohol misuse and at least 60 minutes of training on the signs and symptoms of controlled substance abuse. Supplemental training shall be provided as deemed necessary by the City Manager or Director.

6. Circumstances for Controlled Substance/Alcohol Testing

The City's goals in implementing this policy are to be reached by: (1) pre-employment testing for; (2) post-accident testing; (3) reasonable suspicion testing; and (4) any other departmental testing policies which may be more restrictive than those outlined in this section.

a. Pre-Employment Testing

Prior to final acceptance for hiring, all regular employees (not temporary) shall undergo testing for controlled substances. No such employee shall be approved for hiring until their pre-employment test results indicate the absence of controlled substances.

Nothing contained in this policy creates a City obligation with respect to referral, evaluation or rehabilitation of applicants concerning alcohol misuse or controlled substance use who refuse a pre-employment test, or who demonstrate a pre-employment positive controlled substance test.

b. Post Accident

Any employee involved in an on-duty traffic accident while operating a City vehicle or piece of equipment shall immediately notify their supervisor, Director or City Manager of said accident. Said employee shall be required by their supervisor or other City official to undergo controlled substance and/or alcohol testing as soon as practicable following the accident.

The City may accept the results of a breath or blood test for the use of alcohol or a urine test for the use of a controlled substance which is conducted by Federal, State or local officials having independent authority to conduct the test. In the event that such test(s) are not deemed acceptable by the supervisor or official of the City charged with the responsibility to make such determination, alternative testing shall be arranged by the supervisor or official.

An employee subject to post-accident testing must remain available and must refrain from consuming alcohol for eight hours following the accident, or until they submits to the test, whichever comes first.

If a required post-accident alcohol test is not administered within two (2) hours following an accident, a record shall be prepared stating the reasons for delay by the supervisor or City official charged with that responsibility. If the test is not administered within eight (8) hours, the supervisor or City official shall cease attempts to administer the test and shall prepare and maintain the same record.

If a required post-accident controlled substance test is not administered within thirty-two (32) hours following an accident, attempts to administer a test will be abandoned and the reasons for the delay in testing documented by the supervisor or City official charged with that responsibility.

Copies of the records required by this subsection concerning post-accident testing shall be supplied by the supervisor or official to the Human Resources Director as soon as possible.

c. Reasonable Suspicion

The City has the right to refer employees for medical evaluation in order to determine their fitness to work when reasonable suspicion exists to believe that employees are using controlled substances on the job or are under the influence of controlled substances or alcohol. This medical evaluation may include a controlled substance and/or alcohol test when determined appropriate by the Director.

A determination of such reasonable suspicion will be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee, or indications of the chronic and withdrawal effects of a controlled substance.

Such observations may be made during, just preceding, or just after the period of the work day that the employee is scheduled to perform their job functions.

Reasonable suspicion justifying disciplinary action and/or referral of an employee for a fitness of duty examination consists of specific and well-documented observations of:

- (1) Direct observation of controlled substance or alcohol use by the employee.
- (2) The presence of physical symptoms consistent with controlled substance or alcohol use; i.e. glassy or bloodshot eyes, alcohol odor, slurred speech, and poor coordination and/or reflexes;
- (3) An employee's impaired job performance or abnormal or erratic behavior by the employee;
- (4) Involvement by the employee in a work-related accident where a reasonable suspicion of controlled substance or alcohol use by the employee exists; or
- (5) Other evidence of an employee's on-the-job impairment by controlled substances or alcohol, including information concerning recent controlled substance or alcohol use by the employee, provided by reliable and credible sources.

Supervisors are required to detail, in writing, the specific facts, symptoms, and/or observations, as well as any corroboration, which formed the basis for their determination that reasonable suspicion existed. This documentation is to be immediately forwarded to the supervisor's Director or designee.

The facts underlying the determination of reasonable suspicion should be disclosed by the supervisor to the employee at the time and demand for testing is made.

An employee, about whom reasonable suspicion exists, may be placed on a non-disciplinary, paid leave of absence for up to forty-eight (48) hours by a supervisor pending receipt of alcohol and/or controlled substance test results. A further leave of absence may be authorized by the City Manager.

If an alcohol test is not administered within two (2) hours of the observation, the supervisor or Director shall prepare and maintain on file a record stating the reasons the test was not promptly administered. If not administered within eight (8) hours of the observation, attempts to

administer the test shall be abandoned and the supervisor or Director shall promptly prepare a record stating the reasons the test was not administered.

Copies of the records required by this paragraph shall be supplied by the supervisor or official making the determination to the Human Resources Officer within 24 hours of the observed behavior or before the results of the controlled substance test are released, whichever is earlier.

7. Refusal to Submit

When reasonable suspicion exists to refer an employee for a medical evaluation, and the employee refuses to submit to said medical evaluation to determine if said employee is under the influence of controlled substances and/or alcohol, the employee shall be subject to disciplinary action which may include discharge.

8. Controlled Substance and Alcohol Testing Methodology

Examinations, testing for controlled substances, and test sample verification shall be performed by personnel selected by the City.

The City will pay the costs of all initial tests which it requires. The cost of any follow-up testing following a positive controlled substance or alcohol test will be at the employee's expense.

Alcohol Testing: The test specimen will consist of breath blown into an intoximeter or similar collection device, urinalysis, or blood.

Controlled Substance Testing: The test specimen will consist of split-sample urine. In the event that an individual to be tested for a controlled substance appears unable to provide a urine specimen at the time of the test, he/she shall be permitted no more than eight (8) hours to give a specimen, during which time the individual will remain in the testing area, under observation.

If the employee is found to have a lower rate of alcohol content than allowed, or a negative controlled substance test, he/she will be paid his/her normal rate of pay during the testing and waiting period. If the tests are positive for controlled substance, or beyond a .05BAC level of alcohol, the employee shall not be paid, and will be placed on leave without pay status until allowed to return to duty.

Failure to submit a specimen, as outlined above, shall be considered a refusal to submit a controlled substance and/or alcohol test.

Whenever there is reason to believe that a specimen may have been altered or a substitution made, a second specimen shall be immediately provided by the employee.

The Human Resources Director shall be notified when an employee needs to be tested. The Human Resources Director or his/her designee will notify the employee and his/her supervisor or Director before tests are taken.

If it is determined that a controlled substance or alcohol test is required, the employee shall sign a consent form allowing the test to take place and permitting release of test results to the Human Resources Director. Refusal to sign the form shall be considered refusal to submit to an alcohol and/or controlled substance test.

Test results shall be provided to the Human Resources Director. The Human Resources Director shall then provide the information to the employee's supervisor and other supervisors or managers who need to know. The information will be kept in a confidential medical file separate from the employee's personnel file.

9. Action Upon Discovery of Violation

Upon the first confirmed conduct prohibited by this chapter, the employee shall be referred to the Employee Assistance Program as described in Section X(F) of this Manual for evaluation and referral. The Director (upon concurrence of the City Manager) has the right to suspend the employee without pay immediately from their position; and at the discretion of the City Manager, they may be returned to duty in that position if it is determined that such return would not endanger the safety and security of others.

If there is evidence of controlled substance use on the job, or if subsequent testing yields a positive indicator for the presence of controlled substances or alcohol at any time thereafter, the employee shall be disciplined or discharged according to Section X of the Human Resources Policies and Procedures Manual.

10. Self-Referral

The city encourages and supports employees taking responsibility for the early identification and correction of their substance abuse problems. Voluntary admission of the problem through the Employee Assistance Program is encouraged.

11. Rehabilitation

- a. If a decision is made to allow an employee the option of seeking rehabilitation, attendance and successful completion of the course for rehabilitation will be mandatory. Each employee shall be evaluated by a substance abuse professional (SAP) to determine that the employee has properly followed the rehabilitation program prescribed. This information shall be forwarded to the Human Resources Director by the SAP.
- b. Upon returning to work, the employee will be required to submit to unannounced controlled substance and alcohol screening for a period of six (6) months. The number and frequency of such follow-up shall be as directed by the substance abuse professional. The cost of these controlled substance screenings shall be borne by the employee.

12. Employee Conviction of Violation

Under the provisions of the Drug Free Workplace Act of 1988, any employee convicted of any criminal drug statute for a violation occurring in the workplace must notify the City of such conviction within five days of the conviction. Such employees shall be subject to disciplinary action, up to and including termination.

13. Confidentiality and Records Retention

The release of information regarding controlled substance/alcohol abuse will be handled in accordance with City procedures on release of medical information and will not be a part of the employee's personnel files. These records shall be kept in the office of the Human Resources Director.

14. Prior Notice of Policy

The City shall provide each employee with written notice of this policy prior to its implementation.

All employees shall sign a notice of acknowledgement, verifying receipt of and willingness to abide by the Drug-Free Workplace Policy Amendment to the City of Douglas Human Resources Policies and Procedures Manual.

O. DRUG AND ALCOHOL POLICY FOR CITY EMPLOYEES WHO ARE REQUIRED TO HAVE A COMMERCIAL DRIVER'S LICENSE AND EMPLOYEES IN SAFETY SENSITIVE POSITIONS.

1. Notice, Implementation Date and Sources for Information

Notice is given that the policy is effective as of January 1, 1996. The tests administered under this policy are required by the Omnibus Transportation Employee Testing Act of 1991 and related Federal Regulation. (49 CFR part 382, 49 CFR & 382.601)

Questions related to this policy may be directed to the Human Resources Director.

2. Purpose

The purpose of this policy is to help prevent accidents and injuries resulting from the misuse of alcohol and/or use of a controlled substance by Commercial Driver's License (CDL) drivers and employees in safety sensitive positions.

3. Applicability

This policy applies to all City employees who are required by their job description to have a Commercial Drivers License (CDL) and in safety sensitive positions. These employees are referred to as “drivers”.

This policy addressed a driver’s ability to report or stay on the job if he or she possesses alcohol or has consumed alcohol or a controlled substance. The policy is not intended to replace other policies or rules of the City relating to alcohol and/or controlled substance and supplements the City’s Use of Alcohol and Controlled Substance Policy found in Section VII(N) of this Manual.

4. Definitions

The following definitions have been taken from 49 CFR & 382.107 and 390.5 and 49 CFR part 40. It is the City’s intent that its policy conform to those definitions as the same are amended from time to time. In the case of a conflict between the policy and the regulations as a result of an amendment to the regulations, the definitions in the regulations are to control and supersede those set forth in this policy.

- a. Commercial motor vehicle (CMV) includes any motor vehicle or combination of motor vehicles used to transport passengers or property if the vehicle has:
 - (1) A gross combination weight rating of 26,001 or more pounds, including a towed unit with a gross vehicle weight rating of more than 10,000 pounds; or
 - (2) A gross vehicle weight rating of more than 10,000 pounds; or
 - (3) Is designed to transport 16 or more passengers, including the driver; or
 - (4) Is of any size and is used to transport materials that are hazardous for the purpose of the Hazardous Materials Transportation Act and that require the motor vehicle to be placarded under the Hazardous Materials Regulations.
- b. Driver means any employee who is required, by his/her job description, to have a Commercial Drivers License (CDL) or a safety sensitive position.
- c. Safety-Sensitive Function means any of the following on-duty functions of a driver: (i) waiting to be dispatched; (ii) inspecting, servicing, or conditioning any CMV; (iii) at the controls of a CMV which is in operation; (iv) being in or on a CMV; (v) loading or supervising the loading or unloading of a CMV, assisting, attending a vehicle being loaded or unloaded, remaining in readiness to operate a CMV, or giving or receiving receipts for shipments loaded or unloaded.

5. Prohibited Conduct

a. Alcohol Possession

Drivers are prohibited from possessing alcohol products while driving or operating a CMV. This means that a driver may not possess alcohol in any form, including but not limited to medication, food, or other alcohol-containing products, in or on the CMV.

b. Use of Alcohol

No driver shall use alcohol while performing a safety-sensitive function or perform a safety-sensitive function within four (4) hours after using alcohol.

c. Alcohol Concentration

A driver shall not report for duty or remain on duty in a safety-sensitive position with an alcohol concentration of 0.02 BAC or greater. If a driver's alcohol concentration is 0.02 BAC or greater but less than 0.04 BAC, the driver shall not perform any safety-sensitive function until: (i) the next regularly scheduled duty period, provided at least twenty-four (24) hours have elapsed; or (ii) a retest shows the alcohol concentration in the driver's system has fallen below 0.02 BAC. This prohibition applies regardless of when the alcohol was ingested and regardless of whether or not the driver is "under the influence" of alcohol as that phrase is defined in Federal, State or City law.

If a driver has an alcohol concentration of 0.04 or greater, the driver cannot return to a safety-sensitive function until: (i) the driver is evaluated by a substance abuse professional; (ii) the driver is treated, if required by a substance abuse professional; and (iii) a retest of the driver shows a result below 0.02 BAC.

d. Controlled Substance Use

A driver shall not report for duty or perform a safety-sensitive function if the driver has a controlled substance in his or her system and/or tests positive for a controlled substance, except when the use is pursuant to the instructions of a physician who has advised the driver in writing that the substance does not adversely affect the driver's ability to safely operate a CMV.

6. Test Required

Federal law provides that its announced goals are to be reached by: (1) pre-employment or pre-duty testing; (2) post-accident testing; (3) random testing; (4) reasonable suspicion testing; (5) return-to-duty testing; and (6) follow-up testing.

a. Pre-employment and Pre-duty Testing

(1) Prior to the first time a driver performs safety-sensitive functions for the City, (new hire or promotion to position which requires a CDL), the driver must undergo testing for controlled substances. No driver shall perform any safety-sensitive

functions unless the driver's test results indicate the absence of controlled substances.

- (2) A pre-employment test is not required if the driver has undergone a DOT required controlled substance test within the previous 6 months or participated in a random drug testing program for the previous 12 months; and must have no violations of any DOT controlled substance use rule in the previous 6 months.

b. Post-Accident Testing

Drivers shall be tested for alcohol and/or controlled substances under the conditions specified in Section VII(N)(6) of this Manual.

c. Random Testing

- (1) Random testing is defined for drivers such as police officers, CDL drivers, and potentially those that operate heavy equipment as part of their day-to-day work duties
- (2) Random alcohol testing shall be administered at a minimum annual rate of ten percent (10%) of the average number of City driver positions. (Revised 7-27-09)
- (3) Random controlled substance testing shall be administered at a minimum annual rate of fifty percent (50%) of the average number of City driver positions.
- (4) Drivers will be placed in a random pool by name and social security number. The random method will be scientifically valid and will result in each driver having an equal chance of being tested each time a selection is made.
- (5) Tests will be unannounced and spread throughout the calendar year.
- (6) Upon notification of selection by Human Resources Officer or designee, drivers are to proceed to the test site immediately, but no later than two hours from notification.

d. Reasonable Suspicion Testing

- (1) A driver will be required to submit to an alcohol or controlled substance test when the supervisor or City official has reasonable suspicion to believe the driver has violated the prohibitions of this policy.
- (2) Procedures for reasonable suspicion testing shall be as described in Section VII(N)(6)(c) of this Manual.

e. Return-to-duty Testing

- (1) Before returning to duty after violating the conditions of this policy, each driver shall undergo a return-to-duty alcohol test, the result of which shall indicate an alcohol concentration of less than 0.02 BAC and/or undergo a return-to-duty controlled substance test, the result of which shall indicate a verified negative result for prohibited controlled substance use.

- (2) The driver must also be evaluated by a substance abuse professional and participate in any assistance program prescribed.

f. Follow-up Testing

If the driver returns to duty following treatment, the driver shall be subjected to unannounced follow-up alcohol and/or controlled substance testing. The number and frequency of such follow-up testing shall be as directed by a substance abuse professional, and consist of at least six (6) tests in the first twelve (12) months following the driver's return to duty. Follow-up testing will not exceed sixty (60) months from the date of the driver's return to duty. The cost of these follow-up controlled substance screenings shall be borne by the employee.

7. Consequences of Policy Violation

Nothing contained in this policy shall preclude the City from taking disciplinary action, including termination of employment, against the employee violating the terms or requirements of this policy or any other City policy relating to the use of a controlled substance or alcohol. Any such disciplinary action may be imposed in addition to the consequences expressed in this policy. In addition to all other sanctions, any driver, supervisor or City official who violates this policy is subject to the penalty provisions of 49 U.S.C. 521 (b).

a. Minimum Consequences – Alcohol

- (1) Following a determination that a driver has violated the alcohol prohibitions expressed in this policy, the driver will not be permitted to perform any safety-sensitive function for a minimum of 24 hours or until a retest shows that the employee's alcohol concentration has dropped below 0.02 BAC.
- (2) If the driver has a test result of 0.04 BAC or greater, the driver will be removed from, and will not be returned to, all safety-sensitive functions until: (a) the driver undergoes evaluation, and where necessary, rehabilitation; (b) a substance abuse professional determines that the driver has successfully complied with any required rehabilitation; and (c) the driver undergoes a return-to-duty test with a result of less than 0.02 BAC.

b. Minimum Consequences – Controlled Substance

Following a determination that a driver has violated the controlled substance prohibitions expressed in this policy no driver shall perform any safety-sensitive function until: (i) the driver undergoes evaluation, and where necessary rehabilitation; (ii) a substance abuse professional determines that the employee has successfully complied with any required rehabilitation; and (iii) the driver takes a return-to-duty test with a verified negative test result.

8. Record Keeping Requirements

The City is required by Federal Law to maintain confidential records of its controlled substance program in a secure location with controlled access. These records shall be kept in the office of the Human Resources Director.

9. Reassignment of Duties

A driver who is prohibited from performing safety-sensitive functions may be assigned to perform one or more non-safety sensitive functions for a reasonable period or until such time as the driver complies with the requirements for returning to his or her normal duties. Nothing in this policy is intended to create the impression that the City has an obligation to create a position in order to allow an alternative assignment.

10. Testing Methodology

Testing procedures will comply with 49 CFR & 382.105 and 49 CFR part 40 and shall be as outlined in Section VII(N)(8) of this Manual.

(Revised 4-23-12)

Q. SAFETY

The health and safety of employees and others on City of Douglas property are of critical concern to the City of Douglas. The City of Douglas intends to comply with all health and safety laws applicable to our entity. To this end, we must rely upon employees to ensure that work areas are kept safe and free of hazardous conditions. Employees are required to be conscientious about workplace safety, including proper operating methods, and recognize dangerous conditions or hazards. Any unsafe conditions or potential hazards should be reported to management immediately, even if the problem appears to be corrected. Any suspicion of a concealed danger present on the City of Douglas's premises, or in a product, facility, piece of equipment, process or business practice for which the City of Douglas is responsible should be brought to the attention of management immediately.

Periodically, the City of Douglas may issue rules and guidelines governing workplace safety and health. The City of Douglas may also issue rules and guidelines regarding the handling and disposal of hazardous substances and waste. All employees should familiarize themselves with these rules and guidelines, as strict compliance will be expected.

Any workplace injury, accident, or illness must be reported to the employee's supervisor as soon as possible, regardless of the severity of the injury or accident.

R. CONFIDENTIAL INFORMATION

Employees from time to time will be exposed to information, data, criminal files, personnel files, accounting information and the like which is not generally available for public scrutiny. This privileged information is not to be divulged except on the direct authorization of the City Manager or his designate. Employees in particularly sensitive positions, including but not restricted to Police and Finance Department positions, shall be required to sign a non-disclosure agreement at the time of initial hiring requiring said employee to treat as confidential any information so designated by the employee's Director, the City Manager, or legal precedent.

S. ELECTRONIC COMMUNICATION AND OFFICE EQUIPMENT

The City of Douglas's communication and computer systems are intended primarily for business purposes; however limited personal usage is permitted if it does not hinder performance of job duties or violate any other City of Douglas policy. This includes the voicemail, e-mail, and Internet systems. Users have no legitimate expectation of privacy regarding their use of City of Douglas systems.

The City of Douglas may access the voice mail and e-mail systems and obtain the communications within the systems, including past voice mail and e-mail messages, without notice to users of the system, in the ordinary course of business when the City of Douglas deems it appropriate to do so. The reasons for which the City of Douglas may obtain such access include but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that the City of Douglas operations continue appropriately during the employee's absence.

Further, the City of Douglas may review Internet usage to ensure that such use with the City of Douglas property, or communications sent via the Internet with the City of Douglas property, are appropriate. The reasons for which the City of Douglas may review employees' use of the Internet with the City of Douglas property include but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that City of Douglas operations continue appropriately during the employee's absence.

The City of Douglas may store electronic communications for a period of time after the communication is created. From time to time, copies of communications may be deleted.

The City of Douglas's policies prohibiting harassment, in their entirety, apply to the use of the City of Douglas's communication and computer systems. No one may use any communication or computer system in a manner that may be construed by others as harassing or offensive

based on race, national origin, sex, sexual orientation, age, disability, religious beliefs, or any other characteristic protected by federal, state, or local law. Employees are expected to abide by the City's Code of Conduct policy when communicating electronically.

Further, since the City of Douglas's communication and computer systems are intended for business use, all employees, upon request, must inform management of any private access codes or passwords. Unauthorized duplication of copyrighted computer software violates the law and is strictly prohibited.

No employee may access, or attempt to obtain access to, another employee's computer systems without appropriate authorization.

Violators of this policy may be subject to disciplinary action, up to and including discharge.

T. PETS AT WORK

Except for reasonable accommodations for service or emotional support animals required to comply with the Americans with Disabilities Act, in order to respect employees and members of the public that may have animal allergies, pets and personal animals are prohibited in City facilities, vehicles, and equipment with the exception of housing units where pets are allowed, Police service animals, horses for mounted patrol (in City owned trailer), case-by-case permission granted by a Department Director and approved by the City Manager or their designee, or very occasionally on a single day occurrence when an employee may have a vet appointment for their pet. Permission for case-by-case situations and occasional single-day occurrences may be rescinded by the City Manager to protect the health, safety, and welfare of employees and members of the public, for consistency in policy application, and to maintain professionalism in offices frequented by members of the public.

U. REMOTE WORK

Certain job descriptions, work tasks, or essential functions in the City may be able to be conducted remotely on a regular basis, a temporary basis, a project-by-project basis, or to attend meetings. Remote work authorization is not granted for positions with tasks that are unable to be performed remotely. Authorization for remote work, other than one or two days very occasionally may be approved by the City Manager.

Due to operational needs or for health reasons, the City may mandate remote work on a temporary basis. Remote work authorizations are temporary and may be rescinded by the City Manager.

V. Social Media Policy

The City recognizes that social media is a valuable communication tool. However, employees must use social media responsibly and in a manner that reflects positively on the City. This policy applies to both official City social media accounts and personal use when such use may impact the workplace or the City's reputation.

1. Use of Official City Accounts
 - a. Only authorized employees may post on behalf of the City.
 - b. All content must be professional, factual, and consistent with the City messaging.
 - c. Posts must not disclose confidential or sensitive information.
 - d. All content may be subject to public records laws and must be archived as required.
2. Personal Social Media Use
 - a. Employees may use personal social media on their own time. Limited use during breaks is permitted, so long as it does not interfere with work performance.
 - b. When identifying as a City employee, or when the content may be reasonably be associated with the City, employees must not:
 - i. Post discriminatory, harassing, or threatening content.
 - ii. Share confidential or privileged information
 - iii. Speak on behalf of the City without authorization.
 - c. Personal opinions must be clearly identified as such and must not be represented as official City views.
3. Prohibited Conduct
 - a. Use of social media to bully, harass, or defame coworkers, supervisors, or members of the public
 - b. Disclosing information that compromises the safety, security, or operations of the City.
 - c. Posting content that violates City policies or federal, state, or local laws
4. Policy Enforcement

Violations of this policy may result in disciplinary action, up to and including termination. All employees are responsible for understanding and following this policy.

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VIII. EMPLOYEE DEVELOPMENT

A. TRAINING POLICY

The City of Douglas regards the training of its human resources as a vital factor in the successful accomplishment of its objectives. There is a direct and compelling relationship between training and job task proficiency. Training is intended to increase the proficiency, knowledge, skills and abilities of employees through in-service training programs and outside education opportunities. Positive action will be taken to assure that equal opportunity to participate in training and development programs will be provided without regard to sex, race, age, color, disability, religion, national origin or other non-merit considerations. Employees are reminded that training opportunities provide a significant addition to their overall benefit package.

B. TRAINING TIME

1. Required in-service training courses will be given on City time. The training which is required for the performance of an employee's job duties shall be arranged as much as possible during regularly scheduled work hours. A Director may change normal work hours to accommodate the training schedule.
2. If an employee receives the prior approval of their Director to attend a convention, training program, seminar, institute, or similar program aimed at enhancing the employee's skills on the job, the City shall reimburse the employee for the cost incurred, including registration fees, transportation expenses, meals and lodging. Attendance at approved training sessions outside of regularly scheduled working hours is compensable time. Free time during training sessions is not compensable.

C. TRAVEL TIME

1. If the employee must travel out-of-town to attend a required training session, all the time spent traveling is compensable time if the trip does not require an overnight stay.
2. If the employee's out-of-town assignment requires an overnight stay, time spent traveling to the other city is counted as hours worked only to the extent that it coincides with the employee's regular workday. Travel that occurs during hours of the day in which the employee normally works is counted as work time, even if it falls on a day that is normally a non-working day for the employee. If, however, the travel occurs during hours that are outside the employee's regular workday, such time is not counted as hours worked.

D. RECOGNITION OF TRAINING

Completion of special training programs on an employee's own time and/or at their own expense shall be a factor to be considered in granting merit increases and in making promotions. City employees are encouraged to develop and further their job skills and personal potential by participating in programs geared to their needs.

E. IN-HOUSE VS. OUT-OF-TOWN TRAINING

It is felt that attendance at training seminars, conferences or schools is essential to maintain a high level of proficiency and professionalism among City Personnel. Emphasis shall be given to in-house training from local available sources or from films and other presentations. Out-of-town training for employees must be justified and a demonstrated need outlined before such training will be authorized.

F. TRAINING PRIORITIES

In considering training opportunities given limited budgetary resources, mandatory training will take precedence over elective training and training directly related to an employee's current job duties will take precedence over those not directly tied to their job description.

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IX LEAVE POLICY

A. HOLIDAYS

1. All regular employees, except those responsible for emergency operations, including regular part-time employees, to the extent of their regular working hours, shall be granted, with pay, the following ten (10) holidays:

New Year's Day (January 1st)

President's Day (The 3rd Monday in February)

Memorial Day (Last Monday in May)

Independence Day (July 4th)

Observed on Friday when falls on Saturday

Observed on Monday when falls on Sunday

Labor Day (1st Monday in September)

Veteran's Day (November 11)

Observed on Friday when falls on Saturday

Observed on Monday when falls on Sunday

Thanksgiving Day (Last Thursday in November)

Friday after Thanksgiving

Christmas Eve (December 24th)

Observed on Friday when falls on Saturday

Observed on Tuesday when falls on Sunday

Christmas Day (December 25th)

Observed on Monday when falls on Saturday

Observed on Monday when falls on Sunday

Any other special holidays as designated by the City Council.

Law Enforcement personnel shall work holidays when scheduled. They shall receive overtime pay for holidays worked.

2. When a holiday falls during employee vacation or sick leave, the day of the holiday shall not be charged against annual or sick leave.

B. ANNUAL LEAVE (VACATION)

1. Regular employees shall accrue paid annual leave on the following basis of continuous service:

- a. Full-time non-uniformed Personnel:

Years of Service	Amount of Vacation Time (per year)
0-4 years	12 days (96 hours)
5-9 years	15 days (120 hours)
10+ years	Additional 8 hours per year of service, up to 30 days (240 hours)

- b. Full-time Law Enforcement Personnel:

The above schedule, plus additional vacation hours in lieu of holidays at a rate of 3.08 hours per pay period.

- c. Regular part-time employees working at least twenty (20) hours per week shall earn annual leave at an equivalent rate proportionate to the budgeted annual hours.

Employees who do not use their vacation hours in a calendar year may carry over their time and continue to accrue time off up to:

Non-Uniformed Personnel 320 Hours

Law Enforcement Personnel 352 Hours

All annual leave which exceeds the allowable maximum shall be forfeited.

Annual leave shall not be accrued during leave without pay periods that exceed (10) calendar days.

2. Probationary, new hire employees shall be eligible to take accrued annual leave upon completion of three (3) months of service. The employee shall be entitled to take annual leave computed from the original date of employment.
3. Directors shall attempt to schedule vacations at the time desired by employees. However, the scheduling of vacations shall rest with the Director and/or City Manager in accordance with departmental operations and policies of this Manual.
 - a. Employees should submit their requests for vacations in writing or using the online form to their supervisors, as early as possible.

4. In order to minimize interruption of daily work processes, Director may require that employees take annual leave in half or full day increments only.
5. Continuous employment is required for the prescribed leave allowances in the above schedules. Paid leave shall be counted as continuous service.
 - a. Authorized leave without pay not to exceed ten (10) calendar days in a year shall be counted as continuous service.
 - b. Military leave, disability and maternity leave do not constitute a break in service. However, employees on such leave shall not accrue accumulated vacation leave during leave without pay exceeding ten (10) days.
6. Upon termination for whatever reason, accrued leave shall be paid to all regular employees based on rate of pay at termination. Probationary employees shall not be paid for accrued annual leave upon termination. Upon the death of an employee, an amount equal to the unused accrued annual leave shall be paid to the designated beneficiary of the deceased.
7. No employee shall be permitted to waive annual leave for the purpose of receiving extra compensation.

C. SICK LEAVE

1. Purpose

Sick Leave may be used for the following purposes:

- a. When employees are incapacitated by sickness, pregnancy, temporary disability or injury (See FMLA leave).
- b. For medical, dental or optical treatment or appointments.
- c. When there is a death in the employee's family (See Bereavement Leave).
- d. When there is illness in the employee's immediate family (See FMLA leave).

2. Eligibility

All regular and probationary employees are eligible to use sick leave to the extent of their accruals. Employees who have progressed from temporary status shall accrue sick leave from the beginning of the probationary period only.

3. Accrual

- a. Regular, or probationary full-time employees (non-uniformed as well as law enforcement), shall be granted paid sick leave in accordance with the following schedule:
 - ◆ 8 hours per month, for a total of 96 hours per year, shall be accrued to the employee.
- b. Regular part-time employees working at least twenty (20) hours per week shall receive the proportionate amount of sick leave accrual per month
- c. Sick leave shall not be accrued during periods of leave without pay that exceed ten (10) calendar days.
- d. Termination/Retirement Purchase
Upon the retirement or voluntary termination of a sick leave eligible employee, the City shall buy back any remaining sick leave hours up to the 960-hour maximum accrual using the following formula:

Total unused accumulated sick leave hours multiplied by the employee's rate of pay at the date of separation, multiplied by the percentage in accordance with the table that follows:

Total Years of Service	Percent of Current Pay
Less than 7	0%
7	5%
8	10%
9	15%
10	20%
11	25%
12	30%
13	35%
14	40%
15	45%
16+	50%

4. Carryover and Maximum Permissible Accrual

Any sick leave which has not been used during the course of a calendar year shall be carried over year to year.

Maximum permissible accrual for all employees is 960 hours. All sick leave accumulated in excess of the allowable amount shall be forfeited.

5. Procedures for Taking Sick Leave

- a. Notify the employee's immediate supervisor or Director before the shift begins or as early as possible.
- b. If patterns of sick leave usage indicate abuse, or an employee uses sick leave above the average for the City, Directors have the authority to request that medical verification of absence be provided to Human Resources.
 - ◆ After three (3) days absence due to sickness, medical verification and/or physician's release may be required by a supervisor and Human Resources before an employee is allowed to return to work.
- c. If an employee has a chronic illness which causes him to be absent frequently, they may be required to participate in the interactive leave and/or accommodations process which may be found in the ADA request and FMLA sections of this Manual.

6. Sick Leave Donation Program

Employees are allowed to donate Sick Leave to other City employees who have exhausted all accumulated sick leave, vacation and compensatory leave, and find themselves facing extensive surgery, temporary disability, or major illness.

Employees requesting sick leave donations must have exhausted all sick and vacation hours. Additionally, they must have completed and submitted all appropriate paperwork associated with their leave either through FMLA, ADA or Worker's Compensation through Human Resources before they may be eligible for the Sick Leave Donation Program.

Any City employee who has accrued a minimum of 64 hours of sick leave may donate up to forty (40) hours to another employee upon authorization from the City Manager authorizing such donations.

D. BEREAVEMENT LEAVE

Employees may be granted up to 3 days of paid bereavement leave in the event of a death in their immediate family, including spouse, parent, step-parent, child, step-child sibling, grandparent, grandchild, domestic partner, or in law-equivalent. Additional leave or leave for non-immediate relationships may be approved at the discretion of the Human Resources Director based on the employee's needs.

E. WORKER'S COMPENSATION

1. Eligibility

All regular and probationary employees and non-elected officers of the City, excluding temporary and seasonal employees, may be granted worker's compensation leave with full pay. Such injury or incapacity must result from an accident within the scope of the employee's employment and render the employee totally incapable of performing any reasonable duties with the City. Injury leave will be granted only with a doctor's authorization.

2. Worker's Compensation Procedure

- a. To be eligible for Worker's Compensation benefits, an employee is required to report any job-related injury to the immediate supervisor. If the immediate supervisor is unavailable, the injury shall be reported to the Director. The supervisor is responsible for completing the Employee's Statement for Worker's Compensation and the OSHA report of injury and filing these forms with Human Resources within 72 hours of the occurrence.

The Human Resources Director will file all applicable reports with the Division of Worker's Safety and Compensation. The employee and supervisor are to complete the City of Douglas Incident/Accident Report Form and file it with Human Resources within 24 hours of the occurrence. Human Resources will review the Incident/Accident Report Form and determine whether to refer the Incident to the Safety Committee for further review.

- b. An injured employee who requires medical treatment must go to a medical facility which has been approved by Worker's Compensation. Injured employees must notify the hospital or clinic that the injury occurred on the job and complete an employee statement. Said employee must also present the attending physician with the OSHA required form indicating injury description and diagnosis to be completed by physician.
- c. In the event of a life endangering emergency, it is appropriate to call the ambulance service for emergency aid. Should the employee choose to go to the hospital, the employee is to report directly to the Emergency Room. If the initial treating physician

advises further medical treatment by another doctor, or the employee requests to see another physician, a written referral must be made to the second doctor. Any other medical treatment not approved through Worker's Compensation, may not be payable by Worker's Compensation. The cost of unauthorized medical charges will be paid by the employee.

- d. Penalties may be imposed by Worker's Compensation against the employee for the late reporting of an injury.

3. Duration of Worker's Compensation Leave Benefit

When an employee receives medical treatment immediately following a job-related injury, that employee will be considered on Injury Leave until the time the physician states the employee can return to duty. A return-to-work authorization from the attending physician must be presented to the injured employee's supervisor and Human Resources before the employee will be allowed to resume work. The City will retain the employee on an extended leave of absence for a work-related disability until one of the following situations occurs.

- a. The employee is released to return to work with or without restrictions.
- b. The City receives medical evidence as documented under the Wyoming Worker's Compensation laws that the employee will be permanently unable to return to work. In the case of permanent disability, reasonable accommodation alternatives shall be explored to determine possible placement of employee to allow for continued employment.
- c. The employee informs the City (by accepting others employment, moving out of town, etc.), that he/she does not intend to return to the City's employ. The employee must submit their intention in writing.
- d. At no time will an employee's injury benefit from the City exceed 120 working days. Injury leave benefits will be taken concurrently with any Family Medical Leave designation. If an employee's injury results in absence exceeding 120 working days, the employee must apply for long term disability benefits if applicable.
- e. If the employee's injury is work-related, they must take a Worker's Compensation leave, unless otherwise indicated by a medical physician, at which point the employee should submit the appropriate application for leave under FMLA or ADA.

4. Return to Work – Light Duty

A temporarily disabled employee shall return to limited duty, or revised duties and responsibilities, if such are available, and if the employee is determined by a physician to be physically and mentally able to return to limited duty. The employee may be assigned any duties within any department

of the City upon authorization of the City Manager and as long as he/she continues to receive injury payments. The employee shall not engage in outside employment while on light duty assignment.

Employees who return to work with or without restrictions must submit their release with the instructions from their medical professional to Workers' Compensation and/or Human Resources prior to their intended return to work, to ensure that any assigned restrictions are appropriately accommodated.

5. Compensation While on Injury Leave

a. Status Pending Worker's Compensation Eligibility

In the event there is a possibility that the Division of Labor might rule that a particular accident was not job-related, and there would be no liability incurred by the State Insurance Fund, the employee will be carried on Sick Leave to the extent such leave has been accrued, then compensatory or annual leave until exhausted, and, finally leave without pay status. At no time will an employee's injury leave benefit from the City exceed 120 working days unless otherwise indicated through FMLA or ADA leave.

Where it has been determined, either by the City of Douglas Safety Committee, or by the Wyoming Division of Worker's Compensation and Safety, that an employee's injuries are work related, the City will pay the employee's full salary. At the time determination is made that the employee's injuries are work-related and no lost time wages are applied for, the employee will be credited with sick, compensatory, or annual leave used during the determination period.

b. When Lost Time Wages are Applied For

An employee off work for a period of time subject to lost time wages under Wyoming Worker's Compensation laws shall utilize sick, compensatory or annual leave to the extent lost time wages are not reimbursed to the City. Any Worker's Compensation benefit payments for lost time wages made to the employee will be turned over to the City at which time the appropriate credit to the employee's sick, compensatory or annual leave will be made. If the employee chooses to retain his/her Worker's Compensation payment, the City will not credit leave taken during such time.

c. Outside Employment

Any employee on light duty assignment shall not engage in outside employment.

6. Temporary or Seasonal Employees

If a temporary or seasonal employee is injured on the job, they will receive Worker's Compensation benefits only.

F. DISABILITY LEAVE

1. Eligibility

All regular and probationary full-time employees of the City shall be eligible for disability. Such leave is designated for injuries or incapacity resulting from non-job-related accidents, illness, or surgery. . The leave is intended to be used during disability and recuperation while employee is unable to perform job tasks. The duration of any disability leave shall not exceed 120 working days without the express authorization of the City Manager and documentation provided by a medical professional.

2. Continued Employment During Disability

Any employee who becomes disabled may continue working so long as their health permits and so long as they can continue their employment in a satisfactory manner. The Director may request that the employee enter into the interactive process with Human Resources to certify their abilities to complete their job duties as assigned, with or without restrictions. If the employee requires accommodation, they may submit a written request through Human Resources and include documentation from their medical provider.

3. Return to Work Following Disability

Within six (6) weeks following the onset of disability, such employee who is then on disability shall give Human Resources written notice of their intent to return to employment with the City within a reasonable time thereafter, but not exceeding 120 working days without express authorization of the City Manager or as directed a medical provider.

In the event said employee on disability leave is unable to return to work within a reasonable time following the onset of disability, the employee must submit to the City a physician's written report showing that they are unable to return to work because of the disability. The City may require such employee to be examined, at the City's expense, by a physician of the City's choosing, to determine whether said employee is physically fit to resume their employment with the City with or without restrictions.

Failure of the employee to submit to a physical examination at the City's request shall automatically terminate the employee's disability leave rights and may be grounds for termination of the employment. Any employee on disability leave desiring to return to employment with the City shall be reinstated to their original job once medically cleared by a physician.

4. Leave Use While on Disability Leave

An employee who is on disability leave may first utilize accrued sick leave. The employee may then apply all or a portion of annual or compensatory leave, if employee so desires, to the period of disability leave. The employee will then be carried on leave without pay status. Unless otherwise expressly required by State or Federal law, an employee on leave without pay status in excess of thirty (30) days shall be responsible for payment of all group health and life insurance premiums

ordinarily provided by the City, or said employee will be terminated from health and life insurance coverage.

G. FAMILY MEDICAL LEAVE OF ABSENCE (FMLA)

1. Basis for Leave

The Family and Medical Leave Act allows for “eligible” employees to take job-protected, unpaid leave, or to substitute appropriate paid leave if the employee has earned or accrued it, for up to a total of 12 work weeks in any 12 months.

An “eligible employee” is an employee who has been employed by the City for at least 12 months and has been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of leave. The City must grant an eligible employee up to a total of 12 workweeks of unpaid leave during any 12-month period for one or more of the following reasons:

- a. for birth and care of a newborn child of the employee;
- b. for placement with the employee of a son or daughter for adoption or foster care;
- c. to care for a spouse, son, daughter, or parent with a serious health condition;
- d. to take medical leave when the employee is unable to work because of a serious health condition; or
- e. for qualifying exigencies arising out of the fact that the employee’s spouse, son, daughter, or parent is on active duty or call to active duty status as a member of the National Guard or Reserves in support of a contingency operation.
- f. The City must grant an eligible employee who is a spouse, son, daughter, parent, or next of kin member of the Armed Forces, including a member of the National Guard or Reserves, with a serious injury or illness up to a total of 26 workweeks of unpaid leave during a “single 12-month period” to care for a service member.

2. Extent of Leave

Employees who wish to utilize the Family Medical Leave Provisions, , which allows up to twelve weeks of unpaid leave for any of the above-mentioned reasons, shall have any paid leave taken concurrently during this period. In other words, an employee may not utilize sick, annual and compensatory leave and an additional twelve weeks of unpaid leave.

3. Advance Notice and Medical Certification

- a. The employee must provide 30 days advance notice when the leave is “foreseeable.”
- b. The employee shall be required to provide medical certification to support a request for leave because of a serious health condition.
- c. The employee must provide notice and medical certification to Human Resources.

4. Intermittent or Reduced Leave

- a. An employee may take intermittent leave or may work a reduced leave schedule to reduce the usual number of hours per day or work week.
- b. Intermittent or reduced leave schedules are subject to Director medical certification under FMLA. Employees must notify their Director and Human Resources and may be required to provide medical certification.

5. Job and Benefit Protection

- a. Upon the employee’s return, they shall be reinstated to their original job or a comparable position with equivalent pay, benefits and other employment terms.
- b. For the duration of an employee’s family leave, the City will provide continuing group health and life insurance benefits under the conditions coverage would have been provided if the employee had continued working.
- c. The City may recover its share of insurance premiums paid for maintaining the employee’s health coverage if the employee does not return to work for a reason other than the serious health condition of the employee or the employee’s immediate family member, or another reason beyond the employee’s control.
- d. Returning employees must provide documentation from their medical provider to the Human Resource Director, allowing them to return with or without restrictions.
- e. Vacation and sick time will not accrue while the employee is on any leave exceeding ten (10) days.

H. Extraordinary Leave

- a. In rare and exceptional cases, employees may face serious personal, family, or medical circumstances that extend beyond the protections or entitlements of existing leave policies, including the Family and Medical Leave Act (FMLA). When all other available leave has been exhausted, and where termination would otherwise be required under standard policy, with the recommendation of the Human Resources Director the City Manager may authorize an unpaid Extraordinary Leave of Absence.
- b. Extraordinary Leave may be granted for up to 12 workweeks beyond the expiration of all other accrued or protected leave. Requests for Extraordinary Leave must be submitted in writing to the Human Resources Director and must include appropriate documentation and justification. Factors considered in granting leave may include the

nature and severity of the situation, operational needs, the employee's work history and tenure, and the likelihood and timing of return.

- c. Extraordinary Leave does not guarantee job protection or continuation of benefits, though the City Manager may authorize such accommodations at their discretion. Approval of one employee's request does not establish precedent for others. The purpose of this provision is to provide flexibility and compassion when circumstances warrant additional consideration and to prevent unnecessary separation of valued employees during periods of significant hardship.

Upon the employee's return, they shall be reinstated to their original job or a comparable

I. ADMINISTRATIVE LEAVE

The City Manager may grant special leave with pay to attend professional or technical conferences, meetings, schools, or to visit other cities to compare new methods relating to responsibilities in the employ of the City. The City Manager may approve administrative leave for seminars and conferences held outside the area.

1. Granting of Leave

Administrative leave may be granted by the City Manager to Directors, administrative staff and any other employees for the purpose of attending seminars, conferences, or schooling. Request for such leave shall be submitted to the City Manager at least one (1) week prior to the beginning of said school, seminar or conference. In addition, where shortages of personnel may be experienced due to the attendance of such functions, a satisfactory work schedule indicating adequate coverage of all shifts will be submitted.

2. Travel Expenses

Travel expenses for the attendance at such functions as conferences, seminars and schooling shall be based upon the least expensive method available. For example, where such conferences may be located in out-of-town or out-of-state areas, mileage or air fare and the least expensive route will be paid. In addition, expenses for meals and motels will be based on the least expensive mode of transportation.

Where it would be cheaper to send someone by air, their motel expenses and meals would be based upon the time of arrival to the time of departure for their air service. Where they are driving, the expenses incurred in travel shall be from the time of leaving Douglas to the time arriving in Douglas. At no time will the City pay for mileage and related expenses when air fare and related expenses to traveling by air are less.

J. COURT LEAVE

1. Jury Duty

It is the policy of the City of Douglas to enable its employees to fulfill their civic obligations. If an employee is called to serve on jury duty, the employee is requested to notify their supervisor immediately. All regular full-time employees will be paid their regular wages while on jury duty. Employees other than regular full-time employees will be provided time off to spend on jury duty but are ineligible for compensation for time spent on jury duty.

2. Witness Duty-City Involvement

An employee on court leave as a part of a City of Douglas lawsuit shall receive their regular paycheck during such leave. Mileage allowance paid by the court as well as jury duty or expert witness fees are to be retained by the employee.

An employee, while on duty, who is witness to an event which results in the employee being subpoenaed by a Court, may request paid Court leave by submitting a copy of the subpoena and a statement describing the event to his/her Director at least twenty-four (24) hours prior to the ordered Court appearance.

3. Personal Case

If an employee is involved as a witness (not because of official capacity) or in a personal case, either as a plaintiff or as a defendant, leave may be granted, but the time off shall be charged either to accrued vacation or to leave without pay. An employee requiring time off due to a personal case must notify their Director at least two weeks prior to the scheduled court date.

K. MILITARY LEAVE

1. Enlistment in Armed Forces During National Emergency

An employee who enlists or who is drafted during a period of national emergency into the United States military service shall be entitled to leave without pay for the duration of that tour duty. An employee who re-enlists loses all re-employment and reinstatement rights. Employees who fail to contact the City within fifteen (15) days of discharge also waive reinstatement rights.

2. Benefits During Military Leave

Benefits shall not accrue during such period of leave.

3. Reserve Duty

- a. No person shall be denied benefits or compensation to which otherwise entitled as an employee, by virtue of attendance at Reserve or National Guard Summer training camp.
- b. Employees on Reserve Duty shall be given a leave of absence not to exceed thirty (30) calendar days in any one calendar year to attend authorized encampments, training cruises and similar training programs.
- c. An employee shall continue drawing regular pay during this Reserve Duty and shall not be required to turn his/her military check over to the City.
- d. An employee who has been employed for at least one year shall be entitled to a leave of absence without pay, but without loss of seniority, status, or other benefits, if engaged in training or active service ordered or authorized by proper authority, when exceeding thirty (30) days in calendar year.

4. Eligibility

Eligibility shall include all regular full-time employees, including probationary employees. To be eligible for this benefit, a copy of military orders must be received by the City Manager no later than ten (10) days prior to departure.

L. LEAVE WITHOUT PAY

1. All requests for leave without pay up to ten (10) workdays shall be in writing and require approval by the immediate Director and City Manager. The application shall contain the specific reason for the leave, the date leave would begin, and the date of return. The request shall be submitted prior to the first effective day of the leave.
2. A leave without pay will not be granted for an employee to engage in other employment. To engage in other employment while on a leave of absence without pay automatically constitutes termination of employment with the City.
3. Periods of leave without pay in excess of 10 days constitute a break in service unless said leave is for disability or military leave. Employees on leave without pay in excess of 10 days for whatever reason are not eligible to accrue vacation or sick leave benefits during that leave without pay status.
4. The failure of an employee on leave without pay to return at the end of such leave will be considered a voluntary resignation by the employee.

M. ELECTION LEAVE

An employee may, on the day of a primary, general or special national, state or municipal election, be absent with pay for the purpose of voting for a period of one (1) hour with the approval of the employee's supervisor. Employee shall present a voter's receipt to supervisor upon return.

N. ABSENCE WITHOUT LEAVE

No City employee shall be absent from duty without specific permission from the Director. When an employee is absent without permission or notification to their supervisor or Director for more than three (3) work days, the position shall be declared vacant, but can be cured with explanation, if approved by City Manager.

O. REQUEST FOR AND RETURN FROM LEAVE

A request for leave must be completed by an employee prior to taking annual leave, compensatory leave, leave without pay, court leave, administrative leave, extraordinary leave, or other approved leave. A request for leave form must also be completed by the employee's supervisor for sick or injury leave when said employee notifies supervisor of illness. Approved leave forms must be submitted to timekeepers for credit to be given. Requests for vacation or annual leave should be submitted in writing or using the online w at least two weeks prior or as soon as possible to the requested time of leave for review.

1. Request for medical leave (FMLA, ADA)

- a. Employees will submit a written request for medical leave to Human Resources as soon as possible with supporting documentation provided by their medical provider including but not limited to:
 - i. The approximate date of the procedure or date that the employee will need to begin their leave.
 - ii. The approximate return to work date or length of leave.
 - iii. Any potential restrictions upon return. If this is not available, it will be required upon returning to work.
- b. A determination of the type of leave and approval status will be made and communicated to the employee and the employee's supervisor.
- c. If an employee fails to follow the established procedure to request leave, failure to return after 120 days may result in their termination.

2. Returning to work after a medical leave

- d. Employees are required to provide Human Resources with a return to work notice from their medical provider prior to their estimated date of return.
- e. Any restrictions must be clearly noted in the medical documentation in addition to the duration of the restrictions noted.

- i. If the City is unable to accommodate the restrictions indicated, the employee may be asked to remain on leave until such time as the restrictions are lifted or eased.
- f. If the employee chooses not to return to their employ with the City, they must provide written notice of their intent to leave.
- g. The City reserves the right to require any employee returning from medical leave to be examined and released by a doctor of their choosing, at the cost of the City, prior to the employees' return.

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X. DISCIPLINARY ACTION AND COMPLAINT PROCEDURES

A. POLICY

The policy of the City of Douglas is to impose disciplinary action fairly and impartially and to offer adequate appeal procedures to ensure that the rights of employees are protected.

Discipline is a process of imposing formal sanctions which will help train or develop an employee and may include positive reward of employees, training and counseling, as well as punitive action.

B. AUTHORITY

Directors and other supervisory personnel in the exercise of their responsibilities have the right to counsel, reprimand, suspend (with concurrence of the City Manager and Human Resources), and recommend to the City Manager and Human Resources other disciplinary action as necessary.

C. GENERAL DISCIPLINE GUIDELINES

Discipline may be initiated for various reasons, including, but not limited to, violations of these policies and procedures or unsatisfactory job performance. Employees are expected to have a reasonable perception of what constitutes proper behavior and should be guided in this perception by the policies and procedures outlined in this Manual.

For violation of any of the following rules, an employee shall be subject to penalties ranging from a formal written warning notice up to, and including, discharge.

- A. Neglect of duty.
- B. Insubordination or refusal to comply with employer's instructions, unless such instructions are injurious to the employee's safety and health.
- C. Conduct described below:
 - a. Immoral or indecent conduct.
 - b. Conviction of a felony.
 - c. Conviction of a misdemeanor involving moral turpitude while an employee of the City.
 - e. Violation of local, state, or federal law which causes unfavorable publicity to the City,
 - f. impairs the credibility of the employee to perform the employee's job or is otherwise connected to City's employment.
- D. Intentional falsification of personnel records, payroll reports or other City records.
- E. Theft, intentional destruction, or defacing of City, employee or private property.

- F. Deliberate or careless conduct endangering the safety of self or other employees, including the provocation or instigation of violence.
- G. Consuming alcoholic beverages while on duty, except at approved City functions, or the possession or consumption of illegal drugs.
- H. Abusive, threatening or coercive treatment of another employee or member of the public.
- I. Reporting for work in an unsafe condition, which includes but is not limited to, being under the influence of alcoholic beverages or drugs. An employee who so reports shall be sent home with pay pending investigation.
- J. For other offenses of equal magnitude to the above.

When an employee engages in conduct in violation of the these rules and the conduct is committed off-duty and not on City property, the City may discipline the employee, up to and including discharge, whenever the conduct causes unfavorable publicity to the City, impairs the credibility of the employee to perform the employee's job or is otherwise connected to employment at the City. Conduct that is off-duty but on City property or that is directed toward City employees, representatives or property is always connected to employment at the City. Likewise, conduct that is on duty but off City property is always connected to employment at the City.

D. DISCIPLINARY ACTION CONSIDERATIONS

In determining the extent of disciplinary action recommended for a particular offense, the following factors should be considered:

1. Seriousness of offense;
2. Employee's past record;
3. Employee knowledge of rules and regulations;
4. Past warnings;
5. Rank;
6. Length of service;
7. Past practices regarding violation (consistency of enforcement of rule or regulation);
8. Attitude of employee towards infraction.

E. ADMINISTERING DISCIPLINARY ACTION

This section pertains to the regular employees of the City. Temporary and probationary employees are subject to dismissal for failure to perform satisfactorily or for behavioral deficiencies without the necessity of following the procedures in this section.

Effective supervision is dependent on ensuring that an employee fully understands their job duties and responsibilities, as well as on-the-job behavior requirements. When an employee deviates from performance and/or behavior requirements, it is incumbent on the Director to take

necessary actions. An important consideration in the effecting of any corrective action is that such action be appropriate to the nature of the offense, taking into consideration the factors in Section (D) above, and may range from verbal counseling to immediate dismissal. It is recommended that any formal counseling or reprimands be witnessed by another supervisor, director, or HR Director.

1. Verbal Counseling

With the exception of offenses requiring more stringent action, an employee will normally be counseled verbally before receiving a written warning. Verbal counseling should be issued by the Supervisor or Director and clearly communicate the offense. A written notation should be made of a verbal counseling for departmental file.

2. Written Reprimand

A written reprimand should ordinarily be issued in the event of another performance problem for which the employee was previously verbally counseled for a violation of a City policy.

The reprimand should address the specific infraction and be signed and dated by the Supervisor and by the employee. If the employee refuses to sign the reprimand, another supervisor should immediately note and sign that the employee has seen, but refused to sign, the reprimand. A written reprimand is included in the employee's personnel file.

The reprimand should inform the employee of the possible consequences, including suspension and/or discharge, should additional violations or performance problems occur.

3. Suspension With Pay

A suspension without pay may be recommended by the supervisor for serious infractions, repeated performance problems or repeated violations of City policy. An immediate suspension may be effected by a Director (upon concurrence of the City Manager), when there is a possibility of violence, disruption of work (including insubordination), or damage to property or persons, or an employee appears under the influence of drugs or intoxicants.

4. Demotion

A demotion may be deemed appropriate in the instances in which an employee has a documented history of underperforming, has been rated "below standards," and/or failed to complete a Performance Improvement Plan

5. Dismissal

Dismissal. Dismissal of employment may be warranted in the instance that an employee has demonstrated behavior or performance which has failed to have been corrected over the process of this Disciplinary Action policy, or in the instance that the policies and procedures in this manual are violated in such an egregious manner that warrants termination. Decisions of a dismissal of employment may be made by the Director with the concurrence of the Human Resources Director and the City Manager.

1. **Notification of Suspension, Demotion and Dismissal.** Prior to suspension without pay, demotion, or dismissal, the City shall provide to the employee a notice that the City is considering suspending or dismissing the employee. The notice shall contain the following information:

- a. A detailed account of the charges for which the City is considering suspending or dismissing the employee ;

- b. An explanation of the employer's evidence and any supporting documentation;

An explanation of the employee's right to a pre-decisional hearing for the employee to present their account of the allegations and any additional information the employee wants the City to consider. The employee is entitled to a hearing to review the allegations and evidence. Notification of such hearing shall be provided to the employee at least twenty-four (24) hours prior to the scheduled hearing. At such hearing, the employee may be represented by an attorney licensed to practice law in the State of Wyoming or another non-lawyer representative. Following the hearing, the employee will be notified in writing within two (2) business days of the decision by the City.

6. Employee Appeal

A regular employee has the right to appeal a suspension without pay or dismissal. The employee will be given five (5) business days to reply in person or in writing to the Director and/or City Manager to describe fully their side of the circumstances and to provide reasons why the proposed disciplinary action should not be affected or why it should be reduced.

The City Manager will consider the reply and will issue a letter of decision. : I:

The letter of decision must state the effective date of the action . The letter of decision will generally be issued within one week (7 days) after the date the appeal is received, although may take longer depending on circumstances surrounding the matter.

An employee cannot be disciplined more than once for a given act. However, in considering discipline for a successive offense(s), past disciplinary action may be considered in determining the penalty.

F. GRIEVANCE PROCEDURE

The City is interested in the establishment of good employee relations practices and the promotion of sound human resources management. Nonetheless, when there are incidents causing employee dissatisfaction, employees are entitled to present their complaints without fear of any reprisal action. Whenever an employee believes that some condition of employment has developed which is adversely affecting their working conditions, the employee has the right to complain. The steps to be followed in the filing a complaint and seeking remedial action are:

1. First Step – Immediate Supervisor

Within ten (10) calendar days of the circumstance causing the dissatisfaction, an employee must contact their direct supervisor orally and present in writing or verbally what the employee perceives the circumstance to be and what the employee believes to be fair handling or corrective action. The supervisor will investigate the matter and attempt to provide a solution or explanation within three working days unless additional time is required under the circumstances.

2. Second Step – Director or Human Resources

If the matter is not resolved at the time the matter is brought to the supervisor for discussion, the grievance shall be taken to the Director or Human Resources. The Director or Human Resources shall obtain all relevant facts and verify statements made by the employee and issue a decision within three (3) workdays of receipt of the grievance. Said decision shall be documented in writing and shall fully explain the Director or Human Resource's position. A copy of the decision shall be sent to the City Manager.

3. Third Step – City Manager

- a. If the employee is dissatisfied with the Director's explanation, the employee, within five (5) workdays of receipt of the Director's response, may appeal the Director's decision to the City Manager. The appeal must be in writing and indicate the employee's reasons for differing from the Director's decision.
- b. The City Manager will meet with the employee, the employee's designated counsel, if any, and with the employee's Director. If the complaint is not settled through oral discussion, the City Manager's written reply must be made within seven (7) workdays of receipt of the employee's complaint appeal.
- c. The City Manager's decision closes the case, except as is indicated in (4). There is no further administrative appeal.

4. Grievance With City Manager Action

If the employee filing the grievance is supervised by the City Manager, the employee shall file the grievance with the City Attorney. The City Attorney shall conduct a confidential investigation of the complaint, including interviewing the complainant, the City Manager, and any relevant witnesses. The City Attorney may then prepare a report to share with the City Council in executive session, or report to them orally in executive session, within 30 days of the date the grievance was reported. The City Council shall take action on the report, if any, within 30 days of receipt of the report.

5. Exceptions – Chain of Command

The City encourages all grievances to be handled at the department level. However, the following exceptions are recognized as instances where an employee may file a grievance with the Human Resources Director or City Manager without first meeting with the Director:

- a. If the employee suspects or has proof that a federal or state law is being violated or is about to be violated.
- b. If a safety hazard exists that threatens the health of an employee or the public.
- c. If the employee's complaint is against their immediate Supervisor or Director.

6. Termination of Complaint

When an employee fails to pursue the complaint within the specific time limits, withdraws the complaint, or resigns his position, the employee's complaint will be terminated.

7. Freedom From Reprisal

Employees who utilize the grievance procedure in good faith are assured freedom from retaliation or adverse consequences for doing so. However, the grievance process must not be used to harass, intimidate, or undermine others in the workplace. **Knowingly filing false, misleading, or bad-faith grievances may itself be grounds for disciplinary action.**

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XI SEPARATION FROM EMPLOYMENT

An employee may be separated from employment with the City of Douglas by resignation, lay-off, retirement, dismissal or death.

A. RESIGNATION

1. An employee may resign by submitting a written or verbal resignation to their Director and/or City Manager.
2. A resignation may be withdrawn if agreed to by the Director and/or City Manager prior to the effective date.
3. An employee who resigns while under suspension, or while awaiting disciplinary action, shall forfeit their right to appeal the disciplinary action.
4. An employee who is absent without approved leave or proper notification to their supervisor for a period of three (3) consecutive working days shall be considered to have resigned unless there is notification from a family source that employee could not contact their Department to explain leave. The employee absent without approved leave will not be eligible for re-employment.
5. All regular employees who resign in good standing are eligible for re-employment consideration provided the minimum qualifications for the position are met.
6. An employee is expected to provide notice of resignation at least two weeks in advance of the anticipated resignation date. Failure by an employee to provide sufficient notice may result in them not being eligible for reinstatement privileges.

B. REDUCTION IN FORCE

1. Reasons for Reduction-in-Force

Staff reductions may result from a variety of different factors, including but not limited to, reorganizations designed to improve efficiency, cost-cutting measures, seasonal downturns or budgetary elimination of positions by City Council. Layoffs and staff reductions are implemented for non-disciplinary reasons.

2. Factors Utilized in Determining Reduction-in-Force

- a. The City Manager shall direct that reduction-in-force procedures be implemented when positions are abolished because of lack of funds, lack of work, or reorganization. The City Manager shall determine the number and kind of positions to be affected and institute their abolishment.

- b. When reductions-in-force occur, job reassignment often is necessary. Individual considerations in determining which employees are to be separated may include type of appointment, performance history, adaptable job skills, willingness to take on additional assignments and length of service.
- c. When it is determined that an employee is to be laid off, the head of the affected department shall notify the employee of the anticipated date of the reduction-in-force. The City Manager shall notify the employee in writing of the effective date of the reduction-in-force and the reasons for the action.

C. RETIREMENT

There is no mandatory retirement age, although continued employment by an employee will be subject to meeting expected performance standards as evaluated in the annual performance evaluation process.

D. DISMISSAL

An employee who is discharged for cause as described in Section (X) shall be given a written statement of the action planned and shall be given the rights of appeal as formulated by these Rules and Regulations.

E. DEATH OF EMPLOYEE

In the event of the death of a City employee, the City shall pay all entitlements, including final paycheck with accrued leave to the employee's designated beneficiary as stated on their group life insurance enrollment card. The City also agrees to release funds held in employee's name in City's deferred compensation plan to the named beneficiary.

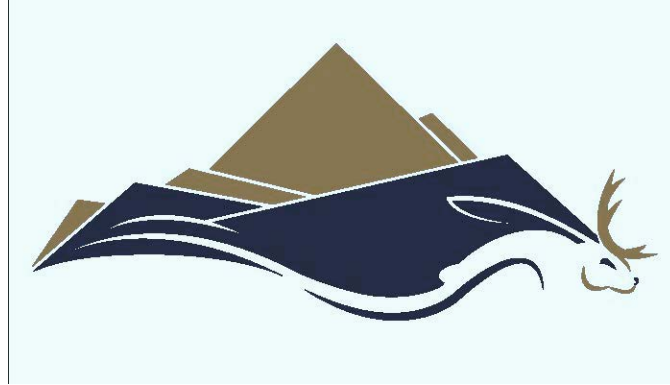
F. TERMINATION PROCEDURE

1. Exit Interview

Any employee who terminates employment with the City of Douglas for any reason are invited to attend an exit interview. This termination interview shall be conducted by the Human Resources Director or by the City Manager or both if employee desires. This interview allows employees to communicate their views on their work with the City and the job requirements, concerns and training needs. It also provides an employee with the opportunity to discuss issues concerning insurance and other benefits. Contents of an exit interview are confidential, with results released in statistical form only to illustrate trends and potential problem areas with existing policies or pay practices.

2. Final Check

When employee's termination paperwork has been completed, authorization will be given to payroll by Human Resources Director to draft final check. Such check shall include any accrued vacation leave, sick leave payback or unused compensatory time as outlined in their respective sections.



HUMAN RESOURCES POLICIES AND PROCEDURES MANUAL

Adopted March 9, 1992
and includes revisions thru May 10, 2021

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DISCLAIMER

This manual is intended as a guide for the efficient and professional job performance by an employee. Nothing herein contained shall be construed to be a contract between the City of Douglas and the employee.

Additionally, this manual is not to be construed by any employee as containing binding terms and conditions of employment. The governing body of the City of Douglas retains the right to change, rescind, or add to, any policies, benefits, or practices described in this manual as its sole and absolute discretion, with or without prior notice.

ACKNOWLEDGMENT

It is hereby acknowledged that I, _____ (name of employee) have been provided with a copy of the City of Douglas Human Resources Policies and Procedures Manual and have read or have had the Manual explained to me. These policies are subject to amendment and revision at various times as approved by City Council action. All revisions from this date forward will be provided to me with an acknowledgement form. I agree to abide by the rules and regulations contained in this Manual and any amendments thereto as a condition of my employment. I also understand that this Manual shall not be construed as a contract between myself and the City of Douglas.

Signature of Employee

Date

Witness

****PLEASE SIGN & RETURN TO HUMAN RESOURCES**
to acknowledge receipt of the Manual
and for placement in your Personnel File**

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I. GENERAL PROVISIONS

A. POLICIES AND PROCEDURES

1. Purpose

The purpose of this manual is to set forth the organization, authority, policies and procedures to be followed by the City of Douglas in the administration of its human resource system. These policies and procedures are intended to provide a workable and responsive system of human resource management. The Policies and Procedures are designed to inform employees and to guide management and supervisors in administering consistent and impartial programs of human resource administration.

2. Rules Subordinate to State Law and Rules of Court

The human resources rules and regulations will be subject and subordinate to State Law and lawfully promulgated rules of Court. In the event of conflict between the terms of these rules and regulations and any applicable State Statute, or rule of order of Court, the Statute or rule of order of Court shall prevail.

3. Application

These Policies and Procedures apply to all City employees. Both uniformed and non-uniformed employees are covered.

4. Appointment to Positions

a. The following positions are appointed by the City Administrator with concurrence of the City Council:

- Police Chief
- Public Works Director/Utility Department Director
- Administrative Services Director/Treasurer (Res. 1379, 10- 23-06)
- City Clerk (Res. 1379, 10-23-06)
- Planning and Community Development Director
- Fire Chief

b. Appointed by the City Council:

- City Administrator
- City Attorney
- Municipal Judge

c. Other appointments are made according to the provisions of Chapter 5 of this manual.

5. Adoption and Amendments of Human Resources Policies and Procedures

- a. These Policies and Procedures shall be prepared and recommended by the City Administrator and reviewed for legality by the City Attorney. Members of the City Council may recommend rules for adoption by the City Administrator. Policies and Procedures or changes thereto may also be suggested by employees. All suggested proposals will be processed through the City Administrator.
- b. The City Administrator, at any time deemed by him/her to be necessary or proper for the purpose of enforcement or implementation of these rules and regulations, may adopt, amend or rescind written administrative procedures consistent with these rules and regulations. Such procedures shall be effective on the dates specified by the City Administrator, provided that such administrative procedure shall be circulated to all Department Heads prior to the effective date thereof and placed on record.
- c. Upon adoption by the City Council, these Policies and Procedures shall supersede all Human Resources Policies and Procedures, Rules and Regulations previously adopted. Amendments to this manual shall be considered yearly or more frequently if necessary. All amendments shall become effective upon adoption by the City Council, or on such date as the City Council shall designate.

6. Distribution and Availability of Manual

This manual shall be provided to all employees at date of hire. Copies of amendments or revisions shall be provided to all employees at time of adoption of amendments. Every employee will be required to acknowledge his/her receipt of this policy manual and any amendments thereto in writing. A copy of that acknowledgement shall be kept in the employee's personnel file.

7. Departmental Work Policies and Procedures

In the interest of efficient operations and effective communication, departments may adopt, issue to each employee and post their own written work Policies and Procedures or changes thereto not covered by or in conflict with these procedures, after review and approval by the City Administrator.

8. Discrimination and Prejudice

The Human Resources Policies and Procedures of the City of Douglas shall be so operated that there will be no discrimination or prejudice because of race, creed, color, religion, national origin, ancestry, sex, age, political affiliation, disability, handicap or other non-merit factor.

B. ORGANIZATION AND AUTHORITY FOR HUMAN RESOURCES ADMINISTRATION

1. The City Council

The City Council is the policy-making authority for the City of Douglas in matters pertaining to human resources administration. No changes in the compensation plan or fringe benefits shall be effective unless submitted to and approved formally by the City Council through enactment of appropriate Council action for adoption of the Annual Budget.

2. The City Administrator

The City Administrator is responsible for the employment of personnel other than appointees of the City Council, for proposing and administering these Policies and Procedures, for keeping the City Council advised as to human resources matters and for the overall effectiveness of the human resources management program.

3. Department Heads

a. For the purpose of these policies and procedures, Department Heads are listed below.

- Police Chief
- Public Works Director/Utility Department Director
- Administrative Services Director/Treasurer (Res. 1379, 10-23-06)
- City Clerk (Res. 1379, 10-23-06)
- Planning and Community Development Director
- Fire Chief

b. Each Department Head is responsible for:

- (1) Appointment, meritorious recognition, promotion, transfer or separation of employees within procedures provided in these Policies and Procedures and subject to City Administrator approval and in accordance with the equal employment opportunity laws.
- (2) Cooperating with all other departments and administrative staff in joint efforts at developing and administering City goals and programs.

4. Human Resources Officer

The City Administrator may appoint a Human Resources Officer to assist in the administration of the City's human resources and benefits program. The Human Resources Officer shall have such duties as may be assigned by the City Administrator.

C. DEFINITION OF TERMS

The following definitions apply wherever these words and phrases are used in the Human Resources Policies and Procedures:

Advancement: Salary increase within limits of a pay grade.

Anniversary Date: Date of successful completion of probationary appointment of a new employee to a position in the City or twelve months from date of promotion or demotion, provided employee has twelve months of service or more.

Appeal: Questioning of a decision on an alleged grievance instituted and submitted by an employee to a higher authority.

Applicant: A person who has filed a completed application for employment or promotion.

Appointment: The designation of a person to occupy a position upon approval of the City Administrator and/or City Council.

Change to a Lower Grade: When an employee chooses to occupy a position of lesser grade than to that which assigned, vacancy available, the employee, if so qualified and with Department Head approval, may do so at the appropriate salary for the lesser graded position.

City Council: The City Council of Douglas, Wyoming

Class: A group of positions sufficiently similar in duties, authorities, responsibilities and minimum requirements of training and experience so that the same title and pay grade may be assigned to each position in the group.

Classification Plan: Determination of the proposed pay grade range of a position based on the duties performed, authority and responsibility exercised, and the pay grade range of comparable positions.

Compensation: Salary, wages, fringe benefits, and all other forms of valuable consideration, earned by or paid to any employee for service in any position.

Compensatory Time: Time off given in lieu of overtime pay at the rate of one and one-half hours of compensatory time for every hour worked in excess of the normal work period or authorized time worked by an employee called out after the regularly scheduled work day.

Complaint: The right of a regular employee to grieve a condition of employment.

Demotion: Movement of an employee from one pay grade or pay step within a grade to another pay grade or pay step within a grade, having a lower pay rate.

Disciplinary Action: Effective procedures taken by the City Administrator, Department Head, or supervisor against an employee for cause, including but not limited to counseling, reprimand, suspension, demotion, transfer, reassignment, or discharge.

Disciplinary Action Appeal: The right of a regular employee to appeal a disciplinary action involving, but not limited to counseling, reprimand, suspension, demotion, transfer, reassignment or discharge.

Discrimination Complaint: An employee who believes that he or she has been denied equal employment opportunity or equal treatment because of race, color, creed, national origin, sex, disability, handicap or other protected classification by law, has the right to file a complaint with the City Administrator.

Eligible: An applicant or employee who has the evaluation requirements of one or more classes of work.

Employee: A person occupying a position in the organization, or a person who is on authorized leave of absence and whose position is being held for him pending his return.

Evaluation: A written appraisal of work performance of an employee designed to inform management and the employee of the manner in which he is meeting established work standards and to offer constructive suggestions for improvements.

Examination: The entire evaluation procedure through which an applicant for a position must go.

Exempt Employee: An employee who is classified as “administrative,” “professional,” or “executive” under the Fair Labor Standards Act and who is not covered by required overtime provisions of that Act.

Family: Relatives by blood or by marriage including an employee’s current spouse, parent, parental surrogate, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, step-parent, grandparent, child, step-child, grandchild, son-in-law and daughter-in-law.

Full-time Employee: An employee who works the normal work week as established by the City Council.

Grievance: A dissatisfaction expressed by an employee (or employees) with some phase of his/her (their) work or working conditions, for which specific procedures for resolution have been provided. (See Complaint)

Gross Base Compensation: That salary normally paid to the employee on a regular periodic basis excluding overtime, bonus, longevity, uniform, or vehicle allowances, expense reimbursement, FICA contribution on employer contribution to a deferred compensation plan, or any other infrequent amount.

Immediate Family: Relatives by blood which includes an employee's current spouse and children, parents, parental surrogates, sister(s), brother(s), grandparents or grandchildren.

Merit Increase: An increase in salary based on exemplary job performance.

Meritorious Performance: Performance by an employee judged to be above the satisfactory standards of quality and quantity met by people in the external labor market doing the type of work under consideration.

Non-Exempt Employee: An employee who is covered by the provisions of the Fair Labor Standards and who is therefore eligible for overtime for hours worked in excess of the normal work week or work period.

Overtime: Authorized time worked by an employee in excess of the scheduled work period or authorized time worked by an employee called out after the regularly scheduled work day.

Parental Surrogate: That individual or individuals primarily responsible for rearing the employee.

Part-Time Employee: An employee whose work week is less than the normal work week as established by the City Council.

Pay Grade Range: The establishment of a pay level for positions of comparable competency and authority, which include the appropriate pay steps for those positions.

Pay Plan: The schedule of pay grades and steps established for all job classifications in the City.

Position Classification: The assignment of a position or group of like positions to a class and pay grade on the basis of nature, complexity and responsibility of the work.

Probationary Employee: A new, promotional or transferring employee who is considered to be on probationary status for no less than six (6) months of employment with the City. (Res. 1379, 10-23-06)

Probationary Period (Promotion): The six (6) month probationary period following a promotion from a regular position, during which the employee is serving on a trial basis. (Res. 1379, 10-23-06)

Probationary Period (New Hire): The period of time immediately following original appointment of a new hiree to a regular position during which the employee is without benefit of regular status or appeal rights. Probationary employees must serve a minimum of six (6) months probation; extended only by written authorization from the City Administrator. Person employed as temporary personnel are not credited as having served probationary time while employed in these temporary positions. (Res. 1379, 10-23-06)

Probationary Status (New Hire, Promotion, Transfer): The six (6) month minimum period during which a newly hired, promoted or transferred employee must demonstrate ability to satisfactorily perform the duties of the position for which hired and to demonstrate ability to work cooperatively with other employees. (Res. 1379, 10-23-06)

Promotion: Movement of an employee other than by reclassification from a position in one class to a position in another class for which a higher pay range is prescribed.

Reassignment: A change of any employee other than by reclassification from a position in the same department where there is no change in grade level or salary.

Reclassification: The reassignment of an existing position from one class to a different class, either at the same or different grade level, based upon a review of the duties and responsibilities of the position.

Reduction-in-Force (Lay-off): The removal of an employee because of lack of work, lack of funds, abolishment of position, or other causes that do not reflect unfavorably on the employee.

Regular Employee: An employee in a regular budgeted position who has completed a probationary period, has been approved for regular status and who is eligible for all privileges and benefits provided by the City.

Regular Status: The designation achieved by an employee upon successful completion of the probationary period for new hires.

Reinstatement: The action by which an employee after terminating employment is reemployed by the City.

Retirement: The termination of an employee who has elected retirement for some legitimate reasons, such as age or health.

Salary Increment: A pay adjustment as defined by Council action or the Adopted City Budget.

Salary Increment Date: The date of pay adjustment based upon completion of the probationary period, a promotion, reclassification, change to lower grade or an outstanding performance award.

Scope of Duties: Performing any duty which the City requests, requires or authorizes a City employee to perform regardless of the time and place of performance. (Rev. 1-06)

Seniority: Length of continuous, uninterrupted service with the City of Douglas.

Separation: The end of employment of an employee due to resignation, dismissal, retirement, layoff or other reasons.

Service Computation Date: The date from which all employment periods are considered as consecutive. A computed date which is established to reflect all periods of employment with the City as continuous even though the employee may have breaks in employment. The entrance date and the service computation date are the same when an employee does not have a break in service.

Step or Pay Step: A single rate of pay within a pay grade for each classification.

Suspension: An involuntary absence with or without pay imposed on an employee for disciplinary or investigative reasons.

Temporary Employee: An employee hired to fill a non-continuing or seasonal position.

Temporary Position: A position in which the employee is regularly scheduled to work forty hours or less per week but for a period of time generally not to exceed one year.

Temporary Status: The designation of an individual occupying a position (to include contract employees), in which the employee does not accrue the benefits or rights of an employee in regular status. This means the City does not pay for health or life insurance and the employee does not accrue sick or annual leave.

Termination: Permanent separation of an employee from the City employment rolls, resulting from death, discharge, layoff, resignation or retirement.

Transfer: The changing of an employee from one position or class of work to a different position or class of work at the same pay grade between departments or assigning an employee from one department or division to another without changing the employee's pay.

Vacancy: An authorized position which is not occupied.

Work Week: The hours of 12:01 a.m. Monday morning until midnight Sunday night.

D. PERSONNEL RECORDS

1. All data relating to employee status, performance and qualifications will be kept in the confidential files of the City Administration Office along with any other employee information that the City Administrator and Department Head shall deem necessary. These shall be considered the "official" records, and all pertinent information received by the various departments shall be forwarded to the City Administration Office.
2. An employee may view his personnel file at any time during normal working hours in the presence of a member of the Administrative Staff. Any change in status, such as change in address, telephone number, number of dependents, marital status, education achievements, etc., should be reported immediately to the City Administrator's office through the employee's Department Head. Of particular note are changes in the employee's skills, ability, knowledge and/or qualifications, for it is in part upon this information that decisions are made concerning eligibility for promotion.
3. The City Administrator may verify to a prospective employer of a present or former employee the dates of such individual's employment with the City, or the latest or last position title held, or whether or not the employee is eligible for rehire. No other information concerning an employee shall be released to prospective employers, collection agencies, credit bureaus, etc., unless the City has written authorization from the employee or former employee to provide such information. (Res. 1379, 10-23-06)
4. Hard copy of former employee personnel files may be destroyed after microfilming. Applications for employment over two years old and not renewed by the applicant may be destroyed.
5. Access to personnel files shall be restricted to the employee, the Human Resources Officer, the City Administrator, and management with a "need to know", as authorized by the City Administrator. Files are the property of the City of Douglas.

6. An employee or former employee who wishes to obtain copies of material from his/her personnel file may do so during regular working hours and at the convenience of the Human Resources Officer. The City reserves the right to charge for copying of material.

E. SERVICE RECORD

An employee's service record begins with his date of employment. The service record will include employee identification, service computation date, appointment status, employment history and leave without pay periods, as well as other pertinent information.

THE CLASSIFICATION PLAN

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II. THE CLASSIFICATION PLAN

A. PURPOSE

Position classification is a system of identifying, describing and classifying different kinds of work. Positions which are approximately equal in complexity and responsibility and which require the same general qualifications are grouped together under the same job title. The Classification Plan consists of written class descriptions or specifications setting forth the duties and responsibilities of each class and the qualifications necessary for appointment.

B. DEFINITIONS

Classification: The assignment of a new position to an appropriate class on the basis of the nature and level of duties and complexity of responsibility.

Class Specification: The official, written description of typical duties, responsibilities and qualifications requirements of positions included in each class, based on job analysis results. Class specifications shall be descriptive and explanatory, but not restrictive. They shall describe the more typical types of work and responsibilities which characterize the class, but shall not be construed to restrict the assignment of other duties or responsibilities related to the class.

Class Title: The title of a class shall be the official title of every position allocated to that class, and is intended to provide a brief, but descriptive name for positions in the class. By using the class title on payrolls, budget documents, personnel reports and other official forms and reports dealing with positions or personnel, a common understanding of the positions will be provided. For internal administrative convenience, operating departments may use other informal working titles for their positions.

Class Code: A numerical reference for each class specification, appearing in the upper right hand corner of the class specification. The first two numbers of the four digit code are analogous to the departmental budgetary account numbers – for example: Positions in General Government, Administration, Account #102, are denoted by “12” on the class code (0’s have been omitted). The last two numbers of each class code are categorical reference numbers:

- 00-09...Executive and Departmental Head
- 10-19...Clerical Support
- 20-29...Financial Support
- 30-39...Technical assistance and regulations
- 40-49...Construction and maintenance
- 50-59...Public protection and order

The codes are not continuous numbers, permitting the future inclusion of new classes as they become necessary due to the changing organizational patterns of the City. The class code numbers serve to identify classes, without using the class title, in personnel and other manual or automated data system. The class codes bear no relationship to pay rates, but serve only to identify a particular class title and to locate it within an occupational series.

Job Description: An individual description of the duties and responsibilities associated with a specific position to be performed by a single employee. Position Description Questionnaires, completed by position incumbent and/or supervisor, are used to obtain job description information.

Position: The basic unit of organization, a group of duties and responsibilities performed by one or several persons. A position may be occupied or vacant, full-time or part-time, temporary or regular.

C. INTERPRETATION OF CLASS SPECIFICATIONS

1. **Content:** Each class specification shall contain a class title, class code, general statement of duties, nature of supervision received and exercised, examples of work performed, and minimum qualifications desired in knowledge, skills and abilities as well as education and experience. In outlining the knowledge, abilities and skills which are desirable for applicants for position in the class, they are considered as prerequisites to successful performance of the work of the class. Any tests given for entrance into the class would be based upon these sections.
2. The class specification shall be descriptive and explanatory but not restrictive. They should be interpreted in their entirety and in relation to others in the class plan. They shall be designed to indicate the kind of positions that are allocated to the several classes, as determined by their duties and responsibilities. They shall not be construed as declaring what the duties or responsibilities of any position shall be, nor shall they be construed as limiting or modifying the authority of supervisor or management to take from, add to, eliminate entirely, or otherwise change the duties and responsibilities of a position, or to assign duties or delegate responsibilities to employees, or to direct and control their work.

D. ESTABLISHMENT

New classes are recommended by the City Administrator for presentation to the City Council. A new class is established through City Council action or acceptance of the City's budget. The position resulting from this action may only be filled with the approval of the City Administrator.

1. Placement Within Positions

Positions of the City shall fall within the classifications prescribed by the City Council. Final decisions with respect to the placement of employees in steps, grades and classification plan shall be made by the City Administrator.

2. New Positions

No one shall be employed by the City to fill a position within any classification or grade not included in the classification plan, until the classification plan has been officially amended to include such classification or grade.

E. MAINTENANCE OF THE CLASSIFICATION PLAN

1. Reclassification

- a. When the assignment of any employee has changed substantially and identifiably as to kind or level of work, the Department Head shall be responsible for informing the City Administrator. The City Administrator shall determine whether the position has changed sufficiently to warrant reclassification, subject to reconsideration procedures herein.
- b. An employee may request the Department Head to review his/her position description if the employee is dissatisfied with the classification.
- c. The City Administrator may, at any time, or on a periodic basis, review a position or series of positions. The review to be made, and any proposed amendments with regards to employees classification or to steps, grades, salaries and salary ranges, shall conform to the principle that personnel having essentially the same or similar duties, responsibilities, authority and character of work are to be included within the same classification. Subsequent amendments shall be submitted whenever factual data, including information regarding the relevant labor market and studies thereof, indicate the necessity for changes in the classification plan.

2. Request for Reconsideration

If the Department Head or the employee affected is dissatisfied with the classification decision, he/she may, within ten (10) calendar days of receipt of the classification decision, submit a written request for review to the City Administrator. The City Administrator will respond to the Department Head's or employee's request within ten (10) calendar days of its receipt.

3. Work Out of Class

If an employee is detailed to a vacant position in a higher class on a temporary or acting basis, he/she shall receive the beginning salary of the position to which assigned beginning on the first (1st) day.

F. JOB DESCRIPTIONS: AN APPENDIX TO THIS MANUAL

All job descriptions for all positions within the City, as allowed in the budget, or as approved by the City Council, shall be attached to this manual, and will be contained in Appendix "A".



Equal Employment Opportunity

City of Douglas is an Equal Opportunity Employer that does not discriminate on the basis of actual or perceived race, creed, color, religion, alienage or national origin, ancestry, citizenship status, age, disability or handicap, sex (including pregnancy, gender identity, and sexual orientation), marital status, veteran status, genetic information, arrest record, or any other characteristic protected by applicable federal, state or local laws. Our management team is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities and general treatment during employment.

Accommodations for Individuals with Disabilities: City of Douglas will make reasonable accommodations, as required by law, for the known physical or mental disabilities of an otherwise qualified applicant or employee, unless doing so would impose an undue hardship upon the City of Douglas's business operations. An accommodation is not reasonable if, even with the accommodation, the employee is unable to perform essential job duties in a manner that would not endanger the employee's health or safety of the employee or others.

Any applicant or employee who believes they require an accommodation in order to perform the essential functions of the job should contact the Company Recruiter to request such an accommodation. Employees should specify what accommodation they need to perform the job and submit supporting medical documentation explaining the underlying physical or mental disability and the basis for the requested accommodation. City of Douglas then will review and analyze the request, including engaging in an interactive process with the employee or applicant, to identify if such an accommodation can be made. City of Douglas will evaluate requested accommodations, and as appropriate identify other possible accommodations, if any. The employee will be notified of City of Douglas's decision regarding the request within a reasonable period. City of Douglas treats all medical information submitted as part of the accommodation process in a confidential manner.

City of Douglas will endeavor to accommodate the sincere religious beliefs of its employees to the extent such accommodation does not pose an undue hardship on City of Douglas's operations. If employees wish to request such an accommodation, they should contact their immediate supervisor.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of their immediate supervisor or their next level Manager. City of Douglas will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. If employees feel they have been subjected to any such retaliation, they should contact their immediate supervisor or their next level Manager. To ensure our workplace is free of artificial barriers, violation of this policy including any improper retaliatory conduct will lead to discipline, up to and including discharge. All employees must cooperate with all investigations.



Sexual Harassment

It is City of Douglas's policy to prohibit harassment of any employee by any supervisor, employee, customer, or vendor on the basis of sex or gender. The purpose of this policy is not to regulate personal morality within City of Douglas. It is to ensure that at City of Douglas all employees are free from sexual harassment. While it is not easy to define precisely what types of conduct could constitute sexual harassment, examples of prohibited behavior include unwelcome sexual advances, requests for sexual favors, obscene gestures, displaying sexually graphic magazines, calendars, or posters, sending sexually explicit e-mails, text messages and other verbal or physical conduct of a sexual nature, such as uninvited touching of a sexual nature or sexually related comments.

Depending upon the circumstances, improper conduct also can include sexual joking, vulgar or offensive conversation or jokes, commenting about the employee's physical appearance, conversation about one's own or someone else's sex life, or teasing or other conduct directed toward a person because of their gender which is sufficiently severe or pervasive to create an unprofessional and hostile working environment.

If the employees feel they have been subjected to conduct which violates this policy, they should immediately report the matter to **their direct supervisor**. If unable for any reason to contact this person, or if the employee has not received a satisfactory response within five (5) business days after reporting any incident of perceived harassment, the employee should contact their **next level Manager**. If the person toward whom the complaint is directed is one of the individuals indicated above, the employee should contact any higher-level manager in their reporting hierarchy. Every report of perceived harassment will be fully investigated, and corrective action will be taken where appropriate. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. In addition, City of Douglas will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If the employees feel they have been subjected to any such retaliation, they should report it in the same manner in which a claim of perceived harassment would be reported under this policy.

Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including discharge. All employees must cooperate with all investigations.

Exhibit C



Non-Harassment

It is City of Douglas's policy to prohibit intentional and unintentional harassment of any individual by another person on the basis of any protected classification including, but not limited to, race, color, national origin, disability, religion, marital status, veteran status, sex (including pregnancy, gender identity, and sexual orientation), or age. The purpose of this policy is not to regulate our employees' personal morality, but to ensure that in the workplace, no one harasses another individual.

If the employee feels that he or she has been subjected to conduct which violates this policy, he or she should immediately report the matter to **their direct supervisor**. If the employee is unable for any reason to contact this person, or if the employee has not received a satisfactory response within five (5) business days after reporting any incident of what the employee perceives to be harassment, the employee should contact **their next level Manager**. If the person toward whom the complaint is directed is one of the individuals indicated above, the employee should contact any higher-level manager in his or her reporting hierarchy. Every report of perceived harassment will be fully investigated, and corrective action will be taken where appropriate. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. In addition, City of Douglas will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If the employee feels he or she has been subjected to any such retaliation, he or she should report it in the same manner in which the employee would report a claim of perceived harassment under this policy. Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including discharge. All employees must cooperate with all investigations.

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V. EMPLOYMENT

A. RECRUITMENT

1. Eligibility for Employment

Applicants shall be eligible for employment with the City of Douglas when they possess the legal requirements (if any), as contained in the position specification and are able to perform the essential duties of the position.

2. Announcement of Vacancies

- a. When a vacancy occurs in a department, the designated Human Resources Officer shall be consulted regarding posting of the vacancy. All positions shall be posted in-house for a period of two weeks, either prior to or concurrent with external posting.
- b. Recruitment and promotional announcements shall be publicized in the manner that the Human Resources Officer shall deem appropriate for attracting an adequate number of qualified applicants and may include utilization of Employment Resources of Wyoming (formerly Job Service), regional publications, or other resources.
- c. The announcement shall include, but not be limited to, the title and monthly salary of the position, the minimum recommended preparation for employment, examples of essential job duties and the time and place for making applications. All recruiting notices and other publicity material concerning position vacancies shall explicitly state that the City is an equal opportunity employer.

3. Applications

Applications shall be made on forms provided by the City and shall be available at the City Administration office. All applications must be dated and signed by the applicant in order to be considered.

4. Applicant Screening

All completed employment applications are to be returned to the Human Resources Officer for screening to determine initial qualifications based on the position specification for said position. All qualified applications will be forwarded to the department for scheduling of interviews.

B. SELECTION

1. Examination Development

- a. The Human Resources Officer shall review and/or construct any testing to be used in selection of employees. This may include outside clerical testing, or construction of standard examinations for oral or written performance testing. Department Heads are free to develop and standardize examinations for positions desired. These examinations must be approved by the Human Resources Officer and a copy filed with Human Resources Officer prior to use by the department. Examinations which have been court certified for validity such as those administered through the POST certification process for law enforcement personnel do not require content review or filing with the Human Resources Officer.
- b. An examination for a position may be written, oral, a measurement of physical or psychological fitness or prowess or any combination thereof. Examinations shall consist of material that tests fairly and equally the ability of an applicant to perform effectively the essential duties of the position for which the examination is given.

2. Selection

- a. A background investigation shall be conducted for all candidates prior to employment. This may include a reference check and a police check. Police department employees may be subject to a polygraph examination as part of their selection process.
- b. The Department Head or selection board will interview eligible applicants and determine which candidate best meets the position requirements. Written comments and rating of all candidates shall be attached to candidate's application and forwarded to City Administrator for approval of all hiring decisions. This information is then filed with the Human Resources Officer.

3. Method of Filling Vacancies

Whenever a job vacancy occurs in any existing job classification, the requesting Department Head shall consider filling vacancies in the following order:

- a. Reinstatement of an employee who has lost his position due to reduction in force.
- b. Transfer, if qualified and approved by the Department Head(s).
- c. Promotion.

- d. Re-employment of former employee eligible for rehire.
- e. Temporary employees who are qualified for permanent positions.
- f. Outside applications.

4. Notification of Examination Results

All applicants shall be notified of the results of the selection process within a reasonable time following final selection.

5. Reasons for Non-Selection

The applicant may be found to be ineligible for a given position for a variety of reasons including, but not limited to:

- a. Lacking the announced minimum legal qualifications for the position;
- b. Being physically or mentally unable to perform the essential functions of the position and there is no reasonable accommodation that would permit the individual to perform the essential functions of the job;
- c. Failing to meet the minimum selection criteria as established for the position to include all types of tests and standards including safety requirements, lifting requirements, vision or hearing requirements and any variety of written or oral employment tests;
- d. Being under the age limits established by the City to conform with State and Federal Laws;
- e. Having a record of unsatisfactory employment, as evidenced by the results of a reference check;
- f. Having used or attempted to use political influence or bribery to secure an advantage in gaining appointment to a position in the City;
- g. Having made false statements of any material fact or having practiced or attempted to practice deception or fraud in his/her application;
- h. Having used unauthorized access to information concerning the contents of an examination;
- i. Having failed a physical or psychological exam administered after a conditional offer of employment had been made to the candidate.

6. Medical Examinations as Condition of Employment

- a. Pre-employment medical or psychological tests may be given only after a conditional offer of employment has been made to a particular individual. Ultimate employment can be conditioned on successfully passing a medical or psychological exam.
- b. Post-offer medical and psychological exams must be given to all offerees in the same job category.
- c. Physical agility tests are not medical exams and may be given at any time in the employment process, provided they are required of all applicants and are job related and consistent with business necessity.
- d. Pre-employment drug screens are not medical exams and may be required at any time in the employment process.
- e. Refusal to submit to a medical examination, when required, prior to appointment, shall be grounds for rejection. All medical information obtained about any applicant shall be kept strictly confidential.

7. Nepotism Policy

In recruiting persons for employment, the applicant most qualified to perform the duties of the classification should, without exception, receive the offer of employment. Supervisors, including elected officials, shall not hire members of their immediate families for positions which would place these relatives in an immediate subordinate position. These restrictions do not preclude referral of related persons for employment consideration.

C. APPOINTMENT

1. Initial Hiring

The Department Head shall notify selected applicant of decision and arrange for starting date. Employee will meet with Human Resources Officer for orientation and explanation of benefits, personnel policies, grievance procedures, etc. Supervisors shall be responsible for providing initial job training, explanation of safety procedures and policies of the work area. Each new employee shall receive a copy of these rules and shall indicate receipt and understanding by signature. Orientation shall be provided on an on-going basis as policies and procedures are created, revised or updated.

2. Temporary Appointments

Temporary appointments for short term employment may be made from current employment applications. If no applicants exist, the City Administrator may certify the temporary appointment of any qualified individual. A temporary appointment shall be limited to a total of twelve (12) months. At the end of twelve (12) months, if the temporary need still exists, a new request is to be submitted to the City Administrator by the Department Head.

3. Temporary Replacement Appointments

When an employee is granted military, disability or maternity leave, the Department Head may request a temporary replacement. If the appointment is made, the appointee is to be informed that the appointment shall be limited to the length of leave granted to the regular employee.

4. Transfers

A transfer is a move from a position in one organizational unit to another without a change in grade. Transfers shall not be accomplished unless there is an existing vacant position into which an employee can be placed. No person shall be transferred to a position for which he or she does not possess the requisite qualifications.

5. Promotions

The Department Head may request the promotion of a qualified employee, where a vacancy exists, and the City Administrator concurs. Promotions must involve a definite increase in duties and responsibilities and shall not be made merely to effect an increase in the employee's compensation.

6. Re-Employment

An employee who separates in good standing is eligible for re-employment consideration. Re-employment is solely at the discretion of the City. If re-employed, the employee will begin accrual of benefits at the time of rehire. No benefits shall be provided retroactively.

D. PROBATIONARY PERIOD

1. Purpose

The probationary period is an integral part of the examination process, utilized by the City to train and aid the new, promotional or newly transferred employee in adjusting to the position, and to dismiss any probationer whose work performance fails to meet required work standards. During a new employee's

probationary period, no disciplinary action taken by the Department Head or the City Administrator is subject to the appeal process.

2. Duration

- a. Except as provided otherwise by City Administrator action, all appointments shall be subject to a minimum probationary period of six (6) months of actual service. Any approved leave without pay taken during the probationary period will extend the probationary period proportionately. (Res. 1379, 10-23-06)
- b. Sworn law enforcement officers and police departmental dispatchers shall be considered to be on probation until the successful completions of a prescribed course of training at a certified law enforcement training facility and the completion of twelve (12) months of employment with the City.

3. Probationary Employee Evaluation

- a. Probationary employees shall be evaluated upon completion of the probationary period. This evaluation shall be written. (Res. 1379, 10-23-06)
- b. If, at any time during the probationary period, the Department Head and/or City Administrator determines the employee will not pass the probationary period, said Department Head and/or City Administrator shall effect dismissal in the case of a new employee, or reassignment to lower level position in the case of a promotional or transferred employee, subject to position availability. (Res. 1379, 10-23-06)

4. Action by End of Probationary Period

- a. Upon satisfactory completion of an employee's probationary period, the employee shall be placed in regular status and shall be eligible for a salary increase according to the provisions of the salary structure.
- b. Unsatisfactory completion of the probationary period shall be cause for termination of the probationary employee or reassignment of the promotional employee, if a position is available.

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VI. COMPENSATION

A. PURPOSE AND DESCRIPTION

The pay plan shall apply to all positions in the City service except elected officials and council-appointed positions. The purpose of the pay plan shall be to provide and maintain a uniform, equitable system of compensation. The basic policy on compensation shall be to establish a level of pay and fringe benefits which will enable the City to recruit and retain capable employees.

1. Purpose

The compensation Plan shall be designed to:

- ◆ Provide equal compensation for equal work.
- ◆ Reflect changes in labor market conditions requiring adjustments in compensation.
- ◆ Establish pay and fringe benefits comparable to public and private employers in the appropriate labor market.

2. Conducting Surveys, Evaluating Results and Developing Recommendations for City Council

- ◆ The City Administrator shall, from time to time, make pay surveys in the appropriate labor market to determine comparable wage levels.
- ◆ The City Administrator may propose to the City Council recommended changes in the pay plan whenever such changes are deemed necessary.

B. FREQUENCY AND COMPUTATION OF PAY

1. Normal Pay Period

There are twenty-six (26) pay periods in each work year.

Pay Periods are two weeks in duration, beginning at 12:01 a.m. on Monday and ending two weeks later at 12:00 p.m., Sunday. Paychecks shall be delivered to the employee's designated work area within five (5) days after the pay period ends, unless employee has opted to participate in the payroll direct deposit option. If payday falls on a holiday, checks shall be issued on the last working day prior to the holiday.

2. Effective Date for New Hires and Pay Changes

The effective date for any pay change shall be the first day of the pay period in which the change occurs. New hires and promotions will be effective the first day of the pay period if possible.

3. Recording of Work Time

Time Sheets

Time Sheets shall be submitted to the City Administrator's Office on the Monday morning following the end of the pay period as described in Section B(1) above. Time sheets shall be completed by each employee and verified by the Supervisor and/or Department Head.

The following policy applies to the recording of regular time, overtime, vacation leave, sick leave or leave without pay:

- ◆ On the hour to 10 minutes past the hour – no time credited.
- ◆ 11 minutes past the hour to 24 minutes past the hour – 15 minutes of time credited.
- ◆ 25 minutes past the hour to 40 minutes past the hour – 30 minutes of time credited.
- ◆ 41 minutes past the hour to 50 minutes past the hour – 45 minutes of time credited.
- ◆ 51 minutes past the hour to the hour – one hour of time credited.

4. Compensable Time

If a non-exempt employee is "suffered or permitted" to work, even though not instructed or required to do so, the time spent is compensable time, or hours worked. Paid time off due to vacations, holidays or sick days is not counted as hours worked for purposes of ascertaining overtime liability.

C. RATES OF PAY

1. Upon Original Appointment

- ◆ No employee shall be assigned to a salary grade not in conformance with the salary schedule.

- ♦ The minimum rate of pay for a job class shall be paid upon original appointment unless otherwise approved by the City Administrator, provided that no employee shall receive less than the minimum rate for his/her classification.

In order to attract and retain qualified employees, the City Administrator may enter into employment contracts with employees which provides for housing stipends, training opportunities or other incentives in exchange for an agreement to continue employment for a period of years or be subject to payment of liquidated damages for early departure. (Res. 1418, 03-12-07)

2. Upon Promotion

When an employee is promoted to a vacant position within his/her department at a higher level, the rate of pay shall be changed as follows:

- ♦ If the pay received in the lower grade is below the minimum step of the grade for the class to which promoted, the employee's pay shall be increased to the minimum step of the new grade.

3. Upon Transfer

When a transfer occurs, within either the same class or pay grade, an employee's rate of pay shall remain unchanged.

4. Upon Demotion

When an employee is demoted to a lower step within a grade or to a position in a lower grade, the employee's rate of pay shall be determined by the Appointing Authority.

5. Upon Reclassification of Position

When an occupied position is reclassified, the incumbents' salary increment dates shall not change. The employees' rate of pay shall be adjusted as follows:

- ♦ To a class of higher pay: The incumbent employee shall be placed in the same step in the new grade as the employee was placed prior to reclassification.
- ♦ To a class of the same pay: The incumbent employee's pay shall remain unchanged.
- ♦ To a class of lower pay: If the incumbent's pay in the higher pay grade is above the minimum step of the lower pay grade, the employee's pay shall remain unchanged.

6. For Regular Part-Time Employees

Regular part-time employees shall be paid in accordance with the same salary schedule as regular full-time employees.

7. For Temporary Employees

- ◆ If the position is assigned to a class with a regular grade, temporary employee shall be paid the minimum rate for that pay grade.
- ◆ If the position is assigned to a temporary seasonal class, employees shall be paid according to a temporary pay plan.

D. SPECIAL PAY PROVISIONS

1. Overtime Pay

The following provisions apply unless superseded by Federal, State or Local Law:

- ◆ Unless exempted under the Fair Labor Standards Act, all employees are entitled to overtime compensation at the rate of one and one-half times their normal hourly rate of pay. Executive, administrative and professional employees and employees of city-operated recreational facilities are exempt from overtime.
- ◆ Hours worked in excess of the normal work period or hours worked when an employee is called back for unscheduled work as defined in Section VI(D)(3) of this Manual (see below) shall be considered as overtime. The normal work period, unless noted, shall be forty (40) hours per week.
- ◆ Employees of the Police Department engaged in Public Safety activities will have overtime computed on a work period of twenty-eight (28) consecutive days. Covered Police Department employees will be paid overtime at the one and one-half times the regular rate for hours worked in excess of 171.0 within each 28 day period.
- ◆ Temporary, seasonal employees, not employed by the City recreation facilities, are entitled to overtime. Employees of the City swimming pool are not entitled to overtime.
- ◆ A Department Head must authorize overtime work before it is performed. (Res. 1471, 8-27-07)

2. Holiday Pay

City employees, with the exception of Law Enforcement personnel who work on a regularly scheduled holiday shall receive eight (8) hours straight time pay for the holiday plus time and one-half for all the time actually worked. For half day holidays, employees shall receive four (4) hours straight time pay for the holiday plus time and one-half for all time actually worked. Law Enforcement personnel receive additional vacation accrual in lieu of holiday pay as outlined in Section IX(A) and (B) of this Manual. (Res. 1471, 8-27-07)

Any employee who, as an “essential service” employee, is required to work on a specially declared holiday due to blizzard or other natural disaster necessitating the closure of City offices, shall receive straight time pay for hours worked plus additional vacation accrual equal to all time actually worked during said closure. This policy applies to all employees, including Law Enforcement personnel. (Res. 1471, 8-27-07)

3. Call Out Pay

When an employee is called out for overtime work, all work performed shall be at the regular overtime rate. Two (2) hours pay at the overtime rate shall be guaranteed at a minimum if the call-out does not immediately precede or follow a regularly scheduled shift. A call-out requiring more than two hours will be paid based on actual hours worked. A call-out is defined as the employee having to come from home or elsewhere in order to report to work and not immediately precede or follow a regularly scheduled shift. If while on a call-out, the employee is sent to an unrelated problem area, that too is part of the initial call-out. Only when the employee returns home and is out of the service and called out again does he accrue another minimum two hours of overtime pay per day. (Res. 1471, 8-27-07)

4. On-Call Status; Compensation

On-Call Status Definition:

On-call status means that an employee is required to remain within the immediate response area, must leave a telephone number where he/she can be reached or carry a pager or radio, and must be able to respond to work within a reasonable period of time if contacted. The employee is prohibited from using alcohol or any controlled substance during his/her on-call status but is otherwise free to pursue personal activities.

◆ Public Works Department:

Non-exempt Public Works Department employees who are on-call for weekend duty will receive two hours of overtime per day for being on call plus overtime pay for time actually worked on that date.

♦ Police Department:

Non-exempt Police Department employees who are on call during State Fair or at other times as designated by the Chief of Police shall receive two hours of overtime per day for being on call plus overtime pay for time actually worked on that date.

5. Holiday Pay – Public Works Department

A public works employee receives three hours of overtime pay for being on-call on a holiday. Hours actually worked on a holiday are paid at the standard time and a half rate.

6. Compensatory Time

A non-exempt employee may be given compensatory time off in lieu of monetary overtime compensation. The compensatory time shall be earned at the rate of one and one-half hours for each hour of overtime.

An employee shall be given the option of taking overtime or compensatory time. Failure of an employee to express an unwillingness to accept compensatory time will assume an agreement to accept such compensatory time.

Employees employed in public safety or seasonal activities can accrue up to 480 hours of compensatory time. Other non-exempt employees can accrue up to 240 hours of compensatory time.

An employee has the right to use some or all of any accrued compensatory time within a “reasonable period” after requesting such use, provided that it does not unduly disrupt the City’s operations and provided that the Department Head approves such leave.

At the time of termination, an employee shall be paid for unused compensatory time based on the average regular rate for the employee’s last three years of employment, or the employee’s regular rate of pay at the time of termination, whichever is greater.

E. STEP PROGRESSION WITHIN THE PAY PLAN

1. Performance Appraisals

Department Heads or their designees shall prepare an annual performance appraisal on each employee under their jurisdiction. Performance appraisals are subject to appeal through the grievance procedure. Performance appraisals shall be in writing and shall be discussed in detail with the employee by his/her Supervisor.

Appraisals shall be based on the job duties and responsibilities of the employee's position as identified by the adopted position specification.

The Human Resources office will notify each operating department which of its employees are due annual appraisals thirty (30) days prior to the appraisal due date. The failure of the Department Head to return the performance appraisal form prior to the appraisal due date will result in a delay of a within-grade increase for affected employees.

A pay increase for an employee's performance shall be supported by an employee performance appraisal report. When proposing step increases for an employee, the Department Head shall present evidence that the employee, on his/her own initiative and by his/her own efforts and ability, is rendering service above the level of proficiency normally expected of the incumbent of the position.

When a regular employee's work is not satisfactory, the employee shall be made aware of deficiencies in performance and expectations for improvement. The Department Head shall notify the employee that he/she will be discharged or that he/she will be expected to return his/her performance to a satisfactory level within a given period of time or face discharge. Employees may be demoted to a step or grade having a lower pay rate upon Department Head recommendation.

An employee denied an increase may be granted such increase when supported by a new performance report showing an overall rating of 3.0 or better. A delayed increase will not be made retroactive. In the case of a delayed increase, the employee's anniversary date will be changed to reflect the date of the increase.

A step increase is **not** automatic. An employee performing work at, but not above, the level of proficiency normally expected of an incumbent, shall not be afforded an increase. (Section E-1 Revised per 02-17-11 memo & council action 2-28-11)

2. Normal Step Progression

An employee's normal progression from step one to step two is based on the completion of the probationary period (as defined in Chapter V, Section D-2). Thereafter, the normal progression is in accordance with the current pay plan subject to the continuation of exemplary, meritorious performance, as determined by the performance appraisal report submitted by the employer's supervisor. An advancement within the salary grade shall not be automatic, but shall be given annually on or after the anniversary date to any employee who achieves a gross aggregate ranking of 3.0 or better. Final advancement within a grade shall not go beyond the legal limits established for the class by the pay plan. (Revised per 02-17-11 memo & council action 2-28-11)

3. Employee Performance Benefit

The Employee Performance Benefit (EPB) program is an annual program (assuming funds are available) which rewards employees who meet a higher standard as determined by the annual performance appraisal. The EPB is a one time cash bonus to those eligible employees, not recurring. An employee who achieves a gross aggregate ranking of 3.75 to 3.99 on their Performance Appraisal will receive a one time cash payment of \$750. This is a fixed amount and not subject to Department Head discretion. An employee who achieves a gross aggregate ranking of 4.0 or better will receive a one time cash payment of \$750 to \$1,500, at the discretion of the reviewer, Department Head and Administrator. This payment would not be in addition to the original \$750. (Added per 02-17-11 memo & council action 2-28-11)

4. City Administrator Approval

The City Administrator shall have final authority on approval or disapproval of all step increases, and shall act on them after receipt of written recommendation from the Department Head. The City Administrator has the right to freeze all step pay increases and Employee Performance Benefits due to budgetary constraints. (Revised per 02-17-11 memo & council action 2-28-11)

5. Partial Step Increases

Supervisors and/or Department Heads may recommend partial step increases or two-step increases as circumstances warrant.

6. Department Head Increases

Department Heads are placed within salary ranges, rather than specific steps. As such, the amount of proposed increases for these employees are at the discretion of the City Administrator. (Revised per 02-17-11 memo & council approval 2-28-11)

7. Incentive Pay Option

Regular employees who are at the top of their grade and have at least ten (10) years of service, and who have been recommended for a step-increase according to the provisions of Section VI(E)(1) of this Manual, are eligible for either:

- a. An annual lump sum payment determined by their appraisal rating and length of service; or
- b. An increase in contributions to the deferred compensation plan, to be designated as employer's match, of two percent for a one year period, not to exceed maximum contribution limit allowed and defined by Internal Revenue Code section 457; Or (Res. 1379, 10-23-06; Amend: Res.1741, 8-13-12)

- c. Payment of the employee share of Wyoming Retirement System – benefits of two percent (2%) for a one year period, up to a maximum of fourteen and twelve one-hundredths (14.12%) of the total gross base compensation for public employees, or seventeen and two tenths percent (17.2%) of the total gross base compensation for law enforcement officers or dispatchers. (Amend: Res. 1741, 8-13-12)

Eligible employees may choose the option they prefer.

Conditions of Payment:

- a. Employees must have a gross aggregate ranking of 3.0 or better on their appraisal.
- b. Employees must have ten (10) or more years of continuous service.
- c. Regular part-time employees will receive a proportionate amount of the incentive pay.
- d. If an employee chooses the incentive pay rather than the additional contribution to deferred compensation/Wyoming Retirement, the payment check will be subject to all applicable payroll deductions and will be considered additional income. (Amend: Res. 1741, 8-13-12)
- e. For the lump sum incentive payment, the amount of payment will be based on two cents per hour per year for each year the employee has been employed, based on 2080 hours per year. Overtime worked by the employee is not included in the total.
- f. Under no circumstances will an hourly employee receive their payment during a pay period in which they have incurred overtime hours.
- g. Years of service are multiplied by \$41.60 to determine the lump sum amounts.
- h. Payment will be made as soon as practical after the employee's anniversary date. Payment will be limited to one payment per calendar year. (Revised per 02-17-11 memo & council action 2-28-11)

8. Education Incentive Pay

Any Department Head may request that education incentive pay be provided to the base compensation for employees within that department. Such education incentive pay is designed to encourage employees to obtain college degrees in areas that will enhance their work performance but that are not job requirements.

Upon written authorization of the City Administrator and budget allocation being provided, compensation increases will be allowed for employees who have

received Associates, Bachelors or Masters Degrees which are not required in the position specification for the employee's job but that nevertheless enhance that employee's ability to perform his or her job.

If implemented, such compensation will be provided to all employees within the department who have obtained a degree at compensation increases approved by the City Administrator. Any consideration of degree relevance to work and/or compensation amount shall be at the sole discretion of the City Administrator.

F. FRINGE BENEFITS

1. Insurance

◆ Health and Dental:

The City of Douglas provides group health and dental coverage for regular full-time employees. Employees shall be eligible to participate in basic health and dental plan benefits, either single or family coverage as appropriate. The City will pay the entire cost of single coverage and a fixed amount of the dependent coverage. Dependent insurance shares are deducted from an employee's paycheck the beginning of the month for which coverage is applied. The City of Douglas provides a group health and dental coverage for regular part-time employees at the single coverage rate. If the part-time employees would like to cover dependents, the dependent coverage would be at the employee's expense.

Appointed contractual employees (City Attorney, municipal judge, etc.) may, at the discretion of the City Council and subject to approval of reinsurance carrier, be allowed to participate in the City's fringe benefit programs including group health, dental and life insurance. Such contractual employee's, may or may not be responsible for payment of monthly premium, depending on City Council action.

◆ Life and Long Term Disability:

The City provides every regular employee with term life insurance in the amount of \$15,000 and the City Administrator and each Department Head with term life insurance equivalent to each position's annual salary. Single coverage is paid fully by the City. Family coverage can be obtained and will be paid by the employee or the City at its discretion, depending on budgetary conditions of the City. (Res. 1379, 10-23-06)

Long Term Disability insurance is provided to regular employees not covered by the Wyoming Retirement Law Enforcement System. This benefit is based on a percentage of the regular employee's monthly salary. (Res. 1379, 10-23-06; Amend: Res. 1741, 8-13-12)

◆ **Optional Life and Accident:**

The City provides the opportunity for eligible employees to purchase additional life or supplemental accident coverage if desired. The total cost of premiums is provided by the employee. Deductions are made from the employee's paycheck on a monthly basis.

No employee is required to take either the basic health insurance plan or the basic life insurance, however, when an employee does not take such insurance, that employee shall not be entitled to additional pay in lieu of said insurance. Employees are eligible for all insurance on the first day of the month following the date of hire.

2. Fitness Benefit

The City of Douglas will pay ten-dollars (\$10.00) per month, as a taxable benefit, towards a single or family membership at an approved local fitness facility. There shall be no limits set on the number of times the employee has to utilize the membership. The employee shall pay their portion to fitness facility and the City shall be billed for the remainder. This will also apply if the employee already holds a membership. Effective January 1, 2004, if the employee uses his/her membership an average of 10 times per month throughout the year, the City shall reimburse employee their portion of the membership in the pay check issued the second payroll in February. (Res. 1379, 10-23-06)

3. Retirement Benefits

a. Wyoming Retirement System – Public Employees

All full-time employees shall participate in the Wyoming Retirement System (W.R.S.) as enacted in Wyoming State Statute 9-3-401 through W.S. 9-3-452.

- (1) Each eligible employee shall pay into the W.R.S. account seven percent (7.0%) of his/her salary to fund benefits provided to public employees. The City may pay into the W.R.S. any amount of the employee's share of contributions as part of a total compensation package or as part of the Incentive Pay Option for top of grade employees as described in Section VI.E.(7) of this Manual.
- (2) Unless the City agrees to pay a higher amount as stipulated in F.3.a(1) above, the City shall pay into the account a contribution equal to seven and twelve one-hundredths percent (7.12%) of the salary paid to each of its eligible employees covered under the W.R.S Public Employee Pension Plan.

(3) Coverage begins on the date of hire. Employees may not revoke their participation in the W.R.S.

(4) The employee is responsible for FICA payment on both the employee and employer share of his/her retirement contribution.

(Added: Res. 1741, 8-13-12)

b. Wyoming Retirement System – Law Enforcement Officers

Police Department sworn officers and dispatchers participate in the Wyoming Retirement System (W.R.S.) as enacted in Wyoming State Statute 9-3-432, 2002.

(1) Each eligible law enforcement officer or dispatcher shall pay into the W.R.S. account eight and six-tenths percent (8.6%) of his/her salary to fund benefits provided to law enforcement officers. The City may pay into the W.R.S. any amount of the officer's share of contributions as part of a total compensation package or as part of the Incentive Pay Option for top of grade employees as described in Section VI.E.7 of this Manual.

(2) Unless the City agrees to pay a higher amount as stipulated in F.3.b.(1) above, the City shall pay into the account a contribution equal to eight and six-tenths percent (8.6%) of the salary paid to each of its eligible law enforcement officers and dispatchers covered under the W.R.S.

(3) Coverage begins on the date of hire. Employees may not revoke their participation in the W.R.S.

(4) The employee is responsible for FICA payment on both the employee and employer share of his/her retirement contribution.

c. Deferred Compensation

(1) Upon hire, full-time and part-time (not including temporary) employees are eligible to participate in the deferred compensation plan. For employees not covered by the Wyoming Retirement System, the City will contribute to the deferred compensation plan at the same percentage rate as that offered to full-time employees covered under either the W.R.S. Public Employee Pension Plan, or the W.R.S. Law Enforcement Pension Plan, whichever applies. Department Heads or other employees recommended by the City Administrator may be offered higher percentages as part of a total compensation package or as part of the incentive pay option for top of grade employees described in Section VI.E.7 of this Manual. (Amend: Res. 1741, 8-13-12)

- (2) Upon signing the Participation Agreement, the employee elects to participate in the plan and consents to the City of Douglas deducting the amount of Deferred Compensation specified in the agreement from the employee's compensation for each pay period. The employee agrees to defer the receipt of benefits provided under the deferred compensation plan until said employee retires, terminates service with the City, becomes totally disabled, or dies.
- (3) There is no vesting requirement for deferred compensation. The employee is entitled to 100% of the account balance upon withdrawal of funds regardless of length of time in the plan.
- (4) An employee may revoke his election to participate in the deferred compensation plan by signing and filing with the City a written revocation of participation. The revocation shall be effective on the first day of the next payroll period.
- (5) The employee is responsible for FICA payment on both the employee and employer share of his/her deferred compensation.

4. Worker's Compensation

All employees are covered under the Wyoming Worker's Compensation Act and are eligible for benefits if injured while on the job. See Section IX(E) of this Manual.

5. Longevity

All employees are eligible for a longevity bonus following three years of continuous service with the City. Longevity shall be paid at the rate of \$2 per month of service and shall be issued to employees with three years of consecutive service as of January 1 of each year. Checks shall be issued to all eligible employees in December. Employees who terminate employment prior to any longevity payment date are not eligible for benefits.

6. Membership in Professional Societies

At the discretion of the City Administrator, and upon approval by the City Council during adoption of the annual budget, a regular employee's membership dues in work-oriented professional societies may be paid by the City.

7. Legislated Benefits

The City, as required by State and Federal Law, provides contributions to the Federal Insurance Contributions Act (Social Security), Unemployment Compensation, and Worker's Compensation for employees.

8. Early-Retirement Health Insurance Coverage

Effective August 1, 1997, the City of Douglas will offer extended health and dental insurance coverage to retirees who meet the current eligibility standard and who are not yet eligible for coverage by Medicare.

Any employees seeking benefits for early retirement shall notify the City Administrator in writing at least 90 days prior to the intended retirement date.

Eligibility for Early Retirement Coverage:

Eligibility for early retiree health/dental benefits shall be as follows:

- a. Employee must be covered by the City group health insurance program at the time of retirement.
- b. Employee must have a combination of age and full-time service with the City of Douglas totaling 75 years. (Revised-Res. 1527, 4-28-08)

Coverage Provisions:

Benefits will be provided according to the schedule of benefits offered to all active employees of the City. Plan provisions are subject to change without notice to affected employees and retirees.

Formula for Benefit Coverage:

City participation towards the cost of the monthly premium payment for single or family coverage will be computed based on the following formula:

<u>Percentage</u>	<u>Combined Age & Years of Service</u>
50%	75
55%	76
60%	77
65%	78
70%	79
75%	80
80%	81
85%	82
90%	83
95%	84
100%	85 and above

(Revised-Res. 1527, 4-28-08)

Coverage Termination

Coverage for retired employees will cease when the retired employee reaches age 65 or becomes eligible for Medicare. Coverage for dependents will cease when the retiree becomes ineligible for continued coverage or when the dependent reaches age 65 or becomes eligible for Medicare.

COBRA Provisions for continued coverage

A thirty-six (36) month of continuation of benefits shall be available to a retiree's depended spouse and/or child who is covered under this program in the event of any one of the following qualifying events:

- a. The retiree's death
- b. Divorce or legal separation from the retiree.
- c. The dependent child's loss of eligibility to participate due to the retiree becoming eligible for Medicare Benefits.

The continuation of coverage is available under the Consolidated Omnibus Reconciliation Act (COBRA). 100% of the premium must be paid by the retiree or eligible dependent who qualifies because of any of the above listed qualifying events.

9. Voluntary Payroll Deductions

The City will from time to time be approached by insurance agents or other vendors who desire to provide optional benefit coverage for City employees through a voluntary payroll deduction. In order for any such plan to be established, the City must have sufficient interest in the program to justify the cost of doing the payroll deductions and the plan approval by the City Administrator. A minimum of ten (10) employees will be required in order for a payroll deduction plan to be established. It is the responsibility of the vendor to obtain the necessary enrollment forms and to maintain a level of ten (10) employees. Failure to maintain the minimum participation level may result in the elimination of the payroll deduction option for this plan.

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VII. CONDITIONS OF EMPLOYMENT

A. WORK WEEK

The normal work week for all employees shall be as scheduled by the Department Head providing that such schedules do not exceed the total regular work hours as provided in the pay plan.

The normal work week provision shall not be construed as a guarantee of a minimum or a maximum of hours per week or year. The normal work week can be modified in accordance with work requirements and in accordance with the financial condition of the City.

B. DAYS OFF

Full-time employees, except for Law Enforcement employees, shall have two specified days off per week. In case of emergency, or where required for the performance of essential public service, an employee may be required to work on the days he/she is normally off.

C. LIMITS ON CONTINUOUS HOURS OF WORK

With the exception of extreme emergency, to protect the health and welfare of an employee, the employee shall not be required to work more than two (2) shifts, or sixteen (16) hours, in a twenty-four hour period.

D. ATTENDANCE

An employee must report promptly for work in accordance with shift schedules and maintain a good attendance record on the job. If an employee will be absent from work for any reason, a request for leave form must be submitted to the employee's supervisor for approval.

E. MEAL PERIOD

Non-uniformed employees shall be granted an unpaid lunch period during each work shift. This lunch period shall be one (1) hour in duration. Exceptions to this provision may be made by the City for the sake of efficiency of operations. An employee required to remain at his/her work station during his/her lunch period shall be considered on compensable time unless the employee is completely relieved of all duties during the period.

F. USE OF CITY PROPERTY

No City employee shall use any property, equipment, vehicle or any other City-owned materials for private gain, use or convenience unless specifically authorized by City Administrator or City Council action. Such property is restricted for the use of employees in the performance of official City duties. No employee shall be required to perform services on private property not within the responsibility of his/her area or the duties of his position.

G. ACCEPTANCE OF GIFT

Employees or members of their immediate families shall not accept any gift, loan, service, certificate, plaque, commemorative token, gratuity, special discount, or item of value in excess of two hundred fifty dollars (\$250.00) from any person, firm or corporation. The following items are excluded from this policy: Items of printed, educational or promotional material; food and beverage; travel registration; lodging and items from raffles for any conference or meeting while attending in their official capacity.

Conflicts of Interest. Employees shall not enter into any financial or other relationship with any agency, private business or other organization which would constitute a conflict of interest with their City employment or create the appearance of impropriety. Employees shall not permit themselves to be placed under any personal or other obligation which could lead any person, group, or organization to expect official favors. If an employee has questions about what constitutes a conflict of interest, the employee may ask his or her immediate supervisor, Department Head, the Human Resource Department, or the City Administrator.

H. OUTSIDE EMPLOYMENT POLICY

Outside employment shall be allowed provided such employment does not present a conflict of interest or interfere with normal working hours, overtime requirements, or the efficient performance of duties with the City. Outside employment must be approved by the Department Head.

I. USE OF OFFICIAL BADGE OR CREDENTIALS

Officials or employees who wear a badge or other official insignia or who bear credentials as evidence of authority and/or identity shall not permit such badge or insignia to be used or worn by any other person, or to otherwise leave their possession (without approval by the Department Head). The Department Head shall not grant such approval except to persons regularly and formally appointed to the position designated by the badge or insignia. Badges or credentials which reflect employment with the City shall not be used by an employee for preferential treatment or personal gain.

J. POLITICAL ACTIVITY

City employees, when identified as such, are individually or collectively prohibited from endorsing or working for the election of, or opposing or working for the defeat of, any candidate for City office. Employees are not prohibited from actively participating in political activities on any other governmental level, except where a department may have a specific relationship with a counterpart in a County office. Employees whose functions are funded in whole or in part by federal funds are prohibited from such political activity as is prescribed by provisions of the Hatch Act. Employees are encouraged to exercise constitutional rights pertaining to voting in all elections. (Revised-Res. 1552, 8-11-08)

K. USE OF CITY OWNED VEHICLES

City owned vehicles are to be used in accordance with departmental policy. An employee authorized to drive a City vehicle must have a current Wyoming Operator's License. Employees operating City vehicles are required to observe all traffic laws and the dictates of common sense and good judgment.

The personal use of a City owned vehicle is only allowed while a City employee is acting within his/her "scope of duties". City vehicles are to be used for official business only.

Unless expressly authorized by the City Administrator, transporting of family members, or non employees is forbidden unless such transportation is for the sole purpose of conducting official business. (Rev. 1-06)

The personal use of a City owned vehicle is a taxable fringe benefit, unless the vehicle meets the IRS requirements of a qualified non-personal vehicle (clearly marked police and fire vehicles, unmarked vehicles used by law enforcement officers, any vehicle designed to carry cargo with a loaded gross vehicle weight over 14,000 pounds). Personal use includes the value of commuting to and from work in a City vehicle. The value of this benefit must be included in wages and is subject to income and employment taxes.

City employees who are provided with City owned vehicles and are allowed to take the vehicle home because they are "on call" are responsible for determination of the valuation rule used to determine the value of the personal use of said vehicle. Employees may use either the Automobile Lease Rule (IRS Publication 15-B), the Cents Per Mile Rule or the Commuting Value Rule, which provides for an amount of three dollars per day as a non-cash, taxable fringe benefit includable in gross income.

Employees utilizing the Commuting Value Rule are designated and required to commute in said vehicle and City vehicle may be used only for the purposes of commuting to and from work and for de minimis personal use. Employees shall not use such vehicle for any other personal purposes.

Employees traveling for City business, such as going to a seminar, are to use a City vehicle if one is available. If fuel is required during the trip, it should be charged on a City credit card not paid for by the employee.

L. USE OF PRIVATE VEHICLE

An employee may be required by his/her supervisor to use his/her personal car in the performance of official duties. Use of personal automobiles in the performance of municipal business may be necessary subject to City owned vehicle availability. City employees will be reimbursed at the IRS approved cents per mile rate upon completion and submission of the appropriately completed claim for payment. This mileage allowance is provided to cover the cost of gas, maintenance, repair, and insurance while on City business.

The City does not provide insurance coverage for any employee who uses his or her personal auto for business purposes. It is the employee's responsibility to protect against damage to his/her automobile and provide for legal liability in such form and amount as the employee deems adequate.

1. Vehicle Allowance

a. Purpose and Scope

- (1) This policy establishes a vehicle allowance program for designated department head and other positions at the discretion of the City Administrator.
- (2) The monthly vehicle allowance will be provided to eligible employees according to the provisions of employment agreements executed between eligible employees and the City Administrator.
- (3) Any employee receiving the monthly vehicle allowance is expected to use his or her private vehicle for City business. Use of a City vehicle is authorized only in emergency situations or when transporting other employees necessitating larger seating capacity.

b. Outside City Limits

Any eligible employee who receives a monthly vehicle allowance and who drives his or her personal vehicle on City business outside of Converse County will be eligible for reimbursement based on documented mileage at the IRS approved reimbursement rate at the time of the travel. It is the responsibility of the employee to keep adequate mileage and auto expense records for personal tax purposes

c. City Gasoline and Oil

City gasoline and oil will not be dispensed to privately owned vehicles

d. Requirements for Vehicle Allowance Recipients

Employees who receive a vehicle allowance must maintain a valid driver's license, a vehicle that is legally licensed, registered and meets the basic insurance requirements of that type of vehicle under Wyoming state law. The City does not provide insurance coverage for any employee who uses his or her personal vehicle for business purposes. It is the employee's responsibility to protect against damage to his or her vehicle and provide for legal liability in such form and amount as the employee deems adequate.

M. CONDUCT ON THE JOB

While on the job, all employees are expected to conduct themselves in a manner which is a favorable reflection of the City and which demonstrates tact, courtesy and good judgment. During working hours, an employee is expected to devote his/her energies to the services of the City and not to personal affairs.

N. USE OF ALCOHOL AND CONTROLLED SUBSTANCES

1. Purpose

The Drug-Free Workplace Act of 1988 requires that the City of Douglas, as a Federal contractor, take steps to provide a drug-free workplace. Among other things, the law requires that the City:

- a. Advise employees that manufacturing, distributing, dispensing, possessing, or using illegal controlled substances on the job is prohibited; and, furthermore, that employees be advised of the job-related penalties for violations.
- b. Establish a drug-free awareness program.

- c. Notify employees that they must abide by the terms of the City's Drug-Free Workplace Policy and that they must immediately report any conviction of a criminal drug law, the violation of which occurred while they were on the job.
- d. Take sanctions against, or require satisfactory completion in a controlled substance abuse assistance or rehabilitation program, by any employee convicted of violating a criminal controlled substance law while on the job.

In addition to meeting these requirements, the City has a compelling interest in adopting such additional measures as are reasonable in order to provide a safe, healthy, and productive environment for the public and its employees.

2. General Policy

The goal of the City of Douglas is to make a good faith effort to maintain a drug-free workplace and to otherwise comply with the "Drug-Free Workplace Act of 1988". The City recognizes that misuse of alcohol and other controlled substances is a pervasive problem in society. This policy is intended to promote treatment and rehabilitation as well as a safe and secure work environment. City employees will be required to submit to testing for evidence of illegal drugs and/or alcohol in their bodies under conditions outlined herein.

3. Definitions

- a. Alcohol means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol. Any consumption of a preparation including alcohol (e.g. beverages or medicines) is considered alcohol use.
- b. Alcohol concentration (or content) means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test. Alcohol concentration may be described in terms of Blood Alcohol Concentration (BAC).
- c. Confirmation testing: for controlled substances means a second analytical procedure to identify the presence of a specific controlled substance or metabolite which is independent of the screen test and which uses a different technique and chemical principle from that of the screen test in order to ensure reliability and accuracy; for alcohol means a second test, following a screening test with a result of 0.05 or greater, that provides quantitative data of alcohol concentration.
- d. Controlled Substance means marijuana (THC), cocaine, opiates, phencyclidine (PCP), and amphetamines (including methamphetamines). Controlled substances may be referred to as drugs.

- e. Refuse to Submit (to an alcohol or controlled substance test) means that an employee: (1) fails to provide adequate breath for testing without a valid medical explanation; (2) fails to provide adequate urine for controlled substance testing without a valid medical explanation; or (3) engages in conduct that clearly obstructs the testing process.
- f. Screening Test (initial) in relation to alcohol testing means a breathalyzer test to determine whether an employee may have a prohibited concentration of alcohol in his/her system. In relation to controlled substance testing, it means an immunoassay screen to eliminate “negative” urine specimens from further consideration.
- g. Substance Abuse Professional (SAP) means a licensed physician or a licensed or certified psychologist, social worker, employee assistance professional or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances related disorders.

4. Controlled Substance and Alcohol Use Prohibited

The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance by employees while on City property or while on City business is prohibited.

No employee shall use alcohol or any controlled substance while on the job or while operating any City vehicle or equipment nor report to work or operate any City vehicle or equipment while under the influence of alcohol or any controlled substance.

Appropriate social drinking at City-sponsored or attended functions within the City of Douglas or at out-of-town locations are acceptable provided the employee does not operate any City vehicle or piece of equipment while under the influence of alcohol or any controlled substance.

Medicine which is prescribed and taken pursuant to a doctor's order and which the doctor determines will not adversely affect the employee's ability to safely perform his/her job functions is not prohibited by this policy.

Employees taking any medication which may impair their ability to safely operate a City vehicle or piece of equipment should so advise their supervisor. The term “under the influence” is defined as reporting for work with the presence of illegal drugs in the body at levels defined by the National Institute for Drug Abuse (NIDA). With regard to alcohol, it will be defined at any level above .05 percent blood alcohol content, unless the employee holds a commercial driver's license

and is being tested under the provisions of the Omnibus Transportation Employee Testing Act of 1991.

5. Supervisors and Department Heads

No supervisor or Department Head having actual knowledge that an employee has violated the prohibitions of this policy shall permit the employee to perform or continue to perform any job function.

All supervisors shall receive at least 60 minutes of training on the signs and symptoms of alcohol misuse and at least 60 minutes of training on the signs and symptoms of controlled substance abuse. Supplemental training shall be provided as deemed necessary by the City Administrator or Department Head.

6. Circumstances for Controlled Substance/Alcohol Testing

The City's goals in implementing this policy are to be reached by: (1) pre-employment testing for safety-sensitive positions; (2) post-accident testing; (3) reasonable suspicion testing; and (4) any other departmental testing policies which may be more restrictive than those outlined in this section.

a. Pre-Employment Testing

Prior to final acceptance for hiring, all regular employees (not temporary) in designated safety-sensitive positions, shall undergo testing for controlled substances. No such employee shall be approved for hiring until his/her pre-employment test results indicate the absence of controlled substances.

Nothing contained in this policy creates a City obligation with respect to referral, evaluation or rehabilitation of applicants concerning alcohol misuse or controlled substance use who refuse a pre-employment test, or who demonstrate a pre-employment positive controlled substance test.

b. Post Accident

Any employee involved in an on-duty traffic accident while operating a City vehicle or piece of equipment shall immediately notify his/her supervisor, Department Head or City Administrator of said accident. Said employee shall be required by his or her supervisor or other City official to undergo controlled substance and/or alcohol testing as soon as practicable following the accident.

The City may accept the results of a breath or blood test for the use of alcohol or a urine test for the use of a controlled substance which is conducted by Federal, State or local officials having independent authority to conduct the test. In the event that such test(s) are not deemed acceptable by the

supervisor or official of the City charged with the responsibility to make such determination, alternative testing shall be arranged by the supervisor or official.

An employee subject to post-accident testing must remain available and must refrain from consuming alcohol for eight hours following the accident, or until he/she submits to the test, whichever comes first.

If a required post-accident alcohol test is not administered within two (2) hours following an accident, a record shall be prepared stating the reasons for delay by the supervisor or City official charged with that responsibility. If the test is not administered within eight (8) hours, the supervisor or City official shall cease attempts to administer the test and shall prepare and maintain the same record.

If a required post-accident controlled substance test is not administered within thirty-two (32) hours following an accident, attempts to administer a test will be abandoned and the reasons for the delay in testing documented by the supervisor or City official charged with that responsibility.

Copies of the records required by this subsection concerning post-accident testing shall be supplied by the supervisor or official to the Human Resources Director as soon as possible.

c. Reasonable Suspicion

The City has the right to refer employees for medical evaluation in order to determine their fitness to work when reasonable suspicion exists to believe that employees are using controlled substances on the job or are under the influence of controlled substances or alcohol. This medical evaluation may include a controlled substance and/or alcohol test when determined appropriate by the Department Head.

A determination of such reasonable suspicion will be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee, or indications of the chronic and withdrawal effects of a controlled substance.

Such observations may be made during, just preceding, or just after the period of the work day that the employee is scheduled to perform his/her job functions.

Reasonable suspicion justifying disciplinary action and/or referral of an employee for a fitness of duty examination consists of specific and well-documented observations of:

- (1) Direct observation of controlled substance or alcohol use by the employee.
- (2) The presence of physical symptoms consistent with controlled substance or alcohol use; i.e. glassy or bloodshot eyes, alcohol odor, slurred speech, and poor coordination and/or reflexes;
- (3) An employee's impaired job performance or abnormal or erratic behavior by the employee;
- (4) Involvement by the employee in a work-related accident where a reasonable suspicion of controlled substance or alcohol use by the employee exists; or
- (5) Other evidence of an employee's on-the-job impairment by controlled substances or alcohol, including information concerning recent controlled substance or alcohol use by the employee, provided by reliable and credible sources.

Supervisors are required to detail, in writing, the specific facts, symptoms, and/or observations, as well as any corroboration, which formed the basis for their determination that reasonable suspicion existed. This documentation is to be immediately forwarded to the supervisor's Department Head or designee.

The facts underlying the determination of reasonable suspicion should be disclosed by the supervisor to the employee at the time and demand for testing is made.

An employee, about whom reasonable suspicion exists, may be placed on a non-disciplinary, paid leave of absence for up to forty-eight (48) hours by a supervisor pending receipt of alcohol and/or controlled substance test results. A further leave of absence may be authorized by the City Administrator.

If an alcohol test is not administered within two (2) hours of the observation, the supervisor or Department Head shall prepare and maintain on file a record stating the reasons the test was not promptly administered. If not administered within eight (8) hours of the observation, attempts to administer the test shall be abandoned and the supervisor or Department Head shall promptly prepare a record stating the reasons the test was not administered.

Copies of the records required by this paragraph shall be supplied by the supervisor or official making the determination to the Human Resources Officer within 24 hours of the observed behavior or before the results of the controlled substance test are released, whichever is earlier.

7. Refusal to Submit

An employee who refuses to submit to a medical evaluation to determine if said employee is under the influence of controlled substances and/or alcohol shall be subject to disciplinary action which may include discharge.

8. Controlled Substance and Alcohol Testing Methodology

Examinations, testing for controlled substances, and test sample verification shall be performed by medical personnel selected by the City.

The City will pay the costs of all initial tests, which it requires. The cost of any follow-up testing following a positive controlled substance or alcohol test will be at the employee's expense.

Alcohol Testing: The test specimen will consist of breath blown into an intoximeter or similar collection device.

Controlled Substance Testing: The test specimen will consist of split-sample urine. In the event that an individual to be tested for a controlled substance appears unable to provide a urine specimen at the time of the test, he/she shall be permitted no more than eight (8) hours to give a specimen, during which time the individual will remain in the testing area, under observation.

If the employee is found to have a lower rate of alcohol content than allowed, or a negative controlled substance test, he/she will be paid his/her normal rate of pay during the testing and waiting period. If the tests are positive for controlled substance, or beyond the .05 level of alcohol, the employee shall not be paid, and will be placed on leave without pay status until allowed to return to duty.

Failure to submit a specimen, as outlined above, shall be considered a refusal to submit a controlled substance and/or alcohol test.

Whenever there is reason to believe that a specimen may have been altered or a substitution made, a second specimen shall be immediately provided by the employee.

The Human Resources Officer shall be notified when an employee needs to be tested. The Human Resources Officer or his/her designee will notify the employee and his/her supervisor or Department Head before tests are taken.

If it is determined that a controlled substance or alcohol test is required, the employee shall sign a consent form allowing the test to take place, and permitting release of test results to the Human Resources Officer. Refusal to sign the form shall be considered refusal to submit to an alcohol and/or controlled substance test.

The Medical Review Officer, who is responsible for receiving laboratory results, and who is a licensed physician with knowledge of substance abuse disorders, will interpret and evaluate all positive test results and send his/her report together with an individual's medical history and any other relevant biomedical information to the Human Resources Officer. The Human Resources Officer shall then provide the information to the employee's supervisor and other supervisors or managers who need to know. The information will be kept in a confidential medical file separate from the employee's personnel file.

9. Action Upon Discovery of Violation

Upon the first confirmed conduct prohibited by this policy, the employee shall be referred to the Employee Assistance Program as described in Section X(F) of this Manual for evaluation and referral. The Department Head (upon concurrence of the City Administrator), has the right to suspend the employee without pay immediately from his/her position; and at the discretion of the City Administrator, he/she may be returned to duty in that position if it is determined that such return would not endanger the safety and security of others.

If there is evidence of controlled substance use on the job, or if subsequent testing yields a positive indicator for the presence of controlled substances or alcohol at any time thereafter, the employee shall be disciplined or discharged according to Section X of the Human Resources Policies and Procedures Manual.

10. Self-Referral

The City encouraged and supports employees taking responsibility for the early identification and correction of their substance abuse problems. Voluntary admission of the problem through the Employee Assistance Program is encouraged.

11. Rehabilitation

- a. If a decision is made to allow an employee the option of seeking rehabilitation, attendance and successful completion of the course for rehabilitation will be mandatory. Each employee shall be evaluated by a substance abuse professional (SAP) to determine that the employee has properly followed the rehabilitation program prescribed. This information shall be forwarded to the Human Resources Officer by the SAP.
- b. Upon returning to work, the employee will be required to submit to unannounced controlled substance and alcohol screening for a period of six (6) months. The number and frequency of such follow-up shall be as directed by the substance abuse professional. The cost of these controlled substance screenings shall be borne by the employee.

12. Employee Conviction of Violation

Under the provisions of the Drug Free Workplace Act of 1988, any employee convicted of any criminal drug statute for a violation occurring in the workplace must notify the City of such conviction within five days of the conviction. Such employee shall be subject to disciplinary action, up to and including termination.

13. Confidentiality and Records Retention

The release of information regarding controlled substance/alcohol abuse will be handled in accordance with City procedures on release of medical information and will not be a part of the employee's personnel files. These records shall be kept in the office of the Human Resources Officer.

14. Prior Notice of Policy

The City shall provide each employee with written notice of this policy prior to its implementation.

All employees shall sign a notice of acknowledgement, verifying receipt of and willingness to abide by the Drug-Free Workplace Policy Amendment to the City of Douglas Human Resources Policies and Procedures Manual.

O. DRUG AND ALCOHOL POLICY FOR CITY EMPLOYEES WHO ARE REQUIRED TO HAVE A COMMERCIAL DRIVER'S LICENSE

1. Notice, Implementation Date and Sources for Information

Notice is given that the policy is effective as of January 1, 1996. The tests administered under this policy are required by the Omnibus Transportation Employee Testing Act of 1991 and related Federal Regulation. (49 CFR part 382, 49 CFR & 382.601)

Questions related to this policy may be directed to the Human Resources Officer.

2. Purpose

The purpose of this policy is to help prevent accidents and injuries resulting from the misuse of alcohol and/or use of a controlled substance by Commercial Driver's License (CDL) drivers.

3. Applicability

This policy applies to all City employees who are required by their job description to have a Commercial Drivers License (CDL). These employees are referred to as "drivers".

This policy addressed a driver's ability to report or stay on the job if he or she possesses alcohol or has consumed alcohol or a controlled substance. The policy is not intended to replace other policies or rules of the City relating to alcohol and/or controlled substance and supplements the City's Use of Alcohol and Controlled Substance Policy found in Section VII(N) of this Manual.

4. Definitions

The following definitions have been taken from 49 CFR & 382.107 and 390.5 and 49 CFR part 40. It is the City's intent that its policy conform to those definitions as the same are amended from time to time. In the case of a conflict between the policy and the regulations as a result of an amendment to the regulations, the definitions in the regulations are to control and supersede those set forth in this policy.

- a. Commercial motor vehicle (CMV) includes any motor vehicle or combination of motor vehicles used to transport passengers or property if the vehicle has:
 - (1) A gross combination weight rating of 26,001 or more pounds, including a towed unit with a gross vehicle weight rating of more than 10,000 pounds; or
 - (2) A gross vehicle weight rating of more than 10,000 pounds; or
 - (3) Is designed to transport 16 or more passengers, including the driver; or
 - (4) Is of any size and is used to transport materials that are hazardous for the purpose of the Hazardous Materials Transportation Act and that require the motor vehicle to be placarded under the Hazardous Materials Regulations.
- b. Driver means any employee who is required, by his/her job description, to have a Commercial Drivers License (CDL).
- c. Safety-Sensitive Function means any of the following on-duty functions of a driver: (i) waiting to be dispatched; (ii) inspecting, servicing, or conditioning any CMV; (iii) at the controls of a CMV which is in operation; (iv) being in or on a CMV; (v) loading or supervising the loading or unloading of a CMV, assisting, attending a vehicle being loaded or unloaded, remaining in readiness to operate a CMV, or giving or receiving receipts for shipments loaded or unloaded.

5. Prohibited Conduct

a. Alcohol Possession

Drivers are prohibited from possessing alcohol products while driving or operating a CMV. This means that a driver may not possess alcohol in any form, including but not limited to medication, food, or other alcohol-containing products, in or on the CMV.

b. Use of Alcohol

No driver shall use alcohol while performing a safety-sensitive function or perform a safety-sensitive function within four (4) hours after using alcohol.

c. Alcohol Concentration

A driver shall not report for duty or remain on duty in a safety-sensitive position with an alcohol concentration of 0.02 BAC or greater. If a driver's alcohol concentration is 0.02 BAC or greater but less than 0.04 BAC, the driver shall not perform any safety-sensitive function until: (i) the next regularly scheduled duty period, provided at least twenty four (24) hours have elapsed; or (ii) a retest shows the alcohol concentration in the driver's system has fallen below 0.02 BAC. This prohibition applies regardless of when the alcohol was ingested and regardless of whether or not the driver is "under the influence" of alcohol as that phrase is defined in Federal, State or City law.

If a driver has an alcohol concentration of 0.04 or greater, the driver cannot return to a safety-sensitive function until: (i) the driver is evaluated by a substance abuse professional; (ii) the driver is treated, if required by a substance abuse professional; and (iii) a retest of the driver shows a result below 0.02 BAC.

d. Controlled Substance Use

A driver shall not report for duty or perform a safety-sensitive function if the driver has a controlled substance in his or her system and/or tests positive for a controlled substance, except when the use is pursuant to the instructions of a physician who has advised the driver in writing that the substance does not adversely affect the driver's ability to safely operate a CMV.

6. Test Required

Federal law provides that its announced goals are to be reached by: (1) pre-employment or pre-duty testing; (2) post-accident testing; (3) random testing; (4) reasonable suspicion testing; (5) return-to-duty testing; and (6) follow-up testing.

a. Pre-employment and Pre-duty Testing

- (1) Prior to the first time a driver performs safety-sensitive functions for the City, (new hire or promotion to position which requires a CDL), the driver must undergo testing for controlled substances. No driver shall perform any safety-sensitive functions unless the driver's test results indicate the absence of controlled substances.
- (2) A pre-employment test is not required if the driver has undergone a DOT required controlled substance test within the previous 6 months or participated in a random drug testing program for the previous 12 months; and must have no violations of any DOT controlled substance use rule in the previous 6 months.

b. Post-Accident Testing

Drivers shall be tested for alcohol and/or controlled substances under the conditions specified in Section VII(N)(6) of this Manual.

c. Random Testing

- (1) Random alcohol testing shall be administered at a minimum annual rate of ten percent (10%) of the average number of City driver positions.
(Revised 7-27-09)
- (2) Random controlled substance testing shall be administered at a minimum annual rate of fifty percent (50%) of the average number of City driver positions.
- (3) Drivers will be placed in a random pool by name and social security number. The random method will be scientifically valid and will result in each driver having an equal chance of being tested each time a selection is made.
- (4) Tests will be unannounced and spread throughout the calendar year.
- (5) Upon notification of selection by Human Resources Officer or designee, drivers are to proceed to the test site immediately, but no later than two hours from notification.

d. Reasonable Suspicion Testing

- (1) A driver will be required to submit to an alcohol or controlled substance test when the supervisor or City official has reasonable suspicion to believe the driver has violated the prohibitions of this policy.

- (2) Procedures for reasonable suspicion testing shall be as described in Section VII(N)(6)(c) of this Manual.

e. Return-to-duty Testing

- (1) Before returning to duty after violating the conditions of this policy, each driver shall undergo a return-to-duty alcohol test, the result of which shall indicate an alcohol concentration of less than 0.02 BAC and/or undergo a return-to-duty controlled substance test, the result of which shall indicate a verified negative result for prohibited controlled substance use.
- (2) The driver must also be evaluated by a substance abuse professional and participate in any assistance program prescribed.

f. Follow-up Testing

If the driver returns to duty following treatment, the driver shall be subjected to unannounced follow-up alcohol and/or controlled substance testing. The number and frequency of such follow-up testing shall be as directed by a substance abuse professional, and consist of at least six (6) tests in the first twelve (12) months following the driver's return to duty. Follow-up testing will not exceed sixty (60) months from the date of the driver's return to duty. The cost of these follow-up controlled substance screenings shall be borne by the employee.

7. Consequences of Policy Violation

Nothing contained in this policy shall preclude the City from taking disciplinary action, including termination of employment, against the employee violating the terms or requirements of this policy or any other City policy relating to the use of a controlled substance or alcohol. Any such disciplinary action may be imposed in addition to the consequences expressed in this policy. In addition to all other sanctions, any driver, supervisor or City official who violates this policy is subject to the penalty provisions of 49 U.S.C. 521 (b).

a. Minimum Consequences – Alcohol

- (1) Following a determination that a driver has violated the alcohol prohibitions expressed in this policy, the driver will not be permitted to perform any safety-sensitive function for a minimum of 24 hours or until a retest shows that the employee's alcohol concentration has dropped below 0.02 BAC.
- (2) If the driver has a test result of 0.04 BAC or greater, the driver will be removed from, and will not be returned to, all safety-sensitive functions until: (a) the driver undergoes evaluation, and where necessary,

rehabilitation; (b) a substance abuse professional determines that the driver has successfully complied with any required rehabilitation; and (c) the driver undergoes a return-to-duty test with a result of less than 0.02 BAC.

b. Minimum Consequences – Controlled Substance

Following a determination that a driver has violated the controlled substance prohibitions expressed in this policy no driver shall perform any safety-sensitive function until: (i) the driver undergoes evaluation, and where necessary rehabilitation; (ii) a substance abuse professional determines that the employee has successfully complied with any required rehabilitation; and (iii) the driver takes a return-to-duty test with a verified negative test result.

8. Record Keeping Requirements

The City is required by Federal Law to maintain confidential records of its controlled substance program in a secure location with controlled access. These records shall be kept in the office of the Human Resources Officer.

9. Reassignment of Duties

A driver who is prohibited from performing safety-sensitive functions may be assigned to perform one or more non-safety sensitive functions for a reasonable period or until such time as the driver complies with the requirements for returning to his or her normal duties. Nothing in this policy is intended to create the impression that the City has an obligation to create a position in order to allow an alternative assignment.

10. Testing Methodology

Testing procedures will comply with 49 CFR & 382.105 and 49 CFR part 40, and shall be as outlined in Section VII(N)(8) of this Manual.

P. RANDOM DRUG AND ALCOHOL TESTING FOR ALL NON-COMMERCIAL DRIVER'S LICENSE CITY EMPLOYEES

The critical mission of all City employees establishes a compelling need to maintain a drug-free work environment. Employees who engage in unauthorized use of drugs and controlled substances risk their safety, and that of their fellow employees and the community they serve, and undermine the integrity of the City. Therefore, it is the policy of the City to maintain a drug-free workplace in part through the use of random employee drug testing. Note: This policy pertains to all employees of the City of Douglas who are not covered under Section O of this policy.

- (1) Random drug testing shall be administered at a minimum annual rate of twenty-five percent (25%) the average number of City employee positions budgeted in the current fiscal year. (Revised 7-27-09)
- (2) Random alcohol testing shall be administered at a minimum annual rate of ten percent (10%) of the average number of City employee positions. (Revised 7-27-09)
- (3) City employees will be placed in a random pool by name and social security number. The random method will be scientifically valid and will result in each employee having an equal chance of being tested each time a selection is made.
- (4) Tests will be unannounced and spread throughout the calendar year.
- (5) Upon notification of selection by the Human Resources Officer or designee, City employees are to proceed to the test site immediately, but no later than two hours from notification

(Revised 4-23-12)

Q. SAFETY

The health and safety of employees and others on City of Douglas property are of critical concern to City of Douglas. City of Douglas intends to comply with all health and safety laws applicable to our business. To this end, we must rely upon employees to ensure that work areas are kept safe and free of hazardous conditions. Employees are required to be conscientious about workplace safety, including proper operating methods, and recognize dangerous conditions or hazards. Any unsafe conditions or potential hazards should be reported to management immediately, even if the problem appears to be corrected. Any suspicion of a concealed danger present on City of Douglas's premises, or in a product, facility, piece of equipment, process or business practice for which City of Douglas is responsible should be brought to the attention of management immediately.

Periodically, City of Douglas may issue rules and guidelines governing workplace safety and health. City of Douglas may also issue rules and guidelines regarding the handling and disposal of hazardous substances and waste. All employees should familiarize themselves with these rules and guidelines, as strict compliance will be expected.

Any workplace injury, accident, or illness must be reported to the employee's supervisor as soon as possible, regardless of the severity of the injury or accident.

Added 05/10/2021

R. CONFIDENTIAL INFORMATION

Employees from time to time will be exposed to information, data, criminal files, personnel files, accounting information and the like which is not generally available for public scrutiny. This privileged information is not to be divulged except on the direct authorization of the City Administrator or his designate. Employees in particularly sensitive positions, including but not restricted to Police and Finance Department positions, shall be required to sign a non-disclosure agreement at the time of initial hiring requiring said employee to treat as confidential any information so designated by the employee's Department Head, the City Administrator, or legal precedent.

S. ELECTRONIC COMMUNICATION AND OFFICE EQUIPMENT

City of Douglas's communication and computer systems are intended primarily for business purposes; however limited personal usage is permitted if it does not hinder performance of job duties or violate any other City of Douglas policy. This includes the voice mail, e-mail, and Internet systems. Users have no legitimate expectation of privacy in regard to their use of City of Douglas systems.

City of Douglas may access the voice mail and e-mail systems and obtain the communications within the systems, including past voice mail and e-mail messages, without notice to users of the system, in the ordinary course of business when City of Douglas deems it appropriate to do so. The reasons for which City of Douglas may obtain such access include, but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that City of Douglas operations continue appropriately during the employee's absence.

Further, City of Douglas may review Internet usage to ensure that such use with City of Douglas property, or communications sent via the Internet with City of Douglas property, are appropriate. The reasons for which City of Douglas may review employees' use of the Internet with City of Douglas property include, but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that City of Douglas operations continue appropriately during the employee's absence.

City of Douglas may store electronic communications for a period of time after the communication is created. From time to time, copies of communications may be deleted.

City of Douglas's policies prohibiting harassment, in their entirety, apply to the use of City of Douglas's communication and computer systems. No one may use any communication or computer system in a manner that may be construed by others as harassing or offensive based on race, national origin, sex, sexual orientation, age, disability, religious beliefs, or any other characteristic protected by federal, state, or local law.

Further, since City of Douglas's communication and computer systems are intended for business use, all employees, upon request, must inform management of any private access codes or passwords. Unauthorized duplication of copyrighted computer software violates the law and is strictly prohibited.

No employee may access, or attempt to obtain access to, another employee's computer systems without appropriate authorization.

Violators of this policy may be subject to disciplinary action, up to and including discharge.

T. PETS AT WORK

Employees are not allowed to bring pets to the workplace. Pursuant to the Americans with Disabilities Act (ADA) for Title II (State and local government services), service animals that meet the criteria described herein are permitted in the workplace. A service animal is defined as a dog that is individually trained to do work or perform tasks for people with disabilities. Examples of such work or tasks include guiding people who are blind, alerting people who are deaf, pulling a wheelchair, alerting and protecting a person who is having a seizure, reminding a person with mental illness to take prescribed medications, calming a person with Post Traumatic Stress Disorder (PTSD) during an anxiety attack, or performing other duties. Service animals are working animals, not pets. The work or task a dog has been trained to provide must be directly related to the person's disability. Dogs whose sole function is to provide comfort or emotional support do not qualify as service animals under ADA. Service animals must be licensed in accordance with City regulations. Under the ADA, service animals must be harnessed, leashed, or tethered, unless these devices interfere with the service animal's work or the individual's disability prevents using these devices. In that case, the individual must maintain control of the animal through voice, signal, or other effective controls. The owner is responsible for appropriate waste clean-up and overall cleanliness of the service animal. The service animal owner is responsible for the appropriate management of his or her animal in all City facilities. Disruptive and/or aggressive behavior on the part of the animal may result in the owner being asked to remove the service animal from City facilities. (Added-Res. 1715, 09-12-11)

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VIII. EMPLOYEE DEVELOPMENT

A. TRAINING POLICY

The City of Douglas regards the training of its human resources as a vital factor in the successful accomplishment of its objectives. There is a direct and compelling relationship between training and job task proficiency. Training is intended to increase the proficiency, knowledge, skills and abilities of employees through in-service training programs and outside education opportunities. Positive action will be taken to assure that equal opportunity to participate in training and development programs will be provided without regard to sex, race, age, color, disability, religion, national origin or other non-merit considerations. Employees are reminded that training opportunities provide a significant addition to their overall benefit package.

B. TRAINING TIME

1. Required in-service training courses will be given on City time. The training which is required for the performance of an employee's job duties shall be arranged as much as possible during regularly scheduled work hours. A Department Head may change normal work hours to accommodate the training schedule.
2. If an employee receives the prior approval of his/her Department Head to attend a convention, training program, seminar, institute, or similar program aimed at enhancing the employee's skills on the job, the City shall reimburse the employee for the cost incurred, including registration fees, transportation expenses, meals and lodging. Attendance at approved training sessions outside of regularly scheduled working hours is compensable time. Free time during training sessions is not compensable.

C. TRAVEL TIME

1. If the employee must travel out-of-town to attend a required training session, all the time spent traveling is compensable time if the trip does not require an overnight stay.
2. If the employee's out-of-town assignment requires an overnight stay, time spent traveling to the other city is counted as hours worked only to the extent that it coincides with the employee's regular workday. Travel that occurs during hours of the day in which the employee normally works is counted as work time, even if it falls on a day that is normally a non-working day for the employee. If, however, the travel occurs during hours that are outside the employee's regular workday, such time is not counted as hours worked.

D. EDUCATIONAL ASSISTANCE PROGRAMS

1. Employees are encouraged to pursue educational courses which are designed to enhance the employee's knowledge and skills on the job. Department Heads are encouraged to offer training and educational opportunities as a reward for exceptional job performance. If budgeted and approved in writing by the Department Head, the City will pay the cost of course tuition, books, fees and similar costs. If the employee must travel out of town to attend the course, the City Administrator may authorize payment of travel costs, including reasonable transportation, board and lodging expenses.
2. Failure of the employee to complete the course with a passing grade will result in the employee reimbursing the City for tuition, book and fees costs.
3. Academic course work not budgeted or approved by the Department Head will be pursued on the employee's own time at his/her own expense. When an employee chooses course work which is not available during non-working hours, the employee may be granted a leave of absence from work, without pay, at the discretion of the Department Head and City Administrator.

E. RECOGNITION OF TRAINING

Completion of special training programs on an employee's own time and/or at his/her own expense shall be a factor to be considered in granting merit increases and in making promotions. City employees are encouraged to develop and further their job skills and personal potential by participating in programs geared to their needs.

F. IN-HOUSE VS. OUT-OF-TOWN TRAINING

It is felt that attendance at training seminars, conferences or schools is essential to maintain a high level of proficiency and professionalism among City Personnel. Emphasis shall be given to in-house training from local available sources or from films and other presentations. Out-of-town training for employees must be justified and a demonstrated need outlined before such training will be authorized.

G. TRAINING PRIORITIES

In considering training opportunities given limited budgetary resources, mandatory training will take precedence over elective training and training directly related to an employee's current job duties will take precedence over those not directly tied to his/her job description.

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IX. LEAVE POLICY

A. HOLIDAYS

1. All regular employees, except those responsible for emergency operations, including regular part-time employees, to the extent of their regular working hours, shall be granted, with pay, the following ten (10) holidays:

New Year's Day (January 1st)
President's Day (The 3rd Monday in February)
Memorial Day (Last Monday in May)
Independence Day (July 4th)
Labor Day (1st Monday in September)
Veteran's Day (November 11)
Thanksgiving Day (Last Thursday in November)
Friday after Thanksgiving
Christmas Day (December 25th)
Employee Birthday
and any other special holidays as designated by the City Council.

Law Enforcement personnel shall work holidays when scheduled. They shall receive overtime pay for holidays worked. (Res. 1471, 8-27-07)

2. When a holiday falls on a Saturday, the preceding Friday shall be observed; when a holiday falls on a Sunday, the following Monday shall be observed. When a holiday falls during employee vacation or sick leave, the day of the holiday shall not be charged against annual or sick leave.

B. ANNUAL LEAVE (VACATION)

1. Regular employees shall accrue paid annual leave on the following basis of continuous service:

- a. Full-time non-uniformed Personnel:

- (1) From Date of Hire through 4 years of service.....12 days
(96 hours) per year.

- (2) From 5 through 9 years of service.....15 days
(120 hours) per year.

- (3) From 10 years and up.....add 8 hours
for each additional year of service up to a minimum of 30 days (240) hours
per year. (Res. 1379, 10-23-06)

b. Full-time Law Enforcement Personnel:

The above schedule, plus additional vacation hours in lieu of holidays at a rate of 3.08 hours per pay period.

c. Regular part-time employees working at least twenty (20) hours per week shall earn annual leave at an equivalent rate proportionate to the budgeted annual hours. (Res. 1471, 8-27-07, Amended per Council Action 10-8-12)

2. Annual leave benefits are intended to provide eligible employees with a period of rest and relaxation. Employees are encouraged to use vested vacations benefits every year.

Maximum permissible accruals are as follows:

Non-Uniformed Personnel	320 Hours
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Law Enforcement Personnel	352 Hours
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All annual leave accumulated in excess of the allowable maximum shall be forfeited, except to the extent that the employee may have been denied the opportunity to take such annual leave by the employee's supervisor.

Annual leave shall not be accrued during leave without pay periods that exceed (10) calendar days.

3. Probationary, new hire employees shall be eligible to take accrued annual leave upon completion of six (6) months of service. The employee shall be entitled to take annual leave computed from the original date of employment. (Amended per Council Action 10-8-12)
4. Department Heads shall attempt to schedule vacations at the time desired by employees. However, the scheduling of vacations shall rest with the Department Head and/or City Administrator in accordance with departmental operations and policies of this Manual.
5. In order to minimize interruption of daily work processes, Department Head may require that employees take annual leave in half or full day increments only.
6. Continuous employment is required for the prescribed leave allowances in the above schedules. Paid leave shall be counted as continuous service. Authorized leave without pay not to exceed ten (10) calendar days in a year shall be counted as continuous service. Military leave, disability and maternity leave do not constitute a break in service. However, employees on such leave shall not accrue accumulated vacation leave during leave without pay exceeding ten (10) days.

7. Upon termination for whatever reason, accrued leave shall be paid to all regular employees based on rate of pay at termination. Probationary employees shall not be paid for accrued annual leave upon termination. Upon the death of an employee, an amount equal to the unused accrued annual leave shall be paid to the designated beneficiary of the deceased.
8. No employee shall be permitted to waive annual leave for the purpose of receiving extra compensation.

C. SICK LEAVE

1. Purpose

Sick Leave may be used for the following purposes:

- a. When employees are incapacitated by sickness, pregnancy, temporary disability or injury.
- b. For medical, dental or optical treatment or appointments.
- c. When there is a death in the employee's family. (See Bereavement Leave provisions for death in immediate family.) Family constitutes spouse, parent, parental surrogate, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, step-parent, grandparent, child, step-child, grandchild, son-in-law, or daughter-in-law. Sick leave for a death in the employee's family shall not exceed five (5) days.
- d. When there is an illness in the employee's immediate family (spouse, children, parents, parental surrogates, sister(s), brother(s), grandparents or grandchildren), making it necessary for the benefit of the immediate family for the employee to remain away from work.

2. Eligibility

To be eligible to use sick leave, an employee must have completed three (3) month's service. All regular and promotional probationary employees are eligible to use sick leave to the extent of their accruals. Employees who have progressed from temporary status shall accrue sick leave from the beginning of the probationary period only.

3. Accrual

- a. Regular, full-time employees (non-uniformed as well as law enforcement), shall be granted paid sick leave in accordance with the following schedule:

- ◆ 8 hours per month, for a total of 96 hours per year, shall be accrued to the employee.
- b. Regular part-time employees working at least twenty (20) hours per week shall receive the proportionate amount of sick leave accrual per month, excluding the ICMA Retirement Health Savings contribution. (Res. 1437, 06-11-07)
- c. Sick leave shall not be accrued during periods of leave without pay that exceed ten (10) calendar days.
- d. Termination/Retirement Purchase

Upon the retirement or voluntary termination of a sick leave eligible employee, the City shall buy back any remaining sick leave hours up to the 960 hour maximum accrual using the following formula:

Total unused accumulated sick leave hours multiplied by the employee's rate of pay at the date of separation, multiplied by the percentage in accordance with the table that follows:

<u>TOTAL YEARS OF SERVICE</u>	<u>PERCENT OF CURRENT PAY</u>
Less than 7	0%
7	5%
8	10%
9	15%
10	20%
11	25%
12	30%
13	35%
14	40%
15	45%
16+	50%

4. Maximum Permissible Accrual

Maximum permissible accrual for all employees is 960 hours. All sick leave accumulated in excess of the allowable amount shall be forfeited. (Res.1437, 6-11-07)

5. Procedures for Taking Sick Leave

- a. Notify the employee's immediate supervisor or Department Head before the shift begins. (Amended per Council Action 10-8-12)
- b. If patterns of sick leave usage indicate abuse, or an employee uses sick leave above the average for the City, Department Heads have the authority to request that medical verification of absence be provided. After three (3) days

absence due to sickness, medical verification and/or physician's release may be required by supervisor before employee is allowed to return to work.

- c. If an employee has a chronic illness which causes him to be absent frequently, he shall submit a written doctor's statement to that effect. The City Administrator may require the employee to undergo a medical examination to determine fitness for duty and need for reasonable accommodations to allow continued job performance.

6. Sick Leave Donation Program

Employees are allowed to donate Sick Leave to other City employees who have exhausted all accumulated sick leave, vacation and compensatory leave, and find themselves facing extensive surgery, temporary disability, or a major illness.

Any City employee who has accrued a minimum of 64 hours of sick leave may donate up to forty (40) hours to another employee upon authorization from the City Administrator authorizing such donations.

D. BEREAVEMENT LEAVE

1. An employee is entitled to three (3) days of Emergency Leave, upon notification to his/her Department Head, that there has been a death in the immediate family. The immediate family constitutes spouse, children, parents, parental surrogates, sister(s), brother(s), grandparents or grandchildren.
2. An employee need only notify his/her Department Head of the death and that he is leaving to attend the funeral of the immediate family member. Three (3) days Emergency Leave will be automatically granted. Additional leave for the purpose of attending the funeral shall be deducted as per Section (IX)(C)(1)(c) of this Manual.
3. Requests for leave to attend the funeral of cousins, aunts, uncles, grandparents-in-law, and others will be charged to annual leave, or leave without pay, unless they can be verified as a parental surrogate.

E. INJURY LEAVE

1. Eligibility

All regular and probationary employees and non-elected officers of the City, but excluding temporary and seasonal employees, shall be granted injury leave with full pay. Such injury or incapacity must result from an accident within the scope of the employee's employment and render the employee totally incapable of

performing any reasonable duties with the City. Injury leave will be granted only with a doctor's authorization.

2. Worker's Compensation Procedure

- a. To be eligible for injury leave and subsequent Worker's Compensation benefits, an employee is required to report any job-related injury to the immediate supervisor. If the immediate supervisor is unavailable, the injury shall be reported to the Department Head. The supervisor is responsible for completing the Employee's Statement for Worker's Compensation and the OSHA report of injury and filing these forms with the City Administrator's Office within 72 hours of the occurrence.

The City Administrator will file all applicable reports with the Division of Worker's Safety and Compensation. The employee and supervisor are to complete the City of Douglas Incident/Accident Report Form and file it with the City Administrator's Office within 24 hours of the occurrence. The City Administrator's Office will review the Incident/Accident Report Form and determine whether or not to refer the Incident to the Risk Management Committee for further review.

- b. An injured employee who requires medical treatment must go to a medical facility which has been approved by the City. Injured employees must notify the hospital or clinic that the injury occurred on the job and complete an employee statement. Said employee must also present the attending physician with the OSHA required form indicating injury description and diagnosis to be completed by physician.
- c. In the event of a life endangering emergency, it is appropriate to call the ambulance service for emergency aid. Should the employee choose to go to the hospital, the employee is to report directly to the Emergency Room. If the initial treating physician advises further medical treatment by another doctor, or the employee requests to see another physician, a written referral must be made to the second doctor. Any other medical treatment not approved beforehand in writing, may not be payable by Worker's Compensation. The cost of unauthorized medical charges will be paid by the employee.
- d. Penalties may be imposed by Worker's Compensation against the employee for the late reporting of an injury. The employee will lose one (1) day of injury leave for each day late in reporting.

3. Duration of Injury Leave Benefit

When an employee receives medical treatment immediately following a job-related injury, that employee will be considered on Injury Leave until the time the physician states the employee can return to duty. A return to work authorization

from the attending physician must be presented to the injured employee's supervisor before the employee will be allowed to resume work. The City will retain the employee on an extended leave of absence for a work-related disability until one of the following situations occurs.

- a. The employee is released on full or light-duty.
- b. The City receives medical evidence as documented under the Wyoming Worker's Compensation laws that the employee will be permanently unable to return to work. In the case of permanent disability, reasonable accommodation alternatives shall be explored to determine possible placement of employee to allow for continued employment.
- c. The employee directly or indirectly informs the City (by accepting others employment, moving out of town, etc.), that he/she does not intend to return to the City's employ.
- d. At no time will an employee's injury benefit from the City exceed 120 working days. Injury leave benefits will be taken concurrently with any Family Medical Leave designation.

4. Return to Work – Light Duty

A temporarily disabled employee shall return to limited duty, or revised duties and responsibilities, if such are available, and if the employee is determined by a physician to be physically and mentally able to return to limited duty. The employee may be assigned to any duties within any department of the City upon authorization of the City Administrator and as long as he/she continues to receive injury payments. The employee shall not engage in outside employment while on light duty assignment.

5. Compensation While on Injury Leave

- a. Status Pending Worker's Compensation Eligibility

In the event there is a possibility that the Division of Labor might rule that a particular accident was not job-related, and there would be no liability incurred by the State Insurance Fund, the employee will be carried on Sick Leave to the extent such leave has been accrued, then compensatory or annual leave until exhausted, and, finally leave without pay status. At no time will an employee's injury leave benefit from the City exceed 120 working days.

Where it has been determined, either by the City of Douglas Risk Management Committee, or by the Wyoming Division of Worker's Compensation and Safety, that an employee's injuries are work related, the City will pay the employee's full salary. At the time determination is made that

the employee's injuries are work-related and no lost time wages are applied for, the employee will be credited with sick, compensatory, or annual leave used during the determination period.

b. When Lost Time Wages are Applied For

An employee off work for a period of time subject to lost time wages under Wyoming Worker's Compensation laws shall utilize sick, compensatory or annual leave to the extent lost time wages are not reimbursed to the City. Any Worker's Compensation benefit payments for lost time wages made to the employee will be turned over to the City at which time the appropriate credit to the employee's sick, compensatory or annual leave will be made. If the employee chooses to retain his/her Worker's Compensation payment, the City will not credit leave taken during such time.

c. Outside Employment

Any employee on light duty assignment shall not engage in outside employment.

6. Temporary or Seasonal Employees

If a temporary or seasonal employee is injured on the job, he/she will receive Worker's Compensation benefits only.

F. DISABILITY AND MATERNITY LEAVE

1. Eligibility

All regular and probationary full-time employees of the City shall be eligible for disability and maternity leave. Such leave is designated for injuries or incapacity resulting from non-job-related accident, illness, or surgery, or for pregnancy or childbirth. The leave is intended to be used during disability and recuperation while employee is unable to perform job tasks. The duration of any disability or maternity leave shall not exceed 120 working days without the express authorization of the City Administrator.

2. Continued Employment During Pregnancy, Disability

Any employee who becomes pregnant may continue working during period of her pregnancy so long as her health permits and so long as she can continue her employment in a satisfactory manner. At any time during the pregnancy of an employee, the Department Head may require said employee to provide a physician's report that she is physically capable to continue her job assignments in the City. The same may be required to certify the physical capability of any employee injured or incapacitated by illness.

3. Return to Work Following, Disability, Maternity Leave

Within six (6) weeks following the birth of the child, surgery or onset of disability, such employee who is then on disability or maternity leave shall give the City Administrator written notice of his/her intent to return to employment with the City within a reasonable time thereafter, but not exceeding 120 working days without express authorization of the City Administrator. In the event said employee on disability or maternity leave is unable to return to work within a reasonable time following the birth of the child, surgery or onset of disability, the employee must submit to the City a physician's written report showing that he/she is unable to return to work because of the pregnancy or the disability. The City must require such employee to be examined, at the City's expense, by a physician of the City's choosing, to determine whether said employee is physically fit to resume his/her employment with the City and what reasonable accommodations can be made to allow employee's return. Failure of the employee to submit to a physical examination at the City's request shall automatically terminate the employee's disability or maternity leave rights and may be grounds for termination of the employment. Any employee on disability or maternity leave desiring to return to employment with the City shall be reinstated to his/her original job.

4. Leave Use While on Maternity or Disability Leave

An employee who is on disability or maternity leave should first utilize accrued sick leave. The employee may then apply all or a portion of annual or compensatory leave, if employee so desires, to the period of disability or maternity leave. The employee will then be carried on leave without pay status. Unless otherwise expressly required by State or Federal law, an employee on leave without pay status in excess of thirty days shall be responsible for payment of all group health and life insurance premiums ordinarily provided by the City, or said employee will be terminated from health and life insurance coverage.

Employees who wish to utilize the Family Leave Provisions, Section (G) of this Manual (below), which allows up to twelve weeks of unpaid leave to care for a newborn child, shall have any paid leave taken during this period applied to the total twelve week period. In other words, an employee may not utilize sick, annual and compensatory leave and an additional twelve weeks of unpaid leave. The total leave taken following the birth of the baby shall not exceed twelve weeks.

G. FAMILY LEAVE

1. Basis for Leave

An "eligible employee" is an employee who has been employed by the City for at least 12 months, and has been employed for at least 1,250 hours of service

during the 12-month period immediately preceding the commencement of leave. The City must grant an eligible employee up to a total of 12 workweeks of unpaid leave during any 12-month period for one or more of the following reasons:

- a. for birth and care of a newborn child of the employee;
- b. for placement with the employee of a son or daughter for adoption or foster care;
- c. to care for a spouse, son, daughter, or parent with a serious health condition;
- d. to take medical leave when the employee is unable to work because of a serious health condition; or
- e. for qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on active duty or call to active duty status as a member of the National Guard or Reserves in support of a contingency operation.
- f. The City must grant an eligible employee who is a spouse, son, daughter, parent, or next of kin member of the Armed Forces, including a member of the National Guard or Reserves, with a serious injury or illness up to a total of 26 workweeks of unpaid leave during a "single 12-month period" to care for a service member.

2. Extent of Leave

The Family and Medical Leave Act of 1993 allows for "eligible" employees to take job-protected, unpaid leave, or to substitute appropriate paid leave if the employee has earned or accrued it, for up to a total of 12 work weeks in any 12 months.

Employees who wish to utilize the Family Leave Provisions, Section (G) of this Manual (above), which allows up to twelve weeks of unpaid leave to care for a newborn child, care of an employee's spouse, child or parent or for the employee's own serious health condition, shall have any paid leave taken during this period applied to the total twelve week period. In other words, an employee may not utilize sick, annual and compensatory leave and an additional twelve weeks of unpaid leave. The total leave taken following the birth of the baby shall not exceed twelve weeks.

3. Advance Notice and Medical Certification

- a. The employee must provide 30 days advance notice when the leave is "foreseeable."

- b. The employee shall be required to provide medical certification to support a request for leave because of a serious health condition.

4. Intermittent or Reduced Leave

- a. An employee may take intermittent leave or may work a reduced leave schedule to reduce the usual number of hours per day or work week.
- b. Intermittent or reduced leave schedules are subject to Department Head approval unless medically necessary.

5. Job and Benefit Protection

- a. Upon the employee's return, he/she shall be reinstated to his/her original job or a comparable position with equivalent pay, benefits and other employment terms.
- b. For the duration of an employee's family leave, the City will provide continuing group health and life insurance benefits under the conditions coverage would have been provided if the employee had continued working.
- c. The City may recover its share of insurance premiums paid for maintaining the employee's health coverage if the employee does not return to work for a reason other than the serious health condition of the employee or the employee's immediate family member, or another reason beyond the employee's control.

H. ADMINISTRATIVE LEAVE

The City Administrator may grant special leave with pay to attend professional or technical conferences, meetings, schools, or to visit other cities to compare new methods relating to responsibilities in the employ of the City. The City Administrator may approve administrative leave for seminars and conferences held outside the area.

1. Granting of Leave

Administrative leave may be granted by the City Administrator to Department Heads, administrative staff and any other employees for the purpose of attending seminars, conferences, or schooling. Request for such leave shall be submitted to the City Administrator at least one (1) week prior to the beginning of said school, seminar or conference. In addition, where shortages of personnel may be experienced due to the attendance of such functions, a satisfactory work schedule indicating adequate coverage of all shifts will be submitted.

2. Travel Expenses

Travel expenses for the attendance at such functions as conferences, seminars and schooling shall be based upon the least expensive method available. For example, where such conferences may be located in out-of-town or out-of-state areas, mileage or air fare and the least expensive route will be paid. In addition, expenses for meals and motels will be based on the least expensive mode of transportation.

Where it would be cheaper to send someone by air, their motel expenses and meals would be based upon the time of arrival to the time of departure for their air service. Where they are driving, the expenses incurred in travel shall be from the time of leaving Douglas to the time arriving in Douglas. At no time will the City pay for mileage and related expenses when air fare and related expenses to traveling by air are less.

I. COURT LEAVE

1. Jury Duty

It is the policy of the City of Douglas to enable its employees to fulfill their civic obligations. If an employee is called to serve on jury duty, the employee is requested to notify his/her supervisor immediately. All regular full-time employees will be paid their regular wages while on jury duty. Employees other than regular full-time employees will be provided time off to spend on jury duty but are ineligible for compensation for time spent on jury duty.

2. Witness Duty-City Involvement

An employee on court leave as a part of a City of Douglas lawsuit shall receive his/her regular paycheck during such leave. Mileage allowance paid by the court as well as jury duty or expert witness fees are to be retained by the employee.

An employee, while on duty, who is witness to an event which results in the employee being subpoenaed by a Court, may request paid Court leave by submitting a copy of the subpoena and a statement describing the event to his/her Department Head at least twenty-four (24) hours prior to the ordered Court appearance.

3. Personal Case

If an employee is involved as a witness (not because of official capacity) or in a personal case, either as a plaintiff or as a defendant, leave may be granted, but the time off shall be charged either to accrued vacation or to leave without pay.

J. MILITARY LEAVE

1. Enlistment in Armed Forces During National Emergency

An employee who enlists or who is drafted during a period of national emergency into the United States military service shall be entitled to leave without pay for the duration of that tour duty. An employee who re-enlists loses all re-employment and reinstatement rights. Employees who fail to contact the City within fifteen (15) days of discharge also waive reinstatement rights.

2. Benefits During Military Leave

Benefits shall not accrue during such period of leave.

3. Reserve Duty

- a. No person shall be denied benefits or compensation to which otherwise entitled as an employee, by virtue of attendance at Reserve or National Guard Summer training camp.
- b. Employees on Reserve Duty shall be given a leave of absence not to exceed thirty (30) calendar days in any one calendar year to attend authorized encampments, training cruises and similar training programs. (Revised, 7-27-09)
- c. An employee shall continue drawing regular pay during this Reserve Duty and shall not be required to turn his/her military check over to the City.
- d. An employee who has been employed for at least one year shall be entitled to a leave of absence without pay, but without loss of seniority, status, or other benefits, if engaged in training or active service ordered or authorized by proper authority, when exceeding thirty (30) days in calendar year. (Revised, 7-27-09)

4. Eligibility

Eligibility shall include all regular full-time employees, including probationary employees. To be eligible for this benefit, a copy of military orders must be received by the City Administrator no later than ten (10) days prior to departure.

K. LEAVE WITHOUT PAY

1. All requests for leave without pay up to ten (10) work days shall be in writing and require approval by the immediate Department Head and City Administrator. The application shall contain the specific reason for the leave, the date leave would begin, and the date of return. The request shall be submitted prior to the first effective day of the leave.

2. A leave without pay will not be granted for an employee to engage in other employment. To engage in other employment while on a leave of absence without pay automatically constitutes termination of employment with the City.
3. The failure of an employee on leave without pay to return at the end of such leave will be considered a voluntary resignation by the employee.
4. Periods of leave without pay in excess of 10 days constitutes a break in service unless said leave is for disability, maternity or military leave. Employees on leave without pay in excess of 10 days for whatever reason are not eligible to accrue vacation or sick leave benefits during that leave without pay status.

L. ELECTION LEAVE

An employee may, on the day of a primary, general or special national, state or municipal election, be absent with pay for the purpose of voting for a period of one (1) hour with the approval of the employee's supervisor. Employee shall present a voter's receipt to supervisor upon return.

M. ABSENCE WITHOUT LEAVE

No City employee shall be absent himself/herself from duty without specific permission from the Department Head. When an employee is absent without permission for more than three (3) work days, the position shall be declared vacant.

N. REQUEST FOR LEAVE

A request for leave must be completed by an employee prior to taking annual leave, compensatory leave, leave without pay, court leave, administrative leave or other approved leave. A request for leave form must also be completed by the employee's supervisor for sick or injury leave when said employee notifies supervisor of illness. Approved leave forms must be submitted to timekeepers for credit to be given.

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X. DISCIPLINARY ACTION AND COMPLAINT PROCEDURES

A. POLICY

The policy of the City of Douglas is to impose disciplinary action fairly and impartially and to offer adequate appeal procedures to ensure that the rights of employees are protected.

Discipline is a process of imposing formal sanctions which will help train or develop an employee and may include positive reward of employees, training and counseling, as well as punitive action.

B. AUTHORITY

Department Heads and other supervisory personnel in the exercise of their responsibilities have the right to counsel, reprimand, suspend (with concurrence of the City Administrator), and recommend to the City Administrator other disciplinary action as necessary.

C. GENERAL DISCIPLINE GUIDELINES

Discipline may be initiated for various reasons, including, but not limited to, violations of these policies and procedures or unsatisfactory job performance. Employees are expected to have a reasonable perception of what constitutes proper behavior and should be guided in this perception by the policies and procedures outlined in this Manual.

D. DISCIPLINARY ACTION CONSIDERATIONS

In determining the extent of disciplinary action recommended for a particular offense, the following factors should be considered:

1. Seriousness of offense;
2. Employee's past record;
3. Employee knowledge of rules and regulations;
4. Past warnings;
5. Rank;
6. Length of service;
7. Past practices regarding violation (consistency of enforcement of rule or regulation);
8. Attitude of employee towards infraction.

E. ADMINISTERING DISCIPLINARY ACTION

This section pertains to the regular employees of the City. Temporary and probationary employees are subject to dismissal for failure to perform satisfactorily or for behavioral deficiencies without the necessity of following the procedures in this section.

Effective supervision is dependent on insuring that an employee fully understands his/her job duties and responsibilities as well as on-the-job behavior requirements. When an employee deviates from performance and/or behavior requirements, it is incumbent on the Department Head to take necessary actions. An important consideration in the effecting of any corrective action is that such action be appropriate to the nature of the offense, taking into consideration the factors in Section (D) above, and may range from verbal counseling to immediate dismissal.

1. Verbal Counseling

With the exception of offenses requiring more stringent action, an employee will normally be counseled verbally before receiving a written warning. A written notation should be made of a verbal counseling for departmental file.

2. Written Reprimand

A written reprimand should ordinarily be issued in the event of another performance problem for which the employee was previously verbally counseled for a violation of a City policy.

The reprimand should address the specific infraction, and be signed and dated by the Supervisor and by the employee. If the employee refuses to sign the reprimand, another supervisor should be immediately brought in and asked to sign and witness that the employee has seen, but refused to sign, the reprimand. A written reprimand is included in the employee's personnel file.

The reprimand should inform the employee of the possible consequences, including suspension and/or discharge, should additional violations or performance problems occur.

3. Suspension With Pay

A suspension with pay may be recommended by a supervisor during periods of internal investigation or pending disciplinary or administrative action upon approval of the City Administrator.

4. Suspension Without Pay

A suspension without pay may be recommended by the supervisor for serious infractions, repeated performance problems or repeated violations of City policy. Suspension requires concurrence of the City Administrator. An employee suspended without pay shall be provided with written documentation of the circumstances which caused the suspension and the duration of the suspension and should inform the employee of the consequences of additional violations or performance problems.

An immediate suspension may be affected by a Department Head (upon concurrence of the City Administrator), when there is a possibility of violence, disruption of work (including insubordination), or damage to property or persons, or an employee appears under the apparent influence of drugs or intoxicants.

Following the immediate suspension, the Department Head will prepare a detailed account of the circumstances which caused the suspension action and list the names of other personnel who were witness to the situation.

The Department Head or City Administrator, depending on who initiated the action, will then prepare a letter within two (2) work days after the emergency suspension action notifying the suspended employee of the duration of the suspension or proposed dismissal, if that is the intent of the Department Head or City Administrator. This letter will state specifically and in detail the reasons for the suspension action or proposed dismissal.

5. Dismissal

When an employee by behavior or performance evidences to his/her Department Head or City Administrator that termination of employment is the correction required, the Department Head or City Administrator will prepare specifically and in detail a statement of the reasons why dismissal should occur and submit the statement to the Human Resources Officer or other individual designated by the City Administrator. The Human Resources Officer will review the statement and determine if the proposed action is based on cause and that the proper technical procedures for administering disciplinary action have been followed. If the proposed action is determined to be within the human resources rules and regulations, the Human Resources Officer will indicate this in writing to the Department Head or the City Administrator. The City Administrator shall approve all dismissals.

The Department Head will then issue a letter of proposed adverse action, citing specifically and in detail the reasons for the action. The letter of proposed action must advise the employee of his/her appeal rights as per the City of Douglas' Policies and Procedures and the Administrative Procedures Act of the State of Wyoming. A Department Head may initiate a letter of proposed adverse action if

he or his designate is the knowledgeable person with respect to the employee's performance or behavior.

6. Employee Appeal

A regular employee has the right to appeal a suspension or dismissal, pursuant to the Administrative Procedures Act of the State of Wyoming. The employee will be given five (5) work days to reply in person or in writing to the Department Head and/or City Administrator to describe fully his/her side of the circumstances and to provide reasons why the proposed disciplinary action should not be effected or why it should be reduced.

The City Administrator will give consideration to the reply and establish written reasons for the decision which will be incorporated into the letter of decision which will:

- a. Implement the action which has been proposed.
- b. Reduce the discipline and implement the letter action.
- c. Cancel the proposed disciplinary action.

The letter of decision must state the effective date of the action and must advise the employee of his/her appeal rights if discipline involving a suspension or dismissal is implemented. The letter of decision will be issued within one week (7 days) of the appeal date.

An employee cannot be disciplined more than once for a given act. However, in considering discipline for a successive offense(s), past disciplinary action may be considered in determining the penalty.

F. EMPLOYEE ASSISTANCE PROGRAM

1. Policy

It shall be the policy of the City of Douglas to assist employees with personal problems when these problems begin to have an adverse impact on job performance. Through an Employee Assistance Program (EAP), the City will attempt to motivate employees to seek help and to assist them in getting whatever services are needed. The goal of this program is to provide the opportunity and mechanism for employees to obtain help and resolve problems which adversely affect job performance. This will result in improved productivity from the employees.

2. Purpose

The Employee Assistance Program is designed to deal with problems such as alcoholism, drug abuse, and marital, financial, legal and psychological problems.

The City feels that the majority of employees who develop alcoholism or other types of chemical dependency can be helped to recover and the City should offer appropriate assistance. Other personal problems which have a negative effect on job performance need to be addressed in a like manner.

The focus of this program is on assessment and referral of employees to trained specialists best suited to handle their particular problem. Once an employee has been identified by a supervisor as having a job performance problem, or once an employee feels a personal need for help, someone must assist the employee in deciding exactly what the problems are and what course of action should be taken. The City will utilize the services of professional mental health agencies in providing this assessment and referral.

The program is not designed to provide treatment but rather to provide early identification, motivation, and referral to appropriate care in order to enhance the treatment process. The ultimate goal of the program is to retain valued employees and eliminate costly turnover.

3. Applicability/Participation

This policy applies to all regular employees of the City. The program is also available to family members of employees since it is recognized that problems at home can adversely affect an employee's ability to function on the job.

4. Confidentiality

Participation in the program will not jeopardize an employee's job security, promotional opportunities, or reputation.

Participation in the program will be completely confidential and any records and information about referral, diagnosis and treatment will be maintained separate and apart from the personnel files. Except as may otherwise be required by law, no information, oral or written, will be disclosed without the express written permission of the employee.

5. Procedure

The immediate supervisor is responsible for monitoring an employee's job performance. In the case of deteriorating performance, the supervisor should work with the employee to re-establish accepted levels of performance. The

following procedures will serve as a guideline in resolving performance problems which may be caused by personal problems of the employee.

- a. Informal discussion of the problem (attendance, job performance, general behavior, etc.) with the employee. Employee should be made aware of expected level of performance and areas where his/her performance is falling short. Discussion as to how to improve performance should be held.
- b. Employee should be made aware of City Employee Assistance Program for self-referral if need for assistance is indicated. Supervisor should not attempt to diagnose personal problems or assume that they are causing unsatisfactory performance.
- c. Document the discussion for future reference and follow up within four to six weeks and document whether program has continued.
- d. If the problem warrants formal reprimand or more serious disciplinary action, employee should be given opportunity to utilize EAP, either by a self-referral or a City-arranged appointment. Employees are given the opportunity to resolve work-related difficulties as an alternative to, or concurrent with, disciplinary action. Explain that the Human Resources Officer is available to assist employee in obtaining services of a trained counselor.
- e. This policy does not alter or replace existing human resources procedures. Employee compliance with the EAP is strictly voluntary. If an employee chooses not to seek assistance and/or performance problems persist, the employee will be subject to normal disciplinary procedures. If performance problems are corrected, no further action will be taken by the employee's supervisor.

6. Payment for EAP Services

Insurance benefits will cover many of the counseling or rehabilitation costs. Costs for service not covered by insurance will be the responsibility of the employee.

G. GRIEVANCE PROCEDURE

The City is interested in the establishment of good employee relations practices and the promotion of sound human resources management. Nonetheless, when there are incidents causing employee dissatisfaction, employees are entitled to present their complaints without fear of any reprisal action. Whenever an employee believes that some condition of employment has developed which is adversely affecting his/her working conditions, the employee has the right to complain. The steps to be followed in the filing a complaint and seeking remedial action are:

1. First Step – Immediate Supervisor

Within ten (10) calendar days of the circumstance causing the dissatisfaction, an employee must contact his/her direct supervisor orally and present in writing or verbally what the employee perceives the circumstance to be and what the employee believes to be fair handling or corrective action. The supervisor will investigate the matter and attempt to provide a solution or explanation within three working days, unless additional time is required under the circumstances.

2. Second Step – Department Head

If the matter is not resolved at the time the matter is brought to the supervisor for discussion, the grievance shall be taken to the Department Head. The Department Head shall obtain all relevant facts and verify statements made by the employee and issue a decision within three (3) workdays of receipt of the grievance. Said decision shall be documented in writing and shall fully explain the Department Head's position. A copy of the decision shall be sent to the City Administrator.

3. Third Step – City Administrator

- a. If the employee is dissatisfied with the Department Head's explanation, the employee, within five (5) workdays of receipt of the Department Head's response, may appeal the Department Head's decision to the City Administrator. The appeal must be in writing and indicate the employee's reasons for differing with the Department Head's decision.
- b. The City Administrator will meet with the employee, the employee's designated counsel, if any, and with the employee's Department Head. If the complaint is not settled through oral discussion, the City Administrator's written reply must be made within seven (7) workdays of receipt of the employee's complaint appeal.
- c. The City Administrator's decision closes the case, except as is indicated in (4). There is no further administrative appeal.

4. Grievance With City Administrator Action

If the employee filing the grievance is supervised by the City Administrator, the employee may, after initially filing the grievance with the City Administrator as required in (F)(1) above, request a hearing with the City Council to attempt to resolve the issue. Said appeal shall be filed, in writing, with the City Clerk who shall be responsible for filing request for hearing the City Council. Said hearing shall be held within 30 days of receipt of written request.

5. Exceptions – Chain of Command

The City encourages all grievances to be handled at the department level. However, the following exceptions are recognized as instances where an employee may file a grievance with the City Administrator without first meeting with the Department Head:

- a. If the employee suspects or has proof that a federal or state law is being violated or is about to be violated.
- b. If a safety hazard exists that threatens the health of an employee or the public.

6. Termination of Complaint

When an employee fails to pursue the complaint within the specific time limits, withdraws the complaint, or resigns his position, the employee's complaint will be terminated.

7. Freedom From Reprisal

Employees are assured freedom from reprisal for using the grievance procedure.

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XI. SEPARATION FROM EMPLOYMENT

An employee may be separated from employment with the City of Douglas by resignation, lay-off, retirement, dismissal or death.

A. RESIGNATION

1. An employee may resign by submitting a written or verbal resignation to his/her Department Head and/or City Administrator.
2. A resignation may be withdrawn if agreed to by the Department Head and/or City Administrator prior to the effective date.
3. An employee who resigns while under suspension, or while awaiting disciplinary action, shall forfeit his/her right to appeal the disciplinary action.
4. An employee who is absent without approved leave for a period of three (3) consecutive working days shall be considered to have resigned unless there is notification from a family source that employee could not contact his/her Department to explain leave. The employee absent without approved leave will not be eligible for re-employment.
5. All regular employees who resign in good standing are eligible for re-employment consideration provided the minimum qualifications for the position are met.
6. An employee is expected to provide notice of resignation at least two weeks in advance of the anticipated resignation date. Failure by an employee to provide sufficient notice may result in his/her not being eligible for reinstatement privileges.

B. REDUCTION IN FORCE

1. Reasons for Reduction-in-Force

Staff reductions may result from a variety of different factors, including but not limited to, reorganizations designed to improve efficiency, cost-cutting measures, seasonal downturns or budgetary elimination of positions by City Council. Layoffs and staff reductions are implemented for non-disciplinary reasons.

2. Factors Utilized in Determining Reduction-in-Force

- a. The City Administrator shall direct that reduction-in-force procedures be implemented when positions are abolished because of lack of funds, lack of work, or reorganization. The City Administrator shall determine the number and kind of positions to be affected and institute their abolishment.

- b. When reductions-in-force occur, job reassignment often is necessary. Individual considerations in determining which employees are to be separated may include type of appointment, performance history, adaptable job skills, willingness to take on additional assignments and length of service.
- c. When it is determined that an employee is to be laid off, the head of the affected department shall notify the employee of the anticipated date of the reduction-in-force. The City Administrator shall notify the employee in writing of the effective date of the reduction-in-force and the reasons for the action.

C. RETIREMENT

There is no mandatory retirement age, although continued employment by an employee will be subject to meeting expected performance standards as evaluated in the annual performance evaluation process.

D. DISMISSAL

An employee who is discharged for cause as described in Section (X) shall be given a written statement of the action planned and shall be given the rights of appeal as formulated by these Rules and Regulations.

E. DEATH OF EMPLOYEE

In the event of the death of a City employee, the City shall pay all entitlements, including final paycheck with accrued leave to the employee's designated beneficiary as stated on his/her group life insurance enrollment card. The City also agrees to release funds held in employee's name in City's deferred compensation plan to the named beneficiary.

F. TERMINATION PROCEDURE

1. Exit Interview

Any employee who terminates employment with the City of Douglas for any reason shall be subject to an employee exit interview prior to writing of final check. This termination interview shall be conducted by the Human Resources Officer or by the City Administrator or both if employee desires. This interview allows employees to communicate their views on their work with the City and the job requirements, concerns and training needs. It also provides an employee with the opportunity to discuss issues concerning insurance and other benefits. Contents of an exit interview are confidential, with results released in statistical form only to illustrate trends and potential problem areas with existing policies or pay practices.

2. Final Check

When employee's exit interview is completed, authorization will be given to payroll by Human Resources Officer to draft final check. Such check shall include any accrued vacation leave, sick leave payback or unused compensatory time. Final check shall be delivered to Department Head for issuance to employee when all departmental check-out procedures have been met (return of keys, equipment, uniform, etc.) No final check shall be issued without Department Head authorization.

CITY OF DOUGLAS SAFETY AND HEALTH PROGRAM

It is the policy and a top priority of the City of Douglas to provide an accident-free and comfortable work environment by identifying all potential hazards in the workplace. Hazards will be eliminated to the extent possible. When a hazard cannot be eliminated, employees will be trained on how to work around these hazards in a safe manner and will be instructed to use any equipment that would protect the employee.

Our health and safety program, and specific individual programs, comply with federal, state, and local regulations with particular emphasis on the Wyoming Occupational Health and Safety Rules and Regulations that apply to City operations.

In order to maintain the safety standards desired by the City of Douglas, it is necessary to have an active accident prevention program throughout the organization, involving everyone from top management to rank and file employees. Safety and health are functional responsibilities of each employee.

Compliance with this program and safety and health rules is **mandatory**. These policies are an integral part of the City's Human Resources Policies and Procedures Manual and have been approved and adopted by the City Council.

THIS MANUAL APPLIES TO ALL EMPLOYEES OF THE CITY OF DOUGLAS. EACH DEPARTMENT SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF SPECIFIC HEALTH AND SAFETY POLICIES AND PROCEDURES AND TRAINING PROGRAMS THAT ARE SPECIFIC TO ITS OPERATIONS. THESE SPECIFIC DEPARTMENTAL POLICIES SHALL BE PROVIDED TO EACH EMPLOYEE UPON ADOPTION AND APPROVAL BY THE RISK MANAGEMENT COMMITTEE.

OCCUPATIONAL HEALTH AND SAFETY ACT

The Wyoming Occupational Health and Safety Act provides that every business in the State of Wyoming shall:

- a. Furnish to each employee a place of employment free from recognized hazards that are causing or likely to cause death or serious physical harm.
- b. Comply with occupational health and safety standards and rules, regulations and orders pursuant to the Act that are applicable to business and operations.

- c. Comply with, and require all employees to comply with, occupational health and safety standards and regulations under the Act that are applicable to their actions and situations.
- d. Encourage employees to contact their immediate superior for information that will help them understand their responsibilities under the Act.

SAFETY AND HEALTH RESPONSIBILITIES

The city recognizes its obligation to provide the safest possible working conditions for its employees and to prevent injuries.

DUTIES AND RESPONSIBILITIES OF ALL PERSONNEL UNDER THE CITY OF DOUGLAS SAFETY AND HEALTH PROGRAM.

The Risk Management Committee shall:

- a. Provide all levels of management with the services and technical advice needed for proper administration of the Safety and Health Program.
- b. Develop programs and technical guidance to identify, control, and remove (if possible) potential workplace hazards.
- c. Assist in the development of safety and health training and educational programs for all employees.
- d. Establish procedures for reporting and investigating all claims, incidents, and safety violations.
- e. Conduct annual inspections to identify unhealthy or unsafe conditions or work practices.
- f. Recommend programs and activities that will develop and maintain incentives for, and motivation of, employees in safety and health.
- g. Develop disciplinary standards and recommend disciplinary action for employees who violate safety and health rules.
- h. Maintain the state safety and health poster, emergency telephone numbers, OSHA Form 200, and other notices required by Wyoming Worker's Safety. Ensure that

this information is posted in places on each job where employees can see them.

- i. Report accidents that result in an occupational fatality, or three or more hospitalized workers, to Wyoming Worker's Safety at 307-777-7786 within eight (8) hours of occurrence.

Each Department Head shall:

- a. Become familiar with safety and health regulations related to their area of responsibility.
- b. Implement the elements and activities of the City's Safety and Health Program within their area of responsibility.
- c. Require all employees under their supervision to use individual protective equipment and safety devices.
- d. Ensure that safety equipment is available, maintained, used, and stored correctly.
- e. Ensure that all employees under their supervision receive job safety and health training as required.
- f. Direct correction of unsafe conditions.
- g. Conduct safety meetings with all supervisors and/or employees and properly document employee attendance.
- h. Ensure that supervisors are aware of, and comply with, requirements for safe practices.
- i. Assist the Risk Management Committee in investigation of all accidents within their area of responsibility. Review all accidents/incidents with supervisors and employees involved. Ensure that accident reports and Workers Compensation forms are completed and submitted as appropriate. Ensure that corrective action is taken immediately to prevent a reoccurrence.
- j. Require all subcontractors and subcontractor personnel under contract with the City of Douglas and working within City facilities to comply with safety and health regulations.
- k. Maintain copies of applicable programs and Wyoming Worker's Safety forms in the work area, in accordance with City practice and policy.

1. Maintain all training records for a minimum of three (3) years.

All First Line Supervisors shall:

- a. Be familiar with, explain, and enforce City safety and health regulations within their area of responsibility.
- b. Ensure that safety devices and proper individual protective equipment are used by employees supervised.
- c. Provide for instruction and training in job safety and health requirements for all employees in area of responsibility.
- d. Conduct frequent and regular safety and health inspections of work areas.
- e. Conduct safety briefings with all employees supervised and make a notation to supervisor's log.
- f. Insure that all injuries and accidents are documented and are reported promptly and treated properly.
- g. Assist Risk Management Committee in investigation of all accidents/incidents, obtain all pertinent data, complete and submit the appropriate report(s), and initiate/take corrective action.
- h. Act on reports of hazards or hazardous conditions reported by employees.
- i. Give full support to all safety procedures, activities and programs.

The City Clerk shall:

- a. Maintain all records and reports of accidents that have taken place during the course of City of Douglas operations. These forms and reports may include the OSHA Form 200 Injury/Illness Log, the OSHA Form 101 Supplementary Record of Occupational Injury and Illness. The equivalent form, Wyoming Workers' Safety and Compensation Division Report of Occupational Injury or Disease, may be kept instead of the OSHA Form 101.
- b. Ensure that employee's Report of Occupational Injury or Disease is filed with the office of the County Clerk of Court within ten (10) days of employee's notification of an occupational injury or disease.

- c. Process all paperwork associated with accidents, on-site inspections, and in-house audits. Maintain permanent record for City of Douglas files.

The City Administrator shall:

- a. Appoint employees to the Risk Management Committee.
- b. See that Risk Management policies and procedures are established and implemented.
- a. Maintain all medical records, evaluations and exposure monitoring records for a period of 30 years in a separate confidential file.

All employees shall:

- a. Be familiar with and comply with City of Douglas safety and health policies and practices as well as all federal, state, and local safety laws.
- b. Notify supervisor immediately of unsafe conditions/acts, equipment, accidents, and injuries. Report any injury or accident regardless of severity immediately!
- c. Use the safety equipment which has been provided for use in performing daily work assignments; wear appropriate work clothes as required.
- d. Do not operate equipment or machinery unless you are authorized and trained to do so.
- e. Warn co-workers of unsafe conditions or practices they are engaged in which could cause to or cause an accident.
- f. Avoid horseplay.
- e. No employee shall use alcohol or any controlled substance while on the job or while operating any city vehicle or equipment nor report to work or operate any city vehicle or equipment while under the influence of alcohol or any controlled substance. Employees taking any medication which may impair their ability to safely operate a vehicle or piece of equipment should so advise their supervisor.

EMPLOYEE WELLNESS PROGRAM

- a. The City of Douglas, in cooperation with Converse County Memorial Hospital, has implemented a Worksite Wellness Program for all employees and interested family

members. The City is committed to provide educational and screening programs to assist employees in reaching their optimum level of physical and mental well-being.

- b. The goal of the wellness program is to encourage and assist employees to take positive and responsible action to improve their personal health.
- c. No employee will be "required" to participate in the program unless the Risk Management Committee recommends participation for employees in an effort to reduce health care or worker's compensation costs.
- c. The wellness program provides the following benefits to employees as well as to the City:
 - 1. Direct benefits of reduced employee absenteeism, increased productivity, and stabilization of health care costs.
 - 2. Direct access to voluntary programs for employees and family members to educate themselves and gain greater control of their health and lifestyle decisions.
 - 3. Indirect benefits such as improved employee morale, effective recruiting and retention of health-conscious employees with an improved public image for the city.

CLAIM PROCEDURES

All incident, accident and injury reports shall be forwarded to the Risk Management Coordinator for review by the Risk management Committee.

- 1. Duties following a property or potential liability loss.
 - A. Promptly give Risk Management Coordinator notice of the loss. The notice should include how, when and where the loss occurred, the property involved and the names and addresses of any witnesses.
 - B. Do not assume any obligation, admit any liability or incur any expense for which the City may not be liable.
 - C. Promptly deliver any notices, police reports or other papers concerning the loss to the Risk Management Coordinator.
- 2. Procedures for filing claims
 - A. Upon receipt of notice of claim, claimant or reporting person may be contacted by the Risk Management Committee to obtain further information.

- B. A City of Douglas Claim/Loss Report shall be completed by the claimant or their representative.
- C. All claims for damages will be forwarded to the appropriate insurance provider.
- D. Any claimant whose claim has been processed to the City's insurance provider and whose claim has been denied or no coverage is provided, may request that their claim be placed on the City Council agenda for consideration of payment or other resolution.

ACCIDENT AND INJURY REPORTING

Procedures for Reporting Accidents involving City Vehicles

The driver of any city vehicle involved in an accident, resulting in injury to any person or damage to any property, shall immediately stop the vehicle as close to the scene of such accident as possible without obstructing traffic more than is necessary. He/she shall then render any assistance possible and immediately report the accident to the Police Department. The employee will then notify his/her supervisor to file an incident report with the Risk Management Committee.

Accident, Injury, and Incident Reporting

In the event of serious accident or injury to a municipal employee, injury to a citizen by municipal operations, or damage to property related to any municipal operations, the City Administrator will be notified immediately by the employee or his/her supervisor. This includes any fatalities occurring on municipal property whether an employee or not.

Emergency assistance is obtained by calling 911.

WORKERS' COMPENSATION CLAIMS MANAGEMENT

The following actions will be taken/followed on all accidents/injuries being submitted as a Workers' Compensation claim:

- a. Injured employees must immediately report any job-related accidents/injuries to their supervisor, who will notify the Risk Management Coordinator. All accidents/incidents will be investigated by the Risk Management Committee for confirmation that any resultant injuries are job-related.
- b. Within ten (10) days after notification to the employer, injured employees must complete the Worker Information Section, only, of the Workers' Safety Compensation Report of Occupational Injury or Disease forms package.

- c. The supervisor will complete the Employer's Information Section of the same report with ten (10) days of the notification and forward the entire package to the City Clerk for filing with the County Clerk of Court.
- d. Employees shall comply with, and be subject to, Worker's Compensation procedures as outlined in Chapter IX Section E. 1 - 6 of the City of Douglas Human Resources Policies and Procedures Manual as amended October 11, 1993 and included herein.

E. INJURY LEAVE

1) Eligibility

All regular and probationary employees and non-elected officers of the City, but excluding temporary and seasonal employees, shall be granted injury leave with full pay. Such injury or incapacity must result from an accident within the scope of the employee's employment and render the employee totally incapable of performing any reasonable duties with the City. Injury leave will be granted only with a doctor's authorization.

2) Worker's Compensation Procedure

- a) *To be eligible for injury leave and subsequent Worker's Compensation benefits, an employee is required to report any job-related injury to the immediate supervisor. If the immediate supervisor is unavailable, the injury shall be reported to the Department Head. The supervisor is responsible for completing the Employee's Statement for Worker's Compensation, the OSHA report or injury, and the Safety Committee Supervisor's Employee's injury Report. All forms are then filed with the City Administrator's Office within 48 hours of the occurrence. The City Administrator's Office will then file all applicable reports with the Worker's Compensation Division.*
- b) *An injured employee who requires medical treatment must go to a medical facility which has been approved by the City. Injured employees must notify the hospital or clinic that the injury occurred on the job and complete an employee statement. Said employee must also present attending physician with OSHA required form indicating injury description and diagnosis to be completed by physician.*
- c) *In the event of a life endangering emergency, it is appropriate to call the ambulance service for emergency aid. Should the employee choose to go to the hospital, the employee is to report directly to the Emergency Room. If the initial treating physician advises further medical treatment by another doctor, or the employee requests to see another physician, a written referral*

must be made to the second doctor. Any other medical treatment not approved beforehand in writing, may not be payable by

Worker's Compensation. The cost of unauthorized medical charges will be paid by the employee.

- d) Penalties may be imposed by Worker's Compensation against the employee for the late reporting of an injury. The employee will lose one (1) day of injury leave for each day late in reporting.*

3) Duration of Injury Leave Benefit

When an employee receives medical treatment immediately following a job-related injury, that employee will be considered on Injury Leave until the time the physician states the employee can return to duty. A return to work authorization from the attending physician must be presented to the injured employee's supervisor before the employee will be allowed to resume work. The City will retain employees on an extended leave of absence for work-related disabilities until one of the following situations occurs.

- a) The employee is released for full or light-duty.*
- b) The City receives medical evidence as documented under the Wyoming Worker's Compensation laws that the employee will be permanently unable to return to work. In the case of permanent disability, reasonable accommodation alternatives shall be explored to determine possible placement of employment to allow for continued employment.*
- c) The employee directly or indirectly informs the City (by accepting other employment, moving out of town, etc.), that he/she does not intend to return to the City's employ.*

4) Return to Work - Light Duty

A temporarily disabled employee shall return to limited duty, or revised duties and responsibilities, if such are available, and if the employee is determined physically and mentally able to return to limited duty. The employee may be assigned to any duties within any department of the City as long as he/she is able to do so, and as long as he/she continues to receive injury payments.

5) Compensation While on Injury Leave

a) **Status Pending Worker's Compensation Eligibility**

In the event there is a possibility that the Division of Labor might rule that a particular accident was not job-related, and there would be no liability incurred by the State Insurance Fund, the employee will be carried on Sick Leave to the extent such leave has been accrued, then compensatory or annual leave, until exhausted, and finally leave without pay status.

*Where it has been determined, either by the City of Douglas Safety Committee or by the State Worker's Compensation Division, that an employee's injuries are work related, the City will pay the employee's full salary. At the time determination is made that the employee's injuries are work-related **and no lost time wages are applied for**, the employee will be credited with sick, compensatory or annual leave used during the determination period.*

b) **When Lost Time Wages are Applied For**

An employee off work for a period of time subject to lost time wages under Wyoming Worker's Compensation laws shall utilize sick, compensatory or annual leave to the extent lost time wages are not reimbursed to the City. Any Worker's Compensation benefit payments for lost time wages made to the employee will be turned over to the City at which time the appropriate credit to the employee's sick, compensatory or annual leave will be made. If the employee chooses to retain his/her Worker's Compensation payment, the City will not credit leave taken during such time. At no time will an employee's injury leave benefit from the City exceed 180 days.

6) **Temporary or Seasonal Employees**

If a temporary or seasonal employee is injured on the job, he/she will receive Worker's Compensation benefits only.

OSHA FORM 200 INJURY/ILLNESS LOG

The OSHA Form 200 log of all recordable occupational injuries and illnesses is maintained in the office of the City Clerk. The summary section of the OSHA Form 200 must be posted at each work facility/site from February 1 to March 1 of the following year.

TRAINING

Knowledge of safety rules, how and when to function under the rules, and compliance with the

rules are essential to safety. In order to learn a safe and healthful approach to their job, employees must receive appropriate training in the performance of their assigned job and the safety rules applicable to that position.

- a. All safety and health training sessions are **mandatory**.
- b. All new employees shall receive orientation training prior to their exposure to the work environment or to operation of **any** equipment. They will be provided with the City's health and safety policies, rules and procedures.
- c. All employees will receive individual job/task training, which will include, but not be limited to: applicable regulations/standards for their job; recognition, avoidance, and prevention of unsafe conditions; areas and activities that require personal protective equipment; and protective equipment and its use. Each Department shall develop safety training check lists specific to their operations.
- d. Immediate safety training sessions will be conducted to provide information and training on new equipment, new procedures, and new chemicals. Refresher/remedial training will be conducted in specific areas. Such training may be held in conjunction with the safety training/briefings/meetings addressed elsewhere in this policy.
- e. Department Heads and Supervisors will ensure that employees are scheduled for and provided with the required Wyoming Workers' Safety program training. This training includes, but is not limited to fire extinguisher safety, confined space entry, respirator care and use, office safety, proper lifting, defensive driving, bloodborne pathogens, first aid/CPR, hazard communication, lockout/tagout program, emergency response plan, chemical hygiene.
- f. Training received by all employees will be documented in their personnel files.

HAZARD IDENTIFICATION, ASSESSMENT, AND CONTROL

Hazard identification and elimination is not only an inherent responsibility of supervision in providing a safe workplace for employees, but also requires employee involvement. As such, hazard evaluation and control shall be an on-going concern for all. It is the responsibility of everyone (Department Heads, Supervisors, and employees) to identify, report, and correct all possible hazards. Employees are particularly important in this process as they are in the best position to identify hazards in the workplace and day-to-day operations. **Reporting hazards is a protected activity and no action will be taken against anyone for identifying unsafe**

conditions. Reports should be made to immediate supervisor, Department Head or any Risk Management Committee Member for appropriate action.

WORKPLACE SAFETY INSPECTIONS

The City of Douglas has a procedure for conducting workplace/jobsite inspections for compliance with safety and health rules. The purpose of the in-house inspection is to identify hazards and unsafe practices before they cause an injury or accident.

Inspections are conducted to:

- * Confirm safe working conditions
- * Identify hazards that cause accidents
- * Review and follow-up on safety measures
- * Document actions taken to correct hazards

Safety and health inspections will be conducted under the following minimum timelines:

- a. Risk Management Committee: Annual inspection of buildings, work areas, vehicles and equipment, parks and recreation facilities.
- b. Department Head: Quarterly inspections of his/her area of responsibility.
- c. Supervisors: Monthly inspections of area of responsibility, not in conjunction with the above inspections.
- d. The City's Safety and Health Program will be reviewed at least annually.
- e. Wyoming Workers' Safety-Technical Assistance may conduct on-site consultations and inspections, if desired and requested.

After completing jobsite or facility inspections, the individual conducting the inspection will:

- a. Discuss their findings with the employee(s) and appropriate supervisory personnel.
- b. Ensure that any corrections/changes are made known to the appropriate supervisor/employee for correction.
- c. Follow up on changes, corrections, and other actions necessary.
- d. Provide a copy of the checklist to the City's Risk Management Coordinator, along with a statement of corrective actions taken or still required.

Inspection Checklist Guideline

The Risk Management Committee shall use the General Safety Checklist attached as Appendix "A" as a guideline for use during inspections.

SAFETY AND HEALTH RULES

In order for a safety and health program to be effective, it is vital that it be understood and implemented at all levels.

The following are the primary Wyoming Workers' Safety occupational health and safety rules and regulations which are applicable to the City and which must be complied with by the City. A complete set of standards may be found in the WOHS Rules and Regulations for General Industry. Specific departmental procedures shall be followed as indicated in departmental health and safety policy and procedures manual.

Housekeeping

- a. Proper housekeeping is the foundation for a safe work environment. Each employee has the responsibility to keep his/her work areas and equipment clean, orderly and in a safe condition. Good housekeeping definitely helps prevent accidents and fires, as well as creating a professional appearance in the work area.
- b. All materials must be properly stacked and stored according to established guidelines.
- c. Overhead storage areas will be marked as to maximum load rating.
- d. Work areas shall be kept neat and clean.
- e. Work areas shall be kept free of hazardous materials.
- f. Desks, cabinets and file drawers and/or doors shall be maintained properly. File and desk drawers shall be closed when not attended.
- g. Aisles and walkways shall be kept clear of electrical cords and other obstructions at all times.

- h. Access to all emergency equipment such as fire extinguishers, emergency eye wash and showers shall be kept free of obstacles.
- i. Lounge areas, toilets, washrooms and drinking fountains shall be kept clean and free of trash. All restrooms shall be cleaned and sanitized weekly to disinfect surface areas.

Vehicle and Equipment Operations

- a. All vehicles and machinery shall be operated in full conformance with the law and all traffic regulations and instructions issued by the respective departments.
- b. All drivers and passengers of City vehicles shall ride within the passenger compartment of said vehicle and (if so equipped), shall wear seat belts while operating or riding within any motor vehicle. Riders are forbidden on the outside of vehicles. Personnel must remain seated at all times while the vehicle is in motion.
- c. No vehicle or equipment shall be driven or operated at speeds in excess of the legal speed limit, nor at speeds greater than are safe and reasonable for conditions, excluding City-owned emergency vehicles on emergency calls.
- d. All operators of any motor vehicle or heavy equipment shall have a valid Wyoming Driver's license. Employees whose job tasks require a commercial driver's license shall not operate any vehicle requiring same without valid CDL.
- e. Each employee who operates a vehicle regularly or occasionally is required to report any suspension or revocation of his license to his supervisor. Failure of an employee to report a change in license status may result in disciplinary action. suspension or loss of driving privileges may result in temporary reclassification until such time as driving privileges are reinstated.
- e. All vehicles and equipment shall be maintained in safe operable condition and in accordance with the City's maintenance programs. Unsafe or defective equipment shall be reported by the operator to their supervisor or to the shop foreman. Operators shall keep all lights, reflectors, windshields, wipers, rearview mirrors, and other similar equipment clean and in good operating condition.
- f. Operators shall check their vehicles and equipment daily before use to assure that all equipment is in safe and operable condition.
- g. When using vehicles or equipment with poor rear visibility, drivers or operators must be certain when backing that the way is clear and safe to back. When in doubt, ask for assistance.

- h. All employees shall complete a city-sponsored Defensive Driving Course as soon as is practicable following initial employment.

Fire Prevention

- a. All portable fire extinguishers will be properly and conspicuously located, accessible, and properly maintained. Portable fire extinguishers will receive an annual service check and monthly visual inspection. A tag or other form on the extinguisher will document inspections.
- b. All vehicles and heavy equipment shall be equipped with a fire extinguisher of proper size and type. The vehicle operator is responsible for ensuring that his/her equipment has a fully charged fire extinguisher each day.
- c. All employees must know the location of fire extinguisher in the work area and have a knowledge of its use and application.
- d. Exits will be marked as such by a readily visible sign. Other doors likely to be mistaken for an exit will be marked as to their character, or "Not An Exit".
- e. Explosive or flammable materials shall be properly stored.
- f. When heat producing equipment is used, the work area must be kept clear of all fire hazards and all sources of potential fires will be moved away.
- g. Each building shall have an evacuation and emergency preparedness plan.
- h. Smoking or open flames are strictly prohibited when handling or working near fuels, flammable solvents, or in any posted area. Smoking is prohibited during fueling operations.

Electrical

- a. Live electrical parts shall be guarded against accidental contact by cabinets, enclosures, location, or guarding. Open circuit breaker openings or knock out holes, broken receptacles/switches, missing covering plates, etc., will be reported to supervisors for repair or replacement.
- b. Working and clear space around electric equipment and distribution boxes will be kept clear and accessible.

- c. Circuit breakers, switch boxes, etc., will be legibly marked to indicate their purposes.
- d. All extension cords and electric powered tools (except double insulated) will be grounded. Ground prongs will not be removed. Cords and strain relief devices will be in good condition.
- e. Extension cords shall be kept free of frays and breaks.
- f. All lamps below seven (7) feet used for general illumination will have the bulbs protected against breakage.

Tools, Equipment and Machinery

- a. Special care shall be taken when using power tools. All power tools shall be operated according to standard operating procedures. Effective point-of-operation guards shall be in place.
- b. Equipment and facilities shall be free of oil and grease spills.
- c. Any employee-furnished tools of any nature must meet all Wyoming Workers' Safety and ANSI requirements.
- d. All tools, equipment and machinery shall be maintained in a good state of repair. All tools, equipment and machinery shall be inspected daily before use to ensure that they are safe and in proper working order. Defective tools, equipment or machinery shall be reported to the supervisor immediately and not used until repaired.

Ladders

- a. Ladders, scaffolds and horses shall be of standard construction and shall be maintained in good condition.
- b. Ladders and self-locking stools shall be of an approved design.
- c. Step ladders or stools shall be used instead of chairs when reaching high places. The top of a stepladder will not be used as a step.
- d. Only one person will be on a ladder at a time.

Personal Protection and Related Equipment

- a. Personal protective equipment (safety glasses, goggles, hard hats, vests, safety shoes, etc.) must be worn as required for each job in all operations where there is an exposure to hazardous conditions. Equipment selection and wearing requirements will be reviewed and determined by the Risk Management Committee.
- b. Materials are loaded and unloaded in a safe manner.
- c. Lifting shall be done in a proper manner.
- d. Workers shall refrain from engaging in horseplay.
- e. Respiratory equipment in many cases is needed for protection against toxic and hazardous fumes/dusts. Supervisors must verify which equipment meets the need for breathing safety. Only MSHA/NIOSH approved equipment will be used.
- f. Safety devices are required when working more than ten feet above a floor, or at ground level when there are not guardrails or other forms of fall protection, and on certain suspended scaffolds. Each employee will be on a separate safety line, and this line will be adjusted so that the employee cannot fall more than six feet.
- g. Traffic cones, warning flags and barriers shall be used in accordance with construction traffic control standards.
- h. No smoking will be permitted in any city building or at job sites which, for safety reasons, are designated as no smoking.

First Aid

- a. Employees shall be properly trained in first-aid procedures.
- b. First-aid supplies shall be available and easily accessible at each work site.
- c. First-aid supplies shall be checked and replaced periodically to ensure freshness.
- d. Emergency procedures and telephone numbers shall be posted at each work site.

Infectious Disease Prevention

- a. Employees may be exposed to situations and persons hazardous to their health; including exposure to rabid animals, serum B hepatitis and AIDS.

- b. Precautions and education on infectious diseases and other health hazards can reduce these hazards to employees. Employees should use common sense in preventing exposure to infectious disease.
- c. Protective barriers, such as gloves, gowns, masks and protective goggles shall be worn when contact with blood or other infectious body fluids may occur. Observe good handwashing at all times. Cover open wounds and broken skin.
- d. Hepatitis B Vaccine will be made available at city expense to all employees who may be routinely exposed to situations and persons hazardous to their health. Employees may decline to have these shots administered but must sign a declination form to indicate their intent.
- e. In an employee is exposed or has reason to believe he may have been exposed, he should, after first notifying a supervisor, seek medical attention for follow up. If, in the opinion of qualified medical practitioners, any further testing, counseling or evaluation is needed, these services will be provided through the city's insurance plan.
- f. Any employee performing housekeeping duties in any restroom shall wear gloves.

TEN SAFETY TIPS YOU CAN LIVE BY

1. **Positive Attitude:** An employee with a positive attitude will be more safe. How we feel about ourselves has a great impact on our ability to concentrate on the task at hand. An employee who is angry, upset, or depressed, is more likely to make an unsafe decision causing an injury.
2. **Teamwork:** Developing a sense of teamwork is essential to having a safe workplace. When all employees share a common goal, such as safety, then everyone looks out for the safety of each other.
3. **Short Cuts:** The quickest way to accomplish any task is the safe way. When an employee is told to do the job as quickly as possible without regard to safety, safety will become less important all of the time. An employee may be able to get away with taking short cuts once or twice, and may be rewarded for doing a job quickly, but sooner or later this will lead to an accident. Much more time is lost than saved.
4. **Communication:** Miscommunication often plays a part in an on-the-job injury. Not following directions, either written or verbal, leads to many problems, not just safety oriented. Teaching good communication skills is part of an effective safety training program. Create an atmosphere in which employees' ideas, concerns, and problems (as they relate to work) can be expressed freely.
5. **Motivation:** An employee may be trained how to be safe, but unless the employee is motivated to be safe, the individual will most likely not use the training. Conversely, if an employee is motivated to be safe, he or she will appreciate and use all safety training. Motivation is affected by an employee's attitude, sense of being on a team, and knowing that safety is truly a part of the workplace expectations.
6. **Stress:** Stress is part of all workplaces and cannot be eliminated. Employees should know how to manage stress. An employee that does not know how to manage stress is less likely to be focused on their tasks, less aware of their surroundings, unable to clearly think through the consequences of decisions, and thus, likely to have an accident.
7. **The Pyramid:** In 1931, H. W. Heinrich conducted a famous accident study. The study showed that for every accident resulting in a serious injury, there are about 29 resulting in only minor injuries, and 300 with no injuries. If you only respond to the major injuries, you are ignoring 99.7% of all accidents. Concentrating on near misses and correcting what leads to these incidents can prevent the serious injury from occurring.

8. **New Employee vs. Veteran Employee:** A new employee is much more likely to have an accident on-the-job. However, a veteran employee is more likely to have a serious accident on-the-job. A new employee is more likely to have an accident based on lack of knowledge or experience. A veteran employee is more likely to have an accident based on taking short cuts or not following standard safety procedures due to a sense of having extra abilities due to their experience.
9. **Hands-on Effective Training:** Whenever possible, provide safety training with a hands-on approach. People are better able to remember training if they can see, feel, and hear what they are supposed to do. Not only should a trained person demonstrate a safety procedure, but the trainees should be given the opportunity to demonstrate whether they understood the training prior to being exposed to an actual hazard.
10. **Individual responsibility:** The key to the success or failure of any safety program ultimately lies with the individual employee!

EMPLOYEE HEALTH AND SAFETY STATEMENT

As an employee of the City of Douglas, I have read and fully understand my duties and rights as stipulated within this policy. I have read or had read to me, this manual as well as the Departmental Safety Policy and understand it as it applies to my work. I agree to abide by its requirements as a condition of my employment.

I pledge to work safely and bring to the immediate attention of my supervisor, department head or any member of the Risk Management Committee, any hazardous or unsafe conditions that I observe in my work area, so as to maintain a safe and healthy place of employment.

Signature

Witness

Date

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Agenda Item Report

City Council – September 8, 2025

Item

Public Relations: Social Media & Electronic Message Display Policy

Responsible Staff Contact

Devon Litzsinger

Recommendation

Approve the Social Media & Electronic Message Display Policy.

Executive Summary

A policy governing our social media. This policy applies ONLY to citizens interacting with our social media accounts. City employees when not on duty are citizens, however all City employees must follow the HR handbook.

Background

This has been re-written to define the term "City Officials" and to designate whom may initiate posts.

Alignment to Strategic Doing (SD) and/or Other Plans

Budget/Fiscal Impact

Action Requested/Recommended Motion

Consider approving Social Media & Electronic Message Display Policy

Attachments

1. Social Media Archiving Policy - 09.02.2025

City of Douglas Communications & Archival Policy

1. Purpose

This policy establishes guidelines for managing, sharing, and archiving digital communications including social media interactions and EMD (Electronic Message Display) content. The intent is to ensure transparency, uphold community standards, and preserve public records consistent with state law and the First Amendment.

2. General Social Media Use Policy

A. Comment Moderation and Engagement

- The City retains the right to disable comments on posts if discussions contain spam or materially disruptive comments that are clearly unrelated to the post.
- Comments may be hidden or removed if they include:
 - Profanity
 - Harassment or threats
 - Unlawful discriminatory harassment
 - Misinformation during emergencies
- The City's social media pages will remain locked down: only City officials, to include the Mayor, Council President, City Manager, Human Resources Director, or Public Relations Department, may initiate posts.

B. Legal Considerations

- The City of Douglas adheres to First Amendment principles regarding public forums on social media. *Lindke v. Freed*. The City will not restrict comments based on viewpoint, criticism of government, or general offensiveness
- All comment removals must be logged with date, user, and reason under this policy.
- Individuals whose comments are removed may request review by contacting the City Clerk's Office.
- **Canned responses** are developed and maintained for consistency in public replies.
 - **Canned response:** This comment was removed in accordance with the City of Douglas Social Media Policy, which prohibits threats, harassment,

unlawful discriminatory harassment, profanity, and misinformation during emergencies.

The Douglas Police Department social media accounts will continue to be governed by their News Media Policy.

3. Electronic Message Display (EMD) Content Guidelines

A. Prioritization Criteria

City related and emergency related content take precedence. There is no guarantee of posting, even if the entity or content is eligible.

Priority will be given based on:

- Originating department or partner
- Event date and urgency
- Community impact (City will assign internal decision authority)

B. Eligible Entities

The following organizations may request EMD slides:

- City of Douglas Operations, Functions, and City-Appointed Boards
- Hospital & Public Health (Emergency Alerts)
- Emergency services (Fire, Police)
- Converse County Government and Appointed Boards (e.g., election info)
- Enterprise groups & Main Street
- School District (alerts, free meal programs)
- Non-profits (for community updates, not fundraising)
- Additional as determined by the Public Relations Officer, City Clerk and/or City Manager.

C. Acceptable Content

- Acceptable events are generally free, community-wide, and open to all ages.
- Messages must benefit the community and not include fundraising appeals.
- Examples of shareable content:
 - Street closures
 - Emergency notices
 - Public health alerts

- Educational and cultural events
- Events open to the public

D. Submission & Approval Process

- A guideline sheet will be available for content creators, including:
 - Slide size and formatting
 - Acceptable colors and fonts
 - Word count limits
- All submissions will be reviewed by City staff.
- If a slide does not meet guidelines, it will be returned for edits and resubmission.
- Content sharing is **not guaranteed**. The City reserves the right to **approve or reject** any submission.

4. Archiving and Records Retention

A. Archival Requirements

- Social media posts and interactions will be captured using a **digital archiving tool or screenshots** and logged monthly.
- A backup system will retain:
 - Original slide files (JPG, PNG, PDF)
 - Submission metadata (date, submitter, decision status)
 - City communications related to approval or edits
 -

B. Responsibility

- The City Clerk's Office, in coordination with IT and the Communications Team, will maintain the digital archive.
- Records will be available upon request under Wyoming's Public Records Act.

5. Implementation

- A training session will be held for City staff.
- This policy will be reviewed by the City Attorney and updated as necessary.



Agenda Item Report

City Council – September 8, 2025

Item

Consideration Part-Time Grant Writer Position (Funds already budgeted)

Responsible Staff Contact

Michele Carter

Recommendation

Approve the use of existing budgeted funds to support the Grant Writer position.

Executive Summary

To establish a dedicated part-time Grant Writer position for the City of Douglas to increase funding opportunities, improve efficiency in grant management, and staff to seek out, apply for and then support post-award. The position is already funded in the current budget under Salaries and Wages in the Administration department, due to cost savings from a previously unfilled position.

Background

Alignment to Strategic Doing (SD) and/or Other Plans

Budget/Fiscal Impact

Fund/Department - General Fund / City Clerk

Project/Line Item(s) - 10-5109-1001, 10-5109-1021, 10-5019-1025

Budgeted Amount - \$133,753 (includes City Clerk)

Anticipated Amount - \$28,680

Action Requested/Recommended Motion

Consider approving Part-Time Grant Writer position

Attachments

1. 20252108 Grant Writer

Grant Writer
Position Specification
rev. 08/22/2025

Employment Status: Part-Time (20 hours per week)

Experience Required: Completion of course work at the associate's degree level in Business, Finance, Economics, Public Administration or closely related field **(required)**. Bachelor's degree from an accredited four-year college or university in Business, Finance, Economics, Public Administration or closely related field **(preferred)** AND at least three years of experience in grant writing and grant management **(required)**.

Department: Administration

Direct Supervisor: Human Resources Director

Supervisory Responsibility: None

Certifications: Valid Class C Wyoming Driver's License.

FLSA Status: Non – Exempt

General Description:

Under general supervision, this position is responsible for acquiring and coordinating local, state, federal, corporate, and foundation grants, as well as other external funding, to support comprehensive citywide strategic initiatives. This position will perform complex analytical work as it is related to grant coordination and administration across city funding sources.

Major Tasks:

Responsible for researching federal, state, and local initiatives and using other research methodologies in search of available grant opportunities; communicating grant opportunities to departmental contacts; developing and soliciting grants for city-wide strategic programs, activities, and functions; making recommendations for possible additional funding sources.

Writes and reviews grant applications and proposals; oversees grant submissions; provides coordination, administration, and compliance oversight of awarded grants and associated projects, to include monitoring grant processes and coordinating efforts to ensure continuation of renewable grants, foundations, or alternate funding streams.

Responsible for reviewing, coordinating, and tracking grant requests and working with department contacts throughout the City. Oversees grant implementations, monitors expenditures of awards, grants, or special projects, and ensures required reporting has been completed. Develop or assist in the development of necessary accounting, budget reporting, and tracking systems for grant proposals, awarded grants, and alternate funds.

Responsible for reviewing grant conditions, ensuring that all grant requirements are addressed prior to grant acceptance. Researches and interprets Code for federal Regulations, Office of Management and Budget (OMB), federal handbooks, foundation requirements for applicability to City's grant programs, assesses the impact of changes to City program administration, and communicates modifications to impacted departments and agencies.

Serves as a liaison for grant management between grantor officials and other departments. Coordinates with the City's finance department to ensure accurate allocation of grant-related funds. Maintains an updated listing of available grants and communicates opportunities to the appropriate department. Develops,

CITY OF DOUGLAS WYOMING

HOME OF THE JACKALOPE.

formulates, and implements grant-related policies, guidelines, and procedures to ensure program compliance. Develop reporting systems to ensure the City's ability to meet grant reporting requirements.

Responsible for managing the closeout process of grants, ensuring all financial and programmatic reporting requirements are met, reconciling expenditures, and maintaining compliance with sponsor and institutional guidelines throughout the entire grant lifecycle.

Performs other duties as assigned.

Knowledge Areas:

Financial Management - Comprehensive knowledge of general, budget, cost, and accounting as they relate to the principles, procedures, techniques, and terminology of municipal government. Knowledge of specific budget processes for operating and capital budgets. Knowledge of the functions and operations of municipal agencies.

Grant Management – Thorough knowledge of federal and state grant programs, grant writing principles and processes, and ability to organize the department's resources for optimum performance under grant provisions.

Strategic Planning – Knowledge of strategic planning principles and theories to forecast future needs based on current departmental requirements and budget constraints.

Skill/Ability Areas:

Interpersonal Relationships – Develops and maintains cooperative and professional relationships with employees, managers, representatives from other departments, and organizations. Shares knowledge with staff for mutual and departmental benefit.

Computer Skills – Utilizes a personal computer with word processing, spreadsheet, presentation, database, and related software to effectively complete a variety of complex tasks with reasonable speed and accuracy, such as financial analyses and projections.

Time Management - Plans and organizes daily work routine. Estimates the expected time of completion of elements of work and establishes a personal schedule accordingly. Implements work activities in accordance with priorities and estimated schedules.

Physical Requirements:

Requires the ability to exert light physical effort in sedentary to light work. Some lifting, carrying, pushing, and/or pulling of objects and materials of lightweight (5-10 pounds). Tasks may involve extended periods of time at the keyboard or workstation. Some tasks require the ability to perceive sounds and visual cues or signals. Some tasks require the ability to communicate orally.

**CONVERSE COUNTY TOURISM PROMOTION BOARD
REGULAR MEETING**

Board members: Jane Garber (6/2026, At Large) (1st full term)
J.D. Cox (6/2026, Douglas) (1st full term)
Candace Benedetta (11/2025, Glenrock) (partial)
Jenn Anderson (6/2027, Douglas) (1st full term)
Victor LeGloahec (6/2025, County) (1st full term)
Mitch McElwain (6/2025, County) (1st full term)
John Rabun (6/2027, Douglas) (1st full term)
Laurie Boner (6/2026, Glenrock) (partial)
Kris Mitchell (6/2027, County) (1st full term)

Date: July 8, 2025

CCTPB Public Budget Meeting:

Attendance Sheet:

Board Members

Jane Garber
Candace Benedetta
John Rabun
J.D. Cox
Jenn Anderson
Kris Mitchell
Laurie Boner
Victor LeGloahec – via zoom

Guests

Cathy Feezer-Jones – CCTPB Administrator
Anna McClure – CCTPB Administrative Assistant
Courtney Conkle – WSF
Kota Provence – WSF
Jarred Robles – WSF
Glenn Gardner – Wyoming State Tourism
Morryah McCurdy – The Enterprise
Jen Goodwin – The Enterprise
Averie Konefat – WSF
Savanna Metz – WSF

Call to order: Jane Garber called the meeting to order at 5:00 p.m. and noted that a quorum was present.

Location: Ruthe James Williams Conference Center, Douglas, WY

PROPOSED BUDGET CONVERSE COUNTY TOURISM PROMOTION BOARD

FISCAL YEAR 2025-2026

REVENUE:

Receipts from lodging tax collection:	\$555,667.16
Cash carryover from prior year:	<u>\$814,294.03</u>
TOTAL:	\$1,369,961.19

EXPENDITURES:

Administrative:	\$95,322.71
WY State Fair:	\$125,025.08
Douglas:	\$175,035.16
Glenrock:	\$100,020.09
CCTPB Discretionary:	<u>\$874,558.15</u>
TOTAL:	\$1,369,961.19

Public Comment:

Morryah McCurdy with the Enterprise had questions about the Railroad Museum serving as a visitor center and funding from the CCTPB moving forward. Discussion took place.

Seeing no other public comment, a motion to adjourn the Budget Meeting was made by Laurie Boner at 5:42 pm, Candace Benedetta seconded the motion. Motion carries.

Date: July 8, 2025

CCTPB Meeting:

Attendance Sheet:

Board Members

Jane Garber
Candace Benedetta
Laurie Boner
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Jenn Anderson
Kris Mitchell
Victor LeGloahec – via zoom

Guests

Cathy Feezer-Jones – CCTPB Administrator
Anna McClure – CCTPB Administrative Assistant
Courtney Conkle – WSF
Kota Provence – WSF
Jarred Robles – WSF
Glenn Gardner – Wyoming State Tourism
Jen Goodwin – The Enterprise
Averie Konefat – WSF
Savanna Metz – WSF
Hallie Gallinger – DECA
Juan Rocha – DECA
Abrielle Godwan – DECA

Call to order: Jane Garber called the meeting to order at 5:43 p.m. and noted that a quorum was present.

Location: Ruthe James Williams Conference Center, Douglas, WY

Grants:

- **Douglas High School DECA Chapter and Main Street Douglas requested ~~\$2,131.00~~ for Nightmare at the Museum.**

To be held October 24 – 31st, 2025. 2025 will be the third year for this event. The CCTPB's marketing campaign includes the Oil City News and marketing video opportunities that will be included with a grant. A motion was made by Candace Benedetta to subtract the Oil City News and marketing video line items from the request and approve the grant in the amount of **\$1,181.00**, JD Cox seconded the motion. The motion carried. Jenn Anderson abstained.

State Fair Report:

- Courtney Conkle, WSF gave the board information about the Trump administrations Great American Fair initiative national campaign launched by the USDA and America 250. Governor Mark Gordan has designating the 2025 WSF as a Great American State Fair.
- Kota Provence, WSF discussed placement of Jack and Hare-etta at gate 3.

Sagebrush Marketing Report:

- Jen Womack will report during July 22 CCTPB meeting.

Previous Month's Minutes: Minutes from the June 2025 CCTPB meeting will be reviewed during July 22 CCTPB meeting.

Financial Report: Invoices will be reviewed during July 22 CCTPB meeting.

Administrator Report:

- Cathy Feezer-Jones, Administrator, will report during July 22 CCTPB meeting.

Old Business:

- **Fiscal Year 2025/2026 CCTPB Budget:** Laurie Boner made a motion to approve the CCTPB budget for fiscal year 2025/2026 as presented, Candace Benedetta seconded the motion. The motion carried.

New Business:

- No new business.

Public Comments: No public comments.

Next Meetings:

July 22, 2025 at the Ruthie James Williams Conference Center in Douglas at 5:30pm.

August 26, 2025 at the Glenrock Town Square in Glenrock at 5:30 pm.

September 23, 2025 TBA Douglas at 5:30 pm

October 28, TBA Douglas at 5:30 pm

Adjournment: There being no further business, the meeting was adjourned 6:38 pm.

Submitted to file by: Kris Mitchell, Secretary.

**CONVERSE COUNTY TOURISM PROMOTION BOARD
REGULAR MEETING**

Board members: Jane Garber (6/2026, At Large) (1st full term)
J.D. Cox (6/2026, Douglas) (1st full term)
Candace Benedetta (11/2025, Glenrock) (partial)
Jenn Anderson (6/2027, Douglas) (1st full term)
Victor LeGloahec (6/2025, County) (1st full term)
Mitch McElwain (6/2025, County) (1st full term)
John Rabun (6/2027, Douglas) (1st full term)
Laurie Boner (6/2026, Glenrock) (partial)
Kris Mitchell (6/2027, County) (1st full term)

Date: July 22, 2025

Attendance Sheet:

Board Members

Jane Garber
Candace Benedetta
John Rabun
J.D. Cox
Jenn Anderson
Kris Mitchell
Victor LeGloahec

Guests

Cathy Feezer-Jones, CCTPB Administrator
Anna McClure, CCTPB Administrative Assistant
Kota Provence State Fair
Jarred Robles, State Fair
Anna Gray, Wyo. Pioneer Assn.
Kim Martin, Elevate Glenrock
Glenn Gardner, Wyoming State Tourism -zoom
Kim Pexton, City of Douglas
Morryah McCurdy, The Enterprise

Call to order: Jane Garber called the meeting to order at 5:30 p.m. and noted that a quorum was present.

Location: Ruthe James Williams Conference Center, Douglas, WY

Grants:

- **Wyoming Pioneer Association requested \$762.50 for the 98th Annual Meeting of the Wyoming Pioneer Association.** A motion to approve the grant request was made by Kris Mitchell and seconded by John Rabun. The motion carries, Jane Garber abstained from the vote.

State Fair Report:

- Kota Provence, WSF discussed the placement of Jack and Hare-etta at gate 3 of the Wyoming State Fairgrounds. A motion was made by John Rabun to approve the placement of Jack and Hare-etta at the East end of the Gate 3 entrance as presented, Candace Benedetta seconded the motion. The motion carries.
- Jarred Robles, WSF discussed the busy month of July that has taken place at the Wyoming State Fairgrounds and the over night flip to go from the Wyoming Quarter Horse show, Wyoming State 4-H Shoot to the start of the Converse County Fair.

Other Reports:

- Jenn Anderson, Railroad Museum/Douglas Visitor Center, reported that the Museum will have new limited hours. Moving forward the Railroad Museum will be open Thursday – Saturday 9am – 4pm, Sunday - Monday 10am-3pm and closed Tuesday and Wednesday. Discussion ensued.
- Kim Martin, Elevate Glenrock, reported on the success of Deer Creek Days and thanked the CCTPB for their continued support.

Sagebrush Marketing Report:

- Jen Womack reported via email the Marketing update. The Cowboy State Daily January through June 2025 shows that the digital advertising campaigns significantly out performed global display ad benchmarks. The international marketing and other marketing campaigns have also performed well. Placemats have been ordered and delivered as scheduled. Advertising agreements outlined in the marketing plan approved in June are largely in place, with just a few remaining details to finalize. Ads for the annual *Wyoming State Fair* program and the *Wyoming Outfitters and Guides* publication have been submitted. The Jackalope sticker map has been updated and posted online, and a new Jackalope design is currently on order for Special Olympics. The first ad of the new fiscal year has been submitted to *True West Magazine*, and the new *Cowboy State Daily* campaign is up and running.

Previous Month's Minutes: Minutes from June 2025 presented. Motion to approve the June minutes as presented was made by Candace Benedetta and seconded by John Rabun. The motion carries.

Financial Report: Invoices paid in the amount of **\$54,455.63**. Motion to approve the financial report as presented was made by John Rabun and seconded by Victor LeGloahec. The motion carries.

Administrator Report:

- Cathy Feezer-Jones, Administrator, reported that Welcome bags have been distributed to Wyoming State Fair for the concert attendees riding the bus to the concert on Friday night of the Wyoming State Fair, as well as welcome bags for international travelers coming to the Wyoming State Fair. An August 8th meeting is planned with surrounding counties to share visitor information to be placed in each county.

Old Business: No old business presented.

New Business:

- **Elect of Officers:** Nomination of officers.

Chairman: Jane Garber, Victor LeGloahec Vote taken: By a 5 to 2 vote Victor LeGloahec is nominated for Chairman.

Vice Chair: John Rabun

Secretary: Kris Mitchell

Treasurer: Candace Benedetta

A motion was made to cease nomination of officers by Kris Mitchell and seconded by Candace Benedetta. The motion carries.

John Rabun made a motion to elect the officers as nominated:

Chairman: Victor LeGloahec

Vice Chair: John Rabun

Secretary: Kris Mitchell

Treasurer: Candace Benedetta

The motion was seconded by Candace Benedetta. The motion carries.

Public Comments: No public comments.

Next Meetings:

August 26, 2025 at the Glenrock Town Square in Glenrock at 5:30 pm.

September 23, 2025 TBA Douglas at 5:30 pm

October 28, TBA Douglas at 5:30 pm

Adjournment: There being no further business, the meeting was adjourned 6:30 pm.

Submitted to file by: Kris Mitchell, Secretary.



EVENTS



- **97th Annual Ram Banquet & Sale**
Beginning Sept 8, 6PM
Moose Lodge & WY State Fairgrounds
- **Going Batty @ The Library**
Sept 10, 5:30PM
Converse County Library
- **Farmer's Market**
Sept 13, 9AM
Jackalope Square
- **Tailgate Mixology Class**
Sept 16, 7PM
Converse County Library
- **Douglas Oktoberfest**
Sept 20
Downtown Douglas

More information available at:

<https://www.seewhatconversecando.com/calendar/>

<https://douglas.brighttravel.com/events>

**All Events Are Subject
To Change**

