

COUNCIL MEETING AGENDA

Casper City Council
City Hall, Council Chambers
Tuesday, December 1, 2020, 6:00 p.m.



COUNCIL POLICY PUBLIC STATEMENTS

- I. Members of the Public Wishing to Speak to an Item Already on the Agenda, Other Than a Public Hearing, or Second or Third Reading Ordinance, Must Submit a Request to the City Clerk's Office by 12:00 Noon on the Monday Immediately Preceding the Council Meeting, or May Speak During the Communications From Persons Present.
- II. When Speaking to the City Council Please:
 - Clearly State Your Name and Address.
 - Direct all questions/comments to the Mayor and only the Mayor.
 - No personal attacks on staff or Council.
 - Speak to the City Council with Civility and Decorum.
- III. The City Council Will Not Respond to Any Comments or Questions Concerning Personnel Matters. Any Such Comments or Questions Will be Handled by the Appropriate Persons. Public Hearing Comments and Presentations Will be Limited to Five Minutes or Less per Person, nor Will Time Extensions be Permitted. No Duplication of Speakers will be Allowed.
- IV. Questions Posed by Speakers May, or May Not be Responded to by Council Members.
- V. Willful Disruption of, or the Breach of the Peace at, a Council Meeting may Result in the Removal of any Such Individuals or Groups from the Council Chambers.
(These Guidelines Are Also Posted at the Podium in the Council Chambers)

Please silence cell phones during the City Council meeting.

COVID-19 precautions are in effect at Council meetings. All Council meetings including Work Sessions are held in Chambers. Entrance to the meetings is the east door off David Street. Upon entry you will be asked to sign-in for contact tracing purposes. Face coverings are encouraged. Seating has been gridded into six feet distances. Seating capacity for the public is fifteen seats. Media will be given priority for seating. Public input via email is encouraged: CouncilComments@casperwy.gov

AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE

3. CONSIDERATION OF MINUTES OF THE NOVEMBER 17, 2020 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON NOVEMBER 25, 2020
4. CONSIDERATION OF MINUTES OF THE NOVEMBER 17, 2020 EXECUTIVE SESSION – PROPERTY ACQUISITION AND PERSONNEL
5. CONSIDERATION OF BILLS AND CLAIMS
6. BRIGHT SPOTS IN OUR COMMUNITY – RECOGNITION OF CENSUS 2020 COMPLETE COUNT COMMITTEE
7. COMMUNICATIONS
 - A. From Persons Present
8. ESTABLISH DATE OF PUBLIC HEARING
 - A. Consent
 1. Establish February 16, 2021, as the Public Hearing Date for Consideration of:
 - a. **Liquor License Renewals** for Licensing Period April 1, 2021 through March 31, 2022.
9. PUBLIC HEARINGS
 - A. Ordinance
 1. **Amending Chapter 9.40** of the Casper Municipal Code – **Offenses By or Against Minors, Article IV, Sale of Tobacco.**
 - B. Resolution
 1. Terms of the **Sale and Transfer of Ownership** of the Real Property, Generally Known as the "Former **Beverly Street Ballfields Property**" and More Particularly Described as: Lots 2 and 3, Highland Park Addition No. 6, City of Casper.
 - C. Minute Action
 1. Transfer of Ownership for **Retail Liquor License No. 11** from Partytime Inc. d/b/a Partytime Liquors, Located at 1335 South McKinley Street to JJBB, LLC d/b/a **Partytime Liquors**, Located at 1335 South McKinley Street.
 2. Transfer of Ownership for **Retail Liquor License No. 17** L & L Liquors, Inc., d/b/a **Liquor Shed**, Located at 4241 East 2nd Street.

10. SECOND READING ORDINANCES

A. **Zone Change of Lots 3 and 4, Hembree Addition No. 2**, from Zoning Classification R-2 (One Unit Residential) to C-2 (General Business), located east of Robertson Road, and Directly north of 2671 South Robertson Road.

1. Communications from Persons Present

B. **Vacate and Replat** Mesa Del Sol III Addition, to Create **Mesa Del Sol IV Addition**, Generally Located at the Intersection of Jordan and Central Drive.

1. Communications from Persons Present

C. **Plat** a Portion of SE1/4NW1/4, Section 3, T33N, R79W, 6th P.M., Natrona County, Wyoming, to Create the **Kinco Addition No. 2**, Located at 813 North Elma Street, and Comprising 0.77-acres, more or less.

1. Communications from Persons Present

D. Amending Ordinance No. 11-11 an Ordinance Granting to **SourceGas Distribution, LLC, a Franchise Agreement**.

1. Communications from Persons Present

11. RESOLUTIONS

A. Consent

1. Authorizing a Professional Services Agreement with **Huber Plumbing and Heating** to Replace **Boilers and Mechanical Equipment at the Metro Animal Shelter**.

2. Authorizing Amendment No. 1 to the Contract for Professional Services with **Stantec Consulting Service, Inc.**, in the Amount of \$36,973, for Construction Administration for the **First Street Reach of the North Platte River Restoration Project**.

3. Authorizing a Cooperative Agreement with the **Wyoming Department of Transportation** to allow **Bridge Abutments to Encroach on the City of Casper Rails-to-Trails Corridor**.

4. Authorizing the Submission of a **Land and Water Conservation Fund Grant**, in an Amount of \$250,000, for the **First Street Gateway Project**.

5. Authorizing the Execution of Instruments Titled “Release of Lien”, and the **Release of LAD Liens** as Identified on Exhibit 1 to each of the Two (2) Resolutions.

6. Authorizing the Purchase of **Mobile Telephone Positions** from **ConvergeOne, Inc.**, in the Amount of \$55,963.56, to Ensure Continuity during the Coronavirus Epidemic.

11. RESOLUTIONS (continued)

A. Consent

- 7. Authorizing the Purchase of **Mobile Radio Positions** from **Motorola Solutions, Inc.**, in the Total Amount of \$185,610, to Ensure Continuity during the Coronavirus Epidemic.
- 8. Authorizing a Contract between **Visit Casper** and the City of Casper for the Purposes of **Marketing City Facilities** during the COVID Pandemic.

12. MINUTE ACTION

A. Consent

- 1. Adopting the **Wyoming Association of Municipalities 2021 Wyoming Legislative Agenda.**

13. INTRODUCTION OF MEASURES AND PROPOSALS BY MEMBERS OF THE CITY COUNCIL

14. ADJOURN INTO EXECUTIVE SESSION – PROPERTY ACQUISITION AND PERSONNEL

15. ADJOURNMENT

Upcoming Council meetings

Council meetings

6:00 p.m. Tuesday, December 15, 2020– Council Chambers

6:00 p.m. Tuesday, January 5, 2020 – Council Chambers

Work sessions

4:30 p.m. Tuesday, December 8, 2020 – Council Chambers

4:30 p.m. Tuesday, January 12, 2020– Council Chambers

ZONING CLASSIFICATIONS

FC	Major Flood Channels & Riverbanks	PUD	Planned Unit Development
AG	Urban Agriculture	HM	Hospital Medical
R-1	Residential Estate	C-1	Neighborhood Convenience
R-2	One Unit Residential	C-2	General Business
R-3	One to Four Unit Residential	C-3	Central Business
R-4	High-Density Residential	C-4	Highway Business
R-5	Mixed Residential	M-1	Limited Industrial
R-6	Manufactured Home (Mobile) Park	M-2	General Industrial
PH	Park Historic	SMO	Soil Management Overlay
HO	Historic Overlay	ED	Education
OB	Office Business	OYD	Old Yellowstone District

COUNCIL PROCEEDINGS
Casper City Hall – Council Chambers
November 17, 2020

1. ROLL CALL

Casper City Council met in regular session at 6:00 p.m., Tuesday, November 17, 2020. Present: Councilmembers Bates, Cathey, Hopkins, Huber, Johnson, Lutz, Powell and Mayor Freel. Councilmember Pacheco attended via telephone.

2. PLEDGE OF ALLEGIANCE

Mayor Freel led the audience in the Pledge of Allegiance.

3. MINUTES

Moved by Councilmember Hopkins, seconded by Councilmember Bates, to, by minute action, approve the minutes of the October 31, 2020, special Council meeting, as published in the Casper-Star Tribune on November 7, 2020. Motion passed.

4. MINUTES

Moved by Councilmember Bates, seconded by Councilmember Johnson, to, by minute action, approve the minutes of the November 3, 2020, regular Council meeting, as published in the Casper-Star Tribune on November 8, 2020. Motion passed.

5. MINUTES

Moved by Councilmember Bates, seconded by Councilmember Johnson, to, by minute action, approve the minutes of the November 10, 2020, special Council meeting, as published in the Casper-Star Tribune on November 15, 2020. Motion passed.

6. EXECUTIVE SESSION MINUTES

Moved by Vice Mayor Lutz, seconded by Councilmember Cathey, to, by minute action, approve the minutes of the November 10, 2020, executive session. Motion passed.

7. BILLS & CLAIMS

Moved by Councilmember Hopkins, seconded by Councilmember Bates, to, by minute action, approve payment of the November 17, 2020, bills and claims, as audited by City Manager Napier. Motion passed.

Bills & Claims 11/17/20		
307Cllsn	Services	1,473.35
71Const	Services	4,344.20
AMBI	Services	586.36
AAALndscpng	Services	420.00
AceHrdwr	Goods	830.10
Adecco	Services	1,164.00
AirInnvtns	Goods	858.00
Airgas	Goods	5,290.01
Alluretech	Services	22.00

AlSCO	Services	974.72
Ameri-Tech	Goods	29,596.90
Amerigas	Goods	679.92
ArcofNC	Funding	2,333.35
ARS Flood	Services	4,339.60
AtlanticElect	Services	8,663.79
AtlasOffice	Goods	813.02
AtlasRepro	Services	24.20
B32Eng	Services	2,533.32
BnkofAmerica	Goods	95,920.33
Bar-DSgns	Services	2,995.00
Bloedorn	Goods	2,018.47
Bobcat	Goods	26,793.94
CarrCtns	Retain	11,000.00
CAsbe	Services	1,050.00
CATC	Funding	148,834.62
CsprChrstnSch	Refund	261.00
CsprElect	Goods	327.73
CsprStarTrib	Services	363.84
CntrlWyrGnlWtr	Services	1,110,495.37
CenturyLink	Utilities	976.95
CtyofCspr	Services	24,844.38
CMITeco	Goods	9,299.64
CmprssnLsing	Services	150.00
ConcrdanceHlth	Services	5,658.90
Convergeone	Services	681.60
CompProf	Goods	29,124.20
CrownConst	Services	51,588.00
DaveLodenConst	Services	185.00
DavidsonFxdInc	Services	3,879.74
Dell	Goods	916.55
DennisSply	Goods	88.52
DooleyEnt	Services	29,238.00
DooleyOil	Goods	13,699.44
EmrgencyMed	Services	4,973.70
EnergyLbs	Services	1,374.00
EngDsgnAssoc	Services	1,499.50
FremontMtrs	Goods	237,450.00
GCBldgSply	Goods	90.00
Galls	Goods	1,483.71
GlobalSpectrum	Services	84,558.91
Golder	Services	28,094.86
HaassConst	Services	302,303.16
HighPlnsConst	Services	35,702.38
Homax	Goods	18,021.45

Hose&Rbbr	Goods	70.80
Identisys	Services	6,128.21
Isco	Services	4,524.00
JFHDist	Goods	10,548.50
JKCEng	Services	780.00
JGall	Reimb	222.36
JGreenwood	Reimb	523.93
JStevens	Reimb	150.00
JWatson	Reimb	250.00
KnifeRiver	Goods	11,056.25
Lisa'sSpnSpn	Services	440.00
LongBldg	Goods	5,594.33
MKFraser	Services	88.17
MillsPD	Services	2,770.90
MLockwood	Reimb	148.04
Motorola	Goods	2,897.95
MtnWest	Utilities	1,073.26
Napa	Goods	103,503.65
NCHSCorp	Goods	1,800.00
NCSheriff	Services	101,891.14
Netmotion	Goods	11,379.46
Norco	Goods	10,406.00
NPT	Services	106.72
NrthrnLghts	Goods	1,080.00
NWContractors	Services	358.00
OneCall	Services	186.00
OvrhdDoor	Services	253.80
PeakGeo	Goods	690.00
PwerSvc	Goods	9,094.64
Powerphone	Services	64,398.00
ProfClning	Services	1,395.00
RCHPrking	Services	1,500.00
RDOffut	Services	46,225.00
RGurney	Reimb	117.35
Ricoh	Services	560.94
RckyMtnAir	Services	3,464.21
RckyMtnPwr	Utilities	164.85
RtrSwrSvc	Services	1,245.96
SrwinWilliams	Goods	337.09
ShoshoneDist	Goods	432.00
Smarsh	Services	1,863.00
Snowmax	Goods	4,995.00
SolidWstAssoc	Dues	446.00
StateofWy	Services	30.00
SterlingInfo	Services	176.76

SummitElect	Services	75.00
SuperiorInd	Goods	820.00
TopOffice	Goods	403.03
TretoConst	Services	55,000.00
Trihydro	Services	1,230.50
TSorensen	Services	1,740.00
Tweeds	Goods	1,244.10
Unfrms2Gear	Goods	210.75
Veolia	Goods	8,445.62
Verizon	Services	64.94
Vermeer	Goods	289.75
Volance	Services	139.75
WAhrndt	Reimb	272.95
WstPlnsEng	Services	500.00
WhartonAsphalt	Services	44,950.70
WLCEng	Services	1,156.93
WyLwVltg	Goods	1,745.00
WySteel	Services	9,325.20
Total		2,893,871.22

8. COMMUNICATIONS FROM PERSONS PRESENT

Individuals addressing the Council were: Michael Hamel, 2504 Bonnie Brae, suggesting ways to be safe during the COVID pandemic; Dallas Laird, former Councilmember, requesting Council add the word “healing” to the name of Conwell Park; Kyle Gamroth, 6907 Columbia River Rd, informing Council that Natrona County has prepared a mask mandate and that it has been approved by state officials; and Bruce Knell, sharing his opinion on mask mandates. Vice Mayor Lutz addressed points raised by Mr. Hamel. Mayor Freel asked about the process to change the name of a park, which City Manager Napier addressed. Council provided a thumbs up for staff to prepare a resolution to change the name of Conwell Park.

9. ESTABLISH PUBLIC HEARINGS

Moved by Councilmember Cathey, seconded by Councilmember Hopkins, to, by minute action, establish December 1, 2020, as the public hearing date for the consideration of:

- a) an ordinance Amending Chapter 9.40 of the Casper Municipal Code – Offenses By or Against Minors, Article IV, Sale of Tobacco;
- b) terms of the sale and transfer of ownership of the real property, generally known as the "Former Beverly Street Ballfields Property" and more particularly described as: Lots 2 and 3, Highland Park Addition No. 6, City of Casper;
- c) transfer of ownership for Retail Liquor License No. 11 from Partytime Inc. d/b/a Partytime Liquors, located at 1335 South McKinley Street to JJBB, LLC d/b/a Partytime Liquors, located at 1335 South McKinley Street; and,
- d) transfer of ownership for Retail Liquor License No. 17 L & L Liquors, Inc., d/b/a Liquor Shed, located at 4241 East 2nd Street.

Motion passed.

10.A.1 PUBLIC HEARING - ORDINANCE

Mayor Freel opened the public hearing for the consideration of the zone change of Lots 3 and 4, Hembree Addition No. 2.

City Attorney Henley entered two (2) exhibits: correspondence from Liz Becher to J. Carter Napier, dated November 13, 2020 and an affidavit of publication, as published in the Casper-Star Tribune, dated November 2, 2020. City Manager Napier provided a brief report.

Speaking in support was Jim Roberts, applicant. Councilmembers Bates and Huber presented questions, which Mr. Roberts addressed.

There being no others to speak for or against the issues involving Hembree Addition No. 2, the public hearing was closed.

Following ordinance read:

ORDINANCE NO. 25-20
AN ORDINANCE APPROVING A ZONE CHANGE OF LOTS 3
AND 4, HEMBREE ADDITION NO. 2 IN THE CITY OF
CASPER, WYOMING.

Councilmember Bates presented the foregoing ordinance for approval, on first reading. Seconded by Councilmember Hopkins. Motion passed.

10.A.2 PUBLIC HEARING - ORDINANCE

Mayor Freel opened the public hearing for the consideration of the Mesa Del Sol IV Addition.

City Attorney Henley entered two (2) exhibits: correspondence from Liz Becher to J. Carter Napier, dated November 13, 2020 and an affidavit of publication, as published in the Casper-Star Tribune, dated November 2, 2020. City Manager Napier provided a brief report.

Speaking in support was Bill Fehringer, Civil Engineering Professionals Inc., 6080 Enterprise Dr.

There being no others to speak for or against the issues involving Mesa Del Sol IV Addition, the public hearing was closed.

Following ordinance read:

ORDINANCE NO. 26-20
AN ORDINANCE APPROVING THE MESA DEL SOL IV
SUBDIVISION AGREEMENT AND THE VACATION AND
REPLAT CREATING MESA DEL SOL IV ADDITION.

Councilmember Johnson presented the foregoing ordinance for approval, on first reading. Seconded by Councilmember Bates. Motion passed.

10.A.3 PUBLIC HEARING - ORDINANCE

Mayor Freel opened the public hearing for the consideration of Kinco Addition No. 2.

City Attorney Henley entered two (2) exhibits: correspondence from Liz Becher to J. Carter Napier, dated November 13, 2020 and an affidavit of publication, as published in the Casper-Star Tribune, dated November 2, 2020. City Manager Napier provided a brief report.

Speaking in support was Wade Kindel, applicant.

There being no others to speak for or against the issues involving Kinco Addition No. 2, the public hearing was closed.

Following ordinance read:

ORDINANCE NO. 27-20
AN ORDINANCE APPROVING THE KINCO ADDITION NO. 2
SUBDIVISION AGREEMENT AND THE FINAL PLAT
CREATING KINCO ADDITION NO. 2.

Councilmember Johnson presented the foregoing ordinance for approval, on first reading. Seconded by Vice Mayor Lutz. Motion passed.

10.A.4 PUBLIC HEARING - ORDINANCE

Mayor Freel opened the public hearing for the consideration of the amendment to the ordinance granting a franchise agreement to SourceGas Distribution.

City Attorney Henley entered one (1) exhibit: correspondence from John Henley to J. Carter Napier, dated November 5, 2020. City Manager Napier provided a brief report.

Speaking in support was Michael Howe, Consumer Affairs Manager for Black Hills Energy. Mr. Howe addressed questions presented by Councilmembers. There being no others to speak for or against the issues involving the franchise agreement, the public hearing was closed.

Following ordinance read:

ORDINANCE NO. 28-20
AN ORDINANCE AMENDING ORDINANCE NO. 11-11, AN
ORDINANCE GRANTING TO SOURCEGAS DISTRIBUTION
LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS
SUCCESSORS AND ASSIGNS, THE RIGHT, PERMISSION
AND AUTHORITY TO CONSTRUCT, MAINTAIN AND
OPERATE A GAS TRANSMISSION AND DISTRIBUTION
SYSTEM, INCLUDING MAINS, PIPES, CONDUITS,
SERVICES AND OTHER STRUCTURES, IN, UNDER, UPON,
OVER, ACROSS AND ALONG THE STREETS, ALLEYS,
BRIDGES AND PUBLIC PLACES WITH THE PRESENT AND
FUTURE CORPORATE LIMITS OF THE CITY OF CASPER,
WYOMING; FOR THE FURNISHING, TRANSMISSION,
DISTRIBUTION AND SALE OF GAS WHETHER ARTIFICIAL,

NATURAL, MIXED OR OTHERWISE FOR LIGHTING, HEATING, DOMESTIC, INDUSTRIAL AND OTHER USES IN SAID CITY AND ELSEWHERE, LIMITING THE TERM OF SAID GRANT; PRESCRIBING THE TERMS AND CONDITIONS UNDER WHICH SAID COMPANY MAY OPERATE; AND, REPEALING ORDINANCE NOS. 20-00 AND 16-04.

Councilmember Bates presented the foregoing ordinance for approval, on first reading. Seconded by Councilmember Johnson.

Councilmember Cathey asked about the term of the agreement and City Attorney Henley clarified. Motion passed.

11. ORDINANCE– THIRD READING

Following ordinance read:

Ordinance No. 20-20

AN ORDINANCE AMENDING SECTION 13.32.030 OF THE CASPER MUNICIPAL CODE PERTAINING TO DIVISION III WASTEWATER – SEWER DISCHARGE REGULATIONS.

WHEREAS, it is essential to the public health, welfare, and safety of the inhabitants of the City of Casper and its environs to provide adequate water and wastewater service; and, WHEREAS, Chapter 13.32 of the Casper Municipal Code needs to be amended to comply with pollution limitations required by the Environmental Protection Agency regulations. NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That Chapter 13.32 of the Casper Municipal Code is hereby amended as follows:

Section 1:

Section 13.32.030 Specific pollutant limitations designated--Local limits shall be amended to read as follows:

13.32.030 Specific pollutant limitations designated--Local limits.

A. Local Limits that can be accepted FROM SIGNIFICANT INDUSTRIAL USERS at the POTW for treatment in accordance with guidance established by federal law is limited to:

Pollutant	Local Limits (mg/4L)
Arsenic	6.42
Cadmium	3.48
Chromium Total	39.44
Copper	27.66
Lead	6.84
Molybdenum	4.11
Nickel	20.49
Selenium	3.08
Silver	18.08
Zinc	43.60
Mercury	0.49

B. Any other specific pollutants identified by the city may also have specific effluent permit limitations set by the city to restrict their discharge into the system.

C. Best Available Technology (BAT) shall be used for pretreatment of any discharges to the POTW from the cleanup activities of soil, aquifer, or groundwater table associated with leaking underground storage tanks of spills of any petroleum products. The BAT shall be capable of reducing the benzene concentration to less than 0.05 mg/l and the "total" benzene, ethyl benzene, toluene and xylene (betx) to less than 0.750 mg/l. This is in accordance with guidance established in EPA's Model NPDES Permit for Discharges Resulting from the Cleanup of Gasoline Released from Underground Storage Tanks, June 1989.

D. The city may develop best management practices (BMPs), by ordinance or in individual wastewater discharge permits or general permits, to implement local limits and the requirements of Section 13.32.040. Such BMPs shall be considered local limits and pretreatment standards for the purposes of this part and Section 307(D) of the Act. BMPs also include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludges or waste disposal, or drainage from raw materials storage.

E. The city reserves the right to establish, by ordinance or in individual wastewater discharge permits or in general permits, more stringent standards or requirements on discharges to the POTW consistent with the purpose of this chapter.

Section 2:

This ordinance shall become in full force and effect upon passage on third reading and publication. PASSED on 1st reading the 1st day of September, 2020.

PASSED on 2nd reading the 3rd day of November, 2020.

PASSED, APPROVED AND ADOPTED on 3rd and final reading the 17th day of November, 2020.

Councilmember Johnson presented the foregoing ordinance for approval, on third reading. Seconded by Councilmember Bates.

There being no one to speak regarding the ordinance, and no discussion or amendments, motion passed.

12. ORDINANCE— SECOND READING

Following ordinance read:

ORDINANCE NO. 24-20

AN ORDINANCE TO LIMIT THE PRACTICE OF MASSAGE THERAPY TO CERTIFIED MASSAGE THERAPISTS, LICENSE REQUIRED.

Councilmember Cathey presented the foregoing ordinance for approval, on second reading. Seconded by Vice Mayor Lutz.

Thea Morton, 433 S. Park, addressed Council to request an exception or temporary license for massage therapists for special events. Councilmembers asked several questions, which Ms. Morton addressed. Traci Aguillar, 1541 Diamond Dr., also spoke in favor of a temporary license. Michael Seek, 932 S. Spruce, expressed concern about several definitions within the ordinance. Councilmember Cathey provided further explanation. Elizabeth Scott, 337 S. Conwell, expressed her concerns with the ordinance. Mayor Freel requested that Ms. Scott adhere to the time limit for speakers and when she did not, Police Chief McPheeters requested to speak with her in the lobby.

Council discussed the ordinance and when further discussion could be scheduled. Councilmember Huber moved to amend the ordinance to replace “certified” with “licensed” in the title as well as throughout the ordinance. Seconded by Councilmember Bates. Motion to amend passed. Council then voted on the ordinance, on second reading, as amended. Councilmembers Hopkins and Johnson voted nay. Motion passed.

13.A RESOLUTION

Following resolution read:

RESOLUTION NO. 20-215
A RESOLUTION OF SUPPORT FOR ALL HEALTHCARE
WORKERS.

Councilmember Bates presented the foregoing resolution for adoption. Seconded by Councilmember Johnson. City Manager Napier provided a brief report.

Addressing Council were: Linda Bergeron, 2355 S. Larkspur, urging personal responsibility; and Pam Elrod, 12920 Dusty Lane, sharing her concerns for health and safety during the COVID pandemic.

Moved by Councilmember Bates to add “and first responders” anywhere that healthcare workers are referenced. Seconded by Councilmember Powell. Motion to amend passed. Motion on the resolution, as amended, passed.

13.B CONSENT RESOLUTIONS

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 20-211
A RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE
EDWARD BYRNE BUREAU OF JUSTICE ASSISTANCE
GRANT.

RESOLUTION NO. 20-212
A RESOLUTION AUTHORIZING THE PURCHASE OF ONE
ADA COMPLIANT LIFT EQUIPPED VAN FOR USE IN THE
CITY’S TRANSIT SYSTEM FROM CREATIVE BUS SALES IN
AN AMOUNT OF \$62,742, AND OPTIONS TO PURCHASE
TWO ADDITIONAL, IDENTICAL VEHICLES OVER THE
NEXT FIVE YEARS.

RESOLUTION NO. 20-213
A RESOLUTION AUTHORIZING AN AMENDMENT TO THE
CONTRACT FOR PROFESSIONAL SERVICES BETWEEN
THE CITY OF CASPER AND FUGRO USA, LAND, INC.

RESOLUTION NO. 20-214

A RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF CASPER AND AECOM TECHNICAL SERVICES, INC.

RESOLUTION NO. 20-216

A RESOLUTION NAMING THE PARK LOCATED AT 1201 VENTURE WAY HORIZON PARK.

RESOLUTION NO. 20-207

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH WESTNET, INC., FOR THE FIRE STATION NO. 1 ALERTING SYSTEM PROJECT.

RESOLUTION NO. 20-217

A RESOLUTION AUTHORIZING AMENDMENT NO. 1 TO THE AGREEMENT WITH THE WYOMING DEPARTMENT OF TRANSPORTATION FOR THE TRANSPORTATION ALTERNATIVES PROGRAM FUNDED MORAD PARK TO WALMART TRAIL, PROJECT NO. 18-050.

RESOLUTION NO. 20-218

A RESOLUTION AUTHORIZING A CONTRACT FOR OUTSIDE-CITY WATER SERVICE WITH MARY ROBINETT.

RESOLUTION NO. 20-219

A RESOLUTION AUTHORIZING SUBMISSION OF AN APPLICATION TO THE WYOMING STATE PARKS AND TRAILS FOR THE FISCAL YEAR 2021 RECREATIONAL TRAILS PROGRAM GRANT FOR THE CASPER RAIL TO TRAIL EXTENSION TO EDNESS KIMBALL WILKINS STATE PARK PROJECT.

RESOLUTION NO. 20-220

A RESOLUTION SUPPLANTING RESOLUTION NO. 20-173 AND AUTHORIZING SUBMISSION OF A CORONAVIRUS RELIEF GRANT APPLICATION TO THE STATE LOAN AND INVESTMENT BOARD ON BEHALF OF THE GOVERNING BODY FOR THE CITY OF CASPER FOR THE PURPOSE OF PREVENTING THE SPREAD OF COVID-19.

RESOLUTION NO. 20-221

A RESOLUTION AMENDING THE CURRENT BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2021.

RESOLUTION NO. 20-222
A RESOLUTION AUTHORIZING A CONTRACT FOR
OUTSIDE-CITY WATER SEVICE WITH BRADLEY
BARCLAY AND CHARLA BARCLAY.

Councilmember Johnson presented the foregoing twelve (12) resolutions for adoption. Seconded by Councilmember Bates. Motion passed.

14. MINUTE ACTION– CONSENT

Moved by Councilmember Hopkins, seconded by Vice Mayor Lutz, to, by consent minute action, acknowledge a change in corporate ownership for Bar and Grill Liquor License No. 1, Sriphaiboon, LLC, d/b/a Dsasumo, located at 320 West 1st Street. Motion passed.

15. INTRODUCTION OF MEASURES AND PROPOSALS

Councilmembers spoke on meetings they attended. Councilmembers also expressed concern about the health of the community during the pandemic and Mayor Freel gave a brief update on the local COVID numbers.

16. ADJOURN INTO EXECUTIVE SESSION

Mayor Freel noted the next meetings of the City Council will be a regular Council meeting to be held at 6:00 p.m., Tuesday, December 1, 2020, in the Council Chambers; and a work session to be held at 4:30 p.m., Tuesday, December 8, 2020 in the Council Chambers.

At 8:03 p.m., it was moved Councilmember Hopkins, seconded by Councilmember Bates, to adjourn into executive session to discuss property acquisition and personnel. Motion passed.

At 8:39 p.m., it was moved by Councilmember Cathey, seconded by Councilmember Johnson, to adjourn the executive session. Motion passed.

17. ADJOURNMENT

At 8:40 p.m., it was moved by Councilmember Cathey, seconded by Councilmember Powell, to adjourn the regular Council meeting. Motion passed.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

City of Casper - Bills and Claims for December 01, 2020

0970 CED

0970 CED	Buildings & Structures Fund	Light bulbs for Fire Station 1	\$50.27
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<i>0970 CED - Total For Buildings & Structures Fund</i>			\$50.27
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0970 CED - ALL DEPARTMENTS			\$50.27
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307 COLLISION

307 COLLISION	Fleet Maintenance Fund	paint - waste removal	\$3,138.96
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<i>307 COLLISION - Total For Fleet Maintenance Fund</i>			\$3,138.96
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307 COLLISION - ALL DEPARTMENTS			\$3,138.96
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5.11, INC.

5.11, INC.	Fire-EMS Operations	Uniforms	\$255.11
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<i>5.11, INC. - Total For Fire-EMS Operations</i>			\$255.11
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5.11, INC. - ALL DEPARTMENTS			\$255.11
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71 CONSTRUCTION, INC

71 CONSTRUCTION, INC	Sewer Stormwater	Rock material	\$39.00
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<i>71 CONSTRUCTION, INC - Total For Sewer Stormwater</i>			\$39.00
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71 CONSTRUCTION, INC - ALL DEPARTMENTS			\$39.00
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A.M.B.I. & SHIPPING,

A.M.B.I. & SHIPPING,	Customer Service	Postage	\$679.04
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<i>A.M.B.I. & SHIPPING, - Total For Customer Service</i>			\$679.04
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A.M.B.I. & SHIPPING,	Ft. Caspar Museum	MAIL	\$2.40
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<i>A.M.B.I. & SHIPPING, - Total For Ft. Caspar Museum</i>			\$2.40
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A.M.B.I. & SHIPPING,	Human Resources	Remainder of balance due- \$44.56	\$44.56
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<i>A.M.B.I. & SHIPPING, - Total For Human Resources</i>			\$44.56
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A.M.B.I. & SHIPPING,	Metro Animal Shelter	MAIL	\$88.67
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A.M.B.I. & SHIPPING,	Metro Animal Shelter	mail	\$145.82
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A.M.B.I. & SHIPPING,	Metro Animal Shelter	MAIL	\$74.52
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<i>A.M.B.I. & SHIPPING, - Total For Metro Animal Shelter</i>			<i>\$309.01</i>
A.M.B.I. & SHIPPING,	Municipal Court	Postage	\$111.41
<i>A.M.B.I. & SHIPPING, - Total For Municipal Court</i>			<i>\$111.41</i>
A.M.B.I. & SHIPPING, - ALL DEPARTMENTS			\$1,146.42

AAA LANDSCAPING

AAA LANDSCAPING	Code Enforcement	TRIM TREES	\$50.00
<i>AAA LANDSCAPING - Total For Code Enforcement</i>			<i>\$50.00</i>
AAA LANDSCAPING - ALL DEPARTMENTS			\$50.00

ACTION GLASS INC

ACTION GLASS INC	Buildings & Structures Fund	Glass for Golf Course Pro Shop	\$99.00
<i>ACTION GLASS INC - Total For Buildings & Structures Fund</i>			<i>\$99.00</i>
ACTION GLASS INC	Capital Projects Fund	Replacement glass for parking garage office spa	\$121.00
<i>ACTION GLASS INC - Total For Capital Projects Fund</i>			<i>\$121.00</i>
ACTION GLASS INC - ALL DEPARTMENTS			\$220.00

ADECCO USA, INC.

ADECCO USA, INC.	Balefill - Disposal & Landfill	Contract Labor	\$582.00
<i>ADECCO USA, INC. - Total For Balefill - Disposal & Landfill</i>			<i>\$582.00</i>
ADECCO USA, INC. - ALL DEPARTMENTS			\$582.00

ADOBE ACROPRO SUBS

ADOBE ACROPRO SUBS	City Manager	Adobe Acrobat subscription rjs	\$14.99
<i>ADOBE ACROPRO SUBS - Total For City Manager</i>			<i>\$14.99</i>
ADOBE ACROPRO SUBS - ALL DEPARTMENTS			\$14.99

ADOBE CREATIVE CLOUD

ADOBE CREATIVE CLOUD	River Volunteer Events	CREATIVE CLOUD - BCOYLE	\$52.99
<i>ADOBE CREATIVE CLOUD - Total For River Volunteer Events</i>			<i>\$52.99</i>
ADOBE CREATIVE CLOUD - ALL DEPARTMENTS			\$52.99

AHERN RENTALS INC

AHERN RENTALS INC	Refuse - Commercial	Service Hotsey	\$197.90
<i>AHERN RENTALS INC - Total For Refuse - Commercial</i>			<i>\$197.90</i>
AHERN RENTALS INC	Refuse - Residential	Service Hotsey	\$197.90
AHERN RENTALS INC	Refuse - Residential	Soap	\$55.70
<i>AHERN RENTALS INC - Total For Refuse - Residential</i>			<i>\$253.60</i>
AHERN RENTALS INC	Water Distribution	BIG TAMPER THROTTLE LEVER	\$22.75
<i>AHERN RENTALS INC - Total For Water Distribution</i>			<i>\$22.75</i>
AHERN RENTALS INC - ALL DEPARTMENTS			\$474.25

AIRGAS USA LLC

AIRGAS USA LLC	Balefill - Baler Processing	Plasma Table	\$9,249.50
<i>AIRGAS USA LLC - Total For Balefill - Baler Processing</i>			<i>\$9,249.50</i>
AIRGAS USA LLC	Balefill - Disposal & Landfill	Safety supplies	\$708.44
<i>AIRGAS USA LLC - Total For Balefill - Disposal & Landfill</i>			<i>\$708.44</i>
AIRGAS USA LLC - ALL DEPARTMENTS			\$9,957.94

ALL OUT FIRE EXTINGU

ALL OUT FIRE EXTINGU	Regional Water Operations	New Extinguisher	\$120.00
<i>ALL OUT FIRE EXTINGU - Total For Regional Water Operations</i>			<i>\$120.00</i>
ALL OUT FIRE EXTINGU - ALL DEPARTMENTS			\$120.00

ALLAN'S CONCRETE

ALLAN'S CONCRETE	Capital Projects Fund	Replace sidewalk and increase size of shelter pa	\$3,520.00
ALLAN'S CONCRETE	Capital Projects Fund	Replace sidewalk and increase size of shelter pa	\$1,100.00
<i>ALLAN'S CONCRETE - Total For Capital Projects Fund</i>			<i>\$4,620.00</i>
ALLAN'S CONCRETE - ALL DEPARTMENTS			\$4,620.00

ALPINE MOTOR SPORTS

ALPINE MOTOR SPORTS	Cemetery	AUTO AND TRUCK DEALERS-(NEW&USED)-SALE	\$83.98
<i>ALPINE MOTOR SPORTS - Total For Cemetery</i>			<i>\$83.98</i>

ALPINE MOTOR SPORTS - ALL DEPARTMENTS

\$83.98

ALSCO

ALSCO	Balefill - Baler Processing	Uniforms	\$74.12
ALSCO	Balefill - Baler Processing	Laundry	\$74.12
ALSCO	Balefill - Baler Processing	Credit Memo	(\$6.00)
ALSCO	Balefill - Baler Processing	Uniforms	\$82.10

ALSCO - Total For Balefill - Baler Processing \$224.34

ALSCO	Balefill - Disposal & Landfill	Mats	\$53.25
ALSCO	Balefill - Disposal & Landfill	Rugs	\$53.50

ALSCO - Total For Balefill - Disposal & Landfill \$106.75

ALSCO	Refuse - Residential	Credit Memo	(\$2.50)
ALSCO	Refuse - Residential	Uniforms	\$66.30
ALSCO	Refuse - Residential	Laundry	\$66.30
ALSCO	Refuse - Residential	Credit memo	(\$2.50)
ALSCO	Refuse - Residential	Uniforms	\$56.16

ALSCO - Total For Refuse - Residential \$183.76

ALSCO - ALL DEPARTMENTS

\$514.85

ALSCO INC.

ALSCO INC.	Fleet Maintenance Fund	LAUNDRY SVC OCT 2020	\$541.38
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ALSCO INC. - Total For Fleet Maintenance Fund \$541.38

ALSCO INC.	Regional Water Operations	LAUNDRY	\$123.10
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ALSCO INC. - Total For Regional Water Operations \$123.10

ALSCO INC.	Sewer Wastewater Collection	LAUNDRY, CLEANING, AND GARMENT SERVICES	\$213.76
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ALSCO INC. - Total For Sewer Wastewater Collection \$213.76

ALSCO INC. - ALL DEPARTMENTS

\$878.24

AMAZON.COM 2T7CU6NF0

AMAZON.COM 2T7CU6NF0	City Council	COVID PPE 1 - hand sanitizer	\$226.10
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AMAZON.COM 2T7CU6NF0 - Total For City Council \$226.10

AMAZON.COM 2T7CU6NF0 - ALL DEPARTMENTS

\$226.10

AMERICAN TITLE AGENC

AMERICAN TITLE AGENC	Water Administration	7&8 - bL industrial acres	\$125.00
<i>AMERICAN TITLE AGENC - Total For Water Administration</i>			<i>\$125.00</i>
AMERICAN TITLE AGENC - ALL DEPARTMENTS			\$125.00

AMERIGAS - CASPER

AMERIGAS - CASPER	Balefill - Disposal & Landfill	Forklift Fuel	\$126.96
AMERIGAS - CASPER	Balefill - Disposal & Landfill	Forklift Fuel	\$212.70
<i>AMERIGAS - CASPER - Total For Balefill - Disposal & Landfill</i>			<i>\$339.66</i>
AMERIGAS - CASPER - ALL DEPARTMENTS			\$339.66

AMERI-TECH EQUIPMENT

AMERI-TECH EQUIPMENT	Fleet Maintenance Fund	SHOP SUPPLIES - LABOR - FREIGHT	\$2,429.00
AMERI-TECH EQUIPMENT	Fleet Maintenance Fund	Supplies	\$2,429.00
<i>AMERI-TECH EQUIPMENT - Total For Fleet Maintenance Fund</i>			<i>\$4,858.00</i>
AMERI-TECH EQUIPMENT	Refuse - Residential	shop supplies	\$135.90
AMERI-TECH EQUIPMENT	Refuse - Residential	504 RESIDENTIAL TRASH CONTAINERS	\$30,668.40
AMERI-TECH EQUIPMENT	Refuse - Residential	Services	\$192.00
AMERI-TECH EQUIPMENT	Refuse - Residential	Repairs unit #222283	\$110.00
AMERI-TECH EQUIPMENT	Refuse - Residential	frieght - cylinder	\$595.14
AMERI-TECH EQUIPMENT	Refuse - Residential	shop supplies	\$3,360.70
AMERI-TECH EQUIPMENT	Refuse - Residential	shop supplies - labor	\$210.00
AMERI-TECH EQUIPMENT	Refuse - Residential	Repairs	\$235.90
AMERI-TECH EQUIPMENT	Refuse - Residential	freight	\$171.00
AMERI-TECH EQUIPMENT	Refuse - Residential	Repair unit #222283	\$770.00
AMERI-TECH EQUIPMENT	Refuse - Residential	Repairs	\$235.90
AMERI-TECH EQUIPMENT	Refuse - Residential	repair	\$56.37
<i>AMERI-TECH EQUIPMENT - Total For Refuse - Residential</i>			<i>\$36,741.31</i>
AMERI-TECH EQUIPMENT - ALL DEPARTMENTS			\$41,599.31

AMZN Mktp US

AMZN Mktp US	Aquatics - Operations	Sign Holders and Stands	\$101.80
<i>AMZN Mktp US - Total For Aquatics - Operations</i>			<i>\$101.80</i>

AMZN Mktp US	City Council	COVID PPE 4 - non contact thermometers	\$57.90
AMZN Mktp US	City Council	COVID PPE2 disinfecting wipes	\$219.98
AMZN Mktp US	City Council	COVID PPE1 Masks	\$279.96
AMZN Mktp US	City Council	COVID PPE 4 non contact thermometers	\$99.96
AMZN Mktp US	City Council	COVID PPE1 disposable masks	\$139.60
AMZN Mktp US	City Council	COVID PPE 1 scarf tube masks	\$46.97
AMZN Mktp US	City Council	COVID PPE1 masks	\$10.99
<i>AMZN Mktp US - Total For City Council</i>			<i>\$855.36</i>
AMZN Mktp US	Hogadon - Operations	Water filters	\$170.88
<i>AMZN Mktp US - Total For Hogadon - Operations</i>			<i>\$170.88</i>
AMZN Mktp US	Ice Arena - Operations	WEB CAM W/MICROPHONE	\$26.99
<i>AMZN Mktp US - Total For Ice Arena - Operations</i>			<i>\$26.99</i>
AMZN Mktp US	Parks - Parks Maint.	Clips for hanging stuff from drop ceilings	\$12.95
AMZN Mktp US	Parks - Parks Maint.	Return of broken desk that took a long time to g	(\$426.14)
AMZN Mktp US	Parks - Parks Maint.	Reservation holders for shelters	\$136.00
<i>AMZN Mktp US - Total For Parks - Parks Maint.</i>			<i>(\$277.19)</i>
AMZN Mktp US	Police Administration	planners	\$99.96
<i>AMZN Mktp US - Total For Police Administration</i>			<i>\$99.96</i>
AMZN Mktp US	Rec Center - Admin	WEB CAM W/MICROPHONE	\$161.94
<i>AMZN Mktp US - Total For Rec Center - Admin</i>			<i>\$161.94</i>
AMZN Mktp US	Rec Center - Operations	WEB CAM W/MICROPHONE	\$53.98
<i>AMZN Mktp US - Total For Rec Center - Operations</i>			<i>\$53.98</i>
AMZN Mktp US - ALL DEPARTMENTS			\$1,193.72

ANIXTER INC - UPS

ANIXTER INC - UPS	Buildings & Structures Fund	A Box Kit for City Hall	\$190.00
<i>ANIXTER INC - UPS - Total For Buildings & Structures Fund</i>			<i>\$190.00</i>
ANIXTER INC - UPS - ALL DEPARTMENTS			\$190.00

APPLIED CONTROL EQUI

APPLIED CONTROL EQUI	Water Tanks	Control valve	\$620.44
<i>APPLIED CONTROL EQUI - Total For Water Tanks</i>			<i>\$620.44</i>
APPLIED CONTROL EQUI - ALL DEPARTMENTS			\$620.44

ARROWHEAD HEATING &

ARROWHEAD HEATING &	Balefill - Baler Processing	Services	\$244.70
<i>ARROWHEAD HEATING & - Total For Balefill - Baler Processing</i>			\$244.70
ARROWHEAD HEATING &	Balefill - Disposal & Landfill	Services	\$180.00
ARROWHEAD HEATING &	Balefill - Disposal & Landfill	Services	\$145.67
<i>ARROWHEAD HEATING & - Total For Balefill - Disposal & Landfill</i>			\$325.67
ARROWHEAD HEATING & - ALL DEPARTMENTS			\$570.37

ATLAS OFFICE PRODUCT

ATLAS OFFICE PRODUCT	Balefill - Baler Processing	office products	\$34.95
ATLAS OFFICE PRODUCT	Balefill - Baler Processing	Office products	\$47.91
<i>ATLAS OFFICE PRODUCT - Total For Balefill - Baler Processing</i>			\$82.86
ATLAS OFFICE PRODUCT	Balefill - Disposal & Landfill	Office Products	\$213.43
ATLAS OFFICE PRODUCT	Balefill - Disposal & Landfill	Office Products	\$230.40
ATLAS OFFICE PRODUCT	Balefill - Disposal & Landfill	Office Supplies	\$381.18
ATLAS OFFICE PRODUCT	Balefill - Disposal & Landfill	Office Products	\$7.63
ATLAS OFFICE PRODUCT	Balefill - Disposal & Landfill	Paper	\$61.61
<i>ATLAS OFFICE PRODUCT - Total For Balefill - Disposal & Landfill</i>			\$894.25
ATLAS OFFICE PRODUCT	Balefill - Diversion & Special	Office Supplies	\$13.47
<i>ATLAS OFFICE PRODUCT - Total For Balefill - Diversion & Special</i>			\$13.47
ATLAS OFFICE PRODUCT	City Attorney	COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL	\$238.08
<i>ATLAS OFFICE PRODUCT - Total For City Attorney</i>			\$238.08
ATLAS OFFICE PRODUCT	Code Enforcement	LABELS	\$30.59
<i>ATLAS OFFICE PRODUCT - Total For Code Enforcement</i>			\$30.59
ATLAS OFFICE PRODUCT	Fleet Maintenance Fund	PKG NOTEBOOKS, SM NOTEBOOK	\$22.74
ATLAS OFFICE PRODUCT	Fleet Maintenance Fund	CREDIT FOR OVERCHARGE: NOTE CREDIT SHOUL	(\$66.30)
ATLAS OFFICE PRODUCT	Fleet Maintenance Fund	CHARGE TO OFF-SET CREDIT THAT WAS ISSUED	\$33.15
<i>ATLAS OFFICE PRODUCT - Total For Fleet Maintenance Fund</i>			(\$10.41)
ATLAS OFFICE PRODUCT	Metro Animal Control	wall pocket	\$12.44
<i>ATLAS OFFICE PRODUCT - Total For Metro Animal Control</i>			\$12.44
ATLAS OFFICE PRODUCT	Police Administration	CHIPBOARD MED WEIGHT PK 100 - OFFICE PRO	\$45.20
ATLAS OFFICE PRODUCT	Police Administration	office products	\$7.21
ATLAS OFFICE PRODUCT	Police Administration	office products	\$202.66
ATLAS OFFICE PRODUCT	Police Administration	OFFICE PRODUCTS	\$45.20

<i>ATLAS OFFICE PRODUCT - Total For Police Administration</i>			<i>\$300.27</i>
ATLAS OFFICE PRODUCT	Regional Water Operations	Office Supply	\$102.72
ATLAS OFFICE PRODUCT	Regional Water Operations	Office Supply	\$20.90
ATLAS OFFICE PRODUCT	Regional Water Operations	Office Supplies	\$189.60
<i>ATLAS OFFICE PRODUCT - Total For Regional Water Operations</i>			<i>\$313.22</i>
ATLAS OFFICE PRODUCT	Water Distribution	Paper & clips	\$8.09
<i>ATLAS OFFICE PRODUCT - Total For Water Distribution</i>			<i>\$8.09</i>
ATLAS OFFICE PRODUCT - ALL DEPARTMENTS			\$1,882.86

ATLAS REPRODUCTION

ATLAS REPRODUCTION	Police Administration	EQUIPMENT	\$158.32
ATLAS REPRODUCTION	Police Administration	COLOR METER	\$92.21
<i>ATLAS REPRODUCTION - Total For Police Administration</i>			<i>\$250.53</i>
ATLAS REPRODUCTION - ALL DEPARTMENTS			\$250.53

AUTOZONE #1293

AUTOZONE #1293	Fire-EMS Operations	Antifreeze for E22	\$9.44
<i>AUTOZONE #1293 - Total For Fire-EMS Operations</i>			<i>\$9.44</i>
AUTOZONE #1293 - ALL DEPARTMENTS			\$9.44

BAILEY'S ACE HARDWAR

BAILEY'S ACE HARDWAR	Balefill - Disposal & Landfill	Hardware	\$8.58
<i>BAILEY'S ACE HARDWAR - Total For Balefill - Disposal & Landfill</i>			<i>\$8.58</i>
BAILEY'S ACE HARDWAR	Refuse - Recycling	Hardware	\$119.93
<i>BAILEY'S ACE HARDWAR - Total For Refuse - Recycling</i>			<i>\$119.93</i>
BAILEY'S ACE HARDWAR	Refuse - Residential	Hardware	\$14.36
BAILEY'S ACE HARDWAR	Refuse - Residential	Hardware	\$73.81
<i>BAILEY'S ACE HARDWAR - Total For Refuse - Residential</i>			<i>\$88.17</i>
BAILEY'S ACE HARDWAR - ALL DEPARTMENTS			\$216.68

BAILEYS ACE HDWE

BAILEYS ACE HDWE	Fire-EMS Training	Fasteners	\$16.44
<i>BAILEYS ACE HDWE - Total For Fire-EMS Training</i>			<i>\$16.44</i>

BAILEYS ACE HDWE	Ice Arena - Operations	Drill bits for Kickplate	\$14.17
<i>BAILEYS ACE HDWE - Total For Ice Arena - Operations</i>			<i>\$14.17</i>
BAILEYS ACE HDWE	Metro Animal Control	gorilla glue	\$5.99
<i>BAILEYS ACE HDWE - Total For Metro Animal Control</i>			<i>\$5.99</i>
BAILEYS ACE HDWE	WWTP Operations	Ice melt	\$206.91
BAILEYS ACE HDWE	WWTP Operations	Fix-a-flat	\$19.98
<i>BAILEYS ACE HDWE - Total For WWTP Operations</i>			<i>\$226.89</i>
BAILEYS ACE HDWE - ALL DEPARTMENTS			\$263.49

BARCODESINC

BARCODESINC	Code Enforcement	CARDS FOR CONTRACTOR LICENSEING (RENEW	\$140.00
BARCODESINC	Code Enforcement	RIBBONS FOR CONTRACTOR LICENSING	\$396.00
<i>BARCODESINC - Total For Code Enforcement</i>			<i>\$536.00</i>
BARCODESINC - ALL DEPARTMENTS			\$536.00

BAR-D SIGNS, INC.

BAR-D SIGNS, INC.	Refuse - Residential	Lettering on Waste Truck	\$750.00
<i>BAR-D SIGNS, INC. - Total For Refuse - Residential</i>			<i>\$750.00</i>
BAR-D SIGNS, INC. - ALL DEPARTMENTS			\$750.00

BARGREEN ELLINGSON

BARGREEN ELLINGSON	Balefill - Baler Processing	Public Utilities	\$89.96
<i>BARGREEN ELLINGSON - Total For Balefill - Baler Processing</i>			<i>\$89.96</i>
BARGREEN ELLINGSON - ALL DEPARTMENTS			\$89.96

BEST BUY

BEST BUY	Fire-EMS Administration	Webcam and mic for video meetings	\$224.97
BEST BUY	Fire-EMS Administration	Return	(\$129.99)
<i>BEST BUY - Total For Fire-EMS Administration</i>			<i>\$94.98</i>
BEST BUY	Ice Arena - Operations	Compressor laptop connection	\$19.99
<i>BEST BUY - Total For Ice Arena - Operations</i>			<i>\$19.99</i>
BEST BUY - ALL DEPARTMENTS			\$114.97

BLACK HILLS ENERGY

BLACK HILLS ENERGY	Aquatics - Operations	7584 6122 74	\$5,540.38
<i>BLACK HILLS ENERGY - Total For Aquatics - Operations</i>			\$5,540.38
BLACK HILLS ENERGY	Aquatics - Pool	9723 1947 06	\$368.52
<i>BLACK HILLS ENERGY - Total For Aquatics - Pool</i>			\$368.52
BLACK HILLS ENERGY	Balefill - Disposal & Landfill	7538 8605 37	\$29.00
BLACK HILLS ENERGY	Balefill - Disposal & Landfill	1919 8530 97	\$1,614.12
BLACK HILLS ENERGY	Balefill - Disposal & Landfill	7538 8605 37	\$31.90
<i>BLACK HILLS ENERGY - Total For Balefill - Disposal & Landfill</i>			\$1,675.02
BLACK HILLS ENERGY	Buildings & Structures Fund	8545 6521 02	\$222.23
<i>BLACK HILLS ENERGY - Total For Buildings & Structures Fund</i>			\$222.23
BLACK HILLS ENERGY	Cemetery	9629 0042 60	\$210.49
<i>BLACK HILLS ENERGY - Total For Cemetery</i>			\$210.49
BLACK HILLS ENERGY	City Center Building	8545 6521 02	\$146.14
<i>BLACK HILLS ENERGY - Total For City Center Building</i>			\$146.14
BLACK HILLS ENERGY	City Hall	6837 4281 65	\$2,185.57
<i>BLACK HILLS ENERGY - Total For City Hall</i>			\$2,185.57
BLACK HILLS ENERGY	Fire-EMS Administration	1783 9430 41	\$1,415.20
BLACK HILLS ENERGY	Fire-EMS Administration	3267 4234 58	\$95.95
<i>BLACK HILLS ENERGY - Total For Fire-EMS Administration</i>			\$1,511.15
BLACK HILLS ENERGY	Fleet Maintenance Fund	5293 6421 13	\$1,705.14
<i>BLACK HILLS ENERGY - Total For Fleet Maintenance Fund</i>			\$1,705.14
BLACK HILLS ENERGY	Ft. Caspar Museum	9861 5264 23	\$498.77
<i>BLACK HILLS ENERGY - Total For Ft. Caspar Museum</i>			\$498.77
BLACK HILLS ENERGY	Golf - Operations	1340 9824 25	\$341.71
BLACK HILLS ENERGY	Golf - Operations	6566 7661 30	\$226.00
<i>BLACK HILLS ENERGY - Total For Golf - Operations</i>			\$567.71
BLACK HILLS ENERGY	Ice Arena - Operations	9570 6006 61	\$358.04
<i>BLACK HILLS ENERGY - Total For Ice Arena - Operations</i>			\$358.04
BLACK HILLS ENERGY	Marathon Building	8545 6521 02	\$472.23
<i>BLACK HILLS ENERGY - Total For Marathon Building</i>			\$472.23
BLACK HILLS ENERGY	Miller St. Dormitory	8545 6521 02	\$45.05
<i>BLACK HILLS ENERGY - Total For Miller St. Dormitory</i>			\$45.05
BLACK HILLS ENERGY	Parks - Parks Maint.	2076 2356 87	\$216.31
<i>BLACK HILLS ENERGY - Total For Parks - Parks Maint.</i>			\$216.31

BLACK HILLS ENERGY	Rec Center - Operations	4400 2150 46	\$921.67
<i>BLACK HILLS ENERGY - Total For Rec Center - Operations</i>			\$921.67
BLACK HILLS ENERGY	Regional Water Operations	75131659	\$4,029.92
<i>BLACK HILLS ENERGY - Total For Regional Water Operations</i>			\$4,029.92
BLACK HILLS ENERGY	Sewer Wastewater Collection	6405 5357 61	\$19.02
<i>BLACK HILLS ENERGY - Total For Sewer Wastewater Collection</i>			\$19.02
BLACK HILLS ENERGY	Water Distribution	0295 5402 18	\$1,285.90
<i>BLACK HILLS ENERGY - Total For Water Distribution</i>			\$1,285.90
BLACK HILLS ENERGY	WWTP Operations	5541 2887 44	\$1,355.57
<i>BLACK HILLS ENERGY - Total For WWTP Operations</i>			\$1,355.57
BLACK HILLS ENERGY - ALL DEPARTMENTS			\$23,334.83

BLOEDORN LUMBER

BLOEDORN LUMBER	Buildings & Structures Fund	tape	\$14.99
<i>BLOEDORN LUMBER - Total For Buildings & Structures Fund</i>			\$14.99
BLOEDORN LUMBER - ALL DEPARTMENTS			\$14.99

BRENNTAG PACIFIC, IN

BRENNTAG PACIFIC, IN	WWTP Operations	Ferric Chloride delivery	\$12,391.58
<i>BRENNTAG PACIFIC, IN - Total For WWTP Operations</i>			\$12,391.58
BRENNTAG PACIFIC, IN - ALL DEPARTMENTS			\$12,391.58

BUDGET RENT A CAR

BUDGET RENT A CAR	Police Administration	rental car for pre hire background	\$292.26
<i>BUDGET RENT A CAR - Total For Police Administration</i>			\$292.26
BUDGET RENT A CAR - ALL DEPARTMENTS			\$292.26

CAPITAL BUSINESS SYS

CAPITAL BUSINESS SYS	Fleet Maintenance Fund	CONTRACT INV COPIER OCT 2020	\$45.00
<i>CAPITAL BUSINESS SYS - Total For Fleet Maintenance Fund</i>			\$45.00
CAPITAL BUSINESS SYS - ALL DEPARTMENTS			\$45.00

CASELLE, INC.

CASELLE, INC.	Customer Service	Support September2020	\$75.00
<i>CASELLE, INC. - Total For Customer Service</i>			<i>\$75.00</i>
CASELLE, INC. - ALL DEPARTMENTS			\$75.00

CASPER COLLEGE

CASPER COLLEGE	Water Meters	Cross Connection Tester Class Registration - A.	\$1,199.00
<i>CASPER COLLEGE - Total For Water Meters</i>			<i>\$1,199.00</i>
CASPER COLLEGE - ALL DEPARTMENTS			\$1,199.00

CASPER FIRE EXTINGUI

CASPER FIRE EXTINGUI	Hogadon - Operations	DURABLE GOODS,NOT ELSEWHERE CLASSIFIED	\$722.08
<i>CASPER FIRE EXTINGUI - Total For Hogadon - Operations</i>			<i>\$722.08</i>
CASPER FIRE EXTINGUI	WWTP Operations	Fire extinguisher cert	\$9.75
<i>CASPER FIRE EXTINGUI - Total For WWTP Operations</i>			<i>\$9.75</i>
CASPER FIRE EXTINGUI - ALL DEPARTMENTS			\$731.83

CASPER FORD LINCOLN

CASPER FORD LINCOLN	Fleet Maintenance Fund	222292 REPAIR WIRES TO BACKUP CAMERA	\$223.94
<i>CASPER FORD LINCOLN - Total For Fleet Maintenance Fund</i>			<i>\$223.94</i>
CASPER FORD LINCOLN - ALL DEPARTMENTS			\$223.94

CASPER STAR TRIBUNE

CASPER STAR TRIBUNE	City Manager	Final paper subscription and yearly digital subscr	\$194.00
<i>CASPER STAR TRIBUNE - Total For City Manager</i>			<i>\$194.00</i>
CASPER STAR TRIBUNE	Sewer Stormwater	NEWS DEALERS AND NEWSSTANDS	\$243.85
<i>CASPER STAR TRIBUNE - Total For Sewer Stormwater</i>			<i>\$243.85</i>
CASPER STAR TRIBUNE - ALL DEPARTMENTS			\$437.85

CASPER STAR-TRIBUNE,

CASPER STAR-TRIBUNE,	Balefill - Disposal & Landfill	SOLIDE WASTE FENCING	\$227.86
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<i>CASPER STAR-TRIBUNE, - Total For Balefill - Disposal & Landfill</i>			\$227.86
CASPER STAR-TRIBUNE,	Capital Projects Fund	FINAL PAYMENT FOR AD	\$227.86
<i>CASPER STAR-TRIBUNE, - Total For Capital Projects Fund</i>			\$227.86
CASPER STAR-TRIBUNE,	City Clerk	Council Proceedings	\$117.90
CASPER STAR-TRIBUNE,	City Clerk	Council Proceedings - Special	\$259.96
CASPER STAR-TRIBUNE,	City Clerk	COUNCIL PROCEEDINGS SPECIAL	\$114.74
CASPER STAR-TRIBUNE,	City Clerk	Council Minutes 11/03	\$963.45
CASPER STAR-TRIBUNE,	City Clerk	council minutes 20	\$1,177.00
<i>CASPER STAR-TRIBUNE, - Total For City Clerk</i>			\$2,633.05
CASPER STAR-TRIBUNE,	Planning	public service opportunity	\$247.12
<i>CASPER STAR-TRIBUNE, - Total For Planning</i>			\$247.12
CASPER STAR-TRIBUNE, - ALL DEPARTMENTS			\$3,335.89

CASPER TIN SHOP

CASPER TIN SHOP	Public Safety Communication Services		\$227.00
<i>CASPER TIN SHOP - Total For Public Safety Communications</i>			\$227.00
CASPER TIN SHOP - ALL DEPARTMENTS			\$227.00

CASPER TIRE

CASPER TIRE	Refuse - Commercial	Flat repair	\$86.00
CASPER TIRE	Refuse - Commercial	Repair	\$70.00
<i>CASPER TIRE - Total For Refuse - Commercial</i>			\$156.00
CASPER TIRE	Refuse - Recycling	Repair	\$70.00
CASPER TIRE	Refuse - Recycling	Repair	\$35.00
<i>CASPER TIRE - Total For Refuse - Recycling</i>			\$105.00
CASPER TIRE	Refuse - Residential	Repair	\$35.00
CASPER TIRE	Refuse - Residential	Repair	\$35.00
<i>CASPER TIRE - Total For Refuse - Residential</i>			\$70.00
CASPER TIRE - ALL DEPARTMENTS			\$331.00

CASPER TIRE 0000705

CASPER TIRE 0000705	Fleet Maintenance Fund	230085 4 NEW TIRES AND SEALER	\$940.00
CASPER TIRE 0000705	Fleet Maintenance Fund	230086 4 NEW TIRES AND SEALER	\$940.00

CASPER TIRE 0000705	Fleet Maintenance Fund	230084 6 NEW TIRES	\$1,350.00
CASPER TIRE 0000705	Fleet Maintenance Fund	230088 4 NEW TIRES AND SEALER	\$940.00
CASPER TIRE 0000705	Fleet Maintenance Fund	230089 4 NEW TIRES AND SEALER	\$1,060.00
CASPER TIRE 0000705	Fleet Maintenance Fund	60679 ALIGNMENT	\$69.95
CASPER TIRE 0000705	Fleet Maintenance Fund	230074 4 NEW TIRES	\$900.00
<i>CASPER TIRE 0000705 - Total For Fleet Maintenance Fund</i>			<i>\$6,199.95</i>
CASPER TIRE 0000705 - ALL DEPARTMENTS			\$6,199.95

CASPER WINNELSON CO

CASPER WINNELSON CO	Buildings & Structures Fund	Supplies to install drinking fountain at Ice Arena	\$43.88
<i>CASPER WINNELSON CO - Total For Buildings & Structures Fund</i>			<i>\$43.88</i>
CASPER WINNELSON CO - ALL DEPARTMENTS			\$43.88

CASPER/NATRONA COUNT

CASPER/NATRONA COUNT	Police Administration	parking during pre hire background	\$20.00
<i>CASPER/NATRONA COUNT - Total For Police Administration</i>			<i>\$20.00</i>
CASPER/NATRONA COUNT - ALL DEPARTMENTS			\$20.00

CENTRAL TRUCK & DIES

CENTRAL TRUCK & DIES	Fleet Maintenance Fund	222300 DIAGNOIS CK ENG LIGHT/ NOT CUMMI	\$759.45
<i>CENTRAL TRUCK & DIES - Total For Fleet Maintenance Fund</i>			<i>\$759.45</i>
CENTRAL TRUCK & DIES - ALL DEPARTMENTS			\$759.45

CENTURYLINK

CENTURYLINK	Aquatics - Operations	P-307-111-9950 456M	\$24.52
<i>CENTURYLINK - Total For Aquatics - Operations</i>			<i>\$24.52</i>
CENTURYLINK	Aquatics - Pool	307-235-8494F2232	(\$49.27)
<i>CENTURYLINK - Total For Aquatics - Pool</i>			<i>(\$49.27)</i>
CENTURYLINK	Balefill - Disposal & Landfill	P-307-111-9950 456M	\$78.88
<i>CENTURYLINK - Total For Balefill - Disposal & Landfill</i>			<i>\$78.88</i>
CENTURYLINK	Buildings & Structures Fund	P-307-111-9950 456M	\$14.84
<i>CENTURYLINK - Total For Buildings & Structures Fund</i>			<i>\$14.84</i>
CENTURYLINK	Cemetery	P-307-111-9950 456M	\$14.84

<i>CENTURYLINK - Total For Cemetery</i>			<i>\$14.84</i>
CENTURYLINK	City Attorney	P-307-111-9950 456M	\$54.20
<i>CENTURYLINK - Total For City Attorney</i>			<i>\$54.20</i>
CENTURYLINK	City Council	P-307-111-9950 456M	\$14.84
<i>CENTURYLINK - Total For City Council</i>			<i>\$14.84</i>
CENTURYLINK	City Hall	P-307-111-9950 456M	\$9.84
CENTURYLINK	City Hall	307-265-0955 140B	\$111.15
<i>CENTURYLINK - Total For City Hall</i>			<i>\$120.99</i>
CENTURYLINK	City Manager	P-307-111-9950 456M	\$34.52
<i>CENTURYLINK - Total For City Manager</i>			<i>\$34.52</i>
CENTURYLINK	Code Enforcement	P-307-111-9950 456M	\$69.04
CENTURYLINK	Code Enforcement	P-307-234-6076 866M	\$194.48
<i>CENTURYLINK - Total For Code Enforcement</i>			<i>\$263.52</i>
CENTURYLINK	Customer Service	307-235-8290 915B	\$124.84
CENTURYLINK	Customer Service	P-307-111-9950 456M	\$34.52
<i>CENTURYLINK - Total For Customer Service</i>			<i>\$159.36</i>
CENTURYLINK	Engineering	P-307-111-9950 456M	\$69.04
<i>CENTURYLINK - Total For Engineering</i>			<i>\$69.04</i>
CENTURYLINK	Finance	P-307-111-9950 456M	\$78.88
<i>CENTURYLINK - Total For Finance</i>			<i>\$78.88</i>
CENTURYLINK	Fire-EMS Administration	P-307-111-9950 456M	\$98.57
CENTURYLINK	Fire-EMS Administration	P-307-111-5104 106M	\$1,222.19
<i>CENTURYLINK - Total For Fire-EMS Administration</i>			<i>\$1,320.76</i>
CENTURYLINK	Fleet Maintenance Fund	P-307-111-5112 611M	\$455.62
CENTURYLINK	Fleet Maintenance Fund	P-307-111-9950 456M	\$64.04
<i>CENTURYLINK - Total For Fleet Maintenance Fund</i>			<i>\$519.66</i>
CENTURYLINK	Ft. Caspar Museum	P-307-111-9950 456M	\$14.84
<i>CENTURYLINK - Total For Ft. Caspar Museum</i>			<i>\$14.84</i>
CENTURYLINK	Golf - Operations	P-307-111-9950 456M	\$14.84
<i>CENTURYLINK - Total For Golf - Operations</i>			<i>\$14.84</i>
CENTURYLINK	Hogadon - Operations	P-307-111-9950 456M	\$49.21
<i>CENTURYLINK - Total For Hogadon - Operations</i>			<i>\$49.21</i>
CENTURYLINK	Human Resources	P-307-111-9950 456M	\$24.68
<i>CENTURYLINK - Total For Human Resources</i>			<i>\$24.68</i>
CENTURYLINK	Ice Arena - Operations	P-307-111-9950 456M	\$19.68
CENTURYLINK	Ice Arena - Operations	307-235-7540 740B	\$123.03

<i>CENTURYLINK - Total For Ice Arena - Operations</i>			\$142.71
CENTURYLINK	Information Services	P-307-111-9950 456M	\$78.88
<i>CENTURYLINK - Total For Information Services</i>			\$78.88
CENTURYLINK	Metro Animal Shelter	P-307-111-9950 456M	\$14.84
CENTURYLINK	Metro Animal Shelter	P-307-234-8116 403M	\$616.52
CENTURYLINK	Metro Animal Shelter	307-235-8356 281B	\$122.85
<i>CENTURYLINK - Total For Metro Animal Shelter</i>			\$754.21
CENTURYLINK	Municipal Court	P-307-111-9950 456M	\$54.20
CENTURYLINK	Municipal Court	307-234-6291 349B	\$96.95
<i>CENTURYLINK - Total For Municipal Court</i>			\$151.15
CENTURYLINK	Parking Fund	P-307-111-5106 155M	\$397.82
<i>CENTURYLINK - Total For Parking Fund</i>			\$397.82
CENTURYLINK	Parks - Parks Maint.	307-237-7808 111B	\$146.57
CENTURYLINK	Parks - Parks Maint.	P-307-234-6734 889M	\$364.65
CENTURYLINK	Parks - Parks Maint.	P-307-111-9950 456M	\$54.20
<i>CENTURYLINK - Total For Parks - Parks Maint.</i>			\$565.42
CENTURYLINK	Planning	P-307-111-9950 456M	\$49.21
<i>CENTURYLINK - Total For Planning</i>			\$49.21
CENTURYLINK	Police Administration	P-307-111-5103 060M	\$363.81
CENTURYLINK	Police Administration	P-307-111-9950 456M	\$305.38
<i>CENTURYLINK - Total For Police Administration</i>			\$669.19
CENTURYLINK	Public Safety Communication	307-235-7592 537B	\$724.39
CENTURYLINK	Public Safety Communication	P-307-632-4759 643M	\$898.82
CENTURYLINK	Public Safety Communication	P-307-111-5107 160M	\$10,896.95
CENTURYLINK	Public Safety Communication	P-307-111-9950 456M	\$9.84
<i>CENTURYLINK - Total For Public Safety Communications</i>			\$12,530.00
CENTURYLINK	Rec Center - Operations	P-307-111-5114 622M	\$1,239.61
CENTURYLINK	Rec Center - Operations	P-307-111-9950 456M	\$39.36
<i>CENTURYLINK - Total For Rec Center - Operations</i>			\$1,278.97
CENTURYLINK	Regional Water Operations	P-307-111-9950 456M	\$19.68
<i>CENTURYLINK - Total For Regional Water Operations</i>			\$19.68
CENTURYLINK	Risk Management	P-307-111-9950 456M	\$14.89
<i>CENTURYLINK - Total For Risk Management</i>			\$14.89
CENTURYLINK	Sewer Wastewater Collection	P-307-111-9950 456M	\$9.84
<i>CENTURYLINK - Total For Sewer Wastewater Collection</i>			\$9.84
CENTURYLINK	Streets	P-307-111-5105 138M	\$515.36

CENTURYLINK	Streets	P-307-111-9950 456M	\$34.52
<i>CENTURYLINK - Total For Streets</i>			<i>\$549.88</i>
CENTURYLINK	Water Administration	P-307-111-9950 456M	\$19.68
CENTURYLINK	Water Administration	P-307-234-3016 518M	\$778.14
<i>CENTURYLINK - Total For Water Administration</i>			<i>\$797.82</i>
CENTURYLINK	Water Distribution	P-307-111-9950 456M	\$14.84
CENTURYLINK	Water Distribution	307-235-7564 793B	\$123.03
<i>CENTURYLINK - Total For Water Distribution</i>			<i>\$137.87</i>
CENTURYLINK	Water Meters	P-307-111-9950 456M	\$29.37
<i>CENTURYLINK - Total For Water Meters</i>			<i>\$29.37</i>
CENTURYLINK	Water Tanks	307-235-7545 631B	\$165.16
<i>CENTURYLINK - Total For Water Tanks</i>			<i>\$165.16</i>
CENTURYLINK	WWTP Operations	P-307-111-9950 456M	\$29.52
CENTURYLINK	WWTP Operations	P-307-111-5113 619M	\$510.73
<i>CENTURYLINK - Total For WWTP Operations</i>			<i>\$540.25</i>
CENTURYLINK	WWTP Regional Interceptors	P-307-234-3201 148M	\$5,318.55
<i>CENTURYLINK - Total For WWTP Regional Interceptors</i>			<i>\$5,318.55</i>
CENTURYLINK - ALL DEPARTMENTS			\$27,024.02

CITIZEN PAYMENT

CITIZEN PAYMENT	Aquatics - Operations	REFUND FOR CANCELLED AQUATIC RENTAL	\$405.00
CITIZEN PAYMENT	Aquatics - Operations	REFUND CX RENTAL DUE TO COVID	\$405.00
<i>CITIZEN PAYMENT - Total For Aquatics - Operations</i>			<i>\$810.00</i>
CITIZEN PAYMENT - ALL DEPARTMENTS			\$810.00

CITY OF CASPER

CITY OF CASPER	Balefill - Disposal & Landfill	Street Sweeping Fee	\$2,266.00
<i>CITY OF CASPER - Total For Balefill - Disposal & Landfill</i>			<i>\$2,266.00</i>
CITY OF CASPER	Hogadon - Operations	Services	\$18.00
CITY OF CASPER	Hogadon - Operations	Services	\$18.00
<i>CITY OF CASPER - Total For Hogadon - Operations</i>			<i>\$36.00</i>
CITY OF CASPER	Metro Animal Control	October PSCC Chgs	\$2,474.19
<i>CITY OF CASPER - Total For Metro Animal Control</i>			<i>\$2,474.19</i>
CITY OF CASPER	Refuse - Residential	Services	\$325.38

CITY OF CASPER	Refuse - Residential	Services	\$6,095.82
CITY OF CASPER	Refuse - Residential	Services	\$321.30
CITY OF CASPER	Refuse - Residential	Services	\$8,368.38
CITY OF CASPER	Refuse - Residential	Services	\$5,456.64
CITY OF CASPER	Refuse - Residential	Services	\$4,368.30
CITY OF CASPER	Refuse - Residential	Services	\$6,952.47
CITY OF CASPER	Refuse - Residential	Services	\$290.19
CITY OF CASPER	Refuse - Residential	Services	\$7,474.35
CITY OF CASPER	Refuse - Residential	Services	\$7,128.42
CITY OF CASPER	Refuse - Residential	Services	\$6,811.71
CITY OF CASPER	Refuse - Residential	Balefill	\$6,093.63
CITY OF CASPER	Refuse - Residential	Services	\$6,613.83
CITY OF CASPER	Refuse - Residential	Services	\$334.56
CITY OF CASPER	Refuse - Residential	Services	\$6,709.71
CITY OF CASPER	Refuse - Residential	Services	\$5,885.55
CITY OF CASPER	Refuse - Residential	Services	\$6,174.72
CITY OF CASPER	Refuse - Residential	Services	\$5,472.60
CITY OF CASPER	Refuse - Residential	Services	\$6,725.88
CITY OF CASPER	Refuse - Residential	Services	\$334.05
CITY OF CASPER	Refuse - Residential	Services	\$6,289.62
CITY OF CASPER	Refuse - Residential	Services	\$6,190.17
CITY OF CASPER	Refuse - Residential	Services	\$5,932.98
<i>CITY OF CASPER - Total For Refuse - Residential</i>			<i>\$116,350.26</i>
CITY OF CASPER	Regional Water Operations	sewer	\$124.50
CITY OF CASPER	Regional Water Operations	sewer	\$24.56
<i>CITY OF CASPER - Total For Regional Water Operations</i>			<i>\$149.06</i>
CITY OF CASPER	Sewer Administration	201 Sewer	359,541.90
<i>CITY OF CASPER - Total For Sewer Administration</i>			<i>\$359,541.90</i>
CITY OF CASPER	Sewer Wastewater Collection	October PSCC Chgs	\$82.50
<i>CITY OF CASPER - Total For Sewer Wastewater Collection</i>			<i>\$82.50</i>
CITY OF CASPER	Water Distribution	October PSCC Chgs	\$82.50
<i>CITY OF CASPER - Total For Water Distribution</i>			<i>\$82.50</i>
CITY OF CASPER	WWTP Operations	Services	\$119.85
CITY OF CASPER	WWTP Operations	Services	\$105.06
CITY OF CASPER	WWTP Operations	Services	\$145.35
CITY OF CASPER	WWTP Operations	Services	\$128.01

CITY OF CASPER	WWTP Operations	Services	\$84.66
<i>CITY OF CASPER - Total For WWTP Operations</i>			<i>\$582.93</i>
CITY OF CASPER - ALL DEPARTMENTS			\$481,565.34

CMI TECO, INC.

CMI TECO, INC.	Fleet Maintenance Fund	83286 LEAF SPRINGS, 70769, 70769, 660270 RE	\$1,721.41
<i>CMI TECO, INC. - Total For Fleet Maintenance Fund</i>			<i>\$1,721.41</i>
CMI TECO, INC.	Refuse - Commercial	Repair	\$1,485.91
CMI TECO, INC.	Refuse - Commercial	Repair Unit #2272	\$6,587.57
<i>CMI TECO, INC. - Total For Refuse - Commercial</i>			<i>\$8,073.48</i>
CMI TECO, INC.	Refuse - Recycling	Repair unit#222276	\$5,651.81
CMI TECO, INC.	Refuse - Recycling	Repair unit#222261	\$13,292.89
CMI TECO, INC.	Refuse - Recycling	Repair unit #222247	\$951.52
CMI TECO, INC.	Refuse - Recycling	Injector - module	\$2,036.20
<i>CMI TECO, INC. - Total For Refuse - Recycling</i>			<i>\$21,932.42</i>
CMI TECO, INC.	Refuse - Residential	Repair unit 222285	\$55.50
CMI TECO, INC.	Refuse - Residential	Repairs unit 222289	\$147.65
CMI TECO, INC.	Refuse - Residential	Repair unit #222283	\$549.87
CMI TECO, INC.	Refuse - Residential	Repair unit#222274	\$1,406.52
CMI TECO, INC.	Refuse - Residential	repair - bushings	\$921.06
CMI TECO, INC.	Refuse - Residential	REPAIR	\$218.03
CMI TECO, INC.	Refuse - Residential	Repair	\$524.75
CMI TECO, INC.	Refuse - Residential	Repair	\$1,605.26
CMI TECO, INC.	Refuse - Residential	Repair	\$4,320.67
CMI TECO, INC.	Refuse - Residential	Repair unit #222262	\$2,890.02
CMI TECO, INC.	Refuse - Residential	Repair	\$813.17
<i>CMI TECO, INC. - Total For Refuse - Residential</i>			<i>\$13,452.50</i>
CMI TECO, INC. - ALL DEPARTMENTS			\$45,179.81

COLLECTION CENTER IN

COLLECTION CENTER IN	Code Enforcement	Services	\$11.82
<i>COLLECTION CENTER IN - Total For Code Enforcement</i>			<i>\$11.82</i>
COLLECTION CENTER IN	Refuse - Residential	Services	\$119.35
<i>COLLECTION CENTER IN - Total For Refuse - Residential</i>			<i>\$119.35</i>

COLLECTION CENTER IN	Sewer Administration	Services	\$90.71
<i>COLLECTION CENTER IN - Total For Sewer Administration</i>			<i>\$90.71</i>
COLLECTION CENTER IN	Water Administration	Services	\$267.35
COLLECTION CENTER IN	Water Administration	Collection services	\$109.08
<i>COLLECTION CENTER IN - Total For Water Administration</i>			<i>\$376.43</i>
COLLECTION CENTER IN - ALL DEPARTMENTS			\$598.31

COLUMBINE CONTROL CO

COLUMBINE CONTROL CO	WWTP Operations	Pressure relief valves for Digester #2 and #3	\$5,244.00
<i>COLUMBINE CONTROL CO - Total For WWTP Operations</i>			<i>\$5,244.00</i>
COLUMBINE CONTROL CO - ALL DEPARTMENTS			\$5,244.00

COMMUNICATION TECHNO

COMMUNICATION TECHNO	Refuse - Commercial	Radio for the New Crane Truck	\$2,456.12
<i>COMMUNICATION TECHNO - Total For Refuse - Commercial</i>			<i>\$2,456.12</i>
COMMUNICATION TECHNO	Refuse - Residential	Radio	\$266.08
<i>COMMUNICATION TECHNO - Total For Refuse - Residential</i>			<i>\$266.08</i>
COMMUNICATION TECHNO - ALL DEPARTMENTS			\$2,722.20

COMTRONIX, INC.

COMTRONIX, INC.	Metro Animal Shelter	MATERIAL - ALARM	\$55.89
<i>COMTRONIX, INC. - Total For Metro Animal Shelter</i>			<i>\$55.89</i>
COMTRONIX, INC.	Police Administration	Test Security system	\$821.00
<i>COMTRONIX, INC. - Total For Police Administration</i>			<i>\$821.00</i>
COMTRONIX, INC. - ALL DEPARTMENTS			\$876.89

CONVERGEONE

CONVERGEONE	Rec Center - Admin	New Phones for Aquatics	\$374.40
<i>CONVERGEONE - Total For Rec Center - Admin</i>			<i>\$374.40</i>
CONVERGEONE	Rec Center - Sports Programs	I Pad, Keyboard	\$76.80
<i>CONVERGEONE - Total For Rec Center - Sports Programs</i>			<i>\$76.80</i>
CONVERGEONE - ALL DEPARTMENTS			\$451.20

CPS DISTRIBUTORS

CPS DISTRIBUTORS	Parks - Parks Maint.	Irrigation repair Metro Animal Control	\$11.27
CPS DISTRIBUTORS	Parks - Parks Maint.	Irrigation Repair Metro Animal Control	\$13.00
<i>CPS DISTRIBUTORS - Total For Parks - Parks Maint.</i>			\$24.27
CPS DISTRIBUTORS	Parks - Urban Forestry	Tree Marking Materials	\$70.78
<i>CPS DISTRIBUTORS - Total For Parks - Urban Forestry</i>			\$70.78
CPS DISTRIBUTORS - ALL DEPARTMENTS			\$95.05

CPU IIT

CPU IIT	Fleet Maintenance Fund	AXIS POE INJECTOR (CAMERA SYSTEM)	\$149.00
<i>CPU IIT - Total For Fleet Maintenance Fund</i>			\$149.00
CPU IIT	Social Community Services	COVID Remote IT Equipment	\$4,418.00
CPU IIT	Social Community Services	TECH 3 - Two webcams for remote meetings	\$1,150.00
<i>CPU IIT - Total For Social Community Services</i>			\$5,568.00
CPU IIT	Streets	Web Cam (Issue with credit card machine)	\$1.05
CPU IIT	Streets	Web Cam	\$103.95
<i>CPU IIT - Total For Streets</i>			\$105.00
CPU IIT - ALL DEPARTMENTS			\$5,822.00

CRESCENT ELECTRIC SU

CRESCENT ELECTRIC SU	Ice Arena - Operations	Emergency Exit Lights	\$52.56
<i>CRESCENT ELECTRIC SU - Total For Ice Arena - Operations</i>			\$52.56
CRESCENT ELECTRIC SU - ALL DEPARTMENTS			\$52.56

CRUM ELECTRIC SUPPLY

CRUM ELECTRIC SUPPLY	Regional Water Operations	Light Bulbs Credit from 2224778-00	(\$82.80)
CRUM ELECTRIC SUPPLY	Regional Water Operations	Light Bulbs	\$82.80
CRUM ELECTRIC SUPPLY	Regional Water Operations	Light Bulbs	\$319.50
CRUM ELECTRIC SUPPLY	Regional Water Operations	36 inch magmeter install	\$47.52
<i>CRUM ELECTRIC SUPPLY - Total For Regional Water Operations</i>			\$367.02
CRUM ELECTRIC SUPPLY - ALL DEPARTMENTS			\$367.02

CUMMINS INC -

CUMMINS INC -	Fleet Maintenance Fund	INSITE CUMMINS SUBSCRIPTION RENEWAL	\$720.00
<i>CUMMINS INC - - Total For Fleet Maintenance Fund</i>			<i>\$720.00</i>
CUMMINS INC - - ALL DEPARTMENTS			\$720.00

DANA KEPNER CO.

DANA KEPNER CO.	Parks - Parks Maint.	Repair clamp for Fun Valley	\$60.00
<i>DANA KEPNER CO. - Total For Parks - Parks Maint.</i>			<i>\$60.00</i>
DANA KEPNER CO.	Water Distribution	CURB STOP	\$195.00
<i>DANA KEPNER CO. - Total For Water Distribution</i>			<i>\$195.00</i>
DANA KEPNER CO. - ALL DEPARTMENTS			\$255.00

DAVE LODEN CONSTRUCT

DAVE LODEN CONSTRUCT	Water Revenue and Transfers Contract Withholding: 20300425		\$4,994.25
<i>DAVE LODEN CONSTRUCT - Total For Water Revenue and Transfers</i>			<i>\$4,994.25</i>
DAVE LODEN CONSTRUCT - ALL DEPARTMENTS			\$4,994.25

DECKER AUTO GLASS, I

DECKER AUTO GLASS, I	Fleet Maintenance Fund	70735 REPLACE WINDSHIELDS, PITTED	\$363.16
DECKER AUTO GLASS, I	Fleet Maintenance Fund	660251 REPL WINDSHIELD INS CLAIM NO. 2020	\$510.36
DECKER AUTO GLASS, I	Fleet Maintenance Fund	auto glass labo	\$310.00
DECKER AUTO GLASS, I	Fleet Maintenance Fund	Windshield	\$360.29
DECKER AUTO GLASS, I	Fleet Maintenance Fund	WINDSHEILD REPAIR	\$360.29
DECKER AUTO GLASS, I	Fleet Maintenance Fund	101257 INS CLAIM NO	\$510.36
DECKER AUTO GLASS, I	Fleet Maintenance Fund	101203 INS CLAIM NO. 2020040	\$310.01
<i>DECKER AUTO GLASS, I - Total For Fleet Maintenance Fund</i>			<i>\$2,724.47</i>
DECKER AUTO GLASS, I - ALL DEPARTMENTS			\$2,724.47

DIAMOND VOGEL PAINTS

DIAMOND VOGEL PAINTS	Buildings & Structures Fund	primer white	\$33.58
<i>DIAMOND VOGEL PAINTS - Total For Buildings & Structures Fund</i>			<i>\$33.58</i>
DIAMOND VOGEL PAINTS	Water Distribution	Paint	\$35.84

<i>DIAMOND VOGEL PAINTS - Total For Water Distribution</i>			\$35.84
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DIAMOND VOGEL PAINTS - ALL DEPARTMENTS			\$69.42
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DOOLEY OIL, INC.

DOOLEY OIL, INC.	Balefill - Disposal & Landfill	FUEL FOR LANDFILL	\$10,615.15
DOOLEY OIL, INC.	Balefill - Disposal & Landfill	FUEL FOR LANDFILL	\$14,653.29
DOOLEY OIL, INC.	Balefill - Disposal & Landfill	FUEL FOR LANDFILL	\$14,731.72
DOOLEY OIL, INC.	Balefill - Disposal & Landfill	FUEL FOR LANDFILL	\$15,148.29

<i>DOOLEY OIL, INC. - Total For Balefill - Disposal & Landfill</i>			\$55,148.45
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DOOLEY OIL, INC.	Refuse - Residential	Keg of Grease	\$199.08
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<i>DOOLEY OIL, INC. - Total For Refuse - Residential</i>			\$199.08
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DOOLEY OIL, INC. - ALL DEPARTMENTS			\$55,347.53
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DOORWAYS OF WYOMING

DOORWAYS OF WYOMING	Buildings & Structures Fund	Replacement doors for Golf Course Clubhouse	\$1,235.00
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<i>DOORWAYS OF WYOMING - Total For Buildings & Structures Fund</i>			\$1,235.00
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DOORWAYS OF WYOMING - ALL DEPARTMENTS			\$1,235.00
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DPC INDUSTRIES, INC.

DPC INDUSTRIES, INC.	Regional Water Operations	Sodium Hypohlorite 11/9/20	\$6,875.61
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<i>DPC INDUSTRIES, INC. - Total For Regional Water Operations</i>			\$6,875.61
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DPC INDUSTRIES, INC. - ALL DEPARTMENTS			\$6,875.61
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E&F HOLDING CO.

E&F HOLDING CO.	Fleet Maintenance Fund	141489 TOW TO SHOP	\$350.00
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<i>E&F HOLDING CO. - Total For Fleet Maintenance Fund</i>			\$350.00
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E&F HOLDING CO. - ALL DEPARTMENTS			\$350.00
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EATON SALES & SVC.,

EATON SALES & SVC.,	Fleet Maintenance Fund	RE-CALIBRATE PUMPS & VEEDER ROOT TIME SE	\$667.70
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<i>EATON SALES & SVC., - Total For Fleet Maintenance Fund</i>			\$667.70
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EATON SALES & SVC., - ALL DEPARTMENTS \$667.70

EB 2020 WY RURAL FIR

EB 2020 WY RURAL FIR Fire-EMS Training Wyoming Rural Firefighters Association - 2020 A \$100.00

EB 2020 WY RURAL FIR - Total For Fire-EMS Training \$100.00

EB 2020 WY RURAL FIR - ALL DEPARTMENTS \$100.00

ECONOLITE CONTROL PR

ECONOLITE CONTROL PR Traffic Control Renewal \$8,415.00

ECONOLITE CONTROL PR - Total For Traffic Control \$8,415.00

ECONOLITE CONTROL PR - ALL DEPARTMENTS \$8,415.00

EMPLOYEE REIMBURSEME

EMPLOYEE REIMBURSEME Engineering Renewal App \$90.00

EMPLOYEE REIMBURSEME - Total For Engineering \$90.00

EMPLOYEE REIMBURSEME Parks - Parks Maint. Clothing \$44.07

EMPLOYEE REIMBURSEME - Total For Parks - Parks Maint. \$44.07

EMPLOYEE REIMBURSEME - ALL DEPARTMENTS \$134.07

ENERGY LABORATORIES

ENERGY LABORATORIES Hogadon - Operations TESTING LABORATORIES (NON-MEDICAL) \$22.00

ENERGY LABORATORIES - Total For Hogadon - Operations \$22.00

ENERGY LABORATORIES Regional Water Operations Lab Test well mix \$57.00

ENERGY LABORATORIES Regional Water Operations Lab Test TAS \$231.00

ENERGY LABORATORIES Regional Water Operations Lab Test TAS \$231.00

ENERGY LABORATORIES Regional Water Operations Lab Test BCT \$22.00

ENERGY LABORATORIES Regional Water Operations Lab Test TAS \$231.00

ENERGY LABORATORIES - Total For Regional Water Operations \$772.00

ENERGY LABORATORIES WWTP Operations TESTING LABORATORIES (NON-MEDICAL) \$52.00

ENERGY LABORATORIES WWTP Operations TESTING LABORATORIES (NON-MEDICAL) \$27.00

ENERGY LABORATORIES WWTP Operations Lab testing \$104.00

ENERGY LABORATORIES - Total For WWTP Operations \$183.00

ENERGY LABORATORIES - ALL DEPARTMENTS

\$977.00

ENERGY LABRATORIES I

ENERGY LABRATORIES I	Water Tanks	ANALYSIS PARAMETER	\$84.00
ENERGY LABRATORIES I	Water Tanks	ANALYSIS PARAMETER	\$42.00
ENERGY LABRATORIES I	Water Tanks	ANALYSIS PARAMETER	\$84.00
ENERGY LABRATORIES I	Water Tanks	Analysis parameter	\$126.00
ENERGY LABRATORIES I	Water Tanks	Testing	\$42.00
ENERGY LABRATORIES I	Water Tanks	Analysis Parameter	\$42.00

ENERGY LABRATORIES I - Total For Water Tanks \$420.00

ENERGY LABRATORIES I - ALL DEPARTMENTS

\$420.00

ENVIRONMENTAL EXPRES

ENVIRONMENTAL EXPRES	WWTP Operations	LAB supplies	\$189.48
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ENVIRONMENTAL EXPRES - Total For WWTP Operations \$189.48

ENVIRONMENTAL EXPRES - ALL DEPARTMENTS

\$189.48

ENVIRONMENTAL SYSTEM

ENVIRONMENTAL SYSTEM	Metropolitan Planning Org	ESRI ANNUAL AGREEMENT	\$58,500.00
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ENVIRONMENTAL SYSTEM - Total For Metropolitan Planning Org \$58,500.00

ENVIRONMENTAL SYSTEM - ALL DEPARTMENTS

\$58,500.00

EUROFINS EATON ANALY

EUROFINS EATON ANALY	Regional Water Operations	Lab Test Bromate	\$100.00
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EUROFINS EATON ANALY - Total For Regional Water Operations \$100.00

EUROFINS EATON ANALY - ALL DEPARTMENTS

\$100.00

EXXONMOBIL

EXXONMOBIL	Fire-EMS Operations	Good 2 Go - Fuel	\$29.48
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EXXONMOBIL	Fire-EMS Operations	Good 2 Go - Fuel	\$44.79
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EXXONMOBIL - Total For Fire-EMS Operations \$74.27

EXXONMOBIL - ALL DEPARTMENTS

\$74.27

FACEBK MJL2YXAYJ2

FACEBK MJL2YXAYJ2	Police Administration	recruitment ad	\$45.74
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<i>FACEBK MJL2YXAYJ2 - Total For Police Administration</i>			\$45.74
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FACEBK MJL2YXAYJ2 - ALL DEPARTMENTS

\$45.74

FARMER BROTHERS CO

FARMER BROTHERS CO	Balefill - Disposal & Landfill	Supplies	\$460.82
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<i>FARMER BROTHERS CO - Total For Balefill - Disposal & Landfill</i>			\$460.82
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FARMER BROTHERS CO - ALL DEPARTMENTS

\$460.82

FARMER BROTHERS COFF

FARMER BROTHERS COFF	Ice Arena - Concessions	Coffee - Concessions	\$278.77
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<i>FARMER BROTHERS COFF - Total For Ice Arena - Concessions</i>			\$278.77
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FARMER BROTHERS COFF - ALL DEPARTMENTS

\$278.77

FEDEX 398377930596

FEDEX 398377930596	Risk Management	CARES Act document delivery to Cheyenne	\$32.42
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<i>FEDEX 398377930596 - Total For Risk Management</i>			\$32.42
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FEDEX 398377930596 - ALL DEPARTMENTS

\$32.42

FEDEX 398995516781

FEDEX 398995516781	Risk Management	CARES Act document delivery to Cheyenne	\$31.55
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<i>FEDEX 398995516781 - Total For Risk Management</i>			\$31.55
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FEDEX 398995516781 - ALL DEPARTMENTS

\$31.55

FEDEX 96622518

FEDEX 96622518	Water Administration	Shipping Fees - HDR Water Rights Contract	\$29.37
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<i>FEDEX 96622518 - Total For Water Administration</i>			\$29.37
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FEDEX 96622518 - ALL DEPARTMENTS \$29.37

FERGUSON ENTERPRISES

FERGUSON ENTERPRISES Sewer Stormwater Piping \$107.94

FERGUSON ENTERPRISES - Total For Sewer Stormwater \$107.94

FERGUSON ENTERPRISES Water Distribution Water trailer valves \$140.37

FERGUSON ENTERPRISES - Total For Water Distribution \$140.37

FERGUSON ENTERPRISES WWTP Operations Flanged tee \$379.25

FERGUSON ENTERPRISES WWTP Operations Flange \$847.30

FERGUSON ENTERPRISES WWTP Operations PLUMBING & HEATING EQUIPMENT \$25.75

FERGUSON ENTERPRISES - Total For WWTP Operations \$1,252.30

FERGUSON ENTERPRISES - ALL DEPARTMENTS \$1,500.61

FIRE PROTECTION PUB

FIRE PROTECTION PUB Fire-EMS Operations Books for Fire Station 2 \$75.00

FIRE PROTECTION PUB Fire-EMS Operations Books for Station 3 \$75.00

FIRE PROTECTION PUB - Total For Fire-EMS Operations \$150.00

FIRE PROTECTION PUB - ALL DEPARTMENTS \$150.00

FIRST DATA MERCHANT

FIRST DATA MERCHANT Cemetery SEPT 2020 FEE \$19.95

FIRST DATA MERCHANT - Total For Cemetery \$19.95

FIRST DATA MERCHANT - ALL DEPARTMENTS \$19.95

FIRST INTERSTATE BAN

FIRST INTERSTATE BAN Customer Service Service Charges 7/2020 \$2,390.32

FIRST INTERSTATE BAN Customer Service Deposit Tickets \$59.55

FIRST INTERSTATE BAN Customer Service Service Charges June 2020 \$2,382.82

FIRST INTERSTATE BAN - Total For Customer Service \$4,832.69

FIRST INTERSTATE BAN Finance Service Charges 7/2020 \$907.07

FIRST INTERSTATE BAN Finance Service Charges June 2020 \$633.17

FIRST INTERSTATE BAN Finance Service charges 08/2020 \$3,012.92

FIRST INTERSTATE BAN - Total For Finance \$4,553.16

FIRST INTERSTATE BAN	Human Resources	billing invoice for cards ordered 11/19/20	\$434.00
<i>FIRST INTERSTATE BAN - Total For Human Resources</i>			<i>\$434.00</i>
FIRST INTERSTATE BAN - ALL DEPARTMENTS			\$9,819.85

FIVE GUYS BURGERS

FIVE GUYS BURGERS	Police Administration	meal during PD testing	\$56.33
<i>FIVE GUYS BURGERS - Total For Police Administration</i>			<i>\$56.33</i>
FIVE GUYS BURGERS - ALL DEPARTMENTS			\$56.33

FIVE GUYS WY

FIVE GUYS WY	Police Administration	meal during PD testing	\$12.88
<i>FIVE GUYS WY - Total For Police Administration</i>			<i>\$12.88</i>
FIVE GUYS WY - ALL DEPARTMENTS			\$12.88

FORT CASPAR MUSEUM A

FORT CASPAR MUSEUM A	Ft. Caspar Museum	Ghost tours at Ft. Caspar	\$1,047.00
<i>FORT CASPAR MUSEUM A - Total For Ft. Caspar Museum</i>			<i>\$1,047.00</i>
FORT CASPAR MUSEUM A - ALL DEPARTMENTS			\$1,047.00

G-C BUILDING SUPPLY

G-C BUILDING SUPPLY	Balefill - Disposal & Landfill	Repairs	\$650.68
<i>G-C BUILDING SUPPLY - Total For Balefill - Disposal & Landfill</i>			<i>\$650.68</i>
G-C BUILDING SUPPLY - ALL DEPARTMENTS			\$650.68

GEOSYNTEC CONSULTANT

GEOSYNTEC CONSULTANT	Balefill - Disposal & Landfill	Gems S028998-CRL Monitoring &	\$1,583.67
<i>GEOSYNTEC CONSULTANT - Total For Balefill - Disposal & Landfill</i>			<i>\$1,583.67</i>
GEOSYNTEC CONSULTANT - ALL DEPARTMENTS			\$1,583.67

GLOBAL PACKAGING SOL

GLOBAL PACKAGING SOL	Balefill - Baler Processing	Green Woven 46"W x 42"G x 90"L Bale Bags	\$50,781.60
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<i>GLOBAL PACKAGING SOL - Total For Balefill - Baler Processing</i>	\$50,781.60
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GLOBAL PACKAGING SOL - ALL DEPARTMENTS	\$50,781.60
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GLOVERSAVER

GLOVERSAVER	City Council	COVID PPE1 nitrile gloves	\$1,510.32
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<i>GLOVERSAVER - Total For City Council</i>	<i>\$1,510.32</i>
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GLOVERSAVER - ALL DEPARTMENTS	\$1,510.32
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GOLDER ASSOCIATES

GOLDER ASSOCIATES	Capital Projects Fund	Contamination monitoring for 1	\$2,433.38
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<i>GOLDER ASSOCIATES - Total For Capital Projects Fund</i>	<i>\$2,433.38</i>
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GOLDER ASSOCIATES - ALL DEPARTMENTS	\$2,433.38
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GORDONS WINDOWS AND

GORDONS WINDOWS AND	Capital Projects Fund	Remove and replace three doors at the training	\$1,762.00
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<i>GORDONS WINDOWS AND - Total For Capital Projects Fund</i>	<i>\$1,762.00</i>
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GORDONS WINDOWS AND - ALL DEPARTMENTS	\$1,762.00
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GRAINGER, INC.

GRAINGER, INC.	Buildings & Structures Fund	Light bulbs for Fire Station 1	\$12.24
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<i>GRAINGER, INC. - Total For Buildings & Structures Fund</i>	<i>\$12.24</i>
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GRAINGER, INC.	Golf - Operations	6 - Class J, AJT series 12 Amp fuses for Pumpstat	\$137.40
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<i>GRAINGER, INC. - Total For Golf - Operations</i>	<i>\$137.40</i>
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GRAINGER, INC.	Parks - Parks Maint.	Fuses for lights	\$27.89
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<i>GRAINGER, INC. - Total For Parks - Parks Maint.</i>	<i>\$27.89</i>
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GRAINGER, INC.	Water Distribution	HYDRANT O-RINGS	\$53.40
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<i>GRAINGER, INC. - Total For Water Distribution</i>	<i>\$53.40</i>
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GRAINGER, INC.	Water Meters	PAINT BOOTH FILTERS	\$85.26
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<i>GRAINGER, INC. - Total For Water Meters</i>	<i>\$85.26</i>
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GRAINGER, INC. - ALL DEPARTMENTS	\$316.19
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HACH CO., CORP.

HACH CO., CORP.	Regional Water Operations	Laboratory Supplies	\$2,093.63
<i>HACH CO., CORP. - Total For Regional Water Operations</i>			<i>\$2,093.63</i>
HACH CO., CORP. - ALL DEPARTMENTS			\$2,093.63

HARBOR FREIGHT TOOLS

HARBOR FREIGHT TOOLS	Refuse - Residential	SUPPLIES FOR DRAWER ORGANIZING OF FASTEN	\$33.94
<i>HARBOR FREIGHT TOOLS - Total For Refuse - Residential</i>			<i>\$33.94</i>
HARBOR FREIGHT TOOLS	Regional Water Operations	Tools	\$12.28
<i>HARBOR FREIGHT TOOLS - Total For Regional Water Operations</i>			<i>\$12.28</i>
HARBOR FREIGHT TOOLS	Water Distribution	TRANSFER PUMPS FOR HYDRANTS	\$125.96
<i>HARBOR FREIGHT TOOLS - Total For Water Distribution</i>			<i>\$125.96</i>
HARBOR FREIGHT TOOLS - ALL DEPARTMENTS			\$172.18

HDR ENGINEERING, INC

HDR ENGINEERING, INC	Water Distribution	Risk and Resilience Assessment	\$24,674.25
<i>HDR ENGINEERING, INC - Total For Water Distribution</i>			<i>\$24,674.25</i>
HDR ENGINEERING, INC	Water Tanks	water rights & supply analysis & support	\$2,591.25
<i>HDR ENGINEERING, INC - Total For Water Tanks</i>			<i>\$2,591.25</i>
HDR ENGINEERING, INC - ALL DEPARTMENTS			\$27,265.50

HIGHLANDER SKI LIFT

HIGHLANDER SKI LIFT	Capital Projects Fund	Hogadon Bullwheel Service	\$67,780.00
<i>HIGHLANDER SKI LIFT - Total For Capital Projects Fund</i>			<i>\$67,780.00</i>
HIGHLANDER SKI LIFT - ALL DEPARTMENTS			\$67,780.00

HOMAX OIL SALES INC

HOMAX OIL SALES INC	WWTP Operations	Kerosene	\$164.18
<i>HOMAX OIL SALES INC - Total For WWTP Operations</i>			<i>\$164.18</i>
HOMAX OIL SALES INC - ALL DEPARTMENTS			\$164.18

HOMAX OIL SALES, INC

HOMAX OIL SALES, INC	Golf - Operations	GAS-FUEL	\$1,943.91
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<i>HOMAX OIL SALES, INC - Total For Golf - Operations</i>			\$1,943.91
HOMAX OIL SALES, INC	Refuse - Residential	Keg of Grease	\$273.96
<i>HOMAX OIL SALES, INC - Total For Refuse - Residential</i>			\$273.96
HOMAX OIL SALES, INC - ALL DEPARTMENTS			\$2,217.87

HORIZON CABLE SERVIC

HORIZON CABLE SERVIC	Refuse - Commercial	Cable	\$476.39
<i>HORIZON CABLE SERVIC - Total For Refuse - Commercial</i>			\$476.39
HORIZON CABLE SERVIC - ALL DEPARTMENTS			\$476.39

INDUSTRIAL AUTOMATIO

INDUSTRIAL AUTOMATIO	WWTP Operations	Input card	\$1,295.00
<i>INDUSTRIAL AUTOMATIO - Total For WWTP Operations</i>			\$1,295.00
INDUSTRIAL AUTOMATIO - ALL DEPARTMENTS			\$1,295.00

INGRAM BOOK COMPANY

INGRAM BOOK COMPANY	General Fund Revenue	Books for resale in museum store	\$83.31
INGRAM BOOK COMPANY	General Fund Revenue	Books for resale in museum store	\$55.08
INGRAM BOOK COMPANY	General Fund Revenue	Books for resale in museum store	\$34.77
<i>INGRAM BOOK COMPANY - Total For General Fund Revenue</i>			\$173.16
INGRAM BOOK COMPANY - ALL DEPARTMENTS			\$173.16

INSTACART

INSTACART	Balefill - Disposal & Landfill	SAMS CLUB SCALEHOUSE, BALER, ETC	\$9.24
INSTACART	Balefill - Disposal & Landfill	SAMS CLUB	\$75.00
<i>INSTACART - Total For Balefill - Disposal & Landfill</i>			\$84.24
INSTACART	Refuse - Residential	SAMS CLUB SCALEHOUSE, BALER, ETC	\$46.98
<i>INSTACART - Total For Refuse - Residential</i>			\$46.98
INSTACART - ALL DEPARTMENTS			\$131.22

INSTALLATION & SVC.

INSTALLATION & SVC.	Golf - Operations	Fire Service Installation 19th	\$14,510.00
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<i>INSTALLATION & SVC. - Total For Golf - Operations</i>			<i>\$14,510.00</i>
INSTALLATION & SVC. - ALL DEPARTMENTS			\$14,510.00

INTERNATION

INTERNATION	City Manager	ICMA Membership JCN	\$1,400.00
<i>INTERNATION - Total For City Manager</i>			<i>\$1,400.00</i>
INTERNATION - ALL DEPARTMENTS			\$1,400.00

INTERSTATE ALL BATTE

INTERSTATE ALL BATTE	Ice Arena - Operations	Olympia Ice Resurfacer Battery	\$115.95
<i>INTERSTATE ALL BATTE - Total For Ice Arena - Operations</i>			<i>\$115.95</i>
INTERSTATE ALL BATTE - ALL DEPARTMENTS			\$115.95

INTUIT, INC.

INTUIT, INC.	Balefill - Disposal & Landfill	SCALEHOUSE CONFERENCE ROOM CARPET	\$1,238.50
<i>INTUIT, INC. - Total For Balefill - Disposal & Landfill</i>			<i>\$1,238.50</i>
INTUIT, INC.	Balefill - Diversion & Special	SPRAY BUFF VCT IN SPEC WASTE BREAK ROOM	\$63.40
<i>INTUIT, INC. - Total For Balefill - Diversion & Special</i>			<i>\$63.40</i>
INTUIT, INC.	Public Safety Communication	pssc cleaning for august	\$100.00
INTUIT, INC.	Public Safety Communication	PSCC Cleaning for July	\$100.00
INTUIT, INC.	Public Safety Communication	janitorial services for september	\$125.00
<i>INTUIT, INC. - Total For Public Safety Communications</i>			<i>\$325.00</i>
INTUIT, INC.	Refuse - Recycling	CLEANING AND MAINTENANCE, JANITORIAL SER	\$350.00
<i>INTUIT, INC. - Total For Refuse - Recycling</i>			<i>\$350.00</i>
INTUIT, INC. - ALL DEPARTMENTS			\$1,976.90

ITC ELECTRICAL TECHN

ITC ELECTRICAL TECHN	WWTP Operations	Gems S028573 - WWTP Emergency	100,458.50
<i>ITC ELECTRICAL TECHN - Total For WWTP Operations</i>			<i>\$100,458.50</i>
ITC ELECTRICAL TECHN - ALL DEPARTMENTS			\$100,458.50

JACK'S TRUCK & EQUIP

JACK'S TRUCK & EQUIP	Fleet Maintenance Fund	222301 INSTALL BACK UP ALARM	\$529.34
<i>JACK'S TRUCK & EQUIP - Total For Fleet Maintenance Fund</i>			<i>\$529.34</i>
JACK'S TRUCK & EQUIP - ALL DEPARTMENTS			\$529.34

JDC INVESTIGATIONS L

JDC INVESTIGATIONS L	Fire-EMS Training	BACKGROUND NEW HIRE	\$500.00
JDC INVESTIGATIONS L	Fire-EMS Training	BACKGROUND CHECK	\$500.00
JDC INVESTIGATIONS L	Fire-EMS Training	BACKGROUND NEW HIRE	\$500.00
JDC INVESTIGATIONS L	Fire-EMS Training	Background check	\$500.00
<i>JDC INVESTIGATIONS L - Total For Fire-EMS Training</i>			<i>\$2,000.00</i>
JDC INVESTIGATIONS L - ALL DEPARTMENTS			\$2,000.00

JERSEY MIKES

JERSEY MIKES	Code Enforcement	FAST FOOD RESTAURANTS - Lunch for Code Enf	\$142.98
<i>JERSEY MIKES - Total For Code Enforcement</i>			<i>\$142.98</i>
JERSEY MIKES - ALL DEPARTMENTS			\$142.98

JOHNNY APPLESEED, IN

JOHNNY APPLESEED, IN	Balefill - Diversion & Special	PARTS AND REPAIRS	\$1,664.00
JOHNNY APPLESEED, IN	Balefill - Diversion & Special	FERTILIZER	\$1,863.00
JOHNNY APPLESEED, IN	Balefill - Diversion & Special	REPLACEMENT TREES	\$1,972.52
JOHNNY APPLESEED, IN	Balefill - Diversion & Special	MULCH THE TREES	\$1,700.00
JOHNNY APPLESEED, IN	Balefill - Diversion & Special	WINTERIZATION	\$125.00
<i>JOHNNY APPLESEED, IN - Total For Balefill - Diversion & Special</i>			<i>\$7,324.52</i>
JOHNNY APPLESEED, IN - ALL DEPARTMENTS			\$7,324.52

JONES & BARTLETT LEA

JONES & BARTLETT LEA	Hogadon - Operations	NSAA OEC Manuals	\$187.42
<i>JONES & BARTLETT LEA - Total For Hogadon - Operations</i>			<i>\$187.42</i>
JONES & BARTLETT LEA - ALL DEPARTMENTS			\$187.42

JOURNAL TECHNOLOGIES

JOURNAL TECHNOLOGIES	Municipal Court	Justware	\$6,963.77
<i>JOURNAL TECHNOLOGIES - Total For Municipal Court</i>			<i>\$6,963.77</i>
JOURNAL TECHNOLOGIES - ALL DEPARTMENTS			\$6,963.77

KELLY`S ALIGNMENT

KELLY`S ALIGNMENT	Fleet Maintenance Fund	101234 ALIGNMENT	\$105.00
KELLY`S ALIGNMENT	Fleet Maintenance Fund	101253 ALIGNMENT	\$105.00
KELLY`S ALIGNMENT	Fleet Maintenance Fund	101257 ALIGNMENT	\$105.00
KELLY`S ALIGNMENT	Fleet Maintenance Fund	101260 ALIGNMENT	\$65.00
KELLY`S ALIGNMENT	Fleet Maintenance Fund	101218 ALIGNMENT	\$105.00
<i>KELLY`S ALIGNMENT - Total For Fleet Maintenance Fund</i>			<i>\$485.00</i>
KELLY`S ALIGNMENT - ALL DEPARTMENTS			\$485.00

KEYHOLE TECHNOLOGIES

KEYHOLE TECHNOLOGIES	Capital Projects Fund	Contract Withholding: 20300434	\$5,498.50
<i>KEYHOLE TECHNOLOGIES - Total For Capital Projects Fund</i>			<i>\$5,498.50</i>
KEYHOLE TECHNOLOGIES - ALL DEPARTMENTS			\$5,498.50

KNIFE RIVER/JTL

KNIFE RIVER/JTL	Refuse - Recycling	short load fee - city landfill	\$225.15
KNIFE RIVER/JTL	Refuse - Recycling	SHORT LOAD FEE FUEL SURCHARGE	\$225.15
<i>KNIFE RIVER/JTL - Total For Refuse - Recycling</i>			<i>\$450.30</i>
KNIFE RIVER/JTL	Streets	1/2" plant mix	\$120.64
KNIFE RIVER/JTL	Streets	3/8 plant mix	\$271.32
<i>KNIFE RIVER/JTL - Total For Streets</i>			<i>\$391.96</i>
KNIFE RIVER/JTL - ALL DEPARTMENTS			\$842.26

LAW OFFICE OF HAMPTO

LAW OFFICE OF HAMPTO	City Manager	public defender	\$1,548.33
LAW OFFICE OF HAMPTO	City Manager	public defender	\$2,200.00
<i>LAW OFFICE OF HAMPTO - Total For City Manager</i>			<i>\$3,748.33</i>
LAW OFFICE OF HAMPTO - ALL DEPARTMENTS			\$3,748.33

LISA'S SPIC N SPAN

LISA'S SPIC N SPAN	Balefill - Baler Processing	Cleaning services	\$45.00
<i>LISA'S SPIC N SPAN - Total For Balefill - Baler Processing</i>			<i>\$45.00</i>
LISA'S SPIC N SPAN	Balefill - Disposal & Landfill	Cleaning Services	\$45.00
<i>LISA'S SPIC N SPAN - Total For Balefill - Disposal & Landfill</i>			<i>\$45.00</i>
LISA'S SPIC N SPAN	Refuse - Recycling	Cleaning Services	\$60.00
<i>LISA'S SPIC N SPAN - Total For Refuse - Recycling</i>			<i>\$60.00</i>
LISA'S SPIC N SPAN	Social Community Services	OPS3-Weekly COVID disinfection/janitorial clea	\$395.00
LISA'S SPIC N SPAN	Social Community Services	OPS3-Weekly COVID disinfection/janitorial clea	\$395.00
<i>LISA'S SPIC N SPAN - Total For Social Community Services</i>			<i>\$790.00</i>
LISA'S SPIC N SPAN - ALL DEPARTMENTS			\$940.00

LOAF N JUG #0103

LOAF N JUG #0103	Fire-EMS Operations	Fuel	\$42.34
<i>LOAF N JUG #0103 - Total For Fire-EMS Operations</i>			<i>\$42.34</i>
LOAF N JUG #0103 - ALL DEPARTMENTS			\$42.34

LONG BUILDING TECHNO

LONG BUILDING TECHNO	Balefill - Diversion & Special	Services	\$295.00
<i>LONG BUILDING TECHNO - Total For Balefill - Diversion & Special</i>			<i>\$295.00</i>
LONG BUILDING TECHNO - ALL DEPARTMENTS			\$295.00

LOUS GLOVES

LOUS GLOVES	WWTP Operations	Lab gloves	\$864.00
<i>LOUS GLOVES - Total For WWTP Operations</i>			<i>\$864.00</i>
LOUS GLOVES - ALL DEPARTMENTS			\$864.00

LUBRICATION ENGINEER

LUBRICATION ENGINEER	WWTP Operations	Lubricant	\$294.99
<i>LUBRICATION ENGINEER - Total For WWTP Operations</i>			<i>\$294.99</i>
LUBRICATION ENGINEER - ALL DEPARTMENTS			\$294.99

MAD TRANSPORT&TOWING

MAD TRANSPORT&TOWING	Fleet Maintenance Fund	230093 TOW TO CITY GARAGE	\$125.00
<i>MAD TRANSPORT&TOWING - Total For Fleet Maintenance Fund</i>			<i>\$125.00</i>
MAD TRANSPORT&TOWING - ALL DEPARTMENTS			\$125.00

MCMASTER-CARR

MCMASTER-CARR	WWTP Operations	Threaded pipe	\$164.94
<i>MCMASTER-CARR - Total For WWTP Operations</i>			<i>\$164.94</i>
MCMASTER-CARR - ALL DEPARTMENTS			\$164.94

MENARDS CASPER WY

MENARDS CASPER WY	City Council	PPE 3 Sneeze Guards for Dispatch	\$291.66
<i>MENARDS CASPER WY - Total For City Council</i>			<i>\$291.66</i>
MENARDS CASPER WY	Fire-EMS Operations	Station supplies	\$28.14
<i>MENARDS CASPER WY - Total For Fire-EMS Operations</i>			<i>\$28.14</i>
MENARDS CASPER WY	Parks - Parks Maint.	Heater for well shed at Fort Casper	\$39.97
<i>MENARDS CASPER WY - Total For Parks - Parks Maint.</i>			<i>\$39.97</i>
MENARDS CASPER WY	Parks - Urban Forestry	Hatchet for frill cutting trees	\$14.99
<i>MENARDS CASPER WY - Total For Parks - Urban Forestry</i>			<i>\$14.99</i>
MENARDS CASPER WY	Traffic Control	Outlets for Christmas lights on decorative poles	\$90.46
<i>MENARDS CASPER WY - Total For Traffic Control</i>			<i>\$90.46</i>
MENARDS CASPER WY - ALL DEPARTMENTS			\$465.22

MIDLAND SCIENTIFIC I

MIDLAND SCIENTIFIC I	WWTP Operations	LAB Supplies	\$485.83
MIDLAND SCIENTIFIC I	WWTP Operations	Lab supplies	\$402.86
MIDLAND SCIENTIFIC I	WWTP Operations	Lab supplies	\$332.06
MIDLAND SCIENTIFIC I	WWTP Operations	Lab supplies	\$46.74
<i>MIDLAND SCIENTIFIC I - Total For WWTP Operations</i>			<i>\$1,267.49</i>
MIDLAND SCIENTIFIC I - ALL DEPARTMENTS			\$1,267.49

MOTION AND FLOW CONT

MOTION AND FLOW CONT	Balefill - Baler Processing	Parker Bushing	\$17.33
MOTION AND FLOW CONT	Balefill - Baler Processing	PARKER BUSHING	\$17.33
<i>MOTION AND FLOW CONT - Total For Balefill - Baler Processing</i>			\$34.66
MOTION AND FLOW CONT - ALL DEPARTMENTS			\$34.66

MOUNTAIN STATES

MOUNTAIN STATES	Balefill - Diversion & Special	Customer Reciepts	\$71.29
<i>MOUNTAIN STATES - Total For Balefill - Diversion & Special</i>			\$71.29
MOUNTAIN STATES	Police Administration	CHRISTMAS CARDS	\$89.73
MOUNTAIN STATES	Police Administration	A-6 ENVELOPE BACK FLAP	\$76.77
<i>MOUNTAIN STATES - Total For Police Administration</i>			\$166.50
MOUNTAIN STATES - ALL DEPARTMENTS			\$237.79

MOUNTAIN STATES LITH

MOUNTAIN STATES LITH	Cemetery	MISCELLANEOUS PUBLISHING & PRINTING FUN	\$255.41
<i>MOUNTAIN STATES LITH - Total For Cemetery</i>			\$255.41
MOUNTAIN STATES LITH - ALL DEPARTMENTS			\$255.41

MOUNTAIN WEST TELEPH

MOUNTAIN WEST TELEPH	Information Services	Enterprise Internet Service	\$2,000.00
<i>MOUNTAIN WEST TELEPH - Total For Information Services</i>			\$2,000.00
MOUNTAIN WEST TELEPH - ALL DEPARTMENTS			\$2,000.00

MPI WAREHOUSE SPECIA

MPI WAREHOUSE SPECIA	Hogadon - Operations	INDUSTRIAL SUPPLIES NOT ESLEWHERE CLASSI	\$739.77
<i>MPI WAREHOUSE SPECIA - Total For Hogadon - Operations</i>			\$739.77
MPI WAREHOUSE SPECIA	RWS - Booster Stations	PILOT VALVE	\$660.37
<i>MPI WAREHOUSE SPECIA - Total For RWS - Booster Stations</i>			\$660.37
MPI WAREHOUSE SPECIA - ALL DEPARTMENTS			\$1,400.14

MUNICIPAL EMERGENCY

MUNICIPAL EMERGENCY	Fire-EMS Operations	Helments	\$399.32
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<i>MUNICIPAL EMERGENCY - Total For Fire-EMS Operations</i>			\$399.32
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MUNICIPAL EMERGENCY - ALL DEPARTMENTS			\$399.32
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MURDOCH'S RANCH&HOME

MURDOCH'S RANCH&HOM	Police Administration	weapon lights	\$299.98
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<i>MURDOCH'S RANCH&HOME - Total For Police Administration</i>			\$299.98
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MURDOCH'S RANCH&HOME - ALL DEPARTMENTS			\$299.98
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NACE INTERNATIONAL

NACE INTERNATIONAL	Water Distribution	Membership dues, B. Lockwood	\$150.00
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<i>NACE INTERNATIONAL - Total For Water Distribution</i>			\$150.00
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NACE INTERNATIONAL - ALL DEPARTMENTS			\$150.00
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NAPA AUTO PARTS CORP

NAPA AUTO PARTS CORP	Water Distribution	Drill belt	\$22.79
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NAPA AUTO PARTS CORP	Water Distribution	RING TERMINAL	\$18.50
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<i>NAPA AUTO PARTS CORP - Total For Water Distribution</i>			\$41.29
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NAPA AUTO PARTS CORP	WWTP Operations	Tire repair	\$13.99
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NAPA AUTO PARTS CORP	WWTP Operations	Safety masks	\$47.76
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<i>NAPA AUTO PARTS CORP - Total For WWTP Operations</i>			\$61.75
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NAPA AUTO PARTS CORP - ALL DEPARTMENTS			\$103.04
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NATARE CORPORATION

NATARE CORPORATION	Capital Projects Fund	Installation of Liner PV & MK	\$18,758.00
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<i>NATARE CORPORATION - Total For Capital Projects Fund</i>			\$18,758.00
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NATARE CORPORATION - ALL DEPARTMENTS			\$18,758.00
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NATE'S FLOWERS

NATE'S FLOWERS	Streets	Floral arrangement for Layne Luckow funeral se	\$105.00
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<i>NATE'S FLOWERS - Total For Streets</i>			\$105.00
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NATE'S FLOWERS - ALL DEPARTMENTS			\$105.00
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NATIONAL SKI PATROL

NATIONAL SKI PATROL	Cemetery	CHARITABLE AND SOCIAL SERVICE ORGANIZATI J	\$108.00
<i>NATIONAL SKI PATROL - Total For Cemetery</i>			<i>\$108.00</i>
NATIONAL SKI PATROL	Parks - Parks Maint.	Registration for OEC class for Jason Slotsve	\$60.00
<i>NATIONAL SKI PATROL - Total For Parks - Parks Maint.</i>			<i>\$60.00</i>
NATIONAL SKI PATROL - ALL DEPARTMENTS			\$168.00

NATRONA COUNTY OFFIC

NATRONA COUNTY OFFIC	Police Administration		\$7,500.00
<i>NATRONA COUNTY OFFIC - Total For Police Administration</i>			<i>\$7,500.00</i>
NATRONA COUNTY OFFIC	Social Community Services	October 2020 Tax Revenues	\$42,750.00
<i>NATRONA COUNTY OFFIC - Total For Social Community Services</i>			<i>\$42,750.00</i>
NATRONA COUNTY OFFIC - ALL DEPARTMENTS			\$50,250.00

NMI NATIONWIDE

NMI NATIONWIDE	Police Administration	notary bond for warne	\$50.00
<i>NMI NATIONWIDE - Total For Police Administration</i>			<i>\$50.00</i>
NMI NATIONWIDE - ALL DEPARTMENTS			\$50.00

NOLAND FEED

NOLAND FEED	Police Administration	canine food	\$82.10
<i>NOLAND FEED - Total For Police Administration</i>			<i>\$82.10</i>
NOLAND FEED - ALL DEPARTMENTS			\$82.10

NORCO, INC.

NORCO, INC.	Fleet Maintenance Fund	OXYGEN REFILL X 2	\$63.12
NORCO, INC.	Fleet Maintenance Fund	CYL RENTAL OCT 2020	\$132.08
NORCO, INC.	Fleet Maintenance Fund	CYL RENTAL MAY 2020	\$126.79
<i>NORCO, INC. - Total For Fleet Maintenance Fund</i>			<i>\$321.99</i>
NORCO, INC.	Hogadon - Operations	LAB/MEDICAL/DENTAL/OPHTHALMIC HOSPITAL	\$11.70
<i>NORCO, INC. - Total For Hogadon - Operations</i>			<i>\$11.70</i>
NORCO, INC.	Refuse - Recycling	PRODUCT	\$661.74

NORCO, INC.	Refuse - Recycling	REPLACEMENT PART FOR FLOOR CLEANER	\$661.74
<i>NORCO, INC. - Total For Refuse - Recycling</i>			<i>\$1,323.48</i>
NORCO, INC. - ALL DEPARTMENTS			\$1,657.17

NORCOSTCO INC

NORCOSTCO INC	Capital Projects Fund	Contract Withholding: 20300460	\$3,272.25
<i>NORCOSTCO INC - Total For Capital Projects Fund</i>			<i>\$3,272.25</i>
NORCOSTCO INC - ALL DEPARTMENTS			\$3,272.25

NORTHERN LIGHTS MANU

NORTHERN LIGHTS MANU	Refuse - Commercial	repairs	\$1,080.00
NORTHERN LIGHTS MANU	Refuse - Commercial	Repairs	\$1,080.00
<i>NORTHERN LIGHTS MANU - Total For Refuse - Commercial</i>			<i>\$2,160.00</i>
NORTHERN LIGHTS MANU	Refuse - Residential	FLAT BED FOR UNIT 222292	\$2,670.00
<i>NORTHERN LIGHTS MANU - Total For Refuse - Residential</i>			<i>\$2,670.00</i>
NORTHERN LIGHTS MANU - ALL DEPARTMENTS			\$4,830.00

NORTHWEST CONTRACTOR

NORTHWEST CONTRACTOR	Balefill - Disposal & Landfill	Service	\$358.00
<i>NORTHWEST CONTRACTOR - Total For Balefill - Disposal & Landfill</i>			<i>\$358.00</i>
NORTHWEST CONTRACTOR	Refuse - Recycling	PRODUCTS	\$79.81
<i>NORTHWEST CONTRACTOR - Total For Refuse - Recycling</i>			<i>\$79.81</i>
NORTHWEST CONTRACTOR	Sewer Wastewater Collection	Marking materials	\$31.28
NORTHWEST CONTRACTOR	Sewer Wastewater Collection	safety supplies	\$32.72
<i>NORTHWEST CONTRACTOR - Total For Sewer Wastewater Collection</i>			<i>\$64.00</i>
NORTHWEST CONTRACTOR	Water Distribution	Pin flags	\$28.44
<i>NORTHWEST CONTRACTOR - Total For Water Distribution</i>			<i>\$28.44</i>
NORTHWEST CONTRACTOR	WWTP Operations	Plumbing parts	\$214.69
<i>NORTHWEST CONTRACTOR - Total For WWTP Operations</i>			<i>\$214.69</i>
NORTHWEST CONTRACTOR - ALL DEPARTMENTS			\$744.94

NSAA

NSAA	Hogadon - Operations	CIVIC, SOCIAL AND FRATERNAL ASSOCIATIONS	\$77.00
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NSAA - Total For Hogadon - Operations \$77.00

NSAA - ALL DEPARTMENTS **\$77.00**

OLSON AUTOBODY & COL

OLSON AUTOBODY & COL Fleet Maintenance Fund Autobody repair \$4,563.85

OLSON AUTOBODY & COL Fleet Maintenance Fund Repairs \$4,563.85

OLSON AUTOBODY & COL - Total For Fleet Maintenance Fund *\$9,127.70*

OLSON AUTOBODY & COL - ALL DEPARTMENTS **\$9,127.70**

ONE CALL OF WY.

ONE CALL OF WY. Sewer Wastewater Collection Tickets for OCT CDC CODE ECC \$254.14

ONE CALL OF WY. - Total For Sewer Wastewater Collection *\$254.14*

ONE CALL OF WY. Water Distribution Tickets for OCT CDC CODE ECC \$310.61

ONE CALL OF WY. - Total For Water Distribution *\$310.61*

ONE CALL OF WY. - ALL DEPARTMENTS **\$564.75**

ORKIN LLC 002

ORKIN LLC 002 Hogadon - Operations Pest Control \$128.97

ORKIN LLC 002 - Total For Hogadon - Operations *\$128.97*

ORKIN LLC 002 - ALL DEPARTMENTS **\$128.97**

PACE ANALYTICAL SERV

PACE ANALYTICAL SERV WWTP Operations TESTING LABORATORIES (NON-MEDICAL) \$215.00

PACE ANALYTICAL SERV - Total For WWTP Operations *\$215.00*

PACE ANALYTICAL SERV - ALL DEPARTMENTS **\$215.00**

PAPA JOHN'S #1393

PAPA JOHN'S #1393 Regional Water Operations JPB Lunch \$97.99

PAPA JOHN'S #1393 - Total For Regional Water Operations *\$97.99*

PAPA JOHN'S #1393 - ALL DEPARTMENTS **\$97.99**

POSTAL PROS, INC.

POSTAL PROS, INC.	City Council	Amendment	\$1,325.00
<i>POSTAL PROS, INC. - Total For City Council</i>			<i>\$1,325.00</i>
POSTAL PROS, INC.	Customer Service	Postage	\$2,785.37
<i>POSTAL PROS, INC. - Total For Customer Service</i>			<i>\$2,785.37</i>
POSTAL PROS, INC. - ALL DEPARTMENTS			\$4,110.37

PRESTIGE FLAG MFG CO

PRESTIGE FLAG MFG CO	Weed & Pest Fund	DURABLE GOODS,NOT ELSEWHERE CLASSIFIED	\$362.42
<i>PRESTIGE FLAG MFG CO - Total For Weed & Pest Fund</i>			<i>\$362.42</i>
PRESTIGE FLAG MFG CO - ALL DEPARTMENTS			\$362.42

QUALITY OFFICE SOLUT

QUALITY OFFICE SOLUT	Engineering	INK	\$195.51
<i>QUALITY OFFICE SOLUT - Total For Engineering</i>			<i>\$195.51</i>
QUALITY OFFICE SOLUT	River Volunteer Events	INK	\$26.07
<i>QUALITY OFFICE SOLUT - Total For River Volunteer Events</i>			<i>\$26.07</i>
QUALITY OFFICE SOLUT	Sewer Administration	INK	\$19.55
<i>QUALITY OFFICE SOLUT - Total For Sewer Administration</i>			<i>\$19.55</i>
QUALITY OFFICE SOLUT	Water Administration	INK	\$19.55
<i>QUALITY OFFICE SOLUT - Total For Water Administration</i>			<i>\$19.55</i>
QUALITY OFFICE SOLUT	WWTP Operations	Office Supplies	\$39.92
<i>QUALITY OFFICE SOLUT - Total For WWTP Operations</i>			<i>\$39.92</i>
QUALITY OFFICE SOLUT - ALL DEPARTMENTS			\$300.60

RCH PARKING LOT MAIN

RCH PARKING LOT MAIN	Hogadon - Operations	PAINT	\$750.00
RCH PARKING LOT MAIN	Hogadon - Operations	Paint	\$750.00
<i>RCH PARKING LOT MAIN - Total For Hogadon - Operations</i>			<i>\$1,500.00</i>
RCH PARKING LOT MAIN - ALL DEPARTMENTS			\$1,500.00

REEVES COMPANY INC

REEVES COMPANY INC	Police Administration	nametags	\$81.41
<i>REEVES COMPANY INC - Total For Police Administration</i>			<i>\$81.41</i>
REEVES COMPANY INC - ALL DEPARTMENTS			\$81.41

RELIANT TECHNOLOGY L

RELIANT TECHNOLOGY L	Capital Projects Fund	Storage upgrades DD2500	\$20,000.00
<i>RELIANT TECHNOLOGY L - Total For Capital Projects Fund</i>			<i>\$20,000.00</i>
RELIANT TECHNOLOGY L - ALL DEPARTMENTS			\$20,000.00

RESIDENCE INN WARREN

RESIDENCE INN WARREN	Police Administration	room during pre hire background	\$266.40
<i>RESIDENCE INN WARREN - Total For Police Administration</i>			<i>\$266.40</i>
RESIDENCE INN WARREN - ALL DEPARTMENTS			\$266.40

RESPOND FIRST AID OF

RESPOND FIRST AID OF	WWTP Operations	First aid supplies	\$69.58
<i>RESPOND FIRST AID OF - Total For WWTP Operations</i>			<i>\$69.58</i>
RESPOND FIRST AID OF - ALL DEPARTMENTS			\$69.58

RGP DBA- TRUGREEN

RGP DBA- TRUGREEN	Balefill - Disposal & Landfill	PREPAY NEX SEASON GROUNDS SERVICES	\$1,661.94
<i>RGP DBA- TRUGREEN - Total For Balefill - Disposal & Landfill</i>			<i>\$1,661.94</i>
RGP DBA- TRUGREEN - ALL DEPARTMENTS			\$1,661.94

ROADSAFE 3101

ROADSAFE 3101	Traffic Control	3 boxes of band it sign clamps for sign installs o	\$414.25
<i>ROADSAFE 3101 - Total For Traffic Control</i>			<i>\$414.25</i>
ROADSAFE 3101 - ALL DEPARTMENTS			\$414.25

ROCKY MOUNTAIN POWER

ROCKY MOUNTAIN POWER	Aquatics - Operations	54730761-088 1	\$8,619.13
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<i>ROCKY MOUNTAIN POWER - Total For Aquatics - Operations</i>			\$8,619.13
ROCKY MOUNTAIN POWER	Aquatics - Pool	54730761-112 9	\$1,595.31
<i>ROCKY MOUNTAIN POWER - Total For Aquatics - Pool</i>			\$1,595.31
ROCKY MOUNTAIN POWER	Balefill - Disposal & Landfill	54730761-090 7	\$23,509.22
ROCKY MOUNTAIN POWER	Balefill - Disposal & Landfill	POWER	\$622.31
<i>ROCKY MOUNTAIN POWER - Total For Balefill - Disposal & Landfill</i>			\$24,131.53
ROCKY MOUNTAIN POWER	Buildings & Structures Fund	54730761-089 9	\$225.70
<i>ROCKY MOUNTAIN POWER - Total For Buildings & Structures Fund</i>			\$225.70
ROCKY MOUNTAIN POWER	Capital Projects Fund	Miscellaneous Item	\$2,262.00
<i>ROCKY MOUNTAIN POWER - Total For Capital Projects Fund</i>			\$2,262.00
ROCKY MOUNTAIN POWER	Cemetery	54730761-092 3	\$245.23
<i>ROCKY MOUNTAIN POWER - Total For Cemetery</i>			\$245.23
ROCKY MOUNTAIN POWER	City Center Building	54730761-093 1	\$2,941.90
<i>ROCKY MOUNTAIN POWER - Total For City Center Building</i>			\$2,941.90
ROCKY MOUNTAIN POWER	City Hall	54730761-093 1	\$11,190.88
<i>ROCKY MOUNTAIN POWER - Total For City Hall</i>			\$11,190.88
ROCKY MOUNTAIN POWER	Fire-EMS Administration	54730761-104 6	\$186.90
ROCKY MOUNTAIN POWER	Fire-EMS Administration	60445507-008 5	\$1,570.57
ROCKY MOUNTAIN POWER	Fire-EMS Administration	54730761-097 2	\$7,009.07
ROCKY MOUNTAIN POWER	Fire-EMS Administration	54730761-141 8	\$657.90
<i>ROCKY MOUNTAIN POWER - Total For Fire-EMS Administration</i>			\$9,424.44
ROCKY MOUNTAIN POWER	Fleet Maintenance Fund	54730761-096 4	\$6,261.64
<i>ROCKY MOUNTAIN POWER - Total For Fleet Maintenance Fund</i>			\$6,261.64
ROCKY MOUNTAIN POWER	Ft. Caspar Museum	54730761-098 0	\$613.83
<i>ROCKY MOUNTAIN POWER - Total For Ft. Caspar Museum</i>			\$613.83
ROCKY MOUNTAIN POWER	Golf - Operations	54730761-099 8	\$7,804.90
<i>ROCKY MOUNTAIN POWER - Total For Golf - Operations</i>			\$7,804.90
ROCKY MOUNTAIN POWER	Hogadon - Operations	54730761-100 4	\$4,257.45
ROCKY MOUNTAIN POWER	Hogadon - Operations	54730761-126 9	\$7,118.82
<i>ROCKY MOUNTAIN POWER - Total For Hogadon - Operations</i>			\$11,376.27
ROCKY MOUNTAIN POWER	Ice Arena - Operations	54730761-101 2	\$2,643.76
<i>ROCKY MOUNTAIN POWER - Total For Ice Arena - Operations</i>			\$2,643.76
ROCKY MOUNTAIN POWER	Marathon Building	54730761-093 1	\$2,312.47
<i>ROCKY MOUNTAIN POWER - Total For Marathon Building</i>			\$2,312.47
ROCKY MOUNTAIN POWER	Metro Animal Shelter	54730761-102 0	\$2,310.75
<i>ROCKY MOUNTAIN POWER - Total For Metro Animal Shelter</i>			\$2,310.75

ROCKY MOUNTAIN POWER	Parks - Athletic Maint.	54730761-151 7	\$3,356.11
ROCKY MOUNTAIN POWER	Parks - Athletic Maint.	54730761-131 9	\$8,023.77
<i>ROCKY MOUNTAIN POWER - Total For Parks - Athletic Maint.</i>			<i>\$11,379.88</i>
ROCKY MOUNTAIN POWER	Parks - Special Areas	54730761-115 2	\$59.06
ROCKY MOUNTAIN POWER	Parks - Special Areas	54730761-132 7	\$5,113.13
<i>ROCKY MOUNTAIN POWER - Total For Parks - Special Areas</i>			<i>\$5,172.19</i>
ROCKY MOUNTAIN POWER	Public Safety Communication	54730761-146 7	\$563.57
<i>ROCKY MOUNTAIN POWER - Total For Public Safety Communications</i>			<i>\$563.57</i>
ROCKY MOUNTAIN POWER	Rec Center - Operations	54730761-095 6	\$7,229.23
<i>ROCKY MOUNTAIN POWER - Total For Rec Center - Operations</i>			<i>\$7,229.23</i>
ROCKY MOUNTAIN POWER	Sewer Wastewater Collection	54730761-130 1	\$96.71
ROCKY MOUNTAIN POWER	Sewer Wastewater Collection	54730761-105 3	\$665.20
<i>ROCKY MOUNTAIN POWER - Total For Sewer Wastewater Collection</i>			<i>\$761.91</i>
ROCKY MOUNTAIN POWER	Traffic Control	54730761-106 1	\$95,767.43
ROCKY MOUNTAIN POWER	Traffic Control	54730761-118 6	\$216.73
ROCKY MOUNTAIN POWER	Traffic Control	60445507-010 1	\$169.09
<i>ROCKY MOUNTAIN POWER - Total For Traffic Control</i>			<i>\$96,153.25</i>
ROCKY MOUNTAIN POWER	Water Tanks	54730761-147 5	\$763.03
ROCKY MOUNTAIN POWER	Water Tanks	54730761-002 2	\$2,828.50
ROCKY MOUNTAIN POWER	Water Tanks	54730761-148 3	\$59.32
ROCKY MOUNTAIN POWER	Water Tanks	54730761-107 9	\$47,229.89
ROCKY MOUNTAIN POWER	Water Tanks	54730761-135 0	\$249.13
<i>ROCKY MOUNTAIN POWER - Total For Water Tanks</i>			<i>\$51,129.87</i>
ROCKY MOUNTAIN POWER - ALL DEPARTMENTS			\$266,349.64

RODOLPH BROTHERS INC

RODOLPH BROTHERS INC	Refuse - Recycling	Services	\$791.00
<i>RODOLPH BROTHERS INC - Total For Refuse - Recycling</i>			<i>\$791.00</i>
RODOLPH BROTHERS INC - ALL DEPARTMENTS			\$791.00

Router

Router	Parks - Parks Maint.	Provide/Install/Service Rented	\$74.60
Router	Parks - Parks Maint.	Provide/Install/Service Rented	\$315.88
Router	Parks - Parks Maint.	Provide/Install/Service Rented	\$172.96

Router	Parks - Parks Maint.	Provide/Install/Service Rented	\$882.84
<i>Router - Total For Parks - Parks Maint.</i>			<i>\$1,446.28</i>
Router - ALL DEPARTMENTS			\$1,446.28

SAFETY KLEEN SYSTEMS

SAFETY KLEEN SYSTEMS	Balefill - Diversion & Special	Services	\$255.00
<i>SAFETY KLEEN SYSTEMS - Total For Balefill - Diversion & Special</i>			<i>\$255.00</i>
SAFETY KLEEN SYSTEMS - ALL DEPARTMENTS			\$255.00

SAMS CLUB #6425

SAMS CLUB #6425	City Council	COVID PPE2 sanitizer	\$344.88
<i>SAMS CLUB #6425 - Total For City Council</i>			<i>\$344.88</i>
SAMS CLUB #6425 - ALL DEPARTMENTS			\$344.88

SAMSCLUB #6425

SAMSCLUB #6425	Golf - Operations	Membership Dues for Golf Course account	\$45.00
<i>SAMSCLUB #6425 - Total For Golf - Operations</i>			<i>\$45.00</i>
SAMSCLUB #6425	Ice Arena - Concessions	Water - Concessions	\$10.54
<i>SAMSCLUB #6425 - Total For Ice Arena - Concessions</i>			<i>\$10.54</i>
SAMSCLUB #6425	Ice Arena - Operations	Trash bags and toilet paper	\$90.90
<i>SAMSCLUB #6425 - Total For Ice Arena - Operations</i>			<i>\$90.90</i>
SAMSCLUB #6425	Rec Center - Operations	Bio-Hazard Waste Basket	\$59.98
<i>SAMSCLUB #6425 - Total For Rec Center - Operations</i>			<i>\$59.98</i>
SAMSCLUB #6425	Refuse - Residential	SCALE HOUSE SUPPLIES	\$128.88
<i>SAMSCLUB #6425 - Total For Refuse - Residential</i>			<i>\$128.88</i>
SAMSCLUB #6425 - ALL DEPARTMENTS			\$335.30

SAMSCLUB.COM

SAMSCLUB.COM	Fire-EMS Operations	Station Supplies	\$448.34
<i>SAMSCLUB.COM - Total For Fire-EMS Operations</i>			<i>\$448.34</i>
SAMSCLUB.COM - ALL DEPARTMENTS			\$448.34

SDSU BOOKSTORE

SDSU BOOKSTORE	Parks - Urban Forestry	Tree Book	\$85.00
<i>SDSU BOOKSTORE - Total For Parks - Urban Forestry</i>			<i>\$85.00</i>
SDSU BOOKSTORE - ALL DEPARTMENTS			\$85.00

SELF HELP CENTER, IN

SELF HELP CENTER, IN	Capital Projects Fund	1% #16 Funding Self Help Cente	\$11,027.75
<i>SELF HELP CENTER, IN - Total For Capital Projects Fund</i>			<i>\$11,027.75</i>
SELF HELP CENTER, IN - ALL DEPARTMENTS			\$11,027.75

SHELL OIL 5744417260

SHELL OIL 5744417260	Police Administration	fuel for rental car pre hire	\$20.34
<i>SHELL OIL 5744417260 - Total For Police Administration</i>			<i>\$20.34</i>
SHELL OIL 5744417260 - ALL DEPARTMENTS			\$20.34

SHELL OIL 5744427920

SHELL OIL 5744427920	Fire-EMS Operations	Fuel	\$30.00
SHELL OIL 5744427920	Fire-EMS Operations	Fuel	\$29.41
SHELL OIL 5744427920	Fire-EMS Operations	Fuel	\$27.16
<i>SHELL OIL 5744427920 - Total For Fire-EMS Operations</i>			<i>\$86.57</i>
SHELL OIL 5744427920 - ALL DEPARTMENTS			\$86.57

SHELLY TRUMBULL

SHELLY TRUMBULL	General Fund Revenue	Items for resale	\$129.90
<i>SHELLY TRUMBULL - Total For General Fund Revenue</i>			<i>\$129.90</i>
SHELLY TRUMBULL - ALL DEPARTMENTS			\$129.90

SHERWIN-WILLIAMS COR

SHERWIN-WILLIAMS COR	Balefill - Disposal & Landfill	ACCESSIBLE BEIGE	\$30.79
<i>SHERWIN-WILLIAMS COR - Total For Balefill - Disposal & Landfill</i>			<i>\$30.79</i>
SHERWIN-WILLIAMS COR	Buildings & Structures Fund	Paint	\$20.79

SHERWIN-WILLIAMS COR	Buildings & Structures Fund	paint	\$148.95
<i>SHERWIN-WILLIAMS COR - Total For Buildings & Structures Fund</i>			<i>\$169.74</i>
SHERWIN-WILLIAMS COR - ALL DEPARTMENTS			\$200.53

SHOSHONE DISTRIBUTIN

SHOSHONE DISTRIBUTIN	General Fund Revenue	Items for resale	\$370.00
<i>SHOSHONE DISTRIBUTIN - Total For General Fund Revenue</i>			<i>\$370.00</i>
SHOSHONE DISTRIBUTIN - ALL DEPARTMENTS			\$370.00

SIMPLOT T&H DEN

SIMPLOT T&H DEN	Golf - Operations	New Green cover for 1 park	\$1,795.50
<i>SIMPLOT T&H DEN - Total For Golf - Operations</i>			<i>\$1,795.50</i>
SIMPLOT T&H DEN - ALL DEPARTMENTS			\$1,795.50

SIX ROBBLEES NO

SIX ROBBLEES NO	Water Distribution	DUST CAPS	\$2.90
<i>SIX ROBBLEES NO - Total For Water Distribution</i>			<i>\$2.90</i>
SIX ROBBLEES NO - ALL DEPARTMENTS			\$2.90

SMITHS FOOD #4185

SMITHS FOOD #4185	Regional Water Operations	JPB Lunch	\$9.96
<i>SMITHS FOOD #4185 - Total For Regional Water Operations</i>			<i>\$9.96</i>
SMITHS FOOD #4185 - ALL DEPARTMENTS			\$9.96

SNAP-ONTOOLS CO

SNAP-ONTOOLS CO	Streets	repair of Street Dept. 3/4 inch air impact gun	\$260.00
<i>SNAP-ONTOOLS CO - Total For Streets</i>			<i>\$260.00</i>
SNAP-ONTOOLS CO - ALL DEPARTMENTS			\$260.00

SPECTRUM REACH

SPECTRUM REACH	Golf - Operations	Cable for Clubhouse	\$266.66
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<i>SPECTRUM REACH - Total For Golf - Operations</i>	\$266.66
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SPECTRUM REACH - ALL DEPARTMENTS	\$266.66
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SPORTSMANS WAREHOUSE

SPORTSMANS WAREHOUSE	Fire-EMS Operations	Refund for sales tax	(\$9.60)
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<i>SPORTSMANS WAREHOUSE - Total For Fire-EMS Operations</i>	<i>(\$9.60)</i>
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SPORTSMANS WAREHOUSE - ALL DEPARTMENTS	(\$9.60)
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SQ COWBOY GRAPHICS

SQ COWBOY GRAPHICS	General Fund Revenue	Items for resale in gift shop	\$155.85
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<i>SQ COWBOY GRAPHICS - Total For General Fund Revenue</i>	<i>\$155.85</i>
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SQ COWBOY GRAPHICS - ALL DEPARTMENTS	\$155.85
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SQ EILEEN'S COLOSSA

SQ EILEEN'S COLOSSA	Human Resources	1/2 dozen cookies for CWC	\$2.90
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<i>SQ EILEEN'S COLOSSA - Total For Human Resources</i>	<i>\$2.90</i>
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SQ EILEEN'S COLOSSA - ALL DEPARTMENTS	\$2.90
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SQ PEDEN'S INC.

SQ PEDEN'S INC.	Police Administration	name plates	\$18.00
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<i>SQ PEDEN'S INC. - Total For Police Administration</i>	<i>\$18.00</i>
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SQ PEDEN'S INC.	River Volunteer Events	River Revival Volunteer Day t-shirts	\$163.50
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<i>SQ PEDEN'S INC. - Total For River Volunteer Events</i>	<i>\$163.50</i>
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SQ PEDEN'S INC. - ALL DEPARTMENTS	\$181.50
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SQ WYOMING OFFICE P

SQ WYOMING OFFICE P	Fire-EMS Administration	Toner - Office Supplies	\$76.99
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<i>SQ WYOMING OFFICE P - Total For Fire-EMS Administration</i>	<i>\$76.99</i>
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SQ WYOMING OFFICE P - ALL DEPARTMENTS	\$76.99
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STAPLES

STAPLES	Aquatics - Operations	Sign Holders	\$28.47
<i>STAPLES - Total For Aquatics - Operations</i>			\$28.47
STAPLES	Fire-EMS Administration	Office Supplies	\$69.94
<i>STAPLES - Total For Fire-EMS Administration</i>			\$69.94
STAPLES	Police Administration	office supplies	\$48.95
<i>STAPLES - Total For Police Administration</i>			\$48.95
STAPLES - ALL DEPARTMENTS			\$147.36

STATE OF WY.

STATE OF WY.	Health Insurance Fund	Retiree Subsidy Contribution	\$21,379.70
STATE OF WY.	Health Insurance Fund	employee group insurance	\$6,191.75
<i>STATE OF WY. - Total For Health Insurance Fund</i>			\$27,571.45
STATE OF WY.	Refuse - Residential	October premium adjustment	(\$2,113.08)
STATE OF WY.	Refuse - Residential	Correction	\$2,113.08
<i>STATE OF WY. - Total For Refuse - Residential</i>			\$0.00
STATE OF WY.	Refuse Revenue and Transfer	Correction	\$445.59
STATE OF WY.	Refuse Revenue and Transfer	October premium adjustment	(\$445.59)
<i>STATE OF WY. - Total For Refuse Revenue and Transfers</i>			\$0.00
STATE OF WY.	Water Distribution	October premium adjustment	(\$2,180.37)
STATE OF WY.	Water Distribution	Correction	\$2,180.37
<i>STATE OF WY. - Total For Water Distribution</i>			\$0.00
STATE OF WY.	Water Revenue and Transfers	October premium adjustment	(\$515.25)
STATE OF WY.	Water Revenue and Transfers	Correction	\$515.25
<i>STATE OF WY. - Total For Water Revenue and Transfers</i>			\$0.00
STATE OF WY. - ALL DEPARTMENTS			\$27,571.45

STELLAR PROGRAMMING

STELLAR PROGRAMMING	Refuse - Commercial	programming and consulting	\$1,991.25
<i>STELLAR PROGRAMMING - Total For Refuse - Commercial</i>			\$1,991.25
STELLAR PROGRAMMING - ALL DEPARTMENTS			\$1,991.25

SUPERIOR INDUSTRIAL

SUPERIOR INDUSTRIAL	Golf - Operations	Inspection	\$111.00
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<i>SUPERIOR INDUSTRIAL - Total For Golf - Operations</i>			<i>\$111.00</i>
SUPERIOR INDUSTRIAL	Hogadon - Operations	MISCELLANEOUS AND RETAIL STORES	\$181.00
<i>SUPERIOR INDUSTRIAL - Total For Hogadon - Operations</i>			<i>\$181.00</i>
SUPERIOR INDUSTRIAL	WWTP Operations	Annual crane and hoist inspections	\$3,380.00
SUPERIOR INDUSTRIAL	WWTP Operations	Crane inspection	\$125.00
<i>SUPERIOR INDUSTRIAL - Total For WWTP Operations</i>			<i>\$3,505.00</i>
SUPERIOR INDUSTRIAL - ALL DEPARTMENTS			\$3,797.00

SUTHERLANDS 2219

SUTHERLANDS 2219	Water Distribution	BOLT & PAINT	\$7.41
<i>SUTHERLANDS 2219 - Total For Water Distribution</i>			<i>\$7.41</i>
SUTHERLANDS 2219 - ALL DEPARTMENTS			\$7.41

SWI, LLC

SWI, LLC	Balefill	Contract Withholding: 20300436	\$16,209.48
<i>SWI, LLC - Total For Balefill</i>			<i>\$16,209.48</i>
SWI, LLC - ALL DEPARTMENTS			\$16,209.48

SYN-TECH SYSTEMS

SYN-TECH SYSTEMS	Fleet Maintenance Fund	200 KEY FAUBS FOR FUEL SYSTEM	\$1,242.00
<i>SYN-TECH SYSTEMS - Total For Fleet Maintenance Fund</i>			<i>\$1,242.00</i>
SYN-TECH SYSTEMS - ALL DEPARTMENTS			\$1,242.00

TETON STEEL

TETON STEEL	Parks - Parks Maint.	Snow Fence Bailing Wire	\$120.00
<i>TETON STEEL - Total For Parks - Parks Maint.</i>			<i>\$120.00</i>
TETON STEEL - ALL DEPARTMENTS			\$120.00

THATCHER CO.

THATCHER CO.	WWTP Regional Interceptors	Ferrous Chloride delivery on 10/23/2020	\$8,927.82
THATCHER CO.	WWTP Regional Interceptors	Ferrous chloride delivery on 11/12/2020.	\$9,604.98
<i>THATCHER CO. - Total For WWTP Regional Interceptors</i>			<i>\$18,532.80</i>

THATCHER CO. - ALL DEPARTMENTS

\$18,532.80

THE HOME DEPOT

THE HOME DEPOT	Balefill - Diversion & Special	SUPPLIES FOR COMPOST & EQUIP BUILDING	\$155.95
THE HOME DEPOT	Balefill - Diversion & Special	WASHER & DRYER AT SPECIAL WASTE FACILITY	\$1,616.00
<i>THE HOME DEPOT - Total For Balefill - Diversion & Special</i>			<i>\$1,771.95</i>
THE HOME DEPOT	Buildings & Structures Fund	Backer Board for Ft. Caspar	\$15.28
<i>THE HOME DEPOT - Total For Buildings & Structures Fund</i>			<i>\$15.28</i>
THE HOME DEPOT	Golf - Operations	Contractor bags, stretch wrap and duct tape for	\$49.52
<i>THE HOME DEPOT - Total For Golf - Operations</i>			<i>\$49.52</i>
THE HOME DEPOT	Hogadon - Operations	HOME SUPPLY WAREHOUSE STORES	\$4.27
THE HOME DEPOT	Hogadon - Operations	Snowmaking repair	\$121.65
THE HOME DEPOT	Hogadon - Operations	HOME SUPPLY WAREHOUSE STORES	\$50.79
THE HOME DEPOT	Hogadon - Operations	Tool Repacement	\$418.76
<i>THE HOME DEPOT - Total For Hogadon - Operations</i>			<i>\$595.47</i>
THE HOME DEPOT	Ice Arena - Operations	HOME SUPPLY WAREHOUSE STORES	\$99.70
<i>THE HOME DEPOT - Total For Ice Arena - Operations</i>			<i>\$99.70</i>
THE HOME DEPOT	Police Administration	duct tape for agility testing floor lines	\$9.94
<i>THE HOME DEPOT - Total For Police Administration</i>			<i>\$9.94</i>
THE HOME DEPOT	Traffic Control	Supplies to attach signs to close alley access for	\$20.91
<i>THE HOME DEPOT - Total For Traffic Control</i>			<i>\$20.91</i>
THE HOME DEPOT	Weed & Pest Fund	supplies	\$5.98
<i>THE HOME DEPOT - Total For Weed & Pest Fund</i>			<i>\$5.98</i>
THE HOME DEPOT - ALL DEPARTMENTS			\$2,568.75

THE SCIENCE ZONE

THE SCIENCE ZONE	Capital Projects Fund	1% #16 Funding The Science Zon	\$56,791.52
<i>THE SCIENCE ZONE - Total For Capital Projects Fund</i>			<i>\$56,791.52</i>
THE SCIENCE ZONE - ALL DEPARTMENTS			\$56,791.52

THIRTY THREE MILE RO

THIRTY THREE MILE RO	Sewer Wastewater Collection	MONTHLY CHARGE SEPT-OCT GALLONS USED O	\$139.70
<i>THIRTY THREE MILE RO - Total For Sewer Wastewater Collection</i>			<i>\$139.70</i>

THIRTY THREE MILE RO - ALL DEPARTMENTS

\$139.70

THOMSON WEST TCD

THOMSON WEST TCD	City Attorney	PROFESSIONAL SERVICES NOT ELSEWHERE CLAS	\$141.83
THOMSON WEST TCD	City Attorney	PROFESSIONAL SERVICES NOT ELSEWHERE CLAS	\$1,386.82
<i>THOMSON WEST TCD - Total For City Attorney</i>			<i>\$1,528.65</i>

THOMSON WEST TCD - ALL DEPARTMENTS

\$1,528.65

Thyssenkrupp

Thyssenkrupp	Property Insurance Fund	parking garage 2	\$2,887.50
<i>Thyssenkrupp - Total For Property Insurance Fund</i>			<i>\$2,887.50</i>

Thyssenkrupp - ALL DEPARTMENTS

\$2,887.50

TM SAFETY SUPPLIES

TM SAFETY SUPPLIES	City Council	COVID PPE 1 - lysol disinfectant spray	\$883.46
<i>TM SAFETY SUPPLIES - Total For City Council</i>			<i>\$883.46</i>

TM SAFETY SUPPLIES - ALL DEPARTMENTS

\$883.46

TOP OFFICE PRODUCTS

TOP OFFICE PRODUCTS	City Attorney	STATIONERY,OFFICE SUPPLIES,PRINTING AND	\$196.30
<i>TOP OFFICE PRODUCTS - Total For City Attorney</i>			<i>\$196.30</i>
TOP OFFICE PRODUCTS	City Manager	Office products	\$125.00
<i>TOP OFFICE PRODUCTS - Total For City Manager</i>			<i>\$125.00</i>
TOP OFFICE PRODUCTS	Municipal Court	October copy charge	\$38.00
<i>TOP OFFICE PRODUCTS - Total For Municipal Court</i>			<i>\$38.00</i>

TOP OFFICE PRODUCTS - ALL DEPARTMENTS

\$359.30

TOWNSQUARE MEDIA SHE

TOWNSQUARE MEDIA SHE	Golf - Operations	ADVERTISING SERVICES	\$125.00
TOWNSQUARE MEDIA SHE	Golf - Operations	ADVERTISING SERVICES	\$1,000.00
<i>TOWNSQUARE MEDIA SHE - Total For Golf - Operations</i>			<i>\$1,125.00</i>
TOWNSQUARE MEDIA SHE	Sewer Stormwater	ADVERTISING SERVICES	\$480.00

<i>TOWNSQUARE MEDIA SHE - Total For Sewer Stormwater</i>			<i>\$480.00</i>
TOWNSQUARE MEDIA SHE - ALL DEPARTMENTS			\$1,605.00

TRETO CONST.

TRETO CONST.	Capital Projects Fund	Midwest Ave Elm to David Liquidated Damages	\$56,015.00)
TRETO CONST.	Capital Projects Fund	Gems S028912-MIDWEST RECONST-E	\$56,015.00
TRETO CONST.	Capital Projects Fund	Partial retainage release from Gems	\$25,857.96
TRETO CONST.	Capital Projects Fund	Contract Withholding: 20300120	\$33,652.77
<i>TRETO CONST. - Total For Capital Projects Fund</i>			<i>\$59,510.73</i>
TRETO CONST.	Sewer Fund	Contract Withholding: 20300120	\$1,000.00
<i>TRETO CONST. - Total For Sewer Fund</i>			<i>\$1,000.00</i>
TRETO CONST.	Water Revenue and Transfers	Contract Withholding: 20300120	\$5,999.80
<i>TRETO CONST. - Total For Water Revenue and Transfers</i>			<i>\$5,999.80</i>
TRETO CONST. - ALL DEPARTMENTS			\$66,510.53

TRI STATE OIL RECLAI

TRI STATE OIL RECLAI	Balefill - Diversion & Special	Supplies	\$937.50
<i>TRI STATE OIL RECLAI - Total For Balefill - Diversion & Special</i>			<i>\$937.50</i>
TRI STATE OIL RECLAI - ALL DEPARTMENTS			\$937.50

TRI-STATE TRUCK & EQ

TRI-STATE TRUCK & EQ	Balefill - Disposal & Landfill	Truck equipment	\$1,066.19
<i>TRI-STATE TRUCK & EQ - Total For Balefill - Disposal & Landfill</i>			<i>\$1,066.19</i>
TRI-STATE TRUCK & EQ - ALL DEPARTMENTS			\$1,066.19

TST WYOMING RIB

TST WYOMING RIB	City Manager	Lunch meeting with NCSD and Casper College	\$50.85
<i>TST WYOMING RIB - Total For City Manager</i>			<i>\$50.85</i>
TST WYOMING RIB - ALL DEPARTMENTS			\$50.85

TYLER TECHNOLOGIES I

TYLER TECHNOLOGIES I	Balefill - Disposal & Landfill	Gems S028911 - Tyler Conversio	\$168.00
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TYLER TECHNOLOGIES I	Balefill - Disposal & Landfill	Gems S028911 - Tyler Conversio	\$28.00
TYLER TECHNOLOGIES I	Balefill - Disposal & Landfill	Gems S028911 - Tyler Conversio	\$56.00
<i>TYLER TECHNOLOGIES I - Total For Balefill - Disposal & Landfill</i>			<i>\$252.00</i>
TYLER TECHNOLOGIES I	Capital Projects Fund	Gems S028911 - Tyler Conversio	\$966.00
TYLER TECHNOLOGIES I	Capital Projects Fund	Gems S028911 - Tyler Conversio	\$483.00
TYLER TECHNOLOGIES I	Capital Projects Fund	Gems S028911 - Tyler Conversio	\$2,898.00
TYLER TECHNOLOGIES I	Capital Projects Fund	Gems S028911 - Tyler Conversio	119,428.00
<i>TYLER TECHNOLOGIES I - Total For Capital Projects Fund</i>			<i>\$123,775.00</i>
TYLER TECHNOLOGIES I	Refuse - Residential	Gems S028911 - Tyler Conversio	\$252.00
TYLER TECHNOLOGIES I	Refuse - Residential	Gems S028911 - Tyler Conversio	\$42.00
TYLER TECHNOLOGIES I	Refuse - Residential	Gems S028911 - Tyler Conversio	\$84.00
<i>TYLER TECHNOLOGIES I - Total For Refuse - Residential</i>			<i>\$378.00</i>
TYLER TECHNOLOGIES I	Regional Water Operations	Gems S028911 - Tyler Conversio	\$14.00
TYLER TECHNOLOGIES I	Regional Water Operations	Gems S028911 - Tyler Conversio	\$7.00
TYLER TECHNOLOGIES I	Regional Water Operations	Gems S028911 - Tyler Conversio	\$42.00
<i>TYLER TECHNOLOGIES I - Total For Regional Water Operations</i>			<i>\$63.00</i>
TYLER TECHNOLOGIES I	Sewer Wastewater Collection	Gems S028911 - Tyler Conversio	\$70.00
TYLER TECHNOLOGIES I	Sewer Wastewater Collection	Gems S028911 - Tyler Conversio	\$35.00
TYLER TECHNOLOGIES I	Sewer Wastewater Collection	Gems S028911 - Tyler Conversio	\$210.00
<i>TYLER TECHNOLOGIES I - Total For Sewer Wastewater Collection</i>			<i>\$315.00</i>
TYLER TECHNOLOGIES I	Water Distribution	Gems S028911 - Tyler Conversio	\$462.00
TYLER TECHNOLOGIES I	Water Distribution	Gems S028911 - Tyler Conversio	\$77.00
TYLER TECHNOLOGIES I	Water Distribution	Gems S028911 - Tyler Conversio	\$154.00
<i>TYLER TECHNOLOGIES I - Total For Water Distribution</i>			<i>\$693.00</i>
TYLER TECHNOLOGIES I	WWTP Operations	Gems S028911 - Tyler Conversio	\$168.00
TYLER TECHNOLOGIES I	WWTP Operations	Gems S028911 - Tyler Conversio	\$28.00
TYLER TECHNOLOGIES I	WWTP Operations	Gems S028911 - Tyler Conversio	\$56.00
<i>TYLER TECHNOLOGIES I - Total For WWTP Operations</i>			<i>\$252.00</i>
TYLER TECHNOLOGIES I - ALL DEPARTMENTS			\$125,728.00

UNION WIRELESS

UNION WIRELESS	Water Tanks	Upper Rock Creek Reservoir SCADA & Cell Phon	\$94.95
<i>UNION WIRELESS - Total For Water Tanks</i>			<i>\$94.95</i>
UNION WIRELESS - ALL DEPARTMENTS			\$94.95

UNITED WAY OF NATRON

UNITED WAY OF NATRON	Capital Projects Fund	1%#16 Funding United Way	\$757.77
<i>UNITED WAY OF NATRON - Total For Capital Projects Fund</i>			<i>\$757.77</i>
UNITED WAY OF NATRON - ALL DEPARTMENTS			\$757.77

UPS 0000008F045W450

UPS 0000008F045W450	Regional Water Operations	Ship Lab Samples	\$140.92
<i>UPS 0000008F045W450 - Total For Regional Water Operations</i>			<i>\$140.92</i>
UPS 0000008F045W450 - ALL DEPARTMENTS			\$140.92

USPS PO 5715580945

USPS PO 5715580945	Customer Service	POSTAGE STAMPS	\$97.30
USPS PO 5715580945	Customer Service	POSTAGE STAMPS	\$41.70
<i>USPS PO 5715580945 - Total For Customer Service</i>			<i>\$139.00</i>
USPS PO 5715580945	Finance	Overnight Package	\$27.50
<i>USPS PO 5715580945 - Total For Finance</i>			<i>\$27.50</i>
USPS PO 5715580945 - ALL DEPARTMENTS			\$166.50

VERIZON WIRELESS

VERIZON WIRELESS	Balefill - Disposal & Landfill	VERIZON PHONE BILL	\$40.01
<i>VERIZON WIRELESS - Total For Balefill - Disposal & Landfill</i>			<i>\$40.01</i>
VERIZON WIRELESS	Code Enforcement	phone bill	\$198.21
<i>VERIZON WIRELESS - Total For Code Enforcement</i>			<i>\$198.21</i>
VERIZON WIRELESS	Police Administration	phone bill	\$720.18
<i>VERIZON WIRELESS - Total For Police Administration</i>			<i>\$720.18</i>
VERIZON WIRELESS	Public Safety Communication	phone bill	\$38.66
<i>VERIZON WIRELESS - Total For Public Safety Communications</i>			<i>\$38.66</i>
VERIZON WIRELESS - ALL DEPARTMENTS			\$997.06

VISTAPR VISTAPRINT.C

VISTAPR VISTAPRINT.C	Human Resources	Note Card orders-Sympathy, Get Well Soon, and	\$77.37
<i>VISTAPR VISTAPRINT.C - Total For Human Resources</i>			<i>\$77.37</i>

VISTAPR VISTAPRINT.C - ALL DEPARTMENTS \$77.37

VRC COMPANIES LLC

VRC COMPANIES LLC City Clerk Shredding \$283.68

VRC COMPANIES LLC - Total For City Clerk \$283.68

VRC COMPANIES LLC Police Administration Standard monthly fee \$78.38

VRC COMPANIES LLC - Total For Police Administration \$78.38

VRC COMPANIES LLC - ALL DEPARTMENTS \$362.06

VZWRLSS IVR VB

VZWRLSS IVR VB Cemetery TELECOMMUNICATION SERV.INCLUD. LOCAL/L. \$40.01

VZWRLSS IVR VB - Total For Cemetery \$40.01

VZWRLSS IVR VB Parks - Parks Maint. Verizon fees for jetpacks and irrigation phones \$932.32

VZWRLSS IVR VB - Total For Parks - Parks Maint. \$932.32

VZWRLSS IVR VB Streets Monthly charges for Traffic hotspot and Streets \$66.27

VZWRLSS IVR VB - Total For Streets \$66.27

VZWRLSS IVR VB WWTP Operations TELECOMMUNICATION SERV.INCLUD. LOCAL/L. \$146.40

VZWRLSS IVR VB - Total For WWTP Operations \$146.40

VZWRLSS IVR VB - ALL DEPARTMENTS \$1,185.00

VZWRLSS MY VZ VB P

VZWRLSS MY VZ VB P Regional Water Operations WTP Operator Cell Phone \$30.82

VZWRLSS MY VZ VB P Regional Water Operations WTP Operator Cell Phone \$26.17

VZWRLSS MY VZ VB P - Total For Regional Water Operations \$56.99

VZWRLSS MY VZ VB P - ALL DEPARTMENTS \$56.99

WAL-MART #1617

WAL-MART #1617 City Council COVID PPE 4 thermometers \$84.70

WAL-MART #1617 - Total For City Council \$84.70

WAL-MART #1617 - ALL DEPARTMENTS \$84.70

WAL-MART #3778

WAL-MART #3778	Fire-EMS Operations	Propane and grill regulator	\$29.80
<i>WAL-MART #3778 - Total For Fire-EMS Operations</i>			<i>\$29.80</i>
WAL-MART #3778	Regional Water Operations	Coffee	\$39.84
<i>WAL-MART #3778 - Total For Regional Water Operations</i>			<i>\$39.84</i>
WAL-MART #3778 - ALL DEPARTMENTS			\$69.64

WAYNE COLEMAN CONSTR

WAYNE COLEMAN CONSTR	Water Distribution	2020 CPU Asphalt Repair	\$5,103.00
<i>WAYNE COLEMAN CONSTR - Total For Water Distribution</i>			<i>\$5,103.00</i>
WAYNE COLEMAN CONSTR - ALL DEPARTMENTS			\$5,103.00

WEAR PARTS INC

WEAR PARTS INC	Cemetery	MOTOR VEHICLE SUPPLIES AND NEW PARTS SIG	\$25.69
<i>WEAR PARTS INC - Total For Cemetery</i>			<i>\$25.69</i>
WEAR PARTS INC - ALL DEPARTMENTS			\$25.69

WELLBORN SULLIVAN ME

WELLBORN SULLIVAN ME	Property Insurance Fund	documentation of bills or claims	\$5,000.00
<i>WELLBORN SULLIVAN ME - Total For Property Insurance Fund</i>			<i>\$5,000.00</i>
WELLBORN SULLIVAN ME - ALL DEPARTMENTS			\$5,000.00

WEST PLAINS ENGINEER

WEST PLAINS ENGINEER	Perpetual Care Urban Forestr	Gems S029030- CEC Fire Alarm S	\$1,000.00
<i>WEST PLAINS ENGINEER - Total For Perpetual Care Urban Forestry</i>			<i>\$1,000.00</i>
WEST PLAINS ENGINEER - ALL DEPARTMENTS			\$1,000.00

WESTERN BUSINESS SOL

WESTERN BUSINESS SOL	Ft. Caspar Museum	Annual Infotouch renewal	\$495.00
<i>WESTERN BUSINESS SOL - Total For Ft. Caspar Museum</i>			<i>\$495.00</i>
WESTERN BUSINESS SOL - ALL DEPARTMENTS			\$495.00

WESTERN ECO SYSTEMS

WESTERN ECO SYSTEMS	Water Tanks	URCR Reservoir Wetlands Monito	\$2,577.57
<i>WESTERN ECO SYSTEMS - Total For Water Tanks</i>			<i>\$2,577.57</i>
WESTERN ECO SYSTEMS - ALL DEPARTMENTS			\$2,577.57

WESTERN STATES FIRE

WESTERN STATES FIRE	Balefill - Baler Processing	Fire System Work	\$575.00
<i>WESTERN STATES FIRE - Total For Balefill - Baler Processing</i>			<i>\$575.00</i>
WESTERN STATES FIRE - ALL DEPARTMENTS			\$575.00

WLC ENGINEERING - SU

WLC ENGINEERING - SU	Capital Projects Fund	Ridgecrest Zone 2-3 Waterline	\$3,485.09
WLC ENGINEERING - SU	Capital Projects Fund	Industrial storm and street de	\$6,772.00
WLC ENGINEERING - SU	Capital Projects Fund	GemsS028970-Highland Park Ceme	\$336.00
WLC ENGINEERING - SU	Capital Projects Fund	Industrial storm and street de	\$3,782.75
<i>WLC ENGINEERING - SU - Total For Capital Projects Fund</i>			<i>\$14,375.84</i>
WLC ENGINEERING - SU	Water Distribution	Ridgecrest Zone 2-3 Waterline	\$8,961.66
<i>WLC ENGINEERING - SU - Total For Water Distribution</i>			<i>\$8,961.66</i>
WLC ENGINEERING - SU - ALL DEPARTMENTS			\$23,337.50

WM SUPERCENTER

WM SUPERCENTER	Balefill - Disposal & Landfill	LANDFILL STAINLESS STEEL CLEANER	\$8.24
<i>WM SUPERCENTER - Total For Balefill - Disposal & Landfill</i>			<i>\$8.24</i>
WM SUPERCENTER	Fire-EMS Operations	Walmart - Station supplies	\$128.71
<i>WM SUPERCENTER - Total For Fire-EMS Operations</i>			<i>\$128.71</i>
WM SUPERCENTER - ALL DEPARTMENTS			\$136.95

WY. MACHINERY CO.

WY. MACHINERY CO.	Balefill - Disposal & Landfill	Vehicles and wheeled equipment	\$16,281.00
WY. MACHINERY CO.	Balefill - Disposal & Landfill	Service Agreement 84 Month Pla	\$43,733.33
<i>WY. MACHINERY CO. - Total For Balefill - Disposal & Landfill</i>			<i>\$60,014.33</i>
WY. MACHINERY CO.	Fleet Maintenance Fund	141400 SERVICE @ 532 HRS	\$783.39

WY. MACHINERY CO.	Fleet Maintenance Fund	141403 SERVICE @ 1758 HRS	\$667.50
<i>WY. MACHINERY CO. - Total For Fleet Maintenance Fund</i>			<i>\$1,450.89</i>
WY. MACHINERY CO. - ALL DEPARTMENTS			\$61,465.22

WY. RENTS, LLC.

WY. RENTS, LLC.	WWTP Operations	Spark plug	\$3.40
<i>WY. RENTS, LLC. - Total For WWTP Operations</i>			<i>\$3.40</i>
WY. RENTS, LLC. - ALL DEPARTMENTS			\$3.40

WYOMING CAMERA

WYOMING CAMERA	Police Administration	cameras for gear bags	\$3,049.80
<i>WYOMING CAMERA - Total For Police Administration</i>			<i>\$3,049.80</i>
WYOMING CAMERA - ALL DEPARTMENTS			\$3,049.80

WYOMING FIRST AID &

WYOMING FIRST AID &	Balefill - Disposal & Landfill	Supplies	\$100.60
<i>WYOMING FIRST AID & - Total For Balefill - Disposal & Landfill</i>			<i>\$100.60</i>
WYOMING FIRST AID &	Balefill - Diversion & Special	Supplies	\$20.44
<i>WYOMING FIRST AID & - Total For Balefill - Diversion & Special</i>			<i>\$20.44</i>
WYOMING FIRST AID &	Refuse - Residential	Supplies	\$97.17
WYOMING FIRST AID &	Refuse - Residential	Large vehicle kit	\$112.95
<i>WYOMING FIRST AID & - Total For Refuse - Residential</i>			<i>\$210.12</i>
WYOMING FIRST AID & - ALL DEPARTMENTS			\$331.16

WYOMING OFFICE PRODU

WYOMING OFFICE PRODU	Customer Service	Paper	\$45.38
<i>WYOMING OFFICE PRODU - Total For Customer Service</i>			<i>\$45.38</i>
WYOMING OFFICE PRODU - ALL DEPARTMENTS			\$45.38

WYOMING RECREATION &

WYOMING RECREATION &	Weed & Pest Fund	Playground Inspector class	\$812.85
<i>WYOMING RECREATION & - Total For Weed & Pest Fund</i>			<i>\$812.85</i>

WYOMING RECREATION & - ALL DEPARTMENTS \$812.85

WYOMING STATE GOLF A

WYOMING STATE GOLF A Golf - Operations GHIN ACTIVE MEMBERSHIP \$29.00

WYOMING STATE GOLF A - Total For Golf - Operations \$29.00

WYOMING STATE GOLF A - ALL DEPARTMENTS \$29.00

WYOMING STEEL & RECY

WYOMING STEEL & RECY Refuse - Recycling Recycling \$8,986.20

WYOMING STEEL & RECY - Total For Refuse - Recycling \$8,986.20

WYOMING STEEL & RECY - ALL DEPARTMENTS \$8,986.20

XEROX CORPORATION

XEROX CORPORATION Engineering accxes controller maintenance plan \$38.96

XEROX CORPORATION - Total For Engineering \$38.96

XEROX CORPORATION - ALL DEPARTMENTS \$38.96

XEROX CORPORATION/RB

XEROX CORPORATION/RB Regional Water Operations OFFICE Copier \$215.26

XEROX CORPORATION/RB - Total For Regional Water Operations \$215.26

XEROX CORPORATION/RB - ALL DEPARTMENTS \$215.26

CITYWIDE BILLS AND CLAIMS TOTAL

\$2,015,038.86

I certify, under penalty of perjury, that this listing of vouchers and the items included therein for payment are correct and just in every respect.

SUBMITTED BY (Finance Dir) _____ DATE _____

DULY AUDITED BY (City Manager) _____ DATE _____

APPROVED BY (Mayor) _____ DATE _____

November 13, 2020

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Fleur Tremel, Assistant to City Manager/City Clerk *FT*
Carla Mills-Laatsch, Licensing Specialist *CM*
SUBJECT: Establish the Public Hearing Date on Liquor License Renewals for licensing period
April 1, 2021 through March 31, 2022.

Meeting Type & Date
Regular Council Meeting
December 1, 2020

Action type
Establish Public Hearing
Minute Action

Recommendation
That Council, by minute action, establish February 16, 2021, as the Public Hearing date for consideration of the annual renewal of all City of Casper Liquor Licenses.

Summary
State Statutes require that the City Council hold a public hearing each year prior to the renewal of liquor licenses. This gives the public an opportunity to address the Council with any concerns they might have concerning the operation and management of a given establishment. It also affords the City Council an opportunity to invite liquor establishment owners to appear and address any questions that the Council might have. The licensing year runs from April 1 to March 31.

During the month of November, the necessary reporting materials and liquor license renewal forms are sent to the liquor dealers. The City of Casper Fire-EMS Department, City of Casper Community Development, and Natrona County Health Department are informed to ensure that the license holders are complying with the building, fire, and health codes. If any non-compliance is noted, a conformance period may be set for the license holder, and the license may be issued with a restriction. In addition, the Police Department submits a report noting any law enforcement problems related to the establishment and a calculation of any demerit points earned during the previous year.

Financial Considerations
No Financial Considerations

Oversight/Project Responsibility
Carla Mills-Laatsch, Licensing Specialist

Attachments
None

November 19, 2020

MEMO TO: City Council
J. Carter Napier, City Manager *JCN*

FROM: John Henley, City Attorney *JH*

SUBJECT: An Ordinance Amending Chapter 9.40 of the Casper Municipal Code –
Offenses by or Against Minors – Article IV – Sale of Tobacco

Meeting Type & Date

Regular Council Meeting
December 1, 2020

Action type

Public Hearing and First Reading

Recommendation

Conduct the Public Hearing on the proposed ordinance and determine if the matter should be passed on First Reading.

Summary

At the November 17, 2020, Regular Council Meeting, Council established the Public Hearing and First Reading of the proposed ordinance for December 1, 2020. Find attached a copy of the proposed ordinance.

Effective July 1, 2020, Wyoming State Statutes prohibit the sale of nicotine products to persons under the age of twenty-one (21) years old, as well as the purchase, possession and use of products by persons under the age of twenty-one (21) years old. There are two areas of the Statute that are updated: (1) the Statute is more explicit in describing e-cigarettes and vaping – which has been updated in the ordinance; and (2) the age limit for lawful purchase of tobacco or nicotine products was increased from eighteen (18) years old to twenty-one (21) years old.

The purpose of the attached ordinance is to provide for consistency between the Wyoming Statutes and the Casper Municipal Code.

Financial Considerations

None

Oversight/Project Responsibility

City Attorney's Office
Casper Police Department

Attachments

Proposed draft ordinance

ORDINANCE NO. 29-20

AN ORDINANCE AMENDING CHAPTER 9.40 OF THE
CASPER MUNICIPAL CODE – OFFENSES BY OR AGAINST
MINORS – ARTICLE IV – SALE OF TOBACCO.

WHEREAS, the governing body of the City of Casper has the authority granted by Wyoming State Statute §15-1-103(a)(xiii) and (xli) to adopt ordinances and resolutions necessary to protect the health, safety and welfare of the City and of its citizens; and,

WHEREAS, the governing body of the City of Casper may perform all acts in relation to the concerns of the City necessary to the exercise of its corporate powers; and,

WHEREAS, effective July 1, 2020, Wyoming Statute §§ 14-3-301 *et. seq.*, prohibit the sale of nicotine and tobacco products to persons under twenty-one years old and the purchase, possession and use of tobacco and nicotine products by persons under twenty-one years of age; and

WHEREAS, the Casper Municipal Code needs updated and modified from time to time; and,

WHEREAS, the governing body of the City of Casper desires to update and amend the following Sections of Chapter 9.40 Offenses by or Against Minors – Article IV – Sale of Tobacco for the purpose of consistency between the State Statutes and the Casper Municipal Code.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: that the following Sections of Chapter 9.40 Offenses by or Against Minors – Article IV – Sale of Tobacco, are hereby updated and amended as follows:

9.40.150 - Definitions.

A. "Electronic cigarette" means any device that can be used to deliver aerosolized or vaporized nicotine or synthetic nicotine to the person using the device and includes any component, part and accessory of the device and any vapor material intended to be aerosolized or vaporized during the use of the device. "Electronic cigarette" includes, without limitation any electronic cigar, electronic cigarillo, electronic pipe, electronic hookah, vapor pen and any similar product or device. "Electronic cigarette" does not include a battery or battery charger if sold separately from the electronic cigarette and does not include any product regulated as a drug or device by the United States Food and Drug Administration under the Food, Drug and Cosmetic Act.

A.B. "Tobacco products" means any substance containing tobacco leaf, or any product made or derived from tobacco that contains nicotine, including, but not limited to, cigarettes, cigars, pipe tobacco, snuff, chewing tobacco or dipping tobacco.

C. “Nicotine products” means tobacco products and electronic cigarettes.

D. “Vapor material” means any liquid solution or other material containing nicotine or synthetic nicotine that is depleted as an electronic cigarette is used. Vapor material includes liquid solution or other material containing nicotine or synthetic nicotine that is sold with or inside an electronic cigarette.

~~B.E.~~ "Vending machine" means any mechanical, electric or electronic self-service device which, upon insertion of money, tokens or any other form of payment, dispenses nicotine products or tobacco products.

(Ord. 54-00 § 1 (part), 2000)

9.40.160 - Prohibited sales or delivery.

A. No person shall sell, offer for sale, give away or deliver nicotine products or tobacco products to any person under the age of ~~eighteen~~twenty-one years. Nicotine products or tobacco products shall be, to the extent possible, kept behind a counter or otherwise made inaccessible to purchasers of the nicotine product or tobacco product, and control and access to the nicotine product or tobacco product in the business establishment shall be maintained by the retailer, his agent or employee.

B. Any person violating subsection A of this section is guilty of a misdemeanor punishable by a fine of not less than one hundred dollars for the first offense; two hundred dollars for the second offense in any twelve-month period; and five hundred dollars for third and subsequent offenses in any twelve-month period.

C. It is an affirmative defense to a prosecution under subsection A of this section that:

1. In the case of a sale, the person who sold the nicotine product or tobacco product was presented with, and reasonably relied upon, an identification card which identified the person buying or receiving the nicotine product or tobacco product as being over ~~eighteen~~twenty-one years of age; or
2. The nicotine product or tobacco product was given or delivered to the person under ~~eighteen~~twenty-one years of age by his parent or guardian and the tobacco product was given or delivered to the person for use in the privacy of his parent's or guardian's home or under the direct supervision of the parent or guardian.

(Ord. 54-00 § 1 (part), 2000)

9.40.170 - Posted notice required; location of vending machines.

A. Any person who sells nicotine products or tobacco products shall post signs informing the public of the age restrictions provided by this article at or near every display of nicotine products or tobacco products and on or upon every vending machine which offers nicotine products or tobacco products for sale. Each sign shall be plainly visible and shall contain a statement communicating that the sale of nicotine products or tobacco products to persons under ~~eighteen~~twenty-one years of age is prohibited by law.

- B. No person shall sell or offer nicotine products or tobacco products through a vending machine unless the vending machine is located in:
1. Businesses, factories, offices or other places not open to the general public;
 2. Places to which persons under the age of eighteen twenty-one -years of age are not permitted access; or
 3. Business premises where alcoholic or malt beverages are sold or dispensed and where entry by persons under eighteen twenty-one -years of age is prohibited.
- C. Any person violating subsection A or B of this section is guilty of a misdemeanor punishable by a fine of not more than one hundred dollars. Each day of continued violation shall be deemed a separate offense.

(Ord. 54-00 § 1 (part), 2000)

9.40.180 - Purchase by ~~minors~~underage persons prohibited.

- A. No person under the age of ~~eighteen~~ twenty-one years shall purchase nicotine products or tobacco products, or misrepresent his identity or age, or use any false or altered identification for the purpose of purchasing nicotine products or tobacco products.
- B. Any person violating subsection A of this section is guilty of a misdemeanor punishable by a fine of not less than one hundred dollars for the first offense; two hundred dollars for the second offense in any twelve month period; and five hundred dollars for third and subsequent offenses in any twelve month period. Upon a conviction for violation of subsection A of this section, the court may allow the defendant to perform community service and be granted credit against his fine and court costs at the rate of five dollars for each hour of work performed.

(Ord. 54-00 § 1 (part), 2000)

9.40.190 - Possession or use by ~~minors~~underage persons prohibited.

- A. It is unlawful for any person under the age of ~~eighteen~~ twenty-one -years to possess or use any nicotine products or tobacco products.
- B. Any person violating subsection A of this section is guilty of a misdemeanor punishable by a fine of not less than one hundred dollars for the first offense; two hundred dollars for the second offense in any twelve month period; and five hundred dollars for third and subsequent offenses in any twelve month period. Upon a conviction for violation of subsection A of this section, the court may allow the defendant to perform community service and be granted credit against his fine and court costs at the rate of five dollars for each hour of work performed.
- C. It is an affirmative defense to a prosecution under subsection A of this section that the defendant possessed or used the nicotine products or tobacco product in the home of, or under the direct supervision of, a parent or guardian.

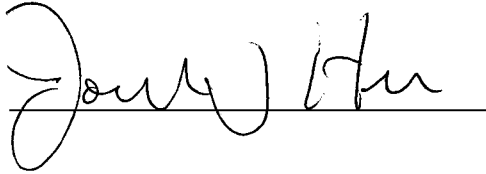
(Ord. 54-00 § 1 (part), 2000)

PASSED on 1st reading the ____ day of _____, 2020

PASSED on 2nd reading the ____ day of _____, 2020

PASSED, APPROVED, AND ADOPTED on third and final reading the _____ day
of _____, 2020.

APPROVED AS TO FORM:



ATTEST:

Fleur Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Steven K. Freel
Mayor

November 23, 2020

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Liz Becher, Community Development Director *LB*
SUBJECT: Sale of the Former Beverly Street Ballfields Property

Meeting Type & Date:

Regular Council Meeting, December 1, 2020.

Action Type:

Public Hearing and Resolution

Recommendation:

That Council, by resolution, accept the high bid for the sale of the “Former Beverly Street Ballfields Property” and approve the Real Estate Purchase Agreement on the sale of the real property located at approximately 1032 South Beverly Street, and more particularly described as: Lots 2 and 3, Highland Park Addition No. 6, City of Casper.

Summary:

A Request for Bid (RFB) was published in March 2020 for the City-owned property north of Fire Station #3 on South Beverly Street. This same property was part of a previous RFB a year ago. One bid was received for this property from a South Dakota affordable housing developer for \$480,000 in 2019. The 2019 appraised value on the property is \$1,255,000. The bid in 2019 was rejected by Council.

The City’s Housing Authority responded to the March 2020 RFB and submitted a bid of \$601,000 for a 60-unit affordable housing development, which will offer both affordable, and workforce housing. The bid met the required terms and conditions of the RFB. It was the only bid received. The RFB was published in the Casper Star-Tribune for three (3) consecutive weeks, and posted on the City website for a month with a corresponding press release.

Financial Considerations:

The Casper Housing Authority has applied to the Wyoming Community Development Authority (WCDA) for tax credits to build the low-income housing development, to be known as Liberty Square. The difference between the appraised price and the purchase price on their application will show as a donation by the City, which shows local governmental support of a tax credit/workforce housing project. The project fulfills a housing goal identified by the City Council. The proceeds from the sale of this property would be deposited into the City’s Revolving Land Fund account. Staff pulled the deed on this property. President Grover Cleveland gifted it to the City of Casper in 1897.

Oversight/Project Responsibility: Liz Becher, Community Development Director

Attachments:

Location Map

Legal Notice

Resolution

Real Estate Purchase Agreement

Former Beverly St Ball Fields

Rec/Senior Center

E 6TH ST

E 7TH ST

Frontier/Casper Classical School

E 8TH ST

E 8TH ST

HIGHLAND CEMETERY

Community Trail/Pathway

Parcel #1
(2-Acres)
C-2 (General Business)

Child Development Center

E 10TH ST

Lifesteps Campus
w/ bus stop

Parcel #2
(1.2-Acres)
C-2 (General Business)

Fire Station

E 12TH ST

Beverly Plaza Shopping Center

S FENWAY ST

S KENWOOD ST

S SELK ST

S SLOWELL ST

FARNUM ST

F AIRD ALE AVE

S PENNSYLVANIA AVE

E 15TH ST



LEGAL NOTICE
SALE OF CITY-OWNED PROPERTIES

Pursuant to Wyoming State Statute 15-1-112(b), the City of Casper, Wyoming hereto advertises its intent to sell the following-described real property. A public hearing on this proposed sale will be conducted on December 1, 2020, at 6:00 PM, in the City Council Chambers, 200 North David Street, Casper, Wyoming 82601, notice of which is hereby made.

“Former Beverly Ball Fields Property:

- Legal Description - Lots 2 and 3, Highland Park Addition No. 6, City of Casper, Situated in the County of Natrona, State of Wyoming
- Site size/area – 139,392 square feet
- The property was *gifted* to the City of Casper in 1897 by President Grover Cleveland.
- 2019 Appraised value - \$1,255,000
- 2020 High Bid (Proposed Sale Price) - \$601,000

A Request for Bid (RFB) was issued on March 16, 2020 for the City-owned properties north of Fire Station #3 on South Beverly Street. This property was part of a previous RFB in 2019. One bid was received in 2019 for this property from a South Dakota affordable housing developer for \$480,000. The bid was rejected by Council. Now, the City’s Housing Authority, in response to the March 2020 RRB, has brought forward a bid of \$601,000 for a 60-unit affordable housing development which will offer both affordable and workforce housing, and fulfills a housing goal identified by the City Council. The bid met the required terms and conditions. It was the only bid received. The RFB was published in the Casper Star-Tribune for three (3) consecutive weeks, and posted on the City website for a month with a corresponding press release.

Dated this 12th day of November, 2020.

Liz Becher, Community Development
City of Casper

Please Publish: Sunday, November 15, 2020
 Sunday, November 22, 2020
 Sunday, November 29, 2020

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement (the "Agreement") is made and entered into this ____ day of _____, 2020 by and between the City of Casper, Wyoming, a Wyoming Municipal Corporation, 200 North David, Casper, Wyoming 82601, hereinafter referred to as the "Seller"; and the Casper Housing Authority (CHA), 145 North Durbin, Casper, Wyoming 82601, hereinafter referred to as the "Buyer"; the Seller and the Buyer are collectively referred to as the "Parties."

RECITALS

Whereas, the Seller is the owner of real property, currently zoned as C-2 (General Business) and located at approximately 1032 South Beverly Street, Casper, Wyoming, and generally known as the "former Beverly Street ball fields property," and more particularly described in Article I below; and

Whereas, the Buyer desires to purchase said real property from the Seller pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the terms, covenants and conditions hereinafter set forth, the Parties agree by and between them as follows:

ARTICLE I: DESCRIPTION OF PROPERTY

Seller agrees to sell and convey to Buyer pursuant to the terms of this Agreement the following described real property:

Lot 2 and 3, Highland Park Addition No. 6, City of Casper, Natrona County, Wyoming (hereinafter referred to as the "real property").

ARTICLE II: PURCHASE PRICE AND CLOSING COSTS

Buyer agrees to pay Seller the total sum of SIX HUNDRED ONE THOUSAND AND 00/100 DOLLARS (\$601,000.00) in cash in the following installments:

2.1 Sixty Thousand One Hundred Dollars (\$60,100.00) ("the Earnest Money") which the Buyer shall pay to Seller or Seller's verifiable designee within seven (7) consecutive business days after Seller's execution of this Agreement. Said funds to be deposited and held

separately in escrow at an FDIC insured bank account maintained by First American Title Company, 159 North Wolcott, Suite 250, Casper, Wyoming 82601, for escrow purposes and fully subject to the terms of this Agreement.

- 2.2 Five Thousand Dollars (\$5,000) which the Buyer shall pay to the Seller or Seller's verifiable designee within seven (7) consecutive business days after funding award from the Wyoming Community Development Authority.
- 2.3 One Thousand Dollars (\$1,000) as monthly installments due within seven (7) consecutive business days of the first of each month starting the month after the installment above (2.2 \$5,000 upon funding award). The monthly installments will stop the month of transaction close, approximately nine (9) months total = \$9,000.
- 2.4 Five Hundred Twenty-Six Thousand Dollars (\$526,900), (or whatever amount is necessary to equal the agreed purchase price), Buyer shall pay Seller the full balance of the Purchase Price due to the Seller in certified funds or by verifiable money wire transfer on at the Closing on the Closing Date.

The total funds must be paid by Buyer to Seller at or before the closing for the purchase of the real property.

Seller agrees to pay and be solely responsible for the title insurance premium attributable to the real property being sold and conveyed to the Buyer.

The Buyer agrees to pay and be solely responsible for the recording fee for the warranty deed from the Seller to the Buyer.

The Parties agree to equally split the costs of any closing agent's fee between them.

Seller agrees to pay the costs of recording all instruments as may be necessary to clear the title to the Seller's real property being conveyed under this Agreement.

ARTICLE III: WARRANTY DEED

The Seller agrees to convey, by warranty deed, all of its right, title, and interest in

and to the real property to the Buyer at closing, free and clear of all liens and encumbrances, except easements, covenants, and restrictive covenants and reservations of record.

ARTICLE IV: TAXES AND INSURANCE

There are no general real estate and personal property taxes levied currently against the real property, nor any special assessments levied against said real property prior to the execution of this Agreement.

ARTICLE V: POSSESSION AND CLOSING

Closing shall be held on or before the end of business on Wednesday, December 15, 2021, or as otherwise mutually agreed upon in writing (the "Closing Date") at the office of First American Title Insurance Company, 159 North Wolcott, Suite 250, Casper, Wyoming 82601, or at such other date and time as agreed to in writing by the Parties hereto.

Buyers shall have possession of the real property upon the successful closing and at the date and time of closing of this Agreement.

ARTICLE VI: TITLE INSURANCE

Seller agrees to furnish to the Buyer, at Seller's expense, a current commitment for an Owner's title insurance policy (the "Title Commitment") through First American Title Company, 159 North Wolcott, Suite 250, Casper, Wyoming 82601 in an amount equal to the purchase price of the real property, showing merchantable title in the Seller. Seller shall deliver the title insurance commitment to the Buyer prior to closing, after the approval of this Agreement by the Casper City Council, and shall further deliver the title insurance policy for this transaction to the Buyer without unreasonable delay after closing.

Title to the real property shall be merchantable in the Seller. If title is not merchantable, and Buyer provides written notice of such defects to Seller (the "Title Objections"), within 25 (twenty five) days prior to closing; Buyer may declare this Agreement void; however if title is not merchantable at Buyers' option, such requirement

may be waived by Buyer because the Seller purchased and provided the title insurance commitment to Buyer at Seller's expense. If the Buyer declares the Agreement void and of no effect due to non-merchantability, this Agreement will be void, and each party hereto shall be released from all obligations hereunder and the payments made previously hereunder shall be returned to Buyer. If the Buyer elects to accept the existing title insurance commitment in lieu of such merchantable title, the Buyer shall be deemed to have waived such defect. Seller shall pay the premium for such Owner's title insurance policy.

ARTICLE VII: INSPECTIONS/WARRANTY

Buyer hereby states that it has or had the opportunity to inspect the real property, including the land, soils, improvements, attachments, and fixtures thereof and accepts the real property, as is, in its current condition. Buyer hereby states that it is not relying upon any representation of warranty made by the Seller or any agent of the Seller, other than as set forth in this Agreement.

Buyer hereby states that it is purchasing the real property, improvements, and fixtures contained thereon **"AS IS."** **SELLER MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED REGARDING THE CONDITION, ENVIRONMENTAL OR OTHERWISE, OR THE MERCHANTABILITY OF THE REAL PROPERTY BEING SOLD TO BUYER PURSUANT TO THIS AGREEMENT, EXCEPT AS TO GOOD AND MERCHANTABLE TITLE OR THE ALTERNATIVE ACCEPTANCE OF TITLE INSURANCE, AS SET FORTH HEREIN.**

ARTICLE VIII: DEFAULT AND REMEDY PROVISIONS

Each Party hereto shall have all rights against the other Party for any default in the terms or conditions of this Agreement as provided by law, including the right to bring an action for specific performance of this Agreement as provided herein.

In the event Seller fails to close this Agreement, through no fault of the Buyer, the Buyer may declare, in writing that this Agreement is null and void, or seek specific performance.

In the event the Buyer fails to close this Agreement, through no fault of the Seller, Seller will have the right to retain the earnest deposit as liquidated damages and to further declare, in writing, that this Agreement for the sale and purchase of real estate is null and void.

ARTICLE IX: RISK OF LOSS

Risk of loss of the real property shall remain with the Seller until the Seller delivers its warranty deed to the Buyer at closing, at which time the risk of loss of the real property shall pass to Buyer.

ARTICLE X: CONTRACT CONTINGENCY

The parties understand that the City must comply with the requirements of Section 15-1-112 of the Wyoming Statutes before the City can sell its real property. Pursuant to this statutory provision, this Agreement and its terms and conditions are all subject to final approval by the Casper City Council following a public hearing, notice of which has to be published at least once each week for three consecutive weeks. In the event this Agreement is not approved by the Casper City Council following the public hearing, then this Agreement shall be null and void, the earnest money returned and with no remedy between the parties.

ARTICLE XI: USE OF BROKERS

Seller and Buyer acknowledge and agree that no broker brought about, or participated in, this transaction. Each Party agrees to be solely responsible for any and all costs and expenses arising from any claims for brokerage for representation of such Party. The other Party has no responsibility or liability for such claims and shall be protected, defended, and indemnified by the Party who was, or allegedly was, represented by or assisted by a broker.

ARTICLE XII: GENERAL AGREEMENTS OF THE PARTIES

The Buyer hereby further represents to the Seller that, because Federal Funds

may be used in the Buyer's purchase described according to the terms and conditions of this Agreement, the Buyer believes and asserts that it is required to disclose to the Seller the following information:

- A) The sale is voluntary. If the Seller does not wish to sell, the Casper Housing Authority will not acquire the property. The Housing Authority does not have the power to acquire Seller's property by condemnation or through the power of eminent domain; and,
- B) The Buyer estimates the fair market value of the Property to be **Six Hundred One Thousand Dollars (\$601,000.00)**. That price, as set forth according to the terms and conditions of this Agreement, represents the Buyer's asking price to purchase the Property and, the Buyer in good faith believes, is reasonably comparable to sales of similar properties in the Casper area at this time.

Since the Buyer's purchase of the Property according to the terms and conditions of this Agreement is intended by the parties to represent a voluntary, arm's length transaction, the Buyer does not understand or believe that the Seller would not be eligible for relocation payments or other relocation assistance under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (as amended) or any other similar relevant law or regulation. Also, as indicated in this Agreement, this offer is made on the condition that no tenant will be permitted to occupy the Property before the Closing of the transaction described in this agreement is completed.

Each individual executing this Agreement for and on behalf of the Parties hereby state that they have the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and intended hereby.

Failure of either Party to exercise any remedy otherwise provided for herein at the time of any default shall not operate as a waiver of such Party's right to exercise any such remedy for the same or any subsequent default.

This Agreement shall constitute the entire understanding and agreement of the Parties, and no amendment or modification of the terms of this Agreement shall be valid or enforceable unless made in writing and executed by all Parties hereto.

The Parties specifically agree that all prior agreements between them, oral or written, regarding the sale and purchase of the real property are hereby contained, set forth and merged in this Agreement.

This Agreement may be executed in more than one copy, each copy of which shall serve as an original for all purposes; but all copies shall constitute but one and the same agreement.

Each Party agrees to produce at closing any and all necessary documentation to enable the closing agent to close this transaction including, but not limited to, properly executed lien or mortgage releases, deeds, and W-9 forms.

This Agreement shall be binding upon the parties hereto, and their respective successors, heirs, grantees and assigns.

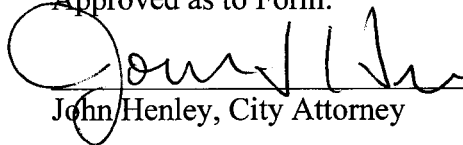
Any and all notices required to be made under the terms of this Agreement shall be made by mailing said notice to the other Party at the other Party's address as stated and set forth above, or at such other address specified in writing by any Party to the other Parties by United States First Class, Certified Mail, Return Receipt Requested.

The Parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, but nothing in the paragraph shall limit or void the provisions of Article VII: Inspections and Warranty or Article VIII: Default and Remedy Provisions, as stated above.

The Seller does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and the Seller specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Approved as to Form:



John Henley, City Attorney

CITY OF CASPER, WYOMING,
A Municipal Corporation, Seller:

By: _____
Steven K. Freel, Mayor

Attest:

City Clerk

Buyer:

Casper Housing Authority
Kim Summerall-Wright, Executive Director

The Seller does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and the Seller specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Approved as to Form:

John Henley, City Attorney

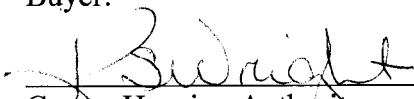
CITY OF CASPER, WYOMING,
A Municipal Corporation, Seller:

By: _____
Steven K. Freel, Mayor

Attest:

City Clerk

Buyer:



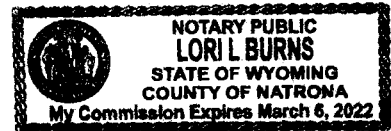
Casper Housing Authority
Kim Summerall-Wright, Executive Director

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The forgoing Real Estate Purchase Agreement was acknowledged before me on this 25th day of November, 2020 by Kim Summerall-Wright (Casper Housing Authority).

Lori L Burns
(Signature of notarial officer)

[My Commission Expires: March 6, 2022



RESOLUTION NO. 20-231

A RESOLUTION ACCEPTING THE HIGH BID FOR THE SALE OF THE "FORMER BEVERLY STREET BALLFIELDS PROPERTY" AND APPROVING A REAL ESTATE PURCHASE AGREEMENT ON THE SALE OF THE REAL PROPERTY LOCATED AT APPROXIMATELY 1032 SOUTH BEVERLY STREET

WHEREAS, the City of Casper is the owner of real property described as the "Former Beverly Street Ballfields Property," located at approximately 1032 South Beverly Street, and more particularly described as Lots 2 and 3, Highland Park Addition No. 6 to the City of Casper; and,

WHEREAS, pursuant to W.S. §15-1-112(a), an advertisement of the sale, describing the property and the terms of the sale, was published once each week for three (3) consecutive weeks in the Casper Star Tribune of the property; and,

WHEREAS, the Casper Housing Authority was determined to be the highest responsible bidder for said real property; and,

WHEREAS, a Real Estate Purchase Agreement has been prepared for the transfer of said real property from the City of Casper to the Casper Housing Authority, pursuant to the terms and conditions of the public notice; and,

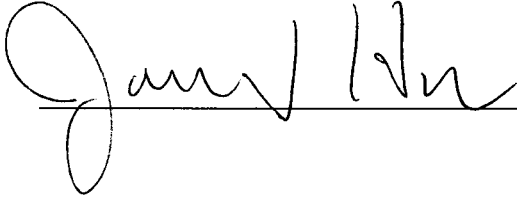
WHEREAS, the governing body of the City of Casper finds that the real property described herein should be sold to the Casper Housing Authority.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the highest bid for the property described above is hereby accepted, under the terms of the Real Estate Purchase Agreement between the City and the Casper Housing Authority, and the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, the Real Estate Purchase Agreement.

BE IT FURTHER RESOLVED that Liz Becher, Community Development Director, or her designee, is hereby authorized to close this transaction, and to sign any and all legal documents as are necessary to close on and complete the sale of the above described real property by the City of Casper, Wyoming.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2020.

APPROVED AS TO FORM:



A handwritten signature in cursive script, appearing to read "Fleur D. Tremel", is written over a horizontal line.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Steven K. Freel
Mayor

November 2, 2020

MEMO TO: J. Carter Napier, City Manager *JCN*

FROM: Fleur Tremel, Assistant to the City Manager/City Clerk *FT*
Carla Mills-Laatsch, Licensing Specialist *OMLS*

SUBJECT: Public Hearing Date for a Transfer of Ownership for Retail Liquor License No. 11 from Partytime Inc. d/b/a Partytime Liquors, Located at 1335 South McKinley Street to JJBB, LLC d/b/a Partytime Liquors, Located at 1335 South McKinley Street.

Meeting Type & Date

Regular Council Meeting
December 1, 2020

Action type

Public Hearing
Minute Action

Recommendation

That Council, by minute action, consider the application for a transfer of ownership for retail liquor license No. 11 Partytime Inc., d/b/a Partytime Liquors located at 1335 South McKinley Street to JJBB, LLC d/b/a Partytime Liquors, located at 1335 South McKinley Street.

Summary

An application has been received requesting a transfer of ownership for retail liquor license No. 11 Partytime Inc., d/b/a Partytime Liquors located at 1335 South McKinley Street to JJBB, LLC d/b/a Partytime Liquors, located at 1335 South McKinley Street.

Retail liquor license No. 11 is currently owned by Gary and Karen Hayden each having 50% membership interest. If approved, John Boulanger will own 100% of the membership interest. This license will remain active.

As required by Municipal Code 05.08.080, a notice was published in a local newspaper once a week for two consecutive weeks. As required by State Statute 12-4-104(a) it is being advertised on the City's website (www.casperwy.gov).

Financial Considerations

City will receive \$100 if this license is approved.

Oversight/Project Responsibility

Carla Mills-Laatsch, Licensing Specialist

Attachments

Copy of Application

Affidavit of Website Publication

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:	_____	
Trf from:	_____	
Reviewer:	Initials	Date
Agent:	_____	____/____/____
Chief:	_____	____/____/____

To be completed by City/County Clerk

Local License #: Retail

License Fees Annual Fee: \$ 1500.00 Date filed with clerk: 10 130 12020

Prorated Fee: \$ _____ Advertising Dates: (2 Weeks) November 20 & November 27, 2020

Transfer Fee: \$ 100.00 Hearing Date: 12 101 12020

Publishing Fee: \$ _____ Publishing Fee Direct Billed to Applicant:

License Term: 12 1 02 12020 Through 03 1 31 12021

Month Day Year Month Day Year

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THIS APPLICATION. THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: JBB LLC

Trade/Business Name (dba): DBA Partytime Liquor

Building to be licensed/Building Address: 1335 S. McKinley St
Number & Street

Casper WY 82601 Natrona
City State Zip County

Mailing Address: 2080 Preserve Cir #102
Number & Street or P.O. Box

Casper WY 82609
City State Zip

Business Telephone Number: (307) 235-1050 Fax Number: ()

E-Mail Address: jombaulanger@icloud.com

Brief legal description and the zoning of the licensed building or site for licensed building: W.S. 12-4-102 (a) (vi)
Kenwood Lot 53 and N12 Lot 54

<p>FILING FOR</p> <p><input type="checkbox"/> NEW LICENSE</p> <p><input type="checkbox"/> TRANSFER OF LOCATION</p> <p><input checked="" type="checkbox"/> TRANSFER OWNERSHIP</p> <p>FORMERLY HELD BY: <u>Gary Hayden</u></p>	<p>FILING IN (CHOOSE ONLY ONE)</p> <p><input checked="" type="checkbox"/> CITY OF: <u>Casper</u></p> <p><input type="checkbox"/> COUNTY OF: _____</p> <p><input type="checkbox"/> ASSIGNMENT LETTER ATTACHED</p>	<p>FILING AS (CHOOSE ONLY ONE)</p> <p><input type="checkbox"/> INDIVIDUAL</p> <p><input type="checkbox"/> PARTNERSHIP</p> <p><input type="checkbox"/> LP/LLP</p> <p><input checked="" type="checkbox"/> LLC</p> <p><input type="checkbox"/> CORPORATION</p> <p><input type="checkbox"/> LTD PARTNERSHIP</p> <p><input type="checkbox"/> ORGANIZATION</p> <p><input type="checkbox"/> OTHER _____</p>
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TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

<p><input type="checkbox"/> RETAIL LIQUOR LICENSE ON-PREMISE ONLY (BAR)</p> <p><input checked="" type="checkbox"/> OFF-PREMISE ONLY (PACKAGE STORE)</p> <p><input type="checkbox"/> COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)</p>	<p><input type="checkbox"/> RESTAURANT LIQUOR LICENSE</p> <p><input type="checkbox"/> RESORT LIQUOR LICENSE</p> <p><input type="checkbox"/> BAR AND GRILL</p> <p>LIMITED RETAIL (CLUB)</p> <p><input type="checkbox"/> VETERANS CLUB</p> <p><input type="checkbox"/> FRATERNAL CLUB</p> <p><input type="checkbox"/> GOLF CLUB</p> <p><input type="checkbox"/> SOCIAL CLUB</p>	<p><input type="checkbox"/> MICROBREWERY</p> <p><input type="checkbox"/> WINERY</p> <p><input type="checkbox"/> DISTILLERY SATELLITE</p> <p><input type="checkbox"/> WINERY SATELLITE</p> <p><input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT</p> <p>SPECIAL DESIGNATIONS</p> <p><input type="checkbox"/> CONVENTION FACILITY</p> <p><input type="checkbox"/> CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM</p> <p><input type="checkbox"/> GOLF CLUB</p> <p><input type="checkbox"/> GUEST RANCH</p> <p><input type="checkbox"/> RESORT</p>
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To Assist the Liquor Division with scheduling inspections: **WHEN DO YOU OPERATE?**

FULL TIME (e.g. Jan through Dec) SEASONAL/PART-TIME NON-OPERATIONAL/PARKED

(specify months of operation) DAYS OF WEEK (e.g. Mon through Sat) HOURS OF OPERATION (e.g. 10a - 2a)

from Jan to Dec from _____ to _____ from _____ to _____

ALL APPLICANTS MUST COMPLETE QUESTIONS 1-6

- BUILDING OWNERSHIP: Does the applicant? W.S. 12-4-103 (a) (iii)
 - OWN the licensed building? YES (own) YES (lease)
 - LEASE the licensed building? (Lease must be through the term of the liquor license) YES (lease)

If Yes, please submit a copy of the lease and indicate:

 - When the lease expires, located on page _____ paragraph _____ of lease.
 - Where the Sales provision for alcoholic or malt beverages is located, on page _____ paragraph _____ of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

2. To operate your liquor business, have you assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license and the licensed building? W.S. 12-4-601 (b) YES NO
3. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403
- (a) Hold any interest in the license applied for? YES NO
 - (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business? YES NO
 - (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs? YES NO
 - (d) If you answered YES to any of the above, explain fully and submit any documents in connection there within:

4. Does the applicant have any interest or intent to acquire an interest in any other liquor license issued by this licensing authority? W.S. 12-4-103 (b) YES NO
If "YES", explain: _____

6. If applicant is filing as an **Individual, Partnership or Club**: W.S. 12-4-102 (a) (ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip <i>DO NOT LIST PO BOXES</i>	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a **Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership**: W.S. 12-4-102 (a) (iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, and every officer, and every director must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip <i>DO NOT LIST PO BOXES</i>	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Jim Boulanger						YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

(If more information is required, list on a separate piece of paper and attach to this application)

7. BAR AND GRILL LICENSE:

Have you submitted a valid food service permit or application? W.S. 12-4-413 (a) YES NO

8. RESTAURANT LICENSE:

(a) Give a description of the dispensing room(s) and state where it is located in the building. W.S. 12-4-408 (b) (e.g. 10 x 12 room in SE corner of building): _____

(b) Have you submitted a valid food service permit or application? W.S. 12-4-407 (a) YES NO

(c) Have you attached a drawing of the establishment that includes the restaurant dispensing room(s)? W.S. 12-4-410 (f) YES NO

9. RESORT LICENSE:

Does the resort complex:

(a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i) YES NO

(b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii) YES NO

(c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii) YES NO

(d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended at least one million dollars (\$1,000,000.00)? W.S. 12-4-401(b)(iv) YES NO

(e) Are you contracting/leasing the food and beverage services? W.S. 12-4-403(b)
 1. If Yes, have you submitted a copy of the food and beverage contract/lease? YES NO

10. MICROBREWERY LICENSE:

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) YES NO

(a) If "YES", please specify type: RETAIL RESTAURANT RESORT BAR AND GRILL WINERY

(b) Do you self distribute your products? W.S. 12-2-201(a) (Requires wholesaler license with the Liquor Division) YES NO

(c) Do you distribute your products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires authorization to sell license with the Liquor Division) YES NO

11. WINERY LICENSE:

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) YES NO

(a) If "YES", please specify type: RETAIL RESTAURANT RESORT BAR AND GRILL MICROBREWERY

12. LIMITED RETAIL (CLUB) LICENSE:

FRATERNAL CLUBS W.S. 12-1-101(a)(iii)(B)

(a) Has the fraternal organization been actively operating in at least thirty-six (36) states? YES NO

(b) Has the fraternal organization been actively in existence for at least twenty (20) years? YES NO

13. LIMITED RETAIL (CLUB) LICENSE:

VETERANS CLUBS W.S. 12-1-101(a)(iii)(A):

(a) Does the Veteran's organization hold a charter by the Congress of the United States? YES NO

(b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary? YES NO

14. LIMITED RETAIL (CLUB) LICENSE:

GOLF CLUBS W.S. 12-1-101(a)(iii)(D)/W.S. 12-4-301(e):

(a) Do you have more than fifty (50) bona fide members? YES NO

(b) Do you own, maintain, or operate a bona fide golf course together with clubhouse? YES NO

(c) Are you a political subdivision of the state that owns, maintains, or operates a golf course? YES NO

1. Are you contracting/leasing the food and beverage services? W.S. 12-5-201(g) YES NO

2. If Yes, have you submitted a copy of the food and beverage contract/lease? YES NO

15. LIMITED RETAIL (CLUB) LICENSE:

SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E)/W.S. 12-4-301(b):

- (a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located? YES NO
- (b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state? YES NO
- (c) Is the club qualified as a tax exempt organization under the Internal Revenue Service? YES NO
- (d) Has the club been in continuous operation for a period of not less than one (1) year? YES NO
- (e) Has the club received twenty-five dollars (\$25.00) from each bona fide member as recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues? YES NO
- (f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club? YES NO
- (g) Have you filed a true copy of your bylaws with this application? YES NO
- (h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? (Petition Attached) YES NO

REQUIRED ATTACHMENTS:

- A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102 (a) (vi).
- Restaurants: include a drawing of the establishment that includes the dispensing room(s) W.S. 12-4-410 (f).
- Attach any lease agreements (especially for resort/political subdivisions leasing out food & beverage services) W.S. 12-4-103 (a) (iii)/ W.S. 12-4-403(b)/W.S. 12-4-301(e).
- If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer W.S. 12-4-601 (b).

OATH OR VERIFICATION

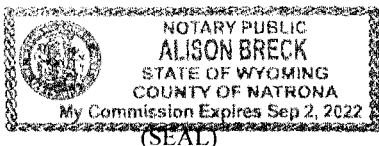
(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, or TWO (2) Corporate Officers or Directors except that if all the stock of the corporation is owned by ONE (1) individual then that individual may sign and verify the application upon his oath, or TWO (2) Club Officers.) W.S. 12-4-102(b)

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)
) SS.
COUNTY OF Natrona)

Signed and sworn to before me on this 28 day of October, 2020 that the facts alleged in the foregoing instrument are true by the following:

- | | | | |
|----|-----------------------------------|--|---------------------------------|
| 1) | <u>[Signature]</u>
(Signature) | <u>Jon Boulanger</u>
(Printed Name) | <u>Managing Member</u>
Title |
| 2) | _____
(Signature) | _____
(Printed Name) | _____
Title |
| 3) | _____
(Signature) | _____
(Printed Name) | _____
Title |
| 4) | _____
(Signature) | _____
(Printed Name) | _____
Title |
| 5) | _____
(Signature) | _____
(Printed Name) | _____
Title |
| 6) | _____
(Signature) | _____
(Printed Name) | _____
Title |



Witness my hand and official seal:

[Signature]
Signature of Notary Public

My commission expires: 9/2/2022

AFFIDAVIT OF WEBSITE PUBLICATION

State of Wyoming)
County of Natrona)

I, the undersigned, being in the employ of the City of Casper and responsible for the publishing and posting of notices for the Casper City Council's public hearings concerning liquor licensing, and knowing the facts herein set forth do solemnly swear that:

- Notice of the public hearing set forth below was posted continually on the City of Casper website in accordance with W.S. 12-4-104. The said posting commenced on 11/18/2020 and ended on 12/01/2020 and
- Attached is image of the Notice as actually posted on the City of Casper website (www.caserwy.gov) for the entire period referenced above.

By: Carla Mills Saatchi

Date: 11/19/2020

Title: Licensing Specialist

Scribed in my presence and sworn before me on this

19th day of November, 2020

Christa K. Wiggs





Provide to City of Casper Central Records

TRANSFER OF OWNERSHIP FOR RETAIL LIQUOR LICENSE

An application for a transfer of ownership for Retail Liquor License No. 11, JJBB, LLC dba Partytime Liquor, located at 1335 South McKinley Street has been received in this office. Public Hearing on said application will be held on December 1, 2020, at 6:00 p.m. in the City Council Chambers at 200 North David, Casper, Wyoming.

November 18, 2020

MEMO TO: J. Carter Napier, City Manager 

FROM: Fleur Tremel, Assistant to the City Manager/City Clerk ⁷⁷
Carla Mills-Laatsch, Licensing Specialist 

SUBJECT: Public Hearing Date for a Transfer of Ownership for Retail Liquor License No. 17 L & L Liquors, Inc., d/b/a Liquor Shed, Located at 4241 East 2nd Street

Meeting Type & Date

Regular Council Meeting
December 1, 2020

Action type

Public Hearing
Minute Action

Recommendation

That Council, by minute action, consider the application for a transfer of ownership for retail liquor license No. 17 L & L Liquors, Inc., d/b/a Liquor Shed, located at 4241 East 2nd Street.

Summary

An application has been received requesting a transfer of ownership for retail liquor license No. 17 L & L Liquors, Inc., d/b/a Liquor Shed, located at 4241 East 2nd Street.

Retail Liquor License No. 17 was owned by Steven P. and Paulette J. Carlson, each owning 50% of membership interest. In August, they sold 33.33% of the membership interest to Whitney B. Carlson. Leaving Paulette J Carlson owning 33.34% of the membership interest and Steven P. Carlson owning 33.33% of membership interest. Municipal Code 5.08.050 states that whenever an interest of more than ten percent of the whole interest in any corporation, association or organization holding a retail liquor license is sought to be sold, assigned or otherwise transferred a new application shall first be filed with the City Clerk and no such sale, assignment or transfer shall be made without the prior approval of the City Council. Since more than 10% is being sold, a transfer application would be necessary.

As required by Municipal Code 05.08.080, a notice was published in a local newspaper once a week for two consecutive weeks. As required by State Statute 12-4-104(a) it is being advertised on the City's website (www.casperwy.gov).

Financial Considerations

City will receive \$100 if this license is approved.

Oversight/Project Responsibility

Carla Mills-Laatsch, Licensing Specialist

Attachments

Copy of Application

Affidavit of Website Publication

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY			
Customer #:	_____		
Trf from:	_____		
Reviewer:	Initials	Date	
Agent:		/ /	/ /
Chief:		/ /	/ /

To be completed by City/County Clerk

Local License #: Retail 17

License Fees Annual Fee: \$ 1500.00 Date filed with clerk: 11 / 14 / 2020

Prorated Fee: \$ _____ Advertising Dates: (2 Weeks) November 20 & November 22, 2020

Transfer Fee: \$ 100.00 Hearing Date: 12 / 1 / 2020

Publishing Fee: \$ _____

Publishing Fee Direct Billed to Applicant:

License Term: 12 / 2 / 2020 Through 3 / 31 / 2021

Month Day Year Month Day Year

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: L&L LIQUORS, INC.

Trade/Business Name (dba): LIQUOR SHED

Building to be licensed/Building Address: 4241 E. 2ND ST.

Number & Street

CASPER WY 82609 NATRONA

City State Zip County

Mailing Address: 4241 E. 2ND ST.

Number & Street or P.O. Box

CASPER WY 82609

City State Zip

Business Telephone Number: (307) 237-7110 Fax Number: (307) 237-8153

E-Mail Address: liquorshed@yahoo.com

Brief legal description and the zoning of the licensed building or site for licensed building: W.S. 12-4-102 (a) (vi) Lot 6, REPLAT OF LUKER ADDITION, CITY OF CASPER, WY, ZONED C-4

<p>FILING FOR</p> <p><input type="checkbox"/> NEW LICENSE</p> <p><input type="checkbox"/> TRANSFER OF LOCATION</p>	<p>FILING IN (CHOOSE ONLY ONE)</p> <p><input checked="" type="checkbox"/> CITY OF: _____</p> <p><input type="checkbox"/> COUNTY OF: _____</p>	<p>FILING AS (CHOOSE ONLY ONE)</p> <p><input type="checkbox"/> INDIVIDUAL</p> <p><input type="checkbox"/> PARTNERSHIP</p> <p><input type="checkbox"/> LP/LLP</p> <p><input type="checkbox"/> LLC</p> <p><input checked="" type="checkbox"/> CORPORATION</p> <p><input type="checkbox"/> LTD PARTNERSHIP</p> <p><input type="checkbox"/> ORGANIZATION</p> <p><input type="checkbox"/> OTHER _____</p>
<p><input checked="" type="checkbox"/> TRANSFER OWNERSHIP</p> <p>FORMERLY HELD BY: _____</p>		<p><input type="checkbox"/> ASSIGNMENT LETTER ATTACHED</p>

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

<p><input type="checkbox"/> RETAIL LIQUOR LICENSE ON-PREMISE ONLY (BAR)</p> <p><input type="checkbox"/> OFF-PREMISE ONLY (PACKAGE STORE)</p> <p><input checked="" type="checkbox"/> COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)</p>	<p><input type="checkbox"/> RESTAURANT LIQUOR LICENSE</p> <p><input type="checkbox"/> RESORT LIQUOR LICENSE</p> <p><input type="checkbox"/> BAR AND GRILL</p> <p>LIMITED RETAIL (CLUB)</p> <p><input type="checkbox"/> VETERANS CLUB</p> <p><input type="checkbox"/> FRATERNAL CLUB</p> <p><input type="checkbox"/> GOLF CLUB</p> <p><input type="checkbox"/> SOCIAL CLUB</p>	<p><input type="checkbox"/> MICROBREWERY</p> <p><input type="checkbox"/> WINERY</p> <p><input type="checkbox"/> DISTILLERY SATELLITE</p> <p><input type="checkbox"/> WINERY SATELLITE</p> <p><input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT</p> <p>SPECIAL DESIGNATIONS</p> <p><input type="checkbox"/> CONVENTION FACILITY</p> <p><input type="checkbox"/> CIVIC CENTER/EVENT CENTER/PUBLIC AUDITORIUM</p> <p><input type="checkbox"/> GOLF CLUB</p> <p><input type="checkbox"/> GUEST RANCH</p> <p><input type="checkbox"/> RESORT</p>
---	---	---

To Assist the Liquor Division with scheduling inspections: **WHEN DO YOU OPERATE?**

FULL TIME (e.g. Jan through Dec) (specify months of operation) from _____ to _____

SEASONAL/PART-TIME DAYS OF WEEK (e.g. Mon through Sat) from MON to SUN

NON-OPERATIONAL/PARKED

HOURS OF OPERATION (e.g. 10a - 2a)

MON-THU 8AM - 10PM

FRI-SAT 8AM to 10:30PM

SUN 10am - 6pm

ALL APPLICANTS MUST COMPLETE QUESTIONS 1-6

1. BUILDING OWNERSHIP: Does the applicant? W.S. 12-4-103 (a) (iii)

(1) **OWN** the licensed building? YES (own) YES (lease)

(2) **LEASE** the licensed building? (Lease must be through the term of the liquor license)

If Yes, please submit a copy of the lease and indicate:

(A) When the lease expires, located on page _____ paragraph _____ of lease.

(B) Where the Sales provision for alcoholic or malt beverages is located, on page _____ paragraph _____ of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

7. BAR AND GRILL LICENSE:

Have you submitted a valid food service permit or application? W.S. 12-4-413 (a) YES NO

8. RESTAURANT LICENSE:

(a) Give a description of the dispensing room(s) and state where it is located in the building. W.S. 12-4-408 (b) (e.g. 10 x 12 room in SE corner of building): _____

(b) Have you submitted a valid food service permit or application? W.S. 12-4-407 (a) YES NO

(c) Have you attached a drawing of the establishment that includes the restaurant dispensing room(s)? W.S. 12-4-410 (f) YES NO

9. RESORT LICENSE:

Does the resort complex:

(a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i) YES NO

(b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii) YES NO

(c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii) YES NO

(d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended at least one million dollars (\$1,000,000.00)? W.S. 12-4-401(b)(iv) YES NO

(e) Are you contracting/leasing the food and beverage services? W.S. 12-4-403(b)
1. If Yes, have you submitted a copy of the food and beverage contract/lease? YES NO

10. MICROBREWERY LICENSE:

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) YES NO

(a) If "YES", please specify type: RETAIL RESTAURANT RESORT BAR AND GRILL WINERY

(b) Do you self distribute your products? W.S. 12-2-201(a) (Requires wholesaler license with the Liquor Division) YES NO

(c) Do you distribute your products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires authorization to sell license with the Liquor Division) YES NO

11. WINERY LICENSE:

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) YES NO

(a) If "YES", please specify type: RETAIL RESTAURANT RESORT BAR AND GRILL MICROBREWERY

12. LIMITED RETAIL (CLUB) LICENSE:

FRATERNAL CLUBS W.S. 12-1-101(a)(iii)(B)

(a) Has the fraternal organization been actively operating in at least thirty-six (36) states? YES NO

(b) Has the fraternal organization been actively in existence for at least twenty (20) years? YES NO

13. LIMITED RETAIL (CLUB) LICENSE:

VETERANS CLUBS W.S. 12-1-101(a)(iii)(A):

(a) Does the Veteran's organization hold a charter by the Congress of the United States? YES NO

(b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary? YES NO

14. LIMITED RETAIL (CLUB) LICENSE:

GOLF CLUBS W.S. 12-1-101(a)(iii)(D)/W.S. 12-4-301(e):

(a) Do you have more than fifty (50) bona fide members? YES NO

(b) Do you own, maintain, or operate a bona fide golf course together with clubhouse? YES NO

(c) Are you a political subdivision of the state that owns, maintains, or operates a golf course? YES NO

1. Are you contracting/leasing the food and beverage services? W.S. 12-5-201(g) YES NO

2. If Yes, have you submitted a copy of the food and beverage contract/lease? YES NO

2. To operate your liquor business, have you assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license and the licensed building? W.S. 12-4-601 (b) YES NO
3. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403
- (a) Hold any interest in the license applied for? YES NO
- (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business? YES NO
- (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs? YES NO
- (d) If you answered YES to any of the above, explain fully and submit any documents in connection there within:
-
4. Does the applicant have any interest or intent to acquire an interest in any other liquor license issued by this licensing authority? W.S. 12-4-103 (b) YES NO
- If "YES", explain: _____
5. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102 (a) (ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip <i>DO NOT LIST PO BOXES</i>	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102 (a) (iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, and every officer, and every director must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip <i>DO NOT LIST PO BOXES</i>	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
PAULETTE J. CARLSON						YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
STEVEN P. CARLSON						YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
WHITNEY B. CARLSON						YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

(If more information is required, list on a separate piece of paper and attach to this application)

15. LIMITED RETAIL (CLUB) LICENSE:

SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E)/W.S. 12-4-301(b):

- (a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located? YES NO
- (b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state? YES NO
- (c) Is the club qualified as a tax exempt organization under the Internal Revenue Service? YES NO
- (d) Has the club been in continuous operation for a period of not less than one (1) year? YES NO
- (e) Has the club received twenty-five dollars (\$25.00) from each bona fide member as recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues? YES NO
- (f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club? YES NO
- (g) Have you filed a true copy of your bylaws with this application? YES NO
- (h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? (Petition Attached) YES NO

REQUIRED ATTACHMENTS:

- A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102 (a) (vi).
- Restaurants: include a drawing of the establishment that includes the dispensing room(s) W.S. 12-4-410 (f).
- Attach any lease agreements (especially for resort/political subdivisions leasing out food & beverage services) W.S. 12-4-103 (a) (iii)/ W.S. 12-4-403(b)/W.S. 12-4-301(e).
- If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer W.S. 12-4-601 (b).

OATH OR VERIFICATION

(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, or TWO (2) Corporate Officers or Directors except that if all the stock of the corporation is owned by ONE (1) individual then that individual may sign and verify the application upon his oath, or TWO (2) Club Officers.) W.S. 12-4-102(b)

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

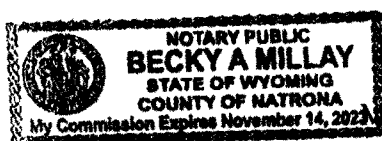
STATE OF WYOMING)
) SS.
COUNTY OF NATRONA)

Signed and sworn to before me on this 4TH day of NOVEMBER,

2020 that the facts alleged in the foregoing instrument are true by the following:

- | | | | |
|----|---|--|---------------------------|
| 1) | <u>Paulette J. Carlson</u>
(Signature) | <u>PAULETTE J. CARLSON</u>
(Printed Name) | <u>PRES.</u>
Title |
| 2) | <u>[Signature]</u>
(Signature) | <u>STEVEN P. CARLSON</u>
(Printed Name) | <u>SEC/TREAS</u>
Title |
| 3) | _____
(Signature) | _____
(Printed Name) | _____
Title |
| 4) | _____
(Signature) | _____
(Printed Name) | _____
Title |
| 5) | _____
(Signature) | _____
(Printed Name) | _____
Title |
| 6) | _____
(Signature) | _____
(Printed Name) | _____
Title |

Witness my hand and official seal:



Becky A Millay
Signature of Notary Public

(SEAL)

My commission expires: 11-14-2023

AFFIDAVIT OF WEBSITE PUBLICATION

State of Wyoming)
County of Natrona)

I, the undersigned, being in the employ of the City of Casper and responsible for the publishing and posting of notices for the Casper City Council's public hearings concerning liquor licensing, and knowing the facts herein set forth do solemnly swear that:

- Notice of the public hearing set forth below was posted continually on the City of Casper website in accordance with W.S. 12-4-104. The said posting commenced on 11/18/2020 and ended on 12/01/2020 and
- Attached is image of the Notice as actually posted on the City of Casper website (www.caserwy.gov) for the entire period referenced above.

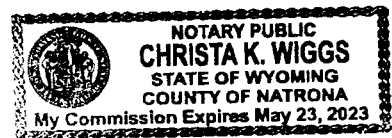
By: Carla Miel-Haaksh Date: 11/19/2020

Title: Licensing Specialist

Scribed in my presence and sworn before me on this

19th day of November, 2020

Christa K. Wiggs

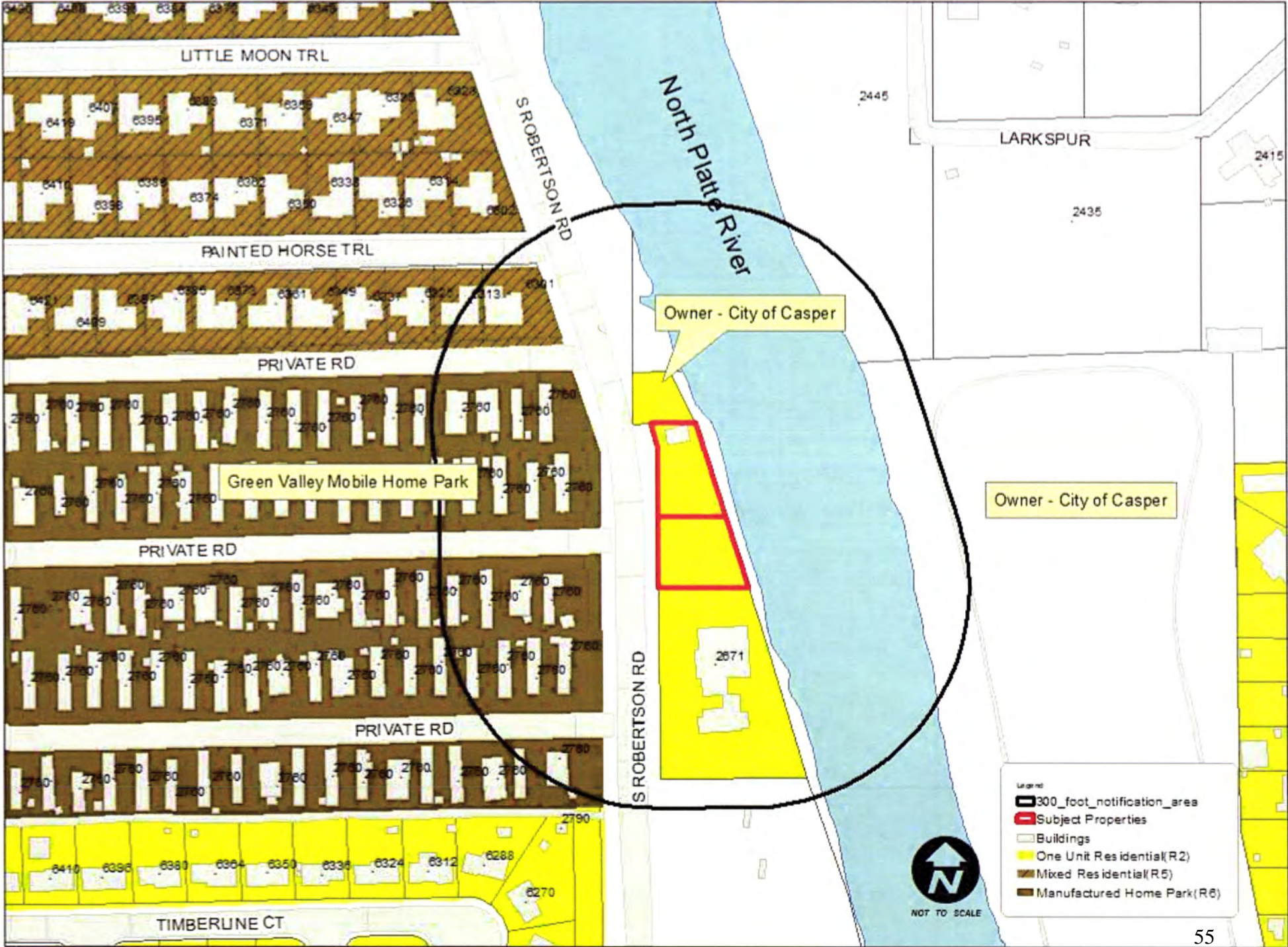


Provide to City of Casper Central Records

TRANSFER OF OWNERSHIP FOR RETAIL LIQUOR LICENSE

An application for a transfer of ownership for Retail Liquor License No. 17, L & L Liquor Inc., dba Liquor Shed, located at 4241 East 2nd Street Avenue has been received in this office. Public Hearing on said application will be held on December 1, 2020, at 6:00 p.m. in the City Council Chambers at 200 North David, Casper, Wyoming.

Proposed Rezone - Lots 3 & 4, Hembree Addition No. 2



ORDINANCE NO. 25-20

AN ORDINANCE APPROVING A ZONE CHANGE OF LOTS 3 AND 4, HEMBREE ADDITION NO. 2 IN THE CITY OF CASPER, WYOMING.

WHEREAS, an application has been made to rezone Lots 3 and 4, Hembree Addition No. 2, located east of Robertson Road, and directly north of 2671 South Robertson Road, from zoning classification R-2 (One Unit Residential) to C-2 (General Business); and,

WHEREAS, after a public hearing on October 15, 2020, the City of Casper Planning and Zoning Commission passed a motion recommending that City Council approve the zone change request; and,

WHEREAS, the governing body of the City of Casper finds that the above described zone change should be approved.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING:

SECTION 1:

Lots 3 and 4, Hembree Addition No. 2, are hereby rezoned from R-2 (One Unit Residential) to C-2 (General Business).

SECTION 2:

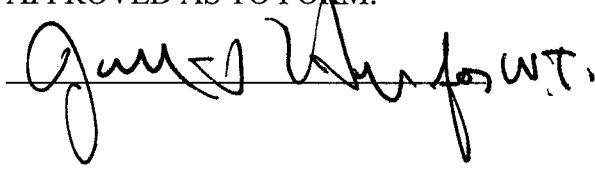
This ordinance shall be in full force and effect from and after passage on three readings and publication pursuant to law.

PASSED on 1st reading the 17th day of November, 2020.

PASSED on 2nd reading the ____ day of _____, 2020.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the day of _____, 2020.

APPROVED AS TO FORM:



A handwritten signature in black ink, appearing to read 'Fleur Tremel', written over a horizontal line.

ATTEST:

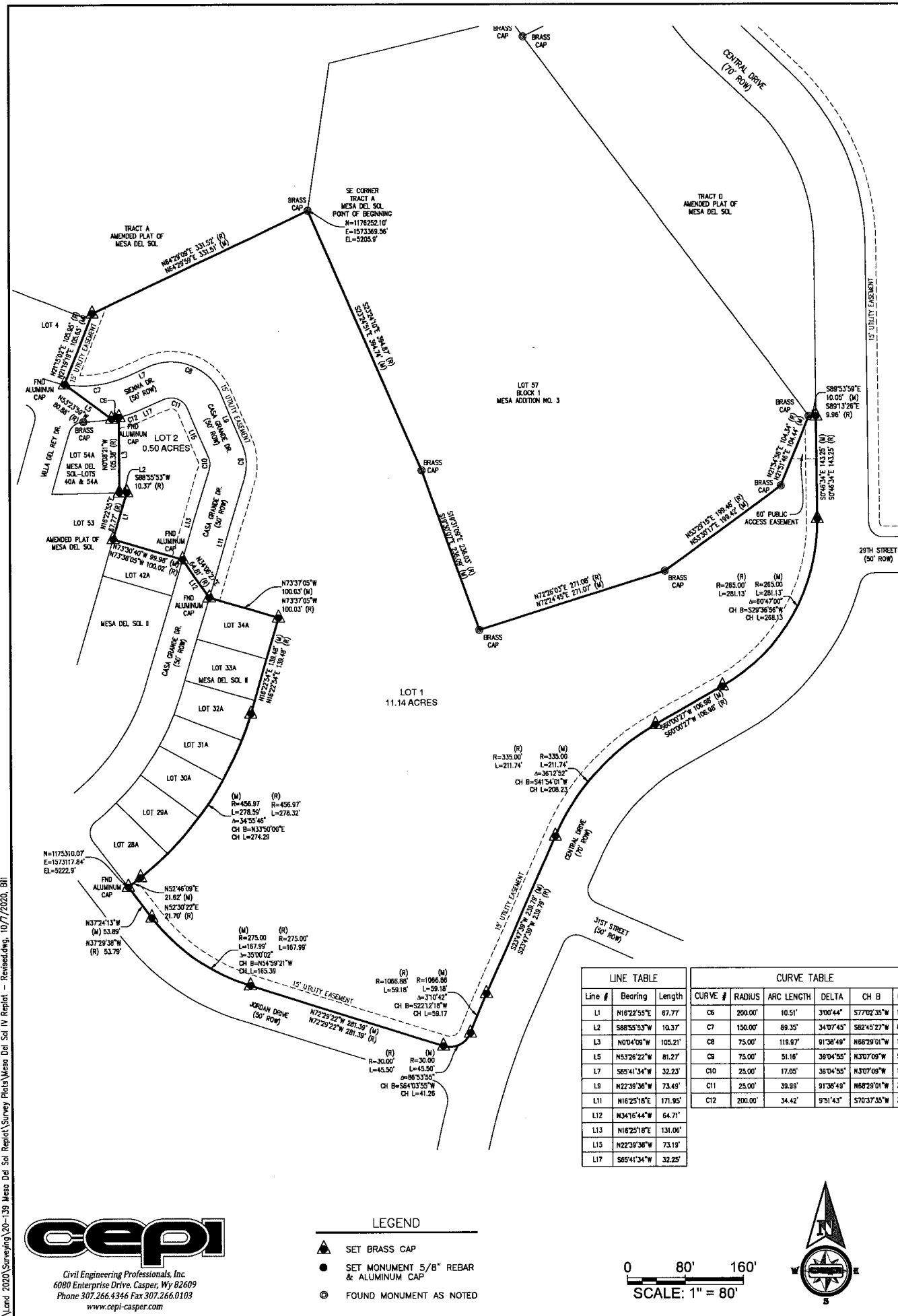
CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

Proposed Mesa Del Sol III Aerial Map





CERTIFICATE OF DEDICATION

STATE OF WYOMING }
 COUNTY OF NATRONA } SS

THE UNDERSIGNED, MESA NO. 3, LLC, WHOLLY OWNED BY RICOR PROPERTIES, LLC, DOES HEREBY CERTIFY THAT THEY ARE THE OWNERS AND PROPRIETORS OF THE FOLLOWING DESCRIBED PARCEL OF LAND SITUATE WITHIN THE S&E¼ OF SECTION 18, T.33N., R.79W., 6TH P.M., BEING A VACATION AND REPLAT OF MESA DEL SOL III ADDITION AND LOT 40A OF THE MESA DEL SOL - LOTS 40A AND 54A ADDITION TO THE CITY OF CASPER, WYOMING AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHEASTERLY CORNER OF THE PARCEL, ALSO BEING THE SOUTHEAST CORNER OF TRACT A OF THE AMENDED PLAT OF MESA DEL SOL, AND THE NORTHWESTERLY CORNER OF LOT 57, BLOCK 1, MESA ADDITION NO. 3, MONUMENTED BY A BRASS CAP AND BEING THE POINT OF BEGINNING;

THENCE S23°24'51"E, ALONG THE EAST LINE OF MESA DEL SOL III AND THE WEST LINE OF SAID LOT 57, BLOCK 1, MESA ADDITION NO. 3, A DISTANCE OF 394.74 FEET, MONUMENTED BY A BRASS CAP;

THENCE S19°30'07"E, ALONG THE EAST LINE OF MESA DEL SOL III AND THE WEST LINE OF SAID LOT 57, BLOCK 1, MESA ADDITION NO. 3, A DISTANCE OF 236.09 FEET, TO THE SOUTHWEST CORNER OF SAID LOT 57, MONUMENTED BY A BRASS CAP;

THENCE N72°24'45"E, ALONG THE NORTHERLY LINE OF MESA DEL SOL III AND THE SOUTHERLY LINE OF SAID LOT 57, BLOCK 1, MESA ADDITION NO. 3, A DISTANCE OF 271.07 FEET, TO AN ANGLE POINT, MONUMENTED BY A BRASS CAP;

THENCE N43°35'17"E, ALONG THE NORTHERLY LINE OF MESA DEL SOL III AND THE SOUTHERLY LINE OF SAID LOT 57, BLOCK 1, MESA ADDITION NO. 3, A DISTANCE OF 199.42 FEET, TO AN ANGLE POINT, MONUMENTED BY A BRASS CAP;

THENCE N21°51'46"E, ALONG THE NORTHERLY LINE OF MESA DEL SOL III AND THE SOUTHERLY LINE OF SAID LOT 57, BLOCK 1, MESA ADDITION NO. 3, A DISTANCE OF 104.44 FEET, TO THE SOUTHWEST CORNER OF SAID LOT 57, THE SOUTHWEST CORNER OF TRACT O, AMENDED PLAT OF MESA DEL SOL, AND THE NORTHERLY CORNER OF MESA DEL SOL III, MONUMENTED BY A BRASS CAP;

THENCE S88°53'59"E, ALONG THE NORTHERLY LINE OF MESA DEL SOL III AND THE SOUTHERLY LINE OF SAID TRACT O, MESA DEL SOL, A DISTANCE OF 10.05 FEET TO THE NORTHERLY CORNER OF MESA DEL SOL III AND THE SOUTHEASTERLY CORNER OF SAID TRACT O, LOCATED ON THE WEST LINE OF CENTRAL DRIVE, MONUMENTED BY A BRASS CAP;

THENCE S00°46'34"E, ALONG THE EAST LINE OF MESA DEL SOL III AND THE WEST LINE OF CENTRAL DRIVE, A DISTANCE OF 143.25 FEET TO A POINT OF CURVATURE, MONUMENTED BY A BRASS CAP;

THENCE ALONG THE EAST LINE OF MESA DEL SOL III AND THE WEST LINE OF CENTRAL DRIVE AND A CURVE TO THE RIGHT HAVING A RADIUS OF 265.00 FEET, THROUGH A CENTRAL ANGLE OF 80°47'00", A DISTANCE OF 281.13 FEET, HAVING A CHORD BEARING OF S29°36'56"W, A DISTANCE OF 268.13 FEET TO THE END OF CURVE, MONUMENTED BY A BRASS CAP;

THENCE S60°00'27"W, ALONG THE EAST LINE OF MESA DEL SOL III AND THE WEST LINE OF CENTRAL DRIVE, A DISTANCE OF 106.98 FEET TO A POINT OF CURVATURE, MONUMENTED BY A BRASS CAP;

THENCE ALONG THE EAST LINE OF MESA DEL SOL III AND THE WEST LINE OF CENTRAL DRIVE AND A CURVE TO THE LEFT HAVING A RADIUS OF 335.00 FEET, THROUGH A CENTRAL ANGLE OF 36°12'52", A DISTANCE OF 211.74 FEET, HAVING A CHORD BEARING OF S41°54'01"W, A DISTANCE OF 208.23 FEET TO THE END OF CURVE, MONUMENTED BY A BRASS CAP;

THENCE S23°47'39"W, ALONG THE EAST LINE OF MESA DEL SOL III AND THE WEST LINE OF CENTRAL DRIVE, A DISTANCE OF 239.79 FEET TO A POINT OF CURVATURE, MONUMENTED BY A BRASS CAP;

THENCE ALONG THE EAST LINE OF MESA DEL SOL III AND THE WEST LINE OF CENTRAL DRIVE AND A CURVE TO THE LEFT HAVING A RADIUS OF 1066.86 FEET, THROUGH A CENTRAL ANGLE OF 03°16'42", A DISTANCE OF 59.18 FEET, HAVING A CHORD BEARING OF S22°12'18"W, A DISTANCE OF 59.17 FEET TO A POINT OF REVERSE CURVATURE, MONUMENTED BY A BRASS CAP;

THENCE ALONG THE EAST LINE OF MESA DEL SOL III AND THE WEST LINE OF CENTRAL DRIVE AND A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 86°53'55", A DISTANCE OF 45.50 FEET, HAVING A CHORD BEARING OF S64°03'55"W, A DISTANCE OF 41.26 FEET TO THE END OF CURVE, LOCATED ON THE NORTHERLY LINE OF JORDAN DRIVE, MONUMENTED BY A BRASS CAP;

THENCE N72°29'22"W, ALONG THE SOUTHERLY LINE OF MESA DEL SOL III AND THE NORTHERLY LINE OF JORDAN DRIVE, A DISTANCE OF 281.39 FEET TO A POINT OF CURVATURE, MONUMENTED BY A BRASS CAP;

THENCE ALONG THE SOUTHERLY LINE OF MESA DEL SOL III AND THE NORTHERLY LINE OF JORDAN DRIVE AND A CURVE TO THE RIGHT HAVING A RADIUS OF 275.00 FEET, THROUGH A CENTRAL ANGLE OF 35°00'02", A DISTANCE OF 167.99 FEET, HAVING A CHORD BEARING OF N54°59'21"W, A DISTANCE OF 165.39 FEET TO THE END OF CURVE, MONUMENTED BY A BRASS CAP;

THENCE N37°24'13"W, ALONG THE SOUTHERLY LINE OF MESA DEL SOL III AND THE NORTHERLY LINE OF JORDAN DRIVE, A DISTANCE OF 53.69 FEET, TO THE SOUTHWEST CORNER OF MESA DEL SOL III, AND THE SOUTHEASTERLY CORNER OF LOT 28A, MESA DEL SOL II, MONUMENTED BY A BRASS CAP;

THENCE N52°46'09"E, ALONG THE WESTERLY LINE OF MESA DEL SOL III AND THE EASTERLY LINE OF SAID LOT 28A, MESA DEL SOL II, A DISTANCE OF 21.62 FEET TO A POINT OF CURVATURE, MONUMENTED BY A BRASS CAP;

THENCE ALONG THE WESTERLY LINE OF MESA DEL SOL III AND THE EASTERLY LINE OF LOTS 28A THROUGH 32A, MESA DEL SOL II, AND A CURVE TO THE LEFT HAVING A RADIUS OF 456.97 FEET, THROUGH A CENTRAL ANGLE OF 34°55'46", A DISTANCE OF 278.58 FEET, HAVING A CHORD BEARING OF N33°50'00"E, A DISTANCE OF 274.28 FEET TO THE END OF CURVE, MONUMENTED BY A BRASS CAP;

THENCE N18°22'54"E, ALONG THE WESTERLY LINE OF MESA DEL SOL III AND THE EASTERLY LINE OF LOTS 32A THROUGH 34A, A DISTANCE OF 139.48 FEET TO THE NORTHEAST CORNER OF SAID LOT 34A, MONUMENTED BY A BRASS CAP;

THENCE N73°37'05"W, ALONG THE NORTH LINE OF SAID LOT 34A, A DISTANCE OF 100.03 FEET TO THE NORTHWEST CORNER OF SAID LOT 34A, LOCATED ON THE EAST LINE OF CASA GRANDE DRIVE, MONUMENTED BY A BRASS CAP;

THENCE N34°16'44"W, ACROSS CASA GRANDE DRIVE, A DISTANCE OF 64.71 FEET TO THE NORTHEAST CORNER OF LOT 42A, MESA DEL SOL II, LOCATED ON THE WEST SIDE OF CASA GRANDE DRIVE, MONUMENTED BY A BRASS CAP;

THENCE N73°30'40"W, ALONG THE NORTH LINE OF SAID LOT 42A, A DISTANCE OF 99.88 FEET TO THE NORTHWEST CORNER OF SAID LOT 42A, MONUMENTED BY A BRASS CAP;

THENCE N18°22'55"E, ALONG THE WEST LINE OF MESA DEL SOL III AND THE EAST LINE OF LOT 53, AMENDED PLAT OF MESA DEL SOL, A DISTANCE OF 67.77 FEET TO THE NORTHEAST CORNER OF SAID LOT 53, MONUMENTED BY A BRASS CAP;

THENCE S68°55'53"W, ALONG THE SOUTH LINE OF MESA DEL SOL III AND THE NORTH LINE OF SAID LOT 53, A DISTANCE OF 10.37 FEET TO THE SOUTHWEST CORNER OF LOT 54A, MESA DEL SOL - LOTS 40A AND 54A, MONUMENTED BY A BRASS CAP;

THENCE N00°04'09"W, ALONG THE EAST LINE OF SAID LOT 54A, A DISTANCE OF 105.21 FEET TO THE NORTHEAST CORNER OF SAID LOT 54A, LOCATED ON THE SOUTH LINE OF SIENNA DRIVE, MONUMENTED BY A BRASS CAP;

THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE NORTH LINE OF SAID LOT 54A AND A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET, THROUGH A CENTRAL ANGLE OF 03°00'44", A DISTANCE OF 10.51 FEET, HAVING A CHORD BEARING OF S77°02'35"W, A DISTANCE OF 10.51 FEET TO A POINT MONUMENTED BY A BRASS CAP;

THENCE N53°28'22"W, ACROSS SIENNA DRIVE, A DISTANCE OF 81.27 FEET TO THE SOUTHWEST CORNER OF MESA DEL SOL III AND THE SOUTHWEST CORNER OF LOT 4, AMENDED PLAT OF MESA DEL SOL, MONUMENTED BY A BRASS CAP;

THENCE N21°19'19"E, ALONG THE WEST LINE OF MESA DEL SOL III AND THE EAST LINE OF SAID LOT 4, A DISTANCE OF 105.65 FEET TO THE NORTHWEST CORNER OF MESA DEL SOL III, THE NORTHWEST CORNER OF SAID LOT 4 AND THE SOUTHWEST CORNER OF TRACT A, AMENDED PLAT OF MESA DEL SOL, MONUMENTED BY A BRASS CAP;

THENCE N64°29'59"E, ALONG THE NORTH LINE OF MESA DEL SOL III AND THE SOUTH LINE OF SAID TRACT A, A DISTANCE OF 331.51 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 12.15 ACRES MORE OR LESS, AND IS SUBJECT TO ANY RIGHTS-OF-WAY AND/OR EASEMENTS, RESERVATIONS, AND ENCUMBRANCES WHICH HAVE BEEN LEGALLY ACQUIRED.

THE TRACT OF LAND, AS IT APPEARS ON THIS PLAT, IS DEDICATED WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER AND PROPRIETOR. THE NAME OF THE SUBDIVISION SHALL BE "MESA DEL SOL IV ADDITION" AND THE OWNER HEREBY GRANTS TO THE PUBLIC AND PRIVATE UTILITY COMPANIES AN EASEMENT AND LICENSE TO LOCATE, CONSTRUCT, USE AND MAINTAIN CONDUITS, LINES, WIRES AND PIPES, ANY OR ALL OF THEM, UNDER AND ALONG THE STRIPS OF LAND MARKED "15' WIDE UTILITY EASEMENT" AS SHOWN ON THIS PLAT. THE EASEMENT LOCATED IN THE NORTHEAST CORNER OF THIS PARCEL, LABELED "60' PUBLIC ACCESS EASEMENT" IS HEREBY DEDICATED TO THE PUBLIC AS AN ACCESS TO LOT 57, BLOCK 1, MESA ADDITION NO. 3. SIENNA DRIVE AND CASA GRANDE DRIVE, AS SHOWN ON THIS PLAT, ARE HEREBY DEDICATED TO THE USE OF THE PUBLIC. ALL OTHER STREETS AS SHOWN HEREON HAVE BEEN PREVIOUSLY DEDICATED TO THE USE OF THE PUBLIC.

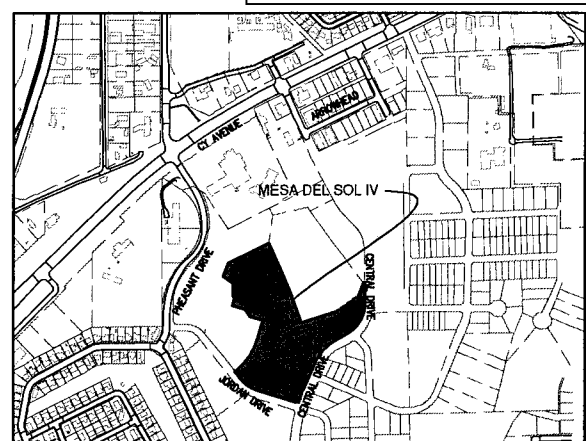
RICOR PROPERTIES, LLC
 P.O. Box 50730
 CASPER, WYOMING 82605

JOHN JOHNSON - MANAGING MEMBER OF
 RICOR PROPERTIES, LLC

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY JOHN JOHNSON, MANAGING MEMBER OF RICOR PROPERTIES, LLC, SOLE AND MANAGING MEMBER OF MESA NO. 3, LLC, THIS _____ DAY OF _____, 2020.

WITNESS MY HAND AND OFFICIAL SEAL
 MY COMMISSION EXPIRES _____

NOTARY PUBLIC



VICINITY MAP
 NO SCALE

APPROVALS

APPROVED BY THE CITY OF CASPER PLANNING AND ZONING COMMISSION OF CASPER, WYOMING
 THIS _____ DAY OF _____, 2020.

ATTEST: _____ SECRETARY _____ CHAIRMAN

APPROVED BY THE CITY COUNCIL OF CASPER, WYOMING BY ORDINANCE NO. _____, DULY PASSED,
 ADOPTED AND APPROVED THIS _____ DAY OF _____, 2019.

ATTEST: _____ CITY CLERK _____ MAYOR

INSPECTED AND APPROVED THIS _____ DAY OF _____, 2020.

_____ CITY ENGINEER

INSPECTED AND APPROVED THIS _____ DAY OF _____, 2020.

_____ CITY SURVEYOR

NOTES

1. ERROR OF CLOSURE EXCEEDS 1:339,017.
2. BASIS OF BEARINGS IS THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983/2011.
3. THE CONVERGENCE ANGLE AT THE POINT OF BEGINNING IS 00°39'41.22", AND THE COMBINED FACTOR IS 0.99976656.
4. ALL DISTANCES ARE GROUND.
5. ELEVATIONS SHOWN HEREON ARE BASED ON NAVD 88 DATUM AND ARE NOT MEANT TO BE USED AS BENCHMARKS.

CERTIFICATE OF SURVEYOR

STATE OF WYOMING }
 COUNTY OF NATRONA } SS

I, WILLIAM R. FEHRINGER, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSE NO. 5528, DO HEREBY CERTIFY THAT THIS PLAT WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE UNDER MY DIRECT SUPERVISION IN JULY, 2020, AND THAT THIS PLAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, CORRECTLY AND ACCURATELY REPRESENTS SAID SURVEY. ALL DIMENSIONS ARE EXPRESSED IN FEET AND DECIMALS THEREOF, ALL BEING TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Professional Land Surveyor
 William R. Fehring
 5528
 WYOMING

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY WILLIAM R. FEHRINGER
 THIS _____ DAY OF _____, 2020.
 WITNESS MY HAND AND OFFICIAL SEAL.
 MY COMMISSION EXPIRES _____

NOTARY PUBLIC

VACATION AND REPLAT OF
 MESA DEL SOL III ADDITION
 AND LOT 40A OF
 MESA DEL SOL - LOTS 40A & 54A
 AS
MESA DEL SOL IV ADDITION

AN ADDITION TO THE CITY OF CASPER, WYOMING
 BEING A PORTION OF THE S¼ SE¼
 OF SECTION 18 T.33N., R.79W., 6TH P.M.
 NATRONA COUNTY WYOMING
 AUGUST, 2020

w59-139

LINE TABLE			CURVE TABLE					
Line #	Bearing	Length	CURVE #	RADIUS	ARC LENGTH	DELTA	CH B	CH L
L1	N18°22'55"E	67.77	C6	200.00'	10.51'	3°00'44"	S77°02'35"W	10.51
L2	S88°55'53"W	10.37	C7	150.00'	89.35'	34°07'43"	S82°45'27"W	86.03
L3	N0°04'09"W	105.21	C8	75.00'	119.97'	91°38'49"	N68°29'01"W	107.58
L4	N53°28'22"W	81.27	C9	75.00'	51.16'	39°04'55"	N37°09'09"W	50.17
L5	S65°41'34"W	32.25	C10	25.00'	17.05'	38°04'55"	N37°09'09"W	16.72
L6	N22°39'36"W	73.49	C11	25.00'	39.99'	91°38'49"	N68°29'01"W	35.86
L11	N18°25'18"E	171.95'	C12	200.00'	34.42'	9°51'43"	S70°37'55"W	34.38
L12	N34°16'44"W	64.71'						
L13	N18°25'18"E	131.06'						
L15	N22°39'36"W	73.19'						
L17	S65°41'34"W	32.25'						

LEGEND

- ▲ SET BRASS CAP
- SET MONUMENT 5/8" REBAR & ALUMINUM CAP
- FOUND MONUMENT AS NOTED



M:\land 2020\Surveying\20-139 Mesa Del Sol Replat\Survey Plats\Mesa Del Sol IV Replat - Revised.dwg, 10/7/2020, BJI



**MESA DEL SOL IV
SUBDIVISION AGREEMENT**

This Subdivision Agreement ("Agreement") is made and entered into this _____ day of _____, 2020, by and between the following parties:

1. The City of Casper of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").
2. Mesa 3, LLC, PO Box 50730, Casper, Wyoming 82605, ("Owner").

Throughout this Agreement, City and Owner may be individually referred to as a "party" or collectively referred to as the "parties."

RECITALS

- A. Whenever the Public Services Director, City Engineer, Community Development Director, or other City official is mentioned in this Agreement, it shall be deemed to include their designees.
- B. Owner has applied for a vacation and replat of the Mesa Del Sol III Addition to create Mesa Del Sol IV Addition, located at the intersection of Jordan and Central Drives.
- C. A plat of Mesa Del Sol IV Addition ("Addition") has been prepared by the Owner, and approved by the City of Casper, and shall be signed and recorded at the Natrona County Clerk's Office concurrently with this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

SECTION 1 – INCORPORATION OF RECITALS

The recitals set forth above are incorporated at this point as if fully set forth as part of this Agreement.

SECTION 2 - OBLIGATIONS OF OWNER

Upon written demand of the Council or the City Manager, the Owner, its heirs, successors, grantees or assigns, at their sole cost and expense, shall do, or cause to be done, the following:

2.1 Surveying:

- a. All subdivision corners shall be marked with 3¼ brass caps. These caps shall show the name of the surveyor or company making the survey, and the license number of the surveyor making the survey or certifying the survey. All PLSS corners shall be properly marked for identification as to the location in accordance with Wyoming Statutes and Rules and Regulations of the Wyoming Board of Registration for Professional Engineers and Professional Land Surveyors, shall be referenced if subject to destruction, and again shall show the proper identification and license of the certifying surveyor. A corner record shall be recorded as per Wyoming Statutes and Rules and Regulations of the Wyoming Board of Registration for Professional Engineers and Professional Land Surveyors. A copy will be provided to the City upon recordation.
- b. Block and Lot corners, points of tangency (PT's) and points of curve (PC's) of all curves shall be marked by an iron pin not less than five-eighths (5/8) inches in diameter and not less than twenty-four (24) inches in length, with a brass or aluminum cap not less than 2 and one-half (2½) inches in diameter securely fastened to the top, unless otherwise impractical. These monuments will be set prior to the recording of the plat in the Office of the County Clerk unless approved by the City Surveyor.
- c. Said corners shall be in place for final inspection by the Public Services Director upon completion of the sidewalk (curbwalk), or curb and gutter.
- d. A digital copy of the Final Subdivision Plat shall be provided to the City, as required by the Casper Municipal Code ("Code"). No building permit shall be issued prior to the recording of the plat.

2.2 Construction Sequence:

Main water lines, sewer lines, storm sewer, streets, sidewalks, pavement overlays, and access drives shall be constructed in an orderly sequence, as the Addition is developed and built upon, so that there will be no gaps left in the paving, sidewalks, and other off-site improvements. Streets shall not be paved until all water lines, storm sewers, and property water and sewer services are in place and the ditches thereof properly backfilled and compacted, in accordance with City requirements. The Owner shall receive the approval of the Public Services Director prior to commencing any and all phases of construction.

2.3 Certification of Construction; Repair Obligations:

- a. All improvements shall be designed and inspected by a Wyoming registered professional engineer, who shall certify that the improvements, including, but not limited to, streets, curbs, gutter, sidewalks, paving, parkways, utility systems, storm sewers, street lighting, street signs and

striping, etc., have been constructed in accordance with plans and specifications approved by the Public Services Director. The certification by the engineer and approval by the City shall be in writing. Approval of the construction plans by the Public Services Director is required before a building permit will be issued by the City.

- b. The Owner shall maintain, repair, and replace all improvements that fail within the warranty period as provided by the Code. This obligation includes maintenance, repair or replacement for any cause during such period, including acts of subcontractors. In the event the Owner fails to maintain, repair, or replace said improvements, the City shall have the right but not the obligation, at its option, to maintain, repair, or replace the same and Owner agrees to pay for any cost incurred thereby. Maintenance, repair, or replacement by the City does not relieve the Owner from its obligation under this paragraph and shall not be construed to be an acceptance of the improvements by the City.
- c. Upon issuance of a "letter of acceptance" by the Public Services Director pursuant to the Code, the City will assume ownership and the responsibility for the maintenance of the improvements. The Owner shall be responsible for the maintenance, repair and replacement of the improvements until the City issues its "letter of acceptance."

2.4 Underground Utilities and Street Lights:

All new utilities shall be located underground. All street lights shall be installed in compliance with Code street-lighting standards at the Owner's sole expense. Streetlight pole materials shall be as approved in writing by the Public Services Director.

2.5 Soils Analysis:

The Owner shall provide the Public Services Director with a soils analysis concurrently with the submittal of subdivision construction plans. Individual lot test bores may be required on each lot, with a soil analysis for the foundation design at the sole discretion of the Public Services Director. Test results, soil analyses and foundation designs shall be submitted to the Community Development Director.

2.6 Erosion Control Program:

- a. The Owner shall submit, and have approved by the Public Services Director, a comprehensive erosion control program for the area disturbed during construction activities to mitigate the adverse effects of blowing dirt or dust, and water erosion on other properties in the immediate area before the issuance of an earthwork, road cut or grading permit pursuant to the Code. An erosion and sediment control permit shall be obtained

from the Public Services Director prior to any earthwork taking place in the Addition.

- b. The Owner shall post security for its erosion control as required by the Code, and in a form acceptable to the City. It shall be the obligation of the Owner to keep any security in full force and effect, as required by the Code. In addition, the Owner shall furnish proof of the same to the Public Services Director upon demand of the City.

2.7 Retaining Walls and Fences:

Any retaining walls constructed within the subdivision by the Owner shall be designed and certified by a Wyoming registered professional engineer. The design(s) shall be submitted to the Public Services Director and Community Development Director for written approval before a building permit will be issued. Said walls shall be constructed within the boundaries of each lot and not on the property lines. Maintenance of said walls shall be the responsibility of each individual lot owner. Provided, however, retaining walls and fences shall not be constructed on any drainage easements, or on any other ways depicted on any other recorded instrument without the approval of the Public Services Director.

2.8 Water and Sewer:

All water and sewer improvements shall be constructed in full compliance with the Code as it exists at the time of construction, including, but not limited to the following requirements:

- a. Curb boxes shall be left behind the sidewalk in front of each lot and the Owner shall protect, during the subsequent course of developing the Addition, valve boxes and curb boxes from damage, and be wholly responsible for the repair and replacement to the Public Services Director's satisfaction of such that are damaged or destroyed. If the Owner shall fail or refuse to promptly repair or replace such boxes as required, the City may do so and charge the Owner directly for said cost. The Owner shall adjust said valve and curb boxes to finished grade, at the time the paving work is completed in the Addition.
- b. The Owner shall construct the necessary water lines and appurtenances up to and through the Addition. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved in writing by the Public Services Director. Water line sizes shall be as determined by the Public Services Director.
- c. The Owner, at its cost, shall install water service lines in accordance with Code specifications to the property line so as to serve each lot or building site in the Addition.

- d. The Owner shall construct the necessary sewer lines up to and through the Addition. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved in writing by the Public Services Director. Sewer sizes shall be as determined by the Public Services Director.
- e. The Owner, at its own cost, shall install sewer service lines, in accordance with Code specifications, to the property line so as to serve each lot or building site in the Addition.
- f. The Owner shall protect manhole covers and rings from damage in the course of constructing the line, and shall be solely responsible for repair or replacement to the Public Services Director's satisfaction. The Owner shall adjust such manhole rings and covers to finished grade. The Owner agrees to protect and save the City harmless from any loss or claim suffered by other sewer users to their real or personal property, and from personal injury or damages by reason of obstruction or damage to the sewer lines or any part thereof occasioned by present or future construction work on said Addition by the Owner. Said obligation shall continue until the sewer line and the system within the Addition is accepted by the Public Services Director by issuance of a "letter of acceptance." Provided, however, that acceptance of part of the system shall not relieve the Owner of the obligations herein imposed for the remaining improvements that have not been accepted within said Addition.
- g. Prior to the issuance of a building permit for any new structure, or prior to the issuance of a plumbing permit to connect existing buildings to the water and sewer systems, the then-existing water system investment charge (connection charge), sewer system investment charge (connection charge) and water meter charge shall be paid to the City. The Owner will also pay to the Central Wyoming Regional Water System Joint Powers Board the then current Regional Water System investment charge for each building to be served with water.
- h. All necessary water and sewer easements, in forms acceptable to the City, up to and through the subdivision shall be obtained by the Owner, which grant to the City the right of ingress and egress thereto for purposes of laying out, constructing, inspecting, maintaining and replacing water lines, sewer lines, its fire hydrants and other appurtenances.
- i. The Owner agrees to abide by all federal, state and local laws, rules and regulations regarding the use of its water and sewer facilities, and water and sewer service, including, but not limited to, the Federal Pretreatment Regulations and all the Code sections relating to industrial pretreatment.
- j. At such time as said water and/or sewer mains are installed by the Owner and a "letter of acceptance" is issued by the Public Services Director, the City shall pursuant to the Code, reimburse the Owner twice the difference in material cost between an eight (8) inch water and/or sewer main, or larger size if required by the development, and the required oversized main pursuant to the Code, as

amended. Such reimbursement will be determined by the City based upon its most recent applicable material costs at the time of the Agreement execution. Reimbursement will only be based on oversizing of water and sewer mains larger than the size required by system analysis and approved by the Public Services Director.

2.9 Easements for all Utilities, Bikeways and Pedestrian Pathways:

Easements for all utilities and future bikeway/pedestrian pathways and access, in recordable forms acceptable to the City, must be provided prior to application for a permit to construct being made to the City.

2.10 Street and Traffic Signs and Controls:

Owner shall pay for the cost and installation of all necessary on and off-site street and traffic control signage, signs signifying the street names, street striping, crosswalk striping, and traffic calming devices, as determined by the Public Services Director in his sole discretion.

2.11 Security Requirements:

In addition to and separate from the security required for erosion control, Owner shall comply with all Code requirements for all other security and surety requirements as set forth in the Code, including, but not limited to the financial surety and security for the project, landscaping and warranty period.

2.12 Record Drawings:

- a. Owner shall submit "as-built" record documents for paving, drainage, water and sewer to the City prior to the issuance of the certificate of occupancy. Reproducible hard copy drawings shall be in the form of one (1) set of 4 mil Mylar, 24" x 36" labeled as "Record Drawings" and dated. Record Drawings shall also be provided on electronic media in Adobe (pdf) format and in AutoCAD format or other format specified by Owner. Record documents shall be submitted on CDs, or other media as directed by Owner, labeled as "Record Drawings" and include the project name, City of Casper project number and date.
- b. All digital files necessary for correct plotting of the final record drawings in the AutoCAD version, such as external references, pen assignments, images, etc. shall be provided. Any x-refs or other files that can be, shall be incorporated into the final drawings to minimize the manipulation necessary for plotting.

2.13 Completion of Infrastructure Improvements Prior to Certificate of Occupancy:

All required on-site and off-site improvements shall be completed and approved by the Public Services Director prior to the issuance of the first certificate of occupancy unless otherwise designated in this Agreement.

2.14 Other Costs in Separate Agreements:

If any recapture costs, costs for a drainage basin or sub-basin wide stormwater management program are applicable to this Subdivision, those costs shall be allocated in a separate exhibit attached to this Agreement. Failure of any such exhibit to be attached to this Agreement shall not relieve the Owner of its obligation to pay its proportionate share of those costs.

2.15 Stormwater, Flooding and Letters of Map Revisions:

- a. Owner shall comply with and pay for all costs associated with any Stormwater Pollution Prevention Plan, Letter of Map Revision (LOMR), or other related requirements of Wyoming DEQ, Federal Emergency Management Agency (FEMA) or any other agency that has jurisdiction over the real property in impacted by this Agreement.
- b. Owner shall provide the City with copies of all Stormwater Pollution Prevention Plan elements as reviewed and approved by Wyoming DEQ; any LOMR, along with the necessary submittals to update flood mapping in accordance with FEMA requirements, and documentation of Base Flood Elevations.
- c. All requirements of this section shall be met prior to issuance of a permit to construct subdivision improvements.

2.16 Miscellaneous Requirements:

- a. Prior to recording the approved plat, executed easement releases shall be provided to the City, from all utility companies, for the vacation and realignment of previously platted streets.

SECTION 3 - OBLIGATIONS OF CITY

The City shall issue a building permit and certificate of occupancy for the buildings in the Addition upon performance by the Owner of the conditions set forth herein, and upon Owner's compliance with all applicable Code requirements. All building permits will be issued by the Community Development Director in accordance with the Code.

SECTION 4 - REMEDIES

In the event the Owner fails to do, or fails to cause to be done, any of the requirements set forth in this Agreement in an expeditious manner, the City may, at its option, do any or all of the following:

- a. Refuse to issue any building permits or certificates of occupancy to any person, including the Owner, or its heirs, successors, assigns and grantees.
- b. After written notice to the Owner of any public improvements which have not been completed or properly completed, and upon Owner's failure to cure the same within a reasonable period of time, the City may complete any and all of the public improvements required by this Agreement by itself or by contracting with a third party to do the same. In the event the City elects to complete said improvements, or contracts with a third party to do so, the Owner agrees to pay any and all costs resulting therefrom upon demand by the City.

The remedies provided in this section are in addition to any other remedies specifically provided for in this Agreement, or which the City may otherwise have at law or in equity, and are not a limitation upon the same. The Owner further agrees to pay all reasonable attorneys' fees, court costs, and litigation costs in the event the City is required to enforce the provisions of this Agreement in a court of law.

SECTION 5 – GENERAL PROVISIONS

- a. Successors and Assigns: The terms and conditions of this Agreement shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, successors, assigns, and grantees and shall bind and run with the real property that is the subject matter of this Agreement. The Owner shall not assign this Agreement or otherwise sub-contract its duties and responsibilities as set forth in this Agreement without the prior written consent of the City.
- b. Wyoming Governmental Claims Act: The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Sections 1-39-101, *et seq.* The City specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- c. Governing Law and Venue: This Agreement, its interpretation and enforcement shall be governed and construed in accordance with the laws of the State of Wyoming. Any litigation regarding this Agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.

- d. Complete Agreement: This Agreement shall constitute the entire understanding and agreement of the parties, and supersedes any prior negotiations, discussions or understandings.
- e. Amendment: No amendment or modification of the terms of this Agreement shall be valid or enforceable unless made in writing and executed by all parties hereto.
- f. Waiver: Failure on the part of either party to enforce any provision of this Agreement, or the waiver thereof, in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.
- g. No Third-Party Beneficiary Rights: The parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.
- h. Severability: If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid, illegal or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.
- i. Notices: Notices required or permitted to be given by a Party to the others must be in writing and either delivered in person or sent to the address shown below (or such subsequent address as may be designated by either party in writing) by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

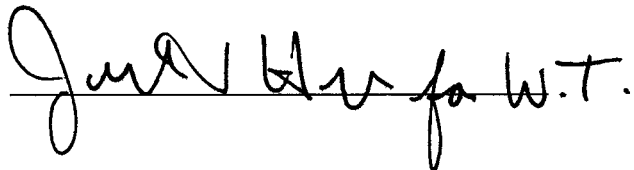
Mesa 3, LLC
PO Box 50730
Casper, Wyoming 82605

City of Casper
Attn: Community Development Director
200 North David
Casper, WY 82601
Fax: 307-235-8362

- j. Headings: The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation thereof.
- k. Survival: All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment, completion and acceptance of the services and termination or completion of the Agreement.
- l. Copies: This Agreement may be executed in more than one copy, each copy of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement.
- m. Authority: Each individual executing this Agreement for and on behalf of their principals hereby state that they have the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and intended hereby. Owner further states that it is authorized to transact business in the State of Wyoming, properly registered and not delinquent with the Secretary of State.
- n. Term: At the time the Owner files for a permit to construct, the then applicable code provisions shall apply for the life of the permit or under an extension that is approved by the Public Services Director. If the Owner fails to file for a permit to construct at the time of platting, all applicable provisions of the Code that have changed since the execution of this Agreement shall be required of the Owner at the time of permit application, and the City at its sole discretion may require a new Subdivision Agreement and/or the replatting of property. Provided, however, Code amendments pertaining to the health and safety of the public shall be complied with by the Owner during the term of this Agreement, regardless of the validity of the permit to construct.

The parties hereby enter into this Agreement on the day and year first written above.

APPROVED AS TO FORM:

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

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

WITNESS:

OWNER
Mesa 3, LLC

By: _____

By: *John D. Johnson*

Printed Name: _____

Printed Name: JOHN D JOHNSON

Title: _____

Title: Managing Member

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this _____ day of _____, 2020, by Steven K. Freel, as the Mayor of the City of Casper.

(Seal, if any)

(Signature of notarial officer)

Title (and Rank)

[My Commission Expires: _____]

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 30th day of October, 2020, by John Johnson, Managing member of Mesa 3, LLC. as

(Seal, if any)



[Signature]
(Signature of notarial officer)

Title (and Rank)

[My Commission Expires: 3-29-24]

ORDINANCE NO. 26-20

AN ORDINANCE APPROVING THE MESA DEL SOL IV
SUBDIVISION AGREEMENT AND THE VACATION AND
REPLAT CREATING MESA DEL SOL IV ADDITION

WHEREAS, an application has been made to vacate and replat Mesa Del Sol III Addition, located at the intersection of Jordan and Central Drives, to create the Mesa Del Sol IV Addition, comprising 12-acres, more or less; and,

WHEREAS, after a public hearing, the City of Casper Planning and Zoning Commission passed a motion recommending that the City Council approve the requested vacation and replat; and,

WHEREAS, the vacation and replat requires approval by ordinance, following a City Council public hearing; and,

WHEREAS, a written subdivision agreement will be executed between the City of Casper and the property owner, Mesa 3, Inc., which will be approved with the vacation and replat upon third reading of this ordinance; and,

WHEREAS, the governing body of the City of Casper finds that the above-described vacation and replat, and the associated subdivision agreement should be approved.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING:

SECTION 1:

That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, the Mesa Del Sol IV Addition Subdivision Agreement.

SECTION 2:

That the vacation and replat creating the Mesa Del Sol IV Addition is hereby approved under terms and conditions of the Mesa Del Sol IV Addition Subdivision Agreement.

SECTION 3:

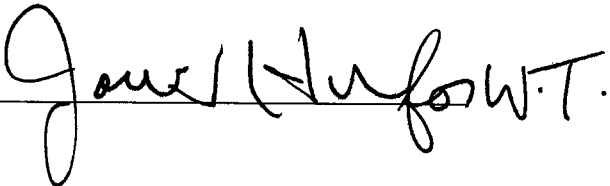
This ordinance shall be in full force and effect from and after passage on three readings and publication pursuant to law.

PASSED on 1st reading the 17th day of November, 2020.

PASSED on 2nd reading the ____ day of _____, 2020.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the ____ day of _____, 2020.

APPROVED AS TO FORM:



ATTEST:

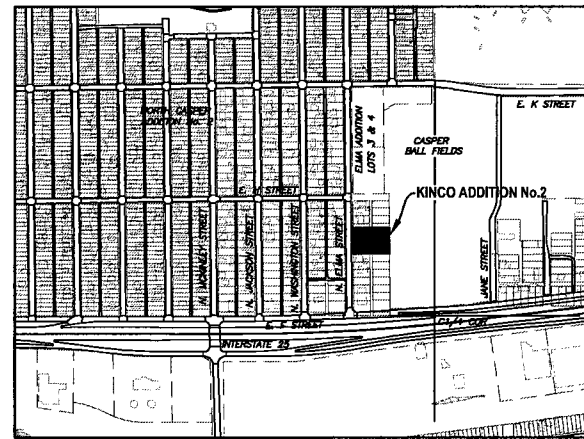
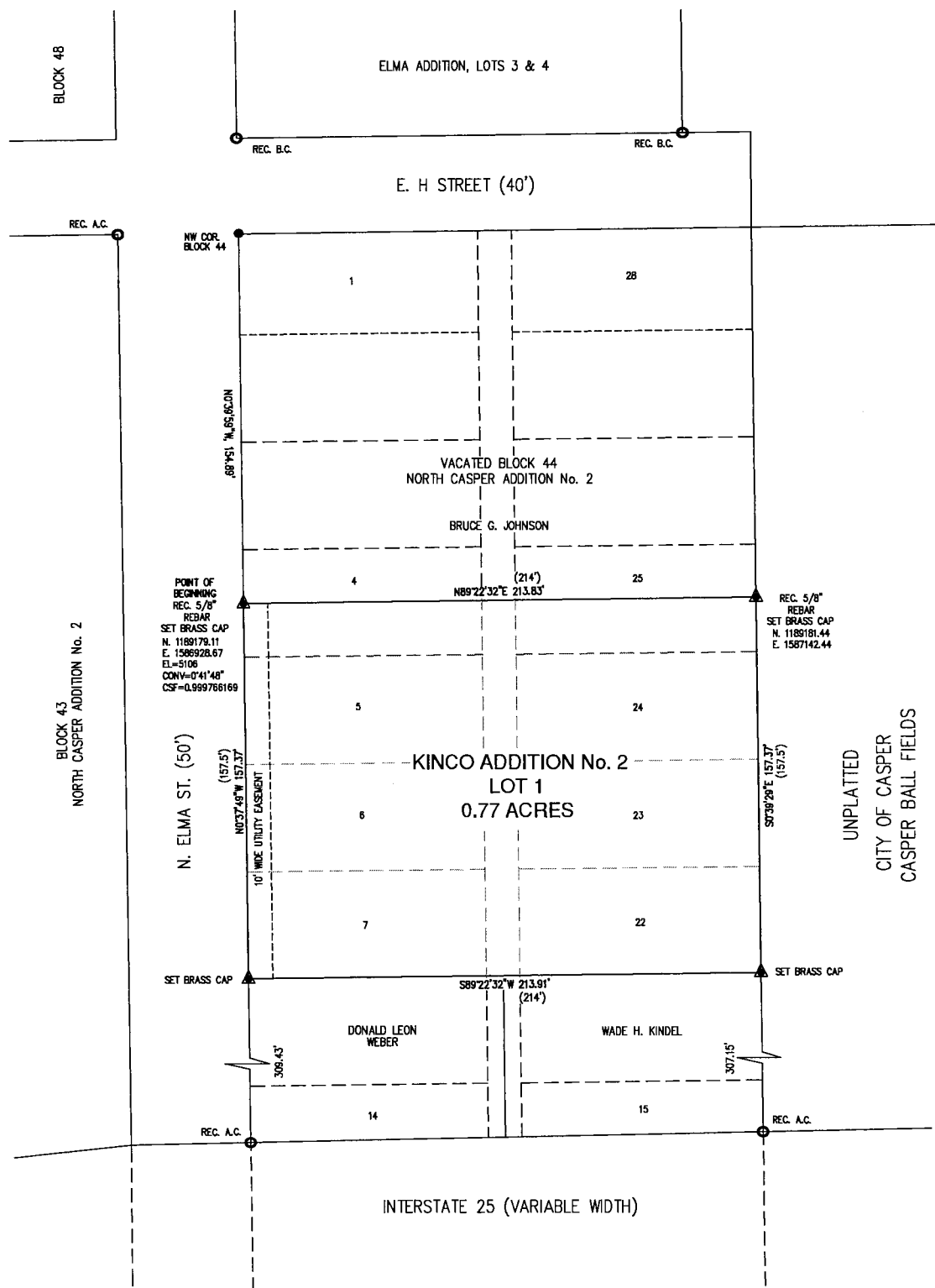
CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

Aerial Map - Proposed Kinco Addition





CERTIFICATE OF DEDICATION

STATE OF WYOMING }
 COUNTY OF NATRONA }SS
 THE UNDERSIGNED, WADE H. KINDEL DO HEREBY CERTIFY THAT THEY ARE THE OWNER AND PROPRIETOR OF THE FOLLOWING DESCRIBED PARCEL OF LAND: A PARCEL OF LAND SITUATE IN THE SE1/4NW1/4, OF SECTION 3, T.33N., R.79W., 6TH P.M., NATRONA COUNTY, WYOMING, ALSO BEING THE SOUTH 22.5 FEET OF LOTS 4 AND 25, AND ALL OF LOTS 5, 6, 7, 22, 23 AND 24, AND THE ALLEY SEPARATING SAID LOTS AND PORTIONS OF LOTS, BEING IN VACATED BLOCK 44, OF NORTH CASPER ADDITION No. 2, TO THE CITY OF CASPER, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL, ALSO BEING THE NORTHWEST CORNER OF THE SOUTH 22.5 FEET OF LOT 4, OF VACATED BLOCK 44, NORTH CASPER ADDITION No. 2, TO THE CITY OF CASPER, WYOMING, AND A POINT IN THE EASTERLY LINE OF N. ELMA STREET, AND FROM WHICH POINT THE NORTHWEST CORNER OF SAID VACATED BLOCK 44, NORTH CASPER ADDITION No. 2, BEARS N.0°39'59"W, 154.89 FEET; THENCE FROM SAID POINT OF BEGINNING AND ALONG THE NORTHERLY LINE OF SAID PARCEL, N.89°22'32"E, 213.83 FEET TO THE NORTHEAST CORNER OF SAID PARCEL ALSO BEING THE NORTHEAST CORNER OF THE SOUTH 22.5 FEET OF LOT 25, OF SAID VACATED BLOCK 44, NORTH CASPER ADDITION No. 2; THENCE ALONG THE EASTERLY LINE OF SAID PARCEL, S.0°38'29"E, 157.36 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL, ALSO BEING THE SOUTHEAST CORNER OF LOT 22, OF SAID VACATED BLOCK 44, NORTH CASPER ADDITION No. 2; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL, S.89°22'32"W, 213.91 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL, ALSO BEING THE SOUTHWEST CORNER OF LOT 7, OF SAID VACATED BLOCK 44, NORTH CASPER ADDITION No. 2, AND A POINT IN THE EASTERLY LINE OF SAID N. ELMA STREET; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL AND EASTERLY LINE OF SAID N. ELMA STREET, N.0°37'49"W, 157.36 FEET TO THE POINT OF BEGINNING, AND SAID PARCEL CONTAINING 0.77 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY RIGHTS-OF-WAY AND/OR EASEMENTS, RESERVATIONS AND ENCUMBRANCES THAT HAVE BEEN LEGALLY ACQUIRED.

THE TRACT OF LAND, AS IT APPEARS ON THIS PLAT, IS DEDICATED WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS. THE NAME OF THE SUBDIVISION SHALL BE "KINCO ADDITION No.2" AND THE OWNERS HEREBY GRANT TO THE PUBLIC AND PRIVATE UTILITY COMPANIES AN EASEMENT AND LICENSE TO LOCATE, CONSTRUCT, USE AND MAINTAIN CONDUITS, LINES, WIRES AND PIPES, ANY OR ALL OF THEM, UNDER AND ALONG THE STRIPS OF LAND MARKED "UTILITY EASEMENT" AS SHOWN ON THIS PLAT. ALL ROADS AND STREETS AS SHOWN HEREON HAVE BEEN PREVIOUSLY DEDICATED TO THE USE OF THE PUBLIC.

WADE H. KINDEL
 BOX 51551
 CASPER, WYOMING 82605

WADE KINDEL - MANAGING MEMBER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY WADE KINDEL, MANAGING MEMBER OF KINCO INVESTMENTS, LLC THIS _____ DAY OF _____, 2020.

WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

APPROVALS

APPROVED BY THE CITY OF CASPER PLANNING AND ZONING COMMISSION OF CASPER, WYOMING
 THIS _____ DAY OF _____, 2020.

ATTEST: _____ SECRETARY _____ CHAIRMAN

APPROVED BY THE CITY COUNCIL OF CASPER, WYOMING BY ORDINANCE NO. _____ DULY PASSED,
 ADOPTED AND APPROVED THIS _____ DAY OF _____, 2020.

ATTEST: _____ CITY CLERK _____ MAYOR

INSPECTED AND APPROVED THIS _____ DAY OF _____, 2020.

CITY ENGINEER

INSPECTED AND APPROVED THIS _____ DAY OF _____, 2020.

CITY SURVEYOR

NOTES

1. ERROR OF CLOSURE EXCEEDS 1:200,622.
2. BASIS OF BEARINGS IS THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD83/2011
3. DISTANCES ARE GROUND.
4. ELEVATIONS HEREON ARE BASED ON NAVD88 DATUM AND ARE NOT INTENDED TO BE USED AS A BENCHMARK.

CERTIFICATE OF SURVEYOR

STATE OF WYOMING }
 COUNTY OF NATRONA }SS

I, STEVEN J. GRANGER, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSE NO. 15092, DO HEREBY CERTIFY THAT THIS PLAT WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE UNDER MY DIRECT SUPERVISION IN SEPTEMBER, 2020, AND THAT THIS PLAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, CORRECTLY AND ACCURATELY REPRESENTS SAID SURVEY. ALL DIMENSIONS ARE EXPRESSED IN FEET AND DECIMALS THEREOF AND COURSES REFERRED TO WYOMING STATE PLANE COORDINATE SYSTEM. ALL BEING TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY STEVEN J. GRANGER
 THIS _____ DAY OF _____, 2020.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

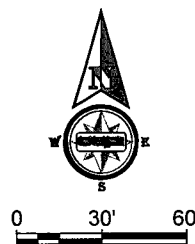
PLAT OF
KINCO ADDITION No. 2

AN ADDITION TO THE CITY OF CASPER, WYOMING

BEING A PORTION OF THE SE1/4NW1/4
 SECTION 3, T.33N., R.79W., 6TH P.M.
 NATRONA COUNTY, WYOMING

LEGEND

- ▲ SET BRASS CAP
 - SET MONUMENT 5/8" REBAR & ALUMINUM CAP
 - FOUND MONUMENT AS NOTED
- MEASURED S89°25'57"E, 615.23'
 RECORDED (S89°25'57"E, 615.23')



M:\Land 2020\Surveying\20-241 KINCO PROPERTIES RE-PLAT\SURVEY PLAT\20-241 KINCO PROPERTIES.dwg, 9/7/20, Survey

**KINCO ADDITION NO. 2
SUBDIVISION AGREEMENT**

This Subdivision Agreement (“Agreement”) is made and entered into this _____ day of _____, 2020, by and between the following parties:

1. The City of Casper of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 (“City”).
2. Wade H. Kindel, Box 51551, Casper, Wyoming 82605, (“Owner”).

Throughout this Agreement, City and Owner may be individually referred to as a “party” or collectively referred to as the “parties.”

RECITALS

- A. Whenever the Public Services Director, City Engineer, Community Development Director, or other City official is mentioned in this Agreement, it shall be deemed to include their designees.
- B. Owner has applied for final plat approval of the Kinco Addition No. 2, a portion of SE1/4NW1/4, Section 3, T33N, R79W, 6th P.M., Natrona County, Wyoming, located at 813 North Elma Street, and comprising 0.77-acres, more or less.
- C. A plat of Kinco Addition No. 2 (“Addition”) has been prepared by the Owner, and approved by the City of Casper, and shall be signed and recorded at the Natrona County Clerk’s Office concurrently with this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

SECTION 1 – INCORPORATION OF RECITALS

The recitals set forth above are incorporated at this point as if fully set forth as part of this Agreement.

SECTION 2 - OBLIGATIONS OF OWNER

Upon written demand of the Council or the City Manager, the Owner, its heirs, successors, grantees or assigns, at their sole cost and expense, shall do, or cause to be done, the following:

2.1 Surveying:

- a. All subdivision corners shall be marked with 3¼ brass caps. These caps shall show the name of the surveyor or company making the survey, and the license number of the surveyor making the survey or certifying the survey. All PLSS corners shall be properly marked for identification as to the location in accordance with Wyoming Statutes and Rules and Regulations of the Wyoming Board of Registration for Professional Engineers and Professional Land Surveyors, shall be referenced if subject to destruction, and again shall show the proper identification and license of the certifying surveyor. A corner record shall be recorded as per Wyoming Statutes and Rules and Regulations of the Wyoming Board of Registration for Professional Engineers and Professional Land Surveyors. A copy will be provided to the City upon recordation.
- b. Block and Lot corners, points of tangency (PT's) and points of curve (PC's) of all curves shall be marked by an iron pin not less than five-eighths (5/8) inches in diameter and not less than twenty-four (24) inches in length, with a brass or aluminum cap not less than 2 and one-half (2½) inches in diameter securely fastened to the top, unless otherwise impractical. These monuments will be set prior to the recording of the plat in the Office of the County Clerk unless approved by the City Surveyor.
- c. Said corners shall be in place for final inspection by the Public Services Director upon completion of the sidewalk (curbwalk), or curb and gutter.
- d. A digital copy of the Final Subdivision Plat shall be provided to the City, as required by the Casper Municipal Code ("Code"). No building permit shall be issued prior to the recording of the plat.

2.2 Construction Sequence:

Main water lines, sewer lines, storm sewer, streets, sidewalks, pavement overlays, and access drives shall be constructed in an orderly sequence, as the Addition is developed and built upon, so that there will be no gaps left in the paving, sidewalks, and other off-site improvements. Streets shall not be paved until all water lines, storm sewers, and property water and sewer services are in place and the ditches thereof properly backfilled and compacted, in accordance with City requirements. The Owner shall receive the approval of the Public Services Director prior to commencing any and all phases of construction.

2.3 Certification of Construction; Repair Obligations:

- a. All improvements shall be designed and inspected by a Wyoming registered professional engineer, who shall certify that the improvements, including, but not limited to, streets, curbs, gutter, sidewalks, paving, parkways, utility systems, storm sewers, street lighting, street signs and

striping, etc., have been constructed in accordance with plans and specifications approved by the Public Services Director. The certification by the engineer and approval by the City shall be in writing. Approval of the construction plans by the Public Services Director is required before a building permit will be issued by the City.

- b. The Owner shall maintain, repair, and replace all improvements that fail within the warranty period as provided by the Code. This obligation includes maintenance, repair or replacement for any cause during such period, including acts of subcontractors. In the event the Owner fails to maintain, repair, or replace said improvements, the City shall have the right but not the obligation, at its option, to maintain, repair, or replace the same and Owner agrees to pay for any cost incurred thereby. Maintenance, repair, or replacement by the City does not relieve the Owner from its obligation under this paragraph and shall not be construed to be an acceptance of the improvements by the City.
- c. Upon issuance of a "letter of acceptance" by the Public Services Director pursuant to the Code, the City will assume ownership and the responsibility for the maintenance of the improvements. The Owner shall be responsible for the maintenance, repair and replacement of the improvements until the City issues its "letter of acceptance."

2.4 Underground Utilities and Street Lights:

All new utilities shall be located underground. All street lights shall be installed in compliance with Code street-lighting standards at the Owner's sole expense. Streetlight pole materials shall be as approved in writing by the Public Services Director.

2.5 Soils Analysis:

The Owner shall provide the Public Services Director with a soils analysis concurrently with the submittal of subdivision construction plans. Individual lot test bores may be required on each lot, with a soil analysis for the foundation design at the sole discretion of the Public Services Director. Test results, soil analyses and foundation designs shall be submitted to the Community Development Director.

2.6 Erosion Control Program:

- a. The Owner shall submit, and have approved by the Public Services Director, a comprehensive erosion control program for the area disturbed during construction activities to mitigate the adverse effects of blowing dirt or dust, and water erosion on other properties in the immediate area before the issuance of an earthwork, road cut or grading permit pursuant to the Code. An erosion and sediment control permit shall be obtained

from the Public Services Director prior to any earthwork taking place in the Addition.

- b. The Owner shall post security for its erosion control as required by the Code, and in a form acceptable to the City. It shall be the obligation of the Owner to keep any security in full force and effect, as required by the Code. In addition, the Owner shall furnish proof of the same to the Public Services Director upon demand of the City.

2.7 Retaining Walls and Fences:

Any retaining walls constructed within the subdivision by the Owner shall be designed and certified by a Wyoming registered professional engineer. The design(s) shall be submitted to the Public Services Director and Community Development Director for written approval before a building permit will be issued. Said walls shall be constructed within the boundaries of each lot and not on the property lines. Maintenance of said walls shall be the responsibility of each individual lot owner. Provided, however, retaining walls and fences shall not be constructed on any drainage easements, or on any other ways depicted on any other recorded instrument without the approval of the Public Services Director.

2.8 Water and Sewer:

All water and sewer improvements shall be constructed in full compliance with the Code as it exists at the time of construction, including, but not limited to the following requirements:

- a. Curb boxes shall be left behind the sidewalk in front of each lot and the Owner shall protect, during the subsequent course of developing the Addition, valve boxes and curb boxes from damage, and be wholly responsible for the repair and replacement to the Public Services Director's satisfaction of such that are damaged or destroyed. If the Owner shall fail or refuse to promptly repair or replace such boxes as required, the City may do so and charge the Owner directly for said cost. The Owner shall adjust said valve and curb boxes to finished grade, at the time the paving work is completed in the Addition.
- b. The Owner shall construct the necessary water lines and appurtenances up to and through the Addition. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved in writing by the Public Services Director. Water line sizes shall be as determined by the Public Services Director.
- c. The Owner, at its cost, shall install water service lines in accordance with Code specifications to the property line so as to serve each lot or building site in the Addition.

- d. The Owner shall construct the necessary sewer lines up to and through the Addition. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved in writing by the Public Services Director. Sewer sizes shall be as determined by the Public Services Director.
- e. The Owner, at its own cost, shall install sewer service lines, in accordance with Code specifications, to the property line so as to serve each lot or building site in the Addition.
- f. The Owner shall protect manhole covers and rings from damage in the course of constructing the line, and shall be solely responsible for repair or replacement to the Public Services Director's satisfaction. The Owner shall adjust such manhole rings and covers to finished grade. The Owner agrees to protect and save the City harmless from any loss or claim suffered by other sewer users to their real or personal property, and from personal injury or damages by reason of obstruction or damage to the sewer lines or any part thereof occasioned by present or future construction work on said Addition by the Owner. Said obligation shall continue until the sewer line and the system within the Addition is accepted by the Public Services Director by issuance of a "letter of acceptance." Provided, however, that acceptance of part of the system shall not relieve the Owner of the obligations herein imposed for the remaining improvements that have not been accepted within said Addition.
- g. Prior to the issuance of a building permit for any new structure, or prior to the issuance of a plumbing permit to connect existing buildings to the water and sewer systems, the then-existing water system investment charge (connection charge), sewer system investment charge (connection charge) and water meter charge shall be paid to the City. The Owner will also pay to the Central Wyoming Regional Water System Joint Powers Board the then current Regional Water System investment charge for each building to be served with water.
- h. All necessary water and sewer easements, in forms acceptable to the City, up to and through the subdivision shall be obtained by the Owner, which grant to the City the right of ingress and egress thereto for purposes of laying out, constructing, inspecting, maintaining and replacing water lines, sewer lines, its fire hydrants and other appurtenances.
- i. The Owner agrees to abide by all federal, state and local laws, rules and regulations regarding the use of its water and sewer facilities, and water and sewer service, including, but not limited to, the Federal Pretreatment Regulations and all the Code sections relating to industrial pretreatment.
- j. At such time as said water and/or sewer mains are installed by the Owner and a "letter of acceptance" is issued by the Public Services Director, the City shall pursuant to the Code, reimburse the Owner twice the difference in material cost between an eight (8) inch water and/or sewer main, or larger size if required by the development, and the required oversized main pursuant to the Code, as

amended. Such reimbursement will be determined by the City based upon its most recent applicable material costs at the time of the Agreement execution. Reimbursement will only be based on oversizing of water and sewer mains larger than the size required by system analysis and approved by the Public Services Director.

2.9 Easements for all Utilities, Bikeways and Pedestrian Pathways:

Easements for all utilities and future bikeway/pedestrian pathways and access, in recordable forms acceptable to the City, must be provided prior to application for a permit to construct being made to the City.

2.10 Street and Traffic Signs and Controls:

Owner shall pay for the cost and installation of all necessary on and off-site street and traffic control signage, signs signifying the street names, street striping, crosswalk striping, and traffic calming devices, as determined by the Public Services Director in his sole discretion.

2.11 Security Requirements:

In addition to and separate from the security required for erosion control, Owner shall comply with all Code requirements for all other security and surety requirements as set forth in the Code, including, but not limited to the financial surety and security for the project, landscaping and warranty period.

2.12 Record Drawings:

- a. Owner shall submit "as-built" record documents for paving, drainage, water and sewer to the City prior to the issuance of the certificate of occupancy. Reproducible hard copy drawings shall be in the form of one (1) set of 4 mil Mylar, 24" x 36" labeled as "Record Drawings" and dated. Record Drawings shall also be provided on electronic media in Adobe (pdf) format and in AutoCAD format or other format specified by Owner. Record documents shall be submitted on CDs, or other media as directed by Owner, labeled as "Record Drawings" and include the project name, City of Casper project number and date.
- b. All digital files necessary for correct plotting of the final record drawings in the AutoCAD version, such as external references, pen assignments, images, etc. shall be provided. Any x-refs or other files that can be, shall be incorporated into the final drawings to minimize the manipulation necessary for plotting.

2.13 Completion of Infrastructure Improvements Prior to Certificate of Occupancy:

All required on-site and off-site improvements shall be completed and approved by the Public Services Director prior to the issuance of the first certificate of occupancy unless otherwise designated in this Agreement.

2.14 Other Costs in Separate Agreements:

If any recapture costs, costs for a drainage basin or sub-basin wide stormwater management program are applicable to this Subdivision, those costs shall be allocated in a separate exhibit attached to this Agreement. Failure of any such exhibit to be attached to this Agreement shall not relieve the Owner of its obligation to pay its proportionate share of those costs.

2.15 Stormwater, Flooding and Letters of Map Revisions:

- a. Owner shall comply with and pay for all costs associated with any Stormwater Pollution Prevention Plan, Letter of Map Revision (LOMR), or other related requirements of Wyoming DEQ, Federal Emergency Management Agency (FEMA) or any other agency that has jurisdiction over the real property in impacted by this Agreement.
- b. Owner shall provide the City with copies of all Stormwater Pollution Prevention Plan elements as reviewed and approved by Wyoming DEQ; any LOMR, along with the necessary submittals to update flood mapping in accordance with FEMA requirements, and documentation of Base Flood Elevations.
- c. All requirements of this section shall be met prior to issuance of a permit to construct subdivision improvements.

SECTION 3 - OBLIGATIONS OF CITY

The City shall issue a building permit and certificate of occupancy for the buildings in the Addition upon performance by the Owner of the conditions set forth herein, and upon Owner's compliance with all applicable Code requirements. All building permits will be issued by the Community Development Director in accordance with the Code.

SECTION 4 - REMEDIES

In the event the Owner fails to do, or fails to cause to be done, any of the requirements set forth in this Agreement in an expeditious manner, the City may, at its option, do any or all of the following:

- a. Refuse to issue any building permits or certificates of occupancy to any person, including the Owner, or its heirs, successors, assigns and grantees.

- b. After written notice to the Owner of any public improvements which have not been completed or properly completed, and upon Owner's failure to cure the same within a reasonable period of time, the City may complete any and all of the public improvements required by this Agreement by itself or by contracting with a third party to do the same. In the event the City elects to complete said improvements, or contracts with a third party to do so, the Owner agrees to pay any and all costs resulting therefrom upon demand by the City.

The remedies provided in this section are in addition to any other remedies specifically provided for in this Agreement, or which the City may otherwise have at law or in equity, and are not a limitation upon the same. The Owner further agrees to pay all reasonable attorneys' fees, court costs, and litigation costs in the event the City is required to enforce the provisions of this Agreement in a court of law.

SECTION 5 – GENERAL PROVISIONS

- a. Successors and Assigns: The terms and conditions of this Agreement shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, successors, assigns, and grantees and shall bind and run with the real property that is the subject matter of this Agreement. The Owner shall not assign this Agreement or otherwise sub-contract its duties and responsibilities as set forth in this Agreement without the prior written consent of the City.
- b. Wyoming Governmental Claims Act: The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Sections 1-39-101, *et seq.* The City specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- c. Governing Law and Venue: This Agreement, its interpretation and enforcement shall be governed and construed in accordance with the laws of the State of Wyoming. Any litigation regarding this Agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.
- d. Complete Agreement: This Agreement shall constitute the entire understanding and agreement of the parties, and supersedes any prior negotiations, discussions or understandings.
- e. Amendment: No amendment or modification of the terms of this Agreement shall be valid or enforceable unless made in writing and executed by all parties hereto.

- f. Waiver: Failure on the part of either party to enforce any provision of this Agreement, or the waiver thereof, in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.
- g. No Third-Party Beneficiary Rights: The parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.
- h. Severability: If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid, illegal or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.
- i. Notices: Notices required or permitted to be given by a Party to the others must be in writing and either delivered in person or sent to the address shown below (or such subsequent address as may be designated by either party in writing) by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Wade H. Kindel
 Box 51551
 Casper, Wyoming 82605

City of Casper
 Attn: Community Development Director
 200 North David
 Casper, WY 82601
 Fax: 307-235-8362

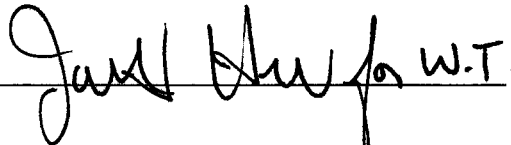
- j. Headings: The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation thereof.
- k. Survival: All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final

payment, completion and acceptance of the services and termination or completion of the Agreement.

- l. Copies: This Agreement may be executed in more than one copy, each copy of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement.
- m. Authority: Each individual executing this Agreement for and on behalf of their principals hereby state that they have the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and intended hereby. Owner further states that it is authorized to transact business in the State of Wyoming, properly registered and not delinquent with the Secretary of State.
- n. Term: At the time the Owner files for a permit to construct, the then applicable code provisions shall apply for the life of the permit or under an extension that is approved by the Public Services Director. If the Owner fails to file for a permit to construct at the time of platting, all applicable provisions of the Code that have changed since the execution of this Agreement shall be required of the Owner at the time of permit application, and the City at its sole discretion may require a new Subdivision Agreement and/or the replatting of property. Provided, however, Code amendments pertaining to the health and safety of the public shall be complied with by the Owner during the term of this Agreement, regardless of the validity of the permit to construct.

The parties hereby enter into this Agreement on the day and year first written above.

APPROVED AS TO FORM:


_____ W.T.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

WITNESS:

OWNER

Wade H. Kindel

By: _____

By: [Signature]

Printed Name: _____

Printed Name: Wade Kindel

Title: _____

Title: Owner

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this _____ day of _____, 2020, by Steven K. Freel, as the Mayor of the City of Casper.

(Seal, if any)

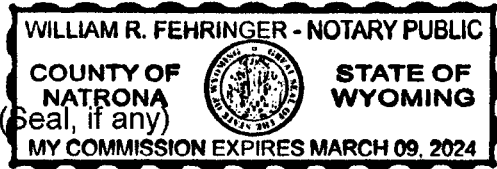
(Signature of notarial officer)

Title (and Rank)

[My Commission Expires: _____]

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 12th day of November, 2020, by Wade H. Kindel as the property owner of the Kinco Addition No. 2.



William R Fehring
(Signature of notarial officer)

Notary
Title (and Rank)

[My Commission Expires: 3-9-24]

ORDINANCE NO. 27-20

AN ORDINANCE APPROVING THE KINCO ADDITION NO. 2
SUBDIVISION AGREEMENT AND THE FINAL PLAT
CREATING KINCO ADDITION NO. 2.

WHEREAS, an application has been made to plat a portion of SE1/4NW1/4, Section 3, T33N, R79W, 6th P.M., Natrona County, Wyoming, located at 813 North Elma Street, and comprising 0.77-acres, more or less, to create the Kinco Addition No. 2 (the “plat”); and,

WHEREAS, after a public hearing, the City of Casper Planning and Zoning Commission passed a motion recommending that the City Council approve the requested plat; and,

WHEREAS, the final plat requires approval by ordinance, following a City Council public hearing; and,

WHEREAS, a written subdivision agreement will be executed between the City of Casper and the property owner, Wade Kindel, which will be approved with the plat upon third reading of this ordinance; and,

WHEREAS, the governing body of the City of Casper finds that the above-described plat and subdivision agreement should be approved.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING:

SECTION 1:

That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, the Kinco Addition No. 2 Subdivision Agreement.

SECTION 2:

That the final plat creating the Kinco Addition No. 2 is hereby approved under terms and conditions of the Kinco Addition No. 2 Subdivision Agreement.

SECTION 3:

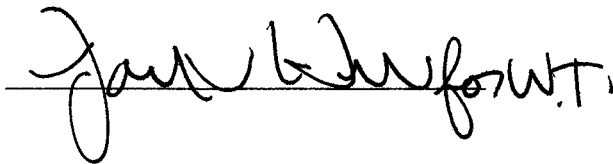
This ordinance shall be in full force and effect from and after passage on three readings and publication pursuant to law.

PASSED on 1st reading the 17th day of November, 2020.

PASSED on 2nd reading the ____ day of _____, 2020.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the ____ day of _____, 2020.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

ORDINANCE NO. 28-20

AN ORDINANCE AMENDING ORDINANCE NO. 11-11, AN ORDINANCE GRANTING TO SOURCEGAS DISTRIBUTION LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS, THE RIGHT, PERMISSION AND AUTHORITY TO CONSTRUCT, MAINTAIN AND OPERATE A GAS TRANSMISSION AND DISTRIBUTION SYSTEM, INCLUDING MAINS, PIPES, CONDUITS, SERVICES AND OTHER STRUCTURES, IN, UNDER, UPON, OVER, ACROSS AND ALONG THE STREETS, ALLEYS, BRIDGES AND PUBLIC PLACES WITH THE PRESENT AND FUTURE CORPORATE LIMITS OF THE CITY OF CASPER, WYOMING; FOR THE FURNISHING, TRANSMISSION, DISTRIBUTION AND SALE OF GAS WHETHER ARTIFICIAL, NATURAL, MIXED OR OTHERWISE FOR LIGHTING, HEATING, DOMESTIC, INDUSTRIAL AND OTHER USES IN SAID CITY AND ELSEWHERE, LIMITING THE TERM OF SAID GRANT; PRESCRIBING THE TERMS AND CONDITIONS UNDER WHICH SAID COMPANY MAY OPERATE; AND, REPEALING ORDINANCE NOS. 20-00 AND 16-04.

WHEREAS, under Wyoming Statute Section 15-1-103(a)(xxxiii), a city may grant franchises for such terms as the governing body deems proper to any utility company; and,

WHEREAS, on March 1, 2011, City Council approved Ordinance No. 11-11, which granted a Franchise to SourceGas Distribution, LLC, a Delaware Limited Liability Company (hereafter SourceGas); and,

WHEREAS, Black Hills Utility Holdings, Inc. acquired SourceGas in 2015 operating the utility under the name Black Hills Gas Distribution, LLC d/b/a Black Hills Energy; and

WHEREAS, Black Hills Gas Distribution, LLC transferred its Wyoming natural gas utility assets to its affiliate Black Hills Gas Distribution Wyoming, LLC in June of 2019; and

WHEREAS Black Hills Gas Distribution Wyoming, LLC was merged with and into Black Hills Wyoming Gas, LLC, d/b/a Black Hills Energy; and,

WHEREAS, the City of Casper and Black Hills Wyoming Gas, LLC, wish to extend the Franchise term, established by Ordinance 11-11, an additional twenty (20) years, for a total term of thirty (30) years.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING:

SECTION 1:

The party identified in Ordinance No. 11-11 as “SourceGas Distribution LLC, a Delaware Limited Liability Company”, and “Franchisee” was purchased by Black Hills Utility Holdings, Inc. which subsequently transferred all interests in the Wyoming natural gas utility to Black Hills Wyoming Gas, LLC. Black Hills Wyoming Gas, LLC, is the successor in interest and the party name is updated as such.

SECTION 2:

SECTION 3. TERM. of Ordinance No. 11-11 is amended, and replaced to read as follows:

The right and authority herein granted shall continue for a period of thirty (30) years from and after the date of final passage of this Agreement (Ordinance), subject to the City’s right to renegotiate the franchise fee as described in Section 5.d. below.

SECTION 3:

The first sentence of SECTION 5. FRANCHISE FEE AND PERMITTING, paragraph (d) is amended to read as follows:

The City reserves the right to renegotiate the franchise fee up to and no more than six times during the thirty (30) year term of this Agreement, subject to the following limitations.

PASSED on 1st reading the 17th day of November, 2020.

PASSED on 2nd reading the _____ day of _____, 2020.

PASSED, APPROVED, AND ADOPTED on third and final reading the _____ day of _____, 2020.

APPROVED AS TO FORM:

Walker Trust

ATTEST:

Fleur Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Steven K. Freel
Mayor

October 27, 2020

MEMO TO: Carter Napier, City Manager *CN*
FROM: Tracey L. Belser, Support Services Director *TLB*
Matt Thomason, Building and Structures Manager
SUBJECT: Authorize a Professional Services Agreement with Huber Plumbing and Heating to Replace Boilers and Mechanical Equipment at the Metro Animal Shelter

Meeting Type & Date

Council Meeting, November 17, 2020

Action type

Resolution

Recommendation

That Council, by resolution, authorize a professional services agreement between the City of Casper and Huber Plumbing and Heating to replace boilers and mechanical equipment at the Metro Animal Shelter.

Summary

Every summer the City's insurance company, Wyoming Association of Risk Management (WARM), contracts with Hartford Steam Boiler to inspect all of the City's boilers. During the inspection of the Metro Animal Shelter, the inspector found that two of the three boilers that heat the space had cracked water tubes. Due to the location of the tubing, it is not feasible to attempt a repair of the tubes. The third boiler appeared to be in working condition, at this time. All three boilers were installed in 2000 and it is reasonable to believe that the remaining boiler may fail in the near future. Therefore, the decision was made to replace all three boilers as well as some related mechanical equipment as quickly as possible.

Matt Thomason, Buildings and Structures Manager, contacted three local contractors to obtain bids to replace the boilers and associated mechanical equipment. The vendors contacted were Huber Plumbing and Heating, Dynamic Controls, and Davidson Heating and Plumbing. Two of the three contractors, Huber Plumbing and Dynamic Controls, provided bids. Huber Plumbing and Heating met all the bid specifications and was chosen as the contractor for this project with the lowest bid proposed.

Financial Considerations

\$34,495.00 is currently in the Buildings and Structures budget to fund the project.

Oversight/Project Responsibility

Matt Thomason, Support Services

Attachments

Bid Specifications
Professional Services Agreement
Resolution

Series 5B

COMMERCIAL ATMOSPHERIC
GAS-FIRED STEAM BOILER



401 TO 1950
MBH INPUT

CAST IRON
SECTIONAL DESIGN

15 PSI STEAM ONLY

ATMOSPHERIC VENT

SUITED TO LOW
CEILING HEIGHT

77% THERMAL
EFFICIENCY



BURNHAM
Commercial Boilers

Series 5B STEAM BOILER

Quality You Can Count On

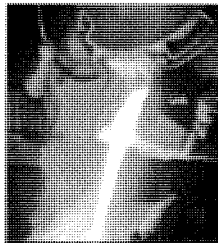
The Burnham Commercial Series 5B boiler offers heating capacities and features that make it ideal for commercial, institutional and high rise residential heating applications. The rear outlet drafthood is specifically suited to installations with low ceiling heights.

The Series 5B boiler is rated at 15 PSI steam and has a thermal efficiency of 77%, meeting AHRI certification requirements.

American-Made Cast Iron Construction

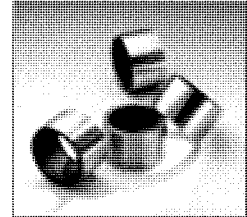
Burnham Commercial's unique cast iron formula has an extremely high silicon content, making it stronger and more flexible. It offers better thermal shock resistance and greater heat transfer capabilities than other cast iron products.

• MANUFACTURED WITH QUALITY
Casting Solutions operates a state-of-the-art foundry, in Zanesville, Ohio, ensuring quality and availability of boiler sections.



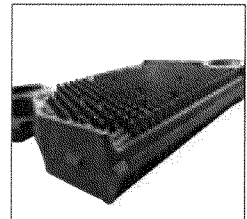
• CAST IRON NIPPLE DIFFERENCE

The gaskets that other manufacturers use to connect boiler sections can break down if they come in contact with oils, boiler flue gases, corrosion inhibitors, pump lubricants, and antifreeze. Burnham Commercial is committed to safety, reliability and durability. That's why the Series 5B uses cast iron nipples instead of gaskets. The Series 5B's cast iron nipples remain unaffected by those elements, ensuring long life and eliminating costly repairs. Cast iron nipples expand and contract with the sections they connect, ensuring the overall integrity of the section assembly.



• HEAT EXCHANGER DESIGN

The cast iron heat exchanger on the Series 5B features a pinned heating surface. These multi-faceted pins allow the heat generated from the combustion process to be transferred to the cast iron from a number of angles, which contributes to the boiler's overall efficiency. A vertical flue design extracts heat while maintaining low draft losses.



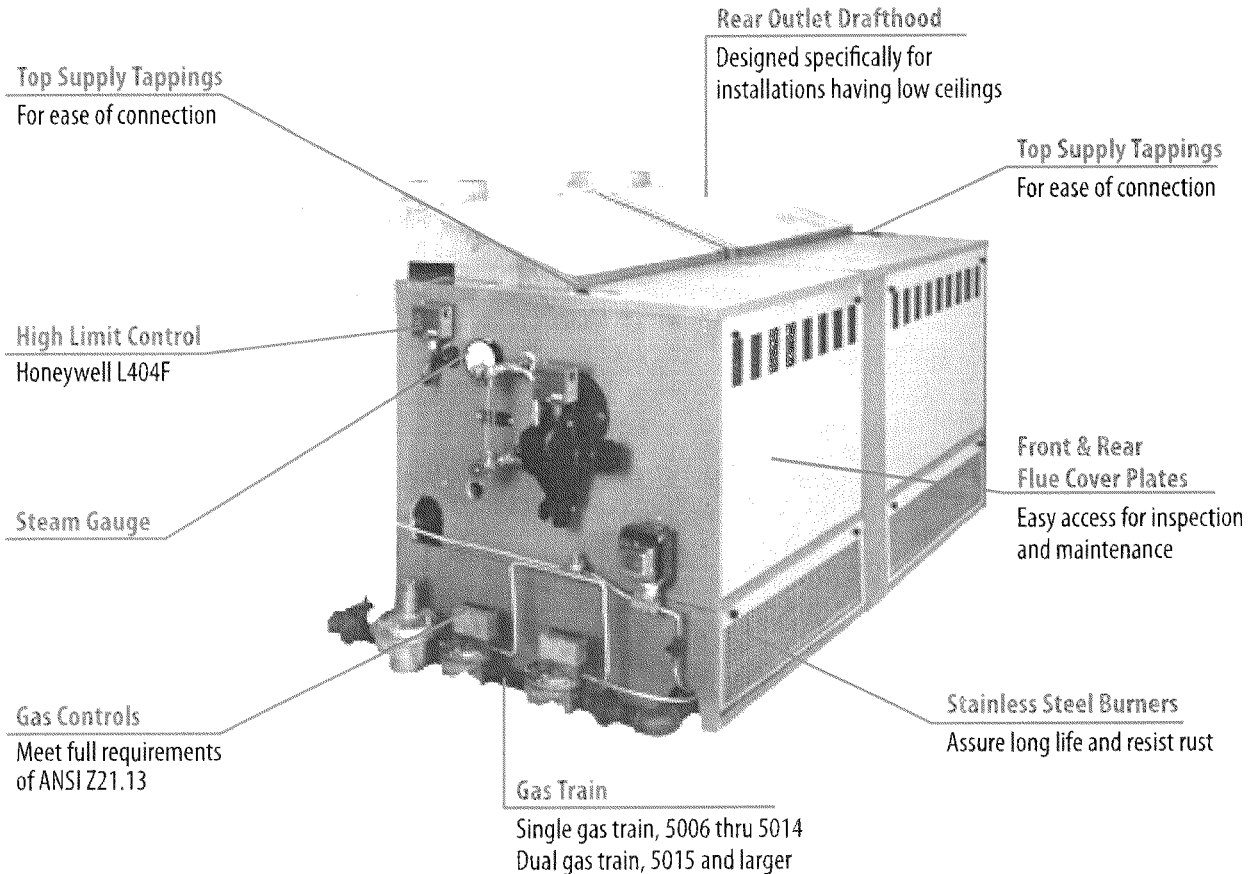
Series 5B: Natural or LP Gas, Steam Only, Cast Iron

Model Number	Gas Input (MBH)	Gross Output (MBH)	Steam Rating Sq. Ft.	Steam (MBH)	Boiler H.P.	Thermal Efficiency
5006B	401	321	1,004	241	9.58	77%
5007B	468	375	1,171	281	11.04	77%
5008B	546	437	1,367	328	12.88	77%
5009B	624	500	1,558	374	14.73	77%
5010B	702	562	1,754	421	16.57	77%
5011B	780	624	1,950	468	18.41	77%
5012B	858	687	2,146	515	20.25	77%
5013B	936	749	2,342	562	22.09	77%
5014B	1,014	812	2,538	609	23.93	77%
5015B	1,092	874	2,729	655	25.77	77%
5016B	1,170	936	2,925	702	27.61	77%
5017B	1,248	999	3,121	749	29.45	77%
5018B	1,326	1,061	3,317	796	31.29	77%
5019B	1,404	1,124	3,513	843	33.13	77%
5020B	1,482	1,186	3,704	889	34.97	77%
5021B	1,560	1,248	3,900	936	36.82	77%
5022B	1,638	1,311	4,113	987	38.66	77%
5024B	1,794	1,436	4,546	1091	42.34	77%
5026B	1,950	1,560	4,975	1194	46.02	77%

Series 5B SUPERIOR QUALITY

Series 5B — Steam Boiler

Maximum Allowable Working Pressure (MAWP): 15 PSI-Steam



3
PAGE

Standard Equipment

ALL BOILERS:	Sections unassembled including left and right heater ends; heater opening cover plates; base-burner manifold assembly: one assembly 5006B thru 5014B, two sub-assemblies 5015B thru 5026B; on-off firing gas control assembly; deluxe insulated jacket; rear outlet drafthood.
STEAM TRIM:	15 PSI safety valve, steam gauge, gauge glass set, L404A high limit control, #67 BC2 LWCO.
USA BOILERS:	EI- Electronic control set: one set - 5006B thru 5014B, two sets - 5015B thru 5026B; provides electronic ignition; 100% safety shutoff; electronic supervision of pilot and intermittent pilot operation. Set includes: S8610M ignition control; Q3481B pilot with flame sensor; gas train for 5006B thru 5009B is Robertshaw 7000 DERHC combination gas valve; gas train for 5010B thru 5026B consists of dual V88A gas valves, Q3481B pilot, RV12 pilot regulator, pilot shutoff valve, main gas pressure regulator; 24V transformer furnished with all valve sets.

Optional Equipment

Assembled sections; Firing sequences: Motorized valve type low-high-off and low-high-low or combination diaphragm gas valve/regulator on low-high-low.
 Electronic control sets:
 OP- manual ignition, continuous pilot flame, with prewired control panel including RM7890A flame safeguard and indicating lights for power on, gas valve on and flame failure;
 EP- electronic ignition, intermittent pilot operation, with prewired control panel including RM7890A flame safeguard and indicating lights for power on, gas valve on and flame failure.
 CSD-1 and factory mutual components are available, consult factory.



Series 5B SPECIFICATIONS

Series 5B Ratings

Boiler Model (1)	RATING MBH (2) (3)		NET RATING (4) (5)		USA Boiler H.P.	(No.) & Size of Flue Outlets	Breeching Diameter (In.)	RECOMMENDED CHIMNEY SIZE (6)		Approx. Shipping Weight (Lbs.)
	Input	Gross Output	Steam					Round Dia. In. x Ft.	Rectangular In. x In. x Ft.	
			I=B=R Sq. Ft.	I=B=R MBH						
5006B	401	321	1,004	241	9.58	(1) 9"	9	10 x 15	12 x 12 x 15	1,160
5007B	468	375	1,171	281	11.04	(1) 10"	10	10 x 15	12 x 12 x 15	1,340
5008B	546	437	1,367	328	12.88	(1) 12"	12	12 x 15	12 x 16 x 15	1,525
5009B	624	500	1,558	374	14.73	(1) 12"	12	12 x 15	12 x 16 x 15	1,720
5010B	702	562	1,754	421	16.57	(1) 12"	12	12 x 15	12 x 16 x 15	1,895
5011B	780	624	1,950	468	18.41	(2) 9"	14	15 x 15	16 x 16 x 15	2,085
5012B	858	687	2,146	515	20.25	(1) 9", (1) 10"	14	15 x 15	16 x 16 x 15	2,280
5013B	936	749	2,342	562	22.09	(2) 10"	14	15 x 15	16 x 16 x 15	2,460
5014B	1,014	812	2,538	609	23.93	(1) 10", (1) 12"	14	15 x 20	16 x 16 x 20	2,640
5015B	1,092	874	2,729	655	25.77	(2) 12"	14	15 x 20	16 x 16 x 20	2,870
5016B	1,170	936	2,925	702	27.61	(2) 12"	14	15 x 20	16 x 16 x 20	3,070
5017B	1,248	999	3,121	749	29.45	(2) 12"	14	15 x 20	16 x 16 x 20	3,265
5018B	1,326	1,061	3,317	796	31.29	(2) 12"	16	15 x 20	16 x 16 x 20	3,445
5019B	1,404	1,124	3,513	843	33.13	(2) 12"	16	18 x 20	16 x 20 x 20	3,620
5020B	1,482	1,186	3,704	889	34.97	(2) 9", (1) 12"	16	18 x 20	16 x 20 x 20	3,810
5021B	1,560	1,248	3,900	936	36.82	(1) 9", (1) 10", (1) 12"	16	18 x 20	16 x 20 x 20	4,005
5022B	1,638	1,311	4,113	987	38.66	(2) 10", (1) 12"	16	18 x 20	16 x 16 x 20	4,185
5024B	1,794	1,436	4,546	1,091	42.34	(1) 9", (3) 10"	18	18 x 20	20 x 20 x 20	4,530
5026B	1,950	1,560	4,975	1,194	46.02	(3) 10", (1) 12"	18	18 x 20	20 x 20 x 20	4,895

- Boiler Model Prefixes:** K - Knockdown; A - Assembled Sections. **Suffixes:** S - Steam. N - Natural Gas; P - LP Gas. EI - Electronic Ignition; OP - Electronically Supervised Standing Pilot with Control Panel; EP - Electronically Supervised Electronic Ignition with Control Panel. (All Series 5B boiler models reach a combustion efficiency of 77%.)
- Ratings provided are for installations from sea level to 2000 ft. elevation. For altitudes above 2000 ft.: USA—Reduce ratings 4% for each 1000 ft. above sea level. Canada—certified for use at altitudes to 4500 ft. above sea level. Each installation, however, must be authorized by local authorities.
- LP gas ratings reduced 6-1/4% from natural gas ratings.
- Net I=B=R ratings shown are based on normal I=B=R piping and pick-up factor. Steam: 1.333 (5006B thru 5021B), 1.329 (5022B), 1.317 (5024B), 1.307 (5026B).
- Net ratings are U. S. A. only.
- Based on year-round use with 6 ft. breechings and no more than one elbow. Chimney height measured from installation floor line to chimney top. Flue size based on nominal size of unlined chimney. Flue lined with largest flue liner which will fit within these dimensions is constructed to have the same effective flue area. Individual vents—If boiler is equipped with individual vertical vent riser(s) of same size as flue outlet(s) on draft divert(s), these vent(s) should not be less than 5 ft. in height as measured from top of drafthood. For other chimney and breeching combinations, consult the manufacturer.

Note: **Maximum Allowable Working Pressure (MAWP):** 15 PSI Steam

Gas Supply Pressure: Natural Gas - Maximum: 14" W.C.

Minimum: 5.5" W.C. (5009B, 5011B thru 5014B and 5020B thru 5026B)

Minimum: 5" W.C. (5006B thru 5008B, 5010B and 5015B thru 5019B)

LP Gas - Maximum: 14" W.C. - Minimum: 11" W.C.

Not for installation on combustible flooring.

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this 1st day of ~~November~~ ^{December}, 2020, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").
2. Eldean Inc. d/b/a Huber Plumbing and Heating, a Wyoming S-Corp, 902 E. A Street, Casper, Wyoming 82601 ("Contractor").

Throughout this document, the City and the Contractor may be collectively referred to as the "parties."

RECITALS

A. The City is undertaking a project to demolish, remove and replace three (3) boilers, one (1) expansion tank and one (1) air separator to replace existing equipment that failed at the Metro Animal Shelter.

B. The project requires professional services for the removal and installation of new boilers and associated equipment.

C. The Contractor represents that it is ready, willing, and able to provide the professional services to City as required by this Contract.

D. The City desires to retain the Contractor for such services.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

1. SCOPE OF SERVICES:

A. The Contractor shall perform the following services in connection with and respecting the project: Furnish and install three (3) boilers, one (1) new air separator, and one (1) new floor model expansion tank. Contractor shall lower the existing backflow preventer to a lower height to facilitate easier maintenance. Contractor shall furnish all parts, including the specific model numbers listed in section B below. Contractor shall provide all labor, permits and inspections necessary to complete the project as required by this Contract.

B. Equipment to be furnished by Contractor includes:

1. Three (3) Burnham K806HNEI-5 CI boilers;
2. One (1) Transformer relay – Burnham 80160703;
3. One (1) Aquastat – Burnham 80160703;
4. Three (3) Well Assemblies – Burnham 80160452;
5. One (1) Air Separator – Caleffi 551054AC, and
6. One (1) Expansion Tank – Flexcon SXHT110, 62 gallon.

C. Contractor warrants that all work performed under this Agreement will be free from defects in workmanship, equipment, and materials. Upon acceptance of the work, Contractor will transfer the benefit of any applicable manufacturer's warranty to the City.

D. Contractor will correct any errors or omissions in its work and any work deemed unsatisfactory or unacceptable by the City promptly and for no additional compensation.

E. Contractor will perform all work in a professional and workmanlike manner and will furnish all labor, materials, tools, supplies, machinery, utilities, and other equipment that may be necessary for the completion of the Services.

F. Contractor will monitor, supervise, and otherwise control and be solely responsible for all persons or entities performing work on its behalf.

G. Contractor and its employees and agents, while performing the Services or while on City property for any reason during the term of this Contract, will adhere to the City's policies applicable to City employees regarding drugs, alcohol and workplace violence. Policies will be made available to Contractor upon request. Contractor will comply with all applicable federal, state and local laws, ordinances and regulations.

H. Contractor shall remain in compliance with all Occupational Safety and Health Act provisions during installation.

I. Contractor shall provide all Operations and Maintenance (O&M) manuals to City staff at the conclusion of the project.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 31st day of December, 2020.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of Thirty-Four Thousand Four Hundred Ninety Five Dollars (\$34,495.00).

4. METHOD OF PAYMENT:

Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Contractor for services rendered in conformance with the Contract, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Contractor has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

If amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this Contract.

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Contractor's authorized representatives.

The City and the Contractor each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.

APPROVED AS TO FORM

Walter Tremel

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

WITNESS

CONTRACTOR
Eldean Inc. d/b/a Huber Plumbing and Heating

By: *JAH*

By: *Duane D Untersehn*

Printed Name: Jessica Hall

Printed Name: Duane D Untersehn

Title: HR Administrative Assistant

Title: President ELDEAN, INC

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

1.1 The City may terminate this Contract anytime by providing thirty (30) days written notice to Contractor of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by the Contractor under this Contract shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

1.2 Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City, by virtue of termination of the Contract by Contractor, or any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor are determined.

2. CHANGES:

The City may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon between the City and the Contractor, shall be incorporated in written amendments to this Contract. There shall be no increase in the amount of Contractor's compensation unless approved by Resolution adopted by City.

3. ASSIGNABILITY:

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City: provided, however, that claims for money due or to become due the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the City within five (5) business days of any assignment or transfer.

4. AUDIT:

The City or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transactions.

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices required by the government setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

6. OWNER OF PROJECT MATERIALS:

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Contractor under this Contract shall be considered the property of the City, and upon completion of the services to be performed, they will be turned over to the City provided that, in any case, the Contractor may, at no additional expense to the City, make and retain such additional copies thereof as Contractor desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Contractor be released to any person, agency, corporation, or organization without the written consent of the City.

7. FINDINGS CONFIDENTIAL:

All reports, information, data, etc., given to or prepared, or assembled by the Contractor under this Contract are confidential and shall not be made available to any individual or organization by the Contractor without the prior written consent of the City.

8. GOVERNING LAW AND VENUE:

This Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the Seventh Judicial District, Natrona County, Wyoming. The Contractor shall also comply with all applicable laws, ordinances, and codes of the local, state, or federal governments and shall not trespass on any public or private property in performing any of the work embraced by this Contract.

9. PERSONNEL:

The Contractor represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All of the services required shall be performed by the Contractor, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Contractor shall be employed in conformity with applicable local, state or federal laws.

10. SUBCONTRACTOR:

The Contractor shall not employ any subcontractor to perform any services in the scope of this project, unless the subcontractor is approved in writing by the City. Any approved subcontractor shall be paid by the Contractor.

11. INSURANCE AND INDEMNIFICATION:

A. **Prior to the commencement of work**, Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its subcontractors, agents, representatives, or employees.

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit). The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.
3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than the sum of Two Million Dollars

(\$2,000,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Two Million Dollars (\$2,000,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

C. *Higher Limits.* If the Contractor maintains broader coverage and/or higher limits than required under this Agreement, then the City shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

D. *Other Insurance Provisions*

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. *Additional Insured Status*

The City, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 forms if later revisions used).

2. *Primary Coverage*

For any claims related to this Contract, the Contractor's insurance coverage shall be primary and non-contributory insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Contractor as respects the City, its officers, elected and appointed officials, employees, agents and volunteers.

3. *Notice of Cancellation*

Each insurance policy required above shall state that coverage shall not be canceled, materially changed, or reduced, except with notice to the City. Such notice to the City shall be provided in a commercially reasonable time.

4. *Waiver of Subrogation*

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*

Contractor has two options regarding deductibles and self-insured retentions:

- a. Option 1: Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless otherwise approved in writing by the City, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the City may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- b. Option 2: Contractor shall carry insurance with terms that require its insurance company to pay the full value of a covered claim from the first dollar of coverage, even if the Contractor is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. Contractor shall provide a written endorsement from its insurance carrier that such insurance coverage is in place, and shall keep such coverage in place during the term of this Contract and any subsequent time period required for claims made policies.

6. *Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed to in writing by the City.

7. *Claims Made Policies*

If any of the required policies provide coverage on a claims-made basis:

- a. The Retroactive Date must be shown and must be before the date of the Contract or the beginning of Contract work.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work*. However, Contractor's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the Contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of *five (5) years* after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

Contractor shall furnish the City with original certificates of insurance including all required amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and

Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. *Subcontractors*

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that the City is an additional insured on insurance required from subcontractors.

10. *Special Risks or Circumstances*

City reserves the right to reasonably modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

E. Contractor agrees to indemnify the City, the City's employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence, fault or willful and wanton conduct of the Contractor and any subcontractor thereof.

12. INTENT:

Contractor represents that it has read and agrees to the terms of this Contract and further agrees that it is the intent of the parties that Contractor shall perform all of the services for the compensation set forth in this Contract. Contractor also agrees that it is the specific intent of the parties, and a material condition of this Contract, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the City by Resolution of its governing body. Contractor agrees that it has carefully examined the Scope of Services, and that the compensation is adequate for performance of this Contract.

13. WYOMING GOVERNMENTAL CLAIMS ACT:

The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and the City specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

14. NO THIRD PARTY BENEFICIARY RIGHTS:

The parties to this Contract do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

15. FORCE MAJEURE:

Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, pandemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

RESOLUTION NO. 20-223

A RESOLUTION AUTHORIZING A CONTRACT WITH EL DEAN INCORPORATED, D/B/A HUBER PLUMBING AND HEATING TO REPLACE BOILERS AND MECHANICAL EQUIPMENT AT THE METRO ANIMAL SHELTER

WHEREAS, the City of Casper needs a contractor to replace boilers and mechanical equipment at the Metro Animal Shelter; and,

WHEREAS, Eldean Inc. d/b/a Huber Plumbing and Heating is able and willing to provide those services; and,

WHEREAS, the City of Casper desires to hire El Dean Incorporated d/b/a Huber Plumbing and Heating to perform those services.

NOW, THEREFORE, BE IT RESOLVED: That the City Manager or his designee is hereby authorized to make verified partial payments throughout the term of the agreement in accordance with the schedule of fees contained within the contract.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract with Eldean Inc. d/b/a Huber Plumbing and Heating to provide services to replace Boilers and mechanical equipment at the Metro Animal Shelter.

PASSED, APPROVED, AND ADOPTED on this 1st day of December, 2020.

APPROVED AS TO FORM:




ATTEST:


CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Steven K. Freel
Mayor

November 9, 2020

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director 
Scott Baxter, Associate Engineer
Jolene Martinez, Assistant to the City Manager

SUBJECT: Authorizing Amendment #1 to the Contract for Professional Services with Stantec Consulting Services, Inc. in the amount of \$36,973.00 to provide construction administration for construction of the First Street Reach of the North Platte River Restoration Project, Project No. 12-51

Meeting Type & Date:

Regular Council Meeting
December 1, 2020

Action Type:

Resolution

Recommendation:

That Council, by resolution, authorize an amendment to the contract for professional services with Stantec Consulting Services, Inc. (Stantec) in an amount not to exceed \$36,973.00, to provide construction administration services for construction of the First Street Reach of the North Platte River Restoration Project, Project No. 12-51.

Summary:

The North Platte River restoration project began in 2007 and has since rehabilitated approximately 1.5 miles of the North Platte River channel from Morad Park to the Central Wyoming Regional Water Treatment Plant. The North Platte River is one of the most important and utilized rivers in the State of Wyoming, and the restoration of this river is identified as one of Governor Mead's Water and Watershed Restoration Initiatives (Wyoming Water Strategy, 2015). The City of Casper (the City) is dedicated to completing the channel rehabilitation efforts on the North Platte River within the City limits.

Stantec provided design and construction administration for the First Street Reach of the North Platte River Restoration Project in 2019. The project was originally scheduled for completion in one season (September – December 2019), but difficult permitting requirements from the Wyoming Department of Environmental Quality (WDEQ) resulted in a slowed construction pace. Approximately half of the project, from the Poplar Street Bridge to the First Street Bridge, was completed in 2019. But Stantec's contract amount is expected to run out before the project can be completed in Spring 2021.

Stantec has delivered a Contract Amendment Proposal and Scope of Work for the 2020/2021 construction season which will bring the First Street Reach project to completion. The work involves project management and construction oversight.

Staff recommends approval of Stantec's contract amendment to provide construction administration to complete the construction of the First Street Reach of the North Platte River Restoration Project in the amount of \$36,973.00 .

Financial Considerations

Project funding is from the River Fund.

Oversight/Project Responsibility

Scott Baxter/Oversight, Jolene Martinez/Project Responsibility

Attachments

Resolution

Contract for Professional Services

Exhibit A, Proposal & Scope of Work

**AMENDMENT NO. 1 TO THE CONTRACT
FOR PROFESSIONAL SERVICES (“AMENDMENT”)**

This Amendment to the Contract for Professional Services (“Amendment”) is entered into on this 12th day of ~~November~~, 2020, by and between the following parties:
December

1. The City of Casper of Casper, Wyoming (“City”), a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601.
2. Stantec Consulting Services, Inc. (“Consultant”), 3325 South Timberline Road, Suite 150, Fort Collins, , CO 80525-2903.

Throughout this document, the City and the Consultant may be collectively referred to as the “parties.”

RECITALS

A. On July 2,, 2019, the City and Consultant entered into a *Contract for Professional Services* (“Contract”) for design, bid support, and construction administration services for the North Platte River Restoration – 1st Street Reach, Project No. 12-51.

B. The project requires professional services for this work.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree by and between them to amend the Contract as follows:

1. INCORPORATION OF RECITALS

The recitals set forth above are hereby incorporated herein at this point as if fully set forth as part of this Amendment.

2. AMENDMENT TO PART I, SECTIONS 1. AND 2.

SECTION 1 includes “SCOPE OF SERVICES” and is expanded with the following: See the attached Exhibit “A”.

SECTION 2 includes “TIME OF PERFORMANCE” and the year “2020” is deleted in its entirety and replaced with the year “2021.”

3. AMENDMENT TO PART 1, SECTION 3.

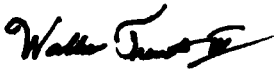
Additional compensation in the amount of \$36,973 is hereby added, bringing the new lump sum total to \$186,716.

4. RATIFICATION

The terms and conditions of the Contract, as modified herein, are hereby ratified by the parties and shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the Parties have executed this Amendment as of the day and year above.

APPROVED AS TO FORM



ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

WITNESS

CONSULTANT
Stantec Consulting Services, Inc.
3325 South Timberline Road, Suite 150
Fort Collins, CO 80525-2903

By: Dinkins, Timothy
Digitally signed by Dinkins, Timothy
DN: CN="Dinkins, Timothy",
OU=internal, OU=users, OU=stantec,
DC=corp, DC=eds
Date: 2020.11.18 16:41:14-0700'

Printed Name: T.C. Dinkins
Title: Design Engineer

By: Randy Walsh
Digitally signed by Randy
Walsh
Date: 2020.11.19 00:02:29
-05'00'

Printed Name: Randy Walsh
Title: Project Manager

October 7, 2020

File: Stantec Project No. 172621110

Attention: Scott Baxter, PE
City of Casper
200 North David
Casper, WY

Reference: 1st Street Restoration Project Implementation Phase II - Scope & Fee Estimate

Dear Mr. Baxter,

In response to your request, Stantec Consulting Services Inc. (Stantec) is pleased to provide this scope and fee proposal for construction oversight services to the City of Casper (Client) for the North Platte River Restoration – First Street Reach Project (project). This change order has necessitated by the need to implement the 1st Street Project over two years, rather than in one single construction season. Under this proposal, Stantec will provide professional consulting services associated with the final implementation of the project, including oversight of major construction in the Fall of 2020, and oversight of revegetation and site planting in the spring of 2021.

Scope of Services

We understand that the City would like Stantec to provide continuing construction oversight services during this second year of project implementation and continuing through project completion. This includes oversight of major construction activities in October, November and December 2020, and oversight of revegetation work in Spring 2021. This scope and fee proposal summarizes these services, by task, in detail below.

Task 1 Project Management, Meetings, and Coordination

This task will include Project Manager and Design Engineer communications, project calls and meetings, regulation of workflow, and management of project financials to ensure successful project maintenance, execution, oversight, and delivery. Effective communications are of paramount importance during all phases of project execution.

Assumptions and exclusions:

- o Stantec's Project Manager and/or lead design engineer will attend weekly project conference calls (plus additional brief calls as necessary) during project construction and ensure proactive communications during the lifecycle of the Project.

Task 2 Construction Oversight Services

Construction administration will consist of the following items:

- Weekly construction observation during active construction and revegetation activities
- Daily safety and project workflow tailgate meetings
- Monthly project meetings with the contractor and the City
- Weekly photo logs that document construction progress
- Weekly field reports with descriptions of construction activities
- The Project Engineer and Project Manager will provide clarifications throughout construction and planting to facilitate review of all invoices
- Onsite observation of construction activities will be performed by a Project Engineer or Senior Ecologist on a weekly basis throughout the active construction window. The Project Manager will make site visits as necessary to facilitate project implementation
- Project Closeout will consist of developing a final punchlist for the contractor and development of an "As-Built" Planset. The "As-Built" Planset will utilize PLS survey data, provided by the contractor, to redline the completed construction elements and to document any field changes.

Assumptions and exclusions:

- Stantec assumes that construction will be completed during one (1) final construction season (October – December, 2020) which will involve 12 weeks of active implementation requiring construction observation. Any changes to this anticipated project construction schedule may necessitate modifications to this agreement.
- Two weeks of revegetation/planting observation is also included in this scope
- Of the 12-week active construction window, it is assumed that Stantec will be onsite full-time (50 hrs/wk) for 6 of these weeks, and half time (25 hrs/week) for the remaining 6 weeks.
- Indirect costs are included for project travel, meals, and project incidentals. These have been estimated using standard rates.
- Stantec staff will be lodged at the Miller House from October through December for a cost of \$1800.
- Lodging for staff during spring planting is estimated at \$600.

Deliverables

Project deliverables under this scope of services includes the following:

- Meeting minutes from weekly and monthly progress meetings

- Weekly photo logs
- Weekly progress reports

Schedule

Active Project Construction is now anticipated to be completed over one final construction season, approximately October through December 2020. Final project planting and revegetation will occur during the spring of 2021, following active construction (approx. April 2020). This scope allows for flexibility regarding the timing of revegetation oversight based on project needs and timing.

Cost

Total cost associated with this scope of services is \$36,973.00

A full breakdown of proposed costs may be found on the attached spreadsheet.

Regards,

Stantec Consulting Services Inc.

J. Randall (Randy) Walsh MSc, CERP
Senior Associate
Phone: 970.658.6766
Randy.Walsh@stantec.com

Attachment: Fee Estimate, By Task – North Platte First Street (Implementation Phase)

c. Jolene Martinez, City of Casper

North Platte River Restoration - First Street Reach (Implementation Phase)
Fee Estimate

PROJECT DESCRIPTION: 1st Street Restoration Project (YEAR 2 Implementation Phase) - City of Casper											10/20/2020	REVISED JRW		
PREPARED BY: STANTEC CONSULTING SERVICES, INC.														
TASK NO.	TASK DESCRIPTION	Project Manager/ Senior Scientist	Design Engineer	Project Engineer	Hydraulic Engineer	Junior Engineer	QA/QC Engineer	Principal In Charge	Permit/Agency Coordinator		TOTAL MAN-HOURS	Labor Cost	Expenses	Total
	2019 RT 1	160	147	131	151	105	211	211	126					
1.0	Project Management, Meetings, & Coordination													
1.1	PM Communications, meetings, workflow, and project finances	20.00	20.00					1.00			41.00	\$ 6,351.00	\$ 100.00	\$ 6,451.00
	Task Subtotal										41.00	\$ 6,351.00	\$ 100.00	\$ 6,451.00
2.0	Construction Oversight Services													
5.1	Onsite construction administration		100.00	50.00		50.00					200.00	\$ 26,500.00	\$ 2,750.00	\$ 29,250.00
5.2	Weekly reporting and project compliance	1.00	4.00	4.00							9.00	\$ 1,272.00	\$ -	\$ 1,272.00
	Task Subtotal										209.00	\$ 27,772.00	\$ 2,750.00	\$ 30,522.00
											250.00	\$ 34,123.00	\$ 2,850.00	\$ 36,973.00
	TOTAL MAN-HOURS	21.00	124.00	54.00	0.00	50.00	0.00	1.00	0.00		250.00			Grand Total \$ 36,973.00

Assume that this budget supplements previous contract amount
 Assume 5 weeks of construction beyond original scope
 3 weeks of this will be onsite full-time (50 hrs/week) --> 150 hours
 2 weeks will be 1/2 time (25 hrs/week) --> 50/hrs

Lodging - included in previous scope
 Travel - 1 mo rental vehicle (@1700/mo) + \$300 fuel/mo = \$2000
 \$30/day meals (20 days/mo for 1.25 mo) = \$750

RESOLUTION NO. 20-224

A RESOLUTION AUTHORIZING AMENDMENT NO.1 TO THE CONTRACT FOR PROFESSIONAL SERVICES WITH STANTEC CONSULTING SERVICES, INC., FOR CONSTRUCTION ADMINISTRATION FOR THE CONSTRUCTION OF FIRST STREET REACH OF THE NORTH PLATTE RIVER RESTORATION, PROJECT NO. 12-51.

WHEREAS, the City of Casper desires to amend the contract for professional services with Stantec Consulting Services, Inc., to provide construction administration for the First Street Reach of the North Platte River Restoration Project; and,

WHEREAS, Stantec Consulting Services, Inc., is able and willing to provide those services, specified as Amendment No.1.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, Amendment No.1 to the Contract for Professional Services between the City of Casper and Stantec Consulting Services, Inc., for additional construction administration services for Construction of the First Street Reach North Platte River Restoration, Project No. 12-51.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments as set forth in the Contract not to exceed the sum of Thirty-Six Thousand Nine Hundred Seventy-Three and 00/100 Dollars (\$36,973.00).

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2020.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

November 10, 2020

MEMO TO: J. Carter Napier, City Manager *JCN*

FROM: Andrew Beamer, P.E., Public Services Director

SUBJECT: Authorizing a Cooperative Agreement with the Wyoming Department of Transportation to Allow Bridge Abutments to Encroach on the City of Casper Rails-to-Trails Corridor.

Meeting Type & Date

Regular Council Meeting
December 1, 2020

Action Type

Resolution

Recommendation:

That Council, by resolution, authorize a Cooperative Agreement with the Wyoming Department of Transportation (WYDOT) to allow bridge abutments to encroach on the City of Casper Rails-to-Trails corridor.

Summary:

WYDOT is preparing to reconstruct the Interstate 25 & Casper Marginal. This project involves the replacement of the bridge superstructure over Walsh Drive and across the Casper Rails-to-Trails corridor. The existing structure has several bridge abutments that land within the Rails-to-Trails corridor. A similar number of abutments of the proposed structure are also planned to encroach within the Rails-to-Trails corridor.

WYDOT previously had an agreement with the Burlington Northern Railroad Company (BNSF) for this encroachment. With the railroad railbanking the corridor and the subsequent acquisition by the City of Casper, WYDOT is now requesting permission from the City of Casper for this encroachment.

As part of the cooperative agreement, WYDOT accepts the risk should the railroad desire to reactivate the line, and agrees to modify the structure at their cost to ensure effective use of the railroad line. WYDOT also agrees to provide the City equivalent right-of-way should the City lose its rights to the Rails-to-Trails corridor because of WYDOT's encroachment.

Financial Considerations

There will be no cost to the City.

Oversight/Project Responsibility

Andrew Beamer, P.E., Public Services Director

Attachments

Resolution
Cooperative Agreement

**COOPERATIVE AGREEMENT
BETWEEN THE
WYOMING DEPARTMENT OF TRANSPORTATION
AND THE
CITY OF CASPER**

Project I254160
Interstate 25, Casper Marginal
Rails to Trails Easement
Natrona County

1. **Parties.** The parties to this Agreement are the Wyoming Department of Transportation (WYDOT), whose address is 5300 Bishop Blvd., Cheyenne, Wyoming 82009, and the City of Casper (City), whose address is 200 N. David Street, Casper, Wyoming 82601.
2. **Purpose of Agreement.** The purpose of this Agreement is to set forth the terms and conditions by which the City will allow WYDOT's bridge abutments to encroach on their rails to trails line as shown highlighted in blue in Exhibit "A".
3. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The term of the Agreement is from the Effective Date and will remain in effect as long as the bridge is being used by the public, WYDOT deems the bridge no longer necessary, or WYDOT builds a new bridge in this location.
4. **Payment.** No payment shall be made by either party by the other party as a result of this Agreement.
5. **Responsibilities of City.** The City agrees to:
 - A. Allow WYDOT's bridge abutments to encroach on their rails to trails line.
6. **Responsibilities of WYDOT.** The services to be provided by WYDOT are as follows:
 - A. WYDOT accepts the risk that if the Railroad Company and the Federal Surface Transportation Board (STB) re-activate the line and its bridge abutments are in conflict, WYDOT will work with the Railroad Company and the STB to ensure effective use of the line.
 - B. If the Railroad Company and the Surface Transportation Board determine the railroad line needs to be re-activated, WYDOT shall pay at its sole cost to modify the structure to ensure effective use of the line.

- C. If the City loses its rights to the trail because of WYDOT's encroachment, WYDOT shall, at its sole cost and expense, purchase and provide substantially equivalent trail right-of-way for the City within two (2) years of the loss.

7. **General Provisions**

- A. **Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.
- B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. **Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The City shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of WYDOT.
- D. **Audit and Access to Records.** WYDOT and its representatives shall have access to any books, documents, papers, electronic data, and records of the City which are pertinent to this Agreement.
- E. **Award of Related Contracts.** WYDOT may award supplemental or successor contracts for work related to this Agreement or may award contracts to other contractors for work related to this Agreement. The City shall cooperate fully with other contractors and WYDOT in all such cases.
- F. **Compliance with Laws.** The City shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement.
- G. **Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the City in the performance of this Agreement shall be kept confidential by the City unless written permission is granted by WYDOT for its release. If and when the City receives a request for information subject to this Agreement, the City shall notify WYDOT within ten (10) days of such request and shall not release such information to a third party unless directed to do so by WYDOT.

- H. Entirety of Agreement.** This Agreement, consisting of six (6) pages and Exhibit “A” consisting of one (1) page; represents the entire and integrated Agreement between the parties and supersedes all negotiations, representations, and agreements, whether written or oral.
- I. Ethics.** The City shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing the City’s profession.
- J. Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein.
- K. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- L. Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- M. Independent Contractor.** The City shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the City shall be free from control or direction over the details of the performance of services under this Agreement. The City shall assume sole responsibility for any debts or liabilities that may be incurred by the City in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the City or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or WYDOT or to incur any obligation of any kind on behalf of the State of Wyoming or WYDOT. The City agrees that no health or hospitalization benefits, workers’ compensation, unemployment insurance or similar benefits available to State of Wyoming employees will inure to the benefit of the City or the City’s agents or employees as a result of this Agreement.
- N. Nondiscrimination.** The City shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations

thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.

- O. Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.
- P. Ownership and Return of Documents and Information.** WYDOT is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the City in the performance of this Agreement. Upon termination of services, for any reason, the City agrees to return all such original and derivative information and documents to WYDOT in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers.
- Q. Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).
- R. Insurance Requirements.** The City is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, et seq., and certifies that it is a member of the Wyoming Association of Risk Management (WARM) pool or the Local Government Liability Pool (LGLP), Wyo. Stat. § 1-42-201, et seq., and shall provide a letter verifying its participation in the WARM or LGLP to WYDOT.
- S. Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the City, shall identify WYDOT as the sponsoring agency and shall not be released without prior written approval from WYDOT.
- T. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- U. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and WYDOT expressly reserve sovereign immunity by entering into this Agreement and the City expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereign or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the

power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

- V. **Taxes.** The City shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- W. **Termination of Agreement.** This Agreement may be terminated, without cause, by WYDOT upon thirty (30) days written notice. This Agreement may be terminated by WYDOT immediately for cause if the City fails to perform in accordance with the terms of this Agreement.
- X. **Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.
- Y. **Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- Z. **Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- AA. **Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- BB. **Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the City of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to WYDOT.

“THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK”

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

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

ATTEST:

CITY OF CASPER, WYOMING:

Signature

By: _____
Steven K. Freel, Mayor

Print Name

Date

Title

(SEAL)

ATTEST:

WYOMING DEPARTMENT OF TRANSPORTATION:

Sandra J. Scott, Secretary
Transportation Commission of Wyoming

By: _____
Mark J. Gillett, P.E., Chief Engineer

(SEAL)

Date

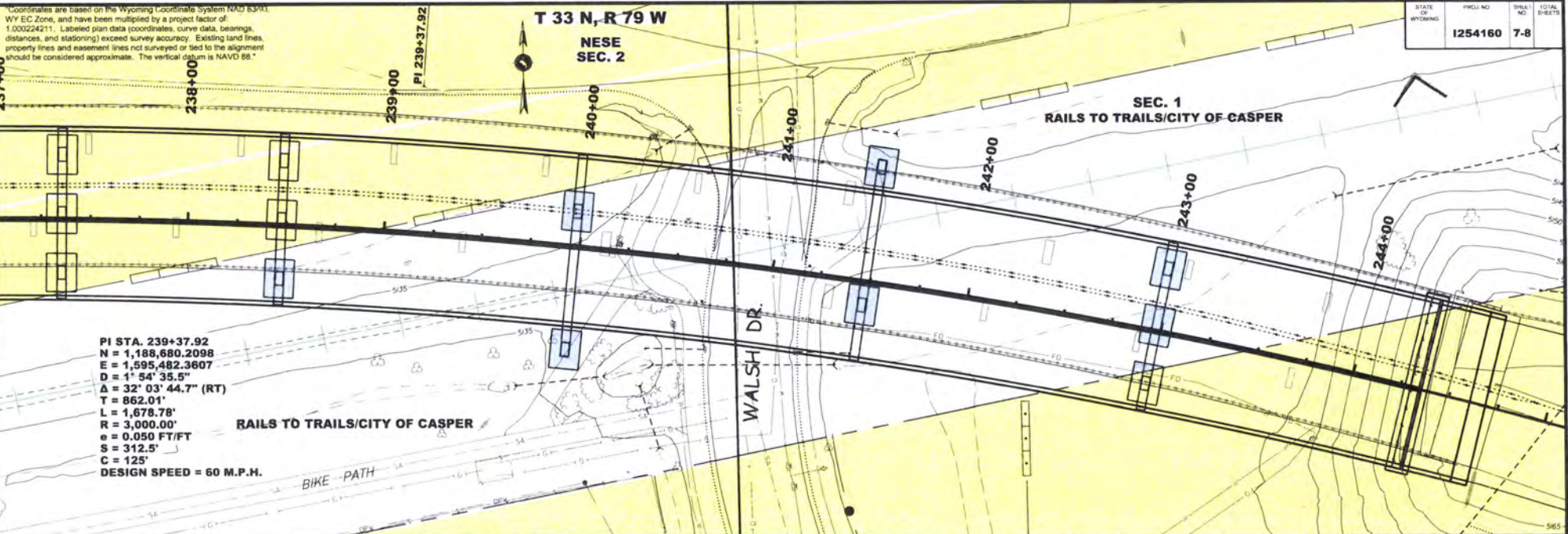
Approved as to form:

By: *Aly. Goldman* #128557
Alysia Goldman 10/29/2020
Assistant Attorney General
State of Wyoming

Date agreement prepared: 10-26-2020

Coordinates are based on the Wyoming Coordinate System NAD 83/01, WY EC Zone, and have been multiplied by a project factor of: 1.000224211. Labeled plan data (coordinates, curve data, bearings, distances, and stationing) exceed survey accuracy. Existing land lines, property lines and easement lines not surveyed or tied to the alignment should be considered approximate. The vertical datum is NAVD 88.

STATE OF WYOMING	PROJ. NO. 1254160	SHEET NO. 7-8	TOTAL SHEETS
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PI STA. 239+37.92
 N = 1,188,680.2098
 E = 1,595,482.3607
 D = 1° 54' 35.5"
 Δ = 32° 03' 44.7" (RT)
 T = 862.01'
 L = 1,678.78'
 R = 3,000.00'
 e = 0.050 FT/FT
 S = 312.5'
 C = 125'
 DESIGN SPEED = 60 M.P.H.

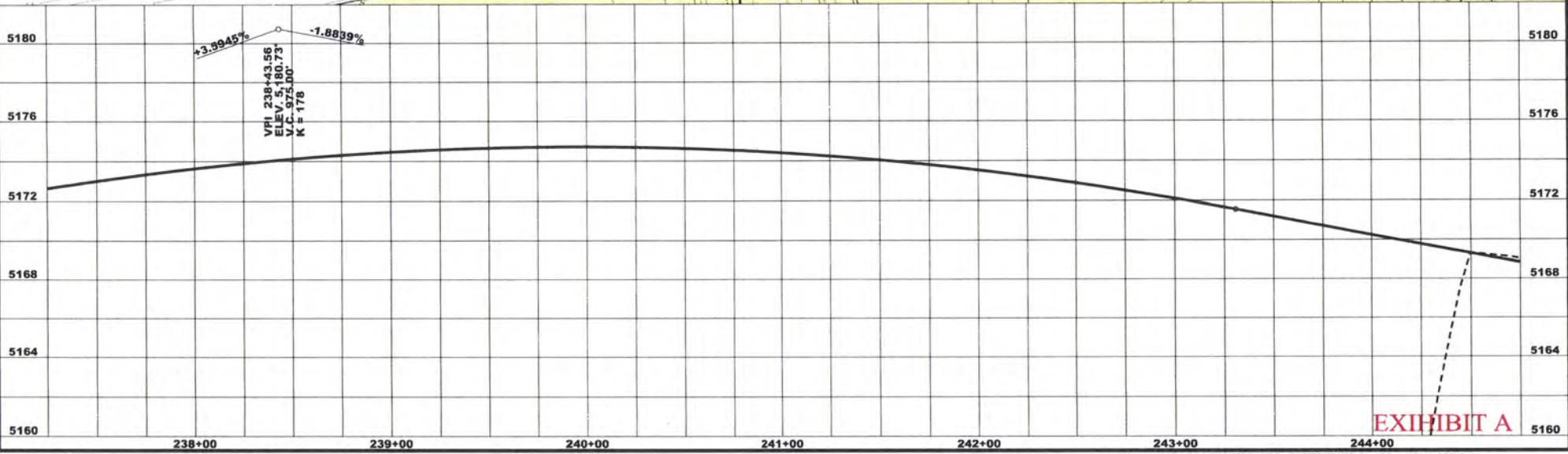


EXHIBIT A

Designed By: _____ Date: _____ Checked By: _____ Date: _____

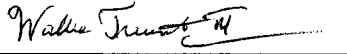
\\cheyenne-hq2\project\21254160\RW Eng\SHETS\1254160 sheet 7-8 mainline exhibit.dgn 8/28/2020 3:33:33 PM 1 of 1

Exhibit "A" to the Agreement between WYDOT and City of Casper

APPROVAL AS TO FORM

I have reviewed the attached *Cooperative Agreement between the Wyoming Department of Transportation and the City of Casper*, and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: November 09, 2020.



Wallace Trembath III
Deputy City Attorney

RESOLUTION NO. 20-225

A RESOLUTION AUTHORIZING A COOPERATIVE AGREEMENT WITH THE WYOMING DEPARTMENT OF TRANSPORTATION TO ALLOW BRIDGE ABUTMENTS TO ENCROACH ON THE CITY OF CASPER RAILS-TO-TRAILS CORRIDOR.

WHEREAS, the City of Casper desires to enter into a Cooperative Agreement with the Wyoming Department of Transportation to allow bridge abutments to encroach on the City of Casper Rails-to-Trails Corridor; and,

WHEREAS, the Wyoming Department of Transportation will assume all risk should the railroad company desire to re-activate the line; and,

WHEREAS, the Wyoming Department of Transportation will provide the City of Casper equivalent right-of-way should the City lose its rights to the railroad corridor because of the Wyoming Department of Transportation's encroachment.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Cooperative Agreement with the Wyoming Department of Transportation to allow the Wyoming Department of Transportation's bridge abutments to encroach on the City of Casper Rails-to-Trails corridor.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2020.

APPROVED AS TO FORM:




ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Steven K. Freel
Mayor

November 17, 2020

MEMO TO: J. Carter Napier, City Manager 
FROM: Jolene Martinez, Assistant to the City Manager
SUBJECT: Submission of a Land and Water Conservation Fund grant in an amount up to \$250,000 for the First Street Gateway Project.

Meeting Type & Date

Council Meeting December 1, 2020

Action Type

Authorization

Recommendation

That Council authorize the submission of a Land and Water Conservation Fund grant in an amount up to \$250,000 for the First Street Gateway Project.

Summary

Visual impressions of a community are important, and gateways into a community can help to create a positive visual impression. The intersection of First and Poplar Streets is one of Casper's major gateways; it leads directly into the downtown core. Though many studies and strategic plans have identified this area as an important gateway, it remains a distinct negative visual break from the work that has been done in the surrounding area including the Amoco Reuse Area, Downtown Casper, and the Old Yellowstone District. Using the public input gathered as part of numerous city plans including Generation Casper, staff has identified the First Street Gateway Project to establish a public gathering space and recreation area that creates a positive presentation of Casper and this downtown area.

The gateway will create a park along the riverfront from the BNSF bridge extending to First Street and west from First Street along the river bank. The park will be a companion to the river restoration construction for the First Street reach of the river, which is currently under construction. Staff is pursuing funding for phase one of the project, which will include a pathway, a boat ramp with an attached parking lot, and landscaping.

As part of the funding strategy, staff is recommending application to the state's Land and Water Conservation Fund (LWCF) for phase one of the Gateway Project. This grant program provides financial assistance for public outdoor recreational lands and facilities. The maximum amount that can be requested is \$250,000, and a 50% match in cash or donated goods and services or work is required. However, applicants must demonstrate they have dedicated 100% of the funding of the grant request by providing an approved resolution by the applicant's governing body and must set aside the property with a 6(f) Land and Water Conservation Fund designation, which makes the property available only for outdoor recreation into perpetuity.

Financial Considerations

The LWCF grant request will be for phase one of the project. Should the City be unsuccessful in securing and LWCF grant the project as proposed to the LWCF will not be built. Elements and phases of the First Street Gateway Project will only be built as funding becomes available. Up to \$250,000 will be requested from the Land and Water Conservation Fund. Since the grant is a reimbursement grant, Council will need to budget \$500,000 for the project. The net cash need for the project will be \$250,000 and \$250,000 will be reimbursed by the grant. The Natrona County Recreation Joint Powers Board awarded the City a \$223,000 grant for First Street Gateway Project elements, and, dependent on project timelines, that grant may be an eligible source of match funding. The additional \$27,000 in funding is anticipated to come from a series of sources including the River Fund, private foundations, and other public grant programs identified by staff. Preliminary discussions with those funders have been encouraging.

Oversight/Project Responsibility

Andrew Beamer, Public Services Director

Liz Becher, Community Development Director

Scott Baxter, Associate Engineer

Jolene Martinez, Assistant to the City Manager

Attachments

Resolution

RESOLUTION NO.20-226

A RESOLUTION AUTHORIZING SUBMISSION OF AN APPLICATION TO THE LAND AND WATER CONSERVATION FUND GRANT PROGRAM

WHEREAS, the City of Casper has identified the need for a gateway into Casper at the First Street entrance and has established a project called the First Street Gateway project; and,

WHEREAS, a park will welcome people to Casper, improve a blighted area, spur development in the area, and provide recreational opportunities and places for people to gather; and,

WHEREAS, positive economic growth can occur when aesthetics and quality of life are improved; and,

WHEREAS, the Land and Water Conservation Fund administered by the Wyoming Division of State Parks, Historic Sites and Trails is a federal grant program designed to assist in development and/or acquisition of public outdoor recreation lands and facilities; and,

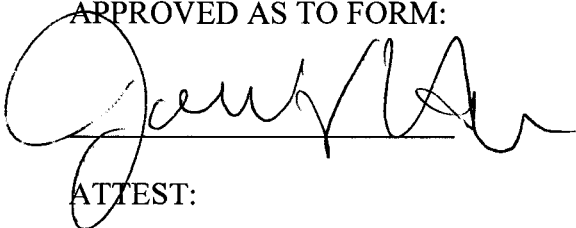
WHEREAS, the City of Casper will dedicate 100% of the grant request funding, set aside the property with a 6(f) Land and Water Fund designation such that the property will only be used for outdoor recreation into perpetuity; and,

WHEREAS, the 50% match can be met with additional grants and donations.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute and the City Clerk to attest, a grant application to the Land and Water Conservation Fund administered by the Wyoming Division of State Parks, Historic Sites and in the amount of up to \$500,000 for the First Street Gateway project.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2020.

APPROVED AS TO FORM:




ATTEST:


CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Steven K Freel
Mayor

November 23, 2020

MEMO TO: City Council
J. Carter Napier, City Manager 

FROM: John Henley, City Attorney 
Heather Bender, Paralegal

SUBJECT: Release of Local Assessment District (LAD) liens

Meeting Type & Date
Regular Council Meeting
December 1, 2020

Action type
Resolution
Information, status report, and request for release of paid LAD assessments and liens.

Recommendation
That Council, by Resolution (one Resolution for LAD 153 and one Resolution for LAD 156) authorize the execution of the attached instruments titled “Release of Lien”, authorize the release of LAD liens as identified on Exhibit 1 to each of the Resolutions.

Summary
Fort Casper Reconstruction Phases I and II significantly improved the properties of owners who received an assessment for LAD 153ⁱ and LAD 156ⁱⁱ; the property owners received a very good deal, they were assessed for only a portion of the work that was performed to benefit their property.ⁱⁱⁱ

At the August 20, 2020 Work Session, Council discussed and provided direction regarding the collection of LAD assessments and enforcement of LAD liens. Council directed City staff to more actively pursue the collection and enforcement of LAD assessments and liens, specifically by establishing more frequent contact with property owners, yearly verification of mailing addresses, title searches regarding change of ownership and property tax monitoring.

Since late August 2020, the City Attorney’s Office has been working on verifying addresses and contacting property owners by sending letters and billing statements by certified mail with follow-up by telephone and in person contacts. The process has been time consuming, but has improved recovery of the assessments. The City Attorney’s Office has been contacted by property owners to set up payment arrangements, with some owners paying their assessment in full. Financial Services has been updating the financial records and has been taking calls from property owners. Staff has fully recovered the following assessments:

LAD #	Last 4 digits of account number	Amount recovered
LAD 156	1015 Hanno	\$4,943.46
LAD 156	1026 Cox	\$411.78
LAD 156	1042 Andrews	\$4,949.80
LAD 156	1065 Collins	\$2,406.86
LAD 156	1232 Sides	\$3,053.97

LAD 156	1281 Blake	\$4,949.80
LAD 156	1198 Ralph	\$5,903.78
LAD 156	1161 Dennis	\$5,216.85
LAD 156	1113 Parsons	\$4,131.38
LAD 156	1202 CY Development	\$304.76
LAD 153	1726 Bell	\$1,551.38
LAD 153	1751 Keenan	\$2,769.35
LAD 153	1940 Mott	\$847.22
LAD 153	1910 Osterheldt	\$1413.91
LAD 153	1893 Yuhasz	\$7,106.67
	Total	\$49,960.97

The following accounts have agreements in place to pay monthly installments by auto account withdrawal; these liens will not be released until payment has been made in full. An agreement for each account has been put in place to preserve the City's right to foreclose, while working with the property owners to resolve the payments that are due.

LAD #	Last 4 digits of account number	Balance (Payments beginning in December)	Amount recovered as of 11/24/20 (down payment)
LAD 156	1097 Clark	\$4,347.64	\$0.00
LAD 156	1181 King	\$3,410.66	\$1,000.00
LAD 156	1287 Brownell	\$4,953.65	\$0.00
LAD 156	1287 Boyd	\$2,186.94	\$2,186.88
LAD 156	1260 Kozak	\$4,397.08	\$0.00
LAD 156	1206 Allen	<u>\$2,900.00</u>	<u>\$1,018.59</u>
	Total	\$22,195.97	\$4,205.47

Total cash received \$54,166.44; additionally payment due pursuant to installment agreements \$22,195.97 = \$76,362.41

Find attached two resolutions authorizing the release of Local Assessment District liens (one resolution regarding LAD 153 and one regarding LAD 156), and various Lien Release instruments regarding property owners who have paid their assessment in full in November 2020.

Financial Considerations

None

Oversight/Project Responsibility

John Henley, City Attorney
Tom Pitlick, Financial Services Director
Connie Arnold, Finance Supervisor

Attachments

Resolutions and Exhibits
Lien Releases

ⁱ LAD 153 improved 310 properties, all but one property owner has paid their assessment in full.

ⁱⁱ LAD 156, improved 289 properties, all but 19 of those properties have paid their assessment in full.

iii LAD 153 and LAD 156 were part of a two-phase construction project which included the total removal and reconstruction of essentially all existing streets and curbs. New streets and curbs were reconstructed incorporating grade adjustments to insure proper surface storm drainage. A new underground storm drainage system including installation of curb inlets was also constructed. Sanitary sewer system improvements included the replacement of all deteriorated sanitary sewer manholes as well as sanitary sewer service laterals. Water mains in the entire area were replaced as well.

Property owners were assessed for the curbwalk installation along the street frontage of their property and replacement of the portion of sanitary sewer service lateral piping within the street right-of-way as well as engineering design, construction administration, and temporary traffic control costs related to these improvements. Property owners were not assessed for street pavement, water, storm sewer, or sanitary sewer main improvements.

Exhibit 1

LAD 153

Address: 1514 Fetterman Ave

Legal Description: LOT 200, FORT CASPER ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING

Property Owner: Robert Yuhasz and Susan Yuhasz

Instrument No. 0695446, Recorded June 28, 2002

LAD 153

Address: 2204 West 15th Street

Legal Description: LOT 1, "FORT CASPER, AN ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING", AS PER RECORDED APRIL 20, 1954, IN BOOK 151 OF DEEDS, PAGE 59

Property Owner: Lynn A. Bell, Susan E. Bell

Instrument No. 0695446, Recorded June 28, 2002

LAD 153

Address: 2644 Coulter Drive

Legal Description: LOT 27, FORT CASPER, AN ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING

Property Owner: Robert H. Keenan, Iris V. Keenan

Instrument No. 0695446, Recorded June 28, 2002

LAD 153

Address: 2854 De Smet Drive

Legal Description: LOT 223 FORT CASPER ADDITION TO THE CITY OF CASPER NATRONA COUNTY WYOMING ACCORDING TO THE PLAT RECORDED APRIL 20 1954 IN BOOK 151 OF DEEDS PAGE 59

Property Owner: James E Von Osterheldt, Suzanne M Von Osterheldt

Instrument No. 0695446, Recorded June 28, 2002

LAD 153

Address: 1547 Brigham Young Street

Legal Description: LOT 277, FORT CASPER, AN ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING

Property Owner: Allen C. Mott

Instrument No. 0695446, Recorded June 28, 2002

RELEASE OF LIEN

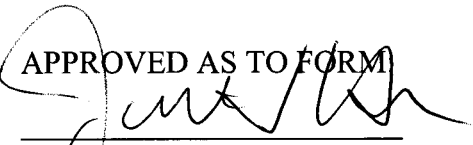
The City of Casper, Wyoming, a Wyoming Municipal Corporation, 200 North David Street, Casper, Wyoming 82601, completed Local Assessment District 153, which improved real property owned by Robert Yuhasz and Susan Yuhasz, located in Casper Wyoming, identified as follows:

Legal Description: LOT 200, FORT CASPER ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING

More commonly known as: 1514 Fetterman, Casper, Wyoming 82604

The Lien (Final Assessment Roll) recorded with the Natrona County Clerk as *Record No. 0695446* on the *28th day of June, 2002*, has been paid and satisfied in full and in consideration of the payment, the City of Casper does hereby release the Lien. Please remove the Lien from the property identified above.

APPROVED AS TO FORM



John Henley, City Attorney

ATTEST:

City of Casper, WYOMING,
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

State of Wyoming)
)
County of Natrona)

This instrument was acknowledged before me on the ___ day of _____, 2020, by Steven K. Freel, Mayor of the City of Casper, Wyoming.

(Seal)

My Commission Expires:

Notary Public

RELEASE OF LIEN

The City of Casper, Wyoming, a Wyoming Municipal Corporation, 200 North David Street, Casper, Wyoming 82601, completed Local Assessment District 153, which improved real property owned by Robert H. Keenan and Iris V. Keenan, located in Casper Wyoming, identified as follows:

Legal Description: LOT 27, FORT CASPER, AN ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING

More commonly known as: 2644 Coulter Drive

The Lien (Final Assessment Roll) recorded with the Natrona County Clerk as *Record No. 0695446* on the *28th day of June, 2002*, has been paid and satisfied in full and in consideration of the payment, the City of Casper does hereby release the Lien. Please remove the Lien from the property identified above.

APPROVED AS TO FORM:

John Henley, City Attorney

ATTEST:

City of Casper, WYOMING,
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

State of Wyoming)
)
County of Natrona)

This instrument was acknowledged before me on the ___ day of _____, 2020, by Steven K. Freel, Mayor of the City of Casper, Wyoming.

(Seal)

My Commission Expires:

Notary Public

RELEASE OF LIEN

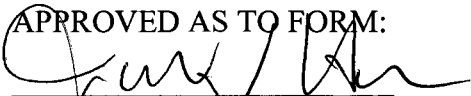
The City of Casper, Wyoming, a Wyoming Municipal Corporation, 200 North David Street, Casper, Wyoming 82601, completed Local Assessment District 153, which improved real property owned by Lynn A. Bell and Susan E. Bell, located in Casper Wyoming, identified as follows:

Legal Description: LOT 1, "FORT CASPER, AN ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING", AS PER RECORDED APRIL 20, 1954, IN BOOK 151 OF DEEDS, PAGE 59

More commonly known as: 2204 West 15th Street, Casper, Wyoming 82604

The Lien (Final Assessment Roll) recorded with the Natrona County Clerk as *Record No. 0695446* on the 28th day of June, 2002, has been paid and satisfied in full and in consideration of the payment, the City of Casper does hereby release the Lien. Please remove the Lien from the property identified above.

APPROVED AS TO FORM:



John Henley, City Attorney

ATTEST:

City of Casper, WYOMING,
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

State of Wyoming)
)
County of Natrona)

This instrument was acknowledged before me on the ___ day of _____, 2020, by Steven K. Freel, Mayor of the City of Casper, Wyoming.

(Seal)

My Commission Expires:

Notary Public

RELEASE OF LIEN

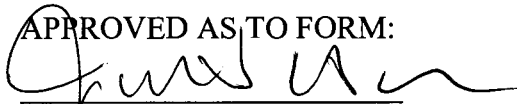
The City of Casper, Wyoming, a Wyoming Municipal Corporation, 200 North David Street, Casper, Wyoming 82601, completed Local Assessment District 153, which improved real property owned by James E Von Osterheldt, Suzanne M Von Osterheldt, located in Casper Wyoming, identified as follows:

Legal Description: LOT 223 FORT CASPER ADDITION TO THE CITY OF CASPER NATRONA COUNTY WYOMING ACCORDING TO THE PLAT RECORDED APRIL 20 1954 IN BOOK 151 OF DEEDS PAGE 59

More commonly known as: 2854 De Smet Drive

The Lien (Final Assessment Roll) recorded with the Natrona County Clerk as *Record No. 0695446* on the *28th day of June, 2002*, has been paid and satisfied in full and in consideration of the payment, the City of Casper does hereby release the Lien. Please remove the Lien from the property identified above.

APPROVED AS TO FORM:



John Henley, City Attorney

ATTEST:

City of Casper, WYOMING,
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

State of Wyoming)
)
County of Natrona)

This instrument was acknowledged before me on the ___ day of _____, 2020, by Steven K. Freel, Mayor of the City of Casper, Wyoming.

(Seal)

My Commission Expires:

Notary Public

RELEASE OF LIEN

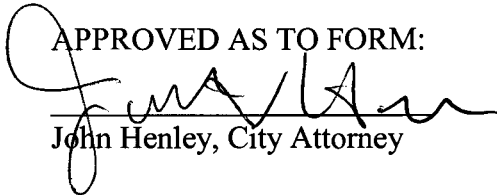
The City of Casper, Wyoming, a Wyoming Municipal Corporation, 200 North David Street, Casper, Wyoming 82601, completed Local Assessment District 153, which improved real property owned by Allen C. Mott, located in Casper Wyoming, identified as follows:

Legal Description: LOT 277, FORT CASPER, AN ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING

More commonly known as: 1547 Brigham Young Street

The Lien (Final Assessment Roll) recorded with the Natrona County Clerk as *Record No. 0695446* on the *28th day of June, 2002*, has been paid and satisfied in full and in consideration of the payment, the City of Casper does hereby release the Lien. Please remove the Lien from the property identified above.

APPROVED AS TO FORM:


John Henley, City Attorney

ATTEST:

City of Casper, WYOMING,
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

State of Wyoming)
)
County of Natrona)

This instrument was acknowledged before me on the ___ day of _____, 2020, by Steven K. Freel, Mayor of the City of Casper, Wyoming.

(Seal)

My Commission Expires:

Notary Public

RESOLUTION NO. 20-227

A RESOLUTION AUTHORIZING THE RELEASE OF LOCAL ASSESSMENT DISTRICT (LAD) LIENS FOR LAD 153.

WHEREAS, the City of Casper, Wyoming, completed LAD No. 153 which improved various properties; and,

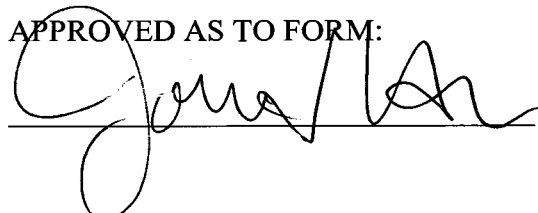
WHEREAS, a Lien (Final Assessment Roll) was recorded with the Natrona County Clerk on the 28th day of June, 2002; and,

WHEREAS, the property owners identified in Exhibit 1, attached hereto and made part of this Resolution, have paid their assessment in full, and for consideration the Lien attached to the property should be released by execution and recordation of a Release of Lien.

NOW, THEREFORE, BE IT RESOLED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: that the Mayor is hereby authorized to execute, and the City Clerk to attest a Release of Lien for the properties referenced in the attached Exhibit 1.

PASSED, APPROVED, AND ADOPTED this ___ day of _____, 2020.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

Exhibit 1

LAD 156

Address: 1624 Fetterman Ave

Legal Description: LOT 289, WESTWOOD NO. 2, AN ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING

Property Owner: Mark E. Hanno

Instrument No. 901815, Recorded January 6, 2011

LAD 156

Address: 2804 Bellaire Dr

Legal Description: LOT 300, WESTWOOD NO. 2, AN ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING.

Property Owners: Leon E. Cox, A. Barbara Cox

Instrument No. 901815, Recorded January 6, 2011

LAD 156

Address: 1624 Fremont Ave

Legal Description: THE SOUTH 57.9 FEET OF LOT 318 AND THE NORTH 1.4 FEET OF LOT 319, WESTWOOD NO. 2, AN ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING.

Property Owners: Howard A. Andrews, Kathy Andrews

Instrument No. 901815, Recorded January 6, 2011

LAD 156

Address: 1645 Kearney Ave

Legal Description: THE SOUTH 59.3 FEET OF LOT 341, WESTWOOD NO. 2, AN ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING.

Property Owners: James P. Collins and Cindy E. Collins

Instrument No. 901815, Recorded January 6, 2011

LAD 156

Address: 1624 Brigham Young

Legal Description: LOT 609, WESTWOOD NO. 2, AN ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING.

Property Owner: Patrick D. Blake

Instrument No. 901815, Recorded January 6, 2011

LAD 156

Address: 1809 Kearney Ave

Legal Description: LOT 514, "WESTWOOD NO. 2," AN ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING, ACCORDING TO THE PLAT RECORDED APRIL 27, 1955, IN BOOK 156 OF DEEDS, PAGE 446

Property Owner: Travis O. Sides, Cynthia C. Sides

Instrument No. 901815, Recorded January 6, 2011

LAD 156

Address: 3005 Bellaire Dr

Legal Description: LOT 480, WESTWOOD NO. 2, AN ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING, AS PER PLAT RECORDED APRIL 27, 1955, IN BOOK 156 OF DEEDS, PAGE 446.

Property Owner: Christopher Ralph

Instrument No. 901815, Recorded January 6, 2011

LAD 156

Address: 1745 Brigham Young Street

Legal Description: LOT 394, WESTWOOD NO. 2, AN ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING

Property Owners: Samuel C. Parsons, III, Susan Parsons

Instrument No. 901815, Recorded January 6, 2011

LAD 156

Address: 2975 Windsor Place

Legal Description: LOT 443, WESTWOOD NO. 2, AN ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING

Property Owners: Rose G. Dennis

Instrument No. 901815, Recorded January 6, 2011

LAD 156

Address: 1818 Kearney Ave

Legal Description: LOT 484, WESTWOOD NO. 2, AN ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING

Property Owners: CY DEVELOPMENT, LLC

Instrument No. 901815, Recorded January 6, 2011

RELEASE OF LIEN

The City of Casper, Wyoming, a Wyoming Municipal Corporation, 200 North David Street, Casper, Wyoming 82601, completed Local Assessment District 156, which improved real property owned by Mark E. Hanno, located in Casper Wyoming, identified as follows:

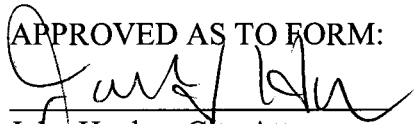
Legal Description:

LOT 289, WESTWOOD NO. 2, AN ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING

More commonly known as: 1624 Fetterman Ave

The Lien (Final Assessment Roll) recorded with the Natrona County Clerk as *Record No. 901815* on the *6th day of January, 2011*, has been paid and satisfied in full and in consideration of the payment, the City of Casper does hereby release the Lien. Please remove the Lien from the property identified above.

APPROVED AS TO FORM:



John Henley, City Attorney

ATTEST:

City of Casper, WYOMING,
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

State of Wyoming)
)
County of Natrona)

This instrument was acknowledged before me on the ___ day of _____, 2020, by Steven K. Freel, Mayor of the City of Casper, Wyoming.

(Seal)

My Commission Expires:

Notary Public

RELEASE OF LIEN

The City of Casper, Wyoming, a Wyoming Municipal Corporation, 200 North David Street, Casper, Wyoming 82601, completed Local Assessment District 156, which improved real property owned by Leon E Cox and A. Barbara Cox, located in Casper Wyoming, identified as follows:

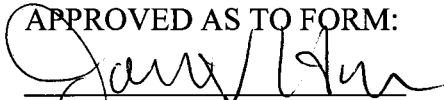
Legal Description:

LOT 300, WESTWOOD NO. 2, AN ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING.

More commonly known as: 2804 Bellaire Dr

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APPROVED AS TO FORM:



John Henley, City Attorney

ATTEST:

City of Casper, WYOMING,
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
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State of Wyoming)
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County of Natrona)

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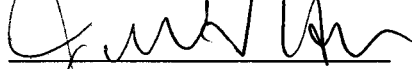
Legal Description:

THE SOUTH 57.9 FEET OF LOT 318 AND THE NORTH 1.4 FEET OF LOT 319, WESTWOOD NO. 2, AN ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING

More commonly known as: 1624 Fremont Ave

The Lien (Final Assessment Roll) recorded with the Natrona County Clerk as *Record No. 901815* on the *6th day of January, 2011*, has been paid and satisfied in full and in consideration of the payment, the City of Casper does hereby release the Lien. Please remove the Lien from the property identified above.

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John Henley, City Attorney

ATTEST:

City of Casper, WYOMING,
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
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State of Wyoming)
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Notary Public

RELEASE OF LIEN


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Legal Description:

THE SOUTH 59.3 FEET OF LOT 341, WESTWOOD NO. 2, AN ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING

More commonly known as: 1645 Kearney Ave

The Lien (Final Assessment Roll) recorded with the Natrona County Clerk as *Record No. 901815* on the *6th day of January, 2011*, has been paid and satisfied in full and in consideration of the payment, the City of Casper does hereby release the Lien. Please remove the Lien from the property identified above.

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A Municipal Corporation

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)
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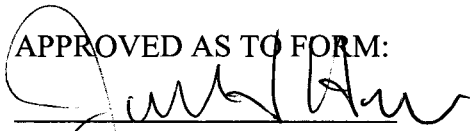
Legal Description:

LOT 609, WESTWOOD NO. 2, AN ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING.

More commonly known as: 1624 Brigham Young

The Lien (Final Assessment Roll) recorded with the Natrona County Clerk as *Record No. 901815* on the *6th day of January, 2011*, has been paid and satisfied in full and in consideration of the payment, the City of Casper does hereby release the Lien. Please remove the Lien from the property identified above.

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John Henley, City Attorney

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Steven K. Freel
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State of Wyoming)
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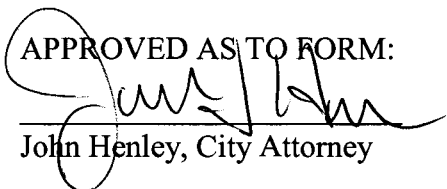
Legal Description:

LOT 514, "WESTWOOD NO. 2," AN ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING, ACCORDING TO THE PLAT RECORDED APRIL 27, 1955, IN BOOK 156 OF DEEDS, PAGE 446

More commonly known as: 1809 Kearney Ave

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APPROVED AS TO FORM:


John Henley, City Attorney

ATTEST:

City of Casper, WYOMING,
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
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State of Wyoming)
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RELEASE OF LIEN

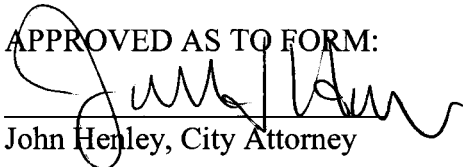
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Legal Description:

LOT 480, WESTWOOD NO. 2, AN ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING, AS PER PLAT RECORDED APRIL 27, 1955, IN BOOK 156 OF DEEDS, PAGE 446.

More commonly known as: 3005 Bellaire Dr

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APPROVED AS TO FORM:

John Henley, City Attorney

ATTEST: City of Casper, WYOMING,
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

State of Wyoming)
)
County of Natrona)

This instrument was acknowledged before me on the ___ day of _____, 2020, by Steven K. Freel, Mayor of the City of Casper, Wyoming.

(Seal)

My Commission Expires: _____
Notary Public

RELEASE OF LIEN

The City of Casper, Wyoming, a Wyoming Municipal Corporation, 200 North David Street, Casper, Wyoming 82601, completed Local Assessment District 156, which improved real property owned by Samuel C. Parsons, III and Susan Parsons, located in Casper Wyoming, identified as follows:

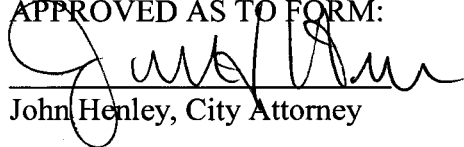
Legal Description:

LOT 394, WESTWOOD NO. 2, AN ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING

More commonly known as: 1745 Brigham Young, Casper, Wyoming 82604

The Lien (Final Assessment Roll) recorded with the Natrona County Clerk as *Record No. 901815* on the *6th day of January, 2011*, has been paid and satisfied in full and in consideration of the payment, the City of Casper does hereby release the Lien. Please remove the Lien from the property identified above.

APPROVED AS TO FORM:



John Henley, City Attorney

ATTEST:

City of Casper, WYOMING,
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

State of Wyoming)
)
County of Natrona)

This instrument was acknowledged before me on the ___ day of _____, 2020, by Steven K. Freel, Mayor of the City of Casper, Wyoming.

(Seal)

My Commission Expires:

Notary Public

RELEASE OF LIEN

The City of Casper, Wyoming, a Wyoming Municipal Corporation, 200 North David Street, Casper, Wyoming 82601, completed Local Assessment District 156, which improved real property owned by Rose G. Dennis, located in Casper Wyoming, identified as follows:

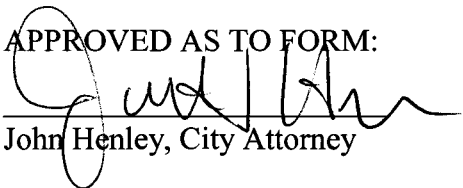
Legal Description:

LOT 443, WESTWOOD NO. 2, AN ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING

More commonly known as: 2975 Windsor Place, Casper, Wyoming 82604

The Lien (Final Assessment Roll) recorded with the Natrona County Clerk as *Record No. 901815* on the *6th day of January, 2011*, has been paid and satisfied in full and in consideration of the payment, the City of Casper does hereby release the Lien. Please remove the Lien from the property identified above.

APPROVED AS TO FORM:



John Henley, City Attorney

ATTEST:

City of Casper, WYOMING,
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

State of Wyoming)

)

County of Natrona)

This instrument was acknowledged before me on the ___ day of _____, 2020, by Steven K. Freel, Mayor of the City of Casper, Wyoming.

(Seal)

My Commission Expires:

Notary Public

RELEASE OF LIEN

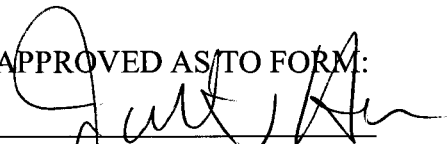
The City of Casper, Wyoming, a Wyoming Municipal Corporation, 200 North David Street, Casper, Wyoming 82601, completed Local Assessment District 156, which improved real property owned by CY DEVELOPMENT, LLC, located in Casper Wyoming, identified as follows:

Legal Description:

LOT 484, WESTWOOD NO. 2, AN ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING

More commonly known as: 1818 Kearney Avenue, Casper, Wyoming 82604

The Lien (Final Assessment Roll) recorded with the Natrona County Clerk as *Record No. 901815* on the *6th day of January, 2011*, has been paid and satisfied in full and in consideration of the payment, the City of Casper does hereby release the Lien. Please remove the Lien from the property identified above.

APPROVED AS TO FORM:


John Henley, City Attorney

ATTEST: City of Casper, WYOMING,
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

State of Wyoming)
)
County of Natrona)

This instrument was acknowledged before me on the ____ day of _____, 2020, by Steven K. Freel, Mayor of the City of Casper, Wyoming.

(Seal)

My Commission Expires: _____
Notary Public

RESOLUTION NO. 20-228

A RESOLUTION AUTHORIZING THE RELEASE OF LOCAL ASSESSMENT DISTRICT (LAD) LIENS FOR LAD 156.

WHEREAS, the City of Casper, Wyoming, completed LAD No. 156 which improved various properties; and,

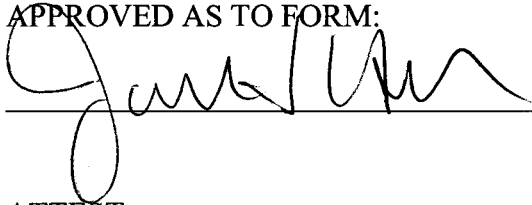
WHEREAS, a Lien (Final Assessment Roll) was recorded with the Natrona County Clerk on January 6, 2011; and,

WHEREAS, the property owners identified in Exhibit 1, attached hereto and made part of this Resolution, have paid their assessments in full, and for consideration the Lien attached to their property should be released by execution and recordation of a Release of Lien.

NOW, THEREFORE, BE IT RESOLED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: that the Mayor is hereby authorized to execute, and the City Clerk to attest a Release of Lien for the properties referenced in the attached Exhibit 1.

PASSED, APPROVED, AND ADOPTED this ___ day of _____, 2020.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

November 16, 2020

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Keith McPheeters, Chief of Police *KMP*
Lori Jackson, PSCC Manager *LJ*
SUBJECT: Authorizing the Purchase of Mobile Telephone Positions in the Total Amount of Fifty Five Thousand, Nine Hundred Sixty Three Dollars and 56/100 (\$55,963.56)

Meeting Type & Date

Regular Council Meeting
December 1, 2020

Action Type

Resolution

Recommendation

That Council, by resolution, authorize the purchase of mobile telephone positions in the total amount of fifty five thousand, nine hundred sixty three dollars and 56/100 (\$55,963.56), to ensure continuity of service to the community during the Coronavirus epidemic.

Summary

The proposed purchase is for three (3) mobile telephone positions that would enable staff to work from a location outside of the Public Safety Communications Center. At this time, we are utilizing the Mobile Command Vehicle as an isolation center for employees who have had contact with a person who has tested positive for Coronavirus, yet do not show symptoms. The rapid community spread will likely affect us in a far greater capacity in the coming months and we will undoubtedly have employees ordered to quarantine. These work stations will provide the mechanism by which quarantined employees would still be able to work. To date, we have had one employee test positive. Luckily, this was identified very early and we were able to isolate other staff members quickly, thus stopping the spread. Should even one quarter of our employees need to quarantine, our staffing would be critically low. which would impact public safety services. This purchase would not only limit additional staff exposure but also, allow asymptomatic or mildly symptomatic employees to continue providing necessary service to the community.

Financial Considerations

The City anticipates the cost of this purchase will be reimbursed by CARES Grant funding.

Oversight/Project Responsibility

Lori Jackson, PSCC Manager

Attachments

Resolution
Agreements

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this 1st day of ~~November~~, 2020, by and between the following parties:
December

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 (“City”).
2. ConvergeOne, Inc. (“Contractor”).

Throughout this document, the City and the Contractor may be collectively referred to as the “parties.”

RECITALS

- A. The City is undertaking a project to provide Remote Telephone Dispatch Consoles.
- B. The project requires professional services for the installation of three Mobile 911 Position Systems.
- C. The Contractor represents that it is ready, willing, and able to provide the professional services to City as required by this Contract.
- D. The City desires to retain the Contractor for such services.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

1. SCOPE OF SERVICES:

The Contractor shall perform the following services in connection with and respecting the project:

- A. Provide all the equipment listed in Exhibit A and assign a project manager to work directly with the City as the main point of contact.
- B. Mobile Positions with prepaid maintenance.
- C. Planning and Implementation Stage:
 1. Discuss and plan network configuration;
 2. Configure FirstNet/AT&T Hotspot for network connectivity;
 3. Schedule installation and implementation;
 4. Test units after installation, and
 5. Provide training to staff.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 15th day of December 2020.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of Fifty-Five Thousand Nine Hundred Sixty-Three Dollars and Fifty-Six Cents (\$55,963.56).

4. METHOD OF PAYMENT:

Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Contractor for services rendered in conformance with the Contract, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Contractor has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

If amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this Contract.

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Contractor's authorized representatives.

The City and the Contractor each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.

APPROVED AS TO FORM

Wallis Tremel

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

WITNESS

CONTRACTOR
ConvergeOne, Inc.

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

1.1 The City may terminate this Contract anytime by providing thirty (30) days written notice to Contractor of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by the Contractor under this Contract shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

1.2 Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City, by virtue of termination of the Contract by Contractor, or any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor are determined.

2. CHANGES:

The City may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon between the City and the Contractor, shall be incorporated in written amendments to this Contract. There shall be no increase in the amount of Contractor's compensation unless approved by Resolution adopted by City.

3. ASSIGNABILITY:

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City: provided, however, that claims for money due or to become due the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the City within five (5) business days of any assignment or transfer.

4. AUDIT:

The City or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transactions.

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices required by the government setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

6. OWNER OF PROJECT MATERIALS:

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Contractor under this Contract shall be considered the property of the City, and upon completion of the services to be performed, they will be turned over to the City provided that, in any case, the Contractor may, at no additional expense to the City, make and retain such additional copies thereof as Contractor desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Contractor be released to any person, agency, corporation, or organization without the written consent of the City.

7. FINDINGS CONFIDENTIAL:

All reports, information, data, etc., given to or prepared, or assembled by the Contractor under this Contract are confidential and shall not be made available to any individual or organization by the Contractor without the prior written consent of the City.

8. GOVERNING LAW AND VENUE:

This Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the Seventh Judicial District, Natrona County, Wyoming. The Contractor shall also comply with all applicable laws, ordinances, and codes of the local, state, or federal governments and shall not trespass on any public or private property in performing any of the work embraced by this Contract.

9. PERSONNEL:

The Contractor represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All of the services required shall be performed by the Contractor, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Contractor shall be employed in conformity with applicable local, state or federal laws.

10. SUBCONTRACTOR:

The Contractor shall not employ any subcontractor to perform any services in the scope of this project, unless the subcontractor is approved in writing by the City. Any approved subcontractor shall be paid by the Contractor.

11. INSURANCE AND INDEMNIFICATION:

A. **Prior to** the commencement of work, Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its subcontractors, agents, representatives, or employees.

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit). The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.
3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than the sum of Two Million Dollars

(\$2,000,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Two Million Dollars (\$2,000,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

C. *Higher Limits.* If the Contractor maintains broader coverage and/or higher limits than required under this Agreement, then the City shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

D. *Other Insurance Provisions*

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. *Additional Insured Status*

The City, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 forms if later revisions used).

2. *Primary Coverage*

For any claims related to this Contract, the Contractor's insurance coverage shall be primary and non-contributory insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Contractor as respects the City, its officers, elected and appointed officials, employees, agents and volunteers.

3. *Notice of Cancellation*

Each insurance policy required above shall state that coverage shall not be canceled, materially changed, or reduced, except with notice to the City. Such notice to the City shall be provided in a commercially reasonable time.

4. *Waiver of Subrogation*

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*

Contractor has two options regarding deductibles and self-insured retentions:

- a. Option 1: Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless otherwise approved in writing by the City, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the City may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- b. Option 2: Contractor shall carry insurance with terms that require its insurance company to pay the full value of a covered claim from the first dollar of coverage, even if the Contractor is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. Contractor shall provide a written endorsement from its insurance carrier that such insurance coverage is in place, and shall keep such coverage in place during the term of this Contract and any subsequent time period required for claims made policies.

6. *Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed to in writing by the City.

7. *Claims Made Policies*

If any of the required policies provide coverage on a claims-made basis:

- a. The Retroactive Date must be shown and must be before the date of the Contract or the beginning of Contract work.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work*. However, Contractor's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the Contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of *five (5) years* after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

Contractor shall furnish the City with original certificates of insurance including all required amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. *Subcontractors*

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that the City is an additional insured on insurance required from subcontractors.

10. *Special Risks or Circumstances*

City reserves the right to reasonably modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

E. Contractor agrees to indemnify the City, the City's employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence, fault or willful and wanton conduct of the Contractor and any subcontractor thereof.

12. INTENT:

Contractor represents that it has read and agrees to the terms of this Contract and further agrees that it is the intent of the parties that Contractor shall perform all of the services for the compensation set forth in this Contract. Contractor also agrees that it is the specific intent of the parties, and a material condition of this Contract, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the City by Resolution of its governing body. Contractor agrees that it has carefully examined the Scope of Services, and that the compensation is adequate for performance of this Contract.

13. WYOMING GOVERNMENTAL CLAIMS ACT:

The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and the City specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

14. NO THIRD PARTY BENEFICIARY RIGHTS:

The parties to this Contract do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

15. FORCE MAJEURE:

Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, pandemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

Exhibit A

Date: 11/4/2020
 Page #: 1 of 2
 Documents #: OP-000572566
 SO-000627197
 Solution Name: CoC - Mobile Positions
 Customer: City of Casper Police Dept

Solution Summary CoC - Mobile Positions

Customer: Ship City of Casper Police Dept To Address: Bill 441 Landmark Dr. Suite 320 Casper, WY 82609 To Address: Attention Accounts Payable 200 N David St Casper, WY 82601-1865 Customer ID: VTWCITCAS0002 Customer PO:	Primary Contact: Email: Lori Jackson Phone: National Account ljackson@cityofcasperwy.com Manager: Email: Phone: 307-235-8270 Brandon Goodwin bgoodwin@convergeone.com +13072325074
--	--

Solution Summary	Current Due	Next Invoice	Due	Remaining	Total Project
Software	\$2,693.12		One-Time		\$2,693.12
Hardware	\$32,916.17		One-Time		\$32,916.17
Professional Services	\$19,202.27		One-Time		\$19,202.27
Maintenance					
Intrado Maintenance	\$1,152.00		Prepaid		\$1,152.00
Project Subtotal	\$55,963.56				\$55,963.56
Estimated Tax	NOT INCLUDED				
Estimated Freight	NOT INCLUDED				
Project Total	\$55,963.56				\$55,963.56

This Order may include the sale of any of the following to Customer: (a) any hardware, third party software, and/or Seller software (collectively, "Products"); (b) any installation services, professional services, and/or third party provided support services that are generally associated with the Products and sold to customers by Seller (collectively, "Professional Services"); (c) any Seller-provided vendor management services, software release management services, remote monitoring services and/or, troubleshooting services (collectively, "Managed Services"); and/or (d) any Seller-provided maintenance services ordered by Customer to maintain and service Supported Products or Supported Systems at Supported Sites to ensure that they operate in conformance with their respective documentation and specifications (collectively, "Maintenance Services"). For ease of reference only, Professional Services, Managed Services and Maintenance Services may be referred to collectively as "Services." Unless otherwise defined herein, capitalized terms used herein will have the same meanings as set forth in the Agreement.

Products and/or Services not specifically itemized are not provided hereunder. This Order will be valid for a period of thirty (30) days following the date hereof. Thereafter, this Order will no longer be of any force and effect. This Order is a configured order and/or contains software.

Solution Quote

#	Item Number	Description	Term	Qty	Unit Price	Extended Price
VIPER 1						
	912925	912925 - SIP I/F to 3rd Party PBX License - Per Position		3	\$409.20	\$1,227.60
VIPER Subtotal:						\$1,227.60
STAGING						
	2 Professional Services	Professional Services				\$999.99
STAGING Subtotal:						\$999.99
LAPTOPS 3						
	914158/CD	Laptop VPN - Installation Media		1	\$82.67	\$82.67
	4 914114/BAK	Portable 9-1-1 Position (Back-up)		3	\$9,920.00	\$29,760.00
	5 914158	Laptop VPN Support License		3	\$822.53	\$2,467.59
LAPTOPS Subtotal:						\$32,310.26
Installation						
	6 Professional Services	Professional Services				\$4,000.00
Installation Subtotal:						\$4,000.00
Project Management Services						
	7 Professional Services	Professional Services Services				\$2,312.28
Project Management Services Subtotal:						\$2,312.28
Software Subscription						
	8 950999/SUB1-BU	Software Sub Service - 1 Year/Position - Back Up Position		3	\$210.00	\$630.00
Software Subscription Subtotal:						\$630.00
Antivirus Recurring Fees						
	9 914143	Symantec Endpoint Protection Manager		3	\$84.00	\$252.00
	10 914148/CD	Call Handling Firewall - Media Set		1	\$142.86	\$142.86
	11 914148	Call Handling Firewall Appliance		1	\$1,928.57	\$1,928.57
Antivirus Recurring Fees Subtotal:						\$2,323.43
C1 911 PRO SERVICES						
	12 Professional Services	Professional Services Services				\$11,890.00
C1 911 PRO SERVICES Subtotal:						\$11,890.00
Software Protection and Remote Tech Support						
	13 950999/PRO1-BU/1	SOFT PROTECT AND REMOTE TECH SUPPORT - /POS - BACK UP POS YEAR		3	\$90.00	\$270.00
Software Protection and Remote Tech Support Subtotal:						\$270.00
Total:						\$55,963.56

RESOLUTION NO. 20-229

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH CONVERGEONE, INC., TO PURCHASE MOBILE TELEPHONE POSITIONS.

WHEREAS, the City of Casper's Public Safety Communications Center has identified the need for back-up dispatch solutions to mitigate loss of staff due to the Coronavirus pandemic; and,


WHEREAS, the Public Safety Communications Center has identified a mobile solution by procuring three (3) mobile telephone positions from ConvergeOne, Inc.; and,

WHEREAS, ConvergeOne, Inc., represents that it is ready, willing, and able to provide the professional services more particularly described in the Contract.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WY: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Contract for Professional Services with ConvergeOne, Inc., in the amount of Fifty-Five Thousand Nine Hundred Sixty-Three Dollars and Fifty-Six Cents (\$55,963.56).

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2020.

APPROVED AS TO FORM:



ATTEST:

Fleur Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Steven K. Freel
Mayor

November 16, 2020

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Keith McPheeters, Chief of Police *KMP 307*
Lori Jackson, PSCC Manager
SUBJECT: Authorizing the Purchase of Mobile Radio Positions in the Total Amount of One Hundred Eighty Five Thousand, Six Hundred Ten Dollars and 00/100 (\$185,610.00)

Meeting Type & Date

Regular Council Meeting
December 1, 2020

Action Type

Resolution

Recommendation

That Council, by resolution, authorize the purchase of mobile radio positions in the total amount of one hundred eighty five thousand, six hundred ten dollars and 00/100 (\$185,610.00), to ensure continuity of service to the community during the Coronavirus epidemic.

Summary

The proposed purchase is for three (3) mobile radio positions that would enable staff to work from a location outside of the Public Safety Communications Center. At this time, we are utilizing the Mobile Command Vehicle as an isolation center for employees who have had contact with a person who has tested positive for Coronavirus, yet do not show symptoms. The rapid community spread will likely affect us in a far greater capacity in the coming months and we will undoubtedly have employees ordered to quarantine. These work stations will provide the mechanism by which quarantined employees would still be able to work. To date, we have had one employee test positive. Luckily, this was identified very early and we were able to isolate other staff members quickly, thus stopping the spread. Should even one quarter of our employees need to quarantine, our staffing would be critically low, which would impact public safety services. This purchase would not only limit additional staff exposure, but also allow asymptomatic or mildly symptomatic employees to continue providing necessary service to the community.

Financial Considerations

The City anticipates the cost of this purchase will be reimbursed by CARES grant funding.

Oversight/Project Responsibility

Lori Jackson, PSCC Manager

Attachments

Resolution
Agreements



CASPER POLICE DEPARTMENT

MCC7500E REMOTE DISPATCH CONSOLES

OCTOBER 28, 2020

The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary and/or trade secret information of Motorola Solutions, Inc. ("Motorola Solutions") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola Solutions.

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Motorola Solutions, Inc.
3337 Church Ranch Road Suite 900
Westminster, CO 80031

October 26, 2020

Scott Hoffman
Police Technologies Manager
Casper Police Department
201 North David Street
Casper, WY 82601

RE: MCC7500E Remote Dispatch Consoles

Motorola Solutions, Inc. (Motorola Solutions) appreciates the opportunity to provide the Casper Police Department with quality communications equipment and services. Motorola Solutions project team has taken great care to propose a solution to address your needs and provide exceptional value.

We are pleased to provide this solution for three (3) new MCC7500E Remote dispatch consoles, and the necessary accompanying hardware and accessories to provide the Casper Police Department dispatch center with a remote dispatching option.

This proposal is subject to the terms and conditions of the Communications System and Services Agreement ("CSSA") enclosed in the proposal, and shall remain valid for a period of 90 days from the date of this letter. Casper Police Department may accept this proposal by providing Motorola a signed version of the CSSA or alternatively issuing its purchase order to Motorola containing the following language: This purchase is subject to the CSSA and the Motorola's proposal ("Proposal") dated 10/28/2020.

Any questions you may have regarding this proposal can be directed to Kevin Parker, Senior Account Executive at 303-859-0029 kevin.parker@motorolasolutions.com

Our goal is to provide the Casper Police Department with the best products and services available in the communications industry. We thank you for the opportunity to present our proposed solution, and we hope to strengthen our relationship by implementing this project.

Sincerely,
MOTOROLA SOLUTIONS, INC.



Thomas Henderson
Area Sales Manager

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SECTION 1

SYSTEM DESCRIPTION

1.1 SOLUTION OVERVIEW

Motorola Solutions has developed this proposal to support the City of Casper, WY Police Department in the deployment of additional dispatch positions. The new positions will be configured for operation outside of the radio network (ORNI) and will be supported by the existing network infrastructure at Casper PD's PSCC dispatch site. This proposal will provide the necessary dispatch site additions to support MCC 7500E ORNI operations as well as three (3) MCC 7500E operator positions (OPs) configured for remote operation.

Based upon Motorola's records Casper PD does not have a sufficient quantity of remaining MCC 7500/7500E master site licensing to support all three (3) of the new OPs. As such, one (1) MCC 7500/7500E master site license package is included with this proposal. This license is capable of supporting up to five (5) additional MCC series OPs.

The proposed solution also includes all necessary hardware and software to support the deployment of three (3) new MCC 7500E OPs. The MCC 7500E's software and licensing is configured to support trunked resources, secure encrypted resources, and features Motorola's Enhanced IRR software. Three (3) new HP ZBook 15 G6 laptops are proposed to support the ORNI dispatch positions. A USB audio interface module (AIM) is also included for each OP to support an associated complement of standard dispatch accessories including headset jacks, a gooseneck microphone, and a dual pedal footswitch. The proposed positions will also feature purpose-built amplified USB speakers and a 7-port USB hub. As the laptop's lack an integrated CD/DVD drive an external DVD drive is included to support software installation. A comprehensive summary of these components and quantities is included in the Proposed Equipment section of this document.

In order to support the described form of ORNI operation for the MCC 7500E OPs, this proposal includes additional networking devices to enhance the capabilities of the PSCC dispatch site. To support remote operator positions Motorola has included its PRX 7000 proxy server, which will be installed on an HP Z2 Mini PC. This proxy server facilitates connectivity between ORNI deployed MCC 7500Es and the dispatch site's infrastructure. The PRX 7000 is capable of supporting up to 10 simultaneous connections to MCC 7500Es operating outside of the radio network. The PRX 7000 server's HP Z2 Mini PC will reside in an existing rack in the equipment backroom and will connect directly to the dispatch site's network. Motorola has also included a rack-mounted 8-Port KVM switch to support the PRX 7000 server. The KVM switch will be used to support the PRX 7000 PC, the existing AIS PC, and any additional backroom devices requiring access to a display monitor. An existing monitor in the equipment backroom will be reconfigured for use with the new KVM switch. In addition to the PRX 7000, some additional network devices will also be deployed to support the ORNI OP's remote connectivity while securing the radio network. A new HP Aruba 2930F-24 switch will be deployed to operate as the site's customer enterprise network (CEN) switch. This switch will provide an interface to the existing radio network's control room firewall as well as a new Fortinet FG-101E VPN firewall. This VPN firewall is intended to exist on the edge of the CEN to support secure VPN based connectivity for the MCC 7500E ORNI positions when connecting remotely through the internet. To prevent unwanted

access to the network 2-factor authentication will be utilized in conjunction with the proposed MCC 7500E position to establish a secure connection with the VPN firewall.

In order to support the ORNI positions' remote operation, the following must be furnished by Casper PD:

- A publicly addressable static IP internet address must be provided to support the remote VPN session when utilizing internet connectivity. This internet connection will be presented to the VPN Firewall at Casper PD's PSCC dispatch site.
- The MCC 7500E laptop(s) will require internet access meeting/exceeding the throughput specifications published within this proposal

1.2 DISPATCH CONSOLE OVERVIEW

The following sections provide a general overview of the MCC 7500E dispatch console platform.

1.2.1 MCC 7500E Console Operator Position

The dispatch position supports commercially available accessories, including a USB microphone, USB headset, and USB footswitch, as shown in the figure titled "MCC 7500E Dispatch Position." The following list describes the components included in the proposed configuration.

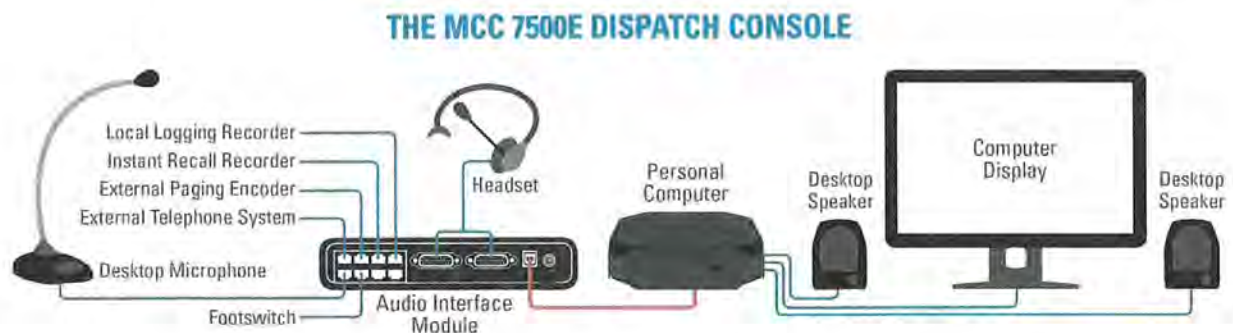


Figure 1-1: MCC 7500E Dispatch Position supports multiple accessories.

Audio Interface Module (AIM)

The USB Audio Interface Module (AIM) acts as an interface between analog devices and the dispatch position and as a general purpose input/output module. The USB AIM supports audio routing between the dispatcher and Motorola Solutions standard peripherals. The USB AIM connects to the MCC 7500E dispatch position with a USB cable.

Personal Computer (PC)

An HP ZBook 15 G6 is included to support the ORNI deployed MCC 7500E positions.

Enhanced Integrated Instant Recall Recorder (IRR)

The Enhanced IRR is seamlessly integrated with the dispatch position's software, allowing audio and call data from any radio or telephony resource to be recorded and easily played

back. Call data includes PTT IDs, name of resource, start time and date, and stop time and date. Two analog inputs are available for use with recording audio from external devices.

Desktop Speakers

Motorola Solutions' purpose-build USB speakers are self-contained units, with individual volume controls, and can be placed on a desktop or mounted on a rack or computer display. The speakers also feature individual power supplies for additional amplification beyond the typical capabilities of a standard USB-powered speaker.

Telephone Headset Interface Port

The telephone/headset port provides a connection for an external telephone to the dispatch position. This allows the operator to use a single headset to communicate on both the radio system and a telephone system.

Headset Jack

Each dispatch console is capable of supporting up to two headset jacks. A headset jack allows a dispatch console user to use a headset while operating the dispatch console. Each headset can either be connected to the console for supervisory applications, or to a desk telephone.

The headset jack contains two volume controls: one for adjusting the level of received radio audio and one for adjusting the level of received telephone audio.

The headset jack supports headsets which use either PJ7 (6-wire) or PJ327 (4-wire) longframe connectors (6-wire headsets have a PTT button while 4-wire headsets do not have a PTT button).

Gooseneck Microphone

The dispatch console is capable of supporting a desktop microphone. The desktop microphone contains a microphone cartridge on a flexible shaft and two buttons in its base. One button controls the General Transmit feature. The other button controls the Monitor feature.

If a desk microphone is connected to a dispatch console while no headsets are connected, the desk microphone is active whenever any transmit function is active. If a desk microphone is connected to a dispatch console while one or two headsets are connected, the desk microphone is only active during a transmit function if its transmit button is pressed. This prevents the desk microphone from picking up unwanted background sound while the dispatch console user is using a headset to transmit.



**Gooseneck
Microphone**

Footswitch

Each dispatch console is capable of supporting a dual pedal footswitch. The footswitch controls the general transmit and monitor functions.

1.3 PROPOSED EQUIPMENT

The proposed system is comprised of the following equipment summary:

- One (1) MCC 7500/7500E Master Site License (Supports Up to Five (5) OPs)
- One (1) HP Aruba 2930F 24-Port CEN Switch
- One (1) Fortigate FG-101E VPN Firewall
- One (1) Fortitoken Pack
- One (1) PRX 7000 Proxy Server – HP Z2 Mini PC
- One (1) 8-Port KVM Switch with a full set of VGA/USB-A cables
- Three (3) MCC 7500E ORNI OPs – each OP includes the following components:
 - Trunking Operation License
 - Secure Operation Licensing (ADP/AES/DES-OFB)
 - Licensing for up to 160 On-Screen Resources
 - Enhanced IRR Software/Licensing
 - One (1) HP ZBook 15 G6 Laptop
 - Two (2) MSI Purpose Built USB Speakers w/ External Power Amplifier
 - One (1) USB Audio Interface Module (AIM) Supporting:
 - ◆ One (1) Gooseneck Mic
 - ◆ Two (2) MCC Series Headset Jacks
 - ◆ One (1) Dual Pedal Footswitch
 - One (1) 7-Port USB Hub
 - One (1) Surge Protected Power Strip
- One (1) USB External DVD Drive

1.4 POWER & HVAC REQUIREMENTS/RECOMMENDATIONS

Power Requirements

In order to ensure that a sufficient power source is available at the site Motorola Solutions has calculated the estimated maximum power draw for the proposed equipment. This may also be helpful in estimating the potential impact on any existing backup power sources, such as an existing uninterruptible power supply (UPS). Please note that this figure does not account for any existing or other devices beyond the direct scope of this proposal.

The proposed backroom equipment is expected to draw up to: **310 W/hr**

HVAC Recommendations

In order to provide adequate cooling for the backroom devices the heat dissipation values of the proposed backroom equipment has been calculated based upon the power consumption estimate. It is highly recommended to ensure that the backroom's A/C unit is sized appropriately in order to avoid premature equipment failure or other negative impacts due to overheating. The thermal loading associated with the front-room MCC 7500 equipment is also provided for consideration.

The proposed backroom equipment is estimated to dissipate up to: **1,058 BTU/hr**

1.5 RECOMMENDED MCC 7500E ORNI CONSOLE BACKHAUL REQUIREMENTS

The MCC 7500E Dispatch Console uses wired (Ethernet) or wireless broadband (e.g. 4G, Wi-Fi) based internet connectivity to establish voice communications with trunked and conventional radios when operating outside of the radio/dispatch network. To ensure proper performance of the MCC 7500E a stable internet connection is highly recommended. MCC 7500E consoles connecting from outside of the RNI must meet the recommended connectivity specifications, below:

Bandwidth Requirements:

- Up to 2.1 Mbps is required to support each MCC 7500E's maximum 60 simultaneous audio stream capacity.

Network jitter allowed:

- 131 ms max

Dropped packets allowed:

- No more than 1% packet loss

Maximum delay:

- Latency between the dispatch site where proxy server is to be installed and the core – lowest latency site link to the core (RF Site or Console Site) < 10 ms

1.6 ASSUMPTIONS

Motorola Solutions has made a number of assumptions in preparing this proposal, which are noted below. Motorola Solutions will need to verify all assumptions or seek alternate solutions in the case of inaccurate assumptions.

- All existing site equipment has been installed in a manner that meets current R56 standards. Any R56 upgrades are the responsibility of Casper PD.
- Sufficient space exists in an existing backroom equipment rack to support the proposed racked devices. At least six (6) rack units of space is available to support the proposed equipment.
- It is assumed that an existing VGA computer monitor exists in the dispatch backroom. This monitor will be used in association with the proposed KVM switch to support the site's existing AIS PC, the proposed PRX 7000 PC, and any other backroom devices requiring the use of a monitor. The associated KVM cables used to interface with the PCs or servers feature VGA/USB-A connectors.
 - Any devices interfaced with the KVM are assumed to be within a 12 ft cable run of the KVM switch.
- All equipment will be provided with a 110/120 VAC power source.
 - Access to one (1) 20A terminated AC outlet above or near the rack will be required to support an additional 6-outlet 15A power strip. Electrical work to provide this outlet, if needed, is not included within the current scope of the proposal.
- Encryption key loading support will be provided by the local radio shop. A KVL 5000 key loader is not included as part of this proposal.

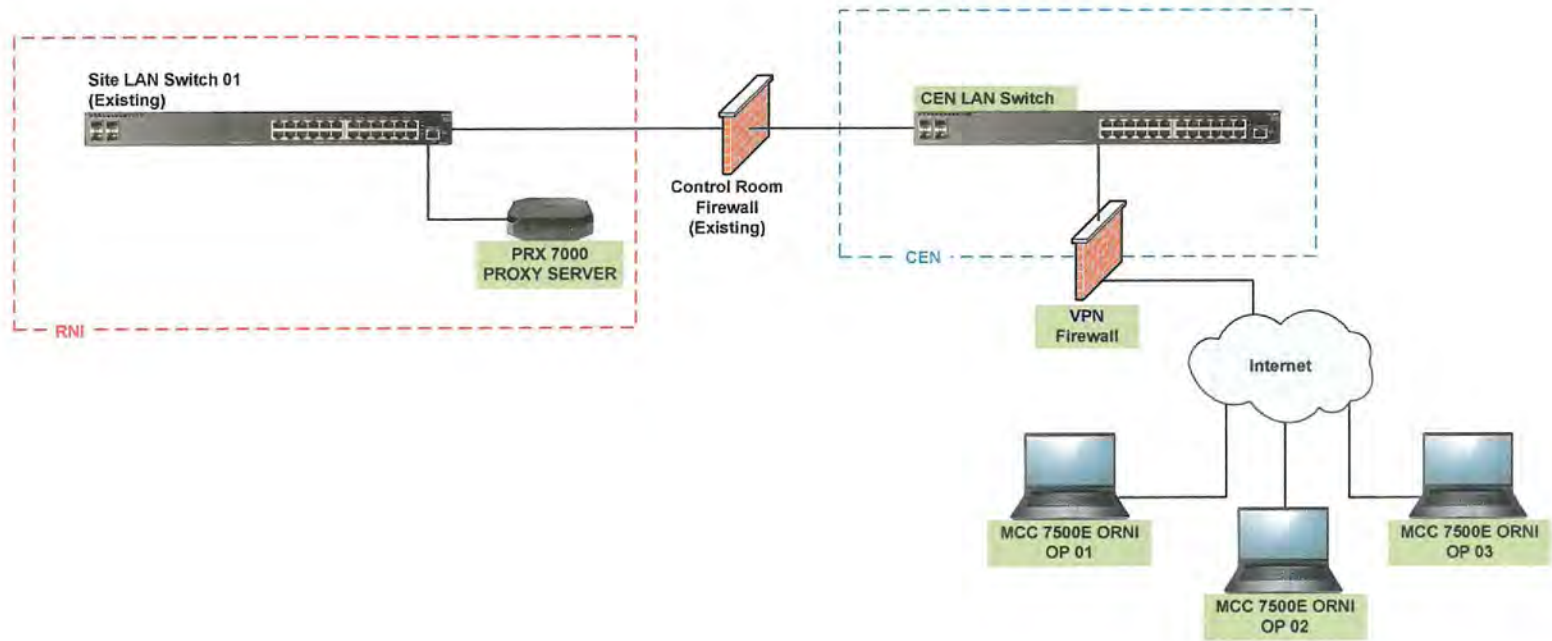
- It is assumed that the PSCC dispatch site features a control room firewall, but currently lacks an associated CEN switch, as such a CEN switch is included in the scope of this proposal.
- Casper PD must supply an internet connection with a static IP address to be presented to the proposed VPN firewall. Internet connectivity for the MCC 7500E OPs must also be supplied by Casper PD to support its remote operation.
- The dispatch site must feature at least one (1) active MCC series OP within the RNI to support the new positions' ORNI operation. This position operates as the dispatch site's link OP facilitating ongoing connectivity between the dispatch site and the zone controller or local site controller. The link OP is automatically selected from any active dispatch position within the dispatch site and dynamically changes to any available position when the previously designated position is no longer active.
- Deployment of the MCC 7500E ORNI OPs is not recommend within the same dispatch room as the MCC 7500 VPM-based positions, if speakers are utilized. This is due to a difference in audio processing between the two console types resulting in a slight delay in audio playback when both console types are monitoring the same resource.
- The CEN switch may also be leveraged to support existing dispatch site components that reside outside of the radio network. This typically includes devices such as IP logging recorders or audio playback positions.
- No spare equipment is currently included with the proposed solution.

SECTION 2

SYSTEM DIAGRAMS

System Diagrams are included on the pages that follow.

Casper PD, WY PSCC Dispatch Site – MCC 7500E ORNI Addition Solution Overview

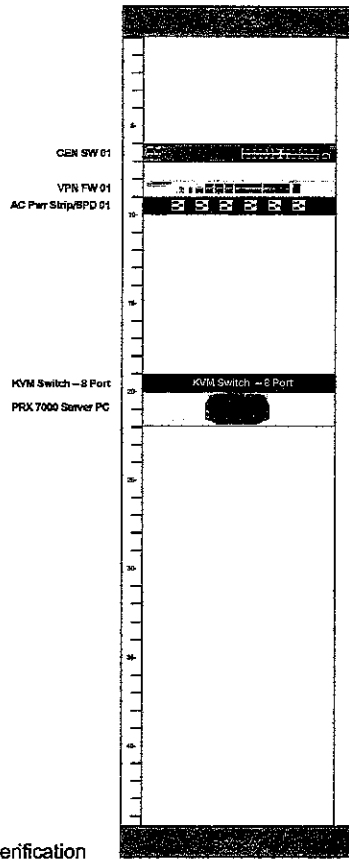


Legend:
 — Ethernet
 — Analog/V.24
 Proposed Equipment

Note: This diagram primarily focuses on the proposed system elements supporting the MCC 7500E ORNI solution. This is not a complete representation of Casper PD's existing PSCC dispatch site.

DATE 10/21/2020		Casper PD, WY PSCC Dispatch Site – MCC 7500E ORNI Addition Solution Overview		
DESIGNED BY JF				
TITLE Engineering				
DRAWN BY JF				
CUSTOMER APPROVAL None	MOTOROLA AUTH. JF	SCALE Not to scale	DRAWING NUMBER 100-001	REV A

Casper PD, WY
PSCC Dispatch Site – MCC 7500E ORNI Addition
Rack Space Requirements



Rack 01
(Existing)

Note: This diagram only depicts the proposed equipment to support verification of sufficient space within the current rack configuration. This is not intended to reflect the final racked location(s) of the proposed devices.



SECTION 3

EQUIPMENT LIST

QTY	NOMENCLATURE	DESCRIPTION
		Master Site Licensing - A7.17.3
1	SQM01SUM0273	MASTER SITE CONFIGURATION
1	CA02629AC	ADD: EXPAND 7.17 M CORE
1	UA00156AA	ADD: MCC7500 CONSOLE LICENSES (QTY 5)
		RNI - PRX 7000 Proxy Server
1	BVN6079	PRX 7000 Proxy Application SW DVD
1	B1948	MCC 7500E DISPATCH POSITION LICENSES
1	UA00254AA	ADD: PRX 7000 PROXY SW LICENSE (1-10 CONNECTIONS)
1	TT3492	Z2 G4 MINI WORKSTATION NON RETURNABLE
1	T7449	WINDOWS SUPPLEMENTAL TRANS CONFIG
1	T7885	MCAFFEE WINDOWS AV CLIENT
1	DDN9748	19 INCH BLACK SHELF
		CEN - Switch and VPN Firewall Addition
1	CLN1868	2930F 24-PORT SWITCH
1	T8586	FORTINET FIREWALL APPLIANCE
1	DDN1933	PURCHASED SOFTWARE,FORTITOKEN PACK
		Backroom Rack Additions
1	DSF1DA108Z	BELKIN PRO3 8-PORT KVM SWITCH (ONLY USB CABLE COMPATIBILITY)
8	DSF1D940112	BELKIN OMNIVIEW ENTERPRISE SERIES - VIDEO / USB CABLE
2	DSACCDP2VGAADAPT	DISPLAYPORT TO VGA VIDEO ADAPTER
1	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN W/ (6) 15A NEMA 5-15 OUTLETS
		MCC 7500E ORNI OPs - 3
1	B1949	MCC 7500E SOFTWARE DVD
1	B1948	MCC 7500E DISPATCH POSITION LICENSES
3	UA00653AA	ADD: BASIC CONSOLE OPERATION
3	UA00654AA	ADD: ASTRO 25 TRUNKING OPERATION
3	UA00652AA	ADD: 160 RADIO RESOURCES LICENSE
3	UA00658AA	ADD: SECURE OPERATION
3	UA00659AA	ADD: ADP/AES/DES-OFB ENCRYPTION
3	UA00661AA	ADD: ENHANCED IRR
3	TT3721	ZBOOK 15 G6 NON RETURNABLE

MCC7500E Remote Dispatch Consoles

Use or disclosure of this proposal is subject to the restrictions on the cover page.

QTY	NOMENCLATURE	DESCRIPTION
3	T7449	WINDOWS SUPPLEMENTAL TRANS CONFIG
3	T7885	MCAFFEE WINDOWS AV CLIENT
3	B1941	USB AUDIO INTERFACE MODULE
6	B1913	MCC SERIES HEADSET JACK
3	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE
3	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH FOR USE WITH MOTOROLA MCC 7500 DISP
6	B1952	SPEAKER, DESKTOP, USB
6	CA03405AA	ADD: POWER SUPPLY WITH DC CORD
6	CA03406AA	ADD: AC LINE CORD, NORTH AMERICA
6	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4.5M
3	DSISOBAR6ULTRAH G	SPD, 6 HOSPITAL-GRADE OUTLETS, 15-FT. CORD, 3300 JOULES
3	DSST7300U3M	STARTECH 7 PORT USB 3.0 HUB
1	DSF2B56AA	USB EXTERNAL DVD DRIVE

SECTION 4

STATEMENT OF WORK

Motorola Solutions will install and configure the proposed equipment. The following table describes the tasks involved with installation and configuration.

Tasks	Motorola Solutions	Customer
PROJECT INITIATION		
Project Kickoff		
Introduce team, review roles, and decision authority.	X	X
Present project scope and objectives.	X	
Review SOW responsibilities and project schedule.	X	X
Schedule Design Review.	X	X
Deliverable: Completed project kickoff and scheduled Design Review.		
Design Review		
Review the Customer's operational requirements.	X	X
Present the system design and operational requirements for the solution.	X	
Present installation plan.	X	
Present preliminary cutover plan and methods to document final cutover process.	X	
Validate that Customer sites can accommodate proposed equipment.	X	X
Provide approvals required to add equipment to proposed existing sites.		X
Review safety, security, and site access procedures.	X	X
Present equipment layout plans and system design drawings.	X	
Provide backhaul performance specifications and demarcation points.	X	
Provide heat load and power requirements for new equipment.	X	
Provide information on existing system interfaces.		X
Assume liability and responsibility for proving all information necessary for complete installation.		X
Assume responsibility for issues outside of Motorola Solutions' control.		X
Review and update design documents, including System Description, Statement of Work, Project Schedule, and Acceptance Test Plan, based on Design Review agreements.	X	

Tasks	Motorola Solutions	Customer
Provide minimum acceptable performance specifications for customer provided hardware, software, LAN, WAN and internet connectivity.	X	
Execute Change Order in accordance with all material changes to the Contract resulting from the Design Review.	X	
Deliverable: Finalized design documentation based upon "frozen" design, along with any relevant Change Order documentation.		
SITE PREPARATION AND DEVELOPMENT		
Site Access		
Provide site owners/managers with written notice to provide entry to sites identified in the project design documentation.		X
Maintain access roads in order to provide clear and stable entry to sites for heavy-duty construction vehicles, cement trucks and cranes. Ensure that sufficient space is available at the site for these vehicles to maneuver under their own power, without assistance from other equipment.		X
Obtain site licensing and permitting, including site lease/ownership, zoning, permits, regulatory approvals, easements, power, and telco connections.		X
Deliverable: Access, permitting, and licensing necessary to install system equipment at each site.		
Site Planning		
Provide the R56 requirements for space, power, grounding, HVAC, and connectivity requirements at each site.	X	
Provide adequate electrical power in proper phase and voltage at sites.		X
Confirm that there is adequate utility service to support the new equipment and ancillary equipment.		X
Ensure that each site meets the R56 standards for space, grounding, power, HVAC, and connectivity requirements.		X
Ensure that required rack space is available for installation of the new equipment.		X
Deliverable: Information and permitting requirements completed at each site.		
General Facility Improvements		
Provide adequate HVAC, grounding, lighting, cable routing, and surge protection based upon Motorola Solutions' Standards and Guidelines for Communication Sites (R56)		X
Ensure the resolution of environmental and hazardous material issues at each site including, but not limited to, asbestos, structural integrity (tower, rooftop, water tank, etc.), and other building risks.		X
Ensure that electrical service will accommodate installation of system equipment, including isolation transformers, circuit breakers, surge protectors, and cabling.		X
Provide obstruction-free area for the cable run between the demarcation point and system equipment.		X
Supply interior building cable trays, raceways, conduits, and wire supports.		X

Tasks	Motorola Solutions	Customer
Deliverable: Sites meet physical requirements for equipment installation.		
R56 Site Audit		
Perform R56 site-installation quality-audits, verifying proper physical installation and operational configurations.	X	
Create site evaluation report to verify site meets or exceeds requirements, as defined in Motorola Solutions' R56 Standards and Guidelines for Communication Sites.	X	
Deliverable: R56 Standards and Guidelines for Communication Sites audits completed successfully.		
SYSTEM INSTALLATION		
Equipment Order and Manufacturing		
Create equipment order and reconcile to contract.	X	
Manufacture Motorola Solutions-provided equipment necessary for system based on equipment order.	X	
Procure non-Motorola Solutions equipment necessary for the system.	X	
Deliverable: Equipment procured and ready for shipment.		
Equipment Shipment and Storage		
Provide secure location for solution equipment.		X
Pack and ship solution equipment to the identified, or site locations.	X	
Receive solution equipment.		X
Inventory solution equipment.	X	
Deliverable: Solution equipment received and ready for installation		
General Installation		
Deliver solution equipment to installation location.	X	
Coordinate receipt of and inventory solution equipment with designated contact.	X	
Install all proposed fixed equipment as outlined in the System Description based upon the agreed-upon floor plans, connecting audio, control, and radio transmission cables to connect equipment to the power panels or receptacles, and audio/control line connection points. Installation performed in accordance with R56 standards and state/local codes.	X	
Provide system interconnections that are not specifically outlined in the system design, including dedicated phone circuits, microwave links, or other types of connectivity.		X
Install and terminate all network cables between site routers and network demarcation points, including microwave, leased lines, and Ethernet.	X	

Tasks	Motorola Solutions	Customer
Ensure that Type 1 and Type 2 AC suppression is installed to protect installed equipment.		X
Connect installed equipment to the provided ground system.	X	
Label equipment, racks, and cables.	X	
Perform preliminary audit of installed equipment to ensure compliance with requirements and R56 standards.	X	
Note any required changes to the installation for inclusion in the "as-built" system documentation.	X	
Remove, transport, and dispose of old equipment, if necessary		X
Deliverable: Equipment installed.		
Console Installation and Configuration		
Identify circuits for connection to console and a demarcation point located within 25 feet of the console interface.		X
Connect console to circuit demarcation points.	X	
Configure Laptops for operation outside the Radio Network Infrastructure (ORNI)	X	
Configure Audio Interface Module (AIM) and purchased peripheral console equipment in accordance with R56 standards and state/local codes.	X	
Develop templates for console programming.	X	
Perform console programming and configuration.	X	
Deliverable: Console equipment installation completed.		
SYSTEM OPTIMIZATION AND TESTING		
Solution Optimization		
Provide a publicly addressable static IP internet address to support the remote VPN session when utilizing internet connectivity. This internet connection will be presented to the VPN Firewall at Casper PD's PSCC dispatch site.		X
Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.	X	
Verify that all audio and data levels are at factory settings.	X	
Verify communication interfaces between devices for proper operation.	X	
Ensure that functionality meets manufacturers' specifications and complies with the final configuration established during design review or system staging.	X	
Deliverable: Completion of System Optimization.		
Functional Acceptance Testing		

Tasks	Motorola Solutions	Customer
Verify the operational functionality and features of the solution supplied by Motorola Solutions, as contracted.	X	
Witness the functional testing.		X
Document all issues that arise during the acceptance tests.	X	
If any major task for the system as contractually described fails during the Customer acceptance testing or beneficial use, repeat that particular task after Motorola Solutions determines that corrective action has been taken.	X	
Resolve any minor task failures before Final System Acceptance.	X	
Document the results of the acceptance tests and present for review.	X	
Review and approve final acceptance test results.		X
Deliverable: Completion of functional testing and approval by Customer.		
PROJECT TRANSITION		
Cutover		
Finalize Cutover Plan.	X	X
Conduct cutover meeting with relevant personnel to address both how to mitigate technical and communication problem impacts to the users during cutover and during the general operation of the system.	X	
Notify the personnel affected by the cutover of the date and time planned for cutover.		X
Provide ongoing communication with users regarding the project and schedule.	X	X
Cut over users and ensure that user radios are operating on system.		X
Resolve punchlist items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.	X	
Assist Motorola Solutions with resolution of identified punchlist items by providing support, such as access to the sites, equipment and system, and approval of the resolved punchlist items.		X
Deliverable: Migration to new system completed, and punchlist items resolved.		
Transition to Warranty		
Review the items necessary for transitioning the project to warranty support and service.	X	
Motorola Solutions to provide services during year 1 warranty which align with the proposed services.	X	
Provide a Customer Support Plan detailing the warranty support associated with the contract equipment.	X	
Deliverable: Service information delivered and approved by Customer		

Tasks	Motorola Solutions	Customer
Finalize Documentation and System Acceptance		
Provide manufacturer's installation material, part list and other related material to Customer upon project completion.	X	
Provide an electronic as-built system manual on CD or other Customer preferred electronic media. The documentation will include the following: <ul style="list-style-type: none"> ▪ Site Equipment Rack Configurations. ▪ Functional Acceptance Test Plan Test Sheets and Results. ▪ Equipment Inventory List. ▪ Console Programming Template (where applicable). Drawings will be delivered in Adobe PDF format.	X	
Receive and approve documentation.		X
Execute Final Project Acceptance.	X	X
Deliverable: All required documents are provided and approved. Final Project Acceptance.		

4.1 ASSUMPTIONS

Motorola Solutions has made a number of assumptions in preparing this proposal, which are noted below. Motorola Solutions will need to verify all assumptions or seek alternate solutions in the case of inaccurate assumptions.

- All existing site equipment has been installed in a manner that meets current R56 standards. Any R56 upgrades are the responsibility of Casper PD.
- Sufficient space exists in an existing backroom equipment rack to support the proposed racked devices. At least six (6) rack units of space is available to support the proposed equipment.
- It is assumed that an existing VGA computer monitor exists in the dispatch backroom. This monitor will be used in association with the proposed KVM switch to support the site's existing AIS PC, the proposed PRX 7000 PC, and any other backroom devices requiring the use of a monitor. The associated KVM cables used to interface with the PCs or servers feature VGA/USB-A connectors.
 - Any devices interfaced with the KVM are assumed to be within a 12 ft cable run of the KVM switch.
- All equipment will be provided with a 110/120 VAC power source.
 - Access to one (1) 20A terminated AC outlet above or near the rack will be required to support an additional 6-outlet 15A power strip. Electrical work to provide this outlet, if needed, is not included within the current scope of the proposal.
- Encryption key loading support will be provided by the local radio shop. A KVL 5000 key loader is not included as part of this proposal.
- It is assumed that the PSCC dispatch site features a control room firewall, but currently lacks an associated CEN switch, as such a CEN switch is included in the scope of this proposal.
- Casper PD must supply an internet connection with a static IP address to be presented to the proposed VPN firewall. Internet connectivity for the MCC 7500E OPs must also be supplied by Casper PD to support its remote operation.

- The dispatch site must feature at least one (1) active MCC series OP within the RNI to support the new positions' ORNI operation. This position operates as the dispatch site's link OP facilitating ongoing connectivity between the dispatch site and the zone controller or local site controller. The link OP is automatically selected from any active dispatch position within the dispatch site and dynamically changes to any available position when the previously designated position is no longer active.
- Deployment of the MCC 7500E ORNI OPs is not recommend within the same dispatch room as the MCC 7500 VPM-based positions, if speakers are utilized. This is due to a difference in audio processing between the two console types resulting in a slight delay in audio playback when both console types are monitoring the same resource.
- The CEN switch may also be leveraged to support existing dispatch site components that reside outside of the radio network. This typically includes devices such as IP logging recorders or audio playback positions.
- No spare equipment is currently included with the proposed solution

No spare equipment is currently included with the proposed solution.

SECTION 5

PROJECT SCHEDULE

Project Schedule is included on the page that follows.

ID	Task Name	Duration	Start	Finish	November							December								
					E	B	M	T	W	Th	F	S	Su	B	M	Tu				
1	Contract	1 day	Tue 12/1/20	Tue 12/1/20																
2	Contract Design Review	1 day	Wed 12/2/20	Wed 12/2/20																
3	Order Processing	1 day	Thu 11/5/20	Thu 11/5/20																
4	Manufacturing (PREBUILD)	14 days	Fri 11/6/20	Wed 11/25/20																
5	Ship to Field	5 days	Thu 11/26/20	Wed 12/2/20																
6	Receive and Inventory	1 day	Thu 12/3/20	Thu 12/3/20																
7	Installation	9 days	Fri 12/4/20	Wed 12/16/20																
8	Audit and Acceptance Testing	1 day	Thu 12/17/20	Thu 12/17/20																
9	Finalize _ Final Documentation	3 days	Fri 12/18/20	Tue 12/22/20																
10	Final Acceptance_Transition to Service	1 day	Wed 12/23/20	Wed 12/23/20																

Project: Casper ORNI Consoles
Preliminary Schedule
Date: Wed 11/18/20

Task		Manual Summary Rollup	
Split		Manual Summary	
Milestone		Start-only	
Summary		Finish-only	
Project Summary		External Tasks	
Inactive Task		External Milestone	
Inactive Milestone		Deadline	
Inactive Summary		Progress	
Manual Task		Manual Progress	
Duration-only			

SECTION 6

ACCEPTANCE TEST PLAN

MCC 7500/7500E Trunked Resources

6.1.1 Instant Transmit

1. DESCRIPTION

The instant transmit switch provides immediate operator access to a channel, independent of its select status (selected or unselected). It provides priority over other dispatcher transmit bars or optional footswitches.

SETUP

RADIO-1 - TALKGROUP 1
CONSOLE-1 – TALKGROUP 1 (Selected),
TALKGROUP 2 (Unselect mode)

VERSION #1.010

2. TEST

- Step 1. Using CONSOLE-1, press the Instant Transmit button on TALKGROUP 1.
- Step 2. Verify that the Transmit indicator is lit.
- Step 3. Verify RADIO-1 can monitor and respond to the call on TALKGROUP 1.
- Step 4. On RADIO-1 change to TALKGROUP 2.
- Step 5. Using CONSOLE-1, press the Instant Transmit button on the TALKGROUP 2 radio resource.
- Step 6. Verify RADIO-1 can monitor and respond to the call on TALKGROUP 2.

Pass ____ Fail ____

MCC 7500/7500E Trunked Resources

6.1.2 Talkgroup Selection and Call

1. DESCRIPTION

The Talkgroup Call is the primary level of organization for communications on a trunked radio system. Dispatchers with Talkgroup Call capability will be able to communicate with other members of the same talkgroup. This provides the effect of an assigned channel down to the talkgroup level. When a Talkgroup Call is initiated from a subscriber unit, the call is indicated on each dispatch operator position that has a channel control resource associated with the unit's channel/talkgroup.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-2 - TALKGROUP 2
RADIO-3 - TALKGROUP 1
RADIO-4 - TALKGROUP 2
CONSOLE-1 - TALKGROUP 1
CONSOLE-2 - TALKGROUP 2

VERSION #1.010

2. TEST

- Step 1. Initiate a wide area call from CONSOLE-1 on TALKGROUP 1.
- Step 2. Observe that RADIO-1 and RADIO-3 will be able to monitor the call. Dekey the console and have either radio respond to the call.
- Step 3. Observe that all consoles with TALKGROUP 1 can monitor both sides of the conversation.
- Step 4. Initiate a wide area call from CONSOLE-2 on TALKGROUP 2.
- Step 5. Observe that RADIO-2 and RADIO-4 will be able to monitor the call. Dekey the console and have either radio respond to the call.
- Step 6. Observe that all consoles with TALKGROUP 2 can monitor both sides of the conversation.

Pass ____ Fail ____

MCC 7500/7500E Trunked Resources

6.1.3 Talkgroup Selection and Call - Secure

1. DESCRIPTION

The Talkgroup Call is the primary level of organization for communications on a trunked radio system. Dispatchers with Talkgroup Call capability will be able to communicate with other members of the same talkgroup. This provides the effect of an assigned channel down to the talkgroup level. When a Talkgroup Call is initiated from a subscriber unit, the call is indicated on each dispatch operator position that has a channel control resource associated with the unit's channel/talkgroup. Digital encryption is used so only properly equipped and configured subscribers can monitor the conversation. A "Key" is used to encrypt the transmit audio. Only radios and Consoles with the same "Key" can decrypt the audio and listen to it.

SETUP

RADIO-1 - TALKGROUP 1 (Secure TX Mode)
RADIO-2 - TALKGROUP 2 (Secure TX Mode)
RADIO-3 - TALKGROUP 2 (No Keys)
RADIO-4 - TALKGROUP 1 (Clear TX Mode with Keys loaded)
CONSOLE-1 - TALKGROUP 1 and TALKGROUP 2 (Secure TX Mode)

VERSION #1.040

2. TEST

- Step 1. Initiate a wide area secure call from CONSOLE-1 on TALKGROUP 1.
- Step 2. Verify RADIO-1 can monitor and respond to the secure call.
- Step 3. Verify RADIO-4 can monitor and respond to the secure call because even though it is in clear mode the correct encryption keys are loaded for the secure call.
- Step 4. Initiate a wide area secure call from CONSOLE-1 on TALKGROUP 2.
- Step 5. Verify that RADIO-2 can monitor and respond to the secure call. Note that RADIO-3 cannot monitor the call.

Pass ____ Fail ____

MCC 7500/7500E Trunked Resources

6.1.4 Emergency Alarm and Call Display Description

1. DESCRIPTION

Users in life threatening situations can use the emergency button on the radio to send an audible alarm and a visual alarm signal to a console operator in order to request immediate system access to a voice channel for an emergency call. An emergency alarm begins after the radio user presses the radio's emergency button. Pressing the emergency button places the radio in "emergency mode". To begin an emergency call, the radio user must press the radio's PTT button while in "emergency mode." The assigned voice channel will be dedicated to the emergency caller's talkgroup for an extended period of time, equal to the Message Hang Time plus the Emergency Hang Time. As with other call types, emergency calls can operate across sites as well as within the same site.

SETUP

RADIO-1 - TALKGROUP 1
CONSOLE-1 - TALKGROUP 1
CONSOLE-2 - TALKGROUP 1

VERSION #1.010

2. TEST

- Step 1. Initiate an Emergency Alarm from RADIO-1.
- Step 2. Observe the Emergency from RADIO-1 is received at CONSOLE-1 for TALKGROUP 1.
- Step 3. Acknowledge the Emergency at the operator position. Verify CONSOLE-2 receives notification that the call has been acknowledged.
- Step 4. Initiate a call with RADIO-1 to initiate an Emergency call.
- Step 5. Observe CONSOLE-1 and CONSOLE-2 can monitor RADIO-1
- Step 6. Clear the Emergency from CONSOLE-1 on TALKGROUP 1.
- Step 7. End the Emergency Alarm from RADIO-1.

Pass ____ Fail ____

MCC 7500/7500E Trunked Resources

6.1.5 Multi-Select Operation

1. DESCRIPTION

Multi-Select (Msel) allows the console operator to group a number of channels/talkgroups together such that when the general transmit bar is depressed, all of the multi-selected channels/talkgroups will transmit at the same time with the same information. Multi-Select is one way communication call. If a radio user responds to a Multi-Select call the talkgroup the user is affiliated to will be the only one to hear the call. There is no super-group formed, so radio communication is still at the single talkgroup level. Multi-Select is utilized to send an APB to several channels/talkgroups. A Multi-Select has a limit of twenty (20) trunking/conventional resources

SETUP

RADIO-1 - TALKGROUP 1
RADIO-2 - TALKGROUP 2
CONSOLE-1 - TALKGROUP 1, TALKGROUP 2

VERSION #1.010

2. TEST

- Step 1. From CONSOLE-1, create an Msel group with TALKGROUP 1 and TALKGROUP 2.
- Step 2. Transmit on the Msel using the Msel instant transmit button.
- Step 3. Verify that RADIO-1 and RADIO-2 hear the call.
- Step 4. Initiate a call with RADIO-1.
- Step 5. Verify the call is heard on CONSOLE-1 but not on RADIO-2.
- Step 6. Initiate a call with RADIO-2.
- Step 7. Verify the call is heard on CONSOLE-1 but not on RADIO-1.
- Step 8. On CONSOLE-1 dissolve the Msel.

Pass _____ Fail _____

MCC 7500/7500E Trunked Resources

6.1.6 Talkgroup Patch

1. DESCRIPTION

Talkgroup Patch allows a dispatcher to merge several talkgroups together on one voice channel to participate in a single conversation. This can be used for situations involving two or more talkgroups that need to communicate with each other. Using the Patch feature, the console operator can talk and listen to all of the selected talkgroups grouped; in addition, the members of the individual talkgroups can also talk or listen to members of other talkgroups. Patched talkgroups can communicate with the console dispatcher and other members of different talkgroups because of the "supergroup" nature of the Patch feature.

NOTE : If "secure" and "clear" resources are patched together, one repeater for each mode may be assigned per site.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-2 - TALKGROUP 2
RADIO-3 - TALKGROUP 1
RADIO-4 - TALKGROUP 2
CONSOLE-1 - TALKGROUP 1 and TALKGROUP 2

Note: All 4 Radios must have the same home zone.

VERSION #1.010

2. TEST

- Step 1. Using CONSOLE-1 create a patch between TALKGROUP 1 and TALKGROUP 2.
- Step 2. Initiate a patch call from CONSOLE-1.
- Step 3. Verify RADIO-1, RADIO-2, RADIO-3, and RADIO-4 can monitor the call.
- Step 4. Initiate several calls between the radios and verify successful communication.
- Step 5. Dissolve the patch created in step 1.

Pass ____ Fail ____

MCC 7500/7500E Trunked Resources

6.1.7 Alert Tones - Talkgroup

1. DESCRIPTION

Pre-defined alert tones can be transmitted on the selected Radio Resource to subscribers which can alert members of a channel / talkgroup to a particular event or signify to radio users special instructions are to follow. The Console has the ability to send an Alert-Tone signal on selected conventional or talkgroup resources.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-2 - TALKGROUP 1
CONSOLE-1 - TALKGROUP 1

VERSION #1.040

2. TEST

- Step 1. Select TALKGROUP 1 on CONSOLE-1.
- Step 2. Select Alert Tone 1 and depress the Alert Tone button.
- Step 3. Verify that RADIO-1 and RADIO-2 hear Alert Tone 1.
- Step 4. Repeat Steps 2-3 for Alert Tone 2 and 3.

Pass ____ Fail ____

MCC 7500/7500E Trunked Resources

6.1.8 Console Priority

1. DESCRIPTION

Console Operator Positions have ultimate control of transmitted audio on an assigned voice channel resource. The Console Position has the capability to take control of an assigned voice channel for a talkgroup call so that the operator's audio overrides any subscriber audio. Console priority is a feature that enables dispatchers to gain immediate access to an assigned voice channel so that a central point of audio control exists.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-2 - TALKGROUP 1
CONSOLE-1 - TALKGROUP 1

VERSION #1.020

2. TEST

- Step 1. Initiate a Talkgroup call from RADIO-1 on TALKGROUP 1. Keep this call in progress until the test has completed.
- Step 2. Observe that RADIO-2 receives the call.
- Step 3. While the call is in progress, key up CONSOLE-1 on TALKGROUP 1.
- Step 4. Observe that RADIO-2 is now receiving audio from CONSOLE-1 on TALKGROUP 1.
- Step 5. De-key CONSOLE-1.
- Step 6. Verify RADIO-2 now receives RADIO-1 audio.
- Step 7. End the TALKGROUP 1 call from RADIO-1.

Pass____ Fail____

MCC 7500/7500E Trunked Resources

6.1.9 Activity Log

1. DESCRIPTION

The Console activity log will show all traffic for the resource assigned to that console to include the time, radio alias, TG, PTT ID and Emergency Call.

The dispatcher has the capability of selecting a logged call within in the "Activity Log Window" for instant transmit on the corresponding logged resource.

This activity log can be logged to a text file for archival purposes.

Note: The log file in the ops will only be seen if you first check Log Activity in Elite Admin application then in folder options uncheck hide hidden system files. The location will be c:\Program Data\MCC7500\MessageMonitorLogs.

SETUP

RADIO-1 – TALKGROUP 1
RADIO-2 – TALKGROUP 2
RADIO-3 – TALKGROUP 3
RADIO-4 – TALKGROUP 4
CONSOLE-1 – TALKGROUP 1, TALKGROUP 2,
TALKGROUP 3, TALKGROUP 4

VERSION #1.020

2. TEST

- Step 1. On CONSOLE-1 select the "Show Activity Log" button on the tool bar to open the Activity Log Window.
- Step 2. Initiate calls on RADIO-1, RADIO-2, RADIO-3 and RADIO-4 to log call information and verify calls are displayed in the activity log window.
- Step 3. Select a logged call in the Activity Log Window and verify that the Channel Control Window (CCW) at the top of the Activity log window changes to the corresponding resource. Verify the dispatcher is capable of responding via the instant transmit button.
- Step 4. Open the text file created by the Activity Log and verify call traffic has been archived to the document file.

Pass ____ Fail ____

MCC 7500/7500E Trunked Resources

6.1.10 MCC 7500E Dispatch Console - VPN Via Control Room CEN Firewall

1. DESCRIPTION

The VPN connection into the ASTRO Dispatch Console Sites provide remote access for remote Dispatchers through a VPN Client. Once the VPN client is connected, the Control Room Firewall allows a dispatcher to connect to the ASTRO RNI. The console dispatcher can then dispatch various resources.

SETUP

A configured MCC 7100 dispatch console laptop with the appropriate VPN software is required.

VERSION #1.020

2. TEST

- Step 1. From the laptop attempt to ping the PRX7000 console proxy on the Motorola radio network. Verify no connection can occur.
- Step 2. Select the VPN Client.
- Step 3. Select "Connect".
- Step 4. The login prompt will appear. Enter proper userid and password. A dialogue box will appear showing "Successfully connected".
- Step 5. Launch dispatch console application. Enter the proper userid and password. Validate connection to the ASTRO network and that the dispatch console application successfully starts.

Pass____ Fail____

6.2 SIGNOFF CERTIFICATE

By their signatures below, the following witnesses certify they have observed the system Acceptance Test Procedures.

Signatures

WITNESS:

_____ Date: _____

Please Print Name: _____

Initials:

Please Print Title: _____

WITNESS:

_____ Date: _____

Please Print Name: _____

Initials:

Please Print Title: _____

WITNESS:

_____ Date: _____

Please Print Name: _____

Initials:

Please Print Title: _____

SECTION 7

PRICING SUMMARY

Please see the pricing summary included below.

Equipment and Services Summary

Description	Price (\$)
Equipment	\$134,577
Implementation Services	\$51,033
TOTAL SYSTEM	\$185,610

Post Warranty Services

Post Warranty Services	Price (\$)
Year 1	\$15,631
Year 2	\$16,100
Year 3	\$16,583
Year 4	\$17,080
Year 5	\$17,593

SECTION 8

CONTRACTUAL DOCUMENTATION

Contractual Documentation is included on the pages that follow.

Communications System and Services Agreement

Motorola Solutions, Inc. ("Motorola") and **Casper Police Department** ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System and Services, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 EXHIBITS

1.1. EXHIBITS. The Exhibits listed below are exhibits related to the System sale and implementation. These Exhibits are incorporated into and made a part of this Agreement.

Exhibit A "Motorola Software License Agreement"

Exhibit B "Payment"

Exhibit C Technical and Implementation Documents

C-1 "System Description" dated _____12/1/20_____

C-2 "Pricing Summary & Equipment List" dated __12/1/20_____

C-3 "Implementation Statement of Work" dated __12/1/20_____

C-4 "Acceptance Test Plan" or "ATP" dated __12/1/20_____

C-5 "Performance Schedule" dated __12/1/20_____

Exhibit D "System Acceptance Certificate"

Exhibit E "Contract for Professional Services"

1.2. ADDENDUM (ADDENDA). Customer may elect to purchase professional or subscription services in addition to the System and related services. Any such services will be governed by the terms in the main body of the Agreement and an applicable Addendum containing terms specific to such service. Such Addenda will be labeled with the name of the service being purchased.

1.3 ORDER OF PRECEDENCE. In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits (unless otherwise specified in an exhibit), and any inconsistency between Exhibits A through D will be resolved in their listed order, and 2) The applicable service Addendum will take precedence over the main body of the Agreement and the Exhibits.

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

"Acceptance Tests" means those tests described in the Acceptance Test Plan.

"Addendum (Addenda)" is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the Communication System and System implementation services. The terms in the Addendum are applicable only to the specific service or offering described therein.

"Administrative User Credentials" means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer's personnel with access to the Administrative User Credentials may be referred to as the Administrative User.

"Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

"Confidential Information" means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by

examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

“Contract Price” means the price for the System and implementation Services, excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit B, “Payment” or the pricing pages of the proposal, recurring fees for maintenance, SUA, or subscription services are not included in the Contract Price.

“Deliverables” means all written information (such as reports, specifications, designs, plans, drawings, analytics, Solution Data, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer under this Agreement. The Deliverables, if any, are more fully described in the Statement of Work.

“Derivative Proprietary Materials” means derivatives of the Proprietary Materials that Motorola may from time to time, including during the course of providing the Services, develop and/or use and/or to which Motorola provides Customer access.

“Effective Date” means that date upon which the last Party executes this Agreement.

“Equipment” means the hardware components of the Solution that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

“Feedback” means comments or information, in oral or written form, given to Motorola by Customer in connection with or relating to Equipment or Services, during the term of this Agreement.

“Force Majeure” means an event, circumstance, or act that is beyond a Party’s reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

“Motorola Software” means software that Motorola or its affiliated companies owns.

“Non-Motorola Software” means software that a party other than Motorola or its affiliated companies owns.

“Open Source Software” (also called “freeware” or “shareware”) means software with either freely obtainable source code, license for modification, or permission for free distribution.

“Proprietary Materials” means certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which Motorola has developed prior to, or independently from, the provision of the Services and/or which Motorola licenses from third parties.

“Proprietary Rights” means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

“Services” means system implementation, maintenance, support, subscription, or other professional services provided under this Agreement, which may be further described in the applicable Addendum and/or SOW.

“Software” (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

“Software License Agreement” means the Motorola Software License Agreement (Exhibit A).

“Software Support Policy” (“SwSP”) means the policy set forth at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf describing the specific technical support that will be provided to Customers under the Warranty Period and during any paid maintenance support period for Motorola Software. This policy may be modified from time to time at Motorola’s discretion.

“Solution” means the combination of the System(s) and Services provided by Motorola under this Agreement.

“Solution Data” means Customer data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content to data consumers, including customers or citizens which is made available to Customer with the Solution and Services.

“Specifications” means the functionality and performance requirements that are described in the Technical and Implementation Documents.

“SUA” or “SUA II” means Motorola’s Software Upgrade Agreement program.

“Subsystem” means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

“System” means the Equipment, including incidental hardware and materials, Software, and design, installation and implementation services that are combined together into an integrated system; the System(s) is (are) described in the Technical and Implementation Documents.

“System Acceptance” means the Acceptance Tests have been successfully completed.

“System Data” means data created by, in connection with or in relation to Equipment or the performance of Services under this Agreement.

“Warranty Period” for System Hardware, Software, or services related to system implementation means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first. Unless otherwise stated in the applicable Addendum, Warranty Period for other Services means ninety (90) days from performance of the Service.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. **SCOPE OF WORK.** Motorola will provide, install and test the System(s), and perform its other contractual responsibilities to provide the Solution, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. **CHANGE ORDERS.** Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price or applicable subscription fees, Performance Schedule, or both, and will reflect the adjustment in a change order or Addendum. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. **TERM.** Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, or completion of the Services, whichever occurs last. The term and the effective date of recurring Services will be set forth in the applicable Addendum.

3.4. **ADDITIONAL EQUIPMENT OR SOFTWARE.** For three (3) years after the expiration date of the Agreement, Customer may order additional Equipment or Software, if it is then available. Each purchase order must refer to this Agreement, the expiration date of the Agreement, and must specify the pricing and delivery terms. The Parties agree that, notwithstanding expiration of the Agreement, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Additional or contrary terms in the purchase order will be inapplicable, unless signed by both parties. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within thirty (30) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at <https://businessonline.motorolasolutions.com> and the MOL telephone number is (800) 814-0601.

3.5. **MOTOROLA SOFTWARE.** Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.6. **NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software.

3.7. **SUBSTITUTIONS.** At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

3.8. **OPTIONAL EQUIPMENT OR SOFTWARE.** This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules,

payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 SERVICES

4.1. If Customer desires and Motorola agrees to continue Services beyond the Term, Customer's issuance and Motorola's acceptance of a purchase order for Services will serve as an automatic extension of the Agreement for purposes of the continuing Services. Only the terms and conditions applicable to the performance of Services will apply to the extended Agreement.

4.2. During the Warranty Period, in addition to warranty services, Motorola will provide maintenance Services for the Equipment and support for the Motorola Software pursuant to the applicable maintenance and support Statements of Work. Support for the Motorola Software will be in accordance with Motorola's established Software Support Policy. Copies of the SwSP can be found at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf and will be sent by mail, email or fax to Customer upon written request. Maintenance Services and support during the Warranty Period are included in the Contract Price. Unless already included in the Contract Price, if Customer wishes to purchase 1) additional maintenance or software support services during the Warranty Period; or 2) continue or expand maintenance, software support, installation, and/or SUA services after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document. Unless otherwise agreed by the parties in writing, the terms and conditions in this Agreement applicable to maintenance, support, installation, and/or SUA Services, will be included in the Maintenance and Support Addendum, SUA Addendum, the applicable Statements of Work, and the proposal, (if applicable). These collective terms will govern the provision of such Services.

To obtain any such additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer's purchase order will not affect the applicability of this Agreement. Motorola's proposal may include a cover page entitled "Service Agreement" or "Installation Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference

4.3. **PROFESSIONAL AND SUBSCRIPTION SERVICES.** If Customer purchases professional or subscription Services as part of the Solution, additional or different terms specific to such Service will be included in the applicable Addendum and will apply to those Services. Customer may purchase additional professional or subscription services by issuing a purchase order referencing this Agreement and Motorola's proposal for such additional services.

4.4. Any information in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer in providing Services under this Agreement or Motorola data viewed, accessed, will remain Motorola's property, will be deemed proprietary, Confidential Information. This Confidential Information will be promptly returned at Motorola's request.

4.5. **TOOLS.** All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of providing Services under this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer.

4.6. **COVENANT NOT TO EMPLOY.** During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its

subcontractors who are responsible for rendering Services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

4.7. **CUSTOMER OBLIGATIONS.** If the applicable Statement of Work or Addendum contains assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.8. **ASSUMPTIONS.** If any assumptions or conditions contained in this Agreement, applicable Addenda or Statements of Work prove to be incorrect or if Customer's obligations are not performed, Motorola's ability to perform under this Agreement may be impacted and changes to the Contract Price, subscription fees, project schedule, Deliverables, or other changes may be necessary.

4.9. **NON-PRECLUSION.** If, as a result of the Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

4.10. **PROPRIETARY MATERIALS.** Customer acknowledges that Motorola may use and/or provide Customer with access to Proprietary Materials and Derivative Proprietary Materials. The Proprietary Materials and the Derivative Proprietary Materials are the sole and exclusive property of Motorola and Motorola retains all right, title and interest in and to the Proprietary Materials and Derivative Proprietary Materials.

4.11. **ADDITIONAL SERVICES.** Any services performed by Motorola outside the scope of this Agreement at the direction of Customer will be considered to be additional Services which are subject to additional charges. Any agreement to perform additional Services will be reflected in a written and executed change order, Addendum or amendment to this Agreement.

Section 5 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

Section 6 CONTRACT PRICE, PAYMENT AND INVOICING

6.1. Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

6.2. **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$ 185,610. If applicable, a pricing summary is included with the Payment schedule in Exhibit B. Motorola has priced the Services, Software, and Equipment as an integrated System. A change in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Fees for professional, SUA, and/or subscription services which are not included in the Contract Price may be

listed in Exhibit B, the pricing pages of the proposal, or the applicable Addendum.

6.3. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer according to the Payment schedule in Exhibit B. Invoices will be mailed or emailed to Customer pursuant to Section 6.5, Invoicing and Shipping Addresses. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola is 36-1115800.

6.4. **FREIGHT, TITLE, AND RISK OF LOSS.** Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

6.5. **INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the Customer at the following address:

Name: Lori Jackson
Address: 201 N. David St. Casper, WY 82601
Phone: 307-235-8270

E-INVOICE. To receive invoices via email:

Customer Account Number: _____
Customer Accounts Payable Email: _____
Customer CC(optional) Email: _____

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

Name: Lori Jackson
Address: 441 Landmark Dr. Casper, WY 82609

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Name: Lori Jackson
Address: 441 Landmark Dr. Casper, WY 82609
Phone: 307-235-8270

Customer may change this information by giving written notice to Motorola.

Section 7 SITES AND SITE CONDITIONS

7.1. **ACCESS TO SITES.** In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the worksites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

7.2. **SITE CONDITIONS.** Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola

may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

7.3. **SITE ISSUES.** If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 8 TRAINING

Any training to be provided by Motorola to Customer will be described in the applicable Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

Section 9 SYSTEM ACCEPTANCE

9.1. **COMMENCEMENT OF ACCEPTANCE TESTING.** Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

9.2. **SYSTEM ACCEPTANCE.** System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

9.3. **BENEFICIAL USE.** Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

9.4. **FINAL PROJECT ACCEPTANCE.** Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

Section 10 REPRESENTATIONS AND WARRANTIES

10.1. **SYSTEM FUNCTIONALITY.** Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System

performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

10.2. **EQUIPMENT WARRANTY.** During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

10.3. **SOFTWARE WARRANTY.** Except as described in the SwSP and unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Software in accordance with the warranty terms set forth in the Software License Agreement and the provisions of this Section that are applicable to the Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. **Nothing in this Warranty provision is intended to conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs.**

10.4. **EXCLUSIONS TO EQUIPMENT AND SOFTWARE WARRANTIES.** These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

10.5. **SERVICE WARRANTY.** During the Warranty Period, Motorola warrants that the Services will be provided in a good and workmanlike manner and will conform in all material respects to the applicable Statement of Work. Services will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "recommendations"). Motorola makes no warranties concerning those recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

10.6. **WARRANTY CLAIMS.** To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid Equipment or Software warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. These actions will be the full extent of Motorola's liability for the warranty claim. In the event of a valid Services warranty claim, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

10.7. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the System or Services for commercial, industrial, or governmental use only, and are not assignable or transferable.

10.8. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

Section 11 DELAYS

11.1. FORCE MAJEURE. Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule or applicable Addenda for a time period that is reasonable under the circumstances.

11.2. PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER. If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 12 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

12.1. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed.

12.2. NEGOTIATION. Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

12.3. MEDIATION. The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

12.4. LITIGATION, VENUE and JURISDICTION. If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the

exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

12.5. **CONFIDENTIALITY.** All communications pursuant to subsections 12.2 and 12.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 13 DEFAULT AND TERMINATION

13.1. **DEFAULT BY A PARTY.** If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

13.2. **FAILURE TO CURE.** If a defaulting Party fails to cure the default as provided above in Section 13.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

Section 14 INDEMNIFICATION

14.1. **GENERAL INDEMNITY BY Motorola.** Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This Section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

14.2. **GENERAL INDEMNITY BY CUSTOMER.** Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any the claim or suit. Motorola will cooperate with Customer in its defense or settlement of the claim or suit. This Section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement.

14.3. **PATENT AND COPYRIGHT INFRINGEMENT.**

14.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on

a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

14.3.2 If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

14.3.3 Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

14.3.4. This Section 14 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 15.

Section 15 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or implementation and other one-time Services with respect to which losses or damages are claimed. With respect to all subscription or other ongoing Services and unless as otherwise provided under the applicable Addenda, Motorola's total liability will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services preceding the incident giving rise to the claim. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the

transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 16 CONFIDENTIALITY AND PROPRIETARY RIGHTS

16.1. CONFIDENTIAL INFORMATION.

16.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. All Deliverables will be deemed to be Motorola's Confidential Information. During the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not copy, reproduce, reverse engineer, decompile, or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

16.1.2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this Agreement.

16.1.3. All Confidential Information remains the property of the Discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

16.2. **PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS.** Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

16.3 **VOLUNTARY DISCLOSURE.** Except as required to fulfill its obligations under this Agreement,

Motorola will have no obligation to provide Customer with access to its Confidential Information and/or proprietary information. Under no circumstances will Motorola be required to provide any data related to cost and pricing.

16.4 DATA AND FEEDBACK.

16.4.1 To the extent permitted by law, Customer owns all right, title and interest in System Data created solely by it or its agents (hereafter, "Customer Data"), and grants to Motorola the right to use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data.

16.4.2 Motorola owns all right, title and interest in data resulting from System Data that is or has been transformed, altered, processed, aggregated, correlated or operated on (hereafter, "Derivative Data").

16.4.3 Any Feedback given by Customer is and will be entirely voluntary and, even if designated as confidential, will not create any confidentiality obligation for Motorola. Motorola will be free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvements made to Motorola products or services conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Motorola product or service will vest solely in Motorola.

Section 17 GENERAL

17.1. **TAXES.** The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

17.2. **ASSIGNABILITY AND SUBCONTRACTING.** Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.3. **WAIVER.** Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

17.4. SEVERABILITY. If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

17.5. INDEPENDENT CONTRACTORS. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

17.6. HEADINGS AND SECTION REFERENCES. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

17.7. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

17.8. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

17.9 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

17.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

17.11. ADMINISTRATOR LEVEL ACCOUNT ACCESS. If applicable to the type of System purchased by Customer, Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant access to the Administrative User Credentials to those personnel with the training and experience to correctly use them. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support personnel. Customer understands that changes made as the Administrative

User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made using the Administrative User Credentials may impact Motorola's ability to perform Services or other obligations under the Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

17.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 (Motorola Software); Section 3.6 (Non-Motorola Software); if any payment obligations exist, Sections 6.2 and 6.3 (Contract Price and Invoicing and Payment); Subsection 10.8 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

17.13. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A

MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and **Casper Police Department** ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the proprietary software and affiliated documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and

security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 Commercial Computer Software

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3 **FUTURE REGULATORY REQUIREMENTS.** The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

13.4. **ASSIGNMENTS AND SUBCONTRACTING.** Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.5. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.6. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing,

any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.7. SURVIVAL. Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.8. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.9. SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

Exhibit B

PAYMENT

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

System Purchase (excluding Subscribers, if applicable)

1. 50% of the Contract Price due upon contract execution (due upon effective date);
2. 50% of the Contract Price due upon completion;

If Subscribers are purchased, 100% of the Subscriber Contract Price will be invoiced upon shipment (as shipped).

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

For Lifecycle Support Plan and Subscription Based Services:

Motorola will invoice Customer annually in advance of each year of the plan.

The chart below outlines the hourly labor rates for Motorola System Integration resources to be used. The staffing requirements shall be multiplied by the appropriate rate per resource in the table below. The hourly labor rates are fully burdened. The hourly rates per resource type and level are listed in Table 1.

Levels	Resource Types			
	Project Management	System Engineering	System Technologist	Project Administration
4	\$ 290.00	\$ 300.00	\$ 280.00	\$ 200.00
3	\$ 240.00	\$ 250.00	\$ 240.00	\$ 180.00
2	\$ 220.00	\$ 220.00	\$ 220.00	\$ 170.00
1	\$ 190.00	\$ 210.00	\$ 210.00	\$ 160.00

Table 1 - Hourly Rates

These rates apply to ordinary days and times (Monday to Friday during the hours 8am to 5pm). Additional surcharges may apply to work done outside these timeframes. The minimum charge for any resource will be 4 hours. Travel expenses are not included in these rates and may be charged separately. The qualifications of each type and level of resource are defined in the tables found at <https://www.motorolasolutions.com/content/dam/msi/secure/services/labor-rates-exhibit-160408.pdf>. All Motorola System Integration personnel assigned to this project will be classified according these levels. Project Administrative roles are varied and their specific duties and qualifications will be determined by the complexity and requirements of each project.

EXHIBIT D

System Acceptance Certificate

Customer Name: _____

Project Name: _____

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.
2. The System is accepted.

Customer Representative:

Motorola Representative:

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____

FINAL PROJECT ACCEPTANCE:

Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Customer Representative:

Motorola Representative:

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____

MAINTENANCE, SUPPORT AND SUA ADDENDUM

This Addendum to the Communications System and Services Agreement or other previously executed Agreement currently in force, as applicable ("Primary Agreement") provides additional or different terms and conditions to govern the sale of Maintenance, Support and SUA II services. The terms in this Addendum are integral to and incorporated into the Primary Agreement signed by the Parties.

1. DEFINITIONS

All capitalized terms not otherwise defined herein shall have the same meaning as defined in the Primary Agreement.

"SUA" or "SUA II" means Motorola's Software Upgrade Agreement program.

2. SCOPE

Motorola will provide Maintenance and Support Services and/or SUA Services as further described in the applicable Statement of Work, or attachment to Motorola's proposal for additional services.

3. TERMS AND CONDITIONS

The terms of the Primary Agreement combined with the terms of this Addendum will govern the products and services offered pursuant to this Addendum. To the extent there is a conflict between the terms and conditions of the Primary Agreement and the terms and conditions of this Addendum, this Addendum takes precedence.

3.1 MAINTENANCE AND SUPPORT SERVICES

3.1.1 PURCHASE ORDER ACCEPTANCE. Purchase orders for additional, continued, or expanded maintenance and software support, during the Warranty Period or after the Warranty Period, become binding only when accepted in writing by Motorola.

3.1.2 START DATE. The "Start Date" for Maintenance and Support Services will be indicated in the proposal or a cover page entitled "Service Agreement".

3.1.3 AUTO RENEWAL. Unless the cover page or SOW specifically states a termination date or one Party notifies the other in writing of its intention to discontinue the Services, this Agreement will renew for an additional one (1) year term on every anniversary of the Start Date. At the anniversary date, Motorola may adjust the price of the Services to reflect the renewal rate.

3.1.4 TERMINATION. Written notice of intent to terminate must be provided thirty (30) days or more prior to the anniversary date. If Motorola provides Services after the termination or expiration of this Addendum, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

3.1.5 EQUIPMENT DEFINITION. For maintenance and support services, Equipment will be defined to mean the hardware specified in the applicable SOW or attachments to the maintenance and support proposal.

3.1.6 ADDITIONAL HARDWARE. If Customer purchases additional hardware from Motorola that becomes part of the System, the additional hardware may be added to this Addendum and will be billed at the applicable rates after the warranty period for that additional equipment expires. Such hardware will be included in the definition of Equipment.

3.1.7 MAINTENANCE. Equipment will be maintained at levels set forth in the manufacturer's product manuals and routine procedures that are prescribed by Motorola will be followed. Motorola parts or parts of equal quality will be used for Equipment maintenance.

3.1.8 EQUIPMENT CONDITION. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Addendum. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay maintenance and support fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically maintained for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to maintain that Equipment.

3.1.9 EQUIPMENT FAILURE. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Addendum and applicable SOW.

3.1.10 INTRINSICALLY SAFE. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

3.1.11 EXCLUDED SERVICES.

a) Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

b) Unless specifically included in this Addendum, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

3.1.12 TIME AND PLACE. Service will be provided at the location specified in this Addendum and/or the SOW. When Motorola performs maintenance, support, or installation at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work

environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Addendum or applicable SOW, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Addendum or applicable SOW, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

3.1.13 CUSTOMER CONTACT. Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

3.2 SUA SERVICES

3.2.1 The Software License Agreement included as Exhibit A to the Primary Agreement applies to any Motorola Software provided as part of the SUA transactions.

3.2.2 The term of this Addendum is ___N/A___ years, commencing on N/A_____, 201N/A_. The SUA Price for the ___N/A___ years of services is \$____N/A_____, excluding applicable sales or use taxes but including discounts as more fully set forth in the pricing pages. Because the SUA is a subscription service as more fully described in the applicable SUA Statement of Work, payment from Customer is due in advance and will not be in accordance with any Payment Milestone Schedule.

3.2.3 The System upgrade will be scheduled during the subscription period and will be performed when Motorola's system upgrade operation resources are available. Because there might be a significant time frame between when this Addendum is executed and when a System upgrade transaction is performed, Motorola may substitute any of the promised Equipment or Software so long as the substitute is equivalent or superior to the initially promised Equipment or Software.

3.2.4 Acceptance of a SUA transaction occurs when the Equipment (if any) and Software are delivered and the SUA services are fully performed; there is no Acceptance Testing with a SUA transaction.

3.2.5 The Warranty Period for any Equipment or Motorola Software provided under a SUA transaction will commence upon shipment and not on System Acceptance or Beneficial Use, and is for a period of ninety (90) days rather than one (1) year. The ninety (90) day warranty for SUA services is set forth in the SUA Statement of Work.

3.2.6 In addition to the description of the SUA services and exclusions provided in the SUA Statement of Work, the following apply:

- a) Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment.
- b) SUA services exclude the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.
- c) Unless specifically included in this Addendum or the SUA Statement of Work, SUA services exclude items that are consumed in the normal operation of the Equipment; accessories; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.
- d) Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available during the performance of the SUA services.

3.2.7 The SUA annualized price is based on the fulfillment of the two year cycle. If Customer terminates this service during a two year cycle, except for Motorola's default, then Customer will be required to pay for the balance of payments owed for the two year cycle if a major system release has been implemented before the point of termination.

3.2.8 If Customer terminates this service and contractual commitment before the end of the ___ year term, for any reason other than Motorola's default, then the Customer will pay to Motorola a termination fee equal to the discount applied to the last three years of service payments related to the ___ year commitment.

3.2.9 SUA INFLATION ADJUSTMENT. After the end of the _____ year of the SUA service period in this Addendum, if the change in the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U) annual index for each SUA year exceeds five percent (5%), the price for the coming year's services will increase by an incremental dollar amount per the following formula: Current year's maintenance price * (actual change in the CPI - 5 percentage points). The successive year's service will increase from this new baseline by the dollar amount as described in the Pricing Exhibit. This adjustment will be calculated 60 days prior to the 12th/24th/36th, etc. anniversary of the end of the last service period in this Addendum. It will be calculated based upon the CPI for the most recent twelve month increments beginning from the most current month available as posted by the U.S. Department of Labor. The price adjustment would fix the price for the following 12 months.

4. PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within thirty (30) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

5. ENTIRE AGREEMENT. This Addendum, any related attachments, and the Primary Agreement, constitutes the entire agreement of the Parties regarding the subject matter of this Addendum and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Addendum may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Addendum, even if a representative of each Party signs that document.

END

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this ___ day of November, 2020, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").

2. Motorola Solutions, Inc., 500 W. Monroe Street, Chicago, Illinois 60661 ("Consultant").

Throughout this document, the City and the Consultant may be collectively referred to as the "parties."

RECITALS

A. The City is undertaking a project to obtain Remote Dispatch Consoles to allow for Dispatchers to work from home or a remote location.

B. The project requires professional services for the delivery of a high level of systems availability, performance, and support for the City of Casper Public Safety Communications Center.

C. The Consultant represents that it is ready, willing, and able to provide the professional services to City as required by this Contract.

D. The City desires to retain the Consultant for such services.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

1. SCOPE OF SERVICES:

The Consultant shall perform the following services in connection with and respecting the project:

Fulfill all requirements as set forth in Sections 1-8 of Motorola's Proposal dated 10/26/2020, along with the associated exhibits.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 15th day of December 2020.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with this Contract, not to exceed a total sum of more than One Hundred Eighty Five Thousand Six Hundred Ten Dollars (\$185,610), Post Warranty Services over a period of five years, billable annually at the amounts described on the attached Exhibit B, the Annual Breakdown of Consultant's rates used as a basis for payment mean salaries and wages (basic and incentive) paid to all Consultant's personnel engaged directly on the Project, including, but not limited to, engineers, installers, network administrators, and other technical and business personnel; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay, and other group benefits, whenever applicable.

4. METHOD OF PAYMENT:

Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Consultant for services rendered in conformance with the Contract, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Consultant has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

If amounts owed by the Consultant to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Consultant pursuant to this Contract.

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

Sections 1-8 of Motorola's Proposal dated 10/26/2020, along with the associated exhibits, are hereby incorporated into and made a part of this Contract.

6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Consultant's authorized representatives.

The City and the Consultant each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

7. WARRANTY/LIMITATION OF LIABILITY

Motorola warrants that the services will be performed in a professional and workmanlike manner and will conform in all material respects to the Statement of Work. This warranty shall be for a period of ninety (90) days following completion of the Services. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED.

Limitation of Liability:

EXCEPT FOR PERSONAL INJURY OR DEATH, this limitation of liability provision shall apply notwithstanding any contrary provision in this Contract. Motorola's total liability, whether for breach of contract, warranty, negligence, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the Contract Price or \$500,000, whichever is greater. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT be liable for any commercial loss; inconvenience; loss of use, Time, DATA, GOOD WILL, REVENUEs, profits or savings; or other SPECIAL, incidental, INDIRECT, OR consequential damages IN ANY WAY RELATED TO OR ARISING FROM THIS CONTRACT OR THE PERFORMANCE OF THE SERVICES BY MOTOROLA. This limitation of liability will survive the expiration or termination of this Contract.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.

APPROVED AS TO FORM

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

WITNESS

By: _____

Printed Name: _____

Title: _____

CONSULTANT
Motorola Solutions, Inc.

By: _____

Printed Name: _____

Title: _____

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

1.1 The City may terminate this Contract anytime by providing thirty (30) days written notice to Consultant of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by the Consultant under this Contract shall, at the option of the City, become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

1.2 Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City, by virtue of termination of the Contract by Consultant, or any breach of the Contract by the Consultant, and the City may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the City from the Consultant are determined.

2. CHANGES:

The City may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon between the City and the Consultant, shall be incorporated in written amendments to this Contract. There shall be no increase in the amount of Consultant's compensation unless approved by Resolution adopted by City.

3. ASSIGNABILITY:

The Consultant shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City: provided, however, that claims for money due or to become due the Consultant from the City under this Contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the City within five (5) business days of any assignment or transfer.

4. AUDIT:

The City or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Consultant which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transactions.

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Consultant shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices required by the government setting forth the provisions of this nondiscrimination clause. The Consultant shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

6. OWNER OF PROJECT MATERIALS:

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Consultant under this Contract shall be considered the property of the City, and upon completion of the services to be performed, they will be turned over to the City provided that, in any case, the Consultant may, at no additional expense to the City, make and retain such additional copies thereof as Consultant desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Consultant be released to any person, agency, corporation, or organization without the written consent of the City.

7. FINDINGS CONFIDENTIAL:

All reports, information, data, etc., given to or prepared, or assembled by the Consultant under this Contract are confidential and shall not be made available to any individual or organization by the Consultant without the prior written consent of the City.

8. GOVERNING LAW:

This Contract shall be governed by the laws of the State of Wyoming. The Consultant shall also comply with all applicable laws, ordinances, and codes of the local, state, or federal governments and shall not trespass on any public or private property in performing any of the work embraced by this Contract.

9. PERSONNEL:

The Consultant represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All of the services required shall be performed by the Consultant, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Consultant shall be employed in conformity with applicable local, state or federal laws.

10. SUBCONSULTANT:

The Consultant shall not employ any subconsultant to perform any services in the scope of this project, unless the subconsultant is approved in writing by the City. Any approved subconsultant shall be paid by the Consultant.

11. INSURANCE AND INDEMNIFICATION:

A. **Prior to** the commencement of work, Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its subconsultants, agents, representatives, or employees.

B. *Scope and limit of Insurance.*

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence and \$1,000,000 in the aggregate.
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.
3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with a limit of Five Hundred Thousand Dollars (\$500,000) each claim and \$1,000,000 in the aggregate..

C. *Other Insurance Provisions*

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. *Additional Insured Status*

The City, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of operations performed for them by or on behalf of Consultant, but only to the extent of damages caused by the negligence of Consultant..

2. *Primary Coverage*

For any claims related to this contract, the Consultant's insurance coverage shall be primary and non-contributory insurance as respects the City, its officers, elected and appointed officials, employees, agents and volunteers.

3. *Notice of Cancellation*

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the City. Such notice to the City shall be provided in a commercially reasonable time.

4. *Waiver of Subrogation*

Consultant hereby grants to City a waiver of any right to subrogation which any insurer, except Professional Liability of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance except to the extent such claim arose out of the negligence or willful misconduct of the City. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. *Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed to in writing by the City.

6. *Claims Made Policies*

If any of the required policies provide coverage on a claims-made basis:

- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work*. However, Consultant's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Consultant must purchase "extended reporting" coverage

for a minimum of *three (3)* years after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

7. *Verification of Coverage*

Consultant shall furnish the City with original certificates and amendatory endorsements required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them.

8. *Subconsultants*

Consultant shall require that all subconsultants maintain insurance meeting all the requirements stated herein, and subconsultants shall issue Certificates of Insurance and amendatory endorsements to the City.

9. *Special Risks or Circumstances*

City reserves the right to reasonably modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

D. Consultant agrees to indemnify the City, the City's employees, elected officials, appointed officials, agents, and volunteers, and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence, fault or willful and wanton conduct of the Consultant and any subconsultant thereof.

12. INTENT:

Consultant represents that it has read and agrees to the terms of this Contract and further agrees that it is the intent of the parties that Consultant shall perform all of the services for the compensation set forth in this Contract. Consultant also agrees that it is the specific intent of the parties, and a material condition of this Contract, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the City by Resolution of its governing body. Consultant agrees that it has carefully examined the Scope of Services, and that the compensation is adequate for performance of this Contract.

13. WYOMING GOVERNMENTAL CLAIMS ACT:

The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and the City specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

14. NO THIRD PARTY BENEFICIARY RIGHTS:

The parties to this Contract do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

RESOLUTION NO.20-230

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH MOTOROLA SOLUTIONS, INC., TO PURCHASE MOBILE RADIO POSITIONS.

WHEREAS, the City of Casper's Public Safety Communications Center has identified the need for additional back-up dispatch solutions to mitigate loss of staff due to the Coronavirus pandemic; and,

WHEREAS, the Public Safety Communications Center has identified a mobile solution by procuring three (3) mobile radio positions; and,

WHEREAS, Motorola Solutions, Inc., represents that it is ready, willing, and able to provide the professional services more particularly described in the Contract.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WY: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Contract for Professional Services with Motorola Solutions, Inc., in the amount of One Hundred Eighty-Five Thousand Six Hundred and Ten Dollars and 00/100 (\$185,610.00)

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2020.

APPROVED AS TO FORM:



ATTEST:

Fleur Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Steven K. Freel
Mayor

November 24, 2020

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Tim Cortez, Director of Parks and Recreation
SUBJECT: Visit Casper Contract for Marketing Efforts

Meeting Type & Date

Regular Council Meeting
December 1, 2020

Action type

Approval Requested

Recommendation

That Council approve, by resolution, a contract between Visit Casper and the City of Casper for the purposes of marketing City facilities during the COVID pandemic.

Summary

The City of Casper has provisionally been given over \$6M in CARES Act monies so far which has reached the maximum allowed. On December 3, 2020, the State Loan and Investment Board (SLIB) will be taking unused CARES monies and redistributing them. Although staff does not know what that process looks like at this point, the City wants to be ready with projects that could be funded.

Marketing and promoting of facilities during the pandemic are an expense that is reimbursable. This contract would only be carried out should additional monies be allocated to the City pursuant the December 3, SLIB meeting.

Financial Considerations

None unless SLIB were to award additional CARES monies to the City of Casper.
Total contract value not to exceed \$90,000, contingent upon funds being awarded.

Oversight/Project Responsibility

Tim Cortez, Director of Parks and Recreation

Attachments

DRAFT contract

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this ____ day of December, 2020, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 (“City”).
2. Natrona County Travel and Tourism Council dba Visit Casper, 139 W 2nd St, Suite 1B Casper, Wyoming 82601 (“Contractor”).

Throughout this document, the City and the Contractor may be collectively referred to as the “parties.”

RECITALS

- A. The City is undertaking a project to promote safe travel to the City of Casper and City facilities during the Coronavirus pandemic.
- B. The project requires professional services for reaching Casper residents as well as in-state and out of state travelers.
- C. The Contractor represents that it is ready, willing, and able to provide the professional services to City as required by this Contract.
- D. The City desires to retain the Contractor for such services.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

1. SCOPE OF SERVICES:

The Contractor shall perform the following services in connection with and respecting the project:

- A. Recognize Tim Cortez, Parks and Recreation Department Director, as the City of Casper point of contact.
- B. All promotional and creative materials shall be approved by the City of Casper point of Contact.
- C. Messaging will highlight specific Covid-19 safety measures being taken to keep guests safe at City-owned facilities.

- D. Create and place digital promotional material across a variety of platforms that promote City-owned facilities as meeting and event venues for regional meetings and events. Deliverables include placement in a monthly email to 20,000 targeted event planners and three social media posts per month on Visit Casper social media platforms with 75,000 to 100,000 total impressions.
- E. Develop public relations content, which will include 1 sponsored content piece and 1 consumer-facing article, also known as a MAT release, within Contractor's "Choose Casper" campaign to raise awareness of Casper as a place to live, work, and visit. In addition to promoting Casper, content shall focus on City facilities or amenities and their enhancement to resident quality of life. MAT release article will have eight hundred (800) placements in print and online.
- F. Create a local "Home for the Holidays" campaign to promote safe Coronavirus holiday activities. Campaign will include:
- i. A post card size direct mailing to all Natrona County residents highlighting safe Coronavirus holiday activities at City facilities, parks, recreation areas, and/or City property.
 - ii. A landing page on Visit Casper's web site to provide more information regarding safe Coronavirus holiday activities at City facilities, parks, recreation areas, and/or City property.
 - iii. A digital campaign on Facebook and Instagram to drive web traffic to campaign landing page. Campaign will include at least ten (10) social media posts and an ad campaign with at least fifty thousand (50,000) impressions.
 - iv. Promote an "All Access Pass" giveaway to drive traffic to campaign landing page. Contractor will manage all aspects of the contest including gathering registrations and selecting a winner. The City will provide four season passes to Hogadon Basin Ski Area, four annual Casper Recreation Center passes, and four season passes to the Casper Municipal Golf Course to the Contractor as the prize package. Contractor will report number of entrants and track web page visits.
 - v. A twelve page, 9x10, full color stitch and trim printed guide to be distributed in the Casper Star Tribune, City of Casper facilities, and visitor centers. The approximate number of printed guides will be sixteen thousand (16,000).
- G. Utilize Contractor's "Choose Casper" campaign to amplify awareness for Casper as a place to live, work, and relocate a business through search engine marketing. The goal is to increase website traffic to ChooseCPR.com by two thousand five hundred (2,500) unique visits.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 15th day of December, 2020. A planning meeting to determine mailing dates, and other details shall be undertaken prior the 7th day of December, 2020.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed Eighty Thousand Five Hundred Dollars (\$80,500).

4. METHOD OF PAYMENT:

Payment will be made following completion of the terms set forth herein and receipt of monthly itemized invoices, certified under penalty of perjury, from the Contractor for services rendered in conformance with the Contract, and following approval by the Casper City Council. The invoices for payment must specify the correct amount due; that the Contractor has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

If amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this Contract.

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Contractor's authorized representatives.

The City and the Contractor each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.

APPROVED AS TO FORM



ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

WITNESS

CONTRACTOR
Natrona County Travel and Tourism Council

By: _____

By:  _____

Printed Name: _____

Printed Name: **Brook KAUFMAN**

Title: _____

Title: **CEO**

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

1.1 The City may terminate this Contract anytime by providing thirty (30) days written notice to Contractor of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by the Contractor under this Contract shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

1.2 Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City, by virtue of termination of the Contract by Contractor, or any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor are determined.

2. CHANGES:

The City may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon between the City and the Contractor, shall be incorporated in written amendments to this Contract. There shall be no increase in the amount of Contractor's compensation unless approved by Resolution adopted by City.

3. ASSIGNABILITY:

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City: provided, however, that claims for money due or to become due the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the City within five (5) business days of any assignment or transfer.

4. AUDIT:

The City or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transactions.

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices required by the government setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

6. OWNER OF PROJECT MATERIALS:

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Contractor under this Contract shall be considered the property of the City, and upon completion of the services to be performed, they will be turned over to the City provided that, in any case, the Contractor may, at no additional expense to the City, make and retain such additional copies thereof as Contractor desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Contractor be released to any person, agency, corporation, or organization without the written consent of the City.

7. FINDINGS CONFIDENTIAL:

All reports, information, data, etc., given to or prepared, or assembled by the Contractor under this Contract are confidential and shall not be made available to any individual or organization by the Contractor without the prior written consent of the City.

8. GOVERNING LAW AND VENUE:

This Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the Seventh Judicial District, Natrona County, Wyoming. The Contractor shall also comply with all applicable laws, ordinances, and codes of the local, state, or federal governments and shall not trespass on any public or private property in performing any of the work embraced by this Contract.

9. PERSONNEL:

The Contractor represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All of the services required shall be performed by the Contractor, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Contractor shall be employed in conformity with applicable local, state or federal laws.

10. SUBCONTRACTOR:

The Contractor shall not employ any subcontractor to perform any services in the scope of this project, unless the subcontractor is approved in writing by the City. Any approved subcontractor shall be paid by the Contractor.

11. INSURANCE AND INDEMNIFICATION:

A. **Prior to** the commencement of work, Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its subcontractors, agents, representatives, or employees.

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit). The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.
3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than the sum of Two Million Dollars

(\$2,000,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Two Million Dollars (\$2,000,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

C. *Higher Limits.* If the Contractor maintains broader coverage and/or higher limits than required under this Agreement, then the City shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

D. *Other Insurance Provisions*

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. *Additional Insured Status*

The City, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 forms if later revisions used).

2. *Primary Coverage*

For any claims related to this Contract, the Contractor's insurance coverage shall be primary and non-contributory insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Contractor as respects the City, its officers, elected and appointed officials, employees, agents and volunteers.

3. *Notice of Cancellation*

Each insurance policy required above shall state that coverage shall not be canceled, materially changed, or reduced, except with notice to the City. Such notice to the City shall be provided in a commercially reasonable time.

4. *Waiver of Subrogation*

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*

Contractor has two options regarding deductibles and self-insured retentions:

- a. Option 1: Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless otherwise approved in writing by the City, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the City may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- b. Option 2: Contractor shall carry insurance with terms that require its insurance company to pay the full value of a covered claim from the first dollar of coverage, even if the Contractor is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. Contractor shall provide a written endorsement from its insurance carrier that such insurance coverage is in place, and shall keep such coverage in place during the term of this Contract and any subsequent time period required for claims made policies.

6. *Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed to in writing by the City.

7. *Claims Made Policies*

If any of the required policies provide coverage on a claims-made basis:

- a. The Retroactive Date must be shown and must be before the date of the Contract or the beginning of Contract work.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work*. However, Contractor's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the Contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of *five (5) years* after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

Contractor shall furnish the City with original certificates of insurance including all required amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and

Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. *Subcontractors*

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that the City is an additional insured on insurance required from subcontractors.

10. *Special Risks or Circumstances*

City reserves the right to reasonably modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

E. Contractor agrees to indemnify the City, the City's employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence, fault or willful and wanton conduct of the Contractor and any subcontractor thereof.

12. INTENT:

Contractor represents that it has read and agrees to the terms of this Contract and further agrees that it is the intent of the parties that Contractor shall perform all of the services for the compensation set forth in this Contract. Contractor also agrees that it is the specific intent of the parties, and a material condition of this Contract, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the City by Resolution of its governing body. Contractor agrees that it has carefully examined the Scope of Services, and that the compensation is adequate for performance of this Contract.

13. WYOMING GOVERNMENTAL CLAIMS ACT:

The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and the City specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

14. NO THIRD PARTY BENEFICIARY RIGHTS:

The parties to this Contract do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

15. FORCE MAJEURE:

Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, pandemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

RESOLUTION NO. 20-232

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH NATRONA COUNTY TRAVEL AND TOURISM COUNCIL FOR THE CORONAVIRUS SAFE TRAVEL PROJECT

WHEREAS, the City of Casper desires to undertake a project to promote safe travel to the City of Casper and City facilities during the Coronavirus pandemic,

WHEREAS, Natrona County Travel and Tourism Council is ready, willing, and able to provide these services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Contract for Professional Services with Natrona County Travel and Tourism Council, for the services more specifically delineated in the Contract for Professional Services.

BE IT FURTHER RESOLVED: That the City Manager is authorized to make verified partial payment and contract extensions throughout the project, retaining those amounts prescribed by the agreement, in an amount not to exceed Eighty Thousand Five Hundred Dollars (\$80,500).

PASSED, APPROVED, AND ADOPTED on this ____ day of _____, 2020.

APPROVED AS TO FORM:




ATTEST:


Fleur Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Steven K. Freel
Mayor

November 18, 2020

MEMO TO: J. Carter Napier, City Manager 

FROM: Jolene Martinez, Assistant to the City Manager 

SUBJECT: That Council, by minute action, adopt the Wyoming Association of Municipalities 2021 Wyoming Legislative Agenda.

Meeting Type & Date

Council Meeting December 1, 2020

Action Type

Authorization

Recommendation

That Council adopt the Wyoming Association of Municipalities 2021 Wyoming Legislative Agenda

Summary

The Wyoming Association of Municipalities (WAM) has developed a strong legislative agenda and staffed a knowledgeable and proficient staff team work the agenda with cooperation from Wyoming cities and towns. For the 2021 Wyoming legislative agenda, nine priorities have been approved by WAM:

1. Research and advocate for changes to 911 service funding
2. Support and strengthen the Wyoming Association of Sheriffs and Chiefs of Police lobbying effort on gaming
3. Remind legislators about the powers of governance delegated to counties and municipalities
4. Amend state statute to allow WDEQ to issue payment of eligible landfill remediation program credit to landfill owners
5. Supporting legislation terminating the requirement of posting notice of applications for all liquor licenses renewals, transfers or new applicants on the premises of the applicant
6. Provide uniform financial transparency in every governmental entity within Wyoming
7. Amend state statute to give seasonal employer status to municipalities such that seasonal employees are exempt from collecting unemployment payments
8. Supporting the authority of cities and towns to create taxing districts
9. Supporting an amendment to the statutes relating to the distribution of sales tax.

At their work session on November 10, 2020 Council agreed to support this agenda. In addition, Council was advised of an emerging issue regarding Fire Pension Fund A. It is projected to be insolvent in a few years, and selected cities and towns, including Casper could be additionally liable for some of the costs. It is expected a bill will be introduced on which Casper may want to act.

Financial Considerations

There are no financial considerations

Oversight/Project Responsibility

J. Carter Napier, City Manager

Jolene Martinez, Assistant to the City Manager

Attachments

WAM 2021 resolutions

RESOLUTION No. 2020-01

**A RESOLUTION TO RESEARCH AND ADVOCATE FOR CHANGES TO
911 SERVICE FUNDING**

WHEREAS, Wyoming and states across the country have 911 fees attached to all phone services that totaled \$2,675,270,976 in 2018; and

WHEREAS, cities and states across the country have differing 911 charges including state and local fees as well as authority to audit service providers; and

WHEREAS, fees collected are not covering the costs of the 911 system and the fees may be allocated to the locality where the phone is billed rather than where the service is being provided; and,

WHEREAS, some states have amended and enlarged the 911 funding system and are allocating funding to additional public safety service elements; and,

WHEREAS, in 2019, the Wyoming legislature passed House Bill 161 to designate a statewide 911 coordinator who is responsible for coordinating with 911 local and state stakeholders to develop a statewide 911 plan and ensure compliance with federal grant regulations.

NOW, THEREFORE, BE IT RESOLVED that the Wyoming Association of Municipalities supports such rulemaking and legislation allocating appropriate fees where the service is rendered and cover the costs of the 911 system and other public safety elements.

Approved on this (date) 10/15/20

Scott Dellinger
President Scott Dellinger



Building Stronger Communities

RESOLUTION No. 2020-02

A RESOLUTION TO SUPPORT AND STRENGTHEN THE WYOMING ASSOCIATION OF SHERIFFS AND CHIEFS OF POLICE LOBBYING EFFORT ON GAMING

WHEREAS, the Wyoming Para Mutual Commission was converted into the Wyoming Gaming Commission via the successful 2020 House Bill 138; and

WHEREAS, the bill grandfathers existing "games of skill" until January 1, 2021 and charges the Gaming Commission to study gaming in the state; and

WHEREAS, gaming may cause law enforcement issues for; and

WHEREAS, the Wyoming Association of Municipalities can make efforts to build a coalition to support lobbying efforts on gaming in 2021.

NOW, THEREFORE, BE IT RESOLVED that the Wyoming Association of Municipalities supports a broad coalition to lobby for gaming laws that are enforceable and good for cities and towns.

Approved on this (date) 10/15/20

Scott Dellinger
President Scott Dellinger



Building Stronger Communities

RESOLUTION No 2020-03

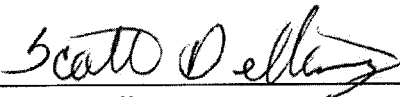
**A RESOLUTION TO REMIND LEGISLATORS ABOUT THE POWERS OF GOVERNANCE
DELGATED TO COUNTIES AND MUNICIPALITIES**

WHEREAS, municipalities are empowered by the State of Wyoming to govern under WS 15-1-101 through 15-11-302; and

WHEREAS, bills have been introduced and moved forward in several legislative sessions to negate or ignore the home rule authority of cities and towns established by WS 15-1-101 through 15-11-302.

NOW, THEREFORE, BE IT RESOLVED that the Wyoming Association of Municipalities will oppose such legislation and partner with and assist legislators to strengthen home rule principles that empower cities and towns.

Approved on this (date) 10/15/20



President Scott Dellinger



Building Stronger Communities

RESOLUTION No 2020-04

A RESOLUTION TO AMEND STATE STATUTE TO ALLOW WDEQ TO ISSUE PAYMENT OF ELIGIBLE LANDFILL REMEDIATION PROGRAM CREDIT TO LANDFILL OWNERS

WHEREAS, State of Wyoming legislators worked with landfill owners to remediate landfills leaking into groundwater and developed a 25% landfill owner cost-share program via state statute; and

WHEREAS, landfill owners that paid for or borrowed money to pay 100% of the costs to remediate their landfills were determined to be eligible for landfill remediation credit; and

WHEREAS, the landfill remediation state statute restricts activities for which the credit can be used such that Casper, Wamsutter, and Thayne will not be able to ever collect their total estimated credits of \$1,904,719.39; and

WHEREAS, an amendment to state statutes that allows for a one-time payment to the three landfill owners to be exclusively used for landfill closure loan repayments, closure/post closure reserve funding, groundwater cleanup and remediation activities, and improving old landfill caps would address the inherent fairness.

NOW, THEREFORE, BE IT RESOLVED that the Wyoming Association of Municipalities supports such legislation as may be necessary to pay unavailable landfill credits to the three landfill owners.

Approved on this (date) 10/16/20

Scott Dellinger
President Scott Dellinger



Building Stronger Communities

RESOLUTION No. 2020-05

A RESOLUTION SUPPORTING LEGISLATION TERMINATING THE REQUIREMENT OF POSTING NOTICE OF APPLICATIONS FOR ALL LIQUOR LICENSES RENEWALS, TRANSFERS OR NEW APPLICANTS ON THE PREMISES OF THE APPLICANT.

WHEREAS, Wyoming State Statute 12-4-104 (a) requires municipalities post notice of applications for all liquor license transfers, renewals and new requests on the licensed premise; and

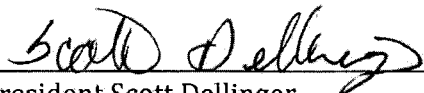
WHEREAS, the current law also requires advertisement of the application in a local newspaper for two (2) consecutive weeks, and on a local website when available; and

WHEREAS, W.S. 12-4-104 (a) requires the City Clerk to post the notices on the premises and does not permit notice of applications to be sent to the applicant/owner/proprietor for posting; and

WHEREAS, eliminating the requirement of a clerk posting notices will allow the clerk and staff to devote more time to other required tasks;

NOW, THEREFORE, BE IT RESOLVED that the Wyoming Association of Municipalities supports legislation eliminating the requirement that city or town clerks post notice of applications on premises and requiring posting by the applicant of the notice of application.

Approved on this (date) 10/15/20



President Scott Dellinger



Building Stronger Communities

RESOLUTION No. 2020-06

**A RESOLUTION TO PROVIDE UNIFORM FINANCIAL TRANSPARENCY IN EVERY
GOVERNMENTAL ENTITY WITHIN WYOMING**

WHEREAS, municipalities and counties are required to publish, within sixty (60) days after the end of each fiscal year, the name, position, base annual salary of and amount of overtime pay paid to each full-time employee and each elected official; and


WHEREAS, publishing the name of each employee may create safety concerns for employees; and

WHEREAS, Wyoming has many governmental entities and sub-divisions not subject to this publishing requirement; and

WHEREAS, the Wyoming Association of Municipalities believes financial transparency should have equal application across all government entities and political subdivisions in the State of Wyoming;

NOW, THEREFORE, BE IT RESOLVED that the Wyoming Association of Municipalities supports such legislation as may be necessary to reach uniform financial transparency in Wyoming.

Approved on this (date) 10/15/20



President Scott Dellinger



Building Stronger Communities

RESOLUTION No. 2020-07

A RESOLUTION TO AMEND STATE STATUTE TO GIVE SEASONAL EMPLOYER STATUS TO MUNICIPALITIES SUCH THAT SEASONAL EMPLOYEES ARE EXEMPT FROM COLLECTING UNEMPLOYMENT PAYMENTS

WHEREAS, municipalities have employment opportunities that are seasonal; and

WHEREAS, the current law of the State of Wyoming does not count these jobs as seasonal and grants seasonal employees unemployment which is charged against the municipality; and

WHEREAS, municipalities could have significant cost savings by lowering their unemployment rating and payment obligations;

NOW, THEREFORE, BE IT RESOLVED that the Wyoming Association of Municipalities supports such legislation as may be necessary to change state statute to give seasonal employer status to municipalities.

Approved on this (date) 10/15/20

Scott Dellinger
President Scott Dellinger



Building Stronger Communities

RESOLUTION No. 2020-08

**A RESOLUTION SUPPORTING THE AUTHORITY OF CITIES AND TOWNS
TO CREATE TAXING DISTRICTS**

WHEREAS, Wyoming's ninety-nine (99) cities and towns are responsible to provide public safety and reliable services for sixty-nine percent (69%) of all Wyoming residents who reside in those communities, as well as tourists and visitors who frequent these communities; and,

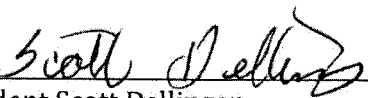
WHEREAS, Partnerships between two or more local governmental entities is a recognized method to better serve the citizens and visitors of Wyoming in particular regions of the state; and,

WHEREAS, Existing local taxation authority of municipal governing bodies does not provide sufficient revenues to provide funding for the projects which are necessary to serve residents of and visitors to cities and town and,

WHEREAS, Wyoming cities and towns require a more sustainable and consistent way to fund projects which serve to improve the economic vitality, safety, and beauty of their communities.

NOW THEREFORE, BE IT RESOLVED that the Wyoming Association of Municipalities hereby resolves to request that the State of Wyoming empower municipalities to raise revenues to fund projects necessary to meet the needs of local residents and visitors by allowing voters within the municipal limits and cooperating governmental entities to enact a special purpose excise tax, commonly known as a 6th Penny tax, to use for those purposes allowed by W.S. 39-15-203.

Approved on this (date) 10/15/20



President Scott Dellinger



Building Stronger Communities

RESOLUTION NO. 2020-09

**A RESOLUTION SUPPORTING AN AMENDMENT
TO THE STATUTES RELATING TO THE DISTRIBUTION OF
SALES TAX**

WHEREAS, Wyoming law, at W.S. 39-15-111 (b) currently provides for the distribution of the sales tax revenues received by the State of Wyoming under W.S. 39-15-103 and W.S. 39-15-104; and

WHEREAS, 39-15-111 (b) requires 69% of the sales tax revenues be credited to the State general fund, and that an additional 1% shall be deducted to cover administrative expenses; and

WHEREAS, the remaining balance of 30% is distributed to the counties, cities and towns in Wyoming pursuant to W.S. 39-15-111 (b)(iii); and

WHEREAS, local government revenue generated from Sales, Use, and Property Tax, funding from the State of Wyoming and Direct Distribution Appropriation, and other miscellaneous sources of income have been insufficient to meet the increasing demands of continuing essential services and are anticipated to decrease in the foreseeable future; and

WHEREAS, the costs of providing essential services and capital expenditure requirements are expected to increase; and

NOW, THEREFORE BE IT RESOLVED, the Wyoming Association of Municipalities supports legislation to request that the State of Wyoming amend W.S. 39-15-111 to provide for a distribution of sales tax revenue so that 50% is distributed to the state, and 50% is distributed to counties and municipalities.

Approved on this (date) 10/15/20

Scott Dellinger
President Scott Dellinger



Building Stronger Communities