

# COUNCIL MEETING AGENDA

Casper City Council  
Video Conference Call  
Tuesday, May 5, 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.\**

**This meeting will not be open to the public, per the order issued by Governor Gordon and the Natrona County Public Health Officer.  
Those wishing to make public comments may call 307-235-7568.  
Meetings will be streamed live on YouTube as well as cable channel 192.**

## AGENDA

1. ROLL CALL
2. CONSIDERATION OF MINUTES OF THE APRIL 21, 2020 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON APRIL 30, 2020

We are CASPER

Communication Accountability Stewardship Professionalism Efficiency Responsiveness

3. CONSIDERATION OF MINUTES OF THE APRIL 21, 2020 EXECUTIVE SESSION – LAND ACQUISITION AND PERSONNEL
4. CONSIDERATION OF MINUTES OF THE APRIL 28, 2020 SPECIAL COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON MAY 4, 2020
5. CONSIDERATION OF BILLS AND CLAIMS
6. BRIGHT SPOT – DRINKING WATER WEEK PROCLAMATION
7. COMMUNICATIONS
  - A. From Persons Via Telephone
8. ESTABLISH DATE OF PUBLIC HEARINGS
  - A. Consent
    1. Establish May 19, 2020, as the Public Hearing Date for Consideration of:
      - a. Approving a Municipal Code Text Amendment to Sections 15.02.120 and 15.04.070 Regarding **Unsafe Structures and Equipment**.
      - b. Approving a Zone Change of Lots 344 and 345, **Kenwood Addition Subdivision**, from R-2 (One Unit Residential) to C-2 (General Business).
      - c. Vacation and Replat of Lot 1, Block 1, Cemetery Addition, to Create the **Gorgan Hills Addition** Subdivision, Comprising 31.52-Acres, More or Less, Generally Located South of West 46<sup>th</sup> Street and East of Moose Street.
      - d. **New Restaurant Liquor License No. 44** for Occasions by Cory, LLC, d/b/a **Occasions Entertainment Group**, Located at 303 South Wolcott Street.
9. PUBLIC HEARING
  - A. Ordinance
    1. Text Amendment to Chapter 8.40 of the Casper Municipal Code, Pertaining to **Litter Control**.
10. THIRD READING ORDINANCES
  - A. Creation of **Local Assessment District 157 – Arrowhead Road and Jade Avenue Roadway Improvements**.
    1. Communications from Persons Present

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## 11. SECOND READING ORDINANCE

A. Text Amendment to Chapter 17.68 of the Casper Municipal Code Pertaining to **Gaming/Gambling** in the **C-4 (Highway Business) Zoning District**.

1. Communications from Persons Present

## 12. FIRST READING ORDINANCE

A. Amendments to the **Liquor License Ordinances 5.08.010, 5.08.050, 5.08.080, 5.08.100, 5.08.105, 5.08.130, 5.08.140, 5.08.150, 5.08.280, 5.08.340, 5.08.480, 5.08.530, 5.08.535.**  
(Tabled at the April 21, 2020 Council Meeting to May 5, 2020)

1. Communications from Persons Present

## 13. RESOLUTIONS

A. Consent

1. Authorizing an Amendment to the Contract for Professional Services between the City of Casper and **Casper Area Transportation Coalition, Inc.**, a Wyoming Non-profit Corporation, for **Fiscal Year 2020**.
2. Declaring Certain City-Owned Property as **Surplus Property**.
3. Authorizing a Contract for **Outside-City Water and Sewer Service** with **Jereco Cleaning Systems, LLC**.
4. Authorizing a Contract for **Outside-City Water Service** with **Ashton J. and Joanna Wilson**.
5. Authorizing an Agreement with **Myers & Sons Construction LLC**, in the Amount of \$2,000,000, for the **Sam H. Hobbs Wastewater Treatment Plant Secondary Treatment Rehabilitation Project**.
6. Authorizing an Agreement with **SWI, LLC**, for \$323,155.50 for the **Solid Waste Fencing Project**.
7. Acceptance of the U.S. Department of Homeland Security, Federal Emergency Management Agency, **State Homeland Security Program Grant**, in the Amount of \$34,038.57.
8. Authorizing Change Order No. 2 to the Agreement with **Shamrock Environmental Corporation** for the **North Platte River Restoration – 1<sup>st</sup> Street Reach, Project No. 12-51**.

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13. RESOLUTIONS (continued)

A. Consent

9. Correcting a Scrivener's Error in Resolution No. 20-51 Pertaining to the **White Dog Addition No. 2**, and Also a Scrivener's Error in the Legal Description Found in the White Dog Addition No. 2 Subdivision Agreement.
10. Authorizing a **Collective Bargaining Agreement** for 2020-2022 between the City of Casper and the **Fire Fighters Local Union 904**, I.A.F.F., AFL-CIO.
11. Authorizing a Contract Extension for the City of Casper to Host the **College National Finals Rodeo** for an Additional Five Years.

14. MINUTE ACTION

A. Consent

1. Rejecting Bids Received for the **Mike Sedar Pickleball Courts Project**.
2. Authorizing the Sole Source Purchase of 64 Sets of **Globe Firefighting Turnout Gear**, in the Amount of \$159,000, from **L.N. Curtis & Sons**.
3. Authorizing the Submission of Seven (7) **Wyoming Association of Municipalities Resolutions** as Casper's Submission of **Legislative Priorities for 2021**.

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

16. ADJOURNMENT

Upcoming Council meetings

**Council meetings**

6:00 p.m. Tuesday, May 19, 2020– Location tentative

6:00 p.m. Tuesday, June 2, 2020 – Location tentative

**Work sessions**

4:30 p.m. Tuesday, May 12, 2020 – Location tentative

4:30 p.m. Tuesday, May 26, 2020– Location tentative

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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

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COUNCIL PROCEEDINGS  
 Casper City Hall – Video Conference Call  
 April 21, 2020

1. ROLL CALL

Casper City Council met in regular session at 6:18 p.m., Tuesday, April 21, 2020. Present at City Hall: Vice-Mayor Lutz and Mayor Freel. Councilmembers Councilmembers Bates, Cathey, Hopkins, Huber, Pacheco, and Powell attended via conference call. Absent: Councilmember Johnson.

Moved by Councilmember Lutz, seconded by Councilmember Hopkins, to, by minute action, excuse the absence of Councilmember Johnson. Motion passed.

2. MINUTES

Moved by Councilmember Pacheco, seconded by Councilmember Hopkins, to, by minute action, approve the minutes of the April 7, 2020, regular Council meeting, as published in the Casper-Star Tribune on April 13, 2020. Motion passed.

3. EXECUTIVE SESSION MINUTES

Moved by Councilmember Lutz, seconded by Councilmember Cathey, to, by minute action, approve the minutes of the April 7, 2020, executive session. Motion passed.

4. BILLS & CLAIMS

Moved by Councilmember Pacheco, seconded by Councilmember Bates, to, by minute action, approve payment of the April 21, 2020, bills and claims, as audited by City Manager Napier. Motion passed.

Bills & Claims 04/21/20

307CollsnCtr	Services	217.66
71Const	Services	2,023.00
AMBI	Services	758.19
Adecco	Services	1,280.40
Ahern	Services	1,929.20
Airgas	Goods	2,405.36
AllianceElect	Services	3,092.02
Alliant Ins	Services	100.00
Alluretech	Services	42.00
AlSCO	Services	631.89
Ameritech	Goods	3,522.18
Amerigas	Goods	948.43
ArrwhdHting	Services	1,784.73
AtlanticElect	Services	572.18
AtlasOffice	Goods	133.44
AtlasRepro	Services	18.00
BarDSigns	Goods	723.23

Bargreen	Goods	84.00
BnkofAmerica	Goods	137,981.79
BlekHillsEnrgy	Utilities	13,238.22
BrakeSupply	Services	7,617.50
CarolinaSftwr	Goods	700.00
CATC	Funding	113,514.41
CsprStarTrib	Ads	3,389.87
CsprTire	Goods	376.00
CsprPblcUt	Utilities	148.83
CsprWinnlson	Goods	508.15
CntrlWyRegWtr	Services	321,968.28
CntrlWySrSvcs	Funding	140,244.21
CntrlWyHospice	Funding	9,583.31
CenturyLink	Services	5,435.00
ChldDev	Funding	5,312.50
CtyofCspr	Services	107,839.81
CivilEng	Services	4,498.75
CMITeco	Goods	25,021.06
CommTech	Goods	1,104.07
Convergeone	Goods	982.05
CPU	Goods	987.00
CSConslt	Services	560.00
DCourtade	Reimb	500.00
DvdsonFxd	Services	4,287.67
Dell	Services	1,520.32
DeltaDntl	Services	2,614.60
DesertMtn	Goods	30,109.76
DPCInd	Goods	6,490.51
EBecher	Reimb	228.00
EcnmcDev	Funding	107,182.25
EngDsgn	Services	1,125.00
FarmerBros	Goods	69.47
FirstData	Goods	7.68
FloydsTrck	Goods	584.84
FremontMtrCspr	Goods	36,236.70
Galls	Services	326.70
GlobalEquip	Services	403.46
GravesConsult	Services	12,000.00
GrtrWyBigBro	Funding	10,505.16
GreinerMtr	Goods	62,194.00
GSGArch	Services	2,086.51
HitekComm	Services	11,330.00
Homax	Goods	29,506.67
HoseRubber	Goods	357.62
HowrdSpply	Goods	1,943.11

HubFloor	Goods	153.00
InterfthofNC	Funding	8,541.69
JKCEng	Services	2,518.50
Kubwater	Services	5,618.85
LisasSpnSpn	Services	1,715.00
MBurgardt	Reimb	150.00
MichaelsFence	Goods	390.00
Motorola	Goods	144,198.05
MtnStatesLitho	Services	129.88
MtnWst	Services	1,870.00
MtnWstVal	Services	2,000.00
MtnWstPipe	Goods	9,459.60
NCHCorp	Goods	900.00
Nelson/Nygaard	Services	3,930.75
OneCallWy	Goods	794.25
PMCH	Services	52,000.00
RpdFireProtct	Services	715.00
RcyklingInd	Services	8,354.00
Ricoh	Services	293.03
RckyMtnPwr	Utilities	193,480.27
RotaryClb	Dues	228.00
Smarsh	Services	1,831.50
SftDr	Goods	43.10
StofWYDEQ	Permits	3,438.05
Thatcher	Goods	17,788.32
TopOffice	Services	152.71
Trihydro	Services	6,712.75
Tweeds	Goods	209.80
TylerTech	Goods	14,000.00
Verizon	Services	3,032.33
WtrTech	Goods	5,895.00
WayneColeman	Services	9,750.00
WearPrts	Goods	46.76
WstrnCoop	Goods	3,960.00
WstrnMedAssoc	Services	17,060.00
WllmsIns	Goods	1,520.00
WPPeterson/Assoc	Goods	7,814.00
WLCEng	Services	10,970.78
Wydot	Services	543.25
WyMachinry	Goods	28,310.05
WySteel	Goods	2,412.00
Xerox	Goods	221.08
ZohoCorp	Goods	4,900.00
Total		1,820,938.10



5. COMMUNICATIONS VIA TELEPHONE

Individuals addressing the Council were: Dale Zimmerle, 3035 Bellaire, expressing concern about civil liberties during health orders for the Covid-19 pandemic; Pat Sweeney, 951 N. Kimball, speaking in support of the sale of the van to the Rescue Mission and suggesting using Zoom for Council meetings; and Ms. Wolosin, 818 E. 15<sup>th</sup>, sharing that no additional enforcement of the health orders is needed.

6. ESTABLISH PUBLIC HEARING

Moved by Councilmember Cathey, seconded by Councilmember Hopkins, to, by minute action: establish May 5, 2020, as the public hearing date for the consideration of a text amendment to Chapter 8.40 of the Casper Municipal Code, pertaining to litter control. Motion passed.

7.A.1 PUBLIC HEARING - ORDINANCE

Mayor Freel opened the public hearing for the consideration of an ordinance updating and amending sections of Chapter 5.08 of the Casper Municipal Code.

City Attorney Henley entered two (2) exhibits: correspondence from John Henley to J. Carter Napier, dated April 10, 2020 and an affidavit of publication, as published in the Casper-Star Tribune, dated April 16, 2020. City Manager Napier provided a brief report.

Speaking in opposition were: Michael Reid, 1615 Luker; Matt Galloway, 71 Magnolia; and Jamie Bates, 209 Indian Paintbrush.

There being no others to speak for or against the issues involving the ordinance updating and amending sections of Chapter 5.08, the public hearing was closed.

Following ordinance read:

ORDINANCE NO. 9-20  
AN ORDINANCE UPDATING AND AMENDING SECTIONS  
5.08.010, 5.08.050, 5.08.080, 5.08.100, 5.08.105, 5.08.130,  
5.08.140, 5.08.150, 5.08.280, 5.08.340, 5.08.480, 5.08.530, and  
5.08.535 OF THE CASPER MUNICIPAL CODE.

Councilmember Huber presented the foregoing ordinance for approval, on first reading. Seconded by Councilmember Bates. Councilmember Hopkins moved to table this item until an in-person, public meeting could be held. Councilmember Powell shared that having this in place for this summer would be constructive. Moved by Vice-Mayor Lutz, seconded by Councilmember Powell, to table this item until the May 5, 2020 meeting. Councilmember Huber pointed out that Councilmember Hopkins had already made a motion. Councilmember Hopkins withdrew his motion. Motion to table passed.

7.A.2 PUBLIC HEARING - ORDINANCE

Mayor Freel opened the public hearing for the consideration of the ordinance amending Chapter 17.68 pertaining to gaming/gambling in the C-4 (Highway Business) zoning district.

City Attorney Henley entered two (2) exhibits: correspondence from Liz Becher to J. Carter Napier, dated April 8, 2020 and an affidavit of publication, as published in the Casper-Star Tribune, dated April 1, 2020. City Manager Napier provided a brief report.

There being no one to speak for or against the issues involving the ordinance amending Chapter 17.68, the public hearing was closed.

Following ordinance read:

ORDINANCE NO. 10-20  
AN ORDINANCE AMENDING CHAPTER 17.68 OF THE  
CASPER MUNICIPAL CODE PERTAINING TO  
GAMING/GAMBLING IN THE C-4 (HIGHWAY BUSINESS)  
ZONING DISTRICT.

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

8.A ORDINANCE– SECOND READING

Following ordinance read:

ORDINANCE NO. 7-20  
AN ORDINANCE APPROVING THE ANNEXATION, PLAT  
AND SUBDIVISION AGREEMENT FOR THE SONTRUST NO.  
1 ADDITION TO THE CITY OF CASPER; AND ZONING SAID  
ADDITION R-3 (ONE TO FOUR UNIT RESIDENTIAL).

Councilmember Huber presented the foregoing ordinance for approval, on second reading. Seconded by Councilmember Hopkins.

No citizens spoke on the ordinance. Mayor Freel abstained. Motion passed.

8.B ORDINANCE– SECOND READING

Following ordinance read:

ORDINANCE NO. 8-20  
AN ORDINANCE CREATING CITY OF CASPER, WYOMING  
LOCAL ASSESSMENT DISTRICT NO. 157; ORDERING THE  
CONSTRUCTION OF IMPROVEMENTS THEREIN,  
DESCRIBING THE SAME, DIRECTING THE PREPARATION  
OF PLANS AND SPECIFICATIONS THEREFOR; PROVIDING  
FOR THE PUBLICATION OF NOTICE TO CONTRACTORS;  
FIXING THE BOUNDARIES OF SAID DISTRICT; RATIFYING  
ACTION PREVIOUSLY TAKEN; AND, PRESCRIBING  
DETAILS IN CONNECTION WITH SAID DISTRICT.

Councilmember Powell presented the foregoing ordinance for approval, on second reading. Seconded by Councilmember Lutz.

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

9. CONSENT RESOLUTIONS

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 20-73

A RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE U.S. DEPARTMENT OF TRANSPORTATION GRANT FOR MIDWEST AVENUE IMPROVEMENTS.

RESOLUTION NO. 20-74

A RESOLUTION APPROVING AND ADOPTING THE 2020 CASPER AREA WAYFINDING MASTER PLAN.

RESOLUTION NO. 20-75

A RESOLUTION APPROVING THE ELKHORN VILLAGE ADDITION NO. 2, AND THE ASSOCIATED SUBDIVISION AGREEMENT.

RESOLUTION NO. 20-76

A RESOLUTION AUTHORIZING A CONTRACT WITH AAA LANDSCAPING FOR WEED MOWING AND LITTER ABATEMENT.

RESOLUTION NO. 20-77

A RESOLUTION AUTHORIZING A CONTRACT WITH B & B SALES AND SERVICE FOR WEED MOWING AND LITTER ABATEMENT.

RESOLUTION NO. 20-78

A RESOLUTION AUTHORIZING A CONTRACT WITH BRIAN'S GO TO SERVICE FOR WEED MOWING AND LITTER ABATEMENT.

RESOLUTION NO. 20-79

A RESOLUTION AUTHORITYING A CONTRACT WITH WYONING LONGHORN LANDSCAPING INC., FOR WEED MOWING AND LITTER ABATEMENT.

RESOLUTION NO. 20-80

A RESOLUTION APROVING THE VACATION AND REPLAT OF LOTS 1, 2, 18, 19 AND A PORTION OF LOTS 20, 21 AND 22, SUNRISE HILLS NO. 3 ADDITION, AS THE IRWIN ADDITION, AND THE ASSOCIATED SUBDIVISION AGREEMENT.

RESOLUTION NO. 20-81

A RESOLUTION AUTHORIZING AN AGREEMENT WITH INSTALLATION & SERVICE COMPANY, INC., FOR THE 2020 EAST 21<sup>ST</sup> STREET RECONSTRUCTION PROJECT NO. 18-051.

RESOLUTION NO. 20-82

A RESOLUTION AUTHORIZING AN AGREEMENT WITH TRANSMISSION DISTRIBUTION SERVICE, LLC, DBA TDS CONSTRUCTION, FOR THE CEC WALK-IN COOLER AND FREEZER REPLACEMENTS PROJECT NO. 19-072.

RESOLUTION NO. 20-83

A RESOLUTION APPROVING A CONTRACT FOR PROFESSIONAL SERVICES WITH ADVANCE CASPER FOR ASSISTANCE WITH ECONOMIC STRATEGIC PLANNING AND GRANT FUNDING.

RESOLUTION NO. 20-84

A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH THE UNITED STATES DEPARTMENT OF INTERIOR, BUREAU OF LAND MANAGEMENT, CASPER FIELD OFFICE.

RESOLUTION NO. 20-85

A RESOLUTION AUTHORIZING THE SALE OF THE 2001 FORD E-350 TRANSIT CONVERSION VAN (UNIT #42) TO THE WYOMING RESCUE MISSION.

Councilmember Hopkins presented the foregoing thirteen (13) resolutions for adoption. Seconded by Councilmember Lutz. Mayor Freel abstained from voting on Resolution No. 20-76. Motion passed.

10.A MINUTE ACTION— NOT CONSENT

Moved by Councilmember Huber, seconded by Councilmember Lutz, to, by minute action, authorize the changes to Casper's Council for People with Disabilities, including changing the name to Casper's Council of People with Disabilities, necessary revisions to the bylaws, and the appointment of four (4) new members to replace several members who resigned.

City Manager Napier provided a brief report. Councilmember Cathey shared his concerns with the changing of the title of this group. Zulima Lopez, Risk Manager, shared that the group was self-advocating. Councilmember Powell stated that it was probably more self-representation rather than exclusion of others. Councilmembers Bates and Cathey voted nay, motion passed.

10.B MINUTE ACTION– CONSENT

Moved by Councilmember Cathey, seconded by Councilmember Hopkins, to, by consent minute action, authorize the purchase of one (1) new half-ton extended cab pickup truck with eight-foot bed, from Greiner Motors, in the total amount of \$28,532; and reject bids from Big West Landscaping, LLC, D.Q., Commercial/Land Service Maintenance, and Two Brothers Lawn Services, LLC for clean-up of weeds and trash covered properties for Code Enforcement. Motion passed.

11. INTRODUCTION OF MEASURES AND PROPOSALS

Councilmembers shared concerns and opinions on health orders, budget matters, and the eventual lifting of Covid-19 restrictions. Mayor Freel shared that a public portal for input on re-opening the City was in place and the City has already received a lot of constructive feedback. He also stated that he would like to have a group of staff, Councilmembers Lutz, Pacheco, and Powell, as well as himself, review the feedback and develop a plan. He shared that while things may be opened by the Governor, he would like to have a plan in place.

12. ADJOURN INTO EXECUTIVE SESSION

Mayor Freel noted the next meetings of the City Council will be a work session to be held at 4:30 p.m., Tuesday, April 28, 2020; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, May 5, 2020, with the location of these meetings to be determined.

At 7:39 p.m., it was moved Councilmember Hopkins, seconded by Councilmember Lutz, to adjourn into executive session to discuss land acquisition and personnel. Motion passed. Council moved into the Council meeting room.

At 8:27 p.m., it was moved by Councilmember Lutz, seconded by Councilmember Cathey, to adjourn the executive session. Motion passed.

13. ADJOURNMENT

At 8:28 p.m., it was moved by Councilmember Cathey, seconded by Councilmember Lutz, to adjourn the regular Council meeting. Motion passed.

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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Fleur Tremel  
City Clerk

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Steven K. Freel  
Mayor

COUNCIL PROCEEDINGS - SPECIAL MEETING  
Casper City Hall – Council Meeting Room  
April 28, 2020

1. ROLL CALL

Casper City Council met in special session at 6:30 p.m., Tuesday, April 28, 2020. Present: Councilmembers Johnson, Powell, Huber, Pacheco, Hopkins, Cathey, Lutz, Bates and Mayor Freel.

2. ADJOURN INTO EXECUTIVE SESSION

At 6:32 p.m., it was moved by Councilmember Huber, seconded by Councilmember Pacheco to adjourn into executive session to discuss litigation and personnel. Motion passed.

At 7:15 p.m., it was moved by Councilmember Huber seconded by Councilmember Lutz, to adjourn the executive session. Motion passed.

3. ADJOURNMENT

Moved by Councilmember Bates, seconded by Councilmember Cathey to, by minute action, adjourn the special meeting. Motion passed.

The special meeting was adjourned at 7:16 p.m.

CITY OF CASPER, WYOMING

ATTEST:

A Municipal Corporation

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Fleur D. Tremel  
City Clerk

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Steven K. Freel  
Mayor

# City of Casper - Bills and Claims for May 5, 2020

## 0970 CED

0970 CED	Buildings & Structures Fund	Supplies to install drinking fountains at Rec Cent	\$59.45
0970 CED	Buildings & Structures Fund	Supplies to repair water heater at SW Truck Bar	\$19.12
<i>0970 CED - Total For Buildings &amp; Structures Fund</i>			\$78.57
0970 CED	City Council	COVID 19 GERMICIDAL LAMP	\$245.47
<i>0970 CED - Total For City Council</i>			\$245.47
0970 CED	Traffic Control	New fish tapes and pull rope for pulling wire in T	\$257.94
<i>0970 CED - Total For Traffic Control</i>			\$257.94
<b>0970 CED - ALL DEPARTMENTS</b>			<b>\$581.98</b>

## 2 DOORS DOWN

2 DOORS DOWN	City Council	Meal in Cheyenne Wyoming while traveling for	\$13.09
<i>2 DOORS DOWN - Total For City Council</i>			\$13.09
<b>2 DOORS DOWN - ALL DEPARTMENTS</b>			<b>\$13.09</b>

## 71 CONSTRUCTION, INC

71 CONSTRUCTION, INC	Water Distribution	FILL SAND	\$1,286.89
71 CONSTRUCTION, INC	Water Distribution	FILL SAND	\$448.91
<i>71 CONSTRUCTION, INC - Total For Water Distribution</i>			\$1,735.80
<b>71 CONSTRUCTION, INC - ALL DEPARTMENTS</b>			<b>\$1,735.80</b>

## A.M.B.I. & SHIPPING,

A.M.B.I. & SHIPPING,	Fire-EMS Administration	Postage	\$31.70
<i>A.M.B.I. &amp; SHIPPING, - Total For Fire-EMS Administration</i>			\$31.70
A.M.B.I. & SHIPPING,	Municipal Court	Postage	\$378.97
<i>A.M.B.I. &amp; SHIPPING, - Total For Municipal Court</i>			\$378.97
A.M.B.I. & SHIPPING,	Traffic Control	Postage for yearly certification for the conflict	\$97.26
<i>A.M.B.I. &amp; SHIPPING, - Total For Traffic Control</i>			\$97.26
<b>A.M.B.I. &amp; SHIPPING, - ALL DEPARTMENTS</b>			<b>\$507.93</b>

## ADECCO USA, INC.

ADECCO USA, INC.	Balefill - Disposal & Landfill	Traffic control labor landfill	\$327.38
<i>ADECCO USA, INC. - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$327.38</i>
<b>ADECCO USA, INC. - ALL DEPARTMENTS</b>			<b>\$327.38</b>

## AED SUPERSTORE

AED SUPERSTORE	Fire-EMS Operations	Quick-Combo Connector and Redi-Pak Preconne	\$172.00
<i>AED SUPERSTORE - Total For Fire-EMS Operations</i>			<i>\$172.00</i>
<b>AED SUPERSTORE - ALL DEPARTMENTS</b>			<b>\$172.00</b>

## AHERN RENTALS INC

AHERN RENTALS INC	Balefill - Disposal & Landfill	Power washer maintenance	\$280.59
AHERN RENTALS INC	Balefill - Disposal & Landfill	Truck barn power washer maintenance	\$230.19
AHERN RENTALS INC	Balefill - Disposal & Landfill	Power washer comb bldg	\$222.48
AHERN RENTALS INC	Balefill - Disposal & Landfill	Equip. Building power washer maintenance	\$667.68
AHERN RENTALS INC	Balefill - Disposal & Landfill	Landfill bldg power washer	\$155.00
<i>AHERN RENTALS INC - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$1,555.94</i>
AHERN RENTALS INC	Refuse - Recycling	Truck barn power washer	\$240.18
<i>AHERN RENTALS INC - Total For Refuse - Recycling</i>			<i>\$240.18</i>
<b>AHERN RENTALS INC - ALL DEPARTMENTS</b>			<b>\$1,796.12</b>

## AIR INNOVATIONS

AIR INNOVATIONS	Balefill - Disposal & Landfill	Heat in ESB Troubleshoot	\$375.00
<i>AIR INNOVATIONS - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$375.00</i>
<b>AIR INNOVATIONS - ALL DEPARTMENTS</b>			<b>\$375.00</b>

## AIRGAS USA LLC

AIRGAS USA LLC	City Council	Respirators	\$29.19
AIRGAS USA LLC	City Council	Filters	\$65.96
<i>AIRGAS USA LLC - Total For City Council</i>			<i>\$95.15</i>
AIRGAS USA LLC	Refuse - Residential	Oxygen and acetylene	\$408.94
AIRGAS USA LLC	Refuse - Residential	Safety Glasses	\$110.82



AIRGAS USA LLC	Refuse - Residential	Small gloves	\$103.80
<i>AIRGAS USA LLC - Total For Refuse - Residential</i>			<i>\$623.56</i>
<b>AIRGAS USA LLC - ALL DEPARTMENTS</b>			<b>\$718.71</b>

## AIRGAS USA, LLC

AIRGAS USA, LLC	City Council	Safety Glasses/PPE for EOC	\$62.40
AIRGAS USA, LLC	City Council	Headgear and faceshields/PPE	\$316.03
<i>AIRGAS USA, LLC - Total For City Council</i>			<i>\$378.43</i>
AIRGAS USA, LLC	Streets	New Hardhats for Streets & Traffic, 1 Box Rocke	\$309.40
AIRGAS USA, LLC	Streets	New Hardhats for Streets and Traffic, 1 Box Roc	\$110.22
<i>AIRGAS USA, LLC - Total For Streets</i>			<i>\$419.62</i>
<b>AIRGAS USA, LLC - ALL DEPARTMENTS</b>			<b>\$798.05</b>

## ALL AMERICAN GASKET

ALL AMERICAN GASKET	Water Revenue and Transfer	3/4 and 1/8 inch Leather Meter Coupling Gasket	\$384.67
<i>ALL AMERICAN GASKET - Total For Water Revenue and Transfers</i>			<i>\$384.67</i>
<b>ALL AMERICAN GASKET - ALL DEPARTMENTS</b>			<b>\$384.67</b>

## ALSCO

ALSCO	City Council	Laundry	\$15.00
ALSCO	City Council	Utility Towel, laundry	\$15.00
ALSCO	City Council	Laundry	\$15.00
<i>ALSCO - Total For City Council</i>			<i>\$45.00</i>
<b>ALSCO - ALL DEPARTMENTS</b>			<b>\$45.00</b>

## ALSCO INC.

ALSCO INC.	Regional Water Operations	LAUNDRY	\$123.10
<i>ALSCO INC. - Total For Regional Water Operations</i>			<i>\$123.10</i>
ALSCO INC.	Sewer Wastewater Collection	laundry and towels	\$273.20
<i>ALSCO INC. - Total For Sewer Wastewater Collection</i>			<i>\$273.20</i>
ALSCO INC.	WWTP Operations	LAUNDRY, CLEANING, AND GARMENT SERVICES	\$745.85
<i>ALSCO INC. - Total For WWTP Operations</i>			<i>\$745.85</i>

**ALSCO INC. - ALL DEPARTMENTS****\$1,142.15****AMAZON.COM 8V6LF6HF3**

AMAZON.COM 8V6LF6HF3	Health Insurance Fund	BOOK STORES	\$37.78
<i>AMAZON.COM 8V6LF6HF3 - Total For Health Insurance Fund</i>			<i>\$37.78</i>

**AMAZON.COM 8V6LF6HF3 - ALL DEPARTMENTS****\$37.78****AMAZON.COM UT07M17G3**

AMAZON.COM UT07M17G3	Fire-EMS Operations	Paper towels	\$99.74
<i>AMAZON.COM UT07M17G3 - Total For Fire-EMS Operations</i>			<i>\$99.74</i>

**AMAZON.COM UT07M17G3 - ALL DEPARTMENTS****\$99.74****AMERICAN TITLE AGENC**

AMERICAN TITLE AGENC	Revolving Land Fund	O & E report Mesa Del sol	\$125.00
<i>AMERICAN TITLE AGENC - Total For Revolving Land Fund</i>			<i>\$125.00</i>

**AMERICAN TITLE AGENC - ALL DEPARTMENTS****\$125.00****AMERICAN TRAFFIC SAF**

AMERICAN TRAFFIC SAF	Traffic Control	30" Green EC film for sign making	\$483.75
<i>AMERICAN TRAFFIC SAF - Total For Traffic Control</i>			<i>\$483.75</i>

**AMERICAN TRAFFIC SAF - ALL DEPARTMENTS****\$483.75****AMERIGAS - CASPER**

AMERIGAS - CASPER	Balefill - Disposal & Landfill	Forklift Fuel	\$66.91
AMERIGAS - CASPER	Balefill - Disposal & Landfill	Propane	\$554.63
<i>AMERIGAS - CASPER - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$621.54</i>

**AMERIGAS - CASPER - ALL DEPARTMENTS****\$621.54****AMERI-TECH EQUIPMENT**

AMERI-TECH EQUIPMENT	Refuse - Commercial	Arm Harness 222262	\$1,670.92
<i>AMERI-TECH EQUIPMENT - Total For Refuse - Commercial</i>			<i>\$1,670.92</i>

AMERI-TECH EQUIPMENT	Refuse - Recycling	Packing Cylinder	\$3,360.43
<i>AMERI-TECH EQUIPMENT - Total For Refuse - Recycling</i>			<i>\$3,360.43</i>
<b>AMERI-TECH EQUIPMENT - ALL DEPARTMENTS</b>			<b>\$5,031.35</b>

## AMZN Mktp US

AMZN Mktp US	Aquatics - Operations	IN/OUT BOARD	\$24.54
<i>AMZN Mktp US - Total For Aquatics - Operations</i>			<i>\$24.54</i>
AMZN Mktp US	Aquatics - Pool	4 Network Cabinets	\$409.60
<i>AMZN Mktp US - Total For Aquatics - Pool</i>			<i>\$409.60</i>
AMZN Mktp US	Capital Projects Fund	Mounts for Fire Department Timeclocks	\$273.63
<i>AMZN Mktp US - Total For Capital Projects Fund</i>			<i>\$273.63</i>
AMZN Mktp US	Code Enforcement	CODE BOOKS	\$311.85
<i>AMZN Mktp US - Total For Code Enforcement</i>			<i>\$311.85</i>
AMZN Mktp US	Fire-EMS Training	Thermometer	\$629.88
<i>AMZN Mktp US - Total For Fire-EMS Training</i>			<i>\$629.88</i>
AMZN Mktp US	Ice Arena - Operations	IN/OUT BOARD	\$24.53
<i>AMZN Mktp US - Total For Ice Arena - Operations</i>			<i>\$24.53</i>
AMZN Mktp US	Rec Center - Operations	IN/OUT BOARD	\$24.54
AMZN Mktp US	Rec Center - Operations	CREDIT FOR RETURNED TONER	(\$44.78)
<i>AMZN Mktp US - Total For Rec Center - Operations</i>			<i>(\$20.24)</i>
AMZN Mktp US	Refuse - Residential	Mounts for Fire Department Timeclocks	\$44.19
<i>AMZN Mktp US - Total For Refuse - Residential</i>			<i>\$44.19</i>
AMZN Mktp US	Sewer Wastewater Collection	Mounts for Fire Department Timeclocks	\$21.06
<i>AMZN Mktp US - Total For Sewer Wastewater Collection</i>			<i>\$21.06</i>
AMZN Mktp US	Water Distribution	Mounts for Fire Department Timeclocks	\$21.06
<i>AMZN Mktp US - Total For Water Distribution</i>			<i>\$21.06</i>
AMZN Mktp US	Weed & Pest Fund	Disposable masks	\$147.52
<i>AMZN Mktp US - Total For Weed &amp; Pest Fund</i>			<i>\$147.52</i>
<b>AMZN Mktp US - ALL DEPARTMENTS</b>			<b>\$1,887.62</b>

## AT&T BILL PAYMENT

AT&T BILL PAYMENT	Fire-EMS Administration	Rescue 1 Service for February	\$301.28
<i>AT&amp;T BILL PAYMENT - Total For Fire-EMS Administration</i>			<i>\$301.28</i>
AT&T BILL PAYMENT	Water Distribution	TELECOMMUNICATION SERV.	\$12.96

AT&T BILL PAYMENT - Total For Water Distribution \$12.96

**AT&T BILL PAYMENT - ALL DEPARTMENTS \$314.24**

### ATLANTIC ELECTRIC, I

ATLANTIC ELECTRIC, I Property Insurance Fund Claim # 2203CA- Pole repair \$2,000.00

*ATLANTIC ELECTRIC, I - Total For Property Insurance Fund \$2,000.00*

ATLANTIC ELECTRIC, I Traffic Control FY20 Luminaire Services 16-008 \$6,740.24

*ATLANTIC ELECTRIC, I - Total For Traffic Control \$6,740.24*

**ATLANTIC ELECTRIC, I - ALL DEPARTMENTS \$8,740.24**

### ATLAS OFFICE PRODUCT

ATLAS OFFICE PRODUCT Aquatics - Operations ENVELPOE, TONER \$49.97

*ATLAS OFFICE PRODUCT - Total For Aquatics - Operations \$49.97*

ATLAS OFFICE PRODUCT Aquatics - Pool ENVELPOE, TONER \$22.21

*ATLAS OFFICE PRODUCT - Total For Aquatics - Pool \$22.21*

ATLAS OFFICE PRODUCT City Clerk COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL \$55.26

ATLAS OFFICE PRODUCT City Clerk COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL \$6.99

ATLAS OFFICE PRODUCT City Clerk COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL \$20.15

ATLAS OFFICE PRODUCT City Clerk COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL \$304.81

*ATLAS OFFICE PRODUCT - Total For City Clerk \$387.21*

ATLAS OFFICE PRODUCT Customer Service PAPER \$13.40

*ATLAS OFFICE PRODUCT - Total For Customer Service \$13.40*

ATLAS OFFICE PRODUCT Finance Correction tape and Printer Cartridge \$279.67

ATLAS OFFICE PRODUCT Finance PAPER \$13.40

*ATLAS OFFICE PRODUCT - Total For Finance \$293.07*

ATLAS OFFICE PRODUCT Fire-EMS Administration Print Cartridges \$308.78

*ATLAS OFFICE PRODUCT - Total For Fire-EMS Administration \$308.78*

ATLAS OFFICE PRODUCT Ft. Caspar Museum Erasers for museum \$3.32

*ATLAS OFFICE PRODUCT - Total For Ft. Caspar Museum \$3.32*

ATLAS OFFICE PRODUCT Health Insurance Fund PAPER \$13.39

*ATLAS OFFICE PRODUCT - Total For Health Insurance Fund \$13.39*

ATLAS OFFICE PRODUCT Human Resources 1 box hanging folders \$13.79

ATLAS OFFICE PRODUCT Human Resources PAPER \$13.40

*ATLAS OFFICE PRODUCT - Total For Human Resources \$27.19*

ATLAS OFFICE PRODUCT	Ice Arena - Operations	ENVELOPE, TONER	\$9.71
<i>ATLAS OFFICE PRODUCT - Total For Ice Arena - Operations</i>			\$9.71
ATLAS OFFICE PRODUCT	Information Services	Cyan Toner Cartridge for HP Laserjet	\$316.80
ATLAS OFFICE PRODUCT	Information Services	(2) plotter ink cartridges, key lanyards.	\$320.65
ATLAS OFFICE PRODUCT	Information Services	(2) plotter ink cartridges, key lanyards.	\$32.47
<i>ATLAS OFFICE PRODUCT - Total For Information Services</i>			\$669.92
ATLAS OFFICE PRODUCT	Police Administration	Ink cartridge	\$227.25
ATLAS OFFICE PRODUCT	Police Administration	Misc. supplies	\$208.77
ATLAS OFFICE PRODUCT	Police Administration	Misc. office supplies	\$162.53
ATLAS OFFICE PRODUCT	Police Administration	Memory card	\$110.00
ATLAS OFFICE PRODUCT	Police Administration	Misc. Supplies	\$39.94
<i>ATLAS OFFICE PRODUCT - Total For Police Administration</i>			\$748.49
ATLAS OFFICE PRODUCT	Rec Center - Operations	ENVELOPE, TONER	\$194.72
<i>ATLAS OFFICE PRODUCT - Total For Rec Center - Operations</i>			\$194.72
ATLAS OFFICE PRODUCT	Regional Water Operations	office supply	\$24.78
ATLAS OFFICE PRODUCT	Regional Water Operations	Office Supply	\$73.05
ATLAS OFFICE PRODUCT	Regional Water Operations	Office supply	\$60.06
ATLAS OFFICE PRODUCT	Regional Water Operations	Office supply	\$57.42
<i>ATLAS OFFICE PRODUCT - Total For Regional Water Operations</i>			\$215.31
ATLAS OFFICE PRODUCT	Risk Management	PAPER	\$13.39
ATLAS OFFICE PRODUCT	Risk Management	1 box file folders, 1 box hanging file folders	\$21.88
<i>ATLAS OFFICE PRODUCT - Total For Risk Management</i>			\$35.27
<b>ATLAS OFFICE PRODUCT - ALL DEPARTMENTS</b>			<b>\$2,991.96</b>

## ATLAS REPRODUCTION

ATLAS REPRODUCTION	Balefill - Disposal & Landfill	Ink cartridge	\$97.67
<i>ATLAS REPRODUCTION - Total For Balefill - Disposal &amp; Landfill</i>			\$97.67
ATLAS REPRODUCTION	Police Administration	Copier Fee	\$154.41
ATLAS REPRODUCTION	Police Administration	Copier Fee	\$61.72
<i>ATLAS REPRODUCTION - Total For Police Administration</i>			\$216.13
<b>ATLAS REPRODUCTION - ALL DEPARTMENTS</b>			<b>\$313.80</b>

## B & B RUBBER STAMP S

B & B RUBBER STAMP S	Balefill - Disposal & Landfill	PERJURY AND LINE ITEM STAMPS FOR BLDGS	\$134.80
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<i>B &amp; B RUBBER STAMP S - Total For Balefill - Disposal &amp; Landfill</i>	\$134.80
<b>B &amp; B RUBBER STAMP S - ALL DEPARTMENTS</b>	<b>\$134.80</b>

## BACKFLOW APPARATUS &

BACKFLOW APPARATUS &    Regional Water Operations    Backflow repair kit	\$245.00
<i>BACKFLOW APPARATUS &amp; - Total For Regional Water Operations</i>	\$245.00
<b>BACKFLOW APPARATUS &amp; - ALL DEPARTMENTS</b>	<b>\$245.00</b>

## BAILEYS ACE HDWE

BAILEYS ACE HDWE            Balefill - Diversion & Special    spare key for cages	\$2.39
<i>BAILEYS ACE HDWE - Total For Balefill - Diversion &amp; Special</i>	\$2.39
BAILEYS ACE HDWE            Capital Projects Fund            Supplies to insulate wires at Lansing Field	\$12.96
<i>BAILEYS ACE HDWE - Total For Capital Projects Fund</i>	\$12.96
BAILEYS ACE HDWE            Ice Arena - Operations            PAINT SUPPLIES	\$79.82
BAILEYS ACE HDWE            Ice Arena - Operations            PAINT SUPPLIES	\$45.44
<i>BAILEYS ACE HDWE - Total For Ice Arena - Operations</i>	\$125.26
BAILEYS ACE HDWE            Rec Center - Operations            HARDWARE STORES	\$55.69
BAILEYS ACE HDWE            Rec Center - Operations            Painting supplies	\$56.52
<i>BAILEYS ACE HDWE - Total For Rec Center - Operations</i>	\$112.21
BAILEYS ACE HDWE            Refuse - Residential                HAND BROOMS	\$70.63
<i>BAILEYS ACE HDWE - Total For Refuse - Residential</i>	\$70.63
BAILEYS ACE HDWE            Sewer Wastewater Collection shop supplies	\$29.77
<i>BAILEYS ACE HDWE - Total For Sewer Wastewater Collection</i>	\$29.77
<b>BAILEYS ACE HDWE - ALL DEPARTMENTS</b>	<b>\$353.22</b>

## BARGREEN WYOMING

BARGREEN WYOMING            City Council                            Chlorine Test Kit	\$11.60
BARGREEN WYOMING            City Council                            Hand Sanitizer	\$60.00
<i>BARGREEN WYOMING - Total For City Council</i>	\$71.60
BARGREEN WYOMING            Golf - Operations                    Center Pull Paper towels, hand soap, and clorox	\$109.90
<i>BARGREEN WYOMING - Total For Golf - Operations</i>	\$109.90
BARGREEN WYOMING            Meter Services                        Lysol and Nitrile Gloves	\$41.90
<i>BARGREEN WYOMING - Total For Meter Services</i>	\$41.90

BARGREEN WYOMING	Regional Water Operations	Office supply cleaning credit for tax from 00945	(\$6.10)
BARGREEN WYOMING	Regional Water Operations	Hand sanitizer	\$128.08
<i>BARGREEN WYOMING - Total For Regional Water Operations</i>			<i>\$121.98</i>
<b>BARGREEN WYOMING - ALL DEPARTMENTS</b>			<b>\$345.38</b>

## BATTERIES+BULBS

BATTERIES+BULBS	Buildings & Structures Fund	Batteries for BAS Shop Supplies	\$10.95
<i>BATTERIES+BULBS - Total For Buildings &amp; Structures Fund</i>			<i>\$10.95</i>
<b>BATTERIES+BULBS - ALL DEPARTMENTS</b>			<b>\$10.95</b>

## BESTBUYCOM8056944253

BESTBUYCOM8056944253	Capital Projects Fund	iPads for Fire Station Time Clocks	\$851.33
<i>BESTBUYCOM8056944253 - Total For Capital Projects Fund</i>			<i>\$851.33</i>
BESTBUYCOM8056944253	Refuse - Residential	iPads for Fire Station Time Clocks	\$137.59
<i>BESTBUYCOM8056944253 - Total For Refuse - Residential</i>			<i>\$137.59</i>
BESTBUYCOM8056944253	Sewer Wastewater Collection	iPads for Fire Station Time Clocks	\$65.52
<i>BESTBUYCOM8056944253 - Total For Sewer Wastewater Collection</i>			<i>\$65.52</i>
BESTBUYCOM8056944253	Water Distribution	iPads for Fire Station Time Clocks	\$65.52
<i>BESTBUYCOM8056944253 - Total For Water Distribution</i>			<i>\$65.52</i>
<b>BESTBUYCOM8056944253 - ALL DEPARTMENTS</b>			<b>\$1,119.96</b>

## BIG LOTS STORES

BIG LOTS STORES	City Council	Rubbermaid Containers	\$17.27
<i>BIG LOTS STORES - Total For City Council</i>			<i>\$17.27</i>
<b>BIG LOTS STORES - ALL DEPARTMENTS</b>			<b>\$17.27</b>

## BLACK HILLS ENERGY

BLACK HILLS ENERGY	Aquatics - Pool	acct. 9723 1947 06	\$288.66
<i>BLACK HILLS ENERGY - Total For Aquatics - Pool</i>			<i>\$288.66</i>
BLACK HILLS ENERGY	Balefill - Disposal & Landfill	Natural gas ldf remediation acct. 7538 8605 37	\$29.00
BLACK HILLS ENERGY	Balefill - Disposal & Landfill	Acct. 1919 8530 97	\$3,892.65
<i>BLACK HILLS ENERGY - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$3,921.65</i>
BLACK HILLS ENERGY	Fire-EMS Administration	acct. 3267 4234 58	\$281.49

BLACK HILLS ENERGY	Fire-EMS Administration	Acct. 1783 9430 41	\$1,748.20
<i>BLACK HILLS ENERGY - Total For Fire-EMS Administration</i>			<i>\$2,029.69</i>
BLACK HILLS ENERGY	Golf - Operations	2120 Allendale Service	\$4,195.85
<i>BLACK HILLS ENERGY - Total For Golf - Operations</i>			<i>\$4,195.85</i>
BLACK HILLS ENERGY	Metro Animal Shelter	acct. 9630 2229 58	\$1,086.25
<i>BLACK HILLS ENERGY - Total For Metro Animal Shelter</i>			<i>\$1,086.25</i>
BLACK HILLS ENERGY	Parks - Parks Maint.	Acct. 2076 2356 87	\$171.53
<i>BLACK HILLS ENERGY - Total For Parks - Parks Maint.</i>			<i>\$171.53</i>
BLACK HILLS ENERGY	Water Distribution	acct. 0295 5402 18	\$1,168.87
<i>BLACK HILLS ENERGY - Total For Water Distribution</i>			<i>\$1,168.87</i>
BLACK HILLS ENERGY	WWTP Operations	acct. 5541 2887 44	\$4,887.99
<i>BLACK HILLS ENERGY - Total For WWTP Operations</i>			<i>\$4,887.99</i>
<b>BLACK HILLS ENERGY - ALL DEPARTMENTS</b>			<b>\$17,750.49</b>

## BLOEDORN LUMBER

BLOEDORN LUMBER	Balefill - Disposal & Landfill	Plywood	\$564.00
<i>BLOEDORN LUMBER - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$564.00</i>
BLOEDORN LUMBER	Buildings & Structures Fund	Door stop	\$17.53
<i>BLOEDORN LUMBER - Total For Buildings &amp; Structures Fund</i>			<i>\$17.53</i>
<b>BLOEDORN LUMBER - ALL DEPARTMENTS</b>			<b>\$581.53</b>

## BLOEDORN LUMBER CASP

BLOEDORN LUMBER CASP	Buildings & Structures Fund	Supplies to repair roof at Traffic Shop	\$67.11
<i>BLOEDORN LUMBER CASP - Total For Buildings &amp; Structures Fund</i>			<i>\$67.11</i>
BLOEDORN LUMBER CASP	Fire-EMS Training	Furring Strips, Bolts	\$126.57
<i>BLOEDORN LUMBER CASP - Total For Fire-EMS Training</i>			<i>\$126.57</i>
BLOEDORN LUMBER CASP	Property Insurance Fund	Washington Park Baseball Vandalism Supplies	\$229.50
<i>BLOEDORN LUMBER CASP - Total For Property Insurance Fund</i>			<i>\$229.50</i>
BLOEDORN LUMBER CASP	Streets	2X12's for forming E. 2nd & Elk	\$90.00
<i>BLOEDORN LUMBER CASP - Total For Streets</i>			<i>\$90.00</i>
BLOEDORN LUMBER CASP	WWTP Operations	Light panel, saw blade	\$135.81
<i>BLOEDORN LUMBER CASP - Total For WWTP Operations</i>			<i>\$135.81</i>
<b>BLOEDORN LUMBER CASP - ALL DEPARTMENTS</b>			<b>\$648.99</b>



## BOYS & GIRLS CLUBS O

BOYS & GIRLS CLUBS O	Capital Projects Fund	1% #16 Funding Boys & Girls QRTR 3	\$14,372.75
<i>BOYS &amp; GIRLS CLUBS O - Total For Capital Projects Fund</i>			<i>\$14,372.75</i>
<b>BOYS &amp; GIRLS CLUBS O - ALL DEPARTMENTS</b>			<b>\$14,372.75</b>

## BRECK MEDIA GROUP WY

BRECK MEDIA GROUP WY	Hogadon - Operations	ADVERTISING SERVICES	\$492.00
<i>BRECK MEDIA GROUP WY - Total For Hogadon - Operations</i>			<i>\$492.00</i>
BRECK MEDIA GROUP WY	Sewer Wastewater Collection	ADVERTISING SERVICES	\$115.00
<i>BRECK MEDIA GROUP WY - Total For Sewer Wastewater Collection</i>			<i>\$115.00</i>
BRECK MEDIA GROUP WY	WWTP Operations	ADVERTISING SERVICES	\$115.00
<i>BRECK MEDIA GROUP WY - Total For WWTP Operations</i>			<i>\$115.00</i>
<b>BRECK MEDIA GROUP WY - ALL DEPARTMENTS</b>			<b>\$722.00</b>

## BRENNTAG PACIFIC, IN

BRENNTAG PACIFIC, IN	Regional Water Operations	Ferric	\$11,194.36
<i>BRENNTAG PACIFIC, IN - Total For Regional Water Operations</i>			<i>\$11,194.36</i>
<b>BRENNTAG PACIFIC, IN - ALL DEPARTMENTS</b>			<b>\$11,194.36</b>

## BRIDGER STEEL INC

BRIDGER STEEL INC	Refuse - Recycling	MRF OFFICE MATERIALS	\$565.03
<i>BRIDGER STEEL INC - Total For Refuse - Recycling</i>			<i>\$565.03</i>
<b>BRIDGER STEEL INC - ALL DEPARTMENTS</b>			<b>\$565.03</b>

## CASPER AREA CHAMBER

CASPER AREA CHAMBER	Regional Water Operations	Annual dues	\$300.00
<i>CASPER AREA CHAMBER - Total For Regional Water Operations</i>			<i>\$300.00</i>
<b>CASPER AREA CHAMBER - ALL DEPARTMENTS</b>			<b>\$300.00</b>

## CASPER CONTRACTORS S

CASPER CONTRACTORS S	Regional Water Operations	Parts to repair door	\$50.10
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<i>CASPER CONTRACTORS S - Total For Regional Water Operations</i>			\$50.10
CASPER CONTRACTORS S	Sewer Wastewater Collection	safety supplies	\$98.40
<i>CASPER CONTRACTORS S - Total For Sewer Wastewater Collection</i>			\$98.40
CASPER CONTRACTORS S	Streets	Summer Supplies for Paving/Patching/Concrete	\$1,196.72
CASPER CONTRACTORS S	Streets	Saw blade / Hammer drill bit/ Clear Cure	\$326.58
<i>CASPER CONTRACTORS S - Total For Streets</i>			\$1,523.30
CASPER CONTRACTORS S	Water Distribution	Pin flags	\$28.44
<i>CASPER CONTRACTORS S - Total For Water Distribution</i>			\$28.44
<b>CASPER CONTRACTORS S - ALL DEPARTMENTS</b>			<b>\$1,700.24</b>

## CASPER STAR TRIBUNE

CASPER STAR TRIBUNE	Hogadon - Operations	NEWS DEALERS AND NEWSSTANDS	\$29.35
<i>CASPER STAR TRIBUNE - Total For Hogadon - Operations</i>			\$29.35
CASPER STAR TRIBUNE	Sewer Wastewater Collection	NEWS DEALERS AND NEWSSTANDS	\$75.00
<i>CASPER STAR TRIBUNE - Total For Sewer Wastewater Collection</i>			\$75.00
CASPER STAR TRIBUNE	WWTP Operations	NEWS DEALERS AND NEWSSTANDS	\$75.00
<i>CASPER STAR TRIBUNE - Total For WWTP Operations</i>			\$75.00
<b>CASPER STAR TRIBUNE - ALL DEPARTMENTS</b>			<b>\$179.35</b>

## CASPER STAR-TRIBUNE,

CASPER STAR-TRIBUNE,	City Clerk	Council Minutes	\$1,285.00
<i>CASPER STAR-TRIBUNE, - Total For City Clerk</i>			\$1,285.00
CASPER STAR-TRIBUNE,	Planning	Annexation S. Poplar	\$902.12
CASPER STAR-TRIBUNE,	Planning	Notice Casper City Council	\$57.56
CASPER STAR-TRIBUNE,	Planning	Casper city council	\$56.12
<i>CASPER STAR-TRIBUNE, - Total For Planning</i>			\$1,015.80
<b>CASPER STAR-TRIBUNE, - ALL DEPARTMENTS</b>			<b>\$2,300.80</b>

## CASPER TIN SHOP

CASPER TIN SHOP	Fire-EMS Operations	Wind Block Covers and Exhaust Fans for St2 and	\$1,500.00
<i>CASPER TIN SHOP - Total For Fire-EMS Operations</i>			\$1,500.00
<b>CASPER TIN SHOP - ALL DEPARTMENTS</b>			<b>\$1,500.00</b>

## CASPER TIRE

CASPER TIRE	Refuse - Commercial	222275 flat repair	\$150.00
CASPER TIRE	Refuse - Commercial	222288 flat repair	\$35.00
CASPER TIRE	Refuse - Commercial	222288 Semi Flat	\$35.00
<i>CASPER TIRE - Total For Refuse - Commercial</i>			<i>\$220.00</i>
CASPER TIRE	Refuse - Recycling	222255 Used tire	\$150.00
<i>CASPER TIRE - Total For Refuse - Recycling</i>			<i>\$150.00</i>
<b>CASPER TIRE - ALL DEPARTMENTS</b>			<b>\$370.00</b>

## CASPER WINNELSON

CASPER WINNELSON	Buildings & Structures Fund	wo # 98646	\$30.92
CASPER WINNELSON	Buildings & Structures Fund	wo # 98646	\$29.58
CASPER WINNELSON	Buildings & Structures Fund	wo # 105549	\$508.15
<i>CASPER WINNELSON - Total For Buildings &amp; Structures Fund</i>			<i>\$568.65</i>
<b>CASPER WINNELSON - ALL DEPARTMENTS</b>			<b>\$568.65</b>

## CASPER WINNELSON CO

CASPER WINNELSON CO	Buildings & Structures Fund	Supplies to repair Service Center HOTC bay	\$80.50
CASPER WINNELSON CO	Buildings & Structures Fund	Supplies to install drinking fountains at Rec Cent	\$88.74
CASPER WINNELSON CO	Buildings & Structures Fund	Plumbing repair parts for Aquatics Center	\$222.64
CASPER WINNELSON CO	Buildings & Structures Fund	Plumbing repair parts for Recreation Center	\$81.88
CASPER WINNELSON CO	Buildings & Structures Fund	Service Center water heater repair parts	\$302.23
CASPER WINNELSON CO	Buildings & Structures Fund	Washington Pool Repair Parts	\$60.75
CASPER WINNELSON CO	Buildings & Structures Fund	Plumbing repair supplies for Fire Station 3	\$52.40
CASPER WINNELSON CO	Buildings & Structures Fund	Supplies to repair water heater at Solid Waste T	\$427.48
<i>CASPER WINNELSON CO - Total For Buildings &amp; Structures Fund</i>			<i>\$1,316.62</i>
CASPER WINNELSON CO	WWTP Operations	Hose connections	\$6.65
CASPER WINNELSON CO	WWTP Operations	Coupling	\$20.33
CASPER WINNELSON CO	WWTP Operations	Plumbing fixtures	\$113.67
<i>CASPER WINNELSON CO - Total For WWTP Operations</i>			<i>\$140.65</i>
<b>CASPER WINNELSON CO - ALL DEPARTMENTS</b>			<b>\$1,457.27</b>

## CENTRAL TRUCK & DIES

CENTRAL TRUCK & DIES	Water Distribution	Air compressor service oil	\$151.75
CENTRAL TRUCK & DIES	Water Distribution	Shop air compressor service	\$264.20
<i>CENTRAL TRUCK &amp; DIES - Total For Water Distribution</i>			<i>\$415.95</i>
<b>CENTRAL TRUCK &amp; DIES - ALL DEPARTMENTS</b>			<b>\$415.95</b>

## CENTURYLINK

CENTURYLINK	Municipal Court	acct. 307-234-6291 349B	\$24.23
<i>CENTURYLINK - Total For Municipal Court</i>			<i>\$24.23</i>
CENTURYLINK	Sewer Wastewater Collection	Acct. 307-472-1129 839B	\$31.32
CENTURYLINK	Sewer Wastewater Collection	acct. 307-234-6303 407B	\$58.87
<i>CENTURYLINK - Total For Sewer Wastewater Collection</i>			<i>\$90.19</i>
<b>CENTURYLINK - ALL DEPARTMENTS</b>			<b>\$114.42</b>

## CITY OF CASPER

CITY OF CASPER	Metropolitan Planning Org	April 2020 GIS services	\$6,211.87
<i>CITY OF CASPER - Total For Metropolitan Planning Org</i>			<i>\$6,211.87</i>
CITY OF CASPER	Refuse - Residential	Balefill	\$7,126.74
CITY OF CASPER	Refuse - Residential	Balefill	\$6,755.46
CITY OF CASPER	Refuse - Residential	Balefill	\$232.05
CITY OF CASPER	Refuse - Residential	Balefill	\$5,128.05
CITY OF CASPER	Refuse - Residential	Balefill	\$6,083.79
CITY OF CASPER	Refuse - Residential	Balefill	\$6,736.59
CITY OF CASPER	Refuse - Residential	Balefill	\$6,122.19
CITY OF CASPER	Refuse - Residential	Balefill	\$6,790.65
CITY OF CASPER	Refuse - Residential	Balefill	\$5,852.91
CITY OF CASPER	Refuse - Residential	Balefill	\$5,439.66
CITY OF CASPER	Refuse - Residential	Balefill	\$6,643.26
<i>CITY OF CASPER - Total For Refuse - Residential</i>			<i>\$62,911.35</i>
CITY OF CASPER	Water Distribution	Balefill	\$18.00
<i>CITY OF CASPER - Total For Water Distribution</i>			<i>\$18.00</i>
CITY OF CASPER	WWTP Operations	Balefill	\$107.10
CITY OF CASPER	WWTP Operations	Balefill	\$125.46
CITY OF CASPER	WWTP Operations	Balefill	\$2,655.63
<i>CITY OF CASPER - Total For WWTP Operations</i>			<i>\$2,888.19</i>

**CITY OF CASPER - ALL DEPARTMENTS****\$72,029.41****CIVIL ENGINEERING PR**

CIVIL ENGINEERING PR	Capital Projects Fund	Surveying services Raccas parking lot	\$1,337.50
<i>CIVIL ENGINEERING PR - Total For Capital Projects Fund</i>			<i>\$1,337.50</i>
CIVIL ENGINEERING PR	Water Distribution	New water system master plan 19-013	\$30,465.00
<i>CIVIL ENGINEERING PR - Total For Water Distribution</i>			<i>\$30,465.00</i>
CIVIL ENGINEERING PR	Water Tanks	CY Booster station 16-024	\$19,191.96
<i>CIVIL ENGINEERING PR - Total For Water Tanks</i>			<i>\$19,191.96</i>

**CIVIL ENGINEERING PR - ALL DEPARTMENTS****\$50,994.46****CMI TECO, INC.**

CMI TECO, INC.	Refuse - Commercial	222273 Repairs	\$2,181.01
CMI TECO, INC.	Refuse - Commercial	222276 repairs	\$145.26
<i>CMI TECO, INC. - Total For Refuse - Commercial</i>			<i>\$2,326.27</i>

**CMI TECO, INC. - ALL DEPARTMENTS****\$2,326.27****COASTAL CHEMICAL CO**

COASTAL CHEMICAL CO	Regional Water Operations	Vehicle Fuel	\$122.03
COASTAL CHEMICAL CO	Regional Water Operations	Vehicle Fuel	\$102.66
<i>COASTAL CHEMICAL CO - Total For Regional Water Operations</i>			<i>\$224.69</i>

**COASTAL CHEMICAL CO - ALL DEPARTMENTS****\$224.69****COMMUNICATION TECHNO**

COMMUNICATION TECHNO	Police Administration	Unit 285 radio bracket	\$51.50
COMMUNICATION TECHNO	Police Administration	Unit 218 black phantom antenna	\$99.17
COMMUNICATION TECHNO	Police Administration	Unit 204 fender lights	\$51.50
COMMUNICATION TECHNO	Police Administration	Unit 227 Battery separator	\$263.00
COMMUNICATION TECHNO	Police Administration	Unit 283 gun lock magnet	\$161.00
COMMUNICATION TECHNO	Police Administration	Unit 269 dock	\$51.50
<i>COMMUNICATION TECHNO - Total For Police Administration</i>			<i>\$677.67</i>

**COMMUNICATION TECHNO - ALL DEPARTMENTS****\$677.67**

## COMTRONIX, INC.

COMTRONIX, INC.	Balefill - Diversion & Special	Electric door strike w/ 2 buttons	\$2,486.00
<i>COMTRONIX, INC. - Total For Balefill - Diversion &amp; Special</i>			<i>\$2,486.00</i>
COMTRONIX, INC.	Customer Service	City Hall Alarm service	\$156.57
<i>COMTRONIX, INC. - Total For Customer Service</i>			<i>\$156.57</i>
<b>COMTRONIX, INC. - ALL DEPARTMENTS</b>			<b>\$2,642.57</b>

## CORNER KITCHEN

CORNER KITCHEN	Fire-EMS Training	Meal while traveling	\$10.21
<i>CORNER KITCHEN - Total For Fire-EMS Training</i>			<i>\$10.21</i>
<b>CORNER KITCHEN - ALL DEPARTMENTS</b>			<b>\$10.21</b>

## COWBOY SUPPLY HOUSE

COWBOY SUPPLY HOUSE	Hogadon - Operations	SPECIALITY CLEANING,POLISHING & SANITATI	\$105.79
<i>COWBOY SUPPLY HOUSE - Total For Hogadon - Operations</i>			<i>\$105.79</i>
<b>COWBOY SUPPLY HOUSE - ALL DEPARTMENTS</b>			<b>\$105.79</b>

## CPS DISTRIBUTORS

CPS DISTRIBUTORS	Golf - Operations	Sprinkler head edgers and blades	\$337.73
<i>CPS DISTRIBUTORS - Total For Golf - Operations</i>			<i>\$337.73</i>
CPS DISTRIBUTORS	Parks - Parks Maint.	vavles and fittings for 35 gallon tanks for saniti	\$93.02
<i>CPS DISTRIBUTORS - Total For Parks - Parks Maint.</i>			<i>\$93.02</i>
CPS DISTRIBUTORS	Weed & Pest Fund	Parts to convert water tank for sanitizing efforts	\$149.19
CPS DISTRIBUTORS	Weed & Pest Fund	Parts to convert water tank for sanitizing efforts	\$32.97
<i>CPS DISTRIBUTORS - Total For Weed &amp; Pest Fund</i>			<i>\$182.16</i>
CPS DISTRIBUTORS	WWTP Operations	Irrigation box	\$28.49
<i>CPS DISTRIBUTORS - Total For WWTP Operations</i>			<i>\$28.49</i>
<b>CPS DISTRIBUTORS - ALL DEPARTMENTS</b>			<b>\$641.40</b>

## CPU IIT

CPU IIT	City Manager	one desktop computer, keyboard, four monitor	\$1,798.80
CPU IIT	City Manager	ELECTRONIC SALES	\$29.99

<i>CPU IIT - Total For City Manager</i>			<i>\$1,828.79</i>
CPU IIT	Information Services	Webcam for PSD room	\$169.00
<i>CPU IIT - Total For Information Services</i>			<i>\$169.00</i>
CPU IIT	Parks - Parks Maint.	HP Z2 G4 Workstation for running Parks displays	\$1,584.96
<i>CPU IIT - Total For Parks - Parks Maint.</i>			<i>\$1,584.96</i>
CPU IIT	Rec Center - Admin	LAPTOP ADAPTER	\$79.95
<i>CPU IIT - Total For Rec Center - Admin</i>			<i>\$79.95</i>
CPU IIT	Water Meters	Printer for Test Bench	\$349.00
<i>CPU IIT - Total For Water Meters</i>			<i>\$349.00</i>
<b>CPU IIT - ALL DEPARTMENTS</b>			<b>\$4,011.70</b>

## CRESCENT ELECTRIC SU

CRESCENT ELECTRIC SU	Buildings & Structures Fund	Light fixtures for Service Center	\$797.74
CRESCENT ELECTRIC SU	Buildings & Structures Fund	Lighting repair parts for the Ice Arena	\$111.69
CRESCENT ELECTRIC SU	Buildings & Structures Fund	Replacement fuses for Service Center	\$157.26
<i>CRESCENT ELECTRIC SU - Total For Buildings &amp; Structures Fund</i>			<i>\$1,066.69</i>
<b>CRESCENT ELECTRIC SU - ALL DEPARTMENTS</b>			<b>\$1,066.69</b>

## CRIME SCENE INFORMAT

CRIME SCENE INFORMAT	Police Administration	May 2020	\$109.87
<i>CRIME SCENE INFORMAT - Total For Police Administration</i>			<i>\$109.87</i>
<b>CRIME SCENE INFORMAT - ALL DEPARTMENTS</b>			<b>\$109.87</b>

## CRUM ELECTRIC SUPPLY

CRUM ELECTRIC SUPPLY	Buildings & Structures Fund	Ballast replacement parts for SW Equipment Sto	\$57.50
CRUM ELECTRIC SUPPLY	Buildings & Structures Fund	Doors and wind block parts for Waste Water	\$50.19
<i>CRUM ELECTRIC SUPPLY - Total For Buildings &amp; Structures Fund</i>			<i>\$107.69</i>
CRUM ELECTRIC SUPPLY	Ft. Caspar Museum	Parts for light fixture repair	\$25.53
<i>CRUM ELECTRIC SUPPLY - Total For Ft. Caspar Museum</i>			<i>\$25.53</i>
CRUM ELECTRIC SUPPLY	Golf - Operations	ELECTRICAL PARTS AND EQUIPMENT	\$30.00
<i>CRUM ELECTRIC SUPPLY - Total For Golf - Operations</i>			<i>\$30.00</i>
CRUM ELECTRIC SUPPLY	WWTP Operations	Lighting	\$131.12
<i>CRUM ELECTRIC SUPPLY - Total For WWTP Operations</i>			<i>\$131.12</i>

**CRUM ELECTRIC SUPPLY - ALL DEPARTMENTS****\$294.34****DAKOTA FENCE COMPANY**

DAKOTA FENCE COMPANY	Traffic Control	Sign blanks and telspar for sign repairs	\$1,990.75
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<i>DAKOTA FENCE COMPANY - Total For Traffic Control</i>			<i>\$1,990.75</i>
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**DAKOTA FENCE COMPANY - ALL DEPARTMENTS****\$1,990.75****DANA KEPNER CO.**

DANA KEPNER CO.	Water Distribution	CURB BOXES	\$577.50
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<i>DANA KEPNER CO. - Total For Water Distribution</i>			<i>\$577.50</i>
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**DANA KEPNER CO. - ALL DEPARTMENTS****\$577.50****DANA KEPNER CO. OF W**

DANA KEPNER CO. OF W	Water Distribution	WATER LINE MATERIALS, BID ITEMS	\$2,308.50
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DANA KEPNER CO. OF W	Water Distribution	PVC Water Line (less 667.00 credit)	\$20,472.20
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DANA KEPNER CO. OF W	Water Distribution	WATER LINE MATERIALS, BID ITEMS	\$1,353.00
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<i>DANA KEPNER CO. OF W - Total For Water Distribution</i>			<i>\$24,133.70</i>
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**DANA KEPNER CO. OF W - ALL DEPARTMENTS****\$24,133.70****DAVIDSON MECHANICAL,**

DAVIDSON MECHANICAL,	Buildings & Structures Fund	Parts to install hot water heaters at Rec Center	\$85.10
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<i>DAVIDSON MECHANICAL, - Total For Buildings &amp; Structures Fund</i>			<i>\$85.10</i>
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**DAVIDSON MECHANICAL, - ALL DEPARTMENTS****\$85.10****DBC IRRIGATION SUPPL**

DBC IRRIGATION SUPPL	Capital Projects Fund	Parts for highland park irrigation repair after ne	\$60.00
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DBC IRRIGATION SUPPL	Capital Projects Fund	Parts for highland park irrigation repair after ne	\$184.63
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<i>DBC IRRIGATION SUPPL - Total For Capital Projects Fund</i>			<i>\$244.63</i>
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DBC IRRIGATION SUPPL	Parks - Athletic Maint.	Irrigation at Crossroads	\$550.68
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DBC IRRIGATION SUPPL	Parks - Athletic Maint.	Quick Coupler for Lansing Field	\$69.68
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DBC IRRIGATION SUPPL	Parks - Athletic Maint.	INDUSTRIAL SUPPLIES NOT ESLEWHERE CLASSI	\$4.69
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DBC IRRIGATION SUPPL	Parks - Athletic Maint.	INDUSTRIAL SUPPLIES NOT ESLEWHERE CLASSI	\$14.11
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DBC IRRIGATION SUPPL	Parks - Athletic Maint.	INDUSTRIAL SUPPLIES NOT ESLEWHERE CLASSI	\$9.75
<i>DBC IRRIGATION SUPPL - Total For Parks - Athletic Maint.</i>			<i>\$648.91</i>
DBC IRRIGATION SUPPL	Rec Center - Sports Programs	Athletic Field Rakes	\$194.72
<i>DBC IRRIGATION SUPPL - Total For Rec Center - Sports Programs</i>			<i>\$194.72</i>
DBC IRRIGATION SUPPL	Weed & Pest Fund	Growth Regulator	\$320.00
<i>DBC IRRIGATION SUPPL - Total For Weed &amp; Pest Fund</i>			<i>\$320.00</i>
<b>DBC IRRIGATION SUPPL - ALL DEPARTMENTS</b>			<b>\$1,408.26</b>

## DC FROST ASSOCIATES

DC FROST ASSOCIATES	WWTP Operations	Trojan 3000+ UV lampholder	\$755.64
<i>DC FROST ASSOCIATES - Total For WWTP Operations</i>			<i>\$755.64</i>
<b>DC FROST ASSOCIATES - ALL DEPARTMENTS</b>			<b>\$755.64</b>

## DECKER AUTO GLASS, I

DECKER AUTO GLASS, I	Fleet Maintenance Fund	Unit 101263	\$306.11
DECKER AUTO GLASS, I	Fleet Maintenance Fund	Unit 101298	\$400.10
DECKER AUTO GLASS, I	Fleet Maintenance Fund	Claim no 2837CA 106281	\$450.10
<i>DECKER AUTO GLASS, I - Total For Fleet Maintenance Fund</i>			<i>\$1,156.31</i>
DECKER AUTO GLASS, I	Rec Center - Operations	HAND SANITIZER	\$116.00
<i>DECKER AUTO GLASS, I - Total For Rec Center - Operations</i>			<i>\$116.00</i>
DECKER AUTO GLASS, I	Refuse - Residential	GLASS CLEANER	\$102.15
DECKER AUTO GLASS, I	Refuse - Residential	VALVE NOZZEL TRUCK BARN	\$3.15
<i>DECKER AUTO GLASS, I - Total For Refuse - Residential</i>			<i>\$105.30</i>
<b>DECKER AUTO GLASS, I - ALL DEPARTMENTS</b>			<b>\$1,377.61</b>

## DELL MARKETING LP

DELL MARKETING LP	Information Services	5 Office 365 Licenses	\$453.00
<i>DELL MARKETING LP - Total For Information Services</i>			<i>\$453.00</i>
<b>DELL MARKETING LP - ALL DEPARTMENTS</b>			<b>\$453.00</b>

## DENNIS SUPPLY CO.

DENNIS SUPPLY CO.	Buildings & Structures Fund	Filters for Golf Course Clubhouse	\$55.32
DENNIS SUPPLY CO.	Buildings & Structures Fund	Supplies to install new HVAC equipment at Seni	\$13.60

<i>DENNIS SUPPLY CO. - Total For Buildings &amp; Structures Fund</i>			<i>\$68.92</i>
DENNIS SUPPLY CO.	Capital Projects Fund	compressor	\$5,081.47
DENNIS SUPPLY CO.	Capital Projects Fund	Supplies to reinstall damaged HVAC component	\$7.02
<i>DENNIS SUPPLY CO. - Total For Capital Projects Fund</i>			<i>\$5,088.49</i>
<b>DENNIS SUPPLY CO. - ALL DEPARTMENTS</b>			<b>\$5,157.41</b>

## DESERT MTN. CORP.

DESERT MTN. CORP.	Streets	Ice Slicer	\$3,823.95
DESERT MTN. CORP.	Streets	Ice Slicer	\$4,436.69
DESERT MTN. CORP.	Streets	Ice Slicer	\$4,403.07
DESERT MTN. CORP.	Streets	Ice Slicer	\$4,346.68
DESERT MTN. CORP.	Streets	Ice Slicer	\$4,332.58
DESERT MTN. CORP.	Streets	Ice Slicer	\$4,275.10
DESERT MTN. CORP.	Streets	Ice Slicer	\$3,398.82
DESERT MTN. CORP.	Streets	Ice Slicer	\$4,261.01
DESERT MTN. CORP.	Streets	Ice Slicer	\$4,172.08
DESERT MTN. CORP.	Streets	Ice Slicer	\$4,420.43
DESERT MTN. CORP.	Streets	Ice Slicer	\$4,476.82
<i>DESERT MTN. CORP. - Total For Streets</i>			<i>\$46,347.23</i>
<b>DESERT MTN. CORP. - ALL DEPARTMENTS</b>			<b>\$46,347.23</b>

## DIAMOND VOGEL PAINTS

DIAMOND VOGEL PAINTS	Buildings & Structures Fund	Stain for new Customer Service Desk at City Hall	\$10.75
DIAMOND VOGEL PAINTS	Buildings & Structures Fund	Texture for Rec Center drywall repairs	\$25.32
<i>DIAMOND VOGEL PAINTS - Total For Buildings &amp; Structures Fund</i>			<i>\$36.07</i>
<b>DIAMOND VOGEL PAINTS - ALL DEPARTMENTS</b>			<b>\$36.07</b>

## DOORWAYS OF WYOMING

DOORWAYS OF WYOMING	Buildings & Structures Fund	Door for Waste Water wind break	\$500.00
<i>DOORWAYS OF WYOMING - Total For Buildings &amp; Structures Fund</i>			<i>\$500.00</i>
DOORWAYS OF WYOMING	Property Insurance Fund	Replacement door due to Washington Park Bas	\$545.00
<i>DOORWAYS OF WYOMING - Total For Property Insurance Fund</i>			<i>\$545.00</i>

**DOORWAYS OF WYOMING - ALL DEPARTMENTS****\$1,045.00****DTV DIRECTV SERVICE**

DTV DIRECTV SERVICE Public Safety Communication cable service \$90.99

*DTV DIRECTV SERVICE - Total For Public Safety Communications* \$90.99**DTV DIRECTV SERVICE - ALL DEPARTMENTS** **\$90.99****E 470 EXPRESS TOLLS**

E 470 EXPRESS TOLLS Streets TOLLS, ROAD AND BRIDGE FEES - 2020 Rocky M \$9.30

*E 470 EXPRESS TOLLS - Total For Streets* \$9.30**E 470 EXPRESS TOLLS - ALL DEPARTMENTS** **\$9.30****EASYKEYSCOM INC**

EASYKEYSCOM INC Balefill - Diversion &amp; Special keys for enclosed safety cabinet \$17.74

*EASYKEYSCOM INC - Total For Balefill - Diversion & Special* \$17.74**EASYKEYSCOM INC - ALL DEPARTMENTS** **\$17.74****EATON SALES & SVC.,**

EATON SALES &amp; SVC., City Council Pump \$568.14

*EATON SALES & SVC., - Total For City Council* \$568.14**EATON SALES & SVC., - ALL DEPARTMENTS** **\$568.14****EB ELEVATIONS GEOSPA**

EB ELEVATIONS GEOSPA Metropolitan Planning Org cancelled conference hotel room (\$230.00)

*EB ELEVATIONS GEOSPA - Total For Metropolitan Planning Org* (\$230.00)**EB ELEVATIONS GEOSPA - ALL DEPARTMENTS** **(\$230.00)****EMPLOYEE REIMBURSEME**

EMPLOYEE REIMBURSEME Fire-EMS Training Reimburse knife and meal graduation \$311.83

*EMPLOYEE REIMBURSEME - Total For Fire-EMS Training* \$311.83

EMPLOYEE REIMBURSEME Refuse - Residential Clothing allowance \$150.00

<i>EMPLOYEE REIMBURSEME - Total For Refuse - Residential</i>			<i>\$150.00</i>
EMPLOYEE REIMBURSEME	Regional Water Operations	Clothing Reimbursement	\$75.43
<i>EMPLOYEE REIMBURSEME - Total For Regional Water Operations</i>			<i>\$75.43</i>
EMPLOYEE REIMBURSEME	Streets	Work boot reimbursement	\$150.00
<i>EMPLOYEE REIMBURSEME - Total For Streets</i>			<i>\$150.00</i>
EMPLOYEE REIMBURSEME	Water Distribution	Overshoes	\$91.55
<i>EMPLOYEE REIMBURSEME - Total For Water Distribution</i>			<i>\$91.55</i>
<b>EMPLOYEE REIMBURSEME - ALL DEPARTMENTS</b>			<b>\$778.81</b>

## ENERGY LABORATORIES

ENERGY LABORATORIES	Hogadon - Operations	Potable water test	\$22.00
<i>ENERGY LABORATORIES - Total For Hogadon - Operations</i>			<i>\$22.00</i>
ENERGY LABORATORIES	Regional Water Operations	Lab Test BCT	\$22.00
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 Well mix	\$57.00
ENERGY LABORATORIES	Regional Water Operations	Lab Test Quarterly DBP	\$2,722.00
ENERGY LABORATORIES	Regional Water Operations	Lab Test TAS	\$231.00
<i>ENERGY LABORATORIES - Total For Regional Water Operations</i>			<i>\$3,494.00</i>
ENERGY LABORATORIES	Water Tanks	TESTING	\$66.00
ENERGY LABORATORIES	Water Tanks	TESTING	\$27.00
ENERGY LABORATORIES	Water Tanks	TESTING	\$66.00
ENERGY LABORATORIES	Water Tanks	TESTING	\$27.00
ENERGY LABORATORIES	Water Tanks	TESTING	\$308.00
ENERGY LABORATORIES	Water Tanks	TESTING LABORATORIES (NON-MEDICAL)	\$162.00
ENERGY LABORATORIES	Water Tanks	TESTING	\$162.00
ENERGY LABORATORIES	Water Tanks	TESTING	\$66.00
<i>ENERGY LABORATORIES - Total For Water Tanks</i>			<i>\$884.00</i>
ENERGY LABORATORIES	WWTP Pretreatment	TESTING LABORATORIES	\$1,185.00
<i>ENERGY LABORATORIES - Total For WWTP Pretreatment</i>			<i>\$1,185.00</i>
<b>ENERGY LABORATORIES - ALL DEPARTMENTS</b>			<b>\$5,585.00</b>

## EXPERIAN EXP PAY CC

EXPERIAN EXP PAY CC	Police Administration	pre hire background checks	\$88.14
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EXPERIAN EXP PAY CC - Total For Police Administration \$88.14

**EXPERIAN EXP PAY CC - ALL DEPARTMENTS \$88.14**

## EXXONMOBIL

EXXONMOBIL City Council Fuel while traveling for supplies \$43.15

EXXONMOBIL City Council Fuel while gathering supplies for EOC \$58.00

*EXXONMOBIL - Total For City Council \$101.15*

EXXONMOBIL Fire-EMS Operations Good 2 Go - Fuel \$25.36

EXXONMOBIL Fire-EMS Operations Good 2 Go - Fuel \$1.48

EXXONMOBIL Fire-EMS Operations Good 2 Go - Fuel \$22.37

EXXONMOBIL Fire-EMS Operations Good 2 Go - Fuel \$39.53

EXXONMOBIL Fire-EMS Operations Good 2 Go - Fuel \$26.01

*EXXONMOBIL - Total For Fire-EMS Operations \$114.75*

**EXXONMOBIL - ALL DEPARTMENTS \$215.90**

## FEDEX OFFIC942000094

FEDEX OFFIC942000094 Fire-EMS Training Printing of Student Books \$199.77

*FEDEX OFFIC942000094 - Total For Fire-EMS Training \$199.77*

**FEDEX OFFIC942000094 - ALL DEPARTMENTS \$199.77**

## FERGUSON ENTERPRISES

FERGUSON ENTERPRISES Meter Services Pressure Gauge \$24.93

*FERGUSON ENTERPRISES - Total For Meter Services \$24.93*

FERGUSON ENTERPRISES Regional Water Operations GATE VALVE & FLANGE SETS \$903.41

FERGUSON ENTERPRISES Regional Water Operations GATE VALVE & FLANGE SETS \$903.41

*FERGUSON ENTERPRISES - Total For Regional Water Operations \$1,806.82*

FERGUSON ENTERPRISES Water Distribution LF 2 CTS COMP UNIONS \$234.52

FERGUSON ENTERPRISES Water Distribution SS RODS \$139.50

*FERGUSON ENTERPRISES - Total For Water Distribution \$374.02*

**FERGUSON ENTERPRISES - ALL DEPARTMENTS \$2,205.77**

## FIRST DATA MERCHANT

FIRST DATA MERCHANT Cemetery March 2020 Fee \$19.95

FIRST DATA MERCHANT - Total For Cemetery \$19.95

**FIRST DATA MERCHANT - ALL DEPARTMENTS \$19.95**

## GALLS, INC.

GALLS, INC.	Police Administration	Tactical pant	\$81.00
GALLS, INC.	Police Administration	evo with side zipper	\$126.00
GALLS, INC.	Police Administration	Handcuff	\$24.30
GALLS, INC.	Police Administration	Short sleeve polo	\$108.00

GALLS, INC. - Total For Police Administration \$339.30

**GALLS, INC. - ALL DEPARTMENTS \$339.30**

## GARAGE DOOR DUDES

GARAGE DOOR DUDES	Water Tanks	NEW DOORS	\$8,900.00
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GARAGE DOOR DUDES - Total For Water Tanks \$8,900.00

**GARAGE DOOR DUDES - ALL DEPARTMENTS \$8,900.00**

## GEOSYNTEC CONSULTANT

GEOSYNTEC CONSULTANT	Balefill - Disposal & Landfill	CRL Monitoring 19-005	\$3,793.64
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GEOSYNTEC CONSULTANT - Total For Balefill - Disposal & Landfill \$3,793.64

**GEOSYNTEC CONSULTANT - ALL DEPARTMENTS \$3,793.64**

## GEOTEC INDUSTRIAL SU

GEOTEC INDUSTRIAL SU	Streets	8 Straw Wattles	\$248.00
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GEOTEC INDUSTRIAL SU - Total For Streets \$248.00

**GEOTEC INDUSTRIAL SU - ALL DEPARTMENTS \$248.00**

## GOLDER ASSOCIATES

GOLDER ASSOCIATES	Balefill - Disposal & Landfill	5 YEar Air Emission	\$955.00
GOLDER ASSOCIATES	Balefill - Disposal & Landfill	NMOC Tier II Emissions Testing	\$1,214.59
GOLDER ASSOCIATES	Balefill - Disposal & Landfill	phase 2 design and permit limit of waste	\$2,152.50
GOLDER ASSOCIATES	Balefill - Disposal & Landfill	Phase 2 design and permit mod 19-010	\$6,390.00

GOLDER ASSOCIATES - Total For Balefill - Disposal & Landfill \$10,712.09

**GOLDER ASSOCIATES - ALL DEPARTMENTS****\$10,712.09****GRAINGER, INC.**

GRAINGER, INC.	Balefill - Disposal & Landfill	MRF Safety Cabinet	\$643.33
<i>GRAINGER, INC. - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$643.33</i>
GRAINGER, INC.	WWTP Operations	Batteries	\$45.82
GRAINGER, INC.	WWTP Operations	Lamps	\$55.08
GRAINGER, INC.	WWTP Operations	Lamps	\$48.24
GRAINGER, INC.	WWTP Operations	Toilet paper	\$348.80
<i>GRAINGER, INC. - Total For WWTP Operations</i>			<i>\$497.94</i>

**GRAINGER, INC. - ALL DEPARTMENTS****\$1,141.27****GUADALAJARA RESTAURA**

GUADALAJARA RESTAURA	Police Administration	meal for testing panel	\$80.43
<i>GUADALAJARA RESTAURA - Total For Police Administration</i>			<i>\$80.43</i>

**GUADALAJARA RESTAURA - ALL DEPARTMENTS****\$80.43****GUNNERS METERS**

GUNNERS METERS	Water Revenue and Transfer	40 ea 5/8 Inch T-10 plus 6 ea 1 inch T-10	\$960.00
<i>GUNNERS METERS - Total For Water Revenue and Transfers</i>			<i>\$960.00</i>

**GUNNERS METERS - ALL DEPARTMENTS****\$960.00****HAASS CONSTRUCTION C**

HAASS CONSTRUCTION C	Capital Projects Fund	Casper Ice Arena Chiller Replacement 15-58	457,528.89
<i>HAASS CONSTRUCTION C - Total For Capital Projects Fund</i>			<i>\$457,528.89</i>

**HAASS CONSTRUCTION C - ALL DEPARTMENTS****\$457,528.89****HACH CO., CORP.**

HACH CO., CORP.	WWTP Operations	Lab supplies	\$1,483.00
HACH CO., CORP.	WWTP Operations	Lab supplies	\$322.73
<i>HACH CO., CORP. - Total For WWTP Operations</i>			<i>\$1,805.73</i>

**HACH CO., CORP. - ALL DEPARTMENTS****\$1,805.73****HARBOR FREIGHT TOOLS**

HARBOR FREIGHT TOOLS	City Council	Air hose, Swivels, Hose	\$98.80
HARBOR FREIGHT TOOLS	City Council	Bushings	\$12.58
<i>HARBOR FREIGHT TOOLS - Total For City Council</i>			<i>\$111.38</i>
HARBOR FREIGHT TOOLS	Fire-EMS Training	Padlocks	\$56.38
<i>HARBOR FREIGHT TOOLS - Total For Fire-EMS Training</i>			<i>\$56.38</i>
HARBOR FREIGHT TOOLS	Water Distribution	Valve box crusher arm	\$179.99
<i>HARBOR FREIGHT TOOLS - Total For Water Distribution</i>			<i>\$179.99</i>
<b>HARBOR FREIGHT TOOLS - ALL DEPARTMENTS</b>			<b>\$347.75</b>

**HARDLINE EQUIPMENT L**

HARDLINE EQUIPMENT L	Refuse - Commercial	Street Sweeper	269,332.00
<i>HARDLINE EQUIPMENT L - Total For Refuse - Commercial</i>			<i>\$269,332.00</i>
<b>HARDLINE EQUIPMENT L - ALL DEPARTMENTS</b>			<b>\$269,332.00</b>

**HASH HOUSE A GO GO**

HASH HOUSE A GO GO	Fire-EMS Training	Meal while attending a training	\$30.51
<i>HASH HOUSE A GO GO - Total For Fire-EMS Training</i>			<i>\$30.51</i>
<b>HASH HOUSE A GO GO - ALL DEPARTMENTS</b>			<b>\$30.51</b>

**HAWKINS, INC.**

HAWKINS, INC.	Aquatics - Operations	Chlorine and Acid	\$2,098.37
<i>HAWKINS, INC. - Total For Aquatics - Operations</i>			<i>\$2,098.37</i>
<b>HAWKINS, INC. - ALL DEPARTMENTS</b>			<b>\$2,098.37</b>

**HDR ENGINEERING, INC**

HDR ENGINEERING, INC	Water Tanks	Water Rights Studies	\$8,777.65
<i>HDR ENGINEERING, INC - Total For Water Tanks</i>			<i>\$8,777.65</i>
<b>HDR ENGINEERING, INC - ALL DEPARTMENTS</b>			<b>\$8,777.65</b>



## HENSLEY BATTERY&ELEC

HENSLEY BATTERY&ELEC	WWTP Operations	Backup battery	\$60.88
<i>HENSLEY BATTERY&amp;ELEC - Total For WWTP Operations</i>			<i>\$60.88</i>
<b>HENSLEY BATTERY&amp;ELEC - ALL DEPARTMENTS</b>			<b>\$60.88</b>

## HERCULES INDUSTRIES

HERCULES INDUSTRIES	Buildings & Structures Fund	Hot water heater installation parts for Rec Cent	\$11.28
<i>HERCULES INDUSTRIES - Total For Buildings &amp; Structures Fund</i>			<i>\$11.28</i>
<b>HERCULES INDUSTRIES - ALL DEPARTMENTS</b>			<b>\$11.28</b>

## HILLTOP NATL. BANK

HILLTOP NATL. BANK	Traffic Control	Antenna Lease	\$120.00
<i>HILLTOP NATL. BANK - Total For Traffic Control</i>			<i>\$120.00</i>
<b>HILLTOP NATL. BANK - ALL DEPARTMENTS</b>			<b>\$120.00</b>

## HITEK COMMUNICATIONS

HITEK COMMUNICATIONS	Balefill - Disposal & Landfill	Camera at maintenance bldg	\$450.00
<i>HITEK COMMUNICATIONS - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$450.00</i>
<b>HITEK COMMUNICATIONS - ALL DEPARTMENTS</b>			<b>\$450.00</b>

## HOMAX OIL SALES INC

HOMAX OIL SALES INC	Balefill - Disposal & Landfill	GREASE FOR GRINDER	\$236.39
<i>HOMAX OIL SALES INC - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$236.39</i>
HOMAX OIL SALES INC	Hogadon - Operations	Dispenser nozzles	\$392.96
<i>HOMAX OIL SALES INC - Total For Hogadon - Operations</i>			<i>\$392.96</i>
<b>HOMAX OIL SALES INC - ALL DEPARTMENTS</b>			<b>\$629.35</b>

## HOMAX OIL SALES, INC

HOMAX OIL SALES, INC	Balefill - Disposal & Landfill	Blue def Urea	\$632.00
<i>HOMAX OIL SALES, INC - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$632.00</i>
HOMAX OIL SALES, INC	Fleet Maintenance Fund	Stock 01/f1	\$7,713.74

HOMAX OIL SALES, INC	Fleet Maintenance Fund	Diesel Fuel	\$9,799.51
<i>HOMAX OIL SALES, INC - Total For Fleet Maintenance Fund</i>			<i>\$17,513.25</i>
HOMAX OIL SALES, INC	Golf - Operations	Fuel	\$1,448.92
<i>HOMAX OIL SALES, INC - Total For Golf - Operations</i>			<i>\$1,448.92</i>
HOMAX OIL SALES, INC	Refuse - Residential	Hyd. Oil	\$177.60
<i>HOMAX OIL SALES, INC - Total For Refuse - Residential</i>			<i>\$177.60</i>
HOMAX OIL SALES, INC	Water Distribution	Fuel	\$3,692.09
<i>HOMAX OIL SALES, INC - Total For Water Distribution</i>			<i>\$3,692.09</i>
<b>HOMAX OIL SALES, INC - ALL DEPARTMENTS</b>			<b>\$23,463.86</b>

## HOSE & RUBBER SUPPLY

HOSE & RUBBER SUPPLY	Refuse - Residential	HOSE FITTING	\$9.50
<i>HOSE &amp; RUBBER SUPPLY - Total For Refuse - Residential</i>			<i>\$9.50</i>
HOSE & RUBBER SUPPLY	Sewer Wastewater Collection hose repair part		\$15.41
<i>HOSE &amp; RUBBER SUPPLY - Total For Sewer Wastewater Collection</i>			<i>\$15.41</i>
HOSE & RUBBER SUPPLY	Water Distribution	box crusher	\$1.87
<i>HOSE &amp; RUBBER SUPPLY - Total For Water Distribution</i>			<i>\$1.87</i>
<b>HOSE &amp; RUBBER SUPPLY - ALL DEPARTMENTS</b>			<b>\$26.78</b>

## HYDRO OPTIMIZATION &

HYDRO OPTIMIZATION &	Water Tanks	Phoenix contact power supply	\$409.44
<i>HYDRO OPTIMIZATION &amp; - Total For Water Tanks</i>			<i>\$409.44</i>
<b>HYDRO OPTIMIZATION &amp; - ALL DEPARTMENTS</b>			<b>\$409.44</b>

## IDEXX DISTRIBUTION I

IDEXX DISTRIBUTION I	Regional Water Operations	LAB Supplies	\$1,273.36
<i>IDEXX DISTRIBUTION I - Total For Regional Water Operations</i>			<i>\$1,273.36</i>
<b>IDEXX DISTRIBUTION I - ALL DEPARTMENTS</b>			<b>\$1,273.36</b>

## IHEALTH LABS INC

IHEALTH LABS INC	WWTP Operations	Thermometers	\$224.72
<i>IHEALTH LABS INC - Total For WWTP Operations</i>			<i>\$224.72</i>

**IHEALTH LABS INC - ALL DEPARTMENTS****\$224.72****INBERG-MILLER ENGINE**

INBERG-MILLER ENGINE	Water Distribution	COMPACTION TESTING	\$123.50
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<i>INBERG-MILLER ENGINE - Total For Water Distribution</i>			<i>\$123.50</i>
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**INBERG-MILLER ENGINE - ALL DEPARTMENTS****\$123.50****INTERSTATE ALL BATTE**

INTERSTATE ALL BATTE	WWTP Regional Interceptors	NPSSI UPS	\$86.80
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<i>INTERSTATE ALL BATTE - Total For WWTP Regional Interceptors</i>			<i>\$86.80</i>
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**INTERSTATE ALL BATTE - ALL DEPARTMENTS****\$86.80****INTUIT, INC.**

INTUIT, INC.	City Council	COVID 19 clean/sanitize PSOC/Dispatch	\$50.00
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<i>INTUIT, INC. - Total For City Council</i>			<i>\$50.00</i>
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INTUIT, INC.	Fire-EMS Administration	Annual Maintenance/Testing	\$877.00
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<i>INTUIT, INC. - Total For Fire-EMS Administration</i>			<i>\$877.00</i>
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INTUIT, INC.	Hogadon - Operations	World Cup Safety items ski area	\$802.64
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INTUIT, INC.	Hogadon - Operations	World Cup Safety items ski area	\$302.85
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<i>INTUIT, INC. - Total For Hogadon - Operations</i>			<i>\$1,105.49</i>
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INTUIT, INC.	Refuse - Residential	ZIP TIES	\$82.20
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<i>INTUIT, INC. - Total For Refuse - Residential</i>			<i>\$82.20</i>
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**INTUIT, INC. - ALL DEPARTMENTS****\$2,114.69****ISA**

ISA	Parks - Urban Forestry	ISA Membership renewal	\$187.00
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<i>ISA - Total For Parks - Urban Forestry</i>			<i>\$187.00</i>
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**ISA - ALL DEPARTMENTS****\$187.00****ITC ELECTRICAL TECHN**

ITC ELECTRICAL TECHN	Regional Water Operations	Heat Trace Install	\$1,492.50
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ITC ELECTRICAL TECHN	Regional Water Operations	FWTP De watering pump repair	\$298.50
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ITC ELECTRICAL TECHN	Regional Water Operations	Heat trace install	\$769.13
ITC ELECTRICAL TECHN	Regional Water Operations	Dewatering pump repair	\$126.98
<i>ITC ELECTRICAL TECHN - Total For Regional Water Operations</i>			<i>\$2,687.11</i>
<b>ITC ELECTRICAL TECHN - ALL DEPARTMENTS</b>			<b>\$2,687.11</b>

## KNIFE RIVER 5701

KNIFE RIVER 5701	WWTP Operations	Road base	\$125.29
<i>KNIFE RIVER 5701 - Total For WWTP Operations</i>			<i>\$125.29</i>
<b>KNIFE RIVER 5701 - ALL DEPARTMENTS</b>			<b>\$125.29</b>

## KNIFE RIVER/JTL

KNIFE RIVER/JTL	Capital Projects Fund	East 21st and Shattuck Sewer	\$57,989.90
<i>KNIFE RIVER/JTL - Total For Capital Projects Fund</i>			<i>\$57,989.90</i>
KNIFE RIVER/JTL	Streets	2nd and elk st concrete	\$1,517.80
KNIFE RIVER/JTL	Streets	2nd street w base	\$186.71
<i>KNIFE RIVER/JTL - Total For Streets</i>			<i>\$1,704.51</i>
<b>KNIFE RIVER/JTL - ALL DEPARTMENTS</b>			<b>\$59,694.41</b>

## LINQ FRONT DSK

LINQ FRONT DSK	Fire-EMS Training	Lodging while in Vegas for a training	\$198.40
<i>LINQ FRONT DSK - Total For Fire-EMS Training</i>			<i>\$198.40</i>
<b>LINQ FRONT DSK - ALL DEPARTMENTS</b>			<b>\$198.40</b>

## LISA'S SPIC N SPAN

LISA'S SPIC N SPAN	Balefill - Disposal & Landfill	Covid 19 disinfecting	\$470.00
LISA'S SPIC N SPAN	Balefill - Disposal & Landfill	Cleaning	\$185.00
<i>LISA'S SPIC N SPAN - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$655.00</i>
LISA'S SPIC N SPAN	City Council	Cleaning	\$395.00
<i>LISA'S SPIC N SPAN - Total For City Council</i>			<i>\$395.00</i>
<b>LISA'S SPIC N SPAN - ALL DEPARTMENTS</b>			<b>\$1,050.00</b>

## LITTLE CAESARS

LITTLE CAESARS	Fire-EMS Training	Pizza for recruit academy testing	\$60.83
<i>LITTLE CAESARS - Total For Fire-EMS Training</i>			<i>\$60.83</i>
<b>LITTLE CAESARS - ALL DEPARTMENTS</b>			<b>\$60.83</b>

## LUBRICATION ENGINEER

LUBRICATION ENGINEER	WWTP Operations	Oil	\$167.16
<i>LUBRICATION ENGINEER - Total For WWTP Operations</i>			<i>\$167.16</i>
<b>LUBRICATION ENGINEER - ALL DEPARTMENTS</b>			<b>\$167.16</b>

## MACGILL SCHOOL NURSE

MACGILL SCHOOL NURSE	City Council	Single Use Thermometer	\$77.50
<i>MACGILL SCHOOL NURSE - Total For City Council</i>			<i>\$77.50</i>
<b>MACGILL SCHOOL NURSE - ALL DEPARTMENTS</b>			<b>\$77.50</b>

## MASEK GOLF CAR CO

MASEK GOLF CAR CO	Golf - Operations	oil extractor pump for golf cart fleet	\$52.98
<i>MASEK GOLF CAR CO - Total For Golf - Operations</i>			<i>\$52.98</i>
<b>MASEK GOLF CAR CO - ALL DEPARTMENTS</b>			<b>\$52.98</b>

## MATTHEW J BUTCHER

MATTHEW J BUTCHER	GF Revenue and Transfers	Review of Eastridge wireless	\$1,125.00
<i>MATTHEW J BUTCHER - Total For GF Revenue and Transfers</i>			<i>\$1,125.00</i>
<b>MATTHEW J BUTCHER - ALL DEPARTMENTS</b>			<b>\$1,125.00</b>

## MCMURRY READY MIX CO

MCMURRY READY MIX CO	Streets	2nd and elk	\$1,850.50
<i>MCMURRY READY MIX CO - Total For Streets</i>			<i>\$1,850.50</i>
<b>MCMURRY READY MIX CO - ALL DEPARTMENTS</b>			<b>\$1,850.50</b>

## MDF INDUSTRIES

MDF INDUSTRIES	Ice Arena - Operations	SKATE SHARPENING SUPPLIES	\$339.00
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MDF INDUSTRIES - Total For Ice Arena - Operations \$339.00

**MDF INDUSTRIES - ALL DEPARTMENTS \$339.00**

## MENARDS CASPER WY

MENARDS CASPER WY Balefill - Disposal & Landfill BREEZEWAY ROOF SUPPLIES \$98.96

*MENARDS CASPER WY - Total For Balefill - Disposal & Landfill \$98.96*

MENARDS CASPER WY Balefill - Diversion & Special TABLE, SQUEEGEE, TAPE, SAFETY PAINT \$126.19

MENARDS CASPER WY Balefill - Diversion & Special CHAIR/STOOL FOR COMPOST SHED \$44.99

*MENARDS CASPER WY - Total For Balefill - Diversion & Special \$171.18*

MENARDS CASPER WY Buildings & Structures Fund Custodial Supplies for City Hall \$199.98

*MENARDS CASPER WY - Total For Buildings & Structures Fund \$199.98*

MENARDS CASPER WY Fire-EMS Operations Work Bench for Station 2 \$177.78

*MENARDS CASPER WY - Total For Fire-EMS Operations \$177.78*

MENARDS CASPER WY Golf - Operations Air filters for 19th hole \$32.88

*MENARDS CASPER WY - Total For Golf - Operations \$32.88*

MENARDS CASPER WY RWS - Booster Stations FITTINGS FOR WARDWELL TANK \$53.07

*MENARDS CASPER WY - Total For RWS - Booster Stations \$53.07*

MENARDS CASPER WY Traffic Control Tool storage for 60679 message board truck \$82.95

*MENARDS CASPER WY - Total For Traffic Control \$82.95*

MENARDS CASPER WY Water Tanks FITTINGS FOR PRATT BOOSTER \$30.28

*MENARDS CASPER WY - Total For Water Tanks \$30.28*

**MENARDS CASPER WY - ALL DEPARTMENTS \$847.08**

## MERBACK AWARDS COMPA

MERBACK AWARDS COMPA Fire-EMS Administration Travis Stuart Name Tag \$30.19

*MERBACK AWARDS COMPA - Total For Fire-EMS Administration \$30.19*

**MERBACK AWARDS COMPA - ALL DEPARTMENTS \$30.19**

## MICHAELS FENCE & SUP

MICHAELS FENCE & SUP WWTP Operations Gate/Op Install \$21,050.00

*MICHAELS FENCE & SUP - Total For WWTP Operations \$21,050.00*

**MICHAELS FENCE & SUP - ALL DEPARTMENTS \$21,050.00**

## MODERN ELECTRIC CORP

MODERN ELECTRIC CORP	Public Safety Communication	Inspect breaker box	\$90.00
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<i>MODERN ELECTRIC CORP - Total For Public Safety Communications</i>			<i>\$90.00</i>
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**MODERN ELECTRIC CORP - ALL DEPARTMENTS \$90.00**

## MONTANA SEALS AND PA

MONTANA SEALS AND PA	WWTP Operations	Pump packing	\$228.31
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<i>MONTANA SEALS AND PA - Total For WWTP Operations</i>			<i>\$228.31</i>
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**MONTANA SEALS AND PA - ALL DEPARTMENTS \$228.31**

## MOTOROLA SOLUTIONS

MOTOROLA SOLUTIONS	Public Safety Communication	Repairs, Astro Support	\$1,700.98
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<i>MOTOROLA SOLUTIONS - Total For Public Safety Communications</i>			<i>\$1,700.98</i>
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MOTOROLA SOLUTIONS	Refuse - Residential	Radio for 222299	\$5,449.14
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MOTOROLA SOLUTIONS	Refuse - Residential	Radio for 222298	\$5,951.62
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<i>MOTOROLA SOLUTIONS - Total For Refuse - Residential</i>			<i>\$11,400.76</i>
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**MOTOROLA SOLUTIONS - ALL DEPARTMENTS \$13,101.74**

## MOUNTAIN SPORTS

MOUNTAIN SPORTS	Hogadon - Admin	uniform wash product	\$59.80
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<i>MOUNTAIN SPORTS - Total For Hogadon - Admin</i>			<i>\$59.80</i>
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**MOUNTAIN SPORTS - ALL DEPARTMENTS \$59.80**

## MOUNTAIN STATES

MOUNTAIN STATES	Metro Animal Shelter	Bleach	\$225.40
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<i>MOUNTAIN STATES - Total For Metro Animal Shelter</i>			<i>\$225.40</i>
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MOUNTAIN STATES	Municipal Court	Envelopes	\$266.96
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<i>MOUNTAIN STATES - Total For Municipal Court</i>			<i>\$266.96</i>
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MOUNTAIN STATES	Police Administration	Tow Report Form	\$165.13
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MOUNTAIN STATES	Police Administration	DUI assessment card	\$56.09
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MOUNTAIN STATES	Police Administration	FI Cards	\$56.09
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MOUNTAIN STATES	Police Administration	Sergeant business cards	\$60.50
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MOUNTAIN STATES	Police Administration	Note cards	\$218.96
<i>MOUNTAIN STATES - Total For Police Administration</i>			<i>\$556.77</i>
MOUNTAIN STATES	Police Animal Control	metro intake forms	\$130.26
<i>MOUNTAIN STATES - Total For Police Animal Control</i>			<i>\$130.26</i>
<b>MOUNTAIN STATES - ALL DEPARTMENTS</b>			<b>\$1,179.39</b>

## MOUNTAIN STATES LITH

MOUNTAIN STATES LITH	Meter Services	Door hangers	\$102.98
<i>MOUNTAIN STATES LITH - Total For Meter Services</i>			<i>\$102.98</i>
<b>MOUNTAIN STATES LITH - ALL DEPARTMENTS</b>			<b>\$102.98</b>

## MURDOCH'S RANCH&HOME

MURDOCH'S RANCH&HOM	Weed & Pest Fund	Tanks for playgrounds Covaid 19	\$539.90
<i>MURDOCH'S RANCH&amp;HOME - Total For Weed &amp; Pest Fund</i>			<i>\$539.90</i>
<b>MURDOCH'S RANCH&amp;HOME - ALL DEPARTMENTS</b>			<b>\$539.90</b>

## MYLAWCLE.COM MYLAWCL

MYLAWCLE.COM MYLAWCL	City Attorney	SCHOOLS AND EDUCATIONAL SERVICES NOT ELS	\$195.00
MYLAWCLE.COM MYLAWCL	City Attorney	SCHOOLS AND EDUCATIONAL SERVICES NOT ELS	\$195.00
<i>MYLAWCLE.COM MYLAWCL - Total For City Attorney</i>			<i>\$390.00</i>
<b>MYLAWCLE.COM MYLAWCL - ALL DEPARTMENTS</b>			<b>\$390.00</b>

## NAPA AUTO PARTS CORP

NAPA AUTO PARTS CORP	Fleet Maintenance Fund	March 2020	\$970.95
NAPA AUTO PARTS CORP	Fleet Maintenance Fund	March 2020	\$11,587.87
NAPA AUTO PARTS CORP	Fleet Maintenance Fund	March 2020	\$1,944.88
NAPA AUTO PARTS CORP	Fleet Maintenance Fund	March 2020	\$80,461.12
<i>NAPA AUTO PARTS CORP - Total For Fleet Maintenance Fund</i>			<i>\$94,964.82</i>
NAPA AUTO PARTS CORP	Hogadon - Operations	Replacement lights	\$53.52
<i>NAPA AUTO PARTS CORP - Total For Hogadon - Operations</i>			<i>\$53.52</i>
NAPA AUTO PARTS CORP	Water Distribution	16" sledge handle	\$13.49
NAPA AUTO PARTS CORP	Water Distribution	SIG LAMP	\$27.70
NAPA AUTO PARTS CORP	Water Distribution	lamps, conn. plugs & connector for trench box t	\$50.90



NAPA AUTO PARTS CORP	Water Distribution	connectors, WD40, windshield washer, carb-cho	\$215.67
<i>NAPA AUTO PARTS CORP - Total For Water Distribution</i>			<i>\$307.76</i>
<b>NAPA AUTO PARTS CORP - ALL DEPARTMENTS</b>			<b>\$95,326.10</b>

## NASSCO INC

NASSCO INC	Sewer Wastewater Collection PACP training manual refund		(\$121.89)
NASSCO INC	Sewer Wastewater Collection PACP recertification course		\$346.89
<i>NASSCO INC - Total For Sewer Wastewater Collection</i>			<i>\$225.00</i>
<b>NASSCO INC - ALL DEPARTMENTS</b>			<b>\$225.00</b>

## NATRONA COUNTY OFFIC

NATRONA COUNTY OFFIC	Police Administration	March 2020 Juvenile detention	\$7,500.00
<i>NATRONA COUNTY OFFIC - Total For Police Administration</i>			<i>\$7,500.00</i>
NATRONA COUNTY OFFIC	Police Grants Fund	Equitable sharing check 2019-0823, 2019-1163	\$734.30
<i>NATRONA COUNTY OFFIC - Total For Police Grants Fund</i>			<i>\$734.30</i>
NATRONA COUNTY OFFIC	Weed & Pest Fund	Mosquito Abatement	\$65,000.00
<i>NATRONA COUNTY OFFIC - Total For Weed &amp; Pest Fund</i>			<i>\$65,000.00</i>
<b>NATRONA COUNTY OFFIC - ALL DEPARTMENTS</b>			<b>\$73,234.30</b>

## NBF NATL BIZ FURNITU

NBF NATL BIZ FURNITU	Golf - Operations	Two stools for behind the counter golf shop.	\$742.00
<i>NBF NATL BIZ FURNITU - Total For Golf - Operations</i>			<i>\$742.00</i>
<b>NBF NATL BIZ FURNITU - ALL DEPARTMENTS</b>			<b>\$742.00</b>

## NICOLAYSEN ART MUSEU

NICOLAYSEN ART MUSEU	Capital Projects Fund	1% #16 Funding Nicolaysen Art	\$38,789.51
<i>NICOLAYSEN ART MUSEU - Total For Capital Projects Fund</i>			<i>\$38,789.51</i>
<b>NICOLAYSEN ART MUSEU - ALL DEPARTMENTS</b>			<b>\$38,789.51</b>

## NORCO, INC.

NORCO, INC.	Aquatics - Pool	Green Pads	\$8.80
<i>NORCO, INC. - Total For Aquatics - Pool</i>			<i>\$8.80</i>

NORCO, INC.	Buildings & Structures Fund	Supplies for Waste Water wind break project	\$111.55
NORCO, INC.	Buildings & Structures Fund	Custodial Supplies for Service Center	\$86.90
<i>NORCO, INC. - Total For Buildings &amp; Structures Fund</i>			<i>\$198.45</i>
NORCO, INC.	City Council	Safety Glasses	\$941.40
NORCO, INC.	City Council	Coveralls/PPE for EOC	\$224.00
<i>NORCO, INC. - Total For City Council</i>			<i>\$1,165.40</i>
NORCO, INC.	Fire-EMS Operations	Hydrotest	\$372.40
<i>NORCO, INC. - Total For Fire-EMS Operations</i>			<i>\$372.40</i>
NORCO, INC.	Golf - Operations	Oxygen tank for acetylene torch	\$44.61
<i>NORCO, INC. - Total For Golf - Operations</i>			<i>\$44.61</i>
NORCO, INC.	Hogadon - Admin	Lodge supplies	\$96.90
<i>NORCO, INC. - Total For Hogadon - Admin</i>			<i>\$96.90</i>
NORCO, INC.	Regional Water Operations	Safety signs	\$69.72
NORCO, INC.	Regional Water Operations		\$20.30
<i>NORCO, INC. - Total For Regional Water Operations</i>			<i>\$90.02</i>
NORCO, INC.	Streets	12 Pr. Infinity Safety Glasses	\$112.80
<i>NORCO, INC. - Total For Streets</i>			<i>\$112.80</i>
NORCO, INC.	WWTP Operations	Rubber gloves	\$169.10
NORCO, INC.	WWTP Operations	Oxygen	\$26.11
NORCO, INC.	WWTP Operations	Lime	\$865.00
<i>NORCO, INC. - Total For WWTP Operations</i>			<i>\$1,060.21</i>
<b>NORCO, INC. - ALL DEPARTMENTS</b>			<b>\$3,149.59</b>

## NORTHWEST CONTRACTOR

NORTHWEST CONTRACTOR	Balefill - Diversion & Special	Rivet gun for belt repair	\$195.71
<i>NORTHWEST CONTRACTOR - Total For Balefill - Diversion &amp; Special</i>			<i>\$195.71</i>
<b>NORTHWEST CONTRACTOR - ALL DEPARTMENTS</b>			<b>\$195.71</b>

## OLSON AUTOBODY & COL

OLSON AUTOBODY & COL	Fleet Maintenance Fund	Claim no. 2658CA 101247 reparis	\$5,293.44
OLSON AUTOBODY & COL	Fleet Maintenance Fund	660220 105840 REpairs	\$4,369.05
<i>OLSON AUTOBODY &amp; COL - Total For Fleet Maintenance Fund</i>			<i>\$9,662.49</i>
<b>OLSON AUTOBODY &amp; COL - ALL DEPARTMENTS</b>			<b>\$9,662.49</b>

## ORKIN LLC 002

ORKIN LLC 002	Hogadon - Operations	DISINFECTING AND EXTERMINATING SERVICES	\$128.97
<i>ORKIN LLC 002 - Total For Hogadon - Operations</i>			<i>\$128.97</i>

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

## OWPSACSTATE

OWPSACSTATE	WWTP Operations	Operator training	\$180.00
<i>OWPSACSTATE - Total For WWTP Operations</i>			<i>\$180.00</i>

**OWPSACSTATE - ALL DEPARTMENTS** **\$180.00**

## PACE ANALYTICAL SERV

PACE ANALYTICAL SERV	WWTP Operations	TESTING	\$30.00
<i>PACE ANALYTICAL SERV - Total For WWTP Operations</i>			<i>\$30.00</i>

**PACE ANALYTICAL SERV - ALL DEPARTMENTS** **\$30.00**

## PACIFIC STEEL BRANCH

PACIFIC STEEL BRANCH	Buildings & Structures Fund	Supplies to repair Rec Center Fire Plug	\$184.53
PACIFIC STEEL BRANCH	Buildings & Structures Fund	Supplies for Waste Water Windblocks	\$993.42
<i>PACIFIC STEEL BRANCH - Total For Buildings &amp; Structures Fund</i>			<i>\$1,177.95</i>

PACIFIC STEEL BRANCH	Water Distribution	CONSTRUCTION MATERIALS - Tubing	\$58.01
<i>PACIFIC STEEL BRANCH - Total For Water Distribution</i>			<i>\$58.01</i>

**PACIFIC STEEL BRANCH - ALL DEPARTMENTS** **\$1,235.96**

## PADDLE PALACE TABLE

PADDLE PALACE TABLE	Rec Center - Operations	Table tennis nets and post	\$174.85
<i>PADDLE PALACE TABLE - Total For Rec Center - Operations</i>			<i>\$174.85</i>

**PADDLE PALACE TABLE - ALL DEPARTMENTS** **\$174.85**

## PANTHEON LLC

PANTHEON LLC	Balefill - Disposal & Landfill	Concrete floor cleaner	\$368.10
<i>PANTHEON LLC - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$368.10</i>

**PANTHEON LLC - ALL DEPARTMENTS****\$368.10****PARTSMASTER**

PARTSMASTER	Balefill - Disposal & Landfill	Parts washer	\$375.00
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<i>PARTSMASTER - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$375.00</i>
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**PARTSMASTER - ALL DEPARTMENTS****\$375.00****PAYPAL COLOWYOMUS**

PAYPAL COLOWYOMUS	Ft. Caspar Museum	Membership for Colorado Wyoming Association	\$10.00
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<i>PAYPAL COLOWYOMUS - Total For Ft. Caspar Museum</i>			<i>\$10.00</i>
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**PAYPAL COLOWYOMUS - ALL DEPARTMENTS****\$10.00****PCN STRATEGIES INC**

PCN STRATEGIES INC	Capital Projects Fund	Purchase cradlepoint routers for 11 units	\$1,909.71
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PCN STRATEGIES INC	Capital Projects Fund	Purchase cradlepoint routers for 11 units	\$7,713.99
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<i>PCN STRATEGIES INC - Total For Capital Projects Fund</i>			<i>\$9,623.70</i>
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PCN STRATEGIES INC	Police Administration	Purchase cradlepoint routers for 11 units	\$424.38
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PCN STRATEGIES INC	Police Administration	Purchase cradlepoint routers for 11 units	\$1,714.22
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<i>PCN STRATEGIES INC - Total For Police Administration</i>			<i>\$2,138.60</i>
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**PCN STRATEGIES INC - ALL DEPARTMENTS****\$11,762.30****PEAK GEOSOLUTIONS/ S**

PEAK GEOSOLUTIONS/ S	Balefill - Disposal & Landfill	OP/Mnt/mon srvcs	\$6,829.99
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<i>PEAK GEOSOLUTIONS/ S - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$6,829.99</i>
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**PEAK GEOSOLUTIONS/ S - ALL DEPARTMENTS****\$6,829.99****PHR WyomingCardio**

PHR WyomingCardio	Police Administration	medical testing	\$5,092.00
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<i>PHR WyomingCardio - Total For Police Administration</i>			<i>\$5,092.00</i>
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**PHR WyomingCardio - ALL DEPARTMENTS****\$5,092.00**

## PILOT

PILOT	City Council	Fuel while gathering supplies	\$32.63
<i>PILOT - Total For City Council</i>			<i>\$32.63</i>
<b>PILOT - ALL DEPARTMENTS</b>			<b>\$32.63</b>

## PIONEER ATHLETICS

PIONEER ATHLETICS	Rec Center - Sports Programs	Paint from July (some how invoice got missed)	\$1,205.00
<i>PIONEER ATHLETICS - Total For Rec Center - Sports Programs</i>			<i>\$1,205.00</i>
<b>PIONEER ATHLETICS - ALL DEPARTMENTS</b>			<b>\$1,205.00</b>

## PORTER, MUIRHEAD, CO

PORTER, MUIRHEAD, CO	Finance	Annual Audit FY 2019	\$80,000.00
<i>PORTER, MUIRHEAD, CO - Total For Finance</i>			<i>\$80,000.00</i>
<b>PORTER, MUIRHEAD, CO - ALL DEPARTMENTS</b>			<b>\$80,000.00</b>

## POSTAL PROS, INC.

POSTAL PROS, INC.	Customer Service	E statement, web posting	\$1,333.07
<i>POSTAL PROS, INC. - Total For Customer Service</i>			<i>\$1,333.07</i>
POSTAL PROS, INC.	Water Revenue and Transfer	E statement, web posting	\$1,075.50
<i>POSTAL PROS, INC. - Total For Water Revenue and Transfers</i>			<i>\$1,075.50</i>
<b>POSTAL PROS, INC. - ALL DEPARTMENTS</b>			<b>\$2,408.57</b>

## PURVIS INDUSTRIES

PURVIS INDUSTRIES	Sewer Wastewater Collection	leader hose	\$196.35
PURVIS INDUSTRIES	Sewer Wastewater Collection	hose mending supplies	\$190.02
PURVIS INDUSTRIES	Sewer Wastewater Collection	hose coupler	\$8.41
<i>PURVIS INDUSTRIES - Total For Sewer Wastewater Collection</i>			<i>\$394.78</i>
<b>PURVIS INDUSTRIES - ALL DEPARTMENTS</b>			<b>\$394.78</b>

## RAMKOTA HOTEL AND CO

RAMKOTA HOTEL AND CO	Golf - Operations	Hotel for Golf Pro interview	\$192.00
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<i>RAMKOTA HOTEL AND CO - Total For Golf - Operations</i>	<i>\$192.00</i>
<b>RAMKOTA HOTEL AND CO - ALL DEPARTMENTS</b>	<b>\$192.00</b>

## RDG IA INC

RDG IA INC	Metropolitan Planning Org	Wayfinidng Plan	\$9,000.00
<i>RDG IA INC - Total For Metropolitan Planning Org</i>			<i>\$9,000.00</i>
<b>RDG IA INC - ALL DEPARTMENTS</b>			<b>\$9,000.00</b>

## REEB WELDING LLC

REEB WELDING LLC	Balefill - Disposal & Landfill	Bio template stencil	\$155.00
<i>REEB WELDING LLC - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$155.00</i>
<b>REEB WELDING LLC - ALL DEPARTMENTS</b>			<b>\$155.00</b>

## RICHARD SCHWAHN

RICHARD SCHWAHN	Metro Animal Shelter	Euthanasia Training	\$300.00
<i>RICHARD SCHWAHN - Total For Metro Animal Shelter</i>			<i>\$300.00</i>
RICHARD SCHWAHN	Police Animal Control	Euthanasia Training	\$200.00
<i>RICHARD SCHWAHN - Total For Police Animal Control</i>			<i>\$200.00</i>
<b>RICHARD SCHWAHN - ALL DEPARTMENTS</b>			<b>\$500.00</b>

## RIDLEY'S 1132

RIDLEY'S 1132	City Council	Juice and Donuts for EOC	\$40.43
<i>RIDLEY'S 1132 - Total For City Council</i>			<i>\$40.43</i>
<b>RIDLEY'S 1132 - ALL DEPARTMENTS</b>			<b>\$40.43</b>

## RJ'S CARPET CLEANING

RJ'S CARPET CLEANING	Golf - Operations	Carpet Cleaning pro shop	\$175.00
<i>RJ'S CARPET CLEANING - Total For Golf - Operations</i>			<i>\$175.00</i>
<b>RJ'S CARPET CLEANING - ALL DEPARTMENTS</b>			<b>\$175.00</b>

## RMI CASPER

RMI CASPER	City Council	Hand Sanitizer	\$10,694.98
RMI CASPER	City Council	Respirator/PPE Supplies	\$1,562.13
<i>RMI CASPER - Total For City Council</i>			<i>\$12,257.11</i>
RMI CASPER	Sewer Wastewater Collection	hand sanitizer	\$207.00
<i>RMI CASPER - Total For Sewer Wastewater Collection</i>			<i>\$207.00</i>
RMI CASPER	Streets	Sweatshirts (Reflective)	\$603.60
<i>RMI CASPER - Total For Streets</i>			<i>\$603.60</i>
RMI CASPER	Water Distribution	hand sanitizer	\$69.00
<i>RMI CASPER - Total For Water Distribution</i>			<i>\$69.00</i>
RMI CASPER	WWTP Operations	hand sanitizer	\$69.00
RMI CASPER	WWTP Operations	Calibration gas	\$151.30
<i>RMI CASPER - Total For WWTP Operations</i>			<i>\$220.30</i>
<b>RMI CASPER - ALL DEPARTMENTS</b>			<b>\$13,357.01</b>

## ROCKY MOUNTAIN AIR S

ROCKY MOUNTAIN AIR S	Regional Water Operations	Chemical Oxygen	\$3,443.46
<i>ROCKY MOUNTAIN AIR S - Total For Regional Water Operations</i>			<i>\$3,443.46</i>
ROCKY MOUNTAIN AIR S	Water Distribution	CYLINDER RENT	\$21.47
<i>ROCKY MOUNTAIN AIR S - Total For Water Distribution</i>			<i>\$21.47</i>
<b>ROCKY MOUNTAIN AIR S - ALL DEPARTMENTS</b>			<b>\$3,464.93</b>

## ROCKY MOUNTAIN POWER

ROCKY MOUNTAIN POWER	Buildings & Structures Fund	Acct. 54730761-089 9	\$133.23
<i>ROCKY MOUNTAIN POWER - Total For Buildings &amp; Structures Fund</i>			<i>\$133.23</i>
ROCKY MOUNTAIN POWER	Fire-EMS Administration	Acct. 54730761-141 8	\$720.99
<i>ROCKY MOUNTAIN POWER - Total For Fire-EMS Administration</i>			<i>\$720.99</i>
ROCKY MOUNTAIN POWER	Parks - Athletic Maint.	Acct. 54730761-151 7	\$349.93
ROCKY MOUNTAIN POWER	Parks - Athletic Maint.	Acct. 54730761-131 9	\$2,672.53
<i>ROCKY MOUNTAIN POWER - Total For Parks - Athletic Maint.</i>			<i>\$3,022.46</i>
ROCKY MOUNTAIN POWER	Regional Water Operations	Electricity (account breakdown attached)	\$38,922.62
<i>ROCKY MOUNTAIN POWER - Total For Regional Water Operations</i>			<i>\$38,922.62</i>
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Electricity (account breakdown attached)	\$6,398.80
<i>ROCKY MOUNTAIN POWER - Total For RWS - Booster Stations</i>			<i>\$6,398.80</i>
ROCKY MOUNTAIN POWER	Traffic Control	Acct. 54730761-118 6	\$71.78

<i>ROCKY MOUNTAIN POWER - Total For Traffic Control</i>			<i>\$71.78</i>
ROCKY MOUNTAIN POWER	Water Tanks	Acct. 54730761-148 3	\$41.34
<i>ROCKY MOUNTAIN POWER - Total For Water Tanks</i>			<i>\$41.34</i>
<b>ROCKY MOUNTAIN POWER - ALL DEPARTMENTS</b>			<b>\$49,311.22</b>

## Rooter

Rooter	Parks - Parks Maint.	Provide/Install/Service Rented portable toilets	\$373.68
<i>Rooter - Total For Parks - Parks Maint.</i>			<i>\$373.68</i>
<b>Rooter - ALL DEPARTMENTS</b>			<b>\$373.68</b>

## S&S WORLDWIDE,

S&S WORLDWIDE,	Rec Center - Classes	Camp Craft Supplies	\$422.99
<i>S&amp;S WORLDWIDE, - Total For Rec Center - Classes</i>			<i>\$422.99</i>
<b>S&amp;S WORLDWIDE, - ALL DEPARTMENTS</b>			<b>\$422.99</b>

## SA COMPANY

SA COMPANY	City Council	tax credit on face shields	(\$21.87)
<i>SA COMPANY - Total For City Council</i>			<i>(\$21.87)</i>
<b>SA COMPANY - ALL DEPARTMENTS</b>			<b>(\$21.87)</b>

## SAFETY KLEEN SYSTEMS

SAFETY KLEEN SYSTEMS	Golf - Operations	Used oil removal	\$407.92
<i>SAFETY KLEEN SYSTEMS - Total For Golf - Operations</i>			<i>\$407.92</i>
<b>SAFETY KLEEN SYSTEMS - ALL DEPARTMENTS</b>			<b>\$407.92</b>

## SAFETY VISION

SAFETY VISION	Refuse - Residential	CAMERA KIT FOR TRUCKS	\$716.56
<i>SAFETY VISION - Total For Refuse - Residential</i>			<i>\$716.56</i>
<b>SAFETY VISION - ALL DEPARTMENTS</b>			<b>\$716.56</b>

## SAMS CLUB #6425



SAMS CLUB #6425	Balefill - Disposal & Landfill	TP, NAPKINS, CLEANER, TRASH BAGS	\$60.62
SAMS CLUB #6425	Balefill - Disposal & Landfill	PAPER TOWELS, BATTERIES	\$59.84
SAMS CLUB #6425	Balefill - Disposal & Landfill	TRASH BAGS	\$46.64
<i>SAMS CLUB #6425 - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$167.10</i>
SAMS CLUB #6425	City Council	Food for EOC	\$99.20
SAMS CLUB #6425	City Council	Muffins and Coffee for EOC	\$72.22
SAMS CLUB #6425	City Council	Food for EOC	\$108.94
<i>SAMS CLUB #6425 - Total For City Council</i>			<i>\$280.36</i>
SAMS CLUB #6425	Fire-EMS Operations	Administrative Supplies - Coffee	\$17.34
<i>SAMS CLUB #6425 - Total For Fire-EMS Operations</i>			<i>\$17.34</i>
SAMS CLUB #6425	Ice Arena - Operations	MEMBERSHIP RENEWAL	\$10.43
<i>SAMS CLUB #6425 - Total For Ice Arena - Operations</i>			<i>\$10.43</i>
SAMS CLUB #6425	Rec Center - Admin	MEMBERSHIP RENEWAL	\$10.43
<i>SAMS CLUB #6425 - Total For Rec Center - Admin</i>			<i>\$10.43</i>
SAMS CLUB #6425	Sewer Wastewater Collection	office supplies	\$56.14
<i>SAMS CLUB #6425 - Total For Sewer Wastewater Collection</i>			<i>\$56.14</i>
<b>SAMS CLUB #6425 - ALL DEPARTMENTS</b>			<b>\$541.80</b>

## SAMSCLUB #6425

SAMSCLUB #6425	Balefill - Disposal & Landfill	BLEACH TRASH BAGS	\$28.66
SAMSCLUB #6425	Balefill - Disposal & Landfill	CLEANING SUPPLIES	\$109.38
SAMSCLUB #6425	Balefill - Disposal & Landfill	TP HAND TOWELS	\$43.94
<i>SAMSCLUB #6425 - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$181.98</i>
SAMSCLUB #6425	City Council	Food for EOC	\$215.19
<i>SAMSCLUB #6425 - Total For City Council</i>			<i>\$215.19</i>
SAMSCLUB #6425	Fire-EMS Operations	Station Supplies	\$150.92
<i>SAMSCLUB #6425 - Total For Fire-EMS Operations</i>			<i>\$150.92</i>
SAMSCLUB #6425	Parks - Parks Maint.	WHOLESALE CLUBS	\$27.94
<i>SAMSCLUB #6425 - Total For Parks - Parks Maint.</i>			<i>\$27.94</i>
SAMSCLUB #6425	Rec Center - Operations	AIR FRESHNER	\$38.94
<i>SAMSCLUB #6425 - Total For Rec Center - Operations</i>			<i>\$38.94</i>
<b>SAMSCLUB #6425 - ALL DEPARTMENTS</b>			<b>\$614.97</b>

## SAMSCLUB.COM

SAMSCLUB.COM	Fire-EMS Operations	Coffee	\$19.96
SAMSCLUB.COM	Fire-EMS Operations	Coffee	\$19.96
<i>SAMSCLUB.COM - Total For Fire-EMS Operations</i>			<i>\$39.92</i>
<b>SAMSCLUB.COM - ALL DEPARTMENTS</b>			<b>\$39.92</b>

## SERPENTIX CONVEYOR C

SERPENTIX CONVEYOR C	WWTP Operations	Conveyor belt guide block	\$5,438.80
<i>SERPENTIX CONVEYOR C - Total For WWTP Operations</i>			<i>\$5,438.80</i>
<b>SERPENTIX CONVEYOR C - ALL DEPARTMENTS</b>			<b>\$5,438.80</b>

## SHEET METAL SPECIALT

SHEET METAL SPECIALT	WWTP Operations	Sheet metal	\$131.60
<i>SHEET METAL SPECIALT - Total For WWTP Operations</i>			<i>\$131.60</i>
<b>SHEET METAL SPECIALT - ALL DEPARTMENTS</b>			<b>\$131.60</b>

## SHELL OIL 5744427920

SHELL OIL 5744427920	Fire-EMS Operations	Fuel	\$25.25
SHELL OIL 5744427920	Fire-EMS Operations	Fuel	\$27.92
<i>SHELL OIL 5744427920 - Total For Fire-EMS Operations</i>			<i>\$53.17</i>
<b>SHELL OIL 5744427920 - ALL DEPARTMENTS</b>			<b>\$53.17</b>

## SHERWIN-WILLIAMS COR

SHERWIN-WILLIAMS COR	Balefill - Disposal & Landfill	Supplies for Miller House Remodel	\$29.59
<i>SHERWIN-WILLIAMS COR - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$29.59</i>
SHERWIN-WILLIAMS COR	Buildings & Structures Fund	Painting supplies for Waste Water wind blocks a	\$136.88
SHERWIN-WILLIAMS COR	Buildings & Structures Fund	Paint for Rec Center Drywall Repairs	\$45.73
SHERWIN-WILLIAMS COR	Buildings & Structures Fund	Paint for Rec Center locker painting	\$237.10
SHERWIN-WILLIAMS COR	Buildings & Structures Fund	Supplies for Rec Center repair	\$158.24
<i>SHERWIN-WILLIAMS COR - Total For Buildings &amp; Structures Fund</i>			<i>\$577.95</i>
SHERWIN-WILLIAMS COR	Golf - Operations	paint 19th Hole	\$307.90
SHERWIN-WILLIAMS COR	Golf - Operations	GLASS, PAINT, WALLPAPER STORES	\$241.32
SHERWIN-WILLIAMS COR	Golf - Operations	Paint for 19th hole restaurant	\$307.90
<i>SHERWIN-WILLIAMS COR - Total For Golf - Operations</i>			<i>\$857.12</i>

SHERWIN-WILLIAMS COR	Ice Arena - Operations	PAINT FOR LOCKER ROOMS	\$397.29
<i>SHERWIN-WILLIAMS COR - Total For Ice Arena - Operations</i>			<i>\$397.29</i>
<b>SHERWIN-WILLIAMS COR - ALL DEPARTMENTS</b>			<b>\$1,861.95</b>

## SHOPLET.COM

SHOPLET.COM	City Council	Reusable Thermometer Wallet Card	\$2,171.39
<i>SHOPLET.COM - Total For City Council</i>			<i>\$2,171.39</i>
<b>SHOPLET.COM - ALL DEPARTMENTS</b>			<b>\$2,171.39</b>

## SMASH BURGER B

SMASH BURGER B	Fire-EMS Training	Meal while traveling for training	\$17.04
<i>SMASH BURGER B - Total For Fire-EMS Training</i>			<i>\$17.04</i>
<b>SMASH BURGER B - ALL DEPARTMENTS</b>			<b>\$17.04</b>

## SOFT DR INC

SOFT DR INC	Municipal Court	Water	\$39.10
SOFT DR INC	Municipal Court	Water	\$21.00
<i>SOFT DR INC - Total For Municipal Court</i>			<i>\$60.10</i>
<b>SOFT DR INC - ALL DEPARTMENTS</b>			<b>\$60.10</b>

## SP MADEWELL PRODUC

SP MADEWELL PRODUC	Golf - Operations	Driving Range Products	\$505.60
<i>SP MADEWELL PRODUC - Total For Golf - Operations</i>			<i>\$505.60</i>
<b>SP MADEWELL PRODUC - ALL DEPARTMENTS</b>			<b>\$505.60</b>

## SPORT & FITNESS INC

SPORT & FITNESS INC	Capital Projects Fund	Weight Equipment	\$22,189.18
<i>SPORT &amp; FITNESS INC - Total For Capital Projects Fund</i>			<i>\$22,189.18</i>
<b>SPORT &amp; FITNESS INC - ALL DEPARTMENTS</b>			<b>\$22,189.18</b>

## SPORTSMANS WAREHOUSE

SPORTSMANS WAREHOUSE	Fire-EMS Prevent & Inspect	Boots	\$199.49
SPORTSMANS WAREHOUSE	Fire-EMS Prevent & Inspect	Boots	\$189.99
<i>SPORTSMANS WAREHOUSE - Total For Fire-EMS Prevent &amp; Inspect</i>			<i>\$389.48</i>
<b>SPORTSMANS WAREHOUSE - ALL DEPARTMENTS</b>			<b>\$389.48</b>

## SQ ATLANTIC ELECTRI

SQ ATLANTIC ELECTRI	Balefill - Disposal & Landfill	led lights new quonset	\$2,000.00
SQ ATLANTIC ELECTRI	Balefill - Disposal & Landfill	480 VOLT PANEL NEW QUONSET	\$2,000.00
SQ ATLANTIC ELECTRI	Balefill - Disposal & Landfill	WIRE CIRCUIT OVERHEAD DOORS NEW BUILDIN	\$2,000.00
<i>SQ ATLANTIC ELECTRI - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$6,000.00</i>
SQ ATLANTIC ELECTRI	City Council	Amp Service for MCU	\$1,700.00
SQ ATLANTIC ELECTRI	City Council	Electric Work for MCU	\$218.67
<i>SQ ATLANTIC ELECTRI - Total For City Council</i>			<i>\$1,918.67</i>
<b>SQ ATLANTIC ELECTRI - ALL DEPARTMENTS</b>			<b>\$7,918.67</b>

## SQ BAILEY'S ACE HAR

SQ BAILEY'S ACE HAR	WWTP Operations	Easy-out	\$13.99
<i>SQ BAILEY'S ACE HAR - Total For WWTP Operations</i>			<i>\$13.99</i>
<b>SQ BAILEY'S ACE HAR - ALL DEPARTMENTS</b>			<b>\$13.99</b>

## SQ MAX FIRE APPARAT

SQ MAX FIRE APPARAT	Fire-EMS Operations	Tripod Mounting Bracket	\$187.92
<i>SQ MAX FIRE APPARAT - Total For Fire-EMS Operations</i>			<i>\$187.92</i>
<b>SQ MAX FIRE APPARAT - ALL DEPARTMENTS</b>			<b>\$187.92</b>

## SQ PEDEN'S INC.

SQ PEDEN'S INC.	Fire-EMS Operations	Uniforms	\$36.00
<i>SQ PEDEN'S INC. - Total For Fire-EMS Operations</i>			<i>\$36.00</i>
SQ PEDEN'S INC.	Human Resources	1 Retirement Plaque Order	\$30.00
<i>SQ PEDEN'S INC. - Total For Human Resources</i>			<i>\$30.00</i>
SQ PEDEN'S INC.	Water Distribution	Shirt embroidery for new employees	\$432.00
<i>SQ PEDEN'S INC. - Total For Water Distribution</i>			<i>\$432.00</i>

**SQ PEDEN'S INC. - ALL DEPARTMENTS** **\$498.00**

**SQ ROCKY MOUNTAIN E**

SQ ROCKY MOUNTAIN E	Golf - Operations	Electrical work 19th Hole	\$1,732.55
<i>SQ ROCKY MOUNTAIN E - Total For Golf - Operations</i>			<i>\$1,732.55</i>

**SQ ROCKY MOUNTAIN E - ALL DEPARTMENTS** **\$1,732.55**

**SQ SUMMIT ELECTRIC**

SQ SUMMIT ELECTRIC	Buildings & Structures Fund	Electrical work to hook up drinking fountains at	\$274.81
<i>SQ SUMMIT ELECTRIC - Total For Buildings &amp; Structures Fund</i>			<i>\$274.81</i>

**SQ SUMMIT ELECTRIC - ALL DEPARTMENTS** **\$274.81**

**STAPLES**

STAPLES	Balefill - Disposal & Landfill	THANK YOU CARDS	\$24.98
<i>STAPLES - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$24.98</i>

STAPLES	Cemetery	STATIONARY, OFFICE STAPLES OFFICE SUPPLIES	\$21.23
<i>STAPLES - Total For Cemetery</i>			<i>\$21.23</i>

STAPLES	City Council	Wall signs and mounting tape for EOC	\$273.62
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STAPLES	City Council	Paper and post it notes for EOC	\$48.22
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*STAPLES - Total For City Council* *\$321.84*

STAPLES	Fire-EMS Administration	Certification Holder	\$12.49
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STAPLES	Fire-EMS Administration	Tabbed Dividers	\$24.85
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*STAPLES - Total For Fire-EMS Administration* *\$37.34*

STAPLES	Fire-EMS Training	Binders	\$22.51
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*STAPLES - Total For Fire-EMS Training* *\$22.51*

STAPLES	Golf - Operations	Office supplies and cleaning supplies golf pro	\$149.78
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*STAPLES - Total For Golf - Operations* *\$149.78*

STAPLES	Hogadon - Admin	Office supplies	\$86.97
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STAPLES	Hogadon - Admin	USB aux cord	\$5.99
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*STAPLES - Total For Hogadon - Admin* *\$92.96*

STAPLES	Refuse - Residential	KEY BOARD TRUCK BARN	\$24.99
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*STAPLES - Total For Refuse - Residential* *\$24.99*

**STAPLES - ALL DEPARTMENTS****\$695.63****STAPLES DIRECT**

STAPLES DIRECT	Municipal Court	Ink Cartridges for Erica and Lauren	\$159.58
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<i>STAPLES DIRECT - Total For Municipal Court</i>			<i>\$159.58</i>
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**STAPLES DIRECT - ALL DEPARTMENTS****\$159.58****STATE OF WY.**

STATE OF WY.	Health Insurance Fund	April Plan Admin Fees	\$5,937.83
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<i>STATE OF WY. - Total For Health Insurance Fund</i>			<i>\$5,937.83</i>
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**STATE OF WY. - ALL DEPARTMENTS****\$5,937.83****STOTZ EQUIPMENT**

STOTZ EQUIPMENT	Fire-EMS Operations	Repair of chainsaw used for recruit academy	\$32.49
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<i>STOTZ EQUIPMENT - Total For Fire-EMS Operations</i>			<i>\$32.49</i>
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**STOTZ EQUIPMENT - ALL DEPARTMENTS****\$32.49****SUTHERLANDS 2219**

SUTHERLANDS 2219	Fire-EMS Operations	Brackets, Screws, Tape	\$85.62
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<i>SUTHERLANDS 2219 - Total For Fire-EMS Operations</i>			<i>\$85.62</i>
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SUTHERLANDS 2219	Golf - Operations	Janitorial Supplies	\$70.13
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<i>SUTHERLANDS 2219 - Total For Golf - Operations</i>			<i>\$70.13</i>
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SUTHERLANDS 2219	Regional Water Operations	Return of Heater from 064672	(\$139.99)
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SUTHERLANDS 2219	Regional Water Operations	Heater portable	\$139.99
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SUTHERLANDS 2219	Regional Water Operations	Portable Heater	\$288.98
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<i>SUTHERLANDS 2219 - Total For Regional Water Operations</i>			<i>\$288.98</i>
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SUTHERLANDS 2219	Water Tanks	Bushing, nipple & tape for Southwest Booster	\$14.06
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<i>SUTHERLANDS 2219 - Total For Water Tanks</i>			<i>\$14.06</i>
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**SUTHERLANDS 2219 - ALL DEPARTMENTS****\$458.79****TAXI SVC LV NEW CAB**

TAXI SVC LV NEW CAB	Fire-EMS Training	Travel while attending a training	\$33.09
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TAXI SVC LV NEW CAB - Total For Fire-EMS Training	\$33.09
<b>TAXI SVC LV NEW CAB - ALL DEPARTMENTS</b>	<b>\$33.09</b>

## THATCHER CO.

THATCHER CO.	WWTP Regional Interceptors	Ferrous Chloride delivery on 3/27/2020	\$9,207.00
<i>THATCHER CO. - Total For WWTP Regional Interceptors</i>			<i>\$9,207.00</i>
<b>THATCHER CO. - ALL DEPARTMENTS</b>			<b>\$9,207.00</b>

## THE HOME DEPOT

THE HOME DEPOT	Balefill - Disposal & Landfill	Supplies for Miller House Remodel	\$220.80
THE HOME DEPOT	Balefill - Disposal & Landfill	PLEXIGLASS BARRIER @ SCALEHOUSE CUSTOME	\$605.89
THE HOME DEPOT	Balefill - Disposal & Landfill	SHOP TOWELS	\$5.98
THE HOME DEPOT	Balefill - Disposal & Landfill	SCALE HOUSE SNEEZE GUARD	\$23.22
<i>THE HOME DEPOT - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$855.89</i>
THE HOME DEPOT	Balefill - Diversion & Special	PLANT POTS FOR SOLID WASTE LANDSCAPED A	\$119.92
THE HOME DEPOT	Balefill - Diversion & Special	HOOKS ROLLOFF AND SHED	\$37.96
<i>THE HOME DEPOT - Total For Balefill - Diversion &amp; Special</i>			<i>\$157.88</i>
THE HOME DEPOT	Buildings & Structures Fund	Supplies to insulate wiring at Lansing Field	\$11.98
<i>THE HOME DEPOT - Total For Buildings &amp; Structures Fund</i>			<i>\$11.98</i>
THE HOME DEPOT	City Council	Equipment for the Mobile Command Unit	\$139.43
THE HOME DEPOT	City Council	Laser Temp Gun Thermometer	\$93.45
<i>THE HOME DEPOT - Total For City Council</i>			<i>\$232.88</i>
THE HOME DEPOT	Golf - Operations	Janitorial Supplies Golf Shop	\$133.70
THE HOME DEPOT	Golf - Operations	PPE Cash register	\$52.75
THE HOME DEPOT	Golf - Operations	Supplies Golf Pro	\$34.35
THE HOME DEPOT	Golf - Operations	HOME SUPPLY WAREHOUSE STORES	\$286.17
<i>THE HOME DEPOT - Total For Golf - Operations</i>			<i>\$506.97</i>
THE HOME DEPOT	Hogadon - Admin	Fire system Fuses	\$16.55
THE HOME DEPOT	Hogadon - Admin	shop vac filter, paint brush, roll carpet protecto	\$50.27
<i>THE HOME DEPOT - Total For Hogadon - Admin</i>			<i>\$66.82</i>
THE HOME DEPOT	Hogadon - Operations	shop vac filter	\$22.97
<i>THE HOME DEPOT - Total For Hogadon - Operations</i>			<i>\$22.97</i>
THE HOME DEPOT	Traffic Control	Spray bottles for cleaning supplies	\$22.80
<i>THE HOME DEPOT - Total For Traffic Control</i>			<i>\$22.80</i>

**THE HOME DEPOT - ALL DEPARTMENTS** **\$1,878.19**

## **THE UPS STORE**

THE UPS STORE Sewer Wastewater Collection cctv repair shipping \$38.30

*THE UPS STORE - Total For Sewer Wastewater Collection* \$38.30

**THE UPS STORE - ALL DEPARTMENTS** **\$38.30**

## **TLO TRANSUNION**

TLO TRANSUNION Police Administration background checks \$234.55

*TLO TRANSUNION - Total For Police Administration* \$234.55

**TLO TRANSUNION - ALL DEPARTMENTS** **\$234.55**

## **TOOLSTODAY.COM LLC**

TOOLSTODAY.COM LLC Balefill - Disposal & Landfill Tool for Miller Dorm Remodel \$50.50

*TOOLSTODAY.COM LLC - Total For Balefill - Disposal & Landfill* \$50.50

**TOOLSTODAY.COM LLC - ALL DEPARTMENTS** **\$50.50**

## **TOP OFFICE PRODUCTS**

TOP OFFICE PRODUCTS City Attorney STATIONERY,OFFICE SUPPLIES,PRINTING AND \$222.83

*TOP OFFICE PRODUCTS - Total For City Attorney* \$222.83

TOP OFFICE PRODUCTS Water Distribution Copy charges for March \$108.73

*TOP OFFICE PRODUCTS - Total For Water Distribution* \$108.73

**TOP OFFICE PRODUCTS - ALL DEPARTMENTS** **\$331.56**

## **TOWN OF MILLS**

TOWN OF MILLS Police Grants Fund Equitable sharing check 2019-1163 \$582.50

*TOWN OF MILLS - Total For Police Grants Fund* \$582.50

**TOWN OF MILLS - ALL DEPARTMENTS** **\$582.50**

## **TOWNSQUARE MEDIA CAS**

TOWNSQUARE MEDIA CAS Sewer Wastewater Collection ADVERTISING SERVICES \$113.50



<i>TOWNSQUARE MEDIA CAS - Total For Sewer Wastewater Collection</i>			<i>\$113.50</i>
TOWNSQUARE MEDIA CAS	WWTP Operations	ADVERTISING SERVICES	\$113.50
<i>TOWNSQUARE MEDIA CAS - Total For WWTP Operations</i>			<i>\$113.50</i>
<b>TOWNSQUARE MEDIA CAS - ALL DEPARTMENTS</b>			<b>\$227.00</b>

## TRACTOR SUPPLY CO

TRACTOR SUPPLY CO	City Council	Galvanized Funnel	\$14.99
<i>TRACTOR SUPPLY CO - Total For City Council</i>			<i>\$14.99</i>
<b>TRACTOR SUPPLY CO - ALL DEPARTMENTS</b>			<b>\$14.99</b>

## TRIHYDRO CORP.

TRIHYDRO CORP.	Capital Projects Fund	EPA Brownfields Petroleum	\$3,243.25
TRIHYDRO CORP.	Capital Projects Fund	EPA Brownfields Hazardous	\$125.00
<i>TRIHYDRO CORP. - Total For Capital Projects Fund</i>			<i>\$3,368.25</i>
<b>TRIHYDRO CORP. - ALL DEPARTMENTS</b>			<b>\$3,368.25</b>

## TYLER TECHNOLOGIES I

TYLER TECHNOLOGIES I	Balefill - Disposal & Landfill	Tyler Conversion	\$168.00
<i>TYLER TECHNOLOGIES I - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$168.00</i>
TYLER TECHNOLOGIES I	Capital Projects Fund	Tyler Conversion	\$2,898.00
<i>TYLER TECHNOLOGIES I - Total For Capital Projects Fund</i>			<i>\$2,898.00</i>
TYLER TECHNOLOGIES I	Refuse - Residential	Tyler Conversion	\$252.00
<i>TYLER TECHNOLOGIES I - Total For Refuse - Residential</i>			<i>\$252.00</i>
TYLER TECHNOLOGIES I	Regional Water Operations	Tyler Conversion	\$42.00
<i>TYLER TECHNOLOGIES I - Total For Regional Water Operations</i>			<i>\$42.00</i>
TYLER TECHNOLOGIES I	Sewer Wastewater Collection	Tyler Conversion	\$210.00
<i>TYLER TECHNOLOGIES I - Total For Sewer Wastewater Collection</i>			<i>\$210.00</i>
TYLER TECHNOLOGIES I	Water Distribution	Tyler Conversion	\$462.00
<i>TYLER TECHNOLOGIES I - Total For Water Distribution</i>			<i>\$462.00</i>
TYLER TECHNOLOGIES I	WWTP Operations	Tyler Conversion	\$168.00
<i>TYLER TECHNOLOGIES I - Total For WWTP Operations</i>			<i>\$168.00</i>
<b>TYLER TECHNOLOGIES I - ALL DEPARTMENTS</b>			<b>\$4,200.00</b>

## UBER TRIP

UBER TRIP	Fire-EMS Training	Tip for Uber driver	\$3.00
UBER TRIP	Fire-EMS Training	Travel while attending a training	\$33.77

*UBER TRIP - Total For Fire-EMS Training* \$36.77

**UBER TRIP - ALL DEPARTMENTS** **\$36.77**

## ULINE SHIP SUPPLIE

ULINE SHIP SUPPLIE	City Council	Jugs for Sanitizer	\$307.67
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*ULINE SHIP SUPPLIE - Total For City Council* \$307.67

**ULINE SHIP SUPPLIE - ALL DEPARTMENTS** **\$307.67**

## UNIFORMS 2 GEAR

UNIFORMS 2 GEAR	Police Administration	Holster	\$56.48
UNIFORMS 2 GEAR	Police Administration	Duty pants	\$50.97
UNIFORMS 2 GEAR	Police Administration	Duty pants	\$97.60
UNIFORMS 2 GEAR	Police Administration	Duty pants	\$97.60
UNIFORMS 2 GEAR	Police Administration	Duty pants	\$48.80
UNIFORMS 2 GEAR	Police Administration	Duty pants	\$97.60
UNIFORMS 2 GEAR	Police Administration	duty pants	\$50.97

*UNIFORMS 2 GEAR - Total For Police Administration* \$500.02

**UNIFORMS 2 GEAR - ALL DEPARTMENTS** **\$500.02**

## UNITED 0161568614

UNITED 0161568614	Fire-EMS Training	Luggage fee for travel to Firehouse World Confe	\$40.00
UNITED 0161568614	Fire-EMS Training	Luggage fee for travel to Firehouse World Confe	\$30.00

*UNITED 0161568614 - Total For Fire-EMS Training* \$70.00

**UNITED 0161568614 - ALL DEPARTMENTS** **\$70.00**

## UNITED 0161569708

UNITED 0161569708	Fire-EMS Training	Luggage fee for travel to Firehouse Wold Confer	\$40.00
UNITED 0161569708	Fire-EMS Training	Luggage fee for travel to Firehouse World Confe	\$30.00

*UNITED 0161569708 - Total For Fire-EMS Training* \$70.00

**UNITED 0161569708 - ALL DEPARTMENTS \$70.00**

**UNITED 0161569789**

UNITED 0161569789 Fire-EMS Training Flight Change Fee \$75.00

*UNITED 0161569789 - Total For Fire-EMS Training \$75.00*

**UNITED 0161569789 - ALL DEPARTMENTS \$75.00**

**UPS 0000008F045W160**

UPS 0000008F045W160 Regional Water Operations Ship Lab Test \$203.64

*UPS 0000008F045W160 - Total For Regional Water Operations \$203.64*

**UPS 0000008F045W160 - ALL DEPARTMENTS \$203.64**

**URGENT CARE OF CASPE**

URGENT CARE OF CASPE Property Insurance Fund Urgent Care Payment - 4/8/2020 \$4,541.00

*URGENT CARE OF CASPE - Total For Property Insurance Fund \$4,541.00*

URGENT CARE OF CASPE WWTP Operations Hep B Vaccine \$80.00

*URGENT CARE OF CASPE - Total For WWTP Operations \$80.00*

**URGENT CARE OF CASPE - ALL DEPARTMENTS \$4,621.00**

**USPS PO 5762700491**

USPS PO 5762700491 Water Tanks POSTAGE TO SEND EPA SAMPLE \$21.45

*USPS PO 5762700491 - Total For Water Tanks \$21.45*

**USPS PO 5762700491 - ALL DEPARTMENTS \$21.45**

**UV DOCTOR LAMPS LLC**

UV DOCTOR LAMPS LLC WWTP Operations Trojan 3000+ OEM Ballast \$8,175.28

*UV DOCTOR LAMPS LLC - Total For WWTP Operations \$8,175.28*

**UV DOCTOR LAMPS LLC - ALL DEPARTMENTS \$8,175.28**

**VERIZON WIRELESS**

VERIZON WIRELESS Police Administration March 2020, act. 465552982-00010 \$129.39

<i>VERIZON WIRELESS - Total For Police Administration</i>			<i>\$129.39</i>
VERIZON WIRELESS	Public Safety Communication Command bus		\$123.73
<i>VERIZON WIRELESS - Total For Public Safety Communications</i>			<i>\$123.73</i>
<b>VERIZON WIRELESS - ALL DEPARTMENTS</b>			<b>\$253.12</b>

## VRC COMPANIES LLC

VRC COMPANIES LLC	Municipal Court	April 2020	\$51.80
<i>VRC COMPANIES LLC - Total For Municipal Court</i>			<i>\$51.80</i>
VRC COMPANIES LLC	Police Administration	April 2020	\$151.20
<i>VRC COMPANIES LLC - Total For Police Administration</i>			<i>\$151.20</i>
<b>VRC COMPANIES LLC - ALL DEPARTMENTS</b>			<b>\$203.00</b>

## VZWRLSS IVR VB

VZWRLSS IVR VB	Code Enforcement	VERIZON BILL - CELLS PHONES AND AIR CARDS	\$213.68
<i>VZWRLSS IVR VB - Total For Code Enforcement</i>			<i>\$213.68</i>
VZWRLSS IVR VB	Sewer Wastewater Collection remote device data		\$73.28
<i>VZWRLSS IVR VB - Total For Sewer Wastewater Collection</i>			<i>\$73.28</i>
VZWRLSS IVR VB	Water Distribution	TELECOMMUNICATION SERV.	\$277.67
<i>VZWRLSS IVR VB - Total For Water Distribution</i>			<i>\$277.67</i>
<b>VZWRLSS IVR VB - ALL DEPARTMENTS</b>			<b>\$564.63</b>

## VZWRLSS MY VZ VB P

VZWRLSS MY VZ VB P	Fire-EMS Administration	February Air Card Bill	\$120.03
<i>VZWRLSS MY VZ VB P - Total For Fire-EMS Administration</i>			<i>\$120.03</i>
<b>VZWRLSS MY VZ VB P - ALL DEPARTMENTS</b>			<b>\$120.03</b>

## WAGNER'S OUTDOOR OUT

WAGNER'S OUTDOOR OUT	Streets	Propane for patching in March	\$288.92
<i>WAGNER'S OUTDOOR OUT - Total For Streets</i>			<i>\$288.92</i>
<b>WAGNER'S OUTDOOR OUT - ALL DEPARTMENTS</b>			<b>\$288.92</b>

## WAL-MART #1617

WAL-MART #1617	Balefill - Disposal & Landfill	TP NAPKINS, TRASH BAGS	\$49.83
WAL-MART #1617	Balefill - Disposal & Landfill	POWDER FOR GLOVES	\$5.72
WAL-MART #1617	Balefill - Disposal & Landfill	PAPER TOWELS	\$11.88
<i>WAL-MART #1617 - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$67.43</i>
WAL-MART #1617	City Council	Body Wash, Bath Towles, Wash Cloths, Laundry	\$88.74
<i>WAL-MART #1617 - Total For City Council</i>			<i>\$88.74</i>
<b>WAL-MART #1617 - ALL DEPARTMENTS</b>			<b>\$156.17</b>

## WEAR PARTS INC

WEAR PARTS INC	Regional Water Operations	HEX BOLTS FOR CON. DRAIN VALVES	\$149.76
WEAR PARTS INC	Regional Water Operations	Parts to repair door	\$6.26
<i>WEAR PARTS INC - Total For Regional Water Operations</i>			<i>\$156.02</i>
WEAR PARTS INC	WWTP Operations	Screws	\$1.45
WEAR PARTS INC	WWTP Operations	Nuts and bolts	\$19.20
<i>WEAR PARTS INC - Total For WWTP Operations</i>			<i>\$20.65</i>
<b>WEAR PARTS INC - ALL DEPARTMENTS</b>			<b>\$176.67</b>

## Wear Parts, Inc.

Wear Parts, Inc.	Balefill - Disposal & Landfill	container repair fasteners	\$326.57
<i>Wear Parts, Inc. - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$326.57</i>
<b>Wear Parts, Inc. - ALL DEPARTMENTS</b>			<b>\$326.57</b>

## WELLCO HARDWOODS

WELLCO HARDWOODS	Balefill - Disposal & Landfill	Lumber for Miller House Remodel	\$1,503.80
<i>WELLCO HARDWOODS - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$1,503.80</i>
<b>WELLCO HARDWOODS - ALL DEPARTMENTS</b>			<b>\$1,503.80</b>

## WEST PLAINS ENGINEER

WEST PLAINS ENGINEER	Capital Projects Fund	CEC Domestic and Fire Service Replacement	\$500.00
WEST PLAINS ENGINEER	Capital Projects Fund	Design of Poplar Street Bridge	\$1,760.00
<i>WEST PLAINS ENGINEER - Total For Capital Projects Fund</i>			<i>\$2,260.00</i>
<b>WEST PLAINS ENGINEER - ALL DEPARTMENTS</b>			<b>\$2,260.00</b>

## WESTERN SLING COMPAN

WESTERN SLING COMPAN	Balefill - Disposal & Landfill	222257 Wire rope	\$433.20
<i>WESTERN SLING COMPAN - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$433.20</i>
<b>WESTERN SLING COMPAN - ALL DEPARTMENTS</b>			<b>\$433.20</b>

## WESTERN WATER CONSUL

WESTERN WATER CONSUL	Capital Projects Fund	Midwest reconstruction elm to walnut 18-066	\$8,669.25
WESTERN WATER CONSUL	Capital Projects Fund	Digital As-Built Process Update 19-065	\$378.00
WESTERN WATER CONSUL	Capital Projects Fund	Midwest reconst. david-elm 17-031	\$417.12
<i>WESTERN WATER CONSUL - Total For Capital Projects Fund</i>			<i>\$9,464.37</i>
WESTERN WATER CONSUL	Sewer Wastewater Collection	Midwest reconst. david-elm 17-031	\$9.19
<i>WESTERN WATER CONSUL - Total For Sewer Wastewater Collection</i>			<i>\$9.19</i>
WESTERN WATER CONSUL	Water Distribution	Midwest reconst. david-elm 17-031	\$57.44
<i>WESTERN WATER CONSUL - Total For Water Distribution</i>			<i>\$57.44</i>
<b>WESTERN WATER CONSUL - ALL DEPARTMENTS</b>			<b>\$9,531.00</b>

## WESTON ENGINEERING I

WESTON ENGINEERING I	Hogadon - Operations	DEQ Monitoring well Training	\$354.75
<i>WESTON ENGINEERING I - Total For Hogadon - Operations</i>			<i>\$354.75</i>
<b>WESTON ENGINEERING I - ALL DEPARTMENTS</b>			<b>\$354.75</b>

## Wired

Wired	Perpetual Care Building Trust	New LED Lighting for the Arena	\$40.00
Wired	Perpetual Care Building Trust	New LED Lighting for the Arena	\$17,622.20
<i>Wired - Total For Perpetual Care Building Trust</i>			<i>\$17,662.20</i>
<b>Wired - ALL DEPARTMENTS</b>			<b>\$17,662.20</b>

## WLC ENGINEERING - SU

WLC ENGINEERING - SU	Water Tanks	W Casper Zone 2 Water 15-59	\$23,390.94
<i>WLC ENGINEERING - SU - Total For Water Tanks</i>			<i>\$23,390.94</i>
<b>WLC ENGINEERING - SU - ALL DEPARTMENTS</b>			<b>\$23,390.94</b>

## WM SUPERCENTER

WM SUPERCENTER	City Council	Water Jugs	\$67.35
<i>WM SUPERCENTER - Total For City Council</i>			<i>\$67.35</i>
<b>WM SUPERCENTER - ALL DEPARTMENTS</b>			<b>\$67.35</b>

## WONDER WASH

WONDER WASH	Police Administration	CAR WASHES	\$170.10
<i>WONDER WASH - Total For Police Administration</i>			<i>\$170.10</i>
<b>WONDER WASH - ALL DEPARTMENTS</b>			<b>\$170.10</b>

## WOODWORKERS SUPPLY I

WOODWORKERS SUPPLY I	Balefill - Disposal & Landfill	Supplies for Miller House Remodel	\$83.08
<i>WOODWORKERS SUPPLY I - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$83.08</i>
<b>WOODWORKERS SUPPLY I - ALL DEPARTMENTS</b>			<b>\$83.08</b>

## WOODWORKERS SUPPLY,

WOODWORKERS SUPPLY,	Balefill - Disposal & Landfill	Supplies for Miller Dorm Kitchen Remodel	\$71.68
<i>WOODWORKERS SUPPLY, - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$71.68</i>
<b>WOODWORKERS SUPPLY, - ALL DEPARTMENTS</b>			<b>\$71.68</b>

## WPSG- INC

WPSG- INC	Fire-EMS Operations	Leather Shield	\$72.98
<i>WPSG- INC - Total For Fire-EMS Operations</i>			<i>\$72.98</i>
<b>WPSG- INC - ALL DEPARTMENTS</b>			<b>\$72.98</b>

## WY. MACHINERY CO.

WY. MACHINERY CO.	Balefill - Disposal & Landfill	Loader rent windmill blade	\$5,098.37
<i>WY. MACHINERY CO. - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$5,098.37</i>
<b>WY. MACHINERY CO. - ALL DEPARTMENTS</b>			<b>\$5,098.37</b>

## WYOMING LOW VOLTAGE

WYOMING LOW VOLTAGE	Aquatics - Pool	Mike Sedar Rack and Front Desk Network Conn	\$395.00
<i>WYOMING LOW VOLTAGE - Total For Aquatics - Pool</i>			<i>\$395.00</i>

**WYOMING LOW VOLTAGE - ALL DEPARTMENTS** **\$395.00**

## WYOMING SAFETY SUPPL

WYOMING SAFETY SUPPL	City Council	Zep Sprayer - EOC	\$120.60
WYOMING SAFETY SUPPL	City Council	Respirator/PPE Supplies	\$661.50
<i>WYOMING SAFETY SUPPL - Total For City Council</i>			<i>\$782.10</i>

**WYOMING SAFETY SUPPL - ALL DEPARTMENTS** **\$782.10**

## WYOMING STEEL, RECYC

WYOMING STEEL, RECYC	Water Distribution	Strip metal, round bar, channel	\$106.94
<i>WYOMING STEEL, RECYC - Total For Water Distribution</i>			<i>\$106.94</i>

**WYOMING STEEL, RECYC - ALL DEPARTMENTS** **\$106.94**

## XEROX CORPORATION/RB

XEROX CORPORATION/RB	Regional Water Operations	OFFICE Copier	\$218.00
<i>XEROX CORPORATION/RB - Total For Regional Water Operations</i>			<i>\$218.00</i>

**XEROX CORPORATION/RB - ALL DEPARTMENTS** **\$218.00**

## YOUTH CRISIS CENTER

YOUTH CRISIS CENTER	Capital Projects Fund	1%#16 Funding Youth Crisis Jan, Feb, march 202	\$17,452.50
<i>YOUTH CRISIS CENTER - Total For Capital Projects Fund</i>			<i>\$17,452.50</i>

**YOUTH CRISIS CENTER - ALL DEPARTMENTS** **\$17,452.50**



**CITYWIDE BILLS AND CLAIMS TOTAL**

**\$1,792,152.86**

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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 \_\_\_\_\_


CITY of CASPER, WYOMING  
 BILLS and CLAIMS ADDENDUM  
 Council Meeting  
 05/05/20

**Additional Accounts Payable**

04/16/20	Prewrits - utility refunds, payroll expenses, reimbursements		
	Christopher Richards	\$	134.06
	Lincoln Natl. Life Ins.	\$	32,218.80
	Active Network	\$	18,609.94
	Arlin Vredevelt	\$	47.32
	Serge Delia	\$	11.09
	Marlene Anfinson	\$	57.75
	Brett Brown	\$	47.89
	Kyle Schiefer	\$	5.55
			<hr/>
		\$	51,132.40
4/22/20	Prewrits - utility refunds - lease - petty cash		
	Preston Dickerson	\$	367.22
	Madeline Tomlinson	\$	50.74
	GR Wireline LP	\$	49.38
	Caine Cloyd	\$	50.17
	State of Wy - Dept of Admin & Information	\$	1.00
	Jefferson Heights	\$	66.93
	FIB - Petty Cash	\$	131.18
	Douglas W Edwards	\$	110.85
	Dalayna Paysno	\$	47.32
			<hr/>
		\$	874.79
4/30/20	Prewrits - utility refunds - petty cash - payroll deduction		
	AFLAC	\$	697.68
	First Interstate Bank	\$	601.00
	First Interstate Bank - petty cash	\$	377.00
	Floyd's Truck Center	\$	61.38
	Natrona County Clerk	\$	135.00
	Heidi Simons	\$	47.67
	Bryn McKinzie	\$	74.46
	Patrick Clymore	\$	52.80
	Shannon Tappe	\$	11.09
	Jennifer Her	\$	16.79
	Daniel Warner	\$	42.76
	John Haass	\$	176.98
	Miriam Sutphin	\$	17.71
	Garrett Thorson	\$	44.95
	Kellie Virgilio	\$	54.73
	Aqua Spas Inc	\$	57.58
	Kari Schroeder	\$	43.90
	Tafoya Aguinaldo	\$	47.89
	Cesar Chacon	\$	57.58
	Anita Roche	\$	28.48
	Cameron Schall	\$	33.23
	Davis Masiker	\$	44.82
			<hr/>
		\$	2,725.48
			<hr/>
	<b>Total Additional AP</b>	<b>\$</b>	<b>54,732.67</b>

May 5, 2020

MEMO TO: J. Carter Napier, City Manager 

FROM: Liz Becher, Community Development Director   
Keith McPheeters, Police Chief  
Thomas Solberg, Fire Chief  
Dan Elston, Building Inspection Supervisor (Chief Building Official)

SUBJECT: Establish Date of Public Hearing for Consideration of an Ordinance Approving a Municipal Code Text Amendment to Sections 15.02.120 and 15.04.070 Regarding Unsafe Structures and Equipment

Meeting Type & Date:

Regular Council Meeting, May 5, 2020

Action Type:

Establish date of public hearing

Recommendation:

That Council, by minute action, establish May 19, 2020 as the date of public hearing for consideration of an Ordinance approving a Municipal Code Text Amendment to Sections 15.02.120 and 15.04.070 regarding unsafe structures and equipment.

Summary:

At the March 10<sup>th</sup> and April 14<sup>th</sup> Council work sessions, City staff presented maintenance amendments to the City of Casper Municipal Code concerning the most critical life/safety requirements necessary for human habitation. Following the discussion, Council requested that staff create a portal on the City's website to accept public comment about the proposed changes. The portal was open for three weeks and included links to the photos shared at the work session of local living conditions. Six (6) comments were received, and presented to Council on April 14<sup>th</sup>. In addition, staff provided an overview of the enforcement process for the proposed ordinance. In short, enforcement of this proposed ordinance is already in place in both the International Building Code and the City of Casper Municipal Code. Council directed staff to move the Ordinance forward for formal consideration.

The City of Casper currently enforces the 2018 International Building Code, in this code, Section 116 Unsafe Structures and Equipment has one paragraph [A] 116.1 "Conditions" that addresses unsafe conditions. This is general in nature and does not specifically address each of the nine (9) conditions proposed in the Ordinance. By adopting this Ordinance, it would provide definitive parameters for interior living conditions that can be enforced to provide for the safety of the occupants. Staff believes that the proposed maintenance amendments are a pathway to

enforcement, and will be complaint-initiated by renters, neighbors, employees, and social service agencies.

The nine (9) specific unsafe conditions are: (Definitions are in the proposed ordinance)

- Means of Egress
- Egress Lighting
- Ventilation
- Fire Hazard
- Heating Facilities
- Electrical systems
- Water systems
- Sanitary drainage
- Vacant structures

Community partners such as the City/County Health Department, Department of Family Services and Meals on Wheels support the City's efforts to address unsafe living conditions in Casper because of their first-hand knowledge of some of the deplorable living conditions in which their clients live.

Financial Considerations:

None

Oversight/Project Responsibility:

Chief Building Official, City of Casper Fire Department - Community Risk Reduction Division, Casper Police Department, and Code Enforcement/Building Inspection Division.

Attachments:

Proposed Ordinance

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING SECTION 15.02.120 and 15.04.070 of the  
CITY OF CASPER MUNICIPAL CODE

WHEREAS, it is the desire of the governing body of the City of Casper to provide, within the City's existing Ordinance structure, a means to protect against and/or remediate STRUCTURES UNSAFE FOR HUMAN OCCUPANCY; and,

WHEREAS, the current Casper Code in Sections 15.02.010 et. seq. addresses one and two family dwellings; and,

WHEREAS, the current Casper Code in Sections 15.04.010 et. seq. addresses structures other than one and two family dwellings;

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

SECTION 1:

Section 15.02.120 of the Casper Municipal Code is created to define and control unsafe structures:

[1] **Unsafe Structures.** An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because the structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

[2] **Conditions.** Structures or existing equipment that are or hereafter become unsafe, unsanitary or deficient because of inadequate means of egress, inadequate light, ventilation, or which constitute a fire hazard, or are otherwise dangerous to human life or the public welfare, or that involve illegal or improper occupancy or hazardous maintenance as defined herein, shall be deemed unsafe. Unsafe structures shall be taken down and removed or made safe, as the building official deems necessary and as provided for in this section.

- A. Inadequate means of egress. Means a safe, continuous and unobstructed path of travel shall be provided from any point in a building or structure to the public way. Means of egress shall comply with the International Fire Code. Locked doors shall be able to be readily opened from the side from which egress is to be made without the use of keys, special knowledge or effort, except where permitted by the International Building Code. Emergency escape openings shall be maintained in accordance with the code in effect at the time of construction.
- B. Multi-Family Egress Lighting. Every common hall and stairway in residential multi-family occupancies shall be lighted at all times. Interior and exterior means of egress, stairways shall be illuminated at all times with not less than 1-foot candle at floors, landings and treads.

- C. Ventilation. Every habitable space shall be ventilated by natural or mechanical means. Natural ventilation means each habitable space shall have not less than one operable window. Mechanical ventilation requires supply and return or exhaust air be provided by approved equipment and produce equal amounts of supply and return or exhaust air. Bathrooms, toilet rooms, closets, halls, storage or utility spaces, and similar areas are not considered habitable spaces.
- D. Fire Hazard - multi-family dwellings and rental units. The required fire resistant-rated construction, including walls, fire stops, shaft enclosures, partitions, smoke barriers, floors, ceilings and sprayed fire resistant materials shall be maintained to limit the spread of fire and smoke. Existing Fire protection systems shall be inspected and maintained. Smoke alarms shall be installed and maintained in institutional and residential dwellings where required. Carbon Monoxide alarms shall be installed and maintained when applicable.
- E. Heating Facilities. Dwellings shall be provided with an approved heating appliance such as a furnace or boiler capable of maintaining a room temperature of 68 degrees Fahrenheit in all habitable rooms, bathrooms, and toilet rooms. Cooking appliances shall not be used, nor shall portable unvented fuel burning space heaters be used, as a means to provide required heating. Electrical space heaters are allowed for supplemental heat only.
- Exception: Fuel burning space heaters shall be allowed for emergency use only, until repairs are complete on the required approved heating appliance.
- F. Electrical System Hazards. Where it is found that the electrical system in a structure constitutes a hazard to the occupants or the structure by reason of inadequate service, improper fusing, insufficient receptacles and lighting outlets, improper wiring or installation, deterioration or damage, or for similar reasons, the code official shall require the defects to be corrected to eliminate the hazard.
- G. Water system. Every sink, lavatory, bathtub or shower, drinking fountain, water closet or other plumbing fixture shall be properly connected to either a public water system or to an approved private water system. Kitchen sinks, lavatories, laundry facilities, bathtubs and showers shall be supplied with hot or tempered and cold running water in accordance with the International Plumbing Code.
- H. Sanitary Drainage. Plumbing fixtures shall be properly connected to either a public sewer system or to an approved private sewage septic system. Every plumbing stack, vent, waste and sewer line shall function properly and be kept free from obstructions, leaks and defects. Prohibited: Sanitary waste shall not be collected, stored or disposed of on any property other than as referenced herein.
- I. A vacant structure that is not secured against entry shall be deemed unsafe.

[3] **Structures unfit for human occupancy.** A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is unsanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by ordinance or code, or because the location of the structure or the facility or equipment within the structure constitutes a hazard to the occupants of the structure or to the public.

[4] **Unlawful Structure.** An unlawful structure is one found whole or in part to be occupied by more persons than permitted by code, or was erected, altered or occupied contrary to law.

SECTION 2:

Section 15.04.070 – Section 105.1 is amended to read:

Section 105.1 – Structures Unsafe for Human Occupancy

[1] **Unsafe Structures.** An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because the structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

[2] **Conditions.** Structures or existing equipment that are or hereafter become unsafe, unsanitary or deficient because of inadequate means of egress, inadequate light, ventilation, or which constitute a fire hazard, or are otherwise dangerous to human life or the public welfare, or that involve illegal or improper occupancy or hazardous maintenance as defined herein, shall be deemed unsafe. Unsafe structures shall be taken down and removed or made safe, as the building official deems necessary and as provided for in this section.

- A. Inadequate means of egress. Means a safe, continuous and unobstructed path of travel shall be provided from any point in a building or structure to the public way. Means of egress shall comply with the International Fire Code. Locked doors shall be able to be readily opened from the side from which egress is to be made without the use of keys, special knowledge or effort, except where permitted by the International Building Code. Emergency escape openings shall be maintained in accordance with the code in effect at the time of construction.
- B. Multi-Family Egress Lighting. Every common hall and stairway in residential multi-family occupancies shall be lighted at all times. Interior and exterior means of egress, stairways shall be illuminated at all times with not less than 1-foot candle at floors, landings and treads.
- C. Ventilation. Every habitable space shall be ventilated by natural or mechanical means. Natural ventilation means each habitable space shall have not less than one operable window. Mechanical ventilation requires supply and return or exhaust air be provided by approved equipment and produce equal amounts of supply and return or exhaust air.

Bathrooms, toilet rooms, closets, halls, storage or utility spaces, and similar areas are not considered habitable spaces.

D. Fire Hazard - multi-family dwellings and rental units. The required fire resistant-rated construction, including walls, fire stops, shaft enclosures, partitions, smoke barriers, floors, ceilings and sprayed fire resistant materials shall be maintained to limit the spread of fire and smoke. Existing Fire protection systems shall be inspected and maintained. Smoke alarms shall be installed and maintained in institutional and residential dwellings where required. Carbon Monoxide alarms shall be installed and maintained when applicable.

E. Heating Facilities. Dwellings shall be provided with an approved heating appliance such as a furnace or boiler capable of maintaining a room temperature of 68 degrees Fahrenheit in all habitable rooms, bathrooms, and toilet rooms. Cooking appliances shall not be used, nor shall portable unvented fuel burning space heaters be used, as a means to provide required heating. Electrical space heaters are allowed for supplemental heat only.

Exception: Fuel burning space heaters shall be allowed for emergency use only, until repairs are complete on the required approved heating appliance.

F. Electrical System Hazards. Where it is found that the electrical system in a structure constitutes a hazard to the occupants or the structure by reason of inadequate service, improper fusing, insufficient receptacles and lighting outlets, improper wiring or installation, deterioration or damage, or for similar reasons, the code official shall require the defects to be corrected to eliminate the hazard.

G. Water system. Every sink, lavatory, bathtub or shower, drinking fountain, water closet or other plumbing fixture shall be properly connected to either a public water system or to an approved private water system. Kitchen sinks, lavatories, laundry facilities, bathtubs and showers shall be supplied with hot or tempered and cold running water in accordance with the International Plumbing Code.

H. Sanitary Drainage. Plumbing fixtures shall be properly connected to either a public sewer system or to an approved private sewage septic system. Every plumbing stack, vent, waste and sewer line shall function properly and be kept free from obstructions, leaks and defects. Prohibited: Sanitary waste shall not be collected, stored or disposed of on any property other than as referenced herein.

I. A vacant structure that is not secured against entry shall be deemed unsafe.

[3] **Structures unfit for human occupancy.** A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is unsanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by ordinance or code, or because the location of the structure or the



facility or equipment within the structure constitutes a hazard to the occupants of the structure or to the public.

[4] **Unlawful Structure.** An unlawful structure is one found whole or in part to be occupied by more persons than permitted by code, or was erected, altered or occupied contrary to law.

[5] **Unlawful Activity.** It shall be unlawful for any person, firm, or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use, occupy, or maintain any building or structure in the city, or cause or permit the same to be done, in violation of this code.

SECTION 3:

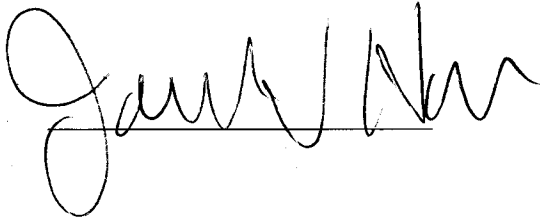
This ordinance shall be in full force and effect from and after passage on three readings and publication.

PASSED ON 1<sup>st</sup> reading the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

PASSED ON 2<sup>nd</sup> reading the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

PASSED, APPROVED, and ADOPTED on the 3<sup>rd</sup> and final reading the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING

A Municipal Corporation

\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

\_\_\_\_\_  
Steven K. Freel  
Mayor

May 1, 2020

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Liz Becher, Community Development Director *LB*  
SUBJECT: Establish Date of Public Hearing for Consideration of an Ordinance Approving a Zone Change of Lots 344 and 345, Kenwood Addition Subdivision, from R-2 (One Unit Residential) to C-2 (General Business)

Meeting Type & Date:

Regular Council Meeting, May 5, 2020

Action Type:

Establishing the Date of Public Hearing

Recommendation:

That Council, by minute action, establish May 19, 2020 as the date of public hearing for consideration of an Ordinance approving a zone change of Lots 344 and 345, Kenwood Addition Subdivision, located at the southwest corner of East 12<sup>th</sup> Street and South Melrose Street, from zoning classification R-2 (One Unit Residential) to C-2 (General Business).

Summary:

Application has been received for a requested zoning classification change of two vacant lots located at the southwest corner of East 12<sup>th</sup> Street and South Melrose Street, from zoning classification R-2 (One Unit Residential), to zoning classification C-2 (General Business). Surrounding land uses in the area include residential, commercial, and a church directly abutting the subject properties on the south. Existing zoning adjacent to the subject property is as follows:

- North – C-2 (General Business);
- South – C-2 (General Business);
- East – OB (Office Business);
- West – R-2 (One Unit Residential).

The reason given by the applicant for the requested zone change is to allow for the development of the property as a drive-thru coffee shop. The applicant has not yet developed a site plan for the property, pending the outcome of the zone change request.

Section 17.12.170 of the Casper Municipal Code requires that staff review zoning applications in the context of the approved Comprehensive Land Use Plan, and provide a recommendation to the Planning and Zoning Commission and City Council as to how the zone change is either supported, or not supported. The Generation Casper Comprehensive Plan provides a Future Land Use Plan (FLU), which is found in Chapter Four (4), on Page 4-26. The FLU is an illustrative

map that identifies the physical distribution of land uses, and forms the basis for future zoning and land use regulations. The subject property is located in an area along East 12<sup>th</sup> Street designated as a “neighborhood center.” Page 4-32 of the Plan provides general characteristics of areas designated as neighborhood centers, which typically include low-scale commercial uses and supporting multifamily residential. A rezone of the property to C-2 (General Business), and the development of the property as a small commercial coffee shop, would be in keeping with the land uses envisioned under “neighborhood centers.”

For the Commission’s reference, Section 17.68.020 of the Municipal Code is listed below to illustrate the land uses that are permitted in the proposed C-2 (General Business) zoning district.

1. Animal clinics and animal treatment centers;
2. Apartments located within a business structure;
3. Arcades/amusement centers;
4. Assisted living;
5. Automobile park, sales area or service center;
6. Automobile service stations;
7. Banks, savings and loans, and finance companies;
8. Bars, taverns, retail liquor stores, and cocktail lounges;
9. Bed and breakfast;
10. Bed and breakfast homestay;
11. Bed and breakfast inn;
12. Business, general retail;
13. Chapels and mortuaries;
14. Churches;
15. Clubs or lodges;
16. Convenience establishment, medium volume;
17. Dance studios;
18. Day care, adult;
19. Child care center;
20. Family child care center—zoning review;
21. Family child care home;
22. Family child care home—zoning review;
23. Electrical, television, radio repair shops;
24. Gaming/gambling;
25. Grocery stores;
26. Group homes;
27. Homes for the homeless (emergency shelters);
28. Hotels, motels;
29. Neighborhood groceries;
30. Offices, general and professional;
31. Pet shops;

32. Medical laboratories, clinics, health spas, rehabilitation centers, real estate brokers, insurance agents;
33. Parking garages and/or lots;
34. Parks, playgrounds, historical sites, golf courses, and other similar recreational facilities;
35. Pawn shops;
36. Personal service shops;
37. Pharmacies;
38. Printing and newspaper houses;
39. Reception centers;
40. Recreation centers;
41. **Restaurants, cafes, and coffee shops;**
42. Retail business;
43. Sundry shops and specialty shops;
44. Theaters, auditoriums, and other places of indoor assembly;
45. Thrift shops;
46. Vocational centers, medical and professional institutions;
47. Neighborhood assembly uses;
48. Regional assembly uses;
49. Branch community facilities;
50. Neighborhood grocery;
51. Conventional site-built and modular single and multifamily dwellings and "manufactured homes" meeting the definition and standards set forth in Section 17.08.010.

The Planning and Zoning Commission voted to unanimously support the zone change after a public hearing on April 16, 2020. Prior to the meeting, two (2) public comments were submitted to the Planning and Zoning Commission, one in favor, and one neutral. No public comments were submitted at the meeting. A notice of public hearing will be published in the Casper Star-Tribune advertising the City Council public hearing. All public hearings are also advertised on the Council agenda page of the City's website (casperwy.gov), and notices are mailed to all property owners within three hundred (300) feet.

Financial Considerations:

Not applicable

Oversight/Project Responsibility:

Craig Collins, AICP, City Planner, is tasked with processing zone changes

Attachments:

Location Map

# Proposed Zone Change to C-2 (General Business)



May 1, 2020

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Liz Becher, Community Development Director *LB*  
SUBJECT: Establish Date of Public Hearing for Consideration of a Vacation and Replat of Lot 1, Block 1, Cemetery Addition, to create the Gorgan Hills Addition Subdivision, comprising 31.52-acres, more or less, generally located south of West 46<sup>th</sup> Street and east of Moose Street

Meeting Type & Date:

Regular Council Meeting, May 5, 2020

Action Type:

Establishing the Date of Public Hearing

Recommendation:

That Council, by minute action, establish May 19, 2020 as the date of public hearing for consideration of an Ordinance approving a vacation and replat creating the Gorgan Hills Addition Subdivision.

Summary:

Application has been made to vacate the unimproved Cemetery Addition, located south of the Wolf Creek neighborhood, and to replat it as the Gorgan Hills Addition. The subject property comprises 31.52-acres, more or less, is currently platted as a single lot, and is zoned AG (Urban Agriculture). The proposed replat is creating six (6) newly configured lots, ranging in size from two (2) acres to 10.76-acres in size. All proposed lots have frontage/access on Moose Street along the west edge of the subdivision. The minimum lot size in the AG (Urban Agriculture) zoning district is one (1) acre, when public water and sewer is available, and two (2) acres when public water and sewer is not available. Public water will only be available to approximately 1/3 of the property involved, on the northern extent of the subdivision because of the elevation of the property in relation to the maximum elevation in which the Zone 2 water system can provide service.

For the review of this case at the Planning and Zoning Commission level, staff included two recommended conditions of approval for the Commission's consideration. Section 16.16.020 of the Municipal Code limits residential block lengths to no longer than 750 feet in length, and the first recommended condition was designed to bring the subdivision into compliance with that block length requirement by requiring the addition of multiple cross streets to the plat. The purpose of the limitation on block length in the Municipal Code is to ensure that adequate cross streets are available to provide multiple points of access, disperse traffic, accommodate future development/expansion, and provide redundant utility connection points. Moose Street, the only access to this subdivision, is over 2,000 feet in length, with no proposed cross streets through the subdivision to access the land located to the east in the future. The land to the east of the

subdivision is currently State of Wyoming Public Land, with no immediate plans to develop; however, the Summit Addition, located north east of the subject area, platted/provided two (2) points of access into the area, Whitney Drive and Camel Back Drive, in anticipation of the future need for access through the area, and in compliance with the Municipal Code. Section 16.16.020 allows the City Council to approve block lengths greater than 750 feet in length, only when justified by topography, or if shorter block lengths are not practical because of impediments such as parks, railroads or other existing physical features. The applicant has requested relief from the maximum block length requirement citing topography and cost as making the construction of the streets impractical. Although only the City Council can provide the requested relief, allowing a deviation from the Municipal Code design standards, the Planning and Zoning Commission considered the recommendation, and amended it to suggest that rather than multiple cross streets, as a compromise, the applicant only be required to construct a single-cross street, based on the low density/large lot nature of the subdivision, thereby relieving some of the burden on the applicant, and still maintaining adequate future access, per the intent of the Code.

Staff's second recommended condition of approval to the Planning and Zoning Commission was regarding Section 16.16.020(Q), which requires that all dead end streets and cul-de-sacs be less than 600 feet in length, and also requires that all dead end streets must have a turnaround at the end (cul-de-sac) with a minimum radius of fifty (50) feet. Although the Moose Street right-of-way was platted and dedicated many years ago, the replat under consideration now would trigger the requirement to bring the street up to current design standards for City streets. Again, only the City Council has the authority to provide relief from these requirements, thus allowing a dead-end road in excess of 600 feet in length without a cul-de-sac or other approved turn around at the end. At the meeting, the applicant stated that they would comply with the turnaround requirement; however, they are still requesting relief from the limitation on the maximum length of a dead-end street. The Planning and Zoning Commission agreed with staff's second recommended condition, and is forwarding it on to the Council unaltered.

Depending on the Council's decision as to whether or not to allow the applicant relief from standard City subdivision design standards, any changes or amendments to the plat should occur prior to final approval.

The Planning and Zoning Commission voted to support the vacation and replat, with two (2) recommended conditions, as amended, after a public hearing on April 16, 2020. Prior to the meeting, nine (9) written public comments were submitted to the Planning and Zoning Commission, two (2) written in favor, and seven (7) were either opposed, or had serious concerns. The majority of the concerns about the development centered around increased traffic, a single point of access, maintaining the public's access to public lands east and south of the subject property, and blowing dirt/erosion. At the meeting, two (2) citizens spoke, by telephone, in opposition to the development. A notice of public hearing will be published in the Casper Star-Tribune advertising the City Council public hearing. All public hearings are also advertised on the Council agenda page of the City's website ([casperwy.gov](http://casperwy.gov)), and notices are mailed to all property owners within three hundred (300) feet. As is standard procedure, the Planning and Zoning Commission public hearing was also

advertised in the newspaper, mailings went out by First Class Mail to property owners within three hundred (300) feet, and a public notice sign was placed on the property.

Financial Considerations:

Not applicable

Oversight/Project Responsibility:

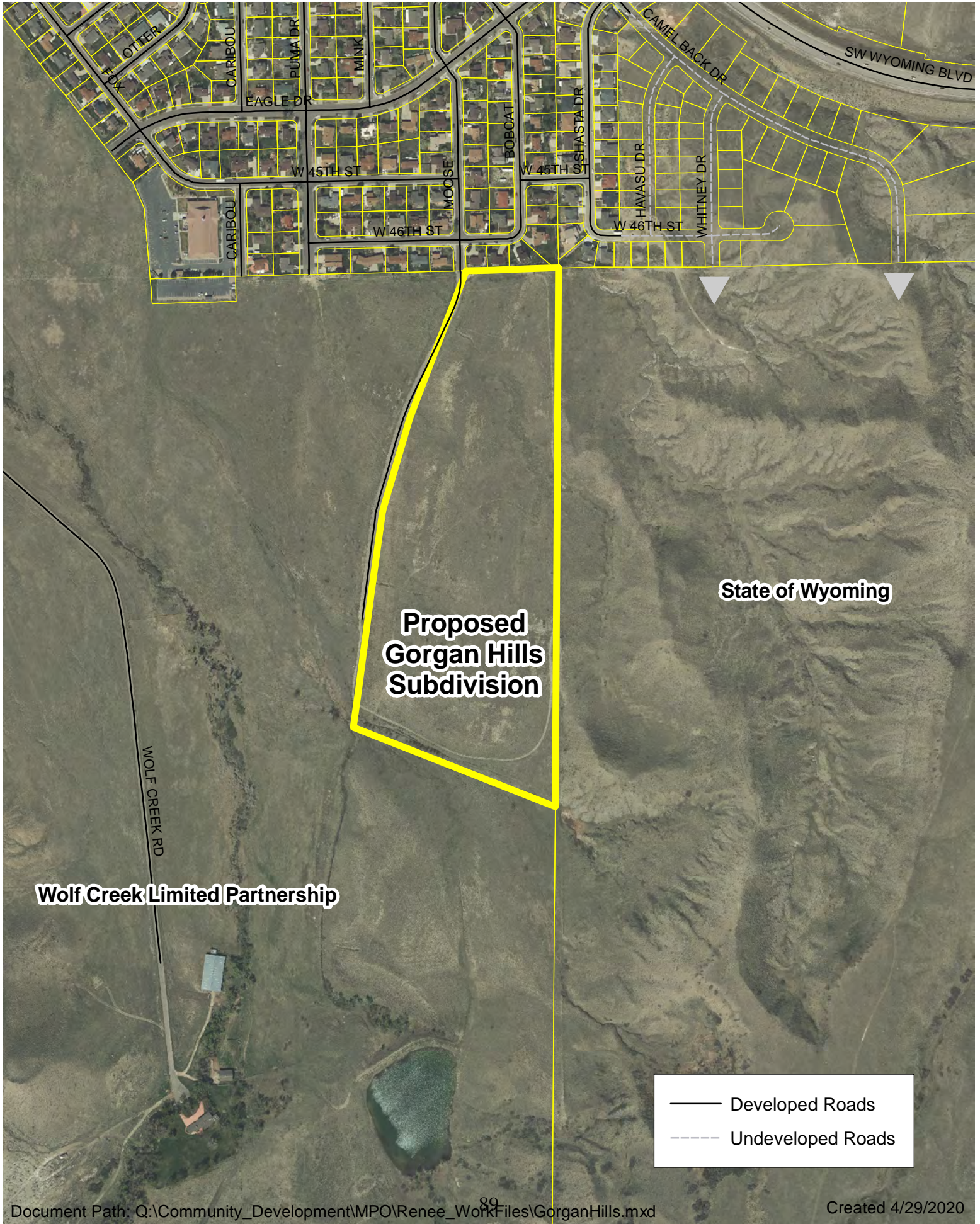
Craig Collins, AICP, City Planner, is tasked with processing zone changes

Attachments:

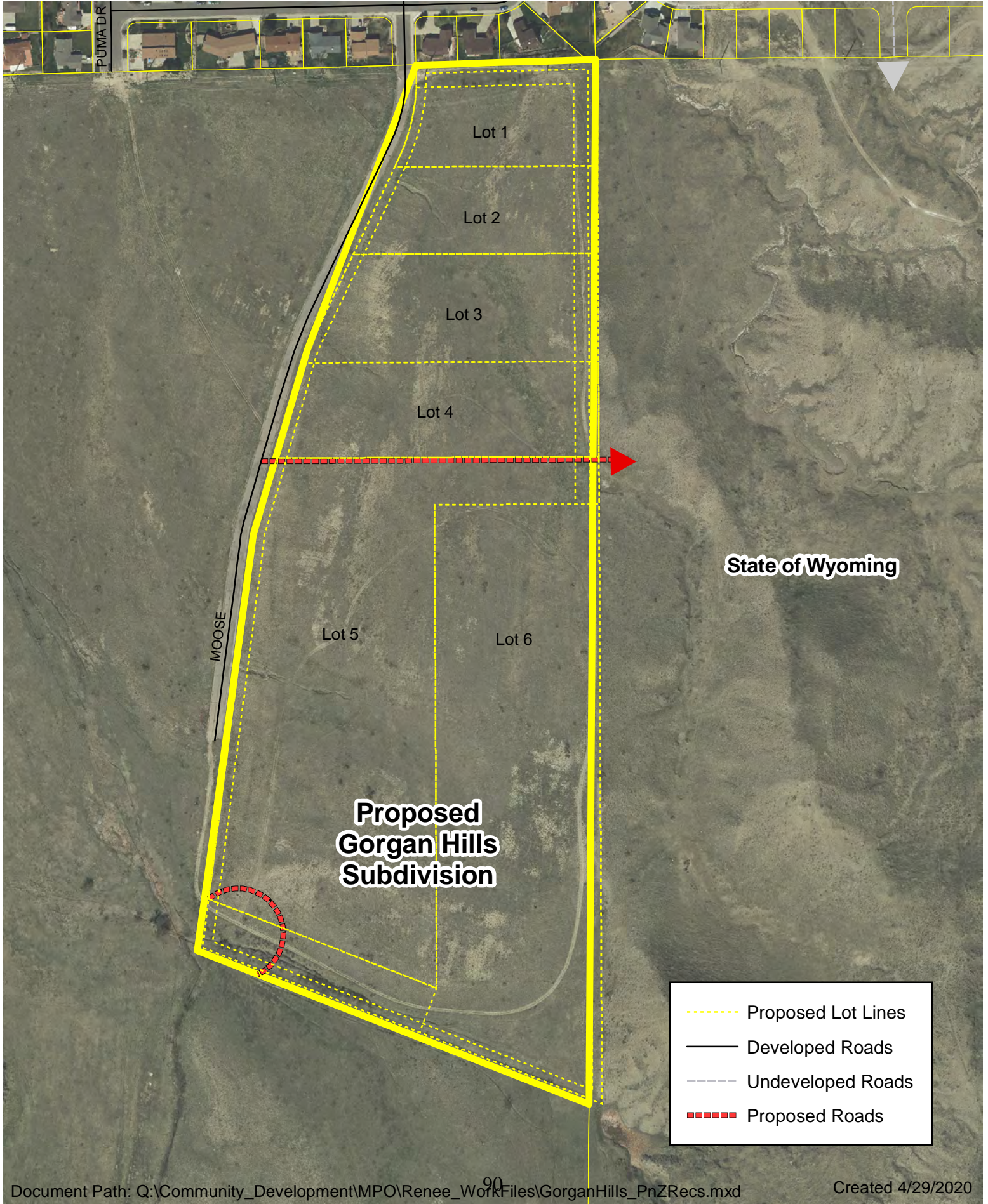
Location Map




# Proposed Gorgan Hills Subdivision




# Proposed Gorgan Hills Subdivision Planning and Zoning Commission Recommendations



April 27, 2020

MEMO TO: J. Carter Napier, City Manager 

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

SUBJECT: Establish May 19, 2020, as the Public Hearing Date for a New Restaurant Liquor License No. 44 for Occasions by Cory, LLC, d/b/a Occasions Entertainment Group, Located at 303 South Wolcott Street.

Meeting Type & Date  
Regular Council Meeting  
May 5, 2020

Action type  
Establish Public Hearing  
Minute Action

Recommendation  
That Council, by minute action, establish May 19, 2020 as the Public Hearing date for a new restaurant liquor license No. 44 for Occasions by Cory, LLC, d/b/a Occasions Entertainment Group, located at 303 South Wolcott Street.

Summary  
An application has been received requesting a new restaurant liquor license, No. 44, for Occasions by Cory, LLC, d/b/a Occasions Entertainment Group, located at 303 South Wolcott Street.

The applicant is aware of the amendments to the City of Casper municipal code regarding operating days and hours for restaurant liquor license holders. If the amendments are approved, the applicant will comply with the new requirements.

The State of Wyoming Liquor Division will duly review the application. The City of Casper Fire-EMS Department, City of Casper Community Development Department, and Natrona County Health Department will review this business and address to ensure compliance with local codes and ordinances.

As required by Municipal Code 05.08.080, a notice will be published in a local newspaper once a week for two consecutive weeks. As required by State Statute 12-4-104(a) it will be advertised on the City's website ([www.casperwy.gov](http://www.casperwy.gov)).

Financial Considerations  
No Financial Considerations

Oversight/Project Responsibility  
Carla Mills-Laatsch, Licensing Specialist

Attachments  
None

April 22, 2020

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Liz Becher, Community Development Director *LB*  
SUBJECT: Public Hearing for Consideration of a Text Amendment to Chapter 8.40 of the Casper Municipal Code, Pertaining to Litter Control

Meeting Type & Date:

Regular Council Meeting, May 5, 2020

Action Type:

Public Hearing and First Reading on Ordinance

Recommendation:

That Council, by ordinance, approve a Municipal Code text amendment to Chapter 8.40 of the Casper Municipal Code, pertaining to "Litter Control."

Summary:

As per previous discussion between the Community Development Department and the City Council in response to concerns raised by a citizen on 3/3/2020 regarding mitigation of blowing trash and debris from construction sites, a Municipal Code text amendment is being presented to Council.

Section 8.40.050 of the Municipal Code addresses the disposal of trash and construction debris on construction and demolition sites/projects. The current requirements mandate that contractors have on-site containers for the disposal of litter; however, there is no current requirement that the containers be covered to prevent wind from blowing the trash and debris out of the container. The proposed amendment would mandate that all on site refuse containers at construction and demolition sites have covers.

City Council discussed the proposed text amendment in a public work session, as well as a pre-meeting, and directed staff to proceed with the change.

Financial Considerations:

Not applicable.

Oversight/Project Responsibility:

The Code Enforcement and Building Divisions will be responsible for enforcement.

Attachments:

Ordinance

ORDINANCE NO. 11-20

AN ORDINANCE AMENDING CHAPTER 8.40 OF THE  
CASPER MUNICIPAL CODE, PERTAINING TO LITTER  
CONTROL

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

SECTION 1:

That Section 8.40.050 of the Casper Municipal Code is hereby amended to add the language identified in bold/capital letters, to read as follows:

8.40.050 Construction and Demolition Projects

- A. It is unlawful for the owner, agent or contractor in charge of any construction or demolition site to cause, maintain, permit or allow to be caused, maintained or permitted the accumulation, other than as restricted by subsection (B) of this section, of any litter on the site within thirty days prior to the commencement of construction or demolition, or during or within thirty days after completion of the construction or demolition project.
- B. The owner, agent or contractor shall have and maintain on the site containers, **WITH COVERS**, for the disposal of litter that meet standards prescribed by Chapter 8.32 of this code and shall make appropriate arrangements for the collection thereof or shall transport the same by himself or his agent or employee to an authorized facility for final disposition.

SECTION 2:

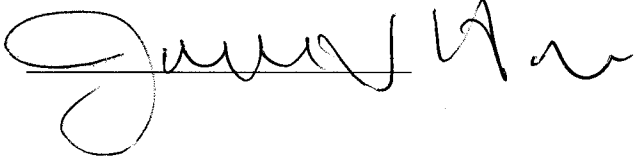
This ordinance shall be in full force and effect from and after passage on three readings and publication.

PASSED ON 1<sup>st</sup> reading the \_\_\_\_\_ day of \_\_\_\_\_, 2020,

PASSED ON 2<sup>nd</sup> reading the \_\_\_\_\_ day of \_\_\_\_\_, 2020,

PASSED, APPROVED, and ADOPTED on 3<sup>rd</sup> and final reading the  
\_\_\_\_\_ day of \_\_\_\_\_, 2020.

APPROVED AS TO FORM:



ATTEST:

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Fleur Tremel  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation:

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Steven K. Freel  
Mayor

ORDINANCE NO.8-20

AN ORDINANCE CREATING CITY OF CASPER, WYOMING, LOCAL ASSESSMENT DISTRICT NO. 157 (HEREINAFTER CALLED THE "DISTRICT"); ORDERING THE CONSTRUCTION OF IMPROVEMENTS THEREIN; DESCRIBING THE SAME, DIRECTING THE PREPARATION OF PLANS AND SPECIFICATIONS THEREFOR; PROVIDING FOR THE PUBLICATION OF NOTICE TO CONTRACTORS; FIXING THE BOUNDARIES OF SAID DISTRICT; RATIFYING ACTION PREVIOUSLY TAKEN; AND, PRESCRIBING DETAILS IN CONNECTION WITH SAID DISTRICT.

WHEREAS, pursuant to Chapter 6, Title 15, Wyoming Statutes, 1977, as amended, on the 3<sup>rd</sup> day of March, 2020, the City Council (hereinafter called the "Council") of the City of Casper, Wyoming, (hereinafter called the "City") adopted a resolution declaring the intention of said Council to establish the City of Casper, Wyoming, Local Assessment District No. 157, to authorize the construction of certain local improvements therein, and to assess the cost or portion thereof of the local improvements on the property benefited thereby; and,

WHEREAS, said resolution was duly mailed and published as a notice, affidavits of such mailing and publication being now on file in the Office of the City Clerk; and,

WHEREAS, in response to said notice, no written remonstrances were filed against the proposed improvements; and,

WHEREAS, a public hearing shall be held on the first reading of this ordinance, April 7<sup>th</sup>, 2020.

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

Section 1. Creation of District.

That there be, and there hereby is created and established within the corporate limits of the City of Casper, Wyoming, a local improvement district for the purpose of making certain local improvements consisting of asphaltic concrete pavement, combined curb, gutter, and sidewalk (hereinafter called "curbwalk"), valley gutters, and work incidental thereto, on the streets and intersections hereinafter designated, and, to assess the cost thereof (except as hereinafter provided) on the property benefited thereby and included within the Local Assessment District herein described.

Section 2. Name of District.

The Council has determined and does hereby determine that:

--1--



- A. The Local Assessment District herein described, as such might hereinafter be modified, shall be known as the "City of Casper, Wyoming, Local Assessment District No. 157";

Section 3. Location of Asphaltic Concrete, Curbwalk, Water Line, Storm Drainage Line, and Sanitary Sewer Line Improvements.

The City hereby establishes infrastructure improvements for the following named streets and intersections within the District, as such as set forth on the official plats of the subdivisions or additions in said City, now on file and of record, as shown in more detail in said preliminary plans, as follows:

LOCATION OF STREET PAVING, CURBWALK, AND VALLEY GUTTER IMPROVEMENTS

	<u>STREET</u>	<u>WIDTH</u>	<u>PROPOSED IMPROVEMENT</u>
1.	Arrowhead Road	36.0'	Asphaltic Concrete Pavement
2.	Jade Avenue	36.0'	Asphaltic Concrete Pavement

Section 4. Description of Paving Improvements.

The character, kind, and extent of the asphaltic concrete pavement improvements shall be as follows:

- A. All streets as denoted in Section 3 shall include installation of a sub-base aggregate base course, a plant mix bituminous base, tack coat, and a plant mix pavement surface course, in accordance with approved City Standards. The work shall include all necessary removal, excavation, filling, grading, and replacement to design elevations and appurtenant work.

Section 5. Description of Curbwalk and Valley Gutter Improvements.

Curbwalk and valley gutter improvements shall consist of Portland Cement concrete in accordance with approved City Standards. The construction of curbwalk and valley gutter shall include all necessary removal, excavation, filling, grading, and replacement to design elevations and appurtenant work.

Section 6. Boundaries of the District.

It is proposed to create the District, the boundaries of which lie entirely within the City of Casper, as follows:

Jimsville Addition	Lot 22, Block B;
Divide Addition	Lots 1, Block C; Lot 9, Block D;
E D C Addition	Block A, excluding 135 square foot parcel in northwest corner

### Section 7. Estimated Costs.

The City of Casper has agreed to design the improvements in-house. With the exception of the installation of curbside, city crews will construct the remainder of the improvements. The properties will be assessed the full cost for a contractor to install the curbside and only the material cost for the remainder of the improvements.

The estimated total costs for the total improvement project (including, but not limited to, all incidental improvements or work) are as follows:

1. The estimated contract price for installation of curbside is \$ 37,500.
2. The estimated material cost of the remainder of the improvements is \$ 34,720.
3. The estimated total cost of the total improvement project is \$ 72,220.
4. The estimated assessable costs for each foot of frontage are as follows:
  - a. All Improvements \$96.29 per lineal foot.
5. The estimated project cost of the Local Assessment District is \$72,220 which includes all improvements.

The City Council shall accept no bids or combination of bids, which shall exceed by more than ten percent (10%) of the aforesaid curbside estimate of the contract price unless approved by the property owners, subject to a special assessment.

### Section 8. Direction to Engineer to Proceed.

The City Engineer is hereby directed and authorized, immediately upon the passage of this Ordinance, to prepare and file with the City Clerk final plans, specifications, and the estimated cost of said improvements, which plans, specifications, and estimated cost shall show in detail the work to be done, the quantities of materials to be handled and the estimated cost of said improvements, which plans, specifications, and estimated cost shall be hereafter approved by the Council, by resolution.

It is hereby determined and ordered, that such improvements shall be made as soon as practical. Immediately after the approval of said plans and specifications, the City Clerk shall call for bids for the making of said improvements, by publishing notice in at least one issue of a newspaper published and of general circulation within the City of Casper, which notice shall be substantially in agreement with the provisions of Wyoming Statutes, 1977, as amended, and this Ordinance.

Section 9. Maintenance of Improvements.

The maintenance of the proposed improvements after their acceptance by the City on said streets, intersections, and parts thereof, shall not be included in the construction contract or contracts, and there shall be no charges for such maintenance included in the assessments for the proposed improvements; provided, however, that nothing herein shall be construed to preclude provision in the contract or contracts relating to the guarantee of improvements thereunder.

Section 10. Ratification.

All action heretofore taken by the City and officers thereof, directed toward the creation of the City of Casper, Wyoming, Local Assessment District No. 157, the improvement of property therein and the levy of assessments therefor, be, and the same hereby is, ratified, approved, and confirmed.

Section 11. Severability.

If any section, paragraph, clause, or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 12. Repealer.

All orders, bylaws, resolutions, and ordinances, or parts thereof, in conflict with this Ordinance are hereby repealed to the extent of such inconsistency.

Section 13. Authorization of Officers and Employees.

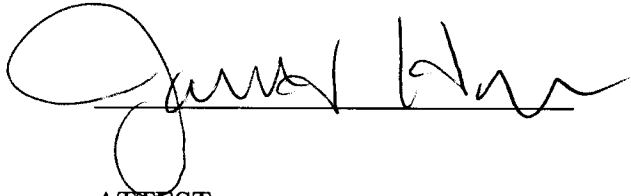
The officers and employees of the City are hereby authorized and directed to take all action necessary and appropriate to effectuate the provisions of this Ordinance.

PASSED on 1st reading the 7<sup>th</sup> day of April, 2020.

PASSED on 2nd reading the 21<sup>st</sup> day of April, 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', is written over a horizontal line.

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

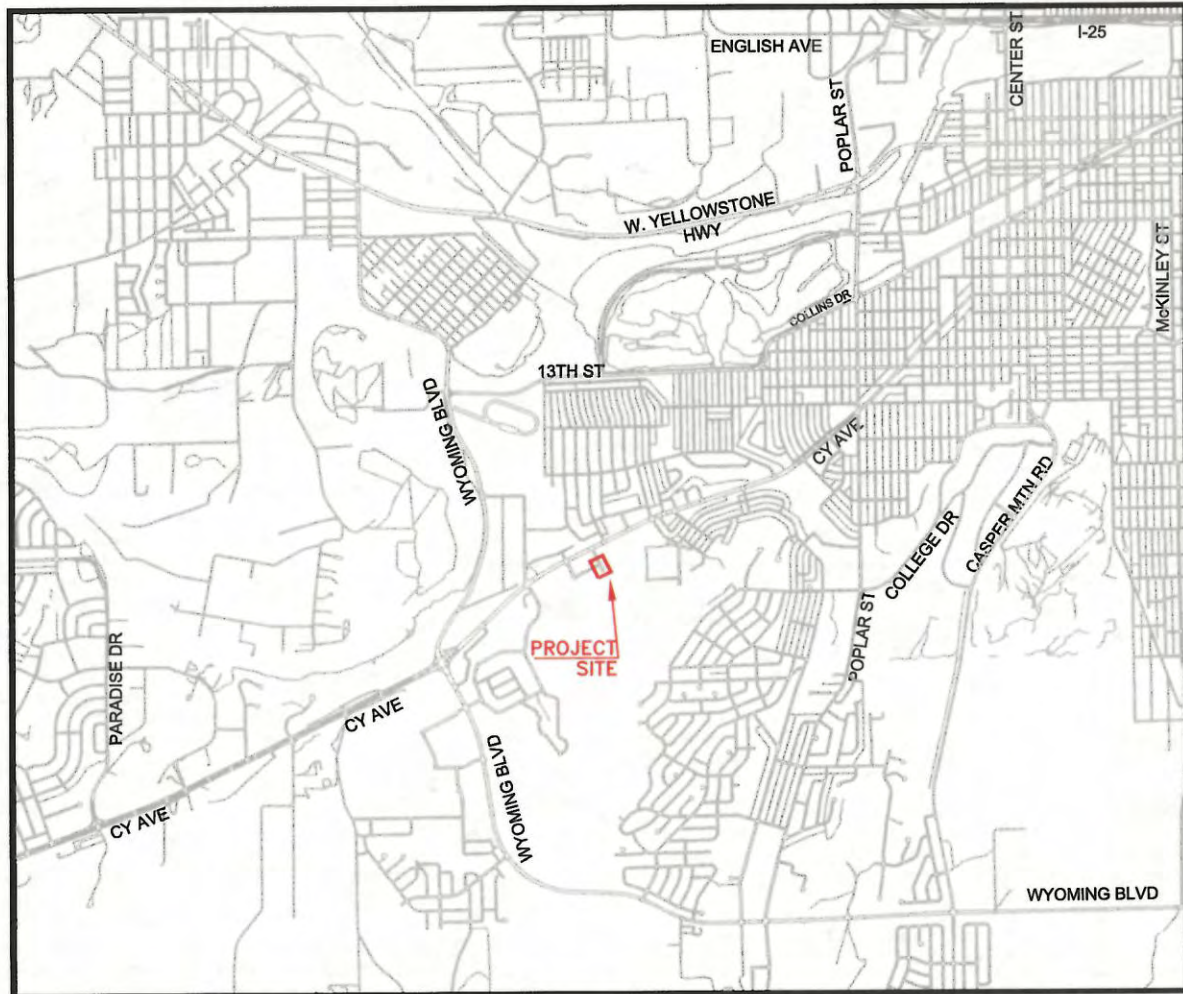
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Fleur Tremel  
City Clerk

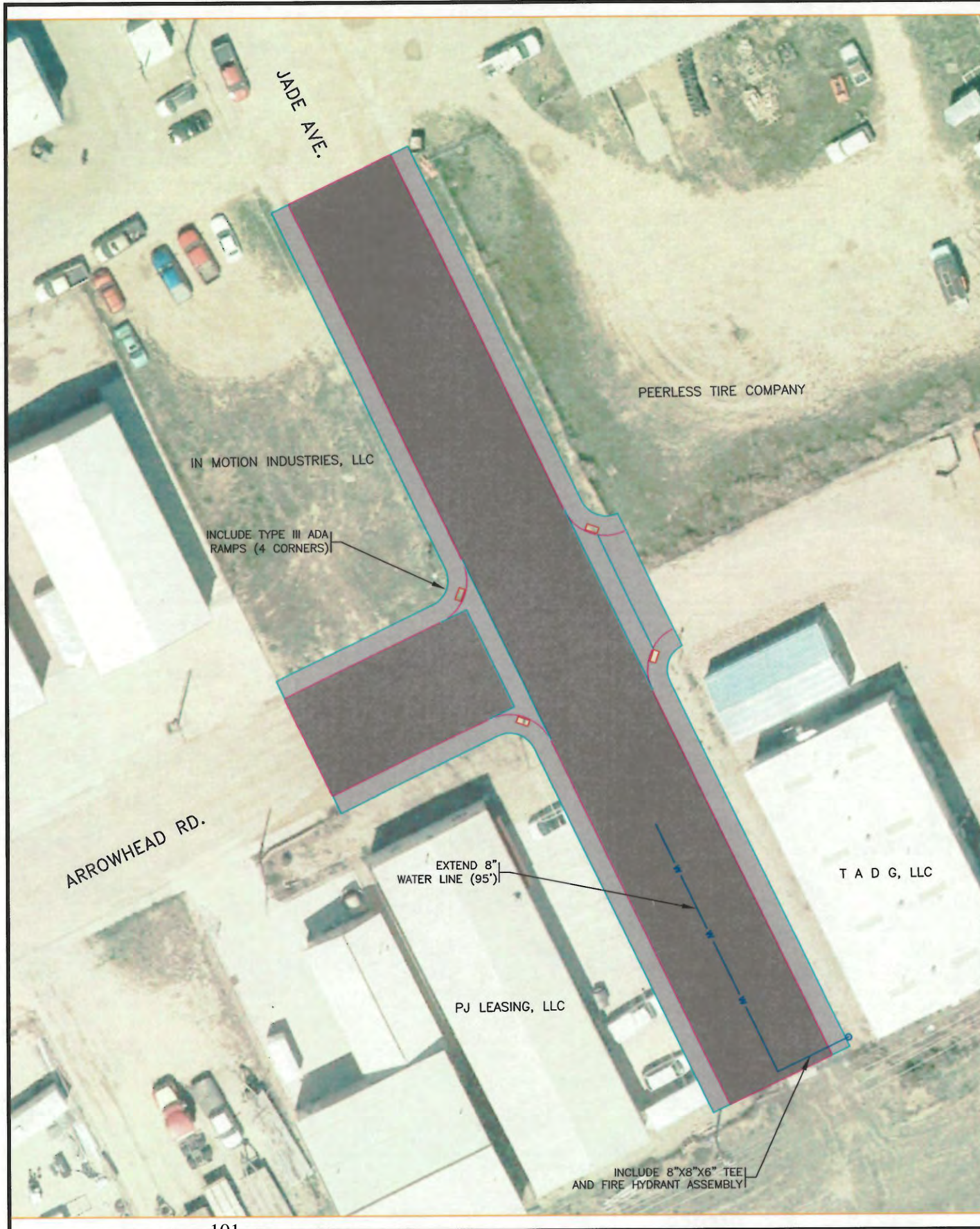
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Steven K. Freel  
Mayor

--5--



**VICINITY MAP - WEST CASPER**  
SCALE: 1" = 4000'



Sheet Title

**PRELIMINARY SITE PLAN  
ARROWHEAD RD. LAD  
ARROWHEAD & JADE**

THIS DRAWING IS SET UP FOR PRINTING & SCALING ON 11"x17" PAPER SIZE ONLY.

AB	As-Built Drawings	9/10/18
No.	Revision/Issue	Date

**CITY OF CASPER  
ENGINEERING  
200 N. DAVID  
CASPER, WY  
82601**

**2019  
ARROWHEAD  
ROAD  
LAD**

**CASPER, WY  
PROJECT NO.  
19-XXX**

Date	10/31/19	Sheet
Drawn	SRB	<b>SP</b>
Scale	1" = 120'	

ORDINANCE NO. 10-20

AN ORDINANCE AMENDING CHAPTER 17.68 OF THE CASPER MUNICIPAL CODE, PERTAINING TO GAMING/GAMBLING IN THE C-4 (HIGHWAY BUSINESS) ZONING DISTRICT.

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

SECTION 1:

That Section 17.76.020 of the Casper Municipal Code is hereby amended to add "Gaming/Gambling," alphabetically, as a permitted use in the C-4 (Highway Business) zoning district, and renumber the section, as follows:

17.76.020 - Permitted uses.

Except as otherwise provided, no new building, structure, or land use shall be permitted in the C-4 district, except:

1. Animal shelters, animal clinics, and animal boarding and treatment centers;
2. Assembly of devices or instruments, or packaging of products from previously prepared materials;
3. Automobile parks;
4. Automobile sales and repair areas and shops;
5. Automobile service stations, automobile service centers, and public garages;
6. Bed and breakfast;
7. Bed and breakfast homestay;
8. Bed and breakfast inn;
9. Builders' supply yards;
10. Churches;
11. Clubs and lodges;
12. Commercial dairies (excluding dairy farms);
13. Commercial laundries;
14. Convenience establishment, high volume;
15. Dance studios;
16. Day-care, adult;
17. Child care center;
18. Family child care center - zoning review;
19. Family child care home;
20. Family child care home - zoning review;
21. Drive-in/through facilities such as restaurants, package liquors, branch banks, etc.;
22. Farm implement sales and service;
23. Frozen food lockers;

24. Gaming/gambling
25. Greenhouses;
26. Grocery stores;
27. Group homes;
28. Heliports;
29. Homes for the homeless (emergency shelters);
30. Hotels, motels;
31. Kennels;
32. Manufactured home (mobile) sales;
33. Medical laboratories, clinics, health spas, rehabilitation centers, real estate brokers, insurance agents, and public health facilities;
34. Nurseries;
35. Offices, general and professional;
36. Parks, playgrounds, historical sites, golf courses, and other similar recreational facilities;
37. Pawn shops;
38. Personal service shops;
39. Pet supplies;
40. Plumbing, welding, electrical supply, service shops, and fabrication shops;
41. Printing and newspaper houses;
42. Public utility and public service installations and facilities, including repair and storage facilities;
43. Radio and television stations, including transmitting and receiving towers;
44. Recreation centers, restaurants, cafes, coffee shops, and retail business;
45. Retail businesses;
46. Sale barns;
47. Trade or business schools;
48. Transportation depots;
49. Truck/car stops;
50. Warehouses, indoor and outdoor storage.
51. Sexually oriented businesses, pursuant to all regulations set forth in Section 9.24.110 of the municipal code;
52. Neighborhood assembly uses;
53. Regional assembly uses;
54. Branch community facilities;
55. Neighborhood grocery.

## SECTION 2:

That Section 17.76.040 of the Casper Municipal Code is hereby amended to remove the strikethrough text, and renumber the section as follows:

17.76.040 - Conditional uses.

The following are conditional uses in the C-4 district:

- A. ~~Gaming/gambling; provided said use is located in excess of three hundred feet from any school or church use;~~
- B.A. Parking lots;
- C.B. Recycling businesses;
- D.C. Other compatible uses, as determined by the commission.

**SECTION 3:**

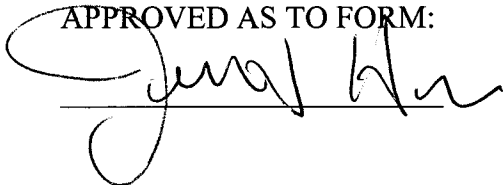
This ordinance shall be in full force and effect from and after passage on three readings and publication.

PASSED ON 1<sup>st</sup> reading the 21<sup>st</sup> day of April, 2020,

PASSED ON 2<sup>nd</sup> reading the \_\_\_\_\_ day of \_\_\_\_\_, 2020,

PASSED, APPROVED, and ADOPTED on 3<sup>rd</sup> 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



May 1, 2020

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

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

SUBJECT: Approving Amendments to the Liquor License Code Sections 5.08.010, 5.08.050, 5.08.080, 5.08.100, 5.08.105, 5.08.130, 5.08.140, 5.08.150, 5.08.280, 5.08.340, 5.08.480, 5.08.530 and 5.08.535.

Meeting Type & Date  
Regular Council Meeting  
May 5, 2020

Action type  
First Reading  
Public Hearing

Recommendation  
That Council, by ordinance, review and adopt as appropriate amendments to the Casper Municipal Code Sections within Chapter 5.08 addressing liquor licenses and open container permits.

Summary  
At the work session on March 26, 2020, staff presented suggested changes to the ordinance regarding liquor license renewals, catering permits, special malt beverage permit,<sup>1</sup> malt beverage permits, and relaxing the open container permit requirements during the summer months.

Each year the liquor licenses dealers have to renew their license per code section 5.08.080 (F). Every year several liquor license holders turn their application for renewal in late. Council leadership asked staff to set a date that renewals would be due yearly. The deadline for renewals is included in the proposal and the proposed deadline is the 2nd Monday in December of each year. Additionally, the proposed amendments have established fees for renewals that are late. Renewals that are not submitted within 10 days of the deadline shall be deemed abandoned and will not be eligible for renewal and will revert back to the City at the end of the current license year.

The Ordinance amendments also change requirements for special malt beverage permits. Previously, in order to qualify for such a permit, the locations were limited to public auditoriums, civic centers, or events centers; additionally, the facility needed to be owned by the city, or the county, and contain meeting rooms, and kitchen facilities. There was an attendance capacity requirement, for no less than five thousand persons. The proposed changes are the location would be public auditorium, civic centers, and events centers owned by the city, county, the state or the DDA, which has an attendance capacity for no less than four hundred persons. (see endnote no. 1)

Another proposed amendment creates more flexible open container options during the summer months. Several liquor dealers felt the original option for a less restrictive area, from 1<sup>st</sup> Street to Collins Street as the north and south boundaries, and Kimball Street to Walnut Street as the east and west boundaries was too big. One councilmen felt the area overly favored the downtown businesses and requested an option that would incorporate the City. Proposed amendments to the Ordinance for your consideration are: A. the original; B. decreased western boundary, and C. City wide. At this point the Ordinance proposes that the open container requirements shall be determined by Council resolution.

Other changes to the liquor license ordinance include the removal of the 5.08.280 ordinance that addresses sales by drugstores, and the addition of a manufacturer to apply for an off-premise permit to sell their product at meetings, conventions, private parties, dinners, and other similar gatherings to promote their product. Another expansion of state law permits a microbrewery to obtain a 24-hour malt beverage permit to attend an event and sell or market its malt beverages.

At the April 21, 2020 Council Meeting, City Council tabled the proposed Ordinance to a date certain.

The other major concern raised by the liquor dealers was the definition of “Operational.” The license owners were concerned about the inability to modify their business plans, anything from shutting down for two slow months e.g. January and February to modification of a business plan, perhaps from a restaurant-bar concept to just a four night a week “club” concept.

Again, attached are three options to modify the Ordinance’s current language; No. 1 maintaining the existing code language e.g. no change; No. 2 broad language references the “sale over the course of the license term to the general public...”, and No. 3 the current ordinance language, but with the addition of a permitted opt out, with a public hearing and decision by council to permit or not, the request for an exception by resolution after the public hearing.

Finally, the issue of insurance has been raised as an impediment or prohibition to the expanded open container area concept.

#### Financial Considerations

Small loss of revenue with relaxed open container permits. We will only require one person to apply for a liquor permit and open container. Usually, as many as 4-6 would apply. Liquor permits are \$50 per permit. The City would receive additional revenue if renewal applications are late. Currently, there is not a charge if the application is late. The City would receive additional revenue for any new Special Malt Beverage permits issued, but would lose the fees that would be received from all the regular malt beverage that would have been pulled.

#### Oversight/Project Responsibility

John Henley, City Attorney (Ordinance Amendments)  
Carla Mills-Laatsch, Licensing Specialist

#### Attachments

Proposed Ordinance to amend and adopt modifications to Code Sections 5.08.010, 5.08.050, 5.08.080, 5.08.100, 5.08.105, 5.08,130, 5.08.140, 5.08.150, 5.08.280, 5.08.480, 5.08.530 and 5.08.535 as amended.

Open Container Area Map. Original Boundaries

Proposed amendment to allow non-profits to apply for a special malt beverage permit if they meet the basic requirements.

Comparative Fee Matrix.

Proposed amendments A-C Open Container.

Proposed amendments 1-3 "Operational."

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<sup>i</sup> The liquor Division indicated that a special malt beverage permit need not be limited to government owned properties. Other communities have issued Special Malt beverages permits to non-profits where the nonprofit owns an auditorium, civic center or events center that is used for public gathering so long as the other requirements for the issuance of a special malt beverage permit are met. Attached is an option for amending 5.08.130 so that a 501(c) (3) non-profit may also be eligible to apply for a "special malt beverage permit."

ORDINANCE NO. 9-20

AN ORDINANCE UPDATING AND AMENDING SECTIONS 5.08.010, 5.08.050, 5.08.080, 5.08.100, 5.08.105, 5.08.130, 5.08.140, 5.08.150, 5.08.280, 5.08.340, 5.08.480, 5.08.530, and 5.08.535 OF THE CASPER MUNICIPAL CODE

- 5.08.010 - Definitions. Page 2
- 5.08.050 – License application – Contents and fees., Page 5
- 5.08.080 - License application—Notice, hearing and appeals procedure. Page 7
- 5.08.100 Microbrewery and winery permits; authorized; conditions; dual permits and licenses; satellite winery permits; direct shipment of wine; fees, Page 9
- 5.08.105 – Manufacturing and rectifying. Page 15
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- 5.08.140 - Malt beverage and catering permits for public events. Page 17
- 5.08.150 - License holder restrictions. Page 20
- 5.08.280 – Repealed Page 21 (drugstores)
- 5.08.340 - Bar and grill liquor license issuance, council authority, criteria and restrictions. P.21
- 5.08.480 - Open container restrictions. Page 23
- 5.08.530 – Violation/Enforcement. Page 24
- 5.08.535 - Licensure Considerations and Administrative Fees Page 24

WHEREAS, the current Casper Municipal Code regarding alcohol beverages requires updating from time to time; and,

WHEREAS, authority is granted to cities and towns by W.S. 15-1-103(a) (iv), (xiii) and (xli) to adopt ordinances and regulations for the health, welfare, and safety of the city and to license and regulate business activities within the City for the health, safety, and welfare of its citizens; and,

WHEREAS, the governing bodies of cities and towns may perform all acts in relation to the property and concerns of the city or town necessary to the exercise of its corporate powers; and,

WHEREAS, the City Council of Casper, has recently authorized the renewal of numerous liquor licenses, notwithstanding that some of the licenses are in essence parked or not being used as intended; and,

WHEREAS, incorporated cities, towns and counties within Wyoming are the entities which are charged with licensing, regulating and prohibiting the retail sale of alcoholic and malt beverages within their jurisdictions (Wyo. Stat. §12-4-101(a)); and,

WHEREAS, pursuant to state law, liquor licenses are to be operational within one (1) year after license issuance or transfer and remain operational thereafter (Wyo. Stat. §12-4-103 (a)(iv)); and,

WHEREAS, "remains operational" means operational consecutively, in any license term year, for twelve (12) months unless the license was issued for a seasonal operation (Wyo. Stat. §12-4-103(a)(iv); and,

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the following sections of Chapter 5.08 of the Casper Municipal Code are hereby updated and amended as follows:

#### 5.08.010 - Definitions.

As used in this chapter:

1. "Alcoholic liquor" means any spirituous or fermented fluid, substance or compound other than malt beverage, intended for beverage purposes, which contains **at least more than** one-half of one percent of alcohol by volume. **As used in this paragraph, "beverage" does not include liquid filled candies containing less than six and one quarter percent of alcohol by volume.**
2. "Bar and grill liquor license" means the authority under which a licensee is permitted to sell alcoholic liquor or malt beverages for consumption on the premises owned or leased by the licensee, and is subject to the limitations hereinafter provided.
3. "Barrel" is a unit of liquid measure equal to thirty-one- U.S. gallons.
4. **"Brewery" means a commercial enterprise at a single location producing more than fifty thousand barrels per year of malt beverage.**
- 4.5. "Building" means a roofed and walled structure built or set in place for permanent use.
- 5.6. "Club" means any of the following organizations:
  - a. A post, charter, camp or other local unit composed only of veterans and its duly organized auxiliary, chartered by the Congress of the United States for patriotic, fraternal or benevolent purposes and, as the owner, lessee or occupant, operates an establishment for these purposes within the state;
  - b. A chapter, lodge or other local unit of an American national fraternal organization and, as the owner, lessee or occupant, operates an establishment for fraternal purposes within the state. As used in this subdivision, an American fraternal organization means an organization actively operating in not less than thirty-six states or having been in active continuous existence for not less than twenty years, but does not mean a college fraternity;
  - c. A hall or building association of a local unit specified in subdivisions a and b of this subsection, of which all of the capital stock is owned by the local unit or its members, operating clubroom facilities for the local unit;

- d. A golf club having more than fifty bona fide members and owning, maintaining or operating a bona fide golf course together with a clubhouse;
- e. A social club with more than one hundred bona fide members who are residents of the county in which it is located, owning, maintaining or operating club quarters, incorporated and operating solely as a nonprofit corporation under the laws of this state and qualified as a tax exempt organization under the Internal Revenue Service Code and having been continuously operating for a period of not less than one year. The club shall have had during this one-year period a bona fide membership paying dues of at least twenty-five dollars per year as recorded by the secretary of the club, quarterly meetings, and an actively engaged membership carrying out the objects of the club. A social club shall, upon applying for a license, file with the licensing authority and the ~~division~~ commission a true copy of its bylaws and shall further, upon applying for a renewal of its license, file with the licensing authority and the ~~commission~~ division a detailed statement of its activities during the preceding year which were undertaken or furthered in pursuit of the objects of the club together with an itemized statement of amounts expended for such activities. Club members, at the time of application for a limited retail liquor license pursuant to this chapter, shall be in good standing by having paid at least one full year in dues;
- f. Club does not mean college fraternities or labor unions.

~~6.7.~~ "Conviction" shall mean a finding of guilty, the entry of a guilty or no contest plea, or the entry of a guilty or no contest plea as part of a deferred sentence in any court.

~~7.8.~~ "Division" means the Wyoming Liquor Division.

~~"Drugstore" means space in a building maintained, advertised and held out to the public as a place where drugs and medicines are sold and prescriptions compounded and where a registered pharmacist is regularly employed.~~

~~8.9.~~ "Industry representative" means and includes all wholesalers, manufacturers, rectifiers, distillers and breweries dealing in alcoholic liquor or malt beverage, and proscriptions under their conduct includes conduct by a subsidiary, affiliate, officer, director, employee, agent, broker or any firm member of such entity.

~~9.10.~~ "Intoxicating liquor," "alcoholic liquor," "alcoholic beverage" and "spirituous liquor" are construed as synonymous in meaning and definition.

~~10.11.~~ "Licensee" means a person holding a:

- a. Retail liquor license;
- b. Limited retail liquor license;
- c. Resort liquor license;
- d. Malt beverage permit;
- e. Restaurant liquor license;
- f. Catering permit;
- g. Special malt beverage permit; or

- h. Bar and grill liquor license;
- i. Manufacturer's license-granted by the Wyoming Liquor Division and a City issued satellite manufacturer's permit.

**j. Microbrewery and/or winery permits.**

- ~~11.12.~~ "Limited retail liquor license" means a license issued as hereinafter provided to a bona fide fraternal club.
- ~~12.13.~~ "Malt beverage" means any fluid, substance or compound intended for beverage purposes manufactured from malt, wholly or in part, or from any substitute therefor, containing at least one-half of one percent of alcohol by volume.
- ~~13.14.~~ "Malt beverage permit" means the **authorization authority** under which the licensee is permitted to sell malt beverages only.
- ~~14.15.~~ "Manufacture" or "manufactures" means distilling or rectifying and bottling or packaging any spirituous fluid, substance or compound intended for beverage purposes which contains at least one-half of one percent alcohol by volume;
- ~~15.16.~~ "Microbrewery" is a commercial enterprise as defined by Wyoming Statute Section 12-1-101(a)(~~xix~~).
- ~~16.17.~~ ~~"Operational" means offering for sale to the general public alcoholic liquor and malt beverages as authorized under a license or permit issued under this title for not less than three consecutive months during any calendar year. —~~ **"Operational", for nongovernmental owned properties, means offering for sale on an ongoing weekly basis for twelve (12) months per year during the license term year to the general public, alcohol and malt beverages as authorized, and as stated herein excluding periods of time where government issued community public health orders restrict the licensee's business operations.**
- ~~17.18.~~ "Original package" means any receptacle or container used or labeled by the manufacturer of the substance, containing any alcoholic liquors or malt beverages.
- ~~18.19.~~ "Person" includes an individual person, partnership, corporation, limited liability company or association.
- ~~19.20.~~ "Resident" means a domiciled resident and citizen of Wyoming for a period of not less than one year who has not claimed residency elsewhere for any purpose within a one-year period immediately preceding the date of application for any license or permit authorized under this chapter.
- ~~20.21.~~ "Restaurant" means space in a building maintained, advertised and held out to the public as a place where individually priced meals are prepared and served primarily for on-premises consumption and where the primary source of revenue from the operation is from the sale of food and not from the sale of alcoholic or malt beverages. The building shall have a dining room or rooms, a kitchen and the number and kinds of employees necessary for the preparing, cooking and serving of meals in order to satisfy the licensing authority that the space is intended for use as a full-service restaurant. The service of only fry orders or such food and victuals as

sandwiches, hamburgers or salads shall not be deemed a restaurant for the purposes of this section.

~~21-22.~~ "Restaurant liquor license" means the authority under which a licensee is permitted to sell alcoholic liquor and malt beverages for consumption on the premises owned or leased by the licensee, and is subject to the limitations hereinafter provided.

~~22-23.~~ "Retail liquor license" means the authority under which a licensee is permitted to sell alcoholic liquor or malt beverages for use or consumption, but not for resale.

~~23-24.~~ "Room" means an enclosed and partitioned space within a building, large enough for a person. Partitions may contain windows and doorways, but any partition shall extend from floor to ceiling.

~~24-25.~~ "Sell" or "sale" includes offering for sale, trafficking in, bartering, delivery, or dispensing and pouring for value, exchanging goods, services or patronage, or an exchange in any way other than purely gratuitously. Every delivery of any alcoholic liquor or malt beverage made otherwise than by gift constitutes a sale.

~~25-26.~~ "Special malt beverage permit" means the authority under which a licensee is permitted to sell malt beverages at public auditoriums, civic centers or events centers, meeting the qualifications hereinafter provided.

**27. "Weekly basis" means at least eight hours per day five days per week for forty-six weeks for retail, and bar and grill licenses at a location not owned by the State of Wyoming, Natrona County or the City of Casper, and at least five hours per day five days per week for fifty weeks per year for a restaurant license, unless the license was issued as a seasonal license and excluding periods of time where government issued public health orders restrict community wide business operations.**

~~26-28.~~ "Wholesaler" means any person, except the commission, who sells any alcoholic or malt beverage to a retailer for resale.

~~27-29.~~ — "Winery" means a commercial enterprise manufacturing wine at a single location in Wyoming in quantities not to exceed ten thousand gallons per year.

(Ord. 33-06 §§ 1, 2, 2006; Ord. 24-96 § 1, 1996; Ord. 22-93 § 1, 1993; Ord. 8-88 § 1, 1988; Ord. 25-86 (part), 1986; prior code § 3-1)

(Ord. No. 34-15, § 1, 12-15-2015; Ord. No. 2-19, 3-5-2019)

#### **5.08.050 – License application – Contents and fees.**

Any person desiring a license or permit, including a satellite manufacturer's permit, under the provisions of this chapter, if alcoholic beverage sales thereunder are to take place within the city, shall apply to the city council for the same upon a form of application prepared by the attorney



general of the state and furnished to the city. It shall be sworn to by the applicant, filed **timely** in the office of the city clerk and be accompanied by the sum of fifteen dollars in the event that it is submitted as an application for annual renewal to become effective on the annual renewal date of April 1st, and in the sum of **thirty-eighty** dollars for an application submitted at any other time or for any other purpose. The set amount is intended to defray the expense **including of** publishing notice of such application as required by law. Such application shall contain the following **the** information:

A. The location and description of the licensed building in which the applicant will sell under the license, if the building is in existence at the time of application. If the building is not in existence, the location and an architect's drawing or suitable plan of the licensed building and premises to be licensed;

B. The age and residence of the applicant, and of each applicant or partner if the application is made by more than one individual or by a partnership;

C. A disclosure of any criminal record of the applicant or any partner equal to a felony conviction under Wyoming law and any conviction for a violation of Wyoming law relating to the sale or manufacture of alcoholic or malt beverages within ten years prior to the filing of the application;

D. If the applicant is a corporation:

1. The name, age and residence of each officer, director and stockholder holding, either jointly or severally, ten percent or more of the outstanding and issued capital stock of the corporation, and

2. Whether any officer, director or stockholder with ten percent or more ownership has been convicted of a violation of law as provided in subsection C of this section;

E. A statement indicating the financial condition and financial stability of a new applicant;

F. The site and the zoning of the site where the applicant will sell under the license;

G. If the applicant is a limited liability company:

1. The name, age and residence of each officer, manager and member holding, either jointly or severally, ten percent or more of the outstanding ownership of the limited liability company, and

2. If any officer, manager or member with ten percent or more ownership has been convicted of a violation of law as provided under subsection C of this section;

H. No person or partner shall have any interest, directly or indirectly, in a license or permit unless he signs and verifies the application for the license or permit. No corporation shall be granted a license or permit unless two or more of the officers or directors sign and verify the application on behalf of the corporation and also verify upon their oath as individuals that the statements and provisions contained therein are true, except that if all the stock of the corporation is owned by one individual then that individual may sign and verify the application and verify upon his oath that the statements and provisions contained therein are true. No limited liability company shall be granted a license or permit unless at least one of the officers, managers, or if there are no officers or managers, at least one of the members who is duly authorized to act on behalf of the limited liability company signs and verifies the application on behalf of the company and also verifies upon his oath that the statements and provisions contained therein are true.

(Ord. No. 9-17, § 2, 6-20-2017; Ord. 40-07 § 1, 2007; Ord. 24-96 § 4, 1996; Ord. 26-89, 1989; Ord. 2-87 § 1, 1987; Ord. 25-86 (part), 1986; prior code § 3-10)

(Ord. No. 2-19, 3-5-2019)

**5.08.080 - License application—Notice, hearing and appeals procedure.**

A. When an application for a license, special malt beverage permit, satellite manufacturer's permit, or renewal, or a transfer of location or ownership thereof has been filed with the city clerk, the clerk shall promptly prepare a notice of application, place the notice conspicuously upon the premises shown by the application as the proposed place of sale, and publish the notice in a newspaper of local circulation once a week for two consecutive weeks. The notice shall state that a named applicant has applied for a license, special malt beverage permit, renewal, expansion or transfer thereof, and that protests against the issuance, renewal, expansion or transfer of the license or special malt beverage permit will be heard at a designated meeting of the city council. Each applicant shall, at the time of filing his application, pay the clerk an amount sufficient to cover the costs of publishing notice. Notices may be substantially in the following form:

NOTICE OF APPLICATION FOR A \_\_\_\_\_

Notice is hereby given that on the \_\_\_\_\_ day of \_\_\_\_\_, ~~19-20~~,  
(name of applicant) filed an application for a \_\_\_\_\_ license (permit), in the office of the  
Clerk of the City of Casper for the following building (insert address) and protests, if any there  
be, against the issuance (transfer or renewal) of the license (permit) will be heard at the hour of  
\_\_\_\_\_ .m. on the \_\_\_\_\_ day of \_\_\_\_\_, ~~19-20~~  
\_\_\_\_\_, in the (meeting place of the governing body).

\_\_\_\_\_

Dated \_\_\_\_\_

Signed  
City Clerk

B. Any license or other permit authorized under this chapter shall not be issued, renewed, expanded or transferred until on or after the date set in the notice for hearing protests. If a renewal or transfer hearing, the hearing shall be held no later than thirty days preceding the expiration date of the license or special malt beverage permit. A license or special malt beverage permit shall not be issued, renewed, expanded or transferred if the city council finds from evidence presented at the hearing:

1. The welfare of the people residing in the vicinity of the proposed license or permit premises is adversely and seriously affected;
2. The purpose of this chapter shall not be carried out by the issuance, renewal, expansion or transfer of the license or permit;
3. The number, type and location of existing licenses or special malt beverage permits meet the needs of the vicinity under consideration;
4. The desires of the residents of the city will not be met or satisfied by the issuance, renewal or transfer of the license or special malt beverage permit; or
5. Any other reasonable restrictions or standards which may be imposed by the city council shall not be carried out by the issuance, renewal, expansion or transfer of the license or permit.

C. When any application is filed with the city council, the city clerk shall immediately forward a copy of the application to the division. The city council shall not approve or deny an application until the division has certified the application is complete pursuant to this subsection. All applications shall be deemed to be certified unless objection is made by the division within ten working days after receipt of the application. Upon approval or denial of an application, the city council shall promptly notify the division.

D. An applicant for a renewal license or special malt beverage permit may appeal to the district court from an adverse decision by the city council. No applicant for a new license or permit shall have a right of appeal from the decision of the city council denying an application.

E. Upon an appeal, the person applying for a license and claiming renewal preference shall be named as plaintiff, with the city council named as defendant. During the pendency of an appeal, a renewal license denied by the city council shall not be granted to any other applicant. Upon notice of appeal the city clerk shall transmit to the clerk of the district court a certified

copy of the application, of each protest, if any, and of the minutes recording the decision appealed from. The appeal shall be heard as a trial de novo with evidence taken and other proceedings had as in the trial of civil actions. The court may accept and consider as part of the record certified documents forwarded to the court by the city clerk. The case shall be heard promptly and the procedure shall conform to the Wyoming Rules of Civil Procedure unless other procedures are provided for or required.

F. The date the renewal application is due to the city clerk's office for renewal is the second Monday in December of each calendar year. ~~will be set by the city clerk.~~ Renewal applications received after this date will be assessed a late fee or the license will be deemed as abandoned: a late fee of two hundred and fifty dollars shall be assessed for applications received one to five days late; a late fee of five hundred dollars shall be assessed for applications received six to ten days late; greater than ten days the license shall be deemed as abandoned and the clerk shall not accept a renewal application eleven (11) days after the renewal application. Late fees must be paid before the city clerk will accept a renewal application. ~~Late fee will be One Hundred Dollars and must be paid before the City Clerk will accept the renewal application. Late applications more than 3 weeks late may not be renewed.~~

(Ord. No. 9-17, § 3, 6-20-2017; Ord. 24-96 §§ 6, 1996; Ord. 25-86 (part), 1986: prior code § 3-15)

(Ord. No. 2-19, 3-5-2019)

**5.08.100** Microbrewery and winery permits; authorized; conditions; dual permits and licenses; satellite winery permits; direct shipment of wine; fees

~~A.— Subject to restrictions imposed under W.S. 12-4-103 excluding W.S. 12-4-103(a)(vi), the city council may issue:~~

~~1(a).— A microbrewery permit authorizing a permit holder to brew a malt beverage and dispense the brewed malt beverage for on-premises and limited off-premises personal consumption;~~

~~1(b).— A satellite manufacturer's permit authorizes the permittee to sell the permittee's product at the satellite location consistent with the manufacturer's license.~~

~~2.— A winery permit authorizing a permit holder to manufacture wine and dispense the manufactured wine for on-premises and limited off-premises personal consumption.~~

~~3.— Satellite winery permits, authorizing a winery permit holder to sell its manufactured wine at the number of satellite locations as specified by W.S. 12-4-412(d), as it may, from time to time be amended, from its licensed manufacturing site under the original permit. Satellite winery permits will be issued on application to the city clerk for each location following approval of the city council after a public hearing for consideration of the permit application. Satellite winery permits shall be subject to the applicable terms and conditions of this chapter.~~

~~4.— Every applicant for a satellite winery permit shall file with the city clerk, at the time of application for the initial permit, and any subsequent permit or renewal thereof, an affidavit in a form approved by the city clerk attesting that the applicant does not have more than the number of satellite locations within the state as specified by W.S. 12-4-412(d), as it may, from time to time be amended.~~

~~5.— No satellite winery permit shall be eligible for renewal in the event the applicant thereof has more than the number of satellite locations within the state as specified by W.S. 12-4-412(d), as it may, from time to time be amended.~~

~~B.— The city council:~~

~~1.— May allow the sale of other malt beverages under a microbrewery permit for on-premises consumption when obtained through licensed wholesale malt beverage distributors;~~

~~2.— May allow the sale of other wines under a winery permit for on-premises consumption when obtained from the commission;~~

~~3.— May approve the dual holding of a microbrewery permit or winery permit and one of the following:~~

~~a.— A retail liquor license;~~

~~b.— Subject to subsection C of this section, a restaurant license;~~

~~c.— A resort license;~~

~~d.— A microbrewery permit;~~

~~e.— A winery permit; or~~

~~f.— A bar and grill liquor license. Provided, however, the provisions of this chapter shall apply to any person holding a microbrewery or winery permit and a bar and grill liquor license, except the dual holder:~~

~~i.— May sell the brewed malt beverage or manufactured wine for limited off-premise personal consumption.~~

~~ii.— May upon cessation of full service restaurant operations serve a limited menu and continue to serve malt beverages authorized under the microbrewery permit or wines authorized under the winery permit.~~

~~iii.— Shall not include sales of malt beverages or wines authorized under the microbrewery or winery permit, or sales other than food service and alcoholic beverages, in the annual gross sales report.~~

~~4.— May allow the microbrewery to sell on site its brewed product for off-premises personal consumption, not for retail sale, in packaging of bottles, cans or packs of an aggregate volume not to exceed two thousand ounces per sale;~~

~~a.— All microbrewery products for off-premises personal consumption shall be packaged in a sealed container prior to leaving the premises. Such seal shall be of such a nature as to indicate whether the container has been opened subsequent to the most recent purchase of a beverage in that container.~~

~~5.— May allow the winery to sell its manufactured wine on site for off-premises personal consumption, not for retail sale, in packaging of bottles of an aggregate volume not to exceed two thousand twenty-eight ounces per sale;~~

~~a.— All winery products for off-premises personal consumption shall be packaged in a sealed container prior to leaving the premises. Such seal shall be of such a nature as to indicate whether the container has been opened subsequent to the most recent purchase of a beverage in that container.~~

~~6.— Shall limit the number of microbreweries or the number of wineries to no more than those allowed in W.S. 12-4-201(d) for each permit;~~

~~7.— May allow the transfer of a microbrewery or winery permit to another location and ownership of the microbrewery or winery may be transferred upon approval by the local licensing authority; and~~

~~8.— Shall assess a fee of not less than three hundred dollars nor more than five hundred dollars payable annually in advance for each microbrewery or winery permit; shall assess a fee of one hundred dollars annually for up to three satellite winery permits issued within the city to the same applicant. When dual ownership of a microbrewery or winery permit and a liquor license exists, no additional fee shall be assessed other than the retail, restaurant or resort license fee.~~

~~C.— Restaurant license restrictions of this chapter shall apply to any person holding a microbrewery or winery permit and a restaurant liquor license pursuant to subsection (B)(3)(b) of this section, except the dual holder:~~

~~1.— May sell the brewed malt beverage or manufactured wine for limited off-premises personal consumption pursuant to subsections (B)(4) and (5) of this section;~~

~~2.— May upon cessation of full-service restaurant operations, serve a limited menu and continue to serve malt beverages authorized under the microbrewery permit or wines authorized under the winery permit; and~~

3. ~~Shall not include sales of malt beverages or wines authorized under the microbrewery or winery permit, or sales other than food service and alcoholic beverages in the annual gross sales report required under this chapter.~~

A. Subject to restrictions imposed under Casper City Code Section 5.08.150 excluding Section 5.08.150(A)(4), the City may issue:

1. A microbrewery permit authorizing a permit holder to brew a malt beverage and dispense the brewed malt beverage for on-premises and limited off-premises personal consumption;

2. A winery permit authorizing a permit holder to manufacture wine and dispense the manufactured wine for on-premises and limited off-premises personal consumption.

B. A Casper microbrewery permit or a winery permit:

1. Allows the sale of other malt beverages under a microbrewery permit for on-premises consumption when obtained through licensed wholesale malt beverage distributors;

2. May allow the sale of other wines under a winery permit for on-premises consumption when obtained from the division;

3. Is approved for the dual holding of a microbrewery permit or winery permit and one (1) of the following:

a. A retail liquor license as provided in W.S. 12-4-101 through 12-4-201;

b. Subject to subsection C of this section, a restaurant license as authorized in this chapter.

c. A resort license as provided in this chapter;

d. A microbrewery permit as provided under paragraph (A)(1) of this section;

e. A winery permit as provided under paragraph (A)(2) of this section;  
or

f. Subject to subsection E of this section, a bar and grill liquor license as provided in this chapter.

4. Allows the microbrewery to sell on site its brewed product for off-premises personal consumption, not for retail sale, in packaging of bottles, cans or packs of an aggregate volume not to exceed two thousand ounces per sale;

5. Allows the winery to sell its manufactured wine on site for off-premises personal consumption, not for retail sale, in packaging of bottles of an aggregate volume not to exceed two thousand twenty-eight ounces per sale;

6. The number of microbreweries or the number of wineries are limited to no more than those allowed in W.S. 12-4-201(d) for each permit;

7. May allow the transfer of a microbrewery or winery permit to another location and ownership of the microbrewery or winery may be transferred upon approval by the local licensing authority; and

8. Shall be assessed a fee of subject to the renewal each year payable annually in advance for each microbrewery or winery permit. When dual ownership of a microbrewery or winery permit and a liquor license exists no additional fee shall be assessed other than the retail, restaurant or resort license fee.

C. W.S. 12-4-410 shall apply to any person holding a microbrewery or winery permit and a restaurant liquor license pursuant to subparagraph (B)(3)(b) of this section, except the dual holder:

1. Reserved

2. May sell the brewed malt beverage or manufactured wine for limited off-premises personal consumption pursuant to paragraphs (B)(4) and (5) of this section;

3. May upon cessation of full service restaurant operations, serve a limited menu and continue to serve malt beverages authorized under the microbrewery permit or wines authorized under the winery permit; and

4. Shall not include sales of malt beverages or wines authorized under the microbrewery or winery permit, or sales other than food service and alcoholic beverages in the annual gross sales report required under W.S. 12-4-408(c).

D. In addition to subsection B of this section, a winery permit under this section will include the availability to apply for an issued satellite winery permit which may allow the permittee to sell wine manufactured at the site identified on the manufacturer's license at up to three satellite locations within Wyoming separate from its licensed manufacturing site under the original permit fee. The satellite winery permit may be issued on application



to the appropriate licensing authority. The application will require a public hearing and the payment of an additional permit fee of one hundred dollars (\$100.00) regardless of the number of satellite locations. The satellite winery permit shall be subject to the terms and conditions of W.S. 12-4-106, the schedule of operating hours established by this chapter and the licensed building provisions of W.S. 12-5-201.

E. The provisions of W.S. 12-4-413 shall apply to any person holding a microbrewery or winery permit and a bar and grill liquor license pursuant to subparagraph (B)(3)(f) of this section, except the dual holder:

1. May sell the brewed malt beverage or manufactured wine for limited off-premise personal consumption pursuant to paragraphs (B)(4) and (5) of this section;

2. May upon cessation of full service restaurant operations serve a limited menu and continue to serve malt beverages authorized under the microbrewery permit or wines authorized under the winery permit; and

3. Shall not include sales of malt beverages or wines authorized under the malt beverage or winery permit, or sales other than food service and alcoholic beverages, in the annual gross sales report required under W.S. 12-4-408(c).

F. Notwithstanding paragraph (B)(5) of this section and W.S. 12-5-201, any person holding a winery permit as provided by this section, may sell and ship no more than a total of eighteen (18) liters of its manufactured wine directly to any one household in this state in any twelve (12) month period.

G. Notwithstanding paragraph (B)(5) of this section and W.S. 12-5-201, any person holding a winery permit as provided by this section, may sell and ship its manufactured wine which is not listed with the liquor division as part of its inventory and distribution operation to any Wyoming retail establishment which holds a liquor license in this state.

H. Any winery permit holder pursuant to this section shall:

1. Reserved.

2. Reserved.

3. Ship its manufactured wine only to individuals who are at least twenty-one (21) years of age for such individual's personal use and not for resale;

4. Ensure that all shipping containers of manufactured wine shipped pursuant to this section are conspicuously labeled with the words: "CONTAINS ALCOHOLIC BEVERAGES. ADULTS (OVER 21) SIGNATURE REQUIRED FOR DELIVERY";

5. Ensure that all of its shipments within this state are made by a duly licensed carrier and further ensure that such carriers comply with the requirement to obtain an adult signature;

6. Reserved.

7. Maintain records for at least three years that will permit the liquor division to ascertain the truthfulness of the information filed and permit the division to perform an audit of the licensee's records upon reasonable request.

I. In addition to the one additional license or permit authorized under paragraph (B)(3) of this section, the holder of a microbrewery or winery permit under this section may also hold a malt beverage permit under Casper City Code Section 5.08.140(C).

(Ord. No. 9-17, § 1, 6-20-2017; Ord. No. 11-14, § 1, 6-3-2014; Ord. 33-06 § 3, 2006; Ord. 24-96 § 2, 1996; Ord. 22-93 § 3, 1993)

(Ord. No. 2-19, 3-5-2019)

**5.08.105** – Manufacturing and rectifying.

A. A holder of a manufacturer's license who is a federally licensed distiller or rectifier may dispense free of charge at the site identified on the manufacturer's license samples in quantities not to exceed one and one-half ounces of their product manufactured at the site identified on the manufacturer's license and no more than three ounces of samples per consumer per day. The dispensing of samples shall be subject to the schedule of operating hours set pursuant to W.S. 12-5-101 and the licensed building provisions provided in W.S. 12-5-201.

B.

1. The local licensing authority may issue to the holder of a manufacturer's license granted under subsection A of this section who is a federally licensed distiller or rectifier, a satellite manufacturer's permit which allows the permittee to sell product manufactured at the site identified on the manufacturer's license at not more than one satellite location within Wyoming separate from its manufacturing site under the original permit. All products sold at a manufacturer's satellite location shall be obtained through the division. The satellite manufacturer's permit may be issued on application to the appropriate licensing authority. The local licensing authority ~~may require a~~ **shall require a** public hearing and the payment of an additional permit fee ~~of not to exceed~~ one hundred dollars. The satellite manufacturer's permit shall be subject to the terms and conditions of W.S. 12-4-106, the schedule of operating hours ~~set pursuant to W.S. 12-5-101~~

established in this chapter and the licensed building provisions pursuant to W.S. 12-5-201.

4.2. A manufacturer's off-premises permit authorizes the permittee to sell product manufactured at the site identified on the manufacturer's license only for sales at meetings, conventions, private parties, dinners and other similar gatherings to promote their product. No permittee holding a manufacturer's off-premises permit shall sell or permit consumption of any of their manufactured product off the premises described in the permit. An off-premises permit shall be issued for one twenty-four hour period, subject to the schedule of operating hours set in this chapter. No holder of a manufacturer's license shall receive more than twelve off-premises permits in any one calendar year. An off-premises permit may be issued on application to the appropriate licensing authority. The local licensing authority may require payment of an additional permit fee of not less than nor more than [REDACTED] per twenty-four hour period.

C. For purposes of this section:

1. "Distiller" includes any person who:

a. Produces distilled spirits from any source or substance;

b. Brews or makes mash, wort or wash fit for distillation or for the production of distilled spirits, other than the making or using of mash, wort or wash in the authorized production of wine or beer, or the production of vinegar by fermentation;

c. By any process separates alcoholic spirits from any fermented substance; or

d. Making or keeping mash, wort or wash, has a still in operation at the site identified on the manufacturer's license.

2. "In operation" for this section means is currently being operated or has been operated in the preceding twelve (12) months with all necessary permits;

3. "Manufacture" or "manufactured" means distilling or rectifying and bottling or packaging any spirituous fluid, substance or compound intended for beverage purposes which contains at least one-half of one percent (.5%) alcohol by volume;

4. "Rectifier" includes any person who colors, flavors or otherwise processes distilled spirits by distillation, blending, percolating or other processes.

(Ord. No. 2-19, 3-5-2019)

**5.08.130** - Special malt beverage permit.

- A. Public auditoriums, civic centers and events centers meeting the qualifications of subsection B of this section may be licensed by the city council under a special malt beverage permit.
- B. To qualify for a special malt beverage permit an applicant must meet the following requirements:
  - 1. The applicant must be a responsible person or organization;
  - 2. The public auditorium, civic center or events center shall be ~~an enclosed building~~ owned by the city, ~~or the~~ county, the state, or the DDA containing meeting rooms, kitchen facilities and at least one auditorium which has an attendance-seating capacity for no less than ~~five thousand~~ four hundred persons and is used for public gatherings;
  - 3. The person or organization applying for the permit, if not the owner of the public auditorium, civic center, or events center, must hold a written agreement with the owner of the public auditorium, civic center or events center, giving said applicant the right to sell concessions within the building or location for a period of no less than the license year (April 1<sup>st</sup> to March 31<sup>st</sup> for which the application is made.). ~~for the period for which the license will be effective.~~
- C. No person or organization holding a special malt beverage permit shall sell any alcoholic liquor other than malt beverages on the premises or location described on the permit, nor shall any malt beverage be sold for consumption off the premises or outside the location authorized by the permit. It shall be ~~an the duty and~~ obligation and a responsibility of the holder of the permit to see that no sales are made to any person under the age of twenty-one years and there be no violations of this chapter.
- D. The permits authorized by this section shall be issued after a hearing on the application, and the license fee shall be ~~one thousand five hundred dollars,~~ \_\_\_\_\_ payable annually in advance.
- E. The permit shall be subject to such rules and regulations as ~~are~~ may be established by the city council, ~~for the following:~~
  - ~~1. The hours and days of operation of the licensed building.~~

(Ord. No. 9-17, § 4, 6-20-2017; Ord. 8-88 § 3, 1988; Ord. 25-86 (part), 1986: prior code § 3-22)

(Ord. No. 2-19, 3-5-2019)

**5.08.140** - Malt beverage and catering permits for public events.

- A.1. A malt beverage permit, authorizing the sale of malt beverages only, may be issued by the city manager or his or her designee to any responsible person or organization for sales at a picnic, bazaar, fair, rodeo, special holiday or similar public gathering. No person or organization holding the special permit shall sell any alcoholic liquor other than malt beverages ~~on~~at the ~~location~~premises described on the permit, nor shall any malt beverage be sold or consumed ~~off~~outside the ~~premises~~location authorized by the permit. Privately owned or leased ~~premises~~locations shall be subject to the restrictions set forth in subsections G and H.
2. Any person selling or dispensing a malt beverage pursuant to this subsection shall have completed successfully an alcohol server training program as approved by W.S. Section 12-2-402.

~~The penalty for a violation of this subsection shall be \$150.00, and shall be paid by the person and the organization which requested and were issued the malt beverage permit.~~permit are jointly and severally liable for any fine imposed by the court for a violation of Chapter 5.08 of the Casper Municipal Code.

- B. A catering permit authorizing the sale of alcoholic liquor and malt beverages may be issued by the city manager or his or her designee to any person holding a retail liquor license authorizing the off-premises sale of both alcoholic and malt beverages, for sales at meetings, conventions, private parties and dinners, or at other similar gatherings not ~~capable of being~~ held within the licensee's licensed premises. No licensee holding a catering permit shall sell or permit consumption of any alcoholic liquor or malt beverage ~~off~~outside the ~~premises~~location described in the permit,- except as to a special area or district as authorized by resolution adopted by the City Council pursuant to Casper Code Section 5.08.480 4.
- C. The permits authorized by this section shall be issued for one twenty-four-hour period, subject to the schedule of operating hours provided by this chapter. No person or organization shall receive more than a total of twelve malt beverage and thirty-six catering permits for sales at the same ~~premises~~location in any one year.The holder of a Casper microbrewery permit issued under this Chapter may hold a malt beverage permit for the purpose of selling the permittee's own brewed malt beverages. In no event shall more than twenty four malt beverage permits be issued for any given premises in any one year.
- D. The malt beverage permit and the catering permit shall be issued on application to the city manager or his or her designee without public notice or hearing. An application for a malt beverage permit or catering permit under this section shall be accompanied by a designation of the event for which the application is sought specifying the type of event and the name of the sponsor. Any applicant applying for a permit authorized by this section and having licensed premises located within a jurisdiction other than that jurisdiction to which application is made shall secure the written approval of the licensing authority of that jurisdiction in which the licensed premises are located prior to filing an application for a permit.
- E. The fee for the malt beverage permit and the catering permit shall be fifty dollars per twenty-four-hour period, payable to the city.

- F. Applications shall be submitted on a form approved by the city manager or his or her designee.
- G. Applications for malt beverage permits ~~shall~~ may be denied due to any of the following conditions:
1. Conviction of the following individuals and entities for one or more of the following offenses related to a similar event or location within the preceding five years prior to the date of the application as follows:
    - a. Applicant or applicant's entity principals, employees, agents, or representatives while travelling to or from the event or at the event:
      - i. Driving while under the influence,
      - ii. Public intoxication,
      - iii. Disturbing the peace/noise offense,
      - iv. Serving after hours at location,
      - v. Controlled substances offenses,
      - vi. Serving to a minor,
      - vii. Selling alcohol without a license,
      - viii. Violation of any provision of Chapter 5.08 of the Casper Municipal Code.
  2. Convictions of any patron, guest, attendee, employee, owner, applicant, or principal resulting from four or more of any of the following offenses occurring at, or stemming from, an event location for which a permit is being applied for, within three hundred sixty-five days prior to the date of the application as follows:
    - a. Minor in possession,
    - b. Disturbing the peace/noise offense,
    - c. Selling alcohol without a license,
    - d. Furnishing alcohol to minor,
    - e. Driving while under the influence,
    - f. Controlled substances offense.
  3. Applicant's business entity is not in good standing with the State of Wyoming Secretary of State.
  4. Applicant lack of valid Wyoming sales tax permit.
  5. Applicant nonresident of Wyoming.
  6. Applicant not obtaining other required permits, including, but not limited to, open container, street closure, and food service permits.

Any denial by the city manager or his designee may be appealed to the city council by the applicant filing a written notice of appeal with the city manager within ten days of the denial.

The appeal will be considered within thirty days of the written notice of appeal being filed. Council's decision is final.

Upon denial, or final denial of any malt beverage permit for any of the reasons listed in this section, applicant may apply for future malt beverage permits after the expiration of three hundred sixty-five days from the date of any such denial.

The provisions of this section shall become applicable for any license applied for or any conviction of the listed offenses occurring after the effective date of this ordinance.

H. Any permit issued under this section may be revoked at any time on the discretion of the city manager, or his or her designee, or the chief of police, or his or her designee, if the event poses a risk to public safety or welfare. Upon revocation, all sales and consumption of alcohol shall cease.

(Ord. 11-05 § 1, 2005; Ord. 30-04 §§ 1 (part), 2, 2004; Ord. 33-02 § 1, 2002; Ord. 17-02 § 1, 2002; Ord. 2-91, 1991; Ord. 69-87 § 1, 1987; Ord. 25-86 (part), 1986: prior code § 3-28)

(Ord. No. 33-11, §§ 1—3, 12-20-2011; Ord. No. 2-19, 3-5-2019)

#### 5.08.150 - License holder restrictions.

A. A license or permit authorized by this chapter shall not be held by, issued or transferred to:

1. Any party who does not own the licensed building or hold a written lease for a period for which the license will be effective, containing an agreement by the lessor that alcoholic liquor or malt beverages may be sold upon the leased premises, except as provided by subdivision 2 of this subsection;
2. Any licensee who fails to demonstrate that his licensed alcoholic or malt beverage enterprise will be operational in a planned but not physically functional building within one year after a license or permit has been issued or transferred, or if holding a license, fails to open his business in a functional building within one year after license issuance or transfer. Upon a showing of good cause by the licensee and for an additional period of not to exceed one year, the local licensing authority may extend the time period in which the business or enterprise of the licensee is required to become operational ~~or~~ open for business pursuant to this subsection. Any license or permit in violation of this subsection shall not be renewed by the city council;
3. Any licensee who does not annually purchase at least two hundred fifty dollars of alcoholic liquors or malt beverages from the commission or any authorized malt beverage wholesaler, except any licensee having a planned building not in existence or operational pursuant to subdivision 2 of this subsection;
4. A manufacturer of alcoholic beverages or wholesaler of malt beverages; provided, however, this prohibition is not intended to prevent the manufacture from the sale of alcoholic beverages manufactured by the Casper licensed manufacturer or the sale of malt beverages under a microbrewery license issued pursuant to this Chapter or an

off- premises permit pursuant to Section 5.08.105 B1 and B2, and except as provided in Section 5.08.100 I.

5. A person under twenty-one years of age;
  6. A college fraternity or organization created by one or more college fraternities;
  7. A chamber of commerce;
  8. A corporation or a limited liability company which has not qualified to do business in Wyoming;
  9. An individual who is not a resident; or
  10. Any partnership or group of two or more persons unless each individual interested, directly or indirectly, is a resident.
  11. Except as provided in subsection 12 of this section, a license or permit authorized by this chapter shall not be renewed if the licensee or permittee did not, during the previous one year term of the license or permit, purchase at least two hundred fifty dollars of alcoholic or malt beverages from the commission or any authorized malt beverage wholesaler. A retail liquor license shall not be renewed if the licensee did not, during the previous one year term of the license, purchase at least two thousand dollars of alcoholic beverages from the commission, excluding malt beverage purchases;
  12. Subsection 11 of this section shall not apply to:
    - a. Any licensee or permittee having a planned but not physically functional building pursuant to subsection 4 of this section;
    - b. Holders of special permits issued under Sections 5.08.130 and 5.08.140 of this code.
- B. No more than one license or permit shall be issued to any one person, except for malt beverage or catering permits, or in conjunction with a microbrewery license as ~~hereinafter~~ provided in this Chapter.

(Ord. No. 9-17, § 5, 6-20-2017; Ord. 24-96 § 7, 1996; Ord. 22-93 § 6, 1993; Ord. 8-88 § 2, 1988; Ord. 25-86 (part), 1986: prior code § 3-12) (Ord. No. 2-19, 3-5-2019)

**5.08.280 - Sales by drugstores. - Repealed**

~~All sales of alcoholic liquor or malt beverages by drugstores holding a retail liquor license under the provisions of this chapter shall be made only in the container received by the druggist in the original package. No such container or original package shall be opened upon the premises where the same is sold, or in any room or building in connection with the drugstore. Any such sale shall be made by a licensed pharmacist or by an adult clerk. The drugstore shall be limited in its sales to the amount provided in this chapter that may be sold by holders of other retail licenses.~~



(Ord. 25-86 (part), 1986: prior code § 3-20) (Ord. No. 2-19, 3-5-2019)

**5.08.340 - Bar and grill liquor license issuance, council authority, criteria and restrictions.**

A. Subject to availability, restaurants, as defined by subsection 19 of Section 5.08.010 of this chapter, may be licensed by the city council under a bar and grill liquor license. In addition to the application requirements required by this chapter, the license applicant shall submit a valid food service permit issued by the state of Wyoming upon application. Criteria that may be considered by the city council in determining to whom any such license may be issued may include, but is not limited to the following:

1. The location of the proposed business is in an area:
  - a. In need of redevelopment;
  - b. Officially designated as an urban renewal area; or
  - c. That has been identified as being under served by food and beverage services.
2. The issuance of the license will contribute to economic development goals or purposes of the city.
3. Whether the applicant will be investing in the construction of a new structure or will otherwise be materially and substantially updating a current building.
4. If the applicant's business is a new business, the number of new jobs reasonably estimated to be created, or if an existing business, the number of new or additional jobs that will reasonably be created by use of the bar and grill liquor license.

B. Bar and grill licenses shall be subject to the provisions of Sections 5.08.310 and 5.08.330 (D) of this chapter to the same extent that those provisions are applicable to restaurant liquor licenses. Bar and grill liquor licensees shall not sell alcoholic or malt beverages for consumption off the premises owned or leased by the licensee except as allowed under Section 5.08.330 (F) of this chapter.

B.C. A “Bar and Grill” licensee must have a physical bar with at least eight (8) adult customer alcohol serving places, as well as a serving station for ordered alcoholic drinks or pick-up alcoholic drinks; the bar must have at least one (1) dedicated service representative (bartender), and a choice of at least six major distilled spirits (e.g. vodka, bourbon, tequila, etc.) available for retail sale.

C.D. Every person holding a bar and grill liquor license authorized by the provisions of this chapter shall pay annually, in advance, a license fee for such license the sum of ten thousand five hundred dollars for the first license year; and, three thousand dollars for each year thereafter that such license is granted, in addition to any other fees due from such

person otherwise holding a microbrewery or winery permit. The license fee shall be paid to the clerk of the city before the license is issued.

~~D.E.~~ Bar and grill liquor licenses shall not be sold, transferred, or assigned by the holder.

#### 5.08.480 - Open container restrictions.

##### A. It is unlawful:

1. For any person to sell or dispense alcoholic liquor or malt beverages in open containers from the licensed facilities used to serve customers for off-premises consumption, commonly referred to as a "drive-up window";
2. To operate a motor vehicle in which alcoholic liquor or malt beverages are present in an open container, unless the opened container is in the trunk, an outside compartment, or an inside compartment of a vehicle without a trunk; provided, the inside compartment is not accessible to the driver or any other person in such vehicle, i.e., the cargo area behind the rear most seat in a passenger van or station wagon when no passenger occupies the rear most seat;
3. To possess or consume alcoholic liquor or malt beverages from an open container in a motor vehicle;
4. To possess or dispense alcoholic liquor or malt beverages in an open container in any open space and certain structures in the city unless a license or permit authorizing same has been issued by the city manager or his or her designee. The City Council too, may by resolution create special areas or districts, in which the possession of open containers is permitted between the Friday preceding Memorial Day and Labor Day of each calendar year; however, the periods of time as well as the boundaries of special areas or districts may be established and/or modified by resolution adopted by the City Council. Additional restrictions on beverage distribution, tracking, and event control may also be established by resolution of the City Council. ~~However, n~~Nothing in this chapter shall be interpreted as authorizing the possession of open containers of alcoholic liquor or malt beverages in or on motor vehicles;
5. For any person or lessee of an unlicensed restaurant to permit any person to possess or consume alcoholic liquor or malt beverages from an open container within the restaurant.
6. Notwithstanding this section, a resealed bottle of wine may be transported as provided in the Restaurant License section.

##### B. Definitions.

1. "Certain structures" means any ~~city owned, operated or leased~~ offices, ~~public safety or maintenance facility and any building~~ or structure ~~used primarily for public entertainment, i.e., theaters, amusement centers, restaurants and the like,~~ excluding, ~~those however, structures~~ duly licensed to sell or dispense alcoholic liquor or malt beverages.

2. "Open container" means any glass, cup, bottle, can or other receptacle or vessel used for drinking, other than the beverage's original unopened package or container, the seal of which has not been broken and from which the original cap, cork or other means of closure has not been removed.
3. "Open space" means any street, alley, public way, sidewalk, public or private parking lot set aside for business use, and any other unenclosed public property. However, any golf course within the city limits shall not be considered open space.

(Ord. 11-05 § 4, 2005; Ord. 30-04 § 1 (part), 2004; Ord. 25-99 § 1, 1999; Ord. 25-86 (part), 1986; prior code § 3-8)

(Ord. 25-86 (part), 1986; prior code § 3-5) (Ord. No. 2-19, 3-5-2019)

#### **5.08.530 – Violation/Enforcement.**

Violations of this chapter may be enforced in the Municipal Court of the City of Casper as misdemeanor offenses punishable by up to a Seven Hundred Fifty Dollar fine for each offense **unless otherwise specified in the section from which a violation is alleged and,** in the manner authorized and described in Wyoming State Statutes 12-1-101 et. seq. as they may be amended from time to time. Appeals of any of these actions may be taken as allowed and in the manner specified by applicable state statutes. Any law enforcement agency issuing a citation or other charging document for a violation of this chapter shall notify the City Clerk of said charge within five business days of its issuance.

(Ord. No. 2-19, 3-5-2019)

#### **5.08.535 - Licensure Considerations and Administrative Fees**

Violations of the Casper Municipal Code and/or Wyoming State Statutes may also be factors in the consideration of suspensions, revocations, nonrenewals or conditional renewals of licenses and permits.

In recognition of the fact that license holders who repeatedly violate the provisions of this Code create an undue burden of the City in administering liquor licenses, in addition to any other penalties or remedies, licensees shall be subject to administrative fees of One Thousand Dollars (\$1000.00) for the third violation of this Chapter within any consecutive twenty-four month period, and Five Thousand Dollars (\$5000.00) for a  ~~fifth~~ **fourth** or subsequent violation within a consecutive twenty-four month period. Any violation relating to the license holder or licensed premises shall apply to this subsection, regardless of whether separate individual employees or agents of the licensee committed the individual violations. The violations need not be of the same section or subsection of this chapter to be counted in this total.

A notice to pay said fee shall be issued by the City Clerk to the licensee upon notification by the court of licensee's convictions for the relevant offenses. The time frame for accumulation of the violations shall be the date of violations, not the dates of conviction. If such fee is not paid, or an appeal hearing before Council requested in writing to the City Clerk and accompanied by a bond in the amount of the fee at issue within ten (10) days of the notice being given by the Clerk, the license shall be suspended until such time as the fee is paid to the City

Clerk. If an appeal hearing is requested, it shall be in Council's sole discretion, after hearing all the relevant facts in the matter, whether to suspend part or all of the fee. The hearing shall not be a contested case hearing, and the Wyoming Administrative Procedure Act shall not apply to such hearing. (Ord. No. 2-19, 3-5-2019)

PASSED on 1<sup>st</sup> reading the \_\_\_\_ day of \_\_\_\_\_, 2020

PASSED on 2<sup>nd</sup> reading the \_\_\_\_ day of \_\_\_\_\_, 2020

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

APPROVED AS TO FORM:

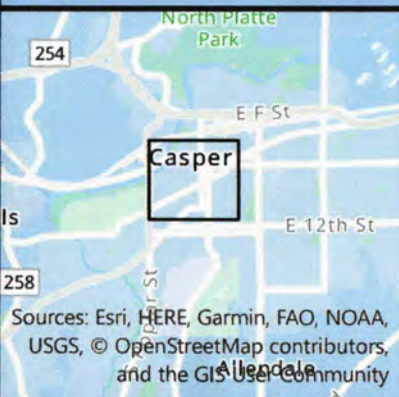
\_\_\_\_\_  
ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel  
City Clerk

\_\_\_\_\_  
Steven K. Freel  
Mayor

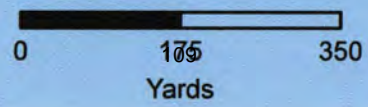
# Relaxed Open Container Requirements Area



Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community



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 Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Option for Amendment

5.08.130 Special Malt Beverage Permit.

B.

2. The public auditorium, civic center or events center shall be owned by the city, county, state or the DDA or by a 501(C)(3) non-profit organization domiciled in the City of Casper and shall have an attendance capacity of no less than four hundred persons and is used for public gatherings.

Fee Schedule	Cheyenne	Teton County	Laramie	Casper
Bar and Grill License Initial	\$10,500	\$3,000	\$5,000	\$10,500
Bar and Grill Liquor License	\$1,500	\$3,000	\$3,000	\$3,000
transfer fee		\$100	\$100	\$100
Catering permit - per day	\$50	\$100		\$50
Limited liquor License (club)	\$625	\$1,500	\$500	\$100
Malt Beverage Permit per day	\$50	\$100	\$50	\$50
Microbrewery Permit annual	\$500	\$500	\$500	\$500
Resort Liquor License Annual	\$1,500	\$3,000	\$3,000	\$1,500
Restaurant liquor License annual	\$1,050	\$3,000	\$1,750	\$1,500
Winery permit - annual	\$500	\$500	\$500	\$500
Satellite Winery permit - annual	\$100	\$100	\$100	\$100
open container permit			\$50	no charge
retail license	\$1,500	\$1,500	\$1,500	\$1,500
Late fee for alc. Catering and malt bev permits			\$50	
Application fee			\$50	\$15-\$30 proposed

Proposed Amendment A to “open container.” (original anticipated Ordinance)

I move to amend 5.08.480 paragraph A. 4. to read as follows:

**5.08.480 - Open container restrictions.**

A.

4. To possess or dispense alcoholic liquor or malt beverages in an open container in any open space and certain structures in the city unless a license or permit authorizing same has been issued by the city manager or his or her designee. The City Council too, may by resolution create special areas or districts, in which the possession of open containers is permitted between the Friday preceding Memorial Day and Labor Day of each calendar year, the boundary of the City Council created special area or district, must be within the area from the block faces of 1<sup>st</sup> Street to the north side of Collins Street as the north and south boundaries, and the block faces of Kimball Street to Walnut Street as the east and west boundaries; however, the periods of time as well as the boundaries of special areas or districts may be established and/or modified by resolution adopted by the City Council. Additional restrictions on beverage distribution, tracking, and event control may also be established by resolution of the City Council. Nothing in this chapter shall be interpreted as authorizing the possession of open containers of alcoholic liquor or malt beverages in or on motor vehicles;



Proposed Amendment **B** to “open container.” (decreased western boundary)

I move to amend 5.08.480 paragraph A. 4. to read as follows:

**5.08.480** - Open container restrictions.

A.

4. To possess or dispense alcoholic liquor or malt beverages in an open container in any open space and certain structures in the city unless a license or permit authorizing same has been issued by the city manager or his or her designee. The City Council too, may by resolution create special areas or districts, in which the possession of open containers is permitted between the Friday preceding Memorial Day and Labor Day of each calendar year, the boundary of the City Council created special area or district, must be within the area from the block faces of 1<sup>st</sup> Street to the north side of Collins Street as the north and south boundaries, and the west side of Kimball to the block faces of Walnut Street as the east and west boundaries; however, the periods of time as well as the boundaries of special areas or districts may be established and/or modified by resolution adopted by the City Council. Additional restrictions on beverage distribution, tracking, and event control may also be established by resolution of the City Council. Nothing in this chapter shall be interpreted as authorizing the possession of open containers of alcoholic liquor or malt beverages in or on motor vehicles;

Proposed Amendment C to "open container." (City wide)

I move to amend 5.08.480 paragraph A. 4. to read as follows:

**5.08.480** - Open container restrictions.

A.

4. To possess or dispense alcoholic liquor or malt beverages in an open container in any open space and certain structures in the city unless a license or permit authorizing same has been issued by the city manager or his or her designee. The City Council too, may by resolution create special areas or districts within the City of Casper, in which the possession of open containers is permitted between the Friday preceding Memorial Day and Labor Day of each calendar year; however, the periods of time as well as the boundaries of special areas or districts may be established and/or modified by resolution adopted by the City Council. Additional restrictions on beverage distribution, tracking, and event control may also be established by resolution of the City Council. Nothing in this chapter shall be interpreted as authorizing the possession of open containers of alcoholic liquor or malt beverages in or on motor vehicles;

Proposed Amendment No. 1 to “Operational.” (current code language)

I move to modify paragraph 17. “Operational” under 5.08.010 – Definitions in the proposed Ordinance.

- 17. “Operational”, means offering for sale to the general public alcoholic liquor and malt beverages as authorized under a license or permit issued under this title for not less than three consecutive months during any calendar year.**

I move to delete paragraph 27. “Weekly basis” under 5.08.010 – Definitions in the proposed Ordinance.

- ~~**27. Weekly basis” means at least eight hours per day five days per week for forty-six weeks for retail, and bar and grill licenses at a location not owned by the State of Wyoming, Natrona County or the City of Casper, and at least five hours per day five days per week for fifty weeks per year for a restaurant license, unless the license was issued as a seasonal license and excluding periods of time where government issued community public health orders restrict community wide business operations.**~~

Proposed Amendment **No. 2** “Operational.” – Broad language “Sale over the course of the license term”

I move to modify paragraph 17. “Operational” under 5.08.010 – Definitions in the proposed Ordinance.

- 17. “Operational”, for nongovernmental owned properties, means offering for sale over the course of the license term year to the general public, alcohol and malt beverages as authorized, and as stated herein excluding periods of time where government issued community public health orders restrict the licensee’s business operations.**

I move to delete paragraph 27. “Weekly basis” under 5.08.010 – Definitions in the proposed Ordinance.

- ~~**27. “Weekly basis” means at least eight hours per day five days per week for forty-six weeks for retail, and bar and grill licenses at a location not owned by the State of Wyoming, Natrona County or the City of Casper, and at least five hours per day five days per week for fifty weeks per year for a restaurant license, unless the license was issued as a seasonal license and excluding periods of time where government issued community public health orders restrict community wide business operations.**~~

Proposed Amendment **No. 3** to “Operational.” (The current proposed language but with the addition of a permitted exemption issued by council resolution, after a possible hearing.)

I move to modify paragraph 17. “Operational” under 5.08.010 – Definitions in the proposed Ordinance.

- 17. “Operational”, for nongovernmental owned properties, means offering for sale on an ongoing weekly basis for twelve (12) months per year during the license term year to the general public, alcohol and malt beverages as authorized, and as stated herein excluding periods of time where government issued community public health orders restrict the licensee’s business operations. An exception to the “Operational” and/or “weekly basis” requirements herein may be granted by the governing body. The application for an exception shall be submitted to the City Clerk along with a fee of eighty-five dollars; the request for certain exceptions shall be heard at the earliest convenience of council giving the clerk time to arrange for publishing of the request, which shall be conducted as a public hearing, but decision and approval and disapproval shall be by resolution of the governing body.**

April 24, 2020

MEMO TO: J. Carter Napier, City Manager *cn*  
FROM: Liz Becher, Community Development Director *eb*  
SUBJECT: Casper Area Transportation Coalition Professional Services Contract Amendment

Meeting Type & Date:

Regular Council Meeting, May 5, 2020.

Action Type:

Resolution

Recommendation:

That Council, by resolution, approve Amendment No. 1 to the City of Casper's Contract for Professional Services with Casper Area Transportation Coalition (CATC), a Wyoming Non-Profit Corporation.

Summary:

On June 18, 2019, the City of Casper and Casper Area Transportation Coalition entered into a Contract for Professional Services for the demand response and fixed route transportation for the City and members of its general public. Beginning March 1, 2020, and due to the federal Coronavirus Aid, Relief, and Economic Security (CARES) Act recent funding allocation for transit, CATC's financial obligations will be reimbursed as follows:

Utility expense line items will be billed in accordance with existing line items as outlined in the Professional Services Contract dated June 18, 2019.

All other expense line items will be billed in accordance with the CARES Act. Funding will be provided at a 100-percent federal share, with no local match required, and will provide emergency assistance for transit expenses to support capital, operating, and other expenses to prevent, prepare for, and respond to COVID-19.

Financial Considerations:

Funding for this Amendment comes from a Federal Grant (FTA Section 5307), FTA CARES Act urbanized area formula funds, and the City of Casper General Fund.

Oversight/Project Responsibility:

Liz Becher, Community Development Director, has been tasked with overseeing this project.

Attachments:

Resolution

Amendment No. 1 to Contract for Professional Services

**AMENDMENT NO. 1 TO THE CONTRACT  
FOR PROFESSIONAL SERVICES (“AMENDMENT”)**

This Amendment to the Contract for Professional Services (“**Amendment**”) is entered into on this 5<sup>th</sup> day of May, 2020, by and between the following parties:

1. The City of Casper of Casper, Wyoming (“**City**”), a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601.
2. Casper Area Transportation Coalition, Inc. (“**Contractor**”), a Non-Profit Corporation, 1715 East 4<sup>th</sup> Street, Casper, Wyoming 82601.

Throughout this document, the City and the Contractor may be collectively referred to as the “**parties.**”

**RECITALS**

- A. On June 18, 2019, the City and Contractor entered into a *Contract for Professional Services* (“**Contract**”) for the demand response and fixed route transportation for the City and members of its general public.
- B. The Contract needs to be modified because of the outbreak of COVID-19.
- C. On January 30, 2020, the World Health Organization (“**WHO**”) declared the outbreak of COVID-19 a public health emergency of international concern.
- D. On January 31, 2020, the United States Department of Health and Human Services declared a national public health emergency.
- E. On March 11, 2020, the WHO declared COVID-19 a worldwide pandemic, and there is currently no vaccine or drug therapy available for COVID-19.
- F. The State of Wyoming is experiencing a public health emergency in response to the evolving outbreak of the novel coronavirus.
- G. On March 13, 2020, Wyoming Governor Mark Gordon declared a State of Emergency and Public Health Emergency in the State of Wyoming.
- H. On March 27, 2020, President Trump signed the *Coronavirus Aid, Relief, and Economic Security Act* (“**CARES**”), which, in part, provides state and local governments with emergency assistance for transit expenses to support capital, operating, and other expenses to prevent, prepare for, and respond to COVID-19.

I. The parties need to amend the Contract accordingly.

**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 1, SECTION 3, COMPENSATION.**

The following will be added after the last paragraph (City's Total Financial Obligation from Local and Federal Funds) of Part1, Section 3, of the Contract:

**CARES Funding**

The Contractor's utility expense line items will continue to be billed and paid in accordance with the original terms and conditions set forth in the existing Professional Services Contract dated June 18, 2019.

Until the CARES funding is completely expended, all financial obligations (except for the utility expense line as described above), including all other budgetary expense line items, retroactive to March 1, 2020, will be billed and reimbursed in accordance with CARES, including any regulations, policies and procedures created thereunder by the Federal Transit Administration or its designee. Currently, the FTA website (<https://www.transit.dot.gov/cares-act>) describes a 100-percent federal share, with no local match required, all as further described in Exhibit 1, which is hereby made a part of this Amendment.

If and when all CARES funding is completely expended, all financial obligations will be paid in accordance with the original terms and conditions of Part1, Section 3, of the Contract dated June 18, 2019, between the parties.

**3. 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

Walter Truitt

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

\_\_\_\_\_  
Steven K. Freel  
Mayor

WITNESS

CONTRACTOR  
Casper Area Transportation Coalition, Inc.  
A Wyoming Non-Profit Corporation

By: [Signature]  
Printed Name: John E. Jones  
Title: Executive Director

By: [Signature]  
Printed Name: Louis Grunwald  
Title: Pres

An official website of the United States government [Here's how you know](#) ▾

Find the Latest Information on the Coronavirus/COVID-19 at [FTA's Coronavirus landing page](#).

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# Coronavirus Aid, Relief, and Economic Security (CARES) Act

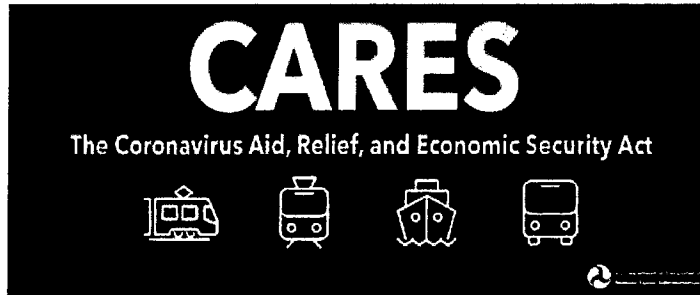
## Related Links

- CARES Act Supplemental Public Transportation Apportionments and Allocations
- FTA COVID-19 Landing Page
- COVID-19 FAQs
- Coronavirus Resources at the Department of Transportation
- Press release: Transportation Secretary Chao Announces \$25 Billion to Help Tran...

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Office of Communications and Congressional Affairs  
 Federal Transit Administration  
 1200 New Jersey Avenue, SE  
 Washington, DC 20590  
 United States

**Phone:** 202-366-4043  
**Business Hours:** 8:30 a.m.-5 p.m. ET, M-F



On Friday, March 27, 2020, President Trump signed the Coronavirus Aid, Relief, and Economic Security (CARES) Act into law. The CARES Act provides emergency assistance and health care response for individuals, families and businesses affected by the COVID-19 pandemic and provide emergency appropriations to support Executive Branch agency operations during the COVID-19 pandemic.

## Support for Public Transportation

FTA is allocating \$25 billion to recipients of urbanized area and rural area formula funds, with \$22.7 billion to large and small urban areas and \$2.2 billion to rural areas. Funding will be provided at a 100-percent federal share, with no local match required, and will be available to support capital, operating, and other expenses generally eligible under those programs to prevent, prepare for, and respond to COVID-19.

Operating expenses incurred beginning on January 20, 2020 for all rural and urban recipients, even those in large urban areas, are also eligible, including operating expenses to maintain transit services as well as paying for administrative leave for transit personnel due to reduced operations during an emergency.

- Learn more in FTA's Frequently Asked Questions
- See the press release

## CARES Apportionments

CARES funding will be disbursed through FTA apportionments to its Urbanized Area (Section 5307) and Rural Formula (Section 5311) programs.

## CARES Webinars

- CARES Act Overview for the Public Transportation Industry: Monday, April 6, 2020
  - Presentation | Recording | Transcript

Last updated: Monday, April 20, 2020

U.S. DEPARTMENT OF TRANSPORTATION

**Federal Transit Administration**

1200 NEW JERSEY AVENUE, SE

WASHINGTON, DC 20590

202-366-4043

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RESOLUTION NO. 20-86

A RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF CASPER AND CASPER AREA TRANSPORTATION COALITION, INC., (CATC), A WYOMING NON-PROFIT CORPORATION, FOR FISCAL YEAR 2020.

WHEREAS, on June 18, 2019, the City of Casper and CATC entered into a Contract For Professional Services ("Contract") for the demand response and fixed route transportation for the City and members of its general public; and,

WHEREAS, the parties need to amend the Contract in light of the COVID-19 pandemic, and funding changes as a result thereof.

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 above referenced Contract.

PASSED, APPROVED, AND ADOPTED on this 5<sup>th</sup> day of May, 2020.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Steven K. Freel  
Mayor

April 17, 2020

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Tracey L. Belser, Support Services Director *TLB*  
Dan Coryell, Fleet Manager  
SUBJECT: Declaring Certain City-Owned Property as Surplus Property

Meeting Type & Date  
Regular Council Meeting  
May 5, 2020

Action Type  
Resolution

Recommendation  
That Council, by resolution, declare certain City-owned property as surplus property.

Summary  
The City of Casper has identified equipment valued above five hundred dollars (\$500.00) that are no longer effective or necessary in providing City services. The City desires to dispose of this property pursuant to Wyoming State Statute 15-1-112 (a) using the online auction site GovDeals. A complete listing of the equipment is below:

- (1) 1996 John Deere Gator
- (1) 1988 Barrel Trailer (Homemade)
- (1) 2009 Ford F-350
- (1) 2008 Ford F-350
- (1) 1999 Freightliner FLD 120
- (1) 2007 John Deere Z-Trak Mower
- (1) 1987 Fire Pumper Truck
- (1) 1999 Ford Taurus
- (1) 2008 Ford E-450
- (1) 2008 Ford E-450
- (1) 2009 Ford E-350
- (1) 2009 Ford E-350
- (1) 2009 Chevrolet Transit Bus
- (1) 2010 Ford E-450

All items are located at the Casper Service Center and are no longer used by any departments.

Financial Considerations

Any revenue from an online auction of surplus property will go into a general revenue fund.

Oversight/Project Responsibility

The implementation and oversight of the online auction sale of the above mentioned surplus property will be completed by Dan Coryell, Fleet Manager.

Attachments

Resolution

RESOLUTION NO. 20-87

A RESOLUTION DECLARING CERTAIN CITY-OWNED PROPERTY AS SURPLUS PROPERTY, AND AUTHORIZING SALE OF SAME TO THE HIGHEST BIDDER.

WHEREAS, the City of Casper owns powered equipment which is valued at greater than Five Hundred Dollars (\$500) as described below; and,

WHEREAS, Wyoming Statute § 15-1-112 specifies the manner for disposing of municipal property; and,

WHEREAS, the City of Casper desires to sell said property through the surplus property sale process; and,

WHEREAS, the City of Casper will comply with Wyoming Statute § 15-1-112 in its disposal of the surplus/property.

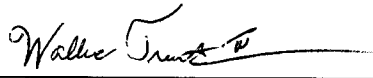
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: The below equipment is hereby declared surplus property and may be disposed of through a bid sale process, to the qualified highest bidder, all in accordance with Wyoming Statute § 15-1-112.

Unit Number	Description	Miles/hours
083199	1996 John Deere Gator	5077 HR
660080	1988 Barrel Trailer (Homemade)	N/A
660220	2009 Ford F-350	103,436
660214	2008 Ford F-350	116,116
070951	1999 Freightliner FLD 120	584,898
90963	2007 John Deere Z-Trak Mower	N/A
111135	1987 Fire Pumper Truck	189,309
202018	1999 Ford Taurus	65,951
230063	2008 Ford E-450	237,466
230064	2008 Ford E-450	190,109
230065	2009 Ford E-350	230,288
230066	2009 Ford E-350	222,515
230070	2009 Chevrolet Transit Bus	213,788
230073	2010 Ford E-450	119,411

BE IT FURTHER RESOLVED: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, the sale of said surplus property.

PASSED, APPROVED, AND ADOPTED this 5<sup>th</sup> day of May, 2020

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel  
City Clerk

\_\_\_\_\_  
Steven K Freel  
Mayor



April 16, 2020

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

FROM: Andrew Beamer, P.E., Public Services Director *AB*  
Bruce Martin, Public Utilities Manager

SUBJECT: Authorizing a Contract for Outside-City Water and Sewer Service with Jereco Cleaning Systems, LLC.

Meeting Type & Date

Regular Council Meeting

May 5, 2020

Action type

Resolution

Recommendation

That Council, by resolution, authorize a Contract for Outside-City Water and Sewer Service with Jereco Cleaning Systems, LLC.

Summary

This contract provides Outside-City water and sewer service for a parcel of land located at 1720 Bryan Stock Trail, which is immediately west of Metro Road. The property will obtain service by connecting into water and sewer mains located in Bryan Stock Trail.

This property will not be required to annex at this time; however, a Commitment to Annex has been signed as it is within Casper's growth boundary. The Public Utilities Advisory Board conceptually approved the contract at its April 22, 2020 meeting and has recommended Council approval.

Financial Considerations

No financial considerations

Oversight/Project Responsibility

Bruce Martin, Public Utilities Manager

Attachments

Resolution

Agreement

Commitment to Annex

## CONTRACT FOR OUTSIDE-CITY WATER AND SEWER SERVICE

THIS AGREEMENT is made, dated, and signed this 5<sup>th</sup> day of May, 2020, by and between the City of Casper, Wyoming, a municipal corporation, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as "City", and Jereco Cleaning Systems, LLC, 433 Oleander Street, Casper Wyoming 82604; hereinafter referred to as "Owner."

### RECITALS

- A. Owner is the owner of certain land as described in Exhibit "A" being a portion of the E1/2SE1/4SE1/4NE1/4, Section 34, Township 34 North, Range 79 West of the 6<sup>th</sup> P.M., in Natrona County, Wyoming, with an address of 1720 Bryan Stock Trail Casper, Wyoming 82601, which is not within the corporate limits of the City of Casper; and,
- B. Owner desires to obtain water and sewer service from City for such property as described in Exhibit "A"; and,
- C. Owner can connect by a service line into the 16-inch water main located in Bryan Stock Trail; and,
- D. A sanitary sewer main owned and operated by the City is within three hundred feet (300') of the property; and,
- E. Owner and City have agreed to such outside-city water and sewer service under the terms and conditions of this Agreement.

NOW THEREFORE, it is hereby agreed among the parties as follows:

1. Service

- a. The property served shall be limited to that described in Exhibit "A." No other properties shall be served without the express permission of the City Council of the City of Casper.
- b. Owner shall be allotted one (1) water and one (1) sewer service connection and meter to the property shown on Exhibit "A." No other properties may be served from this connection.
- c. The City will install water or sewer service taps to connect to the existing water and sewer mains at the request of the Owners, in accordance with the then-prevailing costs and procedures, and in accordance with the then-existing City standards and specifications.
- d. The Owner shall be responsible for obtaining easements from other property owners for their water and/or sewer service lines as needed at its sole cost and expense.

- e. The Owner shall install one, ¾-inch or 1-inch water service line from the building to be served to the curb box or meter pit at the property line at the Owner's sole cost and expense. The water service line curb box shall be installed approximately ten (10) feet from the transmission line.

2. Right of Inspection

- a. The City shall have the right to inspect all water and sewer system construction. All water and sewer system construction must meet City requirements. Before connection of the services to any building, all work must be accepted and approved by the City.
- b. The curb box for the water service line shall be protected during the subsequent course of developing the property from damage, and the Owner shall be wholly responsible for the repair and replacement to the City'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.

3. Charges for Service

- a. All meter pits, vaults, and water meters, as required by the City's staff, shall be obtained and installed by and at the Owner's sole cost and expense according to the rules and regulations of the City. The meter pit or vault shall remain the property of the Owner and be located on the property lines.
- b. The Owner will pay to the City the then-current outside-City system investment charge for each connection to be served with water and sewer. The Owner shall also pay to the Central Wyoming Regional Water System Joint Powers Board, the then-current Regional Water System investment charge for each connection to be served with water. Payment will be made prior to actual receipt of water and sewer service provided by the City.
- c. The charge for water and sewer service provided shall be at the City's existing rate as the same shall apply from time to time for all retail outside-City water and sewer service, until such time as said property is annexed into the City of Casper. After annexation, the rates will be the existing rates for retail inside-City water and sewer service.

4. Regulation

- a. Water service to be provided shall be only to the extent provided for herein and to the extent that said water service is available and above that which is necessary to satisfy the needs of the incorporated area of the City of Casper. In times of drought, extreme demand, or facility failure, water service may not be available.

- b. Owner shall make the necessary provisions so that each building to be served shall have a pressure reducing valve limiting pressure to a maximum of 60 psi, and shall encourage all residents to adhere to the following water saving device recommendations: toilets with a maximum flush of 3 1/3 gallons; aerators which provide for a maximum flow of 1 gpm on all bathroom sinks; and water saving shower heads to limit flow to a maximum 3.0 gpm.
- c. The Owner agrees to abide by the rules and regulations of the City regarding the use of its water and sewer facilities, all relevant ordinances of the City of Casper relating to water and sewer service; all other state and federal laws, rules, and regulations including, but not limited, to all provisions of the Federal Pretreatment Regulations (40CFR, Part 403), and all City ordinances relating to industrial pretreatment.

5. Fire Flows

- a. The Owner agrees that fire flow capabilities to his properties are impractical at this time. The Owner, by signing this agreement, understands that there are certain risks that Owner and Owner's property may be subject to by not having fire flow capabilities. The Owner is willing to assume these risks and irrevocably, fully and forever releases and discharges the City of Casper, the City Council, and its mayor, the Casper Public Utilities Board, and all their officers, employees, agents, managers, and contractors from all negligence, claims, demands, liabilities, causes of action, or damages of any kind relating to any harm, personal injury, wrongful death, property damage, or debt suffered resulting from lack of fire flow to Owner's property.
- b. The terms of this release in this Agreement are contractual and not a mere recital. If the property is owned or leased by the Owner, and anyone else as husband and wife, tenants in common, partnership, corporation, or any other legal entity other than an individual, Owner hereby states and certifies that the Owner is authorized by such individual or other entity to bind such individual or entity to this release. This release shall be binding upon the Owner's personal representatives, heirs, successors, and/or assigns. The Owner acknowledges by execution of this release that Owner fully understands these provisions and fully and voluntarily enters into them. This release shall not affect any immunities of the City of Casper pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., as amended.

6. Construction Term

The Owner shall be allowed two (2) years from the date of this Agreement to complete the water and sewer service line construction and necessary improvements as set forth herein. Should the construction not be completed within this time period, this Agreement shall automatically become null and void.

7. Annexation

- a. The Owner hereby agrees to annex its property to the City upon the request of the City Council, or upon a property owner's petition for the annexation thereof. The Owner and its mortgagee(s) shall execute a commitment to annex its property to the City of Casper on a form acceptable to the City of Casper. The commitment to annex form shall be executed concurrently with this Agreement. It shall provide that the commitment to annex shall be binding upon the Owner and its mortgagee(s), their heirs, successors, and assigns forever, and shall be included in every sale, conveyance or mortgage involving the above-described property. It shall further run with and bind the real property described and set forth in Exhibit "A." This Agreement shall terminate, and be null and void between the parties, and the City shall have the right to terminate all services provided under this Agreement if the Owner fails to annex its property to the City within one (1) year after being requested to do so by the City Council, or within (1) year after the City Council's approval of a property owner's petition for the annexation thereof.
- b. Upon annexation and thereafter, Outside Property Owners shall dedicate all rights of way and easements deemed necessary to the City, all in a form acceptable to the City and meeting Casper Municipal Code requirements.
- c. Upon annexation and thereafter, Outside Property Owners, at their sole cost and expense, shall plat any unplatted property in accordance with requirements set forth in the Casper Municipal Code.
- d. Upon annexation and thereafter, Outside Property Owners shall agree to waive any statutory right to oppose City zoning requirements or designations as set forth in the Casper Municipal Code.

8. Future Improvements

- a. The Owner agrees to participate in future water system, sewer system, street improvements, sidewalk improvements, street lighting improvements, and other needed municipal improvements on Bryan Stock Trail at the request of the City Council of Casper. The participation may be with the City of Casper, an Improvement and Service District, a Water and Sewer District, or a private developer.
- b. Future design and construction costs include, but are not limited to, planning, design, construction, land acquisition, financing, and legal.
- c. The Owner agrees to and hereby waives any statutory right to protest the commitment to participate in future water system, sewer system, street, sidewalk, street lighting, or other needed municipal system improvements. The Owner further agrees to and hereby waives any statutory right to protest the creation of a Local Assessment District, an Improvement and Service District, or a Water and

Sewer District established for the purpose of street, sidewalk, street lighting, or other needed municipal improvements which would encompass his property.

- d. This commitment to participate in future water system, sewer system, street, sidewalk, street lighting, or other municipal improvement design and construction shall be included in every sale, conveyance, or mortgage involving the above described property and shall be binding upon the current owners and mortgagees, and all heirs, successors in interest and assigns. This commitment shall be binding upon and run with the land set forth herein.
- e. Needed water and sewer main extensions/improvements including, but not limited to, planning, design, land acquisition, and construction are the responsibility of the Outside Property Owner. Water and sewer main extensions must extend to and through the property. Water and sewer service lines must not extend in rights of way beyond the property line without approval of the City Engineer. Outside Property Owners are responsible for the costs associated with the extensions/improvements.

9. Discontinuance of Utility Services/Remedies

- a. A utility service provided under this Agreement may be discontinued in accordance with Casper Municipal Code Section 13.03.070, or for any material breach of this Agreement by the Owner.
- b. The remedies in this section are in addition to any other remedies in this Agreement, or which the City may otherwise have at law or equity, and are not a limitation on the same. The Owner further agrees to pay all reasonable attorneys' fees, court costs, and litigation costs if the City must enforce the provisions of this Agreement in a court of law.

10. General Provisions

- a. Successors, Assigns and Recording: 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 as set forth in Exhibit "A" attached hereto, and shall be recorded in the Natrona County real estate records by the City at the Owner's sole cost and expense. 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 any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. If application of this Severability provision should materially and adversely affect the economic substance of the transactions contemplated hereby, the Party adversely impacted shall be entitled to compensation for such adverse impact, provided the reason for the invalidity or unenforceability of a term is not due to the misconduct by the Party seeking such compensation.
- 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:

Jeremy Clark  
Owner/President  
Jereco Cleaning Systems, LLC  
433 Oleander Street  
Casper, Wyoming 82604

City of Casper  
Attn: Public Services Director  
200 North David  
Casper, Wyoming 82601

- 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.

[The rest of this page is intentionally left blank]



EXECUTED the day and year first above written.

APPROVED AS TO FORM:

Walter Trumbull

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation:

Fleur Tremel  
City Clerk

Steven K. Freel  
Mayor

WITNESS:

OWNER:  
Jereco Cleaning Systems, LLC  
P.O. Box 2655  
Casper, Wyoming 82602

Ronald E. Wright

Jeremy Clark  
Owner/President

The undersigned mortgagee for Jereco Cleaning Systems, LLC hereby agrees to, consents, and ratifies this agreement.

April 10, 2020  
Date

Platte Valley Bank  
MORTGAGEE

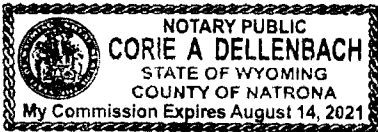
By: Ronald E. Wright

Printed Name: Ronald E. Wright

Title: President

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me this 10 day of April, 2020, by Jeremy Clark as Owner/President of Jereco Cleaning Systems, LLC.

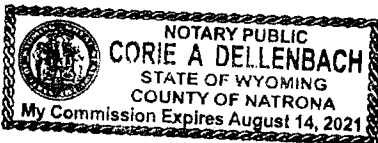
(seal) 

Corie A. Dellenbach  
NOTARY PUBLIC

My commission expires: August 14, 2021

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me this 10 day of April, 2020, by Ronald E. Wright as the President of Platte Valley Bank the Mortgagee.

(seal) 

Corie A. Dellenbach  
NOTARY PUBLIC

My commission expires: August 14, 2021

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Steven K. Freel as Mayor of City of Casper, Wyoming, a Wyoming municipal corporation.

(seal)

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

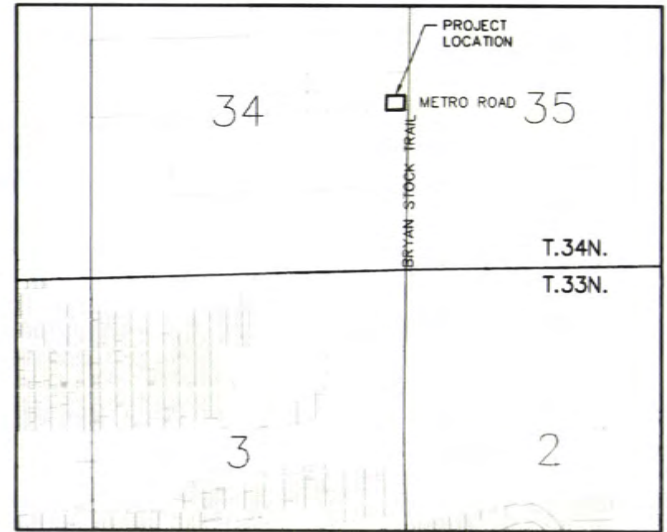
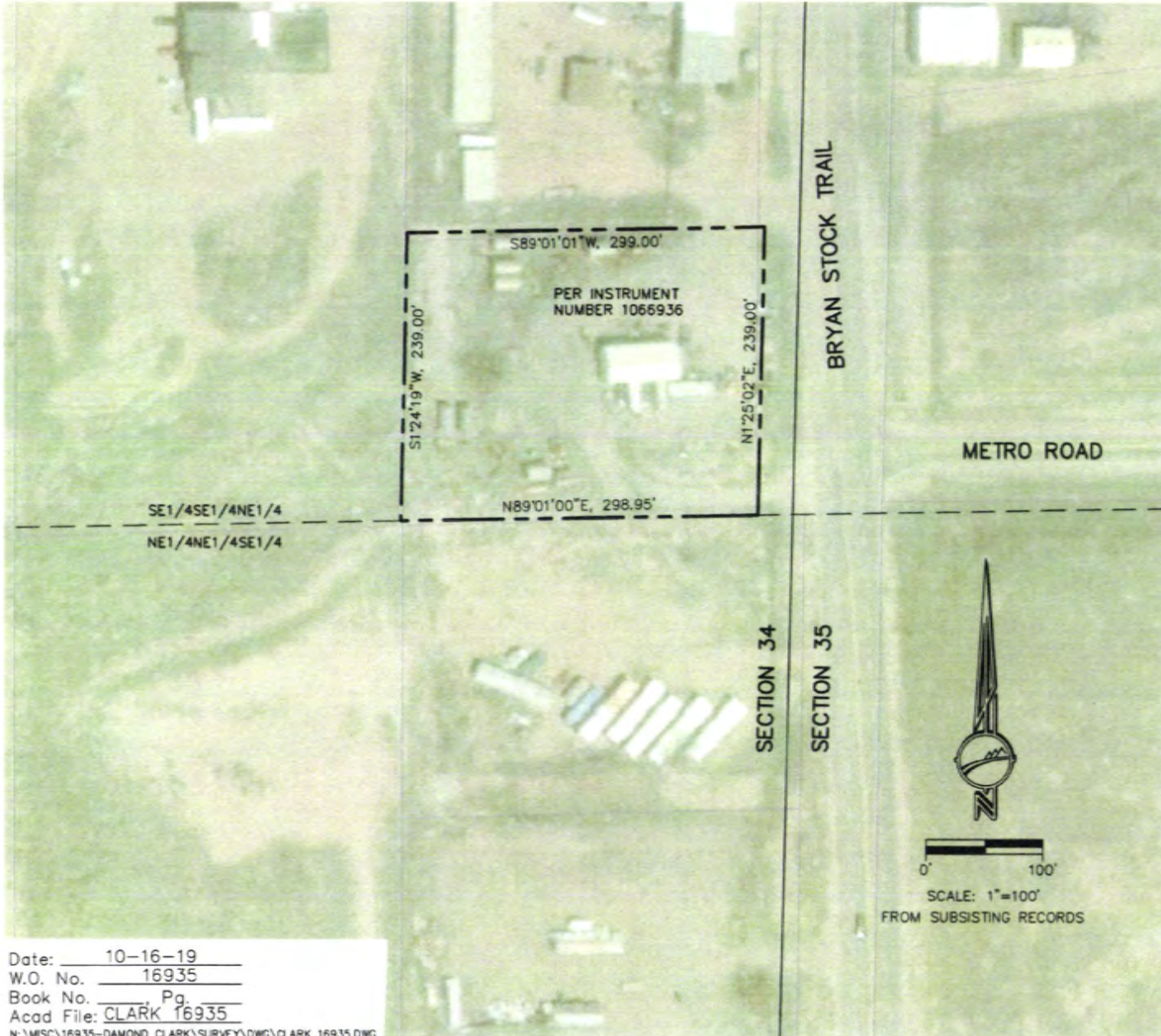
**EXHIBIT "A"**

WLC ENGINEERING & SURVEYING  
 200 PRONGHORN STREET, CASPER, WYOMING 82601  
 FOR

Client DAMOND CLARK Address 313 AZALEA STREET  
 City CASPER State WYOMING Zip 82604

**PROPERTY LOCATION PLAT**

E1/2SE1/4SE1/4NE1/4 Section 34, T. 34 N., R. 79 W., 6th Principal Meridian, Wyoming  
 City CASPER County NATRONA State WYOMING



**VICINITY MAP**  
 SCALE: 1"=2000'

Date: 10-16-19  
 W.O. No. 16935  
 Book No.      Pg.       
 Acad File: CLARK 16935  
 N:\MISC\16935-DAMOND CLARK\SURVEY\DWG\CLARK 16935.DWG

Jerco Cleaning Systems, LLC  
 Outside-City Water & Sewer Service Contract  
 Exhibit "A" Page 1 of 2

WARRANTY DEED

PATRICK M. BROWNELL, grantor(s) of Natrona County, State of Wyoming, for and in consideration of Ten Dollars and Other Good and Valuable Consideration, in hand paid, receipt whereof is hereby acknowledged, Convey and Warrant To

JERECO CLEANING SYSTEMS LLC, grantee(s), whose address is:  
433 OLEANDER  
1720 BRYAN STOCK TRAIL CASPER, WY 82604  
Casper, WY 82601

of Natrona County and State of Wyoming, the following described real estate, situate in Natrona County and State of WYOMING, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to wit:

A PARCEL BEING A PORTION OF THE E½SE¼NE¼ SECTION 34, TOWNSHIP 34 NORTH, RANGE 79 WEST OF THE 6TH P.M., NATRONA COUNTY, WYOMING, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 34 MARKED BY A BRASS CAP; THENCE S.89°01'W. ALONG THE SOUTH LINE OF THE NE¼ OF SAID SECTION 34, A DISTANCE OF 30.03 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL AND THE POINT OF BEGINNING; THENCE N.1°25'02"E., 30.00 FEET DISTANT FROM AND PARALLEL TO THE EAST LINE OF SAID SECTION 34 A DISTANCE OF 239.00 FEET TO A POINT, SAID POINT BEING THE NORTHEAST CORNER OF SAID PARCEL; THENCE S.89°01'01"W., A DISTANCE OF 299.00 FEET TO A POINT, SAID POINT BEING THE NORTHWEST CORNER OF SAID PARCEL; THENCE S.1°24'19"W. A DISTANCE OF 239.00 FEET TO A POINT ON THE SOUTH LINE OF THE NE¼ OF SAID SECTION 34 AND THE SOUTHWEST CORNER OF SAID PARCEL; THENCE N.89°01'E. ALONG SAID SOUTH LINE OF THE NE¼ A DISTANCE OF 298.95 FEET TO THE POINT OF BEGINNING.

Subject to Covenants, Conditions, Restrictions, and Easements of Record, if any.

Witness my/our hand(s) this 19 day of July, 2019.

*Patrick M. Brownell*  
PATRICK M. BROWNELL

State of Wyoming WASHINGTON,  
County of Natrona King ) ss.

The foregoing instrument was acknowledged before me by PATRICK M. BROWNELL.

This 19 day of JULY, 2019.  
Witness my hand and official seal.

My Commission expires: 11/10/2019 *Falana B Clark*  
Notarial Officer

FALANA B CLARK  
Notary Public  
State of Washington  
My Commission Expires  
November 10, 2019

7/22/2019 2:53:52 PM NATRONA COUNTY CLERK  
Pages: 1 Tracy Good  
Recorded: SA  
Fee: \$12.00  
AMERICAN TITLE AGENCY  
1066936

**COMMITMENT TO ANNEX TO THE CITY OF CASPER, WYOMING**  
(Corporate/Partnership Form)

We, Jereco Cleaning Systems LLC and Platte Valley Bank respectively the owner(s) and mortgagee of the following described real estate located in Natrona County, to-wit:

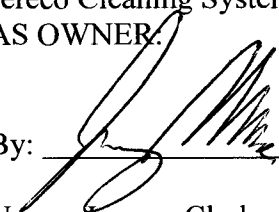
**JERECO CLEANING SYSTEMS LLC  
1720 BRYAN STOCK TRAIL  
CASPER, WYOMING, NATRONA COUNTY  
PROPERTY AS DESCRIBED IN EXHIBIT "A"**

for valuable consideration, the receipt of which is hereby acknowledged, agree and commit to the annexation of the above-described property to the City of Casper, Wyoming at the request of the Casper City Council or on a property owner's petition. The undersigned further waive any statutory or other right to protest any such annexation.

This commitment to annex shall run with and bind the above described real property, and shall be included in every sale, conveyance or mortgage involving the above-described property. This commitment to annex shall be binding upon the said Owner and Mortgagee, and their heirs, successors, and assigns forever.

Jereco Cleaning Systems, LLC  
AS OWNER.

Date April 10, 2020


By: 

Name: Jeremy Clark

Title: Owner/President

Date April 10, 2020

Platte Valley Bank  
MORTGAGEE

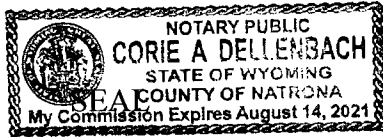
By: 

Name: Ronald E. Wright

Title: President

STATE OF Wyoming )  
COUNTY OF Natrona ) ss.

This instrument was acknowledged before me this 10 day of April, 2020,  
by Jeremy Clark, as Owner/President of Jereco Cleaning Systems, LLC.

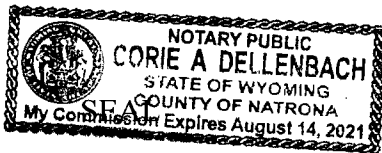


Corie A. Dellenbach  
Notary Public

My commission expires: August 14, 2021

STATE OF Wyoming )  
COUNTY OF Natrona ) ss.

This instrument was acknowledged before me this 10 day of April,  
2020, by Ronald E. Wright, as President of  
Platte Valley Bank, MORTGAGEE.



Corie A. Dellenbach  
Notary Public

My commission expires: August 14, 2021

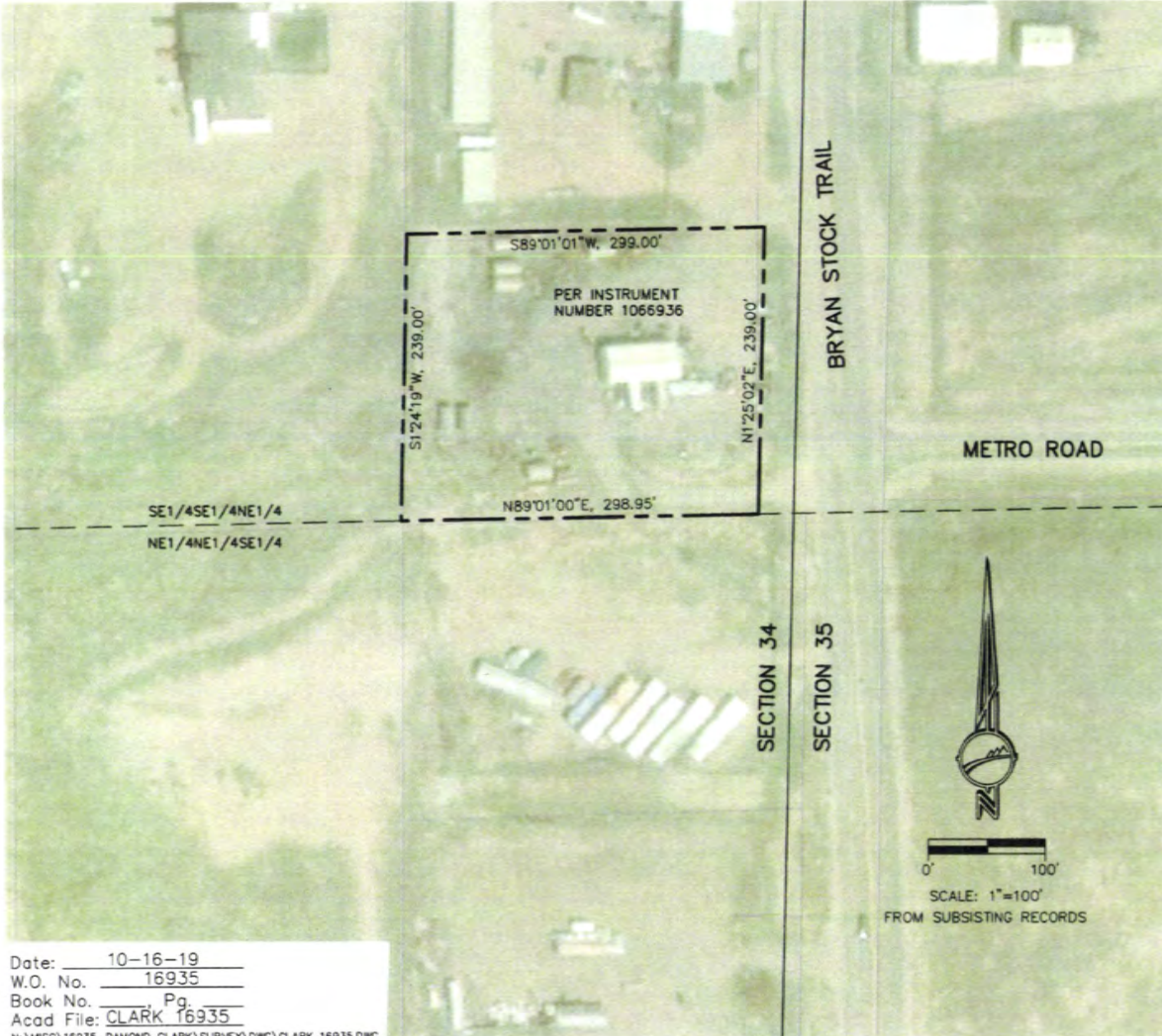
**EXHIBIT "A"**

WLC ENGINEERING & SURVEYING  
 200 PRONGHORN STREET, CASPER, WYOMING 82601  
 FOR

Client DAMOND CLARK Address 313 AZALEA STREET  
 City CASPER State WYOMING Zip 82604

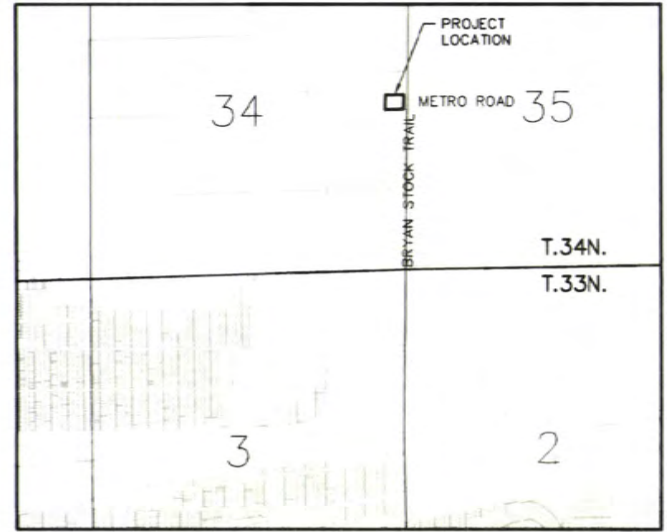
**PROPERTY LOCATION PLAT**

E1/2SE1/4SE1/4NE1/4 Section 34, T. 34 N., R. 79 W., 6th Principal Meridian, Wyoming  
 City CASPER County NATRONA State WYOMING



Date: 10-16-19  
 W.O. No. 16935  
 Book No.      Pg.       
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 N:\MISC\16935-DAMOND CLARK\SURVEY\DWG\CLARK 16935.DWG

Jereco Cleaning Systems, LLC  
 Commitment to Annex  
 Exhibit "A" Page 1 of 2



VICINITY MAP  
 SCALE: 1"=2000'

**WARRANTY DEED**

PATRICK M. BROWNELL, grantor(s) of Natrona County, State of Wyoming, for and in consideration of Ten Dollars and Other Good and Valuable Consideration, in hand paid, receipt whereof is hereby acknowledged, Convey and Warrant To

JERECO CLEANING SYSTEMS LLC, grantee(s), whose address is:  
433 OLEANDER  
1720 BRYAN STOCK TRAIL CASPER, WY 82604  
Casper, WY 82601

of Natrona County and State of Wyoming, the following described real estate, situate in Natrona County and State of WYOMING, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to wit:

A PARCEL BEING A PORTION OF THE E~~X~~S~~E~~Y~~S~~E~~N~~E~~N~~E~~E~~ SECTION 34, TOWNSHIP 34 NORTH, RANGE 79 WEST OF THE 6TH P.M., NATRONA COUNTY, WYOMING, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 34 MARKED BY A BRASS CAP; THENCE S.89°01'W. ALONG THE SOUTH LINE OF THE NE~~1~~/~~4~~ OF SAID SECTION 34, A DISTANCE OF 30.03 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL AND THE POINT OF BEGINNING; THENCE N.1°25'02"E., 30.00 FEET DISTANT FROM AND PARALLEL TO THE EAST LINE OF SAID SECTION 34 A DISTANCE OF 239.00 FEET TO A POINT, SAID POINT BEING THE NORTHEAST CORNER OF SAID PARCEL; THENCE S.89°01'01"W., A DISTANCE OF 299.00 FEET TO A POINT, SAID POINT BEING THE NORTHWEST CORNER OF SAID PARCEL; THENCE S.1°24'19"W. A DISTANCE OF 239.00 FEET TO A POINT ON THE SOUTH LINE OF THE NE~~1~~/~~4~~ OF SAID SECTION 34 AND THE SOUTHWEST CORNER OF SAID PARCEL; THENCE N.89°01'E. ALONG SAID SOUTH LINE OF THE NE~~1~~/~~4~~ A DISTANCE OF 298.95 FEET TO THE POINT OF BEGINNING.

Subject to Covenants, Conditions, Restrictions, and Easements of Record, if any.


Witness my/our hand(s) this 19 day of JULY, 2019.

  
PATRICK M. BROWNELL

State of Wyoming WASHINGTON, )  
County of Natrona King ) ss.

The foregoing instrument was acknowledged before me by PATRICK M. BROWNELL.

This 19 day of JULY, 2019.  
Witness my hand and official seal.

My Commission expires: 11/10/2019   
Notarial Officer

FALANA B CLARK  
Notary Public  
State of Washington  
My Commission Expires  
November 10, 2019

  
7/22/2019 2:53:52 PM NATRONA COUNTY CLERK  
Pages: 1 Tracy Good  
Recorded: SA  
Fee: \$12.00  
AMERICAN TITLE AGENCY  
**1066936**



RESOLUTION NO.20-88

A RESOLUTION AUTHORIZING A CONTRACT FOR  
OUTSIDE-CITY WATER AND SEWER SERVICE WITH  
JERECO CLEANING SYSTEMS, LLC.

WHEREAS, Jereco Cleaning Systems, LLC has requested outside-City water and sewer service from the City of Casper for 1720 Bryan Stock Trail Casper, Wyoming 82604; and,

WHEREAS, a contract for providing such water and sewer service has been proposed containing obligations concerning all parties; and,

WHEREAS, such contract is deemed to be in the best interest of the City of Casper.

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 Outside-City Water and Sewer Service with Jereco Cleaning Systems, LLC, 433 Oleander Street, Casper, Wyoming 82604.

PASSED, APPROVED, AND ADOPTED this 5<sup>th</sup> day of May, 2020.

APPROVED AS TO FORM:

  
\_\_\_\_\_


ATTEST:


\_\_\_\_\_  
Fleur Tremel  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Steven K. Freel  
Mayor

April 16, 2020

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director   
Bruce Martin, Public Utilities Manager

SUBJECT: Authorizing a Contract for Outside-City Water Service with Ashton J. and  
Joanna Wilson

Meeting Type & Date

Regular Council Meeting

May 5, 2020

Action type

Resolution

Recommendation

That Council, by resolution, authorize a Contract for Outside-City Water Service with Ashton J. and Joanna Wilson.

Summary

This contract provides Outside-City water service for a parcel of land located west of Casper in the Squaw Creek Area. The property will obtain water service by tying into the new 12-inch West Casper Zone II water main located in Brandywine or Bordeaux Roads.

This property is not contiguous to the Casper City limits and a Commitment to Annex has been signed as it is within Casper's growth boundary. The Public Utilities Advisory Board conceptually approved the contract at its April 22, 2020 meeting and has recommended Council approval.

Financial Considerations

No financial considerations

Oversight/Project Responsibility

Bruce Martin, Public Utilities Manager

Attachments

Resolution

Agreement

Commitment to Annex

Ashton J. and Joanna Wilson  
Contract for Outside-City Water Service

Page 1 of 1

## CONTRACT FOR OUTSIDE-CITY WATER SERVICE

THIS AGREEMENT is made, dated, and signed this 5<sup>th</sup> day of May, 2020, by and between the City of Casper, Wyoming, a municipal corporation, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as "City", and Ashton J. and Joanna Wilson, 3620 South Coffman, Casper, Wyoming 82604; hereinafter referred to as "Owner."

### RECITALS

- A. Owner is the owner of certain land as described in Exhibit "A" being Tracts 21 and 22 of the Swingle Ranch Tracts, the S1/2, Section 24, Township 33 North, Range 80 West of the 6<sup>th</sup> P.M., in Natrona County, Wyoming, with an address of 5665 Bordeaux Road, Casper, Wyoming 82604 which is not within the corporate limits of the City of Casper; and,
- B. Owner desires to obtain water service from City for such property as described in Exhibit "A"; and,
- C. Owner can connect by a service line into the 12-inch water main located in Bordeaux Road; and,
- D. Owner and City have agreed to such outside-city water service under the terms and conditions of this Agreement.

NOW THEREFORE, it is hereby agreed among the parties as follows:

#### 1. Service

- a. The property served shall be limited to that described in Exhibit "A." No other properties shall be served without the express permission of the City Council of the City of Casper.
- b. Owner shall be allotted one (1), water service connection and meter to the property shown on Exhibit "A." No other properties may be served from this connection.
- c. The Owner shall install one,  $\frac{3}{4}$ -inch or 1-inch water service line from the building to be served to the curb box or meter pit at the property line at the Owner's sole cost and expense. The water service line curb box shall be installed approximately ten (10) feet from the transmission line.
- d. The Owner shall be responsible for obtaining easements from other property owners for the water service line as needed at its sole cost and expense.

2. Right of Inspection

- a. The City shall have the right to inspect all water system construction. All water system construction must meet City requirements. Before connection of the water services to any building, all work must be accepted and approved by the City.
- b. The curb box for the water service line shall be protected during the subsequent course of developing the property from damage, and the Owner shall be wholly responsible for the repair and replacement to the City'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.

3. Charges for Service

- a. All meter pits, vaults, and water meters, as required by the City's staff, shall be obtained and installed by and at the Owner's sole cost and expense according to the rules and regulations of the City. The meter pit or vault shall remain the property of the Owner and be located on the property lines.
- b. Owner will pay to the City the then-current outside-City system investment charge for each connection (lot) to be served with water. The Owner shall also pay to the Central Wyoming Regional Water System Joint Powers Board, the then-current Regional Water System investment charge for each connection to be served with water. Payment will be made prior to actual receipt of water service provided by the City.
- c. The charge for water service provided shall be at the City's existing rate as the same shall apply from time to time for all retail outside-City water service, until such time as said property is annexed into the City of Casper. After annexation, the rates will be the existing rates for retail inside-City water service.

4. Regulation

- a. Water service to be provided shall be only to the extent provided for herein and to the extent that said water service is available and above that which is necessary to satisfy the needs of the incorporated area of the City of Casper. In times of drought, extreme demand, or facility failure, water service may not be available.
- b. Owner shall make the necessary provisions so that each building to be served shall have a pressure reducing valve limiting pressure to a maximum of 60 psi, and shall encourage all residents to adhere to the following water saving device recommendations: toilets with a maximum flush of 3 1/3 gallons; aerators which provide for a maximum flow of 1 gpm on all bathroom sinks; and water saving shower heads to limit flow to maximum 3.0 gpm.

- c. The Owner agrees to abide by the rules and regulations of the City regarding the use of its water and sewer facilities, all relevant ordinances of the City of Casper relating to water and sewer service; all other state and federal laws, rules, and regulations including, but not limited to, all provisions of the Federal Pretreatment Regulations (40CFR, Part 403), and all City ordinances relating to industrial pretreatment.

5. Fire Flows

- a. The Owner agrees that fire flow capabilities to his properties are impractical at this time. The Owner, by signing this agreement, understands that there are certain risks that Owner and Owner's property may be subject to by not having fire flow capabilities. The Owner is willing to assume these risks and irrevocably, fully and forever releases and discharges the City of Casper, the City Council, and its mayor, the Casper Public Utilities Board, and all their officers, employees, agents, managers, and contractors from all negligence, claims, demands, liabilities, causes of action, or damages of any kind relating to any harm, personal injury, wrongful death, property damage, or debt suffered resulting from lack of fire flow to Owner's property.
- b. The terms of this release in this Agreement are contractual and not a mere recital. If the property is owned or leased by the Owner, and anyone else as husband and wife, tenants in common, partnership, corporation, or any other legal entity other than an individual, Owner hereby states and certifies that the Owner is authorized by such individual or other entity to bind such individual or entity to this release. This release shall be binding upon the Owner's personal representatives, heirs, successors, and/or assigns. The Owner acknowledges by execution of this release that Owner fully understands these provisions and fully and voluntarily enters into them. This release shall not affect any immunities of the City of Casper pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., as amended.

6. Construction Term

The Owner shall be allowed two (2) years from the time of consummation of this Agreement to complete the water service line construction and necessary improvements. Should the construction not be completed within this time period, this Agreement shall automatically become null and void.

7. Annexation

- a. The Owner hereby agrees to annex its property to the City upon the request of the City Council, or upon a property owner's petition for the annexation thereof. The Owner and its mortgagee(s) shall execute a commitment to annex its property to the City of Casper on a form acceptable to the City of Casper. The commitment to annex form shall be executed concurrently with this agreement. It shall provide

that the commitment to annex shall be binding upon the Owner and its mortgagee(s), their heirs, successors, and assigns forever, and shall be included in every sale, conveyance or mortgage involving the above-described property. It shall further run with and bind the real property described and set forth in Exhibit "A." This Agreement shall terminate, and be null and void between the parties, and the City shall have the right to terminate all services provided under this Agreement if the Owner fails to annex its property to the City within one (1) year after being requested to do so by the City Council, or within one (1) year after the City Council's approval of a property owner's petition for the annexation thereof.

- b. Upon annexation and thereafter, Outside Property Owners shall dedicate all rights of way and easements deemed necessary to the City, all in a form acceptable to the City and meeting Casper Municipal Code requirements.
- c. Upon annexation and thereafter, Outside Property Owners, at their sole cost and expense, shall plat any unplatted property in accordance with requirements set forth in the Casper Municipal Code.
- d. Upon annexation and thereafter, Outside Property Owners shall agree to waive any statutory right to oppose City zoning requirements or designations as set forth in the Casper Municipal Code.

#### 8. Future Improvements

- a. The Owner agrees to participate in future water system, sewer system, street improvements, sidewalk improvements, street lighting improvements, and other needed municipal improvements in the area at the request of the City Council of Casper. The participation may be with the City of Casper, an Improvement and Service District, a Water and Sewer District, or a private developer.
- b. Future design and construction costs include, but are not limited to, planning, design, construction, land acquisition, financing, and legal.
- c. The Owner agrees to and hereby waives any statutory right to protest the commitment to participate in future water system, sewer system, street, sidewalk, street lighting, or other needed municipal system improvements. The Owner further agrees to and hereby waives any statutory right to protest the creation of a Local Assessment District, an Improvement and Service District, or a Water and Sewer District established for the purpose of street, sidewalk, street lighting, or other needed municipal improvements which would encompass his property.
- d. This commitment to participate in future water system, sewer system, street, sidewalk, street lighting, or other municipal improvement design and construction shall be included in every sale, conveyance, or mortgage involving the above described property and shall be binding upon the current owners and mortgagees,

and all heirs, successors in interest and assigns. This commitment shall be binding upon and run with the land set forth herein.

- e. Needed water and sewer main extensions/improvements including, but not limited to, planning, design, land acquisition, and construction are the responsibility of the Outside Property Owner. Water and sewer main extensions must extend to and through the property. Water and sewer service lines must not extend in rights of way beyond the property line without approval of the City Engineer. Outside Property Owners are responsible for the costs associated with the extensions/improvements.

9. Discontinuance of Utility Services/Remedies

- a. A utility service provided under this Agreement may be discontinued in accordance with Casper Municipal Code Section 13.03.070, or for any material breach of this Agreement by the Owner.
- b. The remedies in this section are in addition to any other remedies in this Agreement, or which the City may otherwise have at law or equity, and are not a limitation on the same. The Owner further agrees to pay all reasonable attorneys' fees, court costs, and litigation costs if the City must enforce the provisions of this Agreement in a court of law.

10. General Provisions

- a. Successors, Assigns and Recording: 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 and set forth in Exhibit "A" attached hereto, and shall be recorded in the Natrona County real estate records by the City at the Owner's sole cost and expense. 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 any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. If application of this Severability provision should materially and adversely affect the economic substance of the transactions contemplated hereby, the Party adversely impacted shall be entitled to compensation for such adverse impact, provided the reason for the invalidity or unenforceability of a term is not due to the misconduct by the Party seeking such compensation.
- 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:

Owner Info  
Ashton J. and Joanna Wilson  
3620 South Coffman  
Casper, Wyoming 82604

City of Casper  
Attn: Public Services Director  
200 North David  
Casper, Wyoming 82601



- 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.

[The rest of this page is intentionally left blank.]

EXECUTED the day and year first above written.

APPROVED AS TO FORM:

Walter Smith

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation:

\_\_\_\_\_  
Fleur Tremel  
City Clerk

\_\_\_\_\_  
Steven K. Freel  
Mayor

OWNER:

Ashton J. Wilson  
Ashton J. Wilson

OWNER:

Joanna Wilson  
Joanna Wilson

The undersigned mortgagee for Ashton J. and Joanna Wilson hereby agrees to, consents, and ratifies this agreement.

\_\_\_\_\_  
Date

W/A  
MORTGAGEE

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

Printed Name: \_\_\_\_\_

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

STATE OF WYOMING )  
 ) SS.  
COUNTY OF NATRONA )

This instrument was acknowledged before me this 14<sup>th</sup> day of April, 2020,  
by Ashton J. Wilson.

(seal)



Lori L. Swenson  
NOTARY PUBLIC

My commission expires: March 23, 2023

STATE OF WYOMING )  
 ) SS.  
COUNTY OF NATRONA )

This instrument was acknowledged before me this 14<sup>th</sup> day of April, 2020,  
by Joanna Wilson.

(seal)



Lori L. Swenson  
NOTARY PUBLIC

My commission expires: March 23, 2023

STATE OF WYOMING )  
 ) SS.  
COUNTY OF NATRONA )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by  
\_\_\_\_\_ as \_\_\_\_\_  
of \_\_\_\_\_ the Mortgagee.

(seal)

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

STATE OF WYOMING     )  
  ) ss.  
COUNTY OF NATRONA    )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020,  
by Steven K. Freel as the Mayor of City of Casper, Wyoming, a Wyoming municipal  
corporation.

(seal)

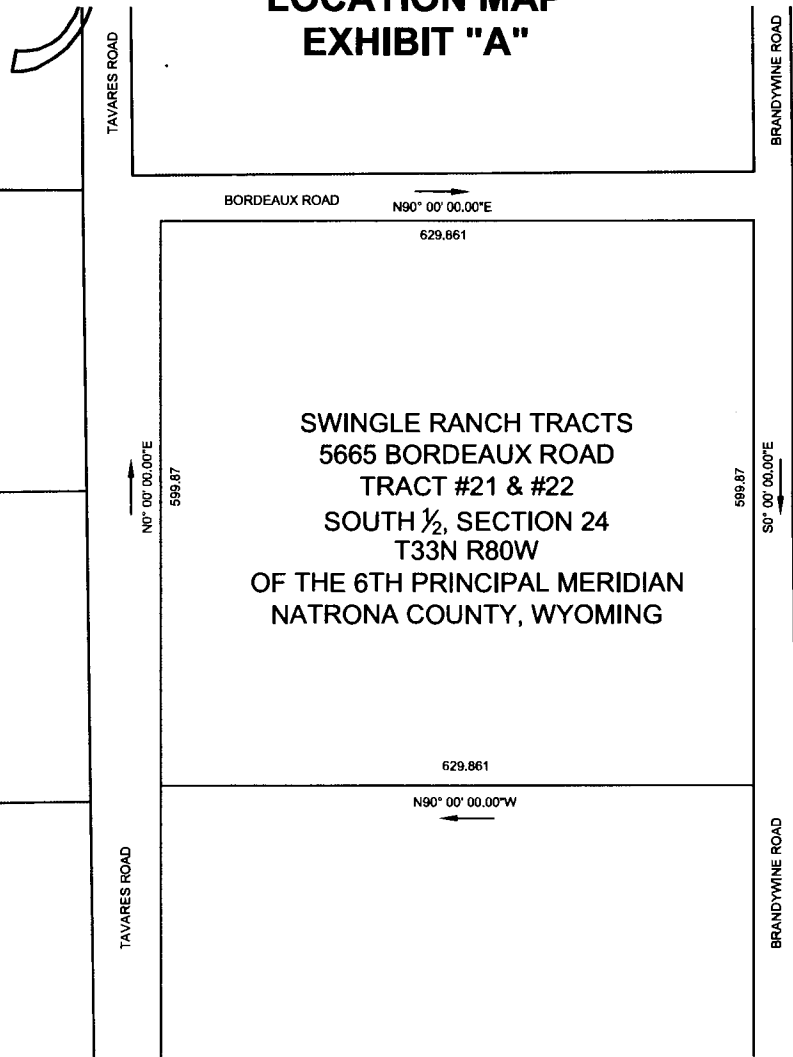
\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_



# LOCATION MAP EXHIBIT "A"

VICINITY MAP  
NOT TO SCALE



SWINGLE RANCH TRACTS  
 5665 BORDEAUX ROAD  
 TRACT #21 & #22  
 SOUTH 1/2, SECTION 24  
 T33N R80W  
 OF THE 6TH PRINCIPAL MERIDIAN  
 NATRONA COUNTY, WYOMING

# VICINITY MAP

VICINITY MAP  
NOT TO SCALE



**PROPOSED  
 SERVICE  
 LOCATION**

Ashton J. and Joanna Wilson  
 Outside-City Water Service Contract  
 Exhibit "A" Page 1 of 2



U.S.A. DESIGN PATENT 4139249-1979  
CANADIAN PATENT 10655729-1979

1977

HOUSTON, TEXAS, U.S.A.

# SWINGLE RANCH TRACTS

SWINGLE RANCH TRACTS Packet 12  
Folder 5

This is to certify that Charles H. Swingle and Eva Swingle, husband and wife are the sole owners and proprietors of the South One Half (1/2) of Section Twenty-four (24) Township Thirty-three (33) North, Range Eighty (80) West of the Sixth (6th) Principal Meridian in Natrona County, Wyoming, and that the above and foregoing sub-division of the said land as appears on this plat is with the free consent and in accordance with the desires of the undersigned owners and proprietors; that this plat is supplemental to and amendatory of the original plat and dedication of the same subdivision as the same appears at record in Book 33 of Deeds of Page 191 records of Natrona County, Wyoming, and is made and filed for the purpose of correcting technical errors in said original plat and dedication; that said undersigned owners and proprietors hereby waive and release any and all rights in and to said above lands under and by virtue of the Homestead Exemption laws of the State of Wyoming, and that the streets and alleys as shown hereon are hereby dedicated to the Public use.

Witness  
Charles H. Swingle  
Eva Swingle

The State of Wyoming, } ss.  
County of Natrona.

On this 17<sup>th</sup> day of May A.D. 1923, before me personally appeared Charles H. Swingle and Eva Swingle, husband and wife, to me known to be the persons described in and who executed the above and foregoing instrument and acknowledged that they signed, sealed and delivered the same as their free act and deed, for the uses and purposes therein set forth, including the release and waiver of the right of homestead, the said wife having been by me fully apprized of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and Notarial Seal this 17<sup>th</sup> day of May A.D. 1923.

Charles H. Swingle  
Notary Public

My commission expires June 19<sup>th</sup>, 1923

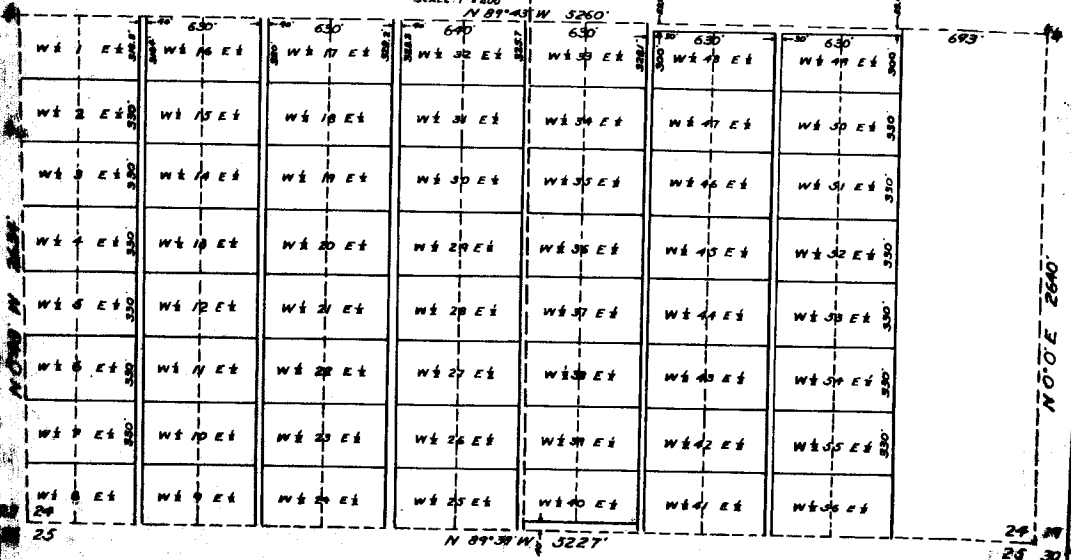
The State of Wyoming, } ss.  
County of Natrona.

Albert M. Zull of Caspar, Wyoming, of lawful age and first duly sworn according to Law, on his oath says: that he is a licensed engineer in the State of Wyoming; that he made a survey of the South one-half (1/2) of Section Twenty-four (24) Township thirty three (33) North, Range eighty (80) West of the sixth (6th) Principal Meridian in Natrona County, Wyoming, at the request of Charles H. Swingle, and Eva Swingle, husband and wife, owners and proprietors of the land; that they subdivided said land into Tracts and Streets as shown by the Plat to which this certificate is attached and of which it forms a part and that said Plat is a true and correct representation of said survey.

Albert M. Zull  
Surveyor  
Charles H. Swingle  
Notary Public.

Subscribed in my presence and sworn to before me this 17<sup>th</sup> day of May A.D. 1923.  
My commission expires June 19<sup>th</sup>, 1923.

SUBDIVISION  
SOUTH 1/2 SECTION 24, T. 33 N., R. 80 W.  
OF  
6<sup>TH</sup> PRINCIPAL MERIDIAN.



**COMMITMENT TO ANNEX TO THE CITY OF CASPER, WYOMING**  
(Individual Form)

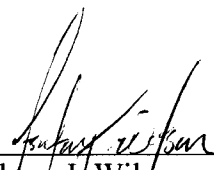
We, Ashton J. and Joanna Wilson, respectively the owner(s) and mortgagee of the following described real estate located in Natrona County, to-wit:

**ASHTON J. AND JOANNA WILSON**  
**5665 BORDEAUX ROAD**  
**CASPER, WYOMING, NATRONA COUNTY**  
**PROPERTY AS DESCRIBED IN EXHIBIT "A"**

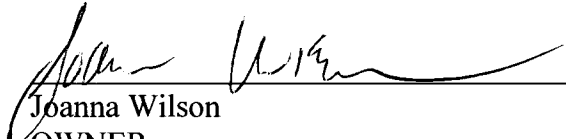
for valuable consideration, the receipt of which is hereby acknowledged, agree and commit to the annexation of the above-described property to the City of Casper, Wyoming at the request of the Casper City Council or on a property owner's petition. The undersigned further waive any statutory or other right to protest any such annexation.

This commitment to annex shall run with and bind the above described real property, and shall be included in every sale, conveyance or mortgage involving the above-described property. This commitment to annex shall be binding upon the Owner(s) and mortgagee, and their heirs, successors, and assigns forever.

4/14/2020  
Date

  
Ashton J. Wilson  
OWNER

04-14-2020  
Date

  
Joanna Wilson  
OWNER

\_\_\_\_\_  
Date

N/A  
MORTGAGEE

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

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

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

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me this 14<sup>th</sup> day of April, 2020,  
by Ashton J. Wilson.

(seal)



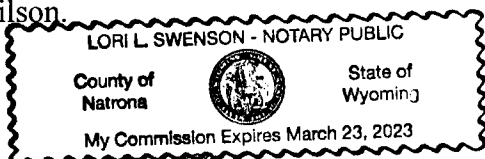
Lori L Swenson  
NOTARY PUBLIC

My commission expires: MARCH 23, 2020

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me this 14<sup>th</sup> day of April, 2020,  
by Joanna Wilson.

(seal)



Lori L Swenson  
NOTARY PUBLIC

My commission expires: March 23, 2020

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2020, by \_\_\_\_\_, as \_\_\_\_\_ of  
\_\_\_\_\_, MORTGAGEE.

(seal)

\_\_\_\_\_  
NOTARY PUBLIC

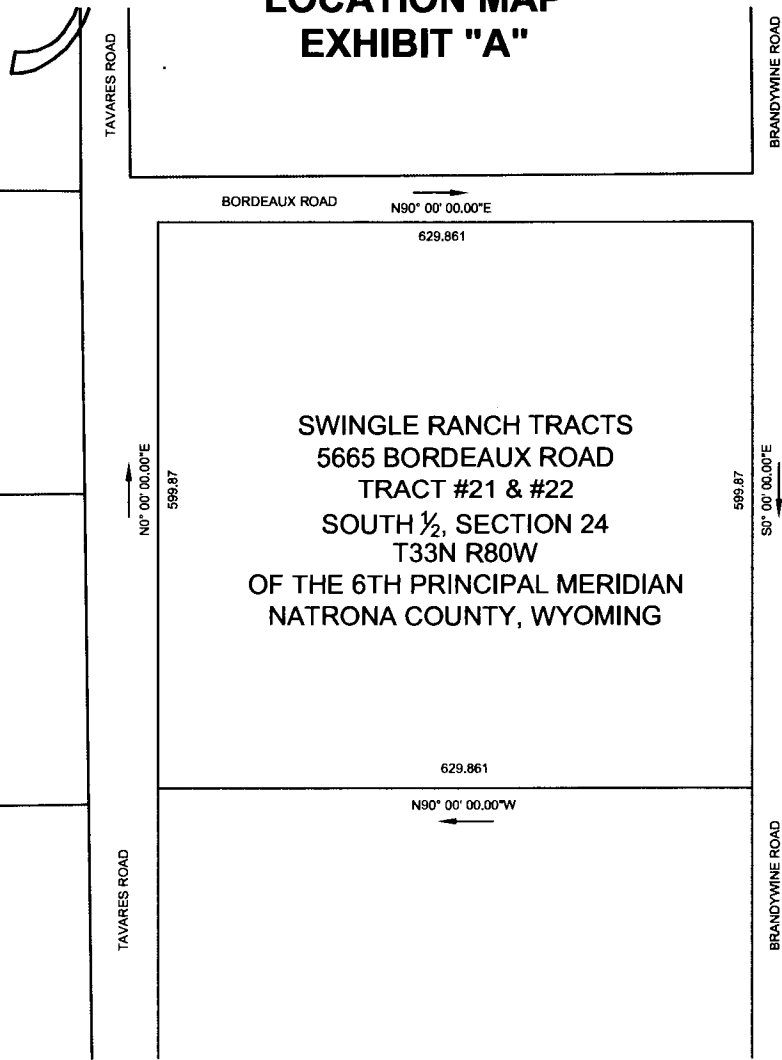
My commission expires: \_\_\_\_\_





# LOCATION MAP EXHIBIT "A"

VICINITY MAP  
NOT TO SCALE



SWINGLE RANCH TRACTS  
 5665 BORDEAUX ROAD  
 TRACT #21 & #22  
 SOUTH 1/2, SECTION 24  
 T33N R80W  
 OF THE 6TH PRINCIPAL MERIDIAN  
 NATRONA COUNTY, WYOMING

# VICINITY MAP

VICINITY MAP  
NOT TO SCALE



PROPOSED  
 SERVICE  
 LOCATION

Ashton J. and Joanna Wilson  
 Commitment to Annex  
 Exhibit "A" Page 1 of 2  
12-09-18-2018

IRON MOLDER ©  
U.S.A. DESIGN PATENT 4139248-1979  
CANADIAN PATENT 10655729-1979

1977

HOUSTON, TEXAS, U.S.A.

SWINGLE RANCH TRACTS Packet 12  
Folder 5

# SWINGLE RANCH TRACTS

This is to certify that Charles H. Swingle and Eva Swingle, husband and wife are the sole owners and proprietors of the South One Half (S $\frac{1}{2}$ ) of Section Twenty-four (24) Township Thirty-three (33) North, Range Eighty (80) West of the Sixth (6th) Principal Meridian in Natrona County, Wyoming, and that the above and foregoing sub-division of the said land as appears on this plat is with the free consent and in accordance with the desires of the undersigned owners and proprietors; that this plat is supplemental to and amendatory of the original plat and dedication of the same subdivision as the same appears of record in Book 33 of Deeds of Page 151 records of Natrona County, Wyoming, and is made and filed for the purpose of correcting technical errors in said original plat and dedication; that said undersigned owners and proprietors here-by waive and release any and all rights in and to said above lands under and by virtue of the Homestead Exemption laws of the State of Wyoming, and that the streets and alleys as shown hereon are hereby dedicated to the Public use.

Witness  
Albert M. Zull Charles H. Swingle  
Eva Swingle

The State of Wyoming, } ss.  
County of Natrona.

On this 17<sup>th</sup> day of May, A.D. 1923, before me personally appeared Charles H. Swingle and Eva Swingle, husband and wife, to me known to be the persons described in and who executed the above and foregoing instrument and acknowledged that they signed, sealed and delivered the same as their free act and deed, for the uses and purposes therein set forth, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and Notarial Seal this 17<sup>th</sup> day of May, A.D. 1923.

Albert M. Zull  
Notary Public

My commission expires June 19<sup>th</sup>, 1923

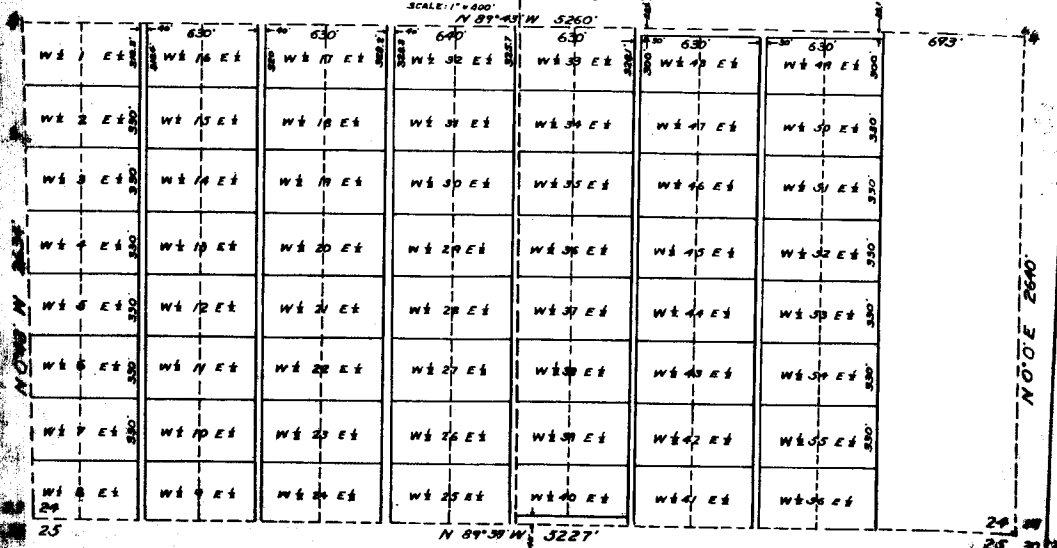
The State of Wyoming, } ss.  
County of Natrona.

Albert M. Zull of Casper, Wyoming, of lawful age and first duly sworn according to Law, on his oath says; that he is a licensed engineer in the State of Wyoming; that he made a survey of the South one-half (S $\frac{1}{2}$ ) of Section Twenty-four (24) Township Thirty-three (33) North, Range eighty (80) West of the sixth (6th) Principal Meridian in Natrona County, Wyoming, at the request of Charles H. Swingle and Eva Swingle, husband and wife, owners and proprietors of the land; that they subdivided said land into Tracts and Streets as shown by the Plat to which this certificate is attached and of which it forms a part and that said Plat is a true and correct representation of said survey.

Subscribed in my presence and sworn to before me this 17<sup>th</sup> day of May, A.D. 1923.  
My commission expires June 19<sup>th</sup>, 1923.

Albert M. Zull  
Surveyor  
Notary Public

SUBDIVISION  
SOUTH  $\frac{1}{2}$  SECTION 24, T. 33 N., R. 80 W.  
OF  
6<sup>TH</sup> PRINCIPAL MERIDIAN.



RESOLUTION NO.20-89

A RESOLUTION AUTHORIZING A CONTRACT FOR OUTSIDE-CITY WATER SERVICE WITH ASHTON J. AND JOANNA WILSON.

WHEREAS, Ashton J. and Joanna Wilson have requested outside-City water service from the City of Casper for Tracts 21 and 22 of the Swingle Ranch Tracts with an address of 5665 Bordeaux Road, Casper, Wyoming 82604; and,

WHEREAS, a contract for providing such water service has been proposed containing obligations concerning all parties; and,

WHEREAS, such contract is deemed to be in the best interest of the City of Casper.

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 Outside-City Water Service with Ashton J. and Joanna Wilson, 1711 Absaroka Trail, Bar Nunn, Wyoming 82601.

PASSED, APPROVED, AND ADOPTED this 5<sup>th</sup> day of May, 2020.

APPROVED AS TO FORM:

Walter Tremel

ATTEST:


\_\_\_\_\_  
Fleur Tremel  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Steven K. Freel  
Mayor

March 23, 2020

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., City Engineer   
Bruce Martin, Public Utilities Manager  
Alex Sveda, P.E., Associate Engineer

SUBJECT: Authorizing an Agreement with Myers & Sons Construction, LLC, in the amount of \$2,000,000, for the Sam H. Hobbs Wastewater Treatment Plant Secondary Treatment Rehabilitation, Project No. 19-007.

Meeting Type & Date:  
Regular Council Meeting  
May 5, 2020

Action Type:  
Resolution

Recommendation:  
That Council, by resolution, authorize an Agreement with Myers & Sons Construction, LLC, (Myers) in the amount of \$2,000,000, for the Sam H. Hobbs Wastewater Treatment Plant (WWTP) Secondary Treatment Rehabilitation, Project No. 19-007. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$200,000, for a total project amount of \$2,200,000.

Summary:  
On Thursday, March 19, 2020, two (2) bids were received for the Re-bid of the Sam H. Hobbs Wastewater Treatment Plant Secondary Treatment Rehabilitation, Project No. 19-007. The bids were as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>TOTAL BASE BID</u>
<b>Myers</b>	<b>Sacramento, CA</b>	<b>\$2,000,000.00</b>
Aslan Construction, Inc.	Berthoud, CO	\$2,156,000.00

The WWTP work includes replacement of an isolation gate at the Biofilter Pump Station, installation of four (4) isolation gates at the Bioreactors, and Return Activated Sludge (RAS) and Dewatering (DEW) piping replacements located in the secondary gallery, all as recommended in the 2017 WWTP conditions assessment.

CH2M HILL Engineers, Inc., (CH2M) is under contract with the City for design and construction administration of this project. The estimated construction cost from CH2M was \$2,266,800. CH2M and City Staff have reviewed the bids and recommend award to Myers for the base bid amount of \$2,000,000.

Financial Considerations

Funding for this project will be WWTP Reserves.

Oversight/Project Responsibility

Alex Sveda, Associate Engineer

Attachments:

Resolution

Agreement

Engineer's Recommendation of Award

STANDARD FORM OF  
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and Myers & Sons Construction, LP, 4600 Northgate Boulevard, Suite 100, Sacramento, CA 95834, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires improvements to the Secondary Treatment Facilities of the Sam H. Hobbs Wastewater Treatment Plant (WWTP).

WHEREAS, the Contractor is able and willing to provide those services specified as the

**Sam H. Hobbs WWTP Secondary Treatment Facilities Rehabilitation,  
Project No. 19-007.**

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the Sam H. Hobbs WWTP Secondary Treatment Facilities Rehabilitation, Project No. 19-007, hereinafter referred to as the "Work."

ARTICLE 2. ARCHITECT/ENGINEER.

The Project has been designed by Jacobs, who is hereinafter referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Architect and/or Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by September 17, 2021, and ready for final payment in accordance with Article 14 of the General Conditions by October 15, 2021. Substantial Completion will be accepted once all utilities are installed, in working order, and normal operations are able to commence. Once Contractor has mobilized on-site and work has commenced, Contractor shall work continuously on-site, during the construction activities hours specified in these contract documents, until work is substantially complete.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual

loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One Thousand Dollars (\$1,000.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in Paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Five Hundred Dollars (\$500.00) for each day that expires after the time specified in Paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

#### ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Two Million and 00/100 Dollars (\$2,000,000.00), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices for the Base Bid, contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 thru BF-5 of the Bid Form and BS-1 of the Bid Schedule) and by this reference made as part of this Agreement.

#### ARTICLE 5. PAYMENT PROCEDURES.

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

5.1 Progress Payments. Contractor's Applications for Payment, as recommended by Engineer, shall be submitted to City Engineering Staff on or before the 25th day of each month during construction, and Owner shall mail progress payments in the following month one day after the second monthly meeting of the Casper City Council. Progress payments shall be structured as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.01 of the General Conditions, subject to the cutoff and submittal dates provided in the Measurement and Payment Procedures.

5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price, progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety percent (90%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.

5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.

- 5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment.
- 5.1.4 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item 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 agreement.
- 5.2 OWNER may withhold progress payments if CONTRACTOR fails to submit an updated progress schedule with the application for payment as detailed in Section 01 32 00, Progress Schedules.
- 5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

#### ARTICLE 6. WITHHELD FUNDS.

Pursuant to Wyoming Statutes Section 16-6-701 et seq., withheld percentages for Contracts exceeding Twenty-Five Thousand Dollars (\$25,000.00) will be retained in an account in the name of the Contractor (except when specifically waived in writing by Contractor) which has been assigned to the Owner until the Contract is completely, satisfactorily, and finally accepted by the Owner. Unless a depository is designated by the Contractor in a written attachment hereto, the Contractor's signature hereon shall act as authority for the Owner to designate a retainage depository on behalf of the Contractor, for the purposes specified in Wyoming Statutes Section 16-6-704. The Contractor's signature hereon shall act as an assignment of the depository account to the Owner, as provided by Wyoming Statutes Section 16-6-701 et seq., whether the depository is designated by the Contractor or by the Owner.

#### ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.



- 7.3 Contractor has made or caused to be made examinations, investigations, and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.
- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

ARTICLE 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between Owner and Contractor are attached to this Agreement, made a part hereof and consist of the following:

- 8.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form (BF-1 through BF-5 of the Bid Form and BS-1 of the Bid Schedule).
- 8.4 Addenda No.: Addendum No.'s 1A, 2A, 3A, 4A, and 5A.
- 8.5 Performance and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Supplementary Conditions (Pages SC-1 to SC-15, inclusive).
- 8.9 Technical Specifications, consisting of nine (9) divisions.
- 8.10 Notice of Award.
- 8.11 Notice to Proceed.
- 8.12 Minutes of the Pre-Bid Conference, if any.
- 8.13 Contract Drawings, with each sheet bearing the following general title:

**Sam H. Hobbs WWTP Secondary Treatment Facilities Rehabilitation,  
City of Casper**

- 8.14 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.15 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.04 and 3.05 of the General Conditions, on or after the effective date of this Agreement.
- 8.16 Notice of Substantial Completion.

ARTICLE 9. 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. 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.

ARTICLE 10. MISCELLANEOUS PROVISIONS.

Terms used in this Agreement, which are defined in the General Conditions, shall have the meanings designated in those conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in one (1) original copy on the day and year below written.

DATED this 7<sup>th</sup> day of April, 2020.

\*\*\*\*\*THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK\*\*\*\*\*

APPROVED AS TO FORM:  
(Sam H. Hobbs WWTP Secondary Treatment Facilities Rehabilitation, Project No. 19-007)

*Walker Tremel*

ATTEST:

CONTRACTOR:

Myers & Sons Construction, LP

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

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

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

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

OWNER:  
CITY OF CASPER, WYOMING

ATTEST:

A Municipal Corporation

By: \_\_\_\_\_  
Fleur Tremel

By: \_\_\_\_\_  
Steven K. Freel

Title: City Clerk

Title: Mayor

EXHIBIT "A"  
STANDARD  
BID FORM  
(Approved by City Attorney, 1995)

PROJECT IDENTIFICATION: City of Casper  
Sam H. Hobbs WWTP Secondary Treatment Facilities  
Rehabilitation  
Project No. 19-007

THIS BID SUBMITTED TO: City of Casper  
200 North David Street  
Casper, Wyoming 82601

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work by September 17, 2021, as specified or indicated in the Bidding Documents for the Contract Price, and completed and ready for final payment not later than by October 15, 2021, in accordance with the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
  - a. Bidder has examined copies of all the Bidding Documents (which includes the Project Manual and Addendum Nos. 1A and 2A), and of the following additional addenda not included with the Bidding Documents (receipt of all which is hereby acknowledged):

Addendum No. <u>1</u>	Dated <u>2/9/2020</u>
Addendum No. <u>2</u>	Dated <u>2/9/2020</u>
Addendum No. <u>3</u>	Dated <u>2/20/2020</u>
Addendum No. <u>4</u>	Dated <u>3/6/2020</u>
  - b. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost,

BF-1

6. Bidder agrees that the work for the City will be as provided above.
7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.
8. The following documents are attached to and made a condition of this Bid:
  - a. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)
  - b. Itemized Bid Schedule.
  - c. Copy of Certificate of Residency, if bidding as Wyoming Resident.
  - d. Itemized Schedule of Values as defined in General Conditions.

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: 4600 Northgate Blvd, Suite 100  
Sacramento, CA 95834

10. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, except as provided in the Supplementary Conditions and Bidding Documents.

Submitted on March 19th, 2020.

Bidder is bidding as a Non-Resident (Insert Resident or Non-Resident)

IF BIDDER IS:

AN INDIVIDUAL

By: \_\_\_\_\_ (seal)  
 (Individual's Name)

doing business as: \_\_\_\_\_

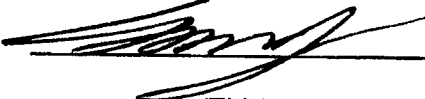
Business Address: \_\_\_\_\_

BF-3


A CORPORATION OR LIMITED LIABILITY COMPANY

By: Myers & Sons Construction, LLC (seal)  
(Corporation's or Limited Liability Company's Name)

California  
(State of Incorporation or Organization)

By:  Clinton W. Myers, Vice President (seal)  
(Title)

(Seal)

Attest:  Clinton C. Myers, Manager

Business Address: 4600 Northgate Blvd, Suite 100

Sacramento, CA 95834

Phone Number: (916) 283-9950

A JOINT VENTURE

By: \_\_\_\_\_ (seal)  
(Name)

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_ (seal)  
(Name)

\_\_\_\_\_  
(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

BF-5

**BID SCHEDULE**  
**SAM H. HOBBS WWTP SECONDARY TREATMENT FACILITIES REHABILITATION**  
 Project No. 19-007

COMPANY NAME: Myers & Sons Construction, LLC

ADDRESS: 4600 Northgate Blvd, Suite 100, Sacramento, CA 95834

Contractor shall furnish and install items as shown on the Drawings or called for in the Specifications. All costs not included in the schedule that are necessary to provide a complete, functional project as depicted in the Drawings and Specifications are to be considered incidental and merged with costs of other related bid items.

LS = Lump Sum    R&R = Remove and Replace  
 SY = Square Yard    FA = Force Account

LF = Linear Feet    F&I = Furnish and Install  
 CY = Cubic Yard    EA = Each

ITEM NO.	DESCRIPTION	BASE BID SCHEDULE			TOTAL COST
		UNIT	QUANTITY	UNIT COST (in numerals)	
1	Work Item No. 1 - Gate installation at the bioreactors and Biofilter Pump Station, including all costs for bypass pumping for the Project for Work Item Nos. 1, 2, 3 and 5.	LS	1	1,575,000.00	ONE MILLION FIVE HUNDRED SEVENTY FIVE THOUSAND -
2	Work Item No. 2 - Demolition and installation of RAS/DEW piping	LS	1	385,000.00	THREE HUNDRED EIGHTY FIVE THOUSAND -
3	Work Item No. 3 - Return Activated Sludge Pump Station (RAS PS) piping replacement (Additive Alternate No. 2).	LS	1	359,000.00	THREE HUNDRED FIFTY NINE THOUSAND -
4	Work Item No. 4 - Replacement of 36-inch and 48-inch Mixed Liquor piping (Additive Alternate No. 1); including cost for bypass pumping required for Work Item No. 4 that are supplemental those included in Work Item No. 1.	LS	1	485,000.00	FOUR HUNDRED EIGHTY FIVE THOUSAND -
5	Work Item No. 5: Addition of two concrete walls spanning side channels west of the West Well at the Biofilter Pump Station.	LS	1	40,000.00	FORTY THOUSAND -

## Alex Sveda

---

**From:** Snider, Kile/LVD <Kile.Snider@jacobs.com>  
**Sent:** Friday, March 20, 2020 1:44 PM  
**To:** Alex Sveda  
**Cc:** Bruce Martin; Megan Lockwood; Polson, Steve/DEN  
**Subject:** RE: Draft Recommendations From Jacobs for Rebidding Secondary Treatment Facilities Rehabilitation Project  
**Attachments:** 031920 Bid Tab WWTP - Myers Aslan.xlsx  
**Categories:** WWTP

Alex,

We have reviewed the bid results from the bid opening of yesterday for the Secondary Treatment Facilities Rehabilitation Project. Myers and Sons submitted the low base bid of \$2,000,000 and are the apparent low bidder. Their bid documents appear in order with the minor exceptions that they did not acknowledge Addendum 5A and they did not include the Merchant and Supplier setup form and W9 form. They also reused their bid bond form from the previous December bid opening which we don't see an issue with.

Accepting either of the two additive bid alternates would result in the award price exceeding the City's budget of \$2,308,000. Given the unknown of change order requests that could come from the contractor, Jacobs recommends awarding only the base bid scope. Please review our recommended approach and let me know if any further discussion is warranted. Thanks.

Kile Snider, PE | Jacobs | Principal Project Manager |  
direct 720.286.6024 | mobile 970.215.6788 |  
[kile.snider@jacobs.com](mailto:kile.snider@jacobs.com) | [www.jacobs.com](http://www.jacobs.com)

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RESOLUTION NO. 20-90

A RESOLUTION AUTHORIZING AN AGREEMENT WITH MYERS & SONS CONSTRUCTION, LP, FOR THE SAM H. HOBBS WASTEWATER TREATMENT PLANT SECONDARY TREATMENT REHABILITATION, PROJECT NO. 19-007.

WHEREAS, the City of Casper desires to construct improvements for the secondary treatment system at the Sam H. Hobbs Wastewater Treatment Plant (WWTP); and,

WHEREAS, Myers & Sons Construction, LP (Myers) is able and willing to provide those services specified as the Sam H. Hobbs Wastewater Treatment Plant Secondary Treatment Rehabilitation, Project No. 19-007; and,

WHEREAS, it would be in the best interest of the City to expedite changes by allowing the City Manager to sign change orders affecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Twenty Thousand Dollars (\$20,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

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, an agreement with Myers, for those services, in the amount of Two Million and 00/100 Dollars (\$2,000,000.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Two Million and 00/100 Dollars (\$2,000,000.00), and Two Hundred Thousand and 00/100 Dollars (\$200,000.00) for a construction contingency account, for a total price of Two Million Two Hundred Thousand and 00/100 Dollars (\$2,200,000.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Twenty Thousand Dollars (\$20,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this 5<sup>th</sup> day of May, 2020.

APPROVED AS TO FORM:  
(Sam H. Hobbs Wastewater Treatment Plant Secondary  
Treatment Rehabilitation, Project No. 19-007)



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ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation


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Fleur Tremel  
City Clerk

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Steven K. Freel  
Mayor

April 21, 2020

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director   
Terry Cottenoir, Engineering Technician

SUBJECT: Authorizing an Agreement with SWI, LLC, in the Amount of \$323,155.50, for the Solid Waste Fencing, Project No. 18-046.

Meeting Type & Date  
Regular Council Meeting  
May 5, 2020

Action type  
Resolution

Recommendation  
That Council, by resolution, authorize an agreement with SWI, LLC (SWI), for the Solid Waste Fencing, Project No. 18-046, in the amount of \$323,155.50. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$32,000.00, for a total project amount of \$355,155.50.

Summary  
On Tuesday, April 21, 2020, three (3) bids were received for the Solid Waste Fencing, Project No. 18-046. The bid received for this work is as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
<b>SWI</b>	<b>Casper, Wyoming</b>	<b>\$323,155.50</b>
Western Services	Gillette, Wyoming	\$328,416.20
WYO Services	Upton, Wyoming	\$346,321.00

The Solid Waste Fencing Project includes furnishing and installing new fencing and gates at various locations within the City of Casper Regional Solid Waste Facility. The estimate prepared by the City Engineering Division was \$350,590.00. Work is scheduled to be completed by July 31, 2020.

As required by Wyoming State Statute 16-6-102, in-state bidders receive a five percent (5%) bid preference. As all bidders were from in-state, no bid preference was granted. A notice was published in the local newspaper once a week for two consecutive weeks as required by State Statute, and the project was advertised on the City of Casper's website ([www.casperwy.gov](http://www.casperwy.gov)).

Financial Considerations  
Funding will be from the Balefill Fund allocated to the Solid Waste Fencing.

Oversight/Project Responsibility

Terry Cottenoir, Engineering Technician, Public Services

Attachments

Resolution

Agreement

STANDARD FORM OF  
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and with SWI, LLC, 5920 West Yellowstone Highway, Casper, Wyoming 82604, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper furnish and install fencing and gates at various locations within the City of Casper Solid Waste Facility; and,

WHEREAS, SWI, LLC, is able and willing to provide those services specified as the Solid Waste Fencing, Project No. 18-046.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the Solid Waste Fencing, Project No. 18-046., hereinafter referred to as the "Work."

ARTICLE 2. ENGINEER.

The Project has been designed by the City of Casper, who is hereinafter referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by **July 31, 2020**, and completed and ready for final payment in accordance with Article 14 of the General Conditions by **August 7, 2020**.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Five Hundred Dollars (\$500.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Two Hundred Dollars (\$200.00) for each day that expires after the time specified in

paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

#### ARTICLE 4. CONTRACT PRICE.

In consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Three Hundred Twenty-Three Thousand One Hundred Fifty-Five and 50/100 Dollars (\$323,155.50), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form) and Itemized Bid Schedule, included as Exhibit "B" (page BS-1, Bid Schedule) and by this reference made a part of this Agreement.

#### ARTICLE 5. PAYMENT PROCEDURES.

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

- 5.1 Progress Payments. Contractor's Applications for Payment, as recommended by Engineer, shall be submitted to City Engineering Staff on or before the 25<sup>th</sup> day of each month during construction, and Owner shall mail progress payments in the following month one day after the second monthly meeting of the Casper City Council. Progress payments shall be structured as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.
  - 5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price, progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety (90%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.
  - 5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.
  - 5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment.

5.1.4 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item 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 agreement.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Article 14 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

#### ARTICLE 6. WITHHELD FUNDS.

Pursuant to Wyoming Statutes Section 16-6-701 et seq., withheld percentages for Contracts exceeding Twenty-Five Thousand Dollars (\$25,000.00) will be retained in an account in the name of the Contractor (except when specifically waived in writing by Contractor) which has been assigned to the Owner until the Contract is completely, satisfactorily, and finally accepted by the Owner. Unless a depository is designated by the Contractor in a written attachment hereto, the Contractor's signature hereon shall act as authority for the Owner to designate a retainage depository on behalf of the Contractor, for the purposes specified in Wyoming Statutes Section 16-6-704. The Contractor's signature hereon shall act as an assignment of the depository account to the Owner, as provided by Wyoming Statutes Section 16-6-701 et seq., whether the depository is designated by the Contractor or by the Owner.

#### ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 Contractor has made or caused to be made examinations, investigations, and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.

- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

#### ARTICLE 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between Owner and Contractor are attached to this Agreement, made a part hereof and consist of the following:

- 8.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form (Pages BF-1 to BF-4, inclusive).
- 8.4 Exhibit "B" - Bid Schedule (Page BS-1, inclusive).
- 8.5 Addenda No. (1, 2).
- 8.6 Performance and Labor and Payment Bonds.
- 8.7 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.8 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.9 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).
- 8.10 Technical Specifications, consisting of seven (7) sections.
- 8.11 Notice of Award.
- 8.12 Notice to Proceed.
- 8.13 Minutes of the Pre-Bid Conference, if any.
- 8.14 Contract Drawings, consisting of eleven (11) sheets, with each sheet bearing the following general title:  

**Solid Waste Fencing, Project No. 18-046**
- 8.15 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.



8.16 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.04 and 3.05 of the General Conditions, on or after the effective date of this Agreement.

8.17 Notice of Substantial Completion.

ARTICLE 9. 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. 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.

*(This space intentionally left blank)*

ARTICLE 10. MISCELLANEOUS PROVISIONS.

Terms used in this Agreement, which are defined in the General Conditions, shall have the meanings designated in those conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in one (1) original copy on the day and year below written.

DATED this 5<sup>th</sup> day of May, 2020.

APPROVED AS TO FORM:

Walter Trout

CONTRACTOR:

SWI, LLC

WITNESS:

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

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

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

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

OWNER:

CITY OF CASPER, WYOMING  
A Municipal Corporation

ATTEST:

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

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

Fleur Tremel

Steven K. Freel

Title: City Clerk

Title: Mayor

EXHIBIT "A"  
STANDARD  
BID FORM  
(Approved by City Attorney, 1995)

PROJECT IDENTIFICATION:   City of Casper  
                                  **Solid Waste Fencing**  
                                  **Project No. 18-046**

THIS BID SUBMITTED TO:   City of Casper  
                                  200 North David Street  
                                  Casper, Wyoming 82601

1.   The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price by **July 31, 2020**, and completed and ready for final payment not later than **August 7, 2020**, in accordance with the Bidding Documents.
2.   Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3.   Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4.   In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
  - A.   Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

Addendum No. <u>  1  </u>	Dated <u>  4/14/20  </u>
Addendum No. <u>  2  </u>	Dated <u>  4/15/20  </u>
  - B.   Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;
  - C.   This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or

indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.

5. Bidder is bidding all schedules, alternates, if any, and will complete the Work for unit price(s) stated on the attached bid schedule based on materials actually furnished and installed and services actually provided. The Bid is summarized below on the basis of estimated quantities:

TOTAL BASE BID, IN NUMERALS: \$ 323,155.50

TOTAL BASE BID, IN WORDS: Three hundred twenty-three thousand, one hundred fifty-five dollars and 50/100 DOLLARS.

6. Bidder agrees that the work for the City will be as provided above.
7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.
8. The following documents are attached to and made a condition of this Bid:
- A.  Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)
  - B.  Exhibit "B" - Itemized Bid Schedule.
  - C.  State of Wyoming Certificate of Residency Status, in conformance with the Instructions to Bidders.
9. Communications concerning this Bid shall be addressed to:

Address of Bidder: SWI, LLC  
5920 W. Yellowstone Hwy  
Casper, WY 82604

10. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, except as provided in the Supplementary Conditions and Bidding Documents.

Submitted on April 21st, 2020.

Bidder is bidding as a Resident (Insert Resident or Non-Resident)

IF BIDDER IS:

AN INDIVIDUAL

By: \_\_\_\_\_ (seal)  
(Individual's Name)

doing business as: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

A PARTNERSHIP

By: \_\_\_\_\_ (seal)  
(Firm's Name)

\_\_\_\_\_  
(General Partner)

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

Phone Number: \_\_\_\_\_

A CORPORATION OR LIMITED LIABILITY COMPANY

By: SWI, LLC (seal)  
(Corporation's or Limited Liability Company's Name)

Wyoming  
(State of Incorporation or Organization)

By: [Signature] (seal)

(Title) Managing Member

(Seal)

Attest: [Signature]

Business Address: SWI, LLC  
5920 W Yellowstone Hwy  
Casper, WY 82604

Phone Number: 307-234-6805

A JOINT VENTURE

By: \_\_\_\_\_ (seal)  
(Name)

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_ (seal)  
(Name)

\_\_\_\_\_  
(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

**EXHIBIT "B"**  
**BID SCHEDULE**

**SOLID WASTE FENCING**  
**PROJECT NO. 18-046**

Contractor shall furnish and install items as shown on the Drawings or called for in the Specifications. All costs not included in the schedule that are necessary to provide a complete, functional project as depicted in the Drawings and Specifications are to be considered incidental and merged with costs of other related bid items.

LS = Lump Sum      R&R = Remove and Replace      LF = Linear Feet      F&I = Furnish and Install  
SY = Square Yard      LBS = Pounds      CY = Cubic Yard      EA = Each

**Bid Schedule**

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Mobilization and Bonding	LS	1	\$ 14,680.00	\$ 14,680.00
2	F&I 6' High Chain Link Fence with Top Rail	LF	9,970	\$ 19.15	\$ 190,925.50
3	F&I 6' High Chain Link Fence	LF	1,470	\$ 10.00	\$ 14,700.00
4	F&I 6' High Chain Link Fence Panels	LF	170	\$ 47.00	\$ 7,990.00
5	F&I 6' High Black Powder Coated Chain Link Fence	LF	390	\$ 31.50	\$ 12,285.00
6	F&I Litter Fence Reinforcement Fencing	LF	2,600	\$ 15.05	\$ 39,130.00
7	F&I Top Rail on Existing Fencing	LF	2,500	\$ 4.60	\$ 11,500.00
8	Remove and Relocate Existing 6' High Chain Link Fence	LF	3,480	\$ 6.50	\$ 22,620.00
9	F&I 30' x 6' Chain Link Cantilever Gate	EA	1	\$ 2,750.00	\$ 2,750.00
10	F&I 24' x 6' Chain Link Double Swing Gate	EA	1	\$ 1,680.00	\$ 1,680.00
11	F&I 4' x 6' Walk Gate	EA	2	\$ 680.00	\$ 1,360.00
12	F&I 20' x 6' Black Powder Coated Chain Link Double Swing Gate	EA	1	\$ 1,935.00	\$ 1,935.00
13	F&I 20' x 6' Chain Link Double Swing Gate	EA	1	\$ 1,600.00	\$ 1,600.00
<b>TOTAL BID</b>					<b>\$ 323,155.50</b>

• **BID IN WORDS:**

Three hundred twenty-three thousand, One hundred and  
Fifty-five dollars + 50/100

This bid submitted by: SWI, LLC  
(Individual, partnership, corporation, or joint venture name)

RESOLUTION NO. 20-91

A RESOLUTION AUTHORIZING AN AGREEMENT WITH SWI, LLC, FOR THE SOLID WASTE FENCING, PROJECT NO. 18-046.

WHEREAS, the City of Casper desires to furnish and install fencing and gates at various locations within the City of Casper Solid Waste Facility; and,

WHEREAS, SWI, LLC, is able and willing to provide those services specified as the Solid Waste Fencing, Project No. 18-046; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Thirty-Two Thousand Dollars (\$32,000.00) and other project administration related change orders that do not substantially alter the scope of the project.

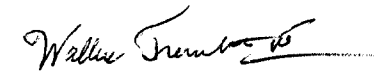
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with SWI, LLC, for those services, in the amount of Three Hundred Twenty-Three Thousand One Hundred Fifty-Five and 50/100 Dollars (\$323,155.50).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Three Hundred Twenty-Three Thousand One Hundred Fifty-Five and 50/100 Dollars (\$323,155.50), and Thirty-Two Thousand Dollars (\$32,000.00) for a construction contingency account, for a total project amount of Three Hundred Fifty-Five Thousand One Hundred Fifty-Five and 50/100 Dollars (\$355,155.50).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Thirty-Two Thousand Dollars (\$32,000.00) and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this 5<sup>th</sup> day of May, 2020.

APPROVED AS TO FORM:  
(Solid Waste Fencing, Project No. 18-046)

  
\_\_\_\_\_



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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Fleur Tremel  
City Clerk

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Steven K. Freel  
Mayor

March 26, 2020

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Keith McPheeters, Chief of Police *KMP*  
SUBJECT: Acceptance of the U.S. Department of Homeland Security, Federal Emergency Management Agency, State Homeland Security Program (SHSP) Grant

Meeting Type & Date  
Regular Council Meeting  
May 5, 2020

Action type  
Resolution

Recommendation

That Council, by resolution, authorize acceptance of the U.S. Department of Homeland Security, Federal Emergency Management Agency, State Homeland Security Program (SHSP) Grant, in the amount of thirty four thousand, thirty eight dollars and fifty seven cents (\$34,038.57). Wyoming Medical Center (WMC) shall be the sub recipient of the grant monies.

Summary

The purpose of this agreement is to set forth the terms and conditions by which the sub recipient shall support the investment of Interoperable Emergency Communications to improve the ability of Casper Police Department to prevent a threatened or an actual act of terrorism.

This grant is for the time period beginning upon the receipt of the grant, and shall terminate on June 30, 2021. Funding will come from the U. S. Department of Homeland Security, Federal Emergency management Agency, State Homeland Security Program (SHSP) Grant.

Financial Considerations

There is no match requirement of the City of Casper for acceptance of this Grant.

Oversight/Project Responsibility

Shane Chaney, Police Support Services Captain  
Vicky Macy, Administrative Technician

Attachments

Memorandum of Understanding  
Resolution

**GRANT AWARD AGREEMENT BETWEEN  
WYOMING OFFICE OF HOMELAND SECURITY  
AND  
CITY OF CASPER**

**Grant Award Agreement for U.S. Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA), Grant Programs Directorate, State Homeland Security Program (SHSP) Grant Fiscal Year 2019**

<b>Subrecipient:</b>	<b>City of Casper</b>
<b>DUNS #</b>	<b>152720140</b>
<b>Award Amount:</b>	<b>\$34,038.57</b>
<b>Period of Performance:</b>	<b>October 15, 2019 through June 30, 2021</b>
<b>CFDA #:</b>	<b>97.067</b>
<b>DHS Grant Code:</b>	<b>EMW-2019-SS-00065</b>
<b>Project ID:</b>	<b>19-SHSP-CAS-LP-HEM19</b>

1. **Parties.** The parties to this Grant Award Agreement (Agreement) are the Wyoming Office of Homeland Security (Agency), whose address is: 5500 Bishop Blvd., Cheyenne, WY 82002, and the City of Casper (Subrecipient), whose address is: 201 N. David Street 2nd Floor, Casper, WY 82601.
2. **Purpose of Agreement.** The purpose of this Agreement is to set forth the terms and conditions by which the Subrecipient shall support the investment of **Interoperable Emergency Communications** to improve the ability of **Casper Police Department (Wyoming Medical Center)** to prevent a threatened or an actual act of terrorism; protect citizens, residents, visitors, and assets against the greatest threats that pose the greatest risk to the security of the United States; mitigate the loss of life and property by lessening the impact of future catastrophic events; respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident; and/or recover through a focus on the timely restoration, strengthening, accessibility and revitalization of infrastructure, housing, and a sustainable economy, as well as the health, social, cultural, historic, and environmental fabric of communities affected by a catastrophic incident. The funds used under this Agreement will help prevent terrorism and prepare the nation for the threats and hazards that pose the greatest risk to the security of the United States; therefore, funded investments must have a terrorism-nexus.
3. **Funding Authority.** The funds Agency will distribute to Subrecipient are drawn from grant funds distributed to the State of Wyoming by the Fiscal Year 2019 Homeland Security Grant Program, State Homeland Security Program. The program is authorized by the *Homeland Security Act of 2002* (Public Law 107-296), as amended by section 101 of the *Implementing Recommendations of the 9/11 Commission Act of 2007* (Public Law 110-53).

4. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The Performance Period of the Agreement is from the Effective Date through June 30, 2021. All services shall be completed during this term.

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

5. **Payment.**

- A. The Agency agrees to pay the Subrecipient for the services described in Attachment A, Project Description, which is attached to and incorporated into this Agreement by this reference. Total payment under this Agreement shall not exceed thirty-four thousand, thirty-eight dollars and fifty-seven cents (\$34,038.57). Payment shall be made when services are completed, and within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Subrecipient shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Agreement. Subrecipient shall submit all invoices within forty-five (45) days after the term of this Agreement.
- B. No payment shall be made for work performed outside the Performance Period of this Agreement. Should the Subrecipient fail to perform in a manner consistent with the terms and conditions set forth in this Agreement, payment under this Agreement may be withheld until such time as the Subrecipient performs its duties and responsibilities to the satisfaction of Agency.
- C. **Travel.** The payment of travel expenses related to the performance of this Agreement shall be allowed with prior approval from Agency and as set forth below. Subrecipient is expected to procure reasonable travel arrangements as further described below.
- (i) **Air Travel.** The Agency agrees to reimburse the Subrecipient's approved air travel expenses related to the performance of this Agreement. Air travel shall be reimbursed based on actual costs, supported by a copy of the original receipt with the invoice. Subrecipient must select the lowest reasonable airfare (fares available in the market at the time of booking, preferably well in advance of trip to attain the lowest possible airfare). Subrecipient shall book economy class fares for all domestic travel. First class bookings are not reimbursable.
- (ii) **Personal Vehicle.** The Agency agrees to reimburse the Subrecipient's approved use of personal vehicle. Mileage shall be reimbursed at the current State rate per mile based on standard map mileage. Fuel will not be reimbursed.
- (iii) **Car Rental.** The Agency agrees to reimburse the Subrecipient's approved car rental expenses related to the performance of this Agreement. Car rental expenses shall be reimbursed at actual costs, supported by a copy of the

original receipt with the invoice. Subrecipient must select the lowest rental rates for an appropriate vehicle

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

6. **Responsibilities of Subrecipient.**

- A. Subrecipient agrees to be familiar and comply with the Fiscal Year 2019 Homeland Security Grant Program (HSGP) Program Notice of Funding Opportunity (NOFO), incorporated herein by this reference, which can be found at: [https://www.fema.gov/media-library-data/1555008381091-144e7470ec5e1958d6ad5e103c0825ad/FY\\_2019\\_HSGP\\_NOFO\\_FINAL\\_508.pdf](https://www.fema.gov/media-library-data/1555008381091-144e7470ec5e1958d6ad5e103c0825ad/FY_2019_HSGP_NOFO_FINAL_508.pdf) Subrecipient shall also comply with the federal provisions set forth in Exhibit I, which is attached to and incorporated into this Agreement by this reference.
- B. **Environmental and Historic Preservation (EHP).** If Subrecipient has projects that have potential to impact the environment, including but not limited to the construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, Subrecipient must participate in the DHS/FEMA/EHP review process prior to work being started. Failure of Subrecipient to meet federal, state, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Additionally, all subrecipients are required to comply with DHS/FEMA EHP Policy Guidance, FEMA Policy #108-023-1. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, Subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.

- C. **THIRA/SPR.** Subrecipient agrees to complete/actively participate in a whole community Threat and Hazard Risk Assessment or Stakeholder Preparedness Report (THIRA/SPR) update or both annually by the fall deadline of each year during the entire period of this Agreement.
- D. **NIMS.** Subrecipient is required to maintain adoption and implementation of the National Incident Management System (NIMS). Subrecipient must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking, and recovery of resources. Subrecipient shall update or modify its operational plans, and training and exercise activities, as necessary, to achieve conformance with the National Response Framework and NIMS implementation guidelines.
- E. **Point of Contact.** Subrecipient must keep the Agency up-to-date as to the name of the person acting as the primary contact person for this Agreement using the Point of Contact Information Form provided by the Agency, including any change of contact person, address, email, or telephone information. The Point of Contact Information Form is incorporated into this Agreement by this reference. Subrecipient's primary contact shall cooperate with any assessments, national evaluation efforts, or information or data collect requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this Agreement.
- F. **Procurement.** Subrecipient must use its own documented procurement procedures that reflect applicable state, local, territorial, and tribal laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. Part 200. All procurement activity must be conducted in accordance with Federal Procurement Standards 2 C.F.R. Part 200.317-200.326.
- G. **Equipment.**
- (i) Subrecipient may not use the funding provided under this Agreement to purchase equipment not specifically authorized in the Authorized Equipment List (AEL) unless the proposed acquisition is reviewed by the Agency and approved by the U.S. Department of Homeland Security in writing prior to purchase.
  - (ii) Subrecipient shall ensure all equipment purchased with funds provided under this Agreement is maintained and available for response to terrorist incidents. Subrecipient agrees that, when practicable, any equipment or supplies purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security and administered by the Wyoming Office of Homeland Security."
  - (iii) Subrecipient shall maintain property records for all equipment purchased with HSGP funds in accordance with 2 CFR 200.313(1) to include: a

description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds the title, the acquisition date, and cost of the property, percentage of federal participation in the project costs for the federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. Subrecipient shall provide Agency with updated property records during the close-out.

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

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

**I. Nationwide Cybersecurity Review.** Subrecipient shall complete the 2019 Nationwide Cybersecurity Review (NCSR). The Chief Information Officer, Chief Information Security Officer, or equivalent for Subrecipient should complete the NCSR. The NCSR is available at no cost to the user and takes approximately two to three (2-3) hours to complete. The NCSR will open from October – December 2019.

**J. Closeout.**

(i) Subrecipient shall submit a final project and financial report to the Agency within forty-five (45) days after the termination of this Agreement. The final report must include project description detailing accomplishments, qualitative summary of the impact of those accomplishments, financial summary, as well as other documents required by program guidance or terms and conditions of the award, to include updated property records. Failure to provide a final report may jeopardize future funding.

(ii) Subrecipient must maintain and retain the following: backup documentation such as bids and quotes, cost/price analyses on file for review, other documents required by federal regulations applicable at the time funds are granted. Subrecipient shall keep detailed records of all transactions involving this Agreement including but not limited to: specifications, solicitations, competitive quotes or proposals, basis for selection decisions, purchase orders, contracts, invoices, and cancelled checks. Failure to fully document all purchases may result in Agency questioning and subsequently disallowing Subrecipient's expenditures. Subrecipient must maintain its records for three (3) years after the close of the underlying federal award.

7. **Responsibilities of Agency.** The Agency agrees to:

- A. Pay Subrecipient in accordance with Section 5 above.
- B. Be available to provide necessary and feasible technical advice requested by Subrecipient.
- C. Notify Subrecipient of the earliest possible time of the services, which may be affected by a shortage of funds.
- D. Notify Subrecipient of information and updates received from FEMA or other federal agencies, which may affect or otherwise restrict the availability of funds awarded to Subrecipient herein.

8. **Special Provisions.**

- A. **Assumption of Risk.** The Subrecipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Subrecipient's failure to comply with state or federal requirements. The Agency shall notify the Subrecipient of any state or federal determination of noncompliance.
- B. **Environmental Policy Acts.** Subrecipient agrees all activities under this Agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
- C. **Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:
  - (i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
  - (ii) Procures a commercial sex act during the period of time that the award is in effect; or
  - (iii) Uses forced labor in the performance of the award or subawards under the award.
- D. **Kickbacks.** Subrecipient certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If Subrecipient breaches or violates this warranty, Agency may, at its discretion, terminate this Agreement without liability to Agency, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any



commission, percentage, brokerage, or contingency fee.

- E. **Limitations on Lobbying Activities.** By signing this Agreement, Subrecipient certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Subrecipient or its subrecipients in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.
- F. **Monitoring Activities.** Agency shall have the right to monitor all activities related to this Agreement that are performed by Subrecipient or its subrecipients. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and to observe personnel in every phase of performance of Agreement related work.
- G. **Nondiscrimination.** The Subrecipient shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.
- H. **No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement, shall be paid by either party.
- I. **Suspension and Debarment.** By signing this Agreement, Subrecipient certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Subrecipient agrees to notify Agency by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement.
- J. **Administration of Federal Funds.** Subrecipient agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 C.F.R. Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by Agency.
- K. **Copyright License and Patent Rights.** Subrecipient acknowledges that federal grantor, the State of Wyoming, and Agency reserve a royalty-free, nonexclusive,

unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Agreement; and (2) any rights of copyright to which Subrecipient purchases ownership using funds awarded under this Agreement. Subrecipient must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.

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

**9. General Provisions.**

- A. Amendments.** Any changes, modifications, revisions, or amendments to this 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 Subrecipient shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.

- D. Audit and Access to Records.** The Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Agreement. The Subrecipient shall immediately, upon receiving written instruction from the Agency, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Agreement. The Subrecipient shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Agency.
- E. Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Subrecipient at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- F. Award of Related Agreements.** The Agency may award supplemental or successor grants for work related to this Agreement or may award grants to other subrecipients for work related to this Agreement. The Subrecipient shall cooperate fully with other subrecipients and the Agency in all such cases.
- G. Compliance with Laws.** The parties shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.
- H. Entirety of Agreement.** This Grant Award Agreement, consisting of thirteen (13) pages; Attachment A, Project Description, consisting of one (1) page; Exhibit 1, consisting of two (2) pages; the Fiscal Year 2019 Homeland Security Grant Program (HSGP) Program Notice of Funding Opportunity (NOFO), consisting of thirty (30) pages; and the Point of Contact Information Form, consisting of one (1) page, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.
- I. Ethics.** Subrecipient shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Subrecipient's profession.

- 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. Any extension of this Agreement shall be initiated by the Agency and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.
- 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 Subrecipient 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 Subrecipient shall be free from control or direction over the details of the performance of services under this Agreement. The Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by the Subrecipient 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 Subrecipient or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The Subrecipient agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Subrecipient or the Subrecipient's agents or employees as a result of this Agreement.
- N. 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.
- O. 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).

- P. 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.
- Q. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Agreement and the Subrecipient expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this 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.
- R. Taxes.** The Subrecipient shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- S. Termination of Agreement.** This Agreement may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Agreement may be terminated by the Agency immediately for cause if the Subrecipient fails to perform in accordance with the terms of this Agreement.
- T. 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.
- U. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- V. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- W. 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.
- X. 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 Subrecipient 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 the Agency.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.**

11. **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.

**AGENCY:**  
Wyoming Office of Homeland Security

\_\_\_\_\_  
Lynn Budd, Director

\_\_\_\_\_  
Date

**SUBRECIPIENT:**  
City of Casper

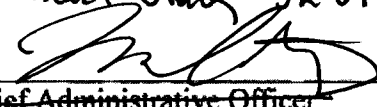
\_\_\_\_\_  
Steven K. Freel, Mayor

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
David Hulshizer, Director of Security and Emergency Management

\_\_\_\_\_  
4-22-20  
Date

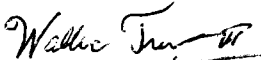
Michael Stahy SR VP CAO

  
\_\_\_\_\_  
Chief Administrative Officer

\_\_\_\_\_  
4-22-20  
Date

Michael Stahy SR VP CAO

**SUBRECIPIENT ATTORNEY: APPROVAL AS TO FORM**

  
\_\_\_\_\_  
Walker Turner

\_\_\_\_\_  
4/20/2020  
Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

  
\_\_\_\_\_  
Tyler M. Renner, Assistant Attorney General

\_\_\_\_\_  
4-6-2020  
Date

## Exhibit 1

Subrecipient agrees to comply with the following Federal pass-through provisions:

### APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every



mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

RESOLUTION NO.20-92

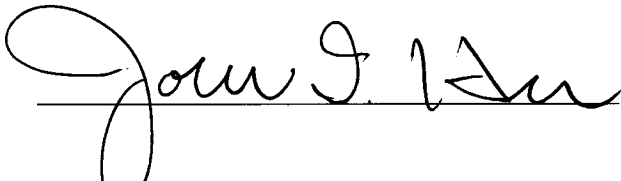
A RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE GRANT AWARD AGREEMENT BETWEEN THE WYOMING OFFICE OF HOMELAND SECURITY AND THE CITY OF CASPER, AND;

WHEREAS, the City of Casper Police Department has been approved for a State Homeland Security Program (SHSP) Grant;

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, the City Clerk to attest, a grant award agreement between the Wyoming Office of Homeland Security and the City of Casper, in the amount of thirty-four thousand, thirty-eight dollars and fifty-seven cents (\$34,038.57).

PASSED, APPROVED, AND ADOPTED on this 5<sup>th</sup> day of May, 2020.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel  
City Clerk

\_\_\_\_\_  
Steven Freel  
Mayor

February 10, 2020

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

FROM: Andrew Beamer, P.E., Public Services Director *AB*  
Scott R. Baxter, P.E., Associate Engineer  
Jolene Martinez, Assistant to the City Manager

SUBJECT: Authorizing Change Order No. 2 with Shamrock Environmental Corporation, for a price increase of \$333,428.80 and a time extension of 442 calendar days for the North Platte River Restoration – 1<sup>st</sup> Street Reach, Project No. 12-51.

Meeting Type & Date  
Regular Council Meeting  
May 5, 2020

Action Type  
Resolution

Recommendation

That Council, by resolution, authorize Change Order No. 2 with Shamrock Environmental Corporation (Shamrock) for a price increase of \$333,428.80 and a time extension of 442 calendar days for the North Platte River Restoration – 1<sup>st</sup> Street Reach, Project No. 12-51.

Summary

The City of Casper entered into a contract with Shamrock on August 20, 2019 for the North Platte River Restoration – 1<sup>st</sup> Street Reach Project. The project includes channel adjustment, bank stabilization, removal of concrete and other artificial debris, development of wetlands, removal of Russian olive trees, and replanting the riparian zone with native vegetation. The project requires specialized environmental controls due to its proximity to the former BP/Amoco Refinery site. The overall cost of the construction contract is currently \$2,455,959.40. The project was to be substantially complete by May 15, 2020 and finally complete by May 31, 2020.

The purpose of Change Order No. 2 is to increase the contract price, primarily due to environmental permitting and mitigation. When the project was awarded in August of 2019 the environmental permit issued by the Wyoming Department of Environmental Quality (WDEQ) was conditional based on additional analytical data needed. After samples were collected and analyzed from both the bank and the river bed, the WDEQ exercised their authority to require the most protective water quality standards for control and containment of the river to prevent any pollutants from being released downstream of the project area. Furthermore, to meet the most stringent water quality standards, additional sampling and testing was required, resulting in slower construction progress.

The project is roughly 50% complete, which includes the stretch from the Poplar Street Bridge to the 1<sup>st</sup> Street Bridge. Change Order No. 2 proposal is comprised of the following portions of work:

- 1) 2<sup>nd</sup> Year of Mobilization (Price Increase of \$84,613.00)

Since the project was originally bid for a single year, this item is necessary for machinery, storage and travel.

2) Contaminated Material Disposal in Phase 1 (Price Decrease of \$86,486.40)

This item reduces the contract price because BP Amoco agreed to pay for fees associated with disposal of contaminated material.

3) Water Control (Price Increase of \$272,878.00)

Due to the permit requirements imposed by WDEQ, the contractor had to build 1,050 feet of isolation berm for containment, and had to install and maintain additional absorbent equipment to capture contaminants materials that were released in the river.

4) Contaminated Material Disposal in Phase 2 and Topsoil Import (Price Increase of \$62,802.20)

WDEQ has communicated they will require 551 cubic yards of contaminated material to be specially isolated and transported to the Solid Waste Facility for disposal. Also, topsoil for the project has been imported in Phase 1 and will continue to be needed in Phase 2 as there is less thickness in actual topsoil on site than was originally expected.

Shamrock has requested a time extension of four hundred forty-two (442) calendar days to ensure they can complete the river bed and bank work in the 2020 construction season and produce all the appropriate revegetation and wetland growth in the spring/summer of 2021. This change order brings the Substantial Completion Deadline to July 31, 2021, and the Final Completion Deadline to August 16, 2021.

The City's engineering consultant for this project, Stantec Consulting Services, Inc., has reviewed this request and recommends approval.

Financial Considerations

Funding for the project is from grant funds in the amount of \$1,704,048.48 from the Wyoming Wildlife Natural Resources Trust, optional one percent #14 sales tax for river restoration projects in the amount of \$211,008.15, and optional one percent #15 sales tax for river restoration projects in the amount of \$684,943.38. All funding sources were previously authorized for river restoration.

A construction contingency amount of \$144,040.60 was included in these funds, and would be used entirely for Change Order No. 2. The additional funds in the amount of \$189,388.20 would come from optional one percent #14 sales tax in the amount of \$16,531.50, optional one percent #15 sales tax in the amount of \$41,225.00, wetland grant in the amount of \$10,000, and carried over capital monies allocated to river restoration in the amount of \$121,631.70.

Oversight/Project Responsibility

Scott R. Baxter, P.E., Associate Engineer, Public Services Department.

Attachments

Resolution

Contractor's Change Order Proposal

Consultant's Change Order Recommendation

Change Order Form

CITY OF CASPER  
CHANGE ORDER

NO. Two (2)

PROJECT: NPRR – First Street Reach  
Project No. 12-51

DATE OF ISSUANCE: January 13, 2020

OWNER: City of Casper, Wyoming

CONTRACTOR: Shamrock Environmental Corporation

ENGINEER: Stantec Consulting Services

You are directed to make the following changes in the Contract Documents:

Description: Change Order #2 due to environmental remediation review and permitting.

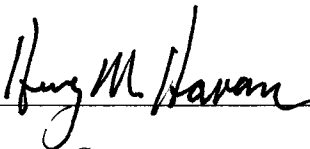
Attachments: Memo & Contractor's Change Order Request

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$ <u>3,061,635.90</u>	Original Contract Time: (days or date) <u>Substantial completion: May 15, 2020</u> <u>Final completion: May 31, 2020</u>
Previous Change Orders No. <u>1</u> to <u>1</u> \$ <u>-605,676.50</u>	Net change from previous Change Orders (days): <u>-- 0 --</u>
Contract Price prior to this Change Order: \$ <u>2,455,959.40</u>	Contract Time Prior to this Change Order: (date) <u>Substantial completion: May 15, 2020</u> <u>Final completion: May 31, 2020</u>
Net Increase/ <del>Decrease</del> of this Change Order: \$ <u>333,428.80</u>	Net Increase/ <del>Decrease</del> of this Change Order: (days) <u>-- 442 --</u>
Contract Price with all approved Change Orders: \$ <u>2,789,388.20</u>	Contract Time with all approved Change Orders:(date) <u>Substantial completion: July 31, 2021</u> <u>Final completion: August 16, 2021</u>


ACCEPTED:

RECOMMENDED:

APPROVED:

BY: 

Contractor

BY: 

Engineer

BY: \_\_\_\_\_

Owner



6106 Corporate Park Drive • Browns Summit, NC 27214  
336-375-1989 • 800-881-1098 • Fax 336-282-2499  
www.shamrockenviro.com

January 11, 2020

Mr. Scott Baxter  
City of Casper  
200 North David Street  
Casper, WY 82601

**Re: Request for Contract Extension – Change Order 2**

Dear Mr. Baxter:

As part of Change Order 2, Shamrock Environmental is requesting an extension of time to July 31, 2021. Shamrock intends to complete the all the major construction activities prior to December 31, 2020. The remaining work will consist of the planting. The project schedule was extended due to the contaminated materials found in stream and in the banks. These materials caused additional sampling, isolations berms in Area 2A and river boom management.

Thank you for your assistance. We look forward to working with you to complete this project.

Sincerely,

**Shamrock Environmental Corporation**

Henry Havener  
Project Manager

CC: Mike Tedaldi  
Greg Kiser



6106 Corporate Park Drive • Browns Summit, NC 27214  
 Phone: (336) 375-1989 • Fax: (336) 375-1801

COR Number: CO-02 A
Job Number: 06-RSR-19-8906
Client: City of Casper
Project Title: NPRR – First Street Reach NO. 17-083
Contract/ Purchase Order Number:
Date: 12-19-2019

**CHANGE ORDER REQUEST (COR)**

**REASON FOR CHANGEA**

- |   |  |
|---|--|
| <input type="checkbox"/> RFI -- No. _____                 | <input type="checkbox"/> Correction Of Interface Problem |
| <input type="checkbox"/> Field Work Order -- No. _____    | <input type="checkbox"/> Schedule Acceleration           |
| <input type="checkbox"/> Revised Drawing Or Specification | <input type="checkbox"/> New Drawing Or Specification    |
| <input type="checkbox"/> Work Stoppage / Delay            | <input type="checkbox"/> Potential Claim                 |
| <input type="checkbox"/> Rework                           | <input checked="" type="checkbox"/> Client Request       |
| <input type="checkbox"/> Vendor Error -- VPR No. _____    | <input type="checkbox"/> Other (Describe) _____          |

**CHANGE ORDER REQUEST COST SUMMARY:**

Item #	Qty.	Unit	Description	Unit Price	Unit	Extension
1	1	LS	Additional Cost for Second year Mobilization	LS	1	\$46,613.00
1	1	LS	Lodging for Year 2	LS	1	\$38,000.00
Description: Additional cost the second year mobilization. Also includes Lodging for year 2. Increases Line #1 to \$191,363.00						
				SUB-TOTAL		
				TAX		
				TOTAL		\$84,613.00

Original Contract / PO Amount:	\$	\$2,455,959.40
Change Order Amount + / --	\$	\$84,613.00
Revised Contract / PO Amount	\$	\$2,540,572.40

Shamrock Originator Authorized Signature


12/19/19  
 \_\_\_\_\_  
 Authorized Signature Date Signed  
 239



6106 Corporate Park Drive • Browns Summit, NC 27214  
 Phone: (336) 375-1989 • Fax: (336) 375-1801

COR Number: CO-02 B
Job Number: 06-RSR-19-8906
Client: City of Casper
Project Title: NPRR – First Street Reach NO. 17-083
Contract/ Purchase Order Number:
Date: 12-19-2019

**CHANGE ORDER REQUEST (COR)**

**REASON FOR CHANGE:**

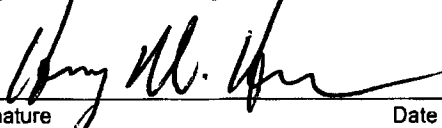
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|---|--|
| <input type="checkbox"/> RFI -- No. _____                 | <input type="checkbox"/> Correction Of Interface Problem |
| <input type="checkbox"/> Field Work Order -- No. _____    | <input type="checkbox"/> Schedule Acceleration           |
| <input type="checkbox"/> Revised Drawing Or Specification | <input type="checkbox"/> New Drawing Or Specification    |
| <input type="checkbox"/> Work Stoppage / Delay            | <input type="checkbox"/> Potential Claim                 |
| <input type="checkbox"/> Rework                           | <input checked="" type="checkbox"/> Client Request       |
| <input type="checkbox"/> Vendor Error – VPR No. _____     | <input type="checkbox"/> Other (Describe) _____          |

**CHANGE ORDER REQUEST COST SUMMARY:**

Item #	Qty.	Unit	Description	Unit Price	Unit	Extension
6	1890	CY	Contaminated Material Disposal (Original)	\$92.20	CY	\$174,258.00
6	1890	CY	Contaminated Material Disposal (Cost Reduction)	(\$45.76)	CY	(\$86,486.40)
6	1890	CY	Contaminated Material Disposal (New Cost)	46.44	CY	\$87,771.60
Description: Shamrock will not be charged for the contaminated material disposal from the city owned landfill. This change order results in a reduction of the contract unit rate of \$92.20 per cubic yard to \$46.24 per cubic yard. With a reduction in the contract value of \$86,864.40. Shamrock still managed the waste from the NPR, stockpiled the material in an approved lined area and then loaded and hauled to the landfill.				SUB-TOTAL		
				TAX		
				TOTAL		\$87,771.60

Original Contract / PO Amount:	\$	\$2,540,572.40
Change Order Amount + / --	\$	(\$86,864.40)
Revised Contract / PO Amount	\$	\$2,453,708.00

Shamrock Originator Authorized Signature


12/19/12

---

Authorized Signature Date Signed





6106 Corporate Park Drive • Browns Summit, NC 27214  
 Phone: (336) 375-1989 • Fax: (336) 375-1801

COR Number: CO-02 C
Job Number: 06-RSR-19-8906
Client: City of Casper
Project Title: NPRR – First Street Reach NO. 17-083
Contract/ Purchase Order Number:
Date: 12-19-2019

**CHANGE ORDER REQUEST (COR)**

**REASON FOR CHANGE:**

- |  |  |
|--|--|
| <input type="checkbox"/> RFI -- No. _____                            | <input type="checkbox"/> Correction Of Interface Problem |
| <input type="checkbox"/> Field Work Order -- No. _____               | <input type="checkbox"/> Schedule Acceleration           |
| <input checked="" type="checkbox"/> Revised Drawing Or Specification | <input type="checkbox"/> New Drawing Or Specification    |
| <input type="checkbox"/> Work Stoppage / Delay                       | <input type="checkbox"/> Potential Claim                 |
| <input type="checkbox"/> Rework                                      | <input checked="" type="checkbox"/> Client Request       |
| <input type="checkbox"/> Vendor Error -- VPR No. _____               | <input type="checkbox"/> Other (Describe) _____          |

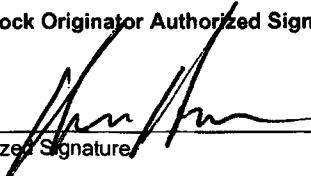
**CHANGE ORDER REQUEST COST SUMMARY:**

**For Review**

Item #	Qty.	Unit	Description	Unit Price	Unit Extension
12	1200	tons	Boulders (New quantity and Cost)	01/03/2020 9:38:39 AM	8,512.00
Description: City of Casper requested that we switch vendors for boulders due to the color. The boulder size requirements were reduced, allowing for the total tonnage of boulders to be reduced, still within the parameters of the design. The tonnage of boulders was reduced from 1690 tons to 1200 tons. The cost per ton of the boulders increased to \$98.76. The change in vendors caused a slight increase from \$115,089.00 to \$118,512.00, an increase of \$3,423.00 for the Line # 12					
				SUB-TOTAL	
				TAX	
				TOTAL	\$118,512.00

Original Contract / PO Amount:	\$	<u>2,453,708.00</u>
Change Order Amount + / --	\$	<u>3,423.00</u>
Revised Contract / PO Amount	\$	<u>2,457,131.00</u>

Shamrock Originator Authorized Signature

  
 Authorized Signature \_\_\_\_\_ Date Signed 12/19/19



6106 Corporate Park Drive • Browns Summit, NC 27214  
 Phone: (336) 375-1989 • Fax: (336) 375-1801

COR Number: CO-02 D
Job Number: 06-RSR-19-8906
Client: City of Casper
Project Title: NPRR – First Street Reach N0. 17-083
Contract/ Purchase Order Number:
Date: 12-19-2019

**CHANGE ORDER REQUEST (COR)**

**REASON FOR CHANGE:**

- |  |  |
|--|--|
| <input type="checkbox"/> RFI -- No. _____                            | <input type="checkbox"/> Correction Of Interface Problem |
| <input type="checkbox"/> Field Work Order -- No. _____               | <input type="checkbox"/> Schedule Acceleration           |
| <input checked="" type="checkbox"/> Revised Drawing Or Specification | <input type="checkbox"/> New Drawing Or Specification    |
| <input type="checkbox"/> Work Stoppage / Delay                       | <input type="checkbox"/> Potential Claim                 |
| <input type="checkbox"/> Rework                                      | <input checked="" type="checkbox"/> Client Request       |
| <input type="checkbox"/> Vendor Error -- VPR No. _____               | <input type="checkbox"/> Other (Describe) _____          |

**CHANGE ORDER REQUEST COST SUMMARY:**

Item #	Qty.	Unit	Description	Unit Price	Unit	Extension
39	1	LS	Water Control (Revised lump Sum Cost)	\$489,168.00	LS	\$686,043.00
Description: Cost of the increase to add additional oil absorbent boom, oil boom and to replace the silt curtain damaged. An increase of \$72,580.00. This increase includes labor, equipment and supplies to re-deploy, remove and maintain throughout the second year of work. Additional Isolation Berms downstream of 1 <sup>st</sup> Street Bridge. Length is 1,050 feet at \$187.50 per foot for an additional cost of \$196,875.00. This includes the installation and removal. Total increase for Item 39 Water Control will be \$269,455.00  Line Item 39 will increase from \$416,588.00 to \$686,043.00.				<b>SUB-TOTAL</b>		
				<b>TAX</b>		
				<b>TOTAL</b>		<b>\$686,043.00</b>

Original Contract / PO Amount:	\$ <u>2,457,131.00</u>
Change Order Amount + / --	\$ <u>269,455.00</u>
Revised Contract / PO Amount	\$ <u>2,726,586.00</u>

Shamrock Originator Authorized Signature

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

12/19/19  
 \_\_\_\_\_  
 Date Signed



6106 Corporate Park Drive • Browns Summit, NC 27214  
 Phone: (336) 375-1989 • Fax: (336) 375-1801

COR Number: CO-02 E
Job Number: 06-RSR-19-8906
Client: City of Casper
Project Title: NPRR – First Street Reach NO. 17-083
Contract/ Purchase Order Number:
Date: 12-19-2019

**CHANGE ORDER REQUEST (COR)**

**REASON FOR CHANGE:**

- |  |  |
|--|--|
| <input type="checkbox"/> RFI -- No. _____                            | <input type="checkbox"/> Correction Of Interface Problem |
| <input type="checkbox"/> Field Work Order -- No. _____               | <input type="checkbox"/> Schedule Acceleration           |
| <input checked="" type="checkbox"/> Revised Drawing Or Specification | <input type="checkbox"/> New Drawing Or Specification    |
| <input type="checkbox"/> Work Stoppage / Delay                       | <input type="checkbox"/> Potential Claim                 |
| <input type="checkbox"/> Rework                                      | <input checked="" type="checkbox"/> Client Request       |
| <input type="checkbox"/> Vendor Error -- VPR No. _____               | <input type="checkbox"/> Other (Describe) _____          |

**CHANGE ORDER REQUEST COST SUMMARY:**

Item #	Qty.	Unit	Description	Unit Price	Unit	Extension
6	551	CY	Additional Contaminated Material Disposal (Original)	\$92.20	CY	\$50,802.20
	800	CY	Placement of imported Topsoil	\$15.00	CY	\$12,000.00
Description: Cost for an additional contaminated material from the river banks and channel.				SUB-TOTAL		
Placement of imported topsoil, not salvaged onsite.				TAX		
				TOTAL		\$62,802.20

Original Contract / PO Amount:	\$ 2,726,586.00
Change Order Amount + / --	\$ 62,802.20
Revised Contract / PO Amount	\$ 2,789,388.20

Shamrock Originator Authorized Signature

*Henry M. Havener*  
 Authorized Signature

12-19-2019

Date Signed



January 13, 2020  
File: 172621110

**Attention: Scott Baxter, PE**  
200 North David St.  
Casper, WY

**Reference: North Platte River First Street Restoration – Shamrock Change Order No. 2**

Dear Mr. Baxter,

Stantec recommends approval of Shamrock Environmental's Change Order No. 2, totaling \$333,428.80, for additional services related to the North Platte River Restoration Project in the First Street reach. In addition, to the funding, Stantec recommends that the project completion date be extended to July 31<sup>st</sup>, 2021. Our support for this requested change in scope, fee, and schedule is detailed below:

**CO-02 A – 2<sup>ND</sup> YEAR MOBILIZATION**

1. Additional Cost for Second Year Mobilization
  - a. Machinery Rental/Maintenance
  - b. Storage Container Rental
  - c. Travel Expenses for Crew
  - d. Temp Worker Labor
2. Lodging for Year 2
  - a. Hotels and accommodations for 4 permanent crew members

**CO-02 B CONTAMINATED MATERIAL DISPOSAL FROM REACH 1**

1. Change order issues credit to reflect reduction in costs billed to the city for contaminated material disposal landfill fees.
2. Shamrock's Unit price to be reimbursed is only for the handling of material.
  - a. Stockpile Area Preparation
  - b. Excavation
  - c. On-site Hauling
  - d. Stockpiling
  - e. Loading into dump trucks

**CO-02 C SUBSTITUTION OF BOULDER SUPPLIER**

1. Per City of Casper's request, Shamrock switched boulder supplier vendors to procure granitic boulders rather than Dolomite.
2. The supplier's Cost for Granite Boulders was higher on a per ton basis, but the density of granite is higher than dolomite, which resulted in a reduction in number of boulders required.
3. The result of a reduction of boulders with a higher density is a slight increase in total cost

Reference: North Platte River First Street Restoration – Shamrock Change Order No. 2

### **CO-02 D WATER CONTROL COSTS**

1. A second-year mobilization results in additional costs associated with water and environmental controls
2. Environmental Controls
  - a. Additional (more robust) Oil Absorbent boom more appropriate for riverine conditions.
    - i. Ice flows late in the construction period proved to be more destructive than anticipated, which resulted in increased daily maintenance and damage to original oil absorbent booms.
    - ii. Increased flow velocities during water isolation requires a more robust oil absorbent boom.
  - b. Replacement of Damaged Silt Curtain
    - i. The original silt curtain which was used throughout the 1<sup>st</sup> construction phase was damaged during an ice flow in the last couple weeks of construction and needs to be replaced
  - c. Additional Oil Absorbent pads
    - i. Additional oil absorbent pads used in isolation areas are needed due to the majority of the originally budgeted/purchased pads being needed in Reach 1 and 2a.
3. Water Control
  - a. There is a possibility that WDEQ will require isolation of the left bank during Phase II Construction. In order to capture this potential cost, we are assuming that a water isolation berm will need to be constructed and maintained during the construction window. The estimate length of the berm is 1,050 LF with an expected unit bid price of \$187.50/LF

### **CO-02 E CONTAMINATED MATERIAL DISPOSAL FROM REACH 2B AND TOPSOIL IMPORT**

1. There is a possibility that WDEQ will require all excavation along the left bank of Reach 2b be considered Contaminated and will require removal, stockpiling, and disposal.
  - a. Estimated Volume by assuming 2 foot deep by 15 foot wide by the length of the woody toe yet to be installed (551 CY)
  - b. We are assuming that the cost for removal/disposal will be the full unit bid price of \$92.20/CY which includes handling and disposal fees.
2. Topsoil Import
  - a. Reach 1 had minimal to no existing topsoil available for harvest and reuse. The City donated approximately 500CY of topsoil for placement in Reach 1.
  - b. Reach 2 is assumed to have similar conditions and is expected to require an additional 300CY of topsoil being needed for the remaining banks adjacent to the wood toes.
  - c. The cost of topsoil (\$15/CY) is for handling and final grading, not for procurement of materials.

Stantec has reviewed all pertinent material related to Shamrock's change order requests, and based on our construction field experience in 2019, and our knowledge of the design and construction methods planned

January 13, 2020  
Scott Baxter, PE  
Page 3 of 3

**Reference: North Platte River First Street Restoration – Shamrock Change Order No. 2**

for the 2020 construction season, we recommend approval by the City of Casper for the proposed Change Order No. 2.

If you have any questions or concerns regarding this recommendation, please do not hesitate to contact either of us directly.

Regards,

**Stantec Consulting Services Inc.**



**T.C. Dinkins, PE**  
Project Engineer  
Phone: 970 449 8633  
T.C.Dinkins@stantec.com



**J. Randall Walsh, MSc, CERP**  
Project Manager  
Phone: 970 658 6766  
Randy.Walsh@stantec.com

Attachment: 2020-1-3 Casper Change Order 2 Final

RESOLUTION NO. 20-93

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 2 TO THE AGREEMENT WITH SHAMROCK ENVIRONMENTAL CORPORATION FOR THE NORTH PLATTE RIVER RESTORATION – 1<sup>ST</sup> STREET REACH, PROJECT NO. 12-51.

WHEREAS, the City of Casper desires to increase the contract price and extend the contract time for the North Platte River Restoration – 1<sup>st</sup> Street Reach, Project No. 12-51 due to environmental permitting and mitigation; and,

WHEREAS, Shamrock Environmental Corporation, is able and willing to provide those services, specified as Change Order No. 2 to the Agreement for a price increase of Three Hundred Thirty-Three Thousand Four Hundred Twenty-Eight and 80/100 Dollars (\$333,428.80) and a time extension of four hundred forty-two (442) days for the North Platte River Restoration – 1<sup>st</sup> Street Reach, Project No. 12-51, and further described therein.

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, Change Order No. 2 to the Agreement with Shamrock Environmental Corporation, for a price increase of Three Hundred Thirty-Three Thousand Four Hundred Twenty-Eight and 80/100 Dollars (\$333,428.80) and a time extension of four hundred forty-two (442) days for the North Platte River Restoration – 1<sup>st</sup> Street Reach, Project No. 12-51, for those services.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total price not to exceed Two Million Seven Hundred Eighty-Nine Thousand Three Hundred Eighty-Eight and 20/100 Dollars (\$2,789,388.20).

PASSED, APPROVED, AND ADOPTED this 5<sup>th</sup> day of May, 2020.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel  
City Clerk

\_\_\_\_\_  
Steven K. Freel  
Mayor

April 23, 2020

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

FROM: Liz Becher, Community Development Director *LB*

SUBJECT: Resolution Correcting a Scrivener's Error in Resolution No. 20-51 and the White Dog Addition No. 2 Subdivision Agreement to clarify the legal description of the property that was vacated and replatted to create the White Dog Addition No. 2

Meeting Type & Date:

Regular Council Meeting, May 19, 2020

Action Type:

Resolution

Recommendation:

That Council, by Resolution, correct scrivener's errors in property descriptions involved in a vacation and replat creating the White Dog Addition No. 2 and in the White Dog Addition No. 2 Subdivision Agreement

Summary:

The City of Casper, by approval of Resolution No. 20-51, replatted two residential properties to create the White Dog Addition No. 2, as well as the White Dog Addition No. 2 Subdivision Agreement. After recording the Resolution and Subdivision Agreement at the Natrona County Clerk's Office, an error/omission was found in the legal description of the property that was vacated and replatted to create the White Dog Addition No. 2 Subdivision. The Resolution that Council is now considering will correct the error/omission in the legal description with the simple addition of four words. The new legal description will read as follows in both documents (*bolding/emphasis shown to identify the omission/change*):

“Lots 1 and 2, Whitedog Addition, a portion of Lot 9, All of Lot 10 and a portion of Lot 11, Block 10, **Addition No. Three** of Pineview Meadows Subdivision No. 1.”

Financial Considerations:

Not applicable

Oversight/Project Responsibility:

Craig Collins, AICP, City Planner, is tasked with processing replats

Attachments:

Resolution No. 20-51

White Dog Addition No. 2 Subdivision Agreement

Resolution



RESOLUTION NO. 20-51

A RESOLUTION APPROVING THE VACATION AND REPLAT  
CREATING THE WHITE DOG ADDITION NO. 2 AND THE  
ASSOCIATED SUBDIVISION AGREEMENT

WHEREAS, an application has been made to vacate and replat Lots 1 & 2, Whitedog Addition, a portion of Lot 9, all of Lot 10 and a portion of Lot 11, Block 10, Pineview Meadows Subdivision No. 1, as White Dog Addition No. 2, comprising 0.61 acres, more or less, located at 454 and 504 South Sun Drive; and,

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

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

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, this resolution approving the vacation and replat as described above.

BE IT FURTHER 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 subdivision agreement between the City and the property owners (Mitchell and Dora J. Skovgard, and Rex J. Evan and Sheila R. Evans).

PASSED, APPROVED, AND ADOPTED this 3<sup>rd</sup> day of March, 2020.

APPROVED AS TO FORM:

Walter Truitt

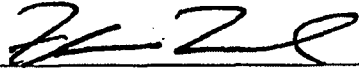


I hereby certify that this document is a true and correct copy of the original.

[Signature]  
City Clerk or Deputy Clerk




ATTEST:

  
Fleur Tremel  
City Clerk



CITY OF CASPER, WYOMING  
A Municipal Corporation

  
Steven K. Freel  
Mayor



4/23/2020 10:08:15 AM

NATRONA COUNTY CLERK

Pages: 15

Tracy Good  
Recorded: GC  
Fee: \$54.00  
CITY OF CASPER

**1080212**

**WHITE DOG ADDITION NO. 2  
SUBDIVISION AGREEMENT**

This Subdivision Agreement ("Agreement") is made and entered into this 6th day of February, 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. Rex J. and Sheila R. Evans, 504 South Sun Drive, Casper, Wyoming 82609 ("Owner").
3. Mitchell and Dora J. Skovgard, 454 South Sun Drive, Casper, Wyoming 82609 ("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 to vacate and replat Lots 1 & 2, Whitedog Addition, A Portion of Lot 9, All of Lot 10 and a Portion of Lot 11, Block 10, Pineview Meadows Subdivision No. 1, as White Dog Addition No. 2.
- C. A plat of White Dog Addition No. 2 ("Addition") has been prepared by 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.

RESOLUTION NO.20-94

A RESOLUTION CORRECTING A SCRIVENER'S ERROR IN RESOLUTION NO. 20-51 PERTAINING TO THE WHITE DOG ADDITION NO. 2, AND ALSO A SCRIVENER'S ERROR IN THE LEGAL DESCRIPTION FOUND IN THE WHITE DOG ADDITION NO. 2 SUBDIVISION AGREEMENT

WHEREAS, the City of Casper, by approval of Resolution No. 20-51, approved a vacation and replat creating the White Dog Addition No. 2 Subdivision; and,

WHEREAS, Resolution No. 20-51, recorded in the Office of the Natrona County Clerk as Instrument #1080210, described the vacation and replat creating the White Dog Addition No. 2 as being applicable to Lots 1 & 2, Whitedog Addition, a portion of Lot 9, all of Lot 10 and a portion of Lot 11, Block 10, Pineview Meadows Subdivision No. 1; however, a scrivener's error occurred, which omitted a portion of the subdivision name from the legal description; and,

WHEREAS, the legal description of the properties that were vacated and replatted to create the White Dog Addition No. 2 Subdivision should have read as follows (*bolding/emphasis added to identify the omission/change*):

“Lots 1 and 2, Whitedog Addition, a portion of Lot 9, All of Lot 10 and a portion of Lot 11, Block 10, **Addition No. Three of** Pineview Meadows Subdivision No. 1.”

WHEREAS, a similar error/omission was made to the legal description found in Recital “B” of the White Dog Addition No. 2 Subdivision Agreement, recorded in the Office of the Natrona County Clerk as Instrument #1080212; and,

WHEREAS, Recital “B” of the White Dog Addition No. 2 Subdivision Agreement should have read as follows (*bolding/emphasis added to identify the omission/change*):

B. Owner has applied to vacate and replat Lots 1 & 2, Whitedog Addition, A Portion of Lot 9, All of Lot 10 and a Portion of Lot 11, Block 10, **Addition No. Three of** Pineview Meadows Subdivision No. 1, as White Dog Addition No. 2.”

WHEREAS, it is the desire of the governing body of the City of Casper to correct the scrivener's error in both Resolution No. 20-51 and in the White Dog Addition No. 2 Subdivision Agreement, to correct the legal descriptions in both documents.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That, the scrivener's error in the first clause of Resolution No. 20-51 is amended to read as follows:

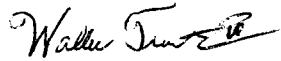
“WHEREAS, an application has been made to vacate and replat Lots 1 and 2, Whitedog Addition, a portion of Lot 9, All of Lot 10 and a portion of Lot 11, Block 10, Addition No. Three of Pineview Meadows Subdivision No. 1, as White Dog Addition No. 2, comprising 0.61-acres, more or less, located at 454 and 504 South Sun Drive; and,”

BE IT FURTHER RESOLVED that Recital “B” of the White Dog Addition No. 2 Subdivision Agreement is amended to read as follows:

B. “Owner has applied to vacate and replat Lots 1 & 2, Whitedog Addition, A Portion of Lot 9, All of Lot 10 and a Portion of Lot 11, Block 10, Addition No. Three of Pineview Meadows Subdivision No. 1, as White Dog Addition No. 2.”

PASSED, APPROVED, AND ADOPTED this 5<sup>th</sup> day of May, 2020.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Fleur Tremel  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Steven K. Freel  
Mayor

April 28, 2020

**MEMO TO:** Carter Napier, City Manager *cn*  
**FROM:** Tracey L. Belser, Support Services Director *tlb*  
**SUBJECT:** Authorize a Collective Bargaining Agreement for 2020-2022 between the City of Casper and the Fire Fighters Local Union 904, I.A.F.F., AFL-CIO.

**Meeting Type & Date**

Council Meeting  
May 5, 2020

**Action type**

Resolution

**Recommendation**

That Council, by resolution, authorize a Collective Bargaining Agreement for 2020-2022 between the City of Casper and the Fire Fighters Local Union 904, I.A.F.F., AFL-CIO.

**Summary**

Wyoming State Statute 27-10-102 grants the fire fighters in any city, town or county the right to collective bargaining and representation by a bargaining agent (union). The current Collective Bargaining Agreement between the City of Casper and the Casper Fire-EMS Department and the Fire Fighters Local Union 904 will expire on June 30, 2020. The City of Casper and the Fire Fighters Local Union 904 have agreed to a two-year contract term which includes the following changes:

- Minor corrections for clarification of ambiguous language throughout the Agreement.
- A 3% market adjustment to the existing Fire-EMS pay scale for all Union positions.
- Union members will follow minimum Fair Labor Standards Act (FLSA) regulations, specifically as it relates to calculating overtime.
- A payout of disability hours, not to exceed one-fourth (1/4) of the employee's annual scheduled hours, which removes any future expectation of a disability bank payout upon retirement.
- Clarified definition of "extreme financial circumstances" as it relates to minimum staffing levels.

This agreement will go in to effect July 1, 2020.

**Financial Considerations**

Any financial impacts will be contained in the Fire-EMS department operational budget for FY21.

**Oversight/Project Responsibility**

Contract negotiations were overseen by the City of Casper Management Team and Union Representatives as listed below.

**City of Casper Management Team:**

Carter Napier, City Manager

Thomas Solberg, Fire Chief

Tracey Belser, Support Services Director

Tom Pitlick, Financial Services Director

Nicole Carlson, Human Resources Supervisor provided administrative support

**Union Representatives:**

Jack Moore, Fire Captain, Union President

Chad Denton, Fire Captain, Union Vice President

Dane Andersen, Fire Fighter

Matthew Ludwig, Fire Fighter

Chris Reese, Fire Captain

The Fire Fighters Local Union 904, Casper Fire/EMS Department, Human Resources and Financial Services, will be responsible for adhering to the Collective Bargaining Agreement.

**Attachments**

Collective Bargaining Agreement for 2020-2022

Resolution

**COLLECTIVE BARGAINING AGREEMENT**

**Between the**

**CITY OF CASPER**

**and the**

**FIRE-EMS DEPARTMENT**

**and**

**FIRE FIGHTERS LOCAL UNION 904**

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO**

**2020-2022**



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**ARTICLE I**  
**RECOGNITION**

**Section 1 - Recognition.**

- A. The City of Casper hereby recognizes that Fire Fighters Local 904 is the sole and exclusive representative for all the sworn employees, hereinafter referred to as "employee or "employees" of the Fire-EMS Department (the "Department"), other than those excluded in this Collective Bargaining Agreement (the "Agreement"), for the purpose of collective bargaining with respect to wages, hours of work, and working conditions, except as specified in the remainder of this subsection.

The Union recognizes the Fire-EMS Chief and the Deputy Chiefs to be a part of Management. Management employees are not subject to the provisions of this union Agreement and fall directly under the City of Casper Personnel Rules and Regulations and/or individual employment contracts, as they currently exist, and as they may, from time to time, be amended.

- B. The Union hereby recognizes that, when duly assigned by Council action, the City Manager and/or his authorized representatives are the sole and exclusive Bargaining Agents for the City Council of the City of Casper, Wyoming.
- C. All Wyoming State Statutes that would apply to the terms and conditions of this Collective Bargaining Agreement, the Rules and Regulations of the Civil Service Commission of the City of Casper, Wyoming, as well as the City of Casper Personnel Rules and Regulations, as they are, from time to time amended, are incorporated into this Agreement by this reference.

**Section 2 - General.**

The City of Casper, hereinafter referred to as the "City," and the Fire Fighters Local 904, hereinafter referred to as the "Union," in order to increase general efficiency by the Fire-EMS Department, and to maintain the existing harmonious relationship between the City and its employees, and to promote the morale, rights, well-being, and sincerity of the Union and the City hereby agree as follows.

**Section 3 - Non-Discrimination.**

**Basis:** Neither the City nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, disability, age (40 or older), or genetic information (including family medical history).

**Union Activity:** Neither the City nor the Union shall interfere with the right of employees covered by this Agreement to become or not become members of the Union, except as

provided for in the Constitution and By-Laws of I.A.F.F. Local 904. There shall be no discrimination against any such employees because of lawful Union membership or non-membership activity or status.

Union Responsibility: The Union recognizes its responsibility as bargaining agent and owes the same responsibility to all employees, whether Union members or not, in compliance with all applicable state statutes.

Gender: Whenever the male gender is used in this Agreement, it shall be construed to include equally both male and female employees.

## ARTICLE II

### DISPUTE RESOLUTION

#### Section 1 - Definition and Procedure.

Definition and Procedure: A grievance is a dispute or difference of opinion raised by an employee covered by this Agreement, by the Union, or by the City involving the meaning, interpretation, or application of the express provisions of this Agreement or existing work rules.

Step One - Within twenty (20) calendar days of the party's knowledge of a grievable occurrence, the Union shall present in writing a statement of the grievance, the Agreement provision violated, and a description of the restitution desired to the Fire-EMS Chief. In the case of City grievances against the Union, the Fire-EMS Chief shall present the same to the Union President.

Within ten (10) calendar days, the Fire-EMS Chief (or Union President) shall respond in writing.

Step Two - If the response of the Fire-EMS Chief is not considered satisfactory, the Union may within ten (10) calendar days appeal the Fire-EMS Chief's decision to the City Manager. The City Manager shall respond within ten (10) calendar days.

Step Three - If the response of the City Manager or the Union President is not considered satisfactory, the Union or the City may, within five (5) calendar days, request in writing arbitration. If the parties cannot agree upon an arbitrator(s) within an additional ten (10) calendar days, the parties shall petition the District Court within ten (10) calendar days for the appointment of an arbitrator(s) in accordance with the provisions of the Uniform Arbitration Act.

Time limits may be extended upon mutual agreement.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from, the provisions of this Agreement. The arbitrator shall consider only the specific issues submitted in writing by the City and Union.

If notice is not given within the five (5) day period specified in Step 3, the right to arbitration shall be considered to be waived.

It is further agreed that the City or the employees shall not enter into any court action or file any claim for any alleged grievance or violation of this Agreement until the provisions of the grievance procedure and the Uniform Arbitration Act have been followed.

The City and employees agree not to subject to the grievance procedure those matters relating to examination, suspension, reduction in grade, and/or discharge from the Fire-EMS Department which are appropriate for hearing and decision by the Civil Service Commission.

### **ARTICLE III**

#### **MANAGEMENT RIGHTS AND RESPONSIBILITIES**

##### **Section 1 - Rights of Management.**

Except as otherwise specifically provided in this Agreement, the City has the sole and exclusive right to exercise all the rights or functions of Management, and the exercise of such rights or functions shall not be subject to the grievance procedure, except as to the resolution of whether or not a specific matter is a Management right. Without limiting the generality of the foregoing, as used herein, the term "Rights of Management" includes, but is not limited to:

1. The determination of Fire-EMS Department policy, including the right to manage the affairs of the Fire-EMS Department in all respects.
2. The right to assign working hours, including overtime.
3. The right to establish, modify, or change work schedules, manning of apparatus, and amount of apparatus in the main or reserve fleet.
4. The right to assign employees to other duties within the Fire-EMS Department when their apparatus is out of service.
5. The right to direct the members of the Fire-EMS Department, including the right to hire, promote, discipline, or transfer any employee.
6. The right to organize and reorganize the Fire-EMS Department in any manner it chooses, including the size of the Fire-EMS Department and the determination of job classifications and ranks based on duties assigned.

7. The determination of the safety, health, and property-protection measures provided by the Fire-EMS Department for the citizens of Casper.
8. The selection, promotion, or transfer of employees to supervisory or other managerial or division assignments.
9. The allocation and assignment of work to employees within the Fire-EMS Department.
10. The determination of policy affecting selection or training of employees.
11. The scheduling of operations and determination of the number of hours of assigned duty per week.
12. The establishment, modification, and enforcement of Fire-EMS Department rules, regulations, and orders.
13. The transfer of work from one position to another within the classified service of the Fire-EMS Department.
14. The introduction of new, improved, or different methods and techniques of operation of the Fire-EMS Department or of changes in existing methods and techniques, so long as said methods and techniques or changes do not increase unreasonably the risk of injury or illness or any way threaten the safety of any member of the Fire-EMS Department.
15. The placing of service, maintenance, or other work with outside contractors or other agencies of the City.
16. The determination of the number of ranks and the number of employees within each rank.
17. The determination of the amount of supervision necessary.
18. The transfer of employees from one station to another.
19. The right to institute, continue, modify and/or discontinue, without any requirement to negotiate or otherwise receive the consent of the Union, a program of assigning employees to work out-of-class on a temporary basis for training or other purposes. Such program may involve the payment of extra compensation to employees working out-of-class. The Union will be informed of program details in writing.

20. Every effort will be made to maintain a platoon staffing level of at least eighteen (18) personnel. The platoon staffing assignments will normally be as follows:

- (3) Personnel on Engine 1
- (3) Personnel on Engine 2
- (3) Personnel on Engine 3
- (3) Personnel on Engine 5
- (3) Personnel on Engine 6
- (1) Personnel on Rescue 1
- (1) Personnel on Truck 1
- (1) Personnel on Fire 1
- (18) Platoon Personnel

The minimum staffing level will be maintained unless the City of Casper's budget declines to extreme financial circumstances. Extreme financial circumstances shall be defined by current receipts generated from State general sales tax, property tax, direct distribution payments, mineral tax, and severance tax which, for three consecutive months, are below 67% the monthly average of General Fund operating expenses (excludes capital expenditures and transfers) as determined from the most recent completed annual City of Casper financial audit.

It is agreed that no conduct or action of the City or the Union hereunder shall be inconsistent with any provision of the Agreement, Personnel Rules and Regulations, Civil Service Rules and Regulations, and the Laws of Wyoming governing Fire Fighters, and the discretionary power invested in the City and the Fire-EMS Chief shall not be exercised in an arbitrary or capricious manner.

The exercise of such rights does not preclude employees or the Local from initiating a grievance as set forth in this Agreement for any alleged violation of this Agreement, Personnel Rules and Regulations, Civil Service Rules and Regulations, and the Laws of Wyoming governing Fire Fighters.

#### Section 2 - Probationary Period.

New employees shall be subject to a probationary period as established in State Law from the date of last hiring, and shall not become regular employees until after completion of said period. Probationary employees may be terminated at any time in the sole discretion of the City, without notice, and such termination shall not be subject to the grievance procedure. Upon satisfactory completion of the probationary period, the employee shall acquire seniority status from the date of last hire.

#### Section 3 - Performance Evaluation (Proficiency Rating).

The methods and procedures involved in performance evaluation shall be the responsibility and at the discretion of Management. Management shall be responsible for providing the

fairest evaluation and techniques practicable. Fire-EMS Department supervisors shall be responsible for evaluating individuals as fairly as practicable.

Section 4 - Rules and Regulations.

The City shall have the right to make such reasonable directions, rules, and regulations as may be deemed necessary by the City for the conduct and management of the affairs of the City, and the Union agrees that the employees shall be bound by and obey said directions, rules, and regulations. The City agrees that no directions, rules, or regulations will be made which are in conflict with this Agreement. Employees shall promptly and efficiently execute the instructions and orders of those above them in the chain of command. If an employee or employees believe a direction, rule, regulation, instruction, or order of a supervisor is unreasonable or unjust, the employee or employees shall comply with the direction, rule, regulation, order, or instruction of the supervisor, but with the further provision that such employee or employees may regard the direction, rule, regulation, order, or instruction as a grievance which shall be handled in accordance with the grievance procedures set forth in Article II, Section 1, of this Agreement.

Any rule or regulation not specifically addressed in this Agreement, but outlined in the Rules and Regulations of the Civil Service Commission of the City of Casper, Wyoming and the City of Casper Personnel Rules and Regulations, as from time to time amended, shall apply to the employees.

In the event that an employee or employees shall refuse to comply with a direction, rule, regulation, or shall refuse to execute promptly and efficiently an instruction or order of a supervisor, the City shall have the right, at its option, to suspend or discipline the offending employee or employees, subject to the Civil Service Rules and Regulations, and the laws of Wyoming governing Fire Fighters.

In the case of an administrative investigation conducted by Human Resources, Risk Management, the City Attorney's office or the Fire-EMS Chief and/or their respective designees, failure to answer questions regarding employment may result in disciplinary action up to and including termination. In that case and circumstance, the employee shall be advised by the person investigating the situation that nothing stated by the employee in the administrative investigation can be used against that employee in any subsequent criminal investigation pertaining to that employee.

**ARTICLE IV**

**UNION RIGHTS, RESPONSIBILITIES AND BENEFITS**

Section 1 - Responsibility.



Union Responsibility: The Union recognizes its responsibility as bargaining agent and owes the same responsibility to all employees, whether Union members or not, in compliance with all applicable state statutes.

Section 2 - Strikes.

The Union agrees that there shall be no strikes, slow-downs, stoppage of work, or any interference with the management of the Fire-EMS Department. The City agrees that there shall be no lock-out of Fire Fighters.

Union officials shall be responsible for taking affirmative steps to return employees to work or resume full services if a strike or slow-down occurs. Action by Union officials would include:

Prompt disavowal of such conduct by public announcement.

Posting of general notice in employees' meeting location explaining such disavowal; and advising employees individually that such conduct is unlawful and prohibited by this Agreement.

The City shall have the right to discipline or discharge any employee encouraging or participating in a strike, slow-down, or other interference in accordance with this Agreement, the Personnel Rules and Regulations, Civil Service Rules and Regulations, and the laws of Wyoming governing Fire Fighters.

**Section 3 - Wage Schedule**

A. Effective July 12, 2020, employees will be paid according to the following:

	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
<b>SHIFT</b>	<b>HOURLY</b>	<b>HOURLY</b>	<b>HOURLY</b>	<b>HOURLY</b>	<b>HOURLY</b>
Trainee	\$17.51				
Fire Fighter	\$18.56	\$19.50	\$20.47	\$21.51	\$22.56
Engineer	\$20.41	\$21.43	\$22.51	\$23.63	\$24.81
Captain	\$23.49	\$24.67	\$25.88	\$27.18	\$28.54
Battalion Chief	\$25.83	\$27.13	\$28.48	\$29.92	\$31.39
<b>DAY</b>	<b>HOURLY</b>	<b>HOURLY</b>	<b>HOURLY</b>	<b>HOURLY</b>	<b>HOURLY</b>
Trainee	\$25.22				
Community Risk Reduction Officer I	\$29.47	\$30.94	\$32.48	\$34.11	\$35.82
Community Risk Reduction Officer II	\$33.91	\$35.59	\$37.37	\$39.24	\$41.19
Battalion Chief	\$37.21	\$39.08	\$41.03	\$43.10	\$45.23

**Note:** Promotions will result in no less than a 5% pay increase.

**Comments:** For the purposes of reporting annual gross pay to the Wyoming Retirement System on behalf of Fire "A" pension participants, annual gross pay is calculated by taking the Step 5 Fire Fighter hourly wage times 91 hours, plus one and one-half (1.5) times that hourly rate times 5 hours, and the total times 30.42 work periods per year.

\*If a cost of living (COLA) increase or bonus is granted to other employees of the City within the term of this Agreement it shall be applied to employees covered by this Agreement without amending this Agreement.

An employee will advance to the next wage step on his/her next anniversary date. "Anniversary date" is defined as the date the employee in question was initially hired, unless the employee has been promoted, in which case the date of his last promotion is the anniversary date. Employees in wage Step 5 will not receive a step increase.

Receipt of a step increase is not an indication of satisfactory job proficiency or performance.

- B. The hourly rate set forth above will be the employee's straight time hourly rate. For the purpose of computing overtime, this rate will be multiplied by one and one-half.
- C. Pay Checks. Employees will be assigned ninety-six (96) hours of work, every twelve days and will be paid pursuant to the FLSA requirements. Employees may also be offered or assigned call-back hours and if working on a holiday will received pay calculated at holiday rate. Employees will be paid the remainder of hours worked, no more than four (4) business days after the end of the 12-day work period.

#### Section 4 - Overtime.

Employees will be paid for actual hours worked in accordance with the FLSA. Hours not worked such as, vacation, disability, FMLA leave, and bereavement, will not count as hours worked for the purposes of calculating overtime except in the case call back hours.

#### A. Call Back.

In keeping with the policy of the City to maintain an effective firefighting force, it may be required for employees to work overtime on a shift basis. Full and partial call backs shall be compensated at one and one-half (1.5) times the employee's hourly rate of pay. Rotating seniority overtime lists are established by the Department. Employees may be called in rotating order, when necessary, to fill positions.

1. Partial call back of twenty (20) hours or less will be administered by calling down the list, which begins with the least senior of the employees. A name is crossed off the list if: 1) the employee is unreachable, 2) he/she refuses the call back, or 3) he/she accepts the call back.

In the case of partial callbacks that are numerous and known well in advance, management may post a list of available partial callbacks and members may sign up for them.

A sign-up list will be posted and all personnel will be notified by email. For the first week employees may sign-up for a limited number of slots (determined by Battalion Chief). Multiple picks may be made in each round following the first week depending on the number of partial callbacks available until all slots are filled. Management will specify how many slots can be chosen for each round of picks.

If the employee cannot make the scheduled callback, he/she will find a replacement, change the master list, and notify the on-duty Battalion Chief.

2. Full-time call back of twenty (20) hours or more will be administered by calling down the list, which begins with the least senior of the employees. A name is crossed off the list if: 1) the employee is unreachable, 2) he/she refuses the call back, or 3) he/she accepts the call back.
3. Exceptions: If, at the time of call back, an employee is participating in a department-sponsored required, or non-required, activity, he will not be crossed off the call back list. Department-sponsored activities include, but are not limited to the following:
  - a. Classes
  - b. Seminars
  - c. Conferences
  - d. Meetings
  - e. Testing processes
  - f. Scheduled time trades
  - g. Wildland assignments
  - h. FEMA assignments
  - i. In the event that an activity does not fit into any of the above categories, the Fire-EMS Chief, or the Fire-EMS Chief's designee, will make the final determination if the activity is department sponsored.

No employee shall be called for less than two (2) hours and shall be allowed one hour to report for duty after being contacted by pager, telephone or other direct means. Forwarding of employees assigned pagers will be allowed. Overtime pay shall be at one and one-half (1.5) times for each call back hour so worked. Employees held over for reasons of manpower other than emergencies shall receive overtime pay at one and one-half (1.5) times the employee's base rate for each hour so worked. Except in the case of emergencies and/or special operations, overtime pay on a holiday shall be at triple time.

**B. Emergency Call Back and Special Operations.**

Call back in the case of any emergency or special operations, including those occasions on holidays, shall be paid at one and one-half (1.5) times the employee's straight time hourly rate of pay and the employee shall be compensated for a minimum of four (4) hours, regardless of the duration of the emergency call back. If the emergency call back exceeds four (4) hours of work, the employee shall be compensated for the entire duration of said emergency call back.

**C. Platoon Personnel**

Platoon employees shall be paid at the rate of one and one-half (1.5) times the employee's hourly rate of pay for all hours worked in excess of ninety-one (91) hours in a 12-day work period, except as provided in Paragraph "A" above.

D. Day Personnel.

Other employees of the Department not exempt under the terms of the Fair Labor Standards Act will be paid at the rate of one and one-half (1.5) times their basic hourly rate for all hours worked in excess of forty (40) hours in a seven (7) day work period.

E. Compensatory Time.

Compensatory time, at the rate of 1.5 times straight time, may be awarded in lieu of cash overtime for department-related work or education when that work or education must be completed outside the regularly scheduled work period.

Management reserves the right to cash-out compensatory time balances. Compensatory time can be used when the absence does not necessitate a call-back at the time it is scheduled. Compensatory time must be scheduled at a minimum of two (2) hours per use. Compensatory time may be scheduled with the on-duty Battalion Chief and/or Acting Battalion Chief starting at 0800 on the shift that it is to be used on a first come first serve basis. Management will make reasonable effort to permit the use of compensatory time as requested by the employee. Compensatory time may incur roving charges to the Fire-EMS Department at no penalty to the employee. The maximum accrual for compensatory time will be forty-eight (48) hours for shift personnel and forty (40) hours for day personnel.

Section 5 - Clothing Allowance.

The employee shall be responsible for reasonable care of his equipment and willful neglect shall be cause for disciplinary action. The clothing shall be worn during duty hours only, to and from work, community relations work, and Fire-EMS Department functions, and any deviation will be considered misuse of City property and may be subject to disciplinary action. The City shall provide for the normal care and maintenance of said equipment to ensure that it be kept in good and safe condition.

All entry-level shift personnel shall be granted a uniform credit equal to the actual cost of three (3) work uniforms (3 shirts and 3 pair of trousers); one (1) pair of safety boots or safety shoes; and, two (2) tee-shirts, and any other item required.\* Uniforms are the property of the City of Casper and upon termination or resignation from the Fire-EMS Department, prior to completion of the probationary period, all clothing issued or paid for by the City of Casper shall be returned to the Department.

Upon permanent assignment, a dress uniform will be furnished consisting of the following:

- a. 1 dress cap;
- b. 1 dress coat;
- c. 1 pair dress trousers;

- d. rank and classification badges and insignia as required; and,
- e. dress shoes.

All shift personnel below the rank of Deputy Chief shall be granted annual uniform replacement credit equal to the actual cost of one (1) work uniform (one shirt and one pair of trousers); one (1) pair of safety boots or safety shoes; and, two (2) tee-shirts, and any other item required.\* The credit can be used for the purchase or replacement of any item required to be worn by the uniform policy which is issued by the City. It can also be used for any approved optional item of clothing. The City shall provide for normal repair or replacement of the current allotment of clothing, except as provided in the first sentence of Article IV, Section 5. Repair and replacement of clothing purchased in prior Agreement years shall be the exclusive responsibility of the employee.

The uniform order will be provided to all employees no later than June 15. The employee order form will be completed and submitted by July 15 and the uniform items will be ordered no later than August 1.

All day personnel shall be allotted the amount of the annual uniform allowance and can either order from the uniform list or purchase civilian clothes and be reimbursed up to the same dollar amount allotted to each employee. The Union and Management may mutually agree on instances where exceptions are necessary.

All employees shall be provided a uniform jacket as needed.

\* The above items, where appropriate, shall be Nomex or NFPA approved.

#### Section 6 - Hours of Work.

Platoon Personnel. It is agreed that the declared work period for such employees is twelve (12) days, and that they shall work in twenty-four (24) hour shifts, on a three (3) platoon basis as described in the 48/96 schedule listed below. The declaration is made pursuant to 29 USC Section 207(K) and 29 CFR Part 553.

1. The 48/96 shift schedule is a three-platoon system in which employees work two consecutive twenty-four hour shifts for a total of forty-eight (48) hours, and have ninety-six consecutive hours off. A typical work period is as follows:  
X= work day, and O=day off: XXOOOOXXOOOOXXOOOO and so on.
2. A shift is defined as twenty-four (24) hours.
3. The maximum consecutive hours an employee can work will be ninety-six (96). If an employee has reached his maximum hours worked they will not be removed from a callback list.
4. In the event a shift is scheduled to work both December 24<sup>th</sup> and December 25<sup>th</sup> of the same year, the shift assigned to work December 23<sup>rd</sup> will be reassigned to work on

December 24th. The shift originally scheduled to work December 24<sup>th</sup> will be reassigned to work December 23<sup>rd</sup>.

- a. In the event that this effects the hours of work in a work period, other reassignments shall be agreed upon by labor and management.

5. It is agreed that the declared work period for platoon employees is twelve (12) days.

Employees required to travel from one work duty station to another and are notified before 08:00 shift exchange shall be paid fifteen in (15) minute increments to gather firefighting equipment and travel to new station. Time shall be requested via an electronic timekeeping system for supervisor approval. No travel time will be paid for travel required for employee shift exchange as in Section 19 – Shift Exchange.

Day Personnel. The normal work period shall consist of eight (8) hours per day, with five (5) days of work scheduled during a seven (7) day work period. Normally, the work days would be Monday through Friday. Work schedules shall be at the discretion of the Fire-EMS Chief.

#### Section 7 - Pension Payroll.

The City and the employees shall pay their proportionate share into the Firemen's Pension Fund, as required by the State Treasurer in accordance with State Law. The proportionate shares shall be calculated on the gross pay with each payroll processed.

Effective July 1, 2020, the City will contribute 14% of employee's compensation towards the Plan "B" retirement. Per the Wyoming Retirement System's Pension Contribution Rates, the City's contribution rate will increase to 15% on July 1, 2021 and again on July 1, 2022 to 16%.

If the state determines that the "B" pension has reached a level where it is no longer necessary to fund the plan at the 12% level, the City will make available to the individual employee the option of contributing the difference between the required State contribution and 12% to the State of Wyoming's Deferred Compensation plan. However, each employee must match the City's contribution to the State of Wyoming's Deferred Compensation plan dollar for dollar. (An example would be, if the State dropped the required City contribution from 12% to 10%, the City would contribute up to 2% to the State of Wyoming's Deferred Compensation plan contingent upon the individual employee contributing the same amount as the City, i.e. up to 2%). The City has no further obligation if the employee does not participate by matching the dollar amount.

The State of Wyoming's Deferred Compensation plan (457) is designated for all employees covered by this Collective Bargaining Agreement who opt to participate in the City sponsored Deferred Compensation plan.

#### Section 8 - Health, Dental and Life Insurance.

Health insurance costs, which include major medical and dental coverage, are to be shared by the employee and the City. Employees will enjoy the same health insurance benefits and pay the same

premiums as all other regular full-time City employees. Premiums may be adjusted from time to time.

Life insurance benefit shall be provided through the State of Wyoming benefits at a level equivalent to the employee's annual salary to a maximum of \$50,000. This coverage will be provided at no cost to the employee up to the age of 60. During the transition between life insurance policies the City agrees to ensure no lapse in life insurance coverage.

Employees retiring after the effective date of the 1997-98 Collective Bargaining Agreement, and their dependents, shall enjoy the same health insurance benefits and pay the same premiums as all other City retirees. "Retirement" shall mean separation from the City as an Employee upon terms that entitle the employee to receive a service or disability pension under Article 2 or 4, Chapter 5, Title 15, of the Wyoming State Statutes, as amended.

A Retirement Health Savings (RHS) Plan with the International City Management Association Retirement Corporation (ICMA-RC) shall be provided to all employees covered by this Collective Bargaining agreement. Such Plan shall have a direct mandatory Employer contribution of \$500 each plan year per employee, and a direct mandatory contribution of \$500 per Employee covered by this Collective Bargaining Agreement each Plan year. This benefit is mandatory and requires enrollment of all employees covered by this Collective Bargaining agreement. A participant who separates from the service of the Employer prior to retirement will be eligible to receive benefits immediately upon separation from service.

Nothing herein shall be construed to limit any rights of the parties under law to negotiate an alternative health and dental insurance plan.

#### Section 9 - Vacation.

##### Platoon Personnel:

##### **Definitions:**

Shift: A "shift" equals twenty-four (24) hours.

Partial Vacation Shift: Partial vacation shifts are only available in 12-hour increments limited to blocks beginning at 0800 and 2000.

Anniversary Date: In reference to the vacation selection process, an employee's anniversary date shall be the date of hiring.

Pick: A "pick" is defined as consecutive duty cycle(s) (tours), or a partial or a single shift.

Full Duty Cycle or tour: A "full duty cycle or tour" is defined as 2 consecutive regularly scheduled 24 hour shifts.

"Platoon" and "Shift" are used interchangeably in this agreement.



**Accrual and Balances:**

Platoon Personnel:

Effective July 1, 2012, the vacation accrual shall be as follows:

- A. Service of less than 5 years – 8 shifts (6.31 hours / 12-day pay period)
- B. Service of 5 or more, but less than 10 years – 9 shifts (7.10 hours / 12-day pay period)
- C. Service of 10 or more, but less than 15 years – 12 shifts (9.47 hours / 12-day pay period)
- D. Service of 15 or more, but less than 20 years – 13 shifts (10.26 hours / 12-day pay period)
- E. Service of 20 or more – 14 shifts (11.05 hours / 12-day pay period)

All platoon personnel may have, up to, a maximum of three hundred sixty-nine (369) vacation hours in their vacation bank.

**Vacation Selection Process:**

The vacation selection process shall begin no later than November 1 of each year. Vacations shall be selected by December 31 of each year for the following year. Vacation shall be selected on a rotating seniority basis on each platoon. Vacation picks can be chosen or floated during rotating seniority picks. Vacation leave shall be maintained with a positive balance after December 31, 2014, unless written approval is granted by the Fire-EMS Chief.

Prior to January 1<sup>st</sup>, no more than three (3) persons can be scheduled on vacation on any given shift. Two of the three vacation slots are reserved for full duty cycle (tour) vacations until January 1. A third vacation slot is available for full tour, single, or partial shifts. A single vacation period may not exceed a consecutive twelve (12)-shift period.

Examples:

Correct selections prior to January 1<sup>st</sup>:

July 3-4	Jones, White, Johnson (4)
July 3-4	Jones, White, Johnson

Incorrect selections prior to January 1<sup>st</sup>:

July 3-4	Jones, White (4), Johnson (4)
July 3-4	Jones, White (3), Johnson (4)

*Two of the three vacation slots are reserved for full duty cycle (tour) vacations until January 1. Therefore, in this example Johnson could not schedule a single or partial shift during the selection process as White had already selected a single shift during the tour.*

### **Floating Shifts:**

Floating shifts may be chosen first come first serve after January 1<sup>st</sup> and may be used in any open vacation slot. Floating shifts may be taken as full shifts, or as partial (12-hour) shifts. Vacation slots must be picked by 7:00 a.m. of the day chosen.

A fourth floating vacation slot is available after January 1<sup>st</sup> only when scheduled staffing is such that a fourth vacation slot will not cause a drop below minimum staffing levels. An employee using a fourth vacation slot must provide a standby to cover the vacation shift in the event said vacation shift would cause a call back. The standby must be available until 0700 of the shift taken.

Floating shifts used for the purpose of time trades will not result in any additional expense to the City (i.e., you must have a standby in the event the shift is in a call back situation).

The Fire-EMS Chief may allow re-selection in the event vacation slots become available after December 31. Vacation hours may be used in the event of an emergency with the approval of the on-duty Battalion Chief. Only in this use can vacation be taken in increments other than 12 or 24 hours.

### **Holidays:**

If a shift employee is on vacation, and his/her assigned platoon works a holiday, he/she shall be granted another shift of vacation (i.e. a "replacement" holiday shift), but said employee shall not be eligible to receive compensation for such holiday at double time. If an employee chooses to take a replacement holiday shift on a holiday, no extra time shall be granted, nor shall the employee be paid double time for such a day of vacation.

### **Day Personnel:**

Effective July 1, 2010, the vacation shall be as follows:

- A. Service less than nine years – 14 business days (4.31 hours per bi-weekly pay period);
- B. Nine years, but less than fifteen – 20 business days (6.15 hours per bi-weekly pay period);  
and,
- C. Fifteen years, but less than twenty – 24 business days (7.38 hours per bi-weekly pay period).
- D. Twenty years or more – 25 business days (7.69 hours per bi-weekly pay period).

A business "day" equals eight (8) hours.

In reference to the vacation selection process, an employee's anniversary date shall be the date of hiring. Vacation time shall be taken when such time does not impair the operational needs of the Fire-EMS Department and notice shall be given to the employee's supervisor prior to the requested vacation time.

Day personnel will have a maximum accrual limit of two hundred twenty (220) hours. Vacation balances shall not be negative.

Upon separation of employment with the City of Casper, up to a maximum of three hundred sixty-nine (369) hours of the employee's accrued vacation time shall be paid to him/her in accordance with the hourly rate the employee was receiving at the time of separation from service. Any vacation balance in excess of three hundred sixty-nine (369) hours shall not be compensated to the employee by the City of Casper. In the event of death of an employee all of the employee's accrued vacation time, at the time of death, shall be paid to his/her estate in accordance with the hourly rate the employee was receiving at the time of his/her death.

#### Section 10 - Holidays.

All shift personnel whose duty cycle begins at 8:00 a.m. on any of the following listed dates shall be compensated for such work at two (2) times their base pay, provided, however, they actually work such duty cycle on the actual day of the holiday.

#### 2020

July 4  
September 7  
October 12  
November 11  
November 26  
November 27  
December 25

#### 2021

January 1  
February 15  
May 31  
July 4  
September 6  
October 11  
November 11  
November 25  
November 26  
December 25

#### 2022

January 1  
February 21  
May 30

In the event the City of Casper grants any City employees more than ten (10) holidays annually, employees shall be granted such additional holiday or holidays nearest to Christmas Eve or New Year's Eve

Platoon employees who work on any of the above dates shall be compensated as above. Day personnel shall observe the holiday recognized by general City employees for those holidays listed above.

Employees on leaves without pay are not eligible for holiday pay.

Section 11 - Sick Leave. ("Sick" and "disability" are interchangeable in this agreement.)

- A. Platoon Personnel: Sick leave for non-duty connected injury or illness shall be accrued at the rate of 6.63 hours per 12-day work period or 8.4 shifts per year. Sick leave shall be charged per hour used. Sick leave accumulation shall commence at date of employment.
- B. Day Personnel: Sick leave for non-duty connected injury or illness shall be accrued at the rate of 5.54 hours per bi-weekly pay period, one and one-half (1-1/2) days per month eighteen (18) days per year of continued employment.
- C. Sick leave shall be granted upon request, provided that the Fire-EMS Chief may require a written affidavit of the employee or a written doctor's statement before approving the use of sick leave pay. Employees shall be charged for one (1) hour of sick leave for every hour of sick leave used, calculated to the nearest hour within a one (1) hour minimum.
- D. Sick leave may be used for medical conditions in the immediate family.
- E. Sick leave (up to 48-hours per instance) may be used for attendance at the employee's child's delivery. Up to an additional 48-hours may be used upon approval of the Fire-EMS Chief in extenuating circumstances.
- F. Up to 48-hours of bereavement leave may be used for death in the immediate family. This bereavement leave will not be deducted from the employee's sick leave bank. Shifts of sick leave shall be granted with the approval of the Fire-EMS Chief in extenuating circumstances. Immediate family shall be defined as parent, grandparent, brother, sister, child, grandchild, or spouse and equivalent relations by marriage. Up to 48-hours of sick leave can be used in the case of death of the employee's and by marriage equivalent: aunt, uncle, niece, or nephew. Additional shifts of sick leave shall be granted with the approval of the Fire-EMS Chief.
- G. Sick leave shall be accrued by employees without limit.

The City will provide a payout in July 2020, for all Union members that had an individual disability leave balance as of July 11, 2018. The payout will be either based upon the employee's disability leave balance as of June 11, 2020, or frozen balance as of July 11, 2018, whichever is lower. The payout will be calculated by determining one-half (1/2) of the qualified employee's disability leave balance, not to exceed one-fourth (1/4) of the employee's annual scheduled hours of work. The qualified employees will be allowed to keep the disability leave hours in their disability bank, even after the payout occurs. With this payout, there is to be no expectation for any future disability leave payouts.

- H. Sick leave will be available to employees who trade time, upon the approval of the Battalion Chief or Station Captain. Refer to Section 19 on shift exchange.

- I. Any false representation, when substantiated by a medical doctor, chosen and paid by the City, made by an employee in connection with a claim for sick leave benefits shall be deemed just cause for discipline.
- J. For shift personnel, sick leave will not be used for non-departmental scheduled medical appointments without prior approval of a supervisor.

Section 12 - Injury Leave.

- A. Whenever a classified employee of the Fire-EMS Department is injured while within the scope of his job responsibilities, he/she shall apply for benefits as provided by the Wyoming Worker's Compensation Act. The employee also shall have the option of using sick leave and, when sick leave is exhausted, vacation, to bridge and/or supplement worker's compensation benefits.

In the event of a duty-connected injury which necessitates an absence from duty for less than 72 consecutive hours, the employee shall have the option of using up to 48-hours of sick leave for said injury. In the event of a duty-connected injury which necessitates an absence of 72 consecutive hours or more, the employee shall have the option of using sick leave and, when sick leave is exhausted, vacation at the rate of 8 hours for each 24- hour absence from duty due to compensable injury. The option to use sick leave or vacation to supplement worker's compensation payments shall cease as of the earliest date that the employee is eligible for retirement or disability pension in accordance with the provisions of the Firemen Pensions and Death Benefits Act.

- B. In the event that a Worker's Compensation Claim is approved and subsequently it is found that just cause exists to contest said claim, Management may file a grievance, as provided for herein, prior to taking any other remedial action.
- C. Any false representation made by an employee in connection with a claim for State Compensation benefits shall be deemed just cause for discipline.
- D. Employees returning from injury leave refer to the physical fitness section of the Fire-EMS Department Policy Manual for return to full duty requirements.
- E. Temporary light duty work agreements shall be at the discretion of the Fire-EMS Chief. Temporary light duty work assignments will not start without a note listing specific restrictions from the medical care provider that the employee is being treated by. The note of restrictions shall be provided to Risk Management who is responsible for creating and maintaining all temporary light duty work agreements. Temporary light duty work assignments shall begin at the beginning of the next closest pay period being able to return to work in a light duty capacity.

During the time employees are in a temporary light duty capacity, vacation and sick leave accruals will remain at the Platoon accrual rate.

Section 13 - Family and Medical Leave Policy.

The City will abide by the provisions of the Family and Medical Leave Act of 1993, and employees will be covered by the City-wide policies related thereto, as they are amended from time to time. An employee shall have the right to use accrued disability, vacation and comp time for any injury or disability (including disabilities that qualify under the Firefighter Presumptive Disability for Certain Diseases Act, Wyoming Statute Sections 27-15-101 *et seq.*), regardless of any FMLA time period until the employee is able to return to light or full duty, is eligible for retirement, or qualifies for a disability pension. The Fire-EMS Chief reserves the right to request fitness for duty, functional capacity, or other medical or physical examinations during any disability leave period.

#### Section 14 - Career Development.

Employees may be granted time and expenses to attend conferences, conventions, and schools each year. Employees attending approved career development opportunities will be granted education hours, in addition to the travel, classroom attendance, and homework hours, to maintain regular scheduled work period hours.

Expenses shall include lodging, air transportation, ground transportation, tuition, and meals. All requests for schools and conferences shall be made to the Fire-EMS Chief or his designee. Time off will be granted based upon operational needs of the Fire-EMS Department.

Section 15 - Incentive Pay (State of Wyoming Certification and Education).

The following grid stipulates incentive pay that will apply to all employees covered by this Agreement. The incentive percentages shown on the grid are to be applied to the employees then hourly rate of pay to determine the amount of the additional incentive pay, which percentages, in no event, shall accumulate to a total of more than of 7.5%. Incentive pay may change from year to year depending on what certifications and/or education is achieved. It is the responsibility of the employee to provide the Fire-EMS Chief a copy of the certification and/or education upon receipt of certification/degree and immediately upon a change or the expiration of certification(s). Positions authorized to receive said incentive pay will be at the discretion of the Fire-EMS Chief.

<b>1% Incentive</b>	<b>2.5% Incentive</b>	<b>3.5% Incentive</b>	<b>5% Incentive</b>	<b>7.5% Incentive</b>
CAR SEAT TECHNICIAN	EMT – INTERMEDIATE	B.A./B.S.	EXECUTIVE FIRE OFFICER	PARAMEDIC
HAZMAT TECHNICIAN	P.O.S.T.		M.A./M.S.	
PLATOON COORDINATOR	A.A./A.S.			
SCBA				
PIO				
EMT - ADVANCED				
FIRE & EXPLOSION INVESTIGATOR				
FIRE PLANS EXAMINER				
ENGINEERING TECHNOLOGIES TECHNICIAN				
FIRE PROTECTION SPECIALIST TECHNICIAN				

Those who currently receive incentive pay of \$0.10/hour for 32 credit hours will be grandfathered and shall continue receiving this rate of incentive pay. As of the date of this Agreement, those who are grandfathered in will be the only ones to receive incentive pay for 32 credit hours.

All accreditation must be sanctioned by institutions governed under the American Council on Education and verification must be presented to the Fire-EMS Chief, or his designee, prior to payment. All degrees must be in Fire Science, Public Administration, Business Administration, Health Sciences, Education, or a related field.

Tuition reimbursement shall follow the City's Tuition reimbursement program (Appendix A).

#### Section 16 - Rule Changes.

The Union shall be given vocal consideration of rule changes proposed by the City to the Civil Service Commission.

#### Section 17 - Union Business.

- A. The Union shall notify the Fire-EMS Chief of the names of the Officers of the Union within at least one week following their designation. When approved by the Fire-EMS Chief, the President, or in his absence, the Vice-President and the Secretary-Treasurer, shall be allowed time off to attend Local 904 Union meetings. Said approval shall be granted by the Fire-EMS Chief when said leave would not disrupt or interfere with the service of the Department. In determining whether or not to grant such leave, the relative interests of the parties and the circumstances of the parties at the time such leave is requested shall be considered, as well as the purposes for the leave. The Union shall endeavor to conduct all necessary Union business during the non-working time of the greatest number of employees required for such business.
- B. When approved by the Fire-EMS Chief, four (4) members of the Union Negotiating Committee shall be granted leave from duty with full pay for all meetings between the City and the Union for the purpose of negotiating the terms of an agreement, when such meetings take place at a time during which such members are scheduled to be on duty. Said approval shall be granted by the Fire-EMS Chief when said leave would not disrupt or interfere with the service of the Department. In determining whether or not to grant such leave, the relative interests of the parties and the circumstances of the parties at the time such leave is requested shall be considered, as well as the purposes for the leave.
- C. Four (4) members of the Union Grievance Committee shall be granted leave from duty with full pay for all meetings between the City and the Union, for the purpose of processing grievances, when such meetings take place at a time during which such members are scheduled to be on duty, provided that such time off shall not interfere with the administration and operation of the Fire-EMS Department.
- D. The President and the Vice-President, or their authorized representative, shall be allowed a combined total of six (6) calendar days per year off with pay to attend I.A.F.F. seminars and conventions, Federated Fire Fighters of Wyoming organization meetings, negotiation sessions, labor/management meetings, or preparation for negotiations, or meetings between City and Union. In no case may more than two (2) on-duty employees be absent from



work at any given time. The Fire-EMS Chief must be notified in advance of said absences, except in extenuating or aggravating circumstances.

In addition, whenever the above representatives are working on legislative problems of mutual interest to the City and the Union, as agreed upon by the Union President and the City Manager such as revenue legislation, pension meetings with the Wyoming Association of Municipalities, or with a State legislative committee, they shall be allowed time off with pay to attend these meetings.

- E. No employee shall leave his/her assigned job or position without first duly reporting to his/her supervisor when he/she leaves and immediately upon his/her return.
- F. Members of the Union are permitted to attend the Legislative Session for any purpose, except that such attendance shall not be at a time when the employee is being compensated by the City, unless such payment is as a result of a shift exchange as provided in the first paragraph of Section 19 of this Article.

#### Section 18 - Public Service.

Any member of the Fire-EMS Department who is appointed to a City-related public office, governmental commission, or governmental committee, which shall not be a full-time position, may be granted leave from duty without loss of seniority or other benefits upon the approval of the Fire-EMS Chief. In this instance, the City will pay, in wages, the difference between any payment received for said service/s, if any, and wages for the employee's regularly scheduled work period.

#### Section 19 - Shift Exchange.

##### SHIFT EXCHANGE FOR LEGISLATIVE USE:

For purposes of the provisions of Article IV, Section 17(f), employees may, by agreement between themselves, exchange shifts so long as: (1) a suitable replacement is provided by the employee attending the Legislative session; (2) attendance by the employee at the Legislative session results in no added cost to the City; Shift exchanges under this Section may be canceled by the Fire-EMS Chief, or his/her designee, if such cancellation is necessary to insure full shift strength, or in the event of an emergency.

##### SHIFT EXCHANGE FOR GENERAL PURPOSES:

Exclusive of the provisions of Article IV, Section 17(f), employees may by agreement between themselves, exchange not to exceed 26 shifts annually with the consent of their superior. Shift exchanges for attendance at National Guard Camp, or donation of time by employees to any member representing the Union in Local 904 affairs, shall be permitted, but lists setting out such replacements and shifts to be served must be submitted to the Fire-EMS Chief fifteen (15) calendar days prior to departure, except in extenuating and aggravating circumstances.

Sick leave will be available to employees who trade time, upon the approval of the Battalion Chief or Station Captain. The Battalion Chief may ask the employee to report to the station to verify the

illness or injury. Employees who use sick leave on a time trade will be required to report the hours as "time trade disability". Employees will not receive payment for time trade disability hours, but will have those hours deducted from their disability bank.

The Union holds the City harmless from any action or inaction due to exchanged shifts. In the event an employee terminates employment, all shift exchange obligations are the responsibility of all individuals involved. Employees may not project termination dates, (except in some retirement situations to meet service requirements) to include any form of paid time off.

#### Section 20 - Off-Duty Work.

The use of off-duty time by a member of the Fire-EMS Department, when not in uniform, shall not be subject to any restriction by the City, except as to avoid overtime pay as provided under applicable labor laws and regulations, provided that no such use of off-duty time shall materially interfere with such member's performance while on duty, nor promote conflict of interest.

#### Section 21 - Union Representation

Employees have the right to Union representation at a disciplinary meeting. It is the employee's responsibility to request Union representation. Union representation is defined as a Local 904 member that is a current Executive Board Member. Management is defined as the Fire-EMS Chief or his or her designee.

- Management may not select the Union representative for the employee.
- Management should allow time for the employee to consult with a Union representative before the meeting. Work time must be granted if the expediency of the meeting does not allow for the use of personal time for this consultation.
- Management cannot require the Union representative to remain silent throughout the meeting.
- Employees cannot unreasonably delay the disciplinary meeting by insisting on a Union representative who is absent from the work site when there is another representative available.
- The Union representative shall not transform the meeting into an adversarial confrontation between the Union and the employer.
- If Union representation is requested, then both management and Union representation shall keep official minutes of the disciplinary sessions. Both parties shall exchange copies of the minutes at the end of the meeting for edit and approval. The parties shall jointly initial minutes mutually approved. The format of the minutes will be a brief summary rather than a verbatim record.

#### Section 22 - On-Call Time

Fire-EMS Members that are assigned to the Community Risk Reduction (CRR) Division as a CRR Officer I or II, may be required to be placed on a rotating On-Call schedule. This schedule will be

seven (7) days in length. While On-Call, the employee may be required to report to work to perform work related duties.

When CRR Officers are placed on the On-Call schedule they shall be compensated at one hour of base pay per day On-Call, for a total of seven (7) hours additional pay for their On-Call schedule. In the event that a CRR Officer is called to report to duty after regular scheduled work hours, that employee will be compensated accordingly to the overtime rules as described in Section 4 –Overtime of this contract.

### Section 23 - Acting Pay

Fire-EMS Members acting in the rank of Captain, and above, will be compensated with a 5% increase on base wage while serving in a capacity with authority and responsibilities of a higher job level. The Member must be designated to work in the acting capacity by the Fire-EMS Chief. Acting pay will be designated for all unplanned absences that are anticipated to last no less than ten (10) shifts. The designated employee shall receive acting pay for the duration of their assignment.

## ARTICLE V

### MISCELLANEOUS

#### Section 1 - Seniority and Promotions.

The Fire-EMS Chief will establish a department seniority list, and it will be brought up to date on or before November 1<sup>st</sup> each year. The seniority list shall be immediately posted in an accessible location to all employees. Any objections to the seniority list as posted will be reported to the Fire-EMS Chief within ten (10) days, or it will stand approved. Management reserves the right to move employees among platoons as needed to accommodate promotions, specialties, shortages, etc. at any time in the sole discretion of management.

Station assignments may be changed annually, or as determined necessary by management.

Any employee, after holding a position or rank, will not be subject to re-examination for the same position when such transfer is requested by Management. In order to facilitate a return to a previously held position, the most junior person in that class will be returned to the rank previously held. Any classified employee reassigned to a lower position or class due to a decision by Management other than for failure of probation will, for a period of three (3) years following said reassignment, be certified as "number one" on any existing or subsequent promotional lists for the permanent position from which employee was reassigned. All non-management promotions will be announced within fourteen (14) days from the time of such vacancy, and must come from the active promotions list at the time of the vacancy. Said promotion shall be effective at the beginning of the next full pay period. The City shall attempt promotions to management positions within sixty (60) days for Deputy Chiefs and ninety (90) days for Fire-EMS Chief of such vacancy, except in the case of a reduction in force, or where appropriate, the City Manager may have a reasonable extension of time, if a certified promotional list exists. The City will hold examinations as often

as needed to insure the current status of eligibility lists for non-management positions. All promotions will be subject to a twelve (12) month probation period. All eligibility lists will remain in effect for a period of two (2) years following the date of certification by the Civil Service Commission.

All pay changes, including promotions, that occur any time within a 12-day work period are effective the first day of the period.

Fire employees who elect, either through promotion or transfer, to move from shift work to days or vice versa will be subject to benefit conversion. The benefit conversion will be calculated under the appropriate following formula:

Shift to days:

$$\frac{2080 \text{ (annual days hours)}}{2920 \text{ (annual shift hours)}} = (0.7)$$

shift disability leave hours balance x 0.7 = day balance conversion

shift vacation leave hours balance x 0.7 = day balance conversion

Days to shift:

$$\frac{2920 \text{ (annual shift hours)}}{2080 \text{ (annual days hours)}} = (1.4)$$

day disability leave hours balance x 1.4 = shift balance conversion

day vacation leave hours balance x 1.4 = shift balance conversion

## Section 2 - Training, Physical Conditioning and Health Evaluation.

The City and the Union agree that physical fitness of all employees is desirable for prevention and mitigation of injury, as well as providing fit employees capable of meeting the demands required of them. As such, management shall implement a plan of physical fitness to include:

- A. Participation in a regularly scheduled physical fitness program for all departmental employees, each shift or day, to be noted on the performance evaluation.
- B. An annual test, agreed upon by management and the Union, to measure the physical ability of each individual in accordance with performance standards established by management and based upon job related standards. Results of individual and overall performance standards shall be made available to the Fire-EMS Chief within ten (10) working days of testing.
- C. Annual physical assessments will be performed by all employees covered by this collective bargaining agreement. Assessments and results will be strictly confidential. Assessments will be conducted six months opposite the scheduling of the annual physical fitness test. The results will not be used in any disciplinary actions against the employee. Only the

training division will store the test results. The results are only to be seen by the employee and fitness coordinator. This material will have no effect on performance evaluations or consideration for promotion. Test results will serve to assist the employee to gauge personal performance to ensure readiness for the annual physical fitness test. Fire administration will be responsible for having a minimum of three fitness coordinators; Coordinators will be educated in fitness and certified by management.

- D. The City shall provide a medical examination/physical by a medical care provider that is mutually acceptable between the City and the Union. The medical examination/physical will be scheduled per the following criteria and shall include inoculations and testing in compliance with OSHA mandates and Fire-EMS Department management recommendations using the Firefighter Physical protocol as guidelines:

Under the age of forty (40) – Bi-annual

Over the age of forty (40) – Annual

Haz-Mat Technician – Annual

A stress EKG will be part of the physical examination. The frequency of the stress EKG will be as directed by a Medical Professional/Examiner based on risk factor and age recommendations.

### Section 3 - Indemnification.

The City shall, upon review of the particular circumstances, save harmless and indemnify employees against any tort claim or judgment arising out of an act or omission occurring within the scope of their duties as employees, as provided by Wyoming Governmental Claims Act. The City recognizes and will abide by its obligation to the employees expressed in the Wyoming Governmental Claims Act. It's not the intention of either party that the City or the employees waive any immunity or limitation of liability.

### Section 4 - Labor/Management Meetings.

The Union and the City shall establish mutually acceptable times, at least quarterly, to meet for discussion on general City policies relating to Union-Management cooperation, a review of major City programs as they relate to the firefighting function, and suitable items of general interest to the employees of the Department. These meetings shall be to encourage continued open communication between both parties and not be used to discuss alleged grievances either by the Union or by the City. The Union and the City shall meet for breakfast, or lunch, one month prior to formal negotiations to discuss matters that need to be addressed.

The Union and Department administration will establish mutually acceptable times, at least monthly, to meet for discussion on general activities and policies relating to the operations of Casper Fire-EMS. The Union and Department administration will openly communicate and work on issues in good faith with each other on department issues.

### Section 5 - Committee Representation.

The Union shall have a minimum of one (1) designated person on any active City health and/or safety Committees to represent the Union and provide input.

#### Section 6 - Effective Date and Duration.

This Agreement shall become effective the 1st day of July 2020 and shall remain in force until a new agreement is reached between the Union and the City. This Agreement is anticipated to remain in effect until June 30, 2022.

This Agreement can only be amended by a written document signed by both parties hereto. Any request for collective bargaining concerning an agreement following the expiration of this Agreement shall be presented in writing to the other party not more than one hundred thirty (130) days, or less than one hundred twenty (120) days before the last day on which money can be appropriated by the City in the year this Agreement expires as provided by W.S. 16-4-111.

If any portion of this Agreement is determined to be illegal, unenforceable, or null and void by any tribunal of competent jurisdiction, such determination shall not affect any other clause or provision hereof. Also, this shall not give any right to either party to negotiate or renegotiate any part or all of this Agreement unless mutually agreed to in writing.

#### Section 7 - Custom and Usage.

Existing working conditions not specifically mentioned herein, and established prior to July 1, 1978, by custom and usage, shall not be altered during the life of the Agreement, except by mutual consent. Future working conditions can be unilaterally altered or withdrawn by Management, except in cases where said working conditions have been mutually negotiated as a part of a collective bargaining agreement, or mutually consented to as reflected in a Memorandum of Understanding. Management reserves the right to make administrative changes in operation consistent with efficiency and modern fire fighting techniques.

#### Section 8 - Embodiment of Agreement.

This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior written agreements, unless expressly stated in this Agreement or Memorandum of Understanding.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not prevented by law or ordinance from the area of collective bargaining, and that the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in this Agreement. Therefore, the City and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or

covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 9 - City of Casper – Fire-EMS Department Drug and Alcohol Testing Policy.

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## SECTION I: PURPOSE

In compliance with the Drug-free Workplace Act of 1988 and in recognition of the Fire-EMS Department's (the "Department") compelling interest in providing a work environment that is safe, healthy, and productive for employees and the public, the following policy has been accepted:

- A. Employees are advised that manufacturing, distributing, dispensing, possessing, or using illegal controlled substances, including alcohol, on the job is prohibited; and there are job related penalties for violations.
- B. The Department follows the City's Drug Free Workplace Policy and shall abide by its terms and conditions as part of this specific policy.
- C. An employee, after being arrested for a violation of a criminal drug or alcohol law or ordinance, shall notify the Fire Chief, or his/her designee, of such arrest no later than five (5) calendar days after such arrest. Any such employee shall further notify the Fire Chief, or his/her designee, of any conviction, acquittal, deferral or other disposition of any such criminal charge or charges no later than five (5) calendar days after any such conviction, acquittal, deferral, or other disposition thereof.

## SECTION II: CONSEQUENCE OF VIOLATION

Termination of employment will be recommended for any employee who tests positive for alcohol or a controlled substance pursuant to this policy. Any supervisor, who violates responsibilities identified in this policy, shall be subject to disciplinary action in accordance with the City of Casper Personnel Rules and Regulations Manual.

## SECTION II: SELF DISCLOSURE

If an employee self-discloses a drug or alcohol problem to the Fire Chief and/or the Human Resources Director before being suspected of being under the influence of drugs or alcohol, or before being selected for a random test for drugs/alcohol pursuant to this policy, no disciplinary action will be taken against the employee for the act of self-disclosure. Such an employee will be advised that he or she may use accrued benefits according to the City FMLA leave policy to seek help from a Substance Abuse Professional.

## SECTION III: APPLICABILITY

This policy applies to all employees covered under this collective bargaining agreement assigned to the Department.



#### SECTION IV: DEFINITIONS

**CONTROLLED SUBSTANCE** – means a controlled substance in Schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. § 812) and as further defined in Regulation 21 CFR 1308.11—1308.15.

**ILLEGAL DRUGS** – means any drug or controlled substance, the possession or use of which is unlawful, pursuant to any federal, state, or local laws or regulations.

**UNDER THE INFLUENCE** – The use or misuse of any drug or controlled substance, or alcohol that results in a positive drug/alcohol test as defined in the Section V.(C.) below.

#### SECTION V: PROCEDURES

The following procedures apply to all employees while on duty.

##### A. Prohibited Activity – Drugs

1. No employee shall illegally possess any controlled substance.
2. No employee shall ingest or inhale any illegal, controlled, or dangerous substance, unless as prescribed by a licensed medical practitioner.
  - a. Employees shall notify their immediate supervisor of the employee's use of prescription medicine that may impair job performance. It is the employee's responsibility to consult with his or her doctor regarding the nature of his or her duties and the interaction with the prescribed drug. The employee shall advise the supervisor of the known side effects of the medication and the prescribed period of use. The prescribed medicine shall be taken according to the physician's instructions. The employee is not required to disclose either the condition that the medication is prescribed for or the name of the medication.
  - b. Employees shall notify their supervisor immediately if they unintentionally, while on duty, ingest, inhale, etc. a controlled substance.
  - c. Supervisors shall document this information through the use of an internal memorandum and maintain this memorandum in a secure location as described in Section VIII of this policy, and not in the employee's personnel file.
3. No employee shall ingest or inhale any prescribed medication in amounts beyond the recommended dosage, unless authorized by the physician.

**B. Prohibited Activity – Alcohol**

1. All employees are prohibited from possessing alcohol while on duty with the exception of medications containing alcohol. This section does not apply to employees handling alcohol-containing products in the performance of their duties.
2. No employee shall report for duty or remain on duty while having greater than 0.02% blood-alcohol concentration.

**C. Positive Tests**

1. A positive alcohol test is a test where the result is above 0.02% blood alcohol content.
2. Concentrations of an illegal drug at or above the standards set forth in 49 CFR Part 40 in the field of illegal drug testing shall be considered as a positive test, both for initial screening and confirmation. Confirmation shall be by test on a urine specimen that tested positive, on the initial screen, using a technologically different method from the initial screening method, such as gas chromatography/mass spectrometry. "Generally accepted standards" means the standards set forth in 49 CFR Part 40 and used by a certified testing laboratory used for any drug/alcohol test described in this policy.

The employee's supervisor will request an Instant Test to be performed by Urgent Care of Casper, or if unavailable, another testing facility in the discretion of supervisor, when he/she believes there are specific, articulable, and objective facts from which it is reasonable to infer that further investigation of an employee's behavior is warranted. The employee's supervisor will refer to Section IV, Testing, Subsection B. Reasonable Suspicion Testing of the Fire-EMS Department's drug and alcohol policy."

Supervisors shall reasonably detail, in writing, the specific facts, symptoms, and/or observations, as well as any corroboration, which formed the basis for their determination for requesting an Instant Test to be performed. All written reports shall be forwarded to Human Resources.

**SECTION VI: TESTING**

A breath, and/or a urinalysis, or saliva, test under this policy shall be used in any of the following situations:

- Pre-employment testing
- Reasonable suspicion and Post Accident testing
- Random testing

A. Pre-employment Testing

After a conditional offer of employment and before an employee is hired, each candidate shall be tested for alcohol and controlled substances. The conditional offer shall be withdrawn if either test indicates a positive result.

B. Reasonable Suspicion and Post Accident Testing:

1. Matters and circumstances that may be considered in determining reasonable suspicion include:
  - a. Information concerning a prohibited activity;
  - b. The reliability of the information;
  - c. The degree of corroboration;
  - d. Other contributing factors;
  - e. Abnormal or erratic behavior by the employee;
  - f. Information concerning recent drug or alcohol use by the employee, provided by reliable and credible sources;
  - g. Direct observation of drug or alcohol use prior to the time of an accident/incident and/or situation;
  - h. Presence of observable symptoms consistent with drug and alcohol use; including but not limited to, glassy or bloodshot eyes, alcohol odor, slurred speech, poor coordination and/or poor reflexes;
  - i. Involvement in an on-duty accident or incident. Employees who are involved in an on-duty accident or incident shall be subjected to drug and alcohol testing performed by Urgent Care of Casper, or if unavailable, another testing facility in the discretion of the Risk Manager. Post accident testing provides for a safety discount on the Workers' Compensation premium;
  - j. A positive test result falls under the Drug and Alcohol Policy for City employees who are required to have a CDL.
2. Supervisors shall reasonably detail, in writing, the specific facts, symptoms, and/or observations, as well as any corroboration, which formed the basis for their determination that reasonable suspicion existed. This documentation is to be forwarded to the Fire Chief or his/her designee, and to Human Resources.

3. The facts and documentation underlying the determination of reasonable suspicion shall be disclosed to the employee at the time the demand for testing is made.
4. An employee, pending a drug/alcohol test, shall be temporarily removed from his or her job duties pending an investigation, and shall be placed on administrative leave with pay until the results of the drug/alcohol tests are received. The employee shall not be allowed to drive to or from the testing site, and the employee will be escorted to the testing facility and home by the supervisor, Fire Chief, and/or a Human Resources employee. If the employee tests positive for alcohol or drugs, the employee will continue on administrative leave, and a recommendation for termination of employment shall be made.
5. If an alcohol test is not administered within eight (8) hours or if a required controlled substance test is not administered within thirty-two (32) hours of the determination of its necessity, attempts to administer such test shall be abandoned and the reasons why the test was not administered shall be documented. Copies of this documentation shall be supplied to the Human Resources Department.

C. Random Testing

Random drug and alcohol testing shall be conducted for the Fire-EMS as follows:

1. At a minimum, employees, excluding management and secretarial staff, equal in number to ten percent (10%) of the average number of Fire-EMS positions, will be selected at random for alcohol testing each year.
2. At a minimum, employees, excluding management and secretarial staff, equal in number to twenty five percent (25%) of the average number of Fire-EMS positions, will be selected at random for controlled substance testing each year.
3. If, after any year of testing, the City Manager determines that the annual positive test rate so warrants, the percentage of random testing may be decreased or increased.
4. The method for selecting employees for testing shall be determined by the City but the method shall be scientifically valid and shall result in each Fire-EMS employee having an equal chance of being tested each time a selection is made.
5. Tests shall be unannounced and spread throughout the calendar year.
6. The Human Resources Director or his/her designee shall notify the supervisor that an employee is to be tested. The supervisor will notify the employee in person as soon as the employee arrives for work or is available during a work shift.

7. Upon notification of selection, Fire-EMS employees are to proceed immediately to the test site. Fire-EMS employees shall be accompanied to the test site by a supervisor.

#### SECTION VII: TESTING METHODOLOGY

- A. Employees shall sign a consent form at testing facility allowing the breath, and/or urine, or saliva test to take place and permitting release of test results to the City, and for the City's use in any and all employment disciplinary or termination actions or proceedings. Employees, who refuse to sign the consent form, to be tested, or to otherwise cooperate in the testing process, shall be deemed to have tested positive and a recommendation for termination of employment shall be made.
- B. Testing for drugs and alcohol and test sample verification shall be performed by certified personnel selected by the City. The test specimen for alcohol shall consist of a breath sample. The test specimen for drugs shall be urine or saliva.
- C. Confirmation for a positive alcohol test shall be done by a second breath test. The employee may request, at their expense, a blood test as confirmation.
- D. Confirmation for a positive drug test shall be by testing the saliva or urine specimen that tested positive, on the initial screen, by using a technologically different method from the initial screening method, such as gas chromatography/mass spectrometry. All positive drug test results shall be reviewed and interpreted by a Medical Review Officer (MRO) before they are reported to the employer. "Medical Review Officer" means the individual responsible for receiving laboratory results, who is a licensed physician. If the testing laboratory reports a positive result to the MRO, the MRO shall contact the employee, in person or by telephone, and shall conduct an interview to determine if there is an alternative medical explanation for the drugs found in the employee's urine specimen. If the MRO determines that there is a legitimate medical use of the prohibited drug, the drug test result shall be reported as negative to the employer. The MRO is designated by the City's chosen provider.
- E. Each test specimen for drug testing shall be subdivided into two bottles labeled as a "primary" and a "split" specimen. Only the primary specimen is opened and used for the urinalysis. The split specimen bottle remains sealed and is stored at the laboratory. If the analysis of the primary specimen confirms the presence of a controlled substance, the employee, at her/his expense, has seventy-two (72) hours to request the split specimen be sent to another certified laboratory for analysis. The employee will be reimbursed if the confirmation shows a negative result. The MRO initiates this procedure.
- F. The City shall pay the cost of all tests, which it requires. If an employee is required to submit to an examination or test, or await test results, the employee shall be paid his or her normal rate of pay during the testing and waiting period.
- G. In the event that an employee to be tested for drugs appears unable to provide a urine specimen at the time of the test, he or she shall be permitted no more than three (3) hours to

give a specimen, during which time the individual shall remain in the testing area, under observation. The individual shall be given no more than forty (40) ounces of water to drink over the course of the three hours. Whenever there is a reason to believe that a specimen may have been altered or a substitution made, a second specimen shall be immediately provided by the employee. The testing facility will provide documentation to the Human Resources Director explaining the reasons for a second specimen. Failure to submit a specimen shall be considered a refusal to submit to a drug and/or alcohol test unless a physician provides a documented medical reason. A refusal to submit to the drug/alcohol test shall be deemed to be a positive test and a recommendation for termination shall be made.

- H. The Human Resources Director or his/her designee shall be advised of the results of the drug and/or alcohol test by the MRO.


#### SECTION VIII: HANDLING TEST RESULTS, RECORD RETENTION, AND CONFIDENTIALITY

- A. The Human Resources Director or her/his designee shall maintain records of alcohol, controlled substance, and drug misuse in a secure location with access restricted to the employee, the City Manager, the Human Resources Director, Human Resources Supervisor, Risk Manager, the employee's supervisor, and City legal counsel.
- B. The following records shall be retained for five years:
  - 1. Records of alcohol test results showing blood alcohol content.
  - 2. Records of verified positive controlled substance/drug test results.
  - 3. Documentation of refusals to take required alcohol or controlled substance/drug tests.
  - 4. Consent to Test and Release Information forms.
  - 5. Calibration testing records (kept at the testing/laboratory facility).
- C. An employee's test results shall be available for inspection by the employee.
- D. Records relating to an employee's drug/alcohol testing or misuse of drugs/alcohol may be used and disclosed in any and all termination or disciplinary actions or proceedings by the City. Such records shall not be released to other third parties without the employee's consent absent a court order, or unless otherwise contained in an order or discharge or reduction in rank issued by the Civil Service Commission of the City of Casper pursuant to Section 15-5-112 of the Wyoming Statutes.
- E. An employee's supervisor shall be informed of a confirmed positive test result by the Human Resources Director or his/her designee.
- F. The confidentiality of an employee's drug/alcohol testing and the records related thereto shall be waived for purposes of hearings and further proceedings if the employee appeals his/her termination, or brings or commences an action against the City in any court or administrative agency which is based on, or in any way related to the employee's drug/alcohol

test. The City shall have the right to disclose and use the employee's drug/alcohol records and documentation only in the defense of, and in the course of any such appeal, court, or administrative action.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this agreement as of the 5<sup>th</sup> day of May, 2020.

Approved as to form:

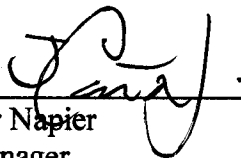
  
\_\_\_\_\_  
John Henley  
City Attorney

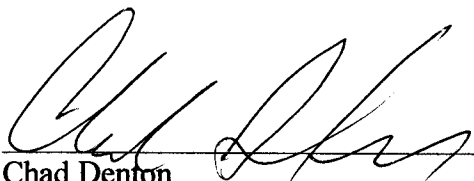
ATTEST:

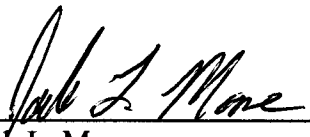
CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

\_\_\_\_\_  
Steven K. Freel  
Mayor

  
\_\_\_\_\_  
J. Carter Napier  
City Manager

  
\_\_\_\_\_  
Chad Denton  
Vice President  
FIRE FIGHTERS LOCAL UNION 904  
INTERNATIONAL ASSOCIATION  
FIRE FIGHTERS, AFL-CIO

  
\_\_\_\_\_  
Jack L. Moore  
President  
FIRE FIGHTERS LOCAL UNION 904  
INTERNATIONAL ASSOCIATION OF  
OF FIRE FIGHTERS, AFL-CIO



## APPENDIX A

### TUITION REIMBURSEMENT POLICY

The City supports an employee's academic efforts, and believes in the value of education. The City will partially reimburse the employee for tuition and books for certain courses that it believes are job-related and enhances an employee's career or professional development at the City of Casper.

If an employee is a full-time employee and has worked for the City at least one (1) year, he or she may be eligible to participate in the City's tuition reimbursement program.

It should be understood that this policy covers reimbursement for college level courses. Since this type of education is voluntary on the part of the employee, the times at which the course meets are not considered hours worked (i.e., are on the employee's own time) and must not conflict with the employee's working hours unless pre-approved, in writing, by the employee's Department Head. Professional certification programs, seminars and workshops are not covered by this policy.

The amount an employee receives will depend on the City's approval, upon the grade received, and will not exceed a total annual reimbursement of \$3,000 per employee per fiscal year.

To receive tuition reimbursement, an employee must apply and be approved before the course begins. This is how the program works:

1. Complete a Tuition Reimbursement Request Form found on the Intranet under "Human Resources."
2. The employee's Supervisor and Department Head approves the form and returns the signed form to Human Resources.
3. The employee pays the initial tuition and book costs.
4. Within thirty (30) days of receiving their grades, the employee should attach the tuition bill, receipts for books and the final grades to a copy of the initial Tuition Reimbursement Request Form and send them to Human Resources. No tuition reimbursement will be paid, unless documents are received by Human Resources thirty (30) days from the date the employee receives their grades.
5. Within thirty (30) days of Human Resources receiving the required information, the employee will receive a reimbursement. Reimbursement of ninety percent (90%) is offered if the employee receives a grade of "A." Reimbursement of eighty percent (80%) is offered if the employee receives a grade of "B." Reimbursement of seventy percent (70%) is offered if the employee receives a grade of "C" or "Pass." No reimbursement is provided for a grade "D", "F" or "Fail."

If an employee resigns or is terminated before receiving a grade, the employee will not be reimbursed for tuition or book expenses. If an employee resigns or is terminated within a year of receiving a reimbursement, the employee shall repay the City the full amount reimbursed. Any monies owed may be withheld from the employee's final paycheck.

RESOLUTION NO.20-95

A RESOLUTION AUTHORIZING A CONTRACT WITH THE CASPER FIRE FIGHTERS LOCAL I.A.F.F. UNION 904 FOR THE CONTRACT PERIOD JULY 1, 2020 - JUNE 30, 2022.

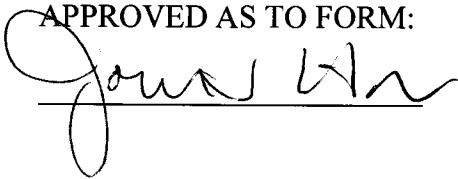
WHEREAS, the City of Casper and the Casper Fire Fighters' I.A.F.F. Local Union 904 have met and concluded negotiations for the contract period July 1, 2020 – June 30, 2022; and,

WHEREAS, certain changes have been negotiated between the City of Casper and the Casper Fire Fighters' I.A.F.F. Local Union 904 (the Parties).

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: The negotiated agreement between the Parties is hereby approved and that the Mayor, and the City Manager, are hereby authorized and directed to execute, and the City Clerk to attest, the contract with the Casper Fire Fighters' I.A.F.F. Local Union 904 for the contract period July 1, 2020 – June 30, 2022.

PASSED, APPROVED, AND ADOPTED this 5<sup>th</sup> day of May, 2020.

APPROVED AS TO FORM:




ATTEST:

\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Steven K. Freel  
Mayor

April 29, 2020

MEMO TO: J. Carter Napier, City Manager   
FROM: Tim Cortez, Director of Parks and Recreation  
SUBJECT: Contract Extension for College National Finals Rodeo

Meeting Type & Date

Regular Council Meeting, May 5, 2020

Action type

Resolution

Recommendation

That Council pass, by resolution, a contract extension authorizing the City of Casper to host the College National Finals Rodeo for an additional 5 years.

Summary

Currently, the CNFR is hosted at the Casper Events Center under a ten (10) year agreement. That agreement is set to expire on June 30<sup>th</sup> of 2022. However, the negotiation of a contract extension must occur prior to October 31<sup>st</sup> of 2021.

In the effort of being proactive with regard to such an important event to Casper, City staff would like to finalize the contract extension with the National Intercollegiate Rodeo Association (NIRA) and Natrona County.

Spectra, the management company for the Casper Events Center, has endorsed this effort and will contribute.

A final contract is attached which is modeled after the current contract. The major changes are the proposed extension will be for five (5) years instead of the current term of ten years (10). In addition, the annual escalator on sponsorship fees will increase from \$500 to \$2,000. The minor changes are with respect to insurance and credit card fees.

Financial Considerations

None at this time.

Oversight/Project Responsibility

Tim Cortez, Director of Parks and Recreation

Attachments

Resolution and Final Contract Extension

## CNFR HOSTING AND SPONSORSHIP AGREEMENT

THIS AGREEMENT is made by and between the National Intercollegiate Rodeo Association, Inc., a Washington non-profit corporation ("NIRA"), and the County of Natrona, Wyoming, and the City of Casper, Wyoming, jointly and severally (referred to herein as "HOSTS") on this 5<sup>th</sup> day of May, 2020.

### RECITALS

WHEREAS, NIRA is the sanctioning governing body of collegiate rodeo and the producer of the College National Finals Rodeo ("CNFR"); and

WHEREAS, HOSTS desire to act as the hosting city and county facility for the CNFR, and to obtain certain promotional benefits through such association.

NOW, THEREFORE, for and in consideration of the mutual promises set forth hereinafter, NIRA and HOSTS (jointly and severally) agree as follows:

### AGREEMENT

1. Obligations of Hosts. In consideration of the rights and benefits provided to HOSTS as set forth in Paragraph 2 below, HOSTS shall:

A. Provide to NIRA the use of facilities, personnel, equipment, dirt, and other accommodations as set forth in Exhibit A for the staging and production of the College National Finals Rodeo during each of the years covered by this Agreement. The dates of the Rodeo are set forth in the attached Exhibit G.

B. Pay to NIRA the fees set forth in Exhibit B for the rights granted herein to HOSTS.

HOSTS shall perform their obligations through a "Casper CNFR Rodeo Committee," which shall be composed initially as set forth in Exhibit F. That Committee shall appoint a chief liaison to communicate and interact with NIRA, or several persons to perform specific interactive functions.

2. Hosts Rights and Benefits. Throughout the term of this Agreement, NIRA shall provide to HOSTS the rights and benefits set forth in Exhibit C.

3. Use and Protection of Trademarks/Service Marks and Other Intellectual Property. NIRA and HOSTS each acknowledge that the other owns certain names, trademarks, services

marks, copyright and other intellectual property associated with their respective businesses and enterprises, which marks are specifically identified on Exhibit D (hereinafter collectively referred to as "Marks"), and each owns certain merchandising rights in and to the Marks, and all goodwill associated with or symbolized by the Marks. In marketing and promoting the CNFR and activities associated therewith, NIRA and HOSTS may make various references to each other and may display the Marks of each other which are identified on Exhibit D, as well as photographs or graphic images of the CNFR and related activities, and each party hereby grants to the other non-exclusive, non-transferable license to use the Marks identified on Exhibit D during the term of this Agreement, subject to the following terms and conditions:

A. The Marks may only be used for or in connection with advertising and promoting the CNFR and activities incidental thereto.

B. Prior to the use of the Marks of the other party, NIRA and HOSTS shall agree in writing as to (1) the form and content of any promotional or advertising materials which bear the other party's Marks, and (2) the media in which such materials are to be used. Approval shall not be unreasonably withheld.

C. Any party may impose reasonable conditions upon the use of that party's Marks, including, but not limited to, conditions for protection of its Marks.

D. Upon termination or expiration of this Agreement, the license granted herein shall automatically terminate and the parties shall cease all use of the Marks of the other party as soon as practicable, but, in any event, within 30 days, unless the particular media which has been approved requires a longer lead time, in which case the use shall cease within 90 days.

E. Neither party hereto will challenge or assist in a challenge to the validity of the other party's Marks, any registrations there of or the ownership thereof. Each party will be solely responsible for taking such actions it deems appropriate to obtain trademark, service mark, or other protection of its respective Marks.

F. Neither party may sell or otherwise distribute for sale any promotional materials or other merchandising or novelty items bearing the Marks of the other party without a separate written licensing agreement from the other party. The parties shall negotiate in good faith to reach such an agreement.

4. Relationship of Parties. The relationship of the parties shall be governed by this Agreement, and nothing contained herein shall create a joint venture, agency, partnership or employment relationship between the parties. Neither party shall have the right, obligation, or

authority to incur any financial or contractual obligations on behalf of the other, to direct or control the employees, agents, subcontractors, or volunteers of the other, or to control the manner or method utilized by the other party in the performance of its functions.

5. Indemnifications and Damage.

A. NIRA hereby agrees to indemnify and hold HOSTS and its respective officers, directors, agents, and employees harmless from and against any and all claims or expenses of whatsoever nature (including reasonable attorney fees) arising out of the actions of NIRA or its agents and employees in the production and promotion of the CNFR, or arising out of any breach by NIRA of any of its obligations hereunder.

B. Prior to moving into the Casper Event Center or the Natrona County Fairgrounds, the NIRA Commissioner shall conduct an inspection of the respective facilities with the Events Center Manager and the Fairgrounds Manager to identify any damage or safety concerns. HOSTS shall attempt to repair or mitigate said damage and safety concerns prior to commencement of the CNFR. After completion of each year's CNFR, the NIRA Commissioner shall conduct a follow up inspection with the respective facility managers to identify any damage which may have occurred. NIRA shall reimburse HOSTS for such damage.

6. Insurance. NIRA shall maintain in full force and effect, at its own expense, liability insurance covering its activities in the production and promotion of the CNFR. The insurance shall be in an amount and with a company which are approved by HOSTS, and shall name HOSTS as additional insureds. Evidence of such insurance coverage shall be provided to both Natrona County and the City of Casper.

7. Release by Participants. Prior to allowing participation in the CNFR or related activities, NIRA shall obtain release, in the form attached hereto as Exhibit E, duly executed by or on behalf of contestants, officials, and other participants who require approval of the NIRA to participate in the CNFR or related activities.

8. Term of Agreement/First Right to Negotiate. The term of this Agreement shall be from 12:01 a.m. on July 1, 2022, through Midnight on June 30, 2027, unless extended by written agreement of the parties or unless terminated sooner in accordance with the provisions set forth below. If HOSTS have faithfully performed their obligations under this Agreement, they shall have the right to negotiate for an agreement to continue hosting the CNFR after June 30, 2027. Upon notice of the desire to continue hosting the CNFR, NIRA will not enter into negotiations with any other party for hosting the CNFR, and the parties agree to negotiate in good faith between August 1, 2026 and October 31, 2026 to reach an agreement whereby HOSTS may continue hosting the CNFR. If, at the end of that 90-day period, the parties have not reached an

agreement satisfactory to both, NIRA shall be entitled to negotiate with any other party, regardless of whether the ultimate terms of agreement reached are the same or similar to those discussed with HOSTS, and HOSTS shall have the right to schedule the use of its facilities without regard to the CNFR.

9. Termination. Any party may terminate this Agreement as follows:

A. If any party commits a material breach of this Agreement and fails to cure said breach within 30 days after written notice of the alleged breach is sent or delivered by the aggrieved party.

B. If any party shall be unable to pay its liabilities when due, or shall make any assignment for the benefit of creditors, or shall file a petition under any federal bankruptcy statute, or file a voluntary petition in bankruptcy, or be adjudicated bankrupt or insolvent, or if any receiver is appointed for its business or property, or if the trustees in bankruptcy or insolvency shall be appointed under the laws of the United States government.

C. NIRA may terminate this Agreement, in its sole discretion, within six months following any CNFR in which NIRA's costs attributable to the CNFR are \$25,000 or more greater than NIRA's revenues attributable to the CNFR.

D. NIRA may terminate this Agreement at the conclusion of any year's rodeo season if local cash sponsorships do not exceed \$100,000 by May 1st preceding that year's rodeo season. A local sponsor is any sponsor with headquarters or its primary offices in the State of Wyoming and its sales are primarily made in the State of Wyoming. Twenty-five percent (25%) of any national cash sponsorship will be credited to the local cash sponsorship requirement if the national sponsor is qualified by the Wyoming Secretary of State to do business in Wyoming, has business offices and/or significant operations or facilities (such as manufacturing or distribution) in Wyoming.

10. Global Spectrum, LP

A. The parties understand and acknowledge that Global Spectrum, LP d/b/a Spectra Venue Management is under contract to manage the Casper Events Center on behalf of the City of Casper. The parties shall comply with the policies, rules and procedures of Global Spectrum, LP for the Casper Events Center, or those of any successor-in-interest of Spectra.

B. Spectra has provided a concurrence letter, dated March 26, 2020, which is attached hereto as Exhibit H.



11. Miscellaneous General Provisions.

A. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties, as well as their respective successors in interest.

B. Assignment. Neither party shall assign or transfer its rights, nor delegate its obligations under this Agreement to any third party without the prior written approval of the other party, which may be withheld for any or no reason, with the exception that such assignment may be made to a wholly owned subsidiary or an affiliated entity or venture in which it is at least a 51% owner.

C. Counterparts. This Agreement may be executed in counterparts that together shall constitute one and the same instrument which shall be effective when each of the parties has executed a counterpart.

D. Notice. Any notice, request, approval or consent under this Agreement to be given by either party to the other shall be given in writing, and shall be considered served when delivered in person, or three days after the date mailed by certified or registered mail, return receipt requested, addressed to the recipient at the address set forth below, or to such other address as the recipient may subsequently have furnished in writing to the sender.

NIRA:

Mr. Roger B Walters, Commissioner  
National Intercollegiate Rodeo Association  
2033 Walla Walla Avenue  
Walla Walla, WA 99362  
O (509) 529-4402 or C (936) 661-6028

WITH A COPY TO:

Mr. J. Kent Rutledge  
300 Saddle Drive  
Cheyenne, WY 82009  
P.O. Box 2327  
Cheyenne, WY 80003

HOSTS:

Natrona County Board of County Commissioners  
200 North Center Street, Suite 115  
Casper, WY 82601

City of Casper, Wyoming  
Attention: City Manager  
200 North David Street  
Casper, WY 82601

WITH A COPY TO:

Natrona County Attorney  
200 North Center Street, Suite 300  
Casper, WY 82601

AND

City of Casper Attorney  
200 North David Street  
Casper, WY 82601

E. Force Majeure. Neither party shall be deemed in default hereunder and neither shall be liable to the other if either is unable to perform its obligations hereunder by reason of any fire, earthquake, flood, epidemic, pandemic, accident, explosion, strike, riot, civil disturbance, act of public enemy, embargo, act of God, any municipal, county, state, or national ordinance or law, any executive or judicial order, or similar event beyond the parties' control; provided, however, that no party shall be entitled to relief under this Section unless such party shall have given the other party reasonable notice of such event, and shall have exhausted all reasonable means of complying or implementing alternative means of compliance with its contractual obligations hereunder.

F. Governing Law and Venue. This Agreement shall be governed by and interpreted under the laws of the State of Wyoming, and venue shall be a court of competent jurisdiction located in Natrona County, Wyoming.

G. Authority. NIRA and HOSTS represent and warrant, each for itself, that each, respectively, has full power and authority to enter into and perform this Agreement.

H. Survival. The provisions of this Agreement, and the obligations of the parties hereunder which, by their own terms, contemplate actions to be performed after termination hereof, including but not limited to the terms of this Agreement regarding payment of fees, indemnification, dispute resolution, and trademarks/service marks, shall survive the termination of this Agreement.

I. Governmental Immunity. Nothing in this Agreement is intended to waive the HOSTS' or its subdivisions' governmental immunity as provided in W.S. 1-39-101 et seq. To the extent that any provision in this Agreement could be interpreted to waive immunity, such provision shall be null and void, and this paragraph shall control. The HOSTS and their subdivisions specifically reserve the right to assert any and all rights, immunities and defenses they may have pursuant to the Wyoming Governmental Claims Act.

J. Certification of Authority. The undersigned hereby state and certify that they have full authority to bind and obligate their respective parties to each and every term of this Agreement.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.

*City Signatures*

APPROVED AS TO FORM  
(CITY ATTORNEY)



---

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

---

Fleur D. Tremel  
City Clerk

---

Steven K. Freel  
Mayor

**County Signatures**

APPROVED AS TO FORM  
(COUNTY ATTORNEY)

\_\_\_\_\_

ATTEST

Board of County Commissioners  
Natrona County

\_\_\_\_\_  
Tracey Good  
Natrona County Clerk

\_\_\_\_\_  
Rob Hendry  
Commissioner Chairman

**NIRA Signatures**

APPROVED AS TO FORM  
(ATTORNEY FOR NIRA)

\_\_\_\_\_

WITNESS

National Intercollegiate Rodeo Association, Inc.

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

\_\_\_\_\_  
Roger B. Walters  
Commissioner

EXHIBIT A

Obligations of HOSTS

The HOSTS of the CNFR shall provide to NIRA the following benefits each CNFR year of the Agreement:

A. City of Casper will provide without cost to NIRA:

1. Facility. Rent free use of the Events Center Arena, all Events Center dressing rooms, the Events Center concourse, the back lot, and lot #11 for the days scheduled by the parties as reflected on Exhibit G, and the Summit Room, the Mormon Trail Room, Bridger Trail Room, and the Oregon Trail Room for the fourteen days of NIRA business during the CNFR. City will, in good faith, accommodate the reasonable needs of NIRA necessary to conduct a first class event.

2. Staff. Events staff to run the venue and handle the crowd, including:

Stage hands and AV Technicians  
Ushers and Ticket Takers  
Crowd Security  
Crowd First Aid  
Maintenance Staff

3. Box Office Services. The Events Center box office will provide all ticket services for a \$1.00 per ticket issued handling fee. Ticket back advertisement will be sold as any other sponsorship. A 3% gross value fee for tickets sold through credit card purchase at the box office will be charged back to NIRA. These fees may be raised by mutual agreement in writing between the City and NIRA without amending this agreement.

4. Trade Show Services. HOSTS will solicit trade show exhibitors and sell Events Center space. Price for exhibit space will be determined each year by NIRA and HOSTS. Proceeds will go to NIRA with NIRA paying the Events Center \$20.00 per tradeshow booth space. The Events Center may charge exhibitors for extra equipment per the current Events Center reimbursable rates. Events Center will provide personnel and equipment to assist exhibitors in set up and break down.

5. The Events Center will withhold Wyoming State Sales Tax from the gross ticket sales and submit same on behalf of NIRA to the State of Wyoming. The Events Center will waive the Municipal Parking Fee for this event.

6. Provide year-round storage space for CNFR dirt. NIRA acknowledges and accepts that this dirt storage space is not covered. Sand will be added to the dirt each year as needed until the consistency of the arena floor is acceptable to NIRA.

7. City agrees it will not schedule any equestrian or rodeo events in the Events Center for 45 days before and 40 days after the CNFR without the approval of NIRA.

B. Natrona County will provide, without cost to NIRA:

1. All reasonably necessary facilities located on the Fairgrounds property, except campgrounds and contestant rodeo stalls. In the event of bad weather, the "Arena" will be available for riding. Maintenance of the surfaces of the facilities will be performed as needed by County staff. NIRA shall have the right to approve any other events scheduled on these premises during the 14 days of the CNFR, which approval will not be unreasonably withheld.

2. All panels, chutes, and other arena configuration equipment to be used throughout the interior of the Events Center for production of the CNFR event.

3. All labor necessary to erect and strike the chutes, panels, stalls, exercise arenas, and other elements of the configuration as may be reasonably needed to effectuate the paragraphs above (1 and 2).

4. The Road and Bridge Division of the County shall provide the machines, manpower and dirt for the production of the event at the Events Center, at appropriately scheduled intervals as per NIRA direction.

5. Appropriate man-hours and equipment for the transport and set up, floor preparation, rodeo oversight and arena tear down for both the Fairgrounds and the Events Center. (Indoor arena dirt at a minimum depth of 12" and the outdoor dirt/sand in the pens at a minimum depth of 5" shall be provided by County.)

6. Equipment to adequately feed and water stock at the Fairgrounds and the Events Center.

7. NIRA Commissioner and Fairgrounds Manager will conduct a "walk through" prior to arrival of rodeo stock and contestants' animals to determine overall condition of pens, chutes, etc. Both parties will sign off on a form to be developed by Fairgrounds Manager. After all rodeo stock and contestant animals have left the premises, NIRA Commissioner and Fairgrounds Manager will conduct a final "walk through" to determine if there is any damage to Fairground property.

8. Natrona County Board of Commissioners to make all arrangements for ambulance service and personnel for all CNFR events at the Events Center.

C. The HOSTS shall appoint a CNFR Casper executive Committee which shall be composed of a City Council Representative, the Casper Events Center Manager, a Board of County Commissioners' appointee, the Central Wyoming Fair and Rodeo representative, and a fifth member-at-large, which shall be appointed jointly by the City and County. (The Committee composition for the CNFR is set forth on Exhibit F). The function of the CNFR Committee shall be as follows:

1. Actively seek out local, state, and regional sponsors and other economic benefits in conjunction with NIRA.
2. Seek local, state, and regional in-kind donations with the help and direction of NIRA.
3. Promote, conduct, and arrange advertising and promotion of the CNFR as may be appropriate to effectively draw media attention and spectators to the event in accordance with direction on NIRA.

D. NIRA will provide operating expenses for the HOSTS. HOSTS Committee will submit an operating budget for NIRA approval prior to October 1st each year. NIRA will not be responsible for any other or incidental expenses incurred by the City or the County without NIRA's express written consent.

E. NIRA will provide or reimburse the HOSTS for providing the following equipment, in the event the equipment use is not donated:

- Forklift capable of working in dirt
- Internet connection for the media
- Office equipment for the NIRA office at the Events Center
- Chain motors to hang the scoreboard and television broadcast equipment
- Supplemental lighting for television and sponsor signage
- Long distance phone service to the NIRA office at the Events Center

HOSTS will make their best efforts to obtain sponsors for the above services.

F. HOSTS will oblige reasonable requests for accommodations for NIRA officials and guests including complimentary Fairgrounds horse stalls and camp spaces and a minimum of 42 hotel/motel rooms, VIP room passes and other necessary in-kind services and equipment. NIRA will specify such needs on or before May 1 each year.

G. Stall fees at the Fairgrounds will be \$50.00 per horse.

H. Camp spaces at the Fairgrounds will rent for \$25.00 per night with a maximum of 10 nights.

[The rest of this page is intentionally left blank.]



EXHIBIT B  
Sponsorship Fees

The HOSTS (City of Casper and Natrona County) each shall pay to NIRA the following sponsorship fees for each CNFR year of the Agreement. Such payments will be made on May 1 of each year as follows:

2023	\$22,000.00
2024	\$24,000.00
2025	\$26,000.00
2026	\$28,000.00
2027	\$30,000.00

[The rest of this page is intentionally left blank.]

EXHIBIT C  
Host Sponsorship Benefits at CNFR

The City of Casper and the Natrona County Commissioners shall each receive the following benefits in connection with each CNFR.

1. Area Signage. One large arena sign with appropriate message and logos. (Signage to be created by HOSTS in accordance with NIRA specification).
2. Program Ad. One-half page, black-and-white ad in the official program of the CNFR.
3. Collegiate Arena. Inclusion with sponsors in the tribute section of the NIRA newspaper "Collegiate Arena," CNFR special edition. Logos on disc and hard copy must be sent to the NIRA office by April 15 each year.
4. Live Mentions. A one-sentence mention during each performance of the CNFR by arena announcers (text may be provided by HOSTS).
5. Seating. Between them, HOSTS shall share 20 (10 City and 10 County) VIP box seats per performance of the CNFR.
6. VIP Privileges. Twenty (10 City and 10 County) passes to the VIP room before and after the performances, and passes to other events to which HOSTS and VIPs are invited.
7. Print Media Acknowledgements. Hosts' logos and/or names in appropriate print media advertising.
8. Tribute Performance. Special "Thank You" night mid-performance tribute to the City and County officials in stagecoach or similar mid-arena presentation.
9. Scholarship. In the event CNFR yearly revenues exceed CNFR yearly expenses, 10% of the net revenues will be contributed to the National Intercollegiate Rodeo Foundation to establish a permanent NIRF scholarship in the name of Natrona County and the City of Casper, Wyoming. The parties agree to work together to develop the details of this scholarship.
10. Concession. NIRA acknowledges and accepts that the City and its subcontractor's at the Events Center retain all rights to food and beverage sales including alcohol.

EXHIBIT D

National Intercollegiate Rodeo Association  
National Intercollegiate Rodeo Foundation  
College National Finals Rodeo  
College Rodeo Championship Series



EXHIBIT E  
COLLEGE NATIONAL FINALS RODEO

RELEASE OF CLAIMS FOR DAMAGE DUE TO INJURY OR DEATH AND  
ACKNOWLEDGEMENT OF NIRA'S OWNERSHIP OF TELEVISION/MEDIA RIGHTS

I, the undersigned participant, hereby acknowledge that rodeo and livestock are inherently dangerous and represent a substantial risk of personal injury, property damage and/or death to all participants, including contestants, stock contractors, clowns/bullfighters, rodeo officials, laborers, volunteers, and others in the areas to which access by the general public is restricted, such as the rodeo arena, areas used for entering and leaving the arena, chutes, pens, warm-up areas, and other areas reserved and intended for use or access by participants or otherwise restricted for access by the general public. **I hereby specifically acknowledge that my participation in any capacity in the College National Finals Rodeo subjects me to significant risk of serious property damage, personal injury and/or death.**

Recognizing the above-mentioned risks, and in consideration for being permitted to participate in the College National Finals Rodeo events, on behalf of myself, my heirs, personal representatives, assigns, and other successors, **I hereby assume all such risks of property damage, personal injury, and death, and I hereby waive, release, and forever discharge the NIRA, the Casper CNFR Rodeo Committee, the City of Casper, the City Council of the City of Casper, Natrona County, the Natrona County Board of County Commissioners, the Casper Events Center, Global Spectrum, LP, all CNFR sponsors, together with each of their directors, officers, employees, agents and other representatives, from and against any and all claims or demands which I may at any time have, whether such claims are now known or unknown, foreseen or unforeseen, which arise or result from, or are in any way connected with my participation in the College National Finals Rodeo or related events, whether caused by the negligence of any of the parties released or by any other cause.**

I hereby acknowledge and affirm that all right, title, and interest in and to intellectual property rights arising from the performance of all NIRA events, including the College National Finals Rodeo, is the exclusive property of NIRA, and NIRA has the full right to use my image and likeness as depicted in any form or medium reflecting my participation in the College National Finals Rodeo for any purpose in connection with the commercial exploitation of the media right herein acknowledged.

In the event of any litigation by any party released herein to enforce this Release, or by the NIRA to enforce the intellectual property rights of the NIRA, I agree to pay all costs incurred in connection with such litigation, including reasonable attorneys' fees.

I represent and warrant that I have read and understand this Release of Claims and Acknowledgement of NIRA's Rights, that it is a legal contract that deals with important legal rights, and that I have freely and voluntarily executed this document.

NAME OF PARTICIPANT:

\_\_\_\_\_  
(Please Print Legibly)

SIGNATURE OF PARTICIPANT:

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

Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Code: \_\_\_\_\_

BIRTHDATE OF PARTICIPANT: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Month Day Year

**Note: If participant is under the age of 18 years, the parent(s) or legal guardian(s) must sign below.**

FOR PARENT/LEGAL GUARDIAN:

THE UNDERSIGNED PARENTS/LEGAL GUARDIAN OF THE PARTICIPANT ACCEPT THE TERMS OF THIS RELEASE OF CLAIMS AND ACKNOWLEDGEMENT OF NIRA'S RIGHTS FOR OURSELVES AND FOR THE NAMED PARTICIPANT, AND AGREE TO BE FULLY BOUND BY THE ABOVE TERMS AND PROVISIONS.

INDICATE WHETHER \_\_\_\_ PARENT OR \_\_\_\_ LEGAL GUARDIAN

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Print Name

EXHIBIT F  
Casper CNFR Executive Committee

1. Fair Board Representative
2. Casper Events Center Manager
3. County Commissioner's Representative
4. City Council Representative
5. At-Large Joint City-County Appointee

[The rest of this page is intentionally left blank.]

EXHIBIT G

<b>Year</b>	<b>CNFR Dates</b>	<b>NIRA Move-In</b>	<b>NIRA Move-out</b>
2023	6/11-6/17	6/6	6/19
2024	6/9-6/15	6/4	6/17
2025	6/15-6/21	6/10	6/23
2026	6/14-6/20	6/9	6/22
2027	6/13-6/19	6/8	6/21

[The rest of this page is intentionally left blank.]

EXHIBIT H  
Concurrence Letter from Global Spectrum, LP dated March 26, 2020  
(Attached)

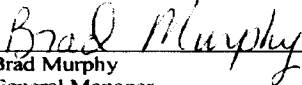


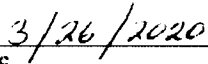
**BRAD MURPHY**  
General Manager  
Casper Events Center  
1 Events Drive, P.O. Box 128 Casper, WY 82602  
O: 307.235.8448  
Brad.Murphy@spectrap.com

March 26, 2020

Global Spectrum, LP d/b/a Spectra Venue Management is aware the City of Casper may approve a five-year contract extension through June, 2027 with the National Intercollegiate Rodeo Association (NIRA) to host the College National Finals Rodeo at the Casper Events Center. Global Spectrum concurs with the provisions and terms set forth therein.

On behalf of Global Spectrum, LP d/b/a  
Spectra Venue Management

  
\_\_\_\_\_  
Brad Murphy  
General Manager

  
\_\_\_\_\_  
Date



RESOLUTION NO. 20-96

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF CASPER, NATRONA COUNTY, AND THE NATIONAL INTERCOLLEGIATE RODEO ASSOCIATION FOR HOSTING THE COLLEGE NATIONAL FINALS RODEO AT THE CASPER EVENTS CENTER

WHEREAS, the National Intercollegiate Rode Association, Inc. (NIRA) is the sanctioning governing body of collegiate rodeo and the producer of the College National Finals Rodeo ("CNFR"); and

WHEREAS, the City of Casper and Natrona County, Wyoming, desire to act as the hosts for the purpose of promoting and hosting the CNFR for the years 2023 through June 30, 2027; and

WHEREAS, the parties have entered into a hosting and sponsorship agreement delineating the respective rights, duties, and obligations of each party for hosting and holding the CNFR event within Natrona County, Wyoming.

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, the agreement entitled "CNFR Hosting and Sponsorship Agreement" between the City of Casper, Natrona County, and the National Intercollegiate Rodeo Association for hosting the College National Finals Rodeo in Natrona County, Wyoming, for the years 2023, through 2027.

PASSED, APPROVED, AND ADOPTED this 5<sup>th</sup> day of May, 2020.

APPROVED AS TO FORM:

William Trust

CITY OF CASPER, WYOMING  
A Municipal Corporation

ATTEST:

\_\_\_\_\_  
Fleur Tremel  
City Clerk

\_\_\_\_\_  
Steven K. Freel  
Mayor

April 17, 2020

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

FROM: Andrew Beamer, P.E., Public Services Director *AB*  
Ethan Yonker, P.E., Associate Engineer

SUBJECT: Reject bids received for the Mike Sedar Pickleball Courts, Project 19-042.

Meeting Type & Date

Regular Council Meeting  
May 5, 2020

Action Type

Minute Action

Recommendation

That Council, by minute action, reject bids received for the Mike Sedar Pickleball Courts, Project 19-042.

Summary

On April 3, 2020, three bids were received for the Mike Sedar Pickleball Courts project. The project was for the removal of the existing tennis courts and installation of post tensioned concrete pickleball courts at Mike Sedar Park.

The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUISNESS LOCATION</u>	<u>BID AMOUNT</u>
<b>Evergreen Tennis Courts, Inc.</b>	<b>Loveland, Colorado</b>	<b>\$226,605.00</b>
Pope Construction, Inc	Mills, Wyoming	\$318,183.00
Hass Construction Co., Inc.	Casper, Wyoming	\$358,335.00

The Budget for this project is \$150,000. City staff will assess the project and determine a new scope of work to rebid the project.

Financial Considerations

Funding for this project was to come from 1%15 funds allocated for the Mike Sedar Tennis Courts.

Oversight/Project Responsibility

Ethan Yonker, P.E., Associate Engineer, Public Services

April 22, 2020

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

FROM: Thomas Solberg, Fire Chief  
Jason Speiser, Deputy Chief

SUBJECT: Authorize the sole source purchase of 64 sets of Globe firefighting turnout gear for \$159,000

**Meeting Type & Date:**  
Regular Council Meeting  
May 5, 2020

**Action type:**  
Minute Action

**Recommendation:**

That Council, by minute action, authorize the sole source purchase of 64 sets of Globe firefighting turnout gear for \$159,000 from L.N. Curtis & Sons. This purchase will provide all of our personnel with a second set of turnout gear to align with cancer prevention recommendations and limit our personnel's exposure to carcinogens from structure fires.

**Summary:**

Each set of Globe Turnout Gear was quoted at \$2,480. This purchase will allow us to acquire 64 sets of turnout gear, providing all of our personnel with a second set of personal protective gear. This will ensure they have a spare set to wear following structure fires while equipment is being cleaned or out for repair. Manufacturer's recommended replacement is every 10 years which is the industry standard for personal protective equipment.

In addition to this one-time purchase of 64 sets, we have been replacing seven (7) sets (\$19,000) of turnout gear annually to keep up with the 10-year replacement cycle. We have 73 total personnel that require turnout gear for firefighting operations. This includes all operations personnel, CRR officers and chief officers.

L.N. Curtis & Sons is the Globe distributor for our region and has a representative in Casper that is accessible to use on a quick timeline for measurements and issues. Casper Fire-EMS has been in Globe turnout gear for 13 years and through trial and testing we have picked materials that are the most cost effective to meet our needs and have reduced degradation issues.

ECMS, Inc. is a part of the L.N. Curtis & Sons umbrella of Curtis Care. ECMS specializes in the inspection, cleaning, and repair of personal protective equipment used for structural firefighting. ECMS, a NFPA 1851 Verified Independent Service Provider, is recognized by major turnout manufacturers including Lion Apparel, Globe Manufacturing, Morning Pride, Sperian and many others. Warranty repair can be done at EMCS without going back to the main factory which saves downtime. ECMS is located in Salt Lake.

Casper Fire-EMS has been utilizing a Globe replacement program to keep our gear up to date and we currently have over 100 pieces of turnout gear garments that are in use. Casper Fire-EMS's current Globe coats are out fitted with name identification tags that will not be interchangeable between brands resulting in cost savings.

The new Globe Guard System helps to reduce cancer risk and has been tested by the Boston Fire department. As of right now the Globe Guard System is the only system that has been tested with proven cancer prevention results.

**Financial Considerations:**

Funding for this purchase is associated with capital project number 1018020009 for FY20 totaling \$159,000 from 1% #16 funds (\$140,000 is one-time money and \$19,000 is recurring capital funding for annual replacement).

**Oversight/Project Responsibility:**

Jason Speiser, Deputy Chief

**Attachments:**

Please see following attachments related to this purchase.

- 1.) Quote from L.N. Curtis & Sons for 64 sets of Turnout Gear.
- 2.) Letter from Globe stating L.N. Curtis & Sons is the exclusive authorized dealer for Globe.
- 3.) Globe Guard Exposure Reduction System literature.

Ph: 801-486-7285  
TF: 800-426-0509  
Fax: 801-487-1278  
[slcsales@lncurtis.com](mailto:slcsales@lncurtis.com)  
DUNS#: 00-922-4163



Intermountain Division  
1635 Gramercy Road  
Salt Lake City, UT 84104  
[www.LNCURTIS.com](http://www.LNCURTIS.com)  
Quotation No. 139173

## Quotation

**CUSTOMER:**

Casper Fire EMS  
Accounts Payable  
200 North David Street  
Casper WY 82601

**SHIP TO:**

Casper Fire EMS  
200 North David Street  
Casper WY 82601

QUOTATION NO.	ISSUED DATE	EXPIRATION DATE
139173	12/24/2019	03/31/2020

SALESPERSON	CUSTOMER SERVICE REP
Mark Cowen <a href="mailto:mcowen@lncurtis.com">mcowen@lncurtis.com</a> 406-320-1023	Cody Yates <a href="mailto:cyates@lncurtis.com">cyates@lncurtis.com</a> 801-486-7285

REQUISITION NO.	REQUESTING PARTY	CUSTOMER NO.	TERMS	OFFER CLASS
	Brandon Leonhardt	C29422	Net 30	FR

F.O.B.	SHIP VIA	REQ. DELIVERY DATE
DEST	Best Way	

**NOTES & DISCLAIMERS**

THANK YOU FOR THIS OPPORTUNITY TO QUOTE. WE ARE PLEASED TO OFFER REQUESTED ITEMS AS FOLLOWS. IF YOU HAVE ANY QUESTIONS, NEED ADDITIONAL INFORMATION, OR WOULD LIKE TO PLACE AN ORDER, PLEASE CONTACT YOUR SALESPERSON OR CUSTOMER SERVICE REP AS NOTED ABOVE.

TRANSPORTATION IS INCLUDED IN BELOW PRICING.

Ph: 801-486-7285  
 TF: 800-426-0509  
 Fax: 801-487-1278  
[slcsales@lncurtis.com](mailto:slcsales@lncurtis.com)  
 DUNS#: 00-922-4163



Intermountain Division  
 1635 Gramercy Road  
 Salt Lake City, UT 84104  
[www.LNCURTIS.com](http://www.LNCURTIS.com)  
 Quotation No. 139173

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	64	EA	G-XTREME 3.0 JACKET	AS FOLLOWS:  GLOBE G XTREME 3.0 JACKET ( 1 17 60 - J)  * OUTERSHELL = 17-05 PIONEER™ - KHAKI. * THERMAL LINER = 60 - DEFENDER™ M SL2 (BRASS). * MOISTURE BARRIER = J STEDAIR® GOLD. * TRIM PACKAGE = NYC - 3" COMFORT TRIM L/Y. * LETTERING - ROW G = FF LAST NAME / HANGING NAME PATCH / 3" L/Y LETTERS * CLOSURE = STD 8C - Zipper In / Hook & Loop Out. * SIDE POCKETS = - 2x8x8 Exp w/Fleece handwarmer (STD GX3). * RIGHT CHEST = Survivor Flashlight Holder. * RIGHT CHEST = Self Material Mic Strap. * LEFT CHEST = 13PL Radio Pkt 2x3.5x9. * LEFT CHEST = Self Material Mic Strap. * WRISTERS = - Standard 4" NOMEX® Wristers. * CUFF REINFORCEMENTS = DRAGONHIDE®. * MISCELLANEOUS =Globe Guard™ - NEOPRENE® TECASAFE® PLUS	\$1,355.00	\$86,720.00

Ph: 801-486-7285  
 TF: 800-426-0509  
 Fax: 801-487-1278  
[slcsales@lncurtis.com](mailto:slcsales@lncurtis.com)  
 DUNS#: 00-922-4163



Intermountain Division  
 1635 Gramercy Road  
 Salt Lake City, UT 84104  
[www.LNCURTIS.com](http://www.LNCURTIS.com)  
 Quotation No. 139173

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
2	64	EA	GLOBE MFG CUSTOM	AS BELOW;  GLOBE PANT SYSTEM ( F 17 60 - J )  * OUTERSHELL = 17-05 PIONEER™ - KHAKI. * THERMAL LINER = 60 DEFENDER™ M SL2 (BRASS). * MOISTURE BARRIER = J STEDAIR® GOLD. * TRIM PACKAGE = 3" Around the Cuff - COMFORT TRIM L/Y. * CLOSURE = Escape Belt w/wide belt loops. * SIDE POCKETS = 16P 2x10x10 Exp . * CUFF REINFORCEMENTS = DRAGONHIDE®. * KNEE REINFORCEMENTS = ARA-SHIELD® - Black Knees. * KNEE PADDING = KNEE PAD - SILIZONE® (between TL & MB) (recommended). * SUSPENDERS = Padded Ripcord H-Back with 1.5" TT IPO std. * MISCELLANEOUS = KEVLAR® Pocket Divider / 50/50 SPLIT LEFT POCKET. * MISCELLANEOUS =Globe Guard™ Pant Components - Neoprene®/TECASAFE® PLUS.	\$1,125.00	\$72,000.00

DELIVERY TIME IS APPROXIMATELY (90) NINETY to (120) ONE HUNDRED TWENTY DAYS FROM THE DATE THE ORDER IS PLACED.

TRANSPORTATION IS INCLUDED IN ABOVE PRICING.

DUNS NUMBER: 009224163  
 SIC CODE: 5099  
 FEDERAL TAX ID: 94-1214350

THIS PRICING REMAINS FIRM UNTIL 03/31/2020. CONTACT US FOR UPDATED PRICING AFTER THIS DATE.

<b>Subtotal</b>	\$158,720.00
<b>Tax Total</b>	\$0.00
<b>Transportation</b>	\$0.00
<b>Total</b>	\$158,720.00

February 27, 2020

To Whom It May Concern:

This letter is to confirm that LN Curtis & Sons, headquartered in Oakland, California, is our exclusive authorized distributor for **all Globe products** in the states of Alaska, Arizona, California, Hawaii, Idaho, Montana, Nevada, Oregon, Utah, Washington and Wyoming for Globe Manufacturing Company, LLC.

GLOBE MANUFACTURING COMPANY is a 132-year old business engaged in the manufacture of turnout clothing for the fire and rescue industry. We take great pride in the design and construction of our garments and strive to continue to make the best products available in today's marketplace. We do business as Globe Firefighter Suits and Globe Footwear, servicing a variety of needs. In addition, we offer care & cleaning services and training.

LN Curtis & Sons and Globe Manufacturing Company, LLC have been strong partners since 1929. By working together, we provide the high quality service that all of our customers expect and deserve.

We appreciate your interest in Globe Manufacturing Company products.

Sincerely,  
GLOBE MANUFACTURING COMPANY, LLC

*Mark Dolim*

Mark Dolim  
Customer Support Services Manager





INTRODUCING

# GLOBE GUARD™

## EXPOSURE REDUCTION SYSTEM

GLOBE. ATHLETIC GEAR FOR FIREFIGHTERS.™

**MSA**  
The Safety Company

**GLOBE®**

# PROTECTING FIREFIGHTERS, NOW AND IN THE FUTURE.

The Globe Guard™ System, in combination with the most innovative turnout gear from Globe, provides firefighters the gold standard in helping reduce exposure to toxic substances without impeding performance. Globe and MSA are committed to delivering premium performance solutions and supporting scientific research to help address long-term firefighter health and safety. Continually improving turnout gear specifications is one of the many steps necessary for departments to help reduce exposure to toxic substances for their members.

## GLOBE GUARD™ JACKET COMPONENT

Sewn into the thermal liner above the hemline and constructed of two layers – GORE® CROSSTECH® black moisture barrier and TECASAFE® PLUS for moisture management, high breathability, flame resistance, and active moisture wicking – to help reduce exposure at the jacket and pants interface. The Globe Guard™ Jacket Component is automatically engaged as part of the liner system when the jacket closures are secured.



## GLOBE GUARD™ PANT CUFF COMPONENT

Constructed of two layers – GORE® CROSSTECH® black moisture barrier and TECASAFE® PLUS – and sewn to the liner system at the bottom hem of each leg to help reduce exposure at the pant cuff and boot interface.



## GLOBE GUARD™ PANT FLY COMPONENT

Constructed of two layers – GORE® CROSSTECH® black moisture barrier and TECASAFE® PLUS for moisture management, high breathability, flame resistance, and active moisture wicking – and installed at the base of the fly to help reduce exposure.



## OTHER CONSIDERATIONS

On the jacket, a front closure with a zipper inside and hook and loop outside is recommended to help reduce exposure when properly secured.

On the pants, the addition of the inside gusset helps to reduce exposure when the hook and loop fly closure is properly closed.

At the jacket and glove interface, elasticized, adjustable sleeve wells constructed of GORE® CROSSTECH® black moisture barrier with wristers sewn to the liner is recommended to help keep toxic substances from entering the sleeves when the arms are raised.

Components of the Globe Guard™ System are also available with Neoprene.

**GORE® CROSSTECH®**  
PRODUCTS



Certified to NFPA 1971 (Structural Fire Fighting)

MADE IN THE USA

[MSAfire.com/Globe](https://MSAfire.com/Globe)

April 21, 2020

TO: J. Carter Napier, City Manager *JCN*  
FROM: Jolene Martinez, Assistant to the City Manager  
SUBJECT: Wyoming Association of Municipalities Legislative Agenda 2021

**Meeting Type & Date**

Council Meeting, May 5, 2020

**Action Type**

Minute Action

**Recommendation**

That Council, by minute action, authorize the submission of seven Wyoming Association of Municipalities resolutions as Casper's submission to their legislative priorities for 2021.

**Summary**

At Council's April 14, 2020 work session, five suggested resolutions for Wyoming Association of Municipalities were reviewed and approved to move forward. In addition, Council requested two additional resolutions on the topics of home rule and 911 funding. Attached are seven resolutions for Council to consider authorizing as Casper's submission to WAM for their priority consideration for the 2021 Wyoming legislative session. WAM members attending the June meeting vote on all member-submitted resolutions, and the WAM board approves priorities for the 2021 Wyoming legislative session.

In 2019, WAM changed its strategy for the 2020 Wyoming Legislative session. It considered suggestions from its member municipalities, including four Council-approved resolutions. Submitted resolutions were reviewed and divided into four position statements and seven legislative priorities. This lobbying strategy based on a streamlined, prioritized legislative agenda resulted in a more strategic legislative effort with successful outcomes in 2020 including passage of the optional municipal sales tax and surface water diversion legislation. WAM intends to implement a similar strategy for the 2021 Wyoming legislature. This process may result in more success for municipalities as a whole; however, it may exclude important City of Casper legislative issues and may not give legislative issues the same priority Council would give.

**Financial Considerations**

Financial considerations include the staff time and travel expenses that would be dedicated to lobbying for the WAM-selected agenda and landfill remediation program credit and gaming commission legislation, if not selected by WAM.

**Oversight/Project Responsibility**

J. Carter Napier, City Manager  
Jolene Martinez, Assistant to the City Manager  
Keith McPheeters, Chief of Police

Andrew Beamer, Public Services Director,  
Cindie Langston, Solid Waste Manager

**Attachments**

Suggested WAM resolutions: (1) unemployment payments for seasonal employees; (2) posting liquor licenses; (3) public records; (4) landfill remediation program credits; (5) gaming commission; (6) powers of governance for municipalities and counties; (7) 911 system funding

**RESOLUTION No. XXXXX**

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 City of Casper supports such legislation as may be necessary to change state statute to give seasonal employer status to municipalities.

Approved on this (date) \_\_\_\_\_

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

**RESOLUTION No.**

**A RESOLUTION ENDING THE REQUIREMENT OF POSTING NOTICE OF APPLICATIONS FOR ALL LIQUOR LICENSES RENEWALS, TRANSFERS OR NEW APPLICANTS ON PREMISES.**

WHEREAS, Wyoming State Statute 12-4-104 (a) requires municipalities to post notice of applications for all liquor license transfers, renewals and new requests on licensed premise; and

WHEREAS, the current law also requires advertisement in local newspaper for 2 consecutive weeks, and on local website when available; and

WHEREAS, W.S. 12-4-104 (a) requires the City Clerk to post the notices and does not allow for it to be sent to the Owner/proprietor for posting; and

WHEREAS, ending the requirement of posting notices will allow staff to work on other tasks;

NOW, THEREFORE, BE IT RESOLVED that the City of Casper supports such legislation to end the posting of notice of applications on premises.

Approved on this (date) \_\_\_\_\_

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

**RESOLUTION No. XXXXX**

A RESOLUTION TO PUBLISH BASE ANNUAL SALARIES AND OVERTIME PAID TO EVERY FULL-TIME EMPLOYEE AND ELECTED OFFICIAL 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, publishing 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 for every Wyoming governmental entity and sub-division including the state will give Wyoming citizens the financial transparency they request;

NOW, THEREFORE, BE IT RESOLVED that the City of Casper supports such legislation as may be necessary to reach true financial transparency in Wyoming.

Approved on this (date) \_\_\_\_\_

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk



**RESOLUTION No. XXXXX**

**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 City of Casper supports such legislation as may be necessary to pay unavailable landfill credits to the three landfill owners.

Approved on this (date) \_\_\_\_\_

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

**RESOLUTION No. XXXXX**

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 municipalities and Wyoming Association of Sheriffs and Chiefs of Police (WASCOP) was the lead lobbying group on the gaming issue in 2020; and

WHEREAS, the Wyoming Association of Municipalities can reach out to WASCOP and Wyoming County Commissioners Association to build a coalition to support lobbying efforts on gaming in 2021.

NOW, THEREFORE, BE IT RESOLVED that the City of Casper supports a broad coalition to lobby for gaming laws that are good for cities and towns.

Approved on this (date) \_\_\_\_\_

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

**RESOLUTION No. XXXXX**

**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 City of Casper requests Wyoming Association of Municipalities to work against such legislation and partner with legislators to strengthen home rule principles that empower cities and towns.

Approved on this (date) \_\_\_\_\_

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

**BUILDING STRONG COMMUNITIES**

**RESOLUTION No. XXXXX**

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 City of Casper supports such 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) \_\_\_\_\_

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk