

# COUNCIL MEETING AGENDA

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



## COUNCIL POLICY PUBLIC STATEMENTS

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

*\*Please silence cell phones during the City Council meeting.\**

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

## AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE

3. CONSIDERATION OF MINUTES OF THE SEPTEMBER 15, 2020 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON SEPTEMBER 23, 2020
4. CONSIDERATION OF MINUTES OF THE SEPTEMBER 15, 2020 EXECUTIVE SESSION –PERSONNEL AND LITIGATION
5. CONSIDERATION OF MINUTES OF THE SEPTEMBER 29, 2020 SPECIAL COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON OCTOBER 4, 2020
6. CONSIDERATION OF BILLS AND CLAIMS
7. COMMUNICATIONS
  - A. From Persons Present
8. PUBLIC HEARINGS
  - A. Ordinance
    1. Amending Ordinance No. 18-17, a **Franchise Granting an Electric Utility Easement** to PacifiCorp, an Oregon Corporation, doing Business as **Rocky Mountain Power**.
  - B. Resolution
    1. Adopting the **Fiscal Year 2021 Budget Amendment #2**.
9. SECOND READING ORDINANCES
  - A. Amending Section 2.60.050 to the **Code of Ethics** of the Casper Municipal Code.
    1. Communications from Persons Present
  - B. **Vacation of a 0.017-Acre Portion** of a **Public Right of Way** Located between Lot 17, Natrona Heights Re-Subdivision and Lot 4 of White’s Addition.
    1. Communications from Persons Present
10. RESOLUTIONS
  - A. Consent
    1. Authorizing a Funding Agreement with the **Central Wyoming Regional Water System Joint Powers Board**, in the Amount of \$39,768.75, for the **Risk and Resilience Assessment and Emergency Response Plan Update Project**.

10. RESOLUTIONS (continued)

A. Consent

2. Authorizing a Utility Service Permit with the **Wyoming Department of Transportation** for a Fire Line to **Black Hills Energy** located at 1435 E. Yellowstone Highway.
3. Authorizing a License Agreement with the **Wyoming Department of Environmental Quality** for Installation of **Groundwater Monitoring Wells on City-Owned Property**.
4. Authorizing a Procurement Agreement with **UV Doctor Lamps, LLC** for **Ultraviolet Lamps and Quartz Sleeves** for use at the Wastewater Treatment Plant, in the Amount of \$48,000.
5. Authorizing Change Order No. 1 with **Casper Electric, Inc.**, in the amount of \$67,590 and a time extension of 42 days, for the **Casper Events Center Fire Alarm Replacement Project**.
6. Authorizing an **Outside-City Sewer Service** with the **Babcock Family Trust** Located at 502 East Magnolia.
7. Authorizing an Agreement with **City Service Electrical Company, Inc.**, in the Amount of \$191,489, for the **Ballfield Lighting Replacements - Phase I Project**.
8. Authorizing an Agreement with JTL Group, Inc., dba **Knife River**, in the Amount of \$1,004,954.35 for the **Goodstein Parking Lot Improvements Project**.
9. Authorizing Amendment No. 1 to the Contract for Professional Services with **Golder Associates, Inc.**, in the Amount not to Exceed \$60,460, Monitoring and Reporting of New Methane and Groundwater Wells as Part of the **5-Year Casper Closed Balefill Monitoring and Reporting Project**.
10. Authorizing an Agreement with **HDR Engineering, Inc.**, for **Water Rights/Water Supply Studies, Tasks, and Activities**, in an Amount not to exceed \$75,000.
11. Authorizing a Contract between the **Casper Area Metropolitan Planning Organization** and **Western Research and Development, LTD** for the **Lathrop Road Traffic Study**, in an Amount of \$77,133.
12. Authorizing a Memorandum of Understanding Regarding the **Troopers Drum and Bugle Corps, Inc.**, Planting a **Raised Bed Garden on the Grounds of Fort Caspar** to Raise Funds for their Program.

10. RESOLUTIONS (continued)

A. Consent

13. Authorizing the Mayor to sign a Letter of Support for the **Casper Housing Authority's (CHA Cares) Application to the Community WINS Grant Program to Support Transitional Housing Programs on the LifeSteps Campus.**
14. Accepting a Grant from the **Wyoming Game and Fish Commission**, in the Amount of \$40,000, for In-River Restoration Construction Activities in the **First Street Reach River Restoration.**
15. Authorizing a **Water Service Agreement** between the City of Casper, **Vista West Water Company, and Frederick J. Schott Jr.**

11. MINUTE ACTION

A. Consent

1. Authorizing the Reappointments of Current Board Members **Tim Schenk, Nicholas Grooms and William Reese** to the **Downtown Development Authority Board of Directors.**
2. Authorizing the Appointment of **Dr. Matthew Wold** to the **Casper Natrona County Health Department Board.**

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

13. ADJOURN INTO EXECUTIVE SESSION – PERSONNEL

14. ADJOURNMENT

Upcoming Council meetings

**Council meetings**

6:00 p.m. Tuesday, October 20, 2020– Council Chambers

6:00 p.m. Tuesday, November 3, 2020 – Council Chambers

**Work sessions**

4:30 p.m. Tuesday, October 13, 2020 – Council Chambers

4:30 p.m. Tuesday, October 27, 2020– Council Chambers

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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 – Council Chambers  
September 15, 2020

1. ROLL CALL

Casper City Council met in regular session at 6:08 p.m., Tuesday, September 15, 2020. Present: Councilmembers Bates, Cathey, Hopkins, Huber, Pacheco, Powell and Mayor Freel. Absent: Councilmember Johnson and Vice Mayor Lutz.

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

2. PLEDGE OF ALLEGIANCE

Mayor Freel led the audience in the Pledge of Allegiance.

3. MINUTES

Moved by Councilmember Bates, seconded by Councilmember Cathey, to, by minute action, approve the minutes of the August 25, 2020, special Council meeting, as published in the Casper-Star Tribune on August 30, 2020. Motion passed.

4. EXECUTIVE SESSION MINUTES

Moved by Councilmember Bates, seconded by Councilmember Pacheco, to, by minute action, approve the minutes of the August 25, 2020, executive session. Councilmember Cathey asked that a change be made to the third paragraph from the end of the minutes. Council supported the change. However, the Clerk had already made the revision. Motion passed.

5. MINUTES

Moved by Councilmember Pacheco, seconded by Councilmember Bates, to, by minute action, approve the minutes of the September 1, 2020, regular Council meeting, as published in the Casper-Star Tribune on September 12, 2020. Motion passed.

6. BILLS & CLAIMS

Moved by Councilmember Hopkins, seconded by Councilmember Powell, to, by minute action, approve payment of the September 15, 2020, bills and claims, as audited by City Manager Napier. Motion passed.

Bills & Claims		
09/15/20		
307CollsnCtr	Services	4,418.27
477KM	Services	1,412.00
71Const	Services	224,364.32
AAALndscp	Services	346.18
AceHrdwr	Goods	114.24
Adecco	Services	582.00
AhernRntls	Services	140.05
Airgas	Goods	454.11

Alluretech	Services	42.00
AlSCO	Services	809.48
AmeriTech	Goods	4,335.10
AmTtl	Services	750.00
Amerigas	Goods	318.26
ArrwdHtng	Services	494.67
AtlnticElect	Services	11,555.00
AtlasOffice	Goods	203.92
AtlasRepro	Services	42.00
BnkofAmerica	Goods	88,662.23
Bloedorn	Goods	316.07
Brenntag	Goods	73,228.14
Brnsgotosvc	Services	61.46
CsprStarTrib	Ads	2,113.00
CsprTire	Goods	576.00
CntrlWYRegWtr	Services	1,328,175.94
CenturyLink	Utilities	60.74
CH2Mhill	Services	10,903.23
CtyofCspr	Services	33,103.25
CivilEng	Services	5,608.25
CMITeco	Goods	36,322.68
Comtrnx	Goods	150.00
ConsElect	Services	290.00
Convergeone	Services	761.05
CmptrProf	Goods	950.40
CPU	Utilities	149.06
DavidsonFxd	Services	3,610.15
Dell	Goods	2,280.48
DennisSply	Goods	341.75
DooleyEnt	Goods	2,384.00
DooleyOil	Goods	15,911.37
DPCInd	Goods	7,656.27
EmrgncyMed	Goods	899.40
EnergyLbs	Services	410.00
FarmerBros	Goods	639.38
FergusonEnt	Goods	1,783.00
FremontCspr	Goods	27,655.00
FremontShrdn	Goods	69,316.00
Galls	Goods	667.13
GlobalSpect	Services	42,853.88
GreenleafTech	Goods	967.27
GrizzlyExc	Services	995.25
HaassConst	Services	308,372.93
HDREng	Services	11,423.25
HighPlnsConst	Services	235,654.08

Homax	Goods	19,248.33
HPInc	Goods	26,056.73
InbergMiller	Services	139.50
ISCO	Services	398,121.11
InterfaithofNC	Funding	8,541.68
JGall	Reimb	217.49
JHMech	Services	1,375.00
KJohnston	Reimb	140.00
KnifeRiver	Goods	17,301.11
Kubwater	Goods	5,618.85
LwOffHYoung	Services	2,700.00
Lisas	Services	440.00
LongBldg	Goods	296.86
MasekDist	Goods	147.24
McMurry	Goods	391.25
MKolker	Reimb	73.25
MonsonIntrl	Services	5,987.05
Motorola	Goods	2,268.00
MtnStatesLitho	Services	1,746.65
Napa	Goods	94,315.24
NCSheriff	Services	7,500.00
NPrkTrans	Services	35.00
NrthrnLights	Goods	11,255.00
NWContractors	Services	2,599.72
OneCall	Services	1,479.00
OvrhdDr	Services	107.40
PlttRvrCrssng	Services	17,691.68
ProfClning	Services	1,395.00
Ricoh	Services	292.40
RckyMtnAir	Services	3,594.52
RckyMtnPwr	Utilities	516.45
RouterSwr	Services	1,865.74
ShrwnWllms	Goods	847.52
SIngledeu	Reimb	150.00
Smarsh	Services	10.50
StofWy-Notary	Services	30.00
StofWY-OffLnd	LoanPymt	676,979.07
StellarProg	Services	3,948.75
Thatcher	Goods	8,828.82
ThirtyTreeMIRd	Services	131.50
TopOffice	Goods	235.34
Trihydro	Services	612.75
TylerTech	Goods	131,528.29
Uniforms2gr	Goods	787.96
Verizon	Services	1,693.83



VctrStnly	Goods	2,758.00
WrdwellWtr	Services	141.68
WyMach	Goods	1,584.00
WyLwVltg	Goods	70.00
WySteel	Goods	2,045.02
Xerox	Services	243.18
Total		4,031,717.15

7. BRIGHT SPOT

Cindie Langston, Solid Waste Manager, commended employee Tim Hunt for his excellent community service and representation of the solid waste division. She explained that Mr. Hunt greets neighborhood children while collecting trash and recently a family brought his community service to the Council’s attention. Councilmember Pacheco read and presented Mr. Hunt with a certificate of commendation and thanked him for his service.

8. COMMUNICATIONS FROM PERSONS PRESENT

Mark Hyman, 5250 Blackmore, requested Council consider allowing him to run a public access television channel. Councilmembers spoke on the matter and agreed to discuss it at a future work session.

Also addressing Council was Michael Hamel, 2504 Bonnie Brae. Mr. Hamel thanked Council for their actions regarding feeding feral cats and urged them to support a trap, neuter, spay, release program.

9. ESTABLISH PUBLIC HEARINGS

Moved by Councilmember Cathey, seconded by Councilmember Hopkins, to, by minute action, establish September 29, 2020, as the public hearing date for the consideration of:

- a. vacation of a 0.017-acre portion of a public right of way located between Lot 17, Natrona Heights Re-Subdivision and Lot 4 of White’s Addition;
- b. encroachment agreements between the City of Casper, Wyoming and Natrona County, Wyoming, at or near the Wyoming Medical Center; and,

Establish October 6, 2020, as the public hearing date for the consideration of:

- a. amending Ordinance No. 18-17, a franchise granting an electric utility easement to PacifiCorp, an Oregon Corporation, doing Business as Rocky Mountain Power;
- b. adopting the fiscal year 2021 budget amendment #2.

Motion passed.

10.A PUBLIC HEARING - ORDINANCE

Mayor Freel opened the public hearing for the consideration of the code of ethics.

City Attorney Henley entered one (1) exhibit: correspondence from John Henley to the Casper City Council and J. Carter Napier, dated September 2, 2020.

Speaking in support was Cheryl Hackett, 4441 Moose. Ms. Hackett offered several suggestions to improve the ordinance. Council discussed amending the ordinance on first reading as well as discussing amendments at the next work session. Council supported adding discussion of this item to the next work session agenda.

There being no others to speak for or against the issues involving the code of ethics, the public hearing was closed. Following ordinance read:

ORDINANCE NO. 21-20  
AN ORDINANCE AMENDING SECTION 2.60.050 TO THE  
CODE OF ETHICS OF THE CASPER MUNICIPAL CODE.

Councilmember Huber presented the foregoing ordinance for approval, on first reading. Seconded by Councilmember Cathey. Councilmember Huber moved to amend the ordinance by deleting the second sentence of the paragraph addressing a conflict of interest. This would remove the requirement of the conflicted member to leave the meeting when the potential conflict may be discussed. Council began discussing the matter and City Attorney Henley addressed a question presented by Council. Councilmember Bates called point of order and requested that a second on the motion be heard before Council discussed the matter. Motion died for a lack of a second.

10.B PUBLIC HEARING—ANNEXATION

Mayor Freel opened the public hearing to consider if the annexation of the Ide Addition complies with W.S. 15-1-402.

City Attorney Henley entered four (4) exhibits: correspondence from Liz Becher to J. Carter Napier, dated September 11, 2020; an affidavit of publication, as published in the Casper-Star Tribune, dated July 21, 2020; an affidavit of publication, as published in the Casper-Star Tribune, dated August 28, 2020; and the Ide Addition annexation report. City Manager Napier provided a brief report.

There being no one to speak for or against the issues involving the Ide Addition, the public hearing was closed.

Following resolution read:

RESOLUTION NO. 20-177  
A RESOLUTION FINDING FACTS PURSUANT TO  
WYOMING STATUTE § 15-1-402 REGARDING THE  
ANNEXATION OF THE IDE ADDITION TO THE CITY  
OF CASPER.

Councilmember Hopkins presented the foregoing resolution for adoption. Seconded by Councilmember Bates. Motion passed.

Following ordinance read:

ORDINANCE NO. 18-20  
AN ORDINANCE APPROVING THE ANNEXATION,  
PLAT AND SUBDIVISION AGREEMENT FOR THE IDE  
ADDITION TO THE CITY OF CASPER; AND ZONING  
SAID ADDITION C-3 (CENTRAL BUSINESS).

WHEREAS, Ide-Mobil, LLC has applied to annex and plat 0.945-acres, more or less, located at 330 South Center Street, to create the Ide Addition Subdivision in a Portion of the W1/2NE1/4, Section 9, T.33N., R.79W., 6th P.M., Natrona County, Wyoming; and,

WHEREAS, the applicant has applied for C-3 (Central Business) zoning; and,  
WHEREAS, a petition requesting annexation has been signed by a majority of the landowners owning a majority of the area sought to be annexed, excluding public streets and alleys and tax exempt property, and said petition has been submitted to the City of Casper for approval pursuant to Section 15-1-403 of the Wyoming State Statutes, as amended; and,  
WHEREAS, an annexation report will be completed prior to final approval of the annexation, in accordance with Section 15-1-402 of the Wyoming State Statutes, as amended; and,  
WHEREAS, the City of Casper Planning and Zoning Commission recommended that the Council approve the annexation, the plat creating the Ide Addition, and the zoning of the same as C-3 (Central Business), following a public hearing on June 18, 2020.

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

SECTION 1:

The annexation of the Ide Addition, as described above, is hereby approved, and said area is included within the corporate limits of the City of Casper and all rights, privileges, and duties pertaining to such inclusion shall apply to said development and the inhabitants thereof.

SECTION 2:

The plat of the Ide Addition is hereby approved.

SECTION 3:

The Subdivision Agreement between the City of Casper and Ide-Mobil, LLC is hereby approved, and the Mayor is hereby authorized, and directed to execute, and the City Clerk to attest, said Agreement.

SECTION 4:

The Ide Addition is hereby zoned C-3 (Central Business).

SECTION 5:

All utility franchises shall be furnished a copy of this ordinance, and other information required by the franchises, as official notice of the expansion of the City limits.

SECTION 6:

This ordinance shall, pursuant to W. S. § 15-1-408, be in full force and effect on the 21st business day following third reading approval by the City Council, and following publication.

PASSED on 1<sup>st</sup> reading the 4<sup>th</sup> day of August, 2020.

PASSED on 2<sup>nd</sup> reading the 18<sup>th</sup> day of August, 2020.

PASSED, APPROVED, AND ADOPTED on 3<sup>rd</sup> and final reading the 15<sup>th</sup> day of September, 2020.

Councilmember Cathey presented the foregoing ordinance for adoption, on third reading. Seconded by Councilmember Huber. Motion passed.

11. CONSENT RESOLUTIONS

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 20-178

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A MONETARY DONATION OF TEN THOUSAND DOLLARS FROM AN ANONYMOUS DONOR TO THE CASPER POLICE DEPARTMENT FOR ESTABLISHING A SCHOLARSHIP PROGRAM FOR UNDERSERVED YOUTH.

RESOLUTION NO. 20-179

A RESOLUTION AUTHORIZING A CONTRACT BETWEEN THE CASPER AREA METROPOLITAN PLANNING ORGANIZATION AND ENVIROMENTAL & CIVIL SOLUTIONS, LLC., FOR THE CHAMBERLAIN ROAD PLANNING AND ENVIROMETNAL STUDY IN AN AMOUNT OF \$76,065.00.

RESOLUTION NO. 20-180

A RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF CASPER AND THE CASPER AREA TRANSPORTATION COALITION.

RESOLUTION NO. 20-181

A RESOLUTION AUTHORIZING A CONTRACT FOR OUTSIDE-CITY WATER SERVICE WITH B & TW HOLDINGS, LLC.

RESOLUTION NO. 20-182

A RESOLUTION AUTHORIZING A CONTRACT FOR OUTSIDE-CITY WATER SERVICE WITH STEVEN L. WILSON LIVING TRUST.

RESOLUTION NO. 20-183

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH RDO INTEGRATED CONTROLS FOR THE INSTALLATION OF GPS MACHINE CONTROL FOR AN EXISTING LANDFILL DOZER.

RESOLUTION NO. 20-184

A RESOLUTION AUTHORIZING A CONTRACT BETWEEN THE CASPER AREA METROPOLITAN PLANNING ORGANIZATION AND CLH ASSOCIATES, LLC., FOR THE BAR NUNN SALT CREEK HIGHWAY CORRIDOR TRAFFIC STUDY AND PLAN.

Councilmember Powell presented the foregoing seven (7) resolutions for adoption. Seconded by Councilmember Bates. Motion passed.

12. INTRODUCTION OF MEASURES AND PROPOSALS

Councilmembers spoke briefly about meetings they attended and upcoming events.

13. 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, September 22, 2020, in the Council Chambers; and, a special Council meeting to be held at 4:30 p.m., Tuesday, September 29, 2020, in the Council Chambers.

At 7:11 p.m., it was moved Councilmember Cathey, seconded by Councilmember Bates, to adjourn into executive session to discuss personnel and litigation. Motion passed.

At 7:49 p.m. it was moved by Councilmember Pacheco, seconded by Councilmember Cathey, to adjourn the executive session. Motion passed.

14. ADJOURNMENT

At 7:50 p.m., it was moved by Councilmember Cathey, seconded by Councilmember Bates, to adjourn the regular Council meeting. Motion passed.

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel  
City Clerk

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

COUNCIL PROCEEDINGS  
Casper City Hall – Council Chambers  
September 29, 2020

1. ROLL CALL

Casper City Council met in special session at 4:30 p.m., Tuesday, September 29, 2020. Present: Councilmembers Cathey, Hopkins, Huber, Johnson, Lutz, Pacheco, Powell and Mayor Freel. Absent: Councilmember Bates.

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

2. PLEDGE OF ALLEGIANCE

Mayor Freel led the audience in the Pledge of Allegiance.

3.A PUBLIC HEARING - ORDINANCE

Mayor Freel opened the public hearing for the consideration of the vacation of a 0.017-acre portion of a public right of way

Assistant City Attorney Trembath entered two (2) exhibits: correspondence from Liz Becher to J. Carter Napier, dated September 26, 2020 and an affidavit of publication, as published in the Casper-Star Tribune, dated September 10, 2020. Assistant City Attorney Trembath provided a brief report. Councilmember Bates joined the meeting.

Speaking in support was Tim Stubson, outside counsel for Natrona County.

There being no others to speak for or against the issues involving the vacation, the public hearing was closed.

Following ordinance read:

ORDINANCE NO. 22-20  
AN ORDINANCE APPROVING THE VACATION OF A 0.017-  
ACRE PORTION OF PUBLIC RIGHT OF WAY (ALLEY)  
LOCATED BETWEEN LOT 17, NATRONA HEIGHTS RE-  
SUBDIVISION AND LOT 4 OF WHITE'S ADDITION.

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

3.B PUBLIC HEARING - RESOLUTION

Mayor Freel opened the public hearing for the consideration of the resolution authorizing the termination of license agreement and entering into various encroachment agreements with Natrona County.

Assistant City Attorney Trembath entered two (2) exhibits: correspondence from Wallace Trembath, III, to the Casper City Council and J. Carter Napier, dated September 17, 2020 and an affidavit of publication, as published in the Casper-Star Tribune, dated September 15, 2020.

There being no one to speak for or against the issue, the public hearing was closed.

Following resolution read:

RESOLUTION NO. 20-185  
A RESOLUTION AUTHORIZING THE TERMINATION OF  
LICENSE AGREEMENTS AND ENTERING INTO VARIOUS  
ENCROACHMENT AGREEMENTS BETWEEN NATRONA  
COUNTY AND THE CITY OF CASPER TO ALLOW  
ENCROACHMENTS ON PUBLIC RIGHT-OF-WAYS.

Councilmember Bates presented the foregoing resolution for adoption. Seconded by Councilmember Cathey. Motion passed.

4. ADJOURNMENT

Mayor Freel noted the next meetings of the City Council will be a regular Council meeting to be held at 6:00 p.m., Tuesday, October 6, 2020, in the Council Chambers; and, a work session to be held at 4:30 p.m., Tuesday, October 13, 2020, in the Council Chambers

Moved by Councilmember Cathey, seconded by Vice Mayor Lutz, to, by minute action adjourn. Motion passed. The meeting was adjourned at 4:38 p.m.

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel  
City Clerk

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

# City of Casper - Bills and Claims for October 06, 2020

## 0970 CED

0970 CED	Buildings & Structures Fund	Repair parts for Aquatic Center Lap Pool Pump	\$30.66
<i>0970 CED - Total For Buildings &amp; Structures Fund</i>			\$30.66
<b>0970 CED - ALL DEPARTMENTS</b>			<b>\$30.66</b>

## 5.11, INC.

5.11, INC.	Fire-EMS Operations	Uniform Pants	\$236.22
<i>5.11, INC. - Total For Fire-EMS Operations</i>			\$236.22
<b>5.11, INC. - ALL DEPARTMENTS</b>			<b>\$236.22</b>

## 71 CONSTRUCTION, INC

71 CONSTRUCTION, INC	Balefill - Disposal & Landfill	CONSTRUCTION MATERIALS FOR LANDSCAPING	\$605.82
<i>71 CONSTRUCTION, INC - Total For Balefill - Disposal &amp; Landfill</i>			\$605.82
71 CONSTRUCTION, INC	Streets	Hot Mix	\$238.96
71 CONSTRUCTION, INC	Streets	Hot Mix Asphalt	\$882.76
<i>71 CONSTRUCTION, INC - Total For Streets</i>			\$1,121.72
71 CONSTRUCTION, INC	Water Distribution	Fill sand	\$1,022.96
71 CONSTRUCTION, INC	Water Distribution	Fill Sand	\$1,804.05
<i>71 CONSTRUCTION, INC - Total For Water Distribution</i>			\$2,827.01
<b>71 CONSTRUCTION, INC - ALL DEPARTMENTS</b>			<b>\$4,554.55</b>

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

A.M.B.I. & SHIPPING,	Balefill - Disposal & Landfill	Postage	\$1.80
<i>A.M.B.I. &amp; SHIPPING, - Total For Balefill - Disposal &amp; Landfill</i>			\$1.80
A.M.B.I. & SHIPPING,	City Attorney	Postage	\$56.95
<i>A.M.B.I. &amp; SHIPPING, - Total For City Attorney</i>			\$56.95
A.M.B.I. & SHIPPING,	Code Enforcement	Postage	\$644.41
<i>A.M.B.I. &amp; SHIPPING, - Total For Code Enforcement</i>			\$644.41
A.M.B.I. & SHIPPING,	Engineering	Postage	\$29.60
<i>A.M.B.I. &amp; SHIPPING, - Total For Engineering</i>			\$29.60
A.M.B.I. & SHIPPING,	Fire-EMS Administration	Postage	\$31.70



<i>A.M.B.I. &amp; SHIPPING, - Total For Fire-EMS Administration</i>			<i>\$31.70</i>
A.M.B.I. & SHIPPING,	Ft. Caspar Museum	Postage	\$1.20
<i>A.M.B.I. &amp; SHIPPING, - Total For Ft. Caspar Museum</i>			<i>\$1.20</i>
A.M.B.I. & SHIPPING,	Health Insurance Fund	Postage	\$19.80
<i>A.M.B.I. &amp; SHIPPING, - Total For Health Insurance Fund</i>			<i>\$19.80</i>
A.M.B.I. & SHIPPING,	Human Resources	Postage	\$190.61
<i>A.M.B.I. &amp; SHIPPING, - Total For Human Resources</i>			<i>\$190.61</i>
A.M.B.I. & SHIPPING,	Municipal Court	Postage	\$108.08
<i>A.M.B.I. &amp; SHIPPING, - Total For Municipal Court</i>			<i>\$108.08</i>
A.M.B.I. & SHIPPING,	Planning	Postage	\$68.65
<i>A.M.B.I. &amp; SHIPPING, - Total For Planning</i>			<i>\$68.65</i>
A.M.B.I. & SHIPPING,	Police Administration	Postal Services	\$353.49
<i>A.M.B.I. &amp; SHIPPING, - Total For Police Administration</i>			<i>\$353.49</i>
A.M.B.I. & SHIPPING,	Refuse - Residential	Postage	\$35.46
<i>A.M.B.I. &amp; SHIPPING, - Total For Refuse - Residential</i>			<i>\$35.46</i>
<b>A.M.B.I. &amp; SHIPPING, - ALL DEPARTMENTS</b>			<b>\$1,541.75</b>

## AAA LANDSCAPING

AAA LANDSCAPING	Balefill - Diversion & Special	Mowing services	\$630.00
<i>AAA LANDSCAPING - Total For Balefill - Diversion &amp; Special</i>			<i>\$630.00</i>
AAA LANDSCAPING	Code Enforcement	Mowing services	\$1,202.96
AAA LANDSCAPING	Code Enforcement	Refrigerator disposal	\$25.00
AAA LANDSCAPING	Code Enforcement	Mowing services	\$25.00
AAA LANDSCAPING	Code Enforcement	Mowing services	\$925.00
<i>AAA LANDSCAPING - Total For Code Enforcement</i>			<i>\$2,177.96</i>
<b>AAA LANDSCAPING - ALL DEPARTMENTS</b>			<b>\$2,807.96</b>

## AAKER SIGNS & DESIGN

AAKER SIGNS & DESIGN	Planning	Census signs	\$199.50
<i>AAKER SIGNS &amp; DESIGN - Total For Planning</i>			<i>\$199.50</i>
<b>AAKER SIGNS &amp; DESIGN - ALL DEPARTMENTS</b>			<b>\$199.50</b>

## ACADEMY ONLINE COURS

ACADEMY ONLINE COURS	Fire-EMS Training	Subscription to Academy of Online Courses	\$89.00
<i>ACADEMY ONLINE COURS - Total For Fire-EMS Training</i>			<i>\$89.00</i>
<b>ACADEMY ONLINE COURS - ALL DEPARTMENTS</b>			<b>\$89.00</b>

## ACCENT PACKAGING INC

ACCENT PACKAGING INC	Refuse - Recycling	Parts	\$1,139.15
ACCENT PACKAGING INC	Refuse - Recycling	Wire	\$1,408.28
<i>ACCENT PACKAGING INC - Total For Refuse - Recycling</i>			<i>\$2,547.43</i>
<b>ACCENT PACKAGING INC - ALL DEPARTMENTS</b>			<b>\$2,547.43</b>

## ADECCO USA, INC.

ADECCO USA, INC.	Balefill - Disposal & Landfill	Contract Labor	\$582.00
ADECCO USA, INC.	Balefill - Disposal & Landfill	Contract Labor	\$582.00
ADECCO USA, INC.	Balefill - Disposal & Landfill	Contract Labor	\$552.90
<i>ADECCO USA, INC. - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$1,716.90</i>
<b>ADECCO USA, INC. - ALL DEPARTMENTS</b>			<b>\$1,716.90</b>

## AHERN RENTALS INC

AHERN RENTALS INC	Property Insurance Fund	Shop supplies	\$412.50
<i>AHERN RENTALS INC - Total For Property Insurance Fund</i>			<i>\$412.50</i>
<b>AHERN RENTALS INC - ALL DEPARTMENTS</b>			<b>\$412.50</b>

## AIRGAS USA LLC

AIRGAS USA LLC	Balefill - Disposal & Landfill	Safety PPE	\$66.00
AIRGAS USA LLC	Balefill - Disposal & Landfill	Safety Equipment	\$83.64
<i>AIRGAS USA LLC - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$149.64</i>
AIRGAS USA LLC	Police Federal Grants	Covid Supplies	\$184.40
<i>AIRGAS USA LLC - Total For Police Federal Grants</i>			<i>\$184.40</i>
<b>AIRGAS USA LLC - ALL DEPARTMENTS</b>			<b>\$334.04</b>

## AIRPRO INC

AIRPRO INC	Buildings & Structures Fund	Plymovent Repair parts for Fire Station 1	\$225.40
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AIRPRO INC - Total For Buildings & Structures Fund \$225.40

**AIRPRO INC - ALL DEPARTMENTS \$225.40**

**ALBERTSONS #0060**

ALBERTSONS #0060 Fire-EMS Operations Drinks for Garden Creek Fire \$105.78

*ALBERTSONS #0060 - Total For Fire-EMS Operations \$105.78*

**ALBERTSONS #0060 - ALL DEPARTMENTS \$105.78**

**ALBERTSONS #0062**

ALBERTSONS #0062 Police Federal Grants emergency victim assistance \$35.95

*ALBERTSONS #0062 - Total For Police Federal Grants \$35.95*

**ALBERTSONS #0062 - ALL DEPARTMENTS \$35.95**

**ALERT ALL CORP**

ALERT ALL CORP Fire-EMS Prevent & Inspect Public Education Supplies \$1,979.00

*ALERT ALL CORP - Total For Fire-EMS Prevent & Inspect \$1,979.00*

**ALERT ALL CORP - ALL DEPARTMENTS \$1,979.00**

**ALPINE MOTOR SPORTS**

ALPINE MOTOR SPORTS Cemetery AUTO AND TRUCK DEALERS-(NEW&USED)-SALE \$224.61

*ALPINE MOTOR SPORTS - Total For Cemetery \$224.61*

**ALPINE MOTOR SPORTS - ALL DEPARTMENTS \$224.61**

**ALSCO**

ALSCO Balefill - Baler Processing Uniforms \$82.10

ALSCO Balefill - Baler Processing Uniforms \$87.10

ALSCO Balefill - Baler Processing Uniforms \$82.10

ALSCO Balefill - Baler Processing Uniforms \$87.10

ALSCO Balefill - Baler Processing Uniforms \$82.10

ALSCO Balefill - Baler Processing Uniforms \$82.10

ALSCO Balefill - Baler Processing Uniforms \$87.10

ALSCO Balefill - Baler Processing Uniforms \$82.10

ALSCO	Balefill - Baler Processing	Uniforms	\$87.10
ALSCO	Balefill - Baler Processing	Uniforms	\$83.10
<i>ALSCO - Total For Balefill - Baler Processing</i>			<i>\$842.00</i>
ALSCO	Balefill - Disposal & Landfill	Rug Rental	\$53.50
ALSCO	Balefill - Disposal & Landfill	Rug Rental	\$53.50
ALSCO	Balefill - Disposal & Landfill	Laundry Service	\$53.50
<i>ALSCO - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$160.50</i>
ALSCO	Police Federal Grants	Laundry Services	\$15.00
ALSCO	Police Federal Grants	Uniforms	\$15.00
ALSCO	Police Federal Grants	Laundry Services	\$15.00
<i>ALSCO - Total For Police Federal Grants</i>			<i>\$45.00</i>
ALSCO	Refuse - Residential	Uniforms	\$56.16
ALSCO	Refuse - Residential	Uniforms	\$56.16
ALSCO	Refuse - Residential	Uniforms	\$56.16
ALSCO	Refuse - Residential	Uniforms	\$56.16
ALSCO	Refuse - Residential	Uniforms	\$56.16
ALSCO	Refuse - Residential	Uniforms	\$56.16
ALSCO	Refuse - Residential	Uniforms	\$55.96
ALSCO	Refuse - Residential	Uniforms	\$56.16
ALSCO	Refuse - Residential	Uniforms	\$56.16
ALSCO	Refuse - Residential	Uniforms	\$56.16
<i>ALSCO - Total For Refuse - Residential</i>			<i>\$561.40</i>
<b>ALSCO - ALL DEPARTMENTS</b>			<b>\$1,608.90</b>

## ALSCO INC.

ALSCO INC.	Fleet Maintenance Fund	JULY 2020 LAUNDRY SVC	\$541.38
ALSCO INC.	Fleet Maintenance Fund	AUG 2020 LAUNDRY SVC	\$541.38
<i>ALSCO INC. - Total For Fleet Maintenance Fund</i>			<i>\$1,082.76</i>
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		\$213.76
<i>ALSCO INC. - Total For Sewer Wastewater Collection</i>			<i>\$213.76</i>
ALSCO INC.	WWTP Operations	LAUNDRY, CLEANING, AND GARMENT SERVICES	\$524.68
<i>ALSCO INC. - Total For WWTP Operations</i>			<i>\$524.68</i>

**ALSCO INC. - ALL DEPARTMENTS** \$1,944.30

**AM SIGNAL, INC.**

AM SIGNAL, INC. Risk Management Supplies \$3,320.00

*AM SIGNAL, INC. - Total For Risk Management* \$3,320.00

**AM SIGNAL, INC. - ALL DEPARTMENTS** \$3,320.00

**AMAZON.COM M48AA5CG1**

AMAZON.COM M48AA5CG Weed & Pest Fund Turfgrass math book \$195.57

*AMAZON.COM M48AA5CG1 - Total For Weed & Pest Fund* \$195.57

**AMAZON.COM M48AA5CG1 - ALL DEPARTMENTS** \$195.57

**AMAZON.COM MM9MQ17A0**

AMAZON.COM MM9MQ17 Weed & Pest Fund Silky hand saw \$68.97

*AMAZON.COM MM9MQ17A0 - Total For Weed & Pest Fund* \$68.97

**AMAZON.COM MM9MQ17A0 - ALL DEPARTMENTS** \$68.97

**AMERIGAS - CASPER**

AMERIGAS - CASPER Balefill - Disposal & Landfill PROPANE \$165.09

AMERIGAS - CASPER Balefill - Disposal & Landfill Propane \$462.61

*AMERIGAS - CASPER - Total For Balefill - Disposal & Landfill* \$627.70

**AMERIGAS - CASPER - ALL DEPARTMENTS** \$627.70

**AMERI-TECH EQUIPMENT**

AMERI-TECH EQUIPMENT Refuse - Commercial Repairs \$775.39

*AMERI-TECH EQUIPMENT - Total For Refuse - Commercial* \$775.39

**AMERI-TECH EQUIPMENT - ALL DEPARTMENTS** \$775.39

**AMZN Mktp US**

AMZN Mktp US Fire-EMS Operations Winch Strap \$23.07

AMZN Mktp US Fire-EMS Operations Trailer Hitch, Winch Recovery, Shackle \$226.99

AMZN Mktp US	Fire-EMS Operations	Aluminum Hitchlink	\$113.40
<i>AMZN Mktp US - Total For Fire-EMS Operations</i>			<i>\$363.46</i>
AMZN Mktp US	Police Administration	linen envelopes	\$50.50
<i>AMZN Mktp US - Total For Police Administration</i>			<i>\$50.50</i>
AMZN Mktp US	Public Safety Communication	thumb drives	\$48.99
<i>AMZN Mktp US - Total For Public Safety Communications</i>			<i>\$48.99</i>
AMZN Mktp US	Weed & Pest Fund	Stylus Pen	\$68.99
AMZN Mktp US	Weed & Pest Fund	computer cover	\$99.95
<i>AMZN Mktp US - Total For Weed &amp; Pest Fund</i>			<i>\$168.94</i>
<b>AMZN Mktp US - ALL DEPARTMENTS</b>			<b>\$631.89</b>

## ANCHOR ELECTRIC INC

ANCHOR ELECTRIC INC	Capital Projects Fund	Work at Golf Course	\$3,944.00
ANCHOR ELECTRIC INC	Capital Projects Fund	Golf Course	\$1,159.50
<i>ANCHOR ELECTRIC INC - Total For Capital Projects Fund</i>			<i>\$5,103.50</i>
<b>ANCHOR ELECTRIC INC - ALL DEPARTMENTS</b>			<b>\$5,103.50</b>

## ANIXTER INC

ANIXTER INC	Buildings & Structures Fund	Circ Breaker	\$49.78
<i>ANIXTER INC - Total For Buildings &amp; Structures Fund</i>			<i>\$49.78</i>
ANIXTER INC	Weed & Pest Fund	Supplies	\$49.78
<i>ANIXTER INC - Total For Weed &amp; Pest Fund</i>			<i>\$49.78</i>
<b>ANIXTER INC - ALL DEPARTMENTS</b>			<b>\$99.56</b>

## APPLE COMPUTER, INC.

APPLE COMPUTER, INC.	Fire-EMS Operations	DRR Rescue App	\$16.79
APPLE COMPUTER, INC.	Fire-EMS Operations	Wildland Toolkit App	\$5.24
<i>APPLE COMPUTER, INC. - Total For Fire-EMS Operations</i>			<i>\$22.03</i>
<b>APPLE COMPUTER, INC. - ALL DEPARTMENTS</b>			<b>\$22.03</b>

## ARROWHEAD HEATING

ARROWHEAD HEATING	WWTP Operations	HEATING, PLUMBING, AIR CONDITIONING CONT	\$236.00
<i>ARROWHEAD HEATING - Total For WWTP Operations</i>			<i>\$236.00</i>

**ARROWHEAD HEATING - ALL DEPARTMENTS** \$236.00

**ARS FLOOD & FIRE CLE**

ARS FLOOD & FIRE CLE Social Community Services Covid \$1,852.00

*ARS FLOOD & FIRE CLE - Total For Social Community Services* \$1,852.00

**ARS FLOOD & FIRE CLE - ALL DEPARTMENTS** \$1,852.00

**AT&T 051221271100**

AT&T 051221271100 Public Safety Communication phones at dispatch \$165.51

*AT&T 051221271100 - Total For Public Safety Communications* \$165.51

**AT&T 051221271100 - ALL DEPARTMENTS** \$165.51

**AT&T BILL PAYMENT**

AT&T BILL PAYMENT Sewer Wastewater Collection remote device data \$120.12

*AT&T BILL PAYMENT - Total For Sewer Wastewater Collection* \$120.12

AT&T BILL PAYMENT Water Distribution TELECOMMUNICATION SERV.INCLUD. LOCAL/L. \$160.16

*AT&T BILL PAYMENT - Total For Water Distribution* \$160.16

**AT&T BILL PAYMENT - ALL DEPARTMENTS** \$280.28

**ATLANTIC ELECTRIC, I**

ATLANTIC ELECTRIC, I Traffic Control Installation of diamond plate \$950.00

*ATLANTIC ELECTRIC, I - Total For Traffic Control* \$950.00

**ATLANTIC ELECTRIC, I - ALL DEPARTMENTS** \$950.00

**ATLAS OFFICE PRODUCT**

ATLAS OFFICE PRODUCT Balefill - Disposal & Landfill Office Supplies \$79.77

ATLAS OFFICE PRODUCT Balefill - Disposal & Landfill Office Supplies \$63.92

ATLAS OFFICE PRODUCT Balefill - Disposal & Landfill Office Supplies \$207.20

ATLAS OFFICE PRODUCT Balefill - Disposal & Landfill Toner \$194.54

ATLAS OFFICE PRODUCT Balefill - Disposal & Landfill Office Supplies \$52.40

*ATLAS OFFICE PRODUCT - Total For Balefill - Disposal & Landfill* \$597.83

ATLAS OFFICE PRODUCT Buildings & Structures Fund 3 business card holder packs, 1 pack dividers \$11.61

<i>ATLAS OFFICE PRODUCT - Total For Buildings &amp; Structures Fund</i>			<i>\$11.61</i>
ATLAS OFFICE PRODUCT	Fire-EMS Administration	Office Supplies	\$79.64
ATLAS OFFICE PRODUCT	Fire-EMS Administration	Shredder Bags	\$21.79
<i>ATLAS OFFICE PRODUCT - Total For Fire-EMS Administration</i>			<i>\$101.43</i>
ATLAS OFFICE PRODUCT	Fleet Maintenance Fund	HANG FILE FOLDERS	\$45.57
<i>ATLAS OFFICE PRODUCT - Total For Fleet Maintenance Fund</i>			<i>\$45.57</i>
ATLAS OFFICE PRODUCT	Ft. Caspar Museum	Copier paper	\$33.49
<i>ATLAS OFFICE PRODUCT - Total For Ft. Caspar Museum</i>			<i>\$33.49</i>
ATLAS OFFICE PRODUCT	Human Resources	1 box benefit folders, 1 box file fastener folders	\$36.70
ATLAS OFFICE PRODUCT	Human Resources	1- 2" Binder Notebook	\$4.27
<i>ATLAS OFFICE PRODUCT - Total For Human Resources</i>			<i>\$40.97</i>
ATLAS OFFICE PRODUCT	Planning	COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL	(\$27.03)
ATLAS OFFICE PRODUCT	Planning	COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL	\$27.03
ATLAS OFFICE PRODUCT	Planning	Office Supplies	\$27.03
<i>ATLAS OFFICE PRODUCT - Total For Planning</i>			<i>\$27.03</i>
ATLAS OFFICE PRODUCT	Police Administration	Office products - Cartridges	\$709.46
<i>ATLAS OFFICE PRODUCT - Total For Police Administration</i>			<i>\$709.46</i>
ATLAS OFFICE PRODUCT	Regional Water Operations	Office Supplies	\$126.53
ATLAS OFFICE PRODUCT	Regional Water Operations	Office Supplies	\$205.08
<i>ATLAS OFFICE PRODUCT - Total For Regional Water Operations</i>			<i>\$331.61</i>
<b>ATLAS OFFICE PRODUCT - ALL DEPARTMENTS</b>			<b>\$1,899.00</b>

## ATLAS REPRODUCTION

ATLAS REPRODUCTION	Police Administration	Services	\$52.89
ATLAS REPRODUCTION	Police Administration	Services	\$106.94
<i>ATLAS REPRODUCTION - Total For Police Administration</i>			<i>\$159.83</i>
<b>ATLAS REPRODUCTION - ALL DEPARTMENTS</b>			<b>\$159.83</b>

## B & B RUBBER STAMP S

B & B RUBBER STAMP S	Municipal Court	MISCELLANEOUS AND RETAIL STORES	\$30.95
<i>B &amp; B RUBBER STAMP S - Total For Municipal Court</i>			<i>\$30.95</i>
B & B RUBBER STAMP S	Police Administration	offense coding stamp	\$35.90
<i>B &amp; B RUBBER STAMP S - Total For Police Administration</i>			<i>\$35.90</i>
B & B RUBBER STAMP S	Water Administration	Notary Stamp	\$28.95



*B & B RUBBER STAMP S - Total For Water Administration* \$28.95

**B & B RUBBER STAMP S - ALL DEPARTMENTS** \$95.80

## **B & B SALES & SERVIC**

B & B SALES & SERVIC Code Enforcement Mowing services \$70.00

*B & B SALES & SERVIC - Total For Code Enforcement* \$70.00

**B & B SALES & SERVIC - ALL DEPARTMENTS** \$70.00

## **BACKFLOW APPARATUS &**

BACKFLOW APPARATUS & Water Distribution Supplies \$547.65

*BACKFLOW APPARATUS & - Total For Water Distribution* \$547.65

**BACKFLOW APPARATUS & - ALL DEPARTMENTS** \$547.65

## **BAILEY'S ACE HARDWAR**

BAILEY'S ACE HARDWAR Balefill - Baler Processing Supplies \$217.96

BAILEY'S ACE HARDWAR Balefill - Baler Processing Supplies \$58.90

*BAILEY'S ACE HARDWAR - Total For Balefill - Baler Processing* \$276.86

BAILEY'S ACE HARDWAR Balefill - Disposal & Landfill Tools \$152.27

*BAILEY'S ACE HARDWAR - Total For Balefill - Disposal & Landfill* \$152.27

BAILEY'S ACE HARDWAR Balefill - Diversion & Special Supplies \$39.00

*BAILEY'S ACE HARDWAR - Total For Balefill - Diversion & Special* \$39.00

**BAILEY'S ACE HARDWAR - ALL DEPARTMENTS** \$468.13

## **BAILEYS ACE HDWE**

BAILEYS ACE HDWE Aquatics - Operations Supplies to fix main support in Aquatic Center \$27.57

*BAILEYS ACE HDWE - Total For Aquatics - Operations* \$27.57

BAILEYS ACE HDWE Aquatics - Pool Outlets for Mike Sedar \$8.98

*BAILEYS ACE HDWE - Total For Aquatics - Pool* \$8.98

BAILEYS ACE HDWE Buildings & Structures Fund Supplies to replace two doors at Ice Slicer Buildi \$4.00

*BAILEYS ACE HDWE - Total For Buildings & Structures Fund* \$4.00

BAILEYS ACE HDWE Ice Arena - Operations BROOM \$12.99

BAILEYS ACE HDWE Ice Arena - Operations LOCKER ROOM BENCHES FASTENERS \$3.66

BAILEYS ACE HDWE Ice Arena - Operations HARDWARE STORES \$22.99

BAILEYS ACE HDWE	Ice Arena - Operations	ADHESIVE FOR BASE BOARDS	\$11.98
<i>BAILEYS ACE HDWE - Total For Ice Arena - Operations</i>			\$51.62
BAILEYS ACE HDWE	Police Administration	door keys	\$7.17
<i>BAILEYS ACE HDWE - Total For Police Administration</i>			\$7.17
BAILEYS ACE HDWE	Sewer Wastewater Collection	coupler for 660316	\$4.59
<i>BAILEYS ACE HDWE - Total For Sewer Wastewater Collection</i>			\$4.59
BAILEYS ACE HDWE	Traffic Control	Batteries for locator	\$17.18
<i>BAILEYS ACE HDWE - Total For Traffic Control</i>			\$17.18
BAILEYS ACE HDWE	Weed & Pest Fund	cleaning supplies	\$10.97
<i>BAILEYS ACE HDWE - Total For Weed &amp; Pest Fund</i>			\$10.97
<b>BAILEYS ACE HDWE - ALL DEPARTMENTS</b>			<b>\$132.08</b>

## BARGREEN WYOMING

BARGREEN WYOMING	Fire-EMS Operations	Station Supplies	\$22.79
BARGREEN WYOMING	Fire-EMS Operations	Station Supplies	\$117.87
<i>BARGREEN WYOMING - Total For Fire-EMS Operations</i>			\$140.66
BARGREEN WYOMING	Metro Animal Shelter	low temp detergent	\$95.63
<i>BARGREEN WYOMING - Total For Metro Animal Shelter</i>			\$95.63
BARGREEN WYOMING	Parks - Parks Maint.	Handsoap	\$156.49
<i>BARGREEN WYOMING - Total For Parks - Parks Maint.</i>			\$156.49
<b>BARGREEN WYOMING - ALL DEPARTMENTS</b>			<b>\$392.78</b>

## BEST BUY

BEST BUY	Fire-EMS Administration	Office Supplies	\$68.97
<i>BEST BUY - Total For Fire-EMS Administration</i>			\$68.97
BEST BUY	Hogadon - Operations	ELECTRONIC SALES	\$74.97
<i>BEST BUY - Total For Hogadon - Operations</i>			\$74.97
<b>BEST BUY - ALL DEPARTMENTS</b>			<b>\$143.94</b>

## BIG LOTS STORES

BIG LOTS STORES	WWTP Operations	Credit	(\$13.65)
BIG LOTS STORES	WWTP Operations	Cleaning supplies	\$13.65
BIG LOTS STORES	WWTP Operations	Cleaning supplies	\$13.00

BIG LOTS STORES - Total For WWTP Operations \$13.00

**BIG LOTS STORES - ALL DEPARTMENTS \$13.00**

## BIG WIND MEDIA, INC.

BIG WIND MEDIA, INC. Parks - Parks Maint. domain hosting \$30.00

BIG WIND MEDIA, INC. - Total For Parks - Parks Maint. \$30.00

**BIG WIND MEDIA, INC. - ALL DEPARTMENTS \$30.00**

## BLACK HILLS ENERGY

BLACK HILLS ENERGY Aquatics - Operations 7584 6122 74 \$2,116.54

BLACK HILLS ENERGY - Total For Aquatics - Operations \$2,116.54

BLACK HILLS ENERGY Aquatics - Pool 9723 1947 06 \$3,221.32

BLACK HILLS ENERGY - Total For Aquatics - Pool \$3,221.32

BLACK HILLS ENERGY Balefill - Disposal & Landfill 7538 8605 37 \$29.00

BLACK HILLS ENERGY Balefill - Disposal & Landfill 1919 8530 97 \$375.54

BLACK HILLS ENERGY - Total For Balefill - Disposal & Landfill \$404.54

BLACK HILLS ENERGY Buildings & Structures Fund 8545 6521 02 \$39.18

BLACK HILLS ENERGY - Total For Buildings & Structures Fund \$39.18

BLACK HILLS ENERGY Cemetery 9629 0042 60 \$37.48

BLACK HILLS ENERGY - Total For Cemetery \$37.48

BLACK HILLS ENERGY City Center Building 8545 6521 02 \$30.84

BLACK HILLS ENERGY - Total For City Center Building \$30.84

BLACK HILLS ENERGY City Hall 6837 4281 65 \$672.58

BLACK HILLS ENERGY - Total For City Hall \$672.58

BLACK HILLS ENERGY Fire-EMS Administration 1783 9430 41 \$371.17

BLACK HILLS ENERGY Fire-EMS Administration 3267 4234 58 \$46.39

BLACK HILLS ENERGY - Total For Fire-EMS Administration \$417.56

BLACK HILLS ENERGY Fleet Maintenance Fund 5293 6421 13 \$363.99

BLACK HILLS ENERGY - Total For Fleet Maintenance Fund \$363.99

BLACK HILLS ENERGY Ft. Caspar Museum 9861 5264 23 \$97.51

BLACK HILLS ENERGY - Total For Ft. Caspar Museum \$97.51

BLACK HILLS ENERGY Golf - Operations 1340 9824 25 \$183.18

BLACK HILLS ENERGY Golf - Operations 6566 7661 30 \$50.51

BLACK HILLS ENERGY - Total For Golf - Operations \$233.69

BLACK HILLS ENERGY	Ice Arena - Operations	9570 6006 61	\$127.95
<i>BLACK HILLS ENERGY - Total For Ice Arena - Operations</i>			\$127.95
BLACK HILLS ENERGY	Marathon Building	8545 6521 02	\$83.82
<i>BLACK HILLS ENERGY - Total For Marathon Building</i>			\$83.82
BLACK HILLS ENERGY	Metro Animal Shelter	9630 2229 58	\$147.66
<i>BLACK HILLS ENERGY - Total For Metro Animal Shelter</i>			\$147.66
BLACK HILLS ENERGY	Miller St. Dormitory	8545 6521 02	\$26.72
<i>BLACK HILLS ENERGY - Total For Miller St. Dormitory</i>			\$26.72
BLACK HILLS ENERGY	Parks - Parks Maint.	2076 2356 87	\$100.53
<i>BLACK HILLS ENERGY - Total For Parks - Parks Maint.</i>			\$100.53
BLACK HILLS ENERGY	Rec Center - Operations	4400 2150 46	\$351.94
<i>BLACK HILLS ENERGY - Total For Rec Center - Operations</i>			\$351.94
BLACK HILLS ENERGY	Regional Water Operations	Natural Gas	\$547.63
<i>BLACK HILLS ENERGY - Total For Regional Water Operations</i>			\$547.63
BLACK HILLS ENERGY	Sewer Wastewater Collection	6566 7661 30	\$32.96
<i>BLACK HILLS ENERGY - Total For Sewer Wastewater Collection</i>			\$32.96
BLACK HILLS ENERGY	Water Distribution	0295 5402 18	\$317.73
<i>BLACK HILLS ENERGY - Total For Water Distribution</i>			\$317.73
BLACK HILLS ENERGY	WWTP Operations	Acct 5541 2887 44	\$4,194.15
BLACK HILLS ENERGY	WWTP Operations	5541 2887 44	\$780.18
<i>BLACK HILLS ENERGY - Total For WWTP Operations</i>			\$4,974.33
<b>BLACK HILLS ENERGY - ALL DEPARTMENTS</b>			<b>\$14,346.50</b>

## BLOEDORN LUMBER

BLOEDORN LUMBER	Buildings & Structures Fund	Supplies	\$45.97
BLOEDORN LUMBER	Buildings & Structures Fund	Sealant and driver set	\$25.18
BLOEDORN LUMBER	Buildings & Structures Fund	Cover Plate	\$5.84
BLOEDORN LUMBER	Buildings & Structures Fund	Lumber	\$13.41
BLOEDORN LUMBER	Buildings & Structures Fund	Supplies	\$83.14
BLOEDORN LUMBER	Buildings & Structures Fund	Supplies	\$188.32
BLOEDORN LUMBER	Buildings & Structures Fund	Supplies	\$21.58
<i>BLOEDORN LUMBER - Total For Buildings &amp; Structures Fund</i>			\$383.44
<b>BLOEDORN LUMBER - ALL DEPARTMENTS</b>			<b>\$383.44</b>

## BLOEDORN LUMBER CASP

BLOEDORN LUMBER CASP	Parks - Parks Maint.	Irrigation repair 13th & Sycamore	\$28.07
<i>BLOEDORN LUMBER CASP - Total For Parks - Parks Maint.</i>			<i>\$28.07</i>
<b>BLOEDORN LUMBER CASP - ALL DEPARTMENTS</b>			<b>\$28.07</b>

## BLOEDORN LUMBER CO

BLOEDORN LUMBER CO	Aquatics - Operations	Supplies to fix main support in Aquatic Center	\$39.36
<i>BLOEDORN LUMBER CO - Total For Aquatics - Operations</i>			<i>\$39.36</i>
<b>BLOEDORN LUMBER CO - ALL DEPARTMENTS</b>			<b>\$39.36</b>

## BRAKE SUPPLY COMPANY

BRAKE SUPPLY COMPANY	Balefill - Baler Processing	Supplies	\$938.67
<i>BRAKE SUPPLY COMPANY - Total For Balefill - Baler Processing</i>			<i>\$938.67</i>
<b>BRAKE SUPPLY COMPANY - ALL DEPARTMENTS</b>			<b>\$938.67</b>

## BRENNTAG PACIFIC, IN

BRENNTAG PACIFIC, IN	Regional Water Operations	Ferric Chloride	\$9,938.50
BRENNTAG PACIFIC, IN	Regional Water Operations	Ferric Chloride 9/8/20	\$9,841.70
BRENNTAG PACIFIC, IN	Regional Water Operations	Ferric Chloride 8/21/20	\$10,101.30
BRENNTAG PACIFIC, IN	Regional Water Operations	Ferric Chloride 8/14/20	\$10,184.46
BRENNTAG PACIFIC, IN	Regional Water Operations	Ferric Chloride 8/26/20	\$10,074.90
BRENNTAG PACIFIC, IN	Regional Water Operations	Ferric Chloride 9/3/20	\$9,758.10
BRENNTAG PACIFIC, IN	Regional Water Operations	Ferric Chloride	\$10,022.10
BRENNTAG PACIFIC, IN	Regional Water Operations	Ferric Chloride 9/4/20	\$9,876.90
BRENNTAG PACIFIC, IN	Regional Water Operations	Ammonium Hydroxide 19%	\$13,249.70
BRENNTAG PACIFIC, IN	Regional Water Operations	Ferric Chloride 9/11/20	\$10,162.90
BRENNTAG PACIFIC, IN	Regional Water Operations	Ferric Chloride	\$9,986.90
BRENNTAG PACIFIC, IN	Regional Water Operations	Ferric Chloride 9/10/20	\$9,806.50
<i>BRENNTAG PACIFIC, IN - Total For Regional Water Operations</i>			<i>\$123,003.96</i>
<b>BRENNTAG PACIFIC, IN - ALL DEPARTMENTS</b>			<b>\$123,003.96</b>

## BRIDGER STEEL INC

BRIDGER STEEL INC	Balefill - Baler Processing	COOLER ON SOUTH BALER	\$183.09
<i>BRIDGER STEEL INC - Total For Balefill - Baler Processing</i>			<i>\$183.09</i>
<b>BRIDGER STEEL INC - ALL DEPARTMENTS</b>			<b>\$183.09</b>

## BUDGET BLINDS

BUDGET BLINDS	Balefill - Disposal & Landfill	BLIND REPAIR IN SCALE HOUSE	\$55.00
<i>BUDGET BLINDS - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$55.00</i>
<b>BUDGET BLINDS - ALL DEPARTMENTS</b>			<b>\$55.00</b>

## BUDGET.COM PREPAY RE

BUDGET.COM PREPAY RE	Police Administration	rental car for pre hire background	\$168.61
<i>BUDGET.COM PREPAY RE - Total For Police Administration</i>			<i>\$168.61</i>
<b>BUDGET.COM PREPAY RE - ALL DEPARTMENTS</b>			<b>\$168.61</b>

## BUSH-WELLS SPORTING

BUSH-WELLS SPORTING	Fire-EMS Operations	Uniforms	\$1,610.00
<i>BUSH-WELLS SPORTING - Total For Fire-EMS Operations</i>			<i>\$1,610.00</i>
<b>BUSH-WELLS SPORTING - ALL DEPARTMENTS</b>			<b>\$1,610.00</b>

## CAPITAL BUSINESS SYS

CAPITAL BUSINESS SYS	Fleet Maintenance Fund	COPIER CONTR INV	\$45.00
CAPITAL BUSINESS SYS	Fleet Maintenance Fund	AUG 2020 COPIER CONTRACT INV	\$45.00
CAPITAL BUSINESS SYS	Fleet Maintenance Fund	DUPLICATE CHARGE, SEE CREDIT	\$45.00
CAPITAL BUSINESS SYS	Fleet Maintenance Fund	CREDIT FOR DUPLICATE CHARGE	(\$45.00)
<i>CAPITAL BUSINESS SYS - Total For Fleet Maintenance Fund</i>			<i>\$90.00</i>
<b>CAPITAL BUSINESS SYS - ALL DEPARTMENTS</b>			<b>\$90.00</b>

## CARUS CORPORATION

CARUS CORPORATION	Regional Water Operations	ActiFlo Polymer PHI 500	\$8,964.00
<i>CARUS CORPORATION - Total For Regional Water Operations</i>			<i>\$8,964.00</i>
<b>CARUS CORPORATION - ALL DEPARTMENTS</b>			<b>\$8,964.00</b>

## CASPER AMC

CASPER AMC	Police Administration	vet bill	\$382.03
<i>CASPER AMC - Total For Police Administration</i>			<i>\$382.03</i>
<b>CASPER AMC - ALL DEPARTMENTS</b>			<b>\$382.03</b>

## CASPER AREA TRANSPOR

CASPER AREA TRANSPOR	CATC - CARES Act	CARES Act Transit Plaza Shelter Panels	\$6,865.60
CASPER AREA TRANSPOR	CATC - CARES Act	July 202 CARES Act CATC Expenses	124,690.78
<i>CASPER AREA TRANSPOR - Total For CATC - CARES Act</i>			<i>\$131,556.38</i>
CASPER AREA TRANSPOR	CATC - Operations	July 2020 5307 Operating Assistance	\$212.84
CASPER AREA TRANSPOR	CATC - Operations	July 202 COVID Emegency relief	\$15,396.94
<i>CASPER AREA TRANSPOR - Total For CATC - Operations</i>			<i>\$15,609.78</i>
<b>CASPER AREA TRANSPOR - ALL DEPARTMENTS</b>			<b>\$147,166.16</b>

## CASPER ELECTRIC, INC

CASPER ELECTRIC, INC	Refuse - Recycling	Recycling	\$1,672.00
CASPER ELECTRIC, INC	Refuse - Recycling	Recycling	\$1,672.00
CASPER ELECTRIC, INC	Refuse - Recycling	Recycling	\$872.00
<i>CASPER ELECTRIC, INC - Total For Refuse - Recycling</i>			<i>\$4,216.00</i>
<b>CASPER ELECTRIC, INC - ALL DEPARTMENTS</b>			<b>\$4,216.00</b>

## CASPER FIRE EXTINGUI

CASPER FIRE EXTINGUI	Buildings & Structures Fund	Fire Extinguishers for Marathon	\$78.25
<i>CASPER FIRE EXTINGUI - Total For Buildings &amp; Structures Fund</i>			<i>\$78.25</i>
CASPER FIRE EXTINGUI	WWTP Operations	Fire Ext Service	\$9.75
<i>CASPER FIRE EXTINGUI - Total For WWTP Operations</i>			<i>\$9.75</i>
<b>CASPER FIRE EXTINGUI - ALL DEPARTMENTS</b>			<b>\$88.00</b>

## CASPER FORD LINCOLN

CASPER FORD LINCOLN	Fleet Maintenance Fund	101297 INSTALL NEW PCV VALVE	\$113.65
<i>CASPER FORD LINCOLN - Total For Fleet Maintenance Fund</i>			<i>\$113.65</i>
CASPER FORD LINCOLN	Regional Water Operations	Vehicle Repair	\$87.75

CASPER FORD LINCOLN - Total For Regional Water Operations \$87.75

**CASPER FORD LINCOLN - ALL DEPARTMENTS \$201.40**

## CASPER HOUSING AUTHO

CASPER HOUSING AUTHO	Capital Projects Fund	1% #16 Funding Casper Housing	\$7,466.12
CASPER HOUSING AUTHO	Capital Projects Fund	1% #16 Funding Casper Housing	\$9,916.23
CASPER HOUSING AUTHO	Capital Projects Fund	1% #16 Funding Casper Housing	\$222.81
CASPER HOUSING AUTHO	Capital Projects Fund	1% #16 Funding Casper Housing	\$13,326.50

CASPER HOUSING AUTHO - Total For Capital Projects Fund \$30,931.66

**CASPER HOUSING AUTHO - ALL DEPARTMENTS \$30,931.66**

## CASPER STAR TRIBUNE

CASPER STAR TRIBUNE	Weed & Pest Fund	LEGAL AD	\$143.44
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CASPER STAR TRIBUNE - Total For Weed & Pest Fund \$143.44

**CASPER STAR TRIBUNE - ALL DEPARTMENTS \$143.44**

## CASPER STAR-TRIBUNE,

CASPER STAR-TRIBUNE,	Balefill - Disposal & Landfill	Newspaper Advertising	\$216.41
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CASPER STAR-TRIBUNE, - Total For Balefill - Disposal & Landfill \$216.41

CASPER STAR-TRIBUNE,	Capital Projects Fund	Notice of Final Payment	\$134.12
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CASPER STAR-TRIBUNE,	Capital Projects Fund	Notice of Final Payment	\$137.28
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CASPER STAR-TRIBUNE, - Total For Capital Projects Fund \$271.40

CASPER STAR-TRIBUNE,	City Clerk	Council Minutes	\$1,954.60
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CASPER STAR-TRIBUNE,	City Clerk	Council Minutes pg 2	\$868.80
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CASPER STAR-TRIBUNE,	City Clerk	Council Proceedings - Special	\$105.26
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CASPER STAR-TRIBUNE,	City Clerk	Council Minutes	\$859.20
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CASPER STAR-TRIBUNE, - Total For City Clerk \$3,787.86

CASPER STAR-TRIBUNE,	Finance	Notice of hearing	\$54.68
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CASPER STAR-TRIBUNE,	Finance	Notice Per WY State Statue	\$1,386.48
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CASPER STAR-TRIBUNE, - Total For Finance \$1,441.16

CASPER STAR-TRIBUNE,	Golf - Operations	Season pass ads	\$500.00
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CASPER STAR-TRIBUNE, - Total For Golf - Operations \$500.00

CASPER STAR-TRIBUNE,	Planning	Notice	\$104.58
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CASPER STAR-TRIBUNE,	Planning	Annexation Ide Addition	\$826.00
CASPER STAR-TRIBUNE,	Planning	Legal Notice	\$74.40
<i>CASPER STAR-TRIBUNE, - Total For Planning</i>			<i>\$1,004.98</i>
CASPER STAR-TRIBUNE,	Police Administration	Public Notice	\$1,202.28
<i>CASPER STAR-TRIBUNE, - Total For Police Administration</i>			<i>\$1,202.28</i>
CASPER STAR-TRIBUNE,	Refuse - Residential	Mulch sale advertising	\$600.00
<i>CASPER STAR-TRIBUNE, - Total For Refuse - Residential</i>			<i>\$600.00</i>
CASPER STAR-TRIBUNE,	Water Tanks	Notice of final payment	\$223.12
<i>CASPER STAR-TRIBUNE, - Total For Water Tanks</i>			<i>\$223.12</i>
<b>CASPER STAR-TRIBUNE, - ALL DEPARTMENTS</b>			<b>\$9,247.21</b>

## CASPER TIRE

CASPER TIRE	Refuse - Commercial	Flat Repair	\$45.00
CASPER TIRE	Refuse - Commercial	Flat Repair	\$35.00
CASPER TIRE	Refuse - Commercial	Flat Repair	\$70.00
CASPER TIRE	Refuse - Commercial	Flat Repair	\$35.00
CASPER TIRE	Refuse - Commercial	Flat Repair	\$35.00
<i>CASPER TIRE - Total For Refuse - Commercial</i>			<i>\$220.00</i>
<b>CASPER TIRE - ALL DEPARTMENTS</b>			<b>\$220.00</b>

## CASPER TIRE 0000705

CASPER TIRE 0000705	Fleet Maintenance Fund	230091 - 6 NEW TIRES	\$1,234.00
CASPER TIRE 0000705	Fleet Maintenance Fund	230088 FLAT REPAIR	\$25.00
CASPER TIRE 0000705	Fleet Maintenance Fund	230092 1 NEW TIRE	\$175.00
CASPER TIRE 0000705	Fleet Maintenance Fund	230095 FLAT REPAIR	\$15.00
CASPER TIRE 0000705	Fleet Maintenance Fund	230083 4 NEW TIRES	\$680.00
CASPER TIRE 0000705	Fleet Maintenance Fund	230082 6 NEW TIRES	\$1,030.00
<i>CASPER TIRE 0000705 - Total For Fleet Maintenance Fund</i>			<i>\$3,159.00</i>
<b>CASPER TIRE 0000705 - ALL DEPARTMENTS</b>			<b>\$3,159.00</b>

## CASPER WELLS PRODUCT

CASPER WELLS PRODUCT	Parks - Special Areas	sand for brick work 2nd and center	\$32.22
<i>CASPER WELLS PRODUCT - Total For Parks - Special Areas</i>			<i>\$32.22</i>

**CASPER WELLS PRODUCT - ALL DEPARTMENTS** \$32.22

**CASPER WINAIR SUPPLY**

CASPER WINAIR SUPPLY Buildings & Structures Fund Supplies for Marion Kreiner Baby Pool Boiler Ins \$46.94

*CASPER WINAIR SUPPLY - Total For Buildings & Structures Fund* \$46.94

**CASPER WINAIR SUPPLY - ALL DEPARTMENTS** \$46.94

**CASPER WINNELSON**

CASPER WINNELSON Buildings & Structures Fund Water Heater and supplies \$5,365.30

*CASPER WINNELSON - Total For Buildings & Structures Fund* \$5,365.30

**CASPER WINNELSON - ALL DEPARTMENTS** \$5,365.30

**CASPER WINNELSON CO**

CASPER WINNELSON CO Buildings & Structures Fund Replacement water faucet for Fire Station 6 \$279.47

CASPER WINNELSON CO Buildings & Structures Fund Supplies for Marion Kreiner Baby Pool Replacem \$1,835.93

CASPER WINNELSON CO Buildings & Structures Fund Supplies for PV Pool \$40.22

CASPER WINNELSON CO Buildings & Structures Fund Supplies for Marion Kreiner Baby Pool Boiler Re \$30.60

CASPER WINNELSON CO Buildings & Structures Fund Supplies for PV Pool \$17.59

CASPER WINNELSON CO Buildings & Structures Fund Plumbing repair parts \$25.30

CASPER WINNELSON CO Buildings & Structures Fund Supplies for Marion Kreiner Baby Pool Boiler Re \$28.71

CASPER WINNELSON CO Buildings & Structures Fund Sink repair parts for Parking Structure \$287.33

CASPER WINNELSON CO Buildings & Structures Fund Supplies for Marion Kreiner Baby Pool Boiler Re \$68.97

CASPER WINNELSON CO Buildings & Structures Fund Supplies for Marion Kreiner Baby Pool Boiler Re \$19.24

CASPER WINNELSON CO Buildings & Structures Fund Supplies for Marion Kreiner Baby Pool Boiler Re \$18.82

CASPER WINNELSON CO Buildings & Structures Fund Plumbing repair parts \$38.91

CASPER WINNELSON CO Buildings & Structures Fund Supplies to replace Baby Pool boiler at Marion K \$184.30

CASPER WINNELSON CO Buildings & Structures Fund Toilet repair parts for Recreation Center \$36.96

CASPER WINNELSON CO Buildings & Structures Fund Supplies for Marion Kreiner Baby Pool Boiler Re \$58.21

*CASPER WINNELSON CO - Total For Buildings & Structures Fund* \$2,970.56

CASPER WINNELSON CO Parks - Parks Maint. Irrigation repair 13th street ballfields \$44.81

CASPER WINNELSON CO Parks - Parks Maint. Irrigation repair 13th street ballfields \$40.59

CASPER WINNELSON CO Parks - Parks Maint. Parts for indoor irrigation system at service cent \$3.04

*CASPER WINNELSON CO - Total For Parks - Parks Maint.* \$88.44

CASPER WINNELSON CO	WWTP Operations	Hose bib	\$28.56
CASPER WINNELSON CO	WWTP Operations	Cement/primer	\$18.89
CASPER WINNELSON CO	WWTP Operations	Plumbing parts	\$72.52
CASPER WINNELSON CO	WWTP Operations	Bushing	\$3.14
CASPER WINNELSON CO	WWTP Operations	PVC pipe	\$38.40
CASPER WINNELSON CO	WWTP Operations	Fittings	\$55.31
<i>CASPER WINNELSON CO - Total For WWTP Operations</i>			<i>\$216.82</i>
<b>CASPER WINNELSON CO - ALL DEPARTMENTS</b>			<b>\$3,275.82</b>

## CENTRAL TRUCK & DIES

CENTRAL TRUCK & DIES	Balefill - Baler Processing	Tools	\$174.00
<i>CENTRAL TRUCK &amp; DIES - Total For Balefill - Baler Processing</i>			<i>\$174.00</i>
<b>CENTRAL TRUCK &amp; DIES - ALL DEPARTMENTS</b>			<b>\$174.00</b>

## CENTRAL WY. REGIONAL

CENTRAL WY. REGIONAL	Water Revenue and Transfers		\$26,538.00
<i>CENTRAL WY. REGIONAL - Total For Water Revenue and Transfers</i>			<i>\$26,538.00</i>
<b>CENTRAL WY. REGIONAL - ALL DEPARTMENTS</b>			<b>\$26,538.00</b>

## CENTURYLINK

CENTURYLINK	Aquatics - Operations	VOIP	\$31.68
CENTURYLINK	Aquatics - Operations	VOIP	\$24.46
<i>CENTURYLINK - Total For Aquatics - Operations</i>			<i>\$56.14</i>
CENTURYLINK	Aquatics - Pool	307-235-8494 223B	\$55.28
CENTURYLINK	Aquatics - Pool	307-235-8495 627B	\$47.23
CENTURYLINK	Aquatics - Pool	307-235-8495F 6272	\$19.83
CENTURYLINK	Aquatics - Pool	307-235-8494F 2232	\$15.53
<i>CENTURYLINK - Total For Aquatics - Pool</i>			<i>\$137.87</i>
CENTURYLINK	Balefill - Disposal & Landfill	VOIP	\$78.69
CENTURYLINK	Balefill - Disposal & Landfill	VOIP	\$101.90
<i>CENTURYLINK - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$180.59</i>
CENTURYLINK	Buildings & Structures Fund	VOIP	\$19.17
CENTURYLINK	Buildings & Structures Fund	VOIP	\$14.80

<i>CENTURYLINK - Total For Buildings &amp; Structures Fund</i>			<i>\$33.97</i>
CENTURYLINK	Cemetery	VOIP	\$14.80
CENTURYLINK	Cemetery	VOIP	\$19.17
<i>CENTURYLINK - Total For Cemetery</i>			<i>\$33.97</i>
CENTURYLINK	City Attorney	VOIP	\$70.02
CENTURYLINK	City Attorney	VOIP	\$54.07
<i>CENTURYLINK - Total For City Attorney</i>			<i>\$124.09</i>
CENTURYLINK	City Council	VOIP	\$14.80
CENTURYLINK	City Council	VOIP	\$19.17
<i>CENTURYLINK - Total For City Council</i>			<i>\$33.97</i>
CENTURYLINK	City Hall	VOIP	\$12.71
CENTURYLINK	City Hall	VOIP	\$9.82
CENTURYLINK	City Hall	307-265-0955 140B	\$37.27
<i>CENTURYLINK - Total For City Hall</i>			<i>\$59.80</i>
CENTURYLINK	City Manager	VOIP	\$34.44
CENTURYLINK	City Manager	VOIP	\$44.59
<i>CENTURYLINK - Total For City Manager</i>			<i>\$79.03</i>
CENTURYLINK	Code Enforcement	VOIP	\$68.87
CENTURYLINK	Code Enforcement	P-307-234-6076	\$64.70
CENTURYLINK	Code Enforcement	VOIP	\$89.19
<i>CENTURYLINK - Total For Code Enforcement</i>			<i>\$222.76</i>
CENTURYLINK	Customer Service	VOIP	\$34.44
CENTURYLINK	Customer Service	307-235-8290 915B	\$41.73
CENTURYLINK	Customer Service	VOIP	\$44.59
<i>CENTURYLINK - Total For Customer Service</i>			<i>\$120.76</i>
CENTURYLINK	Engineering	VOIP	\$68.87
CENTURYLINK	Engineering	VOIP	\$89.19
<i>CENTURYLINK - Total For Engineering</i>			<i>\$158.06</i>
CENTURYLINK	Finance	VOIP	\$101.90
CENTURYLINK	Finance	VOIP	\$78.69
<i>CENTURYLINK - Total For Finance</i>			<i>\$180.59</i>
CENTURYLINK	Fire-EMS Administration	VOIP	\$127.33
CENTURYLINK	Fire-EMS Administration	P-307-111-5104 106M	\$1,168.17
CENTURYLINK	Fire-EMS Administration	VOIP	\$98.32
<i>CENTURYLINK - Total For Fire-EMS Administration</i>			<i>\$1,393.82</i>
CENTURYLINK	Fleet Maintenance Fund	VOIP	\$63.89

CENTURYLINK	Fleet Maintenance Fund	P-307-111-5112 611M	\$153.12
CENTURYLINK	Fleet Maintenance Fund	VOIP	\$82.73
<i>CENTURYLINK - Total For Fleet Maintenance Fund</i>			\$299.74
CENTURYLINK	Ft. Caspar Museum	VOIP	\$14.80
CENTURYLINK	Ft. Caspar Museum	VOIP	\$19.17
<i>CENTURYLINK - Total For Ft. Caspar Museum</i>			\$33.97
CENTURYLINK	Golf - Operations	VOIP	\$14.80
CENTURYLINK	Golf - Operations	VOIP	\$19.17
<i>CENTURYLINK - Total For Golf - Operations</i>			\$33.97
CENTURYLINK	Hogadon - Operations	VOIP	\$49.08
CENTURYLINK	Hogadon - Operations	VOIP	\$63.56
<i>CENTURYLINK - Total For Hogadon - Operations</i>			\$112.64
CENTURYLINK	Human Resources	VOIP	\$24.62
CENTURYLINK	Human Resources	VOIP	\$31.88
<i>CENTURYLINK - Total For Human Resources</i>			\$56.50
CENTURYLINK	Ice Arena - Operations	VOIP	\$25.42
CENTURYLINK	Ice Arena - Operations	VOIP	\$19.63
CENTURYLINK	Ice Arena - Operations	307-235-7540 740B	\$41.22
<i>CENTURYLINK - Total For Ice Arena - Operations</i>			\$86.27
CENTURYLINK	Information Services	VOIP	\$101.90
CENTURYLINK	Information Services	VOIP	\$78.69
<i>CENTURYLINK - Total For Information Services</i>			\$180.59
CENTURYLINK	Meter Services	VOIP	\$37.94
CENTURYLINK	Meter Services	VOIP	\$29.29
<i>CENTURYLINK - Total For Meter Services</i>			\$67.23
CENTURYLINK	Metro Animal Shelter	VOIP	\$14.80
CENTURYLINK	Metro Animal Shelter	307-235-8356 281B	\$41.13
CENTURYLINK	Metro Animal Shelter	VOIP	\$19.17
<i>CENTURYLINK - Total For Metro Animal Shelter</i>			\$75.10
CENTURYLINK	Municipal Court	VOIP	\$54.07
CENTURYLINK	Municipal Court	VOIP	\$70.02
<i>CENTURYLINK - Total For Municipal Court</i>			\$124.09
CENTURYLINK	Parking Fund	P-307-111-5106 155M	\$133.36
<i>CENTURYLINK - Total For Parking Fund</i>			\$133.36
CENTURYLINK	Parks - Parks Maint.	VOIP	\$70.02
CENTURYLINK	Parks - Parks Maint.	VOIP	\$54.07

CENTURYLINK	Parks - Parks Maint.	307-237-7808 111B	\$49.05
CENTURYLINK	Parks - Parks Maint.	P-307-234-6734 889M	\$121.31
<i>CENTURYLINK - Total For Parks - Parks Maint.</i>			<i>\$294.45</i>
CENTURYLINK	Planning	VOIP	\$49.08
CENTURYLINK	Planning	VOIP	\$63.56
<i>CENTURYLINK - Total For Planning</i>			<i>\$112.64</i>
CENTURYLINK	Police Administration	P-307-111-5103 060M	\$363.44
CENTURYLINK	Police Administration	VOIP	\$394.49
CENTURYLINK	Police Administration	VOIP	\$304.63
<i>CENTURYLINK - Total For Police Administration</i>			<i>\$1,062.56</i>
CENTURYLINK	Public Safety Communication	VOIP	\$9.82
CENTURYLINK	Public Safety Communication	P-307-632-4759 643M	\$299.01
CENTURYLINK	Public Safety Communication	P-307-111-5107 160 M	\$10,880.61
CENTURYLINK	Public Safety Communication	307-235-7592 537B	\$188.43
CENTURYLINK	Public Safety Communication	VOIP	\$12.71
<i>CENTURYLINK - Total For Public Safety Communications</i>			<i>\$11,390.58</i>
CENTURYLINK	Rec Center - Operations	VOIP	\$39.27
CENTURYLINK	Rec Center - Operations	P307-111-5114 622M	\$322.01
CENTURYLINK	Rec Center - Operations	VOIP	\$50.85
<i>CENTURYLINK - Total For Rec Center - Operations</i>			<i>\$412.13</i>
CENTURYLINK	Regional Water Operations	VOIP	\$19.63
CENTURYLINK	Regional Water Operations	VOIP	\$25.42
<i>CENTURYLINK - Total For Regional Water Operations</i>			<i>\$45.05</i>
CENTURYLINK	Risk Management	VOIP	\$19.19
CENTURYLINK	Risk Management	VOIP	\$14.81
<i>CENTURYLINK - Total For Risk Management</i>			<i>\$34.00</i>
CENTURYLINK	Sewer Wastewater Collection	VOIP	\$12.71
CENTURYLINK	Sewer Wastewater Collection	VOIP	\$9.82
<i>CENTURYLINK - Total For Sewer Wastewater Collection</i>			<i>\$22.53</i>
CENTURYLINK	Streets	P-307-111-5105 138M	\$164.98
CENTURYLINK	Streets	VOIP	\$34.44
CENTURYLINK	Streets	VOIP	\$44.59
<i>CENTURYLINK - Total For Streets</i>			<i>\$244.01</i>
CENTURYLINK	Water Administration	VOIP	\$25.42
CENTURYLINK	Water Administration	VOIP	\$19.63
CENTURYLINK	Water Administration	P-307-234-3016 518M	\$194.10

<i>CENTURYLINK - Total For Water Administration</i>			\$239.15
CENTURYLINK	Water Distribution	VOIP	\$14.80
CENTURYLINK	Water Distribution	307-235-7564 793B	\$41.22
CENTURYLINK	Water Distribution	VOIP	\$19.17
<i>CENTURYLINK - Total For Water Distribution</i>			\$75.19
CENTURYLINK	Water Tanks	307-235-7545 631B	\$55.50
<i>CENTURYLINK - Total For Water Tanks</i>			\$55.50
CENTURYLINK	WWTP Operations	P-307-111-5113 619M	\$171.89
CENTURYLINK	WWTP Operations	VOIP	\$38.14
CENTURYLINK	WWTP Operations	VOIP	\$29.45
<i>CENTURYLINK - Total For WWTP Operations</i>			\$239.48
CENTURYLINK	WWTP Regional Interceptors	P-307-234-3201 148M	\$1,769.45
<i>CENTURYLINK - Total For WWTP Regional Interceptors</i>			\$1,769.45
<b>CENTURYLINK - ALL DEPARTMENTS</b>			<b>\$20,015.60</b>

## CH2MHILL, INC.

CH2MHILL, INC.	WWTP Operations	Gems S028979-WWTP 2ndary Treat	\$4,487.82
<i>CH2MHILL, INC. - Total For WWTP Operations</i>			\$4,487.82
<b>CH2MHILL, INC. - ALL DEPARTMENTS</b>			<b>\$4,487.82</b>

## CITIZEN PAYMENT

CITIZEN PAYMENT	General Fund Revenue	Refund Application fee	\$1,200.00
CITIZEN PAYMENT	General Fund Revenue	Refund Tournament Deposit	\$500.00
CITIZEN PAYMENT	General Fund Revenue	Refund Tournament Deposit	\$500.00
<i>CITIZEN PAYMENT - Total For General Fund Revenue</i>			\$2,200.00
CITIZEN PAYMENT	Rec Center	Tournament Deposit Refund	\$500.00
<i>CITIZEN PAYMENT - Total For Rec Center</i>			\$500.00
<b>CITIZEN PAYMENT - ALL DEPARTMENTS</b>			<b>\$2,700.00</b>

## CITY OF CASPER

CITY OF CASPER	Balefill - Disposal & Landfill	Monthly street sweeping	\$2,266.00
<i>CITY OF CASPER - Total For Balefill - Disposal &amp; Landfill</i>			\$2,266.00
CITY OF CASPER	CATC - CARES Act	CARES Act Operating Maintenance	\$35,034.15

CITY OF CASPER	CATC - CARES Act	CARES Act Operating Maintenance	\$10,957.52
<i>CITY OF CASPER - Total For CATC - CARES Act</i>			<i>\$45,991.67</i>
CITY OF CASPER	General Fund Revenue	P-Card Service Charge	\$2,187.10
<i>CITY OF CASPER - Total For General Fund Revenue</i>			<i>\$2,187.10</i>
CITY OF CASPER	Golf - Operations	9/03 event	\$810.00
CITY OF CASPER	Golf - Operations	Golf Tournament	\$1,800.00
<i>CITY OF CASPER - Total For Golf - Operations</i>			<i>\$2,610.00</i>
CITY OF CASPER	Metropolitan Planning Org	GIS services September 2020	\$6,641.05
<i>CITY OF CASPER - Total For Metropolitan Planning Org</i>			<i>\$6,641.05</i>
CITY OF CASPER	Parks - Parks Maint.	balefill	\$157.00
CITY OF CASPER	Parks - Parks Maint.	Balefill	\$157.00
CITY OF CASPER	Parks - Parks Maint.	Balefill	\$95.00
<i>CITY OF CASPER - Total For Parks - Parks Maint.</i>			<i>\$409.00</i>
CITY OF CASPER	Refuse - Residential	Balefill	\$6,333.33
CITY OF CASPER	Refuse - Residential	Balefill	\$6,113.52
CITY OF CASPER	Refuse - Residential	Balefill	\$9,509.46
CITY OF CASPER	Refuse - Residential	Balefill	\$7,501.08
CITY OF CASPER	Refuse - Residential	Balefill	\$6,896.37
CITY OF CASPER	Refuse - Residential	Balefill	\$6,589.35
CITY OF CASPER	Refuse - Residential	balefill	\$6,311.91
CITY OF CASPER	Refuse - Residential	Balefill	\$6,147.18
CITY OF CASPER	Refuse - Residential	Balefill	\$6,442.47
CITY OF CASPER	Refuse - Residential	Balefill	\$297.84
CITY OF CASPER	Refuse - Residential	Balefill	\$45,375.00
<i>CITY OF CASPER - Total For Refuse - Residential</i>			<i>\$107,517.51</i>
CITY OF CASPER	Regional Water Operations	Services	\$149.06
<i>CITY OF CASPER - Total For Regional Water Operations</i>			<i>\$149.06</i>
CITY OF CASPER	WWTP Operations	Balefill	\$133.11
CITY OF CASPER	WWTP Operations	Balefill	\$141.78
CITY OF CASPER	WWTP Operations	balefill	\$97.92
<i>CITY OF CASPER - Total For WWTP Operations</i>			<i>\$372.81</i>
<b>CITY OF CASPER - ALL DEPARTMENTS</b>			<b>\$168,144.20</b>

## CMI TECO, INC.

CMI TECO, INC.	Refuse - Commercial	Work on unit #222284	\$1,480.88
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CMI TECO, INC.	Refuse - Commercial	Work on unit #222263	\$2,264.37
CMI TECO, INC.	Refuse - Commercial	Work on unit#222274	\$1,005.57
CMI TECO, INC.	Refuse - Commercial	work on unit #222255	\$1,610.09
CMI TECO, INC.	Refuse - Commercial	Work on unit #222285	\$362.03
CMI TECO, INC.	Refuse - Commercial	Work on Unit #222275	\$745.18
CMI TECO, INC.	Refuse - Commercial	Work on unit #222273	\$98.00
CMI TECO, INC.	Refuse - Commercial	Work on unit #222288	\$1,718.04
CMI TECO, INC.	Refuse - Commercial	work on unit #222249	\$1,120.40
CMI TECO, INC.	Refuse - Commercial	work on unit #222272	\$1,748.39
CMI TECO, INC.	Refuse - Commercial	Repairs on unit #222299	\$2,604.43
CMI TECO, INC.	Refuse - Commercial	Work on unit #222262	\$1,485.45
CMI TECO, INC.	Refuse - Commercial	Work on unit #222285	\$2,774.61
<i>CMI TECO, INC. - Total For Refuse - Commercial</i>			<i>\$19,017.44</i>
CMI TECO, INC.	Refuse - Recycling	Work on unit #222248	\$772.95
<i>CMI TECO, INC. - Total For Refuse - Recycling</i>			<i>\$772.95</i>
<b>CMI TECO, INC. - ALL DEPARTMENTS</b>			<b>\$19,790.39</b>

## COASTAL CHEMICAL CO

COASTAL CHEMICAL CO	Regional Water Operations	Vehicle Fuel	\$124.82
<i>COASTAL CHEMICAL CO - Total For Regional Water Operations</i>			<i>\$124.82</i>
<b>COASTAL CHEMICAL CO - ALL DEPARTMENTS</b>			<b>\$124.82</b>

## COCA COLA BOTTLING C

COCA COLA BOTTLING C	Metro Animal Shelter	equip rent/water	\$15.50
COCA COLA BOTTLING C	Metro Animal Shelter	water and equipment rental	\$22.75
<i>COCA COLA BOTTLING C - Total For Metro Animal Shelter</i>			<i>\$38.25</i>
<b>COCA COLA BOTTLING C - ALL DEPARTMENTS</b>			<b>\$38.25</b>

## COLUMBINE CONTROL CO

COLUMBINE CONTROL CO	WWTP Operations	Flame arrestor kits	\$1,640.00
<i>COLUMBINE CONTROL CO - Total For WWTP Operations</i>			<i>\$1,640.00</i>
<b>COLUMBINE CONTROL CO - ALL DEPARTMENTS</b>			<b>\$1,640.00</b>

## COMMUNICATION TECHNO

COMMUNICATION TECHNO	Balefill - Diversion & Special	Batteries	\$597.00
<i>COMMUNICATION TECHNO - Total For Balefill - Diversion &amp; Special</i>			<i>\$597.00</i>
COMMUNICATION TECHNO	Police Administration	Floor Plates	\$295.00
COMMUNICATION TECHNO	Police Administration	separator testing	\$51.50
<i>COMMUNICATION TECHNO - Total For Police Administration</i>			<i>\$346.50</i>
<b>COMMUNICATION TECHNO - ALL DEPARTMENTS</b>			<b>\$943.50</b>

## COMPRESSION LEASING

COMPRESSION LEASING	WWTP Regional Interceptors	Air filter	\$13.29
<i>COMPRESSION LEASING - Total For WWTP Regional Interceptors</i>			<i>\$13.29</i>
<b>COMPRESSION LEASING - ALL DEPARTMENTS</b>			<b>\$13.29</b>

## COMTRONIX, INC.

COMTRONIX, INC.	Balefill - Disposal & Landfill	Quarterly Alarm Monitoring	\$1,068.00
<i>COMTRONIX, INC. - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$1,068.00</i>
COMTRONIX, INC.	Ft. Caspar Museum	Quarterly alarm monitoring for museum and for	\$531.00
<i>COMTRONIX, INC. - Total For Ft. Caspar Museum</i>			<i>\$531.00</i>
COMTRONIX, INC.	Metro Animal Shelter	alarm monitoring at the shelter	\$183.00
<i>COMTRONIX, INC. - Total For Metro Animal Shelter</i>			<i>\$183.00</i>
<b>COMTRONIX, INC. - ALL DEPARTMENTS</b>			<b>\$1,782.00</b>

## CONVERGEONE

CONVERGEONE	Customer Service	4 Computers, 12 monitors, and 2 phones for CS	\$738.58
<i>CONVERGEONE - Total For Customer Service</i>			<i>\$738.58</i>
CONVERGEONE	Refuse - Recycling	Technology Items (computers, software, and ne	\$5,210.41
<i>CONVERGEONE - Total For Refuse - Recycling</i>			<i>\$5,210.41</i>
<b>CONVERGEONE - ALL DEPARTMENTS</b>			<b>\$5,948.99</b>

## COPPERLEAF CUSTOM BU

COPPERLEAF CUSTOM BU	Golf - Operations	Services	\$9,355.00
COPPERLEAF CUSTOM BU	Golf - Operations	Services	\$3,927.60

COPPERLEAF CUSTOM BU - Total For Golf - Operations \$13,282.60

**COPPERLEAF CUSTOM BU - ALL DEPARTMENTS \$13,282.60**

## COWBOY AUTO SPA

COWBOY AUTO SPA Fire-EMS Operations CAR WASHES \$9.00

COWBOY AUTO SPA - Total For Fire-EMS Operations \$9.00

**COWBOY AUTO SPA - ALL DEPARTMENTS \$9.00**

## CPS DISTRIBUTORS

CPS DISTRIBUTORS Buildings & Structures Fund Supplies for Marion Kreiner Baby Pool Boiler Re \$53.12

CPS DISTRIBUTORS Buildings & Structures Fund Supplies for Marion Kreiner Baby Pool Boiler Ins \$163.08

CPS DISTRIBUTORS Buildings & Structures Fund Supplies to winterize Field of Dreams \$94.88

CPS DISTRIBUTORS - Total For Buildings & Structures Fund \$311.08

CPS DISTRIBUTORS Capital Projects Fund Uniforms \$1,665.42

CPS DISTRIBUTORS - Total For Capital Projects Fund \$1,665.42

CPS DISTRIBUTORS Cemetery CONSTRUCTION MATERIALS MULCH SPECIAL AR \$62.81

CPS DISTRIBUTORS - Total For Cemetery \$62.81

CPS DISTRIBUTORS Parks - Parks Maint. Parts for irrigation inside service center \$3.99

CPS DISTRIBUTORS Parks - Parks Maint. Head replacements for various parks \$992.29

CPS DISTRIBUTORS Parks - Parks Maint. Stock irrigation parts \$76.83

CPS DISTRIBUTORS - Total For Parks - Parks Maint. \$1,073.11

CPS DISTRIBUTORS Water Distribution Pulling cable \$156.23

CPS DISTRIBUTORS - Total For Water Distribution \$156.23

CPS DISTRIBUTORS WWTP Operations Sprinkler heads \$111.40

CPS DISTRIBUTORS - Total For WWTP Operations \$111.40

**CPS DISTRIBUTORS - ALL DEPARTMENTS \$3,380.05**

## CPU IIT

CPU IIT Balefill - Disposal & Landfill UBIQUITIE POE INJECTOR 120 V \$17.00

CPU IIT - Total For Balefill - Disposal & Landfill \$17.00

CPU IIT Fleet Maintenance Fund MOUSE J. GALL \$16.00

CPU IIT - Total For Fleet Maintenance Fund \$16.00

CPU IIT Police Administration audio video cable \$59.94

CPU IIT	Police Administration	copier replacements	\$4,298.00
CPU IIT	Police Administration	duplicate charge	\$59.94
CPU IIT	Police Administration	credit for duplicate charge	(\$59.94)
<i>CPU IIT - Total For Police Administration</i>			<i>\$4,357.94</i>
CPU IIT	Refuse - Recycling	printer for mrf office	\$579.00
<i>CPU IIT - Total For Refuse - Recycling</i>			<i>\$579.00</i>
CPU IIT	Sewer Wastewater Collection	extra chargers for tablets	\$59.98
<i>CPU IIT - Total For Sewer Wastewater Collection</i>			<i>\$59.98</i>
<b>CPU IIT - ALL DEPARTMENTS</b>			<b>\$5,029.92</b>

## CRASHDATAGR

CRASHDATAGR	Police Administration	annual maint	\$1,250.00
<i>CRASHDATAGR - Total For Police Administration</i>			<i>\$1,250.00</i>
<b>CRASHDATAGR - ALL DEPARTMENTS</b>			<b>\$1,250.00</b>

## CRIME SCENE INFORMAT

CRIME SCENE INFORMAT	Police Administration	October Services	\$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>

## CROWN CONSTRUCTION L

CROWN CONSTRUCTION L	Capital Projects Fund	2020 2nd Street Concrete Repai	103,546.90
<i>CROWN CONSTRUCTION L - Total For Capital Projects Fund</i>			<i>\$103,546.90</i>
<b>CROWN CONSTRUCTION L - ALL DEPARTMENTS</b>			<b>\$103,546.90</b>

## CRUM ELECTRIC SUPPLY

CRUM ELECTRIC SUPPLY	Buildings & Structures Fund	Supplies	\$609.14
<i>CRUM ELECTRIC SUPPLY - Total For Buildings &amp; Structures Fund</i>			<i>\$609.14</i>
CRUM ELECTRIC SUPPLY	Metro Animal Shelter	lights	\$35.50
<i>CRUM ELECTRIC SUPPLY - Total For Metro Animal Shelter</i>			<i>\$35.50</i>
CRUM ELECTRIC SUPPLY	Regional Water Operations	light switches and outlet covers	\$83.28
CRUM ELECTRIC SUPPLY	Regional Water Operations	Light Bulbs	\$106.89
CRUM ELECTRIC SUPPLY	Regional Water Operations	Well Electrical parts	\$85.00

CRUM ELECTRIC SUPPLY	Regional Water Operations	Motor saver for wells	\$159.02
CRUM ELECTRIC SUPPLY	Regional Water Operations	Well Repair	\$10.68
CRUM ELECTRIC SUPPLY	Regional Water Operations	Well ELECTRICAL PARTS AND EQUIPMENT	\$161.34
<i>CRUM ELECTRIC SUPPLY - Total For Regional Water Operations</i>			\$606.21
CRUM ELECTRIC SUPPLY	RWS - Booster Stations	returned cover from order 2212169-00	(\$182.11)
CRUM ELECTRIC SUPPLY	RWS - Booster Stations	Panel cover for Zero road accident	\$225.11
<i>CRUM ELECTRIC SUPPLY - Total For RWS - Booster Stations</i>			\$43.00
<b>CRUM ELECTRIC SUPPLY - ALL DEPARTMENTS</b>			<b>\$1,293.85</b>

## CS CONSULTING

CS CONSULTING	Balefill - Disposal & Landfill	Quarterly Basic Hazard Assessment	\$585.00
<i>CS CONSULTING - Total For Balefill - Disposal &amp; Landfill</i>			\$585.00
<b>CS CONSULTING - ALL DEPARTMENTS</b>			<b>\$585.00</b>

## DANA KEPNER CO.

DANA KEPNER CO.	Refuse - Residential	hydrant valve for sweeper	\$235.00
<i>DANA KEPNER CO. - Total For Refuse - Residential</i>			\$235.00
DANA KEPNER CO.	Water Distribution	corp stops	\$728.16
DANA KEPNER CO.	Water Distribution	Valve box tops	\$228.00
<i>DANA KEPNER CO. - Total For Water Distribution</i>			\$956.16
DANA KEPNER CO.	Water Tanks	Sun II Booster pump #1 control valve rebuild	\$621.00
<i>DANA KEPNER CO. - Total For Water Tanks</i>			\$621.00
<b>DANA KEPNER CO. - ALL DEPARTMENTS</b>			<b>\$1,812.16</b>

## DATAMARS

DATAMARS	Metro Animal Shelter	microchips	\$1,722.65
<i>DATAMARS - Total For Metro Animal Shelter</i>			\$1,722.65
<b>DATAMARS - ALL DEPARTMENTS</b>			<b>\$1,722.65</b>

## DAVE LODEN CONSTRUCT

DAVE LODEN CONSTRUCT	Water Tanks	2020 Roof Replacements	\$61,700.75
<i>DAVE LODEN CONSTRUCT - Total For Water Tanks</i>			\$61,700.75
DAVE LODEN CONSTRUCT	WWTP Operations	2020 Roof Replacements	\$33,190.00

DAVE LODEN CONSTRUCT - Total For WWTP Operations \$33,190.00

**DAVE LODEN CONSTRUCT - ALL DEPARTMENTS \$94,890.75**

### DAYTON TRANSMISSION

DAYTON TRANSMISSION Fleet Maintenance Fund 230083 REBUILT TRANSMISSION \$3,699.40

DAYTON TRANSMISSION - Total For Fleet Maintenance Fund \$3,699.40

**DAYTON TRANSMISSION - ALL DEPARTMENTS \$3,699.40**

### DBC IRRIGATION SUPPL

DBC IRRIGATION SUPPL Parks - Parks Maint. Sleeves and Parts for PV and Highland Park \$864.65

DBC IRRIGATION SUPPL Parks - Parks Maint. Sleeve for Highland 3 mainline \$101.46

DBC IRRIGATION SUPPL Parks - Parks Maint. Irrigation repair Sage Park \$6.13

DBC IRRIGATION SUPPL Parks - Parks Maint. Irrigation repair Event Center \$70.27

DBC IRRIGATION SUPPL - Total For Parks - Parks Maint. \$1,042.51

**DBC IRRIGATION SUPPL - ALL DEPARTMENTS \$1,042.51**

### DECKER AUTO GLASS, I

DECKER AUTO GLASS, I Fleet Maintenance Fund INSURANCE CLAIM NO. 2020009 / 660245 WIN \$266.66

DECKER AUTO GLASS, I Fleet Maintenance Fund WINDSHIELDS, 50542, 141417, 222261, 111182 \$656.96

DECKER AUTO GLASS, I Fleet Maintenance Fund 660229 INSTALL WINDSHIELD \$210.98

DECKER AUTO GLASS, I Fleet Maintenance Fund WINDSHIELDS, 50542, 141417, 222261, 111182 \$480.00

DECKER AUTO GLASS, I Fleet Maintenance Fund 101306 INS CLAIM NO. 3077CA WINDSHIELD \$509.04

DECKER AUTO GLASS, I Fleet Maintenance Fund 660246 INS CLAIM NO. 2020010 WINDSHIELD \$266.66

DECKER AUTO GLASS, I - Total For Fleet Maintenance Fund \$2,390.30

**DECKER AUTO GLASS, I - ALL DEPARTMENTS \$2,390.30**

### DELL MARKETING LP

DELL MARKETING LP Fire-EMS Administration Adobe Acrobat Pro New Subscription \$181.52

DELL MARKETING LP - Total For Fire-EMS Administration \$181.52

DELL MARKETING LP Planning COMPUTERS,COMPUTER PERIPHERAL EQUI (Au \$29.64

DELL MARKETING LP - Total For Planning \$29.64

**DELL MARKETING LP - ALL DEPARTMENTS \$211.16**

## DENNIS SUPPLY CO.

DENNIS SUPPLY CO.	Buildings & Structures Fund	Supplies	\$125.50
DENNIS SUPPLY CO.	Buildings & Structures Fund	Supplies	\$110.50
DENNIS SUPPLY CO.	Buildings & Structures Fund	Timer Module	\$89.31

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*DENNIS SUPPLY CO. - Total For Buildings & Structures Fund* \$325.31

**DENNIS SUPPLY CO. - ALL DEPARTMENTS** \$325.31

## DOORWAYS OF WYOMING

DOORWAYS OF WYOMING	Buildings & Structures Fund	Hinges for Salt Shed door replacement	\$60.03
DOORWAYS OF WYOMING	Buildings & Structures Fund	Replacement door for Marion Kreiner Pool	\$605.00

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*DOORWAYS OF WYOMING - Total For Buildings & Structures Fund* \$665.03

**DOORWAYS OF WYOMING - ALL DEPARTMENTS** \$665.03

## DPC INDUSTRIES, INC.

DPC INDUSTRIES, INC.	Regional Water Operations	Sodium Hypohlorite 9/9/20	\$7,644.44
DPC INDUSTRIES, INC.	Regional Water Operations	Sodium Hypochlorite 8/25/20	\$7,693.47

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*DPC INDUSTRIES, INC. - Total For Regional Water Operations* \$15,337.91

**DPC INDUSTRIES, INC. - ALL DEPARTMENTS** \$15,337.91

## DTV DIRECTV SERVICE

DTV DIRECTV SERVICE	Public Safety Communication	cable	\$104.39
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*DTV DIRECTV SERVICE - Total For Public Safety Communications* \$104.39

**DTV DIRECTV SERVICE - ALL DEPARTMENTS** \$104.39

## E KUBICZ CONSULTING

E KUBICZ CONSULTING	Police Administration	Services	\$1,172.10
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*E KUBICZ CONSULTING - Total For Police Administration* \$1,172.10

**E KUBICZ CONSULTING - ALL DEPARTMENTS** \$1,172.10

## E&F HOLDING CO.

E&F HOLDING CO.	Fleet Maintenance Fund	5 TOWING INVOICES, 222280, 111101, 660229,	\$800.00
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E&F HOLDING CO.	Fleet Maintenance Fund	DUPLICATE CHARGE, SEE CREDIT	\$1,500.00
E&F HOLDING CO.	Fleet Maintenance Fund	CREDIT FOR DUPLICATE CHARGE	(\$1,500.00)
<i>E&amp;F HOLDING CO. - Total For Fleet Maintenance Fund</i>			<i>\$800.00</i>
E&F HOLDING CO.	Police Administration	towing for investigative purposes	\$240.00
<i>E&amp;F HOLDING CO. - Total For Police Administration</i>			<i>\$240.00</i>
E&F HOLDING CO.	Property Insurance Fund	5 TOWING INVOICES, 222280, 111101, 660229,	\$700.00
<i>E&amp;F HOLDING CO. - Total For Property Insurance Fund</i>			<i>\$700.00</i>
<b>E&amp;F HOLDING CO. - ALL DEPARTMENTS</b>			<b>\$1,740.00</b>

## EATON SALES & SVC.,

EATON SALES & SVC.,	Fleet Maintenance Fund	INS CLAIM FUEL PUMP #3 & SVC VEEDER ROOT	\$108.00
EATON SALES & SVC.,	Fleet Maintenance Fund	INS CLAIM FUEL PUMP #3 & SVC VEEDER ROOT	\$374.64
<i>EATON SALES &amp; SVC., - Total For Fleet Maintenance Fund</i>			<i>\$482.64</i>
<b>EATON SALES &amp; SVC., - ALL DEPARTMENTS</b>			<b>\$482.64</b>

## EMPLOYEE REIMBURSEME

EMPLOYEE REIMBURSEME	Balefill - Disposal & Landfill	Boot Reimbursement	\$130.49
<i>EMPLOYEE REIMBURSEME - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$130.49</i>
EMPLOYEE REIMBURSEME	Fire-EMS Administration	Shipping Reimbursement	\$7.19
<i>EMPLOYEE REIMBURSEME - Total For Fire-EMS Administration</i>			<i>\$7.19</i>
EMPLOYEE REIMBURSEME	Police Administration	Clothing Reimbursement	\$393.71
EMPLOYEE REIMBURSEME	Police Administration	Clothing Reimbursement	\$110.22
<i>EMPLOYEE REIMBURSEME - Total For Police Administration</i>			<i>\$503.93</i>
EMPLOYEE REIMBURSEME	Refuse - Commercial	Boot Reimbursement	\$107.09
<i>EMPLOYEE REIMBURSEME - Total For Refuse - Commercial</i>			<i>\$107.09</i>
EMPLOYEE REIMBURSEME	Sewer Wastewater Collection	Boot Reimbursement	\$150.00
<i>EMPLOYEE REIMBURSEME - Total For Sewer Wastewater Collection</i>			<i>\$150.00</i>
EMPLOYEE REIMBURSEME	Water Administration	Notary renewal, bond, & recording fees	\$98.00
<i>EMPLOYEE REIMBURSEME - Total For Water Administration</i>			<i>\$98.00</i>
EMPLOYEE REIMBURSEME	Water Distribution	Boot Reimbursement	\$150.00
EMPLOYEE REIMBURSEME	Water Distribution	Boot Reimbursement	\$150.00
EMPLOYEE REIMBURSEME	Water Distribution	Dist Systems Exams	\$200.00
EMPLOYEE REIMBURSEME	Water Distribution	Boot Reimbursement	\$150.00
<i>EMPLOYEE REIMBURSEME - Total For Water Distribution</i>			<i>\$650.00</i>



**EMPLOYEE REIMBURSEME - ALL DEPARTMENTS**

\$1,646.70

**ENERGY LABORATORIES**

ENERGY LABORATORIES	Fire-EMS Operations	Natural Gas Analysis for Station 1,6 and the Air	\$306.00
<i>ENERGY LABORATORIES - Total For Fire-EMS Operations</i>			<i>\$306.00</i>
ENERGY LABORATORIES	Regional Water Operations	Lab Test TOC ALK	\$84.00
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	\$231.00
ENERGY LABORATORIES	Regional Water Operations	Lab Test BCT	\$22.00
ENERGY LABORATORIES	Regional Water Operations	Lab test TSS	\$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	\$37.00
<i>ENERGY LABORATORIES - Total For Regional Water Operations</i>			<i>\$1,377.00</i>
ENERGY LABORATORIES	WWTP Operations	TESTING LABORATORIES (NON-MEDICAL)	\$152.00
<i>ENERGY LABORATORIES - Total For WWTP Operations</i>			<i>\$152.00</i>
<b>ENERGY LABORATORIES - ALL DEPARTMENTS</b>			<b>\$1,835.00</b>

**ENERGY LABRATORIES I**

ENERGY LABRATORIES I	Water Tanks	Testing	\$352.00
ENERGY LABRATORIES I	Water Tanks	Testing	\$126.00
ENERGY LABRATORIES I	Water Tanks	Testing	\$84.00
ENERGY LABRATORIES I	Water Tanks	Testing	\$330.00
ENERGY LABRATORIES I	Water Tanks	Testing	\$42.00
ENERGY LABRATORIES I	Water Tanks	Testing	\$286.00
ENERGY LABRATORIES I	Water Tanks	Testing	\$352.00
ENERGY LABRATORIES I	Water Tanks	Testing	\$84.00
ENERGY LABRATORIES I	Water Tanks	Testing	\$126.00
ENERGY LABRATORIES I	Water Tanks	Testing	\$42.00
ENERGY LABRATORIES I	Water Tanks	Testing	\$126.00
ENERGY LABRATORIES I	Water Tanks	Testing	\$126.00
<i>ENERGY LABRATORIES I - Total For Water Tanks</i>			<i>\$2,076.00</i>

**ENERGY LABRATORIES I - ALL DEPARTMENTS**

\$2,076.00

**ENGINEERING DESIGN A**

ENGINEERING DESIGN A	Capital Projects Fund	Design of Athletic Fields Ligh	\$3,132.50
ENGINEERING DESIGN A	Capital Projects Fund	HVAC Design/CA at Aquatics and	\$250.00
<i>ENGINEERING DESIGN A - Total For Capital Projects Fund</i>			<i>\$3,382.50</i>

**ENGINEERING DESIGN A - ALL DEPARTMENTS**

\$3,382.50

**ENVIRONMENTAL EXPRES**

ENVIRONMENTAL EXPRES	WWTP Operations	Lab supplies	\$139.70
<i>ENVIRONMENTAL EXPRES - Total For WWTP Operations</i>			<i>\$139.70</i>

**ENVIRONMENTAL EXPRES - ALL DEPARTMENTS**

\$139.70

**EUROFINS EATON ANALY**

EUROFINS EATON ANALY	Regional Water Operations	Lab Test Bromate	\$200.00
<i>EUROFINS EATON ANALY - Total For Regional Water Operations</i>			<i>\$200.00</i>

**EUROFINS EATON ANALY - ALL DEPARTMENTS**

\$200.00

**EXXONMOBIL**

EXXONMOBIL	Fire-EMS Operations	Good 2 Go - Fuel	\$5.75
EXXONMOBIL	Fire-EMS Operations	Good 2 Go - Fuel	\$55.16
EXXONMOBIL	Fire-EMS Operations	Good 2 Go - Fuel	\$44.28
EXXONMOBIL	Fire-EMS Operations	Good 2 Go - Fuel	\$23.96
EXXONMOBIL	Fire-EMS Operations	Good 2 Go - Fuel	\$30.12
EXXONMOBIL	Fire-EMS Operations	Good 2 Go - Fuel	\$31.42
EXXONMOBIL	Fire-EMS Operations	Good 2 Go - Fuel	\$14.04
EXXONMOBIL	Fire-EMS Operations	Good 2 Go - Fuel	\$27.84
EXXONMOBIL	Fire-EMS Operations	Good 2 Go - Fuel	\$30.63
EXXONMOBIL	Fire-EMS Operations	Good 2 Go - Fuel	\$42.83
EXXONMOBIL	Fire-EMS Operations	Good 2 Go - Fuel	\$27.60
EXXONMOBIL	Fire-EMS Operations	Good 2 Go - Fuel	\$25.78
EXXONMOBIL	Fire-EMS Operations	Good 2 Go - Fuel	\$20.58
EXXONMOBIL	Fire-EMS Operations	Good to Go - Fuel	\$44.72

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EXXONMOBIL - Total For Fire-EMS Operations \$424.71

**EXXONMOBIL - ALL DEPARTMENTS \$424.71**

### **FASTENAL COMPANY**

FASTENAL COMPANY Police Federal Grants disposable gloves \$59.40

FASTENAL COMPANY Police Federal Grants disposable gloves \$59.40

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*FASTENAL COMPANY - Total For Police Federal Grants \$118.80*

FASTENAL COMPANY Water Distribution Jam Nylok clamps \$4.94

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*FASTENAL COMPANY - Total For Water Distribution \$4.94*

**FASTENAL COMPANY - ALL DEPARTMENTS \$123.74**

### **FEDEX 396067547496**

FEDEX 396067547496 Fire-EMS Administration Shipping Airpacks for repair \$81.89

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*FEDEX 396067547496 - Total For Fire-EMS Administration \$81.89*

**FEDEX 396067547496 - ALL DEPARTMENTS \$81.89**

### **FEDEX 396858336457**

FEDEX 396858336457 Finance Overnight Delivery - COVID SLIB grant applicatio \$39.11

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*FEDEX 396858336457 - Total For Finance \$39.11*

**FEDEX 396858336457 - ALL DEPARTMENTS \$39.11**

### **FEDEX 940508231105**

FEDEX 940508231105 Fire-EMS Administration Shipping Airpacks for repair \$31.49

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*FEDEX 940508231105 - Total For Fire-EMS Administration \$31.49*

**FEDEX 940508231105 - ALL DEPARTMENTS \$31.49**

### **FEDEX 95578838**

FEDEX 95578838 Water Administration Overnight Shipping for HDR Contract \$61.36

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*FEDEX 95578838 - Total For Water Administration \$61.36*

**FEDEX 95578838 - ALL DEPARTMENTS \$61.36**

## FEDEX OFFIC942000094

FEDEX OFFIC942000094	Balefill - Disposal & Landfill	PRINTS OF LANDFILL AND TRANS STATION	\$603.00
<i>FEDEX OFFIC942000094 - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$603.00</i>
<b>FEDEX OFFIC942000094 - ALL DEPARTMENTS</b>			<b>\$603.00</b>

## FERGUSON ENTERPRISES

FERGUSON ENTERPRISES	Buildings & Structures Fund	Supplies to assist with PV Pool lining project	\$474.95
<i>FERGUSON ENTERPRISES - Total For Buildings &amp; Structures Fund</i>			<i>\$474.95</i>
FERGUSON ENTERPRISES	Sewer Wastewater Collection	shear guards	\$177.50
FERGUSON ENTERPRISES	Sewer Wastewater Collection	sewer plugs for 1st/David abandonment	\$98.60
FERGUSON ENTERPRISES	Sewer Wastewater Collection	water meter for 660316	\$1,374.00
<i>FERGUSON ENTERPRISES - Total For Sewer Wastewater Collection</i>			<i>\$1,650.10</i>
FERGUSON ENTERPRISES	Water Distribution	Blue wire flags	\$8.86
<i>FERGUSON ENTERPRISES - Total For Water Distribution</i>			<i>\$8.86</i>
FERGUSON ENTERPRISES	Water Meters	Gaskets	\$21.88
<i>FERGUSON ENTERPRISES - Total For Water Meters</i>			<i>\$21.88</i>
FERGUSON ENTERPRISES	WWTP Operations	PVC pipe	\$33.03
<i>FERGUSON ENTERPRISES - Total For WWTP Operations</i>			<i>\$33.03</i>
<b>FERGUSON ENTERPRISES - ALL DEPARTMENTS</b>			<b>\$2,188.82</b>

## FIRST DATA MERCHANT

FIRST DATA MERCHANT	Cemetery	August 2020 Fee	\$19.95
<i>FIRST DATA MERCHANT - Total For Cemetery</i>			<i>\$19.95</i>
<b>FIRST DATA MERCHANT - ALL DEPARTMENTS</b>			<b>\$19.95</b>

## FORMS FULFILLMENT CE

FORMS FULFILLMENT CE	Finance	Check Stock Order - Tyler Forms	\$283.60
<i>FORMS FULFILLMENT CE - Total For Finance</i>			<i>\$283.60</i>
<b>FORMS FULFILLMENT CE - ALL DEPARTMENTS</b>			<b>\$283.60</b>

## FREMONT MOTOR CASPER

FREMONT MOTOR CASPER	Fleet Maintenance Fund	141418 PTO LINES LEAKING	\$140.40
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<i>FREMONT MOTOR CASPER - Total For Fleet Maintenance Fund</i>	<i>\$140.40</i>
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<b>FREMONT MOTOR CASPER - ALL DEPARTMENTS</b>	<b>\$140.40</b>
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## **FUGRO USA LAND INC**

FUGRO USA LAND INC	Metropolitan Planning Org	Aerial Flight Project	\$4,154.21
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<i>FUGRO USA LAND INC - Total For Metropolitan Planning Org</i>	<i>\$4,154.21</i>
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<b>FUGRO USA LAND INC - ALL DEPARTMENTS</b>	<b>\$4,154.21</b>
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## **GALLES GREENHOUSE AN**

GALLES GREENHOUSE AN	Parks - Parks Maint.	Potting Soil	\$110.35
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<i>GALLES GREENHOUSE AN - Total For Parks - Parks Maint.</i>	<i>\$110.35</i>
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<b>GALLES GREENHOUSE AN - ALL DEPARTMENTS</b>	<b>\$110.35</b>
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## **GALLS, INC.**

GALLS, INC.	Metro Animal Control	Uniforms	\$94.50
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GALLS, INC.	Metro Animal Control	Uniforms	\$112.50
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GALLS, INC.	Metro Animal Control	Uniforms	\$186.30
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GALLS, INC.	Metro Animal Control	Uniforms	\$164.85
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<i>GALLS, INC. - Total For Metro Animal Control</i>	<i>\$558.15</i>
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GALLS, INC.	Police Administration	Uniforms	\$118.50
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GALLS, INC.	Police Administration	Uniforms	\$111.80
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GALLS, INC.	Police Administration	Uniforms	\$111.80
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GALLS, INC.	Police Administration	Uniforms	\$54.00
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GALLS, INC.	Police Administration	Uniforms	\$190.60
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GALLS, INC.	Police Administration	Uniforms	\$40.50
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GALLS, INC.	Police Administration	Uniforms	\$316.70
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GALLS, INC.	Police Administration	Uniforms	\$220.50
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GALLS, INC.	Police Administration	Uniforms	\$111.80
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GALLS, INC.	Police Administration	Uniforms	\$34.20
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GALLS, INC.	Police Administration	Uniforms	\$63.00
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<i>GALLS, INC. - Total For Police Administration</i>	<i>\$1,373.40</i>
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<b>GALLS, INC. - ALL DEPARTMENTS</b>	<b>\$1,931.55</b>
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## G-C BUILDING SUPPLY

G-C BUILDING SUPPLY	Refuse - Commercial	Repairs	\$596.76
<i>G-C BUILDING SUPPLY - Total For Refuse - Commercial</i>			\$596.76
<b>G-C BUILDING SUPPLY - ALL DEPARTMENTS</b>			<b>\$596.76</b>

## GEOTEC INDUSTRIAL SU

GEOTEC INDUSTRIAL SU	Hogadon - Operations	Animal Grates for drain Pipes	\$200.56
<i>GEOTEC INDUSTRIAL SU - Total For Hogadon - Operations</i>			\$200.56
<b>GEOTEC INDUSTRIAL SU - ALL DEPARTMENTS</b>			<b>\$200.56</b>

## GOLDER ASSOCIATES

GOLDER ASSOCIATES	Balefill - Disposal & Landfill	Emissions testing	\$110.78
GOLDER ASSOCIATES	Balefill - Disposal & Landfill	Gems S028759-5-Year Air Emissi	\$231.25
GOLDER ASSOCIATES	Balefill - Disposal & Landfill	SW Monitoring Ntwrk Upgrds & C	\$4,541.56
GOLDER ASSOCIATES	Balefill - Disposal & Landfill	SW Monitoring Ntwrk Upgrds & C	\$50,338.00
GOLDER ASSOCIATES	Balefill - Disposal & Landfill	Gems S028770-5-Year Closed Bal	\$1,368.92
GOLDER ASSOCIATES	Balefill - Disposal & Landfill	The City is undertaking a proj	\$1,935.00
<i>GOLDER ASSOCIATES - Total For Balefill - Disposal &amp; Landfill</i>			\$58,525.51
<b>GOLDER ASSOCIATES - ALL DEPARTMENTS</b>			<b>\$58,525.51</b>

## GRAINGER, INC.

GRAINGER, INC.	Balefill - Baler Processing	Safety Cabinet	\$663.28
<i>GRAINGER, INC. - Total For Balefill - Baler Processing</i>			\$663.28
GRAINGER, INC.	Balefill - Disposal & Landfill	Sign	\$2.70
<i>GRAINGER, INC. - Total For Balefill - Disposal &amp; Landfill</i>			\$2.70
GRAINGER, INC.	Buildings & Structures Fund	Motor	\$77.59
<i>GRAINGER, INC. - Total For Buildings &amp; Structures Fund</i>			\$77.59
GRAINGER, INC.	Fleet Maintenance Fund	151572 ELEC MOTOR	\$230.21
<i>GRAINGER, INC. - Total For Fleet Maintenance Fund</i>			\$230.21
GRAINGER, INC.	Golf - Operations	GOLF COURSE CORDLESS GREASE GUN KIT	\$179.00
<i>GRAINGER, INC. - Total For Golf - Operations</i>			\$179.00
GRAINGER, INC.	Hogadon - Operations	Lift supplies	\$14.11
GRAINGER, INC.	Hogadon - Operations	CREDIT Lift	(\$85.24)

<i>GRAINGER, INC. - Total For Hogadon - Operations</i>			<i>(\$71.13)</i>
GRAINGER, INC.	WWTP Operations	Filters	\$13.26
GRAINGER, INC.	WWTP Operations	Air filters	\$117.36
GRAINGER, INC.	WWTP Operations	antifreeze	\$53.00
GRAINGER, INC.	WWTP Operations	Air filters	\$198.90
GRAINGER, INC.	WWTP Operations	Air filters	\$97.92
<i>GRAINGER, INC. - Total For WWTP Operations</i>			<i>\$480.44</i>
<b>GRAINGER, INC. - ALL DEPARTMENTS</b>			<b>\$1,562.09</b>

## GRIZZLY EXCAVATING &

GRIZZLY EXCAVATING &	Streets	Asphalt	\$408.54
GRIZZLY EXCAVATING &	Streets	Asphalt	\$1,149.14
<i>GRIZZLY EXCAVATING &amp; - Total For Streets</i>			<i>\$1,557.68</i>
<b>GRIZZLY EXCAVATING &amp; - ALL DEPARTMENTS</b>			<b>\$1,557.68</b>

## GUS GLOBALSTAR USA

GUS GLOBALSTAR USA	Public Safety Communication	satelite service in command bus	\$377.34
<i>GUS GLOBALSTAR USA - Total For Public Safety Communications</i>			<i>\$377.34</i>
<b>GUS GLOBALSTAR USA - ALL DEPARTMENTS</b>			<b>\$377.34</b>

## HAASS CONSTRUCTION C

HAASS CONSTRUCTION C	Capital Projects Fund	Casper Ice Arena Chiller Repla	\$75,833.49
<i>HAASS CONSTRUCTION C - Total For Capital Projects Fund</i>			<i>\$75,833.49</i>
<b>HAASS CONSTRUCTION C - ALL DEPARTMENTS</b>			<b>\$75,833.49</b>

## HACH CO., CORP.

HACH CO., CORP.	WWTP Operations	Hach WIMS database software	\$886.00
HACH CO., CORP.	WWTP Operations	Hach WIMS database software	\$1,443.00
<i>HACH CO., CORP. - Total For WWTP Operations</i>			<i>\$2,329.00</i>
<b>HACH CO., CORP. - ALL DEPARTMENTS</b>			<b>\$2,329.00</b>

## HAJOCA KEENAN SUPP

Hajoca Keenan Supp	WWTP Operations	Expansion joint	\$490.00
Hajoca Keenan Supp	WWTP Operations	Flange	\$163.38
<i>Hajoca Keenan Supp - Total For WWTP Operations</i>			<i>\$653.38</i>
<b>Hajoca Keenan Supp - All Departments</b>			<b>\$653.38</b>

## HARBOR FREIGHT TOOLS

Harbor Freight Tools	Fire-EMS Operations	Station Supplies	\$61.96
<i>Harbor Freight Tools - Total For Fire-EMS Operations</i>			<i>\$61.96</i>
Harbor Freight Tools	Metro Animal Control	tarp for skunks	\$17.94
<i>Harbor Freight Tools - Total For Metro Animal Control</i>			<i>\$17.94</i>
Harbor Freight Tools	Parks - Parks Maint.	Tools	\$62.97
Harbor Freight Tools	Parks - Parks Maint.	SAE socket sets	\$37.98
<i>Harbor Freight Tools - Total For Parks - Parks Maint.</i>			<i>\$100.95</i>
Harbor Freight Tools	Regional Water Operations	tools	\$19.99
<i>Harbor Freight Tools - Total For Regional Water Operations</i>			<i>\$19.99</i>
<b>Harbor Freight Tools - All Departments</b>			<b>\$200.84</b>

## HAWKINS, INC.

Hawkins, Inc.	Aquatics - Operations	Aquatic Center Chemicals	\$2,478.05
<i>Hawkins, Inc. - Total For Aquatics - Operations</i>			<i>\$2,478.05</i>
Hawkins, Inc.	Aquatics - Pool	Marion Kreiner Splash Pad Chemicals	\$142.25
<i>Hawkins, Inc. - Total For Aquatics - Pool</i>			<i>\$142.25</i>
Hawkins, Inc.	Regional Water Operations	Poly Pump Parts	\$98.48
<i>Hawkins, Inc. - Total For Regional Water Operations</i>			<i>\$98.48</i>
<b>Hawkins, Inc. - All Departments</b>			<b>\$2,718.78</b>

## HDR ENGINEERING, INC

HDR Engineering, Inc	Capital Projects Fund	Design of Paradise Valley to R	\$7,954.90
HDR Engineering, Inc	Capital Projects Fund	Design of Paradise Valley to R	\$3,469.85
<i>HDR Engineering, Inc - Total For Capital Projects Fund</i>			<i>\$11,424.75</i>
HDR Engineering, Inc	Water Tanks	Water Rights Studies	\$600.43
<i>HDR Engineering, Inc - Total For Water Tanks</i>			<i>\$600.43</i>



**HDR ENGINEERING, INC - ALL DEPARTMENTS**

\$12,025.18

**HENSLEY BATTERY&ELEC**

HENSLEY BATTERY&ELEC	WWTP Operations	Batteries	\$69.60
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<i>HENSLEY BATTERY&amp;ELEC - Total For WWTP Operations</i>			\$69.60
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**HENSLEY BATTERY&ELEC - ALL DEPARTMENTS**

\$69.60

**HERCULES INDUSTRIES**

HERCULES INDUSTRIES	Buildings & Structures Fund	Micron Guage	\$154.27
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HERCULES INDUSTRIES	Buildings & Structures Fund	Supplies	\$37.90
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HERCULES INDUSTRIES	Buildings & Structures Fund	Pipe	\$20.90
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HERCULES INDUSTRIES	Buildings & Structures Fund	Supplies	\$43.69
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<i>HERCULES INDUSTRIES - Total For Buildings &amp; Structures Fund</i>			\$256.76
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**HERCULES INDUSTRIES - ALL DEPARTMENTS**

\$256.76

**HIGH PLAINS CONSTRUC**

HIGH PLAINS CONSTRUC	Water Tanks	CY Booster Station Replacement	220,790.00
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<i>HIGH PLAINS CONSTRUC - Total For Water Tanks</i>			\$220,790.00
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**HIGH PLAINS CONSTRUC - ALL DEPARTMENTS**

\$220,790.00

**HILTON HOTELS**

HILTON HOTELS	Police Administration	room for guest instructor	\$209.28
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<i>HILTON HOTELS - Total For Police Administration</i>			\$209.28
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**HILTON HOTELS - ALL DEPARTMENTS**

\$209.28

**HOMAX OIL SALES INC**

HOMAX OIL SALES INC	Water Distribution	Dynalife grease	\$26.73
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<i>HOMAX OIL SALES INC - Total For Water Distribution</i>			\$26.73
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**HOMAX OIL SALES INC - ALL DEPARTMENTS**

\$26.73

**HOMAX OIL SALES, INC**

HOMAX OIL SALES, INC	Golf - Operations	Fuel	\$1,560.89
<i>HOMAX OIL SALES, INC - Total For Golf - Operations</i>			<i>\$1,560.89</i>
<b>HOMAX OIL SALES, INC - ALL DEPARTMENTS</b>			<b>\$1,560.89</b>

## HONNEN EQUIPMENT CO.

HONNEN EQUIPMENT CO.	Fleet Maintenance Fund	660165 REPLACE BUCKET CYL	\$820.38
<i>HONNEN EQUIPMENT CO. - Total For Fleet Maintenance Fund</i>			<i>\$820.38</i>
<b>HONNEN EQUIPMENT CO. - ALL DEPARTMENTS</b>			<b>\$820.38</b>

## HOSE & RUBBER SUPPLY

HOSE & RUBBER SUPPLY	WWTP Regional Interceptors	Belt	\$8.09
<i>HOSE &amp; RUBBER SUPPLY - Total For WWTP Regional Interceptors</i>			<i>\$8.09</i>
<b>HOSE &amp; RUBBER SUPPLY - ALL DEPARTMENTS</b>			<b>\$8.09</b>

## HOTSY EQUIPMENT OF W

HOTSY EQUIPMENT OF W	Metro Animal Shelter	hose for hotsy equipment	\$225.00
<i>HOTSY EQUIPMENT OF W - Total For Metro Animal Shelter</i>			<i>\$225.00</i>
<b>HOTSY EQUIPMENT OF W - ALL DEPARTMENTS</b>			<b>\$225.00</b>

## HOWARD SUPPLY COMPAN

HOWARD SUPPLY COMPAN	Water Distribution	Pulling cable	\$75.28
<i>HOWARD SUPPLY COMPAN - Total For Water Distribution</i>			<i>\$75.28</i>
<b>HOWARD SUPPLY COMPAN - ALL DEPARTMENTS</b>			<b>\$75.28</b>

## IAAI

IAAI	Fire-EMS Administration	Annual Membership Fee	\$120.00
<i>IAAI - Total For Fire-EMS Administration</i>			<i>\$120.00</i>
<b>IAAI - ALL DEPARTMENTS</b>			<b>\$120.00</b>

## INBERG-MILLER ENGINE

INBERG-MILLER ENGINE	Capital Projects Fund	Materials Testing for Hogadon Parking Lot	\$1,907.00
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INBERG-MILLER ENGINE	Capital Projects Fund	Materials Testing for Hogadon - Cylinder breaks	\$190.00
<i>INBERG-MILLER ENGINE - Total For Capital Projects Fund</i>			<i>\$2,097.00</i>
INBERG-MILLER ENGINE	Water Distribution	laboratory testing of street construction	\$670.00
<i>INBERG-MILLER ENGINE - Total For Water Distribution</i>			<i>\$670.00</i>
<b>INBERG-MILLER ENGINE - ALL DEPARTMENTS</b>			<b>\$2,767.00</b>

## INGRAM BOOK COMPANY

INGRAM BOOK COMPANY	General Fund Revenue	Books for resale in museum store	\$56.67
INGRAM BOOK COMPANY	General Fund Revenue	Books for resale in museum store	\$89.48
INGRAM BOOK COMPANY	General Fund Revenue	Books for resale in Museum store	\$26.21
<i>INGRAM BOOK COMPANY - Total For General Fund Revenue</i>			<i>\$172.36</i>
<b>INGRAM BOOK COMPANY - ALL DEPARTMENTS</b>			<b>\$172.36</b>

## INLAND TRUCK PARTS C

INLAND TRUCK PARTS C	Refuse - Commercial	Repairs	\$225.03
<i>INLAND TRUCK PARTS C - Total For Refuse - Commercial</i>			<i>\$225.03</i>
<b>INLAND TRUCK PARTS C - ALL DEPARTMENTS</b>			<b>\$225.03</b>

## INSTACART

INSTACART	Balefill - Disposal & Landfill	SCALE HOUSE SUPPLIES	\$178.23
<i>INSTACART - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$178.23</i>
<b>INSTACART - ALL DEPARTMENTS</b>			<b>\$178.23</b>

## INTERSTATE ALL BATTE

INTERSTATE ALL BATTE	Rec Center - Operations	Batteries for Fire Key Pads	\$60.10
<i>INTERSTATE ALL BATTE - Total For Rec Center - Operations</i>			<i>\$60.10</i>
INTERSTATE ALL BATTE	Regional Water Operations	Batteries for exit signs	\$173.50
INTERSTATE ALL BATTE	Regional Water Operations	Batteries for Exit signs	\$86.75
<i>INTERSTATE ALL BATTE - Total For Regional Water Operations</i>			<i>\$260.25</i>
<b>INTERSTATE ALL BATTE - ALL DEPARTMENTS</b>			<b>\$320.35</b>

## INT'L CODE COUNCIL I

INT'L CODE COUNCIL I	Code Enforcement	MEMBER DUES - ICC	\$145.00
<i>INT'L CODE COUNCIL I - Total For Code Enforcement</i>			<i>\$145.00</i>
<b>INT'L CODE COUNCIL I - ALL DEPARTMENTS</b>			<b>\$145.00</b>

## INTUIT, INC.

INTUIT, INC.	Balefill - Baler Processing	BALER BUILDING DUST EVAC SYSTEM WORK	\$180.00
INTUIT, INC.	Balefill - Baler Processing	WORK ON DUST EVAC SYSTEM TUBE BALER	\$200.00
<i>INTUIT, INC. - Total For Balefill - Baler Processing</i>			<i>\$380.00</i>
INTUIT, INC.	Balefill - Disposal & Landfill	new rails on scales	\$580.00
<i>INTUIT, INC. - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$580.00</i>
INTUIT, INC.	Police Administration	THE BLUE LINE - JOB POSTING	\$199.00
<i>INTUIT, INC. - Total For Police Administration</i>			<i>\$199.00</i>
INTUIT, INC.	Public Safety Communication	ac repair	\$640.96
INTUIT, INC.	Public Safety Communication	ac repair at dispatch	\$195.64
INTUIT, INC.	Public Safety Communication	ac repair at dispatch	\$1,100.00
<i>INTUIT, INC. - Total For Public Safety Communications</i>			<i>\$1,936.60</i>
INTUIT, INC.	Regional Water Operations	HVAC repair	\$258.13
<i>INTUIT, INC. - Total For Regional Water Operations</i>			<i>\$258.13</i>
INTUIT, INC.	Sewer Wastewater Collection	CCTV repair parts	\$1,425.90
<i>INTUIT, INC. - Total For Sewer Wastewater Collection</i>			<i>\$1,425.90</i>
INTUIT, INC.	WWTP Pretreatment	Printed manifests	\$597.00
<i>INTUIT, INC. - Total For WWTP Pretreatment</i>			<i>\$597.00</i>
<b>INTUIT, INC. - ALL DEPARTMENTS</b>			<b>\$5,376.63</b>

## IPMA-HR

IPMA-HR	Human Resources	IMPA-HR MEMBERSHIP (BELSER)	\$114.00
<i>IPMA-HR - Total For Human Resources</i>			<i>\$114.00</i>
<b>IPMA-HR - ALL DEPARTMENTS</b>			<b>\$114.00</b>

## JACK'S TRUCK & EQUIP

JACK'S TRUCK & EQUIP	Refuse - Residential	Air Filters	\$46.44
<i>JACK'S TRUCK &amp; EQUIP - Total For Refuse - Residential</i>			<i>\$46.44</i>

**JACK'S TRUCK & EQUIP - ALL DEPARTMENTS** \$46.44

**JC GOLF ACCESSORIES**

JC GOLF ACCESSORIES Golf SPORTING GOODS STORES \$173.04

*JC GOLF ACCESSORIES - Total For Golf* \$173.04

**JC GOLF ACCESSORIES - ALL DEPARTMENTS** \$173.04

**JDC INVESTIGATIONS L**

JDC INVESTIGATIONS L Fire-EMS Training Background checks \$500.00

*JDC INVESTIGATIONS L - Total For Fire-EMS Training* \$500.00

**JDC INVESTIGATIONS L - ALL DEPARTMENTS** \$500.00

**JKC ENGINEERING**

JKC ENGINEERING Balefill - Disposal & Landfill Annual Aerial Survey 19-070 \$195.00

*JKC ENGINEERING - Total For Balefill - Disposal & Landfill* \$195.00

**JKC ENGINEERING - ALL DEPARTMENTS** \$195.00

**KELLY'S ALIGNMENT**

KELLY'S ALIGNMENT Fleet Maintenance Fund 230074 ALIGNMENT \$105.00

KELLY'S ALIGNMENT Fleet Maintenance Fund 101238 ALIGNMENT \$105.00

KELLY'S ALIGNMENT Fleet Maintenance Fund 230091 ALIGNMENT \$105.00

KELLY'S ALIGNMENT Fleet Maintenance Fund 101210 ALIGNMENT \$65.00

*KELLY'S ALIGNMENT - Total For Fleet Maintenance Fund* \$380.00

**KELLY'S ALIGNMENT - ALL DEPARTMENTS** \$380.00

**KNIFE RIVER/JTL**

KNIFE RIVER/JTL Capital Projects Fund Contract Withholding: 21300007 \$15,332.15

*KNIFE RIVER/JTL - Total For Capital Projects Fund* \$15,332.15

KNIFE RIVER/JTL Streets Plant Mix \$232.58

KNIFE RIVER/JTL Streets Plant Mix \$350.32

KNIFE RIVER/JTL Streets Plant Mix \$236.06

KNIFE RIVER/JTL Streets Crushed Rock \$1,421.37

KNIFE RIVER/JTL	Streets	Plant mix	\$10,899.94
KNIFE RIVER/JTL	Streets	Plant Mix	\$705.28
KNIFE RIVER/JTL	Streets	Plant mix	\$368.30
<i>KNIFE RIVER/JTL - Total For Streets</i>			<i>\$14,213.85</i>
KNIFE RIVER/JTL	Weed & Pest Fund	Product	\$2,334.45
<i>KNIFE RIVER/JTL - Total For Weed &amp; Pest Fund</i>			<i>\$2,334.45</i>
<b>KNIFE RIVER/JTL - ALL DEPARTMENTS</b>			<b>\$31,880.45</b>

## KTWO TELEVISION

KTWO TELEVISION	Balefill - Disposal & Landfill	Television Advertising-compost sale	\$500.00
<i>KTWO TELEVISION - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$500.00</i>
<b>KTWO TELEVISION - ALL DEPARTMENTS</b>			<b>\$500.00</b>

## KUBWATER RESOURCES,

KUBWATER RESOURCES,	WWTP Operations	Polymer for dewatering	\$5,618.85
KUBWATER RESOURCES,	WWTP Operations	Polymer for dewatering	\$5,618.85
<i>KUBWATER RESOURCES, - Total For WWTP Operations</i>			<i>\$11,237.70</i>
<b>KUBWATER RESOURCES, - ALL DEPARTMENTS</b>			<b>\$11,237.70</b>

## L.N. CURTIS & SONS I

L.N. CURTIS & SONS I	Capital Projects Fund	Globe Turnout Gear	158,720.00
<i>L.N. CURTIS &amp; SONS I - Total For Capital Projects Fund</i>			<i>\$158,720.00</i>
<b>L.N. CURTIS &amp; SONS I - ALL DEPARTMENTS</b>			<b>\$158,720.00</b>

## LISA'S SPIC N SPAN

LISA'S SPIC N SPAN	Balefill - Disposal & Landfill	Services 9/14 - 9/20/20	\$45.00
<i>LISA'S SPIC N SPAN - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$45.00</i>
LISA'S SPIC N SPAN	Refuse - Commercial	8/31 - 09/06 services	\$105.00
<i>LISA'S SPIC N SPAN - Total For Refuse - Commercial</i>			<i>\$105.00</i>
LISA'S SPIC N SPAN	Refuse - Recycling	Services 09/07 -09/13/20	\$45.00
LISA'S SPIC N SPAN	Refuse - Recycling	Services 9/14 - 9/20/20	\$60.00
<i>LISA'S SPIC N SPAN - Total For Refuse - Recycling</i>			<i>\$105.00</i>
LISA'S SPIC N SPAN	Social Community Services	8/31 - 09/06 services	\$395.00

LISA'S SPIC N SPAN	Social Community Services	Services 09/07 -09/13/20	\$395.00
LISA'S SPIC N SPAN	Social Community Services	Services 9/14 - 9/20/20	\$395.00
<i>LISA'S SPIC N SPAN - Total For Social Community Services</i>			<i>\$1,185.00</i>
<b>LISA'S SPIC N SPAN - ALL DEPARTMENTS</b>			<b>\$1,440.00</b>

## LOAF N JUG #0106

LOAF N JUG #0106	Fire-EMS Operations	Fuel	\$23.09
<i>LOAF N JUG #0106 - Total For Fire-EMS Operations</i>			<i>\$23.09</i>
<b>LOAF N JUG #0106 - ALL DEPARTMENTS</b>			<b>\$23.09</b>

## LONG BUILDING TECHNO

LONG BUILDING TECHNO	Buildings & Structures Fund	Services	\$649.00
<i>LONG BUILDING TECHNO - Total For Buildings &amp; Structures Fund</i>			<i>\$649.00</i>
LONG BUILDING TECHNO	Information Services	NDE doorlock	\$750.00
<i>LONG BUILDING TECHNO - Total For Information Services</i>			<i>\$750.00</i>
LONG BUILDING TECHNO	Regional Water Operations	Repair HVAC & Leaks	\$336.30
<i>LONG BUILDING TECHNO - Total For Regional Water Operations</i>			<i>\$336.30</i>
<b>LONG BUILDING TECHNO - ALL DEPARTMENTS</b>			<b>\$1,735.30</b>

## LONGMONT CHINA BUFFE

LONGMONT CHINA BUFFE	Metro Animal Control	buffet	\$16.26
<i>LONGMONT CHINA BUFFE - Total For Metro Animal Control</i>			<i>\$16.26</i>
<b>LONGMONT CHINA BUFFE - ALL DEPARTMENTS</b>			<b>\$16.26</b>

## LUBRICATION ENGINEER

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

## MAD TRANSPORT&TOWING

MAD TRANSPORT&TOWING	Fleet Maintenance Fund	230075 TOW TO CENTRAL TRK	\$200.00
<i>MAD TRANSPORT&amp;TOWING - Total For Fleet Maintenance Fund</i>			<i>\$200.00</i>

**MAD TRANSPORT&TOWING - ALL DEPARTMENTS** \$200.00

### MAVERIK CNTRY STRE

MAVERIK CNTRY STRE Fire-EMS Operations Fuel to attend Wyoming Chief's Meeting \$26.43

*MAVERIK CNTRY STRE - Total For Fire-EMS Operations* \$26.43

**MAVERIK CNTRY STRE - ALL DEPARTMENTS** \$26.43

### MCDONALD'S F35665

MCDONALD'S F35665 Police Administration 20-056619 meal \$8.36

*MCDONALD'S F35665 - Total For Police Administration* \$8.36

**MCDONALD'S F35665 - ALL DEPARTMENTS** \$8.36

### MCMASTER-CARR

MCMASTER-CARR WWTP Operations Valve \$164.51

*MCMASTER-CARR - Total For WWTP Operations* \$164.51

**MCMASTER-CARR - ALL DEPARTMENTS** \$164.51

### MENARDS CASPER WY

MENARDS CASPER WY Ice Arena - Operations ZEP FLOOR CLEANER FOR RINK \$69.98

*MENARDS CASPER WY - Total For Ice Arena - Operations* \$69.98

MENARDS CASPER WY Metro Animal Shelter tire gauge \$84.96

*MENARDS CASPER WY - Total For Metro Animal Shelter* \$84.96

MENARDS CASPER WY Regional Water Operations Actiflow Hose \$2.35

MENARDS CASPER WY Regional Water Operations Credit on tax from 056112 (\$0.11)

*MENARDS CASPER WY - Total For Regional Water Operations* \$2.24

MENARDS CASPER WY Traffic Control Expanding foam to fill empty conduit from elect \$20.97

MENARDS CASPER WY Traffic Control Bolts for N Poplar flashing stop signs \$8.78

*MENARDS CASPER WY - Total For Traffic Control* \$29.75

MENARDS CASPER WY Water Distribution DEF, CLEANER, SUPER GLUE, LIGHTER \$98.89

MENARDS CASPER WY Water Distribution Extension cord plugs & outlets \$41.09

*MENARDS CASPER WY - Total For Water Distribution* \$139.98

**MENARDS CASPER WY - ALL DEPARTMENTS** \$326.91



## MERBACK AWARDS COMPA

MERBACK AWARDS COMPA	Planning	Merback Awards - Awards for OYD Oscars	\$36.40
<i>MERBACK AWARDS COMPA - Total For Planning</i>			\$36.40
<b>MERBACK AWARDS COMPA - ALL DEPARTMENTS</b>			<b>\$36.40</b>

## MIDLAND IMPLEMENT, I

MIDLAND IMPLEMENT, I	Golf - Operations	3 output distribution cards for satelite boxes	\$297.57
<i>MIDLAND IMPLEMENT, I - Total For Golf - Operations</i>			\$297.57
<b>MIDLAND IMPLEMENT, I - ALL DEPARTMENTS</b>			<b>\$297.57</b>

## MIDLAND SCIENTIFIC I

MIDLAND SCIENTIFIC I	WWTP Operations	Nitrogen tests	\$80.73
<i>MIDLAND SCIENTIFIC I - Total For WWTP Operations</i>			\$80.73
<b>MIDLAND SCIENTIFIC I - ALL DEPARTMENTS</b>			<b>\$80.73</b>

## MOBILE CONCRETE, INC

MOBILE CONCRETE, INC	Buildings & Structures Fund	Supplies	\$247.50
<i>MOBILE CONCRETE, INC - Total For Buildings &amp; Structures Fund</i>			\$247.50
MOBILE CONCRETE, INC	Weed & Pest Fund	Concrete	\$1,746.85
<i>MOBILE CONCRETE, INC - Total For Weed &amp; Pest Fund</i>			\$1,746.85
<b>MOBILE CONCRETE, INC - ALL DEPARTMENTS</b>			<b>\$1,994.35</b>

## MONTANA SEALS AND PA

MONTANA SEALS AND PA	WWTP Operations	Sludge packing set	\$846.01
<i>MONTANA SEALS AND PA - Total For WWTP Operations</i>			\$846.01
<b>MONTANA SEALS AND PA - ALL DEPARTMENTS</b>			<b>\$846.01</b>

## MOTION AND FLOW CONT

MOTION AND FLOW CONT	Balefill - Baler Processing	Supplies	\$508.34
MOTION AND FLOW CONT	Balefill - Baler Processing	Supplies	\$561.60
<i>MOTION AND FLOW CONT - Total For Balefill - Baler Processing</i>			\$1,069.94

MOTION AND FLOW CONT	Refuse - Recycling	Supplies	\$362.00
<i>MOTION AND FLOW CONT - Total For Refuse - Recycling</i>			<i>\$362.00</i>
<b>MOTION AND FLOW CONT - ALL DEPARTMENTS</b>			<b>\$1,431.94</b>

## MOTOROLA SOLUTIONS

MOTOROLA SOLUTIONS	Property Insurance Fund	APX 800 All Band Radio	\$5,397.20
<i>MOTOROLA SOLUTIONS - Total For Property Insurance Fund</i>			<i>\$5,397.20</i>
MOTOROLA SOLUTIONS	Public Safety Communication Services		\$37,830.68
<i>MOTOROLA SOLUTIONS - Total For Public Safety Communications</i>			<i>\$37,830.68</i>
MOTOROLA SOLUTIONS	Refuse - Residential	2 TRUCK RADIOS, CRANE TRUCK AND NEW SIDE	\$4,952.40
<i>MOTOROLA SOLUTIONS - Total For Refuse - Residential</i>			<i>\$4,952.40</i>
<b>MOTOROLA SOLUTIONS - ALL DEPARTMENTS</b>			<b>\$48,180.28</b>

## MOUNTAIN STATES

MOUNTAIN STATES	Municipal Court	Bond receipts	\$168.28
<i>MOUNTAIN STATES - Total For Municipal Court</i>			<i>\$168.28</i>
MOUNTAIN STATES	Police Administration	Cards	\$56.35
MOUNTAIN STATES	Police Administration	Consent to Search Form	\$142.12
MOUNTAIN STATES	Police Administration	Cards	\$150.42
MOUNTAIN STATES	Police Administration	Stolen Vehicle Cards	\$65.53
MOUNTAIN STATES	Police Administration	3 part Server Training Forms	\$139.70
MOUNTAIN STATES	Police Administration	Ride Along consent	\$236.25
<i>MOUNTAIN STATES - Total For Police Administration</i>			<i>\$790.37</i>
<b>MOUNTAIN STATES - ALL DEPARTMENTS</b>			<b>\$958.65</b>

## MOUNTAIN STATES LITH

MOUNTAIN STATES LITH	Metro Animal Shelter	bleach	\$167.80
<i>MOUNTAIN STATES LITH - Total For Metro Animal Shelter</i>			<i>\$167.80</i>
<b>MOUNTAIN STATES LITH - ALL DEPARTMENTS</b>			<b>\$167.80</b>

## MOUNTAIN STATES PIPE

MOUNTAIN STATES PIPE	Water Meters	ERTS & METERS	\$11,052.00
MOUNTAIN STATES PIPE	Water Meters	Bluetooth Cellular Valves	\$820.75

<i>MOUNTAIN STATES PIPE - Total For Water Meters</i>			\$11,872.75
MOUNTAIN STATES PIPE	Water Revenue and Transfers Meters and ERTs		\$7,450.00
<i>MOUNTAIN STATES PIPE - Total For Water Revenue and Transfers</i>			\$7,450.00
<b>MOUNTAIN STATES PIPE - ALL DEPARTMENTS</b>			<b>\$19,322.75</b>

## MOUNTAIN WEST TELEPH

MOUNTAIN WEST TELEPH	Aquatics - Pool	Internet for the out door pools	\$37.64
<i>MOUNTAIN WEST TELEPH - Total For Aquatics - Pool</i>			\$37.64
MOUNTAIN WEST TELEPH	Information Services	Enterprise Internet Service	\$3,000.00
<i>MOUNTAIN WEST TELEPH - Total For Information Services</i>			\$3,000.00
MOUNTAIN WEST TELEPH	Public Safety Communication	Metro-Ethernet charges	\$500.00
<i>MOUNTAIN WEST TELEPH - Total For Public Safety Communications</i>			\$500.00
<b>MOUNTAIN WEST TELEPH - ALL DEPARTMENTS</b>			<b>\$3,537.64</b>

## MSEC INC

MSEC INC	WWTP Operations	Flow control valve for digester heat exchanger	\$12,343.00
<i>MSEC INC - Total For WWTP Operations</i>			\$12,343.00
<b>MSEC INC - ALL DEPARTMENTS</b>			<b>\$12,343.00</b>

## MURDOCH'S RANCH&HOME

MURDOCH'S RANCH&HOM	Weed & Pest Fund	Loppers	\$53.97
<i>MURDOCH'S RANCH&amp;HOME - Total For Weed &amp; Pest Fund</i>			\$53.97
<b>MURDOCH'S RANCH&amp;HOME - ALL DEPARTMENTS</b>			<b>\$53.97</b>

## MY M&M

MY M&M	Human Resources	ORIENTATION SUPPLIES TO PROMOTE CORE VA	\$86.64
<i>MY M&amp;M - Total For Human Resources</i>			\$86.64
<b>MY M&amp;M - ALL DEPARTMENTS</b>			<b>\$86.64</b>

## NAPA AUTO PARTS CORP

NAPA AUTO PARTS CORP	Fleet Maintenance Fund	August Services	\$67,733.01
NAPA AUTO PARTS CORP	Fleet Maintenance Fund	August Services	\$11,901.13

NAPA AUTO PARTS CORP	Fleet Maintenance Fund	August Services	\$1,515.28
NAPA AUTO PARTS CORP	Fleet Maintenance Fund	August Services	\$597.23
<i>NAPA AUTO PARTS CORP - Total For Fleet Maintenance Fund</i>			<i>\$81,746.65</i>
NAPA AUTO PARTS CORP	Refuse - Residential	FOR NEW CRANE TRUCK 222301	\$694.00
<i>NAPA AUTO PARTS CORP - Total For Refuse - Residential</i>			<i>\$694.00</i>
NAPA AUTO PARTS CORP	Social Community Services	August Services	\$2,884.76
<i>NAPA AUTO PARTS CORP - Total For Social Community Services</i>			<i>\$2,884.76</i>
NAPA AUTO PARTS CORP	WWTP Operations	Chain link roller	\$11.98
<i>NAPA AUTO PARTS CORP - Total For WWTP Operations</i>			<i>\$11.98</i>
<b>NAPA AUTO PARTS CORP - ALL DEPARTMENTS</b>			<b>\$85,337.39</b>

## NATIONAL ASSOCIATION

NATIONAL ASSOCIATION	Police Administration	duplicate credit	(\$200.00)
NATIONAL ASSOCIATION	Police Administration	SRO training	\$200.00
NATIONAL ASSOCIATION	Police Administration	SRO membership	\$40.00
<i>NATIONAL ASSOCIATION - Total For Police Administration</i>			<i>\$40.00</i>
<b>NATIONAL ASSOCIATION - ALL DEPARTMENTS</b>			<b>\$40.00</b>

## NATRONA COUNTY OFFIC

NATRONA COUNTY OFFIC	Aquatics - Pool	Marion Kreiner	\$75.00
NATRONA COUNTY OFFIC	Aquatics - Pool	Mike Sedar Pool	\$50.00
NATRONA COUNTY OFFIC	Aquatics - Pool	Marion Kreiner Wading Pool	\$75.00
NATRONA COUNTY OFFIC	Aquatics - Pool	Mike Sedar Pool	\$75.00
NATRONA COUNTY OFFIC	Aquatics - Pool	Mike Sedar Pool	\$75.00
NATRONA COUNTY OFFIC	Aquatics - Pool	Marion Kreiner Pool	\$75.00
<i>NATRONA COUNTY OFFIC - Total For Aquatics - Pool</i>			<i>\$425.00</i>
NATRONA COUNTY OFFIC	Police Administration	August 2020	\$99,464.76
<i>NATRONA COUNTY OFFIC - Total For Police Administration</i>			<i>\$99,464.76</i>
<b>NATRONA COUNTY OFFIC - ALL DEPARTMENTS</b>			<b>\$99,889.76</b>

## NEW ENGLAND MANUFACT

NEW ENGLAND MANUFACT	Fire-EMS Operations	Digital Gauge	\$245.00
<i>NEW ENGLAND MANUFACT - Total For Fire-EMS Operations</i>			<i>\$245.00</i>

**NEW ENGLAND MANUFACT - ALL DEPARTMENTS**

\$245.00

**NOLAND FEED**

NOLAND FEED	Metro Animal Shelter	cat food	\$222.00
NOLAND FEED	Metro Animal Shelter	cat food	\$373.40
NOLAND FEED	Metro Animal Shelter	credit duplicate charge	(\$373.40)
NOLAND FEED	Metro Animal Shelter	cat food	\$373.40
NOLAND FEED	Metro Animal Shelter	munis duplicate	\$373.40
NOLAND FEED	Metro Animal Shelter	animal food	\$373.40
<i>NOLAND FEED - Total For Metro Animal Shelter</i>			\$1,342.20
NOLAND FEED	Police Administration	canine food	\$81.69
<i>NOLAND FEED - Total For Police Administration</i>			\$81.69

**NOLAND FEED - ALL DEPARTMENTS**

\$1,423.89

**NORCO, INC.**

NORCO, INC.	Balefill - Baler Processing	WELDING SUPPLIES	\$69.15
<i>NORCO, INC. - Total For Balefill - Baler Processing</i>			\$69.15
NORCO, INC.	Cemetery	NORCO DISPENSER FOR WOMEN'S RESTROOM	\$49.29
NORCO, INC.	Cemetery	LAB/MEDICAL/DENTAL/OPHTHALMIC HOSPITAL	\$401.51
NORCO, INC.	Cemetery	LAB/MEDICAL/DENTAL/OPHTHALMIC HOSPITAL	\$56.56
<i>NORCO, INC. - Total For Cemetery</i>			\$507.36
NORCO, INC.	Fire-EMS Operations	Large Nitrile Exam Gloves	\$206.00
NORCO, INC.	Fire-EMS Operations	Extra Large Nitrile Exam Gloves	\$309.00
NORCO, INC.	Fire-EMS Operations	Extra Large and Medium Nitrile Exam Gloves	\$206.00
NORCO, INC.	Fire-EMS Operations	Station Supplies	\$9.28
<i>NORCO, INC. - Total For Fire-EMS Operations</i>			\$730.28
NORCO, INC.	Fleet Maintenance Fund	OXYGEN REFILL	\$63.12
<i>NORCO, INC. - Total For Fleet Maintenance Fund</i>			\$63.12
NORCO, INC.	Metro Animal Shelter	cleaning products	\$285.48
NORCO, INC.	Metro Animal Shelter	disinfectant cleaning products	\$75.74
NORCO, INC.	Metro Animal Shelter	bleach	\$100.98
<i>NORCO, INC. - Total For Metro Animal Shelter</i>			\$462.20
NORCO, INC.	Sewer Wastewater Collection	safety supplies	\$30.56
<i>NORCO, INC. - Total For Sewer Wastewater Collection</i>			\$30.56

NORCO, INC.	WWTP Operations	Tools	\$69.67
NORCO, INC.	WWTP Operations	Ear plugs	\$47.63
NORCO, INC.	WWTP Operations	Lime	\$865.00
<i>NORCO, INC. - Total For WWTP Operations</i>			<i>\$982.30</i>
<b>NORCO, INC. - ALL DEPARTMENTS</b>			<b>\$2,844.97</b>

## NORCOSTCO INC

NORCOSTCO INC	Capital Projects Fund	New building or building modif	\$62,172.75
<i>NORCOSTCO INC - Total For Capital Projects Fund</i>			<i>\$62,172.75</i>
<b>NORCOSTCO INC - ALL DEPARTMENTS</b>			<b>\$62,172.75</b>

## NORTHERN LIGHTS MANU

NORTHERN LIGHTS MANU	Refuse - Commercial	Labor - replace cylinder	\$1,400.00
<i>NORTHERN LIGHTS MANU - Total For Refuse - Commercial</i>			<i>\$1,400.00</i>
<b>NORTHERN LIGHTS MANU - ALL DEPARTMENTS</b>			<b>\$1,400.00</b>

## NORTHROP BOILER WORK

NORTHROP BOILER WORK	WWTP Operations	Plumbing parts	\$180.00
<i>NORTHROP BOILER WORK - Total For WWTP Operations</i>			<i>\$180.00</i>
<b>NORTHROP BOILER WORK - ALL DEPARTMENTS</b>			<b>\$180.00</b>

## NORTHWEST CONTRACTOR

NORTHWEST CONTRACTOR	Balefill - Disposal & Landfill	Wedge anchors	\$99.50
<i>NORTHWEST CONTRACTOR - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$99.50</i>
NORTHWEST CONTRACTOR	Refuse - Recycling	Supplies	\$72.70
<i>NORTHWEST CONTRACTOR - Total For Refuse - Recycling</i>			<i>\$72.70</i>
NORTHWEST CONTRACTOR	Sewer Wastewater Collection	safety supplies, pry bar	\$118.76
<i>NORTHWEST CONTRACTOR - Total For Sewer Wastewater Collection</i>			<i>\$118.76</i>
NORTHWEST CONTRACTOR	Streets	Supplies for surveying (grade stakes etc.)	\$91.60
NORTHWEST CONTRACTOR	Streets	Pink Tops for grading Jade curbwalk	\$10.05
<i>NORTHWEST CONTRACTOR - Total For Streets</i>			<i>\$101.65</i>
NORTHWEST CONTRACTOR	Water Distribution	shovel & broom	\$62.60
<i>NORTHWEST CONTRACTOR - Total For Water Distribution</i>			<i>\$62.60</i>

NORTHWEST CONTRACTOR	WWTP Operations	Batteries	\$218.00
<i>NORTHWEST CONTRACTOR - Total For WWTP Operations</i>			<i>\$218.00</i>
<b>NORTHWEST CONTRACTOR - ALL DEPARTMENTS</b>			<b>\$673.21</b>

## ONE CALL OF WY.

ONE CALL OF WY.	Parks - Parks Maint.	Tickets for August	\$105.75
<i>ONE CALL OF WY. - Total For Parks - Parks Maint.</i>			<i>\$105.75</i>
<b>ONE CALL OF WY. - ALL DEPARTMENTS</b>			<b>\$105.75</b>

## OPENGOV INC

OPENGOV INC	Code Enforcement	Software - View Permit 7/1/20 thru 6/30/21	\$7,644.00
<i>OPENGOV INC - Total For Code Enforcement</i>			<i>\$7,644.00</i>
OPENGOV INC	Engineering	Software - View Permit 7/1/20 thru 6/30/21	\$2,184.00
<i>OPENGOV INC - Total For Engineering</i>			<i>\$2,184.00</i>
<b>OPENGOV INC - ALL DEPARTMENTS</b>			<b>\$9,828.00</b>

## O'REILLY AUTO PARTS

O'REILLY AUTO PARTS	Buildings & Structures Fund	HVAC repair part for Service Center	\$4.49
<i>O'REILLY AUTO PARTS - Total For Buildings &amp; Structures Fund</i>			<i>\$4.49</i>
O'REILLY AUTO PARTS	Fire-EMS Operations	Battery Charger	\$147.99
O'REILLY AUTO PARTS	Fire-EMS Operations	Pin and Clip	\$6.99
<i>O'REILLY AUTO PARTS - Total For Fire-EMS Operations</i>			<i>\$154.98</i>
<b>O'REILLY AUTO PARTS - ALL DEPARTMENTS</b>			<b>\$159.47</b>

## OVERHEAD DOOR CO

OVERHEAD DOOR CO	Refuse - Residential	Batteries	\$34.44
<i>OVERHEAD DOOR CO - Total For Refuse - Residential</i>			<i>\$34.44</i>
<b>OVERHEAD DOOR CO - ALL DEPARTMENTS</b>			<b>\$34.44</b>

## PACIFIC STEEL BRANCH

PACIFIC STEEL BRANCH	Water Tanks	METAL TUBING	\$51.93
<i>PACIFIC STEEL BRANCH - Total For Water Tanks</i>			<i>\$51.93</i>

**PACIFIC STEEL BRANCH - ALL DEPARTMENTS** \$51.93

## **PANTHEON LLC**

PANTHEON LLC Balefill - Disposal & Landfill Supplies \$371.88

*PANTHEON LLC - Total For Balefill - Disposal & Landfill* \$371.88

**PANTHEON LLC - ALL DEPARTMENTS** \$371.88

## **PARKSON CORPORATION**

PARKSON CORPORATION WWTP Operations Cap \$246.67

*PARKSON CORPORATION - Total For WWTP Operations* \$246.67

**PARKSON CORPORATION - ALL DEPARTMENTS** \$246.67

## **PARTSMASTER**

PARTSMASTER Balefill - Baler Processing Supplies \$375.00

*PARTSMASTER - Total For Balefill - Baler Processing* \$375.00

PARTSMASTER Balefill - Disposal & Landfill Supplies \$375.00

*PARTSMASTER - Total For Balefill - Disposal & Landfill* \$375.00

**PARTSMASTER - ALL DEPARTMENTS** \$750.00

## **PAYPAL POLICE JOBS**

PAYPAL POLICE JOBS Police Administration Go Law Enforcement LLC \$80.00

*PAYPAL POLICE JOBS - Total For Police Administration* \$80.00

**PAYPAL POLICE JOBS - ALL DEPARTMENTS** \$80.00

## **PCN STRATEGIES INC**

PCN STRATEGIES INC Capital Projects Fund Animal Control G-Tac \$1,485.33

*PCN STRATEGIES INC - Total For Capital Projects Fund* \$1,485.33

**PCN STRATEGIES INC - ALL DEPARTMENTS** \$1,485.33

## **PEPSI COLA OF CASPER**

PEPSI COLA OF CASPER Aquatics - Concessions Product \$102.90



PEPSI COLA OF CASPER	Aquatics - Concessions	Product	\$16.40
PEPSI COLA OF CASPER	Aquatics - Concessions	Product	\$96.40
PEPSI COLA OF CASPER	Aquatics - Concessions	Credit memo	(\$100.00)
PEPSI COLA OF CASPER	Aquatics - Concessions	Product	\$16.40
<i>PEPSI COLA OF CASPER - Total For Aquatics - Concessions</i>			<i>\$132.10</i>
<b>PEPSI COLA OF CASPER - ALL DEPARTMENTS</b>			<b>\$132.10</b>

## PETSMART #3082

PETSMART #3082	Metro Animal Shelter	ear mites meds	\$8.99
<i>PETSMART #3082 - Total For Metro Animal Shelter</i>			<i>\$8.99</i>
<b>PETSMART #3082 - ALL DEPARTMENTS</b>			<b>\$8.99</b>

## PIZZA HUT 035955

PIZZA HUT 035955	Fire-EMS Operations	Pizza for Garden Creek Fire	\$364.70
<i>PIZZA HUT 035955 - Total For Fire-EMS Operations</i>			<i>\$364.70</i>
<b>PIZZA HUT 035955 - ALL DEPARTMENTS</b>			<b>\$364.70</b>

## PIZZA RANCH CASPER

PIZZA RANCH CASPER	Metro Animal Control	meal	\$34.63
<i>PIZZA RANCH CASPER - Total For Metro Animal Control</i>			<i>\$34.63</i>
<b>PIZZA RANCH CASPER - ALL DEPARTMENTS</b>			<b>\$34.63</b>

## POST AND ASSOCIATES

POST AND ASSOCIATES	Police Administration	after action consultation	\$2,534.57
POST AND ASSOCIATES	Police Administration	prehire psych	\$400.00
<i>POST AND ASSOCIATES - Total For Police Administration</i>			<i>\$2,934.57</i>
<b>POST AND ASSOCIATES - ALL DEPARTMENTS</b>			<b>\$2,934.57</b>

## PP KUSTOMKONCE

PP KUSTOMKONCE	Fire-EMS Operations	Kustom Koncepts - Shelves for Brush 2	\$260.00
<i>PP KUSTOMKONCE - Total For Fire-EMS Operations</i>			<i>\$260.00</i>

**PP KUSTOMKONCE - ALL DEPARTMENTS** \$260.00

**PRINTWORKS**

PRINTWORKS Code Enforcement Printing \$1,448.86

*PRINTWORKS - Total For Code Enforcement* \$1,448.86

PRINTWORKS Water Distribution Envelopes \$170.17

*PRINTWORKS - Total For Water Distribution* \$170.17

**PRINTWORKS - ALL DEPARTMENTS** \$1,619.03

**PROFESSIONAL CLEANIN**

PROFESSIONAL CLEANIN WWTP Operations Janitorial services at the WWT \$1,395.00

*PROFESSIONAL CLEANIN - Total For WWTP Operations* \$1,395.00

**PROFESSIONAL CLEANIN - ALL DEPARTMENTS** \$1,395.00

**QUALITY OFFICE SOLUT**

QUALITY OFFICE SOLUT Parks - Parks Maint. STATIONERY,OFFICE SUPPLIES,PRINTING AND \$123.06

*QUALITY OFFICE SOLUT - Total For Parks - Parks Maint.* \$123.06

QUALITY OFFICE SOLUT Streets STATIONERY,OFFICE SUPPLIES,PRINTING AND \$16.15

*QUALITY OFFICE SOLUT - Total For Streets* \$16.15

QUALITY OFFICE SOLUT Weed & Pest Fund STATIONERY,OFFICE SUPPLIES,PRINTING AND \$123.06

*QUALITY OFFICE SOLUT - Total For Weed & Pest Fund* \$123.06

**QUALITY OFFICE SOLUT - ALL DEPARTMENTS** \$262.27

**R & R REST STOPS**

R & R REST STOPS Golf - Operations Port a Potty Service \$504.00

*R & R REST STOPS - Total For Golf - Operations* \$504.00

**R & R REST STOPS - ALL DEPARTMENTS** \$504.00

**RAYALLEN.COM**

RAYALLEN.COM Police Administration duplicate charge \$139.99

RAYALLEN.COM Police Administration credit for duplicate charge (\$139.99)

RAYALLEN.COM Police Administration canine muzzle \$139.99

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RAYALLEN.COM - Total For Police Administration \$139.99

**RAYALLEN.COM - ALL DEPARTMENTS** **\$139.99**

## RESPOND FIRST AID OF

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RESPOND FIRST AID OF Metro Animal Shelter first aid supplies \$100.94

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*RESPOND FIRST AID OF - Total For Metro Animal Shelter* *\$100.94*

**RESPOND FIRST AID OF - ALL DEPARTMENTS** **\$100.94**

## REXEL 3212

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REXEL 3212 Regional Water Operations Exit lights \$37.59

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REXEL 3212 Regional Water Operations Exit Light replacement \$178.98

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*REXEL 3212 - Total For Regional Water Operations* *\$216.57*

**REXEL 3212 - ALL DEPARTMENTS** **\$216.57**

## RMI CASPER

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RMI CASPER WWTP Operations Test gas \$211.00

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*RMI CASPER - Total For WWTP Operations* *\$211.00*

**RMI CASPER - ALL DEPARTMENTS** **\$211.00**

## Rocky Mountain

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Rocky Mountain Regional Water Operations Bulk liquid oxygen 9/14/20 \$3,966.57

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Rocky Mountain Regional Water Operations Bulk Liquid Oxygen 8/20/20 \$2,801.68

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Rocky Mountain Regional Water Operations Bulk Liquid Oxygen 9/2/20 \$3,718.81

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*Rocky Mountain - Total For Regional Water Operations* *\$10,487.06*

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Rocky Mountain Water Distribution Supplies \$21.47

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*Rocky Mountain - Total For Water Distribution* *\$21.47*

**Rocky Mountain - ALL DEPARTMENTS** **\$10,508.53**

## ROCKY MOUNTAIN POWER

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ROCKY MOUNTAIN POWER Aquatics - Operations Acct #54730761-088 1 \$4,743.80

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*ROCKY MOUNTAIN POWER - Total For Aquatics - Operations* *\$4,743.80*

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ROCKY MOUNTAIN POWER Aquatics - Pool 54730761-112 9 \$4,366.79

<i>ROCKY MOUNTAIN POWER - Total For Aquatics - Pool</i>			\$4,366.79
ROCKY MOUNTAIN POWER	Balefill - Disposal & Landfill	Services - 54730761-139 2	\$273.54
<i>ROCKY MOUNTAIN POWER - Total For Balefill - Disposal &amp; Landfill</i>			\$273.54
ROCKY MOUNTAIN POWER	Cemetery	54730761-092 3	\$145.16
<i>ROCKY MOUNTAIN POWER - Total For Cemetery</i>			\$145.16
ROCKY MOUNTAIN POWER	City Center Building	Acct #54730761-093 1	\$937.36
<i>ROCKY MOUNTAIN POWER - Total For City Center Building</i>			\$937.36
ROCKY MOUNTAIN POWER	City Hall	Acct #54730761-093 1	\$3,810.04
<i>ROCKY MOUNTAIN POWER - Total For City Hall</i>			\$3,810.04
ROCKY MOUNTAIN POWER	Fire-EMS Administration	Act #60445507-008 5	\$689.28
ROCKY MOUNTAIN POWER	Fire-EMS Administration	54730761-104 6	\$77.10
ROCKY MOUNTAIN POWER	Fire-EMS Administration	54730761-097	\$2,569.64
<i>ROCKY MOUNTAIN POWER - Total For Fire-EMS Administration</i>			\$3,336.02
ROCKY MOUNTAIN POWER	Fleet Maintenance Fund	54730761-096 4	\$3,408.62
<i>ROCKY MOUNTAIN POWER - Total For Fleet Maintenance Fund</i>			\$3,408.62
ROCKY MOUNTAIN POWER	Ft. Caspar Museum	54730761-098 0	\$1,070.31
<i>ROCKY MOUNTAIN POWER - Total For Ft. Caspar Museum</i>			\$1,070.31
ROCKY MOUNTAIN POWER	Golf - Operations	Acct #54730761-099 8	\$5,241.59
<i>ROCKY MOUNTAIN POWER - Total For Golf - Operations</i>			\$5,241.59
ROCKY MOUNTAIN POWER	Hogadon - Operations	54730761-126 9	\$2,331.74
ROCKY MOUNTAIN POWER	Hogadon - Operations	54730761-100 4	\$1,639.47
<i>ROCKY MOUNTAIN POWER - Total For Hogadon - Operations</i>			\$3,971.21
ROCKY MOUNTAIN POWER	Ice Arena - Operations	54730761-101 2	\$1,057.75
<i>ROCKY MOUNTAIN POWER - Total For Ice Arena - Operations</i>			\$1,057.75
ROCKY MOUNTAIN POWER	Marathon Building	Acct #54730761-093 1	\$450.56
<i>ROCKY MOUNTAIN POWER - Total For Marathon Building</i>			\$450.56
ROCKY MOUNTAIN POWER	Metro Animal Shelter	54730761-102 0	\$1,413.26
<i>ROCKY MOUNTAIN POWER - Total For Metro Animal Shelter</i>			\$1,413.26
ROCKY MOUNTAIN POWER	Miller St. Dormitory	Acct #54730761-093 1	\$93.05
<i>ROCKY MOUNTAIN POWER - Total For Miller St. Dormitory</i>			\$93.05
ROCKY MOUNTAIN POWER	Parks - Athletic Maint.	54730761-151 7	\$2,584.82
ROCKY MOUNTAIN POWER	Parks - Athletic Maint.	54730761-131 9	\$3,845.82
<i>ROCKY MOUNTAIN POWER - Total For Parks - Athletic Maint.</i>			\$6,430.64
ROCKY MOUNTAIN POWER	Parks - Parks Maint.	54730761-103 8	\$1,895.56
<i>ROCKY MOUNTAIN POWER - Total For Parks - Parks Maint.</i>			\$1,895.56
ROCKY MOUNTAIN POWER	Parks - Special Areas	54730761-132 7	\$2,474.59

<i>ROCKY MOUNTAIN POWER - Total For Parks - Special Areas</i>			\$2,474.59
ROCKY MOUNTAIN POWER	Public Safety Communication	54730761-146 7	\$306.12
<i>ROCKY MOUNTAIN POWER - Total For Public Safety Communications</i>			\$306.12
ROCKY MOUNTAIN POWER	Rec Center - Operations	54730761-095 6	\$4,162.89
<i>ROCKY MOUNTAIN POWER - Total For Rec Center - Operations</i>			\$4,162.89
ROCKY MOUNTAIN POWER	Regional Water Operations	Services	105,102.09
<i>ROCKY MOUNTAIN POWER - Total For Regional Water Operations</i>			\$105,102.09
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Services	\$9,596.94
<i>ROCKY MOUNTAIN POWER - Total For RWS - Booster Stations</i>			\$9,596.94
ROCKY MOUNTAIN POWER	Sewer Wastewater Collection	54730761-130 1	\$41.42
ROCKY MOUNTAIN POWER	Sewer Wastewater Collection	54730761-105 3	\$320.50
<i>ROCKY MOUNTAIN POWER - Total For Sewer Wastewater Collection</i>			\$361.92
ROCKY MOUNTAIN POWER	Traffic Control	54730761-106 1	\$44,979.17
ROCKY MOUNTAIN POWER	Traffic Control	54730761 - 118 6	\$65.87
ROCKY MOUNTAIN POWER	Traffic Control	60445507-010 1	\$82.49
<i>ROCKY MOUNTAIN POWER - Total For Traffic Control</i>			\$45,127.53
ROCKY MOUNTAIN POWER	Water Tanks	54730761-107 9	\$31,043.50
ROCKY MOUNTAIN POWER	Water Tanks	54730761-135 0	\$87.65
ROCKY MOUNTAIN POWER	Water Tanks	54730761-147 5	\$334.49
ROCKY MOUNTAIN POWER	Water Tanks	Acct #54593561-006 7	\$493.43
ROCKY MOUNTAIN POWER	Water Tanks	54730761-002 2	\$1,339.11
<i>ROCKY MOUNTAIN POWER - Total For Water Tanks</i>			\$33,298.18
ROCKY MOUNTAIN POWER	WWTP Operations	54730761-108 7	\$24,695.21
<i>ROCKY MOUNTAIN POWER - Total For WWTP Operations</i>			\$24,695.21
<b>ROCKY MOUNTAIN POWER - ALL DEPARTMENTS</b>			<b>\$267,770.73</b>

## ROCKY MTN. FIRE SYST

ROCKY MTN. FIRE SYST	Ft. Caspar Museum	Annual inspection of fire alarm at museum and f	\$191.00
<i>ROCKY MTN. FIRE SYST - Total For Ft. Caspar Museum</i>			\$191.00
<b>ROCKY MTN. FIRE SYST - ALL DEPARTMENTS</b>			<b>\$191.00</b>

## RODOLPH BROTHERS INC

RODOLPH BROTHERS INC	Balefill - Disposal & Landfill	Services	\$220.00
<i>RODOLPH BROTHERS INC - Total For Balefill - Disposal &amp; Landfill</i>			\$220.00

**RODOLPH BROTHERS INC - ALL DEPARTMENTS**

\$220.00

**ROGUE**

ROGUE	Fire-EMS Training	Exercise equipment - Pull-up System	\$178.07
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<i>ROGUE - Total For Fire-EMS Training</i>			<i>\$178.07</i>
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**ROGUE - ALL DEPARTMENTS**

\$178.07

**Router**

Router	Parks - Parks Maint.	Provide/Install/Service Rented	\$412.64
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Router	Parks - Parks Maint.	Provide/Install/Service Rented	\$415.32
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Router	Parks - Parks Maint.	Provide/Install/Service Rented	\$614.20
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Router	Parks - Parks Maint.	Provide/Install/Service Rented	\$315.88
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Router	Parks - Parks Maint.	Provide/Install/Service Rented	\$315.88
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Router	Parks - Parks Maint.	Provide/Install/Service Rented	\$216.44
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Router	Parks - Parks Maint.	Provide/Install/Service Rented	\$315.88
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Router	Parks - Parks Maint.	Provide/Install/Service Rented	\$159.02
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Router	Parks - Parks Maint.	Provide/Install/Service Rented	\$155.71
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Router	Parks - Parks Maint.	Provide/Install/Service Rented	\$198.88
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Router	Parks - Parks Maint.	Provide/Install/Service Rented	\$912.52
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Router	Parks - Parks Maint.	Provide/Install/Service Rented	\$62.68
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Router	Parks - Parks Maint.	Provide/Install/Service Rented	\$62.68
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<i>Router - Total For Parks - Parks Maint.</i>			<i>\$4,157.73</i>
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**Router - ALL DEPARTMENTS**

\$4,157.73

**ROYAL WOK**

ROYAL WOK	Metro Animal Control	meal during out of town training	\$34.40
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<i>ROYAL WOK - Total For Metro Animal Control</i>			<i>\$34.40</i>
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**ROYAL WOK - ALL DEPARTMENTS**

\$34.40

**RUSSELL INDUSTRIES I**

RUSSELL INDUSTRIES I	WWTP Operations	4" valve	\$879.43
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<i>RUSSELL INDUSTRIES I - Total For WWTP Operations</i>			<i>\$879.43</i>
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**RUSSELL INDUSTRIES I - ALL DEPARTMENTS**

\$879.43

**SAFARILAND**

SAFARILAND Police Administration pepper spray \$98.88

*SAFARILAND - Total For Police Administration* \$98.88**SAFARILAND - ALL DEPARTMENTS**

\$98.88

**SAFETY KLEEN SYSTEMS**

SAFETY KLEEN SYSTEMS Fleet Maintenance Fund OIL FILTER BIN RENTAL AND WASTE REMOVAL \$749.44

*SAFETY KLEEN SYSTEMS - Total For Fleet Maintenance Fund* \$749.44**SAFETY KLEEN SYSTEMS - ALL DEPARTMENTS**

\$749.44

**SALTUS TECHNOLOGIES,**

SALTUS TECHNOLOGIES, Police Administration Printer repair \$382.00

*SALTUS TECHNOLOGIES, - Total For Police Administration* \$382.00**SALTUS TECHNOLOGIES, - ALL DEPARTMENTS**

\$382.00

**SAMS CLUB #6425**

SAMS CLUB #6425 Police Administration coffee \$107.76

*SAMS CLUB #6425 - Total For Police Administration* \$107.76**SAMS CLUB #6425 - ALL DEPARTMENTS**

\$107.76

**SAMSCLUB #6425**

SAMSCLUB #6425 Aquatics - Concessions Concession Supplies \$73.68

*SAMSCLUB #6425 - Total For Aquatics - Concessions* \$73.68

SAMSCLUB #6425 Code Enforcement COFFEE CUPS, PLATES, BOWLS, SUGAR \$56.99

*SAMSCLUB #6425 - Total For Code Enforcement* \$56.99

SAMSCLUB #6425 Fire-EMS Administration Admin Office Supplies \$20.45

*SAMSCLUB #6425 - Total For Fire-EMS Administration* \$20.45

SAMSCLUB #6425 Fire-EMS Operations Station Supplies \$274.78

SAMSCLUB #6425 Fire-EMS Operations Water for station \$13.44

*SAMSCLUB #6425 - Total For Fire-EMS Operations* \$288.22

**SAMSCLUB #6425 - ALL DEPARTMENTS**

\$439.34

**SAMSCLUB.COM**

SAMSCLUB.COM	Aquatics - Concessions	Concession Supplies	\$88.04
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<i>SAMSCLUB.COM - Total For Aquatics - Concessions</i>			\$88.04
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SAMSCLUB.COM	Fire-EMS Operations	Station Supplies	\$209.02
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<i>SAMSCLUB.COM - Total For Fire-EMS Operations</i>			\$209.02
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**SAMSCLUB.COM - ALL DEPARTMENTS**

\$297.06

**SHEET METAL SPECIALT**

SHEET METAL SPECIALT	Capital Projects Fund	Retainage release	\$3,658.25
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SHEET METAL SPECIALT	Capital Projects Fund	New HVAC units at Aquatics and	360,575.00
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<i>SHEET METAL SPECIALT - Total For Capital Projects Fund</i>			\$364,233.25
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**SHEET METAL SPECIALT - ALL DEPARTMENTS**

\$364,233.25

**SHELL OIL 1258365500**

SHELL OIL 1258365500	Metro Animal Control	fuel for training trip	\$39.16
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<i>SHELL OIL 1258365500 - Total For Metro Animal Control</i>			\$39.16
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**SHELL OIL 1258365500 - ALL DEPARTMENTS**

\$39.16

**SHELL OIL 5744427920**

SHELL OIL 5744427920	Fire-EMS Operations	Good 2 Go - Fuel	\$70.02
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SHELL OIL 5744427920	Fire-EMS Operations	Fuel	\$43.42
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SHELL OIL 5744427920	Fire-EMS Operations	Fuel	\$42.40
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<i>SHELL OIL 5744427920 - Total For Fire-EMS Operations</i>			\$155.84
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**SHELL OIL 5744427920 - ALL DEPARTMENTS**

\$155.84

**SHELL OIL 5744430220**

SHELL OIL 5744430220	Fire-EMS Operations	Fuel	\$40.00
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<i>SHELL OIL 5744430220 - Total For Fire-EMS Operations</i>			\$40.00
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**SHELL OIL 5744430220 - ALL DEPARTMENTS**

\$40.00



## SHERWIN-WILLIAMS COR

SHERWIN-WILLIAMS COR	Buildings & Structures Fund	Paint	\$32.79
SHERWIN-WILLIAMS COR	Buildings & Structures Fund	Paint & Supplies	\$46.19
<i>SHERWIN-WILLIAMS COR - Total For Buildings &amp; Structures Fund</i>			<i>\$78.98</i>
SHERWIN-WILLIAMS COR	Ice Arena - Operations	RAILING PAINT FOR ICE ARENA	\$142.26
<i>SHERWIN-WILLIAMS COR - Total For Ice Arena - Operations</i>			<i>\$142.26</i>
SHERWIN-WILLIAMS COR	Refuse - Residential	Paint	\$94.84
<i>SHERWIN-WILLIAMS COR - Total For Refuse - Residential</i>			<i>\$94.84</i>
SHERWIN-WILLIAMS COR	Traffic Control	5 gallons of Black paint	\$86.35
<i>SHERWIN-WILLIAMS COR - Total For Traffic Control</i>			<i>\$86.35</i>
<b>SHERWIN-WILLIAMS COR - ALL DEPARTMENTS</b>			<b>\$402.43</b>

## SHOSHONE DISTRIBUTIN

SHOSHONE DISTRIBUTIN	General Fund Revenue	Items for resale	\$1,241.50
<i>SHOSHONE DISTRIBUTIN - Total For General Fund Revenue</i>			<i>\$1,241.50</i>
<b>SHOSHONE DISTRIBUTIN - ALL DEPARTMENTS</b>			<b>\$1,241.50</b>

## SIGMA ALDRICH US

SIGMA ALDRICH US	Police Administration	marijuana testing supplies	\$395.41
SIGMA ALDRICH US	Police Administration	marijuana testing supplies	\$89.44
<i>SIGMA ALDRICH US - Total For Police Administration</i>			<i>\$484.85</i>
<b>SIGMA ALDRICH US - ALL DEPARTMENTS</b>			<b>\$484.85</b>

## SIRIUSWARE INC

SIRIUSWARE INC	Hogadon - Operations	Software support and Licencing Ticketing Progra	\$3,247.48
<i>SIRIUSWARE INC - Total For Hogadon - Operations</i>			<i>\$3,247.48</i>
<b>SIRIUSWARE INC - ALL DEPARTMENTS</b>			<b>\$3,247.48</b>

## SMITHS FOOD #4185

SMITHS FOOD #4185	Regional Water Operations	Pop JPB	\$12.00
<i>SMITHS FOOD #4185 - Total For Regional Water Operations</i>			<i>\$12.00</i>

**SMITHS FOOD #4185 - ALL DEPARTMENTS** \$12.00

### **SMK SURVEYMONKEY.COM**

SMK SURVEYMONKEY.COM Police Administration survey for career svcs \$59.00

*SMK SURVEYMONKEY.COM - Total For Police Administration* \$59.00

**SMK SURVEYMONKEY.COM - ALL DEPARTMENTS** \$59.00

### **SO PT HOTEL AND CASI**

SO PT HOTEL AND CASI Police Administration room deposit for training \$134.47

SO PT HOTEL AND CASI Police Administration deposit canceled (\$134.47)

*SO PT HOTEL AND CASI - Total For Police Administration* \$0.00

**SO PT HOTEL AND CASI - ALL DEPARTMENTS** \$0.00

### **SOFT DR INC**

SOFT DR INC Balefill - Disposal & Landfill Services \$70.00

*SOFT DR INC - Total For Balefill - Disposal & Landfill* \$70.00

SOFT DR INC Municipal Court Services \$134.85

*SOFT DR INC - Total For Municipal Court* \$134.85

**SOFT DR INC - ALL DEPARTMENTS** \$204.85

### **SPI BLACK HILLS UTIL**

SPI BLACK HILLS UTIL Metro Animal Shelter gas bill \$927.45

*SPI BLACK HILLS UTIL - Total For Metro Animal Shelter* \$927.45

SPI BLACK HILLS UTIL Sewer Wastewater Collection N. Platte lift station overdue gas bill \$31.17

*SPI BLACK HILLS UTIL - Total For Sewer Wastewater Collection* \$31.17

**SPI BLACK HILLS UTIL - ALL DEPARTMENTS** \$958.62

### **SPN HONDA ENGINES**

SPN HONDA ENGINES Ice Arena - Operations PARTS FOR POWER WASHER \$26.37

*SPN HONDA ENGINES - Total For Ice Arena - Operations* \$26.37

**SPN HONDA ENGINES - ALL DEPARTMENTS** \$26.37

## SQ ATLANTIC ELECTRI

SQ ATLANTIC ELECTRI	Capital Projects Fund	Electrician fees for installing pump motor for pu	\$1,278.16
<i>SQ ATLANTIC ELECTRI - Total For Capital Projects Fund</i>			<i>\$1,278.16</i>
SQ ATLANTIC ELECTRI	Parks - Parks Maint.	Splice pump motor wire in PV Park	\$385.34
SQ ATLANTIC ELECTRI	Parks - Parks Maint.	Repair receptacle at Buckboard Park	\$280.61
<i>SQ ATLANTIC ELECTRI - Total For Parks - Parks Maint.</i>			<i>\$665.95</i>
<b>SQ ATLANTIC ELECTRI - ALL DEPARTMENTS</b>			<b>\$1,944.11</b>

## SQ ELEVATORKEYS.COM

SQ ELEVATORKEYS.COM	Buildings & Structures Fund	Keys for Parking Structure Elevators	\$41.97
<i>SQ ELEVATORKEYS.COM - Total For Buildings &amp; Structures Fund</i>			<i>\$41.97</i>
<b>SQ ELEVATORKEYS.COM - ALL DEPARTMENTS</b>			<b>\$41.97</b>

## SQ METRO COFFEE COM

SQ METRO COFFEE COM	Police Administration	coffee for promo ceremony	\$44.85
SQ METRO COFFEE COM	Police Administration	credit back charges due to tax	(\$46.80)
<i>SQ METRO COFFEE COM - Total For Police Administration</i>			<i>(\$1.95)</i>
<b>SQ METRO COFFEE COM - ALL DEPARTMENTS</b>			<b>(\$1.95)</b>

## SQ NORTHERN LIGHTS

SQ NORTHERN LIGHTS	Fleet Maintenance Fund	83307 WELD TRLR FRAME	\$200.00
<i>SQ NORTHERN LIGHTS - Total For Fleet Maintenance Fund</i>			<i>\$200.00</i>
<b>SQ NORTHERN LIGHTS - ALL DEPARTMENTS</b>			<b>\$200.00</b>

## SQ PEDEN'S INC.

SQ PEDEN'S INC.	Code Enforcement	MEN'S AND WOMEN'S CLOTHING STORES (Unif	\$300.00
<i>SQ PEDEN'S INC. - Total For Code Enforcement</i>			<i>\$300.00</i>
SQ PEDEN'S INC.	Golf - Operations	Screen Print for Hole in One Flags	\$270.00
<i>SQ PEDEN'S INC. - Total For Golf - Operations</i>			<i>\$270.00</i>
SQ PEDEN'S INC.	Human Resources	1 Retirement Plaque order	\$35.00
<i>SQ PEDEN'S INC. - Total For Human Resources</i>			<i>\$35.00</i>
SQ PEDEN'S INC.	Planning	MEN'S AND WOMEN'S CLOTHING STORES (Awar	\$324.75

SQ PEDEN'S INC.	Planning	MEN'S AND WOMEN'S CLOTHING STORES (T-shi	\$73.50
<i>SQ PEDEN'S INC. - Total For Planning</i>			\$398.25
SQ PEDEN'S INC.	Police Administration	uniform polo shirts for CSOs	\$87.00
SQ PEDEN'S INC.	Police Administration	uniform polos and vest	\$187.00
<i>SQ PEDEN'S INC. - Total For Police Administration</i>			\$274.00
<b>SQ PEDEN'S INC. - ALL DEPARTMENTS</b>			<b>\$1,277.25</b>

## STAPLES

STAPLES	Fire-EMS Administration	Ink Pens	\$43.97
<i>STAPLES - Total For Fire-EMS Administration</i>			\$43.97
STAPLES	Fire-EMS Operations	Alcohol Wipes	\$29.94
<i>STAPLES - Total For Fire-EMS Operations</i>			\$29.94
STAPLES	Metro Animal Shelter	office supplies	\$66.34
<i>STAPLES - Total For Metro Animal Shelter</i>			\$66.34
STAPLES	Refuse - Residential	NOTE BINDER TRUCK BARN	\$45.99
<i>STAPLES - Total For Refuse - Residential</i>			\$45.99
<b>STAPLES - ALL DEPARTMENTS</b>			<b>\$186.24</b>

## STAPLES DIRECT

STAPLES DIRECT	Ft. Caspar Museum	business cards for ghost tour tickets	\$13.79
<i>STAPLES DIRECT - Total For Ft. Caspar Museum</i>			\$13.79
STAPLES DIRECT	Human Resources	KEYBOARD	\$38.84
<i>STAPLES DIRECT - Total For Human Resources</i>			\$38.84
STAPLES DIRECT	Ice Arena - Operations	PLUS MEMBERSHIP	\$8.17
<i>STAPLES DIRECT - Total For Ice Arena - Operations</i>			\$8.17
STAPLES DIRECT	Rec Center - Admin	PLUS MEMBERSHIP	\$24.50
STAPLES DIRECT	Rec Center - Admin	CHAIR	\$139.99
<i>STAPLES DIRECT - Total For Rec Center - Admin</i>			\$164.49
STAPLES DIRECT	Rec Center - Classes	PLUS MEMBERSHIP	\$8.17
<i>STAPLES DIRECT - Total For Rec Center - Classes</i>			\$8.17
STAPLES DIRECT	Rec Center - Operations	PLUS MEMBERSHIP	\$8.16
<i>STAPLES DIRECT - Total For Rec Center - Operations</i>			\$8.16
<b>STAPLES DIRECT - ALL DEPARTMENTS</b>			<b>\$241.62</b>

## STATE OF WY.

STATE OF WY.	City Manager	Jordan-Smith Notary Renewal	\$30.00
<i>STATE OF WY. - Total For City Manager</i>			<i>\$30.00</i>
STATE OF WY.	Health Insurance Fund	July 2020 Contribution Subsidy	\$14,044.33
STATE OF WY.	Health Insurance Fund	September 2020	\$6,191.75
<i>STATE OF WY. - Total For Health Insurance Fund</i>			<i>\$20,236.08</i>
STATE OF WY.	Police Administration	Warne Notary	\$30.00
<i>STATE OF WY. - Total For Police Administration</i>			<i>\$30.00</i>
<b>STATE OF WY. - ALL DEPARTMENTS</b>			<b>\$20,296.08</b>

## STELLAR PROGRAMMING

STELLAR PROGRAMMING	Refuse - Commercial	Services	\$1,991.25
STELLAR PROGRAMMING	Refuse - Commercial	Services	\$1,923.75
STELLAR PROGRAMMING	Refuse - Commercial	Services	\$1,957.50
<i>STELLAR PROGRAMMING - Total For Refuse - Commercial</i>			<i>\$5,872.50</i>
<b>STELLAR PROGRAMMING - ALL DEPARTMENTS</b>			<b>\$5,872.50</b>

## STERLING

STERLING	Human Resources	Background Checks	\$663.86
<i>STERLING - Total For Human Resources</i>			<i>\$663.86</i>
<b>STERLING - ALL DEPARTMENTS</b>			<b>\$663.86</b>

## STEVE JOHNSTON

STEVE JOHNSTON	General Fund Revenue	Items for resale	\$100.00
<i>STEVE JOHNSTON - Total For General Fund Revenue</i>			<i>\$100.00</i>
<b>STEVE JOHNSTON - ALL DEPARTMENTS</b>			<b>\$100.00</b>

## STOTZ EQUIPMENT

STOTZ EQUIPMENT	WWTP Operations	Mower parts	\$57.96
STOTZ EQUIPMENT	WWTP Operations	Skidsteer bucket	\$1,600.00
<i>STOTZ EQUIPMENT - Total For WWTP Operations</i>			<i>\$1,657.96</i>

**STOTZ EQUIPMENT - ALL DEPARTMENTS** \$1,657.96

### Subway 12670

Subway 12670 Regional Water Operations JPB Lunch \$112.84

*Subway 12670 - Total For Regional Water Operations* \$112.84

**Subway 12670 - ALL DEPARTMENTS** \$112.84

### SUTHERLANDS 2219

SUTHERLANDS 2219 Aquatics - Operations Grout for Showers \$22.94

*SUTHERLANDS 2219 - Total For Aquatics - Operations* \$22.94

SUTHERLANDS 2219 Fire-EMS Operations Bug Spray for Station 6 \$19.98

*SUTHERLANDS 2219 - Total For Fire-EMS Operations* \$19.98

SUTHERLANDS 2219 Metro Animal Shelter credit for duplicate charge (\$588.00)

SUTHERLANDS 2219 Metro Animal Shelter munis duplication of entry \$588.00

SUTHERLANDS 2219 Metro Animal Shelter pellets \$588.00

*SUTHERLANDS 2219 - Total For Metro Animal Shelter* \$588.00

SUTHERLANDS 2219 Regional Water Operations Landscaping Supplies \$47.96

*SUTHERLANDS 2219 - Total For Regional Water Operations* \$47.96

SUTHERLANDS 2219 Water Distribution HANDICRETE \$20.10

SUTHERLANDS 2219 Water Distribution PRV elbow \$7.79

SUTHERLANDS 2219 Water Distribution Pressure tester valve \$21.00

*SUTHERLANDS 2219 - Total For Water Distribution* \$48.89

**SUTHERLANDS 2219 - ALL DEPARTMENTS** \$727.77

### SWI, LLC

SWI, LLC Balefill - Disposal & Landfill Installation of new fencing at \$89,664.35

*SWI, LLC - Total For Balefill - Disposal & Landfill* \$89,664.35

**SWI, LLC - ALL DEPARTMENTS** \$89,664.35

### SYN-TECH SYSTEMS

SYN-TECH SYSTEMS Fleet Maintenance Fund FUELMaster MAINT AGREEMENT \$2,550.00

*SYN-TECH SYSTEMS - Total For Fleet Maintenance Fund* \$2,550.00

**SYN-TECH SYSTEMS - ALL DEPARTMENTS** \$2,550.00

**TAYLOR & FRANCIS BOO**

TAYLOR & FRANCIS BOO Police Administration training materials \$419.58

*TAYLOR & FRANCIS BOO - Total For Police Administration* \$419.58

**TAYLOR & FRANCIS BOO - ALL DEPARTMENTS** \$419.58

**TEMPLEPUBLI**

TEMPLEPUBLI Police Administration NATIONAL MINORITY UPDATE - RECRUITING \$195.00

*TEMPLEPUBLI - Total For Police Administration* \$195.00

**TEMPLEPUBLI - ALL DEPARTMENTS** \$195.00

**TERMINIX OF WYOMING**

TERMINIX OF WYOMING WWTP Operations DISINFECTING AND EXTERMINATING SERVICES \$75.00

*TERMINIX OF WYOMING - Total For WWTP Operations* \$75.00

**TERMINIX OF WYOMING - ALL DEPARTMENTS** \$75.00

**TETON STEEL**

TETON STEEL Buildings & Structures Fund Supplies for Marion Kreiner Baby Pool Boiler Ins \$45.00

*TETON STEEL - Total For Buildings & Structures Fund* \$45.00

**TETON STEEL - ALL DEPARTMENTS** \$45.00

**TEXAS ROADHOUSE FR**

TEXAS ROADHOUSE FR Metro Animal Control meal during out of town training \$26.58

*TEXAS ROADHOUSE FR - Total For Metro Animal Control* \$26.58

**TEXAS ROADHOUSE FR - ALL DEPARTMENTS** \$26.58

**THATCHER CO.**

THATCHER CO. WWTP Regional Interceptors Ferrous chloride delivery on 9/3/2020 \$8,896.14

*THATCHER CO. - Total For WWTP Regional Interceptors* \$8,896.14

**THATCHER CO. - ALL DEPARTMENTS**

\$8,896.14

**THE HOME DEPOT**

THE HOME DEPOT	Buildings & Structures Fund	Parts to repair Chemical Shed exhaust fan	\$38.19
<i>THE HOME DEPOT - Total For Buildings &amp; Structures Fund</i>			\$38.19
THE HOME DEPOT	Capital Projects Fund	Caulk Gun and Supplies - Drill Tower Project	\$117.70
THE HOME DEPOT	Capital Projects Fund	Steel Stakes - Drill Tower Project	\$135.50
<i>THE HOME DEPOT - Total For Capital Projects Fund</i>			\$253.20
THE HOME DEPOT	Fire-EMS Operations	Station Supplies	\$164.47
<i>THE HOME DEPOT - Total For Fire-EMS Operations</i>			\$164.47
THE HOME DEPOT	Hogadon - Operations	HOME SUPPLY WAREHOUSE STORES	\$74.97
<i>THE HOME DEPOT - Total For Hogadon - Operations</i>			\$74.97
THE HOME DEPOT	Ice Arena - Operations	SUPPLIES FOR BUILDING A ZAMBONI BLADE SHA	\$189.91
THE HOME DEPOT	Ice Arena - Operations	GAME NET GOAL FRAME PAINT	\$57.44
THE HOME DEPOT	Ice Arena - Operations	CEILING PAINT	\$43.78
THE HOME DEPOT	Ice Arena - Operations	CEILING SUPPLIES AND GASKET	\$87.24
THE HOME DEPOT	Ice Arena - Operations	BROOM FROG TAPE	\$34.91
THE HOME DEPOT	Ice Arena - Operations	BOLT EXTRACTOR FOR RINK BENCHES	\$9.97
<i>THE HOME DEPOT - Total For Ice Arena - Operations</i>			\$423.25
THE HOME DEPOT	Parks - Special Areas	HOME SUPPLY WAREHOUSE STORES PERRENIAL	\$245.77
<i>THE HOME DEPOT - Total For Parks - Special Areas</i>			\$245.77
THE HOME DEPOT	Regional Water Operations	Credit on items that had tax from 091423/6103	(\$11.35)
THE HOME DEPOT	Regional Water Operations	Office Supplies	\$13.31
THE HOME DEPOT	Regional Water Operations	Office Supplies	\$10.81
THE HOME DEPOT	Regional Water Operations	Credit on returned item from 091423/0610349	(\$1.96)
THE HOME DEPOT	Regional Water Operations	Tools	\$113.88
<i>THE HOME DEPOT - Total For Regional Water Operations</i>			\$124.69
THE HOME DEPOT	Water Meters	Zip ties for meter/ERT installs	\$25.88
<i>THE HOME DEPOT - Total For Water Meters</i>			\$25.88
<b>THE HOME DEPOT - ALL DEPARTMENTS</b>			<b>\$1,350.42</b>

**THE JOY FACTORY WEBS**

THE JOY FACTORY WEBS	Fire-EMS Operations	iPad mount for vehicle	\$28.94
<i>THE JOY FACTORY WEBS - Total For Fire-EMS Operations</i>			\$28.94



**THE JOY FACTORY WEBS - ALL DEPARTMENTS** \$28.94

## THE LYRIC

THE LYRIC Planning MEMBERSHIP CLUBS,(SPORTS,RECREATION,ATH \$50.00

*THE LYRIC - Total For Planning* \$50.00

**THE LYRIC - ALL DEPARTMENTS** \$50.00

## TLO TRANSUNION

TLO TRANSUNION Police Administration investigative searches \$118.85

*TLO TRANSUNION - Total For Police Administration* \$118.85

**TLO TRANSUNION - ALL DEPARTMENTS** \$118.85

## TOP OFFICE PRODUCTS

TOP OFFICE PRODUCTS City Attorney STATIONERY,OFFICE SUPPLIES,PRINTING AND \$200.58

*TOP OFFICE PRODUCTS - Total For City Attorney* \$200.58

TOP OFFICE PRODUCTS Ft. Caspar Museum Quarterly fee for copier/scanner \$15.74

*TOP OFFICE PRODUCTS - Total For Ft. Caspar Museum* \$15.74

TOP OFFICE PRODUCTS Municipal Court Services \$31.14

*TOP OFFICE PRODUCTS - Total For Municipal Court* \$31.14

TOP OFFICE PRODUCTS Parks - Parks Maint. Services \$86.26

*TOP OFFICE PRODUCTS - Total For Parks - Parks Maint.* \$86.26

**TOP OFFICE PRODUCTS - ALL DEPARTMENTS** \$333.72

## TOWNSQUARE MEDIA CAS

TOWNSQUARE MEDIA CAS Golf - Operations ADVERTISING SERVICES \$500.00

*TOWNSQUARE MEDIA CAS - Total For Golf - Operations* \$500.00

TOWNSQUARE MEDIA CAS Sewer Stormwater ADVERTISING SERVICES \$348.00

*TOWNSQUARE MEDIA CAS - Total For Sewer Stormwater* \$348.00

**TOWNSQUARE MEDIA CAS - ALL DEPARTMENTS** \$848.00

## TRACTOR SUPPLY CO

TRACTOR SUPPLY CO Balefill - Baler Processing RAT TRAPS AND FLY SPRAY \$74.33

TRACTOR SUPPLY CO	Balefill - Baler Processing	SCALE EDGE MARKERS	\$8.77
<i>TRACTOR SUPPLY CO - Total For Balefill - Baler Processing</i>			<i>\$83.10</i>
TRACTOR SUPPLY CO	Fire-EMS Operations	Pin Wiz Pro - Hitch Pin	\$17.99
TRACTOR SUPPLY CO	Fire-EMS Operations	100 Gallon Rubbermaid Tank	\$82.99
<i>TRACTOR SUPPLY CO - Total For Fire-EMS Operations</i>			<i>\$100.98</i>
TRACTOR SUPPLY CO	Regional Water Operations	forklift fuel	\$16.74
<i>TRACTOR SUPPLY CO - Total For Regional Water Operations</i>			<i>\$16.74</i>
TRACTOR SUPPLY CO	Water Distribution	Weed sprayer pump repair parts	\$112.97
<i>TRACTOR SUPPLY CO - Total For Water Distribution</i>			<i>\$112.97</i>
<b>TRACTOR SUPPLY CO - ALL DEPARTMENTS</b>			<b>\$313.79</b>

## TRETO CONST.

TRETO CONST.	Capital Projects Fund	Gems S029014 NORTH BEVERLY IMP	275,692.70
TRETO CONST.	Capital Projects Fund	2020 Platte River Trails Repla	187,607.00
<i>TRETO CONST. - Total For Capital Projects Fund</i>			<i>\$463,299.70</i>
TRETO CONST.	Water Revenue and Transfers Contract Withholding: 20300030		\$58,794.00
<i>TRETO CONST. - Total For Water Revenue and Transfers</i>			<i>\$58,794.00</i>
TRETO CONST.	Water Tanks	Gems S029031- W Casper Zone 2	\$4,000.00
<i>TRETO CONST. - Total For Water Tanks</i>			<i>\$4,000.00</i>
<b>TRETO CONST. - ALL DEPARTMENTS</b>			<b>\$526,093.70</b>

## TRI STATE OIL RECLAI

TRI STATE OIL RECLAI	Balefill - Diversion & Special	Services	\$787.50
<i>TRI STATE OIL RECLAI - Total For Balefill - Diversion &amp; Special</i>			<i>\$787.50</i>
<b>TRI STATE OIL RECLAI - ALL DEPARTMENTS</b>			<b>\$787.50</b>

## TRIHIDRO CORP.

TRIHIDRO CORP.	Capital Projects Fund	GemsS028879-EPA Brownfields Ha	\$343.75
TRIHIDRO CORP.	Capital Projects Fund	GemsS028879-EPA Brownfields Ha	\$93.75
<i>TRIHIDRO CORP. - Total For Capital Projects Fund</i>			<i>\$437.50</i>
<b>TRIHIDRO CORP. - ALL DEPARTMENTS</b>			<b>\$437.50</b>

## TRI-TECHNICAL SYSTEM

TRI-TECHNICAL SYSTEM	Golf - Operations	COMPUTERS,COMPUTER PERIPHERAL EQUIPME	\$46.00
<i>TRI-TECHNICAL SYSTEM - Total For Golf - Operations</i>			<i>\$46.00</i>
<b>TRI-TECHNICAL SYSTEM - ALL DEPARTMENTS</b>			<b>\$46.00</b>

## TRUENORTH STEEL-CASP

TRUENORTH STEEL-CASP	Sewer Stormwater	25th and Mitchell Storm line repair parts	\$221.92
<i>TRUENORTH STEEL-CASP - Total For Sewer Stormwater</i>			<i>\$221.92</i>
<b>TRUENORTH STEEL-CASP - ALL DEPARTMENTS</b>			<b>\$221.92</b>

## TURF MASTER LLC

TURF MASTER LLC	Cemetery	Sod for Parks and Cemetery	\$382.50
TURF MASTER LLC	Cemetery	Sod for Cemetery	\$137.70
<i>TURF MASTER LLC - Total For Cemetery</i>			<i>\$520.20</i>
TURF MASTER LLC	Parks - Parks Maint.	Sod for Parks and Cemetery	\$382.50
<i>TURF MASTER LLC - Total For Parks - Parks Maint.</i>			<i>\$382.50</i>
<b>TURF MASTER LLC - ALL DEPARTMENTS</b>			<b>\$902.70</b>

## TYLER TECHNOLOGIES I

TYLER TECHNOLOGIES I	Balefill - Disposal & Landfill	Gems S028911 - Tyler Conversio	\$80.40
TYLER TECHNOLOGIES I	Balefill - Disposal & Landfill	Gems S028911 - Tyler Conversio	\$28.00
TYLER TECHNOLOGIES I	Balefill - Disposal & Landfill	Gems S028911 - Tyler Conversio	\$112.00
TYLER TECHNOLOGIES I	Balefill - Disposal & Landfill	Gems S028911 - Tyler Conversio	\$168.00
TYLER TECHNOLOGIES I	Balefill - Disposal & Landfill	Gems S028911 - Tyler Conversio	\$616.00
<i>TYLER TECHNOLOGIES I - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$1,004.40</i>
TYLER TECHNOLOGIES I	Capital Projects Fund	Gems S028911 - Tyler Conversio	\$2,898.00
TYLER TECHNOLOGIES I	Capital Projects Fund	Gems S028911 - Tyler Conversio	\$1,386.90
TYLER TECHNOLOGIES I	Capital Projects Fund	Gems S028911 - Tyler Conversio	\$483.00
TYLER TECHNOLOGIES I	Capital Projects Fund	Gems S028911 - Tyler Conversio	\$1,932.00
TYLER TECHNOLOGIES I	Capital Projects Fund	Gems S028911 - Tyler Conversio	\$10,626.00
<i>TYLER TECHNOLOGIES I - Total For Capital Projects Fund</i>			<i>\$17,325.90</i>
TYLER TECHNOLOGIES I	Refuse - Residential	Gems S028911 - Tyler Conversio	\$120.60
TYLER TECHNOLOGIES I	Refuse - Residential	Gems S028911 - Tyler Conversio	\$924.00
TYLER TECHNOLOGIES I	Refuse - Residential	Gems S028911 - Tyler Conversio	\$252.00

TYLER TECHNOLOGIES I	Refuse - Residential	Gems S028911 - Tyler Conversio	\$42.00
TYLER TECHNOLOGIES I	Refuse - Residential	Gems S028911 - Tyler Conversio	\$168.00
<i>TYLER TECHNOLOGIES I - Total For Refuse - Residential</i>			<i>\$1,506.60</i>
TYLER TECHNOLOGIES I	Regional Water Operations	Gems S028911 - Tyler Conversio	\$154.00
TYLER TECHNOLOGIES I	Regional Water Operations	Gems S028911 - Tyler Conversio	\$20.10
TYLER TECHNOLOGIES I	Regional Water Operations	Gems S028911 - Tyler Conversio	\$42.00
TYLER TECHNOLOGIES I	Regional Water Operations	Gems S028911 - Tyler Conversio	\$7.00
TYLER TECHNOLOGIES I	Regional Water Operations	Gems S028911 - Tyler Conversio	\$28.00
<i>TYLER TECHNOLOGIES I - Total For Regional Water Operations</i>			<i>\$251.10</i>
TYLER TECHNOLOGIES I	Sewer Wastewater Collection	Gems S028911 - Tyler Conversio	\$770.00
TYLER TECHNOLOGIES I	Sewer Wastewater Collection	Gems S028911 - Tyler Conversio	\$210.00
TYLER TECHNOLOGIES I	Sewer Wastewater Collection	Gems S028911 - Tyler Conversio	\$35.00
TYLER TECHNOLOGIES I	Sewer Wastewater Collection	Gems S028911 - Tyler Conversio	\$140.00
TYLER TECHNOLOGIES I	Sewer Wastewater Collection	Gems S028911 - Tyler Conversio	\$100.50
<i>TYLER TECHNOLOGIES I - Total For Sewer Wastewater Collection</i>			<i>\$1,255.50</i>
TYLER TECHNOLOGIES I	Water Distribution	Gems S028911 - Tyler Conversio	\$77.00
TYLER TECHNOLOGIES I	Water Distribution	Gems S028911 - Tyler Conversio	\$308.00
TYLER TECHNOLOGIES I	Water Distribution	Gems S028911 - Tyler Conversio	\$221.10
TYLER TECHNOLOGIES I	Water Distribution	Gems S028911 - Tyler Conversio	\$1,694.00
TYLER TECHNOLOGIES I	Water Distribution	Gems S028911 - Tyler Conversio	\$462.00
<i>TYLER TECHNOLOGIES I - Total For Water Distribution</i>			<i>\$2,762.10</i>
TYLER TECHNOLOGIES I	WWTP Operations	Gems S028911 - Tyler Conversio	\$112.00
TYLER TECHNOLOGIES I	WWTP Operations	Gems S028911 - Tyler Conversio	\$80.40
TYLER TECHNOLOGIES I	WWTP Operations	Gems S028911 - Tyler Conversio	\$168.00
TYLER TECHNOLOGIES I	WWTP Operations	Gems S028911 - Tyler Conversio	\$28.00
TYLER TECHNOLOGIES I	WWTP Operations	Gems S028911 - Tyler Conversio	\$616.00
<i>TYLER TECHNOLOGIES I - Total For WWTP Operations</i>			<i>\$1,004.40</i>
<b>TYLER TECHNOLOGIES I - ALL DEPARTMENTS</b>			<b>\$25,110.00</b>

## ULINE SHIP SUPPLIE

ULINE SHIP SUPPLIE	Hogadon - Operations	lift supplies	\$986.72
<i>ULINE SHIP SUPPLIE - Total For Hogadon - Operations</i>			<i>\$986.72</i>
<b>ULINE SHIP SUPPLIE - ALL DEPARTMENTS</b>			<b>\$986.72</b>

## UNIFORM ADVANTAGE

UNIFORM ADVANTAGE	Metro Animal Shelter	cleaning products	\$125.34
<i>UNIFORM ADVANTAGE - Total For Metro Animal Shelter</i>			<i>\$125.34</i>
<b>UNIFORM ADVANTAGE - ALL DEPARTMENTS</b>			<b>\$125.34</b>

## UNIFORMS 2 GEAR

UNIFORMS 2 GEAR	Police Administration	Uniforms	\$253.12
UNIFORMS 2 GEAR	Police Administration	Uniforms	\$278.00
<i>UNIFORMS 2 GEAR - Total For Police Administration</i>			<i>\$531.12</i>
<b>UNIFORMS 2 GEAR - ALL DEPARTMENTS</b>			<b>\$531.12</b>

## UNION WIRELESS

UNION WIRELESS	Water Tanks	Upper Rock Creek Reservoir SCADA & Cell Phon	\$94.97
UNION WIRELESS	Water Tanks	Upper Rock Creek SCADA & Cell Phone	\$94.97
<i>UNION WIRELESS - Total For Water Tanks</i>			<i>\$189.94</i>
<b>UNION WIRELESS - ALL DEPARTMENTS</b>			<b>\$189.94</b>

## UPS 0000008F045W360

UPS 0000008F045W360	Regional Water Operations	Ship Lab Tests	\$140.92
<i>UPS 0000008F045W360 - Total For Regional Water Operations</i>			<i>\$140.92</i>
<b>UPS 0000008F045W360 - ALL DEPARTMENTS</b>			<b>\$140.92</b>

## URGENT CARE OF CASPE

URGENT CARE OF CASPE	Property Insurance Fund	MEDICAL SERVICES & HEALTH PRACTITIONERS	\$1,025.00
<i>URGENT CARE OF CASPE - Total For Property Insurance Fund</i>			<i>\$1,025.00</i>
<b>URGENT CARE OF CASPE - ALL DEPARTMENTS</b>			<b>\$1,025.00</b>

## USPS PO 5715580478

USPS PO 5715580478	WWTP Pretreatment	Certified Mail	\$7.80
<i>USPS PO 5715580478 - Total For WWTP Pretreatment</i>			<i>\$7.80</i>

**USPS PO 5715580478 - ALL DEPARTMENTS**

\$7.80

**USPS PO 5715580945**

USPS PO 5715580945	Sewer Wastewater Collection postage for mailings		\$110.00
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<i>USPS PO 5715580945 - Total For Sewer Wastewater Collection</i>			\$110.00
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USPS PO 5715580945	WWTP Operations	Certified Mail	\$7.60
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<i>USPS PO 5715580945 - Total For WWTP Operations</i>			\$7.60
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**USPS PO 5715580945 - ALL DEPARTMENTS**

\$117.60

**USPS PO 5762700491**

USPS PO 5762700491	WWTP Operations	Certified mail	\$14.65
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<i>USPS PO 5762700491 - Total For WWTP Operations</i>			\$14.65
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**USPS PO 5762700491 - ALL DEPARTMENTS**

\$14.65

**VCN NATRONAREALESTAT**

VCN NATRONAREALESTAT	Municipal Court	Notary Bond Filing	\$38.50
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<i>VCN NATRONAREALESTAT - Total For Municipal Court</i>			\$38.50
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**VCN NATRONAREALESTAT - ALL DEPARTMENTS**

\$38.50

**VCN WYDOTIFTAIRP**

VCN WYDOTIFTAIRP	Fleet Maintenance Fund	TRANSFER FEE LIC PL	\$6.25
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<i>VCN WYDOTIFTAIRP - Total For Fleet Maintenance Fund</i>			\$6.25
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**VCN WYDOTIFTAIRP - ALL DEPARTMENTS**

\$6.25

**VERIZON CONNECT NWF**

VERIZON CONNECT NWF	Code Enforcement	Services	\$145.71
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VERIZON CONNECT NWF	Code Enforcement	Services	\$145.71
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<i>VERIZON CONNECT NWF - Total For Code Enforcement</i>			\$291.42
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VERIZON CONNECT NWF	Fleet Maintenance Fund	Services	\$23.51
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VERIZON CONNECT NWF	Fleet Maintenance Fund	Services	\$16.19
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<i>VERIZON CONNECT NWF - Total For Fleet Maintenance Fund</i>			\$39.70
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VERIZON CONNECT NWF	Parks - Parks Maint.	Services	\$242.85
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VERIZON CONNECT NWF	Parks - Parks Maint.	Services	\$242.85
<i>VERIZON CONNECT NWF - Total For Parks - Parks Maint.</i>			<i>\$485.70</i>
VERIZON CONNECT NWF	Refuse - Residential	Services	\$518.08
VERIZON CONNECT NWF	Refuse - Residential	Services	\$534.27
<i>VERIZON CONNECT NWF - Total For Refuse - Residential</i>			<i>\$1,052.35</i>
VERIZON CONNECT NWF	Sewer Wastewater Collection	Services	\$48.57
VERIZON CONNECT NWF	Sewer Wastewater Collection	Services	\$48.57
<i>VERIZON CONNECT NWF - Total For Sewer Wastewater Collection</i>			<i>\$97.14</i>
VERIZON CONNECT NWF	Streets	Services	\$500.34
VERIZON CONNECT NWF	Streets	Services	\$518.08
<i>VERIZON CONNECT NWF - Total For Streets</i>			<i>\$1,018.42</i>
VERIZON CONNECT NWF	Water Distribution	Services	\$161.90
VERIZON CONNECT NWF	Water Distribution	Services	\$161.90
<i>VERIZON CONNECT NWF - Total For Water Distribution</i>			<i>\$323.80</i>
<b>VERIZON CONNECT NWF - ALL DEPARTMENTS</b>			<b>\$3,308.53</b>

## VERIZON WIRELESS

VERIZON WIRELESS	Buildings & Structures Fund	Credit memo	(\$64.83)
<i>VERIZON WIRELESS - Total For Buildings &amp; Structures Fund</i>			<i>(\$64.83)</i>
VERIZON WIRELESS	Code Enforcement	Services	\$215.97
<i>VERIZON WIRELESS - Total For Code Enforcement</i>			<i>\$215.97</i>
VERIZON WIRELESS	Metro Animal Shelter	Phones	\$259.86
<i>VERIZON WIRELESS - Total For Metro Animal Shelter</i>			<i>\$259.86</i>
VERIZON WIRELESS	Public Safety Communication	Phone bill	\$250.48
VERIZON WIRELESS	Public Safety Communication	Services	\$160.14
<i>VERIZON WIRELESS - Total For Public Safety Communications</i>			<i>\$410.62</i>
VERIZON WIRELESS	Water Distribution	Services	\$277.98
<i>VERIZON WIRELESS - Total For Water Distribution</i>			<i>\$277.98</i>
VERIZON WIRELESS	Water Meters	Phone charges	\$532.24
<i>VERIZON WIRELESS - Total For Water Meters</i>			<i>\$532.24</i>
<b>VERIZON WIRELESS - ALL DEPARTMENTS</b>			<b>\$1,631.84</b>

## VERMEER SALES & SERV

VERMEER SALES & SERV	Balefill - Diversion & Special	Remote control for grinder	\$1,962.40
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<i>VERMEER SALES &amp; SERV - Total For Balefill - Diversion &amp; Special</i>			<i>\$1,962.40</i>
VERMEER SALES & SERV	Fleet Maintenance Fund	Services	\$3,582.31
<i>VERMEER SALES &amp; SERV - Total For Fleet Maintenance Fund</i>			<i>\$3,582.31</i>
<b>VERMEER SALES &amp; SERV - ALL DEPARTMENTS</b>			<b>\$5,544.71</b>

## VISTAPR VISTAPRINT.C

VISTAPR VISTAPRINT.C	Human Resources	CASPER CORE VALUES FACILITY POSTERS	\$184.41
<i>VISTAPR VISTAPRINT.C - Total For Human Resources</i>			<i>\$184.41</i>
<b>VISTAPR VISTAPRINT.C - ALL DEPARTMENTS</b>			<b>\$184.41</b>

## VOIANCE LLC

VOIANCE LLC	Police Administration	interpretation services	\$35.99
<i>VOIANCE LLC - Total For Police Administration</i>			<i>\$35.99</i>
<b>VOIANCE LLC - ALL DEPARTMENTS</b>			<b>\$35.99</b>

## VRC COMPANIES LLC

VRC COMPANIES LLC	City Attorney	July 2020 Services	\$79.13
VRC COMPANIES LLC	City Attorney	August 2020 Services	\$2.30
VRC COMPANIES LLC	City Attorney	March 2020 Services	\$74.30
<i>VRC COMPANIES LLC - Total For City Attorney</i>			<i>\$155.73</i>
VRC COMPANIES LLC	Human Resources	Services	\$87.78
<i>VRC COMPANIES LLC - Total For Human Resources</i>			<i>\$87.78</i>
VRC COMPANIES LLC	Municipal Court	August 2020 Services	\$54.39
<i>VRC COMPANIES LLC - Total For Municipal Court</i>			<i>\$54.39</i>
VRC COMPANIES LLC	Police Administration	Services	\$119.07
<i>VRC COMPANIES LLC - Total For Police Administration</i>			<i>\$119.07</i>
VRC COMPANIES LLC	Public Safety Communication Services		\$78.02
<i>VRC COMPANIES LLC - Total For Public Safety Communications</i>			<i>\$78.02</i>
<b>VRC COMPANIES LLC - ALL DEPARTMENTS</b>			<b>\$494.99</b>

## VZWRLSS IVR VB

VZWRLSS IVR VB	Cemetery	TELECOMMUNICATION SERV.INC CEMETERY LA	\$40.01
<i>VZWRLSS IVR VB - Total For Cemetery</i>			<i>\$40.01</i>



VZWRLSS IVR VB	Sewer Wastewater Collection remote device data		\$73.92
<i>VZWRLSS IVR VB - Total For Sewer Wastewater Collection</i>			\$73.92
VZWRLSS IVR VB	Streets	September Streets on call and Traffic hotspot	\$66.07
<i>VZWRLSS IVR VB - Total For Streets</i>			\$66.07
VZWRLSS IVR VB	WWTP Operations	TELECOMMUNICATION SERV.INCLUD. LOCAL/L.	\$146.10
<i>VZWRLSS IVR VB - Total For WWTP Operations</i>			\$146.10
<b>VZWRLSS IVR VB - ALL DEPARTMENTS</b>			<b>\$326.10</b>

## VZWRLSS MY VZ VB P

VZWRLSS MY VZ VB P	Fire-EMS Administration	July Cell Phone	\$1,480.37
VZWRLSS MY VZ VB P	Fire-EMS Administration	July Air Card	\$120.03
<i>VZWRLSS MY VZ VB P - Total For Fire-EMS Administration</i>			\$1,600.40
VZWRLSS MY VZ VB P	Regional Water Operations	WTP Operator Cell Phone	\$26.06
<i>VZWRLSS MY VZ VB P - Total For Regional Water Operations</i>			\$26.06
<b>VZWRLSS MY VZ VB P - ALL DEPARTMENTS</b>			<b>\$1,626.46</b>

## WALGREENS #7601

WALGREENS #7601	Fire-EMS Operations	Station Supplies - Batteries	\$11.53
<i>WALGREENS #7601 - Total For Fire-EMS Operations</i>			\$11.53
<b>WALGREENS #7601 - ALL DEPARTMENTS</b>			<b>\$11.53</b>

## WAL-MART #1617

WAL-MART #1617	Fire-EMS Operations	Car Wash	\$6.47
<i>WAL-MART #1617 - Total For Fire-EMS Operations</i>			\$6.47
<b>WAL-MART #1617 - ALL DEPARTMENTS</b>			<b>\$6.47</b>

## WAL-MART #3778

WAL-MART #3778	Fire-EMS Operations	Station Supplies	\$31.98
<i>WAL-MART #3778 - Total For Fire-EMS Operations</i>			\$31.98
WAL-MART #3778	Golf - Operations	Cleaning Supplies & General Supplies	\$64.96
<i>WAL-MART #3778 - Total For Golf - Operations</i>			\$64.96
WAL-MART #3778	Metro Animal Shelter	shoes	\$29.82
WAL-MART #3778	Metro Animal Shelter	soft animal food	\$71.54

WAL-MART #3778 - Total For Metro Animal Shelter	\$101.36
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<b>WAL-MART #3778 - ALL DEPARTMENTS</b>	<b>\$198.30</b>
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## WAYNE COLEMAN CONSTR

WAYNE COLEMAN CONSTR	Water Distribution	2020 CPU Asphalt Repair	\$1,682.10
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WAYNE COLEMAN CONSTR	Water Distribution	2020 CPU Asphalt Repair	\$47,585.02
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WAYNE COLEMAN CONSTR	Water Distribution	2020 CPU Asphalt Repair	\$4,679.10
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WAYNE COLEMAN CONSTR - Total For Water Distribution	\$53,946.22
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<b>WAYNE COLEMAN CONSTR - ALL DEPARTMENTS</b>	<b>\$53,946.22</b>
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## WEAR PARTS INC

WEAR PARTS INC	Refuse - Residential	BOLTS TO REPAIR GANTRY ON 2267	\$58.57
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WEAR PARTS INC - Total For Refuse - Residential	\$58.57
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WEAR PARTS INC	Sewer Stormwater	fittings for storm line repair	\$5.20
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WEAR PARTS INC - Total For Sewer Stormwater	\$5.20
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WEAR PARTS INC	Traffic Control	Bolts and nuts for plow blade rack.	\$67.80
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WEAR PARTS INC - Total For Traffic Control	\$67.80
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WEAR PARTS INC	WWTP Operations	Nuts	\$14.08
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WEAR PARTS INC - Total For WWTP Operations	\$14.08
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<b>WEAR PARTS INC - ALL DEPARTMENTS</b>	<b>\$145.65</b>
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## Wear Parts, Inc.

Wear Parts, Inc.	Balefill - Baler Processing	Supplies	\$17.93
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Wear Parts, Inc. - Total For Balefill - Baler Processing	\$17.93
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<b>Wear Parts, Inc. - ALL DEPARTMENTS</b>	<b>\$17.93</b>
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## WENDY'S - 8063

WENDY'S - 8063	Metro Animal Control	meal out of town training	\$10.52
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WENDY'S - 8063 - Total For Metro Animal Control	\$10.52
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<b>WENDY'S - 8063 - ALL DEPARTMENTS</b>	<b>\$10.52</b>
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## WENDY'S #6911

WENDY'S #6911	Police Administration	meal for suspect 20-057055	\$7.44
<i>WENDY'S #6911 - Total For Police Administration</i>			<i>\$7.44</i>
<b>WENDY'S #6911 - ALL DEPARTMENTS</b>			<b>\$7.44</b>

## WEST PLAINS ENGINEER

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

## WESTERN STATES FIRE

WESTERN STATES FIRE	Regional Water Operations	Repair from annual inspection	\$1,940.00
<i>WESTERN STATES FIRE - Total For Regional Water Operations</i>			<i>\$1,940.00</i>
<b>WESTERN STATES FIRE - ALL DEPARTMENTS</b>			<b>\$1,940.00</b>

## WESTERN WATER CONSUL

WESTERN WATER CONSUL	Capital Projects Fund	Gems S028465 - K STREET REHAB	\$936.00
WESTERN WATER CONSUL	Capital Projects Fund	Midwest Elm to Walnut Construc	\$2,901.50
WESTERN WATER CONSUL	Capital Projects Fund	Midwest Elm to Walnut Construc	\$2,418.75
<i>WESTERN WATER CONSUL - Total For Capital Projects Fund</i>			<i>\$6,256.25</i>
<b>WESTERN WATER CONSUL - ALL DEPARTMENTS</b>			<b>\$6,256.25</b>

## WESTSIDE ANIMAL HOSP

WESTSIDE ANIMAL HOSP	Metro Animal Shelter	vet care for several animals	\$94.50
<i>WESTSIDE ANIMAL HOSP - Total For Metro Animal Shelter</i>			<i>\$94.50</i>
<b>WESTSIDE ANIMAL HOSP - ALL DEPARTMENTS</b>			<b>\$94.50</b>

## WHITES MOUNTAIN

WHITES MOUNTAIN	Fleet Maintenance Fund	230082 SOOT MASS DIAGNOISIS	\$194.60
<i>WHITES MOUNTAIN - Total For Fleet Maintenance Fund</i>			<i>\$194.60</i>
<b>WHITES MOUNTAIN - ALL DEPARTMENTS</b>			<b>\$194.60</b>

## WLC ENGINEERING - SU

WLC ENGINEERING - SU	Capital Projects Fund	Industrial storm and street de	\$3,692.00
WLC ENGINEERING - SU	Capital Projects Fund	Ridgecrest Zone 2-3 Waterline	\$659.96
<i>WLC ENGINEERING - SU - Total For Capital Projects Fund</i>			<i>\$4,351.96</i>
WLC ENGINEERING - SU	Water Distribution	Ridgecrest Zone 2-3 Waterline	\$1,697.04
<i>WLC ENGINEERING - SU - Total For Water Distribution</i>			<i>\$1,697.04</i>
WLC ENGINEERING - SU	Water Tanks	Gems S028349 - W Casper Zone I	\$2,115.75
<i>WLC ENGINEERING - SU - Total For Water Tanks</i>			<i>\$2,115.75</i>
<b>WLC ENGINEERING - SU - ALL DEPARTMENTS</b>			<b>\$8,164.75</b>

## WM SUPERCENTER

WM SUPERCENTER	Fire-EMS Operations	Microwave	\$159.00
<i>WM SUPERCENTER - Total For Fire-EMS Operations</i>			<i>\$159.00</i>
WM SUPERCENTER	Metro Animal Shelter	dog food	\$91.62
<i>WM SUPERCENTER - Total For Metro Animal Shelter</i>			<i>\$91.62</i>
<b>WM SUPERCENTER - ALL DEPARTMENTS</b>			<b>\$250.62</b>

## WY. ASSOC. OF MUNICI

WY. ASSOC. OF MUNICI	City Clerk	Membership - Tremel	\$65.00
<i>WY. ASSOC. OF MUNICI - Total For City Clerk</i>			<i>\$65.00</i>
<b>WY. ASSOC. OF MUNICI - ALL DEPARTMENTS</b>			<b>\$65.00</b>

## WY. DEPT. OF TRANSP

WY. DEPT. OF TRANSP	Capital Projects Fund	Gems S028962 - Bryan Stock Tra	\$34.65
<i>WY. DEPT. OF TRANSP - Total For Capital Projects Fund</i>			<i>\$34.65</i>
<b>WY. DEPT. OF TRANSP - ALL DEPARTMENTS</b>			<b>\$34.65</b>

## WY. MACHINERY CO.

WY. MACHINERY CO.	Balefill - Disposal & Landfill	Services	\$1,519.28
<i>WY. MACHINERY CO. - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$1,519.28</i>
WY. MACHINERY CO.	Property Insurance Fund	Repair Control Console Claim 3045/3112CA	\$4,231.22
<i>WY. MACHINERY CO. - Total For Property Insurance Fund</i>			<i>\$4,231.22</i>

**WY. MACHINERY CO. - ALL DEPARTMENTS** \$5,750.50

**WYOMING LOW VOLTAGE**

WYOMING LOW VOLTAGE Police Administration wiring for evidence room cameras \$455.00

*WYOMING LOW VOLTAGE - Total For Police Administration* \$455.00

WYOMING LOW VOLTAGE Refuse - Recycling NETWORK HARDWARE FOR MRF \$1,425.00

*WYOMING LOW VOLTAGE - Total For Refuse - Recycling* \$1,425.00

**WYOMING LOW VOLTAGE - ALL DEPARTMENTS** \$1,880.00

**WYOMING STATE GOLF A**

WYOMING STATE GOLF A Golf - Operations Active Membership \$667.00

*WYOMING STATE GOLF A - Total For Golf - Operations* \$667.00

**WYOMING STATE GOLF A - ALL DEPARTMENTS** \$667.00

**WYOMING STEEL & RECY**

WYOMING STEEL & RECY Balefill - Disposal & Landfill Pipe \$627.70

*WYOMING STEEL & RECY - Total For Balefill - Disposal & Landfill* \$627.70

WYOMING STEEL & RECY Refuse - Recycling Recycling \$15.00

WYOMING STEEL & RECY Refuse - Recycling Recycling \$9,397.20

*WYOMING STEEL & RECY - Total For Refuse - Recycling* \$9,412.20

**WYOMING STEEL & RECY - ALL DEPARTMENTS** \$10,039.90

**XEROX CORPORATION**

XEROX CORPORATION Engineering Monthly Charges 07/31 - 08/31/20 \$204.22

XEROX CORPORATION Engineering Monthly Services \$38.96

*XEROX CORPORATION - Total For Engineering* \$243.18

**XEROX CORPORATION - ALL DEPARTMENTS** \$243.18

**XEROX CORPORATION/RB**

XEROX CORPORATION/RB Regional Water Operations Office Copier \$211.84

*XEROX CORPORATION/RB - Total For Regional Water Operations* \$211.84

XEROX CORPORATION/RB - ALL DEPARTMENTS

\$211.84

**YOURMEMBER-CAREERS**

YOURMEMBER-CAREERS      Police Administration      POLICE CAREER FINDER      \$100.00

*YOURMEMBER-CAREERS - Total For Police Administration*      \$100.00

**YOURMEMBER-CAREERS - ALL DEPARTMENTS**      \$100.00

**CITYWIDE BILLS AND CLAIMS TOTAL**      \$3,338,339.42

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  
 10/06/20

**Additional Accounts Payable**

<b><u>9/10/20</u></b>	Prewrits - Sales Tax , Funding, payroll vendor, petty cash	
	Natrona County Health Dept.	135,000.00
	State of Wy - Dept of Revenue	1,291.18
	First Interstate Bank - Petty Cash	273.00
	Thyssenkrupp Elevator Co	2,888.00
	State of Wy - Dept of Workforce Services	66,857.36
		206,309.54
<b><u>09/23/20</u></b>	Prewrit - recording fee, reissue	
	Clerk of District Court	140.00
	RJ's Carpet Cleaning	80.00
		80.00
<b><u>09/24/20</u></b>	Prewrits - utility payments, recording fee, payroll vendor	
	Black Hills Energy	17,278.39
	Continental American Insurance	719.98
	Natrona County Clerk	225.00
		18,223.37

<b>Total Additional AP</b>	<b>\$ 224,612.91</b>
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September 24, 2020

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

FROM: John Henley, City Attorney *JH*  
Wallace Trembath, Deputy City Attorney *W. T.*

SUBJECT: An Ordinance Amending Ordinance No. 18-17, a Franchise Granting an Electric Utility Easement to PacifiCorp, an Oregon Corporation, Doing Business as Rocky Mountain Power.

**Meeting Type & Date**

Regular Council Meeting, October 6, 2020

**Action type**

Ordinance to Amend Ordinance No. 18-17

**Recommendation**

That Council approve the proposed Ordinance Amending Ordinance No. 18-17, a Franchise Granting an Electric Utility Easement to PacifiCorp, an Oregon Corporation, Doing Business as Rocky Mountain Power.

**Summary**

On November 21, 2017, City Council approved Ordinance No. 18-17, which granted an electric utility franchise and general utility easement (“Franchise”) to PacifiCorp, an Oregon corporation, doing business as Rocky Mountain Power. Under the Franchise, the City receives a seven percent (7%) franchise fee from Rocky Mountain Power.

Absent Council action, the franchise fee will automatically decrease to five percent (5%) on November 21, 2021, and the projected loss of revenue to the City will be approximately Seven Hundred Sixty Thousand Dollars (\$760,000) or more each fiscal year. Such a revenue loss would be impractical and unworkable from a budgetary and City services perspective.

The Franchise allows the City to change the franchise fee amount at any time. The proposed ordinance amendment would keep the franchise fee at its current level throughout the term of the Franchise, and preserve critical and stable funding for the City.

The City must give Rocky Mountain Power 60 days’ prior written notice of the franchise fee change before it is implemented.

**Financial Considerations**

\$760,000 of funding per year is at stake. See the summary above.

**Oversight/Project Responsibility**

J. Carter Napier, City Manager

**Attachments**

Proposed Ordinance Amendment



ORDINANCE NO. 23-20

AN ORDINANCE AMENDING ORDINANCE NO. 18-17, A FRANCHISE GRANTING AN ELECTRIC UTILITY EASEMENT TO PACIFICORP, AN OREGON CORPORATION, DOING BUSINESS AS ROCKY MOUNTAIN POWER.

WHEREAS, on November 21, 2017, City Council approved Ordinance No. 18-17, which granted an electric utility franchise and general utility easement (“Franchise”) to PacifiCorp, an Oregon corporation, doing business as Rocky Mountain Power; and,

WHEREAS, the City receives a seven percent (7%) franchise fee from Rocky Mountain Power; and,

WHEREAS, unless Council acts, the franchise fee automatically decreases to five percent (5%) on November 21, 2021; and,

WHEREAS, the projected loss of revenue to the City is approximately Seven Hundred Sixty Thousand Dollars (\$760,000) or more each fiscal year if the automatic decrease occurs; and,

WHEREAS, Council has determined that the projected revenue loss is impractical and unworkable from a budgetary perspective; and,

WHEREAS, the Franchise allows the City to change the franchise fee amount at any time; and,

WHEREAS, the City must give Rocky Mountain Power 60 days’ prior written notice of the franchise fee change before it is implemented; and,

WHEREAS, Council wants to amend the Franchise to keep the current, seven percent (7%) franchise fee in place throughout the term of the Franchise.

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

SECTION 1:

Section 13 A. of Ordinance No. 18-17 is amended to read:

In consideration of the rights, privileges, and franchise hereby granted, Rocky Mountain Power shall pay to the City seven percent (7%) of its gross revenues derived from within the corporate limits of City. The term “gross revenue” as used herein shall be construed to mean any revenue of Rocky Mountain Power derived from the retail sale and use of electric

power and energy within the municipal boundaries of the City after adjustment for the net write-off of uncollectible accounts and corrections of bills theretofore rendered. Notwithstanding any provision to the contrary, at any time during the term of this franchise, the City may elect to change the franchise fee amount as may then be allowed by state law. The City shall provide Rocky Mountain Power with prior written notice of such change following adoption of the change in percentage by the City. The change shall be effective sixty (60) days after the City has provided such written notice to Rocky Mountain Power.

SECTION 2:

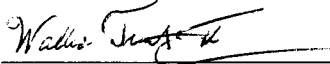
The City Manager or his designee shall notify Rocky Mountain Power of this change to the franchise fee by providing it with a copy of this executed Ordinance. The persons and addresses to whom notice shall be given are set forth in Section 19 of Ordinance No. 18-17.

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:

  
\_\_\_\_\_

CITY OF CASPER, WYOMING  
A Municipal Corporation

ATTEST:

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

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

ACCEPTED BY PACIFICORP:

\_\_\_\_\_  
Sharon Fain  
Vice President, Wyoming  
Date: \_\_\_\_\_

September 23, 2020

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Tom Pitlick, Financial Services Director *TP*  
SUBJECT: Amendment to the Fiscal Year 2021 Budget

**Meeting Type & Date**

Regular Council Meeting  
October 6, 2020

**Action Type**

Public Hearing  
Resolution

**Recommendation**

That Council, by Resolution, authorize an amendment to the Fiscal Year 2021 Budget.

**Summary**

The Municipal Budget Act, Section 16-4-108, prohibits the expenditure or encumbrance of any money in excess of the amounts provided in the budget for each department. To comply with this requirement, City Council may authorize an adjustment of budgets.

The budget amendment being proposed would be the second amendment to the originally adopted Fiscal Year 2020-2021 budget. If approved, this amendment would add \$2,501,107 of additional expenditure authority to the budget for the following projects:

**General Fund**

Project: CALEA Contract Expense \$38,000  
Funding Source: Reimbursable Police COVID expenditures

**Opportunity Fund**

Project: Goodstein Parking Lot (transfer to Capital Fund) \$160,000  
Funding Source: Available fund balance

**Capital Fund**

Project: Goodstein Parking Lot \$160,000  
Funding Source: Transfer from Opportunity Fund

Project: Ridgecrest Zone 2&3 Waterline Replacement \$392,112  
Funding Source: Carry forward from fy '20 approved budget

**Water Fund**

Project: Ridgecrest Zone 2&3 Waterline Replacement \$1,658,495  
Funding Source: \$1,385,895 carry forward from fy '20 approved budget  
\$272,600 available fund balance

**River Fund**

Project: Stantec contract adjustment \$50,000  
Golder contract contingency \$42,500  
Funding Source: Available fund balance

**Financial Considerations**

Total "carry over" funding requests = \$1,778,007. Net impact to projected fund balances = \$0 as expenditures were accounted for in the previous budget cycle.

Total supplemental budget requests = \$723,100. Net impact (after application of unanticipated revenues and transfers) to various funds is \$525,100 shown as follows:

General Fund	= \$ -0-	(offset by anticipated COVID reimbursements)
Capital Fund	= \$ -0-	(\$160,000 offset by transfer in from Oppty. Fund)
Water Fund	= \$ 272,600	(Additional funds needed for Ridgecrest project)
Opportunity Fund	= \$ 160,000	(Additional funds needed for Goodstein project)
River Fund	= \$ 92,500	(Additional funds needed for Stantec & Golder)

**Oversight/Project Responsibility**

Tom Pitlick, Financial Services Director

**Attachments**

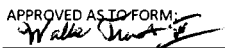
Budget Amendment Resolution  
Attachment A- Amendment Detail

**RESOLUTION NO. 20-186**

A RESOLUTION AMENDING THE CURRENT BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2021						
(SECOND AMENDMENT TO THE ORIGINAL ADOPTED BUDGET)						
Section 1. Following notice published Sept. 23, 2020, and the public hearing held October 6, 2020, the originally adopted						
Fiscal Year 2021 budget is amended as set out herein and in the detail by fund type and activity that supports						
this resolution which was considered at that hearing:						
	Total Budget as certified	Encumbered Contracts	Amendment BA #1	Amendment BA #2	Total Budget As Amended	Amendment #2 Funding Source(s)
<b>General Fund Revenues &amp; Other Financing Sources</b>						
Taxes	101	4,403,676			4,403,676	
Licenses & Permits	101	5,939,395			5,939,395	
Intergovernmental	101	27,949,549			27,949,549	
Fines and Forfeits	101	877,888			877,888	
Charges for Services	101	4,307,330			4,307,330	
Interest	101	372,655			372,655	
Miscellaneous	101	435,175			435,175	
Application of Cash	101	1,827,908			1,827,908	
Operating Transfers	101	0			0	
<b>Total GF Revenues and Other Sources</b>	<b>101</b>	<b>46,113,576</b>			<b>46,113,576</b>	
<b>General Fund Expenditures &amp; Other Financing Uses</b>						
Public Safety	101	24,563,302	144,209		24,745,511	Unanticipated Revenues
Public Works	101	3,684,159		38,000	3,684,159	
Health and Social Services	101	1,028,612			1,028,612	
Culture and Recreation	101	2,749,884	3,361		2,753,245	
General Government	101	9,588,443	74,693	186,228	9,849,364	
Transfers Out	101	4,499,175			4,499,175	
<b>Total GF Activity Expenditures</b>	<b>101</b>	<b>46,113,576</b>	<b>222,263</b>	<b>186,228</b>	<b>46,560,067</b>	
<b>Business Type / Enterprises</b>						
River Fund	106	63,402		45,665	201,567	Available Fund Balance
Weed & Pest	110	689,810			689,810	
CDBG	111	0	18,531		18,531	
Revolving Land Fund	113	42,462			42,462	
Perpetual Care	103	514,781	257,070		771,851	
Police Grants	114	421,566			421,566	
Special Fire Assistance	112	75,000		121,767	196,767	
CATC	115	2,720,846	1,800		2,722,646	
MPO	116	1,159,703	97,387		1,257,090	
Local Assessment Districts	104	160			160	
Capital Projects	150	8,710,310	14,610,227	3,165,244	27,037,893	\$392,112 fy '20 carry forward \$160,000 Transfer Oppty Fund
Opportunities Fund	102	1,004,922		160,000	1,164,922	Available Fund Balance
Water	201	14,936,837	3,874,485		20,469,817	\$1,385,895 fy'20 carry fwd; \$272,600 Avail Fund Bal.
Sewer	203	6,812,274	1,583,317		8,395,591	
WWTP	204	13,575,565	3,190,490	1,757,000	18,523,055	
Refuse Collection	205	7,441,384	626,092	1,229,369	9,296,845	
Balefill	206	7,423,524	2,457,863	2,856,823	12,738,210	
Aquatics	221	761,071	162,723	131,302	1,055,096	
Golf Course	222	855,049	4,195		859,244	
Ice Arena	223	505,653	3,816		509,469	
Hogadon	225	867,605	2,573		870,178	
Casper Events Center	226	886,836			886,836	
Parking	227	117,240	6,637		123,877	
PSCC	117	2,721,891	195,438		2,917,329	
CWR Water System	202	3,352,237	19,908		3,372,145	
Casper Recreation Center	224	1,491,164	254		1,491,418	
Redevelop Loan Fund	130	50,000			50,000	
Fleet Maintenance	251	2,384,527	127		2,384,654	
Buildings & Structures	252	1,026,475	14,515		1,040,990	
Employee Health Insurance	253	2,364,525			2,364,525	
Property and Liability Insurance	254	1,867,320	61,944	43,324	1,972,588	
Metro Animal Shelter	105	1,426,918	23,720		1,450,638	
<b>Total Gov Activities &amp; Business Expenditures</b>		<b>132,384,633</b>	<b>27,435,375</b>	<b>9,536,722</b>	<b>171,857,837</b>	

The Governing Body of the City of Casper hereby approves and adopts this "Second Amendment" to the fiscal year 2020-21 original adopted budget.

Passed this \_\_\_\_\_ day of \_\_\_\_\_  
(Day) (Month/Year)

APPROVED AS TO FORM:  


ATTEST:

\_\_\_\_\_  
 Fleur Tremel  
 City Clerk

CITY OF CASPER, WYOMING  
 A Municipal Corporation

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

# ATTACHMENT A

## FY 2021 BUDGET AMENDMENT #2

	<b>FUNDING REQUESTED</b>	<b>DESCRIPTION</b>
<b>General Fund</b>		
Police	\$38,000	CALEA Contract Expense
<b>Total General Fund</b>	<b>\$38,000</b>	
<b>Capital Projects</b>		
	\$392,112	Ridgecrest Zone 2&3 Waterline Replacement
	\$160,000	Additional Funding For Goodstein Prkg Lot
	(\$160,000)	Transfer In (from Oppty Fund)
<b>Total Net Capital Projects</b>	<b>\$392,112</b>	
<b>Opportunity Fund</b>	<b>\$160,000</b>	Transfer Out to Capital Fund (Goodstein)
<b>Water Fund</b>	<b>\$1,658,495</b>	Ridgecrest Zone 2&3 Waterline Replacement
<b>River Fund</b>		
	\$50,000	Stantec contract amendment
	\$42,500	Golder contract contingency
<b>Total River Fund</b>	<b>\$92,500</b>	
<b>TOTAL ADDITIONAL EXPENSE</b>	<b>\$2,501,107</b>	
<b>TOTAL ADDITIONAL REVENUE</b>	<b>(\$160,000)</b>	
<b>NET TOTAL BUDGET IMPACT</b>	<b>\$2,341,107</b>	

September 24, 2020

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

FROM: John Henley, City Attorney *JH*

SUBJECT: An Ordinance Amending Section 2.60.050 to the Code of Ethics of the Casper Municipal Code

**Meeting Type & Date**

Regular Council Meeting  
October 6, 2020

**Action type**

Second Reading

**Recommendation**

Provide direction and amendments as appropriate, to the proposed Ordinance Amending Section 2.60.050 to the Code of Ethics of the Casper Municipal Code.

**Summary**

A minor revision was made to the Ordinance to correct the date in the third “WHEREAS” clause to 2019.

Find attached a copy of the proposed Ordinance Amending Section 2.60.050 to the Code of Ethics of the Casper Municipal Code. The Ordinance incorporates the changes below:

Paragraph A., was created for purposes of formatting. The verbiage that previously existed in Section 2.60.050 was almost verbatim incorporated into paragraph A., except in a different format to allow for the addition of paragraphs B. and C.

Paragraph B., is a subsequent addition; it provides for a “Conflict of Interest” definition and explains the motivation and rationale of paragraph B. This paragraph also provides for a procedure and process if a conflict of interest or a potential conflict of interest were to arise. The procedure includes a duty to disclose conflicts of interest in connection with any proposed transaction, contract, arrangement, policy, program or other matter being considered by the Council. Additionally, the amendment and addition to this section discusses the process after disclosure of the conflict of interest or potential conflict of interest, and if/when a duty to abstain from voting is appropriate.

Paragraph C., establishes that should a council-member vote as a city council-member, he or she shall be precluded from taking any financial ownership in the matter voted upon, for the entirety of the time that the council-member is on Council and or is a City Council board or commission appointee.

**Financial Considerations**

None anticipated

**Oversight/Project Responsibility**

Mayor and Vice Mayor and City Council Members  
City Attorney

**Attachments**

Proposed Ordinance Amending Section 2.60.050 to the Code of Ethics of the Casper Municipal Code



ORDINANCE NO.21-20

AN ORDINANCE AMENDING SECTION 2.60.050 TO THE  
CODE OF ETHICS OF THE CASPER MUNICIPAL CODE.

WHEREAS, the members of the City Council desire to conduct their business in a manner that is legally and ethically beyond reproach; and

WHEREAS, on October 15, 2019, the City Council passed Ordinance No. 29-19 creating Chapter 2.60 Code of Ethics; and

WHEREAS, since 2019~~5~~ the City Council has determined the following modifications and additions to Section 2.60.050 are necessary.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Section 2.60.050 of the Casper Municipal Code is hereby amended and replaced as follows:

2.60.050 — A. Official decisions and votes.

A.1. A public official or public member shall not make an official decision or vote on an official decision if the public official or public member has a personal interest in the matter. In determining whether he or she has a personal interest in a matter, the public official or public member shall recognize the importance of his or her right to represent his or her constituency and shall abstain from voting only in clear cases of a personal interest, as defined in this subsection. A public official or public member shall not vote to give money or any direct financial benefit to himself or herself except for tax reductions affecting the general public. For purposes of this section, a personal interest is:

~~1.~~ With respect to the public official or public member, an interest which is direct and immediate as opposed to speculative and remote; and

a.

~~b. 2.~~ An interest that provides the public official or public member, a greater benefit or lesser detriment than it does for a large or substantial group or class of persons who are similarly situated.

2. B. A public official or public member, described by subsection “a” of this section shall abstain from voting on the decision and from making any official decision in the matter. The public official's or public member's abstention from voting must be recorded in the city's, board's or committee's official records.

3. ~~C.~~ This section shall not be construed to supersede Wyoming Statutes Sections 15-9-220, or 16-6-118. Those provisions shall control to the extent inconsistent with this section.

#### B. Definition of/purpose for Conflict of Interest. Prohibition.

1. Definition of "Conflict of Interest" A conflict of interest will be deemed to exist, whenever an individual is in the position to approve or influence policies or actions of the City of Casper or one of its boards or commissions (hereafter City), or reasonably appears to be in a position to approve or influence policies or actions of the City, which involve or could harm, or benefit financially: (i) the individual; (ii) any member of the member's immediate family (spouse, parents, children, brothers or sisters, and spouses of these individuals and/or cohabitation partner); (iii) any organization in which he or she or an immediate family member or cohabitation partner is a director, trustee or officer or has more than five percent equity or investment interest or the right to acquire any equity or investment interest of more than five percent; (iv) any organization in which he or she or an immediate family member or cohabitation partner has a compensation arrangement; For the avoidance of doubt, service on a joint powers board while on the City Council, and service as a liaison or representative to a City or Casper commission or board, shall not constitute a conflict of interest, but the duty of the council-member is to act in the best interest of the City.
2. Purpose. The purpose of this policy recognizes the mere appearance of a conflict may be as serious and potentially damaging to the public trust as an actual conflict. Therefore, potential conflicts must be disclosed, evaluated and managed with the same thoroughness as actual conflicts. Each city council member shall promptly disclose any conflict of interest or potential conflicts of interest that exist or may arise; a council member is to act in the best interest of the City.
3. Procedures regarding conflicts of interest:
  - a. Duty to disclose:
    - i. In connection with any proposed transaction, contract, arrangement, policy, program or other matter being considered by the City of Casper or its governing body, a council member shall promptly disclose the existence of any conflict or potential conflict that may give rise to a

conflict of interest with respect to the proposed transaction, contract arrangement, policy, program or other such matter.

ii. Potential conflicts of interest can be seriously damaging to the public's trust. A council member shall promptly disclose the existence of any potential conflict of interest. When in doubt, the council member shall disclose matters as potential conflicts of interest and disclose all relevant facts relating to the potential conflict.

iii. If any council member has reason to believe that another council member has a potential conflict of interest, the council member with such belief shall inform the governing body, including disclosing all relevant facts and concerns relating thereto.

b. Procedures for addressing a conflict of interest.

i. If a council member declares a conflict of interest, or a potential conflict of interest exists, or two thirds of the governing body less the member with an alleged potential conflict determine that a conflict of interest exists, the conflicted member may make a presentation to the governing body in open session regarding the conflict of interest but shall only state facts; the member shall not argue for or against the item under consideration. The conflicted member shall then leave the meeting and all future meetings where the potential conflict may be discussed or considered and shall not be present during any discussion of the matter which gave rise to the conflict of interest or potential conflict of interest of the member.

c. Duty to abstain.

i. After disclosing the existence of a potential conflict, the council member shall refrain from using their potential influence (either at or outside a council meeting, or otherwise) to influence the governing body's handling of the transaction, contract, arrangement, policy, program, or other matter.

ii. No council member may vote on, or each council member must abstain from voting on, any matter in which the council member has a conflict of interest or potential conflict of interest.

C. -Preemptive policy to avoid conflicts of interest or the appearance of a conflict of interest.

1. If a council member votes on a matter before council, he or she shall decline to take any financial ownership in the transaction, contract, arrangement, policy, or other such matter upon which he or she voted, for the entirety of the time that member is a member of city council and/or is a city council board or commission appointee.


(Ord. No. 29-19, 10-15-2019)

PASSED on 1<sup>st</sup> reading the 15<sup>th</sup> day of September, 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:

\_\_\_\_\_  
Fleur Tremel  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

ORDINANCE NO. 22-20

AN ORDINANCE APPROVING THE VACATION OF A 0.017-  
ACRE PORTION OF PUBLIC RIGHT OF WAY (ALLEY)  
LOCATED BETWEEN LOT 17, NATRONA HEIGHTS RE-  
SUBDIVISION AND LOT 4 OF WHITE'S ADDITION

WHEREAS, Natrona County has requested the vacation of a 0.017-acre portion of public right-of-way (alley), located between Lot 17, Natrona Heights Re-Subdivision and Lot 4 of White's Addition; and,

WHEREAS, said portion of public right-of-way is more particularly described by metes and bounds in Exhibits "A" and "B," which by reference herein are hereby incorporated into this ordinance; and,

WHEREAS, a petition containing the signatures of a majority of the owners who own a majority of the property abutting the segments of the right-of-way (alley) proposed to be vacated and extending 300 feet in all directions from the street to be vacated has been submitted to the City as provided by W.S. §15-4-305; and,

WHEREAS, prior to third and final reading, Natrona County will submit signed consents to release and abandon the utility easement associated with said portion of right-of-way (alley) being proposed for vacation, from all of Casper's utility companies; and,

WHEREAS, the City of Casper has determined that said portion of right-of-way (alley) can be vacated without adversely impacting utility services or traffic circulation within the area; and,

WHEREAS, it is the desire of the governing body of the City of Casper to approve said vacation of a portion of right-of-way (alley).

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

SECTION 1:

That the vacation of a 0.017-acre portion of public right-of-way (alley), located between Lot 17, Natrona Heights Re-Subdivision and Lot 4 of White's Addition, as described in Exhibits "A" and "B", is hereby approved.

SECTION 2:

That the vacated portion of public right-of-way (alley) shall revert to the adjoining land owners, as provided by law.

**SECTION 3:**

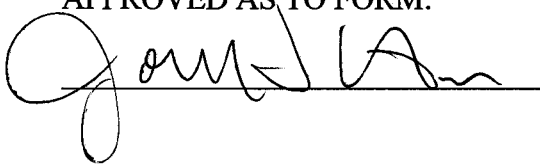
This ordinance shall be in full force and effect from and after passage on three readings, publication pursuant to law.

PASSED on 1st reading the 29<sup>th</sup> day of September, 2020.

PASSED on 2nd reading the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

APPROVED AS TO FORM:

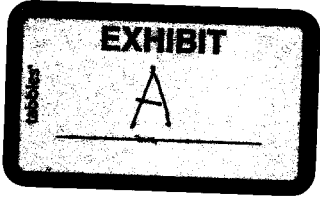


ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel  
City Clerk

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

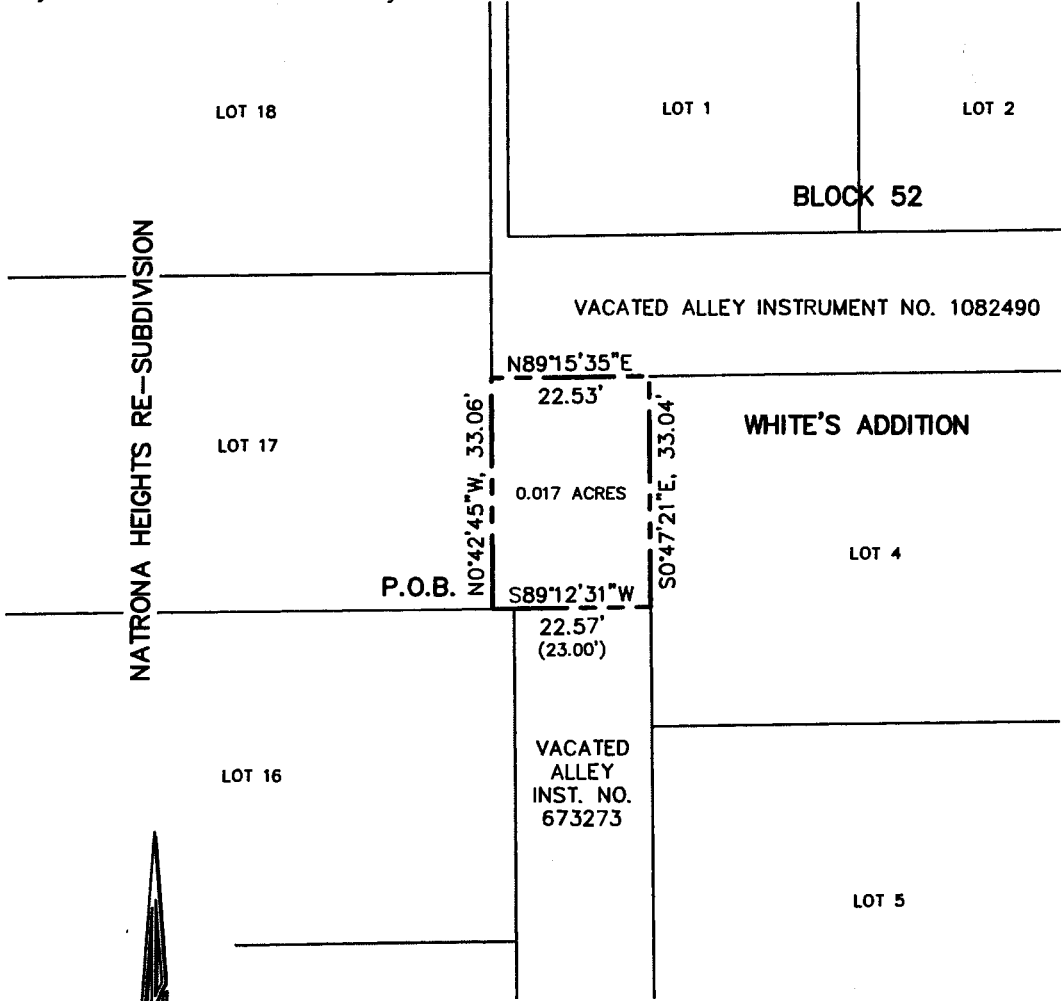


WLC ENGINEERING & SURVEYING  
200 PRONGHORN STREET, CASPER, WYOMING 82601  
FOR

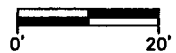
Client BANNER HEALTH Address 2901 NORTH CENTRAL AVE., STE. 160  
City PHOENIX State ARIZONA Zip 85012

PROPERTY LOCATION PLAT

NE1/4NW1/4 Section 10, T. 33 N., R. 79 W., 6th Principal Meridian, Wyoming  
Lot \_\_\_\_\_ Block \_\_\_\_\_ Subdivision WHITE'S ADDITION  
City CASPER County NATRONA State WYOMING



NATRONA HEIGHTS RE-SUBDIVISION

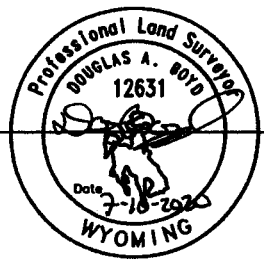


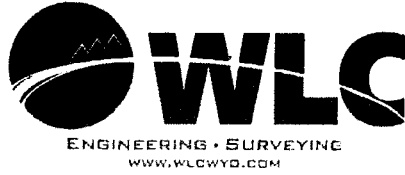
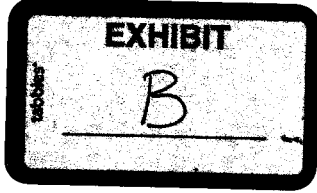
SCALE: 1"=20'  
BASIS OF BEARING:  
STATE PLANE COORDINATES  
WYOMING EAST CENTRAL ZONE  
NAD 83/2011  
US SURVEY FOOT GRID DISTANCE

LEGEND

- (0.00') RECORD
- NO°00'00"W, 0.00' MEASURED
- PARCEL BOUNDARY

Exhibit "A"  
Date: 07-10-20  
W.O. No. 17030-13  
Book No. \_\_\_\_\_, Pg. \_\_\_\_\_  
Drawn By: MPJ  
Acad File: ALLEY PARCEL





CASPER  
200 PRONGHORN  
CASPER, WY 82601  
P: 307-266-2524

**EXHIBIT "B"**

July 10, 2020  
Page 2 of 2

Banner Health  
2901 North Central Ave., Ste. 160  
Phoenix, Arizona 85012

W.O. No.: 17030-13

Description: (0.017 Acre Parcel)

A Parcel located in and being a portion of the NE1/4NW1/4, Section 10, Township 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming and being more particularly described by metes and bounds as follows:

Beginning at the southwesterly corner of the Parcel being described and the southeasterly corner of Lot 17, Natrona Heights Re-Subdivision; thence from said Point of Beginning and along the westerly line of said Parcel being described and the easterly line of said Lot 17, Natrona Heights Re-Subdivision, N0°42'45"W, 33.06 feet to the northwesterly corner of said Parcel being described and the southwesterly corner of the Parcel described in instrument number 1082490; thence along the northerly line of said Parcel being described and the southerly line of said Parcel described in instrument number 1082490, N89°15'35"E, 22.53 feet to the northeasterly corner of said Parcel being described and the northwesterly corner of Lot 4, Block 52, White's Addition to the City of Casper; thence along the easterly line of said Parcel being described and the westerly line of said Lot 4, Block 52, White's Addition to the City of Casper, S0°47'21"E, 33.04 feet to the southeasterly corner of said Parcel being described and the northeasterly corner of the Parcel described in instrument number 673273; thence along the southerly line of the Parcel being described and the northerly line of said Parcel described in instrument number 673273 and along a portion of the northerly line of Lot 16, said Natrona Heights Re-Subdivision, S89°12'31"W, 22.57 feet to said Point of Beginning and containing 0.017 acres, more or less, as set forth by the plat attached and made a part hereof.

Said Parcel being subject to any and all reservations, easements and rights-of-way of record or as may otherwise exist.

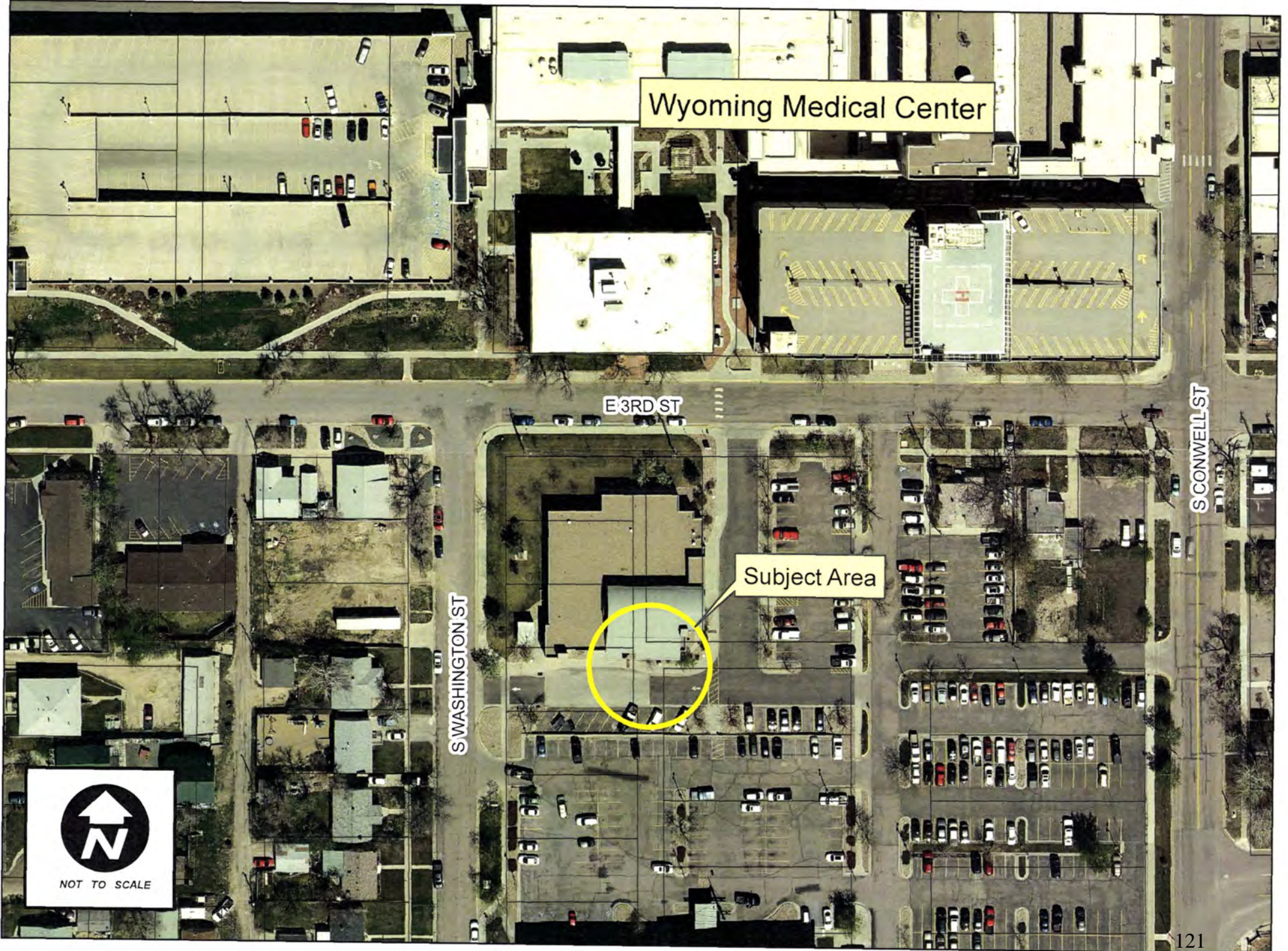
CHEYENNE

RAWLINS

DEDICATED TO CLIENTS. DEFINED BY EXCELLENCE.



# Wyoming Medical Center - Partial Alley Vacation



Wyoming Medical Center

E 3RD ST


SCONWELL ST

SWASHINGTON ST

Subject Area



October 2, 2020

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director  
Bruce Martin, Public Utilities Manager

SUBJECT: Authorizing a Funding Agreement with the Central Wyoming Regional Water System Joint Powers Board (JPB) for the Risk and Resilience Assessment (RRA) and Emergency Response Plan (ERP) Update Project for the City of Casper and the Central Wyoming Regional Water System (CWRWS) in an amount not to exceed \$39,768.75.

**Meeting Type & Date**

Regular Council Meeting  
October 6, 2020

**Action Type**

Resolution

**Recommendation**

That Council, by resolution, authorize a funding agreement in the amount of \$39,768.75 with the JPB for the RRA and ERP Update Project for the City and the CWRWS.

**Summary**

On September 1, 2020, the Casper City Council entered into an agreement with HDR Engineering to provide engineering services related to the completion of an RRA and ERP update for the water and wastewater utilities. The project will be broken down into four equal segments that include the water treatment plant, water distribution, wastewater collection, and wastewater treatment plant.

An agreement, attached, is needed between the City and the JPB to delineate the duties and financial responsibilities of each party for the Risk and Resilience Assessment and Emergency Response Plan Update Project. The cost for the entire Project is One Hundred Fifty-Nine Thousand Seventy-Five Dollars (\$159,075). The JPB's share of the cost is anticipated to be Thirty-Nine Thousand Seven Hundred Sixty-Eight Dollars and Seventy-Five Cents (\$39,768.75) as shown in Exhibit "B" of the agreement.

The JPB, at its September 15, 2020 regular meeting, approved this agreement.

**Financial Considerations**

At the conclusion of the contract with HDR Engineering, Inc., the CWRWS will pay an amount up to \$39,768.75, its portion of the contract, to the City. The remainder of the funding, \$119,306.25, will come from FY21 utility fund capital budgets.

**Oversight/Project Responsibility**

The agreement will be administered by Bruce Martin, Public Utilities Manager.

**Attachments**

Resolution

Agreement

**AGREEMENT BETWEEN THE CITY OF CASPER AND  
THE CENTRAL WYOMING REGIONAL WATER SYSTEM  
JOINT POWERS BOARD FOR THE RISK AND  
RESILIENCE ASSESSMENT AND EMERGENCY  
RESPONSE PLAN UPDATE PROJECT**

THIS AGREEMENT is made, and entered into this 6<sup>th</sup> day of October, 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 the Central Wyoming Regional Water System Joint Powers Board, 1500 Southwest Wyoming Boulevard, Casper, Wyoming 82604, hereinafter referred to as "JPB." Throughout this document the City and JPB may be collectively referred to as the "Parties."

WHEREAS, both the City and the JPB desire to conduct a Risk and Resilience Assessment and Emergency Response Plan Update for the water system as required by the Environmental Protection Agency (EPA) and as outlined in the attached Exhibit "A"; and,

WHEREAS, because of economies of scale, and manpower efficiencies, it is cost effective for the City and JPB to jointly perform a Risk and Resilience Assessment and Emergency Response Plan Update; and,

WHEREAS, a contract is needed between the parties to delineate the duties and financial responsibilities of each party for the Risk and Resilience Assessment and Emergency Response Plan Update Project.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein to be performed, it is hereby agreed among the parties that:

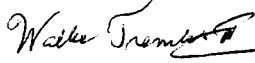
1. The City shall be responsible for administering the Risk and Resilience Assessment and Emergency Response Plan Update Project on behalf of the JPB and the City. The Contractor's professional service agreement will be with the City, and will cover the Risk and Resilience Assessment and Emergency Plan Update described on Exhibit "A" and attached hereto.
2. The JPB shall participate in the project kick-off meeting, workshops, and review of materials including the final report in order to complete the project.
3. The JPB shall provide access to all Regional water facilities to allow for inspection/assessment of all buildings and equipment.
4. The JPB shall certify the completed Risk and Resilience Assessment and Emergency Response Update with the EPA by the required deadlines (RRA by December 31, 2020 and ERP by June 30, 2021).
5. The anticipated cost for the entire Risk and Resilience Assessment and Emergency Response Plan Update Project is One Hundred Fifty-Nine Thousand Seventy-Five

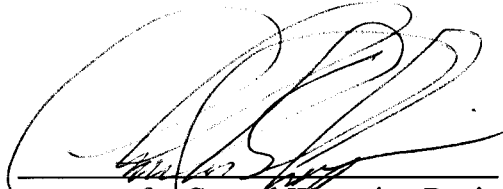
Dollars (\$159,075). The JPB's share of the cost is anticipated to be Thirty-Nine Thousand Seven Hundred Sixty-Eight Dollars and Seventy-Five Cents (\$39,768.75) as shown in the attached cost breakdown in Exhibit "B".

6. At the end of the project, the City shall bill the JPB for its proportionate share of the cost of the project not to exceed Thirty-Nine Thousand Seven Hundred Sixty-Eight Dollars and Seventy-Five Cents (\$39,768.75) unless modified by an amendment to this Agreement. The City shall prepare and submit to the JPB an invoice for its share of the Risk and Resilience Assessment and Emergency Response Plan Update Project as outlined in this agreement. The JPB shall pay the invoice within 45 days of receipt.
7. The Parties do not waive any right or rights they may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and the Parties specifically reserve the right to assert any and all rights, immunities and defenses they may have pursuant to the Wyoming Governmental Claims Act.

THIS AGREEMENT IS MADE AND DULY EXECUTED on the date first written above by the City Council of the City of Casper and the Board of the Central Wyoming Regional Water System Joint Powers Board.

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Attorney for the City of Casper

  
\_\_\_\_\_  
Attorney for Central Wyoming Regional  
Water System Joint Powers Board

ATTEST:


CITY OF CASPER, WYOMING  
A Municipal Corporation:

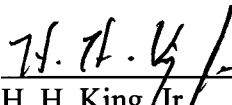
\_\_\_\_\_  
Fleur Tremel  
City Clerk

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

ATTEST:

CENTRAL WYOMING REGIONAL  
WATER SYSTEM JOINT POWERS  
BOARD:

  
\_\_\_\_\_  
Larry E. Keffer  
Vice-Chairman

  
\_\_\_\_\_  
H. H. King, Jr.  
Chairman

## Exhibit "A"

# City of Casper Drinking Water and Wastewater Systems Risk and Resiliency Assessment Project

## General

The following addresses the work tasks and deliverables requested by the Central Wyoming Regional Water System and the City of Casper (City) to complete Risk and Resiliency Assessment project. While a formal scope of work is provided for the Risk and Resilience Assessment (RRA) (Phase I) and to update the Emergency Response Plans (ERPs), a general budget is provided for the Continuity of Operations Plan (COOPs) as information for the City. More detailed scope and budget information for this project elements can be provided at a later date, and completed as Phase II of the overall Risk and Resiliency Assessment project.

America's Water Infrastructure Act of 2018 (AWIA) requires all public water systems serving populations greater than 3,300 persons to assess the risks to, and resilience of, its system (referred to as the Risk and Resilience Assessment or "RRA"). The RRA is to include:

- Risk to the system (supply, treatment, and distribution) from malevolent acts and natural hazards
- Resilience of the infrastructure, including SCADA/cyber resilience
- The monitoring practices of the system
- The financial infrastructure of the system
- The use, storage, or handling of various chemicals by the system
- The operation and maintenance of the system

The assessments are to be finalized and then certified to the Administrator of the Environmental Protection Agency (EPA) by December 31, 2020, for systems serving a population of 50,000 to 100,000.

The RRA must be reviewed at least every five years to determine if the assessment will be revised. Upon review, the water system shall recertify the original assessment or certify a revision to the assessment.

Within six months of completion of the RRA, AWIA also requires each system to submit a letter of certification to the EPA that the Emergency Response Plan (ERP) for a utility was created or updated (where necessary), and at least every 5 years thereafter. For systems serving a population of 50,000 to 100,000, the ERP certification is required by June 30, 2021.

Community water systems shall to the extent possible coordinate with local emergency planning committees established under the Emergency Planning and Community Right-To-Know Act of 1986 when preparing or revising an assessment or emergency response plan under AWIA. Further, systems must maintain a copy of the assessment and emergency response plan for five years after certifying the plan to the EPA.

## Objectives

The primary objective of the RRA is to identify and prioritize risks and provide guidance to support decisions by the utility in allocating resources to risk-reduction initiatives for the water and wastewater systems.

The RRA will assess risks from natural hazards and malevolent acts, including physical and cyber-attacks. This work will consider risk (likelihood of threat occurrence, consequence of failure, and system vulnerabilities) for critical water and wastewater system assets, including source waters, treatment plants, pump/lift stations, storage reservoirs/tanks/vaults, conveyance and distribution systems, service connections, and control systems. HDR will conduct workshops with the City's staff to assist the City in the development of the critical asset list, threats and hazards, and consequence analysis. HDR will work with the City to identify representative asset types to gain efficiencies in determining vulnerabilities common to particular system components. This information may then be extrapolated by the City to apply to other assets in the system.

HDR will work with the City to determine mitigation measures that can be implemented to improved system resiliency. Mitigation measures will address water and wastewater system resilience and may address physical, operational, and network/financial control system vulnerabilities.

HDR will review existing documents, such as local hazard mitigation plans, the City's past vulnerability assessment documentation, existing emergency plans, security procedures, etc. As required by AWIA, the project workshops may periodically include invitations to members of local emergency management agencies, law enforcement, fire department, and other intelligence advisors such as the Department of Homeland Security Protective Service Advisors. These agencies, along with City staff can provide information and insights into local threats which can aid in defining relevant physical hazards and cybersecurity threats to the City's system.

## Standards Used for AWIA-Related Assessments

To prepare the Risk and Resilience Assessment, HDR will use the following standards:

1. ANSI/AWWA J100-10(R13), American Water Works Association, Risk Analysis and Management for Critical Asset Protection (RAMCAP®) Standard for Risk and Resilience Management of Water and Wastewater Systems Using the ASME-ITI RAMCAP Plus® Methodology, July 1, 2010,
2. EPA Office of Water (MC 140), Baseline Information for Malevolent Acts for Community Water Systems, EPA 817-K-19-001, July 2019.
3. AWWA's Cybersecurity Guidance and Assessment Tool. As sited by AWWA, "This updated Guidance document has been revised to maintain alignment with the NIST Cybersecurity Framework and Section 2013 of America's Water Infrastructure Act (AWIA) of 2018. Collectively these resources provide the water sector with a voluntary, sector-specific approach for implementing applicable cybersecurity controls and recommendation."
4. The City intends to include in this contract an update to their existing Emergency Response Plan; the standard used by HDR for this assessment is ANSI/AWWA G440-17, Emergency Preparedness Practices, Revised August, 2017.

## Methodology Used for AWIA-Related Assessments

The methodology used for the development of this RRA is to be based on the seven steps contained in the J100 Standard work flow process, which include:

- 1) Asset Characterization
- 2) Threat Characterization
- 3) Consequence Analysis
- 4) Vulnerability Analysis
- 5) Threat Analysis
- 6) Risk and Resilience Analysis
- 7) Risk and Resilience Management

All of the materials and information concerning the City's RRA are considered confidential. Federal Freedom of Information Act (FOIA) exemptions allow utilities to keep this information confidential. During the initial organizational phases, HDR will discuss security guidelines with project participants and how to apply them. A secure file-sharing system will be used for the remote transfer of sensitive information between the HDR Team and the City through the course of this project.

## Phase I – Risk and Resilience Assessment

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### Work Tasks

TASK 1.0 - Project Management

TASK 1.01: Project Initiation/Project Management

The Project Initiation/Project Management Task will be used to establish coordination between the HDR and City project teams, and provide overall management of the project. Tasks include project contracting and set-up activities, coordination of project activities and subconsultants, verification of compliance with the scope of services, management of the project budget and schedule, preparation of monthly invoices, and coordination of quality assurance and quality control (QA/QC) of the tasks and deliverables throughout the project.

Task 1.02: Project Kickoff

A 60-minute project kickoff meeting will be held with key project team members (HDR and City) to introduce the project teams, establish key project team members' roles and responsibilities, define lines of communication, review the scope, objectives and project schedule, and establish the approach that will be used to manage the project. The teams are to discuss existing information that may be used in the RRA, and a preliminary list of attendees who will participate in the various project workshops.

Task 1.03: Project Tracking and Invoicing

Includes tracking of project status, including budget and schedule status, and preparation of monthly invoices and progress reports throughout the course of the project.

#### Task 1 Deliverables

- Project kickoff meeting agenda and notes
- Monthly invoices and progress reports



### Task 1 Assumptions

- One 60-minute project kickoff meeting/call by up to three HDR staff members, including HDR's PM and Technical Lead, either in person or via phone conference.
- Bi-weekly PM meetings/conference calls will be conducted as needed throughout the project with HDR and City project managers and will last no longer than 30 minutes. An estimate of 6 hours for meetings is included for scoping purposes.
- Deliverables will be provided to attendees and others as requested in electronic pdf format.
- Up to 6 monthly invoices and progress reports will be prepared.

### TASK 2 – Data Collection and Review

#### Task 2.01 Data Collection and Review

HDR is to prepare a data request for existing information needed to complete the RRA, which may include but not be limited to the following:

- Vulnerability and risk assessments
- Emergency response plans
- Security plans and procedures
- Business continuity plans (Continuity of Operations Plans - COOP)
- Source water protection plans
- Long range water resources plan
- Comprehensive plan(s)
- Water and wastewater system master plans
- System map(s)
- Local natural hazard mitigation plan(s)
- Control system network diagrams and asset inventory
- Department of Homeland Security (DHS) assessment
- Human resources policies
- Door lock/key policies
- Security camera use and policies
- Other documents that may be related to the assessment of vulnerability and resiliency of the water and wastewater utility, as appropriate.

HDR will conduct up to two 1-hour calls with City staff to discuss system information and data in preparation for the RRA.

### Task 2 Deliverables

- Data Request

### Task 2 Assumptions

- The City will provide data within two weeks of request to HDR in electronic format when possible.
- All documents not publicly accessible will be shared electronically through a secure file-sharing platform.

- Up to two 1-hour calls will be conducted by HDR and will be attended by up to 3 HDR team members.

### TASK 3 – RRA Workshops and Field Assessment

To complete the RRA, a series of three workshops will be conducted to guide the City through the J100 process, including the identification of critical assets and threats, and consequence analysis. The workshops outlined below are designed to leverage the City and other participants' knowledge of the water/wastewater systems and threat environment, and transfer that information into the risk and resilience assessment.

City participants in the workshops should include, but are not limited to senior staff in the areas of Water/Wastewater Operations, Engineering, Maintenance, Communications, Finance, Human Resources, Customer Service, IT, I&C/Operational Technologies, and Safety. Related staff who will be participating in the project should also be in attendance. Other participants may include representatives from Public Works, local law enforcement, the local hazardous materials team and fire department, state and local regulatory agencies, local or regional emergency management, and local or regional Department of Homeland Security. Including the additional participants in some of the project workshops provides critical information and broad perspective about threats to the utility and promotes an understanding of the water/wastewater systems to all participants, particularly first responders.

The workshops will be conducted as outlined below.

#### Task 3.01 Workshop 1: Identification of Critical Assets, Threats and Consequences

The HDR Team will conduct a two-part, seven-hour workshop to introduce the RRA project to the City's project team and other key participants, and to identify critical water and wastewater assets and relevant threats to be used in the J100 analysis.

The first part of the workshop will introduce the RRA and ERP process to participants. It will include a review of the water/wastewater system components and operation, and discussion of background information on AWIA, the RRA and ERP requirements, the J100 analysis methodology, and presentation of the project roadmap and schedule.

The second part of the workshop will include the asset characterization, threat characterization, and consequence analysis. Specific activities include:

*Asset Characterization.* By the J100 Standard definition, a critical asset is an item of value to the utility that, if incapacitated, could result in significant damage to the utility or community to the extent that the utility would be unable to meet its mission. Assets include physical elements, cyber elements, and human elements (critical knowledge or functions of people). The workshop will include an assessment of water system assets, such as the source water, intakes, groundwater wells, water/wastewater treatment plants, pump/lift stations, storage tanks, pipelines, administrative offices, SCADA system, etc. The assets will be reviewed and ranked by consequence of loss/failure to determine the most critical assets. For scoping purposes up to twelve critical water assets, and six critical wastewater assets will be used in the J100 analysis. Other assets may be assessed in a narrative manner in the RRA Report.

*Threat Characterization.* Development of the list of threats will begin with a review of the previous water or wastewater system vulnerability assessments (as available), the list of reference threats from J100, professional insights into threats and hazards from the HDR Team, and utility's institutional knowledge. The list of potential threats and hazards will be reviewed, and refined to include the most relevant threats to the water/wastewater systems. For scoping purposes up to twelve threats and

hazards will be identified for use in the J100 analysis. Other threats identified in the workshop may be considered in the RRA report, but not carried through the J100 analysis.

*Consequence Analysis.* To identify critical assets, consequence of asset loss/failure levels will be established. These are typically categorized by:

- Major sickness/injury and loss of life
- Cost to remediate, and economic loss to the utility
- Economic cost to the region
- Other factors including public perception, extent of service outage, environmental damage, etc.

HDR will lead the City staff through a discussion of consequences to identify up to six consequence categories to be used in the J100 analysis.

Following the workshop, HDR will conduct a 90-minute call with the City's project team to review and confirm the outcome from Workshop 1, including verification of up to eighteen critical assets and twelve threats and hazards to be carried through the risk and resilience analysis. The HDR Team will finalize the critical asset list, threat list, and consequence factors to be used in the J100 analysis, including the development of monetized consequence factors. HDR will also develop monetized consequence factors and threat probabilities to be used in the risk and resilience analysis.

#### Task 3.02 – Field Assessment of Critical Assets

The HDR team will conduct site visits for each of the twelve critical water and six critical wastewater assets with City staff to identify existing mitigations, potential vulnerabilities, security issues, and potential mitigation measures. This information is helpful in completing the risk analysis and for identifying potential mitigations that could reduce asset vulnerability. For some assets, a night visit may also be conducted to assess lighting at the facility and to better observe the potential for vandalism or criminal activity in the area.

Through the previously collected data from the City staff, the HDR Team will gather information on physical and personnel security, access control, systems controls, protection of the source water, and hiring/firing/Human Resources procedures.

The HDR Team will compile individual asset sheets summarizing field assessment and risk analysis results for use in the Draft RRA report.

#### Task 3.03 – Workshop 2: Risk and Resilience Analysis

The HDR Team will conduct a six-hour workshop to perform the J100 Risk and Resilience Analysis for the water and wastewater systems. Analysis of the water and wastewater systems will be conducted in parallel, as breakout sessions, during the workshop. The risk calculation will pair each threat with each critical asset (e.g. 12 critical water assets paired with 12 threats yields 144 water utility threat-asset pairs, similar calculation for wastewater) in an electronic table to assess risk, which is defined in this process as a function of threat likelihood, vulnerability, and consequence. During the workshop, the HDR Team and the City will develop vulnerability values, which, when incorporated with the threat probabilities and consequence of loss values developed in previous scope activities, will result in the development of a risk score and monetized risk value for each threat-asset pair.

Along with the development of risk values, the HDR Team will assist the City team with the identification of mitigation measures that may be used to lower risk or improve resiliency. Mitigation measures may include policy and procedure changes, physical security improvements, general changes at facilities, needs for additional hires, etc. Estimated changes to vulnerability or consequence values will be documented to assess the potential for risk reduction.

HDR will compile the information from the Workshop into the J100 spreadsheet to calculate initial and mitigated risk scores for each threat asset pair. The results of the risk and resilience assessment will be provided to the City for review in preparation for Workshop 3.

The Utility Resilience Index (URI) is a questionnaire in J100, which will also be completed to provide information on operational and financial resilience of the water system. The HDR Team will use the City's information to complete the URI and results will be included in the RRA report.

The requirements of the RRA for the water system include a limited overview of the operation and maintenance of the public water system. The HDR Team will meet with the various City departments and staff members to discuss the status of an asset management program, chemical storage and handling, and any gaps that could be improved to make the City's water and wastewater operations more resilient. This meeting will also include discussion of source water, source water protection, and source water alternatives. The results of this discussion will be included in the RRA reports.

Task 3.04 Workshop 3: Review of J100 Results and Risk and Resilience Management Strategies

The HDR Team will conduct a four-hour workshop with the City to review the results of the risk and resilience analysis, and mitigations that were discussed in Workshop 2. Review of water and wastewater systems will be conducted in parallel, as breakout sessions, during the workshop, and can be discussed by the larger group as appropriate. Changes or refinements to risk scoring, as well as further discussion and refinement of mitigation measures will be completed with input from the City teams. The City will select which mitigation measures are most practical and efficient to retain in the analysis.

Following the workshop, HDR will develop order-of-magnitude conceptual costs associated with the implementation of capital mitigation strategies for both the water and wastewater systems and will complete a benefit-cost analysis for the high-risk threat-asset pairs. Risk results will be presented in terms of risk reduction potential, and benefit-cost ratio.

The HDR Team will document the suggested mitigation measures for each of the high-risk threat-asset pairs, and the overall mitigation measures in the draft RRA reports.

### Task 3 Deliverables

- Workshop agendas and materials
- Asset Summary Sheets
- J100 Workbooks (separate water and wastewater)

### Task 3 Assumptions

- The City is responsible for workshop logistics, including scheduling, workshop invitations, coordination of refreshments (as needed), and location;
- HDR will develop agendas, provide workshop materials at least one week prior to the meeting, and will facilitate the workshops.
- The workshops will be attended by up to three HDR staff members (in person or virtual)
- HDR will analyze up to 12 critical water assets, 6 wastewater assets and 12 threats in the J100 analysis for this project.
- Site visits for up to 18 critical water/wastewater assets will be conducted in partnership with the City's staff over a period of no more than 2 consecutive working days. Asset types may be grouped together, and a site visit of a single asset which is representative of an asset type may be substituted for multiple site visits for similar assets.
- Up to three HDR staff members will participate in the workshops in person or virtually. If the situation changes due to COVID-19, HDR is prepared to work with the City to modify the work

plan to accommodate all virtual workshops.

#### TASK 4 – Cybersecurity Assessment Review

The primary objective of the cybersecurity portion of this Risk and Resilience Assessment (RRA) is to identify and prioritize risks and provide guidance to support decisions by the utility in allocating resources to reduce risk to levels acceptable to the utility.

Given that cybersecurity threats are continually evolving and vulnerabilities are constantly being sought for exploitation, the utility's ability to completely eliminate this risk is impossible. As such, the focus of this assessment is on risk reduction using applicable recognized standards.

This assessment includes the City's automated monitoring and control systems only; in other words, the plant process control system (PCS) and remote site supervisory control and data acquisition (SCADA) system. Business system/network assessment is excluded with the exception of potential identification as a source of PCS/SCADA System risk or possible means of mitigation. The City's computing systems for financial infrastructure are also excluded except as described below.

#### *Standards Used for AWIA-Related Assessments*

To prepare the Cybersecurity Assessment, HDR will use AWWA's Cybersecurity Guidance and Assessment Tool. As cited by AWWA, "This updated Guidance document has been revised to maintain alignment with the NIST Cybersecurity Framework and Section 2013 of America's Water Infrastructure Act (AWIA) of 2018. Collectively these resources provide the water sector with a voluntary, sector-specific approach for implementing applicable cybersecurity controls and recommendation." The AWWA Tool applies the following standards, best practices, and guidelines to assess cybersecurity threats:

1. International Society of Automation (ISA), ISA-62443 "Security for Industrial Automation and Control Systems"
2. National Institute of Standards and Technology, NIST 800-53 Rev. 4 "Security and Privacy Controls for Information Systems and Organizations"
3. National Institute of Standards and Technology, NIST 800-82 Rev. 2 "Guide to Industrial Control Systems (ICS) Security"
4. U.S. Department of Homeland Security (DHS), Catalog of Control Systems Security: Recommendations for Standards Developers, April 2011

#### *Methodology Used*

Under this scope of services the City will utilize and self-complete the AWWA Guidance Tool Report. HDR will also perform this step and then host a workshop to collaboratively compare results with both AWWA Guidance Tool Reports. It is assumed that this report will be fully completed by the City including September 2019 updates which include features to document risk.

The AWWA Guidance Tool Report will be utilized twice, once fully for the water system and a second time only reviewing the PCS related questions for the wastewater system, since the City of Casper utilizes a common IT and financial system for the water and wastewater utility divisions.

The City will provide one statement of compliance and/or gap summary of Financial Computing Systems conformance to NIST Framework including tools, policies and procedures and staff to address the core framework profile requirements including: "Identify, Protect, Detect, Respond, and Recover". HDR will review the provided statement and supporting documentation. At the City's request, HDR will include this statement and supporting documentation in an Appendix in the cybersecurity RRA report section.

All of the materials and information concerning the City's cybersecurity assessment are considered confidential. Federal Freedom of Information Act (FOIA) exemptions allow utilities to keep this information confidential. During the initial organizational phases, HDR will discuss security guidelines with project participants and how to apply them. A secure file-sharing system will be used for the remote transfer of sensitive information between HDR and the City through the course of this project.

#### Cybersecurity Task 4.01: Data Collection and Familiarization

The objective is effective collaboration between the City and HDR to ensure the best answers are used as input to the AWWA Cybersecurity Tool.

- HDR will submit a data request for the following information required to develop a high-level understanding of the City's PCS/SCADA water and wastewater Systems:
  - OSI Layer 2 Physical Network Drawings – This is a physical network diagram that shows all devices connected to the PCS, SCADA System, OT DMZ, etc. An example is available upon request.
  - OSI Layer 3 Logical Network Drawing – This is a conceptual drawing that shows all subnets (zone) and connecting devices (conduits). This is a high-level drawing that can look very different from the Layer 2 drawing. Subnets may include Business, Process Control System, SCADA, etc. Connecting devices may include routers, firewalls, Layer 3 switches, etc. An example is available upon request.
  - Control System Asset Inventory – This is a list of all PCS/SCADA hosts, ip addresses, subnet masks, default gateways, etc. This inventory should also include a list of all software, versions, patch level, etc. in use by the PCS/SCADA System. An example is available upon request.
  - PCS/SCADA System Policies, Procedures, and Standards
  - Statement of compliance and/or gap summary of Financial Computing Systems conformance to NIST Framework including tools, policies and procedures and staff to address the core framework profile requirements including: “Identify, Protect, Detect, Respond, and Recover”.
- HDR will review the documentation provided by the City.
- HDR will review the water and wastewater Excel workbook that the City generates using the AWWA Cybersecurity Guidance Tool Report in light of the information provided.
- HDR will host a one-hour teleconference (referred to herein as AWWA Workshop 1A). The purpose of Workshop A is to review and discuss the “yes/no” answers the City used as input to the AWWA Cybersecurity Guidance Tool for the water system and common infrastructure (IT, Financial, Procurement, etc).
- HDR will host a one-hour teleconference (referred to herein as AWWA Workshop 1B). The purpose of Workshop B is to review and discuss the “yes/no” answers the City used as input to the AWWA Cybersecurity Guidance Tool for the wastewater System (it is assumed that the non-PCS question responses will remain the same as those in workshop A).
- For both workshops, HDR will lead this discussion and capture a few sentences of background information in a spreadsheet to support the yes/no answers; information captured will be the minutes of this workshop. This workshop will help HDR to further understand the PCS/SCADA

System. Note that it is common to change a couple of the input answers during this workshop. If that happens, HDR will utilize the AWWA Cybersecurity Tool to generate a new Excel workbook for use with Workshops 2A & 2B (described below).

- HDR will send a copy of the Workshops 1A & 1B spreadsheet and background information for review and comment. HDR will address any comments received.

#### Cybersecurity Task 4.02: Assessment Review

This task provides for the completion of an assessment by the City and also HDR using the AWWA Cybersecurity Tool along with a collaborative review of those assessment results.

- The City and HDR will use copies of the final Excel workbook from Workshop A to independently assign a control status to each of the 100 possible AWWA recommended cybersecurity controls. HDR will perform this task based on their very good understanding of the AWWA controls and their relatively limited understanding of the PCS/SCADA System. The City will perform this task based on their very good understanding of the PCS/SCADA System and (presumably) their relatively limited understanding of the AWWA controls. HDR will combine the control statuses from both Excel workbooks into one workbook for use during Workshops 2A and 2B (described below).
- HDR will host a teleconference (referred to herein as Workshops 2A & 2B). Workshop 2A (water) and 2B (wastewater) will be a discussion of AWWA controls statuses where the City and HDR assigned different control statuses. The control statuses that already agree will not be reviewed because it can take 5 hours or more to go through all of the controls. Each workshop is planned for up to 3 hours. The City and HDR will discuss the subset of controls that differ and work to agree on final control statuses. HDR will capture a few sentences of supporting information in the “Notes” column for each control with a final status of “Partially Implemented” or “Fully Implemented and Maintained.” This is because the City is making an assertion as to the completeness of those controls. The supporting information captured in the “Notes” column will be the minutes for this workshop. The control statuses that may be assigned and their meaning are, as follows:
  - **Not Planned and/or Not Implemented - Risk Accepted** – No Workshop 2A or 2B action required.
  - **Planned and Not Implemented** – No Workshop 2A or 2B action required. Utility recognizes work needs to be done.
  - **Partially Implemented** – This is an assertion. A few sentences will be captured to support this status. Utility recognizes work needs to be done.
  - **Fully Implemented and Maintained** – This is an assertion. Utility claims existing system meets the intent of the control references (not just the example). Ideally, HDR has documentation to support the claim. A few sentences will be captured to support this status.
- HDR will send the Excel workbook with the final statuses and “Notes” to the City for review and comment. HDR will address any comments received.

### Cybersecurity Task 4.03: Cyber Report

This task will summarize the process and results from the preceding tasks into a cybersecurity report section that will be included in the final RRA reports for the water and wastewater systems.

#### Task 4 Deliverables:

- HDR will formulate a Request for Information to the Client that lists information required to develop a high-level understanding of the PCS/SCADA System.
- AWWA Cybersecurity Tool Input Answers spreadsheet completed under Workshops 1A & 1B.
- AWWA Cybersecurity Tool Control Status spreadsheet finalized under Workshops 2A & 2B.
- HDR will develop a Cybersecurity Report with the following sections:
  - Report body documenting the process used and key contextual information about Appendices 1, 2, and 3.
  - Appendix 1 – The AWWA Cybersecurity Tool Input Answers spreadsheet completed under Workshop 1A.
  - Appendix 2 – The AWWA Cybersecurity Tool Control Status spreadsheet finalized under Workshop 1B.
  - Appendix 3 – The AWWA Cybersecurity Tool Input Answers spreadsheet completed under Workshop 2A.
  - Appendix 4 – The AWWA Cybersecurity Tool Control Status spreadsheet finalized under Workshop 2B.
  - Appendix 5 – The definitions of the priorities generated by the AWWA Cybersecurity Tool.

#### Task 4 Assumptions

- The City will provide timely, reasonable information in response to the HDR request for information and documentation required to develop a high-level understanding of the PCS/SCADA System.
- HDR will review the received documentation to understand the physical & logical network architectures, system boundaries, and comparison to current industry standards in preparation to conduct workshops as part of subsequent tasks.
- During the review, HDR may need to request additional information from the City to clarify items and will transmit that request to the City in writing.
- The City will complete the AWWA Cybersecurity Tool.
- The City will participate in workshops with staff that have a good understanding of IT and OT systems.
- The City will provide a statement of compliance and/or gap summary of Financial Computing Systems conformance to NIST Framework including tools, policies and procedures and staff to address the core framework profile requirements including: “Identify, Protect, Detect, Respond, and Recover”. If requested by the City, HDR will include this information in a separate appendix in the Cybersecurity RRA Report Section.
- The workshops will be held using a virtual collaboration solution (e.g. WebEx).



- Information and Services Provided by Others:
  - The City will update Final AWWA Cybersecurity Guidance Tool based on findings documented in workshop minutes. This will occur after final deliver of the Cybersecurity RRA Report Section.
  - The City will provide timely review of workshop meeting minutes.
- Appendix C will contain the AWWA Cybersecurity Tool Control Status spreadsheet finalized under Workshop 1A. This spreadsheet will contain cybersecurity controls with an unquantified gap to be filled where the status is “Partially Implemented” or “Planned and Not Implemented.” The City will review the control references and determine the cybersecurity objectives/outcomes/goals appropriate for their PCS/SCADA System and other factors (e.g. risk tolerance, staff levels, budget, etc.). This will be a follow-up exercise to be performed by the City after delivery of the report.

The effectiveness of operational technology systems (“OT Systems”) and financial information technology systems (“Financial IT Systems”) and features designed or recommended by HDR are dependent upon the City’s continued operation and maintenance of the OT and Financial IT Systems in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT and Financial IT Systems. The City shall be solely responsible for operating and maintaining the OT and Financial Systems in accordance with applicable industry standards (i.e. ISA, NIST, etc.) and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, the City recognizes and agrees that OT and Financial IT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed or recommended by HDR are intended to reduce the likelihood that OT and Financial IT Systems will be compromised by such incidents. However, HDR does not guarantee that the City’s OT and Financial IT Systems are impenetrable and the City agrees to waive any claims against HDR resulting from any such incidents that relate to or affect the City’s OT and Financial IT Systems.

**TASK 5 – RRA Report and Implementation Plan**

HDR will document the methods and findings of the RRA analysis into separate RRA reports for the water and wastewater systems. The HDR Team will prepare one draft and one final version of the RRA reports, which are to include:

- Description of the analysis methodology
- Documentation of results of the Risk Analysis
- Overview of utility resilience and potential mitigation measures
- Draft implementation plan
- Results of the Cyber Security Assessment
- Results of the Utility Resilience Index evaluation
- Asset Summary Sheets

The HDR Team will submit the draft RRA reports, including draft implementation plans, to the City for review. It is assumed that the City’s comments will be received within two weeks after receipt of the

draft reports. A meeting (in person for local HDR staff and via conference call for others) with the City and HDR teams will be held to clarify and resolve comments on the draft reports and implementation plans. The HDR Team will revise the reports and provide the final document to the City in electronic format.

The RRA report for the water system is not required to be submitted to EPA. The City is to formally certify the completion of the RRA with EPA.

#### Deliverables

- One draft and one final RRA Report for each utility to include a draft implementation plan and Cybersecurity Assessment appendix, delivered in electronic form.

#### Assumptions

- The City will provide comments on the draft reports and implementation plans within two weeks of receipt.
- HDR will provide final reports within 10 days of receipt of the City's comments on the draft materials.
- The City will certify completion of the RRA for the water system with the EPA as required.

## **Phase I Schedule**

The anticipated duration for the proposed scope of work is approximately 5 months. The key date is the City's Certification of the Final RRA report by 12/31/20 in accordance with the requirements of the America's Water Infrastructure Act. (AWIA). Given the workshop-centric approach to this project, a final project deliverable work plan and workshop schedule will be provided following the project initiation task kick off meeting.

The scope is based on in-person workshops. If the situation changes due to COVID-19, HDR is prepared to work with the City to modify the work plan to accommodate virtual workshops.

## **Phase II – Emergency Response Plan**

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The following addresses the work tasks and deliverables requested by the City of Casper (City) to complete an update to their Emergency Response Plans (ERP) for the water and wastewater systems. America's Water Infrastructure Act (AWIA) of 2018 requires all public water systems serving populations greater than 3,300 persons to assess the risks to, and resilience of, its system (referred to as the Risk and Resilience Assessment or "RRA").

Within six months of completion of the RRA, America's Water Infrastructure Act of 2018 also requires each system to submit a letter of certification to the EPA that the Emergency Response Plan (ERP) for a utility was created or updated (where necessary), and at least every 5 years thereafter. For systems serving a population of more than 50,000, the ERP certification is required by June 30, 2021 at the latest or six months after certifying completion of the RRA. The ERP must contain the following elements:

- Strategies and resources to improve the resilience of the system, including the physical security and cybersecurity of the system;

- Plans and procedures that can be implemented, and identification of equipment that can be utilized, in the event of a malevolent act or natural hazard that threatens the ability of the community water system to deliver safe drinking water;
- Actions, procedures, and equipment which can obviate or significantly lessen the impact of a malevolent act or natural hazard on the public health and the safety and supply of drinking water provided to communities and individuals; and
- Strategies that can be used to aid in the detection of malevolent acts or natural hazards that threaten the security or resilience of the system.

The ERP can be developed based on existing emergency plans, and is required to include response protocols for any type of emergency or event identified as a threat during the RRA. The suggested format for the ERP is based on the Federal Emergency Management Agency Comprehensive Preparedness Guide (CPG101) and on American Water Works Association guidance M19, with sections including the basic plan, hazard-specific procedures, and communication/coordination information. Community water systems shall, to the extent possible, coordinate with local emergency planning committees established under the Emergency Planning and Community Right-To-Know Act of 1986 when preparing or revising an assessment or emergency response plan under AWIA. Further, systems must maintain a copy of the assessment and emergency response plan for five years after certifying the plan to the EPA.

#### TASK 1 – Emergency Response Plan (ERP)

##### **1.01 ERP Kickoff Meeting and Task Coordination**

- HDR will conduct a kickoff meeting with the City to detail the project schedule, review the work plan, identify utility staff to participate in ERP development (including utility leaders, finance, human resources, operations, field, and customer-service staff), discuss utility background/history in emergencies and emergency exercises, and identify any additional information to be reviewed.
- Information such as existing emergency plans/information that is provided electronically by the City will be reviewed by the HDR team before the kickoff meeting.

##### **1.02 ERP Workshops and Information Collection**

- HDR will conduct a workshop with the City ERP Team, and representatives from outside agencies such as emergency management, police, fire, HAZMAT, Department of Homeland Security, and others related to emergency response. It is paramount that decision-makers for the City attend this workshop so that the contents of the ERP contain procedures with leadership approval.
- This workshop will include an update of your existing emergency procedures (Incident Action Plans) and development of up to 8 new procedures for emergency response (including responses to the threats identified in the RRA). HDR will utilize and further develop the City's existing response actions in development of these procedures.
- The City will designate the incident management team, including identifying three people for each role. Attendees will also discuss resiliency measures and equipment needed.

##### **1.03 Draft Emergency Plan (Development, Review, and Final Version)**

- Based on information gained from earlier tasks, on existing City emergency plans, and on industry guidance, HDR will draft the ERPs. The revised ERPs will include items required by AWIA. The document will be reviewed during an interactive half-day workshop with the City's ERP Team. The workshop will consist of active exercises and discussions to check the information throughout the document.
- HDR will update the draft ERPs and deliver final ERP documents.
- The City will then certify, by letter to the Administrator of the EPA, that the water ERP has been completed, copying HDR on the correspondence. Such certification will remain valid for five years. It is recommended that the City perform a review yearly and significant revision after four years, recertifying to EPA following each revision.

#### Deliverables

- Meeting and workshop agendas
- Draft water and wastewater ERP (electronic version only)
- Final water and wastewater ERP (electronic and one hard copy)

#### Assumptions

- The City has existing Emergency Operation Plans to update.
- The ERP kickoff meeting will be held as a video conference call for those team members that are not local.
- Meeting and workshops will be held virtually. The City will assist HDR with scheduling and reserving meeting venues for City staff.
- The City will be available for workshops and meetings related to this task.
- The City will provide data as requested by HDR.
- The City will coordinate with non-utility agency staff (such as police or fire departments) who are part of the ERP Team.
- The City will provide HDR with an updated list of emergency contacts for HDR to include in the ERP.
- The City will provide additional changes/comments on the draft ERPs within 10 days after the workshop.
- All existing documents will be provided by the City in electronic files which can be utilized in the ERP.
- The City will file certification by letter to the Administrator of the EPA following completion of the water ERP.

## **Phase II Schedule**

The anticipated duration for the proposed scope of work is approximately 6 months. The target dates for the key milestones for the project are ERP certification by June 30, 2021.

# Phase III – Continuity of Operations Plan

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HDR will support Casper Public Utilities Division in the development of an updated Continuity of Operations Plan (COOP). The COOP is scheduled to be completed as a third phase of this project and is assumed that a final scope and budget for these services will be added by an amendment to this project. The information gathered in the RAA and ERP process will assist in defining the magnitude of the final COOP scope and associated. As such, Phase III activities provided herein are for reference and work plan methods, and are not included in the current Scope of Work. A separate, detailed scope of work will be submitted to the City for the COOP task upon request.

## **General Methods and Standards**

The focus of the COOP work plan is to build on existing business continuity planning documents and processes for alignment with authoritative published guidance and industry best practices, and conclude with an “Actionable Plan” to support effective implementation. The review will consist of a review of existing business continuity documentation, interviews and workshops with staff from across the organization to identify mission-essential functions, and documentation of existing gaps and potential areas for advancement. HDR will utilize a workshop-driven process similar to the previous RRA and ERP approach to gather the information and build team understanding and consensus. The final findings and recommendations will be documented in a Continuity of Operations Planning Annex to the ERP developed in Phase II. The standards of care by which the assessment and COOP will be prepared is the Water Research Foundation (WRF) *Business Continuity Planning: Guidance Document* (published jointly by WRF/AWWA/USEPA, 2013). This standard recommends the following elements be included in a continuity plan:

- Concept of operations (roles and responsibilities, plan security, plan activation/deactivation)
- Mission essential functions
- Critical resources
- Vital records and data
- Alternate facilities
- Delegation of authority
- Succession planning
- Alert notification procedures
- Devolution
- Reconstitution
- Tests, training and exercises

HDR’s final scope of work will address each of these continuity elements at some level to meet this need for Casper’s Public Services Division.

## **Estimated Fee and COOP Project Schedule**

Consistent with our discussions, HDR proposes a budgetary estimate of \$30-\$40,000 be established to assess and develop and updated COOP for the water and wastewater systems managed by the Public Utilities Division. To better frame this budget estimate, we have assumed that:

- The breadth of interviews would be limited to the five sections (Water Supply, Water Treatment, Water Distribution, Wastewater Collection, and Wastewater Treatment) operating under the Public Utilities Division umbrella,
- On-site training exercises would not be included in this base estimate (typical budget for this service is approximately \$10,000), and
- The focus of the COOP is an actionable Annex to the ERP undated in Phase II.

HDR can complete this work within 3-4 months following completion of the ERP services.

Exhibit "B"

**City of Casper Drinking Water and Wastewater Systems  
Risk and Resiliency Assessment and Emergency Response Plan**

Task Description	Total
<b>Labor</b>	
Task 1.0: Project Initiation/Project Management	\$5,125
Task 2.0: Data Collection and Review	\$4,685
Task 3.0: RRA Workshops and Field Assessments	\$48,295
Subconsultant	\$10,100
Task 4.0: Cybersecurity Assessment Review	\$12,660
Task 5.0: RRA Report and Implementation Plan	\$16,565
Task 6.0: ERP	\$9,775
Subconsultant	\$49,700
Total Labor	\$156,905
Expenses	\$2,170
<b>Total Fee</b>	<b>\$159,075</b>

Area	City of Casper	CWRWS JPB	Project Total
<b>Regional Water System</b>	\$0.00	\$39,768.75	\$39,768.75
<b>Water Distribution</b>	\$39,768.75	\$0.00	\$39,768.75
<b>Wastewater Collection</b>	\$39,768.75	\$0.00	\$39,768.75
<b>Wastewater Treatment Plant</b>	\$39,768.75	\$0.00	\$39,768.75
<b>Total</b>	\$119,306.25	\$39,768.75	\$159,075

## HDR Engineering 2020 Hourly Billing Rates

Enclosed are the 2020 Hourly Billing Rates for HDR Engineering. These rates shall be adjusted annually to reflect any salary adjustments incurred by employees. The rates listed below do not include reimbursable expenses or hourly rates for equipment as defined below.

<u>Description</u>	<u>Billing Rate/Hour</u>
Managing Principal	225
Senior Project Manager	205
Project Manager III	195
Project Manager II	180
<u>Project Manager I</u>	<u>165</u>
Engineer VI	195
Engineer V	180
Engineer IV	165
Engineer III	145
Engineer II	130
<u>Engineer I</u>	<u>115</u>
<u>ASME Disciplines</u>	<u>180</u>
Engineering/Field Services Technician III	120
Engineering/Field Services Technician II	105
<u>Engineering/Field Services Technician I</u>	<u>95</u>
Cadd/GIS Technician IV	135
Cadd/GIS Technician III	115
Cadd/GIS Technician II	105
<u>Cadd/GIS Technician I</u>	<u>95</u>
Right of Way IV	195
Right of Way III	175
Right of Way II	155
<u>Right of Way I</u>	<u>120</u>
Environmental Scientist V	175
Environmental Scientist IV	160
Environmental Scientist III	140
Environmental Scientist II	125
<u>Environmental Scientist I</u>	<u>110</u>
Senior Land Surveyor	150
Land Surveyor	130
Survey Technician III	120
Survey Technician II	110
<u>Survey Technician I</u>	<u>95</u>
Senior Construction Manager	195
Construction Manager	155
Construction Engineer	125
<u>Construction Inspector</u>	<u>95</u>
Strategic Communications/Graphic Designer IV	165
Strategic Communications/Graphic Designer III	145
Strategic Communications/Graphic Designer II	125
<u>Strategic Communications/Graphic Designer I</u>	<u>95</u>
Project Controller	95
Project Assistant	85
Admin Assistant	70

HDR has technical experts in various geographic locations that may be utilized based on specific project need. This specialized expertise is not subject to the above rates and associated billing rates are to be determined at the time of contract negotiation.



**Direct Expenses**

Traffic Counting Equipment	\$120.00 per hour
Survey/GPS Equipment	\$50.00 per hour
Robotic Total Station	\$50.00 per hour
Side-by-Side Utility Vehicle	\$25.00 per hour
Handheld GPS	\$20.00 per hour
Mileage	\$0.75 per mile
Printing:	
B&W 8.5x11	\$0.041 each
Color 8.5x11	\$0.138 each
B&W 11x17	\$0.079 each
Color 11x17	\$0.273 each
Plots Bond	\$0.459 per sq. ft.

**OTHER REIMBURSABLE EXPENSES**

Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for transportation travel, subconsultants, subcontractors, computer usage, telephone, telex, shipping and express, and other incurred expense. Unless negotiated otherwise in the contract, ENGINEER will add 10% to invoices received by ENGINEER from subconsultants and subcontractors to cover administrative expenses and vicarious liability. Hourly equipment charges apply to specific equipment used on the project.

RESOLUTION NO. 20-187

A RESOLUTION AUTHORIZING A FUNDING AGREEMENT WITH THE CENTRAL WYOMING REGIONAL WATER SYSTEM JOINT POWERS BOARD FOR THE RISK AND RESILIENCE ASSESSMENT AND EMERGENCY RESPONSE PLAN UPDATE PROJECT.

WHEREAS, both the City of Casper (City) and the Central Wyoming Regional Water System Joint Powers Board (JPB) desire to conduct a Risk and Resilience Assessment and Emergency Response Plan Update for the water system as required by the Environmental Protection Agency; and,

WHEREAS, because of economies of scale, and manpower efficiencies, it is cost effective for the City and JPB to jointly perform a Risk and Resilience Assessment and Emergency Response Plan Update; and,

WHEREAS, the Contractor's agreement will be with the City; and,

WHEREAS, the City and JPB desire to enter into an Agreement for completion of the Risk and Resilience Assessment and Emergency Response Plan Update.

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 between the City of Casper and the Central Wyoming Regional Water System Joint Powers Board for the Risk and Resilience Assessment and Emergency Response Plan Update.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_ 2020.

APPROVED AS TO FORM:

  
\_\_\_\_\_



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel  
City Clerk

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

September 15, 2020

MEMO TO: J. Carter Napier, City Manager   
FROM: Andrew Beamer, P.E., Public Services Director   
SUBJECT: Utility Service Permit with the Wyoming Department of Transportation  
Fire Line to Black Hills Energy – 1435 E. Yellowstone Hwy.

**Meeting Type & Date**

Regular Council Meeting  
October 6<sup>th</sup>, 2020

**Action type**

Resolution

**Recommendation**

That Council, by resolution, execute a utility service permit with the Wyoming Department of Transportation (WYDOT) for installation of a fire line within WYDOT right-of-way to serve the Black Hills Energy facility at 1435 E. Yellowstone Hwy.

**Summary**

Black Hills Energy is preparing to install a fire line to their facility at 1435 E. Yellowstone Hwy. Installation of the fire service requires work within E. Yellowstone Hwy., a WYDOT controlled right-of-way.

As the City of Casper is the owner of the water main the fire line will be connected to, WYDOT requires the City to execute the utility service permit. The permit documents the conditions under which the fire line may be installed and is required by WYDOT.

**Financial Considerations**

All costs for the installation of the fire line will be the responsibility of Black Hills Energy.

**Oversight/Project Responsibility**

Andrew Beamer, P.E., Public Services Director

**Attachments**

Resolution  
WYDOT Form M-21: Utility Service/Repair Permit

**TRANSPORTATION COMMISSION OF WYOMING and its  
WYOMING DEPARTMENT OF TRANSPORTATION**

**UTILITY SERVICE/REPAIR PERMIT**

**1. Parties.**

The parties to this License are Black Hills Wyoming Gas, LLC, hereinafter referred to as Permittee, whose address is 1435 E Yellowstone Hwy and the **TRANSPORTATION COMMISSION OF WYOMING and its WYOMING DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as Agency, whose address is 5300 Bishop Blvd, Cheyenne, WY 82009-3340.

**2. Purpose of Permit.**

The Agency hereby grants permission to the Permittee to Install a 6" PVC water fire service line, extending  
*(Description of work to be done)*  
from the 6" cast iron water main located in East C Street

\_\_\_\_\_ to/on their existing  
Shop \_\_\_\_\_ hereinafter referred to as Facility, located at:

Street 1435 E Yellowstone Hwy City/Town Casper

Section(s) 3 Township 33N Range 79W County (ies) Natrona

Route \_\_\_\_\_ Milepost (RM) \_\_\_\_\_ Company Tracking Number: \_\_\_\_\_

**GPS Coordinates:**

GPS Datum NAD/83 accuracy to ±30' in decimal/degree format (e.g. Latitude 44.12345, Longitude -106.54321). For encroachments, attach Form M-54G – *Additional GPS Coordinates* - included in the permit packet.

Entering R/W: Latitude 42.85369 Longitude 106.30472

Exiting R/W: Latitude 42.8535 Longitude 106.30471

FOR DISTRICT USE ONLY					
M-54 Folder Number		M-54 Dist Ref Number:		M-21 Dist. Ref. Number:	
ML:		Maintenance Section:			

**3. Plan/Staking Sheet.**

The Utility shall attach hereto a plan sheet and/or staking sheet showing facilities to be repaired, maintained or having new service connections as part of this Permit. This plan sheet, shall be designated Exhibit "A" and made a part of this Permit. The Exhibit "A" shall comply with the Wyoming Department of Transportation Utility Accommodation Regulation and shall include the following requirements.

- Existing roadway, right-of-way line, right-of-way fence, and cross fences if they are not on the right-of-way line.
- Existing approaches, intersecting roads or streets, drainage ditches, irrigation ditches, pipes, and culverts that have to be crossed.
- Proposed facility alignment with offset distances from either the roadway centerline or right-of-way line.
- Location of existing facilities on the highway right-of-way that are owned and operated by the Company.
- Proposed locations of all support appurtenances such as air relief valves, manholes, pedestals, junction boxes, line marker, vent pipes, guys and anchors, etc.
- Size and/or capacity of the proposed facility, that is, kV, number of cable pairs, pipe diameter, pipe type, wall thickness (for carrier and casing), product to be carried, max. operating psig, etc.
- Indicate with a highlighter, appropriate symbol, or verbiage (for example, "As-Constructed") the new facility so that it is easily recognizable for someone reading the drawing(s).
- Legal description: Section, Township, and Range with North Arrow.
- Reference new facility to the nearest milepost marker using a compass direction and footage. Example: "1231' east of milepost 30."
- All bridge attachments must be reviewed and approved by the WYDOT Bridge Program. Bridge attachments should indicate if the facility is to be placed in an existing conduit or a new conduit on the bridge. Bridge attachments are addressed in the WYDOT Utility Accommodation Regulation.
- The preferred and maximum sheet size shall be 11" x 17".

**Conditions.**

This Permit is subject to the following conditions:

- a. This Permit is for the purpose of providing new service connections to, maintaining or repairing existing licensed facilities and does not permit new construction or extensive replacement of utility lines; such work requires a Utilities License, Form M-54. New service connections shall fall under the provisions of the existing Utility License.
- b. The work allowed under this permit shall commence only after the execution of this permit by both parties. If due to an emergency, work must begin before a permit can be processed, verbal approval must be obtained from the District Maintenance Engineer and a permit executed as soon as possible.
- c. The Permittee shall perform all necessary work in the maintenance or tapping of the utility and the cost of such work shall be borne solely by the Permittee. The work to be performed by the Permittee shall include the following as deemed applicable by the Department:
  - i. Sub-excavation of all unstable material and compaction of all backfill or special backfill to a density equal to the surrounding material or as defined by the Department. Density tests will be provided by Permittee whenever it is deemed necessary.
  - ii. All backfill shall be placed to the top of the sub-grade and the surface course or courses shall be replaced by like or better materials. (Asphalt pavement shall be replaced with asphalt pavement and concrete by concrete pavement).
  - iii. Furnish, provide, erect and maintain all necessary barricades, lights, reflectorized signs and take all necessary precautions for the protection of the work and safety of the traveling public at the work area in accordance with "Manual on Uniform Traffic Control Devices (MUTCD)" or WYDOT's "Traffic Control for Roadway Work Operations Manual".
  - iv. Boring or jacking shall be performed with a minimum of surface opening.
- d. If ground settlement or paving failure occurs after Permittee has completed backfilling and resurfacing the utility cut, the Department will correct such settlement or failure; and all labor, material and equipment required to make such correction will be billed to the Permittee.

**4. Signatures.**

In witness thereof, the parties to this Permit, either personally or through their duly authorized representatives, have executed this Permit on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Permit. The effective date of this Permit is the date of the signature last affixed to this page.

**PERMITTEE**

**Steven K. Freel, Mayor, City of Casper**

Printed Name and Title

Signature

Date

( 307 ) 235 - 8341

sfreel@casperwy.gov

Phone Number

E-mail

**CURRENT POINT OF CONTACT FOR COMPANY (If different from Permittee above)**

Printed Name and Title

( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

Phone Number

E-mail

**AGENCY**

District Representative Printed Name and Title

Signature

Date

## M-21 Permit General Instructions

A. Originated by:

This form is originated by the utility owner with an M-54 license for the existing facility.

B. Guidelines:

This form is used in lieu of the M-54 License Form for access to WYDOT's right-of-way for maintenance and repairs as well as service taps to existing licensed facilities, for example water, sewer, and gas taps to individual customers.

In case of leaks or other emergencies, it is more critical that the work be performed to remedy any hazardous situation and avoid further damage to the surrounding area. Under these circumstances, it is acceptable to contact the District Maintenance Engineer for verbal approval and then to complete this permit after the work has already begun.

Form M-21 shall be approved by the appropriate District Representative. The Exhibit "A" shall meet the minimum requirements set forth in the Utility Accommodation Regulations Chapter V, Section 8. Exhibits for Licenses. These requirements are included in the Permit under item 3.

C. Distribution:

For each Permit, the District shall give one copy to the Permittee (on site utility company representative shall have this in hand at time of work), retain one copy for District files, and mail one copy to the Utility Section in Cheyenne. The Utility Section will use the M-21 information to update the existing M-54 license information, GPS coordinates, current POC information, etc.

D. Form:

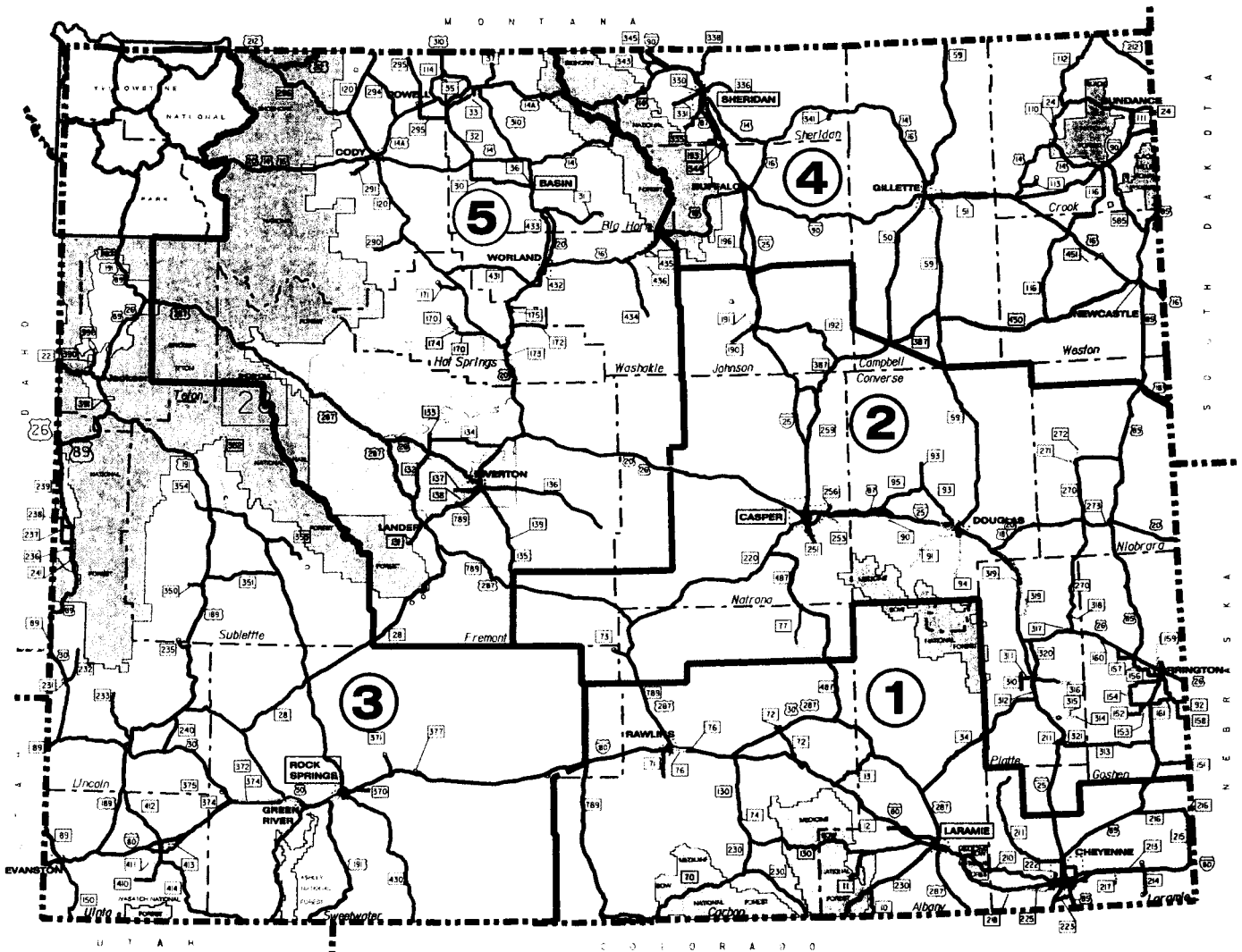
Form M-21 is available from the Utility Section in Cheyenne, from the District office, or online at: [http://www.dot.state.wy.us/home/engineering\\_technical\\_programs/utilities\\_section.default.html](http://www.dot.state.wy.us/home/engineering_technical_programs/utilities_section.default.html)

# STATE OF WYOMING

## PREPARED BY THE WYOMING DEPARTMENT OF TRANSPORTATION

CONTACT THE DISTRICT LICENSE TECHNICIAN  
IN THE DISTRICT AREA WHERE THE WORK IS TAKING PLACE

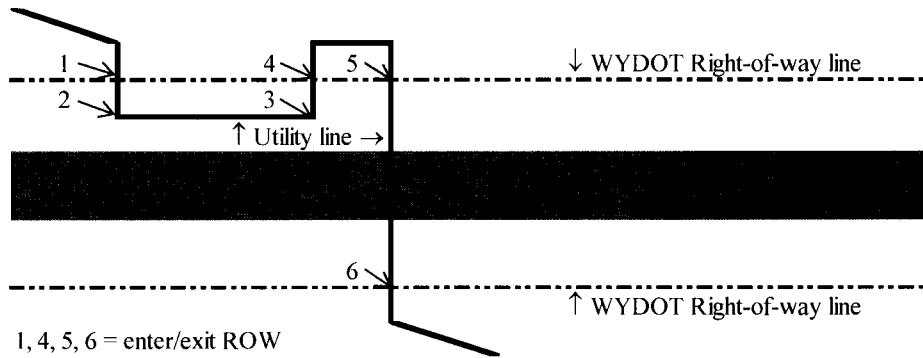
DISTRICT NUMBER	PHYSICAL ADDRESS MAILING ADDRESS (IF DIFFERENT)	TELEPHONE NUMBER
1	3411 SOUTH 3RD STREET, LARAMIE, WY 82070	307 745-2123
2	900 BRYAN STOCK TRAIL, CASPER, WY 82601	307 473-3213
3	3200 ELK STREET, PO BOX 1260, ROCK SPRINGS, WY 82902-1260	307 352-3044
4	10 EAST BRUNDAGE LANE, SHERIDAN, WY 82801	307 674-2324
5	218 WEST C, PO BOX 461, BASIN, WY 82410	307 568-3446



TRANSPORTATION COMMISSION OF WYOMING and its WYOMING DEPARTMENT OF TRANSPORTATION

Additional GPS Coordinates

GPS Datum NAD/83 accuracy to ±30' in decimal/degree format (e.g. Latitude 44.12345, Longitude -106.54321). Supply GPS coordinates for each encroachment into/out of WYDOT's right-of-way or for each change in direction within the right-of-way. You may disregard this form if your license exhibit contains this information.



- 1 41.291643° -105.560232° (Enter)
2 41.291574° -105.560232° (Change)
3 41.291560° -105.559108° (Change)
4 41.291635° -105.559104° (Exit)
5 41.291626° -105.558900° (Enter)
6 41.290781° -105.558885° (Exit)

1, 4, 5, 6 = enter/exit ROW
2 and 3 = change in direction within ROW

Use the diagram below to label your GPS locations per the above example.

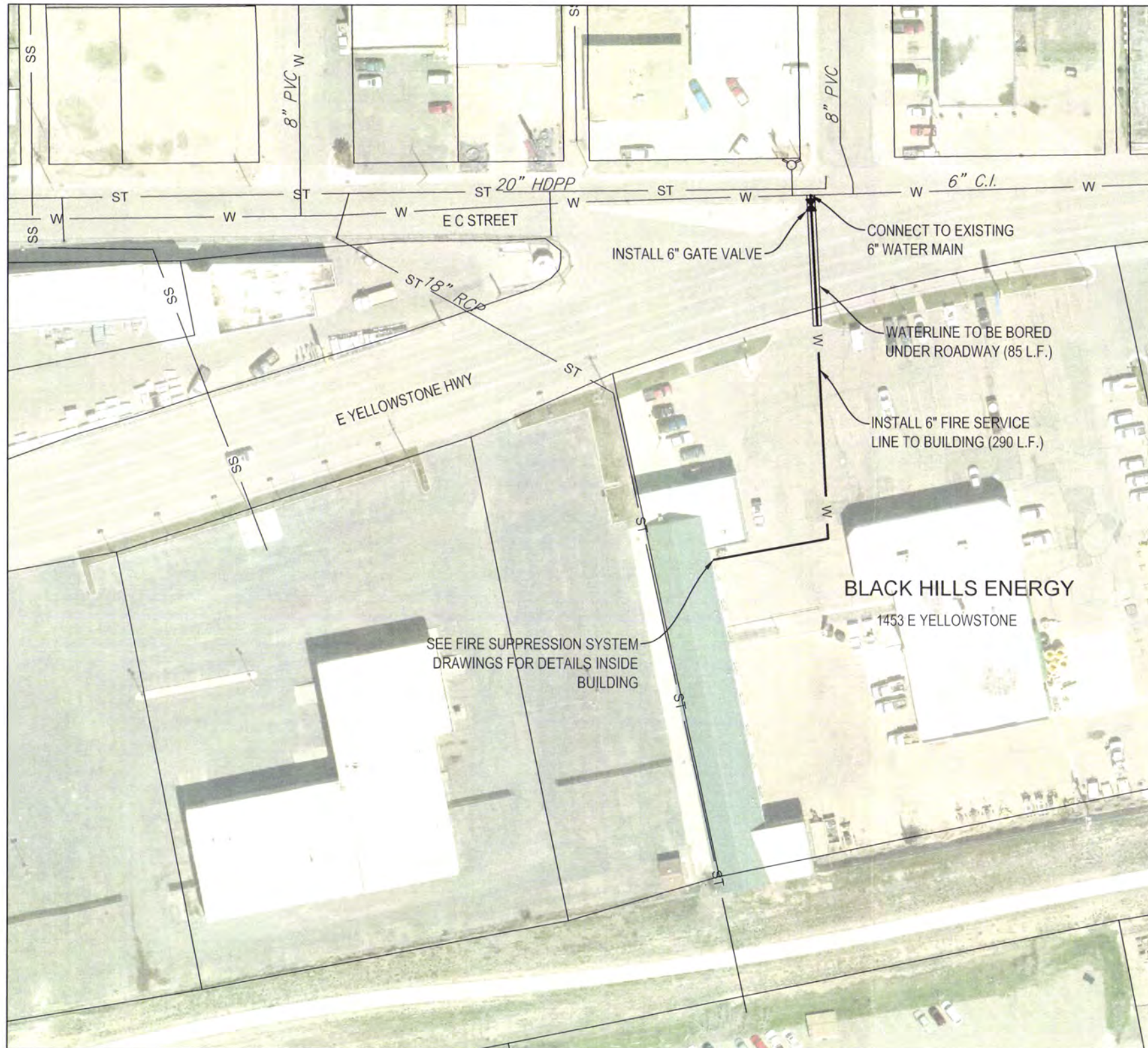
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Location 1 Latitude \_\_\_\_\_ Longitude \_\_\_\_\_
Location 2 Latitude \_\_\_\_\_ Longitude \_\_\_\_\_
Location 3 Latitude \_\_\_\_\_ Longitude \_\_\_\_\_
Location 4 Latitude \_\_\_\_\_ Longitude \_\_\_\_\_
Location 5 Latitude \_\_\_\_\_ Longitude \_\_\_\_\_
Location 6 Latitude \_\_\_\_\_ Longitude \_\_\_\_\_
Location 7 Latitude \_\_\_\_\_ Longitude \_\_\_\_\_
Location 8 Latitude \_\_\_\_\_ Longitude \_\_\_\_\_
Location 9 Latitude \_\_\_\_\_ Longitude \_\_\_\_\_
Location 10 Latitude \_\_\_\_\_ Longitude \_\_\_\_\_
Location 11 Latitude \_\_\_\_\_ Longitude \_\_\_\_\_
Location 12 Latitude \_\_\_\_\_ Longitude \_\_\_\_\_

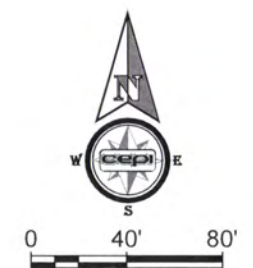
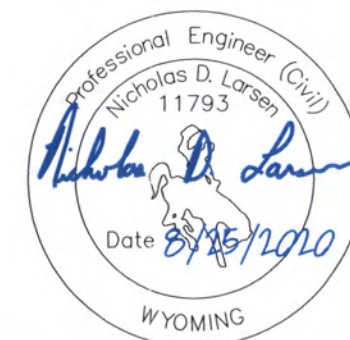




**GENERAL NOTES:**

1. NOTES GIVEN HERE SHALL APPLY TO ALL SHEETS.
2. THE LOCATION OF THE EXISTING UTILITIES AND PIPELINES HAS BEEN SHOWN ON THE DRAWINGS BASED ON "AS-BUILT" MAPS AND LOCATION MAPS PROVIDED BY THE OWNER'S OF THE UTILITIES AND PIPELINES. THE EXACT LOCATION OF THESE FACILITIES MAY NOT BE SHOWN ACCURATELY ON THE DRAWINGS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT THE UTILITY AND /OR PIPELINE COMPANIES IN THE AREA OF THE PLANNED WORK AND SECURE EXACT LOCATIONS FOR THOSE FACILITIES. THE CONTRACTOR SHALL REQUEST THE OWNER OF THE UTILITY TO PROVIDE THE NATURE, LOCATION AND ELEVATION OF THE UTILITY AT EACH LOCATION AND AT WHATEVER INTERVAL IS NECESSARY FOR THE WORK. IF THE UTILITY COMPANY CANNOT OR WILL NOT PROVIDE THE INFORMATION, THE CONTRACTOR SHALL OBTAIN THE INFORMATION BY WHATEVER MEANS NECESSARY. FOR EACH LOCATION, THE UTILITY SHALL BE TIED BOTH HORIZONTALLY AND VERTICALLY, BY COORDINATES, TO A DATUM DETERMINED BY THE ENGINEER AND CERTIFIED BY A LICENSED SURVEYOR. THE CONTRACTOR SHALL SHOW THE NATURE, LOCATION AND ELEVATION OF THE UTILITY ON THE ENGINEER'S CONTRACT DRAWINGS AND PROVIDE A COPY OF THE INFORMATION TO THE OWNER. NO TRENCHING OR EXCAVATION OPERATIONS SHALL TAKE PLACE UNTIL ALL UTILITIES HAVE BEEN CONTACTED AND LOCATIONS AND ELEVATIONS OF THE UTILITIES CONFIRMED.
3. OVERHEAD UTILITIES SHOULD BE RECOGNIZED BY THE CONTRACTOR AS A HAZARD. THE CONTRACTOR SHALL ABIDE BY W.S. 37-3-301 AT SEQ., KNOWN AS THE WYOMING HIGH VOLTAGE POWER LINES AND SAFETY RESTRICTIONS ACT BEFORE BEGINNING ANY WORK UNDER OR NEAR THE UTILITY.
4. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE CITY OF CASPER STANDARD SPECIFICATIONS, LATEST EDITION

**EXHIBIT A**



PLANS ARE SCALED PROPERLY IF LINE = ONE INCH

1431.mxd, 2020/08/20, 8:27:20 AM, 8/27/2020, Kansen, Burnett

DATE	REVISIONS	CHECKED	APPROVED	W.O. NO.	DRAWN BY	CHECKED BY	APPROVED BY
				20-033	KB	NL	NL
					DATE: 08/20	DATE: 08/20	DATE: 08/20



**Civil Engineering Professionals, Inc.**  
 6080 Enterprise Drive - Casper, Wyoming 82609 • (307) 266-4346 • (307) 266-0103 fax

**BLACK HILLS ENERGY**  
 CASPER WYOMING

**BHE FIRE LINE SITE PLAN**

**SHEET**  
 153 of 1

RESOLUTION NO.20-188

A RESOLUTION AUTHORIZING A UTILITY SERVICE/REPAIR PERMIT WITH THE WYOMING DEPARTMENT OF TRANSPORTATION FOR A FIRE LINE TO THE BLACK HILLS ENERGY FACILITY AT 1435 E. YELLOWSTONE HWY.

WHEREAS, Black Hills Energy is preparing to install a fire line to their facility at 1435 E. Yellowstone Hwy.; and,

WHEREAS, construction of the fire line requires installation within Wyoming Department of Transportation right-of-way; and,

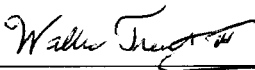
WHEREAS, the Wyoming Department of Transportation requires the City of Casper to execute a utility service/repair permit for the work.

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 a utility service/repair permit with the Wyoming Department of Transportation for the Black Hills Energy fire line.

BE IT FURTHER RESOLVED: That the City Manager, Public Services Director, or the City Engineer for the City of Casper, are hereby designated as the authorized representatives of the City of Casper, to act on behalf of the Governing Body on all matters relating to the utility service/repair permit.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2020.

APPROVED AS TO FORM:

  
\_\_\_\_\_


ATTEST:


CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel  
City Clerk

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

September 10, 2020

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director 

SUBJECT: Authorizing a License Agreement with the Wyoming Department of Environmental Quality (WDEQ) for Installation of Groundwater Monitoring Wells.

Meeting Type & Date  
Regular Council Meeting  
October 6, 2020

Action Type  
Resolution

Recommendation  
That Council, by resolution, authorize a license agreement with WDEQ as Licensee, to install, operate, and maintain groundwater monitoring wells on City owned property.

Summary  
The WDEQ entered into a license agreement with the City of Casper in March 2009 for the installation of groundwater monitoring wells at various locations around the City of Casper. Areas of Casper have been contaminated by petroleum products leaked from underground storage tanks. The purpose of the wells is to identify the extent and magnitude of contamination at these sites. This license was in effect for ten (10) years. As this agreement has now expired, WDEQ is requesting execution of a new license agreement.

The license provides for the construction of the wells along with installation of remediation equipment to begin clean-up operations. The license also spells out the conditions under which monitoring wells can be installed and procedures for removal upon project completion.

Financial Considerations  
There will be no cost to the City of Casper.

Oversight/Project Responsibility  
Andrew Beamer, P.E., Public Services Director

Attachments  
Resolution  
License Agreement

**Received**

**AUG 26 2020**

**Casper DEQ**

**Received**

**MAR 19 2020**

**LICENSE AGREEMENT BETWEEN THE CITY OF CASPER AND THE  
WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY**

This Agreement is entered into between the City of Casper, a Wyoming municipal corporation (City), and the Wyoming Department of Environmental Quality (DEQ). Collectively, the City and DEQ may be referred to in this Agreement as the "parties."

**RECITALS:**

WHEREAS subsurface and groundwater in Casper, Wyoming has been contaminated by releases of petroleum products from eligible storage tanks; and

WHEREAS the DEQ is required by statute to take corrective action to address the pollution caused by the releases of petroleum products from eligible storage tanks; and

WHEREAS the process of remediation involves installing and operating remediation systems, drilling boreholes, installing monitor wells, installing and operating soil and groundwater remediation equipment, including underground piping and extraction equipment, and conducting regular soil and groundwater monitoring within the dedicated public rights-of-way of the City; and

WHEREAS clean-up and remediation of the petroleum product contamination in the City will require the DEQ to access existing monitoring wells within rights-of-way of the City; and

WHEREAS the City derives a benefit from the DEQ's clean-up and remediation of the pollution in the City; and

WHEREAS the parties to this Agreement desire to execute a license agreement whereby the DEQ may install, maintain and operate necessary remediation equipment within the rights-of-way of the City;

NOW THEREFORE, in consideration of the mutual benefits to be derived by the parties to this Agreement, the City hereby grants to the DEQ, its agents and independent contractors, a license to conduct subsurface investigations and to acquire, construct, operate and maintain monitor wells and soil and groundwater contamination remediation, recovery and stabilization systems (remediation equipment) within the dedicated public rights-of-way within the City, under the following conditions:

1. The DEQ shall conduct all work with due care, so as not to cause or create any hazard to the public by virtue of the project. The DEQ shall submit shop drawings of all construction to the City Engineer for review. The City Engineer will review the shop drawings and may impose additional requirements or restrictions as may be necessary to ensure public safety. In addition, all of the monitoring wells casings installed within the City right-of-way shall be two inch PVC conduit, unless otherwise approved in writing by the City Engineer, and shall not present an obstruction to any future work.

2. For any remediation equipment which is installed within the rights-of-way of any state or federal highway, the DEQ shall obtain permission of the Wyoming Department of Transportation and shall conform to any standards or requirements regarding control and condition of the surface of construction of the wells, which may be imposed by the Department of Transportation. The DEQ shall advise the City Engineer as to the location and status of permits/licenses for all such wells, and shall provide exhibits as required for wells within the City rights-of-way.

3. During construction or installation of any remediation equipment, the DEQ shall provide lights, barricades, flaggers, warning signs, and such other devices and persons as are required by law or which are reasonably needed for the protection of the public.

4. Remediation equipment shall be installed outside the curb and gutter of the streets involved unless prior written permission is obtained from the City allowing placement inside the curb and gutter.

5. The DEQ shall maintain all remediation equipment and monitor wells so that they shall not constitute a hazard to the public. All monitor wells shall be equipped with flush mount covers. The City Engineer may impose such other restrictions and requirements on the installation of remediation equipment as may be necessary to ensure public safety.

6. Any damage done by the DEQ, or anyone acting on its behalf, to sidewalk, curb, gutter and paved or unpaved surfaces shall be repaired promptly to the satisfaction of the City Engineer.

7. Upon completion of installation of new remediation equipment or monitoring wells, and for all existing remediation equipment and monitoring wells that become subject to this Agreement, the DEQ shall provide to the City a detailed site exhibit showing the specific location of the equipment or wells. The DEQ shall not be required to submit this information if it has been previously submitted to the City.

8. The DEQ agrees to provide the City with all data from any remediation equipment installed under this Agreement, upon request by the City.

9. The DEQ agrees to maintain all remediation equipment and surrounding areas in good condition.

10. Except as is provided in paragraph 14 below, the license granted by this Agreement shall remain in effect until such time as the DEQ completes all remediation and post-remedial sampling and monitoring. Upon termination of this Agreement, and at such time as individual wells are abandoned, the DEQ shall remove well casings to a depth of 15 feet below the ground surface or to the bottom of the casing, whichever is less, plug and cap all holes it has drilled under this Agreement, remove all above-ground structures and equipment installed as part of any remediation system, and repair all damage to the sidewalk, curb, gutter and paved or unpaved surfaces caused by the DEQ's activities under this Agreement, to the satisfaction of the City Engineer. Ownership of any monitor wells installed within any rights-of-way shall vest in the City upon termination. At the City's request, the DEQ shall, upon termination of this Agreement, plug and abandon any monitor wells installed under this Agreement, in conformity with the requirements set forth in the Water Quality Rules and Regulations and as may be required by the State Engineer.

11. Access across City property rights-of-way shall be provided according to terms approved by the City Engineer at locations approved by the City Engineer.

12. All new construction of monitor wells or remediation equipment by the DEQ, occurring within the City's rights-of-way, shall be subject to all requirements of this Agreement and shall be covered by this license.

13. By entering into this Agreement neither party waives any claim it may have to governmental immunity from any action arising out of this Agreement, and neither party agrees to indemnify the other in any action arising out of this Agreement.

14. This Agreement shall run for ten years from the date below, provided that it may be renewed upon or before its expiration by mutual agreement of the parties in the event that the DEQ's remediation project has not been completed.

15. If the DEQ violates any of the provisions herein, the City may terminate this Agreement, provided that the City shall first advise the DEQ of the violation in writing and allow the DEQ fifteen days to remedy the violation. If the DEQ fails to remedy the violation within the fifteen days, the City may seek specific performance and if successful, collect its reasonable attorney fees.

16. The DEQ does not, by entering this Agreement, waive its sovereign immunity or that of its employees acting within the scope of their employment. Pursuant to W.S. 1-39-104(a) and all other state law, the DEQ and its employees fully retain all immunities and defenses provided by law with regard to any action based on this license agreement, but no such immunity or defense shall apply for the benefit of any other person.

17. 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.

18. 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.

19. DEQ is aware that utility locates may be called in at locations where DEQ monitoring wells are placed. DEQ hereby agrees to place their monitoring wells on the "One Call of Wyoming" system, or otherwise make reasonable arrangements to handle utility locates for its monitoring wells. The City will not be liable for any damage caused to DEQ monitoring wells by improper or unanswered utility locates.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

FOR THE CITY OF CASPER:

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

ATTEST:

\_\_\_\_\_  
Fleur Tremel  
City Clerk

APPROVED AS TO FORM FOR THE CITY:

Wallie Tremel

FOR THE DEPARTMENT OF ENVIRONMENTAL QUALITY:

Todd Parfitt  
Todd Parfitt  
Director

APPROVED AS TO FORM FOR THE DEQ:

[Signature]



RESOLUTION NO.20-189

A RESOLUTION AUTHORIZING A LICENSE AGREEMENT WITH THE WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY TO INSTALL GROUNDWATER MONITORING WELLS ON CITY OWNED PROPERTY.

WHEREAS, the Wyoming Department of Environmental Quality (WDEQ) has requested permission of the City to install groundwater monitoring wells on City owned street right-of-way; and,

WHEREAS, the City of Casper has determined that the use of said City-owned property will not unreasonably interfere with the use thereof by the City or the general public.

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 license agreement with WDEQ, for the purpose of installing groundwater monitoring wells on City owned property, more particularly described in said license agreement, and specifically subject to the conditions set forth therein.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2020.

APPROVED AS TO FORM:

  
\_\_\_\_\_


ATTEST:


CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel  
City Clerk

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

September 21, 2020

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director   
Bruce Martin, Public Utilities Manager  
Megan Lockwood, WWTP Manager

SUBJECT: Authorizing a Procurement Agreement with UV Doctor Lamps, LLC, in the amount of \$48,000.00, for 300 Ultra Violet (UV) Lamps and Quartz Sleeves to be used on the UV Disinfection System at the Sam H. Hobbs Wastewater Treatment Plant.

**Meeting Type & Date**

Regular Council Meeting  
October 6, 2020

**Action Type**

Resolution

**Recommendation**

That Council, by resolution, authorize a Procurement Agreement with UV Doctor Lamps, LLC, Newport, Washington, in the amount of \$48,000.00 for 300 UV Lamps and Quartz Sleeves to be used on the UV Disinfection System at the Sam H. Hobbs Wastewater Treatment Plant.

**Summary**

The UV system is used to disinfect the wastewater treatment plant secondary effluent prior to discharge into the North Platte River as required by the Wyoming DEQ discharge permit. The system, put online in 2007, consists of approximately 300 lamps contained in quartz sleeves. The UV system manufacturer recommends lamp and sleeve replacement at two-year intervals to maintain efficient and effective operation of the system. The current sleeves were replaced in 2016, and lamps were replaced in 2017. Due to the need to replace other failing UV system parts in the last fiscal year, the lamps and sleeves are overdue to be replaced on their regular schedule.

It is proposed to purchase the new lamps and sleeves, and utilize City Wastewater Maintenance Staff to install them.

Quotes for lamps and sleeves were obtained from five vendors, however, three quotes provided did not meet specifications and were rejected. The quotes received that meet specifications are as follows:

<u>Vendor</u>	<u>Amount</u>
<b>UV Doctor Lamps, LLC</b>	<b>\$48,000.00</b>
DC Frost Associates, Inc	\$63,809.69

The low quote for supplying the wiper kits and parts is UV Doctor Lamps, LLC, Newport, Washington.

**Financial Considerations**

Funds for this project will come from the FY21 Wastewater Fund.

**Oversight/Project Responsibility**

Megan Lockwood, WWTP Manager

**Attachments**

Resolution

Purchase Agreement with Exhibit "A"

Procurement of Goods Agreement (Short Form)

This Procurement of Goods Agreement, dated as of SEPT 23, 2020 (this "Agreement," to be referenced by Quote # CASPER8-6 is entered into between the City of Casper, Wyoming, a Wyoming municipal corporation with offices located at 200 N. David St., Casper, Wyoming 82601 ("Buyer") and UV Doctor Lamps, LLC, a Washington Limited Liability Company with offices located at 209 S. Washington Ave., Newport, Washington, 99156 ("Seller"), and together with Buyer, the "Parties", and each, a "Party").

RECITALS

WHEREAS, Seller is in the business of selling ultraviolet disinfection equipment; and

WHEREAS, Buyer desires to purchase from Seller, and Seller desires to sell to Buyer the Goods.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Sale of Goods.** Seller shall sell to Buyer and Buyer shall purchase from Seller the goods set forth on Exhibit A, as modified, hereto attached and made a part of this Agreement, (the "Goods") in the quantities and at the prices and upon the terms and conditions set forth in this Agreement.
2. **Delivery Date.** Seller shall deliver the Goods by November 30, 2020 in the quantities specified in Exhibit A, as modified and hereto attached as part of this Agreement, or as otherwise agreed in writing by the parties (the "Delivery Date"). Timely delivery of the Goods is of the essence. If Seller fails to deliver the Goods in full on the Delivery Date, Buyer may terminate this Agreement immediately by providing written notice to Seller and Seller shall indemnify Buyer against any losses, claims, damages, and reasonable costs and expenses directly attributable to Seller's failure to deliver the Goods on the Delivery Date.
3. **Quantity.** Seller shall deliver the quantities of the Goods specified in Exhibit A, as modified and hereto attached as part of this Agreement. If Seller delivers more or less than the quantity of Goods specified in Exhibit A, as modified and attached hereto as part of this Agreement, Buyer may reject all or any excess Goods. Any such rejected Goods shall be returned to Seller at Seller's risk and expense. If Buyer does not reject the Goods and instead accepts the delivery of Goods at the increased or reduced quantity, the Price for the Goods shall be adjusted on a pro-rata basis.
4. **Delivery Location.** All Goods shall be delivered to the address specified in Exhibit A, as modified and hereto attached as part of this Agreement, (the "Delivery Location") during Buyer's normal business hours or as otherwise instructed by Buyer.
5. **Shipping Terms.** Delivery shall be made Delivered Duty Paid (DDP) Delivery Location, Incoterms® 2010 in accordance with the terms set forth in Exhibit A, as modified and hereto attached as part of this Agreement. Seller shall give written notice of shipment to Buyer when the Goods are delivered to a

carrier for transportation. Seller shall provide Buyer all shipping documents, including the commercial invoice, packing list, air waybill/bill of lading and any other documents necessary to release the Goods to Buyer within two business days after Seller delivers the Goods to the transportation carrier.

6. Title and Risk of Loss. Title passes to Buyer upon delivery of the Goods to the Delivery Location. Seller bears all risk of loss or damage to the Goods until delivery of the Goods to the Delivery Location.

7. Packaging. Seller shall properly pack, mark and ship Goods as instructed by Buyer and otherwise in accordance with applicable law and industry standards and shall provide Buyer with shipment documentation showing the Contract Reference Number, the quantity of pieces in shipment, the number of cartons or containers in shipment, Seller's name, the air waybill/bill of lading number, and the country of origin.

8. Inspection and Rejection of Nonconforming Goods. Buyer has the right to inspect the Goods on or after the Delivery Date. Buyer, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines the Goods are nonconforming or defective. If Buyer rejects any portion of the Goods, Buyer has the right, effective upon written notice to Seller, to: (a) rescind this Agreement in its entirety; or (b) reject the Goods and require replacement of the rejected Goods. If Buyer requires replacement of the Goods, Seller shall, at its expense, promptly replace the nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective goods and the delivery of replacement Goods. Any inspection or other action by Buyer under this Section shall not reduce or otherwise affect Seller's obligations under this Agreement, and Buyer shall have the right to conduct further inspections after Seller has carried out its remedial actions.

9. Price. Buyer shall purchase the Goods from Seller at the prices set forth in Exhibit A, as modified and hereto attached as part of this Agreement, as it may be modified from time to time by agreement of the Parties (the "Price"). The Price includes all packaging, transportation costs (subject to adjusted freight charges) to the Delivery Location, insurance, customs duties and fees and applicable taxes, including, but not limited to, all sales, use, or excise taxes. No increase in the Price is effective, whether due to increased material, labor, or transportation costs or otherwise, without the prior written consent of Buyer.

10. Payment Terms. Seller shall issue an invoice to Buyer within five days after the completion of delivery of the Goods. Buyer shall pay all properly invoiced amounts due to Seller within 45 days after Buyer's receipt of such invoice, except for any amounts disputed by Buyer in good faith. All payments hereunder must be in US dollars. In the event of a payment dispute, Buyer shall deliver a written statement to Seller no later than 15 days after invoiced amounts are delivered to the buyer on the disputed invoice listing all disputed items. The parties shall seek to resolve all such disputes expeditiously and in good faith. Seller shall continue performing its obligations under this Agreement notwithstanding any such dispute.

11. Setoff. Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off at any time any amount owing to it by Seller against any amount payable by Buyer to Seller.

12. Warranties. Seller warrants to Buyer that for a period of 12 months from the Delivery Date, all

Goods will: (a) be free from any defects in workmanship, material, and design; (b) conform to applicable specifications, (c) be fit for their intended purpose and operate as intended; (d) be merchantable; (e) be free and clear of all liens, security interests, or other encumbrances; and (f) not infringe or misappropriate any third party's patent or other intellectual property rights. These warranties survive any delivery, inspection, acceptance, or payment of or for the Goods by Buyer. These warranties are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Buyer's discovery of the noncompliance of the Goods with the foregoing warranties. If Buyer gives Seller notice of noncompliance with this Section, Seller shall, at its own cost and expense, promptly replace or repair the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to Seller and the delivery of repaired or replacement Goods to Buyer.

13. Compliance with Law. Seller is in compliance with and shall comply with all applicable laws, regulations, and ordinances. Seller has and shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement.

14. General Indemnification. Seller agrees to indemnify Buyer, Buyer's employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence, fault or willful and wanton conduct of the Seller and any subcontractor thereof.

15. Intellectual Property Indemnification. Seller shall, at its expense, defend, indemnify, and hold harmless Buyer and any Indemnified Party against any and all Losses arising out of or in connection with any claim that Buyer's or Indemnified Party's use or possession of the Goods infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. In no event shall Seller enter into any settlement without Buyer's or Indemnified Party's prior written consent.

16. Insurance. Before commencing with work under this Agreement, and for a period of 90 days after the date of this Agreement, Seller shall, at its own expense, maintain and carry insurance in full force and effect that includes, but is not limited to, commercial general liability (including product liability) with limits no less than \$250,000 for each occurrence and \$500,000 in the aggregate with financially sound and reputable insurers. Seller shall provide Buyer with a certificate of insurance from Seller's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance shall name Buyer as an additional insured. Seller shall provide Buyer with 30 days' advance written notice in the event of a cancellation or material change in Seller's insurance policy. Except where prohibited by law, Seller shall require its insurer to waive all rights of subrogation against Buyer's insurers and Buyer or the Indemnified Parties.

17. Termination. In addition to any remedies that may be provided under this Agreement, Buyer may terminate this Agreement with immediate effect upon written notice to Seller, either before or after the acceptance of the Goods, if Seller has not performed or complied with any of the terms and conditions of this Agreement, in whole or in part. If Seller becomes insolvent, is generally unable to pay, or fails to pay, its debts as they become due, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit

of creditors, then Buyer may terminate this Agreement upon written notice to Seller. If a Force Majeure Event affecting Seller's performance of this Agreement continues for more than 14 days, then Buyer may terminate this Agreement upon written notice to Seller. If Buyer terminates this Agreement for any reason, Seller's sole and exclusive remedy is payment for the Goods received and accepted by Buyer prior to the termination.

18. Confidential Information. All non-public, confidential, or proprietary information of the Buyer, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Buyer to Seller, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized by Buyer in writing. Upon Buyer's request, Seller shall promptly return all documents and other materials received from Buyer. Buyer shall be entitled to injunctive relief for any violation of this Section. This Section shall not apply to information that is: (a) in the public domain; (b) known to the Seller at the time of disclosure; or (c) rightfully obtained by the Seller on a non-confidential basis from a third party.

19. Entire Agreement. This Agreement, including and together with any related exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

20. Survival. Subject to the limitations and other provisions of this Agreement: (a) the representations and warranties of the Parties contained herein shall survive the expiration or earlier termination of this Agreement; and (b) as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, shall survive the expiration or earlier termination of this Agreement. All other provisions of this Agreement shall not survive the expiration or earlier termination of this Agreement.

21. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice", and with the correlative meaning "Notify") must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this Section.

Notice to Buyer: 200 N. David St., Casper, Wyoming 82601

Telephone: 307-235-8213

Notice to Seller: 209 S. Washington Ave., Newport, Washington, 99156

22. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

23. Amendments. No amendment to, or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

24. Waiver. No waiver by any party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

25. Cumulative Remedies. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties, or otherwise. Notwithstanding the foregoing, the Parties intend that, if Buyer terminates the Agreement in accordance with Section 17, Seller's sole and exclusive remedy is the right to payment for the Goods received and accepted.

26. Assignment. Seller shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement without the prior written consent of Buyer. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Seller of any of its obligations hereunder. Buyer may at any time assign, transfer or subcontract any or all of its rights or obligations under this Agreement without Seller's prior written consent.

27. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

28. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

29. Choice of Law. This Agreement, including all exhibits, schedules, attachments, and appendices attached hereto, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the State of Wyoming, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Wyoming.

30. Choice of Forum. Each Party irrevocably and unconditionally agrees that it will not commence any



action, litigation, or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments, and appendices attached to this Agreement, and all contemplated transactions, including contract, equity, tort, fraud, and statutory claims, in any forum other than the courts of the State of Wyoming, sitting in Casper, Wyoming, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the courts of the State of Wyoming sitting in Casper, Wyoming. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

31. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary in Section 21 (Notices), a signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

32. Force Majeure. Any delay or failure of either Party to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event beyond such Party's control, without such Party's fault or negligence and that by its nature could not have been foreseen by such Party or, if it could have been foreseen, was unavoidable (which events may include natural disasters, embargoes, epidemics, explosions, riots, wars, or acts of terrorism) (each, a "**Force Majeure Event**"). Seller's financial inability to perform, changes in cost or availability of materials, components or services, market conditions or supplier actions or contract disputes will not excuse performance by Seller under this Section. Seller shall give Buyer prompt written notice of any event or circumstance that is reasonably likely to result in a Force Majeure Event, and the anticipated duration of such Force Majeure Event. Seller shall use all diligent efforts to end the Force Majeure Event, ensure that the effects of any Force Majeure Event are minimized and resume full performance under this Agreement.

33. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, franchise, business opportunity, joint venture, or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. No relationship of exclusivity shall be construed from this Agreement.

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

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.

APPROVED AS TO FORM

Walter T. ...

ATTEST

BUYER

CITY OF CASPER, WYOMING

A Wyoming municipal corporation

\_\_\_\_\_  
Fleur Tremel

City Clerk

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

Mayor

WITNESS

SELLER

UV Doctor Lamps, LLC

By: Andi Ohlström  
Printed Name: ANDI OHLSTRÖM  
Title: Accountant

By: R. Merrillat  
Printed Name: ROBERT MERRILLAT  
Title: SALES MGR

EXHIBIT "A"



Date Aug 10, 2020

City of Casper, WY WWTP  
 Megan Lockwood  
 2400 Bryan-Evansville Road  
 Casper, WY 82609  
 U.S.A.

**QUOTE # CASPER8-6**

Please review the quote:

Line	Qty	Part #	Description	USD Price	Ext. Price
1	300	UVDRX 1605	GIA1570T6LCA/2S13/CB-021 - Trojan 3000Plus Lamp #794447-OGN Replacement	\$111.00	\$33,300.00
2	300	UVDRX 1625	QUARTZ SLEEVE FLARED - Trojan 3000Plus #316136	\$49.00	\$14,700.00
3	1	Freight	ALL FREIGHT INCLUDED	\$0.00	\$0.00
				<b>Total</b>	<b>\$48,000.00</b>

~~Payment Terms: Net 30 days for approved credit.~~ *Per Agreement*  
~~Shipping Terms: FOB Newport, WA~~ *Per Agreement*  
 Quote is valid for 90 days  
 Delivery: 4 to 6 weeks. Due to Covid-19, delivery times may vary.

Sincerely,

*Christine Zeason*  
 Christine Zeason  
 Sales Team

209 S. WASHINGTON AVE. NEWPORT WA 99156  
 TEL: (509) 447-5800 - FAX: (509) 447-5822

RESOLUTION NO.20-190

A RESOLUTION AUTHORIZING A PROCUREMENT AGREEMENT WITH UV DOCTOR LAMPS, LLC FOR ULTRAVIOLET (UV) LAMPS AND QUARTZ SLEEVES FOR USE AT THE WASTEWATER TREATMENT PLANT.

WHEREAS, the City has need for the furnishing of Three Hundred (300) UV Lamps and Three Hundred (300) Quartz Sleeves for use at the Wastewater Treatment Plant to provide service; and,

WHEREAS, the Contractor represents that it is ready, willing, and able to provide the lamps and sleeves as required by an agreement between the Contractor and the City; and,

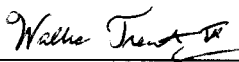
WHEREAS, the City desires to retain the Contractor for furnishing the lamps and sleeves.

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 procurement agreement with UV Doctor Lamps, LLC, 209 South Washington Avenue, Newport, Washington, 99156, for the furnishing of Three Hundred (300) UV Lamps and Three Hundred (300) Quartz Sleeves.

BE IT FURTHER RESOLVED, that the City Manager is hereby authorized and directed to make payments as set forth in the procurement agreement in an amount not to exceed Forty-Eight Thousand Dollars (\$48,000.00).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2020.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Fleur Tremel  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

September 14, 2020

MEMO TO: J. Carter Napier, City Manager

FROM: Andrew Beamer, P.E., Public Services Director  
Terry Cottenoir, Engineering Technician

SUBJECT: Authorizing Change Order No. 1 with Casper Electric, Inc., in the amount of \$67,590.00 and for a time extension of 42 days, for the Casper Events Center Fire Alarm Replacement.

**Meeting Type & Date:**

Regular Council Meeting  
October 6, 2020

**Action Type:**

Resolution

**Recommendation:**

That Council, by resolution, authorize Change Order No. 2 with Casper Electric, Inc. (Casper Electric), for the Casper Events Center Fire Alarm Replacement, Project No. 17-073, for a price increase of \$67,590.00 and a time extension of forty-two (42) days.

**Summary:**

Casper Electric is under contract with the City of Casper for the Casper Events Center Fire Alarm Replacement. The project consists of the removal and replacement of the existing fire alarm system at the Casper Events Center.

Change Order No. 1 includes additional work requested for the project. During a recent inspection of the fire suppression system at the Casper Events Center by the Casper Fire-EMS Department, it was noted that the existing fire pump failed a test for proper function. Without a properly functioning fire pump, the facility's fire suppression system will not function properly. Casper Fire-EMS requested that the pump be replaced immediately, and until it is replaced, the Casper Events Center will not be allowed to have gatherings over one hundred (100) people without a staffed fire unit on scene to augment the fire suppression system in place of the operational fire pump.

The City of Casper requested that Casper Electric provide a price proposal for replacing the existing fire pump, jockey pumps, associated valves, controllers and electrical services to provide the Casper Events Center with an operation fire pump. Casper Electric provided a cost for the additional work in the amount of \$67,590.00.

Additionally, Casper Electric requested a time extension of forty-two (42) days to allow for ordering, receiving and installation of the new pumps and controllers. This time extension moved the substantial completion date to December 11, 2020. City Staff has reviewed Change Order No. 2 and recommends that it be authorized.

Financial Considerations

Change Order No. 1 will utilize contingency funds for the project in the amount of \$31,500.00. The remaining \$36,090.00 will be from the Perpetual fund allocated to Casper Events Center Fire Alarm Replacement.

Oversight/Project Responsibility

Terry Cottenoir, Engineering Technician, Public Services Department.

Attachments

Resolution

Change Order No. 1

Contractor's Price Proposal dated September 14, 2020.

CHANGE ORDER

NO. One (1)

PROJECT: Casper Events Center Fire Alarm Replacement  
Project No. 17-073

DATE OF ISSUANCE: September 14, 2020

OWNER: City of Casper, Wyoming

CONTRACTOR: Casper Electric, Inc.

You are directed to make the following changes in the Contract Documents:

Description: The project includes removal and replacement of the existing fire alarm system at the Casper Events Center. Change Order No. 1 identifies additional work requested for the project. During a recent inspection of the fire suppression system at the Casper Events Center, the Casper Fire-EMS Department noted that the existing fire pump failed a test for proper function, and without a properly functioning fire pump, the fire suppression system will not properly function. Casper Fire-EMS requested that the fire pump be replaced immediately. The Owner requested that the Contractor provide a price proposal to replace the existing fire pump, jockey pumps, and associated valves and electrical to meet Casper Fire-EMS's request. Additionally, the Contractor has requested a time extension of 42 days to allow for ordering, receiving and installation of the pumps and controllers. The total cost for the proposed additional work is \$67,590.00.

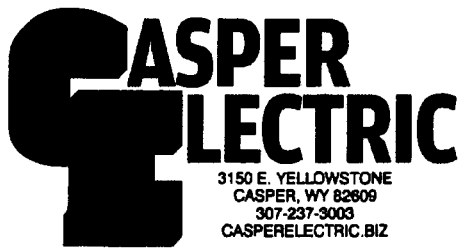
Attachments: Contractor's Price Proposal dated September 14, 2020.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$ <u>210,000.00</u>	Original Contract Time: (days or date) <u>Substantial completion: October 30, 2020</u> <u>Final completion: November 13, 2020</u>
Previous Change Orders No. <u>-</u> to <u>-</u> \$ <u>0.00</u>	Net change from previous Change Orders (days): <u>--</u>
Contract Price prior to this Change Order: \$ <u>210,000.00</u>	Contract Time Prior to this Change Order: (date) <u>Substantial completion: October 30, 2020</u> <u>Final completion: November 13, 2020</u>
Net Increase/Decrease of this Change Order: \$ <u>67,590.00</u>	Net Increase/Decrease of this Change Order: (days) <u>-42-</u>
Contract Price with all approved Change Orders: \$ <u>277,590.00</u>	Contract Time with all approved Change Orders:(date) <u>Substantial completion: December 11, 2020</u> <u>Final completion: December 25, 2020</u>

ACCEPTED:  
BY: [Signature]  
DATE: 9-14-2020  
Contractor

RECOMMENDED:  
BY: [Signature]  
DATE: 9/15/2020  
Engineer

APPROVED:  
BY: \_\_\_\_\_  
DATE: \_\_\_\_\_  
Owner



# CHANGE ORDER



CHANGE ORDER #1

SUBMITTED TO: CITY OF CASPER		JOB NAME FIRE ALARM UPGRADE	DATE 09/14/2020
ADDRESS 200 NORTH DAVID STREET		JOB LOCATION CASPER EVENTS CENTER	
CASPER, WY 82601		JOB # / PO# VERBAL	DATE OF PLANS
PHONE # 307-235-8341	TCOTTENOIR@CASPERWY.GOV	FAX #	CONTACT: TERRY COTTENOIR

CASPER ELECTRIC WILL PROVIDE THE FOLLOWING WORK FOR REPLACING THE EXISTING FIRE PUMP AND JOCKEY PUMP AT THE CASPER EVENTS CENTER, AS A CHANGE ORDER TO OUR CURRENT CONSTRUCTION CONTRACT FOR THE CASPER EVENTS CENTER FIRE ALARM REPLACEMENT, PROJECT NO. 17-073.

1. DISCONNECT AND REMOVE EXISTING FIRE PUMP, JOCKEY PUMP AND ASSOCIATED CONTROLLERS.
2. DISCONNECT EXISTING TAMPER SWITCHES AND REMOVE WIRING ATTACHED TO FIRE SPRINKLER RISER, AS REQUIRED.
3. REMOVE EXISTING OS&Y VALVES ON THE SUCTION AND DISCHARGE SIDE OF THE EXISTING FIRE PUMP.
4. FURNISH AND INSTALL A NEW VERTICAL INLINE FIRE PUMP, COMPLETE WITH ALL PARTS AND FITTINGS FOR A COMPLETE INSTALLATION.
5. FURNISH AND INSTALL A NEW FIRE PUMP CONTROLLER, WITH INTEGRAL TRANSFER SWITCH, SOFT START AND PRESSURE SENSING LINE.
6. FURNISH AND INSTALL A NEW JOCKEY PUMP, COMPLETE WITH CONTROLLER AND PRESSURE SENSING LINE, AND ALL PARTS AND FITTINGS FOR A COMPLETE INSTALLATION.
7. FURNISH AND INSTALL A NEW 6" OS&Y VALVE ON THE SUCTION SIDE OF THE NEW FIRE PUMP.
8. FURNISH AND INSTALL A NEW 4" BUTTERFLY VALVE ON THE DISCHARGE SIDE OF THE NEW FIRE PUMP.
9. INSTALL TAMPER SWITCHES ON ALL NEW VALVES.
10. PROVIDE ELECTRICAL LABOR AND MATERIALS REQUIRED TO DISCONNECT EXISTING PUMPS, CONTROL PANELS, AND TAMPER SWITCHES, EXTEND WIRING AS REQUIRED, AND RECONNECT NEW EQUIPMENT AND DEVICES.

ALSO INCLUDED ARE THE ASSOCIATED ENGINEERING SERVICES REQUIRED TO EVALUATE THE FIRE SPRINKLER RISER AND ELECTRICAL SERVICE TO THE FIRE PUMP AND JOCKEY PUMP, PREPARE CONSTRUCTION DOCUMENTS FOR THE REQUIRED AND APPROVED UPGRADES, MONITOR CONSTRUCTION, REVIEW SUBMITTALS AND PREPARE RECORD DRAWINGS OF THE UPGRADED SYSTEM.

THE PRICE TO DO THE ABOVE JOB WILL BE .....\$67,590.00

THIS PRICE INCLUDES ALL TAXES AND ELECTRICAL PERMITS.

THIS PRICE DOES NOT INCLUDE ANY POWER COMPANY CHARGES OR FEES.

DUE TO FREQUENT FLUCTUATIONS IN THE PRICING OF CONDUIT, WIRE, AND OTHER MATERIALS, THIS PRICE MAY NEED TO BE ADJUSTED TO COMPENSATE FOR ANY INCREASES THAT MAY OCCUR DURING THE COMPLETION OF THIS JOB.

Note: This Change Order becomes part of and in conformance with the existing contract.

We Agree hereby to make the change (s) specified above at this price		\$67,590.00
Date of Agreement <u>9-14-2020</u>	Previous Contract Amount	
Submitted by <u>Ben W. Hansuid</u> Ben W. Hansuid	Revised Contract Total	\$67,590.00
Payment to be made as follows: Monthly Progress Payments		

Accepted - The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Authorized Signature \_\_\_\_\_  
Date of acceptance \_\_\_\_\_

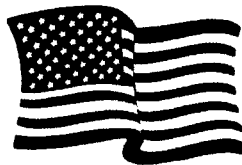




# CHANGE ORDER

578

CHANGE ORDER #1



SUBMITTED TO: CITY OF CASPER	JOB NAME FIRE ALARM UPGRADE	DATE 09/14/2020
ADDRESS 200 NORTH DAVID STREET	JOB LOCATION CASPER EVENTS CENTER	
CASPER, WY 82601	JOB # / PO# VERBAL	DATE OF PLANS
PHONE # 307-235-8341 TCOTTENOIR@CASPERWY.GOV	FAX #	CONTACT: TERRY COTTENOIR

LEAD TIMES FOR THE NEW PUMPS AND CONTROLLERS COULD BE FROM 3 TO 6 WEEKS, AND THESE CANNOT BE ORDERED UNTIL THERE IS AN APPROVED CHANGE ORDER AND APPROVED SUBMITTALS. IF THIS CHANGE ORDER CANNOT BE APPROVED UNTIL OCTOBER 6, 2020, WE WILL NOT HAVE EQUIPMENT UNTIL AFTER THE CURRENT SUBSTANTIAL COMPLETION DATE OF OCTOBER 30. THEREFORE, WE ARE REQUESTING THAT THE SUBSTANTIAL AND FINAL COMPLETION TIMES BE EXTENDED BY 6 WEEKS.

**NOTES:**

1. THIS PROPOSAL DOES NOT INCLUDE REVISIONS TO THE ELECTRICAL SERVICES (UTILITY & EMERGENCY) TO THE FIRE PUMP OR JOCKEY PUMP. ALTHOUGH THE EXISTING SERVICE TO THE FIRE PUMP DOES NOT CURRENTLY COMPLY WITH THE NATIONAL ELECTRICAL CODE, THE REQUIRED CHANGES WILL BE DETERMINED DURING THE ENGINEERING EVALUATION, AND A SEPARATE PROPOSAL WILL BE PROVIDED FOR THE REVISIONS THAT ARE DESIGNED UNDER THIS PROPOSAL. INITIALLY, THE NEW FIRE PUMP AND FIRE PUMP CONTROLLER WILL BE CONNECTED TO THE EXISTING FIRE PUMP CIRCUIT, AND THE NEW TRANSFER SWITCH WILL NOT BE UTILIZED UNTIL THE PROPER UTILITY AND EMERGENCY SOURCES ARE DESIGNED, INSTALLED AND RE-CONNECTED TO THE TRANSFER SWITCH.
2. THIS PROPOSAL DOES NOT INCLUDE ANY REVISIONS TO THE FIRE SPRINKLER SYSTEM, OTHER THAN THE SPECIFIED FIRE PUMP AND JOCKEY PUMP REPLACEMENT. ANY ADDITIONAL REVISIONS REQUIRED DUE TO THE ENGINEERING EVALUATION AND DESIGN WILL BE ADDRESSED UNDER A SEPARATE PROPOSAL.

THE PRICE TO DO THE ABOVE JOB WILL BE .....\$67,590.00

THIS PRICE INCLUDES ALL TAXES AND ELECTRICAL PERMITS.  
THIS PRICE DOES NOT INCLUDE ANY POWER COMPANY CHARGES OR FEES.

DUE TO FREQUENT FLUCTUATIONS IN THE PRICING OF CONDUIT, WIRE, AND OTHER MATERIALS, THIS PRICE MAY NEEDED TO BE ADJUSTED TO COMPENSATE FOR ANY INCREASES THAT MAY OCCUR DURING THE COMPLETION OF THIS JOB.

Note: This Change Order becomes part of and in conformance with the existing contract.

We Agree hereby to make the change (s) specified above at this price		\$67,590.00
Date of Agreement <u>9-14-2020</u>	Previous Contract Amount	
Submitted by <u>Ben W. Hansuld</u>	Revised Contract Total	\$67,590.00
Payment to be made as follows: Monthly Progress Payments		

Accepted - The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Authorized Signature \_\_\_\_\_  
Date of acceptance \_\_\_\_\_

RESOLUTION NO.20-191

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 WITH CASPER ELECTRIC, INC. FOR THE CASPER EVENTS CENTER FIRE ALARM REPLACEMENT, PROJECT NO. 17-073.

WHEREAS, the Casper Electric, Inc., is performing services under the term of an agreement with the City of Casper for the Casper Events Center Fire Alarm Replacement Project; and,

WHEREAS, the City of Casper desires to increase the contract amount and extend the time of the contract because of additional work required replace the existing fire pump, jockey pumps, associated valves, controllers and electrical services to provide the Casper Events Center with an operation fire pump.

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. 1 to the Agreement with Casper Electric, Inc., for a contract increase of Sixty-Seven Thousand Five Hundred Ninety Dollars (\$67,590.00) and a time extension of forty-two (42) days.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2020.

APPROVED AS TO FORM:

(Casper Events Center Fire Alarm Replacement, Project No. 17-073)



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation


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Fleur Tremel  
City Clerk

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Steven K. Freel  
Mayor

September 17, 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 Sewer Service with the Babcock Family Trust

**Meeting Type & Date**

Regular Council Meeting  
October 6, 2020

**Action Type**

Resolution

**Recommendation**

That Council, by resolution, authorize a Contract for Outside-City Sewer Service with the Babcock Family Trust.

**Summary**

This contract provides Outside-City sewer service for 502 E Magnolia, a parcel of land located outside of City limits in the Paradise Valley area. The property will obtain sewer service by connecting to the North Platte Sanitary Sewer Interceptor that runs across the subject property. In 1981, two sewer taps were allocated to this property as part of an easement negotiation process.

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 August 26, 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 SEWER SERVICE

THIS AGREEMENT is made, dated, and signed this 6<sup>th</sup> day of October, 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 the Babcock Family Trust, 502 East Magnolia, Casper, Wyoming 82604; hereinafter referred to as "Owner."

### RECITALS

A. Owner is the owner of certain land as described in Exhibit "A" (attached hereto and made a part of this agreement), being Tract 21 and 22 of Dowler No. 3 Subdivision and a portion of the SE1/4 of the SW1/4 of Section 13, Township 33 North, Range 80 of the 6<sup>th</sup> P.M., in Natrona County, Wyoming, which is not within the corporate limits of the City of Casper; and,

B. A sanitary sewer main owned and operated by the City is within three hundred feet (300') of the property; and,

C. Owner desires to obtain sewer service from City for such property as described in Exhibit "A", hereto attached and made a part of this Agreement; and,

D. Owner and City have agreed to 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 properties served shall be limited to that described in Exhibit "A", hereto attached and made a part of this Agreement. No other properties shall be served without the express permission of the City Council of the City of Casper.
  - b. The Owner shall be allotted two sewer service connection(s) to the property as shown on Exhibit "A", hereto attached and made a part of this Agreement. No other properties may be served from these connections.
  - c. The Owner shall, at its sole cost and expense, install the sewer service line(s) from the City sewer main to the building(s) to be served.
  - d. The Owner shall contract with a licensed contractor to core drill the two four-inch sewer service taps to the existing 30-inch sewer main at the request of and at the sole cost and expense of the Owner, in accordance with the then-prevailing costs and procedures, and in accordance with the then-existing City standards and specifications.
  - e. The two services shall contain back-flow valves as specified by the City.

- f. The Owner shall be responsible for obtaining easements from other property owners for the sewer service lines as needed at its sole cost and expense.

2. Right of Inspection

The City shall have the right to inspect all sewer system construction. All sewer system construction must meet City requirements. Before connection of the sewer services to any building, all work must be accepted and approved by the City.

3. Charges for Service

- a. The Owner will pay to the City the then-current outside-City system investment charge for each connection to be served with sewer. Payment will be made prior to actual receipt of sewer service provided by the City.
- b. The outside-City sewer system investment charge shall be based on an equivalent 3/4-inch water connection.
- c. The charge for sewer service provided shall be at the City's existing rates as the same shall apply from time to time for all retail outside-City 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 sewer service.

4. Regulation

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, and 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. Construction Term

The Owner shall be allowed two (2) years from the date of this Agreement to complete the 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 be null and void.

6. 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 their 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", hereto attached and made a part of this Agreement. 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.

7. 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 Magnolia Street 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.

#### 8. 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.

#### 9. 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:



Owner Info  
Babcock Family Trust  
502 East Magnolia  
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:

Walker Tinsley

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

Fleur Tremel  
City Clerk

Steven K. Freel  
Mayor

OWNERS:

Babcock Family Trust  
502 E Magnolia  
Casper, Wyoming 82604

Ronald Babcock  
Ronald Babcock  
Trustee

Virginia Babcock  
Virginia Babcock  
Trustee

The undersigned mortgagee for the Babcock Family Trust hereby agrees to, consents, and ratifies this agreement.

\_\_\_\_\_  
Date

\_\_\_\_\_  
MORTGAGEE

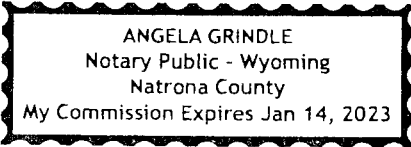
By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me this 30th day of Sept., 2020,  
by Ronald Babcock as Trustee for the Babcock Family Trust.

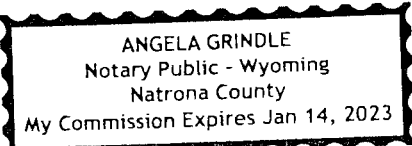
(seal) 

  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me this 30th day of Sept., 2020,  
by Virginia Babcock as Trustee for the Babcock Family Trust.

(seal) 

  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

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.

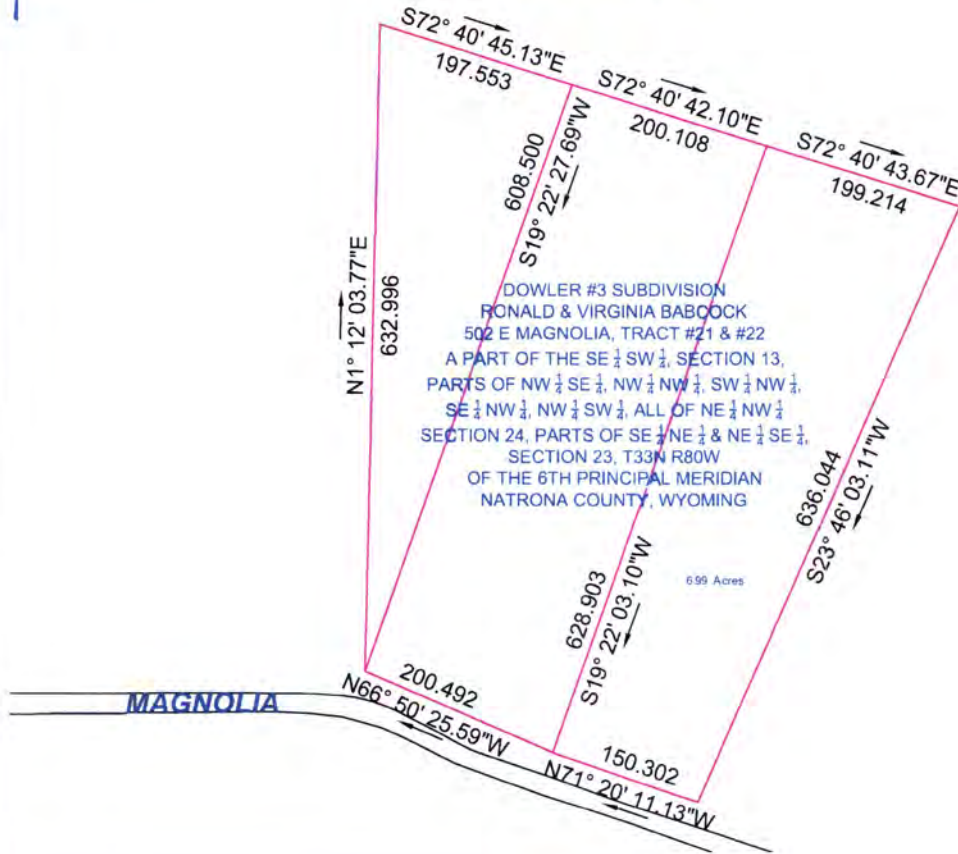
(seal)

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

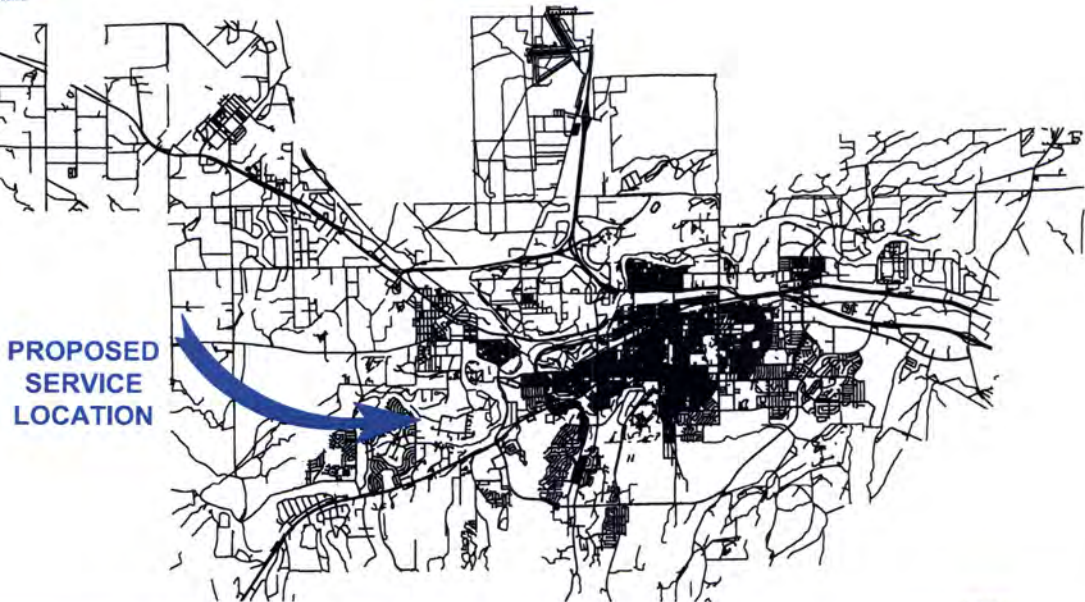
VICINITY MAP  
NOT TO SCALE

### LOCATION MAP EXHIBIT "A"



VICINITY MAP  
NOT TO SCALE

### VICINITY MAP





# Schedule (A)

## PARCEL I

Tract 21<sup>22</sup> of Dowler No. 3 Subdivision, Natrona County, Wyoming, as laid down and described on the plat of said Subdivision now on file and of record in the office of the County Clerk and Ex-Officio Register of Deeds within and for Natrona County, Wyoming.

## PARCEL II

A portion of the  $SE\frac{1}{4}SW\frac{1}{4}$  of Section 13, Township 33 North, Range 80 West of the 6th P.M., Wyoming, described by metes and bounds as follows:

Beginning at a point which bears S.  $73^{\circ}30'$  E. a distance of 302.8 feet from a point which bears N.  $1^{\circ}59'$  E. a distance of 929.6 feet from the southwest corner of the said  $SE\frac{1}{4}SW\frac{1}{4}$ : thence S.  $19^{\circ}22'$  W. a distance of 621.9 feet; thence S.  $63^{\circ}25'$  E. a distance of 100.6 feet to the southwest corner of Tract 22; thence N.  $19^{\circ}22'$  E. along the westerly boundary of Tract 22 of said  $SE\frac{1}{4}SW\frac{1}{4}$  a distance of 637.8 feet to the northwest corner of Tract 22; thence N.  $73^{\circ}30'$  W. a distance of 100.1 feet to the point of beginning.

A portion of the  $SE\frac{1}{4}SW\frac{1}{4}$  of Section 13, Township 33 North, Range 80 West of the 6th P.M., Wyoming, described by metes and bounds as follows:

Beginning at a point which bears S.  $73^{\circ}30'$  E. a distance of 302.8 feet from a point which bears N.  $1^{\circ}59'$  E. a distance of 929.6 feet from the southwest corner of the said  $SE\frac{1}{4}SW\frac{1}{4}$ : thence N.  $73^{\circ}30'$  W. a distance of 100.1 feet to the northeast corner of Tract 21; thence S.  $19^{\circ}22'$  W. along the easterly boundary of Tract 21 in said  $SE\frac{1}{4}SW\frac{1}{4}$  a distance of 606.0 feet; thence S.  $64^{\circ}25'$  E. a distance of 100.6 feet; thence N.  $19^{\circ}22'$  E. a distance of 621.9 feet to the point of beginning.

**COMMITMENT TO ANNEX TO THE CITY OF CASPER, WYOMING**  
(Individual Form)

We, Babcock Family Trust, respectively the owner(s) and mortgagee of the following described real estate located in Natrona County, to-wit:

**502 E MAGNOLIA  
CASPER, WYOMING, NATRONA COUNTY  
PROPERTY AS DESCRIBED IN EXHIBIT "A" (attached hereto and made  
a part of this agreement)**

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.

Sept. 30<sup>th</sup> 2020  
Date

Ronald Babcock  
Ronald Babcock  
TRUSTEE

Sept. 30<sup>th</sup> 2020  
Date

Virginia Babcock  
Virginia Babcock  
TRUSTEE

\_\_\_\_\_  
Date

\_\_\_\_\_  
MORTGAGEE

By: \_\_\_\_\_

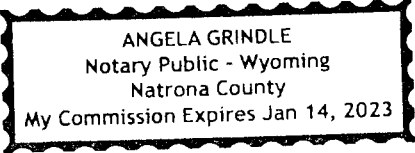
Name: \_\_\_\_\_

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



STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me this 30<sup>th</sup> day of September, 2020, by Ronald Babcock, as Trustee for the Babcock Family Trust.

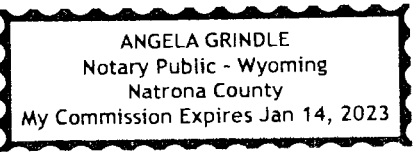
(seal) 

  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me this 30<sup>th</sup> day of September, 2020, by Virginia Babcock, as Trustee for the Babcock Family Trust.

(seal) 

  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

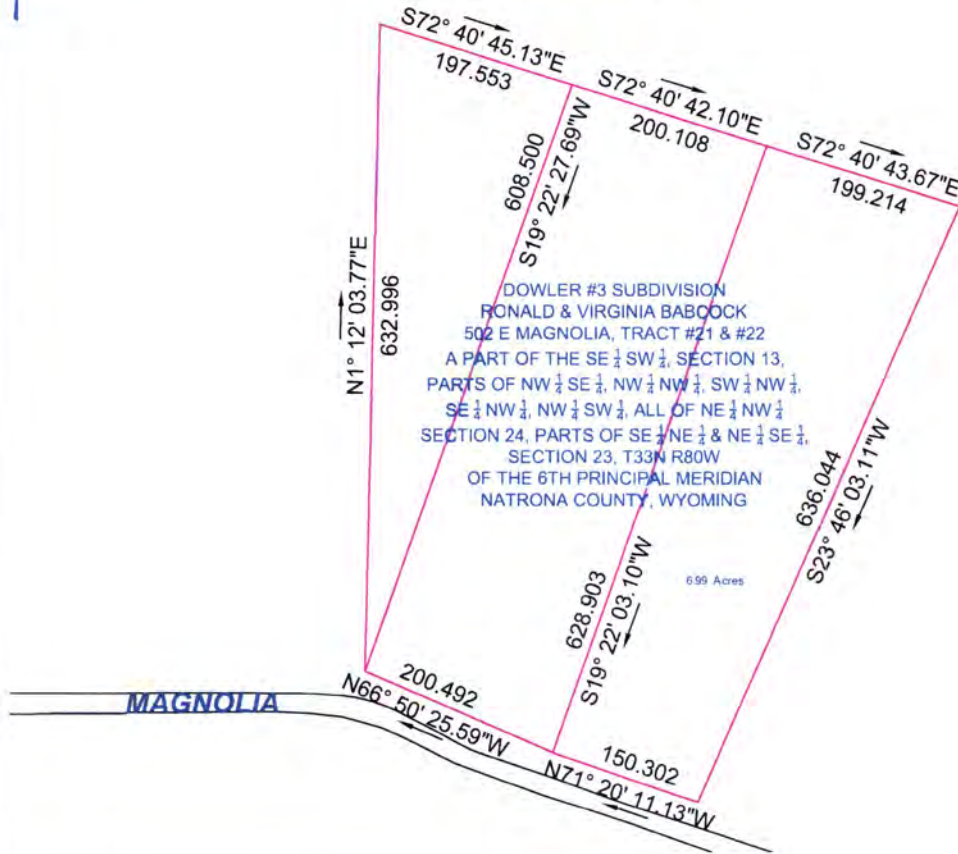
This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, MORTGAGEE.

(seal) \_\_\_\_\_ NOTARY PUBLIC

My commission expires: \_\_\_\_\_

VICINITY MAP  
NOT TO SCALE

### LOCATION MAP EXHIBIT "A"



VICINITY MAP  
NOT TO SCALE

### VICINITY MAP



PROPOSED  
SERVICE  
LOCATION

T-208-15-2020



## Schedule (A)

### PARCEL I

Tract 21 of Dowler No. 3 Subdivision, Natrona County, Wyoming, as laid down and described on the plat of said Subdivision now on file and of record in the office of the County Clerk and Ex-Officio Register of Deeds within and for Natrona County, Wyoming.

### PARCEL II

A portion of the  $SE\frac{1}{4}SW\frac{1}{4}$  of Section 13, Township 33 North, Range 80 West of the 6th P.M., Wyoming, described by metes and bounds as follows:

Beginning at a point which bears S.  $73^{\circ}30'$  E. a distance of 302.8 feet from a point which bears N.  $1^{\circ}59'$  E. a distance of 929.6 feet from the southwest corner of the said  $SE\frac{1}{4}SW\frac{1}{4}$ ; thence S.  $19^{\circ}22'$  W. a distance of 621.9 feet; thence S.  $63^{\circ}25'$  E. a distance of 100.6 feet to the southwest corner of Tract 22; thence N.  $19^{\circ}22'$  E. along the westerly boundary of Tract 22 of said  $SE\frac{1}{4}SW\frac{1}{4}$  a distance of 637.8 feet to the northwest corner of Tract 22; thence N.  $73^{\circ}30'$  W. a distance of 100.1 feet to the point of beginning.

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Beginning at a point which bears S.  $73^{\circ}30'$  E. a distance of 302.8 feet from a point which bears N.  $1^{\circ}59'$  E. a distance of 929.6 feet from the southwest corner of the said  $SE\frac{1}{4}SW\frac{1}{4}$ ; thence N.  $73^{\circ}30'$  W. a distance of 100.1 feet to the northeast corner of Tract 21; thence S.  $19^{\circ}22'$  W. along the easterly boundary of Tract 21 in said  $SE\frac{1}{4}SW\frac{1}{4}$  a distance of 606.0 feet; thence S.  $64^{\circ}25'$  E. a distance of 100.6 feet; thence N.  $19^{\circ}22'$  E. a distance of 621.9 feet to the point of beginning.

## AMERICAN TITLE AGENCY

315 W. FIRST STREET, CASPER, WY 82601  
PHONE: (307)266-4672 FAX: (307)266-0154

### REPORT OF TITLE

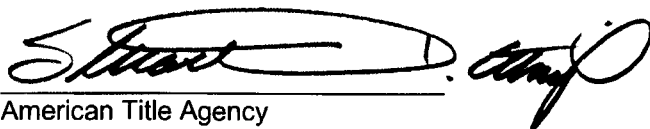
THIS REPORT IS BASED ON A CURSORY EXAMINATION OF THE TITLE PLANT INFORMATION OF RECORDS AVAILABLE TO THIS COMPANY. IT DOES NOT PURPORT TO ASSUME OR GUARANTEE THE CONDITION OF TITLE TO THE HEREIN DESCRIBED LAND. IT MAY NOT BE RELIED UPON BY ANY PARTY AS A TRUE AND CORRECT REFLECTION OF THE CONDITION OF TITLE TO THE HEREIN DESCRIBED LAND. IT IS NOT TO BE CONSTRUED AS AN OFFER TO ISSUE A POLICY OF TITLE INSURANCE OR GUARANTEE OF COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. LIABILITY, IF ANY, IS LIMITED TO THE AMOUNT PAID FOR THIS REPORT.

#### SCHEDULES OF EXCLUSIONS FROM COVERAGE OF THIS REPORT

THE FOLLOWING MATTERS ARE EXPRESSLY EXCLUDED FROM THE COVERAGE OF THIS REPORT:

1. NO LIABILITY IS ASSUMED AS TO THE VALIDITY OF ANY INSTRUMENT IN RECORDED CHAIN OF TITLE TO LANDS.
2. ANY LAW, ORDINANCE OR GOVERNMENTAL REGULATION (INCLUDING BUT NOT LIMITED TO BUILDING AND ZONING ORDINANCES) RESTRICTING OR REGULATING OR PROHIBITING THE OCCUPANCY, USE OR ENJOYMENT OF THE LAND, OR REGULATING THE CHARACTER, DIMENSIONS OR LOCATION OF ANY IMPROVEMENT NOW OR HEREAFTER ERECTED ON THE LAND, OR PROHIBITING A SEPARATION IN OWNERSHIP OR A REDUCTION IN THE DIMENSIONS OR AREA OF THE LAND, OR THE EFFECT OF ANY VIOLATION OF ANY SUCH LAW, ORDINANCE OR GOVERNMENTAL REGULATION.
3. RIGHTS OF EMINENT DOMAIN OR GOVERNMENTAL RIGHTS OF POLICE POWER UNLESS NOTICE OF THE EXERCISE OF SUCH RIGHTS APPEARS IN THE PUBLIC RECORDS AT DATE OF THIS REPORT.
4. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS CREATED, SUFFERED, ASSUMED OR AGREED TO BY THE BENEFICIARY, NOT KNOWN TO THE COMPANY AND NOT SHOWN BY THE PUBLIC RECORDS, BUT KNOWN TO THE BENEFICIARY AT DATE OF REPORT AND NOT DISCLOSED IN WRITING BY THE BENEFICIARY TO THE COMPANY PRIOR TO THE DATE HEREOF, RESULTING IN NO LOSS OR DAMAGE TO THE BENEFICIARY, ATTACHING OR CREATED SUBSEQUENT TO DATE OF REPORT, OR RESULTING IN LOSS OR DAMAGE WHICH WOULD NOT HAVE BEEN SUSTAINED IF THE BENEFICIARY HAS BEEN A BONA FIDE PURCHASER FOR VALUE.

AMERICAN TITLE AGENCY

  
American Title Agency  
Authorized Signatory

## SCHEDULE "A"

TOTAL FEE FOR TITLE REPORT: **\$125.00**

REPORT NO.: **2020-2963**

AMOUNT OF LIABILITY NOT TO EXCEED: **\$125.00**

DATE OF REPORT: **SEPTEMBER 17, 2020 AT 08:00 AM**

1. THIS REPORT HAS BEEN PREPARED FOR THE SOLE USE AND BENEFIT OF (BENEFICIARY):

**VIRGINIA BABCOCK**

2. THE DOCUMENT RECORDED **APRIL 29, 2019 AS INSTRUMENT NO. 1062849** OF THE OFFICIAL RECORDS OF NATRONA COUNTY, WYOMING PURPORTING TO VEST A FEE ESTATE IN THE LAND DESCRIBED HEREIN IS:

**RONALD D. BABCOCK AND VIRGINIA R. BABCOCK, TRUSTEES AND THEIR SUCCESSORS IN INTEREST UNDER THE BABCOCK FAMILY TRUST DATED APRIL 24, 2019, AS TENANTS IN COMMON AND NOT AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP**

3. THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE COUNTY OF NATRONA, STATE OF WYOMING, AND IS DESCRIBED AS FOLLOWS:

**TRACTS 21 AND 22, DOWLER NO. 3 SUBDIVISION, NATRONA COUNTY, WYOMING, AS PER PLAT RECORDED JUNE 5, 1956, IN BOOK 162 OF DEEDS, PAGE 171.**

**AND**

**A PORTION OF THE SE $\frac{1}{4}$ SW $\frac{1}{4}$ , SECTION 13, TOWNSHIP 33 NORTH, RANGE 80 WEST OF THE 6TH P.M., NATRONA COUNTY, WYOMING, BEING DESCRIBED AS FOLLOWS:**

**BEGINNING AT A POINT WHICH BEARS S.73°30'E., A DISTANCE OF 302.80 FEET FROM A POINT WHICH BEARS N.1°59'E. A DISTANCE OF 929.60 FEET FROM THE SOUTHWEST CORNER OF SAID SE $\frac{1}{4}$ SW $\frac{1}{4}$ ; THENCE S.19°22'W., A DISTANCE OF 621.90 FEET; THENCE S.63°25'E. A DISTANCE OF 100.60 FEET TO THE SOUTHWEST CORNER OF TRACT 22; THENCE N.19°22'E. ALONG THE WESTERLY BOUNDARY OF SAID TRACT 22 A DISTANCE OF 637.80 FEET TO THE NORTHWEST CORNER OF SAID TRACT 22; THENCE N.73°30'W. A DISTANCE OF 100.10 FEET TO THE POINT OF BEGINNING.**

**AND**

**A PORTION OF THE SE $\frac{1}{4}$ SW $\frac{1}{4}$  SECTION 13, TOWNSHIP 33 NORTH, RANGE 80 WEST OF THE 6TH P.M., NATRONA COUNTY, WYOMING, BEING DESCRIBED AS FOLLOWS:**

**BEGINNING AT A POINT WHICH BEARS S.73°30'E. A DISTANCE OF 302.80 FEET FROM A POINT WHICH BEARS N.1°59'E. A DISTANCE OF 929.60 FEET FROM THE SOUTHWEST CORNER OF SAID SE $\frac{1}{4}$ SW $\frac{1}{4}$ ; THENCE N.73°30'W., A DISTANCE OF 100.10 FEET TO THE NORTHEAST CORNER OF TRACT 21; THENCE S.19°22'W. ALONG THE EASTERLY BOUNDARY OF SAID TRACT 21 A DISTANCE OF 606.00 FEET; THENCE S.64°25'E. A DISTANCE OF 100.60 FEET; THENCE N.19°22'E., A DISTANCE OF 621.90 FEET TO THE POINT OF BEGINNING.**

4. PURPORTED ADDRESS: 502 E MAGNOLIA ST, CASPER, WY 82604

## SCHEDULE "B"

THIS REPORT DOES NOT CERTIFY AGAINST LOSS OR DAMAGE, NOR AGAINST COSTS, ATTORNEY'S FEES OR EXPENSES, ANY OR ALL OF WHICH ARISE BY REASON OF THE FOLLOWING:

### PART ONE:

1. RIGHTS OF CLAIMS OF PARTIES IN POSSESSION.
2. EASEMENTS, LIENS OR ENCUMBRANCES, OR CLAIMS THEREOF, WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.
3. FACTS WHICH WOULD BE DISCLOSED BY A COMPREHENSIVE SURVEY OF THE PREMISES HEREIN DESCRIBED.
4. COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS.
5. OWNERSHIP OF MINERALS AND MINERAL RIGHTS.
6. EASEMENTS, RESERVATIONS AND SERVITUDES IMPOSED BY OPERATION OF LAW OR CONTAINED IN INSTRUMENTS OF RECORD.
7. ANY BANKRUPTCY PROCEEDINGS.
8. ALL GENERAL TAXES AND SPECIAL ASSESSMENTS.

**TAXES ARE PAID IN THE AMOUNT OF \$2,376.69 FOR THE YEAR 2019.  
TAX NOTICE NO. 33801330400500**

9. COUNTY TREASURER: (307)235-9470      COUNTY ASSESSOR: (307)235-9444

### PART TWO:

SUBJECT TO THE FOLLOWING MORTGAGES, LIENS, JUDGMENTS AND MONETARY ENCUMBRANCES OF RECORD, IF ANY:

**LEASE BETWEEN RONALD D. BABCOCK AND VIRGINIA R. BABCOCK, AND KENNETH SCHERER,  
DATED OCTOBER 13, 2003, RECORDED OCTOBER 17, 2003, AS INSTRUMENT NO. 728922.**

RESOLUTION NO.20-192

A RESOLUTION AUTHORIZING A CONTRACT FOR OUTSIDE-CITY SEWER SERVICE WITH THE BABCOCK FAMILY TRUST.

WHEREAS, The Babcock Family Trust has requested outside-City sewer service from the City of Casper for Tracts 21 and 22 of the Dowler No. 3 Subdivision, with an address of 502 East Magnolia, Casper, Wyoming 82604; and,

WHEREAS, a contract for providing such 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 Sewer Service with the Babcock Family Trust, 502 East Magnolia, Casper, Wyoming 82604.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2020.

APPROVED AS TO FORM:



ATTEST:

\_\_\_\_\_  
Fleur Tremel  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

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



September 22, 2020

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

FROM: Andrew Beamer, P.E., Public Services Director *AB*  
 Terry Cottenoir, Engineering Technician

SUBJECT: Authorizing an Agreement with City Service Electrical Company, Inc., in the Amount of \$191,489.00, for the Ballfield Lighting Replacements - Phase I, Project No. 20-018.

**Meeting Type & Date**  
 Regular Council Meeting  
 October 6, 2020

**Action type**  
 Resolution

**Recommendation**  
 That Council, by resolution, authorize an agreement with City Service Electrical Company, Inc. (CSE) in the amount of \$191,489.00, for the Ballfield Lighting Replacements - Phase I, Project No. 20-018. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$15,000.00, for a total project amount of \$206,489.00.

**Summary**  
 On Tuesday, September 22, 2020, three (3) bids were received for the Ballfield Lighting Replacements - Phase I, Project No. 20-018. The base bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
<b>CSE</b>	<b>Casper, WY</b>	<b>\$191,489.00</b>
Casper Electric, Inc.	Casper, WY	\$193,932.00
H&H Electric	Douglas, WY	\$197,332.00

The base bid for the project includes the removal and replacement of the existing sports lighting and poles at Crossroads Field 1. The light and poles are nearing the end of their operational lives and have required extensive repairs recently. The base bid estimate prepared by the City's consultant, Engineering Design Associates (EDA), was \$200,000.00.

Included in the bid package was one alternate. The alternate was to furnish and install wireless sports lighting controls for all the fields at the Crossroad Softball Complex. CSE provided a cost of \$10,280.00 for this alternate. This alternate will not be recommended by EDA and City staff, due the base project approaching the budget for the project. Work is scheduled to be completed by March 26, 2021.

As required by State Statute, in-state bidders receive a five percent (5%) bid preference. As all bids were received from in-state Contractors, 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 One Cent #15 Optional Sales Tax fund allocated to Softball Field Lighting.

Oversight/Project Responsibility

Terry Cottenoir, Engineering Technician, Public Services Department.

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 City Service Electric Company, Inc., P.O. Box 2714, Casper, Wyoming 82602, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to remove and replace the existing sports lighting and poles at Crossroads Field 1; and,

WHEREAS, City Service Electric Company, Inc., is able and willing to provide those services specified as the Ballfield Lighting Replacements - Phase I, Project No. 20-018.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the Ballfield Lighting Replacements - Phase I, Project No. 20-018, hereinafter referred to as the "Work."

ARTICLE 2. ENGINEER.

The Project has been designed by Engineering Design Associates, 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 **March 26, 2021**, and completed and ready for final payment in accordance with Article 14 of the General Conditions by **April 9, 2021**.
- 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 One Hundred Ninety-One Thousand Four Hundred Eighty-Nine Dollars (\$191,489.00), 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 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 Progress payments will be made in an amount equal to 95% of the Work completed, and 95% 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 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.
  - 5.1.3 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-5, 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).
- 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 fourteen (14) 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, with each sheet bearing the following general title:

**Ballfield Lighting Replacements - Phase I, Project No. 20-018**
- 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.

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 6<sup>th</sup> day of October, 2020.

APPROVED AS TO FORM:

Walker Tremel

CONTRACTOR:

City Service Electric Company, Inc.

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  
**Ballfield Lighting Replacement – Phase I  
Project No. 20-018**

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 **March 26, 2021**, and completed and ready for final payment not later than **April 9, 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 and of the following addenda (receipt of all which is hereby acknowledged):

Addendum No. <u>  1  </u>	Dated <u>  9/15/2020  </u>
Addendum No. <u>      </u>	Dated <u>      </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: \$ 191,489.00

TOTAL BASE BID, IN WORDS: one hundred ninety one thousand four hundred eighty nine and 00/xx 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: City Service Electric Company, Inc.  
PO Box 2714  
Casper, WY 82602

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 September 22, 2020.

Bidder is bidding as a Resident (Insert Resident or Non-Resident)

IF BIDDER IS:

AN INDIVIDUAL N/A

By: \_\_\_\_\_ (seal)  
(Individual's Name)

doing business as: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

A PARTNERSHIP N/A

By: \_\_\_\_\_ (seal)  
(Firm's Name)

\_\_\_\_\_  
(General Partner)

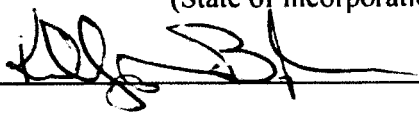
Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

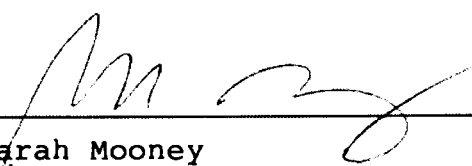
A CORPORATION OR LIMITED LIABILITY COMPANY

By: City Service Electric Company, Inc. (seal)  
(Corporation's or Limited Liability Company's Name)

Wyoming  
(State of Incorporation or Organization)

By:  (seal)  
Kelly T. Boyle, President  
(Title)

(Seal)

Attest: 

Business Address: Sarah Mooney  
City Service Electric Company, Inc.  
PO Box 2714  
Casper, WY 82602

Phone Number: 307-265-0659

A JOINT VENTURE N/A

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.)

Ballfield Lighting Replacement - Phase I (#7280660)

Owner: Casper WY, City of

Solicitor: Casper WY, City of

09/22/2020 02:00 PM MDT

### EXHIBIT "B" - BID SCHEDULE

**Base Bid**

**City Service Electric**

Line Item	Item Description	Unit	Quantity	Unit Price	Total Price
1	Remove and Replace Existing Sports Lighting and Poles	LS	1	\$191,489.00	\$191,489.00
<b>Total Base Bid</b>					<b>\$191,489.00</b>

**Bid Alternate #1**

2	Furnish and Install Sports Lighting Controls	LS	1	\$10,280.00	\$10,280.00
<b>Bid Alternate #1 Total</b>					<b>\$10,280.00</b>

RESOLUTION NO. 20-193

A RESOLUTION AUTHORIZING AN AGREEMENT WITH CITY SERVICE ELECTRIC COMPANY, INC., FOR THE BALLFIELD LIGHTING REPLACEMENTS - PHASE I, PROJECT NO. 20-018.

WHEREAS, the City of Casper desires to remove and replace the existing sports lighting and poles at Crossroads Field 1; and,

WHEREAS, City Service Electric Company, Inc., is able and willing to provide those services specified as the Ballfield Lighting Replacements - Phase I, Project No. 20-018; 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 Fifteen Thousand Dollars (\$15,000.00) and other project administration related change orders that do not substantially alter the scope of the project.

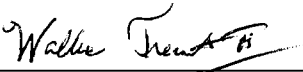
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with City Service Electric Company, Inc., for those services, in the amount of One Hundred Ninety-One Thousand Four Hundred Eighty-Nine Dollars (\$191,489.00).

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 One Hundred Ninety-One Thousand Four Hundred Eighty-Nine Dollars (\$191,489.00), and Fifteen Thousand Dollars (\$15,000.00) for a construction contingency account, for a total project amount of Two Hundred Six Thousand Four Hundred Eighty-Nine Dollars (\$206,489.00).

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 Fifteen Thousand Dollars (\$15,000.00) and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2020.

APPROVED AS TO FORM:  
(Ballfield Lighting Replacements - Phase I, Project No. 20-018)

  
\_\_\_\_\_


ATTEST:


CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel  
City Clerk

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

September 16, 2020

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director   
Ethan Yonker, P.E., Associate Engineer

SUBJECT: Authorizing an Agreement with JTL Group, Inc., dba Knife River, in the Amount of \$1,004,954.35, for the Goodstein Parking Lot Improvements, Project No. 20-011

**Meeting Type & Date**

Regular Council Meeting  
October 6, 2020

**Action Type**

Resolution

**Recommendation**

That Council, by resolution, authorize an Agreement with JTL Group, Inc., dba Knife River, in the Amount of \$1,004,954.35, for the Goodstein Parking Lot Improvements, Project No. 20-011. Furthermore, it is recommended that Council authorize a construction contingency account in the amount of \$38,000.00, for a total project amount of \$1,042,954.35

**Summary**

This project is for the reconstruction of the Goodstein Parking Lot, which is the full block between Collins Drive and Midwest Avenue, David Street and Ash Street. The work includes removal of existing surfacing, grading, installation of concrete sidewalk, retaining wall, decorative lighting, landscaping, irrigation, and surfacing.

The bids received for this work are as follows:

CONTRACTOR	BUISNESS LOCATION	BID AMOUNT
<b>JTL Group, Inc. dba Knife River</b>	<b>Casper, Wyoming</b>	<b>\$1,004,954.35</b>
Treto Construction	Casper, Wyoming	\$1,027,096.00
Wayne Coleman Construction	Mills, Wyoming	\$1,052,307.00
Andreen Hunt Construction	Mills, Wyoming	\$1,150,745.00
71 Construction	Casper, Wyoming	\$1,314,442.00

By State Statute, all in-state bidders receive a five percent (5%) bid preference. The in-state preference does not impact the outcome of the low bidder, as the low bidder was an in-state bidder.

Work is scheduled to be completed by July 16, 2021, and July 30, 2021, for substantial and final completion respectively. The estimate prepared by the City Engineering Department was \$1,130,102.00.

**Financial Considerations**

The budget for this project is from the Opportunity Fund in the amount of \$1,000,000.00. Due to the new engineering service fee policy, 10% of the project budget was assessed for engineering service fees, leaving \$900,000.00 available for construction. To allow for award of the project, construction contingency, and additional engineering service fees, the budget will need to be increased by \$160,000.00, for a total project budget of \$1,160,000.00. The additional funding is proposed to come from the Opportunity Fund and is included in the October 6<sup>th</sup>, 2020, budget amendment.

**Oversight/Project Responsibility**

Ethan Yonker, P.E., Associate Engineer, Public Services

**Attachments**

Resolution

Agreement



STANDARD FORM OF  
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, Wyoming, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and JTL Group, Inc., dba Knife River, P.O. Box 730, Casper, Wyoming 82602, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to reconstruct the Goodstein Parking Lot; and,

WHEREAS, JTL Group, Inc., dba Knife River, is able and willing to provide those services specified as the GOODSTEIN PARKING LOT IMPROVEMENTS, Project 20-011.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the GOODSTEIN PARKING LOT IMPROVEMENTS, Project 20-011.

ARTICLE 2. ENGINEER.

The Project has been designed by the City of Casper Engineering Department who is hereinafter referred to as the "Engineer" and who is to act as an 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.

Work will be considered substantially complete when all concrete, pavement, irrigation, electrical, mechanical, and landscaping work has been completed. Final completion will be granted upon completion of a walk through with Owner's Representative, completion of punchlist, clean up of work site, and de-mobilization.

- 3.1 The Work will be substantially completed by July 16, 2021, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by July 30, 2021.
- 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 Seven Hundred Fifty Dollars (\$750) 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 Fifty Dollars (\$250.00) 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.

Owner shall pay Contractor in current funds for performance of the Work in accordance with the Contract Documents, subject to additions and deductions by Change Order, the contract price of One Million Four Thousand Nine Hundred Fifty-Four and 35/100 Dollars (\$1,004,954.35). See Exhibit "A" – Bid Form and Bid Schedule.

#### 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. Owner shall make progress payments on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 25th day of each month during construction 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. 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

5.1.1 Progress payments will be made in an amount equal to 95% of the Work completed, and 95% 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 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.

5.1.3 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 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 \$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 test 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 test 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.
- 7.6 Contractor certifies that materials containing asbestos will not be used for this project without prior written approval by the Owner.

#### 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 Exhibit "A" - Bid Form and Bid Schedule (BF-1 through BF-4 and BS-1).
- 8.3 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.4 Addenda No.   3  .
- 8.5 Performance and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 Notice of Award.
- 8.8 Notice to Proceed.
- 8.9 Minutes of the Pre-Bid Conference, if any.
- 8.10 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.11 Supplementary Conditions (Pages SSC-1 to SSC-15, inclusive).
- 8.12 Technical Specifications, consisting of six (6) sections.
- 8.13 Special Provisions, consisting of eleven (11) sections
- 8.14 Contract Drawings, consisting of forty-six (46) Sheets
- 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 3.4 and 3.5 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 Owner 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 Owner 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 first above written.

DATED this 6<sup>th</sup> day of October, 2020.

\*The rest of this page is intentionally blank\*

APPROVED AS TO FORM:  
(Goodstein Parking Lot Improvements, Project 20-011)

*Walter Tremel*

ATTEST:

By: \_\_\_\_\_

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

ATTEST:

By: \_\_\_\_\_

Fleur Tremel

Title: City Clerk

CONTRACTOR:

JTL Group, Inc., dba Knife River

By: \_\_\_\_\_

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

OWNER:

CITY OF CASPER, WYOMING

A Municipal Corporation

By: \_\_\_\_\_

Steven K. Freel

Title: Mayor

**EXHIBIT "A"**  
**STANDARD**  
**BID FORM**  
(Approved by City Attorney, 1995)

**PROJECT IDENTIFICATION:** City of Casper  
Goodstein Parking Lot Improvements, Project 20-011

**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 May 28, 2021, and completed and ready for final payment not later than June 11, 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 and of the following addenda (receipt of all which is hereby acknowledged):

Addendum No. <u>1</u>	Dated <u>8/21/20</u>
Addendum No. <u>2</u>	Dated <u>9/10/20</u>
Addendum No. <u>3</u>	Dated <u>9/14/20</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: \$ 1,004,954.35

TOTAL BASE BID, IN WORDS: One Million Four Thousand Nine Hundred Fifty Four Dollars and thirty five cents. 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. Itemized Bid Schedule.

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: JTL Group, Inc. dba Knife River  
PO Box 730  
Casper, WY 82602

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 September 15<sup>th</sup>, 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: JTL Group, Inc. dba Knife River (seal)  
(Corporation's or Limited Liability Company's Name)

Wyoming  
(State of Incorporation or Organization)

By: Mike Haynes (seal)

Mike Haynes - Vice President / General Manager  
(Title)

(Seal)

Attest: Phil Alvarado

Business Address: JTL Group, Inc. dba Knife River  
PO Box 730  
Casper, WY 82602

Phone Number: (307) 237-9346

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.)

Goodstein Parking Lot Improvements (#7243607)

Owner: Casper WY, City of  
 Solicitor: Casper WY, City of  
 09/15/2020 02:00 PM MDT

BID SCHEDULE "EXHIBIT A"

JTL Group, Inc., dba Knife River

Line Item	Item Description	Unit	Quantity	Unit Price	Total Price
1	Mobilization and Bonding	LS	1	\$16,950.00	\$16,950.00
2	Erosion and Sedimentation Control	LS	1	\$9,675.00	\$9,675.00
3	Traffic Control	LS	1	\$15,725.00	\$15,725.00
4	Removal of Concrete Flatwork	SY	625	\$21.45	\$13,406.25
5	Removal of Curb & Gutter	LF	575	\$4.70	\$2,702.50
6	Grading	LS	1	\$45,080.00	\$45,080.00
7	Utility Adjustment	EA	3	\$6,476.00	\$19,428.00
8	F&I Concrete - Approach	SY	310	\$49.00	\$15,190.00
9	F&I Type "B" Curb and Gutter	LF	1100	\$41.25	\$45,375.00
10	F&I 1' Wide Concrete Retaining Wall	LF	1250	\$71.20	\$89,000.00
11	F&I Transition from Retaining wall to Vertical Curb	LF	150	\$46.85	\$7,027.50
12	F&I 5" Wide Vertical Curb	LF	700	\$29.35	\$20,545.00
13	Mill Tailings Placed and Compacted	SY	7800	\$4.08	\$31,824.00
14	F&I Concrete Sidewalk	SY	550	\$44.40	\$24,420.00
15	F&I 7.5' Concrete Curbwalk	LF	476	\$47.70	\$22,705.20
16	F&I Truncated Dome ADA Ramp	EA	4	\$109.00	\$436.00
17	F&I 4" Hot Plant Mix (HPM) and 4" Crushed Base	SY	9850	\$24.20	\$238,370.00
18	F&I 2" Hot Plant Mix (HPM) and 4" Crushed Base	SY	3700	\$15.30	\$56,610.00
19	F&I 4" Wide White Striping	LF	7500	\$0.65	\$4,875.00
20	F&I Electrical and Lighting Improvements	LS	1	\$66,150.00	\$66,150.00
21	F&I Single Storm Sewer Inlet (all depths)	EA	1	\$4,115.00	\$4,115.00
22	F&I 18" SDR 35 PVC Storm Sewer Lateral	LF	20	\$154.00	\$3,080.00
23	R&R Sanitary Sewer Manhole	LS	1	\$8,425.00	\$8,425.00
24	F&I Perimeter Drain System	LS	1	\$5,680.00	\$5,680.00
25	F&I Topsoil/Compost	CY	250	\$57.70	\$14,425.00
26	F&I Ornamental Grasses (1 gal)	EA	250	\$33.40	\$8,350.00
27	F&I Deciduous Shrub (5 gal)	EA	66	\$68.50	\$4,521.00
28	F&I Evergreen Shrub (5 gal)	EA	22	\$144.00	\$3,168.00
29	F&I Perennials	EA	38	\$31.30	\$1,189.40
30	F&I Deciduous Tree	EA	24	\$696.00	\$16,704.00
31	F&I Landscape Weed Barrier Fabric	SY	1200	\$4.60	\$5,520.00
32	F&I Inorganic Mulch	TON	200	\$137.00	\$27,400.00
33	F&I 3' Sandstone Boulder	EA	9	\$265.50	\$2,389.50
34	F&I Decorative Perimeter Fencing	LF	825	\$72.00	\$59,400.00
35	Irrigation	LS	1	\$44,288.00	\$44,288.00
36	F&I Precast Concrete Tables	LS	1	\$23,405.00	\$23,405.00
37	F&I Gas Lighting	LS	1	\$12,380.00	\$12,380.00
38	F&I SOD	SY	200	\$12.40	\$2,480.00
39	F&I Electrical Outlets	EA	3	\$2,450.00	\$7,350.00
40	Provide Surveying Services	LS	1	\$5,190.00	\$5,190.00

Total Base Bid \$1,004,954.35

RESOLUTION NO. 20-194

A RESOLUTION AUTHORIZING AN AGREEMENT WITH JTL GROUP, INC., DBA KNIFE RIVER, FOR THE GOODSTEIN PARKING LOT IMPROVEMENTS, PROJECT NO. 20-011.

WHEREAS, the City of Casper desires to enter into a contract for the reconstruction of the Goodstein Parking Lot; and,

WHEREAS, JTL Group, Inc., dba Knife River, is able and willing to provide those services specified as the Goodstein Parking Lot Improvements, Project No. 20-011; 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-Five Thousand and 00/100 Dollars (\$35,000.00) 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 JTL Group, Inc., dba Knife River, for those services, in the amount of One Million Four Thousand Nine Hundred Fifty-Four and 35/100 Dollars (\$1,004,954.35).

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 an amount not to exceed One Million Four Thousand Nine Hundred Fifty-Four and 35/100 Dollars (\$1,004,954.35) and Thirty-Eight Thousand and 00/100 Dollars (\$38,000.00) for a construction contingency account, for a total price of One Million Forty-Two Thousand Nine Hundred Fifty-Four and 35/100 Dollars (\$1,042,954.35).

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-Five Thousand and 00/100 Dollars (\$35,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2020.

APPROVED AS TO FORM:  
(Goodstein Parking Lot Improvements, 20-011)


  
\_\_\_\_\_  
ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel  
City Clerk

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

September 22, 2020

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director  
Cindie Langston, Solid Waste Manager  
Alex Sveda, P.E., Associate Engineer

SUBJECT: Authorizing Amendment No. 1 to the Contract for Professional Services with Golder Associates, Inc., in an amount not to exceed \$60,460, for monitoring and reporting of new methane and groundwater wells as part of the 5-Year Casper Closed Balefill Monitoring and Reporting, Project No. 18-005.

Meeting Type & Date:  
Regular Council Meeting  
October 6, 2020

Action Type:  
Resolution

Recommendation:  
That Council, by resolution, authorize Amendment No. 1 to the Contract for Professional Services with Golder Associates, Inc., in an amount not to exceed \$60,490, for monitoring and reporting of new methane and groundwater wells as part of the 5-Year Casper Closed Balefill Monitoring and Reporting, Project No. 18-005.

Summary:  
The Casper Regional Solid Waste Facility is required to perform water quality and methane emissions monitoring and reporting as part of the Wyoming Department of Environmental Quality, Solid Hazardous Waste Division (WDEQ/SHWD) Balefill Closure Permit for the old closed landfill, and to meet the requirements for evaluating the effectiveness of closed balefill remedies in-place to reduce the environmental impacts to groundwater. Golder Associates, Inc., was contracted in 2018 for a five (5) year contract for this work, which includes: monitoring methane and water levels in designated wells; collecting operational data from the newly constructed landfill gas system; performing quality assurance/quality control reviews of laboratory analysis results; performing statistical data analysis; and preparing semi-annual and annual reports in accordance with WDEQ to perform this work, all as part of WDEQ's Landfill Remediation Program (LRP) and the Casper Balefill Closure Permit. Data related to this work is then compiled and submitted to the WDEQ/SHWD after each sampling event and in an annual report at the end of each year.

In July 2020, new methane and groundwater wells were installed near the Closed Balefill and the historical inactive Old Landfill. The work of Amendment #1 includes monitoring and reporting for these new wells for the remainder of calendar year 2020 and for the full calendar years of 2021 and 2022.

Golder's Amendment No. 1, scope of work, and costs are attached as Exhibit A. The total cost for Amendment No. 1 is \$60,490. Staff recommends awarding Amendment No. 1 to the professional services contract to Golder Associates for the work. Golder's total contract, including Amendment No. 1, will be \$385,391.00

Financial Considerations:

Funding for this project will be from the City's Balefill Fund reserves and will be eligible for 100% reimbursement under the WDEQ's LRP.

Oversight/Project Responsibility:

Alex Sveda, Associate Engineer

Attachments:

Resolution  
Amendment No. 1  
Exhibit A

**AMENDMENT NO. ONE TO THE CONTRACT  
FOR PROFESSIONAL SERVICES (“AMENDMENT”)**

This Amendment to the Contract for Professional Services (“Amendment”) is entered into on this 6<sup>th</sup> day of October, 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. Golder Associates, Inc., 7245 W. Alaska Drive, Suite 200, Lakewood, Colorado 80226 (“Consultant”).

Throughout this document, the City and the Consultant may be collectively referred to as the “parties.”

**RECITALS**

A. On March 6<sup>th</sup>, 2018, the City and Consultant entered into a *Contract for Professional Services* (“Contract”) for monitoring and reporting of methane and groundwater wells as part of the 5-Year Casper Closed Balefill Monitoring and Reporting, Project No. 18-005.

B. The project requires professional services for reporting for newly installed new methane and groundwater wells in relation to the project.

**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 1 – AGREEMENT. SCOPE OF SERVICES.**

The Section, which begins with “The Consultant” is deleted in its entirety and replaced with the following:

“The Consultant shall perform the following services in connection with and respecting the project:

- A. Consultant shall provide and conduct semi-annual groundwater (GW) sampling at up to 15 GW wells;

- B. Consultant shall provide and conduct semi-annual Statistical Analysis of GW sampling data;
- C. Consultant shall provide and prepare semi-annual Statistical Analysis GW Letter Report;
- D. Consultant shall provide and conduct quarterly methane monitoring (MM) at 20 perimeter MM wells;
- E. Consultant shall provide and conduct quarterly water levels at up to 15 GW wells;
- F. Consultant shall provide and prepare quarterly MM and water levels Letter Report;
- G. Consultant shall provide and perform annual maintenance of 20% of 15 GW wells;
- H. Consultant shall obtain Casper Closed Balefill Gas Collection Control System (GCCS) and Title V Reporting Data for Annual Permit Report to include in reporting;
- I. Consultant shall provide and prepare Annual WDEQ/SHWD Permit Report;
- J. Consultant shall provide and participate annually in three (3) conference calls; and
- K. Consultant shall meet annually with City and WDEQ/SHWD staff to review GW data and GCCS Effectiveness as a remedy.
- L. Consultant shall use a laboratory testing facility for which all semi-annual GW sampling shall be sent with results sent electronically (via email) to City and DEQ.
- M. Consultant shall provide all work in accordance with federal, state, local laws and regulations;
- N. Consultant shall meet all cost estimate requirements listed in Exhibit "B", Page 1 of 2 through Page 2 of 2, attached hereto;
- O. Consultant shall meet all payment requirements listed in Exhibit "C", Page 1 of 3 through Page 3 of 3, attached hereto;
- P. Consultant shall meet all requirements listed in Exhibit "D", Page 1 of 287 through Page 287 of 287;
- Q. Consultant shall meet all requirements listed in Exhibit "E", Page 1 of 153 through Page 153 of 153;
- R. Exhibit "A" is not used in this Contract unless included by a later Amendment.
- S. Consultant shall procure necessary sub-consultants to complete the work.
- T. Owner and Consultant shall mutually approve, in writing, the use of any sub-consultants that the Consultant desires to use.
- U. Consultant shall be responsible for the administration, management, procurement, and payment of services provided by sub-consultant(s).
- V. Consultant shall perform all work as described in Exhibit A, Contract Amendment for Casper Closed Balefill Five-Year Environmental Monitoring And Reporting; City Contract 20300103, City Project 18-005, Reference No. 1792372, dated September 18, 2020, excluding, removing, and replacing the words "time and materials" with "work" on Page 1 of 5 in Exhibit A and



excluding and removing the words “on a time-and-materials basis” on Page 2 of 5 on Exhibit A, attached hereto and made a part of this Contract.”

**3. AMENDMENT TO PART 1, SECTION 3 – COMPENSATION. SCOPE OF SERVICES.**

The Section, which begins with “In consideration” is deleted in its entirety and replaced with the following:

“In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of Three Hundred Eighty-Five Thousand Three Hundred Ninety-One and 00/100 Dollars (\$385,391.00).”

**4. RATIFICATION**

The terms and conditions of the Contract, as modified herein, are hereby ratified by the parties and shall remain in full force and effect.

**\*\*\*THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK\*\*\***

**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 Tremel

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel  
City Clerk

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

WITNESS

CONSULTANT  
Golder Associates, Inc.

By: \_\_\_\_\_

By: Mark McClain

Printed Name: \_\_\_\_\_

Printed Name: Mark McClain

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

Title: Principal



September 18, 2020

Reference No. 1792372

**Cindie Langston**  
City of Casper  
1883 North Station Road  
Casper, Wyoming 82609

**CONTRACT AMENDMENT FOR CASPER CLOSED BALEFILL FIVE-YEAR ENVIRONMENTAL MONITORING AND REPORTING; CITY CONTRACT 20300103, CITY PROJECT 18-005**

Dear Cindie:

At your request, Golder Associates Inc. (Golder) has prepared this proposal for request of additional budget for the Five-Year Environmental Monitoring and Reporting project (City contract 20300103, City project 18-005) for the Casper Closed Balefill (Balefill). The work included in this amendment request is Wyoming Department of Environmental Quality (WDEQ) Landfill Remediation Program reimbursable.

This contract amendment request includes time and materials to get the newly installed groundwater and methane monitoring wells properly equipped and entered into the environmental compliance program for the Balefill. A general summary of the effort, materials required, and applicable monitoring locations/IDs is provided below.

■ **Groundwater Monitoring Network**

- Purchase and install QED bladder pumps in groundwater monitoring wells M12R, M28, M29, M30.
- Quarterly groundwater sampling and analysis, and water level measurements, for newly installed wells M28, M29, and M30 (cost to sample and analyze M12 on a semi-annual frequency is included in the original contract). The quarterly sampling frequency has been approved by WDEQ. Two quarters of sampling and lab analysis are included in 2020, four quarters in 2021, and two quarters in 2022. This will complete the baseline monitoring as agreed to with WDEQ by the end of June 2022. The laboratory costs assume that only the Baseline and Appendix A analytical lists are required.
- One semi-annual groundwater monitoring event, the first detection monitoring event after completion of baseline monitoring, and lab analysis, for M28, M29, and M30. This will be the second semi-annual (September) 2022 event. The laboratory costs assume that only the Baseline and Appendix A analytical lists are required.
- Four additional quarters of monitoring to establish baseline for replacement well M12R. Budget has been approved for semi-annual sampling and analysis of original well M12 through 2022. The additional quarters of monitoring are required to establish baseline on the same schedule as new wells M28, M29,

---

Golder Associates Inc.  
7245 W Alaska Drive, Suite 200, Lakewood, Colorado, USA 80226

T: +1 303 980-0540 F: +1 303 985-2080

Cindie Langston  
City of Casper

Reference No. 1792372  
September 18, 2020

and M30. The four additional quarters include fourth quarter 2020, second and fourth quarter 2021, and second quarter 2022. The laboratory costs assume that only the Baseline and Appendix A analytical lists are required.

- Additional semi-annual and annual reporting effort to include the newly installed wells in the applicable report tables, narrative, etc.
- Methane Monitoring Network
  - Purchase and install methane monitoring ports on newly installed methane monitoring wells MM20 through MM25.
  - Quarterly methane monitoring and reporting for the newly installed methane monitoring wells MM20 through MM25. The quarterly effort includes two quarters in 2020, and four quarters in 2021 and 2022.

The total additional budget required to provide the services outlined herein through calendar year 2022 is \$60,490. This total includes subconsultant (Edge Engineering), subcontractor (Eurofins-TestAmerica), and vendor (QED Environmental) costs in addition to Golder labor. A breakdown of this cost, and breakdown per year, is presented in the attached Table 1. This work will be performed on a time-and-materials basis under the terms and conditions of City contract 20300103 dated March 16, 2018.

We appreciate the opportunity to continue to be of service to the City. If you have any questions, please do not hesitate to contact the undersigned at (303) 980-0540.

Sincerely,

**Golder Associates Inc.**



Matt Somogyi  
Senior Hydrogeologist



Mark McClain  
Principal

MKS/MEM/cc

Attachments: Table 1 – Cost Summary Table

[https://golderassociates.sharepoint.com/sites/21050g/procosal\\_project\\_management/\\_admin/rev01792372\\_casper\\_amendment1\\_15sep2020.docx](https://golderassociates.sharepoint.com/sites/21050g/procosal_project_management/_admin/rev01792372_casper_amendment1_15sep2020.docx)

**TABLE**

Cost Summary

**Table 1 - 1792372 Amendment No. 1 Cost Estimate -- Calendar Years 2020-2022**  
**CITY OF CASPER CLOSED BALEFILL MONITORING AND REPORTING FOR WDEQ/SHWD CLOSURE**  
**CLOSURE PERMIT # 10.070**  
**Golder Associates, Inc. (Golder) & Edge Engineering Group**  
**City Project No. 18-005**  
**Amendment No. 1**  
**September 2020**

DESCRIPTION	QUANTITY	UNIT	UNIT COST	MULTIPLIERS	SUBTOTAL	2020 TOTAL	2021 TOTAL	2022 TOTAL
<b>USPER CLOSED BALEFILL MONITORING AND REPORTING FOR WDEQ/SHWD CLOSURE - AMENDMENT NO.1</b>								
<b>Task 1A: Semi-Annual GW Levels, and GW Sampling, March and September</b>								
Golder Sr. Project Hydrogeologist	0	HR	\$ 125.00	1.00	\$ -			
Edge Engineering Group Staff Engineer (Tech), 2nd seep location, Sep only	2	HR	\$ 58.66	1.00	\$ 113.32			
Edge Engineering Group Staff Engineer (Tech), M28, M29, M30	14	HR	\$ 56.66	1.00	\$ 793.24			
Mileage	45	MI	\$ 0.58	1.00	\$ 25.88			
Sample Shipping	0	LS	\$ 2,500.00	1.00	\$ -			
<b>Subtotal</b>						\$ 139	\$ 160	\$ 960
<b>Task 1B: Semi-Annual QA/QC Letter Report and Statistical Analysis Letter Report</b>								
Golder Project Manager: 1 hr/event x 2 event	2	HR	\$ 195.74	1.00	\$ 391.48			
Golder Sr. Hydrogeologist: 8 hr/event x 2 event	16	HR	\$ 165.00	1.00	\$ 2,640.00			
Golder Clerical: 2 hr/event x 2 event	0	HR	\$ 65.00	1.00	\$ -			
Office Service Fee (2.5% of Golder Labor)					\$ 75.79			
<b>Subtotal</b>						\$ 1,554	\$ 3,154	\$ 3,201
<b>Task 1C: Semi-Annual GW Sampling Laboratory, Testing and Results</b>								
Analytical Laboratory, Baseline and Appendix A Constituents	1	LS	\$1,236	1.10	\$ 1,359.60			
Analytical Laboratory, Baseline and Appendix B Constituents, Every Odd Year (App B done in September)	0	LS	\$5,766	1.10	\$ -			
<b>Subtotal, Baseline and App A</b>					\$ -	\$ -	\$ 1,400	
<b>Subtotal, Subtotal Baseline and App B</b>					\$ -	\$ -	\$ -	
<b>Task 1D (New): Quarterly GW Sampling Laboratory, Testing and Results, 3 New Wells (M28, 29, 30), March, June, September, and December</b>								
Analytical Laboratory, Baseline and Appendix A Constituents	4	LS	\$1,236	1.10	\$ 5,438.40			
<b>Subtotal, Baseline and App A</b>					\$ 2,719	\$ 5,520	\$ 2,801	
<b>Task 1E (New): Supplemental Quarterly GW Sampling Laboratory, Testing and Results, M12R, per Quarter</b>								
Analytical Laboratory, Baseline and Appendix A Constituents	1	LS	\$294	1.10	\$ 323.40			
<b>Subtotal, Baseline and App A</b>					\$ 323	\$ 657	\$ 333	
<b>Task 2: Quarterly Water Levels at 15 GW MWs (not included in Task 1A), June and December and Reporting for all Four Quarters</b>								
Golder Project Manager: 2 hr/event x 4 event	0	HR	\$ 190.00	1.00	\$ -			
Golder Sr. Project Hydrogeologist: 4 hr/event x 4 event	0	HR	\$ 125.00	1.00	\$ -			
Edge Engineering Group Staff Engineer (Tech)	0	HR	\$ 55.00	1.00	\$ -			
Mileage	0	MI	\$ 0.58	1.00	\$ -			
Office Service Fee (2.5% of Golder Labor)					\$ -			
<b>Subtotal</b>					\$ -	\$ -	\$ -	
<b>Task 3: Annual Maintenance of 3 Groundwater Monitoring Wells and Pumps (does not include methane wells)</b>								
Edge Engineering Group Staff Engineer (Tech)	0	HR	\$ 80.00	1.00	\$ -			
<b>Subtotal</b>					\$ -	\$ -	\$ -	
<b>Task 4: Meetings</b>								
Golder: 3 Annual Meetings: (See estimated cost / meeting table below).	0	EA	\$ 820.00	1.00	\$ -			
<b>Subtotal</b>					\$ -	\$ -	\$ -	
<b>Task 5: Annual WDEQ/SHWD Report</b>								
Golder Project Manager	2	HR	\$ 195.74	1.00	\$ 391.48			
Golder Sr. Hydrogeologist	10	HR	\$ 165.00	1.00	\$ 1,650.00			
Golder Drafting	1	HR	\$ 90.00	1.00	\$ 90.00			
Golder Clerical	0	HR	\$ 65.00	1.00	\$ -			
Office Service Fees (2.5% of Golder Labor)					\$ 53.29			

DESCRIPTION	QUANTITY	UNIT	UNIT COST	MULTIPLIERS	SUBTOTAL	2020 TOTAL	2021 TOTAL	2022 TOTAL
<b>Subtotal</b>						<b>\$ 2,185</b>	<b>\$ 2,218</b>	<b>\$ 2,251</b>
<b>Task 6: Obtaining GCCS Data for Annual Report</b>								
Golder Project Manager	0	HR	\$ 190.00	1.00	\$ -			
Golder Senior Engineer	0	HR	\$ 150.00	1.00	\$ -			
Golder Staff Engineer	0	HR	\$ 90.00	1.00	\$ -			
<b>Subtotal</b>						<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Task 7: Quarterly Methane Monitoring at 6 New Methane Monitoring Wells, March, June, September, and December and Reporting for all Four Quarters</b>								
Golder Project Manager: 1 hr/event x 4 event	4	HR	\$ 195.74	1.00	\$ 782.96			
Golder Sr. Hydrogeologist: 2 hr/event x 4 event	8	HR	\$ 165.00	1.00	\$ 1,320.00			
Edge Engineering Group Staff Engineer (Tech)	12	HR	\$ 56.66	1.00	\$ 679.92			
Mileage	20	MI	\$ 0.58	1.00	\$ 11.50			
Office Service Fee (2.5% of Golder Labor)					\$ 52.57			
<b>Subtotal</b>						<b>\$ 1,423</b>	<b>\$ 2,890</b>	<b>\$ 2,933</b>
<b>Task 8: Meeting with the City and WDEQ, GW data review &amp; GCCS Effectiveness</b>								
Golder Project Manager (by phone)	0	HR	\$ 190.00	1.00	\$ -			
Golder Sr. Project Hydrogeologist (in Casper)	0	HR	\$ 125.00	1.00	\$ -			
<b>Subtotal</b>						<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Task 9 (New): Purchase and Install Methane Monitoring Ports (MM20, 21, 22, 23, 24, 25) and Bladder Pumps for M12R, 28, 29, 30</b>								
Golder Project Manager: 2 hr/event x 4 event	8	HR	\$ 195.74	1.00	\$ 1,565.92			
Golder Sr. Hydrogeologist: 4 hr/event x 4 event	16	HR	\$ 165.00	1.00	\$ 2,640.00			
Edge Engineering Group Staff Engineer (Tech)	19	HR	\$ 56.66	1.00	\$ 1,076.54			
Mileage	90	MI	\$ 0.58	1.00	\$ 51.75			
Methane Monitoring Port Purchase (Edge)	1	LS	\$ 500.00	1.00	\$ 500.00			
Pump Purchase, M12R, M28, M29, M30	4	LS	\$ 1,500.00	1.10	\$ 6,600.00			
Office Service Fee (2.5% of Golder Labor)					\$ 105.15			
<b>Subtotal</b>						<b>\$ 12,539</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Task 10a (New): Quarterly Groundwater Sampling and Groundwater Level Measurements at 3 New Wells (M28, 29, 30), March, June, September, and December</b>								
Golder Project Manager: 1 hr/event x 4 event	4	HR	\$ 195.74	1.00	\$ 782.96			
Golder Sr. Hydrogeologist: 4 hr/event x 4 event	16	HR	\$ 165.00	1.00	\$ 2,640.00			
Edge Engineering Group Staff Engineer (Tech)	28	HR	\$ 56.66	1.00	\$ 1,586.48			
Mileage	180	MI	\$ 0.58	1.00	\$ 103.50			
Office Service Fee (2.5% of Golder Labor)					\$ 85.57			
<b>Subtotal</b>						<b>\$ 2,599</b>	<b>\$ 5,276</b>	<b>\$ 2,678</b>
<b>Task 10b (New): Supplemental Quarterly Sampling and Groundwater Level Measurements at M12, per Quarter</b>								
Golder Project Manager: 1 hr/event x 4 event		HR	\$ 195.74	1.00	\$ -			
Golder Sr. Hydrogeologist: 4 hr/event x 4 event		HR	\$ 165.00	1.00	\$ -			
Edge Engineering Group Staff Engineer (Tech)	2.5	HR	\$ 56.66	1.00	\$ 141.65			
Mileage		MI	\$ 0.58	1.00	\$ -			
Office Service Fee (2.5% of Golder Labor)					\$ -			
<b>Subtotal</b>						<b>\$ 142</b>	<b>\$ 288</b>	<b>\$ 146</b>
<b>ANNUAL PROJECT TOTALS (in 2020 dollars with 1.5% annual escalator):</b>						<b>\$ 23,624</b>	<b>\$ 20,162</b>	<b>\$ 16,704</b>
<b>2020-2022 TOTAL:</b>						<b>\$ 60,490</b>		

Notes:

1. Costs are based on the quantity of units shown. If additional units are added by the Owner (e.g., wells added or removed), the costs will increase.
2. Annual sampling costs based on dedicated pumps. Owner to provide all sampling equipment and waste disposal, consultant will supply the sample containers, ice, and shipping.
3. Costs for field activities based on work hours between 8 am and 5 pm, Monday - Friday, excluding holidays.
4. 2021-2022 costs are based on the number of units shown for 2020 and a 1.5% escalation each year.

RESOLUTION NO.20-195

A RESOLUTION AUTHORIZING AMENDMENT NO. 1 TO THE CONTRACT FOR PROFESSIONAL SERVICES WITH GOLDER ASSOCIATES, INC., FOR MONITORING AND REPORTING OF NEW METHANE AND GROUNDWATER WELLS AS PART OF THE 5-YEAR CASPER CLOSED BALEFILL MONITORING AND REPORTING, PROJECT NO. 18-005.

WHEREAS, the Wyoming Department of Environmental Quality, Solid Hazardous Waste Division (WDEQ/SHWD) requires monitoring and reporting for all solid waste methane and groundwater wells related to the Casper Balefill Closure Permit #10.070; and,

WHEREAS, the City installed new methane and groundwater wells in 2020 near the Closed Balefill and the Closed Landfill that require monitoring and reporting in compliance with the Casper Balefill Closure Permit #10.070; and,

WHEREAS, the City of Casper entered into a five (5)-year Contract for Professional Services with Golder Associates, Inc. in 2018, to monitor and report methane and groundwater wells; and,

WHEREAS, Golder Associates, Inc., is able and willing to provide the additional services of Amendment No. 1, in the amount not to exceed \$60,490, for monitoring and reporting of new methane and groundwater wells as part of the 5-Year Casper Closed Balefill Monitoring and Reporting, Project No. 18-005.

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, in the amount not to exceed Sixty Thousand Four Hundred Ninety and 00/100 Dollars (\$60,490.00), for monitoring and reporting of new methane and groundwater wells as part of the 5-Year Casper Closed Balefill Monitoring and Reporting, Project No. 18-005.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions, as prescribed by the Contract, throughout the project, in the amount of Sixty Thousand Four Hundred Ninety and 00/100 Dollars (\$60,490.00).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2020.



APPROVED AS TO FORM:

*Walter Tremel*  
\_\_\_\_\_


ATTEST:


CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel  
City Clerk

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

September 21, 2020

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

**FROM:** Andrew Beamer, P.E., Public Services Director   
Bruce Martin, Public Utilities Manager

**SUBJECT:** Authorizing an Agreement with HDR Engineering, Inc. for Water Rights/Water Supply Studies, Tasks, and Activities in an amount not to exceed \$75,000.

**Meeting Type & Date**

Regular Council Meeting  
October 6, 2020

**Action type**

Resolution

**Recommendation**

That Council, by resolution, authorize a contract with HDR Engineering, Inc., Cheyenne, Wyoming, for ongoing studies, tasks, and activities concerning water rights and water supply activities, in an amount not to exceed \$75,000.

**Summary**

Since 2002, several contracts have been consummated with HDR Engineering, Inc. or its predecessor for water rights/water supply related services. The latest contract was consummated in 2019. The 2019 contract monies are depleted and a new contract is needed. Water rights/supply activities are highly complex, very time consuming, and require outside expertise. Key personnel from HDR will be working with City of Casper staff on water rights/water supply issues.

The Scope of Services for this latest contract includes:

- Assist the City during contract negotiations with the Bureau of Reclamation for a new water agreement to replace the expiring Tri-Party CAID agreement (40-year agreement expires in 2022)
- Finalize the exchange petition with the State Engineer's Office to expand the beneficial use of the Upper Rock Creek Reservoir water right during periods of water rights administration
- Continue to advise, assist, and track the City's reporting of the active beneficial use of the City's owned and leased water rights within the City's monthly reports to the State Engineer's Office
- Continued evaluation of water supply assessment options

- Continue to advise and assist the City on temporary water leasing agreements.

**Financial Considerations**

Funding for this contract will come from Water Fund Reserves allocated in the FY21 Water Distribution budget.

**Oversight/Project Responsibility**

Bruce Martin, Public Utilities Manager

**Attachments**

Resolution

Professional Services Agreement with Exhibits “A” and “B” attached

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 (“City”).

2. HDR Engineering, Inc., 7350 Stockman, Suite A, Cheyenne, Wyoming 82009 (“Consultant”).

Throughout this document, the City and the Consultant may be collectively referred to as the “parties.”

### RECITALS

A. The City is undertaking continuing water supply and water rights studies.

B. The project requires professional services for various ongoing studies, tasks, and activities regarding water rights and water supplies.

C. The Consultant represents that it is ready, willing, and able to provide the professional services to City as required by this Contract.

D. The City desires to retain the Consultant for such services.

**NOW, THEREFORE**, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

1. SCOPE OF SERVICES:

The Consultant shall perform the following scope of work described in Exhibit “A” (the “Project”), which is attached hereto and hereby made a part of this Contract.

2. TIME OF PERFORMANCE:

The services of the Consultant are to commence upon written notice to proceed from the City. Components of the Project shall be undertaken and completed within a period which may reasonably be required for the tasks. This is an ongoing Professional Services Contract for water rights and water supply studies, tasks, and activities.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with Exhibit "B", which is attached hereto and hereby made a part of this Contract, for services performed in accordance with Paragraph 1, not to exceed an amount of Seventy-Five Thousand Dollars (\$75,000) which covers the Consultant's hourly rates used as a basis for payment which means salaries and wages (basic and incentive) paid to all Consultant's personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay, and other group benefits, whenever applicable. Reimbursable expenses shall be those expenses not herein defined as part of the hourly rate and which are reasonably incurred by the Consultant in the performance of this Contract.

4. METHOD OF PAYMENT:

Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Consultant for services rendered in conformance with the Contract, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Consultant has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

If amounts owed by the Consultant to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Consultant pursuant to this Contract.

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

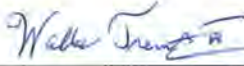
6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Consultant's authorized representatives.

The City and the Consultant each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

**IN WITNESS WHEREOF**, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.

APPROVED AS TO FORM



ATTEST

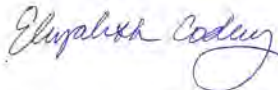
CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel  
City Clerk

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

WITNESS

CONSULTANT  
HDR Engineering, Inc.

By:  \_\_\_\_\_

By:  \_\_\_\_\_

Printed Name: Elizabeth Coday

Printed Name: Jason Kjenstad

Title: Office Manager

Title: Vice President

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART II - GENERAL TERMS AND CONDITIONS**

#### **1. TERMINATION OF CONTRACT:**

1.1 The City may terminate this Contract anytime by providing thirty (30) days written notice to Consultant of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by the Consultant under this Contract shall, at the option of the City, become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

1.2 Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City, by virtue of termination of the Contract by Consultant, or any breach of the Contract by the Consultant, and the City may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the City from the Consultant are determined.

#### **2. CHANGES:**

The City may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon between the City and the Consultant, shall be incorporated in written amendments to this Contract. There shall be no increase in the amount of Consultant's compensation unless approved by Resolution adopted by City.

#### **3. ASSIGNABILITY:**

The Consultant shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City: provided, however, that claims for money due or to become due the Consultant from the City under this Contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the City within five (5) business days of any assignment or transfer.

#### **4. AUDIT:**

The City or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Consultant which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transactions.

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Consultant shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices required by the government setting forth the provisions of this nondiscrimination clause. The Consultant shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

6. OWNER OF PROJECT MATERIALS:

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Consultant under this Contract shall be considered the property of the City, and upon completion of the services to be performed, they will be turned over to the City provided that, in any case, the Consultant may, at no additional expense to the City, make and retain such additional copies thereof as Consultant desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Consultant be released to any person, agency, corporation, or organization without the written consent of the City.

7. FINDINGS CONFIDENTIAL:

All reports, information, data, etc., given to or prepared, or assembled by the Consultant under this Contract are confidential and shall not be made available to any individual or organization by the Consultant without the prior written consent of the City.

8. GOVERNING LAW AND VENUE:

This Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the Seventh Judicial District, Natrona County, Wyoming. The Consultant shall also comply with all applicable laws, ordinances, and codes of the local, state, or federal governments and shall not trespass on any public or private property in performing any of the work embraced by this Contract.



9. PERSONNEL:

The Consultant represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All of the services required shall be performed by the Consultant, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Consultant shall be employed in conformity with applicable local, state or federal laws.

10. SUBCONSULTANT:

The Consultant shall not employ any Subconsultant to perform any services in the scope of this project, unless the Subconsultant is approved in writing by the City. Any approved Subconsultant shall be paid by the Consultant.

11. INSURANCE AND INDEMNIFICATION:

A. **Prior to** the commencement of work, Consultant shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its Subconsultants, agents, representatives, or employees.

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit). The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.
3. Workers’ Compensation: as required by the State of Wyoming with Statutory Limits.
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant’s profession, with limit no less than the sum of Two Million Dollars

(\$2,000,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Two Million Dollars (\$2,000,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

C. *Higher Limits.* If the Consultant maintains broader coverage and/or higher limits than required under this Agreement, then the City shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

D. *Other Insurance Provisions*

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. *Additional Insured Status*

The City, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 forms if later revisions used).

2. *Primary Coverage*

For any claims related to this Contract, the Consultant's insurance coverage shall be primary and non-contributory insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Consultant as respects the City, its officers, elected and appointed officials, employees, agents and volunteers.

3. *Notice of Cancellation*

Each insurance policy required above shall state that coverage shall not be canceled, materially changed, or reduced, except with notice to the City. Such notice to the City shall be provided in a commercially reasonable time.

4. *Waiver of Subrogation*

Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*

Consultant has two options regarding deductibles and self-insured retentions:

- a. Option 1: Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless otherwise approved in writing by the City, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- b. Option 2: Consultant shall carry insurance with terms that require its insurance company to pay the full value of a covered claim from the first dollar of coverage, even if the Consultant is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. Consultant shall provide a written endorsement from its insurance carrier that such insurance coverage is in place, and shall keep such coverage in place during the term of this Contract and any subsequent time period required for claims made policies.

6. *Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed to in writing by the City.

7. *Claims Made Policies*

If any of the required policies provide coverage on a claims-made basis:

- a. The Retroactive Date must be shown and must be before the date of the Contract or the beginning of Contract work.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work*. However, Consultant's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the Contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *five (5) years* after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

Consultant shall furnish the City with original certificates of insurance including all required amendatory endorsements or copies of the applicable policy language

effecting coverage required by this clause and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. *Subconsultants*

Consultant shall require and verify that all Subconsultants maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that the City is an additional insured on insurance required from Subconsultants.

10. *Special Risks or Circumstances*

City reserves the right to reasonably modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

- E. Consultant agrees to indemnify the City, the City's employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence, fault or willful and wanton conduct of the Consultant and any Subconsultant thereof.

12. INTENT:

Consultant represents that it has read and agrees to the terms of this Contract and further agrees that it is the intent of the parties that Consultant shall perform all of the services for the compensation set forth in this Contract. Consultant also agrees that it is the specific intent of the parties, and a material condition of this Contract, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the City by Resolution of its governing body. Consultant agrees that it has carefully examined the Scope of Services, and that the compensation is adequate for performance of this Contract.

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

The parties to this Contract do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

15. FORCE MAJEURE:

Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, pandemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

## EXHIBIT “A”

City of Casper  
Public Services Department – Utilities Division

### Scope of Work

#### **Task 1.0 Administration and Expenses**

HDR’s project administration and expense tasks include direct expenses, travel expenses, project management, quality control, tracking, and invoicing.

#### **Task 2.0 Tri-Party Agreement Negotiations**

HDR is assisting the City with contract negotiations of the Tri-Party agreement for Kendrick Project water (existing 40-year agreement expires in April 2022).

1.1 The City and HDR has meetings with US Bureau of Reclamation (USBR) Wyoming Area Office in Mills. The next potential meeting is a negotiation meeting. The City has received a proposed schedule of the U.S.B.R. contracting process.

1.2 HDR will advise the City on contractual requirements under the existing Tri-Party agreement. HDR recommends actions to protect, preserve, and update the City’s secondary water rights of storage from Seminoe and Alcova Reservoirs.

#### ***Deliverables:***

- 1) HDR serving as technical and policy advisor to the City for the ongoing contract negotiations.
- 2) HDR will prepare agendas prior to the meetings and prepare summaries of the meetings or conference call discussions with noted action items.
- 3) HDR will assist the City with protecting and updating surface water rights of Kendrick Project’s secondary water rights. HDR will contact Wyoming State Engineer’s Office (SEO) about completing the adjudications.
- 4) HDR to prepare amended draft permit documentation to adjust the water rights to actual conditions. HDR to review changes with SEO to coordinate the necessary steps to adjudicate the water rights.

#### ***Assumptions:***

- 1) HDR anticipates some of the discussions between parties may occur virtually via conference calls, particularly due to the health safety requirements of COVID-19. When necessary, HDR will have periodic water right project meetings with the City that often coincide with other City meetings.
- 2) SEO’s surface water right adjudication process will require addressing specific steps and ongoing coordination with SEO. The City’s diversions occurring in 2019 provide evidence of beneficial use. Three anticipated steps in the process include (1) correcting the referenced agreements within the permit and within the (2) assignment of reservoir storage, and (3) updating the place of use to include the current service area of the regional system.

### **Task 3.0 Exchange Petition**

HDR is leading the process to complete an Exchange Petition that is reviewed and approved by the Wyoming State Engineer. The exchange petition addresses operational flexibility for the City's storage water rights held in Upper Rock Creek Reservoir. The exchange petition allows the City flexibility for the timing of the released storage water following regulation to provide make-up water in the event of "Allocation Year" water rights administration. The City will be allowed to continue to divert under their regulated water rights and the U.S. Bureau of Reclamation's North Platte Federal Reservoirs storage ownership will be paid back from the release of makeup or replacement water that is exchanged for the City's junior water right(s) that are active during water administration periods.

2.1 HDR will coordinate with the Wyoming State Engineer's Office on the exchange petition.

2.2 The exchange petition also includes an exchange petition map and a Technical Report. The City has reviewed HDR's draft exchange petition, petition map, and Technical Report.

2.3 The exchange petition process may require review by USBR Wyoming Area Office in Mills. The State Engineer's Office may request that a public meeting is held with stakeholders.

#### ***Deliverables:***

- 1) Following SEO's review of the draft, HDR will prepare the exchange petition for the final submittal to the Wyoming State Engineer's Office.
- 2) If necessary, HDR to help facilitate communications with USBR Wyoming Area Office.
- 3) The review process includes assisting City with one public meeting.

#### ***Assumptions:***

- 1) HDR anticipates the need to respond to two sets of SEO review comments.
- 2) HDR anticipates the need for up to three meetings with the Wyoming State Engineer's Office and up to four conference calls.
- 3) The timing of the submittal of the final exchange petition may be affected by the progress of Task 1.0.

### **Task 4.0 General Water Right Support Activities**

3.1 Continue to advise, assist, and track the City's reporting of the active beneficial use of the City's owned and leased water rights within the City's monthly reports to the SEO. The City of Casper needs to continue to demonstrate and document the beneficial use of all water rights.

3.2 HDR will provide strategic recommendations on optimizing the use of the City's portfolio of water rights balancing the various goals and protective measures that include demonstrating beneficial use, preserving the most senior rights for potential waters rights administration each water year, and the efficient use of available direct flow, storage, and contract water supplies.

3.3 HDR will analyze and recommend the methods and procedures for the release, tracking, and management of Upper Rock Creek Reservoir storage water. The analysis will help in demonstrating beneficial use of the storage water right. HDR to assist the City with coordination with SEO on the time-of-travel, conveyance losses, and the tracking and accounting procedures for water releases.

3.4 Continue to advise and assist the City on temporary water leasing agreements. In addition, HDR will assist the City reviewing proposal from any entities which want to secure raw water through leasing agreements with the City.

3.5 HDR will advise and provide recommendations to the City on any proposals or solicitations from entities marketing water supplies from the sale of properties with attached water rights or entities with available direct flow rights or storage water available for purchase or lease. Upon request, HDR will complete water rights due diligence reviews for any properties with attached water rights identified for potential acquisition.



**Exhibit "B"**  
**HDR Engineering**  
**2020 Hourly Billing Rates**

Enclosed are the 2020 Hourly Billing Rates for HDR Engineering. These rates shall be adjusted annually to reflect any salary adjustments incurred by employees. The rates listed below do not include reimbursable expenses or hourly rates for equipment as defined below.

<b>Description</b>	<b>Billing Rate/Hour</b>
Managing Principal	225
Senior Project Manager	205
Project Manager III	195
Project Manager II	180
Project Manager I	165
Engineer VI	195
Engineer V	180
Engineer IV	165
Engineer III	145
Engineer II	130
Engineer I	115
ASME Disciplines	180
Engineering/Field Services Technician III	120
Engineering/Field Services Technician II	105
Engineering/Field Services Technician I	95
Cadd/GIS Technician IV	135
Cadd/GIS Technician III	115
Cadd/GIS Technician II	105
Cadd/GIS Technician I	95
Right of Way IV	195
Right of Way III	175
Right of Way II	155
Right of Way I	120
Environmental Scientist V	175
Environmental Scientist IV	160
Environmental Scientist III	140
Environmental Scientist II	125
Environmental Scientist I	110
Senior Land Surveyor	150
Land Surveyor	130
Survey Technician III	120
Survey Technician II	110
Survey Technician I	95
Senior Construction Manager	195
Construction Manager	155
Construction Engineer	125
Construction Inspector	95
Strategic Communications/Graphic Designer IV	165
Strategic Communications/Graphic Designer III	145
Strategic Communications/Graphic Designer II	125
Strategic Communications/Graphic Designer I	95
Project Controller	95
Project Assistant	85

HDR has technical experts in various geographic locations that may be utilized based on specific project need. This specialized expertise is not subject to the above rates and associated billing rates are to be determined at the time of contract negotiation.

**Direct Expenses**

Traffic Counting Equipment	\$120.00 per hour
Survey/GPS Equipment	\$50.00 per hour
Robotic Total Station	\$50.00 per hour
Side-by-Side Utility Vehicle	\$25.00 per hour
Handheld GPS	\$20.00 per hour
Mileage	\$0.75 per mile
Printing:	
B&W 8.5x11	\$0.041 each
Color 8.5x11	\$0.138 each
B&W 11x17	\$0.079 each
Color 11x17	\$0.273 each
Plots Bond	\$0.459 per sq. ft.

**OTHER REIMBURSABLE EXPENSES**

Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for transportation travel, subconsultants, subcontractors, computer usage, telephone, telex, shipping and express, and other incurred expense. Unless negotiated otherwise in the contract, ENGINEER will add 10% to invoices received by ENGINEER from subconsultants and subcontractors to cover administrative expenses and vicarious liability. Hourly equipment charges apply to specific equipment used on the project.

RESOLUTION NO. 20-196

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH HDR ENGINEERING, INC. FOR ONGOING STUDIES, TASKS, AND ACTIVITIES REGARDING WATER RIGHTS AND WATER SUPPLY ACTIVITIES.

WHEREAS, the City of Casper desires to procure professional services for various on-going studies, tasks, and activities concerning water rights and water supply activities; and,

WHEREAS, HDR Engineering, Inc. is able and willing to provide such services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract with HDR Engineering, Inc. in the amount not to exceed Seventy-Five Thousand Dollars (\$75,000) for ongoing studies, tasks, and activities concerning water rights and water supply activities.

BE IT FURTHER RESOLVED: That the City Manager is authorized to make verified partial payments throughout the project retaining those amounts prescribed by the Agreement equal to a total amount not to exceed Seventy-Five Thousand Dollars (\$75,000).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2020.

APPROVED AS TO FORM



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel  
City Clerk

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

September 17, 2020

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Liz Becher, Community Development Director *LB*  
M. Jeremy Yates, MPO Supervisor *M/Y*  
SUBJECT: Lathrop Road Traffic Study Professional Services Contract

Meeting Type & Date:

Regular Council Meeting, October 6, 2020.

Action Type:

Resolution

Recommendation:

That Council, by resolution, approve the City of Casper's Contract for Professional Services with Western Research and Development, Ltd., for the Lathrop Road Traffic Study in an amount not to exceed \$77,133.00.

Summary:

The Casper Area Metropolitan Planning Organization (MPO) is composed of the City of Casper, the Towns of Bar Nunn, Evansville, and Mills, and Natrona County. The MPO along with the member jurisdictions guided by the Long Range Transportation Plan sets projects and programs they wish to complete each federal year. These programs and projects are presented by the MPO each year in the Unified Planning Work Program (UPWP) which is voted on and approved by representatives from all of the MPO member jurisdictions on both the Technical and Policy Committees. The Fiscal Year 2019 UPWP included \$80,000 of matched federal funding for a Lathrop Road Traffic Study. This study will focus on studying the intersections of Curtis Street and Lathrop Road; Lathrop Road and Blackmore Road; and Blackmore Rd and East Yellowstone Highway in Evansville, Wyoming. The purpose of funding this study is to conduct a transportation analysis that will investigate current transportation function and safety of these three (3) intersections, evaluate potential reconfiguration alternatives and/or other improvements, and recommend a preferred reconfiguration alternative and/or other improvements. The study will serve as a policy, management, and planning guide for any future development or reconstruction of either the roadways or area.

The Casper Area MPO released a Request for Proposals (RFP) on June 5, 2020. Two (2) consulting firm responded with a proposal by the July 10, 2020 deadline. Members from the MPO Technical Committee reviewed the proposal and on July 11, 2020, selected Western Research and Development, Ltd. based on the quality of the initial proposal, qualifications of proposed staff, and understanding of the project. The MPO expects the proposed project to be completed by July 31, 2021.

Financial Considerations:

The proposed contract shall not exceed \$77,133.00. Funding for this project comes from the Casper Area Metropolitan Planning Organization (MPO), including federal monies and contributions from member agencies. Each member agency pays a portion of the budget for all Casper Area MPO projects regardless of whether that project is in their jurisdiction. All Casper Area MPO jurisdictional members pay their share of the total UPWP local match for each year in October. Funding for the project breaks down as follows; federal funds account for 90.49% of the total project budget. The remaining 9.51% of the total budget is split, based upon population, among the separate jurisdictional member agencies of the Casper Area MPO. Those amounts break down as follows:

<b>Federal Funds</b>	90.49%	\$ 69,797.65
<b>Local Match</b>	9.51%	\$ 7,233.78
Casper	73.31%	\$ 5,377.54
Natrona	15.80%	\$ 1,158.99
Mills	4.59%	\$ 336.69
Evansville	3.37%	\$ 247.20
Bar Nunn	2.93%	\$ 214.93
	<b>Total</b>	<b>\$ 77,133.00</b>

The Casper Area Metropolitan Planning Organization Policy Committee approved the funding of \$80,000 of MPO Programs and Projects funds from the federal Consolidated Planning Grant for the total project on January 23, 2020.

Oversight/Project Responsibility:

M. Jeremy Yates, MPO Supervisor

Attachments:

Resolution, Contract for Professional Services

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services ("Contract or Agreement") is entered into on this 6<sup>th</sup> day of October, 2020, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City" or "Owner").
2. Western Research and Development, Ltd., 5908 Yellowstone Road, Cheyenne, Wyoming, 82009 ("Consultant").

Throughout this document, the City and the Consultant may be collectively referred to as the "parties."

### RECITALS

A. Pursuant to this Contract, Owner, the City is undertaking professional services for a Lathrop Road Traffic Study, hereinafter referred to as the "Project".

B. The City desires to retain the Consultant to render certain technical and professional services to complete the necessary work for the Project.

C. The Consultant represents that it is ready, willing, and able to provide the professional services to the City as required by this Contract.

D. The City desires to retain the Consultant for such services.

**NOW, THEREFORE**, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

#### 1. SCOPE OF SERVICES.

The Consultant shall perform the Lathrop Road Traffic Study as follows:

Subject to the Consultant Limitations of Part II, paragraph YY of this Agreement, the Consultant agrees to perform, directly or by association with such other consultants or contractors as it may deem necessary to further the interest of the City, the Services as set forth in Exhibit "A" (Scope of Services), attached hereto and made a part of this Contract.

Notwithstanding anything to the contrary herein, Consultant will use that degree of care and skill ordinarily exercised by members of same profession performing the same or similar services under similar conditions in similar localities ("Standard of Care") and in accordance with the Standard of Care, will identify, reasonably interpret and respond to all

applicable provisions of federal, state and local laws. No other warranties, express or implied, are made or intended.

2. TIME OF PERFORMANCE:

A. The Consultant agrees to begin work on the Project following receipt of this fully executed Agreement from the City.

B. The Study shall be completed on or before July 31, 2021.

C. At its discretion, the City, may grant a time extension.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with this Contract, a fee not to exceed Seventy Seven Thousand One Hundred Thirty Three Dollars and Zero Cents (\$77,133.00). Consultant's hourly rates used as a basis for payment mean salaries and wages (basic and incentive) paid to all Consultant's personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the total cost of customary and statutory benefits, overhead, and fee (profit).

Invoices shall be accepted on a monthly basis for services provided in the prior month. It is understood that Owner will retain five percent (5%) of total Project cost, or Three Thousand Eight Hundred Fifty Six Dollars and Sixty Five Cents (\$3,856.65), until the Community Development Director provides written notice of final acceptance of the Project.

4. METHOD OF PAYMENT:

Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Consultant for services rendered in conformance with the Agreement, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Consultant has performed the services rendered under this Agreement, in conformance with the Agreement, and that it is entitled to receive the amount requested under the terms of the Agreement. Invoices will be payable within forty-five (45) days of receipt.

If amounts owed by the Consultant to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Consultant pursuant to this Agreement.

5. TERMS AND CONDITIONS:

This Agreement is subject to and incorporates the provisions attached hereto as PART II - GENERAL TERMS AND CONDITIONS. The following additional Exhibits, as attached hereto are incorporated herein at this point as if fully set forth as part of this Contract:

Exhibit A: Scope of Services

Exhibit B: MPO Policy Committee Approval

Exhibit C: Notice to Consultant Compliance with Title VI of the Civil Rights Act of 1984 for Federal Aid Projects

Exhibit D: Certification of Consultant

Exhibit E: Certification of AGENT

Exhibit F: Certification of Suspension or Debarment

6. EXTENT OF AGREEMENT:

This Contract represents the entire and integrated Contract between the City and the Consultant, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the City and Consultant with the prior written approval of the City.

IN WITNESS WHEREOF, the City and the Consultant have executed this Agreement as of the date first above written.

\*\*\* The remainder of this page is intentionally left blank \*\*\*



APPROVED AS TO FORM:

Walker Tremel

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation, as AGENT:

Fleur Tremel  
City Clerk

Steven K. Freel  
Mayor

WITNESS:

Western Research and Development, Ltd., as  
Consultant:

By: [Signature]

By: [Signature]

Printed name: Ann Marie Taylor

Printed name: GARY N GRIGSBY

Title: office manager

Title: Vice President

CONTRACT FOR PROFESSIONAL SERVICES  
PART II - GENERAL TERMS AND CONDITIONS

- A. **Assumption of Risk.** The Consultant shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Consultant's failure to comply with state or federal requirements. Owner shall notify the Consultant of any state or federal determination of noncompliance.
- B. **Conflict of Interest.** Per 2 CFR 200.112, the Consultant must disclose in writing any potential conflict of interest to Owner including financial or other personal interests.
- C. **Environmental Policy Acts.** The Consultant 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.
- D. **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:
- a. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
  - b. Procures a commercial sex act during the period of time that the award is in effect;  
or
  - c. Uses forced labor in the performance of the award or subawards under the award.
- E. **Kickbacks.** The Consultant 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 Consultant breaches or violates this warranty, the Owner may, at its discretion, terminate this Agreement without liability to the Owner, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any gratuity, kickback, commission, percentage, brokerage, or contingency fee.
- F. **Limitations on Lobbying Activities.** By signing this Agreement, the Consultant certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by the Consultant or its subcontractors 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.
- G. **Mandatory Disclosures.** Per 2 CFR 200.113, the Consultant must disclose, in a timely manner, in writing to the Owner, all violations of Federal criminal law involving fraud,

bribery, or gratuity violations potentially affecting this award. Failure to make required disclosures can result in remedies for noncompliance including suspension or debarment.

- H. **Monitoring Activities.** The Owner shall have the right to monitor all activities related to this Agreement that are performed by the Consultant or its subcontractors. 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 the related work.
- I. **Nondiscrimination.** The Consultant 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.
- J. **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.
- K. **Publicity.** Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Consultant and related to the services and work to be performed under this Agreement, shall identify the Owner as the sponsoring agency and shall not be released without prior written approval of the Owner.
- L. **Suspension and Debarment.** By signing this Agreement, the Consultant 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, the Consultant agrees to notify the Owner 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.
- M. **Administration of Federal Funds.** The Consultant agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 CFR 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 the Owner.

- N. **Copyright License and Patent Rights.** The Consultant acknowledges that federal grantor, the State of Wyoming, and the Owner 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 the Consultant purchases ownership using funds awarded under this Agreement. The Consultant must consult with the Owner regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.
- O. **Federal Audit Requirements.** The Consultant 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. The Consultant agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 CFR Part 200, Subpart F. If findings are made which cover any part of this Grant, the Consultant shall provide one (1) copy of the audit report to the Owner and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to the Owner's records.
- P. **Non-Supplanting Certification.** The Consultant 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. The Consultant 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.
- Q. **Program Income.** The Consultant shall not deposit grant funds in an interest bearing account without prior approval of the Owner. Any income attributable to the grant funds distributed under this Agreement must be used to increase the scope of the program or returned to Owner.
- R. **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 and signed by all parties to this Agreement.
- S. **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 if the State of Wyoming is a

named or joined party, otherwise venue shall be 7th Judicial District, Natrona County, Wyoming.

- T. **Assignment/Agreement Not 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 Consultant shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Owner.
- U. **Audit/Access to Records.** The Owner and its representatives shall have access to any books, documents, papers, electronic data, and records of the Consultant which are pertinent to this Agreement. The Consultant shall immediately, upon receiving written instruction from the Owner, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Consultant which are pertinent to this Agreement. The Consultant shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Owner.
- V. **Availability of Funds.** Each payment obligation of the Owner 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 Owner at the end of the period for which the funds are available. The Owner shall notify the Consultant 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 Owner in the event this provision is exercised, and the Owner shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- W. **Award of Related Agreements.** The Owner may award supplemental or successor Agreements for work related to this Agreement. The Consultant shall cooperate fully with other contractors and the Owner in all such cases.
- X. **Certificate of Good Standing.** The Consultant shall provide to the Owner a Certificate of Good Standing verifying compliance with all applicable unemployment insurance and workers' compensation programs before and during performance of work under this Agreement, if applicable.
- Y. **Compliance with Laws.** The Consultant 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.
- Z. **Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Consultant in the performance of this Agreement shall be kept confidential by the Consultant unless

written permission is granted by the Owner for its release. If and when the Consultant receives a request for information subject to this Agreement, the Consultant shall notify the Owner within ten (10) days of such request and shall not release such information to a third party unless directed to do so by the Owner, or a court of competent jurisdiction.

- AA. **Entirety of Agreement.** This Agreement, consisting of sixteen (16) pages; Exhibit A, Scope of Services, Project Budget, and Project Schedule, consisting of four (4) pages; Exhibit B, MPO Policy Committee Approval, consisting of one (1) page; Exhibit C, Notice to Contractor – Compliance with Title VI of the Civil Rights Act of 1984 for Federal-Aid Contracts, consisting of two (2) pages; Exhibit D, Certification of Contractor, consisting of one (1) page; Exhibit E, Certificate of Agent, consisting of one (1) page; and Exhibit F, Certification of Suspension or Debarment, consisting of one (1) page, represents the entire and integrated Agreement between the parties and supersedes 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.
- BB. **Ethics.** The Consultant shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing the Consultant’s profession.
- CC. **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 Owner 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.
- DD. **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.
- EE. **Indemnification.** The Consultant shall release, indemnify, and hold harmless the Owner and the State of Wyoming, and their officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses, and liability arising out of the Consultant’s failure to perform any of the Consultant’s duties and obligations hereunder or in connection with the negligent performance of the Consultant’s duties or obligations,

including, but not limited to, any claims, lawsuits, losses, or liability arising out of the Consultant's negligence or other tortious conduct.

- FF. **Independent Contractor.** The Consultant shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the Owner and the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Consultant shall be free from control or direction over the details of the performance of services under this Agreement. The Consultant shall assume sole responsibility for any debts or liabilities that may be incurred by the Consultant 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 Consultant or its agents or employees to act as an agent or representative for or on behalf of the Owner and the State of Wyoming or to incur any obligation of any kind on the behalf of the Owner and the State of Wyoming. The Consultant agrees that no health/hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Consultant or the Consultant's agents or employees as a result of this Agreement.
- GG. **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.
- HH. **Notice of Sale or Transfer.** The Consultant shall provide the Owner with notice of any sale, transfer, merger, or consolidation of the assets of the Consultant. Such notice shall be provided in accordance with the notices provision of this Agreement and, when possible and lawful, in advance of the transaction. If the Owner determines that the sale, transfer, merger, or consolidation is not consistent with the continued satisfactory performance of the Consultant's obligations under this Agreement, then the Owner may, at its discretion, terminate or renegotiate the Agreement.
- II. **Ownership and Destruction of Documents/Information.** The Owner owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Consultant in the performance of this Agreement. Upon termination of services, for any reason, the Consultant agrees to return all such original and derivative information/documents to the Owner in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon the Owner's verified receipt of such information, the Consultant agrees to physically and electronically destroy any residual Owner-owned data, regardless of format, and any other storage media or areas containing such information. The Consultant agrees to provide written notice to the Owner confirming the destruction of any such residual Owner-owned data.

- JJ. **Patent or Copyright Protection.** The Consultant recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Consultant or its subcontractors will violate any such restriction. The Consultant shall defend and indemnify the Owner for any violation or alleged violation of such patent, trademark, copyright, license, or other restrictions.
- KK. **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).
- LL. **Proof of Insurance.** The Consultant shall not commence work under this Agreement until it has obtained all the insurance required by the Owner and the State of Wyoming and such insurance has been approved by the Owner and the State of Wyoming. Approval of insurance by the Owner and the State of Wyoming shall not relieve or decrease the liability of the Consultant. The Consultant shall file a Certificate of Insurance with the Owner verifying each type of coverage required.
- a. **Workers' Compensation and Employer's Liability Insurance.** The Consultant shall provide the Owner with a Certificate of Good Standing or other proof of workers' compensation coverage for all its employees who are to work on the project described in this Agreement. The Consultant's coverage shall be under the Wyoming Department of Workforce Services' workers' compensation program if statutorily required or such other private workers' compensation insurance, as appropriate. Non-Wyoming Consultant's insurance coverage shall also include Employer's Liability "Stop Gap" coverage, in an amount not less than five hundred thousand dollars (\$500,000.00) per employee for each accident and disease. The Consultant shall also supply proof of workers' compensation and employers' liability insurance, if required, for each and every subcontractor prior to allowing that subcontractor on the job site.
  - b. **Commercial General Liability Insurance.** The Consultant shall provide commercial general liability insurance coverage, during the entire term of this Agreement, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including underground collapse and explosion, and products and completed operations, in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence and one million dollars (\$1,000,000.00) general aggregate.



- c. Business Automobile Liability Insurance. The Consultant shall maintain during the entire term of this Agreement automobile liability insurance in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence.
- d. Unemployment Insurance. The Consultant shall be duly registered with the Department of Workforce Services and obtain such unemployment insurance coverage as required. Such coverage shall be maintained throughout the duration of this Agreement. The Consultant shall supply the Owner with a Certificate of Good Standing or other proof of unemployment insurance coverage for itself and each and every subcontractor prior to beginning work under this Agreement and at any time upon request of the Owner.
- e. Payment of Premiums and Notice of Revocation. All policies required under this Agreement shall be in effect for the duration of this Agreement. All policies shall be primary and not contributory. The Consultant shall pay the premiums on all insurance certificates which must include a clause stating that the insurance may not be revoked, canceled, amended, or allowed to lapse until the expiration of at least thirty (30) days advance written notice to the Owner.
- f. The Owner May Insure for Contractor. In case of a breach of any provision of this Section, the Owner or the State may, at the Owner's or State's option, purchase and maintain, at the expense of the Consultant, such insurance in the name of the Consultant, or subcontractor, as the Owner or the State may deem proper and may deduct the cost of taking out and maintaining such insurance from any sums which may be due or become due to the Consultant under this Agreement.
- g. The Owner's Right to Reject. The Owner reserves the right to reject a certificate of insurance if the Consultant's insurance company is widely regarded in the insurance industry as financially unstable.
- h. The Owner's Right to Contact Insurer. The Owner shall have the right to consult with the Consultant's insurance agent for disclosure of relevant policy information. Relevant information includes, but is not limited to:
  - i. Exclusions from coverage;
  - ii. Claims in progress which could significantly reduce the annual aggregate limit; and
  - iii. Any applicable deductible amounts.

If the policy is a "claims made" policy instead of an "occurrence" policy, the information provided shall include, but not necessarily be limited to, retroactive dates and extended reporting periods or tails.

- i. **Subcontractors.** The insurance requirements set out above apply to all subcontractors. It is the Consultant's responsibility to ensure that its subcontractors meet these insurance requirements. The Owner has the right to review the insurance certificates of any and all subcontractors used by the Consultant.
- MM. **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.
- NN. **Section Reserved for Later Use.**
- OO. **Taxes.** The Consultant 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.
- PP. **Termination of Agreement.** This Agreement may be terminated, without cause, by the Owner upon thirty (30) days' written notice. This Agreement may be terminated by the Owner immediately for cause if the Consultant fails to perform in accordance with the terms of this Agreement.
- If at any time during the performance of this Agreement, in the opinion of the Owner, the work is not progressing satisfactorily or within the terms of this Agreement, then, at the discretion of the Owner and after written notice to the Consultant, the Owner may terminate this Agreement or any part of it. As of the termination date, the Consultant will be entitled to a pro rata payment for all work accomplished and accepted by the Owner; however, the Consultant shall be liable to the Owner for the entire cost of replacement services for the duration of the Agreement term.
- QQ. **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.
- RR. **Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- SS. **Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- TT. **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.

- UU. **Personnel.** The Consultant represents that it has, or will secure, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of the City of Casper or the Casper Area Metropolitan Planning Organization. All of the services required hereunder shall be performed by the Consultant, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Consultant shall be employed in conformity with applicable state or federal laws
- VV. **Personnel Changes.** The City of Casper reserves the right to re-negotiate or terminate the Agreement if there is a change in 33% or more of the Consultant's key personnel or with any change with the Consultant's Project Manager. In addition, the City may remove any key personnel from the Consultant's team if that person is deemed unsuitable or a hindrance to the cooperative completion of the project.
- WW. **Technical.** The Consultant shall provide a single point of contact to address technical issues and the distribution and receipt of data. Likewise, the City will provide a single technical contact to assure follow-through on deliverables. All GIS-based data will be disseminated and returned by Consultant in a standardized format (as defined by City IT Staff) that can easily be integrated with existing City of Casper data.
- XX. **Wyoming Governmental Claims Act.** The Owner does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 *et seq.*, and the Owner specifically reserve the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- YY. **Subconsultant.** The Consultant shall not employ any Subconsultant or Subcontractor to perform any services in the scope of this Project, unless said Subconsultant or Subcontractor is approved in writing by the Owner. Said Subconsultant shall be paid by the Consultant.
- ZZ. **Assignability.** The Consultant shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Owner: provided, however, that claims for money due or to become due the Consultant under this Agreement may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the Owner.
- AAA. **Equal Employment Opportunity.** In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Consultant shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or

disability. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. The Consultant shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

- BBB. Ownership of Project Materials.** It is agreed that all finished or unfinished documents, data, studies, surveys, graphics, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Consultant under this Agreement shall be considered the property of the Owner, and upon completion of the services to be performed, they will be turned over to the Owner provided that, in any case, the Consultant may, at no additional expense to the Owner, make and retain such additional copies thereof as Consultant desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Consultant be released to any person, agency, corporation, or organization without the written consent of the Owner. Consultant shall not be liable for any modifications to documents prepared by Consultant which are made without its advice after delivery of such documents to Owner, nor shall Consultant be liable for their use by Owner without Consultant's consent in other projects.
- CCC. Findings Confidential.** All reports, information, data, etc., given to or prepared, or assembled by the Consultant under this Agreement, shall be deemed confidential and none shall be made available to any individual or organization by the Consultant without the prior written consent of the Owner.
- DDD. Governing Law.** This Agreement has been executed by the parties hereto on the day and year first above written and shall be governed by the laws of the State of Wyoming. The Consultant shall also comply with all applicable laws, ordinances, and codes of the federal, state, or local governments and shall not trespass on any public or private property in performing any of the work embraced by this Agreement.
- EEE. Intent.** Consultant represents that it has read and agrees to the terms of this Agreement and further agrees that it is the intent of the parties that Consultant shall perform all of the services to be provided for the compensation set forth in this Agreement. Consultant also agrees that it is the specific intent of the parties, and a material condition of this Agreement, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the Owner. Consultant agrees that it has made a careful examination of the services to be rendered, and that the Agreement price is adequate compensation for all the services to be rendered under the terms of this Agreement.

FFF. **Pass Through Provisions.** Federal law requires the Consultant to include all relevant special provisions of this Agreement in every subcontract awarded over ten thousand dollars (\$10,000.00) so that such provisions are binding on each subcontractor.

EXHIBIT "A"  
SCOPE OF SERVICES



September 1, 2020

Mr. Jeremy Yates  
Casper Area Metropolitan Planning Organization  
200 North David Street, Room 203, Casper, WY 82601

**RE: Proposal to conduct the Lathrop Road Traffic Study and Plan**

Dear Mr. Yates:

Western Research and Development, Ltd. is very pleased to submit our proposal for the MPO's *Lathrop Road Traffic Study*. Western recently merged with Y2 Consultants of Jackson, WY, and we're excited to put our expanded staff experience and capabilities to good use on this multimodal systems study.

Our plan is to professionally analyze traffic and non-motorized needs at the intersections of Lathrop/Curtis, Lathrop/Blackmore, and Blackmore/US-20/26, to develop practical proposals, and to recommend a preferred "complete-streets" alternative to optimize traffic flow, urban design, runoff management, and other community goals and objectives.

To accomplish that, we've assembled a team of top specialists with decades of experience in every facet of this project, including traffic counts, transport planning, traffic engineering, road design, hydraulic engineering, floodway design, LiDAR and GIS, landscape architecture, and public involvement.

As detailed in the proposal document, final deliverables include but are not limited to:

- Link Volumes at 8 locations, Turn Movement Counts at 3 intersections, Network Travel Time / Delay Study
- Base and Forecast 20-year ADT, AM Peak and PM Peak turn movements at three intersections (18 scenarios)
- Multi-media Public Involvement outreach
- Road Safety Audit and Report
- Capacity Analyses for Feasible Intersection Design Alternatives
- One Public Involvement Meeting (Either Virtual Open House or In-Person Charrette – Covid permitting)
- Design in PDF or other requested format at a minimum of 10% (finished geometrics) level of design.
- Six copies of an approximately 100-page color report document
- Electronic copies of all study materials.
- Up to three presentations to decision bodies prior to July 2021, on dates in cooperation with Casper MPO.

The Western/Y2 team looks forward to working with the Evansville community to develop an outstanding urban design tailored to the future of this corridor. The proposal and attached task schedule detail our proposed approach to the project.

Very Respectfully,

*Gary M. Grigsby, PE*  
Gary Grigsby, President/Lead Civil Engineer  
Lathrop Road Traffic Study  
Western Research and Development, Ltd.

*Ed Waddell*  
Ed Waddell, Project Manager/Transportation Planner  
Lathrop Road Traffic Study  
Western Research and Development, Ltd.

5908 Yellowstone Road  
Cheyenne, WY 82009


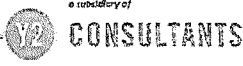
www.wrd-ltd.com  
Fax (307) 635-0410

Cheyenne (307) 632-5656  
Ft Collins (970) 482-5656  
Jackson (307) 733-2999

180 South Willow Street  
PO Box 2870  
Jackson, WY 83001



Wholly-owned subsidiary of Y2 Consultants, LLC | www.y2consultants.com

 		Casper MPO / Town of Evansville Lathrop Road Traffic Study		
PROJECT TASK CHECKLIST, SCHEDULE, AND ASSIGNED STAFF				
TASK #	TASK DESCRIPTION / EVENT		Agency Responsible	Individuals Responsible
0	Notice to Proceed		CASPER MPO	YATES
<b>Phase 0 - Pre-Project</b>				
1	<b>Kick Off Meeting</b>	Western / Y2 will meet with MPO and Stakeholder Agencies to clarify study expectations, including project schedule and communications protocols, and to receive materials for review. Casper MPO and the Town of Evansville will make available all existing planning documents, utility maps, plat maps, and/or other materials relevant to the study.	ALL	ALL
2	<b>Regular Project Coordination</b>	To reduce travel expense, monthly project coordination meetings will be by ZOOM or teleconference, according to Casper MPO's preference.	ALL	ALL
<b>Phase I - Data Collection and Public Outreach</b>				
3	<b>Public and Stakeholder Involvement</b>	Western/Y2 will initiate multi-media public involvement to engage residents, business owners and transportation stakeholders and solicit meaningful input before key decisions. Methods will include direct stakeholder contact (ex: CATC, local trucking companies), a Facebook page for posting materials and receiving public comments, a telephone hotline, an E-Mail address, press releases, and a public meeting (charrette). Western/Y2 will draft press releases for issuance by Casper MPO, at the start of the study and three weeks prior to all public meetings. Previous planning studies have conducted regional and local public involvement, establishing community goals, objectives, and proposals. Western/Y2 will conduct one additional public charrette via ZOOM or in person as per state and county health officials. Covid-19 permitting, the Western Y2 team plans to hold a design charette with nearby residents and business owners to determine preferences for roadside and Gateway themes. The charrette is scheduled to take place after data collection and analysis, but prior to preliminary design.	WESTERN/Y2	WADDELL/FAGAN
4	<b>Traffic Data Collection</b>	IDAX Data Solutions will collect the following counts: A: 24 hour classified directional hose counts and speeds on all intersection legs (8 locations) 1 US-26 E of Blackmore, 2 US-26 W of Blackmore, 3 Blackmore S of US-26, 4 Blackmore S of Lathrop, 5 Lathrop W of Blackmore, 6 Lathrop E of Curtis, 7 Curtis N of Lathrop, and 8 Curtis S of Lathrop, B: 8-hour classified manual turn movements at 3 intersections. C: Pedestrian and bike counts at 3 intersections	IDAX	WETHINGTON
5	<b>Travel Time Study</b>	IDAX Data Solutions will use blue tooth technology to conduct a travel time study for all links in the study area, bounded by the following locations: Curtis south of US-26, Craig Thomas Blvd south of US-26, Blackmore Road south of US-26, Blackmore Road north of I-25, and Curtis north of WB I-25 ramps.	IDAX	WETHINGTON
6	<b>Utilities and Drainage Reviews</b>	Western/Y2 will review of storm water management and existing utilities for adequacy under existing conditions and projected growth. NU Locates will assemble utility maps and provide site-specific utility location on an as- needed basis.	WESTERN/Y2 NU LOCATES	BEVILLE LEMMERS HARMON NUNN
7	<b>Access Management</b>	Western/Y2 will inventory driveways in the study areas, noting locations where existing driveways can be consolidated, and evaluate means to control future driveway access using proposed side roads and shared accesses. Western/Y2 will consider and recommend means to reduce crossing conflicts.	WESTERN/Y2	HELFRICH GRICSBY
8	<b>Natural Assets Inventory</b>	Western/Y2 planners and urban designers will review natural assets of the study area, to include viewsheds and terrain, and historic and architectural features. We will tour the corridors by car, bike, and on foot to appreciate various scales, gaps, and barriers to each travel mode. Findings will be used in the Landscape Design element.	WESTERN/Y2	WADDELL EHRMAN
9	<b>Land Use Evaluation</b>	Western/Y2 Urban Planners will review existing and proposed future land uses in and near the study area, including density and form, and evaluate impacts of projected development patterns on study intersections and connecting links, as well as impacts of proposed transportation improvements on land use and urban form.	WESTERN/Y2	WADDELL
10	<b>Press Release</b>	Western will DRAFT a press release announcing the public charrette for distribution by Casper MPO.	WESTERN CASPER MPO	WADDELL YATES

11	Traffic and Capacity Analyses	Western will assemble all available automatic traffic counts, historic short counts and regional TDM output as available and complete a 20-year (2045) traffic forecast and operations study for the intersections of Curtis / Lathrop, Lathrop/Blackmore, and Blackmore/USD-26 (East Yellowstone Hwy) in Evansville. Western will complete capacity analyses of the subject intersections, including existing traffic and geometry, as well as future (2045) forecast ADT, AM Peak, and PM peak flows using Highway Capacity Software (HCS). Western/Y2 will develop functional geometry and signal timing to accommodate projected traffic flows.	WESTERN R&D and Y2	WADDELL GRIGSBY
12	Non-Motorized Evaluation	Western/Y2 will measure and report level of bicycle and pedestrian friendliness (connectivity, service capacity, and safety), including compliance with the Americans with Disabilities Act (ADA). Western will identify gaps in the non-motorized system, with focus on safety and capacity of all transportation modes, especially pedestrians. Western will develop 10% (geometric) level design of recommended pedestrian improvements.	WESTERN R&D and Y2	WADDELL HELFRICH
13	Safety Evaluation & Safety Audit	Western will conduct a transportation analysis that will investigate current safety of these three intersections and connecting roadway links. Western will analyze historic crashes in the study area, and document and evaluate conflict points. Western/Y2 will conduct an interdisciplinary Road Safety Audit of all study links and intersections. Evaluations will include intersections geometrics, signs and markings, lighting, pedestrian crossings, driveways, conflicts, sightlines, and likely safety impacts from projected development.	WESTERN R&D and Y2	WADDELL GRIGSBY HELFRICH LEMMERS
14	Agency/Client Coordination Meeting	Western/Y2 will meet with MPO and Town staff prior to the public meeting to present and approve materials planned for the public meeting. This meeting will be conducted either in person or virtually, in accordance with prevailing Covid-19 precautions.	ALL	ALL
15	Public Charrette	Western/Y2 will conduct a public charrette to present findings and projections and seek public and stakeholder input on issues and concerns, goals and objectives, and potential solutions. The charrette will be conducted either in person or virtually via ZOOM, in accordance with recommended Covid-19 precautions and current FHWA-approved public involvement procedures.	ALL	ALL + PUBLIC
<b>Phase II - Planning and Early Preliminary Engineering</b>				
16	Develop Network Geometric and Operational Improvements	Using public preferences and MPO direction, Western/Y2 will evaluate potential intersection reconfiguration alternatives, non-motorized facilities, and other improvements yet to be determined. A minimum of 3 alternatives will be evaluated using objective measures of effectiveness derived from community goals and objectives and public/stakeholder input. Western will recommend preferred design solutions appropriate to each intersection and connecting link. With MPO concurrence, Western/Y2 will develop appropriate intersection geometric designs and roadway cross section improvements for all intersection connecting links, including motorized and non-motorized facilities, and provide a general cross section for each link. Engineering will be provided at least a 10% (geometrics) level of design.	WESTERN R&D and Y2	WADDELL GRIGSBY LEMMERS NEVILLE
17	Landscape Plan	Using the natural assets inventory, public preferences, and final geometric design as input, Western/Y2 landscape architects will develop a landscape design element suited to the preferred intersection geometric layouts and roadway cross sections. Y2's LA s are well practiced at receiving direction from governing agencies, melding policy goals with the community's needs and desires, and expressing the result in a functional, creative, and economical product.	Western / Y2	CHRMAN
18	Prepare Final Draft Plan	Western/Y2 will assemble the Geometric and Operational Plan and Landscape Plan into a Final Draft Plan. The Plan will be a policy, management, and planning guide for future development and reconstruction of study area roadways. Plan elements will include existing conditions, existing traffic and travel time, safety findings, existing and planned land use, forecast traffic and capacity findings, non-motorized conditions, drainage and utilities, natural assets, access management, public concerns and preferences, and recommended roadway geometrics, physical improvements and policies.	WESTERN R&O and Y2	GRIGSBY WADDELL LEMMERS NEVILLE MCCORMIE
19	MPO and Agency Review	Casper MPO and stakeholder public agencies will review the DRAFT Plan and provide direction for FINAL plan development.	MPO	YATES





Phase 3 - Deliverables Production and Presentations				
20	Assemble Final Deliverables	6 Hard Copies of report and appendices. Electronic copy of all study materials and documents. 10% (geometrics) level of design.	WESTERN R&D and Y2	GRIGSBY, WADDELL LEMMERS, NEVILLE WILCOX, EHRMAN
21	Plan Presentations	Western will present the Final Plan at up to 3 venues in 2 days on dates directed by the MPO.	WESTERN R&D and Y2	WADDELL, GRIGSBY
Reimbursable Expenses				
A	Reimbursable Expense	6*100 page reports, 200 working copies, 1 thumb drive.	Y2	ADMIN
B	Reimbursable Expense	Mileage (Jackson 287 mi * 4, Cheyenne 173 * 8+100 local * \$.575)	Y2	ADMIN
C	Reimbursable Expense	Travel: 2 overnights at \$96 federal standard rate + 4 days per diem at \$55.00 federal standard rate. 1 meeting room at C'Mon Inn	Y2	ADMIN
 <p>Western                  Research &amp; Development, Ltd.                  Civil Engineering, Planning, Surveying</p>			a subsidiary of  <p>Y2 CONSULTANTS</p>	
			Gary N. Grigsby, President	

EXHIBIT "B"

MPO POLICY COMMITTEE APPROVAL

WHEREAS, the Casper Area Metropolitan Planning Organization Policy Committee approved the MPO Unified Planning Work Program (UPWP) Budget on July 24, 2019 for a Lathrop Road Traffic Study; and,

WHEREAS, on July 23, 2020, the Consultant Selection Committee approved the hiring of Western Research and Development, Ltd., 5908 Yellowstone Road, Cheyenne, Wyoming, 82009, to complete the Lathrop Road Traffic Study.

WHEREAS, Western Research and Development, Ltd., is willing, available and qualified to perform said work.

NOW, THEREFORE BE IT RESOLVED BY THE MPO POLICY COMMITTEE: That the City of Casper, as the agent of the MPO, is hereby directed to enter into an agreement with Western Research and Development, Ltd., to complete the Lathrop Road Traffic Study in accordance with the scope of work and schedule included in this Agreement, for an agreement amount of Seventy Seven Thousand One Hundred Thirty Three Dollars and Zero Cents (\$77,133.00).

PASSED AND APPROVED THIS \_\_\_ day of \_\_\_\_\_, 2020.

ATTEST:

CASPER AREA METROPOLITAN PLANNING ORGANIZATION POLICY COMMITTEE

\_\_\_\_\_  
Liz Becher  
Community Development Director

\_\_\_\_\_  
Paul Bertoglio  
Chairman

EXHIBIT "C"

NOTICE TO CONSULTANT  
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1984  
FOR FEDERAL-AID CONTRACTS

During the performance of this Contract, Environmental and Civil Solutions, LLC., for itself, its assignees and successors in interest (hereinafter referred to as the Consultant), agrees as follows:

1. Compliance with Regulations.

The Consultant will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination.

The Consultant, with regard to the work performed by it after award and prior to completion of the Contract work, will not discriminate on the grounds of race, color, national origin, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by any state or federal law including, but not limited to, Section 21.5 of the Regulations, including employment practices, when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment.

In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements or materials or equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, or national origin.

4. Information and Reports.

The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the MPO Policy Committee, WYDOT, or FHWA to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the MPO Policy Committee, WYDOT, or FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance.

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the MPO Policy Committee shall impose such contract sanctions as it or WYDOT or the FHWA may determine to be appropriate, including, but not limited to:

- A. Withholding of payments to the Contractor under the contract until the Contractor complies; and/or,
- B. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions.

The Consultant shall include the provisions of Paragraph 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the MPO Policy Committee, WYDOT, or the FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

EXHIBIT "D"

CERTIFICATION OF CONSULTANT

I hereby certify that I, GARY N. GRIGSBY, am the Vice PRESIDENT of and duly authorized representative of the firm of Western Research and Development, Ltd.; and that neither I nor the above firm I here represent has:

1. Employed or retained for a commission, percentage, brokerage fee, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this Agreement;
2. Agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement; or,
3. Paid, or agreed to pay, to any firm, organization, or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement, except as here expressly stated (if any).

I acknowledge that this Certification is to be given to the Casper Area Metropolitan Planning Organization, and is subject to applicable state and federal laws, both criminal and civil.

9-30-2020  
Date

Gary N. Grigsby  
Signature

GARY N GRIGSBY  
Printed Name

Vice President  
Title

EXHIBIT "E"  
CERTIFICATE OF AGENT

I hereby certify that I am the designated AGENT of the City of Casper, Wyoming, a Municipal Corporation, and that the above consulting firm or its representatives have not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Contract to:

1. Employ or retain, or agree to employ or retain, any firm or person; or,
2. Pay, or agree to pay, to any firm, person, or organization any fee, contribution, donation, or consideration of any kind; with no exceptions.

I acknowledge that this Certification is subject to applicable state and federal laws, both criminal and civil.

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation:

Date \_\_\_\_\_

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

EXHIBIT "F"

CERTIFICATION OF  
SUSPENSION OR DEBARMENT

STATE OF Wyoming ) ss

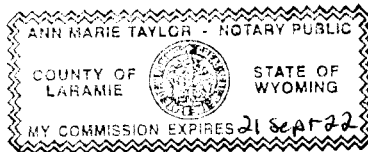
COUNTY OF Laramie ) ss

GARY N  
I, GRIGSBY, being duly sworn on oath, certify that neither I, nor any person associated therewith in the capacity of Owner, partner, director, or officer is currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any state or federal agency; have been suspended, debarred, voluntarily excluded, or determined ineligible by any state or federal agency within the past three years; have a proposed debarment pending; and, nor have been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

By: [Signature]  
Vice President  
Title

Subscribed in my presence and sworn to before me this 30 day of Sept, 2020, by:

Gary N. Grigsby  
[Signature]  
Notary Public



21 Sept, 2022  
My Commission Expires

RESOLUTION NO.20-197

A RESOLUTION AUTHORIZING A CONTRACT BETWEEN THE CASPER AREA METROPOLITAN PLANNING ORGANIZATION (MPO) AND WESTERN RESEARCH AND DEVELOPMENT, LTD. FOR THE LATHROP ROAD TRAFFIC STUDY IN AN AMOUNT OF SEVENTY SEVEN THOUSAND ONE HUNDRED THIRTY THREE DOLLARS AND ZERO CENTS (77,133.00)

WHEREAS, the City of Casper, Wyoming, the Towns of Evansville, Mills, and Bar Nunn, Wyoming, Natrona County, Wyoming, and the Wyoming Department of Transportation entered into an Agreement, dated April 13, 1983, to provide for the cooperative, comprehensive, and continuing (3-C) transportation planning for the area of Casper, Wyoming and its environs; and,

WHEREAS, the Casper Area Transportation Planning Process (hereinafter described as the "CATPP") acts as the Metropolitan Planning Organization (hereinafter referred to as the "MPO") for the Casper Urbanized Area for the distribution of Federal Aid Planning Funds; and,

WHEREAS, the parties of the CATPP appointed the City to enter into contracts for and on behalf of the CATPP and to further act as the CATPP's Fiscal Manager in an Agreement Amendment dated April 19, 2005; and,

WHEREAS, any contract entered into by the City on behalf of the CATPP requires the approval of a majority of the voting members of the Policy Committee prior to its execution and implementation by the City; and,

WHEREAS, the MPO Policy Committee approved the MPO Unified Planning Work Program (UPWP) Budget on July 24, 2019, for a Lathrop Road Traffic Study, not to exceed Eighty Thousand Dollars (\$80,000); and,

WHEREAS, the MPO released a request for proposal (RFP) for consulting groups that specialize in traffic studies and plans on June 5, 2020; and,

WHEREAS, the Project Selection Committee selected Western Research and Development, Ltd. on July 23, 2020, to complete the Lathrop Road Traffic Study; and,



NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Contract for Professional Services between the MPO and Western Research and Development, Ltd, on behalf of the Casper Area Metropolitan Planning Organization in the amount of Seventy Seven Thousand One Hundred Thirty Three Dollars and Zero Cents (\$77,133.00) for a Lathrop Road Traffic Study.

PASSED, APPROVED, AND ADOPTED on this \_\_\_ day of \_\_\_\_\_, 2020.

APPROVED AS TO FORM:




ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel  
City Clerk

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

September 23, 2020

MEMO TO: J. Carter Napier, City Manager   
FROM: Tim Cortez, Director of Parks and Recreation  
SUBJECT: Troopers' Fundraising at Fort Caspar

**Meeting Type & Date**

Regular Council Meeting, October 6, 2020

**Action type**

Approval Requested

**Recommendation**

That Council approve, by resolution, a memorandum of understanding regarding the Troopers planting a raised bed garden on the grounds of Fort Caspar to raise funds for their program.

**Summary**

In September, Council approved a plan by the Troopers to plant a raised bed flower garden on the grounds of Fort Caspar. The garden will allow the Troopers to raise money for their program while beautifying the Fort's grounds.

The Memorandum of Understanding (MOU) outlines the responsibilities of the Troopers to weed and maintain the flower garden. The Troopers will pay up to \$1,500 for irrigation updates that will make the area suitable for a garden bed. Upon dissolution of the agreement, the Troopers will also be responsible for returning the area to turf should the City so desire.

**Financial Considerations**

None.

**Oversight/Project Responsibility**

Phil Moya, Recreation Manager  
Rick Young, Parks and Recreation Supervisor

**Attachments**

Resolution  
Memorandum of Understanding

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”), entered into as of this 6<sup>th</sup> day of October, 2020, by and between the City of Casper, a Municipal Corporation, 200 North David Street, Casper, Wyoming 82601, and the Troopers Drum and Bugle Corps, Inc., 1801 East E Street, Casper, Wyoming 82601 (“Troopers”), P.O. Box 496, Casper, Wyoming 82602.

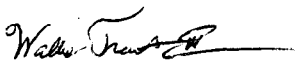
1. Purpose. The purpose of this MOU is to establish maintenance and care responsibilities for a donated flower garden located in the raised landscaping bed adjacent to the southeast corner of the Fort Caspar Museum building.
2. Site Preparation. The City agrees to remove the existing turf and approximately two inches of top soil from the bed. The City will also remove an existing honey locust tree. The removal will include grinding the tree stump one (1) inch below the grade of the top soil. Preparation will be completed by April 30, 2021.
3. Irrigation. The flower garden will utilize City irrigation. The City will pay for the costs of water.
  - a. The Troopers will reimburse the City up to \$1,500 to change the existing irrigation system from turf irrigation to that appropriate for a flower garden. Changes may include risers, sprinkler heads, irrigation lines, control systems, valve boxes and covers, and the installation labor. The City will create an itemized invoice of parts and labor within thirty (30) days of work completion. The invoice will be due thirty (30) days from invoice date.
  - b. The City will be responsible for maintaining the irrigation system including replacement parts, winterization, and summer turn on.
  - c. The Troopers will contact the City Of Casper Parks Division by phone to report any irrigation damages or system failures. The Parks Division will repair the system within ten (10) business days of the reported failure.
4. Planting and Replacement. The Troopers will be responsible for the cost of all plants for the flower garden. The City is not responsible for replacing plants due to snow removal activities, acts of vandalism, irrigation failures, or any other cause.
  - a. The Troopers may, at their own cost amend the soil or add additional soil to the existing bed to prepare it for flower planting.
  - b. To protect irrigation systems, tilling with machinery such as a rota-tiller is not allowed. Tilling may take place with human powered tilling methods such as shoveling, picking, hoeing, or raking.

5. Maintenance. The Troopers will maintain the flower bed to keep it aesthetically pleasing.
  - a. Weed removal may be done by mechanical means, i.e. pulling and will be done at a minimum of once per month from April to September. Weeds will be bagged and may be placed in the Fort Caspar trash dumpster.
  - b. Weed removal will be in accordance with Title 8, Chapter 8.44 of the Casper Municipal Code. "Weed" means any plant which the Wyoming Board of Agriculture and the Wyoming Weed and Pest Control, or the City Council has found, either by virtue of its direct effect, or as a carrier of disease or parasites, to be detrimental to the general welfare of persons residing within the city.
  - c. Spraying any herbicide or pesticide is not allowed. The Troopers may request spraying by the Parks Department provided they purchase the chemical.
  - d. Mulching may be done at the Troopers cost to help with weed mitigation.
  - e. The removal of litter, leaves, and other debris in the flower bed will be performed by the Troopers.
  
6. Signage and Recognition. The Troopers may place a donor board recognizing multiple donors provided that the board is subordinate to, and in keeping with, the character of the Fort Caspar facility. The donor board must recognize the City of Casper Parks and Recreation Division as a co-sponsor of the program.
  - a. Signage design shall be pre-approved by the Parks and Recreation Director prior to ordering and must be in accordance with City Resolution 19-195, Provisions and Procedures for Accepting Donations, Memorials, and Sponsorship Contributions. The Parks and Recreation Director may reject any design that does not meet City donation standards.
  - b. The donor board should be constructed of durable, high-quality materials.
  - c. Signage in the garden must be placed on the west side of the raised bed adjacent to the sidewalk for safe viewing.
  - d. Signage will be purchased and maintained by the Troopers. The Troopers will be responsible for repair or replacement of the sign due to vandalism or other damage. Graffiti vandalism shall be removed within 48 hours of it being reported to the Troopers.
  - e. The City may temporarily remove signage it deems unsightly or unsafe due to damage. The Troopers may reinstall a repaired sign or replace it with a new sign of the same approved design.
  - f. In recognition of their special partnership program with the Parks and Recreation Division, the Troopers may place their logo on the sign.
  - g. Signage may not utilize any donor corporate logos or slogans. Corporate names may be used.

7. MOU Term. The term of this MOU shall commence on the date signed and executed by the last duly authorized representatives of each party, and shall remain in full force and effect until terminated. The term of this MOU shall run yearly from September 1 to August 31, and may be renewed by the Troopers for twelve (12) additional one (1) year terms.
  
8. MOU Termination:
  - a. Either party may terminate this MOU by giving thirty (30) days written notice to the other party of its intent to terminate this MOU. Upon termination, the City will get two good faith estimates to return the property to its prior condition and the Troopers will have fifteen days (15) to pay the least expensive option.
  
  - b. Recognition signage will be removed at the Troopers expense from the landscape area.
  
9. Liability. The City of Casper does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-1010 et seq., and the City specifically reserved the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
  
10. Third Party-Beneficiary. The parties to this MOU do not intend to create, except as provided above in any other individual or entity the status of third-party beneficiary, and this MOU shall not be construed so as to create such status. Except as provided above, the rights, duties, and obligations contained in this MOU shall operate only between the signatories to this MOU, and shall inure solely to the benefit of the parties to this MOU. The signatories to this MOU intend and expressly agree that only signatories to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

IN WITNESS WHEREOF, the parties have executed this MOU as of the date first above written.

APPROVED AS TO FORM

  
\_\_\_\_\_

ATTEST

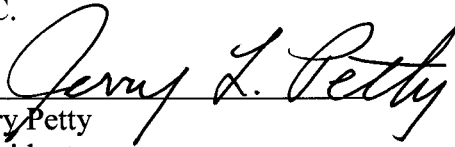
CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel  
City Clerk

\_\_\_\_\_  
Steve K. Freel  
Mayor

WITNESS

TROOPERS DRUM & BUGLE CORPS,  
INC.

\_\_\_\_\_  
  
Jerry Petty  
President

RESOLUTION NO.20-198

A RESOLUTION ESTABLISHING A MEMORANDUM OF UNDERSTANDING BETWEEN THE TROOPERS DRUM AND BUGLE CORPS, INC., AND THE CITY OF CASPER FOR THE FORT CASPAR FLOWER GARDEN PROJECT.

WHEREAS, the Casper City Council has established criteria for accepting a flower garden donation at Fort Caspar; and,

WHEREAS, the Casper City Council will not incur any maintenance or planting costs; and,

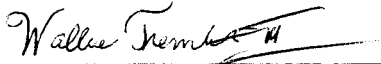
WHEREAS, the Troopers will reimburse the City up to \$1,500 for irrigation updates; and,

WHEREAS, upon dissolution of the Memorandum of Understanding, the Troopers will pay to restore the area to turf should the City so desire.

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 Memorandum of Understanding between the Troopers Drum and Bugle Corps, Inc., and the City of Casper.

PASSED, APPROVED, AND ADOPTED this \_\_\_ day of \_\_\_\_\_, 2020.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Fleur Tremel  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

October 1, 2020

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

FROM: Liz Becher, Community Development Director *eb*

SUBJECT: Authorization for Mayor to sign a Letter of Support for the Casper Housing Authority's (CHA Cares) application to the CommunityWINS grant program to support transitional housing programs on the Life Steps Campus.

**Meeting Type & Date:**

Regular Council Meeting, October 6, 2020.

**Action Type:**

Resolution

**Recommendation:** That Council, by resolution, authorizes the Mayor to sign a Letter of Support for the Casper Housing Authority's (CHA Cares) application to the CommunityWINS grant program to support transitional housing programs on the Life Steps Campus.

**Summary:**

The Casper Housing Authority (CHA) is applying to the Wells Fargo/U.S Conference of Mayors (USCM) CommunityWINS (Working/Investing in Neighborhood Stabilization) Grant Program to support transitional housing programs on the Life Steps Campus. The grant award would be for \$150,000.

Quality affordable housing is a perpetual need in the City of Casper, and the proposed project for transitional housing on our low-income Life Steps Campus is an innovative solution to housing families and teens who are temporarily homeless. This housing initiative will complement the other outstanding services and programs that the CHA has implemented on the Campus for some of our most vulnerable citizens.

The City of Casper has a contractual relationship with the Casper Housing Authority to manage the housing programs on the Life Steps Campus. The CommunityWINS grant program was presented to the City by our contracted economic development consultant, Sustainable Strategies.

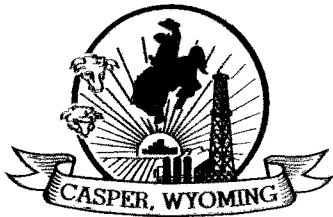
**Financial Considerations:** None. There is no match required.

**Oversight/Project Responsibility:** Liz Becher and the CHA Cares administrative team.

**Attachments:**

Resolution  
Mayoral Letter of Support





OFFICE OF THE MAYOR

# CITY OF CASPER

200 NORTH DAVID STREET  
CASPER, WYOMING 82601-1815  
PHONE (307) 235-8224  
FAX: (307) 235-8313  
[www.cityofcasperwy.com](http://www.cityofcasperwy.com)

September 30, 2020

Ms. Kim Summerall-Wright  
Casper Housing Authority CARES  
145 N. Durbin Street  
Casper, Wyoming 82601

RE: Mayoral Letter of Support

Dear Ms. Summerall-Wright,

Please accept this letter as my enthusiastic support for the Casper Housing Authority's (CHA Cares) application to the Wells Fargo/U.S Conference of Mayors (USCM) CommunityWINS (Working/Investing in Neighborhood Stabilization) Grant Program to support transitional housing programs on the Life Steps Campus.

Quality, affordable housing is needed in the city of Casper, and your proposed project for transitional housing on our low-income LifeSteps Campus is an innovative solution to housing families and teens who are temporarily homeless. This housing initiative will complement the other critical services and programs you have implemented on the Campus for some of our most vulnerable citizens. You are providing a solution that should create a positive societal impact by serving our families with safe and attainable housing. Furthermore, several of the goals and visions of the Generation Casper Comprehensive Land Use Plan, which "expresses the community need for a broad range of housing types, suitable for meeting the needs of diverse life-stages and income" are achieved with the transitional housing initiative.

The City of Casper appreciates its contractual relationship with the Casper Housing Authority to manage the housing programs on the Life Steps Campus, and with the community partnerships, you have developed to broaden the impact. Through its Optional One Cent Sales Tax and U.S. Department of Housing and Urban Development Community Development Block Grant Funds, the City has been able to invest in the capital needs at Life Steps Campus, and has depended on the Casper Housing Authority to create programs that will advance housing affordability in our community.

The Casper City Council and I support your application for the CommunityWINS grant to further invest, strengthen, and address housing needs in Casper.

Sincerely,

Steven K. Freel  
Mayor

RESOLUTION NO.20-199

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A LETTER OF SUPPORT FOR THE CASPER HOUSING AUTHORITY'S (CHA CARES) APPLICATION TO THE COMMUNITY WINS GRANT PROGRAM TO SUPPORT TRANSITIONAL HOUSING ON THE LIFE STEPS CAMPUS.

WHEREAS, the City of Casper has identified the need for temporary supportive housing, otherwise known as transitional housing, in the community in their Comprehensive Plan and Consolidated Plan; and,

WHEREAS, the City of Casper contracts with the Casper Housing Authority to manage the housing programs on the Life Steps Campus; and,

WHEREAS, the City of Casper is committed to financially supporting the housing initiatives on the Life Steps Campus neighborhood via public funding with the Optional One Cent Sales Tax; and,

WHEREAS, the Wells Fargo/U.S Conference of Mayors (USCM) CommunityWINS (Working/Investing in Neighborhood Stabilization) Grant Program assists cities with the opportunity to invest, strengthen, and address housing affordability issues; and,

WHEREAS, applications for the CommunityWINS program must include a Letter of Support from the Mayor.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to sign a Letter of Support for the Casper Housing Authority's (CHA Cares) application to the CommunityWINS Grant Program to support transitional housing on the Life Steps Campus.

PASSED, APPROVED, AND ADOPTED on this \_\_\_\_ day of \_\_\_\_\_, 2020.

APPROVED AS TO FORM:




ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel  
City Clerk

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

October 1, 2020

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

**FROM:** Jolene Martinez, Assistant to the City Manager

**SUBJECT:** Accepting Grant from the Wyoming Game and Fish Commission, in the amount of \$40,000, for In-River Restoration Construction Activities in the First Street Reach River Restoration

**Meeting Type & Date**

Regular Council Meeting  
October 6, 2020

**Action type**

Resolution

**Recommendation**

That Council, by resolution, accept a grant from the Wyoming Game and Fish Commission, in the amount of \$40,000, to be used to fund materials acquisition; in-river channel grading including structure placement; wetlands construction and enhancement; and construction oversight.

**Summary**

As partners in the Platte River Revival, Wyoming Game and Fish Department staff (Casper office) submitted a grant application to the Wyoming Game and Fish Commission to fund materials acquisition; in-river channel grading including structure placement; wetlands construction and enhancement; and construction oversight activities in the First Street reach of the river restoration project. City staff was notified the Wyoming Game and Fish Commission approved the grant request. The grant is administered by the Wyoming Game and Fish Department.

In June 2013, Council authorized staff to move forward to secure funding and implement the work identified in the Platte River Environmental Restoration Master Plan. The river restoration effort, which includes a volunteer day every September, is called the Platte River Revival. The projects outlined in the master plan are a combination of riverbank and in-river construction, Russian olive removal, and vegetative plantings.

The Platte River Revival is an infrastructure project for Casper and Wyoming that improves water quality; protects drinking water and roadway infrastructure; stabilizes riverbanks; restores and protects green infrastructure; and provides economic development opportunities.

**Financial Considerations**

No match is required for this grant.

**Oversight/Project Responsibility**

Andrew Beamer, Public Services Director

Scott Baxter, Associate Engineer

Jolene Martinez, Assistant to the City Manager

**Attachments**

Resolution

**GRANT AGREEMENT  
BETWEEN WYOMING GAME AND FISH COMMISSION  
AND  
CITY OF CASPER**

**Grant Agreement No.:** 003363  
**Project Title:** North Platte River Restoration – Casper III  
**Award Amount:** \$40,000.00  
**Performance Period:** July 1, 2020 through June 30, 2022  
**PPCAS Code:** AWCRO1MP0234  
**Unit:** 9H52  
**CFDA Number and Title:** 15.605; Sport Fish Restoration Program  
**Federal Agency:** U.S. Fish and Wildlife Service  
**FAIN:** F20AF10363

**Agency Project Coordinator:** Matt Hahn, 307-473-3415 / [matt.hahn@wyo.gov](mailto:matt.hahn@wyo.gov)  
Paul Dey, 307-777-4505 / [paul.dey@wyo.gov](mailto:paul.dey@wyo.gov)

**Grantee Project Coordinator:** Jolene Martinez, 307-235-8332 / [jmartinez@casperwy.gov](mailto:jmartinez@casperwy.gov)

1. **Parties.** The parties to this Grant Agreement (Agreement) are the Wyoming Game and Fish Commission (Commission), by and through the Wyoming Game and Fish Department (Agency), whose address is: 5400 Bishop Boulevard, Cheyenne, WY 82006, and City of Casper (Grantee), whose address is: 200 North David, Casper, WY 82601.
2. **Purpose of Agreement.** The purpose of this Agreement is to set forth the terms and conditions under which the Agency shall provide grant funds to the Grantee to use for projects described herein.
3. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The Performance Period of the Agreement is from July 1, 2020 through June 30, 2022. All Services shall be completed during the Performance Period.
4. **Payment.**
  - A. In accordance with Wyo. Stats. §§ 23-1-302 (a)(x) and (a)(xi), and 23-1-501, the Agency hereby grants an amount not to exceed forty thousand dollars and zero cents (\$40,000.00) to the Grantee to perform the activities directly related to the project described herein during the term of this Agreement. At such time as the activities are initiated, the Grantee may invoice the Agency. Payment shall be made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Grantee shall submit invoices in sufficient detail to ensure that payments may be made in conformance to this Agreement.

- B. No payment shall be made for work performed outside the Performance Period of this Agreement. Should the Grantee 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 Grantee performs its duties and responsibilities to the satisfaction of Agency.
- C. Except as otherwise provided in this Agreement, the Grantee shall pay all costs and expenses, including travel, incurred by Grantee or on its behalf in connection with Grantee's performance and compliance with all of Grantee's obligations under this Agreement.

5. **Responsibilities of Grantee.** The Grantee agrees to:

- A. Perform the following activities for the North Platte River Restoration project:
  - (i) Obtain material and conduct in-river channel grading activities including river channel cross sectional and profile grading and structure placement.
  - (ii) Construct two new wetlands and enhance marginal wetlands delineated as part of the design process. Costs include excavating, clearing and grubbing, and seeding and planting.
  - (iii) Renew, if required, Army Corps of Engineers 404 permit and Wyoming Department of Environmental Quality (WDEQ) permits including negotiating with WDEQ on the adaptive management strategy for construction of the second half of the First Street reach, water quality modeling, analytical testing, and water sampling.
  - (iv) Modify engineering designs or approach as project conditions dictate or require. Provide notice to Agency about modifications in engineering designs or approach to facilitate input and coordination prior to construction.
  - (v) Provide project oversight that includes executing contracts for qualified construction administration, environmental monitoring inspections, and other qualified consultants, construction contractors, and equipment operators as necessary to ensure proper installation per the final design.
  - (vi) Provide a full set of as-built drawings and a copy of project completion report to the Agency as requested.
  - (vii) Provide the Agency with photos taken as requested and before, during, and after project construction.
  - (viii) Ensure project and associated in-river structures are maintained adequately to maintain function.

- B. Utilize grant funds only for the above listed project activities identified in Section 5(A) of this Agreement, and return any unused grant funds no later than ninety (90) days after the grant period or within ninety (90) days after termination of this Agreement by either party.
- C. Maintain adequate accounting records that properly disclose the source and application of grant funds, and make records available for audit by the Agency, Federal awarding agency, Inspectors General, the Comptroller General of the United States, or any of their authorized representatives. Financial records, supporting documents, statistical records, and all other records pertinent to the Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report in accordance with 2 CFR § 200.333 (Retention requirements for records).
- D. Make any and all project-related information available as requested by the Agency.
- E. Return any equipment purchased with grant funds to the Agency.
- F. Submit to the Agency, upon project completion or within ninety (90) days after the grant termination date, whichever is sooner, a final invoice and a project narrative summary indicating the accomplishments of the project and the financial distribution of the award amount.
- G. Not use the funds provided by the Agency as match for any federal sources of funding that may be obtained for the project.
- H. Complete Attachment A, Federal Funding Accountability and Transparency Act (FFATA) Form, which is attached to and incorporated into this Agreement by this reference, and submit it with this signed Agreement to provide the additional information needed to fulfill requirements of Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- I. Acknowledge in any theses, publications and final research papers that the funding provided for the project came from the U.S. Fish and Wildlife Service, State Wildlife Grant Program, or whichever federally funded program from which the funds originated.

6. **Responsibilities of Agency.** The Agency agrees to:

- A. Make grant funds available as specified in Section 4 above.
- B. Make related information from existing Agency records available to Grantee.

7. **Special Provisions.**

- A. Administration of Federal Funds.** Grantee agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 CFR 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.
- B. Assumption of Risk.** The Grantee shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Grantee's failure to comply with state or federal requirements. The Agency shall notify the Grantee of any state or federal determination of noncompliance.
- C. Certifications.** Acceptance of this grant constitutes certification that:
- (i) Grantee is not presently debarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency.
  - (ii) Grantee is not delinquent on any federal debt.
  - (iii) To the best of the Grantee's knowledge and belief:
    - (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
    - (b) If funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Grantee will complete and submit Standard Form – LLL (Disclosure of Lobbying Activities).
- D. Conflict of Interest Disclosures.** Grantee shall comply with the requirements of 2 CFR § 200.112 (Conflict of Interest). Grantee is responsible for notifying Agency in writing of any actual or potential conflicts of interest that may arise during the life of this award. This Agreement may be terminated if Agency discovers an undisclosed conflict of interest.



- E. Copyright License and Patent Rights.** Grantee acknowledges that the 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 Grantee purchases ownership using funds awarded under this Agreement. Grantee must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.
- F. Drug-Free Workplace.** Grantee shall comply with the requirements of the Drug-Free Workplace Act of 1988, 42 U.S.C. § 701 *et seq.* and 2 CFR part 1401, which require all programs and activities receiving federal assistance to maintain a drug-free workplace.
- G. Environmental Policy Acts.** Grantee agrees all activities under this Agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Acts, and other related provisions of federal environmental protection laws, rules or regulations, if applicable.
- H. Federal Audit Requirements.** Grantee agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars and zero cents (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Grantee agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 CFR Part 200, Subpart F. If findings are made which cover any part of this Agreement, Grantee 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.
- I. 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.
- J. Kickbacks.** Grantee 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 Grantee 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.

- K. Monitoring Activities.** Agency shall have the right to monitor all activities related to this Agreement that are performed by Grantee or its subgrantees. 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.
- L. Nondiscrimination.** Grantee 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.
- M. Non-Supplanting Certification.** Grantee 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. Grantee 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. Prior Approval Requirements.** Grantee shall comply with the requirements of 2 CFR § 200.407 and notify Agency of any changes that have a significant impact on the award-supported activities or in the case of problems, delays, or adverse conditions which materially impair the ability to meet the objectives of the award, changes in scope, time extensions, budget revisions, changes in key personnel, etc.
- O. Procurement Standards.** Grantee's procurement procedures must conform to applicable federal and state laws and the standards identified in 2 CFR § 200.318 through 2 CFR § 200.326.
- P. Program Income.** Grantee 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.

8. **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 Grantee shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.
- D. **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 Grantee 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.
- E. **Compliance with Laws.** The Grantee shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement.
- F. **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 Grantee 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.
- G. **Entirety of Agreement.** This Agreement, consisting of eleven (11) pages; and Attachment A, Federal Funding Accountability and Transparency Act (FFATA)

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.

- H. 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.
- I. Grant Recovery.** The Agency shall be entitled to recover from the Grantee any full or partial payment made under this Agreement for: 1) any payments used for purposes not authorized or performed outside this Agreement, 2) any payments for project work the Grantee is unable to provide, or 3) any payments for project work the Grantee did not provide but was required to provide under the terms of this Agreement.
- J. 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.
- K. Independent Contractor.** The Grantee 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 Grantee shall be free from control or direction over the details of the performance of services under this Agreement. The Grantee shall assume sole responsibility for any debts or liabilities that may be incurred by the Grantee 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 Grantee 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 Grantee 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 Grantee or the Grantee's agents or employees as a result of this Agreement.
- L. Notices.** All reports, forms, notices and communications arising out of, or from, the provisions of this Agreement shall be in writing and directed to the attention of the Agency's or Grantee's contact person either by regular mail or delivery in

person at the addresses provided under this Agreement.

- M. 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 and approved as to form by the Office of the Attorney General.
- N. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming, the Commission, and Agency expressly reserve sovereign immunity by entering into this Agreement and the Grantee 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.
- O. Taxes.** Grantee 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.
- P. Termination of Agreement.** This Agreement may be terminated if Grantee fails to perform in accordance with the terms of this Agreement. The Agency will provide Grantee written notice of intent to impose immediate measures and will make reasonable efforts to resolve the problem informally.
- Q. 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.
- R. Enhancement of Recipient and Subrecipient Employee Whistleblower Protection.**
- (i) This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 U.S.C. § 4712.

- (ii) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. § 4712.
- (iii) The recipient shall insert this clause, including this paragraph (iii), in all subawards and in contracts over the simplified acquisition threshold related to this award.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.**

9. **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 signature last affixed to this page.

**WYOMING GAME AND FISH COMMISSION**

\_\_\_\_\_  
John Kennedy, Deputy Director  
Wyoming Game and Fish Department

\_\_\_\_\_  
Date

\_\_\_\_\_  
Meredith Wood, Chief Fiscal Officer

\_\_\_\_\_  
Date

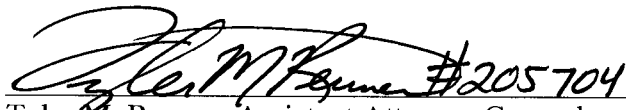
**GRANTEE:**  
City of Casper

\_\_\_\_\_  
Steven K. Freel, Mayor  
Authorized Signatory for Grantee

\_\_\_\_\_  
Date

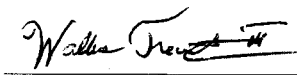
152720140  
DUNS Number

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

  
\_\_\_\_\_  
Tyler M. Renner, Assistant Attorney General

Aug. 12, 2020  
Date

**CITY OF CASPER ATTORNEY'S OFFICE: APPROVAL AS TO FORM**

  
\_\_\_\_\_  
Wallace Trembath, Deputy City Attorney

9/30/2020  
Date

Template #202476 AG  
approved 5.1.2020

**ATTACHMENT A**

**Federal Funding Accountability and Transparency Act (FFATA)**

**GRANTEE, please provide additional information needed to fulfill Federal Funding Accountability and Transparency Act (FFATA) requirements:**

1. **DUNS Number:** 152720140
  
2. **Location of Subrecipient: (City/ State/Zip+4, Country):**  
Casper, Wyoming, 82601, United States of America
  
3. **Principal Place of Performance (City/State/Zip+4,Country):**  
Casper, WY 82601-1815
  
4. **Yes/No** No Is Subrecipient owned or controlled by a parent entity?  
If yes, please provide DUNS Number and location (City/State/Zip+4, Congressional District) of parent entity.  
\_\_\_\_\_
  
5. **Yes/No** No In your organization's preceding completed fiscal year, did your organization (the legal entity to which the DUNS number belongs) receive (1) 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?
  
6. **Yes/No** No Does the public have access to information about the compensation of the executives in your organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1)?

\_\_\_\_\_  
**Grantee**

\_\_\_\_\_  
**Date**



RESOLUTION NO.20-200

A RESOLUTION AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT BETWEEN THE WYOMING GAME AND FISH COMMISSION AND THE CITY OF CASPER.

WHEREAS, the City of Casper identified the need to restore the North Platte River through Casper and has established a project called the Platte River Revival; and,

WHEREAS, the City of Casper has been approved for a grant from the Wyoming Game and Fish Commission, in the amount of Forty Thousand Dollars (\$40,000); and,

WHEREAS, the City of Casper desires to accept the grant funds from the Wyoming Game and Fish Commission to fund materials acquisition; in-river channel grading including structure placement; wetlands construction and enhancement; and construction oversight in the First Street reach of the river restoration 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, the Grant Agreement between the Wyoming Game and Fish Commission and the City of Casper, in the amount of Forty Thousand Dollars (\$40,000).

PASSED, APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2020.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

September 28, 2020

MEMO TO: J. Carter Napier, City Manager

FROM: Andrew Beamer, P.E., Public Services Director  
Bruce Martin, Public Utilities Manager

SUBJECT: Authorizing a Water Service Agreement Between the City of Casper,  
Vista West Water Company, and Frederick J. Schott Jr.

**Meeting Type & Date**

Regular Council Meeting  
October 6, 2020

**Action Type**

Resolution

**Recommendation**

That Council, by resolution, authorize a Water Service Agreement Between the City of Casper (City), Vista West Water Company (VWWC), and Frederick J. Schott Jr.

**Summary**

This contract provides water service for 1833 Arabian Avenue, a parcel of land located west of Casper, along the eastern edge of the Vista West area, south of Highway 20-26 and north of Zero Road. The property owner has requested water service from the City; however, the City does not have a water main serving the area. The VWWC does have the ability to provide water service to the property. As the property is located within the Casper Growth Boundary and outside of the VWWC certificated area of service, an Agreement for Water Service between the City, VWWC, and the property owner is required. The Agreement allows VWWC to provide the water service at the owners cost. Should the City be able to provide water service in the future, VWWC and the Owner cannot contest the property becoming a City water customer. An Outside City Water Service Agreement will be consummated between the City and the Owner at the time the City can provide service. A commitment to annex will be consummated along with that agreement.

**Financial Considerations**

No financial considerations

**Oversight/Project Responsibility**

Bruce Martin, Public Utilities Manager

**Attachments**

Resolution  
Agreement

## AGREEMENT FOR WATER SERVICE

This Agreement for Water Service ("Agreement") is entered into this 6<sup>th</sup> day of October, 2020, by and between the **City of Casper, Wyoming** (the "City"), a municipal corporation, with an address of 200 North David Street, Casper, Wyoming 82601; **Vista West Water Company** ("Vista West"), a Wyoming corporation, with an address of P.O. Box 565, Casper, Wyoming 82602; and, **Frederick J. Schott, Jr.** ("Owner"), with an address of P.O. Box 573, Mills, Wyoming 82644, (collectively referred to herein as the "Parties" and individually as a "Party").

### RECITALS

WHEREAS, Owner owns that certain property as described in Exhibit A being a portion of the N/2SE/4 of Section 34, Township 34 North, Range 80 West, 6th P.M., and also known as 1833 Arabian Avenue, Casper, Wyoming 82604 (the "Property"),

WHEREAS, the Property is not within the certificated area of Vista West;

WHEREAS, the Owner's Property is located within the Casper Growth Boundary for the City of Casper, Public Services Department;

WHEREAS, Owner has attempted to secure water service from the City of Casper, Public Services Department and the Central Wyoming Water District; however neither has a water main adjacent or near the Owner's Property and therefore have advised the Owner that they are unable to provide potable water service to the Property;

WHEREAS, due to the inability to obtain water service, the Owner has requested that Vista West provide water service;

WHEREAS, Vista West is in the business of supplying, distributing and selling water for residential and commercial consumers under a Certificate of Public Convenience and Necessity issued by the Public Service Commission of Wyoming in Docket No. 80007;

WHEREAS, Owner has agreed to pay for all costs associated with installation of the water services;

WHEREAS, the City has agreed to allow Vista West to provide water to the Owner subject to the terms of this Agreement as set forth below;

WHEREAS, Vista West has agreed to provide water services to the Owner subject to the terms of this Agreement as set forth below; and,

**NOW THEREFORE**, it is hereby agreed among the Parties:

**1. Water Service.**

- a. The water services provided shall be exclusively limited to the Property. No other properties shall be served under this Agreement.
- b. Owner shall be allotted one 1-inch water service connection and meter. No other properties may be served from this connection.
- c. Owner shall, at Owner's sole cost and expense, install and maintain a water service line from the Vista West main transmission line to service the Property. The water service line curb box shall be installed adjacent to the transmission line. Owner shall, at Owner's expense, install and maintain a meter pit in accordance with the plans and specifications provided by the engineer representing Vista West. Additionally, all work will be reviewed and must be approved by the Chief Operator of Vista West.
- d. 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. Vista West shall have the right to inspect all water system construction. All water system construction must meet Vista West's requirements. Before connection of the water services to any building, all work must be accepted and approved by the Chief Operator of Vista West.
- b. The curb box for the water service line shall be protected from damage, and the Owner shall be wholly responsible for the repair and replacement to Vista West's satisfaction in any event the curb box or meter pit are damaged or destroyed. If the Owner fails or refuses to promptly repair or replace such boxes as required, Vista West may do so and the Owner shall be responsible for all costs associated with the repair incurred by Vista West.

**3. Charge for Service.**

- a. All meter pits, vaults, and water meters, as required by Vista West, shall be obtained and installed by and at the Owner's sole cost and expense. The meter, meter pit or vault shall remain the property of Vista West. The easement for the meter pit or vault will provide that Vista West be provided access at times necessary to service and read the water meter.
- b. Owner shall pay Vista West for potable water service according to Vista West's current published tariffs as established by the Wyoming Public Service Commission.

**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 certificated area of Vista West. In times of drought, extreme demand, or facility failure, water service may not be available.
- b. Owner agrees to abide by all relevant ordinances of the City of Casper and Natrona County, 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.
- c. Owner shall abide by all of Vista West's Rules and Regulations dated effective January 1, 2019, as approved by the Wyoming Public Service Commission in Docket No. 80007-42-WR-17.

**5. Future Service Providers.**

- a. The Property, as described in Exhibit A, is located inside the City's growth boundary. However, the City has agreed to let Owner connect into the Vista West water system and become a customer of Vista West.
- b. The parties recognize that, at some future date, the City may be capable of providing water to the Property. To that end, Owner agrees that the water provided to the Property by Vista West is at the City's discretion, and may be a temporary right. If the City desires and agrees to provide water service to the Property, the Owner or City shall notify Vista West in writing. When Vista West receives written notification, it shall allow the City to provide water to the Owner's Property. This Agreement shall terminate when the City and Owner have executed a new water agreement between them, and the water improvements described therein are functional.
- c. If the City desires to provide water to the Property at a future date, all future design and construction costs shall be borne solely by the Owner if such design and construction costs are required to service the Property.
- d. Owner agrees to and hereby waives any statutory right to protest the commitment to participate in future water system.
- e. Owner, by execution of this agreement, agrees to become a customer of Vista West and abide by Vista West's requirements for service. The Owner shall be solely responsible for any costs associated with such change in water service provider, and hereby expressly agrees to relieve, indemnify, and hold harmless Vista West from any and all costs associated with such change in provider.
- f. This commitment to participate in a future water system with the City 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.

**6. Discontinuance of Utility Services.**

- a. The water service provided under this Agreement may be discontinued in accordance with Vista West's Rules and Regulations, or for any material breach of this Agreement by Owner.
- b. The remedies in this section are in addition to any other remedies in this Agreement, or which Vista West may otherwise have at law or equity, and are not a limitation on the same. The Owner further agrees to pay all investigation costs, reasonable attorneys' fees, court costs, and litigation costs if the Vista West must enforce the provisions of this Agreement in a court of law.

**7. General Provisions.**

- a. 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 Property, and shall be recorded in the Natrona County real estate records by Vista West 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 Vista West.
- b. 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.
- c. This Agreement shall constitute the entire understanding and agreement of the parties, and supersedes any prior negotiations, discussions or understandings.
- d. 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.
- e. Failure on the part the Parties 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.
- f. 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

Parties' performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

- g. 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.
- h. 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), and will be effective upon receipt:

Vista West Water Company  
P.O. Box 565  
Casper, Wyoming 82602

With copies to:

Long Reimer Winegar LLP  
Attn.: Randall B. Reed  
P.O. Box 87  
Cheyenne, Wyoming 82003

City of Casper  
Attn: Public Services Director  
200 North David  
Casper, Wyoming 82601

Fredrick J. Schott  
P.O. Box 573  
Mills, Wyoming 82644

- i. All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement, as well as all continuing obligations





**APPROVED AS TO FORM**  
Attorney for Vista West Water Company

*[Signature]*

Vista West Water Company, a Wyoming corporation

By: *Marlon B. Holmquist*  
Name: Marlon Holmquist  
Title: Chief Operator

STATE OF WYOMING     )  
  ) ss.  
COUNTY OF   Natrona   )

This instrument was acknowledged before me this 28<sup>th</sup> day of September, 2020, by Marlon Holmquist, Chief Operator of Vista West Water Company, a Wyoming corporation.

Witness my hand and official seal.

*[Signature]*  
Notary Public



My commission expires:   August 30, 2024

**APPROVED AS TO FORM**  
Attorney for the City of Casper

*Walker T...*

**ATTEST:**

\_\_\_\_\_  
Fleur Tremel  
City Clerk

**City of Casper, Wyoming, a municipal corporation**

By: \_\_\_\_\_  
Name: Steven K. Freel  
Title: Mayor

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 the City of Casper, Wyoming, a municipal corporation.

Witness my hand and official seal. \_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

## **EXHIBIT A**

A parcel of land situate within the Northwest Quarter of the Southeast Quarter of Section 34, Township 34 North, Range 80 West, 6th P.M., Natrona County, Wyoming being more particularly described as follows:

Commencing at the SE1/16 of said Section 34, being the Southeast Corner of the parcel monumented by an aluminum cap; thence N.41°30'02"W., along the center of the lateral No. 256-81, a distance of 596.87 feet to the Southeast Corner of the parcel monumented by an aluminum cap and being the Point of Beginning; thence N.41°30'02", a distance of 101.63 feet to the Southwest Corner of the parcel, monumented by an aluminum cap; thence N.37°48'27"E., a distance of 472.50 feet to the Northwest Corner of the parcel, monumented by an aluminum cap; thence S.50°58'24"E., a distance of 195.89 feet to the Northeast Corner of the parcel monumented by an aluminum cap; thence S.48°57'10"W., a distance of 496.55 feet to the Point of Beginning.

RESOLUTION NO.20-201

A RESOLUTION AUTHORIZING AN AGREEMENT FOR WATER SERVICE BETWEEN THE CITY OF CASPER, VISTA WEST WATER COMPANY, AND FREDERICK J. SCHOTT, JR.

WHEREAS, Frederick J. Schott, Jr. has requested water service for a parcel of land being located within a portion of the N/2SE/4 of Section 34, Township 34 North, Range 80 West, 6th P.M., and also known as 1833 Arabian Avenue, Casper, Wyoming 82604; and,

WHEREAS, the Property is not within the certificated area of Vista West; and,

WHEREAS, the Owner's Property is located within the Casper Growth Boundary for the City of Casper, Public Services Department; and,

WHEREAS, Owner has attempted to secure water service from the City of Casper, Public Services Department; however, the City of Casper does not have a water main adjacent or near the Owner's Property and therefore have advised the Owner that they are unable to provide potable water service to the Property; and,

WHEREAS, due to the inability to obtain water service, the Owner has requested that Vista Vest provide water service; and,

WHEREAS, Vista West is in the business of supplying, distributing and selling water for residential and commercial consumers under a Certificate of Public Convenience and Necessity issued by the Public Service Commission of Wyoming in Docket No. 80007; and,

WHEREAS, Owner has agreed to pay for all costs associated with installation of the water services; and,

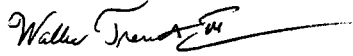
WHEREAS, a contract for providing such water service has been proposed containing obligations concerning all parties; and,

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, an Agreement for Water Service between the City of Casper, Vista West Water Company, and Frederick J. Schott, Jr.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2020.

APPROVED AS TO FORM:



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ATTEST:

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Fleur Tremel  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

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Steven K. Freel  
Mayor

October 6, 2020

MEMO TO: Honorable Mayor Steven Freel and Members of City Council  
FROM: J. Carter Napier, City Manager   
SUBJECT: Reappointments of Current Members to the Downtown Development Authority Board of Directors.

Meeting Type & Date  
Regular Council Meeting  
October 6, 2020

Action type  
Minute Action

Recommendation  
That Council, by Minute Action, authorize the reappointments of current board members Mr. Tim Schenk, Mr. Nicholas Grooms and Mr. William Reese to the Downtown Development Authority (DDA) Board of Directors.

Summary  
The DDA Board has three (3) members whose terms expired on June 30, 2020. They each have submitted a letter requesting to be reappointed. This was the first term for each of them; therefore, they are eligible to apply for reappointment for an additional term.

The DDA Board of Directors began requesting applications for the open positions beginning June 19, 2020. The positions were advertised in the Casper Star Tribune, as well as an email newsletter to downtown property owners, merchants and community subscribers.

The DDA Board met on September 9, 2020, reviewed the applicants and recommends the appointments of Tim Schenk, Nicholas Grooms and William Reese. They will each be reappointed for one (1) additional, four (4) year term. Their terms will expire on June 30, 2024.

Financial Considerations  
No Financial Considerations

Oversight/Project Responsibility  
Kevin Hawley, Executive Director, Downtown Development Authority

Attachments  
Letter of Recommendation for Appointment, Notice of Publication, Applicants Letters of Interest.



September 9, 2020

The Honorable Members of the City Council  
The City of Casper  
200 N. David Street  
Casper, WY 82601

Dear City Manager Napier and Members of the City Council:

The Downtown Development Authority (DDA) respectfully requests Council to reappoint members, Mr. Tim Schenk, Mr. Nicholas Grooms, and Mr. William Reese, to the Board of Directors with terms expiring 6/30/2024. A letter of continued interest is also attached for your review and consideration.

The DDA began accepting applications for this position on June 19, 2020 with an email newsletter to downtown property owners, merchants, and community subscribers. The request for applicants was followed by two publications in the Casper Star Tribune on July 1st and July 5th. The publicized due date for applications was July 20, 2020. On Wednesday, September 9, 2020, the DDA Board met and formally voted to recommend these applicants to the Mayor and City Council for appointment.

The board extends its sincere appreciation to you and the council for your consideration of these great community leaders.

Respectfully submitted,

*Kevin Hawley*

Kevin Hawley  
Executive Director

**DOWNTOWN DEVELOPMENT  
— AUTHORITY —**

• 341 W. Yellowstone Hwy • Casper, WY • 82601 •

\*\*\* Proof of Publication \*\*\*

Casper Star-Tribune  
P.O. Box 80, Casper, WY 82602-0080, ph 307-266-0500

CASPER DDA BOARD  
POSITION

The Casper Downtown Development Authority (DDA) is seeking applicants for the Board of Directors. There are three seats available, with all (3) term expiring 6/30/24. The three board members who have terms expiring have each expressed interest to renew for their final term; however, new applicants interested in applying are encouraged to submit. Details of the board and an application form can be found at [downtowncasper.com](http://downtowncasper.com) or by stopping our office. Applications, including a Letter of Interest, will be received until July 20, 2020, 4:00 pm, at the offices of the Downtown Development Authority located at 341 W. Yellowstone Hwy. Please call 307-235-6710 or email [admin@downtowncasper.com](mailto:admin@downtowncasper.com) for additional information. Published: July 1 & 5, 2020  
Legal No: 66960

AFFIDAVIT OF PUBLICATION

STATE OF WYOMING )  
COUNTY OF NATRONA )

I, the undersigned, being a person in the employ of the Casper Star-Tribune, a newspaper published in CASPER, NATRONA COUNTY, WYOMING, and, knowing the facts herein set forth do so solemnly swear that a copy of the notice as per clipping attached was printed and published

Daily Weekly

In the regular and entire issue of said newspaper, and not in any supplement thereof, for 2 Consecutive Days Weeks

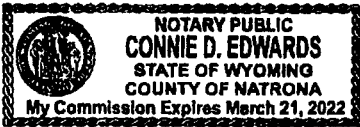
commencing with issue dated July 1, 2020  
ending with issue dated July 5, 2020

Downtown Development Authority  
Kevin Hawley  
341 W. YELLOWSTONE HWY.  
CASPER WY 82601

ORDER NUMBER 66960

Sarah Bowman  
Signed

Subscribed in my presence and sworn to before me this  
7<sup>th</sup> day of July 2020



Connie D. Edwards

Section: Legal Notices

Category: 925 Misc Legals

PUBLISHED ON: 07/01/2020, 07/05/2020

TOTAL AD COST: 118.56

FILED ON: 7/6/2020

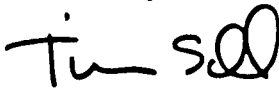


June 20, 2020

Dear DDA Board of Directors and Executive Director,

Please accept this letter as my interest in renewing my position on the Casper Downtown Development Authority Board of Directors. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Tim Schenk". The signature is fluid and cursive, with a prominent initial "T" and a stylized "S".

Tim Schenk, AIA  
Senior Project Architect



WILLIAMS, PORTER, DAY & NEVILLE P.C.  
*Wyoming's Law Firm*

Will Reese  
159 N. Wolcott St. Suite 400  
Casper, WY 82601  
[wreese@wpdn.net](mailto:wreese@wpdn.net)

September 9, 2020

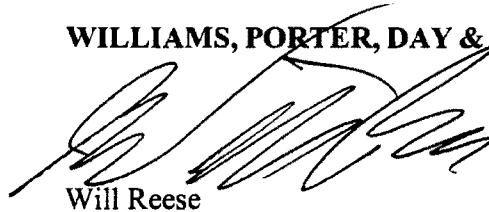
Dear DDA Board of Directors and Executive Director,

Please accept this letter as my interest in renewing my position on the Casper Downtown Development Authority Board of Directors.

Thank you for your consideration.

Very Truly Yours,

**WILLIAMS, PORTER, DAY & NEVILLE, P.C.**



Will Reese

WER/djm

Ted C. Grooms, CPA  
Brad L. Williams, CPA



Nicholas R. Grooms, CPA  
Kareesa I. Atkins, CPA

555 South Wolcott Street • Casper, Wyoming 82601  
[www.groomsandharkins.com](http://www.groomsandharkins.com)

June 20, 2020


Dear DDA Board of Directors and Executive Director,

Please accept this letter as my interest in renewing my position on the Casper Downtown Development Authority Board of Directors. Thank you for your consideration.

Sincerely,

October 6, 2020

MEMO TO: His Honor, The Mayor, and Members of City Council

FROM: J. Carter Napier, City Manager 

SUBJECT: Authorizing the Appointment of a New Member to the Casper Natrona County Health Department Board

Meeting Type & Date

Regular Council Meeting, October 6, 2020.

Action Type

Minute Action.

Recommendation:

That Council, by minute action, authorize the appointment of Dr. Matthew Wold to the Casper Natrona County Health Department Board.

Summary:

One member of the Health Department Board, Dr. Sara Smith, moved out of the community and was unable to finish her term. This board position requires a placement of a dentist or veterinarian as required by State Statutes. Dr. Wold, a pediatric dentist, submitted an application and was interviewed by the Health Department Board. They are recommending that Council appoint Dr. Wold to this position. He would finish Dr. Smith's term, which expires on June 30, 2022. This would be his first term; therefore, he will be eligible to apply for reappointment for one (1) additional five (5) year term in July of 2027.

Financial Considerations:

No Financial Considerations.

Oversight/Project Responsibility:

Casper Natrona County Health Department Board.

Attachments:

Natrona County Health Department recommendation letter.  
Dr. Matthew Wold Application.  
Dr. Matthew Wold Letter of Interest.  
Dr. Matthew Wold Resume.



September 18, 2020

Casper City Council  
200 North David Street  
Casper WY 82601

Dear Mr. Mayor, City Council Members, and City Manager:

It is with great pleasure that I write this letter of recommendation for Dr. Matthew Wold to serve on the Casper Natrona County Board of Health. We have a vacancy due to Dr. Sara Smith moving out of state. This is an appointed position by the City Council Members. The Board has reviewed his application and met with him and would like to place a recommendation forward to ask for his placement on the Casper Natrona County Board of Health.

He comes very highly recommended in the dental community and owns his own practice in pediatric dentistry, this position requires a placement of a dentist or veterinarian as required by State Statutes. He also has a Master's degree in Public Health. I ask for your consideration as soon as you are able as we are very busy in the world of COVID and appreciate the assistance our board provides us.

Please feel free to contact me at any time for any additional questions or information that you would need to make a decision. I look forward to the possibility of welcoming Dr. Wold to the Casper Natrona County Health Department Board of Health. Our next meeting is tentatively scheduled for October 15th and would love to have our Board fully staffed.

Respectfully,

Anna M. Kinder  
Executive Director  
Casper Natrona County Health Department

Attachment

*\* City of Casper \**

**CITIZEN APPLICATION FOR APPOINTMENT  
TO A NATRONA COUNTY COMMITTEE/COMMISSION/BOARD**

ALL INFORMATION ON THIS FORM IS PUBLIC RECORD

Please return to:

~~Natrona County Board of County Commissioners  
200 N. Center Street #115  
Casper, WY 82601~~

*City appointment*

**RECEIVED**  
JUL 30 2020  
BY: \_\_\_\_\_

PLEASE TYPE OR PRINT CLEARLY

NAME WOLD MATTHEW GARY  
(Last) (First) (MI)

PREFERRED ADDRESS HOME  WORK \_\_\_\_\_  
2906 PALMER DRIVE

CITY/TOWN CASPER ZIP 82601

HOME PHONE # (307) 333-6861 MOBILE PHONE # (714) 768-0900

EMPLOYER SMILE ACADEMY

OCCUPATION PEDIATRIC DENTIST

BUSINESS PHONE # (307) 462-3752 EMAIL ADDRESS MATTHEWGWOLD@GMAIL.COM

I am interested in serving on one or more of the following Board of Natrona County (Please prioritize if more than one checked.)

- Amoco Reuse Agreement JPB-3 yr term
- Casper Re-Entry Center Community Brd-3 yr term
- Central WY Fair Board-5 yr term
- Central WY Senior Services BOD-3 yr term
- Central WY Regional Water System JPB-3 yr term
- Citizen's Transportation Advisory Comm.-3 yr term
- ~~City-County Board~~ of Health-5 yr term
- Economic Development JPB-3 yr term
- CNFR-No term
- Community Action Partnership of NC-4 yr term
- Detention Center JPB-3 yr term
- Fire Fighters of NC-3 yr term
- Hall of Justice JPB-3 yr term
- Historic Preservation Commission-3 yr term
- Juvenile Planning Commission-3 yr term
- Memorial Hospital BOT-3 yr term
- Metro Animal Control Facility JPB-3 yr term
- Metropolitan Planning Commission-3 yr term
- Airport BOT-5 yr term
- Library Board-3 yr term
- Planning & Zoning Commission-3 yr term
- Travel & Tourism Council-3 yr term
- Weed & Pest Control District-4 yr term
- NC Parks Board

\_\_\_ Planning & Development Board of Appeals-3 yr term

\_\_\_ Predator Management District BOD-3 year term

\_\_\_ Vista West/West Gate JPB-3 yr term

What education or special training do you have which you feel particularly fits you for the appointment to this position?

I HAVE A MASTER OF PUBLIC HEALTH DEGREE WHICH EMPHASIZED THE IMPORTANCE OF ACCESS TO CARE

What work experience or other experience do you have which will be beneficial in carrying out the responsibilities of this position?

BEING ABLE TO SEE CHILDREN FROM VARIOUS COMMUNITIES AND SPEAKING WITH THEIR GUARDIANS AFFORDS ME THE OPPORTUNITY OF HEARING THEIR WANTS/NEEDS.

Referred by: Self \_\_\_ Other DR. SARA SMITH

Please submit with a resume, letter of introduction, and references. Thank you for your interest to serve on a Natrona County Board. You will be contacted regarding interview dates and times. It is possible there may be more candidates than Board opening available, we encourage you to re-apply for consideration for consideration on future Board appointments.

SIGNATURE OF APPLICANT [Signature] DATE 7/18/20

July 18<sup>th</sup>, 2020

Hello Natrona County County Board of Health,

I received word of the board member position availability from Dr. Sara Smith, now having lived in Casper for 3 years I am feeling settled and am looking to help out in the community.

I am a pediatric dentist (attended dental school in Arizona and residency in California) and LOVE to work with the wonderful, witty, and tough children of Wyoming! I am married and have 5 children, with another due in November. We never anticipated ending up in Wyoming after our schooling but learned about the job opportunity, flew out a couple of times, accepted the offer and have never looked back!

We love the beauty and adventure of wild, wonderful Wyoming!

In terms of my experience which may be helpful: I earned my Master of Public Health degree while attending dental school—this afforded opportunity to view my community through the lens of resource availability with the importance of access to care. We accept all insurances at my practice (The Smile Academy) and don't place any limit on the number of Medicaid patients due to my inherent belief of providing access to care.

If you feel I can help out please just let me know.

Sincerely,

A handwritten signature in black ink, consisting of a stylized 'M' followed by a large loop and a trailing line.

Matthew Wold DMD, MPH



**Matthew Gary Wold**  
2906 Palmer Drive, Casper WY 82601  
(714) 768-0900, [matthewgwold@gmail.com](mailto:matthewgwold@gmail.com)

### **Education**

- University of Southern California** **2017**  
• Pediatric Residency
- A.T. Still University** **2015**  
• Arizona School of Dental and Oral Health (ASDOH), Degree: DMD  
• School of Health Management, Degree: Master of Public Health
- Brigham Young University-Idaho** **2008**  
• Bachelor of Science: Business Management  
• Business Management, Double minor in Chemistry and Biology

### **Work Experience**

- Smile Academy Pediatric Dentistry** **2017-Present**

### **Board Certification and Licensure**

- Diplomate, American Board of Pediatric Dentistry** **2018**
- Wyoming State Licensure -DMD 1484**

### **Membership in Professional Organizations**

- American Academy of Pediatric Dentistry**  
**American Board of Pediatric Dentistry**  
**Pediatric Dental Alumni Association of USC**

## **References**

### **Giselle Galanto (Pediatric Dentist)**

- 9717 Crosspointe Drive, Highlands Ranch, CO 80130
- (626) 340-8715
- G.galanto@gmail.com

### **Evalina Edalat (Pediatric Dentist)**

- 11420 Amanda Drive, Studio City, CA 91604
- (818) 934-3707
- evalinajosefsson@gmail.com

### **Tricia Genho (General Dentist)**

- 1610 Hereford Ranch Road Cheyenne, WY 82007
- (307) 421-5034
- tgenho@gmail.com