

COUNCIL MEETING AGENDA

Casper City Council
City Hall, Council Chambers
Tuesday, May 4, 2021, 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. Entrance to the meetings is the east door off David Street. Face coverings are encouraged. Seating will be limited, and media will be given priority. Public input via email is encouraged: CouncilComments@casperwy.gov. Citizens may call 307-235-8272 from 8 a.m. to 5 p.m. Monday or 8 a.m. to noon on Tuesday of the meeting to schedule a call for the Council meeting. Staff will provide citizens with a link or phone number to call in to speak during the meeting along with instructions.

AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE

We are CASPER

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3. CONSIDERATION OF MINUTES OF THE APRIL 20, 2021 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON APRIL 29, 2021
4. CONSIDERATION OF MINUTES OF THE APRIL 20, 2021 EXECUTIVE SESSION – LITIGATION
5. CONSIDERATION OF BILLS AND CLAIMS
6. BRIGHT SPOTS IN OUR COMMUNITY – YOUTH EMPOWERMENT COUNCIL
7. COMMUNICATIONS
 - A. From Persons Present
8. ESTABLISH DATE OF PUBLIC HEARING
 - A. Consent
 1. Establish May 18, 2021, as the Public Hearing Date for Consideration of:
 - a. **Zone Change** of Proposed **Lot 3, Methodist Church Addition MBA** (Currently Described as a Portion of Lot 1, Methodist Church Addition) from R-1 (Residential Estate) to C-2 (General Business).
9. PUBLIC HEARINGS
 - A. Ordinance
 1. **Replat Creating Harmony Hills Addition No. 3.**
 2. **Replat Creating Kensington Heights Addition No. 3.**
 - B. Minute Action
 1. New **Restaurant Liquor License No. 40** Yang & Zhang, Inc., d/b/a **Lime Leaf Asian Bistro.**
10. SECOND READING ORDINANCE
 - A. **Parking Regulations and Restrictions** – Chapter 10.36.
 1. Communications from Persons Present

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11. RESOLUTIONS

A. Consent

1. Authorizing a Contract for Professional Services with **Golder Associates, Inc.**, in the Amount of \$59,998, for the **Casper Regional Landfill Cell 1 Closure and Cell 5 Build Project**.
2. Authorizing an Agreement with **Treto Construction LLC**, in the Amount of \$244,150, for the **Coates Road Local Assessment District No. 158**.
3. Authorizing an Agreement with **Crown Construction LLC**, in the Amount of \$81,850 for the **David Street Alley Sewer Replacement Project**.
4. Authorizing an Agreement with JTL Group, Inc., dba **Knife River**, in the Amount of \$318,922.29, for the **Morad Park to Walmart Trail Project**.
5. Authorizing Acceptance of the U.S. Department of Homeland Security, Federal Emergency Management Agency, **State Homeland Security Program Grant**, in the Amount of \$161,592.
6. Approving a Professional Services Contract with **Toole Design** for the **Casper Area Bicycle and Pedestrian Plan Update** in an Amount not to Exceed \$112,000.
7. Approving a Professional Services Contract with **WWC Engineering** for the **Robertson Road to Mills Trail Extension Plan** in an Amount not to Exceed \$65,000.
8. Approving a Professional Services Contract with **Western Research and Design Ltd.** for the **Evansville Trail Linkage Study** in an Amount not to Exceed \$20,000.
9. Authorizing the City Staff to Make Contributions to the **Wyoming Retirement System** on a **Pre-tax Basis**.
10. Authorizing the Fire Staff to Make Contributions to the **Wyoming Retirement System** on a **Pre-tax Basis**.

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

13. ADJOURN INTO EXECUTIVE SESSION – LAND, LITIGATION AND PERSONNEL

14. ADJOURNMENT

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Upcoming Council meetings

Council meetings

6:00 p.m. Tuesday, May 18, 2021– Council Chambers

6:00 p.m. Tuesday, June 1, 2021 – Council Chambers

Work sessions

4:30 p.m. Tuesday, May 11, 2021 –Council Meeting Room

4:30 p.m. Tuesday, May 17, 2021– Budget Session - Council Meeting Room

4:30 p.m. Tuesday, May 19, 2021– Budget Session - Council Meeting Room

4:30 p.m. Tuesday, May 25, 2021 –Council Meeting Room

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
April 20, 2021

1. ROLL CALL

Casper City Council met in regular session at 6:03 p.m., Tuesday, April 20, 2021. Present: Councilmembers Cathey, Engebretsen, Gamroth, Knell, Lutz, Pacheco, Pollock and Mayor Freel. Absent: Councilmember Johnson.

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

2. PLEDGE OF ALLEGIANCE

Mayor Freel led the audience in the Pledge of Allegiance.

Mayor Freel recognized the contributions of former Mayors Robert L. Pettigrew, Jr., and Robert Hildebrand, both having recently passed away. A moment of silence was held in their honor.

3. MINUTES

Moved by Councilmember Knell, seconded by Councilmember Lutz, to, by minute action, approve the minutes of the April 6, 2021, regular Council meeting, as published in the Casper-Star Tribune on April 14, 2021. Motion passed.

4. EXECUTIVE SESSION MINUTES

Moved by Vice Mayor Pacheco, seconded by Councilmember Engebretsen, to, by minute action, approve the minutes of the April 6, 2021, executive session. Motion passed.

5. BILLS & CLAIMS

Moved by Councilmember Pollock, seconded by Councilmember Knell, to, by minute action, approve payment of the April 20, 2021, bills and claims, as audited by City Manager Napier. Motion passed.

Bills & Claims 04/20/21		
307CIs	Services	5,029.26
71Cst	Services	57,707.20
AMBI	Services	921.78
ACTree	Services	11,000.00
ActPkg	Goods	1,834.60
ActGls	Services	154.00
Adecco	Services	1,047.00
AirInn	Services	148.75
AllncCnslt	Services	232.20
Alsco	Services	1,446.58
Amrigs	Goods	33,673.83
ArwhdHting	Services	301.67
AtIntcElect	Services	8,995.00

AtlasOff	Goods	878.68
AtlasRep	Services	84.00
AceHrdw	Goods	141.01
BBurgess	Reimb	42.00
BigHrnTire	Services	270.00
BlkHillsEnergy	Utilities	5,985.42
Bloedorn	Goods	229.30
CrlnaSftwr	Goods	700.00
CrptStat	Goods	3,990.50
Caselle	Services	75.00
CsprAmatHcky	Services	1,264.69
CsprArTrans	Funding	121,222.03
CsprElct	Goods	14,079.50
CsprStarTrib	Services	4,628.96
CsprStarTrib	Services	45.00
CntrlWyRegWtr	Services	338,623.07
CntrWYRes	Funding	5,832.20
Centurylink	Services	3,896.64
CAsbe	Services	1,400.00
CtyofCspr	Services	30,697.94
CsprPublicUtl	Services	151.79
CtyofCsprBale	Services	107,754.46
PublicSftyCmm	Services	4,581.10
CLH	Services	1,323.40
CMITeco	Goods	33,493.29
ColctnCntr	Services	527.78
Convergeone	Services	1,788.76
CwbySupplyHse	Goods	414.18
CmptrPrfs	Goods	3,711.00
DKepner	Goods	2,556.00
DvdsnFxdInc	Services	3,974.90
DeckerAuto	Goods	360.29
Dell	Goods	53,771.33
DmndVglPts	Goods	268.63
EmrgncyMedDire	Services	899.40
EBecher	Dues	68.00
RCasados	Reimb	50.00
JBrown	Goods	17.84
MBrattis	Reimb	92.39
JHagan	Reimb	300.00
MBrummond	Reimb	300.00
CParke	Reimb	300.00
NNoblitt	Reimb	300.00
ADeveraux	Reimb	300.00
AJividen	Reimb	146.94

EnrgyLabs	Services	458.00
ExpSrv	Services	2,715.57
FrgsonEnt	Goods	1,344.13
1stDataMer	Services	39.90
FIB	Services	1,367.00
FoxFldSrv	Services	1,115.92
Galls	Goods	894.79
GeosyntcCnslt	Services	10,217.45
Grainger	Goods	72.67
Gunners	Goods	1,953.00
HDREng	Services	14,960.80
HeinBond	Services	17,833.50
Hercules	Goods	75.61
Homax	Goods	47,034.11
Indentisys	Goods	340.00
IndScrn	Goods	9,281.84
KLevesque	Goods	813.00
KnckleDrggr	Services	855.00
Kubwtr	Goods	5,618.85
LisasSpicSpan	Services	440.00
McGee	Funding	4,500.00
MercrHouse	Funding	6,401.10
Moore	Services	15,465.17
Mtorola	Services	9,457.67
MtnStatesLitho	Services	977.92
MtnStatesPipe	Goods	7,070.48
MtnWestPhone	Services	49.95
MuniCode	Goods	706.60
Myers&Son	Services	643,500.00
Napa	Goods	140,653.67
NatlAllnce	Services	478.20
NCTreasr	Funding	161.18
NCHlth	Services	42,750.00
NCH	Services	1,275.00
Norco	Goods	724.44
NrdcSound	Services	1,366.25
OneCall	Services	589.50
OrgWtrmen	Goods	2,401.73
Pedens	Services	234.00
PrterMuir	Services	220,000.00
PwrScrn	Goods	1,069.54
Prnwrks	Services	1,431.41
PrfClean	Services	1,395.00
Ricoh	Services	352.09
RckyMtnPwr	Utilities	53,949.23

RooterSwr	Services	4,455.77
Rotary	Dues	68.00
SaltusTech	Services	20,210.00
SMahoney	Goods	756.40
SheetMetalSp	Services	29,437.40
ShrwnWllms	Goods	15.70
SkylnRanch	Services	326.21
SmithPsych	Services	1,600.00
StateofWy	Services	6,803.67
Stateline#7	Services	14,887.75
StrlngInf	Services	1,571.60
Ten-E-Pack	Goods	1,140.00
TharpleCnslt	Services	275.00
Thatcher	Services	9,241.16
TopOffice	Services	239.26
Trihydro	Services	2,241.00
TylerTech	Services	7,674.00
UrgntCare	Goods	255.00
Verizon	Services	4.91
Volance	Services	50.34
WardwellWtr	Goods	30.03
WayneColeman	Services	27,865.30
WesRsrch	Services	17,777.39
WstlndPark	Services	2,342.34
Wstnt	Services	84,267.16
WYAssocMuni	Dues	65.00
StateofWy	Services	530.07
YouthCrisis	Funding	13,962.00
Total		2,396,513.02

6. BRIGHT SPOT

Angela Emery, Executive Director of the Platte River Trails Trust, notified Council that the organization had presented the City of Casper with a check for \$100,000 for the Poplar Street bridge bump-outs project. She spoke on the need for the project and the fund raising efforts that made this donation possible. David Hough, Board Chair, thanked everyone involved in the project for supporting this project.

7. BRIGHT SPOT

Mayor Freel welcomed Shelly McAlpin, Executive Director of Serve Wyoming, in honor of National Service Recognition Day. Ms. McAlpin was joined by staff members, and she shared information about the various projects and programs that AmeriCorp members are involved with.

8. COMMUNICATIONS FROM PERSONS PRESENT

Individuals addressing the Council were: Mileage Mike Harrison, 742 N. Jefferson, requesting Council remove the leash law for dogs; Keith Rolland, 542 S. Durbin, asking Council to reconsider the funding and structure of Advance Casper; and Lou Grunewald, Casper Area Transportation Coalition (CATC) Board President, requesting further information and assistance from the City regarding the recent actions to change the management of transportation.

9. ESTABLISH PUBLIC HEARINGS

Moved by Councilmember Cathey, seconded by Councilmember Lutz, to, by minute action: establish May 4, 2021, as the public hearing date for the consideration of replat creating Harmony Hills Addition No. 3; replat creating Kensington Heights Addition No. 3; and new Restaurant Liquor License No. 40 Yang & Zhang, Inc., d/b/a Lime Leaf Asian Bistro. Councilmember Pollock abstained on the liquor license item. Councilmember Engebretsen and Mayor Freel abstained on the two land items. Motion passed.

10.A PUBLIC HEARING - ORDINANCE

Mayor Freel opened the public hearing for the consideration of the parking regulations and restrictions.

City Attorney Henley entered one (1) exhibit: correspondence from John Henley to the Casper City Council and J. Carter Napier, dated April 16, 2021. City Manager Napier provided a brief report.

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

Following ordinance read:

ORDINANCE NO. 11-21
AN ORDINANCE AMENDING VARIOUS SECTIONS OF
CHAPTER 10.36 – PARKING, OF THE CASPER MUNICIPAL
CODE.

Vice Mayor Pacheco presented the foregoing ordinance for approval, on first reading. Seconded by Councilmember Knell. Council briefly discussed the requirements and restrictions of property owners regarding the removal of live trees from the parkway. City Attorney Henley clarified that property owners can trim and maintain the trees, but further action must be authorized by the City. Mayor Freel requested that a copy of the applicable ordinance be forwarded to Council. Motion passed.

10.B.1 PUBLIC HEARING - MINUTE ACTION

Mayor Freel opened the public hearing for the consideration of the transfer of ownership of Retail Liquor License No. 28, from Proper Management, LLC d/b/a 307 Sunrise to 307 Bar, LLC.

Councilmember Pollock abstained and recused herself from all liquor license discussions and left the room.

City Attorney Henley entered five (5) exhibits: correspondence from Fleur Tremel, to J. Carter Napier, dated April 6, 2021; an affidavit of publication, as published in the Casper-Star Tribune, dated April 13, 2021; an affidavit of website publication, as published on the City of Casper website, dated April 6, 2021; an affidavit of notice of conspicuous posting, as posted at 4370 South Poplar, dated April 6, 2021; and the liquor license application filed March 23, 2021. City Manager Napier provided a brief report.

There being no one to speak for or against the issues involving Retail Liquor License No. 28, the public hearing was closed.

Moved by Councilmember Gamroth, seconded by Councilmember Lutz, to, by minute action, authorize the transfer of ownership of Retail Liquor License No. 28. With the abstention of Councilmember Pollock noted, motion passed.

10.B.2 PUBLIC HEARING - MINUTE ACTION

Mayor Freel opened the public hearing for the consideration of the following:

- a. Transfer of location for Retail No. 12 FireRock Hospitality Group, LLC d/b/a FireRock Steakhouse located at 6100 East 2nd Street to Mesa Liquors, LLC, d/b/a Mesa Liquor located at 3243 Talon Drive Suite 200.
- b. New Bar and Grill License No. 2 for FireRock Hospitality Group, LLC d/b/a FireRock Steakhouse located at 6100 East 2nd Street.
- c. Transfer of location for Retail Liquor License No. 15 OC Casper, LLC, d/b/a Old Chicago Restaurant, located at 3580 East 2nd Street to Wyoming Liquor, LLC, d/b/a Wyoming Discount Liquor located at 4330 East 2nd Street.
- d. New Bar and Grill Liquor License No. 12 for OC Casper, LLC d/b/a Old Chicago Restaurant Located at 3580 East 2nd Street.
- e. Transfer of location for Retail No. 23 Johnson Restaurant Group, Inc., d/b/a CY Discount Liquor, located at 840 CY Avenue to Johnson Restaurant Group, Inc., d/b/a CY Discount Liquor located at 1375 CY Avenue Suite 100.
- f. New Bar and Grill License No. 10 for Casper Taco Shop, LLC, d/b/a Fuzzy's Taco Shop located at 3243 Talon Dr. Suite 400.

City Attorney Henley entered fifteen (15) exhibits: correspondence from Fleur Tremel, to J. Carter Napier, dated April 6, 2021; an affidavit of publication, as published in the Casper-Star Tribune, dated April 13, 2021; an affidavit of website publication, as published on the City of Casper website, dated April 6, 2021; an affidavit of notice of conspicuous posting, for the following addresses dated April 6, 2021, 3243 Talon Dr., 6100 E. 2nd, 4330, E. 2nd, 3580 E. 2nd, 1375 CY, 3243 Talon Dr.; and liquor license applications for each license filed March 8, 2021 or March 17, 2021. City Manager Napier provided a brief report.

Speaking in support was John Johnson, license applicant.

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

Moved by Councilmember Cathey, seconded by Councilmember Knell, to, by minute action, authorize the transfer of location for three retail liquor licenses and the issuance of three bar and grill liquor licenses. With the abstention of Councilmember Pollock noted, motion passed. Councilmember Pollock rejoined the meeting

11.A ORDINANCE– THIRD READING

Following ordinance read:

Ordinance No. 9-21

AN ORDINANCE AMENDING SECTION 13.04.060 OF THE
CASPER MUNICIPAL CODE.

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

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

WHEREAS, Ordinance No. 26-95, was adopted on September 5, 1995, creating Chapter 13.04 of the Casper Municipal Code concerning permits to construct, install, or modify water distribution or sanitary sewer collection facilities; and,

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

WHEREAS, the governing body of the City of Casper desires to amend Section 13.04.060 of the Casper Municipal Code for the purpose of updating references to Wyoming Statutes within the Code that have since been repealed.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: Section 13.04.060 — Application requirements and procedures is amended as follows:

13.04.060 - Application requirements and procedures.

The following procedures will be followed in an application for the permit:

A. Any person who proposes to construct, install or modify a facility required to be permitted under Section 13.04.050 shall submit a written application on forms provided by the city of Casper.

B. The initial application for a permit must be accompanied by two complete sets of plans and specifications, design data and any additional information required by the city. After the plans and specifications have been reviewed by the city, the applicant's engineer shall make such revisions as are required and submit five revised sets for final review. All plans and specifications submitted shall carry the seal or signature of the design engineer in accordance with Wyoming Statutes Sections 33-29-601 *et seq.* All plans and specifications shall conform to city of Casper Water Distribution Facilities Design Standards, city of Casper Sanitary Sewage Collection Facilities Design Standards, and the Wyoming Department of Environmental Quality, Water Quality Rules and Regulations, Chapter XI and Chapter XII.

C. The city shall review every application and take final action within thirty days from the date the application is received.

D. If an application is incomplete, additional information shall be requested in detail, or if requested, the application may be returned to the applicant. The applicant shall have ninety days to comply with the request for additional information. After this time period, if no information is submitted, the entire application shall be returned.

E. The city manager or his appointed designee shall promptly notify the applicant in writing of the final action taken on the application. If the conditions of the permit are different from the proposed

application submitted by the applicant for review, the notification shall include reasons for the changes made.

F. If, upon review of an application, the city determines that a permit is not required under this chapter, the city manager or his appointed designee shall notify the applicant of this determination in writing. Such notification shall constitute final action on the application.

G. If, upon review of an application, the city determines that a permit should not be granted, the city manager or his appointed designee shall notify the applicant in writing of the permit denial and state the reasons for denial.

H. If the applicant is dissatisfied with the conditions or denial of any permit issued by the city, he may request a hearing in accordance with Section 13.04.090.

PASSED on 1st reading the 16th day of March, 2021.

PASSED on 2nd reading the 6th day of April, 2021.

PASSED, APPROVED, AND ADOPTED on third and final reading the 20th day of April, 2021.

Vice Mayor Pacheco presented the foregoing ordinance for approval, on third reading. Seconded by Councilmember Engebretsen.

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

11.B ORDINANCE— THIRD READING

Following ordinance read:

ORDINANCE NO. 10-21

AN ORDINANCE APPROVING THE VACATION AND REPLAT CREATING THE CENTRAL SERVICES ADDITION NO. 2.

WHEREAS, an application has been made to vacate and replat the Central Services Addition to the City of Casper, Wyoming, to create the Central Services Addition No. 2, located in portions of the S1/2NW1/4, NE1/4 & NW1/4SE1/4 Section 35, T34N, R 79W, 6th PM, Natrona County; and, WHEREAS, after a public hearing, the City of Casper Planning and Zoning Commission passed a motion recommending that the City Council approve the requested vacation and replat; and, WHEREAS, the vacation and replat requires approval by ordinance, following a City Council public hearing; and,

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

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

SECTION 1:

That the vacation and replat creating the Central Services Addition No. 2 is hereby approved.

SECTION 2:

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

PASSED on 1st reading the 16th day of March, 2021.

PASSED on 2nd reading the 6th day of April, 2021.

PASSED, APPROVED, AND ADOPTED on third and final reading the 20th day of April, 2021.

Councilmember Cathey presented the foregoing ordinance for approval, on third reading. Seconded by Councilmember Lutz.

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

12.A RESOLUTION

Following resolution read:

RESOLUTION NO. 21-44
A RESOLUTION APPROVING AMENDMENT NO. 2 TO THE
NEW DELTA ADDITION SUBDIVISION AGREEMENT,
DATED AUGUST 3, 1999.

Councilmember Gamroth presented the foregoing resolution for adoption. Seconded by Vice Mayor Pacheco. City Manager Napier provided a brief report.

Speaking in opposition was John Ramsey, President of the Home Owner's Association for Stafford Court. Councilmembers had questions for Mr. Ramsey, which he addressed.

Speaking in favor were: Martin Axlund, representative for the applicant; Jens Hansen, 1342 Heathrow; Greg Dixon, President/CEO of Hilltop Bank; Bob Cerkovnik, Hilltop Bank Officer; and Charlie Shopp, Remax Reality. Councilmembers had questions for the speakers regarding the design and future plans for the development, which were addressed.

Council discussed the item briefly and voted on the resolution. Councilmember Pollock and Mayor Freel abstained. Motion passed.

12.B CONSENT RESOLUTIONS

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 21-45
A RESOLUTION APPROVING THE REPLAT CREATING THE
MOUNTAIN PLAZA PATHWAY ADDITION.

RESOLUTION NO. 21-46
A RESOLUTION AUTHORIZING A CONTRACT WITH AAA
LANDSCAPING, LLC FOR WEED MOWING AND LITTER
ABATEMENT.

RESOLUTION NO. 21-47
A RESOLUTION AUTHORIZING A CONTRACT WITH B & B
SALES AND SERVICE FOR WEED MOWING AND LITTER
ABATEMENT.

RESOLUTION NO. 21-48
A RESOLUTION AUTHORIZING A CONTRACT WITH
BRIAN'S GO TO SERVICE FOR WEED MOWING AND
LITTER ABATEMENT.

RESOLUTION NO. 21-49

A RESOLUTION AUTHORIZING A CONTRACT WITH TWO BROTHERS LAWN SERVICES AND SNOW REMOVAL, LLC FOR WEED MOWING AND LITTER ABATEMENT.

RESOLUTION NO. 21-50

A RESOLUTION AUTHORIZING A CONTRACT WITH XTREME LANDSCAPING, LLC FOR WEED MOWING AND LITTER ABATEMENT.

RESOLUTION NO. 21-51

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

RESOLUTION NO. 21-52

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH ZONAR SYSTEMS, INC., FOR AVL AND EVIR® SYSTEMS PROJECT.

RESOLUTION NO. 21-53

A RESOLUTION AUTHORIZING A CONTRACT FOR OUTSIDE-CITY SEWER SERVICE WITH THE JR & HEATHER BOYLES LIVING TRUST.

RESOLUTION NO. 21-54

A RESOLUTION AUTHORIZING A CONTRACT FOR OUTSIDE-CITY WATER AND SEWER SERVICE WITH JACOB CARSON AND SADIE CARSON.

RESOLUTION NO. 21-55

A RESOLUTION ACCEPTING THE REVISED WYOMING ASSOCIATION OF RISK MANAGEMENT PROPERTY INSURANCE JOINT POWERS AGREEMENT.

Councilmember Pollock presented the foregoing eleven (11) resolutions for adoption. Seconded by Councilmember Lutz. Motion passed.

13. INTRODUCTION OF MEASURES AND PROPOSALS

Councilmember Knell asked about better communication with the Leisure Services Advisory Board and possibly assigning a Council liaison to the Board. Councilmember Pollock asked if the Drug Enforcement Agency grant discussion could be held sooner than it is tentatively scheduled (after July 1st). City Manager Napier indicated that it may be difficult to do so because of the upcoming budget sessions. Councilmembers also spoke on meetings they attended and upcoming events.

14. ADJOURN INTO EXECUTIVE SESSION

Mayor Freel noted the next meetings of the City Council will be a work session to be held at 4:30 p.m., Tuesday, April 27, 2021, in the Council Meeting Room; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, May 4, 2021, in the Council Chambers.

At 7:59 p.m., it was moved Councilmember Knell, seconded by Councilmember Engebretsen, to adjourn into executive session to discuss litigation. Motion passed. Council moved into the Council meeting room.

At 8:57 p.m., it was moved by Councilmember Cathey, seconded by Councilmember Gamroth, to adjourn the executive session. Vice Mayor Pacheco vote nay. Motion passed. Council returned to the Council Chambers.

15. ADJOURNMENT

At 8:59 p.m., it was moved by Councilmember Cathey, seconded by Councilmember Pollock, to adjourn the regular Council meeting. Vice Mayor Pacheco voted nay. Motion passed.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

City of Casper - Bills and Claims for May 04, 2021

307 COLLISION

307 COLLISION	Fleet Maintenance Fund	Services	\$769.87
<i>307 COLLISION - Total For Fleet Maintenance Fund</i>			<i>\$769.87</i>
307 COLLISION - ALL DEPARTMENTS			\$769.87

71 CONSTRUCTION, INC

71 CONSTRUCTION, INC	Streets	Goods	\$1,121.14
<i>71 CONSTRUCTION, INC - Total For Streets</i>			<i>\$1,121.14</i>
71 CONSTRUCTION, INC - ALL DEPARTMENTS			\$1,121.14

A.M.B.I. & SHIPPING,

A.M.B.I. & SHIPPING,	Engineering	Postage	\$9.20
A.M.B.I. & SHIPPING,	Engineering	Postage	\$24.73
<i>A.M.B.I. & SHIPPING, - Total For Engineering</i>			<i>\$33.93</i>
A.M.B.I. & SHIPPING,	Ft. Caspar Museum	Postage	\$10.06
<i>A.M.B.I. & SHIPPING, - Total For Ft. Caspar Museum</i>			<i>\$10.06</i>
A.M.B.I. & SHIPPING,	Metro Animal Shelter	Postage	\$159.01
<i>A.M.B.I. & SHIPPING, - Total For Metro Animal Shelter</i>			<i>\$159.01</i>
A.M.B.I. & SHIPPING,	Municipal Court	Postage	\$195.75
<i>A.M.B.I. & SHIPPING, - Total For Municipal Court</i>			<i>\$195.75</i>
A.M.B.I. & SHIPPING,	Rec Center - Admin	Postage	\$1.83
<i>A.M.B.I. & SHIPPING, - Total For Rec Center - Admin</i>			<i>\$1.83</i>
A.M.B.I. & SHIPPING,	Refuse - Residential	Postage	\$7.83
<i>A.M.B.I. & SHIPPING, - Total For Refuse - Residential</i>			<i>\$7.83</i>
A.M.B.I. & SHIPPING,	Traffic Control	Postage for Conflict monitor re-certification	\$106.68
<i>A.M.B.I. & SHIPPING, - Total For Traffic Control</i>			<i>\$106.68</i>
A.M.B.I. & SHIPPING, - ALL DEPARTMENTS			\$515.09

ACCENT PACKAGING INC

ACCENT PACKAGING INC	Refuse - Recycling	Goods	\$1,920.48
<i>ACCENT PACKAGING INC - Total For Refuse - Recycling</i>			<i>\$1,920.48</i>

ACCENT PACKAGING INC - ALL DEPARTMENTS

\$1,920.48

ADECCO USA, INC.

ADECCO USA, INC.	Balefill - Disposal & Landfill	Services	\$465.60
ADECCO USA, INC.	Balefill - Disposal & Landfill	Services	\$582.00
ADECCO USA, INC.	Balefill - Disposal & Landfill	Services	\$582.00

<i>ADECCO USA, INC. - Total For Balefill - Disposal & Landfill</i>			<i>\$1,629.60</i>
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ADECCO USA, INC. - ALL DEPARTMENTS

\$1,629.60

ADOBE ACROPRO SUBS

ADOBE ACROPRO SUBS	City Manager	Acrobat Pro Subscription	\$14.99
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<i>ADOBE ACROPRO SUBS - Total For City Manager</i>			<i>\$14.99</i>
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ADOBE ACROPRO SUBS - ALL DEPARTMENTS

\$14.99

AIRGAS USA LLC

AIRGAS USA LLC	Balefill - Baler Processing	Supplies	\$839.38
AIRGAS USA LLC	Balefill - Baler Processing	Supplies	\$335.91
AIRGAS USA LLC	Balefill - Baler Processing	Goods	\$37.24

<i>AIRGAS USA LLC - Total For Balefill - Baler Processing</i>			<i>\$1,212.53</i>
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AIRGAS USA LLC - ALL DEPARTMENTS

\$1,212.53

ALLIANCE CONSULTING

ALLIANCE CONSULTING	Police Grants Fund	Meth Conference Reimbursement	\$1,066.08
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<i>ALLIANCE CONSULTING - Total For Police Grants Fund</i>			<i>\$1,066.08</i>
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ALLIANCE CONSULTING - ALL DEPARTMENTS

\$1,066.08

ALLIANCE ELECTRIC LL

ALLIANCE ELECTRIC LL	Balefill - Diversion & Special	Exhaust System in Compost Building	\$29,500.00
ALLIANCE ELECTRIC LL	Balefill - Diversion & Special	Services	\$629.25
ALLIANCE ELECTRIC LL	Balefill - Diversion & Special	Exhaust System in Compost Building	\$140.00

<i>ALLIANCE ELECTRIC LL - Total For Balefill - Diversion & Special</i>			<i>\$30,269.25</i>
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ALLIANCE ELECTRIC LL - ALL DEPARTMENTS

\$30,269.25

ALLIANT INSURANCE SV

ALLIANT INSURANCE SV	Property Insurance Fund	Services	\$100.00
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<i>ALLIANT INSURANCE SV - Total For Property Insurance Fund</i>			<i>\$100.00</i>
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ALLIANT INSURANCE SV - ALL DEPARTMENTS

\$100.00

ALSCO

ALSCO	Balefill - Baler Processing	Professional Laundry Services	\$108.46
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<i>ALSCO - Total For Balefill - Baler Processing</i>			<i>\$108.46</i>
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ALSCO	Balefill - Disposal & Landfill	Services	\$108.46
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ALSCO	Balefill - Disposal & Landfill	Services	\$53.25
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ALSCO	Balefill - Disposal & Landfill	Services	\$53.25
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<i>ALSCO - Total For Balefill - Disposal & Landfill</i>			<i>\$214.96</i>
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ALSCO	Refuse - Residential	Professional Laundry Services	\$92.22
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ALSCO	Refuse - Residential	Refused Uniforms	(\$7.14)
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ALSCO	Refuse - Residential	Refused Uniforms	(\$7.14)
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ALSCO	Refuse - Residential	Uniforms Refused	(\$7.14)
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ALSCO	Refuse - Residential	Refused Uniforms	(\$7.14)
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ALSCO	Refuse - Residential	Refused Uniforms	(\$7.14)
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ALSCO	Refuse - Residential	Refused Uniforms	(\$8.16)
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ALSCO	Refuse - Residential	Services	\$92.22
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<i>ALSCO - Total For Refuse - Residential</i>			<i>\$140.58</i>
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ALSCO	Regional Water Operations	Professional Laundry Services	\$61.55
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<i>ALSCO - Total For Regional Water Operations</i>			<i>\$61.55</i>
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ALSCO	Sewer Wastewater Collection	Professional Laundry Services	\$59.66
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ALSCO	Sewer Wastewater Collection	Professional Laundry Services	\$59.66
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<i>ALSCO - Total For Sewer Wastewater Collection</i>			<i>\$119.32</i>
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ALSCO	WWTP Operations	Professional Laundry Services	\$151.46
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<i>ALSCO - Total For WWTP Operations</i>			<i>\$151.46</i>
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ALSCO - ALL DEPARTMENTS

\$796.33

ALSCO INC.

ALSCO INC.	Water Distribution	Oil eater	\$79.60
<i>ALSCO INC. - Total For Water Distribution</i>			<i>\$79.60</i>
ALSCO INC. - ALL DEPARTMENTS			\$79.60

AMAZON.COM QP3ZF8AU3

AMAZON.COM QP3ZF8AU3	Police Administration	9mm Lugar Snap cap	\$19.89
<i>AMAZON.COM QP3ZF8AU3 - Total For Police Administration</i>			<i>\$19.89</i>
AMAZON.COM QP3ZF8AU3 - ALL DEPARTMENTS			\$19.89

AMAZON.COM U57JN1PP3

AMAZON.COM U57JN1PP3	Parks - Parks Maint.	BOOK STORES	\$54.95
<i>AMAZON.COM U57JN1PP3 - Total For Parks - Parks Maint.</i>			<i>\$54.95</i>
AMAZON.COM U57JN1PP3 - ALL DEPARTMENTS			\$54.95

AMERIGAS - CASPER

AMERIGAS - CASPER	Balefill - Disposal & Landfill	Goods	\$148.89
AMERIGAS - CASPER	Balefill - Disposal & Landfill	Goods	\$326.99
AMERIGAS - CASPER	Balefill - Disposal & Landfill	Supplies	\$391.83
<i>AMERIGAS - CASPER - Total For Balefill - Disposal & Landfill</i>			<i>\$867.71</i>
AMERIGAS - CASPER	WWTP Operations	Propane for temp generators / short paid orig in	\$300.00
<i>AMERIGAS - CASPER - Total For WWTP Operations</i>			<i>\$300.00</i>
AMERIGAS - CASPER - ALL DEPARTMENTS			\$1,167.71

AMERI-TECH EQUIPMENT

AMERI-TECH EQUIPMENT	Refuse - Commercial	RESIDENTIAL TRASH CONTAINERS 300 GALLON	\$10,620.20
<i>AMERI-TECH EQUIPMENT - Total For Refuse - Commercial</i>			<i>\$10,620.20</i>
AMERI-TECH EQUIPMENT - ALL DEPARTMENTS			\$10,620.20

AMZN Mktp US

AMZN Mktp US	Aquatics - Pool	First Aid Supplies	\$147.05
<i>AMZN Mktp US - Total For Aquatics - Pool</i>			<i>\$147.05</i>
AMZN Mktp US	Balefill - Disposal & Landfill	SCALEHOUSE VACUUM	\$149.99

<i>AMZN Mktp US - Total For Balefill - Disposal & Landfill</i>			<i>\$149.99</i>
AMZN Mktp US	Ft. Caspar Museum	Microfiber Duster	\$8.99
<i>AMZN Mktp US - Total For Ft. Caspar Museum</i>			<i>\$8.99</i>
AMZN Mktp US	Police Administration	Label maker tape Career Services	\$57.95
<i>AMZN Mktp US - Total For Police Administration</i>			<i>\$57.95</i>
AMZN Mktp US	Police Career Services	Flash drives Career Services	\$59.96
AMZN Mktp US	Police Career Services	LED Mag Charger with Base	\$495.00
<i>AMZN Mktp US - Total For Police Career Services</i>			<i>\$554.96</i>
AMZN Mktp US - ALL DEPARTMENTS			\$918.94

APEX SHEET METAL AND

APEX SHEET METAL AND	Balefill - Disposal & Landfill	Supplies & Service	\$1,725.00
APEX SHEET METAL AND	Balefill - Disposal & Landfill	Services	\$360.00
<i>APEX SHEET METAL AND - Total For Balefill - Disposal & Landfill</i>			<i>\$2,085.00</i>
APEX SHEET METAL AND - ALL DEPARTMENTS			\$2,085.00

AT&T PREMIER EBIL

AT&T PREMIER EBIL	Metro Animal Control	TELECOMMUNICATION SERV.INCLUD. LOCAL/L.	\$301.28
<i>AT&T PREMIER EBIL - Total For Metro Animal Control</i>			<i>\$301.28</i>
AT&T PREMIER EBIL	Police Administration	TELECOMMUNICATION SERV.INCLUD. LOCAL/L.	\$7,305.84
<i>AT&T PREMIER EBIL - Total For Police Administration</i>			<i>\$7,305.84</i>
AT&T PREMIER EBIL - ALL DEPARTMENTS			\$7,607.12

ATLAS OFFICE PRODUCT

ATLAS OFFICE PRODUCT	Balefill - Disposal & Landfill	Office Supplies	\$18.68
ATLAS OFFICE PRODUCT	Balefill - Disposal & Landfill	Office Supplies	\$59.99
ATLAS OFFICE PRODUCT	Balefill - Disposal & Landfill	Office Supplies	\$11.54
<i>ATLAS OFFICE PRODUCT - Total For Balefill - Disposal & Landfill</i>			<i>\$90.21</i>
ATLAS OFFICE PRODUCT	City Attorney	COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL	\$3.76
ATLAS OFFICE PRODUCT	City Attorney	COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL	\$47.80
<i>ATLAS OFFICE PRODUCT - Total For City Attorney</i>			<i>\$51.56</i>
ATLAS OFFICE PRODUCT	Metro Animal Shelter	Office Supplies	\$234.21
ATLAS OFFICE PRODUCT	Metro Animal Shelter	Office Supplies	\$1,602.20

ATLAS OFFICE PRODUCT	Metro Animal Shelter	Office Supplies	\$1,171.05
ATLAS OFFICE PRODUCT	Metro Animal Shelter	Office Supplies	\$373.86
<i>ATLAS OFFICE PRODUCT - Total For Metro Animal Shelter</i>			<i>\$3,381.32</i>
ATLAS OFFICE PRODUCT	Planning	Supplies	\$11.69
<i>ATLAS OFFICE PRODUCT - Total For Planning</i>			<i>\$11.69</i>
ATLAS OFFICE PRODUCT	Police Administration	Office Supplies	\$183.49
ATLAS OFFICE PRODUCT	Police Administration	Office Supplies	\$535.97
ATLAS OFFICE PRODUCT	Police Administration	Office Supplies	\$182.29
ATLAS OFFICE PRODUCT	Police Administration	Office Supplies	\$230.58
ATLAS OFFICE PRODUCT	Police Administration	Office Supplies	\$93.48
<i>ATLAS OFFICE PRODUCT - Total For Police Administration</i>			<i>\$1,225.81</i>
ATLAS OFFICE PRODUCT	Police Investigations	Office Supplies	\$45.36
<i>ATLAS OFFICE PRODUCT - Total For Police Investigations</i>			<i>\$45.36</i>
ATLAS OFFICE PRODUCT	Refuse - Residential	Office Supplies	\$33.54
<i>ATLAS OFFICE PRODUCT - Total For Refuse - Residential</i>			<i>\$33.54</i>
ATLAS OFFICE PRODUCT - ALL DEPARTMENTS			\$4,839.49

ATLAS REPRODUCTION I

ATLAS REPRODUCTION I	Parks - Parks Maint.	STATIONERY,OFFICE SUPPLIES,PRINTING AND	\$75.00
ATLAS REPRODUCTION I	Parks - Parks Maint.	Vision Posters	\$105.00
<i>ATLAS REPRODUCTION I - Total For Parks - Parks Maint.</i>			<i>\$180.00</i>
ATLAS REPRODUCTION I - ALL DEPARTMENTS			\$180.00

BAILEY'S ACE HARDWAR

BAILEY'S ACE HARDWAR	Balefill - Disposal & Landfill	Supplies	\$125.25
<i>BAILEY'S ACE HARDWAR - Total For Balefill - Disposal & Landfill</i>			<i>\$125.25</i>
BAILEY'S ACE HARDWAR	Balefill - Diversion & Special	Supplies	\$31.55
<i>BAILEY'S ACE HARDWAR - Total For Balefill - Diversion & Special</i>			<i>\$31.55</i>
BAILEY'S ACE HARDWAR - ALL DEPARTMENTS			\$156.80

BARGREEN ELLINGSON

BARGREEN ELLINGSON	Metro Animal Shelter	Replacement dishwasher for Metro Shelt.	\$7,208.72
<i>BARGREEN ELLINGSON - Total For Metro Animal Shelter</i>			<i>\$7,208.72</i>

BARGREEN ELLINGSON - ALL DEPARTMENTS

\$7,208.72

BEST WESTERN FIRESTO

BEST WESTERN FIRESTO	Metro Animal Control	training in colo	\$459.95
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<i>BEST WESTERN FIRESTO - Total For Metro Animal Control</i>			\$459.95
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BEST WESTERN FIRESTO - ALL DEPARTMENTS

\$459.95

BLACK HILLS ENERGY

BLACK HILLS ENERGY	Aquatics - Operations	Acct # 7584 6122 74	\$4,882.45
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<i>BLACK HILLS ENERGY - Total For Aquatics - Operations</i>			\$4,882.45
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BLACK HILLS ENERGY	Aquatics - Pool	Acct # 9723 1947 06	\$367.14
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<i>BLACK HILLS ENERGY - Total For Aquatics - Pool</i>			\$367.14
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BLACK HILLS ENERGY	Balefill - Disposal & Landfill	Services	\$1.81
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BLACK HILLS ENERGY	Balefill - Disposal & Landfill	Services	\$29.00
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BLACK HILLS ENERGY	Balefill - Disposal & Landfill	Services	\$4,283.63
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<i>BLACK HILLS ENERGY - Total For Balefill - Disposal & Landfill</i>			\$4,314.44
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BLACK HILLS ENERGY	Buildings & Structures Fund	Acct # 8545 6521 02	\$355.24
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<i>BLACK HILLS ENERGY - Total For Buildings & Structures Fund</i>			\$355.24
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BLACK HILLS ENERGY	Cemetery	Acct # 9629 0042 60	\$200.96
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<i>BLACK HILLS ENERGY - Total For Cemetery</i>			\$200.96
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BLACK HILLS ENERGY	City Center Building	Acct # 5655 3404 55	\$560.42
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BLACK HILLS ENERGY	City Center Building	Acct # 8545 6521 02	\$188.78
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<i>BLACK HILLS ENERGY - Total For City Center Building</i>			\$749.20
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BLACK HILLS ENERGY	City Hall	Acct # 6837 4281 65	\$2,885.31
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<i>BLACK HILLS ENERGY - Total For City Hall</i>			\$2,885.31
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BLACK HILLS ENERGY	Fire-EMS Administration	Acct # 3267 4234 58	\$292.17
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BLACK HILLS ENERGY	Fire-EMS Administration	Acct # 1783 9430 41	\$1,848.06
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<i>BLACK HILLS ENERGY - Total For Fire-EMS Administration</i>			\$2,140.23
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BLACK HILLS ENERGY	Fleet Maintenance Fund	Acct # 5293 6421 13	\$2,885.79
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<i>BLACK HILLS ENERGY - Total For Fleet Maintenance Fund</i>			\$2,885.79
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BLACK HILLS ENERGY	Ft. Caspar Museum	Acct # 9861 5264 23	\$414.22
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<i>BLACK HILLS ENERGY - Total For Ft. Caspar Museum</i>			\$414.22
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BLACK HILLS ENERGY	Golf - Operations	Acct # 6566 7661 30	\$209.02
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<i>BLACK HILLS ENERGY - Total For Golf - Operations</i>			\$209.02
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BLACK HILLS ENERGY	Ice Arena - Operations	Acct # 9570 6006 61	\$2,612.51
<i>BLACK HILLS ENERGY - Total For Ice Arena - Operations</i>			<i>\$2,612.51</i>
BLACK HILLS ENERGY	Marathon Building	Acct # 8545 6521 02	\$608.41
<i>BLACK HILLS ENERGY - Total For Marathon Building</i>			<i>\$608.41</i>
BLACK HILLS ENERGY	Metro Animal Shelter	Acct # 9630 2229 58	\$1,015.03
<i>BLACK HILLS ENERGY - Total For Metro Animal Shelter</i>			<i>\$1,015.03</i>
BLACK HILLS ENERGY	Miller St. Dormitory	Acct # 8545 6521 02	\$139.29
<i>BLACK HILLS ENERGY - Total For Miller St. Dormitory</i>			<i>\$139.29</i>
BLACK HILLS ENERGY	Parks - Parks Maint.	Acct # 2076 2356 87	\$160.29
<i>BLACK HILLS ENERGY - Total For Parks - Parks Maint.</i>			<i>\$160.29</i>
BLACK HILLS ENERGY	Rec Center - Operations	Acct # 4400 2150 46	\$910.72
<i>BLACK HILLS ENERGY - Total For Rec Center - Operations</i>			<i>\$910.72</i>
BLACK HILLS ENERGY	Sewer Wastewater Collection	Acct # 6405 5357 61	\$26.71
<i>BLACK HILLS ENERGY - Total For Sewer Wastewater Collection</i>			<i>\$26.71</i>
BLACK HILLS ENERGY	Water Distribution	Acct #0295540218	\$1,191.07
<i>BLACK HILLS ENERGY - Total For Water Distribution</i>			<i>\$1,191.07</i>
BLACK HILLS ENERGY	WWTP Operations	Acct # 5541 2887 44	\$18,666.80
<i>BLACK HILLS ENERGY - Total For WWTP Operations</i>			<i>\$18,666.80</i>
BLACK HILLS ENERGY - ALL DEPARTMENTS			\$44,734.83

BLAKEMAN PROPANE

BLAKEMAN PROPANE	Balefill - Disposal & Landfill	Services	\$298.42
BLAKEMAN PROPANE	Balefill - Disposal & Landfill	Supplies	\$329.49
BLAKEMAN PROPANE	Balefill - Disposal & Landfill	Services	\$329.49
<i>BLAKEMAN PROPANE - Total For Balefill - Disposal & Landfill</i>			<i>\$957.40</i>
BLAKEMAN PROPANE - ALL DEPARTMENTS			\$957.40

BLOEDORN LUMBER

BLOEDORN LUMBER	Buildings & Structures Fund	Goods	\$25.52
<i>BLOEDORN LUMBER - Total For Buildings & Structures Fund</i>			<i>\$25.52</i>
BLOEDORN LUMBER - ALL DEPARTMENTS			\$25.52

BRENNTAG PACIFIC, IN

BRENNTAG PACIFIC, IN	Regional Water Operations	Ferric Chloride	\$10,124.40
BRENNTAG PACIFIC, IN	Regional Water Operations	Ferric Chloride	\$10,234.40
<i>BRENNTAG PACIFIC, IN - Total For Regional Water Operations</i>			<i>\$20,358.80</i>
BRENNTAG PACIFIC, IN - ALL DEPARTMENTS			\$20,358.80

CARLS JR 7526

CARLS JR 7526	Metro Animal Control	meal out of town training	\$7.75
<i>CARLS JR 7526 - Total For Metro Animal Control</i>			<i>\$7.75</i>
CARLS JR 7526 - ALL DEPARTMENTS			\$7.75

CARUS CORPORATION

CARUS CORPORATION	Regional Water Operations	Acti-Flo Polymer	\$14,364.00
<i>CARUS CORPORATION - Total For Regional Water Operations</i>			<i>\$14,364.00</i>
CARUS CORPORATION - ALL DEPARTMENTS			\$14,364.00

CASPAR BUILDING SYST

CASPAR BUILDING SYST	Balefill - Disposal & Landfill	Repairs to HVAC Duct Work at Baler Bldg Breakr	\$14,643.00
<i>CASPAR BUILDING SYST - Total For Balefill - Disposal & Landfill</i>			<i>\$14,643.00</i>
CASPAR BUILDING SYST - ALL DEPARTMENTS			\$14,643.00

CASPER ANIMAL MED CT

CASPER ANIMAL MED CT	Police Canine Operations	VETERINARY SERVICES/KEVIN	\$193.62
<i>CASPER ANIMAL MED CT - Total For Police Canine Operations</i>			<i>\$193.62</i>
CASPER ANIMAL MED CT - ALL DEPARTMENTS			\$193.62

CASPER TIRE

CASPER TIRE	Fleet Maintenance Fund	Services	\$190.00
<i>CASPER TIRE - Total For Fleet Maintenance Fund</i>			<i>\$190.00</i>
CASPER TIRE	Refuse - Commercial	Services	\$35.00
<i>CASPER TIRE - Total For Refuse - Commercial</i>			<i>\$35.00</i>
CASPER TIRE - ALL DEPARTMENTS			\$225.00

CASPER WINNELSON CO

CASPER WINNELSON CO	Capital Projects Fund	Supplies to start up locker rooms at Lansing Fiel	\$36.84
<i>CASPER WINNELSON CO - Total For Capital Projects Fund</i>			<i>\$36.84</i>
CASPER WINNELSON CO	WWTP Operations	PLUMBING Parts	\$33.47
<i>CASPER WINNELSON CO - Total For WWTP Operations</i>			<i>\$33.47</i>
CASPER WINNELSON CO - ALL DEPARTMENTS			\$70.31

CENTRAL TRUCK & DIES

CENTRAL TRUCK & DIES	Balefill - Baler Processing	Supplies	\$814.82
<i>CENTRAL TRUCK & DIES - Total For Balefill - Baler Processing</i>			<i>\$814.82</i>
CENTRAL TRUCK & DIES - ALL DEPARTMENTS			\$814.82

CENTURYLINK

CENTURYLINK	Balefill - Disposal & Landfill	Services	\$63.37
<i>CENTURYLINK - Total For Balefill - Disposal & Landfill</i>			<i>\$63.37</i>
CENTURYLINK	Municipal Court	Acct # 307-234-6291 349B	\$5.53
<i>CENTURYLINK - Total For Municipal Court</i>			<i>\$5.53</i>
CENTURYLINK	Sewer Wastewater Collection	Acct # 307-472-1129-839B	\$16.38
<i>CENTURYLINK - Total For Sewer Wastewater Collection</i>			<i>\$16.38</i>
CENTURYLINK - ALL DEPARTMENTS			\$85.28

CH2MHILL, INC.

CH2MHILL, INC.	WWTP Operations	Gems S028979-WWTP 2ndary Treat	\$11,738.02
<i>CH2MHILL, INC. - Total For WWTP Operations</i>			<i>\$11,738.02</i>
CH2MHILL, INC. - ALL DEPARTMENTS			\$11,738.02

CHARTER COMMUNICATIO

CHARTER COMMUNICATIO	Public Safety Communication Services		\$69.55
<i>CHARTER COMMUNICATIO - Total For Public Safety Communications</i>			<i>\$69.55</i>
CHARTER COMMUNICATIO - ALL DEPARTMENTS			\$69.55

CITIZEN PAYMENT

CITIZEN PAYMENT	Parks - Parks Maint.	Services	\$200.00
CITIZEN PAYMENT	Parks - Parks Maint.	Services	\$200.00
CITIZEN PAYMENT	Parks - Parks Maint.	Services	\$200.00
CITIZEN PAYMENT	Parks - Parks Maint.	Services	\$200.00
<i>CITIZEN PAYMENT - Total For Parks - Parks Maint.</i>			<i>\$800.00</i>
CITIZEN PAYMENT - ALL DEPARTMENTS			\$800.00

CITY OF CASPER

CITY OF CASPER	Metro Animal Shelter	Services	\$18.00
<i>CITY OF CASPER - Total For Metro Animal Shelter</i>			<i>\$18.00</i>
CITY OF CASPER	Metropolitan Planning Org	Services	\$6,641.05
<i>CITY OF CASPER - Total For Metropolitan Planning Org</i>			<i>\$6,641.05</i>
CITY OF CASPER	Parks - Parks Maint.	Services	\$231.00
<i>CITY OF CASPER - Total For Parks - Parks Maint.</i>			<i>\$231.00</i>
CITY OF CASPER	Rec Center - Operations	Services	\$18.00
<i>CITY OF CASPER - Total For Rec Center - Operations</i>			<i>\$18.00</i>
CITY OF CASPER	Refuse - Residential	Services	\$6,624.98
CITY OF CASPER	Refuse - Residential	Services	\$6,782.39
CITY OF CASPER	Refuse - Residential	Services	\$6,884.17
CITY OF CASPER	Refuse - Residential	Services	\$5,849.08
CITY OF CASPER	Refuse - Residential	Services	\$6,538.06
CITY OF CASPER	Refuse - Residential	Services	\$460.57
CITY OF CASPER	Refuse - Residential	Services	\$5,960.36
CITY OF CASPER	Refuse - Residential	Services	\$6,445.31
CITY OF CASPER	Refuse - Residential	Services	\$6,669.52
CITY OF CASPER	Refuse - Residential	Services	\$482.83
CITY OF CASPER	Refuse - Residential	Services	\$6,030.83
CITY OF CASPER	Refuse - Residential	Services	\$6,044.63
<i>CITY OF CASPER - Total For Refuse - Residential</i>			<i>\$64,772.73</i>
CITY OF CASPER	WWTP Operations	Services	\$156.35
CITY OF CASPER	WWTP Operations	Services	\$116.07
CITY OF CASPER	WWTP Operations	Services	\$118.19
CITY OF CASPER	WWTP Operations	Services for Sump Sludge/Honey Wagon	\$129.32

CITY OF CASPER - Total For WWTP Operations	\$519.93
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CITY OF CASPER - ALL DEPARTMENTS	\$72,200.71
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CIVIL ENGINEERING PR

CIVIL ENGINEERING PR	Engineering	Services	\$562.50
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CIVIL ENGINEERING PR - Total For Engineering	\$562.50
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CIVIL ENGINEERING PR - ALL DEPARTMENTS	\$562.50
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CMI TECO, INC.

CMI TECO, INC.	Refuse - Commercial	Repairs	\$198.55
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CMI TECO, INC. - Total For Refuse - Commercial	\$198.55
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CMI TECO, INC.	Refuse - Residential	Vehicles and wheeled equipment	108,181.07
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CMI TECO, INC.	Refuse - Residential	Repairs	\$1,506.30
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CMI TECO, INC.	Refuse - Residential	Repairs	\$937.06
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CMI TECO, INC.	Refuse - Residential	Repairs	\$2,335.91
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CMI TECO, INC. - Total For Refuse - Residential	\$112,960.34
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CMI TECO, INC. - ALL DEPARTMENTS	\$113,158.89
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COMMUNICATION TECHNO

COMMUNICATION TECHNO	Capital Projects Fund	Purchase and install equip in 6 SUVs	\$14,354.28
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COMMUNICATION TECHNO - Total For Capital Projects Fund	\$14,354.28
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COMMUNICATION TECHNO	Police Administration	Supplies	\$51.50
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COMMUNICATION TECHNO	Police Administration	Services	\$51.50
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COMMUNICATION TECHNO - Total For Police Administration	\$103.00
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COMMUNICATION TECHNO	Police Patrol	Supplies	\$51.50
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COMMUNICATION TECHNO - Total For Police Patrol	\$51.50
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COMMUNICATION TECHNO - ALL DEPARTMENTS	\$14,508.78
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COMTRONIX, INC.

COMTRONIX, INC.	Fleet Maintenance Fund	Goods & Services	\$119.76
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COMTRONIX, INC. - Total For Fleet Maintenance Fund	\$119.76
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COMTRONIX, INC. - ALL DEPARTMENTS	\$119.76
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CONVERGEONE

CONVERGEONE	Finance	Goods	\$10.00
<i>CONVERGEONE - Total For Finance</i>			<i>\$10.00</i>
CONVERGEONE	WWTP Regional Interceptors	Firewall for Burd RD	\$483.64
<i>CONVERGEONE - Total For WWTP Regional Interceptors</i>			<i>\$483.64</i>
CONVERGEONE - ALL DEPARTMENTS			\$493.64

CONVERGEONE INC

CONVERGEONE INC	City Manager	Warranty for CMO conference room phone	\$88.00
<i>CONVERGEONE INC - Total For City Manager</i>			<i>\$88.00</i>
CONVERGEONE INC - ALL DEPARTMENTS			\$88.00

Core & Main

Core & Main	Water Revenue and Transfers 1" meters & registers		\$2,665.60
<i>Core & Main - Total For Water Revenue and Transfers</i>			<i>\$2,665.60</i>
Core & Main - ALL DEPARTMENTS			\$2,665.60

CPS DISTRIBUTORS

CPS DISTRIBUTORS	Water Distribution	PVC plugs	\$15.58
CPS DISTRIBUTORS	Water Distribution	PVC adapters	\$12.93
<i>CPS DISTRIBUTORS - Total For Water Distribution</i>			<i>\$28.51</i>
CPS DISTRIBUTORS - ALL DEPARTMENTS			\$28.51

CRUM ELECTRIC SUPPLY

CRUM ELECTRIC SUPPLY	Water Tanks	Security lights & pump fuses	\$747.03
<i>CRUM ELECTRIC SUPPLY - Total For Water Tanks</i>			<i>\$747.03</i>
CRUM ELECTRIC SUPPLY - ALL DEPARTMENTS			\$747.03

DANA KEPNER COMPANY

DANA KEPNER COMPANY	Water Distribution	Repair clamps	\$314.50
<i>DANA KEPNER COMPANY - Total For Water Distribution</i>			<i>\$314.50</i>

DANA KEPNER COMPANY	Water Tanks	Chlorine	\$295.32
<i>DANA KEPNER COMPANY - Total For Water Tanks</i>			<i>\$295.32</i>
DANA KEPNER COMPANY - ALL DEPARTMENTS			\$609.82

DECKER AUTO GLASS, I

DECKER AUTO GLASS, I	Fleet Maintenance Fund	Repairs	\$95.00
DECKER AUTO GLASS, I	Fleet Maintenance Fund	Repairs	\$190.00
DECKER AUTO GLASS, I	Fleet Maintenance Fund	Services	\$512.99
DECKER AUTO GLASS, I	Fleet Maintenance Fund	Repairs	\$197.34
DECKER AUTO GLASS, I	Fleet Maintenance Fund	Services	\$267.12
DECKER AUTO GLASS, I	Fleet Maintenance Fund	Services	\$312.97
<i>DECKER AUTO GLASS, I - Total For Fleet Maintenance Fund</i>			<i>\$1,575.42</i>
DECKER AUTO GLASS, I	Refuse - Residential	REPAIR WINDSHIELD ON SIDE LOADER	\$201.39
<i>DECKER AUTO GLASS, I - Total For Refuse - Residential</i>			<i>\$201.39</i>
DECKER AUTO GLASS, I - ALL DEPARTMENTS			\$1,776.81

DEL TACO #1001

DEL TACO #1001	Metro Animal Shelter	meal out of town training	\$8.72
<i>DEL TACO #1001 - Total For Metro Animal Shelter</i>			<i>\$8.72</i>
DEL TACO #1001 - ALL DEPARTMENTS			\$8.72

DELL MARKETING LP

DELL MARKETING LP	Municipal Court	Adobe Pro Subscription	\$181.52
<i>DELL MARKETING LP - Total For Municipal Court</i>			<i>\$181.52</i>
DELL MARKETING LP	Rec Center - Sports Programs	Technology Items (computers, software, and ne	\$90.76
<i>DELL MARKETING LP - Total For Rec Center - Sports Programs</i>			<i>\$90.76</i>
DELL MARKETING LP - ALL DEPARTMENTS			\$272.28

DENNIS SUPPLY CO.

DENNIS SUPPLY CO.	Buildings & Structures Fund	Supplies	\$11.91
<i>DENNIS SUPPLY CO. - Total For Buildings & Structures Fund</i>			<i>\$11.91</i>
DENNIS SUPPLY CO. - ALL DEPARTMENTS			\$11.91

DEPT. OF FAMILY SVCS

DEPT. OF FAMILY SVCS	Aquatics - Operations	Indoor and Outdoor Pool Licenses	\$150.00
<i>DEPT. OF FAMILY SVCS - Total For Aquatics - Operations</i>			<i>\$150.00</i>
DEPT. OF FAMILY SVCS	Aquatics - Pool	Indoor and Outdoor Pool Licenses	\$400.00
<i>DEPT. OF FAMILY SVCS - Total For Aquatics - Pool</i>			<i>\$400.00</i>
DEPT. OF FAMILY SVCS - ALL DEPARTMENTS			\$550.00

DIAMOND VOGEL PAINTS

DIAMOND VOGEL PAINTS	Balefill - Disposal & Landfill	Goods	\$26.99
<i>DIAMOND VOGEL PAINTS - Total For Balefill - Disposal & Landfill</i>			<i>\$26.99</i>
DIAMOND VOGEL PAINTS - ALL DEPARTMENTS			\$26.99

DPC INDUSTRIES, INC.

DPC INDUSTRIES, INC.	Regional Water Operations	Sodium Hypochlorite	\$7,133.18
<i>DPC INDUSTRIES, INC. - Total For Regional Water Operations</i>			<i>\$7,133.18</i>
DPC INDUSTRIES, INC. - ALL DEPARTMENTS			\$7,133.18

ELDEAN INC

ELDEAN INC	Capital Projects Fund	Services	\$4,298.85
<i>ELDEAN INC - Total For Capital Projects Fund</i>			<i>\$4,298.85</i>
ELDEAN INC - ALL DEPARTMENTS			\$4,298.85

EMPLOYEE REIMBURSEME

EMPLOYEE REIMBURSEME	Balefill - Diversion & Special	Reimbursement - work clothing	\$36.74
<i>EMPLOYEE REIMBURSEME - Total For Balefill - Diversion & Special</i>			<i>\$36.74</i>
EMPLOYEE REIMBURSEME	Cemetery	Work Clothing Reimbursement	\$100.00
<i>EMPLOYEE REIMBURSEME - Total For Cemetery</i>			<i>\$100.00</i>
EMPLOYEE REIMBURSEME	Fire-EMS Training	Reimbursement - High Plains Fire Conference	\$300.00
<i>EMPLOYEE REIMBURSEME - Total For Fire-EMS Training</i>			<i>\$300.00</i>
EMPLOYEE REIMBURSEME	Fleet Maintenance Fund	Reimbursement - Tools	\$605.85
<i>EMPLOYEE REIMBURSEME - Total For Fleet Maintenance Fund</i>			<i>\$605.85</i>
EMPLOYEE REIMBURSEME	Hogadon - Operations	Reimbursement	\$100.00

<i>EMPLOYEE REIMBURSEME - Total For Hogadon - Operations</i>			\$100.00
EMPLOYEE REIMBURSEME	Regional Water Operations	Reimbursement - Clothing	\$39.84
<i>EMPLOYEE REIMBURSEME - Total For Regional Water Operations</i>			\$39.84
EMPLOYEE REIMBURSEME - ALL DEPARTMENTS			\$1,182.43

ENERGY LABORATORIES

ENERGY LABORATORIES	Regional Water Operations	Lab Test TAS	\$306.00
<i>ENERGY LABORATORIES - Total For Regional Water Operations</i>			\$306.00
ENERGY LABORATORIES - ALL DEPARTMENTS			\$306.00

ENERGY LABRATORIES I

ENERGY LABRATORIES I	Regional Water Operations	TTHM HAA5 Lab Analysis	\$2,722.00
<i>ENERGY LABRATORIES I - Total For Regional Water Operations</i>			\$2,722.00
ENERGY LABRATORIES I	Water Tanks	Services	\$396.00
ENERGY LABRATORIES I	Water Tanks	Services	\$42.00
ENERGY LABRATORIES I	Water Tanks	Services	\$294.00
ENERGY LABRATORIES I	Water Tanks	Services	\$294.00
ENERGY LABRATORIES I	Water Tanks	Services	\$84.00
ENERGY LABRATORIES I	Water Tanks	Services	\$132.00
ENERGY LABRATORIES I	Water Tanks	Services	\$42.00
ENERGY LABRATORIES I	Water Tanks	Services	\$137.00
ENERGY LABRATORIES I	Water Tanks	Services	\$374.00
ENERGY LABRATORIES I	Water Tanks	Services	\$84.00
ENERGY LABRATORIES I	Water Tanks	Services	\$42.00
ENERGY LABRATORIES I	Water Tanks	Services	\$374.00
<i>ENERGY LABRATORIES I - Total For Water Tanks</i>			\$2,295.00
ENERGY LABRATORIES I - ALL DEPARTMENTS			\$5,017.00

EREPLACEMENTPARTS.CO

EREPLACEMENTPARTS.CO	Buildings & Structures Fund	BAS Shop Supplies	\$15.09
<i>EREPLACEMENTPARTS.CO - Total For Buildings & Structures Fund</i>			\$15.09
EREPLACEMENTPARTS.CO - ALL DEPARTMENTS			\$15.09

EXPRESS SERVICES INC

EXPRESS SERVICES INC	Customer Service	TEMPORARY STAFFING FOR CUSTOMER SERVICE	\$202.56
EXPRESS SERVICES INC - Total For Customer Service			\$202.56
EXPRESS SERVICES INC - ALL DEPARTMENTS			\$202.56

FASTENAL COMPANY

FASTENAL COMPANY	Refuse - Commercial	CONTAINER SUPPLIES	\$46.85
FASTENAL COMPANY - Total For Refuse - Commercial			\$46.85
FASTENAL COMPANY	Refuse - Recycling	NUTS AND BOLTS FOR CUTTING EDGE ON LOAD	\$22.39
FASTENAL COMPANY - Total For Refuse - Recycling			\$22.39
FASTENAL COMPANY - ALL DEPARTMENTS			\$69.24

FERGUSON ENTERPRISES

FERGUSON ENTERPRISES	Regional Water Operations	Plumbing Parts	\$50.51
FERGUSON ENTERPRISES - Total For Regional Water Operations			\$50.51
FERGUSON ENTERPRISES - ALL DEPARTMENTS			\$50.51

FOREMANS QUALITY MAC

FOREMANS QUALITY MAC	Regional Water Operations	Mixer Repair	\$1,995.22
FOREMANS QUALITY MAC	Regional Water Operations	Mixer Repair	\$1,244.25
FOREMANS QUALITY MAC - Total For Regional Water Operations			\$3,239.47
FOREMANS QUALITY MAC - ALL DEPARTMENTS			\$3,239.47

GALLES GREENHOUSE AN

GALLES GREENHOUSE AN	Cemetery	FLORISTS SUPPLIES,NURSERY STOCK & FLOWER	\$76.54
GALLES GREENHOUSE AN - Total For Cemetery			\$76.54
GALLES GREENHOUSE AN - ALL DEPARTMENTS			\$76.54

GALLS, INC.

GALLS, INC.	Metro Animal Shelter	Supplies	\$186.30
GALLS, INC. - Total For Metro Animal Shelter			\$186.30

GALLS, INC.	Police Career Services	Safety Supplies	\$496.25
GALLS, INC.	Police Career Services	Supplies	\$116.96
GALLS, INC.	Police Career Services	Safety Supplies	\$125.62
GALLS, INC.	Police Career Services	Supplies	\$103.00
GALLS, INC.	Police Career Services	Supplies	\$744.15
GALLS, INC.	Police Career Services	Safety Supplies	\$119.80
GALLS, INC.	Police Career Services	Supplies	\$207.00
<i>GALLS, INC. - Total For Police Career Services</i>			<i>\$1,912.78</i>
GALLS, INC. - ALL DEPARTMENTS			\$2,099.08

GEOSYNTEC CONSULTANT

GEOSYNTEC CONSULTANT	Balefill - Disposal & Landfill	Services	\$1,589.08
GEOSYNTEC CONSULTANT	Balefill - Disposal & Landfill	Gems S028998-CRL Monitoring &	\$5,629.05
<i>GEOSYNTEC CONSULTANT - Total For Balefill - Disposal & Landfill</i>			<i>\$7,218.13</i>
GEOSYNTEC CONSULTANT - ALL DEPARTMENTS			\$7,218.13

GEOTEC INDUSTRIAL SU

GEOTEC INDUSTRIAL SU	RWS - Booster Stations	Roll straw, staples, wattles, stakes	\$1,264.33
<i>GEOTEC INDUSTRIAL SU - Total For RWS - Booster Stations</i>			<i>\$1,264.33</i>
GEOTEC INDUSTRIAL SU	Traffic Control	Delineator supplies for Country Club	\$195.70
<i>GEOTEC INDUSTRIAL SU - Total For Traffic Control</i>			<i>\$195.70</i>
GEOTEC INDUSTRIAL SU - ALL DEPARTMENTS			\$1,460.03

GLOBAL SPECTRUM L.P.

GLOBAL SPECTRUM L.P.	Ford Wyoming Center	Monthly Net Loss Funds - May 2021	\$82,909.91
<i>GLOBAL SPECTRUM L.P. - Total For Ford Wyoming Center</i>			<i>\$82,909.91</i>
GLOBAL SPECTRUM L.P. - ALL DEPARTMENTS			\$82,909.91

GO LAW ENFORCEMENT

GO LAW ENFORCEMENT	Police Career Services	GO LAW ENFORCEMENT RECRUITING FOR SR. P	\$80.00
<i>GO LAW ENFORCEMENT - Total For Police Career Services</i>			<i>\$80.00</i>
GO LAW ENFORCEMENT - ALL DEPARTMENTS			\$80.00

GOLDER ASSOCIATES

GOLDER ASSOCIATES	Balefill - Disposal & Landfill	Services	\$380.00
GOLDER ASSOCIATES	Balefill - Disposal & Landfill	Gems S028770-5-Year Closed Bal	\$4,457.77
GOLDER ASSOCIATES	Balefill - Disposal & Landfill	BALEFILL EMP/ACM UPDATES 18-04	\$687.50
GOLDER ASSOCIATES	Balefill - Disposal & Landfill	GolderWatch SCADA System For G	\$1,872.98
GOLDER ASSOCIATES	Balefill - Disposal & Landfill	SW Monitoring Ntwrk Upgrds & C	\$7,160.00
GOLDER ASSOCIATES	Balefill - Disposal & Landfill	Gems S028759-5-Year Air Emissi	\$2,552.50
<i>GOLDER ASSOCIATES - Total For Balefill - Disposal & Landfill</i>			<i>\$17,110.75</i>
GOLDER ASSOCIATES - ALL DEPARTMENTS			\$17,110.75

GOLF & SPORT SOLUTIO

GOLF & SPORT SOLUTIO	Golf - Operations	31.23 Ton USGA sand	\$1,742.64
<i>GOLF & SPORT SOLUTIO - Total For Golf - Operations</i>			<i>\$1,742.64</i>
GOLF & SPORT SOLUTIO - ALL DEPARTMENTS			\$1,742.64

GRAINGER, INC.

GRAINGER, INC.	Balefill - Disposal & Landfill	GRAINGER	\$121.32
<i>GRAINGER, INC. - Total For Balefill - Disposal & Landfill</i>			<i>\$121.32</i>
GRAINGER, INC.	Capital Projects Fund	Supplies to repair fridge at North Casper Soccer	\$29.95
<i>GRAINGER, INC. - Total For Capital Projects Fund</i>			<i>\$29.95</i>
GRAINGER, INC.	Regional Water Operations	New Intercom for Control room	\$322.23
<i>GRAINGER, INC. - Total For Regional Water Operations</i>			<i>\$322.23</i>
GRAINGER, INC. - ALL DEPARTMENTS			\$473.50

GUNNERS METERS

GUNNERS METERS	Water Meters	Meter rebuild parts	\$798.00
<i>GUNNERS METERS - Total For Water Meters</i>			<i>\$798.00</i>
GUNNERS METERS - ALL DEPARTMENTS			\$798.00

HDR ENGINEERING, INC

HDR ENGINEERING, INC	Sewer Wastewater Collection Risk and Resilience Assessment		\$2,147.50
<i>HDR ENGINEERING, INC - Total For Sewer Wastewater Collection</i>			<i>\$2,147.50</i>

HDR ENGINEERING, INC	WWTP Operations	Risk and Resilience Assessment	\$2,147.50
<i>HDR ENGINEERING, INC - Total For WWTP Operations</i>			<i>\$2,147.50</i>
HDR ENGINEERING, INC - ALL DEPARTMENTS			\$4,295.00

HENSLEY BATTERY&ELEC

HENSLEY BATTERY&ELEC	Balefill - Disposal & Landfill	BATTERY FOR FUEL TRAILER	\$89.61
<i>HENSLEY BATTERY&ELEC - Total For Balefill - Disposal & Landfill</i>			<i>\$89.61</i>
HENSLEY BATTERY&ELEC - ALL DEPARTMENTS			\$89.61

HERCULES INDUSTRIES

HERCULES INDUSTRIES	Buildings & Structures Fund	Supplies	\$704.90
HERCULES INDUSTRIES	Buildings & Structures Fund	Supplies	\$26.18
<i>HERCULES INDUSTRIES - Total For Buildings & Structures Fund</i>			<i>\$731.08</i>
HERCULES INDUSTRIES - ALL DEPARTMENTS			\$731.08

HILLHOUSE W. LTD

HILLHOUSE W. LTD	General Fund Revenue	Services	\$286.17
<i>HILLHOUSE W. LTD - Total For General Fund Revenue</i>			<i>\$286.17</i>
HILLHOUSE W. LTD - ALL DEPARTMENTS			\$286.17

HITEK COMMUNICATIONS

HITEK COMMUNICATIONS	Balefill - Baler Processing	Services	\$90.00
<i>HITEK COMMUNICATIONS - Total For Balefill - Baler Processing</i>			<i>\$90.00</i>
HITEK COMMUNICATIONS	Regional Water Operations	Services	\$135.00
<i>HITEK COMMUNICATIONS - Total For Regional Water Operations</i>			<i>\$135.00</i>
HITEK COMMUNICATIONS - ALL DEPARTMENTS			\$225.00

HLP, INC.

HLP, INC.	Metro Animal Shelter	Software	\$2,880.00
<i>HLP, INC. - Total For Metro Animal Shelter</i>			<i>\$2,880.00</i>
HLP, INC. - ALL DEPARTMENTS			\$2,880.00

HOMAX OIL SALES, INC

HOMAX OIL SALES, INC	Balefill - Baler Processing	Supplies	\$642.40
<i>HOMAX OIL SALES, INC - Total For Balefill - Baler Processing</i>			<i>\$642.40</i>
HOMAX OIL SALES, INC	Balefill - Disposal & Landfill	Supplies	\$683.66
HOMAX OIL SALES, INC	Balefill - Disposal & Landfill	Supplies	\$1,279.90
HOMAX OIL SALES, INC	Balefill - Disposal & Landfill	Supplies	\$690.40
HOMAX OIL SALES, INC	Balefill - Disposal & Landfill	Fuel	\$20,700.09
<i>HOMAX OIL SALES, INC - Total For Balefill - Disposal & Landfill</i>			<i>\$23,354.05</i>
HOMAX OIL SALES, INC	Fleet Maintenance Fund	Fuel	\$18,080.65
HOMAX OIL SALES, INC	Fleet Maintenance Fund	Fuel	\$21,389.04
HOMAX OIL SALES, INC	Fleet Maintenance Fund	Fuel	\$910.00
<i>HOMAX OIL SALES, INC - Total For Fleet Maintenance Fund</i>			<i>\$40,379.69</i>
HOMAX OIL SALES, INC	Refuse - Recycling	Goods	\$114.95
<i>HOMAX OIL SALES, INC - Total For Refuse - Recycling</i>			<i>\$114.95</i>
HOMAX OIL SALES, INC - ALL DEPARTMENTS			\$64,491.09

HONNEN EQUIPMENT CO.

HONNEN EQUIPMENT CO.	Fleet Maintenance Fund	Supplies	\$3,729.51
<i>HONNEN EQUIPMENT CO. - Total For Fleet Maintenance Fund</i>			<i>\$3,729.51</i>
HONNEN EQUIPMENT CO. - ALL DEPARTMENTS			\$3,729.51

HOSE & RUBBER SUPPLY

HOSE & RUBBER SUPPLY	Refuse - Commercial	Supplies	\$16.43
HOSE & RUBBER SUPPLY	Refuse - Commercial	Supplies	(\$16.43)
<i>HOSE & RUBBER SUPPLY - Total For Refuse - Commercial</i>			<i>\$0.00</i>
HOSE & RUBBER SUPPLY	Refuse - Residential	Supplies	\$14.67
<i>HOSE & RUBBER SUPPLY - Total For Refuse - Residential</i>			<i>\$14.67</i>
HOSE & RUBBER SUPPLY	Water Distribution	Pressure washer hose	\$12.71
HOSE & RUBBER SUPPLY	Water Distribution	Hose, washer	\$74.77
<i>HOSE & RUBBER SUPPLY - Total For Water Distribution</i>			<i>\$87.48</i>
HOSE & RUBBER SUPPLY - ALL DEPARTMENTS			\$102.15

HOWARD SUPPLY COMPAN

HOWARD SUPPLY COMPAN	Balefill - Baler Processing	BALER OPS	\$1,156.00
<i>HOWARD SUPPLY COMPAN - Total For Balefill - Baler Processing</i>			<i>\$1,156.00</i>
HOWARD SUPPLY COMPAN - ALL DEPARTMENTS			\$1,156.00

HP INC

HP INC	Capital Projects Fund	8 Getac computers, 3 BWC	\$5,478.64
HP INC	Capital Projects Fund	8 Getac computers, 3 BWC	\$22,710.08
HP INC	Capital Projects Fund	8 Getac computers, 3 BWC	\$1,590.40
HP INC	Capital Projects Fund	Animal Control G-Tac	\$4,282.04
<i>HP INC - Total For Capital Projects Fund</i>			<i>\$34,061.16</i>
HP INC - ALL DEPARTMENTS			\$34,061.16

HYDRAFLO INC

HYDRAFLO INC	Water Distribution	Hydrant parts	\$219.48
<i>HYDRAFLO INC - Total For Water Distribution</i>			<i>\$219.48</i>
HYDRAFLO INC - ALL DEPARTMENTS			\$219.48

INBERG-MILLER ENGINE

INBERG-MILLER ENGINE	Capital Projects Fund	Services	\$186.00
<i>INBERG-MILLER ENGINE - Total For Capital Projects Fund</i>			<i>\$186.00</i>
INBERG-MILLER ENGINE	Water Distribution	Services	\$527.50
<i>INBERG-MILLER ENGINE - Total For Water Distribution</i>			<i>\$527.50</i>
INBERG-MILLER ENGINE - ALL DEPARTMENTS			\$713.50

INTERMTN ENTERPRISES

INTERMTN ENTERPRISES	Hogadon - Operations	safety Equipment	\$566.06
INTERMTN ENTERPRISES	Hogadon - Operations	Safety Equipment CORRECTED AMOUNT BILLED	\$1,531.00
INTERMTN ENTERPRISES	Hogadon - Operations	CREDIT BACK TO LINE	(\$1,228.73)
INTERMTN ENTERPRISES	Hogadon - Operations	safety Equipment	\$661.81
INTERMTN ENTERPRISES	Hogadon - Operations	Safety Equipment	\$1,312.10
<i>INTERMTN ENTERPRISES - Total For Hogadon - Operations</i>			<i>\$2,842.24</i>
INTERMTN ENTERPRISES - ALL DEPARTMENTS			\$2,842.24

INTUIT, INC.

INTUIT, INC.	Aquatics - Pool	Diamond Brite for Mike Sedar Pool	\$440.11
<i>INTUIT, INC. - Total For Aquatics - Pool</i>			<i>\$440.11</i>
INTUIT, INC.	Balefill - Disposal & Landfill	FILTRATION SOCKS FOR CEMENT	\$1,125.36
<i>INTUIT, INC. - Total For Balefill - Disposal & Landfill</i>			<i>\$1,125.36</i>
INTUIT, INC.	Balefill - Diversion & Special	CROSLEY CLEANING SPECIAL WASTE VCT BREAK	\$63.40
<i>INTUIT, INC. - Total For Balefill - Diversion & Special</i>			<i>\$63.40</i>
INTUIT, INC.	Cemetery	MISCELLANEOUS PERSONAL SERVICES	\$68.00
<i>INTUIT, INC. - Total For Cemetery</i>			<i>\$68.00</i>
INTUIT, INC.	City Council	Photo Frame for Mayor	\$96.36
<i>INTUIT, INC. - Total For City Council</i>			<i>\$96.36</i>
INTUIT, INC.	Golf - Operations	8 cases Garys Green Ultra 13-2-3 w FE	\$1,856.00
<i>INTUIT, INC. - Total For Golf - Operations</i>			<i>\$1,856.00</i>
INTUIT, INC.	Hogadon - Operations	Magic Carpet Lift Parts	\$2,017.71
INTUIT, INC.	Hogadon - Operations	On hill Supplies World Cup TWO INvoices	\$996.45
<i>INTUIT, INC. - Total For Hogadon - Operations</i>			<i>\$3,014.16</i>
INTUIT, INC.	Police State Grants	Subscription	\$468.00
<i>INTUIT, INC. - Total For Police State Grants</i>			<i>\$468.00</i>
INTUIT, INC.	RWS - Booster Stations	Overhead lifting chain hoist inspection	\$282.50
<i>INTUIT, INC. - Total For RWS - Booster Stations</i>			<i>\$282.50</i>
INTUIT, INC. - ALL DEPARTMENTS			\$7,413.89

KATHRYN R LEVESQUE

KATHRYN R LEVESQUE	Police Grants Fund	Meth Conference Travel Reimbursement	\$102.80
<i>KATHRYN R LEVESQUE - Total For Police Grants Fund</i>			<i>\$102.80</i>
KATHRYN R LEVESQUE - ALL DEPARTMENTS			\$102.80

KING WAH ASIAN FOOD

KING WAH ASIAN FOOD	Metro Animal Control	buffet out of town training	\$22.75
<i>KING WAH ASIAN FOOD - Total For Metro Animal Control</i>			<i>\$22.75</i>
KING WAH ASIAN FOOD - ALL DEPARTMENTS			\$22.75

KNIFE RIVER/JTL

KNIFE RIVER/JTL	Parks - Parks Maint.	Services	\$319.39
<i>KNIFE RIVER/JTL - Total For Parks - Parks Maint.</i>			<i>\$319.39</i>
KNIFE RIVER/JTL	Streets	Goods	\$4,954.76
<i>KNIFE RIVER/JTL - Total For Streets</i>			<i>\$4,954.76</i>
KNIFE RIVER/JTL - ALL DEPARTMENTS			\$5,274.15

KNOX COMPANY

KNOX COMPANY	Buildings & Structures Fund	New Knox Box for Golf Course Clubhouse	\$459.00
<i>KNOX COMPANY - Total For Buildings & Structures Fund</i>			<i>\$459.00</i>
KNOX COMPANY - ALL DEPARTMENTS			\$459.00

KUBWATER RESOURCES,

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

KV DAVIS COUNSELING

KV DAVIS COUNSELING	Police Administration	Services	\$100.00
KV DAVIS COUNSELING	Police Administration	Services	\$100.00
KV DAVIS COUNSELING	Police Administration	Services	\$100.00
KV DAVIS COUNSELING	Police Administration	Services	\$100.00
KV DAVIS COUNSELING	Police Administration	Services	\$100.00
<i>KV DAVIS COUNSELING - Total For Police Administration</i>			<i>\$500.00</i>
KV DAVIS COUNSELING - ALL DEPARTMENTS			\$500.00

LIFEGUARD STORE

LIFEGUARD STORE	Aquatics - Concessions	Whistles and Lanyards	\$160.00
<i>LIFEGUARD STORE - Total For Aquatics - Concessions</i>			<i>\$160.00</i>
LIFEGUARD STORE	Aquatics - Pool	Whistles and Lanyards	\$146.25
<i>LIFEGUARD STORE - Total For Aquatics - Pool</i>			<i>\$146.25</i>
LIFEGUARD STORE - ALL DEPARTMENTS			\$306.25

LISA'S SPIC N SPAN

LISA'S SPIC N SPAN	Balefill - Disposal & Landfill	Services	\$750.00
LISA'S SPIC N SPAN	Balefill - Disposal & Landfill	Services	\$440.00
LISA'S SPIC N SPAN	Balefill - Disposal & Landfill	Services	\$1,040.00

<i>LISA'S SPIC N SPAN - Total For Balefill - Disposal & Landfill</i>			<i>\$2,230.00</i>
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LISA'S SPIC N SPAN - ALL DEPARTMENTS	\$2,230.00
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LUBRICATION ENGINEER

LUBRICATION ENGINEER	Refuse - Residential	Goods	\$6,518.10
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<i>LUBRICATION ENGINEER - Total For Refuse - Residential</i>			<i>\$6,518.10</i>
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LUBRICATION ENGINEER - ALL DEPARTMENTS	\$6,518.10
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MICHAELS FENCE & SUP

MICHAELS FENCE & SUP	Refuse - Residential	Supplies	\$148.59
MICHAELS FENCE & SUP	Refuse - Residential	Supplies	\$52.80
MICHAELS FENCE & SUP	Refuse - Residential	Supplies	\$81.20

<i>MICHAELS FENCE & SUP - Total For Refuse - Residential</i>			<i>\$282.59</i>
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MICHAELS FENCE & SUP - ALL DEPARTMENTS	\$282.59
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MICHAELS STORES

MICHAELS STORES	Parks - Parks Maint.	ARTIST SUPPLY STORES, CRAFT SHOPS	\$24.49
MICHAELS STORES	Parks - Parks Maint.	Frames for Vision Posters	\$166.95
MICHAELS STORES	Parks - Parks Maint.	Refund for tax	(\$175.30)
MICHAELS STORES	Parks - Parks Maint.	Purchase with tax	\$175.30

<i>MICHAELS STORES - Total For Parks - Parks Maint.</i>			<i>\$191.44</i>
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MICHAELS STORES - ALL DEPARTMENTS	\$191.44
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Monson

Monson	Buildings & Structures Fund	Services	\$6,988.30
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<i>Monson - Total For Buildings & Structures Fund</i>			<i>\$6,988.30</i>
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Monson - ALL DEPARTMENTS	\$6,988.30
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MOORE & ASSOCIATES I

MOORE & ASSOCIATES I	Metropolitan Planning Org	Transit Development Plan	\$18,213.70
<i>MOORE & ASSOCIATES I - Total For Metropolitan Planning Org</i>			<i>\$18,213.70</i>
MOORE & ASSOCIATES I - ALL DEPARTMENTS			\$18,213.70

MOUNTAIN WEST TELEPH

MOUNTAIN WEST TELEPH	Public Safety Communication Acct # 1368		\$500.00
<i>MOUNTAIN WEST TELEPH - Total For Public Safety Communications</i>			<i>\$500.00</i>
MOUNTAIN WEST TELEPH - ALL DEPARTMENTS			\$500.00

NATIVE ENERGY SOLUTI

NATIVE ENERGY SOLUTI	Balefill - Disposal & Landfill	Services	\$377.89
NATIVE ENERGY SOLUTI	Balefill - Disposal & Landfill	Landfill Equipment Building lighting	\$4,444.28
<i>NATIVE ENERGY SOLUTI - Total For Balefill - Disposal & Landfill</i>			<i>\$4,822.17</i>
NATIVE ENERGY SOLUTI	Balefill - Diversion & Special	Scale House LED lighting	\$3,542.44
<i>NATIVE ENERGY SOLUTI - Total For Balefill - Diversion & Special</i>			<i>\$3,542.44</i>
NATIVE ENERGY SOLUTI - ALL DEPARTMENTS			\$8,364.61

NATL ALLIANCE FOR DR

NATL ALLIANCE FOR DR	Police Grants Fund	Meth Conference Reimbursement	\$382.59
<i>NATL ALLIANCE FOR DR - Total For Police Grants Fund</i>			<i>\$382.59</i>
NATL ALLIANCE FOR DR - ALL DEPARTMENTS			\$382.59

NATRONA COUNTY OFFIC

NATRONA COUNTY OFFIC	Police Administration	March 2021 Prisoner Housing	\$91,126.56
NATRONA COUNTY OFFIC	Police Administration	March 2021 Juvenile Detention	\$7,500.00
<i>NATRONA COUNTY OFFIC - Total For Police Administration</i>			<i>\$98,626.56</i>
NATRONA COUNTY OFFIC	Police Investigations	Services	\$120.00
<i>NATRONA COUNTY OFFIC - Total For Police Investigations</i>			<i>\$120.00</i>
NATRONA COUNTY OFFIC - ALL DEPARTMENTS			\$98,746.56

NATURAL GROCERS CA

NATURAL GROCERS CA	City Council	Council meeting supplies	\$1.39
NATURAL GROCERS CA - Total For City Council			\$1.39
NATURAL GROCERS CA - ALL DEPARTMENTS			\$1.39

NORCO, INC.

NORCO, INC.	Balefill - Baler Processing	Supplies	\$142.53
NORCO, INC. - Total For Balefill - Baler Processing			\$142.53
NORCO, INC.	Balefill - Disposal & Landfill	Supplies	(\$20.05)
NORCO, INC. - Total For Balefill - Disposal & Landfill			(\$20.05)
NORCO, INC.	Water Meters	OXYGEN/ACETYLENE, BLUEFIRE, WHEEL, NORZO	\$98.56
NORCO, INC.	Water Meters	Oxygen sensor	\$114.81
NORCO, INC. - Total For Water Meters			\$213.37
NORCO, INC. - ALL DEPARTMENTS			\$335.85

NORTHWEST CONTRACTOR

NORTHWEST CONTRACTOR	Refuse - Residential	Supplies	\$209.86
NORTHWEST CONTRACTOR	Refuse - Residential	Tools	\$899.00
NORTHWEST CONTRACTOR - Total For Refuse - Residential			\$1,108.86
NORTHWEST CONTRACTOR - ALL DEPARTMENTS			\$1,108.86

OFFICE DEPOT

OFFICE DEPOT	Health Insurance Fund	Credit/Return of 4, 100pk Envelopes for ACA sta	(\$119.16)
OFFICE DEPOT - Total For Health Insurance Fund			(\$119.16)
OFFICE DEPOT - ALL DEPARTMENTS			(\$119.16)

ONE CALL OF WY.

ONE CALL OF WY.	Traffic Control	Services	\$105.75
ONE CALL OF WY. - Total For Traffic Control			\$105.75
ONE CALL OF WY. - ALL DEPARTMENTS			\$105.75

OVERHEAD DOOR CO

OVERHEAD DOOR CO	Balefill - Diversion & Special	Exit & Entrance Garage Door Replacement-Scale	\$17,532.00
<i>OVERHEAD DOOR CO - Total For Balefill - Diversion & Special</i>			<i>\$17,532.00</i>
OVERHEAD DOOR CO	Buildings & Structures Fund	Supplies	\$157.17
<i>OVERHEAD DOOR CO - Total For Buildings & Structures Fund</i>			<i>\$157.17</i>
OVERHEAD DOOR CO - ALL DEPARTMENTS			\$17,689.17

PACIFIC HIDE & FUR

PACIFIC HIDE & FUR	Refuse - Residential	Supplies	\$149.74
<i>PACIFIC HIDE & FUR - Total For Refuse - Residential</i>			<i>\$149.74</i>
PACIFIC HIDE & FUR - ALL DEPARTMENTS			\$149.74

PEAK GEOSOLUTIONS/ S

PEAK GEOSOLUTIONS/ S	Balefill - Disposal & Landfill	Services	\$1,500.00
<i>PEAK GEOSOLUTIONS/ S - Total For Balefill - Disposal & Landfill</i>			<i>\$1,500.00</i>
PEAK GEOSOLUTIONS/ S - ALL DEPARTMENTS			\$1,500.00

PIPELOGIX INC

PIPELOGIX INC	Sewer Wastewater Collection	Pipelogix Support Program	\$2,500.00
<i>PIPELOGIX INC - Total For Sewer Wastewater Collection</i>			<i>\$2,500.00</i>
PIPELOGIX INC - ALL DEPARTMENTS			\$2,500.00

POSTAL PROS, INC.

POSTAL PROS, INC.	Customer Service	Services	\$1,308.49
POSTAL PROS, INC.	Customer Service	Postage	\$2,971.77
POSTAL PROS, INC.	Customer Service	Postage	\$3,049.13
POSTAL PROS, INC.	Customer Service	Postage	\$3,099.66
<i>POSTAL PROS, INC. - Total For Customer Service</i>			<i>\$10,429.05</i>
POSTAL PROS, INC.	Water Revenue and Transfers	Services	\$1,050.00
<i>POSTAL PROS, INC. - Total For Water Revenue and Transfers</i>			<i>\$1,050.00</i>
POSTAL PROS, INC. - ALL DEPARTMENTS			\$11,479.05

PRO-TEC AUTO BODY

PRO-TEC AUTO BODY	Fleet Maintenance Fund	Services	\$3,183.93
PRO-TEC AUTO BODY	Fleet Maintenance Fund	Repairs	\$1,444.09
<i>PRO-TEC AUTO BODY - Total For Fleet Maintenance Fund</i>			<i>\$4,628.02</i>
PRO-TEC AUTO BODY - ALL DEPARTMENTS			\$4,628.02

QUALITY OFFICE SOLUT

QUALITY OFFICE SOLUT	Health Insurance Fund	23, 8.5x11 frames for Wellness poster project	\$65.23
<i>QUALITY OFFICE SOLUT - Total For Health Insurance Fund</i>			<i>\$65.23</i>
QUALITY OFFICE SOLUT - ALL DEPARTMENTS			\$65.23

Rocky Mountain

Rocky Mountain	Regional Water Operations	Liquid Oxygen	\$4,510.39
<i>Rocky Mountain - Total For Regional Water Operations</i>			<i>\$4,510.39</i>
Rocky Mountain	Water Distribution	Rental	\$21.47
<i>Rocky Mountain - Total For Water Distribution</i>			<i>\$21.47</i>
Rocky Mountain - ALL DEPARTMENTS			\$4,531.86

ROCKY MOUNTAIN POWER

ROCKY MOUNTAIN POWER	Balefill - Disposal & Landfill	Acct #54730761-139-2	\$459.26
ROCKY MOUNTAIN POWER	Balefill - Disposal & Landfill	Acct #54730761-090 7	\$23,039.42
<i>ROCKY MOUNTAIN POWER - Total For Balefill - Disposal & Landfill</i>			<i>\$23,498.68</i>
ROCKY MOUNTAIN POWER	Buildings & Structures Fund	Acct #54730761-089 9	\$307.83
<i>ROCKY MOUNTAIN POWER - Total For Buildings & Structures Fund</i>			<i>\$307.83</i>
ROCKY MOUNTAIN POWER	Fire-EMS Administration	Acct # 54730761-141 8	\$37.47
<i>ROCKY MOUNTAIN POWER - Total For Fire-EMS Administration</i>			<i>\$37.47</i>
ROCKY MOUNTAIN POWER	Ft. Caspar Museum	Acct # 54730761-098 0	\$507.28
<i>ROCKY MOUNTAIN POWER - Total For Ft. Caspar Museum</i>			<i>\$507.28</i>
ROCKY MOUNTAIN POWER	Parks - Special Areas	Acct # 54730761-115 2	\$118.43
<i>ROCKY MOUNTAIN POWER - Total For Parks - Special Areas</i>			<i>\$118.43</i>
ROCKY MOUNTAIN POWER	Regional Water Operations	Utilities	\$38,771.48
<i>ROCKY MOUNTAIN POWER - Total For Regional Water Operations</i>			<i>\$38,771.48</i>
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Utilities	\$11,422.07

<i>ROCKY MOUNTAIN POWER - Total For RWS - Booster Stations</i>			<i>\$11,422.07</i>
ROCKY MOUNTAIN POWER	Traffic Control	Acct # 54730761-118 6	\$97.95
ROCKY MOUNTAIN POWER	Traffic Control	Acct # 54730761-106 1	\$84,455.64
<i>ROCKY MOUNTAIN POWER - Total For Traffic Control</i>			<i>\$84,553.59</i>
ROCKY MOUNTAIN POWER	Water Tanks	Acct # 54730761-107 9	\$6,890.14
<i>ROCKY MOUNTAIN POWER - Total For Water Tanks</i>			<i>\$6,890.14</i>
ROCKY MOUNTAIN POWER - ALL DEPARTMENTS			\$166,106.97

Rooter

Rooter	Parks - Parks Maint.	Provide/Install/Service Rented	\$331.65
Rooter	Parks - Parks Maint.	Provide/Install/Service Rented	\$104.40
<i>Rooter - Total For Parks - Parks Maint.</i>			<i>\$436.05</i>
Rooter - ALL DEPARTMENTS			\$436.05

SAFETY KLEEN SYSTEMS

SAFETY KLEEN SYSTEMS	Balefill - Baler Processing	Supplies	\$600.00
<i>SAFETY KLEEN SYSTEMS - Total For Balefill - Baler Processing</i>			<i>\$600.00</i>
SAFETY KLEEN SYSTEMS	Balefill - Diversion & Special	Services	\$340.00
<i>SAFETY KLEEN SYSTEMS - Total For Balefill - Diversion & Special</i>			<i>\$340.00</i>
SAFETY KLEEN SYSTEMS - ALL DEPARTMENTS			\$940.00

SAMS CLUB #6425

SAMS CLUB #6425	Ice Arena - Concessions	CONCESSIONS	\$152.72
<i>SAMS CLUB #6425 - Total For Ice Arena - Concessions</i>			<i>\$152.72</i>
SAMS CLUB #6425	Water Meters	cleaning supplies	\$26.76
<i>SAMS CLUB #6425 - Total For Water Meters</i>			<i>\$26.76</i>
SAMS CLUB #6425 - ALL DEPARTMENTS			\$179.48

SAMSCLUB #6425

SAMSCLUB #6425	Ice Arena - Concessions	concessions	\$36.84
<i>SAMSCLUB #6425 - Total For Ice Arena - Concessions</i>			<i>\$36.84</i>
SAMSCLUB #6425 - ALL DEPARTMENTS			\$36.84

SAMSClub.COM

SAMSClub.COM	Balefill - Disposal & Landfill	BINDERS AND BATTERIES	\$51.86
SAMSClub.COM	Balefill - Disposal & Landfill	DOG BONES AND PAPER FOR SCALEHOUSE	\$58.32

<i>SAMSClub.COM - Total For Balefill - Disposal & Landfill</i>			<i>\$110.18</i>
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SAMSClub.COM - ALL DEPARTMENTS			\$110.18
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SARA E MAHONEY

SARA E MAHONEY	Police Grants Fund	Meth Conference Reimbursement	\$135.69
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<i>SARA E MAHONEY - Total For Police Grants Fund</i>			<i>\$135.69</i>
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SARA E MAHONEY - ALL DEPARTMENTS			\$135.69
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SHERWIN-WILLIAMS COR

SHERWIN-WILLIAMS COR	Balefill - Disposal & Landfill	Supplies	\$63.96
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<i>SHERWIN-WILLIAMS COR - Total For Balefill - Disposal & Landfill</i>			<i>\$63.96</i>
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SHERWIN-WILLIAMS COR	Buildings & Structures Fund	Supplies	\$15.23
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<i>SHERWIN-WILLIAMS COR - Total For Buildings & Structures Fund</i>			<i>\$15.23</i>
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SHERWIN-WILLIAMS COR - ALL DEPARTMENTS			\$79.19
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SIMPLOT T&H DEN

SIMPLOT T&H DEN	Golf - Operations	Azopro, Defoamer, Tank Cleaner, Ambient Plus,	\$1,738.00
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<i>SIMPLOT T&H DEN - Total For Golf - Operations</i>			<i>\$1,738.00</i>
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SIMPLOT T&H DEN - ALL DEPARTMENTS			\$1,738.00
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SIRCHIE FINGER PRINT

SIRCHIE FINGER PRINT	Police Investigations	Evidence supplies	\$3,166.40
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<i>SIRCHIE FINGER PRINT - Total For Police Investigations</i>			<i>\$3,166.40</i>
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SIRCHIE FINGER PRINT - ALL DEPARTMENTS			\$3,166.40
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SMITHS FOOD #4185

SMITHS FOOD #4185	Regional Water Operations	Coffee	\$39.96
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<i>SMITHS FOOD #4185 - Total For Regional Water Operations</i>			<i>\$39.96</i>
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SMITHS FOOD #4185 - ALL DEPARTMENTS

\$39.96

SOFT DR INC

SOFT DR INC	Municipal Court	Services	\$90.20
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<i>SOFT DR INC - Total For Municipal Court</i>			<i>\$90.20</i>
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SOFT DR INC - ALL DEPARTMENTS

\$90.20

SOURCE OFFICE

SOURCE OFFICE	Refuse - Residential	STATIONERY,OFFICE SUPPLIES,PRINTING AND	(\$65.18)
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<i>SOURCE OFFICE - Total For Refuse - Residential</i>			<i>(\$65.18)</i>
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SOURCE OFFICE - ALL DEPARTMENTS

(\$65.18)

SQ JOHN E REID

SQ JOHN E REID	Metro Animal Shelter	interview & interrogation ref book	\$33.60
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<i>SQ JOHN E REID - Total For Metro Animal Shelter</i>			<i>\$33.60</i>
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SQ JOHN E REID - ALL DEPARTMENTS

\$33.60

SQ MONTANA SEALS AN

SQ MONTANA SEALS AN	RWS - Booster Stations	Pump seals	\$215.32
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<i>SQ MONTANA SEALS AN - Total For RWS - Booster Stations</i>			<i>\$215.32</i>
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SQ MONTANA SEALS AN - ALL DEPARTMENTS

\$215.32

SQ PEDEN'S INC.

SQ PEDEN'S INC.	Ft. Caspar Museum	Uniform embroidery	\$15.00
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<i>SQ PEDEN'S INC. - Total For Ft. Caspar Museum</i>			<i>\$15.00</i>
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SQ PEDEN'S INC. - ALL DEPARTMENTS

\$15.00

STAPLES

STAPLES	Balefill - Diversion & Special	PLANNER FOR COMPOST AND SUPPLIES	\$25.99
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<i>STAPLES - Total For Balefill - Diversion & Special</i>			<i>\$25.99</i>
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STAPLES - ALL DEPARTMENTS	\$25.99
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STATE OF WY.

STATE OF WY.	Health Insurance Fund	March 2021 Retiree Contribution Subsidy	\$14,713.06
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<i>STATE OF WY. - Total For Health Insurance Fund</i>			<i>\$14,713.06</i>
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STATE OF WY. - ALL DEPARTMENTS	\$14,713.06
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SUPERIOR SIGNS

SUPERIOR SIGNS	Traffic Control	Rebuild cost for Welcome to Casper Jhett Johns	\$925.00
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<i>SUPERIOR SIGNS - Total For Traffic Control</i>			<i>\$925.00</i>
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SUPERIOR SIGNS - ALL DEPARTMENTS	\$925.00
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SUTHERLANDS 2219

SUTHERLANDS 2219	Water Distribution	Paint & tape	\$16.97
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<i>SUTHERLANDS 2219 - Total For Water Distribution</i>			<i>\$16.97</i>
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SUTHERLANDS 2219 - ALL DEPARTMENTS	\$16.97
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SWI, LLC

SWI, LLC	Balefill - Disposal & Landfill	Services	\$160.00
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<i>SWI, LLC - Total For Balefill - Disposal & Landfill</i>			<i>\$160.00</i>
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SWI, LLC - ALL DEPARTMENTS	\$160.00
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THATCHER CO.

THATCHER CO.	WWTP Regional Interceptors	Ferrous chloride delivery on 3/18/21	\$9,432.42
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<i>THATCHER CO. - Total For WWTP Regional Interceptors</i>			<i>\$9,432.42</i>
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THATCHER CO. - ALL DEPARTMENTS	\$9,432.42
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THE HOME DEPOT

THE HOME DEPOT	Balefill - Disposal & Landfill	Miller House Remodel Supplies	(\$39.94)
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THE HOME DEPOT	Balefill - Disposal & Landfill	Supplies for Miller House Kitchen Remodel	\$129.76
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THE HOME DEPOT	Balefill - Disposal & Landfill	Miller House Remodel Supplies	\$104.82
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THE HOME DEPOT	Balefill - Disposal & Landfill	Miller House Remodel Supplies	\$17.97
<i>THE HOME DEPOT - Total For Balefill - Disposal & Landfill</i>			<i>\$212.61</i>
THE HOME DEPOT	Hogadon - Operations	HOME SUPPLY WAREHOUSE STORES	\$176.40
<i>THE HOME DEPOT - Total For Hogadon - Operations</i>			<i>\$176.40</i>
THE HOME DEPOT	Parks - Parks Maint.	Huskey Ratchet straps for mowers	\$107.64
<i>THE HOME DEPOT - Total For Parks - Parks Maint.</i>			<i>\$107.64</i>
THE HOME DEPOT - ALL DEPARTMENTS			\$496.65

TOP OFFICE PRODUCTS

TOP OFFICE PRODUCTS	City Attorney	STATIONERY,OFFICE SUPPLIES,PRINTING AND	\$122.64
<i>TOP OFFICE PRODUCTS - Total For City Attorney</i>			<i>\$122.64</i>
TOP OFFICE PRODUCTS	Municipal Court	Office Supplies	\$69.14
<i>TOP OFFICE PRODUCTS - Total For Municipal Court</i>			<i>\$69.14</i>
TOP OFFICE PRODUCTS - ALL DEPARTMENTS			\$191.78

TOWNSQUARE MEDIA, IN

TOWNSQUARE MEDIA, IN	Hogadon - Operations	ADVERTISING SERVICES	\$1,000.00
<i>TOWNSQUARE MEDIA, IN - Total For Hogadon - Operations</i>			<i>\$1,000.00</i>
TOWNSQUARE MEDIA, IN - ALL DEPARTMENTS			\$1,000.00

TRACTOR SUPPLY CO

TRACTOR SUPPLY CO	Water Distribution	Meter trailer fenders	\$99.98
<i>TRACTOR SUPPLY CO - Total For Water Distribution</i>			<i>\$99.98</i>
TRACTOR SUPPLY CO - ALL DEPARTMENTS			\$99.98

TRANSITIONS COUNSEL

TRANSITIONS COUNSEL	Police Grants Fund	Meth Conference Reimbursement	\$125.00
<i>TRANSITIONS COUNSEL - Total For Police Grants Fund</i>			<i>\$125.00</i>
TRANSITIONS COUNSEL - ALL DEPARTMENTS			\$125.00

TRI STATE OIL RECLAI

TRI STATE OIL RECLAI	Balefill - Diversion & Special	Services	\$361.50
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TRI STATE OIL RECLAI - Total For Balefill - Diversion & Special			\$361.50
TRI STATE OIL RECLAI - ALL DEPARTMENTS			\$361.50
TRIHYDRO CORP.			
TRIHYDRO CORP.	Capital Projects Fund	GemsS028879-EPA Brownfields Ha	\$898.50
TRIHYDRO CORP.	Capital Projects Fund	GemsS028879-EPA Brownfields Ha	\$888.00
TRIHYDRO CORP.	Capital Projects Fund	GemsS028879-EPA Brownfields Ha	\$241.50
TRIHYDRO CORP.	Capital Projects Fund	GemsS028879-EPA Brownfields Ha	\$369.75
TRIHYDRO CORP. - Total For Capital Projects Fund			\$2,397.75
TRIHYDRO CORP. - ALL DEPARTMENTS			\$2,397.75
TRI-STATE TRUCK & EQ			
TRI-STATE TRUCK & EQ	Balefill - Disposal & Landfill	Rental	\$1,375.00
TRI-STATE TRUCK & EQ - Total For Balefill - Disposal & Landfill			\$1,375.00
TRI-STATE TRUCK & EQ - ALL DEPARTMENTS			\$1,375.00
TST WYOMING RIB			
TST WYOMING RIB	City Council	Lunch meeting	\$29.55
TST WYOMING RIB - Total For City Council			\$29.55
TST WYOMING RIB - ALL DEPARTMENTS			\$29.55
TYLER TECHNOLOGIES I			
TYLER TECHNOLOGIES I	Balefill - Disposal & Landfill	Gems S028911 - Tyler Conversio	\$28.00
TYLER TECHNOLOGIES I - Total For Balefill - Disposal & Landfill			\$28.00
TYLER TECHNOLOGIES I	Capital Projects Fund	Gems S028911 - Tyler Conversio	\$4,160.00
TYLER TECHNOLOGIES I	Capital Projects Fund	Gems S028911 - Tyler Conversio	\$483.00
TYLER TECHNOLOGIES I - Total For Capital Projects Fund			\$4,643.00
TYLER TECHNOLOGIES I	Refuse - Residential	Gems S028911 - Tyler Conversio	\$42.00
TYLER TECHNOLOGIES I - Total For Refuse - Residential			\$42.00
TYLER TECHNOLOGIES I	Regional Water Operations	Gems S028911 - Tyler Conversio	\$7.00
TYLER TECHNOLOGIES I - Total For Regional Water Operations			\$7.00
TYLER TECHNOLOGIES I	Sewer Wastewater Collection	Gems S028911 - Tyler Conversio	\$35.00
TYLER TECHNOLOGIES I - Total For Sewer Wastewater Collection			\$35.00

TYLER TECHNOLOGIES I	Water Distribution	Gems S028911 - Tyler Conversio	\$77.00
<i>TYLER TECHNOLOGIES I - Total For Water Distribution</i>			<i>\$77.00</i>
TYLER TECHNOLOGIES I	WWTP Operations	Gems S028911 - Tyler Conversio	\$28.00
<i>TYLER TECHNOLOGIES I - Total For WWTP Operations</i>			<i>\$28.00</i>
TYLER TECHNOLOGIES I - ALL DEPARTMENTS			\$4,860.00

UNIFORMS 2 GEAR

UNIFORMS 2 GEAR	Police Career Services	Uniforms	\$128.83
<i>UNIFORMS 2 GEAR - Total For Police Career Services</i>			<i>\$128.83</i>
UNIFORMS 2 GEAR - ALL DEPARTMENTS			\$128.83

UNION WIRELESS

UNION WIRELESS	Water Tanks	Upper Rock Creek Reservoir SCADA & Cell Phon	\$95.21
<i>UNION WIRELESS - Total For Water Tanks</i>			<i>\$95.21</i>
UNION WIRELESS - ALL DEPARTMENTS			\$95.21

UNITED 0162344464

UNITED 0162344464	Police Career Services	Training Brown	\$547.80
UNITED 0162344464	Police Career Services	Training Nunn	\$547.80
<i>UNITED 0162344464 - Total For Police Career Services</i>			<i>\$1,095.60</i>
UNITED 0162344464 - ALL DEPARTMENTS			\$1,095.60

USPS PO 5715580945

USPS PO 5715580945	City Attorney	POSTAGE STAMPS	\$7.70
<i>USPS PO 5715580945 - Total For City Attorney</i>			<i>\$7.70</i>
USPS PO 5715580945 - ALL DEPARTMENTS			\$7.70

VERIZON WIRELESS

VERIZON WIRELESS	Balefill - Disposal & Landfill	Services	\$40.01
<i>VERIZON WIRELESS - Total For Balefill - Disposal & Landfill</i>			<i>\$40.01</i>
VERIZON WIRELESS	Code Enforcement	Services	\$284.82
<i>VERIZON WIRELESS - Total For Code Enforcement</i>			<i>\$284.82</i>

VERIZON WIRELESS	Public Safety Communication	Cell Phone Service	\$160.08
<i>VERIZON WIRELESS - Total For Public Safety Communications</i>			<i>\$160.08</i>
VERIZON WIRELESS	Water Distribution	Services	\$596.46
<i>VERIZON WIRELESS - Total For Water Distribution</i>			<i>\$596.46</i>
VERIZON WIRELESS	Water Meters	Service	\$226.74
<i>VERIZON WIRELESS - Total For Water Meters</i>			<i>\$226.74</i>
VERIZON WIRELESS - ALL DEPARTMENTS			\$1,308.11

VISTAR ROCKY MOUNTAIN

VISTAR ROCKY MOUNTAIN	Ice Arena - Concessions	CONCESSIONS	\$69.88
<i>VISTAR ROCKY MOUNTAIN - Total For Ice Arena - Concessions</i>			<i>\$69.88</i>
VISTAR ROCKY MOUNTAIN - ALL DEPARTMENTS			\$69.88

VRC COMPANIES LLC

VRC COMPANIES LLC	Municipal Court	Services	\$52.50
VRC COMPANIES LLC	Municipal Court	Services	\$105.00
<i>VRC COMPANIES LLC - Total For Municipal Court</i>			<i>\$157.50</i>
VRC COMPANIES LLC - ALL DEPARTMENTS			\$157.50

VZWRLSS IVR VB

VZWRLSS IVR VB	Cemetery	TELECOMMUNICATION VERIZON CEMETERY LA	\$40.01
<i>VZWRLSS IVR VB - Total For Cemetery</i>			<i>\$40.01</i>
VZWRLSS IVR VB	Streets	Monthly charges for Streets on call and Traffic h	\$66.70
<i>VZWRLSS IVR VB - Total For Streets</i>			<i>\$66.70</i>
VZWRLSS IVR VB - ALL DEPARTMENTS			\$106.71

VZWRLSS MY VZ VB P

VZWRLSS MY VZ VB P	Golf - Operations	cellular service for irrigation ipads	\$150.00
VZWRLSS MY VZ VB P	Golf - Operations	cellular service for irrigation ipads	\$10.04
<i>VZWRLSS MY VZ VB P - Total For Golf - Operations</i>			<i>\$160.04</i>
VZWRLSS MY VZ VB P	Regional Water Operations	WTP Operator Cell Phone	\$26.69
<i>VZWRLSS MY VZ VB P - Total For Regional Water Operations</i>			<i>\$26.69</i>

VZWRLSS MY VZ VB P - ALL DEPARTMENTS

\$186.73

WAL-MART #1617

WAL-MART #1617	Balefill - Diversion & Special	KITCHEN LEMI BOOST	\$16.56
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<i>WAL-MART #1617 - Total For Balefill - Diversion & Special</i>			<i>\$16.56</i>
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WAL-MART #1617 - ALL DEPARTMENTS

\$16.56

WAYNE COLEMAN CONSTR

WAYNE COLEMAN CONSTR	Water Distribution	2020 CPU Asphalt Repair	\$13,995.00
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<i>WAYNE COLEMAN CONSTR - Total For Water Distribution</i>			<i>\$13,995.00</i>
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WAYNE COLEMAN CONSTR - ALL DEPARTMENTS

\$13,995.00

WEAR PARTS INC

WEAR PARTS INC	Water Tanks	bolts & washers for hatches	\$5.01
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<i>WEAR PARTS INC - Total For Water Tanks</i>			<i>\$5.01</i>
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WEAR PARTS INC - ALL DEPARTMENTS

\$5.01

WESTCO

WESTCO	Golf - Operations	4000 LBS for 30-0-10 duration granular fertilizer	\$1,788.00
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<i>WESTCO - Total For Golf - Operations</i>			<i>\$1,788.00</i>
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WESTCO - ALL DEPARTMENTS

\$1,788.00

WESTERN WATER CONSUL

WESTERN WATER CONSUL	Capital Projects Fund	Midwest Elm to Walnut Construc	\$3,542.00
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<i>WESTERN WATER CONSUL - Total For Capital Projects Fund</i>			<i>\$3,542.00</i>
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WESTERN WATER CONSUL - ALL DEPARTMENTS

\$3,542.00

WICKLANDER ZULAWSKI

WICKLANDER ZULAWSKI	Police Patrol	Burgen Atwood Criminal Interview entry	\$990.00
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WICKLANDER ZULAWSKI	Police Patrol	Burgen & Atwood Criminal Interview & Interrog	\$590.00
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<i>WICKLANDER ZULAWSKI - Total For Police Patrol</i>			<i>\$1,580.00</i>
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WICKLANDER ZULAWSKI - ALL DEPARTMENTS	\$1,580.00
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WILMINGTON FRA

WILMINGTON FRA	Police Career Services	Registration Nunn & Brown	\$1,990.00
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<i>WILMINGTON FRA - Total For Police Career Services</i>			<i>\$1,990.00</i>
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WILMINGTON FRA - ALL DEPARTMENTS	\$1,990.00
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WIND RIVER SEED

WIND RIVER SEED	RWS - Booster Stations	Shipping charge for seeds for Pioneer Tan drain l	\$26.83
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WIND RIVER SEED	RWS - Booster Stations	Pioneer Tank drain line seeds	\$904.17
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<i>WIND RIVER SEED - Total For RWS - Booster Stations</i>			<i>\$931.00</i>
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WIND RIVER SEED - ALL DEPARTMENTS	\$931.00
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WLC ENGINEERING - SU

WLC ENGINEERING - SU	Capital Projects Fund	Services	\$3,102.00
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WLC ENGINEERING - SU	Capital Projects Fund	Design & CA for Morad Park to	\$737.75
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<i>WLC ENGINEERING - SU - Total For Capital Projects Fund</i>			<i>\$3,839.75</i>
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WLC ENGINEERING - SU - ALL DEPARTMENTS	\$3,839.75
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WM SUPERCENTER

WM SUPERCENTER	Metro Animal Control	food for out of town training	\$22.45
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<i>WM SUPERCENTER - Total For Metro Animal Control</i>			<i>\$22.45</i>
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WM SUPERCENTER - ALL DEPARTMENTS	\$22.45
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WY. DEPT. OF TRANSP

WY. DEPT. OF TRANSP	Capital Projects Fund	Gems S028919 - I-25 & Casper m	\$25.97
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WY. DEPT. OF TRANSP	Capital Projects Fund	Decorative Lighting, Street Tr	\$34.11
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WY. DEPT. OF TRANSP	Capital Projects Fund	Gems S028958-Poplar St bridge/	\$32.56
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WY. DEPT. OF TRANSP	Capital Projects Fund	Gems S028919 - I-25 & Casper m	\$58.74
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<i>WY. DEPT. OF TRANSP - Total For Capital Projects Fund</i>			<i>\$151.38</i>
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WY. DEPT. OF TRANSP - ALL DEPARTMENTS	\$151.38
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WY. MACHINERY CO.

WY. MACHINERY CO.	Fleet Maintenance Fund	Services	\$916.66
WY. MACHINERY CO. - Total For Fleet Maintenance Fund			\$916.66
WY. MACHINERY CO. - ALL DEPARTMENTS			\$916.66

WYOMING STEEL & RECY

WYOMING STEEL & RECY	Refuse - Recycling	Services	\$1,300.00
WYOMING STEEL & RECY - Total For Refuse - Recycling			\$1,300.00
WYOMING STEEL & RECY - ALL DEPARTMENTS			\$1,300.00

WYOMING STEEL RECYCL

WYOMING STEEL RECYCL	Water Meters	Square tubing for street keys	\$66.00
WYOMING STEEL RECYCL - Total For Water Meters			\$66.00
WYOMING STEEL RECYCL - ALL DEPARTMENTS			\$66.00

XEROX CORPORATION

XEROX CORPORATION	Engineering	Supplies	\$38.96
XEROX CORPORATION - Total For Engineering			\$38.96
XEROX CORPORATION - ALL DEPARTMENTS			\$38.96

CITYWIDE BILLS AND CLAIMS TOTAL \$1,091,935.21

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

SUBMITTED BY (Finance Dir) _____ DATE _____

DULY AUDITED BY (City Manager) _____ DATE _____

APPROVED BY (Mayor) _____ DATE _____


CITY of CASPER, WYOMING
BILLS and CLAIMS ADDENDUM
Council Meeting
05/04/21

Additional Accounts Payable

<u>04/16/21</u>	Prewrits - Travel Reimbursement & Payroll Vendors	
	American Heritage Life	4,610.45
	Continental American Insurance	719.98
	Tom Pitlick	70.00
	Wy Retirement - City	253,131.42
	Wy Retirement - Fire	137,032.26
	Wy Retirement - Police	113,321.32
		<hr/>
		508,885.43
<u>04/22/21</u>	Prewrits - Travel Reimbursement, Customer Refunds, Short Payments & Petty Cash	
	Comtronix	55.89
	Monson Janitorial	20.00
	Sarah Boyle	213.50
	Petty Cash - Muni Court	585.00
	Petty Cash - Fort Caspar	133.39
	Petty Cash - Engineering	285.00
	Craig Burns	34.75
	Robert Bridgewater	176.07
	Valerie Cordova	877.67
		<hr/>
		2,381.27
<u>04/23/21</u>	Bank of America (P-card payment to meet minimum)	
		67,078.23
<u>04/27/21</u>	Bank of America (P-card payment to meet minimum)	
		40,966.70
		<hr/>
		108,044.93
		<hr/>
		0.00
Total Additional AP		<hr/>
		\$ 619,311.63

April 21, 2021

MEMO TO: J. Carter Napier, City Manager 

FROM: Liz Becher, Community Development Director 

SUBJECT: Establish Public Hearing for Consideration of an Ordinance approving a zone change of proposed Lot 3, Methodist Church Addition MBA (currently described as a portion of Lot 1, Methodist Church Addition), from R-1 (Residential Estate) to C-2 (General Business)

Meeting Type & Date:

Regular Council Meeting, May 4, 2021

Action Type:

Minute action, establishing date of public hearing

Recommendation:

That Council, by minute action, establish May 18, 2021 as the date of public hearing for consideration of an Ordinance approving a zone change of the property described above from R-1 (Residential Estate) to C-2 (General Business).

Summary:

Application has been received for a requested zoning classification change of a vacant lot located at the southwest corner of East 15th Street and Wyoming Boulevard, from zoning classification R-1 (Residential Estate) to zoning classification C-2 (General Business). Surrounding land uses in the area include residential and commercial, and two City water tanks directly abutting the subject property on the west. Existing zoning adjacent to the subject property is as follows:

- North – R-1 (Residential Estate);
- South – R-1 (Residential Estate);
- East – C-2 (General Business);
- West – PUD (Planned Unit Development).

The reason given by the applicant for the requested zone change is to allow for the development of commercial uses similar to those in the area. The applicant has not yet developed a site plan for the property, pending the outcome of the zone change request.

Section 17.12.170 of the Casper Municipal Code requires that staff review zoning applications in the context of the approved Comprehensive Land Use Plan, and provide a recommendation to the Planning and Zoning Commission and City Council as to how the zone change is either supported, or not supported. The Generation Casper Comprehensive Plan provides a Future Land Use Plan (FLU), which is found in Chapter Four (4), on Page 4-26. The FLU is an illustrative map that identifies the physical distribution of land uses, and forms the basis for future zoning and land use regulations. The subject property is located in an area along East 15th Street

designated as an “Employment Mixed Use Center.” Page 4-34 of the Plan provides general characteristics of areas designated as employment mixed use centers, which typically include a variety of regional, job-creating, civic, and medical uses with integrated essential services. A rezone of the property to C-2 (General Business) would be in keeping with the land uses envisioned under “employment mixed use centers.”

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

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

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

The Planning and Zoning Commission voted to support the vacation and replat after a public hearing on April 15, 2021. There was one (1) letter of opposition submitted prior to the hearing.

Financial Considerations:

Not applicable

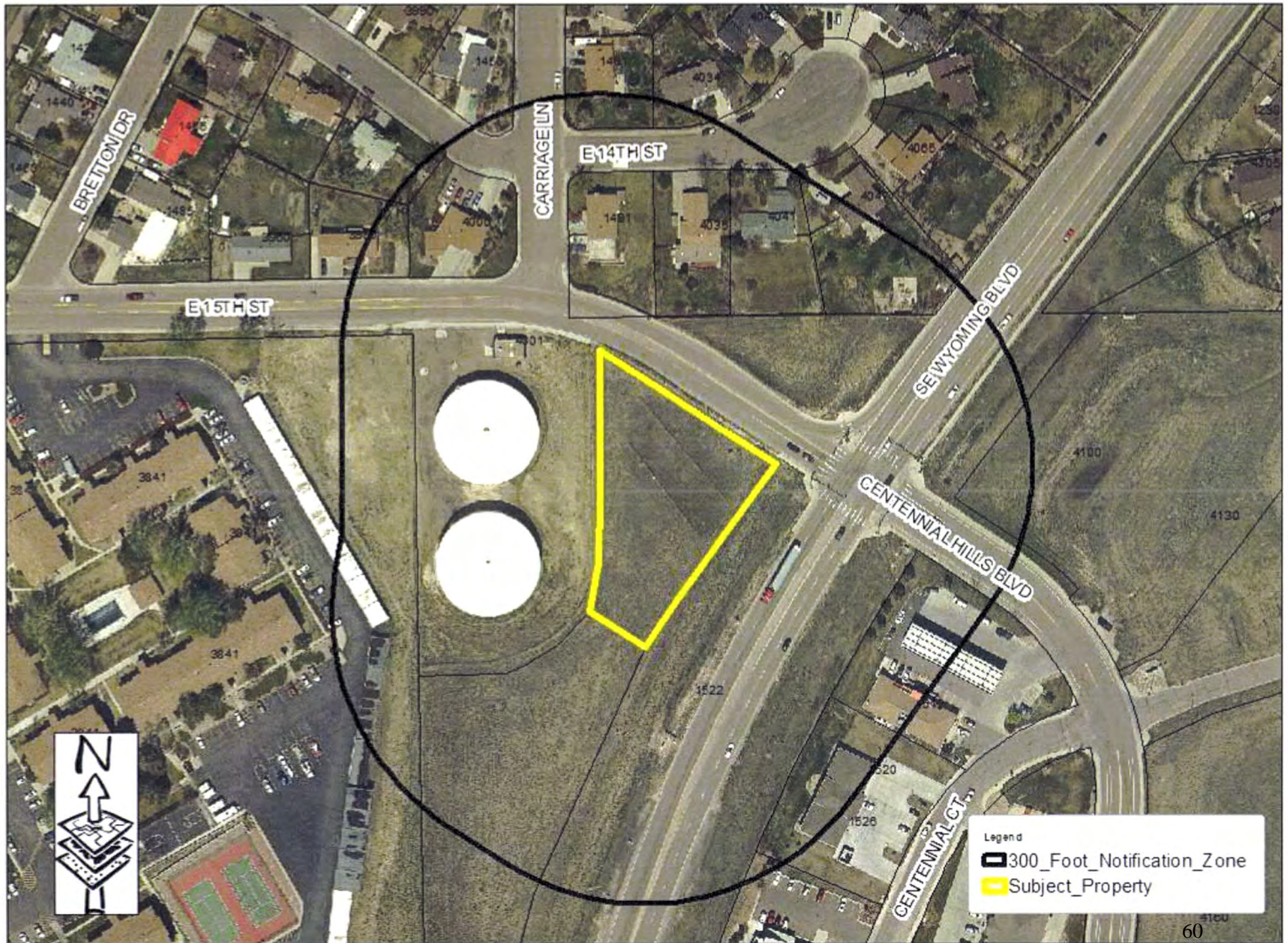
Oversight/Project Responsibility:

Community Development Department – Planning Division


Attachments:


Location Map

Proposed Lot 3, Methodist Church Addition - Rezoning



April 21, 2021

MEMO TO: J. Carter Napier, City Manager 

FROM: Liz Becher, Community Development Director 

SUBJECT: Public Hearing for Consideration of an Ordinance approving a vacation and replat creating the Harmony Hills Addition No. 3 Subdivision

Meeting Type & Date:

Regular Council Meeting, May 4, 2021

Action Type:

First reading on Ordinance, and Public Hearing

Recommendation:

That Council, by Ordinance, approve the vacation and replat creating the Harmony Hills Addition No. 3 Subdivision.

Summary:

Harmony Development, LLC has applied for a vacation and replat creating the Harmony Hills Addition No. 3. The subject property is Zoned R-2 (One Unit Residential) and is a platted, but undeveloped, residential subdivision located generally north of Goodstein Drive, and south of Wyoming Boulevard.

The purpose of the vacation and replat is to vacate the platted lots, blocks, and streets in the area, and to return the area to a single tract. The impetus for the request is the recent increase in property taxes, and as a single tract, the property owner will save significant carrying costs for the property. The applicant has provided easement releases for all formerly platted street right-of-ways that are being vacated, and is providing temporary turnaround easements at the dead ends of both South Walnut Street and Harmony Road.

The Planning and Zoning Commission voted to support the vacation and replat after a public hearing on March 18, 2021. There were no public comments either for or against the case.

Financial Considerations:

Not applicable

Oversight/Project Responsibility:

Community Development Department – Planning Division

Attachments:

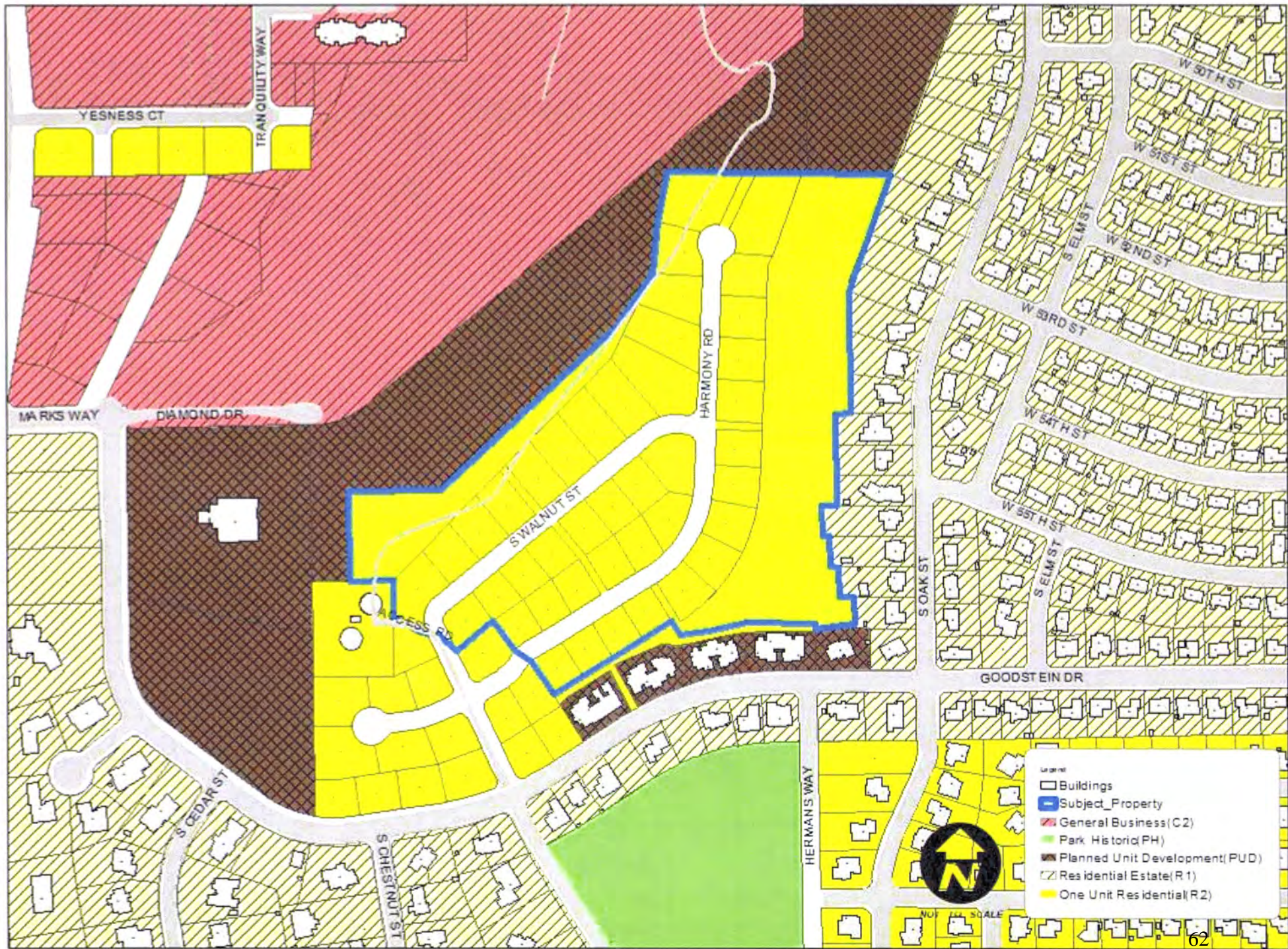
Location Map

Aerial Map

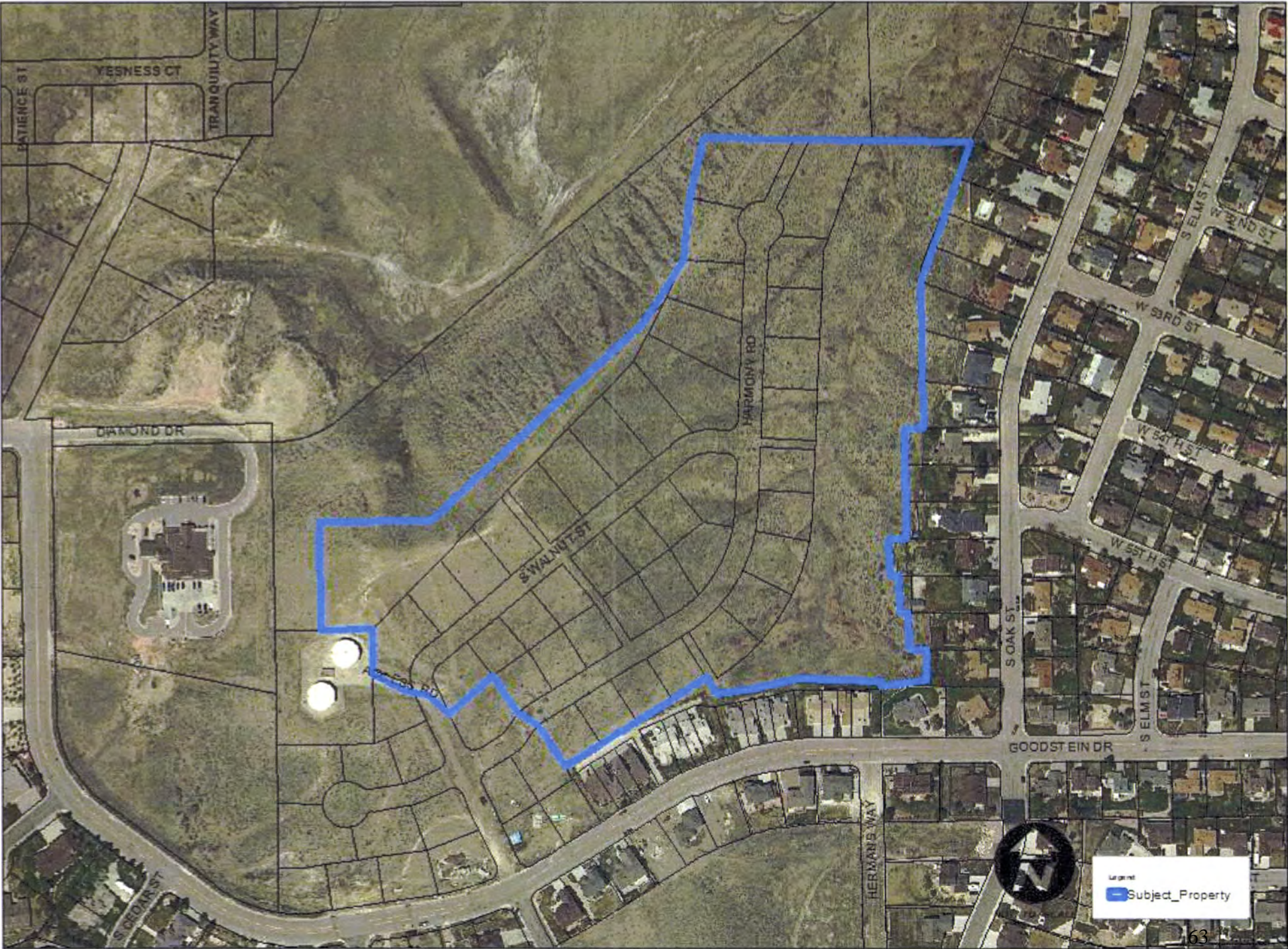
Plat

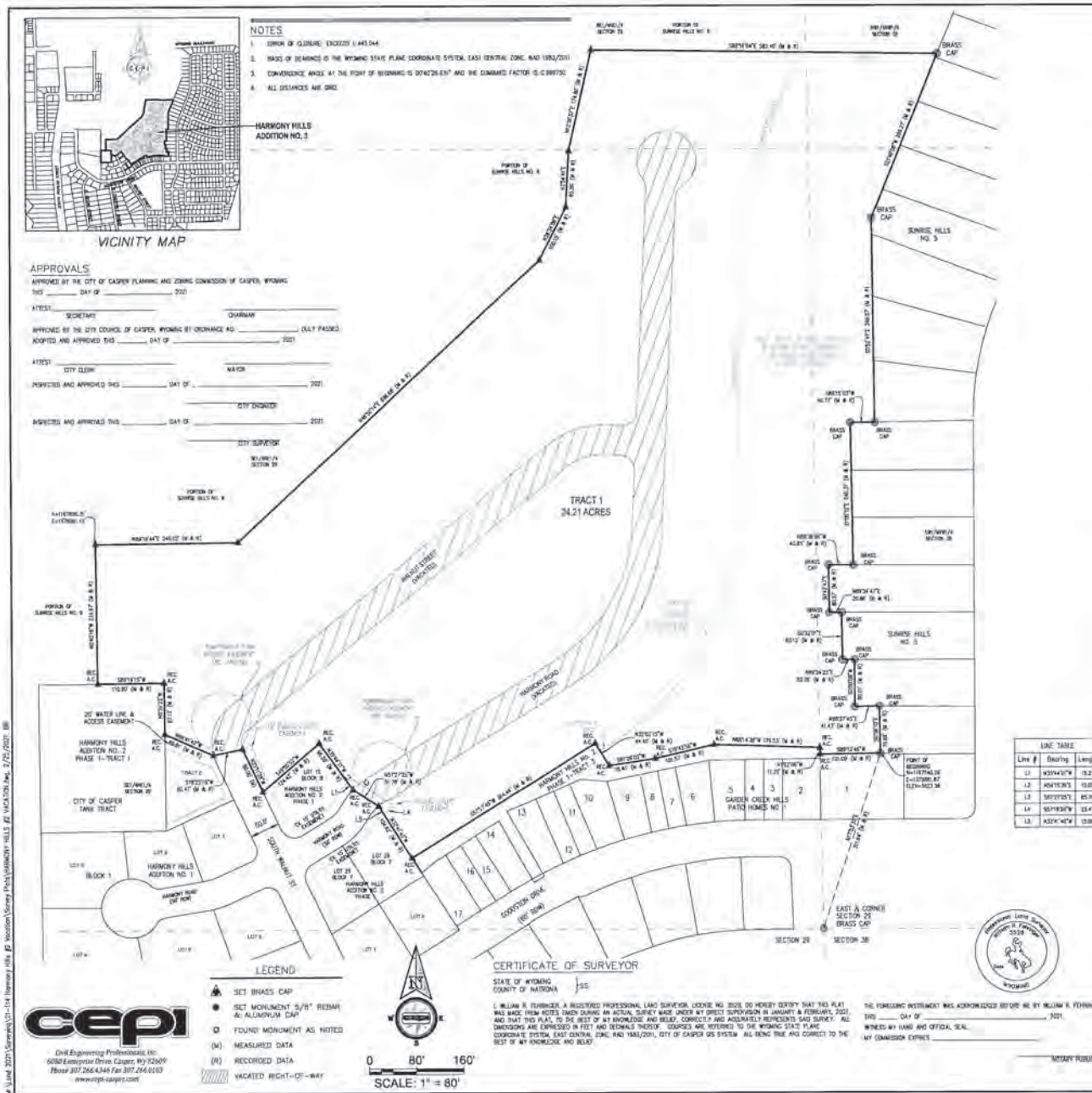
Ordinance

Harmony Hills Addition No. 3 (vacation & replat)



Harmony Hills Addition No. 3 (vacation & replat)





CERTIFICATE OF DEDICATION

STATE OF WYOMING
COUNTY OF NATRONA

THE UNDERSIGNED, HARMONY DEVELOPMENT, LLC, DOES HEREBY CERTIFY THAT THEY ARE THE OWNERS AND PROPRIETORS OF A PARCEL OF LAND SITUATE WITHIN THE TOWNSHIP OF SECTION 28 AND THE CORNERS OF SECTION 28, T.33N., R.79W., 6TH P.M., NATRONA COUNTY, WYOMING, BEING A VACATION AND REPLAT OF LOTS 1 - 27, BLOCK 7, LOTS 1 - 14, BLOCK 8, TRACTS 4 AND 5, AND PORTIONS OF WALNUT STREET AND HARMONY HILLS ADDITION NO. 3, PHASE 1, RECORDS 65, INSTRUMENT NO. 895523, TO THE CITY OF CASPER, WYOMING, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 28, MONUMENTED BY A BRASS CAP;

THENCE NORTH 75° 15' 00" E, A DISTANCE OF 311.64 FEET TO THE SOUTHEAST CORNER OF HARMONY HILLS ADDITION NO. 3, PHASE 1, MONUMENTED BY A BRASS CAP AND BEING THE POINT OF BEGINNING;

THENCE SOUTHWEST 1/4" ALONG THE SOUTH LINE OF SAID ADDITION AND THE NORTH LINE OF LOT 1, GARDEN CREEK HILLS PATIO HOMES NO. 1, A DISTANCE OF 15.00 FEET TO A POINT LOCATED ON THE SECTION LINE CORNER TO SAID SECTIONS 28 AND 29;

THENCE NORTH 75° 15' 00" E, ALONG THE EAST LINE OF TRACT 5, HARMONY HILLS ADDITION NO. 2, PHASE 1, A DISTANCE OF 11.25 FEET TO THE NORTHEAST CORNER OF SAID TRACT 5, MONUMENTED BY A BRASS CAP;

THENCE NORTH 75° 15' 00" E, ALONG THE SOUTH LINE OF THE PARCEL AND THE NORTH LINE OF SAID TRACT 5, A DISTANCE OF 179.23 FEET TO A POINT MONUMENTED BY A BRASS CAP;

THENCE SOUTHWEST 1/4" ALONG THE SOUTH LINE OF THE PARCEL AND THE NORTH LINE OF SAID TRACT 5, A DISTANCE OF 102.51 FEET TO A POINT MONUMENTED BY A BRASS CAP;

THENCE SOUTH 75° 15' 00" E, ALONG THE SOUTH LINE OF THE PARCEL AND THE NORTH LINE OF SAID TRACT 5, A DISTANCE OF 78.41 FEET TO A POINT MONUMENTED BY A BRASS CAP;

THENCE NORTH 75° 15' 00" E, ALONG THE WESTERN LINE OF THE PARCEL AND THE EASTERN LINE OF SAID TRACT 5, A DISTANCE OF 14.43 FEET TO A POINT MONUMENTED BY A BRASS CAP;

THENCE SOUTHWEST 1/4" ALONG THE SOUTHERLY LINE OF THE PARCEL AND THE NORTHERLY LINE OF SAID TRACT 5, A DISTANCE OF 264.44 FEET TO THE NORTHWESTERLY CORNER OF SAID TRACT 5, LOCATED ON THE LINE OF LOT 28, BLOCK 7, HARMONY HILLS ADDITION NO. 3, PHASE 1, MONUMENTED BY A BRASS CAP;

THENCE NORTH 75° 15' 00" E, ALONG THE WEST LINE OF THE PARCEL AND THE EAST LINE OF SAID LOT 28, A DISTANCE OF 156.63 FEET TO THE NORTHEAST CORNER OF SAID LOT 28, MONUMENTED BY A BRASS CAP;

THENCE NORTH 75° 15' 00" E, ACROSS HARMONY ROAD, A DISTANCE OF 51.18 FEET TO THE SOUTHEAST CORNER OF LOT 15, BLOCK 8, HARMONY HILLS ADDITION NO. 2, PHASE 1, MONUMENTED BY A BRASS CAP;

THENCE NORTH 75° 15' 00" E, ALONG THE WEST LINE OF THE PARCEL AND THE EAST LINE OF LOT 15, BLOCK 8, HARMONY HILLS ADDITION NO. 2, PHASE 1, A DISTANCE OF 165.51 FEET TO THE NORTHEAST CORNER OF SAID LOT 15, MONUMENTED BY A BRASS CAP;

THENCE SOUTHWEST 1/4" ALONG THE SOUTH LINE OF THE PARCEL AND THE NORTHERLY LINE OF SAID LOT 15, A DISTANCE OF 130.42 FEET TO THE NORTHWEST CORNER OF SAID LOT 15, LOCATED ON THE EAST LINE OF SOUTH WALNUT STREET, MONUMENTED BY A BRASS CAP;

THENCE NORTH 75° 15' 00" E, ALONG THE WEST LINE OF THE PARCEL AND THE EAST LINE OF SOUTH WALNUT STREET, A DISTANCE OF 80.00 FEET TO A POINT MONUMENTED BY A BRASS CAP;

THENCE NORTH 75° 15' 00" E, ACROSS SOUTH WALNUT STREET, A DISTANCE OF 52.47 FEET TO THE NORTHEAST CORNER OF TRACT 2, HARMONY HILLS ADDITION NO. 2 - (PHASE 1), MONUMENTED BY A BRASS CAP;

THENCE NORTH 75° 15' 00" E, ALONG THE SOUTHERLY LINE OF THE PARCEL AND THE NORTHERLY LINE OF SAID TRACT 2, A DISTANCE OF 38.80 FEET TO THE SOUTHWEST CORNER OF THE PARCEL AND THE NORTHEAST CORNER OF SAID TRACT 2, MONUMENTED BY A BRASS CAP;

THENCE NORTH 75° 15' 00" E, ALONG THE WEST LINE OF THE PARCEL AND THE EAST LINE OF TRACT 1, HARMONY HILLS ADDITION NO. 3, PHASE 1, A DISTANCE OF 87.62 FEET TO THE NORTHEAST CORNER OF SAID TRACT 1, MONUMENTED BY A BRASS CAP;

THENCE NORTH 75° 15' 00" E, ALONG THE SOUTH LINE OF THE PARCEL AND THE NORTH LINE OF SAID TRACT 1, A DISTANCE OF 115.90 FEET TO THE SOUTHWEST CORNER OF THE PARCEL, MONUMENTED BY A BRASS CAP;

THENCE NORTH 75° 15' 00" E, ALONG THE WEST LINE OF THE PARCEL, A DISTANCE OF 134.61 FEET TO THE NORTHWEST CORNER OF THE PARCEL, MONUMENTED BY A BRASS CAP;

THENCE NORTH 75° 15' 00" E, ALONG THE NORTH LINE OF THE PARCEL, A DISTANCE OF 240.02 FEET TO AN ANGLE POINT, MONUMENTED BY A BRASS CAP;

THENCE NORTH 75° 15' 00" E, ALONG THE NORTHWESTERLY LINE OF THE PARCEL, A DISTANCE OF 88.88 FEET TO AN ANGLE POINT, MONUMENTED BY A BRASS CAP;

THENCE NORTH 75° 15' 00" E, ALONG THE WESTERN LINE OF THE PARCEL, A DISTANCE OF 79.03 FEET TO AN ANGLE POINT, MONUMENTED BY A BRASS CAP;

THENCE NORTH 75° 15' 00" E, ALONG THE WESTERN LINE OF THE PARCEL, A DISTANCE OF 85.59 FEET TO AN ANGLE POINT, MONUMENTED BY A BRASS CAP;

THENCE NORTH 75° 15' 00" E, ALONG THE WESTERN LINE OF THE PARCEL, A DISTANCE OF 114.00 FEET TO THE NORTHWEST CORNER OF THE PARCEL, MONUMENTED BY A BRASS CAP;

THENCE NORTH 75° 15' 00" E, ALONG THE NORTH LINE OF THE PARCEL, A DISTANCE OF 382.40 FEET TO THE NORTHEAST CORNER OF THE PARCEL, LOCATED ON THE WEST LINE OF GARDEN CREEK HILLS PATIO HOMES NO. 1, MONUMENTED BY A BRASS CAP;

THENCE NORTH 75° 15' 00" E, ALONG THE WEST LINE OF GARDEN CREEK HILLS PATIO HOMES NO. 1, A DISTANCE OF 290.27 FEET TO A POINT MONUMENTED BY A BRASS CAP;

THENCE NORTH 75° 15' 00" E, ALONG THE WEST LINE OF GARDEN CREEK HILLS PATIO HOMES NO. 1, A DISTANCE OF 24.00 FEET TO A POINT MONUMENTED BY A BRASS CAP;

THENCE NORTH 75° 15' 00" E, ALONG THE WEST LINE OF GARDEN CREEK HILLS PATIO HOMES NO. 1, A DISTANCE OF 40.77 FEET TO A POINT MONUMENTED BY A BRASS CAP;

THENCE NORTH 75° 15' 00" E, ALONG THE WEST LINE OF GARDEN CREEK HILLS PATIO HOMES NO. 1, A DISTANCE OF 240.31 FEET TO A POINT MONUMENTED BY A BRASS CAP;

THENCE NORTH 75° 15' 00" E, ALONG THE WEST LINE OF GARDEN CREEK HILLS PATIO HOMES NO. 1, A DISTANCE OF 40.81 FEET TO A POINT MONUMENTED BY A BRASS CAP;

THENCE NORTH 75° 15' 00" E, ALONG THE WEST LINE OF GARDEN CREEK HILLS PATIO HOMES NO. 1, A DISTANCE OF 80.51 FEET TO A POINT MONUMENTED BY A BRASS CAP;

THENCE NORTH 75° 15' 00" E, ALONG THE WEST LINE OF GARDEN CREEK HILLS PATIO HOMES NO. 1, A DISTANCE OF 50.96 FEET TO A POINT MONUMENTED BY A BRASS CAP;

THENCE NORTH 75° 15' 00" E, ALONG THE WEST LINE OF GARDEN CREEK HILLS PATIO HOMES NO. 1, A DISTANCE OF 80.12 FEET TO A POINT MONUMENTED BY A BRASS CAP;

THENCE NORTH 75° 15' 00" E, ALONG THE WEST LINE OF GARDEN CREEK HILLS PATIO HOMES NO. 1, A DISTANCE OF 35.26 FEET TO A POINT MONUMENTED BY A BRASS CAP;

THENCE NORTH 75° 15' 00" E, ALONG THE WEST LINE OF GARDEN CREEK HILLS PATIO HOMES NO. 1, A DISTANCE OF 80.01 FEET TO A POINT MONUMENTED BY A BRASS CAP;

THENCE NORTH 75° 15' 00" E, ALONG THE WEST LINE OF GARDEN CREEK HILLS PATIO HOMES NO. 1, A DISTANCE OF 41.43 FEET TO A POINT MONUMENTED BY A BRASS CAP;

THENCE NORTH 75° 15' 00" E, ALONG THE WEST LINE OF GARDEN CREEK HILLS PATIO HOMES NO. 1, A DISTANCE OF 78.48 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL, CONTAINS 24.21 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY AND ALL EASEMENTS, RESERVATIONS, AND ENCUMBRANCES WHICH HAVE BEEN LEGALLY ACQUIRED.

THE TRACT OF LAND, AS IT APPEARS ON THIS PLAN, IS DEDICATED WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS. THE NAME OF THE SUBDIVISION SHALL BE "HARMONY HILLS ADDITION NO. 3," AND THE OWNERS HEREBY GRANTS TO THE CITY OF CASPER, A SINGULAR EXEMPT AS SHOWN ON THIS PLAN, THE OWNERS HEREBY GRANTS TO THE PUBLIC AND PRIVATE UTILITY COMPANIES AN EASEMENT AND LICENSE TO LOCATE, CONSTRUCT, USE AND MAINTAIN CONDUITS, LINES, WELLS AND PIPES, ANY AND ALL THERE UNDER AND ALONG THE STRIPS OF LAND MARKED "PUBLIC UTILITY EASEMENT" AND "TO PUBLIC UTILITY EASEMENT" AS SHOWN ON THIS PLAN. THE AREAS OF HARMONY HILLS ADDITION NO. 3, PHASE 1, AS SHOWN HEREON AND HEREBY VACATED BY VIRTUE OF THIS PLATING, ALL OTHER ROADS AND STREETS AS SHOWN HEREON HAVE BEEN PREVIOUSLY DEDICATED TO THE USE OF THE PUBLIC.

HARMONY DEVELOPMENT, LLC
P.O. BOX 1170
CASPER, WYOMING 82402

USA SURGEON - PRESIDENT

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY USA SURGEON, PRESIDENT OF HARMONY DEVELOPMENT, LLC, THIS ____ DAY OF _____, 2021.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

VACATION & REPLAT OF LOTS 1 - 27, BLOCK 7, LOTS 1 - 14, BLOCK 8, TRACTS 4 AND 5 AND PORTIONS OF WALNUT STREET AND HARMONY HILLS ADDITION NO. 2, PHASE 1 AS

HARMONY HILLS ADDITION NO. 3

AN ADDITION TO THE CITY OF CASPER, WYOMING BEING A PORTION OF THE TOWNSHIP OF SECTION 28 AND THE CORNERS OF SECTION 28 T.33N., R.79W., 6TH P.M. NATRONA COUNTY WYOMING

FEBRUARY, 2021

W.G. #21-114

cepi
Civil Engineering Professionals
6004 Enterprise Drive, Casper, WY 82409
Phone 307.266.4346 Fax 307.266.4103
www.cepi-wy.com

**HARMONY HILLS ADDITION NO. 3
RATIFICATION AGREEMENT**

This Ratification Agreement ("Agreement") is made and entered into this 23rd day of April, 2021, by and between the following parties:

1. The City of Casper of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").
2. Harmony Development, LLC, PO Box 1176, Casper, Wyoming 82602 ("Owner").

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

RECITALS

- A. Whenever the Public Services Director, City Engineer, Community Development Director, or other City official is mentioned in this Agreement, it shall be deemed to include their designees.
- B. Owner has applied for a vacation and replat of Lots 1-27, Block 7; Lots 1-14, Block 8, Tracts 4 and 5, and portions of Walnut Street and Harmony Road, Harmony Hills Addition No. 2, Phase 1, to create the Harmony Hills Addition No. 3 .
- C. A plat of Harmony Hills Addition No. 3 ("Addition") has been prepared by the Owner, and approved by the City of Casper, and shall be signed and recorded at the Natrona County Clerk's Office concurrently with this Agreement.
- D. Instead of executing a new Subdivision Agreement, the parties agree to leave in place the requirements of the previous Subdivision Agreements and amendments that apply to the property.

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

SECTION 1 – INCORPORATION OF RECITALS

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

SECTION 2 – RATIFICATION OF PREVIOUS AGREEMENTS

Owner and City agree to keep in place and apply the following documents to Harmony Hills Addition No. 3:

- 1) First Amendment to the Harmony Hills Addition No. 2 – Phase 1 Subdivision Agreement, the Harmony Hills Addition No. 2, Phase 2 Subdivision Agreement and the Harmony Hills Retail Lots 1-6, Harmony Hills Addition No. 2 Phase 2 Site plan Agreement, dated January 6, 2017 (Instrument # 1027183);
- 2) Harmony Hills Addition No. 2, Phase 1, recorded in the office of the Natrona County Clerk on July 22, 2015 as Instrument No. 996234.

SECTION 3 – GENERAL PROVISIONS

- a. Successors and Assigns: The terms and conditions of this Agreement shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, successors, assigns, and grantees and shall bind and run with the real property that is the subject matter of this Agreement. The Owner shall not assign this Agreement or otherwise sub-contract its duties and responsibilities as set forth in this Agreement without the prior written consent of the City.
- b. Wyoming Governmental Claims Act: The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Sections 1-39-101, *et seq.* The City specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- c. Governing Law and Venue: This Agreement, its interpretation and enforcement shall be governed and construed in accordance with the laws of the State of Wyoming. Any litigation regarding this Agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.
- d. Complete Agreement: This Agreement shall constitute the entire understanding and agreement of the parties, and supersedes any prior negotiations, discussions or understandings.
- e. Amendment: No amendment or modification of the terms of this Agreement shall be valid or enforceable unless made in writing and executed by all parties hereto.
- f. Waiver: Failure on the part of either party to enforce any provision of this Agreement, or the waiver thereof, in any instance, shall not be construed

as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.

- g. No Third-Party Beneficiary Rights: The parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.
- h. Severability: If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid, illegal or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.
- i. Notices: Notices required or permitted to be given by a Party to the others must be in writing and either delivered in person or sent to the address shown below (or such subsequent address as may be designated by either party in writing) by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Harmony Development, LLC
PO Box 1176,
Casper, Wyoming 82602

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

- j. Headings: The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation thereof.
- k. Survival: All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment, completion and acceptance of the services and termination or completion of the Agreement.

- l. Copies: This Agreement may be executed in more than one copy, each copy of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement.
- m. Authority: Each individual executing this Agreement for and on behalf of their principals hereby state that they have the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and intended hereby. Owner further states that it is authorized to transact business in the State of Wyoming, properly registered and not delinquent with the Secretary of State.
- n. Term: At the time the Owner files for a permit to construct, the then applicable code provisions shall apply for the life of the permit or under an extension that is approved by the Public Services Director. If the Owner fails to file for a permit to construct at the time of platting, all applicable provisions of the Code that have changed since the execution of this Agreement shall be required of the Owner at the time of permit application, and the City at its sole discretion may require a new Subdivision Agreement and/or the replatting of property. Provided, however, Code amendments pertaining to the health and safety of the public shall be complied with by the Owner during the term of this Agreement, regardless of the validity of the permit to construct.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

WITNESS:

By: [Signature]

Printed Name: Taste Ross

Title: _____

OWNER

Harmony Development, LLC

By: [Signature]

Printed Name: Lisa A. Budge

Title: Managing Member

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this _____ day of _____, 2021, by Steven K. Freel, as the Mayor of the City of Casper.

(Seal, if any)

(Signature of notarial officer)

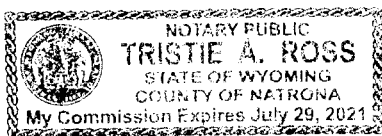
Title (and Rank)

[My Commission Expires: _____]

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 23rd day of April, 2021, by Lisa A. Burridge as the Managing Member of Harmony Development, LLC.

(Seal, if any)



[Signature]
(Signature of notarial officer)

notary public
Title (and Rank)

[My Commission Expires: 7-29-21]

ORDINANCE NO. 12-21

AN ORDINANCE APPROVING THE VACATION AND
REPLAT CREATING HARMONY HILLS ADDITION NO. 3,
AND APPROVING THE SUBDIVISION RATIFICATION
AGREEMENT

WHEREAS, Harmony Development, LLC has applied to vacate and replat Lots 1-27, Block 7; Lots 1-14, Block 8, Tracts 4 and 5, and portions of Walnut Street and Harmony Road, Harmony Hills Addition No. 2, Phase 1, to create the Harmony Hills Addition No. 3 Subdivision; and,

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

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

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

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

SECTION 1:

That the vacation and replat creating the Harmony Hills Addition No. 3 Subdivision is hereby approved.

SECTION 2:

All previous Subdivision Agreements, including Amendments, which pertain to areas inclusive of the Harmony Hills Addition No. 3, as listed herein, are hereby ratified, and shall remain in full force and effect, for Harmony Hills Addition No. 3.

- 1) First Amendment to the Harmony Hills Addition No. 2 – Phase I Subdivision Agreement, the Harmony Hills Addition No. 2, Phase 2 Subdivision Agreement and the Harmony Hills Retail Lots 1-6, Harmony Hills Addition No. 2 Phase 2 Site plan Agreement, dated January 6, 2017 (Instrument # 1027183);

- 2) Harmony Hills Addition No. 2, Phase 1, recorded in the office of the Natrona County Clerk on July 22, 2015 as Instrument No. 996234.

SECTION 3:

The Subdivision Ratification Agreement is hereby approved, and the Mayor is hereby authorized to execute, and the City Clerk to attest said Agreement.

SECTION 4:

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

PASSED on 1st reading the ____ day of _____, 2021.

PASSED on 2nd reading the ____ day of _____, 2021.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the ____ day of _____, 2021.

APPROVED AS TO FORM:



ATTEST:

Fleur Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Steven K. Freel
Mayor

April 21, 2021

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

FROM: Liz Becher, Community Development Director *LB*

SUBJECT: Public Hearing for Consideration of an Ordinance approving a vacation and replat creating the Kensington Heights Addition No. 3 Subdivision

Meeting Type & Date:

Regular Council Meeting, May 4, 2021

Action Type:

First reading on Ordinance, and Public Hearing

Recommendation:

That Council, by Ordinance, approve the vacation and replat creating the Kensington Heights Addition No. 3 Subdivision.

Summary:

Kensington Heights Development, LLC has applied for a vacation and replat creating Kensington Heights Addition No. 3. The subject property is zoned R-2 (One Unit Residential), and was originally part of the Centennial Hills Village PUD (Planned Unit Development). In the spring of 2020, both the Planning and Zoning Commission and the City Council approved a rezone of fifty-three (53) acres in the former PUD (Planned Unit Development), including the subject area now under consideration, to R-2 (One Unit Residential). The proposed subdivision (Kensington Heights Addition No. 3) is creating twenty-five (25) new single-family residential lots along the north side of Country Club Road as part of the developer's phase buildout of the area. All proposed lots exceed the City's minimum lot size requirement of 4,000 square feet. Multiple points of access to the area have been provided for public safety and redundancy.

The Planning and Zoning Commission voted to support the vacation and replat after a public hearing on March 18, 2021. There were no public comments either for or against the case.

Financial Considerations:

Not applicable

Oversight/Project Responsibility:

Community Development Department – Planning Division

Attachments:

Location Map

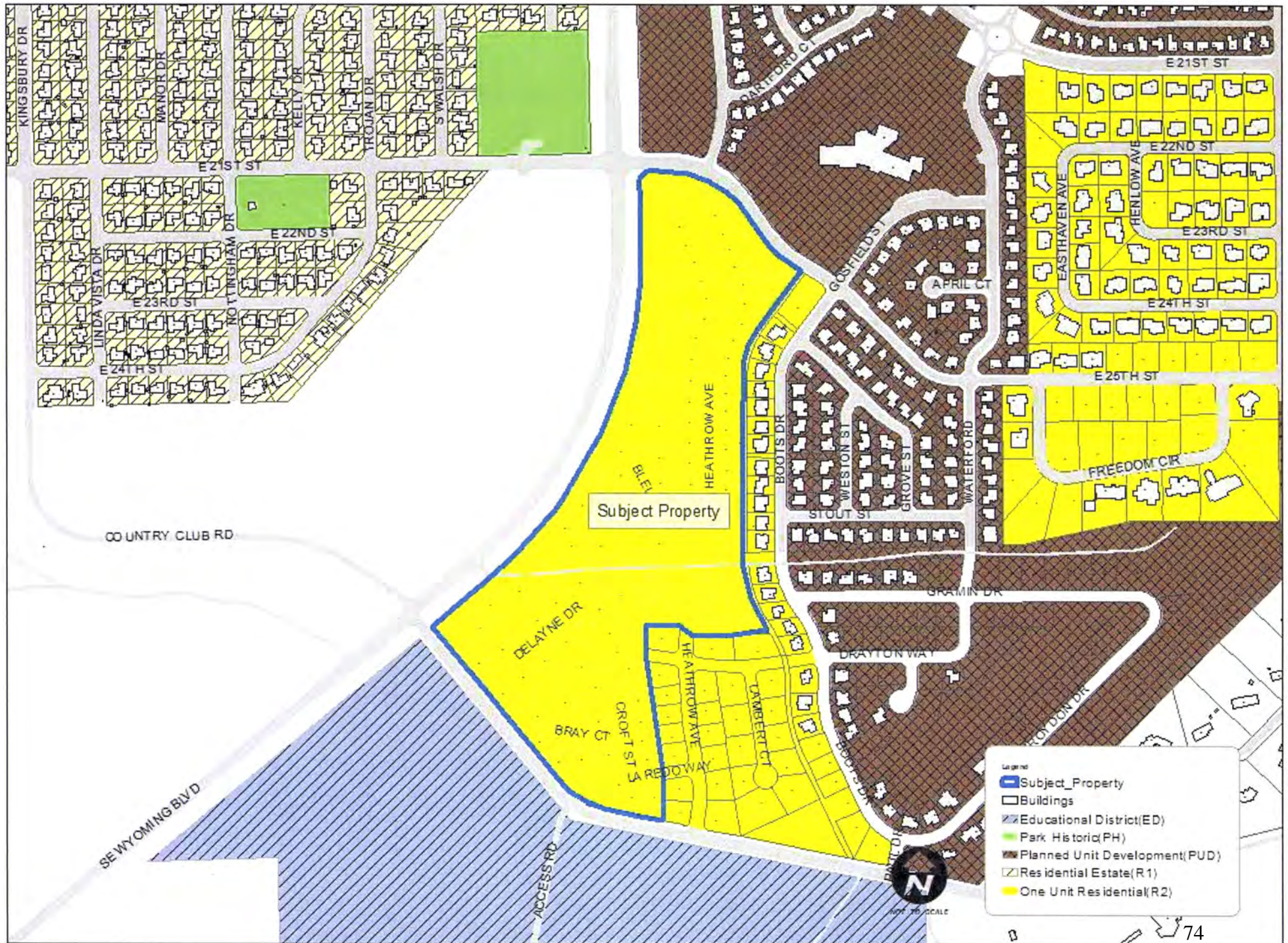
Aerial Map

Plat

Subdivision Agreement

Ordinance

Proposed Kensington Heights Addition No. 3



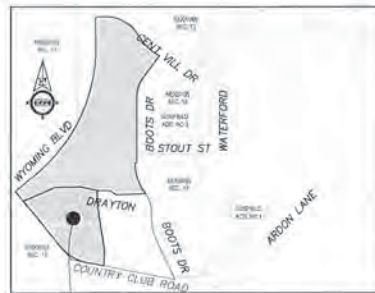
Proposed Kensington Heights Addition No. 3



CURVE TABLE				
CURVE #	RADIUS	ARC LENGTH	LENGTH	CHORD BEARING
C231	85.00	30.66	70°16'37"	S49°57'36"E
C236	975.00	92.96	57°07'04"	S71°01'15"E
C238	1025.00	78.90	4°22'38"	N67°23'04"W
C239	25.00	42.12	97°56'00"	N49°23'43"E
C240	25.00	59.69	116°02'54"	S41°43'38"W
C241	25.00	31.10	72°28'38"	N67°24'36"W
C242	25.00	30.64	47°17'59"	S38°54'18"E
C243	30.00	44.26	58°43'07"	S38°11'47"E
C244	30.00	39.90	42°52'47"	S57°47'43"W
C245	30.00	39.90	45°15'47"	S57°53'30"W
C246	30.00	64.70	74°11'33"	N68°12'47"W
C247	30.00	53.17	60°55'41"	N72°03'47"E
C248	25.00	21.41	49°43'02"	N67°16'33"E
C249	25.00	39.59	80°43'23"	S57°47'59"W
C250	650.00	110.60	8°46'31"	S58°24'33"W
C251	25.00	28.87	87°53'22"	N72°24'33"W
C252	470.00	46.52	57°17'10"	S57°25'25"W
C253	670.00	110.24	12°01'18"	N49°23'18"W
C254	408.88	94.50	12°56'36"	S48°32'38"E
C255	470.00	110.55	13°43'56"	N52°42'16"W
C256	478.88	122.27	20°43'54"	S48°55'45"E

CURVE TABLE				
CURVE #	RADIUS	ARC LENGTH	LENGTH	CHORD BEARING
C257	470.00	110.55	13°50'26"	N77°03'32"W
C258	478.88	94.50	5°37'27"	S77°03'28"E
C259	470.00	94.70	17°03'17"	N67°23'19"W
C260	470.00	100.56	12°12'31"	S67°18'18"W
C261	400.00	94.00	12°49'24"	N67°25'17"E
C262	400.00	121.36	17°22'36"	N77°16'34"W
C263	400.00	131.33	17°54'25"	S47°28'48"E
C264	400.00	128.93	17°32'28"	S47°54'37"E
C265	400.00	39.10	57°03'17"	S38°03'17"E
C266	25.00	46.70	87°56'12"	S57°11'06"W
C267	550.00	119.70	9°56'04"	S75°07'24"W
C268	550.00	124.90	11°00'38"	S85°05'44"W
C269	700.00	84.80	6°54'01"	N78°24'13"E
C270	700.00	91.70	7°30'22"	N65°26'03"E
C271	25.00	27.35	88°03'02"	S67°27'34"E
C272	700.00	88.45	5°26'21"	N72°14'05"E
C273	25.00	31.54	88°02'25"	N78°33'03"E
C274	700.00	84.26	5°15'25"	S68°08'24"E
C275	700.00	84.30	8°15'40"	N63°02'24"E
C276	25.00	38.90	88°17'44"	S67°13'18"E

KENSINGTON HEIGHTS ADDITION NO. 3



APPROVALS

APPROVED BY THE CITY OF CASPER PLANNING AND ZONING COMMISSION OF CASPER, WYOMING
 THIS _____ DAY OF _____, 2021

ATTEST: _____ CHAIRMAN

APPROVED BY THE CITY CLERK OF CASPER, WYOMING BY RESOLUTION NO. _____
 ADOPTED AND APPROVED THIS _____ DAY OF _____, 2021

ATTEST: _____ MAYOR

RESPECTED AND APPROVED THIS _____ DAY OF _____, 2021

ATTEST: _____ CITY CLERK

RESPECTED AND APPROVED THIS _____ DAY OF _____, 2021

ATTEST: _____ CITY SUPERVISOR

CERTIFICATE OF SURVEYOR

STATE OF WYOMING _____
 COUNTY OF NATRONA _____

I, WILLIAM R. FERNANDEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSE NO. 5518, DO HEREBY CERTIFY THAT THIS PLAN WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE UNDER MY DIRECT SUPERVISION ON NOVEMBER 10, 2020 TO JANUARY 1, 2021, AND THAT THIS PLAN, TO THE BEST OF MY KNOWLEDGE AND BELIEF, CORRECTLY AND ACCURATELY REPRESENTS SAID SURVEY. ALL DIMENSIONS ARE EXPRESSED IN FEET AND DECIMALS THEREOF, ALL BEING TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

THE FOLLOWING STATEMENT WAS ACKNOWLEDGED BEFORE ME BY WILLIAM R. FERNANDEZ:
 THIS _____ DAY OF _____, 2021
 WITNESSED BY HAND AND OFFICIAL SEAL.
 MY COMMISSION EXPIRES _____

NOTARY PUBLIC

KENSINGTON HEIGHTS DEVELOPMENT, LLC
 401 SOUTH CENTER ST., SUITE 101
 CASPER, WYOMING 82401

FOR PURPOSES OF RECORDING

THE FOLLOWING STATEMENT WAS ACKNOWLEDGED BEFORE ME BY LISA BARRICK, MANAGING MEMBER OF KENSINGTON HEIGHTS DEVELOPMENT, LLC THIS _____ DAY OF _____, 2021

WITNESSED BY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

CERTIFICATE OF DEDICATION

STATE OF WYOMING _____
 COUNTY OF NATRONA _____

THE UNDERSIGNED KENSINGTON HEIGHTS DEVELOPMENT, LLC, DOES HEREBY CERTIFY THAT THEY ARE THE OWNERS AND PROPRIETORS OF THE FOLLOWING DESCRIBED PARCELS OF LAND CURRENTLY KNOWN AS TRACT 1, KENSINGTON HEIGHTS ADDITION NO. 1, INTERESTED JUNE 15, 2020 AS INSTRUMENT NO. 105241, LOCATED IN THE SW/4 CORNER OF SECTION 13, T.33N., R.79W., 6TH P.M., NATRONA COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCED AT THE CENTER 1/4 CORNER OF SAID SECTION 13, MONUMENTED BY 8 BRASS COPS;

THENCE SOUTH 1/4", A DISTANCE OF 325.34 FEET TO THE NORTHEAST CORNER OF SAID TRACT 1, ALSO BEING THE NORTHEAST CORNER OF TRACT 5, KENSINGTON HEIGHTS ADDITION NO. 1, SAID POINT BEING LOCATED ON THE SOUTH LINE OF CENTENNIAL VILLAGE DRIVE, BEING THE POINT OF BEGINNING, MONUMENTED BY A BRASS CAP;

THENCE SOUTHEAST 1/4", ALONG THE EAST LINE OF THE PARCEL AND THE WESTERN LINE OF SAID TRACT 5, A DISTANCE OF 279.25 FEET TO A POINT OF CURVATURE, MONUMENTED BY A BRASS CAP;

THENCE CONTINUING ALONG THE EAST LINE OF THE PARCEL AND THE WESTERN LINE OF SAID TRACT 5, AND ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 250.00 FEET, THROUGH A CENTRAL ANGLE OF 107°04', AN ARC DISTANCE OF 245.50 FEET, SAID CURVE HAVING A CHORD BEARING OF S75°26'30"W AND A CHORD DISTANCE OF 241.30 FEET TO THE END OF CURVE, MONUMENTED BY A BRASS CAP;

THENCE SOUTHWEST 1/4", ALONG THE EAST LINE OF THE PARCEL AND THE WESTERN LINE OF SAID TRACT 5, A DISTANCE OF 707.87 FEET TO A POINT OF CURVATURE, SAID POINT BEING LOCATED ON THE NORTH LINE OF A 100' FOOT CURVE, AND SAID POINT BEING A POINT OF BEGINNING, MONUMENTED BY A BRASS CAP;

THENCE ALONG THE EAST LINE OF THE PARCEL AND THE WESTERN LINE OF SAID TRACT 5, A DISTANCE OF 100' FEET TO THE LEFT HAVING A RADIUS OF 500.00 FEET, THROUGH A CENTRAL ANGLE OF 30°30', AN ARC DISTANCE OF 341.31 FEET, SAID CURVE HAVING A CHORD BEARING OF S75°26'30"W AND A CHORD DISTANCE OF 335.44 FEET TO A POINT OF CURVATURE, MONUMENTED BY A BRASS CAP;

THENCE ALONG THE EAST LINE OF THE PARCEL AND THE WESTERN LINE OF SAID TRACT 5, AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 250.00 FEET, THROUGH A CENTRAL ANGLE OF 107°04', AN ARC DISTANCE OF 245.50 FEET, SAID CURVE HAVING A CHORD BEARING OF S75°26'30"W AND A CHORD DISTANCE OF 241.30 FEET TO THE SOUTHEAST CORNER OF THE PARCEL, ALSO BEING THE NORTHEAST CORNER OF LOT 2, BLOCK 5, KENSINGTON HEIGHTS ADDITION NO. 1, MONUMENTED BY A BRASS CAP;

THENCE SOUTHWEST 1/4", ALONG THE SOUTH LINE OF THE PARCEL AND THE NORTH LINE OF SAID BLOCK 5, A DISTANCE OF 312.28 FEET TO THE NORTHEAST CORNER OF SAID BLOCK 5, LOCATED ON THE EAST 1/4 CORNER OF WATKINS AVENUE, MONUMENTED BY A BRASS CAP;

THENCE NORTHWEST 1/4", ALONG THE SOUTH LINE OF THE PARCEL AND ACROSS WATKINS AVENUE, A DISTANCE OF 17.00 FEET TO A POINT BEING THE NORTHEAST CORNER OF LOT 1, BLOCK 4, KENSINGTON HEIGHTS ADDITION NO. 1, LOCATED ON THE WEST LINE OF WATKINS AVENUE, MONUMENTED BY A BRASS CAP;

THENCE WEST 1/4", ALONG THE SOUTH LINE OF THE PARCEL AND THE NORTH LINE OF SAID LOT 1, BLOCK 4, A DISTANCE OF 141.13 FEET TO THE NORTHEAST CORNER OF SAID LOT 1, MONUMENTED BY A BRASS CAP;

THENCE SOUTHWEST 1/4", ALONG THE EAST LINE OF THE PARCEL AND THE WEST LINE OF SAID LOT 1 AND ACROSS DRAYTON WAY, A DISTANCE OF 105.10 FEET TO THE NORTHEAST CORNER OF LOT 5, BLOCK 3, LOCATED ON THE SOUTH LINE OF DRAYTON WAY, MONUMENTED BY A BRASS CAP;

THENCE SOUTHWEST 1/4", ALONG THE EAST LINE OF THE PARCEL AND THE WEST LINE OF BLOCK 3, KENSINGTON HEIGHTS ADDITION NO. 1, A DISTANCE OF 484.07 FEET TO THE NORTHEAST CORNER OF LOT 3, BLOCK 2, KENSINGTON HEIGHTS ADDITION NO. 1, LOCATED ON THE SOUTH LINE OF LARSON WAY, MONUMENTED BY A BRASS CAP;

THENCE SOUTHWEST 1/4", ALONG THE EAST LINE OF THE PARCEL AND THE WEST LINE OF SAID BLOCK 2, A DISTANCE OF 188.64 FEET TO THE SOUTHEAST CORNER OF THE PARCEL AND THE SOUTHWEST CORNER OF LOT 1, KENSINGTON HEIGHTS ADDITION NO. 1, LOCATED ON THE NORTH LINE OF COUNTRY CLUB ROAD, MONUMENTED BY A BRASS CAP;

THENCE NORTHWEST 1/4", ALONG THE SOUTH LINE OF THE PARCEL AND THE NORTH LINE OF COUNTRY CLUB ROAD, A DISTANCE OF 205.08 FEET TO A POINT OF CURVATURE, MONUMENTED BY A BRASS CAP;

THENCE ALONG THE SOUTH LINE OF THE PARCEL AND THE NORTH LINE OF COUNTRY CLUB ROAD, AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 484.07 FEET, THROUGH A CENTRAL ANGLE OF 107°04', AN ARC DISTANCE OF 281.62 FEET, SAID CURVE HAVING A CHORD BEARING OF S75°26'30"W AND A CHORD DISTANCE OF 282.28 FEET TO THE END OF CURVE, MONUMENTED BY A BRASS CAP;

THENCE NORTHWEST 1/4", ALONG THE SOUTH LINE OF THE PARCEL AND THE NORTH LINE OF COUNTRY CLUB ROAD, A DISTANCE OF 180.17 FEET TO THE NORTHEAST CORNER OF THE PARCEL, MONUMENTED BY A BRASS CAP;

THENCE SOUTHWEST 1/4", ALONG THE WESTERN LINE OF THE PARCEL AND THE EASTERN RIGHT-OF-WAY LINE OF WYOMING BOULEVARD, A DISTANCE OF 301.18 FEET TO A POINT OF CURVATURE, MONUMENTED BY A BRASS CAP;

THENCE CONTINUING ALONG THE WESTERN LINE OF THE PARCEL AND SAID SOUTHERLY RIGHT-OF-WAY LINE, AND ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1731.02 FEET, THROUGH A CENTRAL ANGLE OF 31°47', AN ARC DISTANCE OF 101.18 FEET, SAID CURVE HAVING A CHORD BEARING OF N49°23'18"E AND A CHORD DISTANCE OF 101.44 FEET TO A POINT ON THE CURVE, MONUMENTED BY A WYOMING DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MONUMENT;

THENCE CONTINUING ALONG THE WESTERN LINE OF THE PARCEL AND SAID SOUTHERLY RIGHT-OF-WAY LINE, AND ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1731.02 FEET, THROUGH A CENTRAL ANGLE OF 17°32', AN ARC DISTANCE OF 160.51 FEET, SAID CURVE HAVING A CHORD BEARING OF N49°23'18"E AND A CHORD DISTANCE OF 160.51 FEET TO THE END OF CURVE, MONUMENTED BY A WYOMING DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MONUMENT;

THENCE NORTHWEST 1/4", ALONG THE WEST LINE OF THE PARCEL AND THE EAST LINE OF SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 100.15 FEET TO A POINT OF CURVATURE, MONUMENTED BY A BRASS CAP;

THENCE ALONG THE WEST LINE OF THE PARCEL AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET, THROUGH A CENTRAL ANGLE OF 107°04', AN ARC DISTANCE OF 471.31 FEET, SAID CURVE HAVING A CHORD BEARING OF S75°26'30"W AND A CHORD DISTANCE OF 464.45 FEET TO THE END OF CURVE, LOCATED ON THE SOUTH LINE OF CENTENNIAL VILLAGE DRIVE, MONUMENTED BY A BRASS CAP;

THENCE NORTHEAST 1/4", ALONG THE NORTH LINE OF THE PARCEL AND THE SOUTH LINE OF CENTENNIAL VILLAGE DRIVE, A DISTANCE OF 63.14 FEET TO A POINT OF CURVATURE, MONUMENTED BY A BRASS CAP;

THENCE CONTINUING ALONG THE NORTH LINE OF THE PARCEL AND THE SOUTH LINE OF CENTENNIAL VILLAGE DRIVE, AND ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET, THROUGH A CENTRAL ANGLE OF 107°04', AN ARC DISTANCE OF 468.80 FEET, SAID CURVE HAVING A CHORD BEARING OF S75°26'30"W AND A CHORD DISTANCE OF 461.11 FEET TO THE END OF CURVE, MONUMENTED BY A BRASS CAP;

THENCE SOUTHWEST 1/4", CONTINUING ALONG THE NORTH LINE OF THE PARCEL AND THE SOUTH LINE OF CENTENNIAL VILLAGE DRIVE, A DISTANCE OF 54.88 FEET TO A POINT OF CURVATURE, MONUMENTED BY A BRASS CAP;

THENCE CONTINUING ALONG THE NORTH LINE OF THE PARCEL AND THE SOUTH LINE OF CENTENNIAL VILLAGE DRIVE, AND ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET, THROUGH A CENTRAL ANGLE OF 107°04', AN ARC DISTANCE OF 468.80 FEET, SAID CURVE HAVING A CHORD BEARING OF S75°26'30"W AND A CHORD DISTANCE OF 461.11 FEET TO THE END OF CURVE, MONUMENTED BY A BRASS CAP;

THENCE SOUTHWEST 1/4", ALONG THE NORTH LINE OF THE PARCEL AND THE SOUTH LINE OF CENTENNIAL VILLAGE DRIVE, A DISTANCE OF 140.10 FEET TO THE POINT OF BEGINNING.

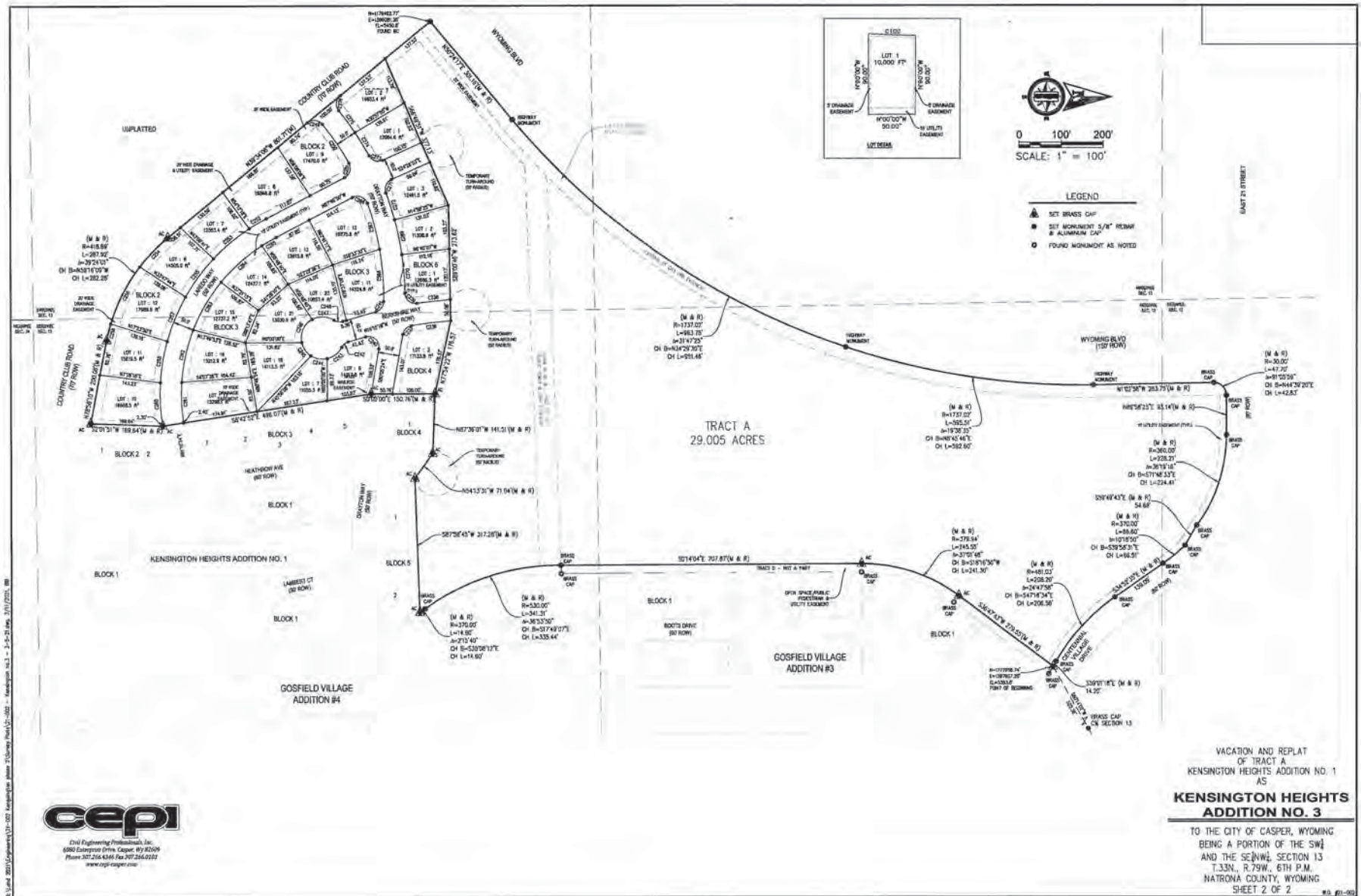
THE ABOVE DESCRIBED TRACT OF LAND CONTAINS SEVERAL ACRES, AND IS SUBJECT TO ANY RIGHTS-OF-WAY, EASEMENTS, ENCUMBRANCES, RESERVATIONS AND EASEMENTS, WHICH HAVE BEEN LEGALLY ACQUIRED.

THE PARCEL OF LAND AS IT APPEARS ON THIS PLAN IS DESIGNATED WITH THE FIRST CORNER AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS, THE NAME OF THE JURISDICTION SHALL BE "KENSINGTON HEIGHTS ADDITION NO. 3" AND THE CORNER HEREBY GRANT TO THE PUBLIC AND PRIVATE UTILITIES COMPANIES AND UTILITIES TO LOCATE, CONSTRUCT, USE AND MAINTAIN CONDUITS, LINES, WIRES, PIPE, RAIL, OR ALL OF THEM UNDER AND ALONG THE STRIPS OF LAND MARKED "UTILITY EASEMENT" AND "TERRACE EASEMENT" AS SHOWN ON THIS PLAN. A FIRE FLOOD WEDGE DRAINAGE EASEMENT IS LOCATED ALONG THE BACK AND SIDE LINE OF EACH LOT FOR GENERAL LOT DRAINAGE. ALL ROADS AND STREETS AS SHOWN HEREON ARE HEREBY DEDICATED TO THE USE OF THE PUBLIC.

VACATION AND REPLAT OF TRACT 1
 KENSINGTON HEIGHTS ADDITION NO. 1

KENSINGTON HEIGHTS ADDITION NO. 3

TO THE CITY OF CASPER, WYOMING
 BEING A PORTION OF THE SW/4 AND SE/4W, SECTION 13,
 T.33N., R.79W., 6TH P.M., NATRONA COUNTY, WYOMING
 SHEET 1 OF 2



**KENSINGTON HEIGHTS ADDITION NO. 3
SUBDIVISION AGREEMENT**

This Subdivision Agreement ("Agreement") is made and entered into this 23rd day of April, 2021, by and between the following parties:

1. The City of Casper of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").

2. Kensington Heights Investments, LLC, 421 South Center Street, Ste. 101, Casper, Wyoming 82601 ("Owner").

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

RECITALS

- A. Whenever the Public Services Director, City Engineer, Community Development Director, or other City official is mentioned in this Agreement, it shall be deemed to include their designees.
- B. Owner has applied to vacate and replat Tract A, Kensington Heights Addition No. 1, to create the Kensington Heights Addition No. 3 Subdivision.
- C. A plat of Kensington Heights Addition No. 3 ("Addition") has been prepared by the Owner, and approved by the City of Casper, and shall be signed and recorded at the Natrona County Clerk's Office concurrently with this Agreement.

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

SECTION 1 – INCORPORATION OF RECITALS

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

SECTION 2 - OBLIGATIONS OF OWNER

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

2.1 Surveying:

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

2.2 Construction Sequence:

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

2.3 Certification of Construction; Repair Obligations:

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

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

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

2.4 Underground Utilities and Street Lights:

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

2.5 Soils Analysis:

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

2.6 Erosion Control Program:

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

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

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

2.7 Retaining Walls and Fences:

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

2.8 Water and Sewer:

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

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

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

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

2.9 Easements for all Utilities, Bikeways and Pedestrian Pathways:

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

2.10 Street and Traffic Signs and Controls:

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

2.11 Security Requirements:

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

2.12 Record Drawings:

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

2.13 Completion of Infrastructure Improvements Prior to Certificate of Occupancy:

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

2.14 Other Costs in Separate Agreements:

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

2.15 Stormwater, Flooding and Letters of Map Revisions:

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

SECTION 3 - OBLIGATIONS OF CITY

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

SECTION 4 - REMEDIES

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

- a. Refuse to issue any building permits or certificates of occupancy to any person, including the Owner, or its heirs, successors, assigns and grantees.

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

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

SECTION 5 – GENERAL PROVISIONS

- a. Successors and Assigns: The terms and conditions of this Agreement shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, successors, assigns, and grantees and shall bind and run with the real property that is the subject matter of this Agreement. The Owner shall not assign this Agreement or otherwise sub-contract its duties and responsibilities as set forth in this Agreement without the prior written consent of the City.
- b. Wyoming Governmental Claims Act: The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Sections 1-39-101, *et seq.* The City specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- c. Governing Law and Venue: This Agreement, its interpretation and enforcement shall be governed and construed in accordance with the laws of the State of Wyoming. Any litigation regarding this Agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.
- d. Complete Agreement: This Agreement shall constitute the entire understanding and agreement of the parties, and supersedes any prior negotiations, discussions or understandings.
- e. Amendment: No amendment or modification of the terms of this Agreement shall be valid or enforceable unless made in writing and executed by all parties hereto.

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

Kensington Heights Investments,
LLC
421 South Center Street
Ste. 101
Casper, Wyoming 82601

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


- j. Headings: The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation thereof.
- k. Survival: All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement, as well

as all continuing obligations indicated in this Agreement, will survive final payment, completion and acceptance of the services and termination or completion of the Agreement.

- l. Copies: This Agreement may be executed in more than one copy, each copy of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement.
- m. Authority: Each individual executing this Agreement for and on behalf of their principals hereby state that they have the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and intended hereby. Owner further states that it is authorized to transact business in the State of Wyoming, properly registered and not delinquent with the Secretary of State.
- n. Term: At the time the Owner files for a permit to construct, the then applicable code provisions shall apply for the life of the permit or under an extension that is approved by the Public Services Director. If the Owner fails to file for a permit to construct at the time of platting, all applicable provisions of the Code that have changed since the execution of this Agreement shall be required of the Owner at the time of permit application, and the City at its sole discretion may require a new Subdivision Agreement and/or the replatting of property. Provided, however, Code amendments pertaining to the health and safety of the public shall be complied with by the Owner during the term of this Agreement, regardless of the validity of the permit to construct.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

WITNESS:

By: [Signature]

Printed Name: Tastic Ross

Title: _____

OWNER

Kensington Heights Investments, LLC

By: [Signature]

Printed Name: Lisa A. Berridge

Title: Member

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this _____ day of _____, 2021, by Steven K. Freel, as the Mayor of the City of Casper.

(Seal, if any)

(Signature of notarial officer)

Title (and Rank)

[My Commission Expires: _____]

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 23rd day of April, 2021, by Lisa A. Burridge as the Member of Kensington Heights Investments, LLC.

(Seal, if any)



[Signature]
(Signature of notarial officer)

notary public
Title (and Rank)

[My Commission Expires: 7-29-21]

ORDINANCE NO. 13-21

AN ORDINANCE APPROVING THE VACATION AND
REPLAT CREATING THE KENSINGTON HEIGHTS ADDITION
NO. 3 SUBDIVISION

WHEREAS, Kensington Heights Investments, LLC has applied to vacate and replat Tract A, Kensington Heights Addition No. 1 to create the Kensington Heights Addition No. 3 Subdivision; and,

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

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

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

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

SECTION 1:

That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, the Kensington Heights Addition No. 3 Subdivision Agreement.

SECTION 2:

That the vacation and replat creating the Kensington Heights Addition No. 3 Subdivision is hereby approved, under the terms and conditions of the Kensington Heights Addition No. 3 Subdivision Agreement.

SECTION 3:

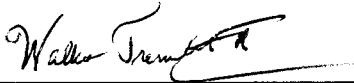
This ordinance shall be in full force and effect from and after passage on three readings and publication pursuant to law.

PASSED on 1st reading the ____ day of _____, 2021.

PASSED on 2nd reading the ____ day of _____, 2021.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the ____ day of _____, 2021.

APPROVED AS TO FORM:



ATTEST:

Fleur Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Steven K. Freel
Mayor

April 21, 2021

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Fleur Tremel, Assistant to the City Manager/City Clerk *FT*
Carla Mills-Laatsch, Licensing Specialist *CML*
SUBJECT: Public Hearing for a New Restaurant Liquor License No. 40 Yang & Zhang, Inc., d/b/a Lime Leaf Asian Bistro.

Meeting Type & Date
Regular Council Meeting
May 4, 2021

Action type
Public Hearing
Minute Action

Recommendation

That Council, by minute action, consider the application for a new restaurant liquor license No. 40 Yang & Zhang, Inc., d/b/a Lime Leaf Asian Bistro.

Summary

An application has been received requesting a new restaurant liquor license No. 40 Yang & Zhang, Inc., d/b/a Lime Leaf Asian Bistro.

This applicant previously held a restaurant liquor license under the same ownership and location. They did not renew their liquor license because their establishment was for take-out orders only. They recently decided to open up for sit down service and apply for a restaurant liquor license.

As required by Municipal Code 05.08.070, a notice was published in a local newspaper once a week for two consecutive weeks. As required by State Statute 12-4-104(a) it is being advertised on the City's website (www.casperwy.gov).

Financial Considerations

No Financial Considerations

Oversight/Project Responsibility

Carla Mills-Laatsch, Licensing Specialist

Attachments

Copy of Application
Affidavit of Website Publication
Affidavit of Posting

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

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

To be completed by City/County Clerk				Local License #: <u>Restaurant #40</u>			
License Fees	Annual Fee:	\$ <u>1560.00</u>	Date filed with clerk:	<u>04 10 12021</u>			
	Prorated Fee:	\$ <u>1360.00</u>	Advertising Dates: (2 Weeks)	<u>April 22 & April 25</u>			
	Transfer Fee:	\$ _____	Hearing Date:	<u>05 10 12021</u>			
	Publishing Fee:	\$ _____					
Publishing Fee Direct Billed to Applicant: <input checked="" type="checkbox"/>							
License Term:	<u>05</u>	<u>10</u>	<u>12021</u>	Through	<u>03</u>	<u>13</u>	<u>12022</u>
	Month	Day	Year		Month	Day	Year

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

Applicant: Yang & Zhang, Inc.

Trade/Business Name (dba): Lime Leaf Asian Bistro

Building to be licensed/Building Address: 845 E 2nd St
Number & Street

Casper WY 82601 Natrona
City State Zip County

Mailing Address: 845 E 2nd St
Number & Street or P.O. Box
Casper WY 82601
City State Zip

Business Telephone Number: (307) 315 - 6888

Fax Number: (307) 315 - 6889

E-Mail Address: amysacctg@gmail.com

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

Casper Blk 145 Lot 1-2 Commercial

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

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

To Assist the Liquor Division with scheduling inspections: WHEN DO YOU OPERATE?		
<input checked="" type="checkbox"/> FULL TIME (e.g. Jan through Dec)	<input type="checkbox"/> SEASONAL/PART-TIME	<input type="checkbox"/> NON-OPERATIONAL/PARKED
(specify months of operation)	DAYS OF WEEK (e.g. Mon through Sat)	HOURS OF OPERATION (e.g. 10a - 2a)
from <u>Jan</u> to <u>Dec</u>	from _____ to _____	from _____ to _____

ALL APPLICANTS MUST COMPLETE QUESTIONS 1-6

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

(1) **OWN** the licensed building?

☐ YES (own)

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

☒ YES (lease)

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

(A) When the lease expires, located on page 2 paragraph 1 of lease.

(B) Where the Sales provision for alcoholic or malt beverages is located, on page 10 paragraph 1 of lease.
(MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES)

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

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

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

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

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

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

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

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

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

7. BAR AND GRILL LICENSE:

Have you submitted a valid food service permit or application? W.S. 12-4-413 (a)

N/A
☐ YES ☐ NO**8. RESTAURANT LICENSE:**(a) Give a description of the dispensing room(s) and state where it is located in the building. W.S. 12-4-408 (b)
(e.g. 10 x 12 room in SE corner of building): 4' x 7' ROOM IN THE EAST PORTION OF BLDG(b) Have you submitted a valid food service permit or application? W.S. 12-4-407 (a) ☒ YES ☐ NO(c) Have you attached a drawing of the establishment that includes the restaurant dispensing room(s)? W.S. 12-4-410 (f) ☒ YES ☐ NO**9. RESORT LICENSE:**

Does the resort complex:

N/A

(a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i) ☐ YES ☐ NO(b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii) ☐ YES ☐ NO(c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii) ☐ YES ☐ NO(d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended at least one million dollars (\$1,000,000.00)? W.S. 12-4-401(b)(iv) ☐ YES ☐ NO(e) Are you contracting/leasing the food and beverage services? W.S. 12-4-403(b)
1. If Yes, have you submitted a copy of the food and beverage contract/lease? ☐ YES ☐ NO**10. MICROBREWERY LICENSE:**

N/A

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) ☐ YES ☐ NO(a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT ☐ BAR AND GRILL ☐ WINERY(b) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☐ NO
(Requires wholesaler license with the Liquor Division)(c) Do you distribute your products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires authorization to sell license with the Liquor Division) ☐ YES ☐ NO**11. WINERY LICENSE:**

N/A

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) ☐ YES ☐ NO(a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT ☐ BAR AND GRILL ☐ MICROBREWERY**12. LIMITED RETAIL (CLUB) LICENSE:****FRATERNAL CLUBS** W.S. 12-1-101(a)(iii)(B)

N/A

(a) Has the fraternal organization been actively operating in at least thirty-six (36) states? ☐ YES ☐ NO(b) Has the fraternal organization been actively in existence for at least twenty (20) years? ☐ YES ☐ NO**13. LIMITED RETAIL (CLUB) LICENSE:****VETERANS CLUBS** W.S. 12-1-101(a)(iii)(A):

N/A

(a) Does the Veteran's organization hold a charter by the Congress of the United States? ☐ YES ☐ NO(b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary? ☐ YES ☐ NO**14. LIMITED RETAIL (CLUB) LICENSE:****GOLF CLUBS** W.S. 12-1-101(a)(iii)(D)/W.S. 12-4-301(e):

N/A

(a) Do you have more than fifty (50) bona fide members? ☐ YES ☐ NO(b) Do you own, maintain, or operate a bona fide golf course together with clubhouse? ☐ YES ☐ NO(c) Are you a political subdivision of the state that owns, maintains, or operates a golf course? ☐ YES ☐ NO1. Are you contracting/leasing the food and beverage services? W.S. 12-5-201(g) ☐ YES ☐ NO2. If Yes, have you submitted a copy of the food and beverage contract/lease? ☐ YES ☐ NO

15. LIMITED RETAIL (CLUB) LICENSE:**SOCIAL CLUBS** W.S. 12-1-101(a)(iii)(E)/W.S. 12-4-301(b):

N/A

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

REQUIRED ATTACHMENTS:

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

OATH OR VERIFICATION

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

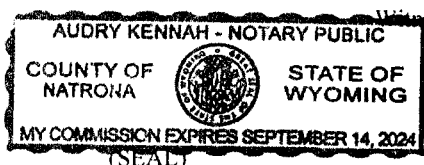
*Under penalty of perjury, and the possible revocation or cancellation of the license,
I swear the above stated facts, are true and accurate.*

STATE OF WYOMING)

COUNTY OF Natrona) SS.

Signed and sworn to before me on this 13th day of April, 2021 that the facts alleged in the foregoing instrument are true by the following:

1) <u>Yong Guibao</u> (Signature)	<u>Guibao Yang</u> (Printed Name)	<u>President</u> Title
2) <u>Qing Zhang</u> (Signature)	<u>Qing Zhang</u> (Printed Name)	<u>Treasurer/Secretary</u> Title
3) _____ (Signature)	_____ (Printed Name)	_____ Title
4) _____ (Signature)	_____ (Printed Name)	_____ Title
5) _____ (Signature)	_____ (Printed Name)	_____ Title
6) _____ (Signature)	_____ (Printed Name)	_____ Title



Witness my hand and official seal:

Audrey Kenneh
Signature of Notary Public

My commission expires: Sept. 14, 2024 96

AFFIDAVIT OF WEBSITE PUBLICATION

State of Wyoming)
County of Natrona)

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

- Notice of the public hearing set forth below was posted continually on the City of Casper website in accordance with W.S. 12-4-104. The said posting commenced on 04/22/2021 and ended on 05/05/2021 and
- Attached is image of the Notice as actually posted on the City of Casper website (www.caserwy.gov) for the entire period referenced above.

By: Carla Mills-Larsen Date: 04/22/2021

Title: Licensing Specialist

Scribed in my presence and sworn before me on this

22nd day of April, 2021

Christa K. Wiggs



Provide to City of Casper Central Records

NEW RESTAURANT LIQUOR LICENSE

An application for a new Restaurant Liquor License No. 40 Yang & Zhang, Inc, d/b/a Lime Leaf Asian Bistro located at 845 East 2nd Street has been received in this office. Public Hearing on said application will be held on May 4, 2021, at 6:00 p.m. in the City Council Chambers at 200 North David, Casper, Wyoming.

AFFIDAVIT OF NOTICE OF APPLICATION POSTING

State of Wyoming)
County of Natrona)

I, the City Clerk, being in the employ of the City of Casper, through my office, responsible for the publishing and posting of notices for the Casper City Council's public hearings concerning liquor licensing, and know the facts herein set forth, do solemnly swear that notice of application for a new Restaurant Liquor License and Public Hearing was posted on the 23rd day of April, 2021, conspicuously upon the respective premises, shown by the application as the proposed place of sale.

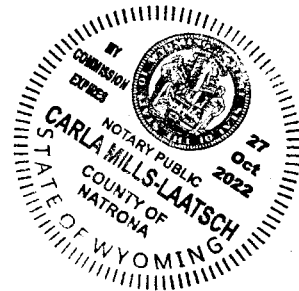
By: 
Fleur D. Tremel, City Clerk

Date: 4/22/21

Scribed in my presence and sworn before me on this

22nd day of April, 2021

Carla Mills-Laatsch



Provide to City of Casper Central Records

RESTAURANT LIQUOR LICENSE NO. 40

NOTICE OF APPLICATION FOR A New Restaurant Liquor License is hereby given that on the 2nd day of April 2021, Yang & Zhang, Inc d/b/a Lime Leaf Asian Bistro filed an application for a New Restaurant Liquor License, in the Office of the Clerk of the City of Casper, Wyoming for the following described building to wit: 845 East 2nd Street protests, if any there be, against the issuance of such license (permit) will be heard at the hour of 6:00 p.m. the 4th day of May 2021, in the Council Chambers of the City of Casper, Wyoming.

Dated: April 22, 2021

Signed: 

City Clerk

April 30, 2021

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

FROM: John Henley, City Attorney *JH*
Liz Becher, Community Development Director *LB*
Keith McPheeters, Chief of Police *KMP 307*

SUBJECT: Second Reading of an Ordinance Amending Various Sections of Chapter 10.36 –
Parking, of the Casper Municipal Code

Meeting Type & Date:

Regular Council Meeting
May 4, 2021

Action Type:

Second Reading of Ordinance

Summary:

I. Recent Updates

The first reading and public hearing of the proposed ordinance was held on April 20, 2021. The ordinance passed on first reading.

City Staff is proposing the attached amendments to clean up the proposed ordinance and prepare for the third reading of the ordinance.

II. Proposed Amendments

Find attached two proposed amendments. The first proposed amendment is to assign a resolution number, number 21-56, to the Resolution that will be considered on third reading of the proposed ordinance. The first amendment also will correct a typo in the same section. The second proposed amendment is updating a reference in the ordinance of the “city engineer” to “public services director, or his/her designee”.

III. Background

Council recently discussed modifying several different parking regulations and restrictions in the City of Casper, as well as modifying and establishing application fees, permit fees, and fine schedules.

City staff has been working on updating Chapter 10.36 of the Casper Municipal Code by preparing a proposed Ordinance for Council’s consideration (attached). Also attached is a proposed Resolution to adopt an updated City of Casper Parking Manual. It is anticipated that the Resolution will be presented for approval at the Third Reading of the Ordinance on May 18, 2021.

Financial Considerations:

As set out in the attachments

Oversight/Project Responsibility:

Liz Becher, Community Development Director

John Henley, City Attorney

Keith McPheeters, Chief of Police

Lt. Ryan Dabney, Casper Police Department

Sgt. Jeff Bullard, Casper Police Department

Attachments:

Proposed Ordinance

Proposed Amendments 1 and 2

Preliminary draft of proposed Resolution

Proposed Parking Manual

ORDINANCE NO. 11-21

AN ORDINANCE AMENDING VARIOUS
SECTIONS OF CHAPTER 10.36 – PARKING, OF
THE CASPER MUNICIPAL CODE.

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

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

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

WHEREAS, the governing body of the City of Casper desires to update and amend the City of Casper Code, Chapter 10.36 Parking, as set out below.

NOW, THEREFORE BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the following sections 10.36.010, 10.36.020, 10.36.030, 10.36.040, and 10.36.050 of Chapter 10.36 – Parking, of the Casper Municipal Code, are amended as follows:

10.36.010 - Delegation of ~~a~~Authority.

The city manager, by and through his or her designee, is hereby authorized to, in accordance with appropriate state and federal statutes, rules and regulations, designate and post prohibitions, limitations, regulations and exceptions thereto, regarding parking motor vehicles within the city limits of Casper. The general collection of the City's parking options, prohibitions, limitations, fees, fines and regulations and exceptions thereto are contained in the City of Casper's Parking Manual; the City of Casper Parking Manual, by Resolution No. (Insert Number), was reviewed, discussed and passed on the same date as the third reading of this Ordinance; it shall be known as the City of Casper Parking Manual and may be amended by resolution of the City of Casper's Governing Body.

(Ord. No. 12-10, § 2, 7-6-2010)

10.36.020 - General prohibitions.

A. In addition to any specific regulations adopted pursuant to the above-granted delegation of authority, and the provisions of the Casper City Code, it shall be unlawful to park a motor vehicle or RV within the city limits of Casper:

1. At any place, time or manner prohibited by the city manager or his or her designee;
2. On a sidewalk;

3. In a parkway, without a properly displayed permit/~~decal~~; parking on the parkway is subject to the rules and regulations of the current City of Casper Parking Manual; parkway parking, as provided in the Manual, may be permitted on 12th Street and 13th Street, between CY Avenue and McKinley Street.
4. In front of a public or private driveway or garage entrance on a street or in an alley;
5. Within an intersection;
6. Within fifteen feet of a fire hydrant;
7. On a crosswalk;
8. Within twenty feet of a crosswalk or an intersection, unless otherwise permitted by the city engineer;
9. Within thirty feet upon the approach to any flashing beacon, stop sign or traffic control signal located at the side of a roadway;
10. Within twenty feet of the nearest rail of a railroad crossing;
11. Within twenty feet of the driveway entrance to any fire station;
12. Alongside or opposite any street excavation or obstruction when stopping, standing or parking would obstruct traffic;
13. On the roadway side of any vehicle stopped or parked at the edge of the curb of a street (double parked);
14. In any underpass within the city;
15. At any place where official regulatory signs prohibit stopping, standing or parking, except as set forth on and in compliance with said regulatory sign;
16. Adjacent to any portion of an official painted yellow curbline, except where regulated by, and in conformance with, a regulatory sign;
17. In any manner that is not parallel with the edge of the roadway, headed in the direction of lawful traffic movement, and with the ~~curbside~~ outside wheels of the vehicle more than eighteen inches from the curb or edge of the roadway, except where marked for diagonal parking, where the vehicle must be parked with the outside front wheel of the vehicle within six inches of the curb or edge of the roadway;
18. In a manner that allows less than ten feet of the width of the roadway for free movement of vehicular traffic;
19. In a manner that allows less than fifteen feet of the width of the alley for free movement and unobstructed access to public utilities and refuse containers;
20. Upon any roadway for the principal purpose of displaying such vehicle for sale; or, washing, greasing or repairing such vehicle except repairs necessitated by an emergency;
21. Upon any private property, without permission of the owner of said private property;

22. In a permanent reserved space of any kind, without proper permits and proper display of said permits;
 23. In a handicapped parking space without valid and properly displayed handicapped parking permits, tags or license plates;
 24. In a marked bus stop; **and**
 25. In a publicly owned parking lot in violation of posted limits, restrictions or permit requirements; **and**
 26. Any RV that may be parked on a public street~~boat or trailer of any size~~ must be parked in front of the owner's or renter's lot or property, parking on a public street in any other location is prohibited.
- B. No person shall park any commercial vehicle which is longer than twenty feet in length, or wider than eight feet in width, or any truck tractor, or any semitrailer, upon any street or alley in the city, except in those areas designated as business and in the industrial areas on the zoning district map of the city, except when such commercial vehicles, truck tractors or semitrailers are in the process of loading or unloading at the site of origin or delivery of shipments; No person shall park any commercial vehicle, truck tractor, or semitrailer of any dimensions, loaded with live animals, or any hazardous material as defined by U.S. Department of Transportation regulations. A commercial vehicle of twenty feet or less in length may only be parked in front of the vehicle owner's property, unless properly parked in front of a job site while the job is in progress.
 - C. No person shall park any recreational vehicle, as defined in this chapter, on any street within the city for a period in excess of five ~~consecutive~~ days in any thirty-day period, unless the individual has complied with provisions outlined in the current City of Casper Parking Regulations~~Manual of the City of Casper, Wyoming, dated April 20, 2010, as may be amended from time to time by resolution of the city council.~~
 - D. No person shall park on certain designated snow route streets during a snow emergency, as set forth in the snow emergency regulations contained within the current City of Casper Parking Manual~~Regulations Manual of the City of Casper, Wyoming, dated April 20, 2010, as may be amended from time to time by resolution of the city council.~~
 - E. It shall be unlawful for any person to own, store, park or otherwise maintain a motor vehicle upon the public streets, alleys or highways of the city, without first having registered the vehicle, obtained a license therefor and affixed thereto such license plates as are required, **all** in accordance with the applicable laws of the state pertaining to the licensing and registering of motor vehicles, as such laws now exist and as the same may from time to time be amended.
 - F. At any corner formed by the intersecting streets, it shall be unlawful to park any recreational RV or vehicle; within thirty (30) feet of the back of the sidewalk or right of way line in the absence of the sidewalk.~~as defined in this chapter, within the triangle formed by the intersection of the curb face of the extended curb lines, measured back a distance of thirty feet with a line drawn to form a right triangle.~~
 - G. ~~It shall be unlawful for any person to remove, erase, deface, obliterate or render unusable for the purpose of enforcement of this chapter or the provisions outlined in the Parking Regulations Manual of the City of Casper, Wyoming, dated April 20, 2010, as may be~~

~~amended from time to time by resolution of the city council, any chalk mark, marker, or other indicator placed on a vehicle or any portion thereof by an authorized representative of the city for the purpose of measuring the passage of time or the movement of a vehicle stopped, standing or parking on any street, or in any parking lot or structure, or portion thereof.~~

(Ord. No. 12-10, § 2, 7-6-2010)

10.36.030 - Recreational ~~v~~Vehicle—Defined.

A. For purposes of this chapter, "recreational vehicle '(RV)'" means any of the following:

1. A vehicular, portable structure built on a chassis, designed to be used as a temporary dwelling for travel, in accordance with ANSI Standards Bulletin No. 119-A;
2. A pickup camper, meaning a structure designed to be mounted on a truck chassis, for use as a temporary dwelling for travel, recreation and vacation;
3. A motor home, meaning a portable, temporary dwelling, to be used for travel, recreation and vacation, constructed as an integral part of a self-propelled vehicle;
4. A camping trailer, meaning a structure mounted on wheels and designed for travel, recreation and vacation use; or
5. A boat or trailer of any type, but not an enclosed commercial trailer less than twenty (20) feet in length;- for purposes of this Chapter an enclosed commercial trailer less than twenty (20) feet shall be considered a motor vehicle/vehicle.

(Ord. No. 12-10, § 2, 7-6-2010; Ord. No. 17-19, 7-2-2019)

10.36.040 - Vehicle ~~r~~Removal Authorized When.

A. Whenever any police officer finds a vehicle or RV upon a street or highway or in a restricted parking area in violation of the provisions of this chapter, such officer is authorized to move such vehicle or RV, or require the driver or other person in charge of vehicle to move the same. Should the officer not be able to move the vehicle or RV or find the person in charge of the vehicle or RV, the officer is authorized to have the vehicle towed and impounded.

(Ord. No. 12-10, § 2, 7-6-2010)

10.36.050 - Penalties and ~~e~~Enforcement.

- A. Parking in violation of this chapter or the current City of Casper Parking Regulations Manual of the City of Casper, Wyoming, dated April 20, 2010, as may be amended from time to time by resolution of the city council, shall constitute a misdemeanor.
- B. Any violation of this chapter which continues for a period of twenty-four hours or more shall constitute a new and separate distinct violation.
- C. Conviction of ~~abuse or a~~ violation of the terms of the ~~various~~ parking permits issued by the City of Casper, shall result in revocation of the permits~~;~~ and the holder of said permits or owner or operator of the motor vehicle or RV which has misused or violated the terms of the

permits shall be subject to other penalties or remedies as provided in the Casper City Code or applicable portions of the current City of Casper Parking Manual.

- D. It shall constitute notice to every person charged with violating this chapter, if the city manager or his/her designee affixes to or deposits in a motor vehicle, found to be parked in violation of this chapter, a parking ticket indicating thereon that the motor vehicle is parked in violation of this chapter, the street address or location where such violation occurred, the date upon which the same occurred, the license number of such motor vehicle, and notice of time and date the owner of such motor vehicle is to pay the fine or post the bond for the violation, and the bond and fine amount for the violation. The owner of any motor vehicle who fails to appear at the municipal court at the time fixed in any such notice, shall be formally charged, by criminal complaint with violation of this chapter. The original parking citation shall serve as the formal complaint in the matter if served pursuant to Wyoming law. It shall be presumed that the last known address to which the vehicle is registered is a valid address for service of notice under this chapter.
- E. In the event that any person receiving any ticket or notice of violation does not desire to appear before the municipal court to answer to such charge, he may post a cash bond in the amount of the fine for the violation with the municipal court. Such bonds shall be forfeited unless such person shall appear before the municipal judge at the time fixed in such notice, and upon forfeiture of such bonds, no further action shall be taken against such violator.
- F. The fact that a motor vehicle or RV which is parked in violation of this chapter is registered in the name of a person shall be prima facie evidence that such person was in control of the automobile parked motor vehicle or RV at the time of such parking.
- G. 1. In addition to any other penalties or remedies enumerated in this chapter, the city manager or his or her designee may tow, impound and/or immobilize any vehicle or RV that has accumulated threefive or more unpaid ~~or unadjudicated~~ notices of violation that are ~~thirty or more days past due.~~ more than thirty days past due. For handicapped parking violations, the threshold shall be one or more notices of violations that are thirty or more days past due.
2. Any vehicle or RV towed, immobilized or impounded pursuant to this chapter may be released upon the payment of the outstanding fines leading to the towing, immobilization or impoundment, or the posting of a bond with the municipal court in the amount of the fines, ~~along~~ with a request for a hearing ~~to of any unadjudicated~~ the underlying violations.
- H. The city manager or his or her designee may tow any vehicle or RV that is parked on the street in the downtown business district during the hours of 3:00 a.m. until 6:00 a.m., seven days a week, if it is necessary for said vehicle to be moved to allow city crews to sweep and clean city streets, and perform snow removal and other activities without the interference of parked cars.
- I. The city manager or his or her designee may tow any vehicle or RV parked in violation of this chapter at any time, if said vehicle is obstructing traffic flow, street or utility work, access to public or private property, or in any way jeopardizes the health, safety or welfare of the public.

(Ord. No. 12-10, § 2, 7-6-2010; Ord. No. 14-11, §§ 1, 2, 3-21-2011)

|

This Ordinance shall become in full force and effect twenty-one (21) days after passage on third reading and publication.

PASSED on 1st reading the 20th day of April, 2021

PASSED on 2nd reading the ____ day of ____, 2021

PASSED, APPROVED, AND ADOPTED on third and final reading the ____ day of _____, 2021.

APPROVED AS TO FORM:

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

Proposed Amendment No. 1 to “AN ORDINANCE AMENDING VARIOUS SECTIONS OF CHAPTER 10.36 – PARKING, OF THE CASPER MUNICIPAL CODE.” **adding a Resolution No. and correcting typographical error.**

I move to amend Section 10.36.010 Delegation of Authority, by and adding the Resolution No. 21-56, and correcting a typographical error on line six as follows:

10.36.010 - Delegation of Authority.

The city manager, by and through his or her designee, is hereby authorized to, in accordance with appropriate state and federal statutes, rules and regulations, designate and post prohibitions, limitations, regulations and exceptions thereto, regarding parking motor vehicles within the city limits of Casper. The general collection of the City’s parking options, prohibitions, limitations, fees, fines and regulations and exceptions thereto are contained in the City of Casper’s Parking Manual~~al~~; the City of Casper Parking Manual, by Resolution No. ~~21-56-(Insert Number)~~, was reviewed, discussed and passed on the same date as the third reading of this Ordinance; it shall be known as the City of Casper Parking Manual and may be amended by resolution of the City of Casper’s Governing Body.

Proposed Amendment No. 2 to “AN ORDINANCE AMENDING VARIOUS SECTIONS OF CHAPTER 10.36 – PARKING, OF THE CASPER MUNICIPAL CODE.” **substituting the reference of “city engineer” in Section 10.36.020 A. 8., with “public services director”.**

I move to amend Section 10.36.020, Subsection A.8., substituting the reference of “city engineer” with “public services director”.

10.36.020 – General prohibitions.

A. 8. Within twenty feet of a crosswalk or an intersection, unless otherwise permitted by the ~~city engineer~~ public services director, or his/her designee;

RESOLUTION NO.

A RESOLUTION ADOPTING THE CITY OF CASPER PARKING MANUAL AND ESTABLISHING APPLICATION FEES, PERMIT FEES AND FINE SCHEDULES PERTAINING TO PARKING.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the attached City of Casper Parking Manual and the following application fees, permit fees and fine schedules for parking are hereby adopted and established.

APPLICATION FEES

Those individuals making application for any type of parking permit provided for in the current City of Casper's Parking Manual, hereafter Parking Manual, shall pay a non-refundable fee of \$25.00, with the exception of the critical parking – school permits, which will not require an application fee. Application fees shall be collected only for new applications.

PERMIT FEES

Annual fees for all types of parking permits provided for in the Parking Manual, and shall be as follows:

The annual fee for critical parking -schools permits shall be: \$25.00

The fee for recreational vehicle seasonal parking permits from May 1 to November 1 shall be: \$250.00; this permit allows an owner to park the owner's/renter's RV in front of the owner's/renter's property from May 1 to November 1 of the calendar year for when the permit is purchased, as permitted in the Parking Manual.

The annual fee for Permanent Reserved Handicap Parking space shall be: \$50.00.

The annual fee for Loading Zone permits shall be: \$300.00

The annual fee for parkway parking shall be: \$250.00, with an option to renew each subsequent year in the amount of \$50.00 per annual renewal. Renewals for the "purchasing property owner" are permitted, so long as purchasing property owner remains the owner of the property. Renewals for the lessee or renter are permitted so long as the lessee or renter is occupying the property. Renewals must be renewed in consecutive years.

PARKING VIOLATION FINES

Violation of parking regulations outlined in Chapter 10.36 of the Casper Municipal Code, and the Parking Manual, shall be as follows:

Parking in a handicapped parking space without proper identification	\$100.00
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Parking in a critical parking – school space without proper identification \$50.00

Parking on a designated snow route street during a snow emergency \$50.00

Parking on the street in the Downtown Business District between the hours of 3:00 a.m. and 6:00 a.m.

1 st violation in a calendar year	\$25.00
2 nd violation in a calendar year	\$50.00
3 rd or subsequent violation in a calendar year	\$75.00

Parking without current registration or license \$110.00

Misuse or violation of the terms of the various parking permits \$100.00

All other parking violations:

1 st violation in a calendar year	\$25.00
2 nd violation in a calendar year	\$50.00
3 rd or subsequent violation in a calendar year	\$75.00

PASSED, APPROVED AND ADOPTED this _____ DAY OF _____ 2021.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

CITY OF CASPER PARKING MANUAL

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(The current Ordinance and Resolution will be added to the Parking Manual before Third Reading)

PARKING - CASPER MUNICIPAL CODE REVIEW

Pursuant to Chapter 10.36 of the Casper Municipal Code, it shall be unlawful to park a motor vehicle within the city limits of Casper:

1. At any place, time or manner prohibited by the city manager or his or her designee;
2. On a sidewalk;
3. In a parkway, without a properly displayed permit/decal; parking on the parkway is subject to the rules and regulations of the current City of Casper Parking Manual; parkway parking, as provided in the Manual, may be permitted on 12th Street and 13th Street, between CY Avenue and McKinley Street.
4. In front of, or obstructing, a public or private driveway or garage entrance on a street or in an alley;
5. Within an intersection;
6. Within fifteen feet of a fire hydrant;
7. On a crosswalk;
8. Within twenty feet of a crosswalk or an intersection, unless otherwise permitted by the city engineer;
9. Within thirty feet upon the approach to any flashing beacon, stop sign or traffic control signal located at the side of a roadway;
10. Within twenty feet of the nearest rail of a railroad crossing;
11. Within twenty feet of the driveway entrance to any fire station;
12. Alongside or opposite any street excavation or obstruction when stopping, standing or parking would obstruct traffic;
13. On the roadway side of any vehicle stopped or parked at the edge of the curb of a street (doubleparked);
14. In any underpass within the city;
15. At any place where official regulatory signs prohibit stopping, standing or parking, except as set forth on and in compliance with said regulatory sign;
16. Adjacent to any portion of an official painted yellow curb line, except where regulated by, and in conformance with, a regulatory sign;
17. In any manner that is not parallel with the edge of the roadway, headed in the direction of lawful traffic movement, and with the curbside wheels of the vehicle more than eighteen inches from the curb or edge of the roadway, except where marked for diagonal parking, where the vehicle must be parked with the outside front wheel of the vehicle within six inches of the curb or edge of the roadway;
18. In a manner that allows less than ten feet of the width of the roadway for free movement of vehicular traffic;
19. In a manner that allows less than fifteen feet of the width of the alley for free movement and unobstructed access to public utilities and refuse containers;
20. Upon any roadway for the principal purpose of displaying such vehicle for sale; or, washing, greasing or repairing such vehicle except repairs necessitated by an emergency;
21. Upon any private property, without permission of the owner of said private property;
22. In a permanent reserved space of any kind, without proper permits and proper display of said permits;

23. In a handicapped parking space without valid and properly displayed handicapped parking permits, tags or license plates;
24. In a marked bus stop;
25. In a publicly-owned parking lot in violation of posted limits, restrictions or permit requirements; and
26. Any boat, trailer, or RV of any size that may legally be parked on a public street must be parked in front of the owner's or renter's lot or property. Further:
 - A. No person shall park any commercial vehicle which is longer than twenty feet in length, or wider than eight feet in width, or any truck tractor, or any semitrailer, upon any street or alley in the city, except in those areas designated as business districts and in the industrial areas on the zoning district map of the city, except when such commercial vehicles, truck tractors or semitrailers are in the process of loading or unloading at the site of origin or delivery of shipments. No person shall park any commercial vehicle, truck tractor, or semitrailer of any dimensions, loaded with live animals, or any hazardous material as defined by U. S. Department of Transportation regulations on any street or alley in the city, except when in the process of loading or unloading. A commercial vehicle of twenty feet or less in length may only be parked in front of the vehicle owner's property, unless properly parked in front of a job site while the job is in progress.
 - B. No person shall park any recreational vehicle, as defined in Chapter 10.36 of the Casper Municipal Code, on any street within the city for a period in excess of five days in a thirty-day period, unless the individual has complied with provisions outlined in the City of Council Parking Manual, as may be amended from time to time by resolution of the city council.
 - C. No person shall park on certain designated snow route streets during a snow emergency, as set forth in the Snow Emergency Regulations contained within the City of Casper Parking Manual, as may be amended from time to time by resolution of the city council.
 - D. It shall be unlawful for any person to own store, park or otherwise maintain a motor vehicle upon the public streets, alleys or highways of the city without first having registered the vehicle, obtained a license therefore and affixed thereto such license plates as are required, all in accordance with the applicable laws of the state pertaining to the licensing and registering of motor vehicles, as such laws now exist and as the same may from time to time be amended.
 - E. At any corner formed by intersecting streets, it shall be unlawful to park any RV or vehicle, as defined in this Chapter, within 30' feet of the back of the sidewalk or right of way line in the absence of the sidewalk.
 - F. At any corner formed by the intersecting streets, it shall be unlawful to park any RV or vehicle within thirty (30) feet of the back of the sidewalk or right of way line in the absence of the sidewalk.

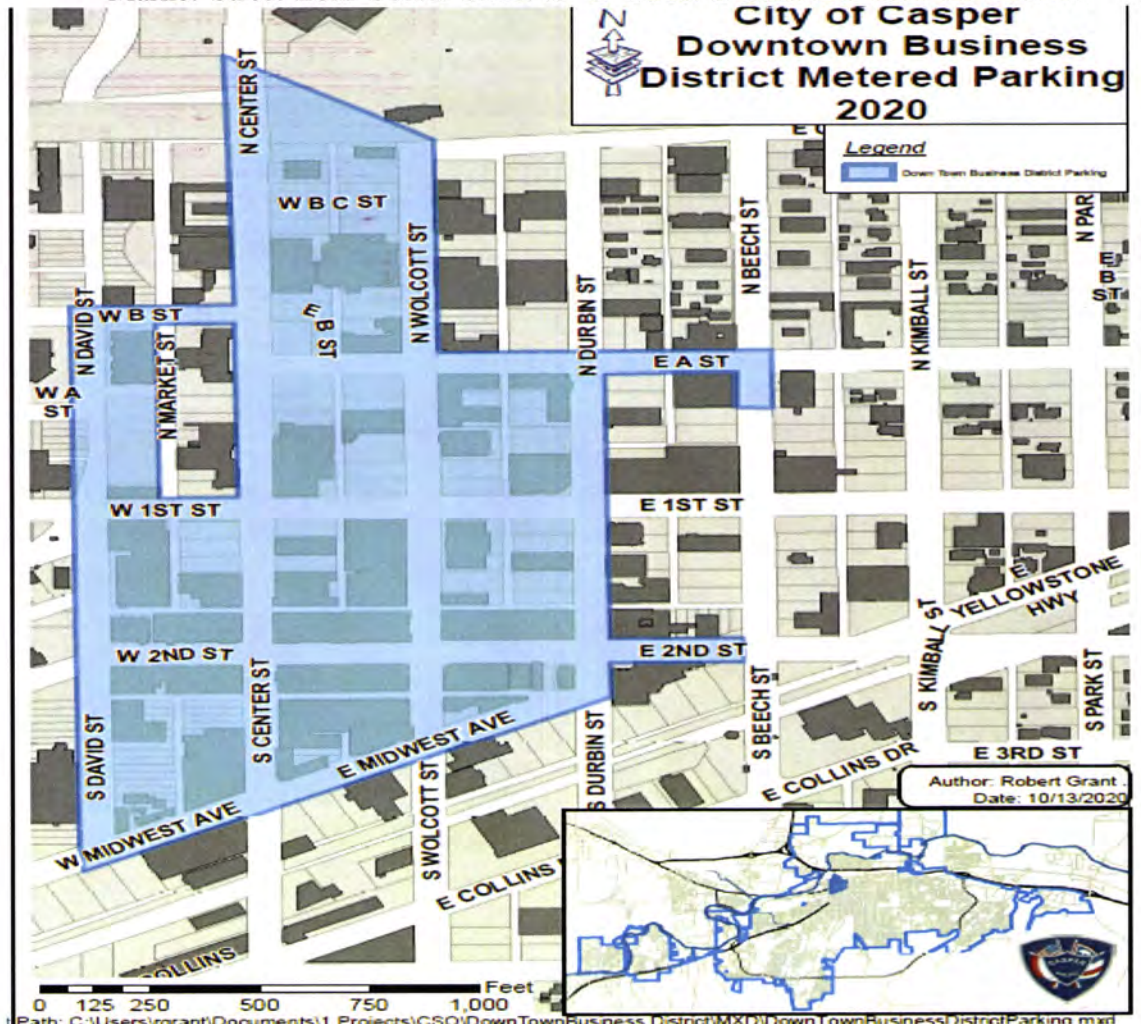
The penalty for violating any provisions of the ordinance or the City of Casper Parking Manual, as may be amended from time to time by resolution of the city council, is up to \$750 per day per violation. Specific penalty amounts for specific violations are set by resolution of council and maintained in this Parking Manual.

Complete copies of the ordinance, and fees and penalty resolution are included as Appendices.

PARKING IN THE DOWNTOWN BUSINESS DISTRICT

A. The downtown business district is the area included by and enclosed within the following streets:

- the west side of Center Street from the underpass to "B" Street;
 - the north side of "B" Street from Center Street to David Street;
 - the west side of David Street from "B" Street to Midwest Avenue;
 - the south side of Midwest Avenue from David Street to Durbin Street;
 - the east side of Durbin Street from Midwest Avenue to "A" Street;
 - the north side of "A" Street from Beech Street to Wolcott Street; and,
 - the east side of Wolcott Street from "A" Street to "C" Street.
 - the east side of N Beech St. and "A" (100 yards south)
 - E 2nd and Durbin north and south sides of the street to S. Beech
- Market Street from Center Street to "B" Street is excluded from this district.



- B. With the exception of the prohibition on overnight parking, which is enforced seven days a week, parking regulations in the downtown business district are enforced between the hours of 8:00 a.m. and 5:00 p.m., Mondays through Fridays, with the exception of legal holidays recognized by the City of Casper.
- C. Parking in the downtown business district is limited to two hours in any one space, and a maximum of two hours on a block face. This limit applies to all parking spaces, including handicapped spaces, unless they are permanent, reserved parking spaces. A block face is defined as a portion of a street or highway between two intersections, including all on-street parking along both sides of the street or highway within such boundaries.
- D. There may be parking spaces where the time limit is set at 15 minutes or 30 minutes. There also may be instances where there are parking spaces that have two-hour time limits and are not located in the downtown business district. The fines and penalties for parking violations of these types of spaces are the same as for the downtown business district.
- E. Parking on the street in the downtown business district is prohibited between the hours of 3:00 a.m. and 6:00 a.m., seven days a week. This will allow city crews to sweep and clean city streets, and perform snow removal and other activities without the interference of parked cars.
- F. The fines for parking in violation of this paragraph, fines for parking in the Downtown Business District, shall be \$25 for the 1st offense, \$50 for the 2nd offense, and \$75 for the 3rd or subsequent offense in a calendar year.
- G. Should a snow emergency be declared, parking shall be prohibited on the streets located in the downtown business district, between the hours of 11:00 p.m. and 6:00 a.m.

RESERVED PARKING PERMIT TYPES AND APPLICATION PROCESS

Handicapped/Temporary Parking Permit

There are two categories of handicapped spaces – public and private. The public handicapped spaces are designated for use by the public. Any handicapped person, defined as provided by Section 31-2-213(d)(ii) of the Wyoming Statutes, 1977 Republished Edition, as amended and carrying and displaying on their vehicle, a proper identification sticker issued by the State of Wyoming may use a handicapped space.

Private handicapped spaces are marked with the individual's handicapped permit number, and only the individual assigned to the permit number is eligible to utilize the space.

If permits are not properly displayed, such vehicle will not be exempt from being cited for parking violations related to the use of the reserved space. The permits must be displayed on the dashboard of the parked vehicle, on the side nearest the curb or roadside, or suspended from the rearview mirror inside the vehicle so as to be in plain

view of any persons looking through the front windshield of the vehicle from the sidewalk or roadway.

- A. An application for a reserved handicapped parking space must be made with the Public Services Department.
- B. Applicants are considered eligible for a private handicapped parking space if the applicant has a disability which limits or impairs their ability to walk as determined by a licensed physician or advanced practice registered nurse, including:
 - a. An inability to walk two hundred (200) feet without stopping to rest;
 - b. An inability to walk without the use of, or assistance from, a brace, cane, crutch, another person, prosthetic device, wheelchair or other assistive device;
 - c. A restriction by lung disease to such an extent that the person's forced expiratory volume for one (1) second when measured by spirometry is less than one (1) liter, or the arterial oxygen tension is less than sixty (60) mm/hg on room air at rest;
 - d. Requires use of portable oxygen;
 - e. Has a cardiac condition to the extent that the person's functional limitations are classified in severity as class III or class IV according to standards established by the American Heart Association;
 - f. A severe limitation on the ability to walk due to an arthritic, neurological or orthopedic condition; or
 - g. A severe visual or audio impairment that limits the person's mobility.
- C. A nonrefundable application fee of \$25 and if the permit is granted an annual fee of \$50 is required.
- D. All Parking permits once approved will be issued by the Public Services Department.
 - 1. The number of spaces and location of spaces to be allowed for permanent handicapped parking shall be determined by the Public Services Director, or his/her designee.
 - 2. Where permanent reserved spaces for handicapped parking are allowed by the Public Services Director, or his/her designee, the space will be marked and designated by appropriate signage, and yellow or blue curb paint, at the discretion of the Public Services Director .
 - 3. The Public Services Department will forward the document to the Casper Police Department Community Service Officer Division for entry into the system upon approval.
- D. Denial of application:
 - 1. Should the application be denied, the applicant will be notified of the reason.

2. Should the application be approved, the Public Services Director, or his/her designee will issue the appropriate documentation to the applicant.
 3. The application fee is Non-Refundable.
- E. The annual fee for a permanent, reserved handicapped parking space is \$50. Renewals may be granted upon receipt of a licensed physician's written statement showing continuing need, as long as the space still complies with traffic and parking needs, as determined by the Public Services Director, or his/her designee.
- F. Violation of any conditions of this permit is cause for immediate revocation.

RECREATIONAL VEHICLE PARKING PERMIT

These spaces are designated only in residential areas on public streets (not in the parkway), and are for use in long-term parking (more than five (5) days) of recreational vehicles between May 1st and November 1st, as defined in Chapter 10.36 of the Casper Municipal Code, by a property owner. The use of a recreational vehicle as a dwelling when parked on private property or on a public street shall be limited to five (5) days within a thirty day period.

If permits are not properly displayed, such vehicle will **not** be exempt from being cited for parking violations related to the use of the reserved space. The permits must be displayed on the dashboard of the parked vehicle, on the side nearest the curb or roadside, or suspended from the rearview mirror inside the vehicle so as to be in plain view of any persons looking through the front windshield of the vehicle from the sidewalk or roadway, or in a location as approved by the Community Services Officer Division.

- A. An application for a seasonal recreational vehicle parking space must be made with the City Clerk.
1. A non-refundable application fee of \$25 is required.
 2. An annual fee of \$250 is required upon approval of application.
- B. The City Clerk will notify the Community Service Officer Division that an application has been made.
- C. The Community Service Officer may designate recreational vehicle parking spaces in an approved area if:
1. The space is located directly in front of the lot owned by the applicant;
 2. No parking pad or residential off-street parking is available
 3. Neighbors approval
 4. Must not create a traffic hazard
 5. May not be parked at an intersection

The Community Service Officer will obtain the signatures of the owners of the

lot on each side of the applicant, and the owners of the three lots located immediately across the street, agreeing to the parking of such recreational vehicle on the public street; and, The Community Service Officer determines that there is insufficient space or access to the lot for storage of such unit off the street, and that on-street parking of such unit will not constitute a traffic impediment or safety hazard.

- D. No permit shall be issued for the parking of such vehicles if the street is an arterial or collector street, or at any corner formed by the intersecting streets, within thirty (30) feet of the back of the sidewalk or right of way line in the absence of the sidewalk.
- E. The annual fee for a seasonal recreational vehicle parking space from May 1st to November 1st, is \$250. Upon each and every request for renewal of a Recreational Vehicle Parking Permit, applicant shall provide a new application each year.
- F. Violation of any conditions of this permit is cause for immediate revocation.
- G. Approved application will be filed with the Casper Police Department Community Service Division.

PARKWAY PARKING PERMIT

Parkway Parking Permit: (12th and 13th St from CY to McKinley)

Parkway parking allows the parking of a vehicle, as defined by Chapter 10.36 of the Casper Municipal Code, on the non-sidewalk portion of a parkway in front of the lot, or, for a corner lot, on the street side of the lot owned by the applicant. A parkway is an area of land located between the back of the street curb and the property line, including landscaping located therein.

If permits are not properly displayed, such vehicle will not be exempt from being cited for parking violations related to the permitted use. The permit decals must be displayed in the lower corner driver's side window of the parked vehicle, on the side nearest the curb or roadside, so as to be in plain view of any persons looking through the front windshield of the vehicle from the sidewalk or roadway, or in any other manner approved by the Community Development Director.

- A. An application for a parkway parking permit must be made with the Public Services Department.
 - 1. A one-time, non-refundable application fee of \$25 will be required.
 - 2. Annual fee of \$250 is required at time of application.
 - 3. Annual Renewal fee: with an option to renew each subsequent year in the amount of \$50 per annual renewal. Renewals for the "purchasing property owner" are permitted, so long as purchasing property owner remains the owner of the property. Renewals for the lessee or renter are permitted so long as the lessee or renter is occupying the property. Renewals must be renewed in consecutive years.

- B. Property owners remain responsible for utilities located in the parkway.
- C. Applications for parkway parking will require a mandatory site inspection by the Public Services Director, or his or her designee, and Police Department to determine if there are line of sight concerns (safety emphasized, no blockage of sidewalk and parking is not allowed at any corner formed by the intersecting streets, within thirty (30) feet of the back of the sidewalk or right of way line in the absence of the sidewalk.)
- D. Hard surface requirement at property owner's expense (inspection required by Public Services Department).
- E. Only motorized vehicles authorized – no RVs, boats, or trailers.
- F. Vehicles cannot be parked closer than 15 ft. to a fire hydrant.
- G. Permits are limited to one per single family residence.
- H. No removal of trees in the parkways, unless authorized by the City arborist for disease/viability concerns.
- I. Only the adjacent property owner can park on the parkway in front of their own residence; no assignment of use to others.
- J. No curb cuts will be permitted.
- K. These permits do not run with the land and are not transferrable.
- L. Violation of any conditions of this permit is cause for immediate revocation.

LOADING ZONE PARKING PERMIT

- A. These spaces are designated specifically for use by individuals loading and/or unloading merchandise and materials.
- B. An application for a loading zone space must be made with the Public Services Department.
 - 1. A non-refundable application fee of \$25 is required.
- C. The application for Loading Zone permit will be made through the Public Services Department.
 - 1. The number of spaces and location of spaces to be allowed for loading zone spaces shall be determined by the Public Services Director, or his/her designee.
 - 2. Where permanent reserved loading zones are allowed by the Public Services Director, or his/her designee, the space will be marked and designated by appropriate signing, at the discretion of the Public Services Director, or his/her designee.
- D. The Public Services Director, or his/her designee, will approve or deny the application.
 - 1. Should the application be denied, the application fee will not be refunded to the applicant.
 - 2. Should the application be approved, the Public Services Director, or his/her designee, will issue the appropriate documentation to the applicant.

- E. The annual fee for a permanent, reserved loading zone space is \$300.
- F. Violation of any conditions of this permit is cause for immediate revocation.

CRITICAL PARKING - SCHOOLS PARKING PERMIT

These spaces are designated for use by individuals in residential districts who are severely impacted by high volumes of traffic created by the proximity to schools. A critical parking-schools parking permit allows the permit holder to park on the street in a critical parking area.

If permits are not properly displayed, such vehicle will **not** be exempt from being cited for parking violations related to the use of the reserved space. The permits must be displayed on the dashboard of the parked vehicle, on the side nearest the curb or roadside, or suspended from the rearview mirror inside the vehicle so as to be in plain view of any persons looking through the front windshield of the vehicle from the sidewalk or roadway.

- A. An application for a critical parking permit must be made with the Public Services Department.
- B. The Public Services Director, or his/her designee, may designate critical traffic and parking area(s) consisting of certain streets or parts thereof, if:
 - 1. The area is detrimentally impacted by the parking of commuter vehicles during the proposed hours of restriction;
 - 2. The area does not have sufficient off-street vehicle parking for the use and convenience of the residents thereof in the vicinity of their homes;
 - 3. Vehicle noise, pollution or congestion will work unacceptable hardships on the residents of the area if present parking is to continue unregulated; and,
 - 4. The health, safety or welfare of residents of the area and the city as a whole and the attractiveness and livability of specific neighborhoods will be promoted by a system of preferential parking.
- C. The number and location of spaces or zones to be allowed for critical parking shall be determined by the Public Services Director, or his/her designee. Where critical parking spaces or zones are allowed by the Public Services Director, or his/her designee, the space or zone will be marked and designated by appropriate signage, or signage and yellow curb, at the discretion of the Public Services Director, or his/her designee.
 - 1. The Public Services Director, or his/her designee, will notify the Casper Police Department Community Service Division of the decision to approve or deny the application.
 - 2. Should the application be denied, the application fee will not be refunded to the applicant.
 - 3. Should the application be approved, the Public Services Director, or his/her designee, will issue the appropriate documentation to the applicant.
- D. The annual fee for a critical parking space is \$25.

- E. Violation of any conditions of this permit will be cause for immediate revocation.
- F. The permit is then filed with the City of Casper Public Services Department.

Bus Stop

The Public Services Director, or his/her designee, may establish bus stops on such public streets in such places and in such number as it shall determine to be of the greatest benefit and convenience to the public and every such bus stop shall be designated by appropriate signs.

Where such stops are established by the Public Services Director, or his/her designee, they will be marked and designated by appropriate signing, or signing and yellow curb, at the discretion of the Public Services Director, or his/her designee.

No one is allowed to utilize these stops unless they are a commercial carrier actually engaged in loading or unloading passengers, and the stopping does not interfere with any bus waiting to enter or about to enter such zone.

Parking is not allowed in a marked bus stop area.

SNOW EMERGENCY REGULATIONS

The city's snow emergency policy is designed to clear streets quickly and effectively during a storm, and to help create open, passable streets during and after the storm, in an effort to reduce impassable streets and snowed-in parking lots, which result in inconvenienced residents, reduced commerce, and endangered public safety.

To ensure effective snow removal and avoid related problems, the City of Casper has adopted an aggressive policy toward making sure roadways are cleared in advance of a storm so snow plows can do their work. Residents and businesses are advised to read the following procedures carefully.

Declaration of a Snow Emergency

- A. A snow emergency may be declared when four or more inches of snow are predicted.
- B. The emergency will be declared six hours before the storm is predicted to begin.
- C. The snow emergency will be cancelled once the storm subsides and the streets have been cleared, or if the amount of snow forecast is changed to an amount less than four inches. The procedure for communication of a cancellation will be the same as outlined below.

Communication of a Snow Emergency

It is the vehicle owner's responsibility to seek out information regarding snow emergencies during the winter months. The City of Casper will do everything possible to make this information easily accessible.

- A. The Public Services Department will notify the local access television channel (Cable Channel 192), along with the local media.
- B. The Casper Police Department will immediately begin warning residents to remove their vehicles.
- C. Residents may call the snow line at (307) 235-8283 (during business hours) to find out when an emergency is in effect or go to the City of Casper website <https://casperwy.gov>
- D. Information concerning snow emergencies will be available on the City of Casper website at casperwy.gov.

Parking, Ticketing and Towing Rules during a Snow Emergency

- A. Residents will be required to move their vehicles from the designated snow route streets four hours after the snow emergency declaration takes effect. Towing before the snow hits the ground is necessary to ensure clear streets for the snow plows.
- B. It is strongly advised that residents move their vehicles from the designated snow route streets as soon as an emergency is declared in order to avoid any confusion about time lines.
- C. Ticketing and towing will begin after four hours from the time the snow emergency declaration takes effect. The fine for parking on a designated snow route street during a snow emergency shall be \$50.

Parking, Ticketing and Towing Rules AFTER a Snow Emergency

- A. Normal parking enforcement will resume after the snow emergency declaration has been cancelled.

Streets Designated as Snow Emergency Streets

All streets in the Downtown Business District.

East 3rd Street from Jackson Street to Conwell Street (Hospital Route)

East 5th Street from Center Street to Conwell Street (Downtown and Narrow "B" Level)

East 7th Street from Wolcott Street to Durbin Street (School Route) East 8th Street from David Street to Center Street (School Route)

East 8th Street from Wind River Avenue to Walsh Drive (School Route) East 9th Street from Ash Street to Beech Street ("A" Level)

East 12th Street from CY Avenue to McKinley Street ("A" Level) East 13th Street from CY Avenue to McKinley Street ("A" Level)

West 14th Street from Cottonwood Street to Willow Street (School Route) East 14th Street from CY Avenue to Elm Street (School

Route)
 East 15th Street from CY Avenue to Beverly Street (School Route)
 West 15th Street from Cottonwood Street to Willow Street (School Route)
 West 15th Street from Willow Street to Poplar Street (School Route)
 East 25th Street from Shattuck Avenue to Sagewood Avenue (School Route)
 West 29th Street from Knollwood Drive to Coffman Avenue (School Route)
 West 38th Street from Wolf Creek Road to Aspen Drive (School Route)
 47th Street from Oak Street to Center Street (Heavy Drifting "B" Level)
 47th Street from Vista Way to Mountain Way (Heavy Drifting "B" Level)
 50th Street from Oak Street to Casper Mountain Road (Heavy Drifting "B" Level)
 50th Street from Mountain Way to Casper Mountain Road (Heavy Drifting "B" Level)
 53rd Street from Oak Street to Casper Mountain Road (Heavy Drifting "B" Level)
 East "A" Street from North Elk Street to North Lowell Street (School Route)
 Bentley Drive from Coliseum Way to East 2nd Street (Narrow Collector "B" Level)
 Bellaire Drive from Laramie Avenue to CY Avenue (School Route)
 Bruce Lane from Foster Road to North Glenn Road ("A" Level)
 Buckboard Road from Herrington Drive to Robertson Road (School Route)
 Carriage Lane from Wyoming Boulevard to East 12th Street (School Route)
 North Center Street from East "K" Street to East "L" Street (School Route)
 South Center Street from 47th Street to 50th Street (Heavy Drifting "B" Level)
 Christi Lane from Walsh Drive to Wind River Avenue (School Route)
 Coffman Avenue from CY Avenue to Sage Avenue (School Route)
 Coffman Avenue from West 25th Street to West 29th Street (School Route)
 Collins Drive from South Durbin Street to South Kimball Street ("A" Level)
 South Conwell Street from East 1st Street to East 3rd Street (Hospital Route)
 South Conwell Street from East 3rd Street to East 15th Street ("A" Level)
 Cottonwood Street from West 14th Street to West 15th Street (School Route)
 CY Avenue from Poplar Street to Ash Street ("A" Level)
 Donegal from East 12th Street to Waterford (School Route)
 Eagle Drive from Wyoming Boulevard to Fox (Heavy Drifting "B" Level)
 South Elm Street from West 8th Street to West 15th Street (School Route)
 English Avenue from Foster Road to Poplar Street ("A" Level)
 Essex Avenue from Sage Avenue to Skyridge Road (School Route)
 Fairdale Avenue from East 15th Street to Farnum Street (School Route)
 Farnum Street from Beverly Street to Fairdale Avenue (School Route)
 Foster Road from Bruce Lane to English Avenue ("A" Level)
 Gary Avenue from North Huber Drive to North Sun Drive (School

Route) North Glenarm Street from East "H" Street to East "K" Street
 (School Route) Glenn Road from Bruch Lane to English Avenue ("A"
 Level)
 Goodstein Drive from Marks Way to Casper Mountain Road (Heavy Drifting "B"
 Level) Goodstein Drive from Casper Mountain Road to Vista Way (Heavy Drifting
 "B" Level) North Grant Street from East "K" Street to East "H" Street (School Route)
 East "H" Street from North Grant Street to North Glenarm Street (School Route)
 Hickory Street from Coffman Avenue to West 24th Street (School Route)
 North Huber Drive from Gary Avenue to East 2nd Street (School
 Route) South Jackson Street from East 2nd Street to East 3rd Street
 (Hospital Route) Jim Bridger Avenue from DeSmet Drive to Bellaire
 Drive (School Route) East "K" Street from North Center Street to
 Bryan Stock Trail ("A" Level) Knollwood Drive from West 25th Street
 to West 29th Street (School Route) Magnolia Drive from Paradise Drive
 to Primose (School Route)
 South McKinley Street from East 1st Street to East 27th Street ("A"
 Level) North Elk Street from East "A" Street to East 1st Street
 (School Route) North Lowell Street from East "A" Street to East 1st
 Street (School Route)
 Oak Street from Goodstein Drive to 47th Street (Heavy Drifting "B"
 Level) Oakcrest from 15th Street to 17th Street (School Route)
 Paradise Drive from CY Avenue to Magnolia Drive ("A" Level)
 Paradise Drive from Riverbend Road to Magnolia Drive (Narrow Collector "B"
 Level) Payne Avenue from East 5th Street to East 12th Street (School Route)
 Poplar Street from CY Avenue to Wyoming Boulevard ("A"
 Level) Sage Avenue from CY Avenue to Essex Avenue (School
 Route)
 Sagewood Avenue from East 21st Street to East 25th Street (School
 Route) Shattuck Avenue from East 21st Street to East 25th Street
 (School Route) Skyridge Road from Essex Avenue to Coffman
 Avenue (School Route) North Sun Drive from Gary Avenue to East
 2nd Street (School Route)
 South Walsh Drive from East 2nd Street to East 12th Street (School Route)
 Waterford from Donegal to East 12th Street (School Route)
 Willow Street from West 13th Street to West 15th Street (School Route)

APPENDICES

PARKING PERMIT APPLICATION

Name of Applicant _____

Signature of Applicant _____

NOTE: By signing this application, you are agreeing to the conditions for the parking permit for which you apply (see attached) and the current City of Casper Parking Manual and Resolution.

Address _____

City _____ State _____ Zip _____

Telephone _____ (work) _____ (home)

Type of Permit for Which Application is Being Made

- ☐ Handicapped – Initial Application Fee - \$25; Annual Fee - \$50
(Must have valid disabled sticker, issued by the State of Wyoming)
- ☐ Loading Zone – Initial Application Fee - \$25; Annual Fee - \$300
- ☐ Seasonal Recreational Vehicle – Initial Application Fee - \$25; Annual Fee - \$250
(petition required each year)
- ☐ Parkway Parking Application Fee - \$25; Annual Fee - \$250
- ☐ Parkway Parking Annual Renewal Fee - \$50;
with an option to renew each subsequent year in the amount of \$50.00 per annual renewal. Renewals for the “purchasing property owner” are permitted, so long as purchasing property owner remains the owner of the property. Renewals for the lessee or renter are permitted so long as the lessee or renter is occupying the property. Renewals must be renewed in consecutive years.
- ☐ Critical Parking – Schools – Application Fee - \$0; Annual Fee - \$25

(PLEASE NOTE: If your application is denied, your application fee will not be refunded. Also, it is your responsibility to renew these permits annually. They are not automatically renewed, and you will not receive renewal reminders.)

Petition for Recreational Vehicle Parking on the Street

OWNER: _____ DATE: _____

ADDRESS: _____

HEREBY PETITIONS for an annual permit to park a (an) _____

License # _____ on the street at the above location.

Seasonal Recreation Vehicle Parking

Chapter 10.36 of the Casper Municipal Code states that the owner of a recreational vehicle may apply for an annual permit to park a recreational vehicle on the public street in front of the lot owned by him or her. The Community Service Officer will obtain the signatures of the owners of the 2 lots immediately adjacent on the same side of the street (one on each side) and the 3 lots immediately across the street, agreeing to the parking of such vehicle. **Parking will not be permitted on an arterial or collector street, and in the thirty-foot sight distance triangle at the intersection of any street or alley.**

I agree to the parking of a (an) _____ on the street

	<u>Name</u>	<u>Address</u>	<u>Telephone Number</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____

Submitted by: _____ DATE: _____

Community Service Officer Signature _____ DATE: _____

APPROVED: ☐

NOT APPROVED: ☐

PARKING PERMIT CONDITIONS

Handicapped

- For use only by handicapped individual.
- Must have proper identification according to the laws of the State of Wyoming
- Permit must be displayed prominently on the dashboard of the parked vehicle, on the side nearest the curb or roadside, or suspended from the rearview mirror inside the vehicle, so as to be in plain view of any persons looking through the front windshield of the vehicle from the sidewalk or roadside. The permit shall at all times be displayed so that the expiration date is plainly visible from the sidewalk or roadside.
- Violation of any conditions for this permit will be cause for immediate revocation.

Seasonal Recreational Vehicle

- For use by property owner. Space must be located directly in front of the lot owned by the applicant; and, Community Service Officers will obtain the signatures of the owners of the lot on each side of the applicant, and the owners of the three lots located immediately across the street, agreeing to the parking of such recreational vehicle, as defined in Chapter 10.36 of the Casper Municipal Code, if it is determined by the Community Service Officer that there is insufficient space or access to the lot for storage of such unit off the street, and that on-street parking of such unit will not constitute a traffic impediment or safety hazard.
- Upon each and every request for renewal of said permit, applicant shall provide a new petition completed as described in the above paragraph.
- Permit must be displayed prominently on the dashboard of the parked vehicle, on the side nearest the curb or roadside, or suspended from the rearview mirror inside the vehicle, so as to be in plain view of any persons looking through the front windshield of the vehicle from the sidewalk or roadside, or in a location approved by the Community Service Officer. The permit shall at all times be displayed so that the expiration date is plainly visible from the sidewalk or roadside.
- Vehicle must be currently licensed and in operable condition.
- Washing, greasing or repairing, or advertising the sale of such vehicle in said space shall not be allowed.
- Violation of any conditions for this permit will be cause for immediate revocation.

Loading Zone

- For use by owner or lessee of property, or to owner of the vehicle.
- Shall only be used for loading or unloading merchandise or materials or passengers.
- Violation of any conditions for this permit will be cause for immediate revocation.

Critical Parking-Schools

- For use by property owner and guests.
- Permit must be displayed prominently on the dashboard of the parked vehicle,

on the side nearest the curb or roadside, or suspended from the rearview mirror inside the vehicle, so as to be in plain view of any persons looking through the front windshield of the vehicle from the sidewalk or roadside. The permit shall at all times be displayed so that the expiration date is plainly visible from the sidewalk or roadside.

- Violation of any conditions for this permit will be cause for immediate revocation.


Parkway Parking

- Applications for parkway parking will require a mandatory site inspection by the Public Services Director, or his or her designee, and Police Department to determine if there are line of sight concerns (safety emphasized, no blockage of sidewalk and parking is not allowed at any corner formed by the intersecting streets, within thirty (30) feet of the back of the sidewalk or right of way line in the absence of the sidewalk.)
- No RV parking or Commercial Vehicle parking is permitted in the Parkway.
- No portion of the parkway shall be used to park or store any type of commercial vehicle, building, equipment, sign or other obstruction intended for commercial use or display.
- The Parkway parking space must be located directly in front of the lot owned by the applicant. The property owner may be allowed a decal for each vehicle they own, but only one vehicle is allowed to park on the parkway. Permits are limited to one per single family residence and for use by property owner vehicles only.
- Only the adjacent property owner can park on the parkway in front of their own residence; no assignment of use to others.
- These permits do not run with the land and are not transferrable.
- Permit decal must be displayed prominently on the lower corner of the windshield of the parked vehicle, on the side nearest the curb or roadside, so as to be in plain view of any persons looking through the front windshield of the vehicle from the sidewalk or roadside. The permit shall at all times be displayed so that the expiration date is plainly visible from the sidewalk or roadside, or in a location approved by the Public Services Director.
- Vehicle must be currently licensed and in operable condition.
- Washing, greasing or repairing, or advertising the sale of such vehicle in said space shall not be allowed.
- Renewals fees are set out in the attached Resolution. Renewals are permitted for the "purchasing property owner", so long as purchasing property owner remains the owner of the property. Renewals for the lessee or renter are permitted so long as the lessee or renter is occupying the property. Renewals must be renewed in consecutive years.
- Property owners remain responsible for utilities located in the parkway.
- Hard surface requirement at property owner's expense (inspection required by Public Services Department).
- Vehicles cannot be parked closer than 15 ft. to a fire hydrant.

- No removal of trees in the parkways, unless authorized by the City arborist for disease/viability concerns.
- No curb cuts will be permitted.
- Violation of any conditions for this permit will be cause for immediate revocation.

April 9, 2021

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew B. Beamer, P.E., Public Services Director 
Cynthia Langston, Solid Waste Division Manager
Alex Sveda, P.E., Associate Engineer

SUBJECT: Authorizing a Contract for Professional Services with Golder Associates, Inc., in the Amount of \$59,998, for the Casper Regional Landfill Cell 1 Closure and Cell 5 Build, Project No. 21-012.

Meeting Type & Date:

Regular Council Meeting
May 4, 2021

Action Type:

Resolution

Recommendation:

That Council, by resolution, authorize a contract for professional services with Golder Associates, Inc. (Golder), in the amount of \$59,998, for the Casper Regional Landfill (CRL) Cell 1 Closure and Cell 5 Build, Project No. 21-012.

Summary:

The CRL performs annual air space volume calculations and rate planning models to monitor landfill capacity. Recent models have indicated that the active CRL Cell 1 is projected to reach capacity by 2022. Once active cells reach capacity, permanent cover is installed with a geo-synthetic membrane liner under a dirt operations layer and vegetative cover. New cells are built to account for the closed cell capacity with earthwork, geo-synthetic membrane liner, and a dirt operations layer. The engineering design, bidding, cost estimating, construction quality assurance, and construction administration to close CRL Cell 1 and to build Cell 5 is included in this proposal.

City Staff has reviewed Golder's proposal and recommends Golder to perform the work as part of the CRL Cell 1 Closure and Cell 5 Build, Project No. 21-012, for \$59,998.

Financial Considerations:

Funding for this project will be from Balefill funds for Engineering Document Preparation for the CRL Cell 1 Closure and Cell 5 Build.

Oversight/Project Responsibility:

Alex Sveda, Associate Engineer

Attachments:

Resolution

Agreement

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this _____ day of May, 2021, 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. 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. The City is undertaking the Casper Regional Landfill (CRL) Cell 1 Closure and Cell 5 Build, Project No. 21-012.

B. The project requires professional services to provide engineering design, bidding, cost estimating, construction quality assurance, and construction administration for the Casper Regional Landfill (CRL) Cell 1 Closure and Cell 5 Build, Project No. 21-012.

C. The Consultant represents that it is ready, willing, and able to provide the professional services to City as required by this Contract.

D. The City desires to retain the Consultant for such services.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

1. SCOPE OF SERVICES:

The Consultant shall perform the following services in accordance with Consultant's Proposal No. CX21451883-1, dated March 16, 2021, attached hereto as Exhibit A and hereby made a part of this Contract and Exhibit B (Table 1), also attached and made a part of this Contract. However, the third paragraph of Section 6.0 of Exhibit A is excluded from this Contract.

2. TIME OF PERFORMANCE:

The services of the Consultant shall be undertaken and completed on or before the 27th day of October, 2023.

3. COMPENSATION:

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 Fifty Nine Thousand Nine Hundred Ninety Eight and 00/100 Dollars (\$59,998.00).

4. METHOD OF PAYMENT:

Monthly progress payments for undisputed amounts will be made within forty-five (45) days of 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

Wade Frost

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

WITNESS

CONSULTANT
Golder Associates Inc.

By: Jeff Rusca

Printed Name: JEFF RUSCA

Title: SENIOR ENGINEER

By: Cameron Baul

Printed Name: Cameron Baul

Title: Principal

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, excluding any information disclosed which: (1) can be shown to be widely known and readily accessible to the public; or (2) can be shown from Contractor files to have been known to Contractor prior to any disclosure hereunder; or (3) can be shown to have been received by Contractor from a third party without obligation of confidentiality or (4) is required to be disclosed by law or judicial or administrative order, or required to be disclosed in the defense of any claim.

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).

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. Consultant shall also evidence Employers Liability /Stop Gap Coverage.
 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) per claim an in the aggregate.
- 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 04 13 and CG 20 37 04 13 .

2. *Primary Coverage*

For any General Liability claims related to this Contract, the Consultant's insurance coverage shall be primary and non-contributory insurance coverage 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 by endorsement, except with thirty (30) days' notice to the City and ten (10) days' notice for nonpayment of premium. 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 (except with respect to Professional Liability) 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: 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 three (3) years after completion of the contract of work*. However, Consultant's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the Contract

effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *three (3)* years after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

Consultant shall furnish the City with original certificates of insurance including all required amendatory endorsements. 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.

9. *Subconsultants*

Consultant shall require and verify that all Subconsultants maintain insurance meeting all the requirements stated herein, and Consultant shall require that the City is an additional insured on insurance required from Subconsultants.

10. *Special Risks or Circumstances*

Reserved.

- E. Consultant agrees to indemnify the City, the City's employees, elected officials, appointed officials, agents, and volunteers, and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence, fault or willful and wanton conduct of the Consultant and any Subconsultant thereof.

12. INTENT:

Consultant represents that it has read and agrees to the terms of this Contract and further agrees that it is the intent of the parties that Consultant shall perform all of the services for the compensation set forth in this Contract. Consultant also agrees that it is the specific intent of the parties, and a material condition of this Contract, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the City by Resolution of its governing body. Consultant agrees that it has carefully examined the Scope of Services, and that the compensation is adequate for performance of this Contract.

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

The parties to this Contract do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

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



March 16, 2021

Proposal No. CX21451883-1

Cindie Langston
City of Casper
1883 North Station Road
Casper, Wyoming 82609

PROPOSAL FOR DEVELOPMENT OF CONSTRUCTION BID PACKAGES FOR CELL 5 CONSTRUCTION AND CELL 1 PARTIAL CLOSURE; CASPER REGIONAL LANDFILL

Dear Cindie:

At your request, Golder Associates Inc. (Golder) is submitting this proposal for the development of construction bid packages and associated bid and construction design support for the construction of Cell 5 and the partial closure of Cell 1 at the Casper Regional Landfill (CRL). Golder understands that the timing of these construction projects is contingent on updates to the facility airspace planning models (being performed under City Contract 20300389, City Project 20600-19010) and may be deferred to 2022 or 2023; however, the City of Casper (the City) is interested in having the construction bid packages developed at this time in preparation for construction budgeting and planning. As Golder proposed and you confirmed via e-mail on March 12, the earthworks components for the Cell 5 construction project and the Cell 1 partial closure project will be combined into a single construction bid package; similarly, the geosynthetics procurement and installation components will be combined into a single bid package. Golder hopes that the bidding of the Cell 5 project and the Cell 1 partial closure project together as one construction contract will yield lower unit pricing due to project scale, reduced mobilizations, and by limiting the quantity of contractors required for the work.

It is noted that Golder is currently preparing a modified Phase 2 design (which includes Cell 5) that will be incorporated into an updated Lifetime Permit Application for the CRL. This proposal assumes that the modified Phase 2 design will be approved by the Wyoming Department of Environmental Quality (WDEQ) prior to the start of bidding and will serve as the basis for the Cell 5 construction design and the Cell 1 partial closure design.

The scope of this work is further described by task below followed by an approximate schedule and fee estimate to complete the work.

1.0 TASK 001 – CONSTRUCTION BID PACKAGES

Under this task, Golder will prepare the following construction bid packages for the construction of CRL Cell 5 and the partial closure of CRL Cell 1:

- Earthworks construction
- Geosynthetics procurement and installation

Golder Associates Inc.
7245 W Alaska Drive, Suite 200, Lakewood, Colorado, USA 80226

T: +1 303 980-0540 F: +1 303 985-2080

Exhibit A

Cindie Langston
City of Casper

Proposal No. CX21451883-1
March 16, 2021

Each construction bid package will include issued for bid (IFB) drawings, front-end specifications, technical specifications, and a copy of the updated CRL Construction Quality Assurance (CQA) Manual (see Task 003). Construction bid packages will be submitted electronically to the City for review. After incorporating comments, Golder will provide an electronic (.pdf) version of the final bid packages for use in advertisement and bid solicitation.

1.1 Task 001A – Issued for Bid Drawings

The modified Phase 2 design (currently being incorporated into the Lifetime Permit Application) and a current topographic survey of the CRL area will be used as the bases for preparing the IFB drawings. The IFB drawings will require design effort beyond the permit-level Phase 2 design to limit construction to the Cell 5 area, including tie-in to surrounding grade and as-built liner grades in Cell 4. Closure of Cell 1 will be limited to the south facing slope that is at or near final closure grades. The final cover system will be based on Detail 1 in Drawing 14 of the current Lifetime Permit Application.

The following is a tentative drawing list for the Cell 5 construction and Cell 1 partial closure construction projects:

- 1) Cover Sheet
- 2) Existing Conditions/Site Layout Plan
- 3) Site Preparation Requirements (as applicable)
- 4) Cell 5 Subgrade, Liner, and Leachate Collection and Recovery System Plan
- 5) Final Cover Plan
- 6) Stormwater Management Plan
- 7) Leachate Force Main Plan and Profile
- 8) Cross Sections
- 9) Details (8 sheets)

Golder assumes that the City will provide an updated topographic survey of the CRL prior to starting work on the IFB drawings. Quantities for construction items (excavation, embankment fill, finish grading, anchor trench, GCL, geomembrane, geotextile, drainage/operations layer, leachate collection system piping, foundation gas collection material, final cover drainage layer, vegetation support layer, revegetation) will be computed from the available topographic survey and IFB design to allow the unit price bid form to be completed by contractors bidding on the construction.

1.2 Task 001B – Front-End and Technical Specifications

At this time, Golder anticipates the bid documents (front-end and technical specifications) will include the following MasterFormat sections:

- Division 00 – Bidding and Contracting Requirements [EJCDC Standard Contract Documents]
- Division 01 – General Requirements
- Division 03 – Concrete

Exhibit A

Cindie Langston
City of Casper

Proposal No. CX21451883-1
March 16, 2021

- Division 31 – Earthwork
- Division 32 – Exterior Improvements
- Division 33 – Utilities

2.0 TASK 002 – ENGINEER'S COST ESTIMATES

Under this task, Golder will prepare engineer's cost estimates for the Cell 5 construction and Cell 1 partial closure projects based on the work items identified in the unit price bid forms. Engineer's cost estimates will be more detailed than the conceptual budgetary planning estimates currently being updated as part of the updates to the facility airspace planning models. Engineer's cost estimates will be based on unit rates from recent construction projects (including applicable inflation adjustment factors) and/or current RS Means construction cost data books.

3.0 TASK 003 – CQA MANUAL UPDATE

The current CRL CQA Manual (dated May 10, 2011) does not cover CQA requirements for final closure. Under this task, Golder will update the current CQA Plan to include CQA for final cover as well as review the rest of the CQA Plan and bring it up to current industry and testing standards. The CQA Plan will be updated concurrent with the development of the construction bid packages so that it can be included in the final bidding documents. Budget has been allotted under this task to allow for the review of the updated CQA Plan by Peak Geo.

4.0 TASK 004 – DEVELOPMENT OF CRL POST-CLOSURE CARE MANUAL

Under this task, Golder will review the current Closure and Post-Closure Plan (dated May 10, 2011) and provide updates to ensure that it is up to date with current industry standards and includes the planned post-closure care activities the City plans to implement for the partial closure of Cell 1. Budget has been allotted under this task to allow for the review of the updated Closure and Post-Closure Care Plan by Peak Geo. Section 10(b)(viii) of the WDEQ Solid Waste Rules and Regulations requires that a copy of the Closure and Post-Closure Care Plan be maintained at the facility throughout the post-closure period.

5.0 TASK 005 – BID AND CONSTRUCTION DESIGN SUPPORT

Under this task, Golder will assist the City during the bidding and construction periods as summarized below.

5.1 Task 005A – Bid Support

Golder will provide support during the bidding process, including preparing for and leading the pre-bid meeting, issuing pre-bid meeting minutes, responding to contractor questions and preparing bid addenda as needed, preparing the bid tabulation, assisting with contractor selection, and preparing the Issued for Construction (IFC) Project Manual.

For the purposes of costing, Golder has assumed that the City will advertise the bid documents, and the bid document distribution and bidding submittal process will be hosted through the Quest CDN service.

Golder's senior engineer will prepare the pre-bid meeting agenda and lead the pre-bid meeting, which Golder proposes to hold virtually through Microsoft Teams. It is assumed that contractors will be provided the opportunity to visit the site in coordination with the landfill manager. Addenda to the bid documents will be issued on Quest CDN as needed with pre-bid meeting minutes and answers to contractor questions.

Exhibit A

Cindie Langston
City of Casper

Proposal No. CX21451883-1
March 16, 2021

After the bid closing date, Golder will assist with bid tabulation and identifying the lowest responsive bid. After a contractor has been selected, Golder will issue an electronic version and up to three hard copy sets of the IFC Project Manual, which will be signed and sealed by a professional engineer licensed in the state of Wyoming.

5.2 Task 005B – Construction Support

Under this task, Golder will support the City and Peak Geo during the construction process. This task will include responding to contractor requests for information (RFIs), bid document clarifications, CQA questions, submittal reviews, approval of alternates, etc.

For the purposes of costing, Golder has included an allowance to respond to such requests as needed to support the project. If additional effort is necessary for this task, it will be billed on a time-and-materials basis at the rate schedule provided in the attached Table 1, after discussing the additional associated cost and receiving approval from the City.

6.0 SCHEDULE AND FEE ESTIMATE

Golder anticipates starting the construction-level designs upon notice to proceed from the City and receipt of current topographic surveys of the construction areas.

Golder's estimated fees to perform the tasks outlined herein are \$59,998. A more detailed breakdown of these costs by task is presented in the attached Table 1.

~~Golder proposes to perform this project on a time-and-materials basis under a new professional services contract under the same contract terms and conditions as our most recent project (North Platte River Restoration project, First Street Reach, dated August 7, 2018). The cost estimate provided herein will not be exceeded without the City's prior written approval.~~

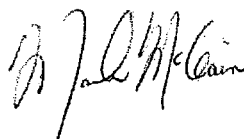
We appreciate this opportunity to continue to be of service to the City. If you have any questions, please do not hesitate to contact the undersigned at (303) 980-0540.

Sincerely,

Golder Associates Inc.



Jeff Rusch, PE
Senior Engineer



Mark McClain
Principal

JAR/MEM/af

CC: Alex Sveda, City of Casper

Attachments: Table 1: Fee Estimate Summary Table

[https://golderassociates.sharepoint.com/sites/142404/project files/1 proposal and project management/1_admin/rev1/cx21451883-1-cr1_cell5&1_bid_packages_proposal_16mar21.docx](https://golderassociates.sharepoint.com/sites/142404/project%20files/1%20proposal%20and%20project%20management/1_admin/rev1/cx21451883-1-cr1_cell5&1_bid_packages_proposal_16mar21.docx)

Exhibit B

TABLE 1

Fee Estimate Summary Table

Table 1: Fee Estimate for Cell 5 Construction and Cell 1 Partial Closure Bid Package

				Task 001	Task 002	Task 003	Task 004	Task 005
				Design and Bid Package	Engineer's Cost Estimates	QQA Plan	Closure and Post-Closure Plan	Bid and Construction Support
PROFESSIONAL SERVICES	Unit	Unit Rate	Quantity	Est. Units	Est. Units	Est. Units	Est. Units	Est. Units
Practice / Program Leader (C7)	hour	\$210	32	24	4	4	4	8
Senior Engineer / Scientist (C5)	hour	\$165	80	60	8	12	12	40
Senior Project Engineer / Scientist (C4)	hour	\$140	0					
Project Engineer / Scientist (C3)	hour	\$125	124	100	24			20
Staff Engineer / Scientist (C2)	hour	\$110	40	40				
Admin (A3)	hour	\$85	14	8	2	4	4	2
LABOR SUBTOTAL				\$32,520	\$5,330	\$3,160	\$3,160	\$10,950
DIRECT JOB COSTS								
Office Service Fee	7%			\$2,276	\$373	\$221	\$221	\$767
Subcontractor						\$510	\$510	
DIRECT COSTS SUBTOTAL				\$2,276	\$373	\$731	\$731	\$767
TASK TOTAL:				\$34,796	\$5,703	\$3,891	\$3,891	\$11,717
PROJECT TOTAL:				\$59,998				

RESOLUTION NO.21-57

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH GOLDER ASSOCIATES, INC. (GOLDER) FOR THE CASPER REGIONAL LANDFILL (CRL) CELL 1 CLOSURE AND CELL 5 BUILD, PROJECT NO. 21-012.

WHEREAS, the City of Casper desires to enter into a contract for engineering design, bidding, cost estimating, construction quality assurance, and construction administration for CRL Cell 1 Closure and Cell 5 Build, Project No. 21-012 (the "Project"); and,

WHEREAS, the City of Casper desires to have Golder provide the engineering services required for the updates; and,

WHEREAS, Golder, is able and willing to provide the required services for 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, a Contract for Professional Services with Golder for the Project.

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 contract, equal to a total fixed cost amount of Fifty Nine Thousand Nine Hundred Ninety Eight and 00/100 Dollars (\$59,998.00).

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2021.

APPROVED AS TO FORM:




ATTEST:


CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

April 13, 2021

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director 
Scott R. Baxter, P.E., Associate Engineer

SUBJECT: Authorizing an Agreement with Treto Construction, LLC, in the Amount of \$244,150.00, for the Coates Road Local Assessment District No. 158, Project No. 20-037.

Meeting Type & Date
Regular Council Meeting
May 4, 2021

Action type
Resolution

Recommendation

That Council, by resolution, authorize an Agreement with Treto Construction, LLC, for construction of the Coates Road Local Assessment District No. 158, Project No. 20-037, for the base bid amount of \$244,150.00. Furthermore, it is recommended that Council authorize a construction contingency account in the amount of \$10,850.00, for a total project amount of \$255,000.00.

Summary

On April 13, 2021, bids were received from eight (8) contractors for construction of the Coates Road Local Assessment District No. 158 Project. The bids for the work were as follows:

<u>CONTRACTOR</u>	<u>LOCATION</u>	<u>BASE BID</u>
Treto Construction	Casper, Wyoming	\$ 244,150.00
Andreen Hunt Construction	Mills, Wyoming	\$ 266,402.00
Wayne Coleman Construction	Mills, Wyoming	\$ 280,307.00
Crown Construction	Mills, Wyoming	\$ 286,664.00
Installation & Service Company	Mills, Wyoming	\$ 303,231.00
Knife River	Casper, Wyoming	\$ 309,961.00
Ramshorn Construction	Casper, Wyoming	\$ 332,000.00
71 Construction	Casper, Wyoming	\$ 355,001.83

The estimate for the project was \$265,150.00, prepared by the City of Casper Engineering Division.

A property owner on Coates Road had requested that the City create a Local Assessment District (LAD) to upgrade Coates Road from a gravel road to a paved road. The City Council approved the LAD on January 19, 2021.

Coates Road is near the western edge of the City of Casper municipal boundary and runs south from State Highway 220 to the city limits, and beyond that in the jurisdiction of Natrona County. On January 19, 2021, the City also executed a memorandum of understanding with Natrona County for cost sharing on this project. Natrona County and the City of Casper will each pay for one-third of the costs within the City limits, and property owners served by Coates Road within the City limits will also pay for one-third. Beyond the City limits, Natrona County will pay for all improvements.

The project includes re-grading and re-compacting the existing gravel roadway, installing new asphalt pavement, and miscellaneous items associated with the new pavement (shoulder work and valve box adjustments). Construction of the improvements is to be substantially complete by August 13, 2021.

The City engineering staff has reviewed the bids and recommends awarding a contract to Treto Construction.

Financial Considerations

Funding for the project will be from Optional One Percent #16 Funds for Street Improvements in amount of \$53,000. The property owners served within the Local Assessment District will be assessed in the amount of \$53,000. Funding from Natrona County will include \$53,000 within the City limits and \$96,000 outside the City limits.

Oversight/Project Responsibility

Scott R. Baxter, P.E., Associate Engineer, Public Services Department.

Attachments

Resolution
Agreement
Bid Form

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 N. David Street, Casper, WY 82601, hereinafter referred to as the "Owner," and Treto Construction, LLC, PO Box 50610, Casper, WY 82609, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to construct asphalt pavement surfacing on a portion of Coates Road; and,

WHEREAS, Treto Construction, LLC, is able and willing to provide those services specified as the City of Casper, Coates Road Local Assessment District No. 158, Project No. 20-037.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the City of Casper, Coates Road Local Assessment District No. 158, Project No. 20-037.

ARTICLE 2. ENGINEER.

The Project has been designed by the City of Casper Engineering Office, 200 N. David, Casper, Wyoming, 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 August 13, 2021, and completed and ready for final payment in accordance with Article 14 of the General Conditions by September 3, 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 the Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1

Treto Construction, LLC
Coates Road Local Assessment District No. 158, Project No. 20-037

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 Two Hundred Forty-Four Thousand One Hundred Fifty and 00/100 Dollars (\$244,150.00), 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 and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form and 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 25th day of each month during construction, and Owner shall mail progress payments in the following month one day after the second monthly meeting of the Casper City Council. Progress payments shall be structured as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.01 of the General Conditions, subject to the cutoff and submittal dates provided in the Measurement and Payment Procedures.
 - 5.1.1 Progress payments will be made in an amount equal to ninety five percent (95%) of the Work completed, and ninety five percent (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 OWNER may withhold progress payments if CONTRACTOR fails to submit an updated progress schedule with the application for payment as detailed in Section 01310 Progress Schedules.
- 5.3 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 fifty thousand dollars (\$50,000.00) 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.

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 Standard Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" – Standard Bid Form (Pages BF-1 to BF-4, inclusive) and Bid Schedule (BS-1).
- 8.4 Addenda No. 1,2.
- 8.5 Standard Performance and Labor and Material Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 Standard General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Standard Supplementary Conditions (Pages SSC-1 to SSC-16, inclusive).
- 8.9 General Requirements, consisting of seven (7) sections.
- 8.10 Special Provisions (Section 01810).
- 8.11 Notice of Award.
- 8.12 Notice to Proceed.
- 8.13 Minutes of the Pre-Bid Conference, if any.
- 8.14 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.15 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.4 and 3.5 of the General Conditions, on or after the effective date of this Agreement.

Treto Construction, LLC

Coates Road Local Assessment District No. 158, Project No. 20-037

8.16 Certificate of Substantial Completion.

8.17 Drawings: Coates Road Local Assessment District No. 158 – Sheets 1 – 5

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.

(this space intentionally left blank)

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.

APPROVED AS TO FORM:

(Coates Road Local Assessment District No. 158, Project 20-037)

Wallace Tremel

DATED this _____ day of _____, 2021.

WITNESS:

CONTRACTOR:

Treto Construction, LLC

PO Box 50610

Casper, WY 82609

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

OWNER:

CITY OF CASPER, WYOMING

A Municipal Corporation

By: _____

By: _____

Fleur Tremel

Steven K. Freel

Title: City Clerk

Title: Mayor

Treto Construction, LLC

Coates Road Local Assessment District No. 158, Project No. 20-037

SFA-6

EXHIBIT "A"
STANDARD
BID FORM

PROJECT IDENTIFICATION: City of Casper
 Coates Road Local Assessment District No. 158
 Project No. 20-037

THIS BID SUBMITTED TO: City of Casper
 200 North David Street
 Casper, Wyoming 82601

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price by **July 30, 2021**, and completed and ready for final payment not later than **August 20, 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 17-7-101, 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> 01 </u>	Dated <u> 04/07/21 </u>
Addendum No. <u> 02 </u>	Dated <u> 04/09/21 </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: \$ 244,150.00
TOTAL BASE BID, IN WORDS: Two hundred forty four thousand one
hundred fifty and zero 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.
- C. Copy of Certificate of Residency, if bidding as a resident.
9. Communications concerning this Bid shall be addressed to:

Address of Bidder: Treto Construction, LLC
P.O. Box 50610
Casper, WY 82609

10. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, except as provided in the Supplementary Conditions and Bidding Documents.

Submitted on April 13th, 2021.

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: Treto Constructio, LLC (seal)
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)

By: German G. Treto German G. Treto (seal)
President

(Title)

(Seal)

Attest: Crista Treto

Business Address: Treto Construction, LLC
5251 Gladstone St.
Casper, WY 82609

Phone Number: 307-237-8836

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.)

Coates Road Local Assessment District No. 158 (#7673316)
 Owner: Casper WY, City of
 Solicitor: Casper WY, City of
 04/13/2021 10:00 AM MDT

City Project No. 20-037
 Complete Bid Schedule
 Treto Construction, LLC

		Treto Construction			
Item	Item Description	Unit	Quantity	Unit Price	Extension
	Schedule A - City Portion				\$149,500.00
1A	Mobilization	LS	1	\$5,000.00	\$5,000.00
2A	F&I Temporary Traffic Control	LS	1	\$2,500.00	\$2,500.00
3A	F&I Project Signs	EA	2	\$500.00	\$1,000.00
4A	Scarify, Re-Grade & Re-Compact Existing Gravel Base (4" Depth)	LS	1	\$10,000.00	\$10,000.00
5A	Remove Existing Asphalt Approach (Depth Varies)	SY	220	\$5.00	\$1,100.00
6A	F&I Tack Coat	LS	1	\$2,500.00	\$2,500.00
7A	F&I 2" Asphalt Pavement (3/4" Mix - Subsurface Course) - Road Section	TON	515	\$85.00	\$43,775.00
8A	F&I 2" Asphalt Pavement (1/2" Mix - Surface Course) - Road Section	TON	525	\$85.00	\$44,625.00
9A	F&I 2" Asphalt Pavement (3/4" Mix - Subsurface Course) - Approaches	TON	125	\$85.00	\$10,625.00
10A	F&I 2" Asphalt Pavement (1/2" Mix - Surface Course) - Approaches	TON	125	\$85.00	\$10,625.00
11A	F&I Crushed Base Strip Section (Shoulders)	LS	1	\$8,000.00	\$8,000.00
12A	Materials Testing for Street Construction Materials	LS	1	\$2,000.00	\$2,000.00
13A	Adjust Valve Box Top & Install 33"x33" Concrete Diamond	EA	7	\$250.00	\$1,750.00
14A	Erosion & Sediment Control Permitting (SWPPP)	LS	1	\$3,000.00	\$3,000.00
15A	Erosion & Sediment Control Implementation (Inspect/Record/Maintain)	LS	1	\$3,000.00	\$3,000.00
	Schedule B - County Portion				\$94,650.00
1B	Mobilization	LS	1	\$5,000.00	\$5,000.00
2B	F&I Temporary Traffic Control	LS	1	\$2,500.00	\$2,500.00
3B	Relocate Existing Sign Post	EA	1	\$100.00	\$100.00
4B	Scarify, Re-Grade & Re-Compact Existing Gravel Base (4" Depth)	LS	1	\$8,000.00	\$8,000.00
5B	F&I Tack Coat	LS	1	\$2,500.00	\$2,500.00
6B	F&I 2" Asphalt Pavement (3/4" Mix - Subsurface Course) - Road Section	TON	350	\$85.00	\$29,750.00
7B	F&I 2" Asphalt Pavement (1/2" Mix - Surface Course) - Road Section	TON	360	\$85.00	\$30,600.00
8B	F&I Crushed Base Strip Section (Shoulders)	LS	1	\$5,000.00	\$5,000.00
9B	Materials Testing for Street Construction Materials	LS	1	\$2,000.00	\$2,000.00
10B	Clean Existing 24" RCP Culvert	LF	40	\$30.00	\$1,200.00
11B	F&I Rip-Rap Rock, d-50 = 6 Inches (6")	CY	10	\$200.00	\$2,000.00
12B	Erosion & Sediment Control Permitting (SWPPP)	LS	1	\$3,000.00	\$3,000.00
13B	Erosion & Sediment Control Implementation (Inspect/Record/Maintain)	LS	1	\$3,000.00	\$3,000.00
	Base Bid Total:				\$244,150.00

RESOLUTION NO.21-58

A RESOLUTION AUTHORIZING AN AGREEMENT WITH TRETO CONSTRUCTION, LLC, FOR THE COATES ROAD LOCAL ASSESSMENT DISTRICT NO. 158, PROJECT NO. 20-037.

WHEREAS, the City of Casper desires to construct asphalt pavement surfacing on a portion of Coates Road; and,

WHEREAS, Treto Construction, LLC, is able and willing to provide those services specified as the Coates Road Local Assessment District No. 158, Project 20-037; and,

WHEREAS, it would be in the best interest of the City to expedite changes by allowing the City Manager to sign change orders affecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Ten Thousand Dollars (\$10,000.00), 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 Treto Construction, LLC, for those services, in the amount of Two Hundred Forty-Four Thousand One Hundred Fifty and 00/100 Dollars (\$244,150.00).

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 Ten Thousand Dollars (\$10,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the project, retaining those amounts prescribed by the Agreement, equal to a total amount not to exceed Two Hundred Forty-Four Thousand One Hundred Fifty and 00/100 Dollars (\$244,150.00), and Ten Thousand Eight Hundred Fifty and 00/100 Dollars (\$10,850.00) for a construction contingency account, for a total price of Two Hundred Fifty-Five Thousand and 00/100 Dollars (\$255,000.00).

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2021.

APPROVED AS TO FORM:

(Coates Road Local Assessment District No. 158, Project 20-037)



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

April 14, 2021

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 Crown Construction, LLC, in the amount of \$81,850.00, for the David Street Alley Sewer Replacement, Project No. 20-020

Meeting Type & Date

Regular Council Meeting

May 4, 2021

Action Type

Resolution

Recommendation

That Council, by resolution, authorize an Agreement with Crown Construction, LLC, in the amount of \$81,850.00, for the David Street Alley Sewer Replacement, Project No. 20-020. Furthermore, it is recommended that Council authorize a construction contingency account in the amount of \$8,150.00, for a total project amount of \$90,000.00.

Summary

This project is for the replacement of 300 feet of sewer main and 2 manholes in the alley between David Street and Ash Street. The sewer main and manholes were identified as in need of replacement by wastewater collection crews by CCTV.

The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
Crown Construction	Mills, Wyoming	\$81,850.00
71 Construction	Casper, Wyoming	\$101,937.50
Installation and Service Company	Mills, Wyoming	\$105,937.50
Treto Construction	Casper, Wyoming	\$107,010.00

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 August 6, 2021, and August 20, 2021, for substantial and final completion respectively. The estimate prepared by the City Engineering Department was \$107,300.00.

Financial Considerations

The budget available for the project is \$130,000.00 from 1%16. The encumbrance for the project will be \$74,606.00 from 1%16 funds allocated for sewer improvements and \$15,394.00 from 1%16 funds allocated for streets.

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 Crown Construction, LLC, P.O. Box 664, Mills, Wyoming 82644, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to replace sewer mainline and man holes in the alley between David Street and Ash Street north of Midwest Avenue in Casper; and,

WHEREAS, Crown Construction, LLC, is able and willing to provide those services specified as the DAVID STREET ALLEY SEWER MAIN REPLACEMENT, Project 20-020.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the DAVID STREET ALLEY SEWER MAIN REPLACEMENT, Project 20-020.

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 August 6, 2021, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by August 20, 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 (\$750.00) 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 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 Eighty-One Thousand Eight Hundred Fifty and 00/100 Dollars (\$81,850.00). 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 \$50,000.00 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 (BF-1 through BF-4) and Bid Schedule
- 8.3 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.4 Addenda No. 1 .
- 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 three (3) 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 _____ day of _____, 2021.

The rest of this page is intentionally blank

APPROVED AS TO FORM:

(David Street Alley Sewer Main Replacement, Project 20-020)

Walter Tremel

WITNESS:

CONTRACTOR:

Crown Construction, LLC

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

OWNER:

CITY OF CASPER, WYOMING

A Municipal Corporation

By: _____

Fleur Tremel

Title: City Clerk

By: _____

Steven K. Freel

Title: Mayor

EXHIBIT "A"
STANDARD
BID FORM
(Approved by City Attorney, 1995)

PROJECT IDENTIFICATION: City of Casper
David Street Alley Sewer Replacement, Project 20-020

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 August 6, 2021, and completed and ready for final payment not later than August 20, 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> 4/9/2021 </u>
Addendum No. _____	Dated _____

- 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: \$ 81,850.00

TOTAL BASE BID, IN WORDS: Eighty one thousand eight hundred fifty 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: Crown Construction LLC
P.O. Box 664
Mills, WY 82644

10. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, except as provided in the Supplementary Conditions and Bidding Documents.

Submitted on April 13, 2021.

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: Crown Construction LLC (seal)
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)

By: [Signature] Keith Cummings Owner

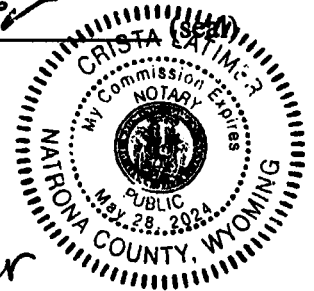
(Title) Notary

(Seal)

Attest: Crista Latimer Crista Latimer

Business Address: Crown Construction LLC
P.O. Box 1664
Mills, WY 82644

Phone Number: 307-337-7069



A JOINT VENTURE

By: _____ (seal)
(Name)

(Address)

By: _____ (seal)
(Name)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

EXHIBIT "A"
Bid Schedule

David Street Alley Sewer Main Replacement, Project No. 20-020
Tuesday, April 13, 2021

Bit Item	Description	Unit	Quantity	Unit Price	Total Price
1	Mobilization and Bonds	LS	1	\$ 13,000.00	\$ 13,000.00
2	R&R 48" Sanitary Sewer Manhole (Depths Vary)	EA	2	\$ 4,200.00	\$ 8,400.00
3	Reinstate Sewer Service	EA	14	\$ 300.00	\$ 4,200.00
4	F&I 3" Asphalt PG 64-22 over 6" Grading "W" Base	SY	700	\$ 20.00	\$ 14,000.00
5	F&I 2" Asphalt PG 64-22 over 4" Grading "W" Base	SY	175	\$ 18.00	\$ 3,150.00
6	F&I 6" Concrete over 4" Base Flat	SY	30	\$ 90.00	\$ 2,700.00
7	F&I Flow Fill Encasement	CY	10	\$ 90.00	\$ 900.00
8	R&R 8" Sanitary Sewer Main	LF	320	\$ 100.00	\$ 32,000.00
9	Traffic Control	LS	1	\$ 2,500.00	\$ 2,500.00
10	Remove and Dispose 48" Sanitary Sewer Manhole (Depths Vary)	EA	1	\$ 1,000.00	\$ 1,000.00
				Total Base Bid	\$ 81,850.00

RESOLUTION NO. 21-59

A RESOLUTION AUTHORIZING AN AGREEMENT WITH
CROWN CONSTRUCTION, LLC, FOR THE DAVID STREET
ALLEY SEWER REPLACEMENT, PROJECT NO. 20-020.

WHEREAS, the City of Casper desires to enter into a contract for sewer main replacement in the alley between David Street and Ash Street and between Midwest Avenue and Yellowstone Highway in Casper; and,

WHEREAS, Crown Construction, LLC, is able and willing to provide those services specified as the David Street Alley Sewer Replacement, Project No. 20-020; 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 Eight Thousand One Hundred Fifty and 00/100 Dollars (\$8,150.00) 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 Crown Construction, LLC, in the amount of Eighty-One Thousand Eight Hundred Fifty and 00/100 Dollars (\$81,850.00).

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 Eight Thousand One Hundred Fifty and 00/100 Dollars (\$8,150.00), and other project administration related change orders that do not substantially alter the scope of the project.

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 Eighty-One Thousand Eight Hundred Fifty and 00/100 Dollars (\$81,850.00) and Eight Thousand One Hundred Fifty and 00/100 Dollars (\$8,150.00), for a total price of Ninety Thousand and 00/100 Dollars (\$90,000.00).

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2021.

APPROVED AS TO FORM:




ATTEST:


CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

April 23, 2021

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director 
Terry Cottenoir, Engineering Technician

SUBJECT: Authorizing an Agreement with JTL Group Inc., dba Knife River, in the Amount of \$318,922.29, for the Morad Park to Walmart Trail.

Meeting Type & Date
Regular Council Meeting
May 4, 2021

Action type
Resolution

Recommendation

That Council, by resolution, authorize an agreement with JTL Group Inc., dba Knife River (Knife River), in the amount of \$318,922.29, for the Morad Park to Walmart Trail, Project No. 18-050. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$20,000.00, for a total project amount of \$338,922.29.

Summary

On Tuesday, March 23, 2021, six (6) bids were received for the Morad Park to Walmart Trail, Project No. 18-050. The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
Treto Construction	Casper, WY	\$283,210.00
Crown Construction	Casper, WY	\$283,538.00
Knife River	Casper, WY	\$318,922.29
Granite Peak Construction Services	Casper, WY	\$355,095.50
Transmission Distribution Service	Glenrock, WY	\$404,084.11
Wayne Coleman Construction	Mills, WY	\$439,307.00

The City of Casper was awarded a Transportation Alternative Program (TAP) grant from the Wyoming Department of Transportation (WYDOT) for the Morad Park to Walmart Trail. The TAP grant requires a local funding match of 20% of the project cost, and TAP funds will account for the remaining 80% of the project costs. The project includes constructing a new multi-use detached concrete pathway from Morad Park to the west side Walmart. The Morad Park to Walmart Trail will provide a safe and separate route for non-drivers that connects the Platte River Trail to the Mountain View Shopping Center and surrounding neighborhoods. Work is scheduled to be completed by August 13, 2021. The estimate prepared by the City's consultant, WLC Engineering and Surveying, was \$352,945.86.

Due to federal regulations associated with the TAP grant, the provisions of Wyoming State Statute § 16-6-102 through 16-6-107 – Preference for Wyoming labor and materials do not apply to this contract. The contract shall be awarded to the qualified bidder making the lowest, responsive bid that complies with all requirements. Additionally, WYDOT is required to review all bids and provide bid concurrence for the lowest, responsive bidder that has met all of the federal bidding requirements. The two low bidders on the project, Treto Construction and Crown Construction, did not meet the federal requirements for soliciting Disadvantage Business Enterprise quotes for subcontracting, and were disqualified by WYDOT.

A notice was published in the local newspaper once a week for three consecutive weeks as required by State Statute, and the project was advertised on the City of Casper's website (www.casperwy.gov).

Financial Considerations

Funding will be from Budgeted Current Revenue of the Transportation Alternatives Program Grant Fund in the amount of \$160,762.34, One Cent #15 Optional Sales Tax Fund allocated to the Plate River Trails Trust in the amount of \$40,190.59, One Cent #16 Optional Sales Tax Fund allocated to the Plate River Trails Trust in the amount of \$102,969.36, and a private donation from the Platte River Trails Trust in the amount of \$35,000.00.

Oversight/Project Responsibility

Terry Cottenoir, Engineering Technician, Public Services Department.

Attachments

Resolution

Agreement

WYDOT Letter of Bid Non-Concurrence for Bids from Treto Construction and Crown Construction

WYDOT Letter of Concurrence for Bid from Knife River

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 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 install a new concrete pathway from Morad Park to the west side Walmart; and,

WHEREAS, JTL Group Inc., dba Knife River, is able and willing to provide those services specified as the **Morad Park to Walmart Trail, Project No. 18-050**.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the **Morad Park to Walmart Trail, Project No. 18-050**, hereinafter referred to as the "Work."

ARTICLE 2. ENGINEER.

The Project has been designed by WLC Engineering and Surveying, 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 the 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 August 13, 2021, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by August 27, 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 One Thousand Dollars (\$1,000) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner

Five Hundred Dollars (\$500.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

In consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Three Hundred Eighteen Thousand Nine Hundred Twenty-Two and 29/100 Dollars (\$318,922.29), 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 and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-5, Bid Form and 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 25th day of each month during construction, and Owner shall mail progress payments in the following month one day after the second monthly meeting of the Casper City Council. Progress payments shall be structured as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.
 - 5.1.1 Progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.3, Final Payment.
 - 5.1.2 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement.
- 5.2 OWNER may withhold progress payments if CONTRACTOR fails to submit an updated progress schedule with the application for payment as detailed in Section 01310 Progress Schedules.

- 5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

ARTICLE 6. WITHHELD FUNDS.

Pursuant to Wyoming Statutes Section 16-6-701 et seq., withheld percentages for Contracts exceeding Fifty Thousand Dollars (\$50,000.00) will be retained in an account in the name of the Contractor (except when specifically waived in writing by Contractor) which has been assigned to the Owner until the Contract is completely, satisfactorily, and finally accepted by the Owner. Unless a depository is designated by the Contractor in a written attachment hereto, the Contractor's signature hereon shall act as authority for the Owner to designate a retainage depository on behalf of the Contractor, for the purposes specified in Wyoming Statutes Section 16-6-704. The Contractor's signature hereon shall act as an assignment of the depository account to the Owner, as provided by Wyoming Statutes Section 16-6-701 et seq., whether the depository is designated by the Contractor or by the Owner.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 Contractor has made or caused to be made examinations, investigations, and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.
- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

ARTICLE 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between Owner and Contractor are attached to this Agreement, made a part hereof and consist of the following:

- 8.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form (Pages BF-1 to BF-5, inclusive) and Itemized Bid Schedule (Page BS-1, inclusive).
- 8.4 Addenda No. (1).
- 8.5 Performance and Labor and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).
- 8.9 Technical Specifications.
- 8.10 Exhibit "B" - FHWA-1273 Required Contract Provisions Federal-Aid Construction Contracts (Pages 1 to 12, inclusive).
- 8.11 Exhibit "C" - Supplementary FHWA Required Contract Provisions (Pages 1 to 2, inclusive).
- 8.12 Notice of Award.
- 8.13 Notice to Proceed.
- 8.14 Minutes of the Pre-Bid Conference, if any.
- 8.15 Contract Drawings consisting of twelve (12) drawing sheets, with each sheet bearing the following general title:

Morad Park to Walmart Trail, Project No. 18-050

- 8.16 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.

8.17 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.

8.18 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.

(This space intentionally left blank)

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 _____ day of _____, 2021.

APPROVED AS TO FORM:

Walter T. Jones

CONTRACTOR:

WITNESS:

JTL Group Inc., dba Knife River

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

OWNER:

CITY OF CASPER, WYOMING

A Municipal Corporation

By: _____

By: _____

Fleur Tremel

Steven K. Freel

Title: City Clerk

Title: Mayor

PROJECT IDENTIFICATION: City of Casper
Morad Park to Walmart Trail

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 of Casper 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 **August 13, 2021**, and completed and ready for final payment not later than **August 27, 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 sixty (60) 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 of Casper's Notice of Award.
3. Bidder, either personally or through its duly authorized representatives, certifies that it has read, understood, and agreed to all terms and conditions including all certifications and clauses contained in the Bid Documents.
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>3-18-21</u>
Addendum No. _____	Dated _____
 - 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

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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 of Casper.

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: \$ 318,922.29

TOTAL BASE BID, IN WORDS: Three hundred eighteen thousand
nine hundred twenty-two DOLLARS and twenty-nine cents

6. Bidder agrees the work for the City of Casper 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 the amount provided is an estimate of 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. Itemized Bid Schedule
 - B. Required Bid Security.
 - C. Certification of Suspension and Debarment.
 - D. Disadvantaged Business Enterprise Solicitation Certification.
 - E. Title VI Assurances/Non-Discrimination Provisions form.

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 3-23, 2021.

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)
(Title) Mike Haynes VP/GM

(Seal)

Attest: Ganett Borer

Business Address: JTL Group Inc., dba Knife River
PO Box 230
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.)

REGISTERED WITH THE WYOMING SECRETARY OF STATE

I. Bidder is a corporation or limited liability company?

Yes ☒ No ☐

II. Has the above Bidder registered with the Wyoming Secretary of State to do business in the State of Wyoming?

Yes ☒ No ☐

Morad Park to Walmart Trail, Project No. 18-050 (#7477748)
 Owner: City of Casper
 Engineer: WLC Engineering and Surveying
 03/23/2021 02:00 PM MDT

BID SCHEDULE

Line Item	Item Description	Unit	Quantity	Knife River, Inc.	
				Unit Price	Total Price
1	MOBILIZATION	LS	1	\$10,428.03	\$10,428.03
2	MISCELLANEOUS FORCE ACCOUNT	FA	1	\$10,000.00	\$10,000.00
3	TOPSOIL REMOVAL & REPLACEMENT	LS	1	\$9,548.57	\$9,548.57
4	UNCLASSIFIED EXCAVATION	LS	1	\$25,703.26	\$25,703.26
5	UNCLASSIFIED MATERIAL EXPORT	LS	1	\$18,637.88	\$18,637.88
6	5" CONCRETE PATHWAY	SY	1,820	\$37.59	\$68,413.80
7	4" GRADING "W" BASE	SY	1,990	\$12.72	\$25,312.80
8	4"/8" ASPHALT PATCH	SY	120	\$106.71	\$12,805.20
9	REMOVE & DISPOSE CONCRETE RUBBLE	LS	1	\$4,654.02	\$4,654.02
10	STORM MANHOLE	EA	2	\$10,392.63	\$20,785.26
11	CATCH BASIN	EA	2	\$4,922.45	\$9,844.90
12	12" PVC STORM PIPE	LF	128	\$55.96	\$7,162.88
13	12" RCP FLARED END SECTION	EA	1	\$1,236.34	\$1,236.34
14	24" PVC STORM PIPE	LF	140	\$132.79	\$18,590.60
15	24" RCP FLARED END SECTION	EA	1	\$1,728.25	\$1,728.25
16	12" TO 18" DEEP RIP RAP	SY	30	\$137.10	\$4,113.00
17	EROSION CONTROL MAT	SF	45,600	\$0.39	\$17,784.00
18	F&I 2'X8' WHITE CROSSWALK BAR	EA	31	\$394.92	\$12,242.52
19	INSTALL CURB AND GUTTER	LF	300	\$39.80	\$11,940.00
20	CONCRETE SLOTTED DRAIN MODIFICATION	LS	1	\$1,520.29	\$1,520.29
21	CLEARING AND GRUBBING	LS	1	\$4,704.93	\$4,704.93
22	REMOVE EXISTING SURFACING	LS	1	\$1,610.38	\$1,610.38
23	PUSH BUTTON CROSSING SYSTEM	LS	1	\$4,442.68	\$4,442.68
24	SEEDING AND RECLAMATION	LS	1	\$6,661.79	\$6,661.79
25	TEMPORARY TRAFFIC CONTROL	LS	1	\$2,785.64	\$2,785.64
26	PEDESTRIAN STOP SIGN	EA	3	\$727.58	\$2,182.74
27	PROVIDE SWPPP & IMPLEMENTATION	LS	1	\$4,082.53	\$4,082.53
Base Bid Total:					\$318,922.29

Exhibit "B"

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal 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 any 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 Federal 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Exhibit "C"

SUPPLEMENTARY DOCUMENT FOR FHWA-1273 – REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

Title 46 - Shipping

Volume: 8

Date: 2014-10-01

Original Date: 2014-10-01

Title: Section 381 .7- Federal Grant, Guaranty, Loan and Advance of Funds Agreements.

Context: Title 46- Shipping. CHAPTER II- MARITIME ADMINISTRATION, DEPARTMENT OF TRANSPORTATION. SUBCHAPTER J- MISCELLANEOUS. PART 381- CARGO PREFERENCE-U.S.- FLAG VESSELS.

§ 381.7 Federal Grant, Guaranty, Loan and Advance of Funds Agreements.

In order to insure a fair and reasonable participation by privately owned United States-flag commercial vessels in transporting cargoes which are subject to the Cargo Preference Act of 1954 and which are generated by U.S. Government Grant, Guaranty, Loan and/or Advance of Funds Programs, the head of each affected department or agency shall require appropriate clauses to be inserted in those Grant, Guaranty, Loan and/or Advance of Funds Agreements and all third party contracts executed between the borrower/grantee and other parties, where the possibility exists for ocean transportation of items procured, contracted for or otherwise obtained by or on behalf of the grantee, borrower, or any of their contractors or subcontractors. The clauses required by this part shall provide that at least 50 percent of the freight revenue and tonnage of cargo generated by the U.S. Government Grant, Guaranty, Loan or Advance of Funds be transported on privately owned United States-flag commercial vessels. These clauses shall also require that all parties provide to the Maritime Administration the necessary shipment information as set forth in § 381 .3. A copy of the appropriate clauses required by this part shall be submitted by each affected agency or department to the Secretary, Maritime Administration, for approval no later than 30 days after the effective date of this part. The following are suggested acceptable clauses with respect to the use of United States-flag vessels to be incorporated in the Grant, Guaranty, Loan and/or Advance of Funds Agreements as well as contracts and subcontracts resulting therefrom:

(a) *Agreement Clauses.* "Use of United States-flag vessels:

"(1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available. "(2) Within 20 days following the date of loading for shipments

originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590."

(b) *Contractor and Subcontractor Clauses.* "Use of United States-flag vessels: The contractor agrees-

"(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

"(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment 3 of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

"(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract."

(Reorganization Plans No. 21 of 1950 (64 Stat. 1273) and No. 7 of 1961 (75 Stat. 840) as amended by Pub. L. 91-469 (84 Stat. 1036) and Department of Commerce Organization Order 10-8 (38 FR 19707, July 23, 1973)) [42 FR 57126, Nov. 1, 1977]



Mark Gordon
Governor

WYOMING Department of Transportation

"Provide a safe and effective transportation system"

5300 Bishop Boulevard, Cheyenne, Wyoming 82009-3340



K. Luke Reiner
Director

March 26, 2021

City of Casper
Attention: Terry Cottenoir
200 N. David Street
Casper, WY 82601

RE: Bid Non-Concurrence - FY2019 Transportation Alternatives Program
(TAP) Project CD19201

Dear Terry,

This letter serves to inform the City of Casper that after review of the bid tabulation and supporting documentation submitted, we cannot concur with your recommendation to award the project to Treto Construction, LLC, the first low-bidder, or to Crown Construction, LLC, the second low-bidder for the reasons indicated below:

The first low-bidder solicited DBEs in a pro-forma manner and is therefore non-responsive. The second low-bidder also solicited in a pro-forma manner failed and failed to indicate the result of their solicitation in the appropriate location on the DBE Participation Certification form and is therefore non-responsive.

If the City of Casper elects to award the project to either of the non-responsive bidders, federal funds cannot participate in this project.

If you should have any questions please feel free to call me at 307-777-4862 or david.herdt@wyo.gov.

Sincerely,

David M. Herdt
Local Programs Coordinator



WYOMING Department of Transportation

"Provide a safe and effective transportation system"

5300 Bishop Boulevard, Cheyenne, Wyoming 82009-3340



March 30, 2021

City of Casper
Attention: Terry Cottenoir
200 N. David Street
Casper, WY 82601

**RE: Concurrence in Bid Award - FY2019 Transportation Alternatives
Program (TAP) Project CD19201**

Dear Terry,

This letter serves to inform the City of Casper that after a review of the bid tabulation and supporting documentation submitted, we concur with your recommendation to award the project to Knife River. Please ensure that the low bidder is made aware that should any additional opportunities for subcontracting arise on the project, they *must* solicit DBE's for bids for the work and show proof of the solicitation.

Once the contract, *with the FHWA 1273 physically attached*, has been fully executed, please email a copy to me for review. Please click on this link for the attachment: [Combined FHWA 1273](#)

This is NOT your Notice to Proceed with Construction. Your Notice to Proceed with Construction will be issued after a copy of the fully executed contract is received.

If you should have any questions please feel free to call me at 307-777-4862 or david.herdt@wyo.gov.

Sincerely,

David M. Herdt
Local Programs Coordinator

Cc: Mark Ayen, P.E. – WYDOT District Engineer

Link to: [Project Forms](#)

RESOLUTION NO. 21-60

A RESOLUTION AUTHORIZING AN AGREEMENT WITH
JTL GROUP INC., DBA KNIFE RIVER, FOR THE MORAD PARK
TO WALMART TRAIL, PROJECT NO. 18-050.

WHEREAS, the City of Casper desires to install a new concrete pathway from Morad Park to the west side Walmart; and,

WHEREAS, JTL Group Inc., dba Knife River, is able and willing to provide those services specified as Morad Park to Walmart Trail, Project No. 18-050; 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 Twenty Thousand Dollars (\$20,000.00) and other project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with JTL Group Inc., dba Knife River, for those services, in the amount of Three Hundred Eighteen Thousand Nine Hundred Twenty-Two and 29/100 Dollars (\$318,922.29).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Three Hundred Eighteen Thousand Nine Hundred Twenty-Two and 29/100 Dollars (\$318,922.29), and Twenty Thousand Dollars (\$20,000.00) for a construction contingency account, for a total project amount of Three Hundred Thirty-Eight Thousand Nine Hundred Twenty-Two and 29/100 Dollars (\$338,922.29).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Twenty Thousand Dollars (\$20,000.00) and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2021.

APPROVED AS TO FORM:
(Morad Park to Walmart Trail, Project No. 18-050)



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

April 19, 2021

MEMO TO: J. Carter Napier, City Manager *JC*
FROM: Keith McPheeters, Police Chief *Fullup 307*
Shane Chaney, Police Captain *W27*
SUBJECT: Acceptance of the U.S. Department of Homeland Security, Federal Emergency Management Agency, State Homeland Security Program (SHSP) Grant, in the Total Amount of One Hundred Sixty One Thousand Five Hundred Ninety Two Dollars and 00/100 (\$161,592.00)

Meeting Type & Date

Council Meeting
May 4, 2021

Action type

Resolution

Recommendation

That Council, by resolution, authorize acceptance of the U.S. Department of Homeland Security, Federal Emergency Management Agency, State Homeland Security Program (SHSP) Grant, in the amount of one hundred sixty one thousand five hundred two dollars and 00/100 (\$161,592.00).

Summary

The purpose of this agreement is to set forth the terms and conditions by which the sub recipient shall support the investment of Interoperable Emergency Communications to improve the ability of Casper Police Department to prevent a threatened or an actual act of terrorism; protect citizens, residents, visitors and assets against the greatest threats that pose the greatest risk to the security of the United States. The money awarded by this grant will be used to purchase-P-25 compliant mobile and portable radios and allowable accessories.

This grant award is for the time period beginning upon the receipt of the grant, and shall terminate on August 31, 2022. Funding will come from the U.S. Department of Homeland Security, Federal Emergency Management Agency, State Homeland Security Program (SHSP) Grant.

Financial Considerations

There is no match requirement of the City of Casper for acceptance of this Grant.

Oversight/Project Responsibility

Shane Chaney, Police Captain
Patti Robinson, Police Administrative Support Technician

Attachments

Resolution
Grant Award Agreement

**GRANT AWARD AGREEMENT BETWEEN
WYOMING OFFICE OF HOMELAND SECURITY
AND
CITY OF CASPER**

**Subrecipient Grant Award Agreement for U.S. Department of Homeland Security (DHS)
Federal Emergency Management Agency (FEMA), Grant Programs Directorate, State
Homeland Security Program (SHSP) Grant Fiscal Year 2020**

Subrecipient:	City of Casper
DUNS #	152720140
Federal Award Amount:	\$161,592.00
Period of Performance:	September 1, 2020 through August 31, 2022
CFDA #:	97.067
DHS Grant Code:	EMW-2020-SS-00062
Project ID:	20-SHSP-CAS-HEM20

1. **Parties.** The parties to this Grant Award Agreement (Agreement) are the Wyoming Office of Homeland Security (Agency), whose address is: 5500 Bishop Blvd., Cheyenne, WY 82002, and the City of Casper (Subrecipient), whose address is: 201 N. David Street 2nd Floor, Casper, WY 82601.
2. **Purpose of Agreement.** The purpose of this Agreement is to set forth the terms and conditions by which the Subrecipient shall support the investment of **Interoperable Emergency Communications** to improve the ability of **Casper Police Department** to prevent a threatened or an actual act of terrorism; protect citizens, residents, visitors, and assets against the greatest threats that pose the greatest risk to the security of the United States; mitigate the loss of life and property by lessening the impact of future catastrophic events; respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident; and/or recover through a focus on the timely restoration, strengthening, accessibility and revitalization of infrastructure, housing, and a sustainable economy, as well as the health, social, cultural, historic, and environmental fabric of communities affected by a catastrophic incident. The funds used under this Agreement will help prevent terrorism and prepare the nation for the threats and hazards that pose the greatest risk to the security of the United States; therefore, funded investments must have a terrorism-nexus. This award is not for the purposes of Research & Development (R&D) as defined in 2 CFR 200.87.
3. **Funding Authority.** The funds the Agency will distribute to Subrecipient under this Agreement are drawn from grant funds distributed to the State of Wyoming by the Fiscal Year 2020 Homeland Security Grant Program, State Homeland Security Program awarded to the State of Wyoming on August 18, 2020. The program is authorized by the *Homeland Security Act of 2002* (Public Law 107-296), as amended by section 101 of the *Implementing Recommendations of the 9/11 Commission Act of 2007* (Public Law 110-53).

4. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The Performance Period of the Agreement is from the Effective Date through August 31, 2022. All services shall be completed during this term.

This Agreement may be extended by agreement of both parties in writing and subject to the required approvals. There is no right or expectation of extension and any extension will be determined at the discretion of the Agency.

5. **Payment.**

- A. The Agency agrees to pay the Subrecipient for the services described in Attachment A, Project Description, which is attached to and incorporated into this Agreement by this reference. Total payment under this Agreement shall not exceed one hundred sixty-one thousand, five hundred ninety-two dollars and zero cents (\$161,592.00). Payment shall be made when services are completed, and within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Subrecipient shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Agreement. Subrecipient shall submit all invoices within forty-five (45) days after the term of this Agreement.
- B. No payment shall be made for work performed outside the Performance Period of this Agreement. Should the Subrecipient fail to perform in a manner consistent with the terms and conditions set forth in this Agreement, payment under this Agreement may be withheld until such time as the Subrecipient performs its duties and responsibilities to the satisfaction of Agency.
- C. **Travel.** The payment of travel expenses related to the performance of this Agreement shall be allowed with prior approval from Agency and as set forth below. Subrecipient is expected to procure reasonable travel arrangements as further described below.
- (i) **Air Travel.** The Agency agrees to reimburse the Subrecipient's approved air travel expenses related to the performance of this Agreement. Air travel shall be reimbursed based on actual costs, supported by a copy of the original receipt with the invoice. Subrecipient must select the lowest reasonable airfare (fares available in the market at the time of booking, preferably well in advance of trip to attain the lowest possible airfare). Subrecipient shall book economy class fares for all domestic travel. First class bookings are not reimbursable.
- (ii) **Personal Vehicle.** The Agency agrees to reimburse the Subrecipient's approved use of personal vehicle. Mileage shall be reimbursed at the current State rate per mile based on standard map mileage. Fuel will not be reimbursed.
- (iii) **Car Rental.** The Agency agrees to reimburse the Subrecipient's approved car rental expenses related to the performance of this Agreement. Car rental

expenses shall be reimbursed at actual costs, supported by a copy of the original receipt with the invoice. Subrecipient must select the lowest rental rates for an appropriate vehicle

- D. **Lodging.** The Agency agrees to reimburse Subrecipient's approved lodging expenses related to the performance of this Agreement. Lodging expenses shall be reimbursed at actual costs, supported by a copy of the original receipt with the invoice. The Subrecipient shall only invoice the Agency for the basic room rate, taxes, and lodging fees. The Agency is not responsible for incidental or miscellaneous expenses charged to the room. Incidental and miscellaneous expenses for which the Agency shall not be responsible include charges such as alcohol, internet, telephone charges, mini-bar, and movies.
- E. **Meals.** The Agency agrees to reimburse Subrecipient's approved meal expenses related to the performance of this Agreement. Unless otherwise agreed upon, the Subrecipient shall be reimbursed for meals in accordance with the current U.S. General Services Administration rate per day. This reimbursement amount includes all meal, beverage, and refreshment expenses incurred during the day. Requests for reimbursement shall state the amount allowable for meals and list the actual number of travel days on the invoice.

6. **Responsibilities of Subrecipient.**

- A. Subrecipient agrees to be familiar and comply with the Fiscal Year 2020 Homeland Security Grant Program (HSGP) Program Notice of Funding Opportunity (NOFO), which is incorporated into this Agreement by this reference.
- B. Subrecipient shall provide the project described in Attachment A.
- C. **Environmental and Historic Preservation (EHP).** If Subrecipient has projects that have potential to impact the environment, including but not limited to the construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, Subrecipient must participate in the DHS/FEMA/EHP review process prior to beginning work. Failure of Subrecipient to meet federal, state, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Additionally, all subrecipients are required to comply with DHS/FEMA EHP Policy Guidance, FEMA Policy #108-023-1. Any change to the approved project description will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, Subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.
- D. **THIRA/SPR.** Subrecipient agrees to complete/actively participate in a whole community Threat and Hazard Risk Assessment or Stakeholder Preparedness

Report (THIRA/SPR) update or both annually by the fall deadline of each year during the entire period of this Agreement.

- E. NIMS.** Subrecipient is required to maintain adoption and implementation of the National Incident Management System (NIMS). Subrecipient must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking, and recovery of resources. Subrecipient shall update or modify its operational plans, and training and exercise activities, as necessary, to achieve conformance with the National Response Framework and NIMS implementation guidelines.
- F. Point of Contact.** Subrecipient must keep the Agency up-to-date as to the name of the person acting as the primary contact person for this Agreement using the Point of Contact Information Form provided by the Agency, which is incorporated into this Agreement by this reference, including any change of contact person, address, email, or telephone information. Subrecipient's primary contact shall cooperate with any assessments, national evaluation efforts, or information or data collect requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this Agreement.
- G. Procurement.** Subrecipient must use its own documented procurement procedures that reflect applicable state, local, territorial, and tribal laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. Part 200. All procurement activity must be conducted in accordance with Federal Procurement Standards 2 C.F.R. Part 200.317-200.326.
- H. Equipment.**

 - (i) Subrecipient may not use the funding provided under this Agreement to purchase equipment not specifically authorized in the Authorized Equipment List (AEL), which is incorporated into this Agreement by this reference, unless the proposed acquisition is reviewed by the Agency and approved by the U.S. Department of Homeland Security in writing prior to purchase.
 - (ii) Subrecipient shall ensure all equipment purchased with funds provided under this Agreement is maintained and available for response to terrorist incidents. Subrecipient agrees that, when practicable, any equipment or supplies purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security and administered by the Wyoming Office of Homeland Security."
 - (iii) Subrecipient shall maintain property records for all equipment purchased with HSGP funds in accordance with 2 CFR 200.313(1) to include: a description of the property, a serial number or other identification number,

the source of funding for the property (including the FAIN), who holds the title, the acquisition date, and cost of the property, percentage of federal participation in the project costs for the federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. Subrecipient shall provide Agency with updated property records during the close-out of this Agreement.

(iv) Investments in emergency communications systems and equipment must meet applicable SAFECOM Guidance.

I. Training and Exercise. Training conducted using HSGP funds should address a performance gap identified through a Training Exercise Plan, THIRA/SPR process, or other assessment and contribute to building a capability that will be evaluated through a formal exercise. Exercises conducted with this Agreement should be managed and conducted consistent with Homeland Security Exercise and Evaluation Program (HSEEP).

J. Nationwide Cybersecurity Review. Subrecipient shall complete the 2020 Nationwide Cybersecurity Review (NCSR). The Chief Information Officer, Chief Information Security Officer, or equivalent for Subrecipient should complete the NCSR. The NCSR is available at no cost to the user and takes approximately two to three (2-3) hours to complete. The NCSR will open from October – December 2020.

K. Closeout.

(i) Subrecipient shall submit a final project and financial report to the Agency within forty-five (45) days after the termination of this Agreement. The final report must include project description detailing accomplishments, qualitative summary of the impact of those accomplishments, financial summary, as well as other documents required by program guidance or terms and conditions of the award, to include updated property records. Failure to provide a final report may jeopardize future funding.

(ii) Subrecipient must maintain and retain the following: backup documentation such as bids and quotes, cost/price analyses on file for review, other documents required by federal regulations applicable at the time funds are granted. Subrecipient shall keep detailed records of all transactions involving this Agreement including but not limited to: specifications, solicitations, competitive quotes or proposals, basis for selection decisions, purchase orders, contracts, invoices, and cancelled checks. Failure to fully document all purchases may result in Agency questioning and subsequently disallowing Subrecipient's expenditures. Subrecipient must maintain its records for three (3) years after the close of the underlying federal award.

L. Subrecipient shall comply with the federal pass through provisions described in

Exhibit 1, which is attached to and incorporated into this Agreement by this reference.

7. **Responsibilities of Agency.** The Agency agrees to:

- A. Pay Subrecipient in accordance with Section 5 above.
- B. Be available to provide necessary and feasible technical advice requested by Subrecipient.
- C. Notify Subrecipient of information and updates received from FEMA or other federal agencies, which may affect or otherwise restrict the availability of funds awarded to Subrecipient herein.

8. **Special Provisions.**

- A. **Assumption of Risk.** The Subrecipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Subrecipient's failure to comply with state or federal requirements. The Agency shall notify the Subrecipient of any state or federal determination of noncompliance.
- B. **Kickbacks.** Subrecipient certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If Subrecipient breaches or violates this warranty, Agency may, at its discretion, terminate this Agreement without liability to Agency, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- C. **Monitoring Activities.** Agency shall have the right to monitor all activities related to this Agreement that are performed by Subrecipient or its sub-subrecipients. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and to observe personnel in every phase of performance of Agreement related work.
- D. **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.
- E. **Suspension and Debarment.** By signing this Agreement, Subrecipient certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR

Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Subrecipient agrees to notify Agency by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement.

- F. Administration of Federal Funds.** Subrecipient agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 C.F.R. Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by Agency.
- G. Copyright License and Patent Rights.** Subrecipient acknowledges that federal grantor, the State of Wyoming, and Agency reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Agreement; and (2) any rights of copyright to which Subrecipient purchases ownership using funds awarded under this Agreement. Subrecipient must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.
- H. Federal Audit Requirements.** Subrecipient agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Subrecipient agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 C.F.R. Part 200, Subpart F. Subrecipient shall provide one (1) copy of the audit report to Agency and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Agency's records. Subrecipient agrees that if it expends less than seven hundred fifty thousand dollars (\$750,000.00) in federal funds during its fiscal year, it must send the Agency a letter stating they do not meet the threshold to undergo an organization-wide financial and compliance single audit.
- I. Non-Supplanting Certification.** Subrecipient hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Agreement.
- J. Program Income.** Subrecipient shall not deposit grant funds in an interest bearing account without prior approval of Agency. Any income attributable to the grant funds distributed under this Agreement must be used to increase the scope of the program or returned to Agency.
- K. Activities Conducted Abroad.** Subrecipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are

obtained.

- L. Reporting of Matters Related to Subrecipient Integrity and Performance.** If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the Subrecipients must comply with the requirements set forth in the government-wide Award Term and Condition for subrecipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.
- M. Trafficking Victims Protection Act of 2000 (TVPA).** Subrecipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.
- N. Federal Leadership on Reducing Text Messaging while Driving.** Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.
- O. Fly America Act of 1974.** Subrecipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
- P. Americans with Disabilities Act of 1990.** Subrecipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101-12213), which prohibits subrecipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
- Q. Duplication of Benefits.** Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude Subrecipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.
- R. Copyright.** Subrecipients must affix the applicable copyright notices of 17 U.S.C.

sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

- S. **Civil Rights Act of 1968.** Subrecipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)
- T. **Best Practices for Collection and Use of Personally Identifiable Information (PII).** Subrecipients who collect PII are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.
- U. **Limited English Proficiency (Civil Rights Act of 1964, Title VI).** Subrecipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that Subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS subrecipient Guidance and additional resources on <http://www.lep.gov>.
- V. **Hotel and Motel Fire Safety Act of 1990.** In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a, Subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, (codified as amended at 15 U.S.C. section 2225.)
- W. **Disposition of Equipment Acquired Under the Federal Award.** When original or replacement equipment acquired under this award by the subrecipient or its sub-Subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

- X. **Patents and Intellectual Property Rights.** Subrecipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 *et seq.*, unless otherwise provided by law. Subrecipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.
- Y. **Procurement of Recovered Materials.** States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
- Z. **Terrorist Financing.** Subrecipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Subrecipients are legally responsible to ensure compliance with the Order and laws.
- AA. **Civil Rights Act of 1964 - Title VI.** Subrecipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.
- BB. **Prior Approval for Modification of Approved Budget.** Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. Section 200.308. DHS/FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. Section 200.308(e) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the Federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.
- CC. **Acknowledgement of Federal Funding from DHS.** Subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or

programs funded in whole or in part with federal funds.

- DD. Acceptance of Post Award Changes.** In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, Subrecipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate subrecipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.
- EE. Rehabilitation Act of 1973.** Subrecipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (1973), (codified as amended at 29 U.S.C. section 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- FF. False Claims Act and Program Fraud Civil Remedies.** Subrecipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)
- GG. Nondiscrimination in Matters Pertaining to Faith-Based Organizations.** It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.
- HH. Lobbying Prohibitions.** Subrecipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the subrecipient to pay any person to influence, or attempt 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 any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.
- II. Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX.** Subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

- JJ. Age Discrimination Act of 1975.** Subrecipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
- KK. National Environmental Policy Act.** Subrecipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require Subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.
- LL. Assurances, Administrative Requirements, Cost Principles, Representations and Certifications.** DHS financial assistance Subrecipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions. DHS financial assistance Subrecipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.
- MM. USA PATRIOT Act of 2001.** Subrecipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), Pub. L. No. 107-56, which amends 18 U.S.C. sections 175-175c.
- NN. Non-Supplanting Requirement.** Subrecipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.
- OO. Drug-Free Workplace Regulations.** Subrecipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the Subrecipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).
- PP. Universal Identifier and System of Award Management.** Subrecipients are

required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

- QQ. Reporting Subawards and Executive Compensation.** Subrecipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.
- RR. Energy Policy and Conservation Act.** Subrecipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
- SS. Whistleblower Protection Act.** Subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.
- TT. Federal Debt Status.** All subrecipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
- UU. Use of DHS Seal, Logo and Flags.** Subrecipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
- VV. Notice of Funding Opportunity Requirements.** All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All subrecipients must comply with any such requirements set forth in the program NOFO.
- WW. SAFECOM.** Subrecipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
- XX. Indirect Facilities & Administrative (F&A) Costs.** Indirect costs are allowable under this program as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Applicants with a negotiated indirect cost rate agreement that desire to charge

indirect costs to an award must provide a copy of their negotiated indirect cost rate agreement at the time of application. Applicants that are not required by 2 C.F.R. Part 200 to have a negotiated indirect cost rate agreement but are required by 2 C.F.R. Part 200 to develop an indirect cost rate proposal must provide a copy of their proposal at the time of application. Post-award requests to charge indirect costs will be considered on a case-by-case basis and based upon the submission of an agreement or proposal as discussed above.

9. General Provisions.

- A. Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.
- B. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Subrecipient shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.
- D. Audit and Access to Records.** The Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Agreement. The Subrecipient shall immediately, upon receiving written instruction from the Agency, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Agreement. The Subrecipient shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Agency.
- E. Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Subrecipient at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision

is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

- F. Award of Related Agreements.** The Agency may award supplemental or successor grants for work related to this Agreement or may award grants to other subrecipients for work related to this Agreement. The Subrecipient shall cooperate fully with other subrecipients and the Agency in all such cases.
- G. Compliance with Laws.** The parties shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.
- H. Entirety of Agreement.** This Grant Award Agreement, consisting of eighteen (18) pages; Attachment A, Project Description, consisting of one (1) page; and Exhibit 1, consisting of two (2) pages, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.
- I. Ethics.** Subrecipient shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Subrecipient's profession.
- J. Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by the Agency and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.
- K. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- L. Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- M. Independent Contractor.** The Subrecipient shall function as an independent contractor for the purposes of this Agreement and shall not be considered an

employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Subrecipient shall be free from control or direction over the details of the performance of services under this Agreement. The Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by the Subrecipient in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Subrecipient or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The Subrecipient agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Subrecipient or the Subrecipient's agents or employees as a result of this Agreement.

- N. **Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.
- O. **Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).
- P. **Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- Q. **Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Agreement and the Subrecipient expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. The parties further acknowledge that there are constitutional and statutory limitations on the authority of the State of Wyoming and its agencies or instrumentalities to agree to certain terms and conditions supplied by the Subrecipient, including, but not limited to, the following: liability for damages; choice of law; conflicts of law; venue and forum-selection clauses; defense or control of litigation or settlement; liability for acts or omissions of third parties; payment of attorneys' fees or costs; additional insured provisions; dispute resolution, including, but not limited to, arbitration; indemnification of another party; and confidentiality. Any such provisions in the Agreement, or in any attachments or documents incorporated by reference, will not be binding on the State of Wyoming. Designations of venue, choice of law, enforcement actions, and

similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

- R. Taxes.** The Subrecipient shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- S. Termination of Agreement.** This Agreement may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Agreement may be terminated by the Agency immediately for cause if the Subrecipient fails to perform in accordance with the terms of this Agreement.
- T. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.
- U. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- V. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- W. Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- X. Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the Subrecipient of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

10. **Signatures.** The parties to this Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

The Effective Date of this Agreement is the date of the signature last affixed to this page.

AGENCY:

Wyoming Office of Homeland Security

Lynn Budd, Director

Date

SUBRECIPIENT:

City of Casper

Subrecipient Designee Signature Steven K. Freel, Mayor

Date

Attested By: Fleur Tremel, City Clerk

Date

SUBRECIPIENT ATTORNEY: APPROVAL AS TO FORM

Walter Tremel

Attorney

4/12/21

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Margaret A. R. Schwartz # 208102

Margaret A. R. Schwartz, Assistant Attorney General

4/12/21

Date

EXHIBIT 1

Subrecipient agrees to comply with the following federal pass through provisions referenced in section 5 G. of the Agreement:

APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

Effective: November 12, 2020

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded

by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered b

Attachment A: Project Description

City Of Casper

Project ID: 20-SHSP-CAS-HEM20

IJ: Inter-operable Emergency Communications

The following submitted project(s) have been approved for the Federal Fiscal Year 2020 U.S. Department of Homeland Security State Homeland Security Program Grant. Only expenditures within the scope of the below projects will be reimbursed by the Wyoming Office of Homeland Security. Any changes to the scope of work must be approved through the Wyoming Office of Homeland Security prior to implementation.

Description	Amount
For the purchase of P-25 compliant mobile and portable radios and allowable accessories	\$161,592.00

For questions regarding individual project allowability, the scope of an approved project, or the 2020 SHSP grant, please contact:

SHSP Grant Manager
Wyoming Office of Homeland Security
307-777-4917

Security Unit Chief
Wyoming Office of Homeland Security
307-777-4907

RESOLUTION NO.21-61

A RESOLUTION AUTHORIZING THE GRANT AWARD
AGREEMENT BETWEEN THE WYOMING OFFICE OF
HOMELAND SECURITY AND THE CITY OF CASPER.

WHEREAS, the City of Casper has been awarded funds in the amount of One Hundred Sixty One Thousand Five Hundred Ninety Two Dollars (\$161,592.00) to be used to support the investment of interoperable emergency communications to improve the ability of Casper Police to prevent acts of terrorism; and

WHEREAS, a "Grant Award Agreement between Wyoming Office of Homeland Security and City of Casper" must be executed to receive the grant funds; and

WHEREAS, the City of Casper desires to accept the funds from the Wyoming Department of Homeland Security.

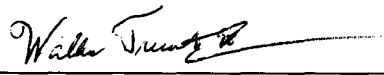
WHEREAS, the Casper Police Department will use the awarded grant funds to purchase P-25 compliant mobile and portable radios and accessories; and,

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WY: That the Mayor is hereby authorized to execute and the City Clerk to attest the above described grant award agreement.

BE IT FURTHER RESOLVED: That the Mayor and/or his/her designee is hereby authorized to execute all documents pertaining to the above described grant award agreement.

PASSED, APPROVED AND ADOPTED this ____ day of ____, 2021.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K Freel
Mayor

April 19, 2021

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

FROM: Liz Becher, Community Development Director *LB*
M. Jeremy Yates, MPO Supervisor
Renee Hardy, MPO Technician

SUBJECT: Casper Area Bicycle and Pedestrian Plan Update Professional Services Contract

Meeting Type & Date:

Regular Council Meeting, May 4, 2021.

Action Type:

Resolution

Recommendation:

That Council, by resolution, approve the City of Casper's Contract for Professional Services with Toole Design, for the Casper Area Bicycle and Pedestrian Plan Update in an amount not to exceed \$111,734.90.

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 2021 UPWP included \$112,000 of matched federal funding for a Casper Area Bicycle and Pedestrian Plan Update.

Our updated plan will be guided by goals outlined in the MPO's most recent Long Range Transportation Plan Update, *Connecting Crossroads*, which broadly recognized that bicycling and walking provide affordable and easy mobility solutions. Additionally, robust bike and pedestrian networks help meet goals for increasing transportation options, enhancing the region's distinct character, and improving the safety and health for all residents and visitors. The Casper Area Bicycle and Pedestrian Plan Update will also include a cyclist and pedestrian safety and educational outreach component.

The Casper Area MPO released a Request for Proposals (RFP) on March 12, 2021. Two (2) consulting firms responded with a proposal by the April 9, 2021 deadline. Members from the MPO Technical and Citizen's Committees, MPO staff, and representative from interested community organizations reviewed the proposals and on April 15, 2021, selected Toole Design 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 August 31, 2021.

Financial Considerations:

The proposed contract shall not exceed \$111,734.90. 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:

Federal Funds	90.49%	\$ 101,108.91
Local Match	9.51%	\$ 10,625.99
Casper	73.31%	\$ 7,789.91
Natrona	15.80%	\$ 1,678.91
Mills	4.59%	\$ 487.73
Evansville	3.37%	\$ 358.10
Bar Nunn	2.93%	\$ 311.34
	Total	\$ 111,734.90

The Casper Area Metropolitan Planning Organization Policy Committee approved the funding of \$112,000 of MPO Programs and Projects funds from the federal Consolidated Planning Grant for the total project on May 21, 2020.

Oversight/Project Responsibility:

Renee Hardy, MPO Technician

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 _____ day of _____, 2021, 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. Toole Design Group, LLC, 8484 Georgia Ave., Suite 800, Silver Spring, Maryland, 20910 ("Consultant").

Throughout this document, the City and the Consultant may be collectively referred to as the "parties."

RECITALS

A. The City needs professional planning services for the Casper Area Bicycle and Pedestrian Plan Update, 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 Casper Area Bicycle and Pedestrian Plan Update as follows:

A. 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.

B. 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. Consultant shall follow the schedule set forth on Page 21 of this Agreement.

B. The Scope of Services listed in Paragraph 1 shall be completed on or before August 31, 2021.

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 One Hundred Eleven Thousand Seven Hundred Thirty Four Dollars and Ninety Cents (\$111,734.90). 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 ten percent (10%) of total Project cost, or Eleven Thousand One Hundred Seventy Three Dollars and Forty-Nine Cents (\$11,173.49), 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 or City shall pay interest from the forty-fifth day at the rate of one and one-half percent (1.5%) per month on the unpaid balance until the account is paid in full, unless a good faith dispute exists as to the City's obligation to pay all or a portion of the account.

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 rest of this page is intentionally left blank ***

APPROVED AS TO FORM:

Walter Tremel

ATTEST:

Fleur Tremel
City Clerk

WITNESS:

By: _____

Printed name: _____

Title: _____

CITY OF CASPER, WYOMING
A Municipal Corporation, as AGENT:

Steven K. Freel
Mayor

Toole Design Group, LLC, as Consultant:

By: RE

Printed name: Roswell Eldridge

Title: Executive 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 five (5) 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

WORK PLAN

PROJECT UNDERSTANDING

The Casper area is an important part of Wyoming’s past, present, and future. Originating as a railhead for the Wyoming Central Railway, evolving into an oil boomtown, and now casting a vision for how it will grow and change in the near- and long-term, the Casper area is poised to establish itself as a region that prioritizes people who walk, roll, or bicycle.

Recent local and regional efforts, such as Connecting Crossroads, Generation Casper, and various transportation plans emphasize a desire for a multimodal transportation system that is safe, comfortable, and convenient for people of all ages, abilities, and backgrounds. Critical to realizing that vision is an updated Bike and Pedestrian Plan that reflects the latest and greatest in bicycle and pedestrian planning; that kicks off a robust and comprehensive campaign to encourage people driving, taking transit, bicycling, rolling, or walking to do so safely; and that balances creativity and innovation with feasibility of implementation.

This effort will update the 2013 Casper Area Trails, Path and Bikeway Plan to yield a regional Bike and Pedestrian Plan, including recommendations for infrastructure, programs and policies, and future planning efforts. In tandem, a critical outcome is a safety campaign strategy and materials that will equip the Casper Area MPO, local governments, and partner agencies to establish and implement over 18 months. The combination of the Bike and Pedestrian Plan and safety campaign will result in significant positive change in the near-term while setting the stage for long-term transformation.

We applaud the Casper Area MPO’s initiative and would be elated to leverage our experience—local and national—and expertise to support the creation of the Bike and Pedestrian Plan Update.



Toole Design is prepared to help the Casper Area MPO reach its multimodal vision.

PROJECT APPROACH

The following pages describe Toole Design’s proposed approach for updating the Casper Area Bike and Pedestrian Plan. The tasks include the scope items listed in the Request for Proposals (RFP). We look forward to working with you to confirm a detailed scope of work.

TASK 1: PROJECT MANAGEMENT

Toole Design will hold a kickoff meeting with the Casper Area MPO to confirm project goals, milestone schedule, project work plan, and communication protocols. During regular check-in meetings, Trung Vo, the Toole Design Project Manager, will provide updates on project progress and confirm critical next steps. Along with a project work plan, schedule, and monthly progress reports, Toole Design will use our internal project management system to ensure that the project remains on schedule, under budget, and on track to be completed by August 31, 2021.

TASK 1 DELIVERABLES

- Kickoff meeting materials and notes
- Project work plan and schedule
- Regular check-in meetings and notes
- Monthly progress reports

TASK 2: COMMUNITY ENGAGEMENT

This task will ensure the Bike and Pedestrian Plan Update is informed by and vetted with Casper area residents, commuters, and visitors. Effective public engagement is the cornerstone of Toole Design’s planning and design approach. Given the COVID-19 pandemic, we are able to be adaptable and creative when it comes to stakeholder and community engagement.

To that end, Toole Design will host at least two public input sessions which will include promotional materials, informational materials, and interactive activities to solicit community input. We anticipate that one of these public input sessions will be held in person.

In addition, we will conduct two stakeholder meetings to obtain feedback from other agencies and organizations who will be responsible for implementing the Bike and Pedestrian Plan’s recommendations, including Wyoming Department of Transportation, Platte River Trails, and various local government departments.

We will create an interactive map and online survey. The interactive map will allow participants to pinpoint issues and opportunities for walking and bicycling. Toole Design has developed custom online survey maps for communities across North America. Please see below for a few examples.

- San Mateo County Bicycle and Pedestrian Plan Online Map: https://tooleddesign.github.io/San_Mateo_CCAG_Participation_Map/
- GoLowell Online Map: <https://tooleddesign.github.io/lowell/#map>
- Ann Arbor Regional Mobility Study Online Map: https://tooleddesign.github.io/ann_arbor_mobility/map.html

TASK 2 DELIVERABLES

- Public Engagement Plan
- Materials for and facilitation of two public input sessions
- Materials for and facilitation of two stakeholder meetings
- Interactive map and online survey

TASK 3: ROADWAY SAFETY CAMPAIGN

Based on our national experience developing safety and encouragement campaigns, Toole Design will work with local public safety organizations and advocacy groups to create an 18-month Pedestrian and Cyclist Safety campaign strategy for the MPD and its partners to use to improve bicycle and pedestrian safety and activity in the region. We will take advantage of our existing expertise in developing safety campaigns across North America to quickly generate ideas custom to Casper's unique context.

We will then work with you, partners, and members of the public to develop a campaign strategy that reflects a multi-pronged approach that will include some combination of the following elements and others to be determined in coordination with you and anticipated funding:

- **Billboards, banners, yard signs, and sidewalk decals:** These can communicate succinct messages about safety or point travelers to a website with additional



Toole Design created these sidewalk decals to lead people in the community to the project's website.

resources. For this effort, we can develop designs that could then be installed during the 18-month campaign.

- **Radio, television, and online ads:** Advertisements can reach a diverse audience with safety messages. We can develop messaging in coordination with the development of designs and content for the billboards, banners, yard signs, and sidewalk decals.
- **Social media and online graphics, animations, and videos:** Facebook, Instagram, Twitter, TikTok, Nextdoor, and other social media platforms are incredibly effective channels for communicating with communities. We can develop text and visual content for promoting and encouraging safety.
- **Digital and paper newsletters:** Leveraging existing subscription or email lists, entire newsletters or portions of newsletters can be dedicated to travel safety. We can leverage existing newsletters to generate preliminary content.
- **Safety ambassadors:** Partnering with local leaders and community members can be fruitful in refining the campaign's messaging and encouraging behavior change. We can provide examples from across the country where this strategy has been successful.
- **Coordination with police departments, health departments, advocacy organizations, major employers, and others:** Coordinating and collaborating with local enforcement, public health, advocacy, and employer representatives will increase the reach and impact of the safety campaign. We can support the Casper Area MPD in identifying partners and developing a framework for defining roles and responsibilities.
- **School curriculum, coordinated with Safe Routes to School efforts:** Safety and safe travel behaviors should be instilled at an early age. By partnering with local school districts and Safe Routes to School efforts, the safety campaign can reach students before or as they learn how to operate motor vehicles and ride bicycles. We can develop educational materials, trainings, and other resources customized for students.
- **Promotional giveaways such as t-shirts, stickers, and posters:** To extend the reach of the safety campaign and generate a sense of fun, the campaign strategy should include branded giveaways such as t-shirts, stickers, posters, bike lights, water bottles, and other items. We can develop designs for the branded items and support the development of a budget.

TASK 3 DELIVERABLES

- Campaign strategy memo
- Campaign materials

TASK 4: EXISTING CONDITIONS ASSESSMENT

Using our experience on the 2013 Casper Area Trails, Path and Bikeway Plan, Toole Design will quickly and efficiently gather the latest available data to establish an understanding of existing conditions.

We will review related planning efforts and policies—including Connecting Crossroads, Generation Casper, Casper Wyoming Safe Routes to School, the Wayfinding Master Plan, and other local transportation plans—to confirm the status of pedestrian and bicycle projects and recommendations, pinpoint existing community goals on transportation, and build upon our team's previous bike and pedestrian planning work in the Casper area.

Toole Design will perform a network-wide safety audit to identify safety issues for walking and bicycling. This will include a crash analysis using available data and site visits with stakeholders to key locations, such as major trails, commercial areas, and locations with known barriers or safety concerns.

We will conduct a Level of Traffic Stress analysis, identifying corridors that expose bicyclists to a high level of discomfort or danger. We will also conduct a pedestrian propensity analysis, mapping and identifying areas that are likely to attract significant foot traffic, such as employment and recreational areas, civic and shopping destinations, transit stops, and areas that have either a high population density or low rates of car ownership. These represent the latest analysis tools and will inform a data-driven recommendations development process.



Toole Design created this Level of Traffic Stress map for the City of Ferndale, MI.

TASK 4 DELIVERABLES

- Network safety audit
- Level of Traffic Stress analysis
- Pedestrian propensity analysis
- Existing conditions report

TASK 5: RECOMMENDATIONS DEVELOPMENT

Based on public and stakeholder input, the technical analyses, our understanding of the Casper area, and our expertise in active transportation planning, we will develop a proposed bicycle and pedestrian network.

Our goal in creating bicycle and pedestrians networks is always a connected low-stress system, in line with previous recommendations for low-stress facilities such as trails, sidepaths, separated bicycle lanes, and buffered sidewalks. Our extensive experience with Safe Routes to School programs gives us a deep well of knowledge for making the walk or bike ride to local schools safe and comfortable. Pedestrian recommendations will focus on addressing critical sidewalk gaps and intersection improvements in areas with high pedestrian activity and near important destinations.

Connecting Crossroads serves as the framework for the Casper Area MPO and its partners to build out its transportation system for decades to come, including pedestrian and bicycle facilities. We will build on the vision and goals of Connecting Crossroads, specifically increasing transportation options, improving safety, and promoting affordable and easy mobility solutions. We will also advance network development and prioritization while being sensitive to the evaluation criteria and project scoring established in Connecting Crossroads. We will focus on updating and further developing the project list to support implementation over the next five to ten years.

For both bicycle and pedestrian recommendations, we will perform a comprehensive examination of available routes in the region, including existing and planned roads, parks, utility easements, and undeveloped property, along with desire lines where people are currently walking and bicycling but no where formal infrastructure currently exists. As authors of the FHWA *Bikeway Selection Guide*, the AASHTO *Guide for the Development of Bicycle Facilities* and its forthcoming update, and the FHWA *Guide for Improving Pedestrian Safety at Uncontrolled Crossing Locations*, we are the nation's leaders in planning for safe and comfortable walking and bicycle infrastructure.

Safe and comfortable bicycle and pedestrian infrastructure is only one of the elements needed to increase the numbers of people walking and bicycle in a community. Toole Design will

also develop program and policy recommendations to serve the Casper area's diverse population. Based on input from staff, stakeholders, and the public, and information gathered during previous tasks, we will develop policy and other non-infrastructure recommendations that promote public awareness of the region's active transportation network; education about the benefits of walking and bicycling; and how people walking, bicycling, and driving can share the road and travel safely.

TASK 5 DELIVERABLES

- Bicycle network recommendations
- Pedestrian network recommendations
- Policy and program recommendations

TASK 6: PRIORITIZATION AND IMPLEMENTATION STRATEGY

An ambitious, regional bike and pedestrian network takes time to implement, though users need safe and connected routes now. Toole Design will identify priority projects for the MPO to implement based on stated goals, such as enhanced connectivity, improved public health, opportunities to fill gaps in the network or eliminate conflicts between travel modes, improved access to multimodal transportation options, and the cost or ease of implementation.

We will craft a methodology that is transparent, easily understandable, and incorporates both qualitative

and quantitative criteria. We are leaders in developing prioritization methods, as shown in the NCHRP Report 803 Pedestrian and Bicycle Transportation Along Existing Roads - ActiveTrans Priority Tool Guidebook. Toole Design created this tool specifically to reflect agency and community values, and to be flexible, transparent, and responsive to pedestrians and bicyclists.

Toole Design will identify strategies to help the MPO effectively and efficiently implement and maintain the Casper area's bicycle and pedestrian network, and develop high-level guidance to help the MPO apply the engineering and design recommendations identified through this planning process.

Finally, our team will develop planning-level cost estimates for infrastructure projects based on recent Casper area bids and costs from other communities in Wyoming. Program cost estimates will be based on information gleaned from discussions with implementation partners and our national knowledge of the level of the effort required for effective bicycle and pedestrian programs. These cost estimates will be broken down for each of the priority projects identified.

TASK 6 DELIVERABLES

- Prioritization lists and mapping
- Planning-level cost estimates

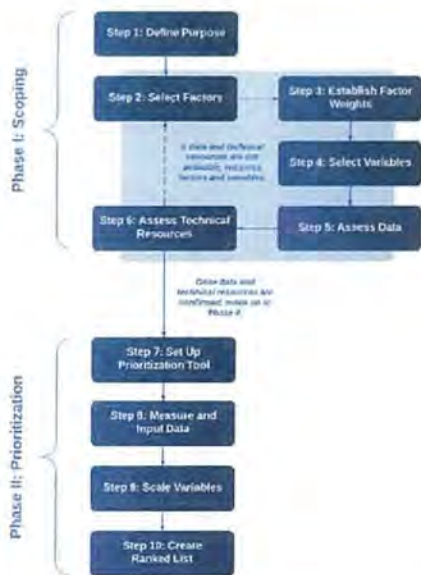
TASK 7: PLAN DOCUMENTATION

Toole Design will summarize the planning process and highlight the key findings and outcomes from Tasks 1-6 to develop a succinct Bike and Pedestrian Plan Update. This document will guide the implementation of the network recommendations and safety strategies identified in Task 6. It will be written in a way that is visually engaging and accessible to the public and non-technical audiences, with photographs, maps, tables, and graphics that communicate existing conditions, recommendations, and key ideas.

We will provide an administrative draft for MPO staff and critical stakeholder review. We will submit the draft plan content in Word for staff comments. Based on that feedback, we will produce a fully laid out, public draft for public and stakeholder comment. This graphically pleasing version will be formatted to be viewed online and will be submitted in PDF format for public review. In response to community input, we will create a final draft to present for approval and adoption.

TASK 7 DELIVERABLES

- Administrative draft
- Public draft
- Final draft



Prioritization flow chart from the NCHRP Report 803 Pedestrian and Bicycle Transportation Along Existing Roads - ActiveTrans Priority Tool Guidebook.

SCHEDULE

The Toole Design Team is ready and available to launch and execute this project. We have the resources available and the understanding to be able to meet the Casper Area MPO's need for completion by August 31, 2021. Below is Toole Design's proposed schedule for completing the Bike and Pedestrian Plan Update.

CONFLICT OF INTEREST

Toole Design Group, LLC hereby certifies that we have no real or perceived conflicts of interest with regards to the Casper Area MPO Bike and Pedestrian Plan.

TASKS	MAY				JUNE				JULY				AUGUST			
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
TASK 1 - PROJECT MANAGEMENT																
Kickoff Meeting	M															
Project Work Plan and Schedule	D															
Weekly Progress Meetings																
Monthly Invoices and Progress Reports																
TASK 2 - COMMUNITY ENGAGEMENT																
Public Engagement Plan		D														
Public Input Sessions					N				M							
Stakeholder Meetings					M				M							
TASK 3 - ROADWAY SAFETY CAMPAIGN																
National Guidance and Best Practices																
Campaign Materials																
Campaign Strategy Memo					D											
TASK 4 - EXISTING CONDITIONS ASSESSMENT																
Level of Traffic Stress Analysis																
Pedestrian Propensity Analysis																
Related Plan and Policy Review																
Network Safety Audit																
Existing Conditions Report				D												
TASK 5 - RECOMMENDATIONS DEVELOPMENT																
Network Recommendations						D										
Policy and Program Recommendations							D									
TASK 6 - PRIORITIZATION AND IMPLEMENTATION STRATEGY																
Project Prioritization										D						
Cost Estimates										D						
Funding Opportunities										D						
TASK 7 - PLAN DOCUMENTATION																
Internal Draft Plan											D					
Public Draft Plan													D			
Final Plan															D	

M - Meeting
D - Deliverable

EXHIBIT "B"

MPO POLICY COMMITTEE APPROVAL

WHEREAS, the MPO Policy Committee approved the MPO Unified Planning Work Program (UPWP) Budget Amendment on March 14, 2019, for a Casper Area Bicycle and Pedestrian Plan Update, not to exceed Twenty Thousand Dollars (\$20,000.00); and,

WHEREAS, the MPO Policy Committee voted in February 2021 to combine this with the Bicycle and Pedestrian Safety Plan Outreach Project, not to exceed Twenty One Thousand Dollars (\$21,000.00), and Seventy One Thousand Dollars (\$71,000.00) from LRTP Implementation funds for a total project budget of One Hundred and Twelve Thousand Dollars (\$112,000.00); and,

WHEREAS, on April 7, 2021, the Consultant Selection Committee approved the hiring of Toole Design Group, LLC, 8484 Georgia Ave., Suite 800, Silver Spring, Maryland, to complete the Casper Area Bicycle and Pedestrian Plan Update.

WHEREAS, Toole Design Group, LLC, 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 the Agreement with Toole Design Group, LLC, to complete the Casper Area Bicycle and Pedestrian Plan Update in accordance with the scope of work and schedule included in the Agreement, for an Agreement amount not to exceed One Hundred Eleven Thousand Seven Hundred Thirty Four Dollars and Ninety Cents (\$111,734.90).

PASSED AND APPROVED THIS ____ day of _____, 2021.

ATTEST:

CASPER AREA METROPOLITAN PLANNING
ORGANIZATION POLICY COMMITTEE

Liz Becher
Community Development Director

Sabrina Kemper
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, Toole Design, 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, Roswell Eldridge, am the Executive Vice President of and duly authorized representative of the firm of Toole Design; 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.

4/30/2021
Date


Signature

Roswell Eldridge
Printed Name

Executive 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 Maryland) ss
COUNTY OF Montgomery) ss

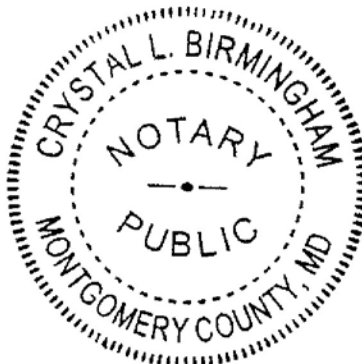
I, Roswell Eldridge, being duly sworn on oath, certify that neither I, nor any person associated therewith in the capacity of Owner, partner, director, or officer is currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any state or federal agency; have been 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]
Executive Vice President
Title

Subscribed in my presence and sworn to before me this 30th day of April, 2021, by: Roswell Eldridge

Crystal Birmingham
Crystal Birjler
Notary Public

October 11th, 2023
My Commission Expires



RESOLUTION NO.21-62

A RESOLUTION AUTHORIZING A CONTRACT
BETWEEN THE CITY OF CASPER AND TOOLE
DESIGN FOR THE CASPER AREA BICYCLE AND
PEDESTRIAN PLAN UPDATE.

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 Amendment on March 14, 2019, for a Casper Area Bicycle and Pedestrian Plan Update, not to exceed Twenty Thousand Dollars (\$20,000.00); and,

WHEREAS, the MPO Policy Committee voted in February 2021 to combine this with the Bicycle and Pedestrian Safety Plan Outreach Project, not to exceed Twenty One Thousand Dollars (\$21,000.00), and Seventy One Thousand Dollars (\$71,000.00) from LRTP Implementation funds for a total project budget of One Hundred and Twelve Thousand Dollars (\$112,000.00); and,

WHEREAS, the MPO released a request for proposal (RFP) for consulting groups that specialize in bicycle and pedestrian planning on March 12, 2021; and,

WHEREAS, the Project Selection Committee selected Toole Design on April 15, 2021, to complete the Casper Area Bicycle and Pedestrian 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, a Contract for Professional Services between the City of Casper and Toole Design on behalf of the Casper Area Metropolitan Planning Organization in the amount of One Hundred Eleven Thousand Seven Hundred Thirty Four Dollars and Ninety Cents (\$111,734.90) for a Casper Area Bicycle and Pedestrian Plan Update.

PASSED, APPROVED, AND ADOPTED on this ___ day of _____, 2021.

APPROVED AS TO FORM:



ATTEST:


CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

April 14, 2021

MEMO TO: J. Carter Napier, City Manager 

FROM: Liz Becher, Community Development Director 
M. Jeremy Yates, MPO Supervisor
Renee Hardy, MPO Technician

SUBJECT: Robertson Road to Mills Trail Extension Plan Professional Services Contract

Meeting Type & Date:

Regular Council Meeting, May 4, 2021.

Action Type:

Resolution

Recommendation:

That Council, by resolution, approve the City of Casper's Contract for Professional Services with WWC Engineering, for the Robertson Road to Mills Trail Extension Plan in an amount not to exceed \$65,000.00.

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 2021 UPWP included \$65,000 of matched federal funding for a Robertson Road to Mills Trail Extension Plan. The Robertson Road to Mills Trail Extension Plan would assess the feasibility, and guide the development, of the construction of a pathway beginning at Robertson Road near the boundary of the City of Mills jurisdiction and eventually connecting to the existing Platte River Trails corridor near the Platte River. This trail would be a paved walking/biking, non-motorized use, multimodal improvement trail. This study would help meet the goals set forth in the most recent update of the Long Range Transportation Plan: Connecting Crossroads including, increasing transportation options for all modes and improving the safety and health for all residents.

The Casper Area MPO released a Request for Proposals (RFP) on February 19, 2021. Six (6) consulting firms responded with a proposal by the March 19, 2021 deadline. Members from the MPO Policy and Technical Committees, and City of Mills Staff and Council Members, reviewed the proposals and on April 9, 2021, selected WWC Engineering 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 August 31, 2021.

Financial Considerations:

The proposed contract shall not exceed \$65,000.00. 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:

Federal Funds	90.49%	\$ 58,818.50
Local Match	9.51%	\$ 6,181.50
Casper	73.31%	\$ 4,531.66
Natrona	15.80%	\$ 976.68
Mills	4.59%	\$ 283.73
Evansville	3.37%	\$ 208.32
Bar Nunn	2.93%	\$ 181.12
	Total	\$ 65,000.00

The Casper Area Metropolitan Planning Organization Policy Committee approved the funding of \$65,000 of MPO Programs and Projects funds from the federal Consolidated Planning Grant for the total project on May 21, 2020.

Oversight/Project Responsibility:

Renee Hardy, MPO Technician

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 _____ day of _____, 2021, 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. WWC Engineering, 5880 Enterprise Drive, Suite 600, Casper, Wyoming 82609 ("Consultant").

Throughout this document, the City and the Consultant may be collectively referred to as the "parties."

RECITALS

A. The City needs professional planning and design services for the Robertson Road to Mills Trail Extension Plan, 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 Robertson Road to Mills Trail Extension Plan as follows:

A. 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.

B. 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 Scope of Services listed in Paragraph 1 shall be completed on or before August 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 Sixty Five Thousand Dollars and Zero Cents (\$65,000.00). 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 Two Hundred Fifty Dollars and Zero Cents (\$3,250.00), 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 or Owner shall pay interest from the forty-fifth day at the rate of one and one-half percent (1.5%) per month on the unpaid balance until the account is paid in full, unless a good faith dispute exists as to the agency's obligation to pay all or a portion of the account.

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 rest of this page is intentionally left blank ***

APPROVED AS TO FORM:

Walter Tremel

ATTEST:

Fleur Tremel
City Clerk

WITNESS:

By: _____

Printed name: _____

Title: _____

CITY OF CASPER, WYOMING
A Municipal Corporation, as AGENT:

Steven K. Freel
Mayor

WWC Engineering, as Consultant:

By: Darwin Tremel

Printed name: DARWIN TREMEL

Title: PRINCIPAL

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 nine (9) 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 original (e.g. AutoCAD, Microstation, etc...) and 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. Norris Design is approved as a Subconsultant under this contract.
- 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

PROJECT SPECIFIC APPROACH

Our team is [well qualified and uniquely positioned](#) to prepare a complete a full plan and layout for the proposed pathway, including the necessary environmental concerns, landowner coordination and concerns via multiple public meetings, overall pathway feasibility along the proposed corridor, and associated cost breakdown of the preferred route.

In addition to the planning of the pathway as described, WWC Engineering and our team would take the project one step further and provide 50% pathway design documents, horizontal and vertical profiles, and preliminary quantities for cost estimation that would allow the Town of Mills and the MPO to take the pathway closer to construction. We understand the level of design needed for grant funding on future design and construction contracts.



Our project-specific approach focuses on delivering a proposed pathway alignment and plan, with all adjacent landowners involved throughout the project process, by applying our understanding of the project and leveraging our previous [experience](#) from recently completed projects with a similar scope.

While this project is classified as a pathway planning project, we believe it is important to understand all the potential pitfalls early on, so that the pathway alignment which is finalized and recommended will be feasible to carry on through final design and construction. [50% Design documents](#) would be crucial in determining the final feasibility and pathway planning that this project requires. While contract documents, details, and a complete bid package would not be provided until ROW was finalized, WWC and Norris Design would work to deliver a near-final design plan set for use on future grant funding and design projects, including completed horizontal and vertical profiles, and preliminary quantities.

1 Environmental, Topographical, and Land Use Data

WWC strives to keep project costs down through efficiency and the ability to develop innovative and cost-effective alternatives.

WWC and our team would hit the ground running with immediate land use investigations, existing easement locations, and overall analysis of the provided topographical data, hydrographic data, landowners, and preliminary pathway alignment.

Utilizing the provided data in addition to our vast knowledge of the project location, our experienced GIS staff would develop preliminary pathway alignments and alternate alignments to analyze.

During this step of the project, our on-staff survey team would collect additional topographic data, verifications, and determine changes from the provided topographic data to most accurately layout and design the preferred pathway alignment.

Working with the landowners in the proposed pathway alignment would be happening concurrently with the previously mentioned step.

2 Landowner Involvement and Public Outreach



Our team will engage landowners and stakeholders to identify issues and concerns regarding the potential pathway alignments.

WWC Engineering and Norris Design specialize in public outreach and landowner engagement. WWC has always sought adjacent landowner input and involvement during design projects and continuing through construction. Establishing a working relationship with key individuals and making sure they feel heard is instrumental in a successful design. Conveying design intent through graphics that are easily understood by the general public is also critical to them gaining an understanding of the project vision and becoming a strong supporter of the project.

Our team will hold two public input sessions with an opportunity for a third session of input at the final plan presentation. These meetings will be strategically scheduled to gain public involvement and comments early in the design process to finalize an alignment which meets MPO goals and addresses community concerns. A second meeting will be held further into design to update all parties on the progress, planning, and direction of the project, as well as address any new concerns which have arisen since the first input session.

CONCERNS
initial construction costs
potential for wind
long term maintenance/costs

We will meet with landowners individually if a specific landowner has additional concerns or will be affected more closely than the overall public. These meetings have proven to be instrumental in the success of the design, and overall public relations between the landowners and the project staff.

Norris Design will lead our meeting planning, landowner outreach, and public outreach. Key team members with Norris Design are skilled in public engagement, and stakeholder groups. Our public input sessions will be both in-person and online allowing a large project reach and well-documented, community driven design.

Our team will create individualized layouts and exhibits for specific landowners. This would be key in moving the project from conception through right-of-way acquisitions and into construction. Exhibits depicting a rendering of the proposed pathway in the landscape would allow for the stakeholder groups to visualize the final product and see the overall vision of the MPO.

Our team has various tools and methods available for online outreach, from standard surveys and websites to interactive virtual meeting rooms that allow posting of comments and downloading of project materials. Example outreach summaries and tools:

<http://www.norris-design.com/nd-virtual-room/>

<https://www.jeffco.us/DocumentCenter/View/22401/Jeffco-Trails-Plan-Draft-for-Public-Comment>

3 Pathway Alignments & Planning



Once contact with landowners has been made, and concerns have been noted, our team of licensed engineers can begin preliminary pathway design and alignments.

Norris Design will work closely with our design engineers during the pathway alignment process. With their vast experience completing [pathway Master Plans](#) and understanding the [pathway user experience](#) as it works though the landscape will be key in finalizing the horizontal alignment of the pathway. Buffering, trail waysides and connectivity to adjacent existing and future destinations will also be evaluated.

Should an alternate alignment be selected our engineers and surveyors will work closely with each other to determine what additional topographic data may be needed to complete the pathway planning and alignment. Having a personal relationship with each landowner from the prior public meetings will be key in gaining access to specific areas which may need additional survey.

Once a layout is determined and landowner input and public outreach has been completed, our design engineers will utilize the provided topographic data and supplemental data collected by our surveyors to design a complete horizontal and vertical alignment for the entirety of the pathway. At this point we will have 50% design plans complete and a near-final pathway alignment, including quantities that will be used for cost estimation.

Our history of pathway design and planning projects have given us [tremendous experience in pathway design](#), drainage analysis, surfacing and subgrade design, ADA compliance, earthwork design, and overall constructability. We consider not only the technical engineering aspects during design, but also the potential construction methods and techniques that will be required to build what we have designed. Plans that accurately portray existing conditions and allow contractors to identify areas of concern will limit surprises during construction and reduce the potential for change orders during construction.

PROJECT SCHEDULE & DELIVERABLES

We have been hit relatively hard over the last year with the downturn in oil & gas production and the COVID-19 Pandemic. This has left our staff with immediate availability to devote to this project and would allow us to begin work as soon as possible. We do not foresee any issues being able to meet the required project deadlines and schedules.

We believe the overall project schedule as detailed in the original RFP is very realistic and is most certainly achievable. The project steps and our approach as detailed previously allows for multiple tasks to overlap and be completed concurrently. Landowner outreach, public involvement, preliminary layouts, alignment alternatives, GIS investigations of land use, and more, can all be worked on together; and we have the staff available to meet this schedule.

Scope of Services- Outline

- I. Project Start-up and Analysis
 - a. Kick-off Meeting, Goals and Objectives
 - b. Mapping/Data Collection and Review
 - c. Site Walk-through
 - d. Opportunities and Challenges Analysis
 - e. GIS Mapping & ROW
 - f. Online Outreach Initial Set up
 - g. Stakeholder Outreach #1
 - h. MPO/Steering Committee Review Meeting
 - i. Team Coordination / Project Management
- II. Alternatives
 - a. Preliminary Alignment Alternatives
 - b. Preliminary Pathway Feasibility Analysis
 - c. Preliminary Amenities Design Typical
 - d. Preliminary Cost Assessment/Acquisition needs
 - e. MPO/Steering Committee Review Meeting
 - f. Stakeholder Outreach #2
 - g. MPO/Steering Committee Review Meeting
 - h. Team Coordination / Project Management
- III. Draft Plan
 - a. Draft Alignment
 - b. Draft Vertical Alignment
 - c. Draft Design Typical
 - d. Draft Illustrative Plan and Perspectives (3 total)
 - e. Draft Cost Estimate
 - f. Draft Feasibility Report and Narrative
 - g. Landowner Coordination On-Site
 - h. Board Presentation/Stakeholder Outreach #3 (remote)
 - i. MPO/Steering Committee Review Meeting
 - j. 25% Design Documents
 - k. Team Coordination / Project Management
- IV. Final Plan
 - a. Final Alignment
 - b. Final Design Typical
 - c. Final Illustrative Plan and Perspectives (3 printed and bound copies)
 - d. Final Cost Estimate
 - e. Final Feasibility Report and Narrative
 - f. Board Presentation/Stakeholder Outreach #3
 - g. 50% Design Documents in the original, usable electronic format (e.g. AutoCAD, Microstation, etc...)
 - h. Team Coordination / Project Management

Robertson Road to Mills Trail Study
WWC Engineering & Norris Design
Estimated Timeline - 4/19/2021

Task		Start Date	End Date
1	Project Start-Up & Analysis	5/1/2021	6/1/2021
2	Alternatives	6/1/2021	7/12/2021
3	Draft Plan	7/1/2021	8/9/2021
4	Final Plan	8/9/2021	8/31/2021

*Timeline is an estimate. Actual Tasks may overlap more, and start/end on different dates

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 May 21, 2020 for a Robertson Road to Mills Trail Extension Plan; and,

WHEREAS, on April 7, 2021, the Consultant Selection Committee approved the hiring of WWC Engineering, 5880 Enterprise Drive, Suite 600, Casper, Wyoming, Inc., to complete the Robertson Road to Mills Trail Feasibility Study.

WHEREAS, WWC Engineering 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 WWC Engineering, to complete the Robertson Road to Mills Trail Extension Plan in accordance with the scope of work and schedule included in the Agreement, for an Agreement amount of Sixty Five Thousand Dollars and Zero Cents (\$65,000.00).

PASSED AND APPROVED THIS ___ day of _____, 2021.

ATTEST:

CASPER AREA METROPOLITAN PLANNING
ORGANIZATION POLICY COMMITTEE

Liz Becher
Community Development Director

Sabrina Kemper
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, WWC Engineering, 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, DARIN TROMBLE, am ^Athe PRINCIPAL of and duly authorized representative of the firm of WWC Engineering; 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.

4/23/2021
Date

[Signature]
Signature

DARIN TROMBLE
Printed Name

PRINCIPAL
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 _____) ss

COUNTY OF _____) ss

I, _____, 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: _____

Title

Subscribed in my presence and sworn to before me this _____ day of _____, 2021, by:

Notary Public

My Commission Expires

RESOLUTION NO. 21-63

A RESOLUTION AUTHORIZING A CONTRACT BETWEEN THE CASPER AREA METROPOLITAN PLANNING ORGANIZATION (MPO) AND WWC ENGINEERING FOR THE ROBERTSON ROAD TO MILLS TRAIL EXTENSION PLAN IN AN AMOUNT OF SIXTY FIVE THOUSAND DOLLARS AND ZERO CENTS (\$65,000.00)

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 May 21, 2020, for a Robertson Road to Mills Trail Extension Plan, not to exceed Sixty Five Thousand Dollars (\$65,000.00); and,

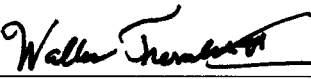
WHEREAS, the MPO released a request for proposal (RFP) for consulting groups that specialize in traffic studies and plans on February 19, 2021; and,

WHEREAS, the Project Selection Committee selected WWC Engineering on April 9, 2021, to complete the Robertson Road to Mills Trail Extension Plan.

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 WWC Engineering on behalf of the Casper Area Metropolitan Planning Organization in the amount of Sixty Five Thousand Dollars and Zero Cents (\$65,000.00) for a Robertson Road to Mills Trail Extension Plan.

PASSED, APPROVED, AND ADOPTED on this ___ day of _____, 2021.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

April 19, 2021

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Liz Becher, Community Development Director *lb*
M. Jeremy Yates, MPO Supervisor
Renee Hardy, MPO Technician
SUBJECT: Evansville Trail Linkage Study Professional Services Contract

Meeting Type & Date:

Regular Council Meeting, May 4, 2021.

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 Evansville Trail Linkage Study in an amount not to exceed \$19,964.00.

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 2021 UPWP included \$20,000 of matched federal funding for an Evansville Trail Linkage Study.

This study would help meet the goals set forth in the most recent update of the Long Range Transportation Plan: Connecting Crossroads including, increasing transportation options for all modes and improving the safety and health for all residents. Currently, the trail system in Evansville is isolated from the Rail-Trail, which spans the Casper Area. In the Evansville area, the Rail-Trail follows East Yellowstone Highway/ US 20-26 and may extend east as far as Edness Kimball Wilkins State Park in the future. The town of Evansville would like to investigate possibilities for connecting the Evansville loop trail within a residential development and along the Platte River to the Rail-Trail, and consequently other trails within the Casper Area.

The Casper Area MPO released a Request for Proposals (RFP) on March 12, 2021. Two (2) consulting firms responded with a proposal by the April 9, 2021 deadline. Members from the MPO Technical Committee, MPO staff, and a representative from the Evansville town council reviewed the proposals and on April 16, 2021, 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 August 31, 2021.

Financial Considerations:

The proposed contract shall not exceed \$19,964.00. 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:

Federal Funds	90.49%	\$ 18,065.42
Local Match	9.51%	\$ 1,898.58
Casper	73.31%	\$ 1,391.85
Natrona	15.80%	\$ 299.98
Mills	4.59%	\$ 87.14
Evansville	3.37%	\$ 63.98
Bar Nunn	2.93%	\$ 55.63
Total		\$ 19,964.00

The Casper Area Metropolitan Planning Organization Policy Committee approved the funding of \$20,000 of MPO Programs and Projects funds from the federal Consolidated Planning Grant for the total project on May 21, 2020.

Oversight/Project Responsibility:

Renee Hardy, MPO Technician

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 _____ day of _____, 2021, 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. 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. The City needs professional planning services for the Evansville Trail Linkage 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:

I. SCOPE OF SERVICES.

The Consultant shall perform the Evansville Trail Linkage Study as follows:

A. 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 and tasks as set forth in Exhibit "A" (Scope of Services), attached hereto and made a part of this Contract.

B. 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. Consultant shall follow timeline/estimated completion as set forth in Exhibit A.

B. The Scope of Services listed in Paragraph 1 shall be completed on or before August 31, 2021.

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 Nineteen Thousand Nine Hundred Sixty Four Dollars and Zero Cents (\$19,964.00). 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 ten percent (10%) of total Project cost, or One Thousand Nine Hundred Ninety Six Dollars and Forty Cents (\$1996.40), 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 or City shall pay interest from the forty-fifth day at the rate of one and one-half percent (1.5%) per month on the unpaid balance until the account is paid in full, unless a good faith dispute exists as to the City's obligation to pay all or a portion of the account.

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 rest of this page is intentionally left blank ***

APPROVED AS TO FORM:

Walker Tremel

ATTEST:

Fleur Tremel
City Clerk

WITNESS:

By: _____

Printed name: _____

Title: _____

CITY OF CASPER, WYOMING
A Municipal Corporation, as AGENT:

Steven K. Freel
Mayor

Western Research and Development, Ltd., as
Consultant:

By: Gary W. Gregor

Printed name: GARY W. GREGOR

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 and Project Schedule, consisting of one (1) page; 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

		PROPOSED SCHEDULE		Casper Area MPO / Town of Evansville Evansville Trail Linkage Study		
PROJECT TASK CHECKLIST, TENTATIVE SCHEDULE, AND ASSIGNED STAFF						
LINE #	TASK NAME	ESTIMATED COMPLETION *	ACTUAL COMPLETION	TASK DESCRIPTION	WESTERN Y2 PERSONNEL	CLIENT PERSONNEL
1	Notes to Request	Tuesday, May 6, 2023		* NOTE: All dates stated herein are tentative and subject to change due to unforeseen conditions or as directed by client.	Casper MPO	Evansville
Phase 0 - Pre-Project and Project Coordination						
1	Kick Off Meeting	Week 1		Western/Y2 will meet with MPO, Evansville, WYDOT 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, and maps, and/or other materials relevant to the study.	NA	NA
2	Regular Project Coordination	Monday / As Needed		To control travel expense, monthly project coordination meetings will be by ZOOM or teleconference, according to Casper MPO's preference.	NA	NA
Phase I - Data Collection and Public Outreach						
3	Initiate Public and Stakeholder Involvement	Week 1		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 (e.g. CATC, WYDOT, Platte River Trails), a Facebook page for posting materials and receiving public comments, a telephone hotline, an E-Mail address, press releases, and 2 public open houses. Western/Y2 will draft three press releases for issuance by Casper MPO, one at the start of the study and others three weeks prior to the two open houses.		
4	Corridor Research and Mapping	Week 1		Western/Y2 will obtain and analyze all necessary existing environmental (topographical, traffic, and land use data to determine the best route(s) through the town of Evansville from preferred starting point to linkage with the existing Casper Rail Trail. The Town of Evansville will provide any new or additional data not available on the County GIS web site. Western/Y2 will collect additional data as well, within the scope and financial confines of the project.		
5	Develop Alternative Routes	Week 2		Western will develop multiple scenarios for connecting the current trail within the Town to the Rail Trail, with emphasis on a best case or preferred option. The purpose is to identify potential points for connecting the Evansville loop trail with a residential development and along the Platte River to the Rail Trail, and consequently other trails within the Casper Area.		
6	Steering Committee Meeting	Week 2		Western/Y2 will meet with project steering committee prior to Open House / Charrette #1 to discuss study findings, presentation materials, and meeting conduct.	Western/Y2, Client	Western/Y2, Client
7	Public Input Session #1	Week 3		Western/Y2 will facilitate at least two in-person public input sessions with PowerPoint presentation and online components in a ZOOM and marketing tools including handouts, and opinion surveys to gather input on possible routes and linkage points, amenities along trails, safety concerns, and how potential usage may affect design. Covid-19 permitting, the Western/Y2 team plans to hold an interactive design charrette during session #1 to present findings of fact and determine public preferences. To enable meaningful and informed public input, the charrette is scheduled to take place after data collection and analysis, but prior to preliminary engineering design. To control project costs, MPO and Evansville staff will help facilitate the Charrette with guidance from the Western/Y2 project manager.	Western/Y2, Client	Western/Y2, Client
Phase II - Planning and Preliminary Engineering						
8	MPO and Local Agency review and Direction (1 Week)	Week 9		Casper MPO and Town of Evansville will assess public involvement results and recommendations, determine a preferred alternative for the trail connection, and direct Western/Y2 on the engineering design to be accomplished.	Casper MPO, Evansville	Western/Y2
9	Design	Week 10		Western/Y2 will complete engineering design for the planned alignment(s) to a 10% (sketch) level of design.		
10	Cost Estimate	Week 10		Western/Y2 will provide a preliminary cost breakdown for recommended linkage routes including average cost and recommendations for surfacing and roadway crossings, and average cost for any additional recommended amenities along trail route. Western/Y2 will work with town staff to ensure that the recommended facilities and cost estimates will meet the town's projected budget requirements. Cost estimates will be at a planning level of detail suitable for purposes of budgeting and grant applications.		
11	Recommend Priority Improvements	Week 10		Western/Y2 anticipates that multiple north-south routes will eventually be developed connecting the Evansville Trail Loop to Casper Rail Trail. Alternatives that emerge from the study will be scored based on how well they meet the goals and objectives in the most recent Long Range Transportation Plan. Connecting Crossroads, as well as the Evansville 2017 Transportation Plan. These will include increasing transportation options for all modes, and improving the safety and health for all residents. Based on community goals and objectives, and public and stakeholder input, Western/Y2 will recommend short-term and long-term trail system improvements for the Evansville Community.		
12	Recommend Landscape Theme	Week 12		Western/Y2 will recommend typical trailside elements to provide a continuity theme for the Evansville Trail system.		
13	Steering Committee Meeting	Week 12		Western/Y2 will meet with project steering committee prior to Open House #2 to discuss findings and presentation materials and conduct of meeting.	Western/Y2, Client	NA
14	Public Input Session #2	Week 12		Western/Y2 will facilitate at least two public input sessions with online components and marketing tools. During this second session Western/Y2 will present the DRAFT recommended alternative for public comment prior to final deliverables production.	Western/Y2, Client	Western/Y2, Client
Phase 3 - Deliverables Production						
15	Public Comment Period and MPO & Steering Committee Review	Week 15		Four Week Public Comment Period including Steering Committee Final Decision.	Casper MPO	Evansville
16	Final Deliverables Production	Week 16		Western/Y2 will provide 1 bound color hard copy and one electronic copy of the final report. Preferred and alternative alignments will be depicted as lines on aerial imagery. Cost estimates will be at the planning level, suitable for budget and grant proposals. Western/Y2 will provide a GIS layer depicting all proposed alignments, and electronic copies of all materials developed for the study.		
17	RFP Target Completion Date	8/11/2023 (Week 18)		Project Completion including four week public comment period.	Casper MPO	Evansville

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 May 21, 2020, for an Evansville Trail Linkage Study; and,

WHEREAS, on April 16, 2021, the Consultant Selection Committee approved the hiring of Western Research and Development, Ltd., 5908 Yellowstone Road, Cheyenne, Wyoming, to complete the Evansville Trail Linkage 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 the Agreement with Western Research and Development, Ltd., to complete the Evansville Trail Linkage Study in accordance with the Agreement, for an amount not to exceed Nineteen Thousand Nine Hundred Sixty Four Dollars and Zero Cents (\$19,964.00).

PASSED AND APPROVED THIS ___ day of _____, 2021.

ATTEST:

CASPER AREA METROPOLITAN PLANNING
ORGANIZATION POLICY COMMITTEE

Liz Becher
Community Development Director

Sabrina Kemper
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, Western Research and Development, Ltd., 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.

4-30-2021
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

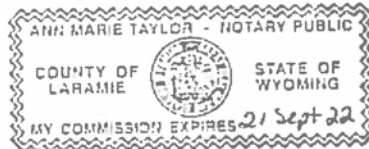
STATE OF Wyoming) ss
COUNTY OF Laramie) ss

GARY N. 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 April, 2021, by:

Gary N. Grigsby
[Signature]



Notary Public

21 September 2022
My Commission Expires

RESOLUTION NO. 21-64

A RESOLUTION AUTHORIZING A CONTRACT
BETWEEN THE CITY OF CASPER AND WESTERN
RESEARCH AND DEVELOPMENT, LTD., FOR THE
EVANSVILLE TRAIL LINKAGE STUDY.

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 May 21, 2020, for an Evansville Trail Linkage Plan, not to exceed Twenty Thousand Dollars (\$20,000.00); and,

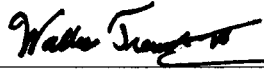
WHEREAS, the MPO released a request for proposal (RFP) for consulting groups that specialize in trail planning on March 12, 2021; and,

WHEREAS, the Project Selection Committee selected Western Research and Development, Ltd., on April 16, 2021, to complete the Evansville Trail Linkage Study.

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 City of Casper, Wyoming, and Western Research and Development, Ltd., on behalf of the Casper Area Metropolitan Planning Organization in the amount of Nineteen Thousand Nine Hundred Sixty Four Dollars and Zero Cents (\$19,964.00) for an Evansville Trail Linkage Study.

PASSED, APPROVED, AND ADOPTED on this ___ day of _____, 2021.

APPROVED AS TO FORM:




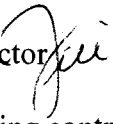
ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

April 28, 2021

MEMO TO: J. Carter Napier, City Manager 
FROM: Jill Johnson, Financial Services Director 
SUBJECT: Consideration of a resolution approving contributions to the Wyoming Retirement System be on a pre-tax basis

Meeting Type & Date

Regular Council Meeting, May 4, 2021

Action type

Resolution

Recommendation

That Council, by resolution, authorize the City and Fire staff to make contributions to the Wyoming Retirement System on a pre-tax basis.

Summary

In 2019, the City Council approved Resolution 19-178 which permitted retirement contributions to the Wyoming Retirement System to be on a pre-tax basis. While this Resolution was approved by the City Council, notification was received that a specific form, WRS 414(h)(2) is required by the Wyoming Retirement System to change contributions from post-tax to pre-tax; no other form can be accepted.

Due to staffing changes at both the State and the City, this process was not completed.

Financial Considerations

The City has been withholding retirement contributions on a pre-tax basis going back to January 1, 2020. Completion of WRS 414(h)(2) will change the contributions with the Wyoming Retirement System to a pre-tax basis beginning the same date.

Oversight/Project Responsibility

Jill Johnson, Financial Services Director

Attachments

Resolution 19-178

Resolution

RESOLUTION NO.19-178

A RESOLUTION AUTHORIZING THE CITY OF CASPER TO HAVE ALL EMPLOYEE CONTRIBUTIONS TO THE WYOMING RETIREMENT SYSTEM CONTRIBUTED AS UNTAXED CONTRIBUTIONS.

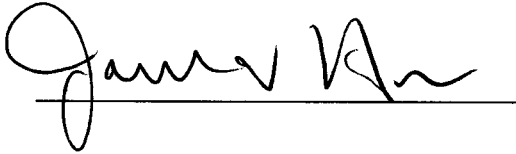
WHEREAS, the City of Casper has authority to elect employee contributions to be paid to the Wyoming Retirement System as taxed or untaxed; and,

WHEREAS, the City of Casper desires to pay all employee contributions to the Wyoming Retirement System as untaxed contributions.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the City Manager, or his designee, is hereby authorized and directed to execute, and the City Clerk to attest, that the City of Casper shall pay all employee contributions to Wyoming Retirement System as untaxed contributions.

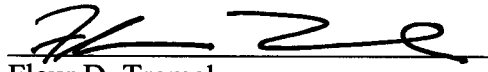
PASSED, APPROVED, AND ADOPTED on this 20th day of August, 2019.

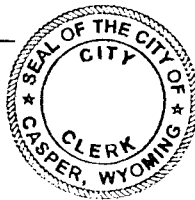
APPROVED AS TO FORM:




ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation


Fleur D. Tremel
City Clerk




Charles Powell
Mayor

Resolution No. 21-65

**A RESOLUTION TO DOCUMENT the City of Casper's
IMPLEMENTATION OF THE PROVISIONS OF SECTION
414(h)(2) OF THE INTERNAL REVENUE CODE, REGARDING EMPLOYER
PICK-UP OF EMPLOYEE RETIREMENT CONTRIBUTIONS TO THE WYOMING
RETIREMENT SYSTEM**

WHEREAS, the Employer the City of Casper (PE and LE plans), shall be referred to as "Employer" has the authority to implement the provisions of section 414(h)(2) of the Internal Revenue Code (IRC); and

- Took official action regarding section 414(h)(2) IRC on January 01, 2020, and
- Wishes to adopt this resolution in order to have additional documentation confirming its prior formal actions to pick up contributions under the Plans.
- Has determined that even though the implementation of the provisions of section 414(h)(2) IRC is not required by law, the tax benefit offered by section 414(h)(2) IRC should be provided to its employees who are members of the Wyoming Retirement System:

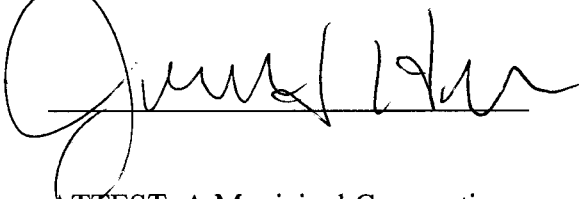
BE IT HEREBY RESOLVED BY THE GOVERNING BOARD OF THE EMPLOYER AS FOLLOWS:

- I. That the Employer will implement the provisions of section 414(h)(2) Internal Revenue Code by making employee contributions pursuant to W.S. § 9-3-412(b) on behalf of its employees who are members of the Wyoming Retirement System. "Employee contributions" shall mean those contributions to the Wyoming Retirement System which are deducted from the salary of employees and are credited to individual employee's accounts.
- II. That the contributions made by the Employer to the Wyoming Retirement System, although designated as employee contributions, are being paid to the Wyoming Retirement System by the Employer in lieu of contributions by the employees who are members of the Wyoming Retirement System.
- III. That employees shall not have the option of choosing to receive the contributed amounts directly instead of having them paid by the Employer to the Wyoming Retirement System.
- IV. That the Employer shall pay to the Wyoming Retirement System the contributions designated as employee contributions from the same source of funds as used in paying salary.
- V. That the amount of the contributions designated as employee contributions and picked-up by the Employer to the Wyoming Retirement System on behalf of an employee shall be the entire contribution required of the employee by the Wyoming Retirement Act. The employer will report employee contributions as untaxed.

- VI. That the contributions designated as employee contributions made by the Employer to the Wyoming Retirement System shall be treated for all purposes, other than taxation, in the same way that member contributions are treated by the Wyoming Retirement System.
- VII. This resolution is effective on the same date that the Employer first provided for employee contributions, and shall apply prospectively to all future employee contributions.

PASSED, APPROVED, AND ADOPTED on this ____ day of _____,
2021.

APPROVED AS TO FORM:

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


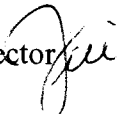
ATTEST: A Municipal Corporation

CITY OF CASPER, WYOMING

Fleur D. Tremel
City Clerk

Steven K. Freel
Mayor

April 28, 2021

MEMO TO: J. Carter Napier, City Manager 
FROM: Jill Johnson, Financial Services Director 
SUBJECT: Consideration of a resolution approving contributions to the Wyoming Retirement System be on a pre-tax basis

Meeting Type & Date

Regular Council Meeting, May 4, 2021

Action type

Resolution

Recommendation

That Council, by resolution, authorize the City and Fire staff to make contributions to the Wyoming Retirement System on a pre-tax basis.

Summary

In 2019, the City Council approved Resolution 19-178 which permitted retirement contributions to the Wyoming Retirement System to be on a pre-tax basis. While this Resolution was approved by the City Council, notification was received that a specific form, WRS 414(h)(2) is required by the Wyoming Retirement System to change contributions from post-tax to pre-tax; no other form can be accepted.

Due to staffing changes at both the State and the City, this process was not completed.

Financial Considerations

The City has been withholding retirement contributions on a pre-tax basis going back to January 1, 2020. Completion of WRS 414(h)(2) will change the contributions with the Wyoming Retirement System to a pre-tax basis beginning the same date.

Oversight/Project Responsibility

Jill Johnson, Financial Services Director

Attachments

Resolution 19-178

Resolution

RESOLUTION NO.19-178

A RESOLUTION AUTHORIZING THE CITY OF CASPER TO HAVE ALL EMPLOYEE CONTRIBUTIONS TO THE WYOMING RETIREMENT SYSTEM CONTRIBUTED AS UNTAXED CONTRIBUTIONS.

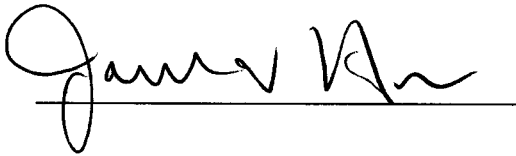
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WHEREAS, the City of Casper desires to pay all employee contributions to the Wyoming Retirement System as untaxed contributions.

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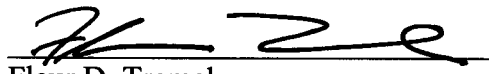
PASSED, APPROVED, AND ADOPTED on this 20th day of August, 2019.

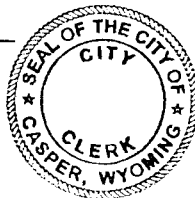
APPROVED AS TO FORM:

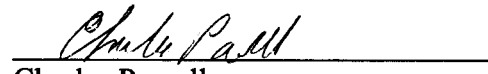


ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation


Fleur D. Tremel
City Clerk




Charles Powell
Mayor

Resolution No. 21-66

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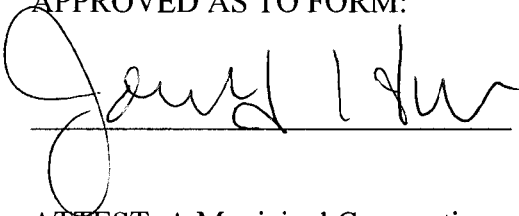
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- VII. This resolution is effective on the same date that the Employer first provided for employee contributions, and shall apply prospectively to all future employee contributions.

PASSED, APPROVED, AND ADOPTED on this ____ day of _____,
2021.

APPROVED AS TO FORM:



ATTEST: A Municipal Corporation

CITY OF CASPER, WYOMING

Fleur D. Tremel
City Clerk

Steven K. Freel
Mayor