

COUNCIL MEETING AGENDA

Casper City Council
City Hall, Council Chambers
Tuesday, June 7, 2022, 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.

Entrance to the meetings is the east door off David Street. Face coverings are encouraged for those individuals who have not been fully vaccinated against COVID-19. Public input via email is encouraged: CouncilComments@casperwy.gov.

AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. CONSIDERATION OF MINUTES OF THE MAY 17, 2022 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON MAY 29, 2022

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4. CONSIDERATION OF MINUTES OF THE MAY 17, 2022 EXECUTIVE SESSION – LAND ACQUISITION

5. CONSIDERATION OF BILLS AND CLAIMS

6. COMMUNICATIONS

A. From Persons Present

7. ESTABLISH DATE OF PUBLIC HEARING

A. Consent

1. Establish June 21, 2022, as the Public Hearing Date for Consideration of:

a. Adopting the Fiscal Year 2022 **Budget Amendment #3**.

b. Adopting the **Fiscal Year 2022 to 2023 Budget**.

c. New **Special Malt Beverage Permit** No. 1 for HA Baseball, LLC, dba **Casper Horseheads Baseball Club**, located at 220 Kati Lane.

d. New **Bar & Grill License** No. 13 for Childs, Corp., dba **La Cocina Mexican Restaurant**, located at 4110 Centennial Hills Blvd.

e. Approving a Vacation, Replat, Subdivision Agreement and Zone Change for the **Eagle Valley Addition No. 2**

8. PUBLIC HEARING

A. Ordinance

1. Amending Section 10.36.010 and 10.36.020 of **Chapter 10.36 – Parking**, of the Casper Municipal Code.

9. SECOND READING ORDINANCE

A. Amending Chapter 5.24 – **Hotels & Roominghouses**, of the Casper Municipal Code, which Addresses the Licensing and Regulation of Commercial Hotels, Motels, and Lodging Facilities within the City of Casper.

1. Communications from Persons Present

B. Changes to **Mobile Vendor Parking Permit** Ordinance, Chapter 10.

1. Communications from Persons Present

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9. SECOND READING ORDINANCE (continued)

C. Approving a **Vacation, Replat and Subdivision Agreement** for the **Kensington Heights Addition No. 5 Subdivision**.

1. Communications from Persons Present

D. Approving a **Vacation, Replat, Subdivision Agreement and Zone Change** for the **Harmony Hills Addition No. 4**.

1. Communications from Persons Present

10. RESOLUTIONS

A. Consent

1. Accepting a **Public Sidewalk Easement** from **Casper (CY Ave) DG, LLC** as Part of the Dollar General Store Construction at 6000 CY Avenue.
2. Authorizing an Agreement with **Chalk Buttes Landscaping, Inc.**, in the Amount of \$245,967.14, for the **Highland Park Cemetery Irrigation Improvements**.
3. Authorizing an Agreement with **Wayne Coleman Construction, Inc.**, in the amount of \$85,307, for the **2nd and Lincoln Paving Improvements**.
4. Authorizing Amendment No. 1 to the Improvements Contract with **Wyoming Spirits, Inc.**, and the **Cadoma Foundation** for the **2nd and Lincoln Paving Improvements**.
5. Authorizing an Agreement with **Crown Construction, LLC**, in the amount of \$200,820, for the **Solid Waste Exit Scale**.
6. Authorizing a Contract for Professional Services with **First Interstate Bank** for **Investment Management Services**.
7. Authorizing Adoption of the **Collective Bargaining Agreement (CBA)** for July 1, 2022 - June 30, 2023 Between the City of Casper and the **Fire Fighters' Local Union 904, I.A.F.F., AFL-CIO**.

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10. RESOLUTIONS (continued)

A. Consent

8. Approving and Accepting a **Conservation Easement and Approving the Purchase and Sale Agreement with Charles E. Piersall Chapter, Izaak Walton League of America**, (Hereafter, Charles E. Piersall Chapter) Seller, to the City of Casper, Purchaser, (Hereafter City); the Consideration for this Purchase is \$250,000 in Cash, and the City Providing Property Upgrades, Repairs and Refurbishment, Provided and Funded by the City, to Occur Within Twenty-Four Months of the Purchase, and the City to Provide Historical Lodge Designation Work, and the City, Thereafter, as Landlord Leasing Back a Portion of the Property Just Purchased, Exclusively to the Charles E. Piersall Chapter, as Lessee, for up to a Fifteen-Year Period, for the Purchase and Transfer of 36.16 Acres of Charles E. Piersall Chapter’s Real Property, Structures, and Improvements.
9. Approving a **Lease Agreement for the City of Casper to Lease Portions of the Izaak Walton League Property to the Charles E. Piersall Chapter, Izaak Walton League of America**, Including Buildings and Common Areas Located on Said Property.
10. Authorizing an Agreement with HA Baseball LLC, dba **Casper Horseheads**, for the Operation of **Concessions at Mike Lansing Baseball Stadium**.
11. Accepting Donations to Restore and Revitalize “**The Fountainhead**,” a **Robert Russin Sculpture**, and **Executing a Fiscal Agent Agreement with Wyoming Community Foundation**.
12. Authorizing a **Lease Agreement with Casper Skeet Club**.

11. MINUTE ACTION

A. Consent

1. Authorizing the Appointment of One New Member, Cole Montgomery, to Fill an Open Position to the **Casper Natrona County Travel and Tourism Board**.
2. Authorizing the Correction of One Wyoming Association of Municipalities Resolution as Part of Casper’s Submission to **Wyoming Association of Municipalities’ Legislative Priority Considerations for 2023**.
3. Authorizing the Inclusion of **Fiscal Year 2022-2023 Summary Proposed Budget** into the Minutes of the June 7, 2022 Regular Council Meeting.

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

13. ADJOURNMENT

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Upcoming Council Meetings

Regular Council Meetings

6:00 p.m. Tuesday, June 21, 2022 – Council Chambers

6:00 p.m. Tuesday, July 5, 2022 – Council Chambers

Work Sessions

4:30 p.m. Tuesday, June 14, 2022 – Council Meeting Room

4:30 p.m. Tuesday, June 28, 2022 – 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
May 17, 2022

1. ROLL CALL

Casper City Council met in regular session at 6:00 p.m., Tuesday, May 17, 2022. Present: Councilmembers Cathey, Gamroth, Engebretsen, Pollock, Sutherland, Vice Mayor Freel and Mayor Pacheco. Absent: Councilmembers Knell and Johnson.

Moved by Councilmember Cathey, seconded by Vice Mayor Freel, to, by minute action, excuse the absences of Councilmembers Johnson and Knell. Motion passed.

2. PLEDGE OF ALLEGIANCE

Councilmember Gamroth led the audience in the pledge of allegiance.

3. SPECIAL MEETING MINUTES

Moved by Councilmember Pollock, seconded by Councilmember Sutherland to, by minute action, approve the minutes of the April 26, 2022, special Council meeting, as published in the Casper-Star Tribune on May 4, 2022. Motion passed.

4. REGULAR MEETING MINUTES

Moved by Vice Mayor Freel, seconded by Councilmember Pollock to, by minute action, approve the minutes of the May 3, 2022 regular Council meeting, as published in the Casper Star Tribune on May 13, 2022. Motion passed.

5. BILLS & CLAIMS

Moved by Vice Mayor Freel, seconded by Councilmember Pollock, to, by minute action, approve payment of the May 17, 2022, bills and claims, as audited by City Manager Napier. Motion passed.

<u>Bills & Claims 05/17/22</u>		
71Const	Goods	181,415.57
307ClIsnCntr	Services	3,785.93
AWaddy	Reimb	100.00
AAALndscpng	Services	60.00
AceHrdwr	Goods	40.34
ActnGlass	Services	170.00
AhrnRntls	Services	88.30
AirInnvtns	Services	247.00
AllAmrenSprts	Goods	1,939.98
AllntInsrnc	Services	100.00
Alsco	Services	1,082.75
AltdSgnl	Goods	10,139.92
AMBI	Services	906.54
Amrgs	Goods	217.84

AmrTech	Services	3,795.31
AT&T	Services	35,853.95
AtlntcElctrc	Services	75,586.00
Atlas	Goods	3,090.83
B&BValleyScle	Services	2,950.00
BlkHillsEnrgy	Utilities	16,137.93
BlkmmPrpn	Goods	651.99
BobCatOfCspr	Goods	5,452.52
BrntagPac	Goods	29,231.20
BldngSystms	Services	9,348.36
CsprAmtrHockey	Reimb	1,250.00
CsprCollege	Services	375.00
CsprStrTrb	Services	548.00
CsprTire	Services	340.00
CWRWS	Goods	304,433.53
CntryLnk	Utilities	24,465.96
CtyCspr	Services	167,266.70
CivilEngnrng	Services	4,047.01
CMITeco	Services	33,227.90
CoastlChmcl	Goods	102.44
COGolf&Turf	Goods	243.53
CommTech	Services	385.40
CommntyRcrtn	Services	473.13
CmprsnLeasng	Services	886.45
Cnvrng	Goods	1,100.00
CrumElctrcSply	Goods	3,115.00
DvdsnFxdInc	Investments	2,903.77
DckrAuto	Services	474.63
DnnsSply	Goods	15.56
DsrtMtn	Goods	6,545.68
E&FTowng	Services	120.00
EcnltSystms	Goods	15,092.10
EnrgyLabs	Services	1,138.00
EPGCmpns	Services	9,302.91
ETCInst	Services	4,500.00
FullrEntrprs	Services	29,938.55
GCBldgSply	Services	2,245.00

Galls	Goods	513.86
GloblEquip	Services	562.94
GloblSpctrm	Services	76,242.50
GldrAssoc	Services	37,821.02
Grngr	Goods	1,654.45
GrrrMotr	Goods	38,985.00
HrdlineEqpmnt	Services	285.82
Homax	Goods	84,393.91
HonnenEquip	Services	570.00
IndstrlScrn	Services	1,114.40
JKCEngnrng	Services	2,928.50
JungBrosEngnrs	Services	7,975.00
KCWY-TV	Services	1,000.00
KnfRvr	Services	2,302.28
KncklDrggrTctics	Services	2,126.25
Lame	Services	4,988.05
LawsnPrdcts	Services	900.00
LongBldgTech	Services	1,060.12
MButcher	Services	2,625.00
MercrHouse	Services	8,001.38
MLAuto	Services	157.00
MotorlaSltns	Services	11,725.67
MtnStLitho	Services	873.00
MtnWstTech	Services	49.95
Napa	Goods	99,060.70
NCSO	Services	125,659.14
NclysnArtMuseum	Services	3,123.43
Norco	Goods	1,006.19
NrthropBoilrWrks	Goods	10,445.33
NWstContr	Goods	1,203.67
OneCall	Services	1,080.00
PaceAnlytclSrvcs	Services	819.00
PCNStrtgs	Goods	4,285.55
Pedens	Goods	198.00
Pepsi	Goods	1,095.55
PstlPros	Services	2,939.12
PrdsnDemoltn	Services	554.37

PrfsnlClng	Services	1,395.00
ReedsAuto	Services	100.80
RsltIndstrl	Goods	3,000.00
Ricoh	Services	803.86
RckyMtnPwr	Utilities	43,023.85
RootrSwr	Services	338.60
SkylineRnchs	Services	141.09
Smrsh	Services	53.50
SmthPsych	Services	800.00
SftDr	Services	58.70
SpareLabs	Services	750.00
StOfWyo	Services	125,506.39
StatelineNo7	Services	5,694.00
StrlngInfosystms	Services	1,952.32
SummitFire	Services	657.50
33MileRd	Services	78.40
ThomsnReutrs	Goods	991.99
TopOffc	Goods	820.33
Unifrms2Gear	Goods	185.99
VrznWrls	Services	561.60
VermrSales&Srvs	Goods	9,962.17
VRC	Services	137.75
Wamco	Services	1,100.00
WardwlWtr	Goods	31.17
WyneColemnConst	Services	38,358.15
WstPlainsEngrng	Services	1,150.00
WstrnSign&Design	Services	2,489.50
WstlndPrk	Services	1,965.11
WyoEngrngScty	Dues	240.00
WyoMchnry	Services	35,484.39
WyoLock&Safe	Goods	241.00
WyoSteel&Recyclng	Goods	1,323.00
Xerox	Goods	236.06
YamahaMtrFinance	Goods	13,165.00
Total		1,830,051.88

6. BRIGHT SPOT

Mayor Pacheco welcomed Kelly Wessells, Executive Director of Community Action Partnership of Natrona County, and Krystal Wallace, Client Advocate, to speak about Community Action month. Ms. Wessells discussed the large amount of funds distributed through Community Action Partnership as well as the organization's work to help struggling families. Mayor Pacheco read a proclamation in support of Community Action Partnership.

7. COMMUNICATIONS FROM PERSONS PRESENT

Individuals addressing Council regarding parkway parking were: Chad Lore, 732 W 15th St; Patrick Moore, 810 W 15th St; Bart Humphreys, 744 W 15th St; Bruce Dingle, 1617 S Poplar St; Zack Cotherman on behalf of Michael Cotherman, 1028 E 5th St; Councilmembers explained the history of this issue and what City Council is planning to do moving forward. Mayor Pacheco explained that Council discussed expanding parkway parking permits city-wide and lowering the permit fees to help accommodate more citizens. He stated that the public hearing and first reading ordinance for these changes is scheduled for June 7, 2022 and welcomed speakers to come back at that time.

Other individuals addressing Council included: Keith Goodenough, 333 S Socony Place, regarding City services provided for Donald Trump's visit to Casper.

8.A.1. ESTABLISH PUBLIC HEARING

Moved by Councilmember Cathey, seconded by Councilmember Pollock, to, by minute action establish June 7, 2022, as the public hearing date for the consideration of an ordinance amending Sections 10.36.010 and 10.36.020 of Chapter 10.36 – Parking, of the Casper Municipal Code. Motion passed.

9.A.1 PUBLIC HEARING - ORDINANCE

Mayor Pacheco opened the public hearing for the consideration of an ordinance amending Chapter 5.24 – Hotels & Roominghouses, of the Casper Municipal Code.

City Attorney Henley entered one (1) exhibit: correspondence from John Henley to J. Carter Napier and City Council, dated May 3, 2022. City Manager Napier provided a brief report.

There being no citizens to speak for or against amending the hotels and roominghouse ordinance, the public hearing was closed.

Following ordinance read:

ORDINANCE NO. 5-22
AN ORDINANCE AMENDING CHAPTER 5.24 – HOTELS &
ROOMINGHOUSES, OF THE CASPER MUNICIPAL CODE.

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

Moved by Councilmember Sutherland to amend Section 5.24.090 of the ordinance to say "prohibited practices". Seconded by Councilmember Pollock. Motion to amend passed.

Council voted on the ordinance, on first reading, as amended. Motion passed.

9.A.2. PUBLIC HEARING - ORDINANCE

Mayor Pacheco opened the public hearing for the consideration of changes to the Mobile Vendor Parking Permit ordinance.

City Attorney Henley entered one (1) exhibit: correspondence from Fleur Tremel to J. Carter Napier, dated May 4, 2022. City Manager Napier provided a brief report.

There being no citizens to speak for or against the changes to the Mobile Vendor Parking Permit ordinance the public hearing was closed.

Following ordinance read:

ORDINANCE NO. 6-22
AN ORDINANCE AMENDING SECTION 10.36.031 OF THE
CASPER MUNICIPAL CODE – MOBILE VENDOR PARKING.

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

9.A.3. PUBLIC HEARING - ORDINANCE

Mayor Pacheco opened the public hearing for the consideration of vacation, replat, and subdivision agreement for the Kensington Heights Addition No. 5 Subdivision.

City Attorney Henley entered two (2) exhibits: correspondence from Liz Becher to J. Carter Napier, dated May 4, 2022; and an affidavit of publication, as published in the Casper Star Tribune, dated May 2, 2022. City Manager Napier provided a brief report.

Speaking in support was: Lisa Burrige, 421 S Center Street

There being no other citizens to speak for or against the issues involving Kensington Heights Addition No. 5 Subdivision, the public hearing was closed.

Following ordinance read:

ORDINANCE NO. 7-22
AN ORDINANCE APPROVING A VACATION, REPLAT AND
SUBDIVISION AGREEMENT TO CREATE THE
KENSINGTON HEIGHT ADDITION NO. 5 SUBDIVISION IN
THE CITY OF CASPER, WYOMING.

Councilmember Sutherland presented the foregoing ordinance for approval, on first reading. Seconded by Councilmember Pollock. Councilmember Engebretsen and Vice Mayor Freel abstained from voting. Motion passed.

9.A.4. PUBLIC HEARING - ORDINANCE

Mayor Pacheco opened the public hearing for the consideration of vacation, replat, subdivision agreement, and zone change for the Harmony Hills Addition No. 4.

City Attorney Henley entered two (2) exhibits: correspondence from Liz Becher to J. Carter Napier, dated May 4, 2022; and an affidavit of publication, as published in the Casper Star Tribune, dated May 2, 2022. City Manager Napier provided a brief report.

Speaking in support was: Lisa Burrridge, 421 S Center Street

There being no other citizens to speak for or against the issues involving Harmony Hills Addition No. 4 Subdivision, the public hearing was closed.

Following ordinance read:

ORDINANCE NO. 8-22
AN ORDINANCE APPROVING A VACATION, REPLAT,
SUBDIVISION AGREEMENT, AND ZONE CHANGE TO
CREATE THE HARMONY HILLS ADDITION NO. 4
SUBDIVISION IN THE CITY OF CASPER, WYOMING.

Councilmember Pollock presented the foregoing ordinance for approval, on first reading. Seconded by Councilmember Sutherland. Councilmember Engebretsen and Vice Mayor Freel abstained from voting. Motion passed.

10. ORDINANCE– THIRD READING

Following ordinance read:

ORDINANCE NO. 4-22
AN ORDINANCE RATIFYING ALL ACTIONS PREVIOUSLY
TAKEN CONCERNING CITY OF CASPER, WYOMING,
LOCAL ASSESSMENT DISTRICT NO. 158, CONFIRMING
THE PROCEEDINGS, ASSESSMENT ROLL AND
ASSESSMENT THEREFOR; ASSESSING THE AMOUNTS IN
SAID ROLL ON THE PROPERTY IN SAID DISTRICT;
CREATING A LIEN THEREFOR AND PRESCRIBING THE
PRIORITY THEREFOR; DIRECTING THE CERTIFICATION
OF SAID ROLL BY THE CITY CLERK AND TRANSMITTAL
THEREOF TO THE CITY TREASURER; PRESCRIBING
NOTICE THAT SAID ASSESSMENT SHALL BE PAID AND
THE TERMS THEREOF; PROVIDING FOR THE PAYMENT OF
SAID ASSESSMENT; CREATING A SPECIAL AND A
SEPARATE FUND THEREFOR; PROVIDING FOR THE
COLLECTION OF DELINQUENT ASSESSMENTS; AND,
PRESCRIBING VARIOUS DETAILS CONCERNING SAID
PROVISIONS.

WHEREAS, the Council does hereby find that all assessments are just and proper;
and,

WHEREAS, the Council of said City hereby determines to provide for the collection of said assessments; and,

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

Section 1. Ratification

All action (not inconsistent with the provisions of this ordinance) heretofore taken by the City and the officers of said City, directed toward the creation of the City of Casper, Wyoming, Local Assessment District No. 158, the making of local improvements therein, the levy of assessments therefor, is hereby ratified, approved, and confirmed.

Section 2. Confirmation of Proceedings, Assessment Roll and Assessments

The regularity, validity, and correctness of said proceedings, the assessment roll therefor and said assessments in the amount levied and apportioned on and against the lots, tracts, parcels of land, and other property in said District, as modified by this Ordinance, are hereby in all respects established and confirmed.

Section 3. Levy of Assessments.

The cost and expense of such improvements and the apportionment of the same, as set forth in the assessment roll on file with the City Engineer and which has been made out in accordance with the provisions of Ordinance No. 8-21, passed, adopted, and signed on the 16th day of March, 2021, except to reflect more accurately the costs of the improvements, and of Wyoming Statutes Section 15-6-401 et seq., are hereby assessed against the lots, tracts, parcels of land, and other property included within such improvement district in the proportions and amounts severally set forth in said assessment roll which is hereby specifically referred to and made a part hereof to the same extent as if set forth herein at length.

Section 4. Creation of Lien.

All assessments, assessed as aforesaid, together with any interest and any penalty thereon, shall, from the time said assessment roll is placed in the hands of the Treasurer of said City, constitute a lien upon the respective lots, tracts, parcels of land, and other property assessed. The special assessments thereafter shall be and remain a lien on said property assessed until paid.

Section 5. Priority of Lien.

Said lien shall be paramount and superior to any other lien or encumbrance whatsoever, created before or after, except a lien for assessments for general taxes.

Section 6. Certification of Assessment Roll to City Treasurer.

The Clerk of the City shall immediately certify said assessment roll and transmit the same to the Treasurer of the City for collection.

Section 7. Notice of Collection of Assessments.

The Treasurer of the City shall, as soon as the assessment roll is placed in his hands for collection, publish a notice in the official newspaper of the City, and being a daily newspaper published and of general circulation in the City, once per week for two (2) consecutive weeks, and shall specify that said roll is in his hands for collection and that any assessment therein or any portion of any such assessment may be paid at any time within thirty (30) days from the date of the first publication of said notice, without penalty, interest or costs; provided, that at the election of the owner, any such assessment, or any part thereof, may and unless the assessment against any parcel is paid within said thirty (30) days, it shall, be paid in ten (10) substantially equal annual installments, with interest at the rate of three percent (3%) per annum, as hereinafter provided. The first installment shall become due one year from the date of confirmation and other installments shall become due on the succeeding anniversary dates. Each installment shall become delinquent unless paid when due, in which event the entire assessment is due and payable as provided by Wyoming Statute Section 15-6- 420.

The owner of any lot or parcel of land in said District may redeem the same from any and all liability for the unpaid amount of his assessment, at any time after said thirty (30) days, by paying

the entire installments of said assessment remaining unpaid, with interest to the date of maturity of the installment next falling due.

The notice described above shall be in substantially the following form attached hereto:

NOTICE OF COLLECTION OF ASSESSMENTS

IN

CITY OF CASPER, WYOMING

LOCAL ASSESSMENT DISTRICT NO. 158

NOTICE IS HEREBY GIVEN pursuant to the provisions of Ordinance No. - , passed, signed, attested, and recorded the - day of -, 2022, that the confirmed assessment roll for the City of Casper, Wyoming, Local Assessment District No. 158, was certified on the — day of _, 2022, by the Clerk of the City of Casper to the undersigned, the Treasurer of the City, for collection. The owner of any lot, tract, parcel of land, or other property, charged with any assessment may redeem the same from all or any portion of the liability for the contract price of such improvement by paying the entire assessment or any portion thereof charged against such lot or parcel of land without interest and without further demand within thirty (30) days after the first publication of this notice, to wit, on or before the day of _, 2022.

Failure to pay the whole assessment within said period of thirty (30) days shall be conclusively considered and held on election on the part of all persons interested, whether under disability or otherwise, to pay the unpaid assessments in installments. In case of such election to pay installments, the unpaid assessments shall be payable at the office of said Treasurer of said City in ten (10) substantially equal annual installments of principal, the first of which installments of principal shall be due and payable on or before the _ day of _ , 2022, being one year from the passage, signature, attestation, and recordation of said Ordinance No. _ , one year from the date of confirmation of assessments, and the remainder of said installments shall be due and payable successively on the succeeding anniversary dates, until paid in full, with interest in all cases on the unpaid and deferred installments of principal from the said day of _ , 2022, the date of passage, signature, attestation, and recordation of said Ordinance No. , at the rate of three percent (3%) per annum, payable at the office of said Treasurer. Each installment shall become delinquent unless paid when due, and failure to pay any installment, whether of principal or interest, when due, shall cause the whole of the unpaid principal to become due and payable immediately, and the whole amount of the unpaid principal and accrued interest shall thereafter draw, in addition to said interest, a penalty of five percent (5%) of the last annual unpaid assessment. The Owner of any such property may pay all unpaid installments at any time prior to the day of the sale, or judgment for said unpaid installments, with interest thereon at three percent (3%) per annum, and all penalties accrued, and shall thereupon be restored to the right thereafter to pay in installments in the same manner as if default had not been suffered.

The owner of any such property may redeem the same from all liability for the unpaid amount of said assessment at any time after said thirty (30) days by paying all installments of said assessment remaining unpaid and charged against such lot, tract, parcel, or other property, at the time of such payment, with interest thereon to the date of maturity of the installment next falling due. All payments shall be made payable to the Treasurer of the City of Casper.

IT WITNESS WHEREOF, I have hereunto set my hand at Casper, Wyoming, this _day of _ , 2022.

Treasurer

CITY OF CASPER, WYOMING

Section 8. Payment of Assessment.

The sum hereby charged against each of said lots, tracts, parcels of land, and other property, as set

forth in the assessment roll, shall be paid in the manner and upon the terms hereinabove provided in said notice.

Section 9. Construction Funds.

The special assessment collected during said 30-day period by the Treasurer of the City of Casper shall be placed in a special and separate fund designated as the "Casper Construction Fund, District No. 158, and as such at all times constitute a sinking fund for, be deemed specially appropriated to, and be applied solely to, the payment of the costs and expenses of the improvements made in said City of Casper, Wyoming, Local Assessment District No. 158. Said special assessments, principal, interest, and any penalty, when collected by said Treasurer after said 30-day period, shall be placed in the fund, and as such, shall at all times, constitute a sinking fund for, and be deemed specially appropriated to, and be applied solely to, the General Fund (Special Assessment Revolving Fund) for the purpose of paying the costs and expenses of said improvements, and thereafter to the extent monies are available therefor, said fund shall not be used for any other purpose until said monies so advanced by the City and the interest thereon are fully paid.

Section 10. Foreclosure of Delinquent Assessments.

In case the payment of any such assessment or any installment of principal or interest on such assessment of any lot, tract, parcel of land, or other property assessed is delinquent, the entire assessment shall become due and payable and the City Treasurer of Casper shall forthwith cause the owner or owners of such delinquent property, if known, to be notified in writing of such delinquency, by certified mail, return receipt requested, or by posting written notice on the property, and if such delinquency shall not be paid within ten (10) days after such notice, then any delinquent assessment may be collected in the manner provided in Wyoming Statutes Sections 15-6-410 to 15-6-412, inclusive, and all laws thereunto enabling, or, at the option of the City, in the manner provided in Wyoming Statutes Section 15-6-4 19, all laws thereunto enabling, or otherwise as provided by law.

Section 11. Officers' Authorization to Proceed.

The officers of the City, including the Manager, Clerk, and Treasurer, be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance.

Section 12. Severability.

If any section, paragraph, clause, or provision of this Ordinance shall be held to be invalid or unenforceable, for any reason, the invalidity or enforceability of such section, paragraph, clause, or provision shall in no manner affect any remaining provisions of this Ordinance.

PASSED on 1st reading the 5th day of April, 2022.

PASSED on 2nd reading the 19th day of April, 2022.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the 17th day of May, 2022.

PROPERTY OWNERS	MAILING ADDRESS	LEGAL DESCRIPTIONS	ASSESSMENT	RATE PER ACRE	ACRES
Paul & Suzanne Gulley 4390 Coates Road Casper, WY 82604	Paul & Suzanne Gulley 4390 Coates Road Casper, WY 82604	LOT 3	\$5,045.88	\$1,227.41	4.111
Stuart K. Bittleston 4380 Coates Road Casper, WY 82604	Stuart K. Bittleston PO Box 2774 Mills, WY 82644	LOT 4	\$2,460.96	\$1,227.41	2.005
Joel & Ida Biggs	Joel & Ida Biggs				

4350 Coates Road Casper, WY 82604	4350 Coates Road Casper, WY 82604	LOT 5	\$4,340.12	\$1,227.41	3.536
Seth Coursen 4270 Coates Road Casper, WY 82604	Seth Coursen 4270 Coates Road Casper, WY 82604	LOT 6	\$3,419.56	\$1,227.41	2.786
Robert & Andrea Strohman 4145 Coates Road Casper, WY 82604	Robert & Andrea Strohman 4145 Coates Road Casper, WY 82604	LOT 10	\$2,728.53	\$1,227.41	2.223
Michael Johnson 4215 Coates Road Casper, WY 82604	Michael Johnson 4215 Coates Road Casper, WY 82604	LOT 11	\$2,794.81	\$1,227.41	2.277
Adam & Tori Larson 4360 Coates Road Casper, WY 82604	Adam & Tori Larson 4360 Coates Road Casper, WY 82604	PART OF LOT 2	\$5,377.28	\$1,227.41	4.381
Donald & Lynn Jackson 4110 Coates Road Casper, WY 82604	Donald & Lynn Jackson 4110 Coates Road Casper, WY 82604	PART OF LOT 8	\$2,505.14	\$1,227.41	2.041
Tommy & Cheryl Juarez 4085 Coates Road Casper, WY 82604	Tommy & Cheryl Juarez 4085 Coates Road Casper, WY 82604	PART OF LOT 9	\$2,598.43	\$1,227.41	2.117
James B. Jackson Living Trust 4255 Coates Road Casper, WY 82604	James B. Jackson Living Trust 4255 Coates Road Casper, WY 82604	PART OF LOT 12	\$2,451.14	\$1,227.41	1.997
Juanita Garnier 4355 Coates Road Casper, WY 82604	Juanita Garnier 4355 Coates Road Casper, WY 82604	PART OF LOT 14	\$2,454.82	\$1,227.41	2.000
William & Deborah Shughart 4190 Coates Road Casper, WY 82604	William & Deborah Shughart 4190 Coates Road Casper, WY 82604	PART OF LOTS 2 & 7 (4190)	\$2,454.82	\$1,227.41	2.000
Ronald Franck 4200 Coates Road Casper, WY 82604	Ronald Franck 11200 Lockner Road Casper, WY 82604	PART OF LOTS 2 & 7 (4200)	\$2,454.82	\$1,227.41	2.000
Judith McGee 4315 Coates Road Casper, WY 82604	Judith McGee 4315 Coates Road Casper, WY 82604	PART OF LOTS 12 & 13	\$2,451.14	\$1,227.41	1.997
Doug & Marianne Mabey 4375 Coates Road	Doug & Marianne Mabey 4375 Coates Road	PART OF LOTS 12, 13 & 14	\$985.61	\$1,227.41	0.803

Casper, WY 82604	Casper, WY 82604				
Matthew Cisneros 4335 Coates Road Casper, WY 82604	Matthew Cisneros 4335 Coates Road Casper, WY 82604	PART OF LOTS 13 & 14	\$2,448.68	\$1,227.41	1.995
Richard & Elizabeth Horsch 4425 Coates Road Casper, WY 82604	Richard & Elizabeth Horsch 4425 Coates Road Casper, WY 82604	PART OF LOTS 12, 13 & 14	\$1,466.75	\$1,227.41	1.195
City of Casper PART OF LOT 9 SKYLINE RANCHES #1	City of Casper 200 N. David St. Casper, WY 82601	PART OF LOT 9	\$227.26	\$1,227.41	0.185
		TOTAL ASSESSMENT AMT.	\$48,665.75	100.000%	39.649

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

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

11.A. NON-CONSENT RESOLUTION

Following resolution read:

RESOLUTION NO. 22-79

A RESOLUTION AUTHORIZING A CONTRACT FOR ARCHITECTURAL SERVICES TO RENOVATE AN EXPAND THE CURRENTLY NAMED CASPER BUSINESS CENTER FOR THE PURPOSE OF A PUBLIC SAFETY AND TRAINING HEADQUARTERS WITH POLICE FACILITY DESIGN GROUP, P/A.

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

Council the items asked questions about the timeline and cost of putting out another request for proposals for this phase of the project. City Manager Napier responded that the timeline would be impacted by a few months and the City may face rising building prices as well. Councilmembers discussed the use of local architects and engineers for the project. Motion passed.

11.B. CONSENT RESOLUTIONS

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 22-72

A RESOLUTION AUTHORIZING A RELEASE OF LOCAL ASSESSMENT DISTRICT (LAD) LIEN, LAD 156, REGARDING 1765 BRIGHAM YOUNG STREET, CASPER, WYOMING.

RESOLUTION NO. 22-73

05/17/2022 Casper City Council Meeting Minutes

A RESOLUTION APPROVING THE DOWNTOWN OPEN CONTAINER AREA.

RESOLUTION NO. 22-74

A RESOLUTION ESTABLISHING A DEBT SERVICE SINKING FUND TO PROVIDE MULTI-YEAR FUNDING FOR THE FIRE A PENSION OBLIGATION TO THE STATE OF WYOMING.

RESOLUTION NO. 22-75

A RESOLUTION RESCINDING RESOLUTION NO. 94-35, AUTHORIZING THE CREATION OF THE PARKS AND RECREATION ADVISORY BOARD, APPOINTING NEW MEMBERS TO THE BOARD, AND ADOPTING THE RULES OF THE BOARD.

RESOLUTION NO. 22-76

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH HAASS CONSTRUCTION CO., INC. FOR SECURITY IMPROVEMENTS AT MUNICIPAL COURT, 201 NORTH DAVID STREET, CASPER, WYOMING 82601.

RESOLUTION NO. 22-77

A RESOLUTION DESIGNATING THE CORPUS ALLOCATION, FUTURE ADDITIONAL CORPUS, AND ELIGIBLE EXPENSES OF THE PERPETUAL CARE FUND

RESOLUTION NO. 22-78

A RESOLUTION AUTHORIZING AN AGREEMENT WITH RAMSHORN CONSTRUCTION, INC., FOR THE 2022 12TH STREET IMPROVEMENTS – CY AVENUE TO MCKINLEY STREET, PROJECT NO. 21-072.

RESOLUTION NO. 22-80

A RESOLUTION AUTHORIZING A COOPERATIVE AGREEMENT WITH THE WYOMING DEPARTMENT OF TRANSPORTATION FOR CONSTRUCTION ACTIVITIES FOR THE POPLAR STREET UTILITY IMPROVEMENTS – CY AVENUE TO COLLINS DRIVE, PROJECT NO. 21-018.

RESOLUTION NO. 22-81

A RESOLUTION AUTHORIZING A CONTRACT WITH DAVIDSON MECHANICAL TO REPLACE PLUMBING AND MECHANICAL EQUIPMENT AT METRO ANIMAL SHELTER.

RESOLUTION NO. 22-82

A RESOLUTION AUTHORIZING RATIFICATION OF TERMS

FOR THE COLLECTIVE BARGAINING AGREEMENT FOR
JULY 1, 2022 – JUNE 30, 2023 BETWEEN THE CITY OF
CASPER AND THE FIRE FIGHTERS’ LOCAL UNION 904,
I.A.F.F., AFL-CIO.

Councilmember Pollock presented the foregoing ten (10) resolutions for adoption. Seconded by Councilmember Engebretsen. Councilmember Pollock abstained from Resolution No. 22-73 and Vice Mayor Freel abstained from Resolution No. 22-74. Motion passed.

12.A. MINUTE ACTION– CONSENT

Moved by Councilmember Pollock, seconded by Councilmember Engebretsen, to, by consent minute action:

1. Appoint two members to Casper’s Council of People with Disabilities for a term beginning May 26, 2022.
2. Appoint two individuals to the Contractor’s Licensing Board, Jeremiah Holthus and Ian Alvstad, for a term expiring December 31, 2025.
3. Appoint three members to the Parks and Recreation Advisory Board.

Motion passed.

13. INTRODUCTION OF MEASURES AND PROPOSALS

Councilmembers spoke on meetings and events they attended as well as matters of public interest.

14. ADJOURN INTO EXECUTIVE SESSION

Mayor Pacheco noted the next meetings of the City Council will be a work session to be held at 4:30 p.m., Tuesday, May 24, 2022, in the Council meeting room; a special budget work session to be held at 4:30 p.m. Tuesday May 31, 2022 in the Council meeting room; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, June 7, 2022, in the Council Chambers.

At 7:34 p.m., it was moved Councilmember Pollock, seconded by Vice Mayor Freel, to adjourn into executive session to discuss land acquisition. Motion passed. Council moved into the Council meeting room.

At 7:59 p.m., it was moved by Councilmember Cathey, seconded by Councilmember Engebretsen, to adjourn the executive session. Motion passed. Council returned to the Council Chambers.

15. ADJOURNMENT OF REGULAR MEETING

At 8:00 p.m., it was moved by Councilmember Cathey, seconded by Councilmember Sutherland, to adjourn the regular Council meeting. Motion passed.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Ray Pacheco
Mayor

City of Casper - Bills and Claims for June 07, 2022

19TH HOLE RESTAURANT

19TH HOLE RESTAURANT	City Manager	Lunch meeting	\$39.52
<i>19TH HOLE RESTAURANT - Total For City Manager</i>			<i>\$39.52</i>
19TH HOLE RESTAURANT - ALL DEPARTMENTS			\$39.52

2530 - CPS DSTRBTRS

2530 - CPS DSTRBTRS	Parks - Parks Maint.	Irrigation Repair 2nd Street Planters Downto	\$80.88
<i>2530 - CPS DSTRBTRS - Total For Parks - Parks Maint.</i>			<i>\$80.88</i>
2530 - CPS DSTRBTRS - ALL DEPARTMENTS			\$80.88

3D SPECIALTIES

3D SPECIALTIES	Traffic Control	Sign repair parts	\$18,227.67
<i>3D SPECIALTIES - Total For Traffic Control</i>			<i>\$18,227.67</i>
3D SPECIALTIES - ALL DEPARTMENTS			\$18,227.67

4IMPRINT, INC

4IMPRINT, INC	Police Grants Fund	ALL OTHER DIRECT MARKETERS	\$2,771.27
4IMPRINT, INC	Police Grants Fund	ALL OTHER DIRECT MARKETERS	\$297.82
<i>4IMPRINT, INC - Total For Police Grants Fund</i>			<i>\$3,069.09</i>
4IMPRINT, INC - ALL DEPARTMENTS			\$3,069.09

6H GROUP LLC

6H GROUP LLC	Metro Animal Shelter	Dog, Puppy & Cat Food	\$761.60
6H GROUP LLC	Metro Animal Shelter	Dog & Puppy Food	\$726.30
6H GROUP LLC	Metro Animal Shelter	Dog, Puppy & Cat Food	\$629.10
<i>6H GROUP LLC - Total For Metro Animal Shelter</i>			<i>\$2,117.00</i>
6H GROUP LLC	Police Canine Operations	Dog food	\$93.70
6H GROUP LLC	Police Canine Operations	Dog food	\$173.40
6H GROUP LLC	Police Canine Operations	Dog food	\$140.55
<i>6H GROUP LLC - Total For Police Canine Operations</i>			<i>\$407.65</i>

6H GROUP LLC - ALL DEPARTMENTS

\$2,524.65

71 CONSTRUCTION, INC

71 CONSTRUCTION, INC	Capital Projects Fund	Derington Addition Watermain R	\$51,325.09
<i>71 CONSTRUCTION, INC - Total For Capital Projects Fund</i>			<i>\$51,325.09</i>
71 CONSTRUCTION, INC	Streets	1/2" Hot mix asphalt	\$159.60
71 CONSTRUCTION, INC	Streets	1/2" Hot mix asphalt	\$510.72
71 CONSTRUCTION, INC	Streets	1/2" Hot mix asphalt	\$446.88
71 CONSTRUCTION, INC	Streets	1/2" Hot mix asphalt	\$6,977.56
71 CONSTRUCTION, INC	Streets	1/2" Hot mix asphalt	\$465.12
71 CONSTRUCTION, INC	Streets	1/2" Hot mix asphalt	\$465.88
71 CONSTRUCTION, INC	Streets	1/2" Hot mix asphalt	\$467.40
<i>71 CONSTRUCTION, INC - Total For Streets</i>			<i>\$9,493.16</i>
71 CONSTRUCTION, INC	Water Distribution	Derington Addition Watermain R	\$162,529.46
<i>71 CONSTRUCTION, INC - Total For Water Distribution</i>			<i>\$162,529.46</i>
71 CONSTRUCTION, INC - ALL DEPARTMENTS			\$223,347.71

A.M.B.I. & SHIPPING,

A.M.B.I. & SHIPPING,	Balefill - Disposal & Landfill	Postage / mailing service	\$30.26
<i>A.M.B.I. & SHIPPING, - Total For Balefill - Disposal & Landfill</i>			<i>\$30.26</i>
A.M.B.I. & SHIPPING,	City Clerk	BUSINESS SERVICES NOT ELSEWHERE CLASSI	\$132.06
<i>A.M.B.I. & SHIPPING, - Total For City Clerk</i>			<i>\$132.06</i>
A.M.B.I. & SHIPPING,	City Manager	Postage / mailing service	\$2.26
<i>A.M.B.I. & SHIPPING, - Total For City Manager</i>			<i>\$2.26</i>
A.M.B.I. & SHIPPING,	Fire-EMS Administration	Postage/ mailing service	\$16.36
<i>A.M.B.I. & SHIPPING, - Total For Fire-EMS Administration</i>			<i>\$16.36</i>
A.M.B.I. & SHIPPING,	Refuse - Residential	Postage / mailing service	\$93.59
<i>A.M.B.I. & SHIPPING, - Total For Refuse - Residential</i>			<i>\$93.59</i>
A.M.B.I. & SHIPPING,	Traffic Control	Postage for CCU repair	\$16.65
<i>A.M.B.I. & SHIPPING, - Total For Traffic Control</i>			<i>\$16.65</i>
A.M.B.I. & SHIPPING, - ALL DEPARTMENTS			\$291.18

AAA LANDSCAPING

AAA LANDSCAPING	Balefill - Disposal & Landfill	Aerate & rake property	\$445.00
<i>AAA LANDSCAPING - Total For Balefill - Disposal & Landfill</i>			<i>\$445.00</i>
AAA LANDSCAPING - ALL DEPARTMENTS			\$445.00

ACADEMY ONLINE COURS

ACADEMY ONLINE COURS	Fire-EMS Prevent & Inspect	FireREscue 1 Academy - EMS CE Subscription	\$99.00
<i>ACADEMY ONLINE COURS - Total For Fire-EMS Prevent & Inspect</i>			<i>\$99.00</i>
ACADEMY ONLINE COURS - ALL DEPARTMENTS			\$99.00

ACTION GLASS INC

ACTION GLASS INC	Public Transit - CARES Act	Labor - reset panels	\$170.00
<i>ACTION GLASS INC - Total For Public Transit - CARES Act</i>			<i>\$170.00</i>
ACTION GLASS INC	WWTP Operations	DOOR GLASS MAINT/COLL	\$93.00
<i>ACTION GLASS INC - Total For WWTP Operations</i>			<i>\$93.00</i>
ACTION GLASS INC - ALL DEPARTMENTS			\$263.00

ACUSHNET COMPANY

ACUSHNET COMPANY	Golf	Golf Balls Inventory	\$93.00
ACUSHNET COMPANY	Golf	Golf Balls Inventory/ Merchandise	\$165.00
<i>ACUSHNET COMPANY - Total For Golf</i>			<i>\$258.00</i>
ACUSHNET COMPANY - ALL DEPARTMENTS			\$258.00

ADOBE ACROPRO SUBS

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

ADVANCED TRAFFIC PRO

ADVANCED TRAFFIC PRO	Traffic Control	Talking PED button parts	\$954.00
<i>ADVANCED TRAFFIC PRO - Total For Traffic Control</i>			<i>\$954.00</i>
ADVANCED TRAFFIC PRO - ALL DEPARTMENTS			\$954.00

AFFORDABLE FUNERAL S

AFFORDABLE FUNERAL S	Cemetery	AFFORDABLE FUNERAL SUPPLIES LOWERING	\$76.90
<i>AFFORDABLE FUNERAL S - Total For Cemetery</i>			\$76.90
AFFORDABLE FUNERAL S - ALL DEPARTMENTS			\$76.90

AHERN RENTALS INC

AHERN RENTALS INC	Balefill - Baler Processing	Hose & coupler	\$262.50
<i>AHERN RENTALS INC - Total For Balefill - Baler Processing</i>			\$262.50
AHERN RENTALS INC - ALL DEPARTMENTS			\$262.50

AIRGAS USA LLC

AIRGAS USA LLC	Balefill - Baler Processing	Gloves	\$264.30
AIRGAS USA LLC	Balefill - Baler Processing	Plazma table tips & gloves	\$162.55
<i>AIRGAS USA LLC - Total For Balefill - Baler Processing</i>			\$426.85
AIRGAS USA LLC	Balefill - Disposal & Landfill	Beverages & beverage powder mixes	\$139.17
AIRGAS USA LLC	Balefill - Disposal & Landfill	Gloves	\$79.76
AIRGAS USA LLC	Balefill - Disposal & Landfill	Safety glasses	\$30.64
<i>AIRGAS USA LLC - Total For Balefill - Disposal & Landfill</i>			\$249.57
AIRGAS USA LLC	Balefill - Diversion & Special	Latex & leather gloves	\$877.60
<i>AIRGAS USA LLC - Total For Balefill - Diversion & Special</i>			\$877.60
AIRGAS USA LLC - ALL DEPARTMENTS			\$1,554.02

ALBERTSONS #0060

ALBERTSONS #0060	City Council	Supplies for Council meetings	\$2.99
<i>ALBERTSONS #0060 - Total For City Council</i>			\$2.99
ALBERTSONS #0060	Fire-EMS Training	Training supplies	\$8.98
<i>ALBERTSONS #0060 - Total For Fire-EMS Training</i>			\$8.98
ALBERTSONS #0060	Parks - Parks Maint.	GROCERY STORES, SUPERMARKETS	\$19.47
<i>ALBERTSONS #0060 - Total For Parks - Parks Maint.</i>			\$19.47
ALBERTSONS #0060	Police Investigations	GROCERY STORES, SUPERMARKETS	\$205.95
<i>ALBERTSONS #0060 - Total For Police Investigations</i>			\$205.95
ALBERTSONS #0060 - ALL DEPARTMENTS			\$237.39

ALBERTSONS #0062

ALBERTSONS #0062	Municipal Court	Jury Trial Supplies	\$76.32
<i>ALBERTSONS #0062 - Total For Municipal Court</i>			\$76.32
ALBERTSONS #0062	WWTP Operations	ICE TO PACK SAMPLES	\$7.98
<i>ALBERTSONS #0062 - Total For WWTP Operations</i>			\$7.98
ALBERTSONS #0062 - ALL DEPARTMENTS			\$84.30

ALL CREATURES VETERI

ALL CREATURES VETERI	Metro Animal Shelter	Veterinary service	\$259.09
ALL CREATURES VETERI	Metro Animal Shelter	Veterinary service	\$264.97
ALL CREATURES VETERI	Metro Animal Shelter	Veterinary service	\$75.99
ALL CREATURES VETERI	Metro Animal Shelter	Veterinary service	\$200.06
ALL CREATURES VETERI	Metro Animal Shelter	Veterinary service	\$211.94
<i>ALL CREATURES VETERI - Total For Metro Animal Shelter</i>			\$1,012.05
ALL CREATURES VETERI - ALL DEPARTMENTS			\$1,012.05

ALLDATA

ALLDATA	Fleet Maintenance Fund	SUBSCRIPTION RENEWAL	\$1,500.00
<i>ALLDATA - Total For Fleet Maintenance Fund</i>			\$1,500.00
ALLDATA - ALL DEPARTMENTS			\$1,500.00

ALLIANCE COMMUNICATI

ALLIANCE COMMUNICATI	Parking Fund	Installation of cameras	\$1,750.00
ALLIANCE COMMUNICATI	Parking Fund	Conduit repair & troubleshoot camera	\$613.33
<i>ALLIANCE COMMUNICATI - Total For Parking Fund</i>			\$2,363.33
ALLIANCE COMMUNICATI - ALL DEPARTMENTS			\$2,363.33

ALLIANCE ELECTRIC LL

ALLIANCE ELECTRIC LL	Balefill - Disposal & Landfill	Corayvac heating system repair	\$195.00
<i>ALLIANCE ELECTRIC LL - Total For Balefill - Disposal & Landfill</i>			\$195.00
ALLIANCE ELECTRIC LL - ALL DEPARTMENTS			\$195.00

ALPINE MOTORSPORTS

ALPINE MOTORSPORTS	Cemetery	CEMETERY TRIMMER REPLACEMENT 2022	\$349.99
<i>ALPINE MOTORSPORTS - Total For Cemetery</i>			<i>\$349.99</i>

ALPINE MOTORSPORTS - ALL DEPARTMENTS **\$349.99**

ALSCO

ALSCO	Balefill - Disposal & Landfill	Professional Laundry Services	\$55.98
ALSCO	Balefill - Disposal & Landfill	Professional Laundry Services	\$55.98
ALSCO	Balefill - Disposal & Landfill	Professional Laundry Services	\$55.98
ALSCO	Balefill - Disposal & Landfill	Professional Laundry Services	\$70.88
ALSCO	Balefill - Disposal & Landfill	Professional Laundry Services	\$70.88
ALSCO	Balefill - Disposal & Landfill	Professional Laundry Services	\$55.98
ALSCO	Balefill - Disposal & Landfill	Professional Laundry Services	\$70.88
<i>ALSCO - Total For Balefill - Disposal & Landfill</i>			<i>\$436.56</i>
ALSCO	Fleet Maintenance Fund	Laundry service	\$121.65
ALSCO	Fleet Maintenance Fund	Laundry service	\$121.65
ALSCO	Fleet Maintenance Fund	Laundry service	\$5.00
ALSCO	Fleet Maintenance Fund	Laundry service	\$173.54
<i>ALSCO - Total For Fleet Maintenance Fund</i>			<i>\$421.84</i>
ALSCO	Refuse - Residential	Professional Laundry Services	\$110.06
ALSCO	Refuse - Residential	Professional Laundry Services	\$110.06
ALSCO	Refuse - Residential	Professional Laundry Services	\$110.06
<i>ALSCO - Total For Refuse - Residential</i>			<i>\$330.18</i>
ALSCO	Regional Water Operations	Professional Laundry Services	\$79.64
ALSCO	Regional Water Operations	Professional Laundry Services	\$20.24
<i>ALSCO - Total For Regional Water Operations</i>			<i>\$99.88</i>
ALSCO	Sewer Wastewater Collection	Professional Laundry Services	\$60.36
ALSCO	Sewer Wastewater Collection	Professional Laundry Services	\$60.36
ALSCO	Sewer Wastewater Collection	Professional Laundry Services	\$60.36
ALSCO	Sewer Wastewater Collection	Professional Laundry Services	\$60.36
ALSCO	Sewer Wastewater Collection	Professional Laundry Services	\$60.36
ALSCO	Sewer Wastewater Collection	Professional Laundry Services	\$60.36
<i>ALSCO - Total For Sewer Wastewater Collection</i>			<i>\$362.16</i>
ALSCO	WWTP Operations	Professional Laundry Services	\$8.50

ALSCO	WWTP Operations	Professional Laundry Services	\$141.82
ALSCO	WWTP Operations	Professional Laundry Services	\$141.82
ALSCO	WWTP Operations	Professional Laundry Services	\$148.08
ALSCO	WWTP Operations	Professional Laundry Services	\$145.54
ALSCO	WWTP Operations	Professional Laundry Services	\$154.18
ALSCO	WWTP Operations	Professional Laundry Services	\$140.68
ALSCO	WWTP Operations	Professional Laundry Services	\$152.68

ALSCO - Total For WWTP Operations \$1,033.30

ALSCO - ALL DEPARTMENTS **\$2,683.92**

AMAZON.COM 1389A5ZV2

AMAZON.COM 1389A5ZV2	Weed & Pest Fund	Office supplies	\$16.42
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AMAZON.COM 1389A5ZV2 - Total For Weed & Pest Fund \$16.42

AMAZON.COM 1389A5ZV2 - ALL DEPARTMENTS **\$16.42**

AMAZON.COM 1R5AE78T1

AMAZON.COM 1R5AE78T1	Balefill - Disposal & Landfill	OPERATIONAL SUPPLIES	\$95.92
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AMAZON.COM 1R5AE78T1 - Total For Balefill - Disposal & Landfill \$95.92

AMAZON.COM 1R5AE78T1 - ALL DEPARTMENTS **\$95.92**

AMAZON.COM 1R8XI6CR2

AMAZON.COM 1R8XI6CR2	Balefill - Disposal & Landfill	COMPUTER MONITORS SCALE HOUSE	\$420.97
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AMAZON.COM 1R8XI6CR2 - Total For Balefill - Disposal & Landfill \$420.97

AMAZON.COM 1R8XI6CR2 - ALL DEPARTMENTS **\$420.97**

AMAZON.COM 1X69K2GX1

AMAZON.COM 1X69K2GX1	Balefill - Disposal & Landfill	SCALE HOUSE VACUUM	\$159.99
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AMAZON.COM 1X69K2GX1 - Total For Balefill - Disposal & Landfill \$159.99

AMAZON.COM 1X69K2GX1 - ALL DEPARTMENTS **\$159.99**

AMAZON.COM 275XS0YO2

AMAZON.COM 275XS0YO2	Police Administration	BOOK STORES	\$28.29
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AMAZON.COM 275XS0YO2 - Total For Police Administration \$28.29

AMAZON.COM 275XS0YO2 - ALL DEPARTMENTS \$28.29

AMERICAN EQUIPMENT L

AMERICAN EQUIPMENT L RWS - Booster Stations Crane Inspection \$2,140.50

AMERICAN EQUIPMENT L - Total For RWS - Booster Stations \$2,140.50

AMERICAN EQUIPMENT L - ALL DEPARTMENTS \$2,140.50

AMERICAN TRAFFIC SAF

AMERICAN TRAFFIC SAF Traffic Control 1 roll 30" green EC film for sign making \$495.00

AMERICAN TRAFFIC SAF - Total For Traffic Control \$495.00

AMERICAN TRAFFIC SAF - ALL DEPARTMENTS \$495.00

AMERICANA SOUVENIERS

AMERICANA SOUVENIERS General Fund Revenue Items for resale in museum store \$1,562.93

AMERICANA SOUVENIERS - Total For General Fund Revenue \$1,562.93

AMERICANA SOUVENIERS - ALL DEPARTMENTS \$1,562.93

AMERIGAS - CASPER

AMERIGAS - CASPER Balefill - Disposal & Landfill Propane \$154.18

AMERIGAS - CASPER Balefill - Disposal & Landfill Propane \$267.83

AMERIGAS - CASPER - Total For Balefill - Disposal & Landfill \$422.01

AMERIGAS - CASPER Balefill - Diversion & Special Propane \$166.18

AMERIGAS - CASPER Balefill - Diversion & Special Propane \$218.37

AMERIGAS - CASPER - Total For Balefill - Diversion & Special \$384.55

AMERIGAS - CASPER - ALL DEPARTMENTS \$806.56

AMERI-TECH EQUIPMENT

AMERI-TECH EQUIPMENT Balefill - Diversion & Special Equipment repair \$1,813.20

AMERI-TECH EQUIPMENT - Total For Balefill - Diversion & Special \$1,813.20

AMERI-TECH EQUIPMENT Fleet Maintenance Fund Vehicle / equipment repair \$2,001.34

AMERI-TECH EQUIPMENT Fleet Maintenance Fund Equipment repair \$1,695.98

AMERI-TECH EQUIPMENT	Fleet Maintenance Fund	Equipment repair	\$2,348.44
AMERI-TECH EQUIPMENT	Fleet Maintenance Fund	Equipment repair	\$1,328.40
<i>AMERI-TECH EQUIPMENT - Total For Fleet Maintenance Fund</i>			<i>\$7,374.16</i>
AMERI-TECH EQUIPMENT	Refuse - Recycling	Equipment repair	\$1,475.00
AMERI-TECH EQUIPMENT	Refuse - Recycling	Tool box	\$1,582.92
<i>AMERI-TECH EQUIPMENT - Total For Refuse - Recycling</i>			<i>\$3,057.92</i>
AMERI-TECH EQUIPMENT - ALL DEPARTMENTS			\$12,245.28

AMUNDSEN ASSOCIATES

AMUNDSEN ASSOCIATES	Water Distribution	New building or building modif	\$35,681.00
<i>AMUNDSEN ASSOCIATES - Total For Water Distribution</i>			<i>\$35,681.00</i>
AMUNDSEN ASSOCIATES - ALL DEPARTMENTS			\$35,681.00

AMZN DIGITAL

AMZN DIGITAL	Fleet Maintenance Fund	BATTERIES PK10	\$5.99
<i>AMZN DIGITAL - Total For Fleet Maintenance Fund</i>			<i>\$5.99</i>
AMZN DIGITAL - ALL DEPARTMENTS			\$5.99

AMZN Mktp US

AMZN Mktp US	Aquatics - Operations	Bank Bags and First Aid Supplies	\$181.93
<i>AMZN Mktp US - Total For Aquatics - Operations</i>			<i>\$181.93</i>
AMZN Mktp US	Aquatics - Pool	Bank Bags and First Aid Supplies	\$386.07
<i>AMZN Mktp US - Total For Aquatics - Pool</i>			<i>\$386.07</i>
AMZN Mktp US	Balefill - Disposal & Landfill	MONITOR FOR MAINTENENACE BLDG	\$185.99
AMZN Mktp US	Balefill - Disposal & Landfill	JANITORIAL SUPPLIES	\$50.94
AMZN Mktp US	Balefill - Disposal & Landfill	MOP HANDLES	\$31.98
AMZN Mktp US	Balefill - Disposal & Landfill	FAN MILLER HOUSE	\$50.30
AMZN Mktp US	Balefill - Disposal & Landfill	LDF OP SUPPLIES	\$79.49
AMZN Mktp US	Balefill - Disposal & Landfill	WORK STATION ADM ASSISTANT	\$207.89
<i>AMZN Mktp US - Total For Balefill - Disposal & Landfill</i>			<i>\$606.59</i>
AMZN Mktp US	Balefill - Diversion & Special	HIGHLIGHTERS ADM STAFF	\$5.98
AMZN Mktp US	Balefill - Diversion & Special	SWF BIO BAGS	\$447.57
<i>AMZN Mktp US - Total For Balefill - Diversion & Special</i>			<i>\$453.55</i>

AMZN Mktp US	Cemetery	Coil rope for tamper	\$70.37
<i>AMZN Mktp US - Total For Cemetery</i>			<i>\$70.37</i>
AMZN Mktp US	Fire-EMS Operations	Bed Covers	\$401.76
AMZN Mktp US	Fire-EMS Operations	Bed Covers	\$178.56
AMZN Mktp US	Fire-EMS Operations	US Flag for fire Station	\$13.30
AMZN Mktp US	Fire-EMS Operations	Bed Covers	\$223.20
AMZN Mktp US	Fire-EMS Operations	Reading lights and bed covers	\$747.10
<i>AMZN Mktp US - Total For Fire-EMS Operations</i>			<i>\$1,563.92</i>
AMZN Mktp US	Police Administration	BOOK STORES	\$21.89
<i>AMZN Mktp US - Total For Police Administration</i>			<i>\$21.89</i>
AMZN Mktp US	Police Career Services	BOOK STORES	\$1,362.50
AMZN Mktp US	Police Career Services	BOOK STORES	\$197.60
AMZN Mktp US	Police Career Services	BOOK STORES	\$39.52
AMZN Mktp US	Police Career Services	BOOK STORES	\$29.85
<i>AMZN Mktp US - Total For Police Career Services</i>			<i>\$1,629.47</i>
AMZN Mktp US	Police Grants Fund	BOOK STORES	\$245.23
<i>AMZN Mktp US - Total For Police Grants Fund</i>			<i>\$245.23</i>
AMZN Mktp US	Weed & Pest Fund	Office supplies	\$21.29
<i>AMZN Mktp US - Total For Weed & Pest Fund</i>			<i>\$21.29</i>
AMZN Mktp US - ALL DEPARTMENTS			\$5,180.31

APCO INTERNATIONAL I

APCO INTERNATIONAL I	Public Safety Communication	BUSINESS SERVICES NOT ELSEWHERE CLASSI	\$419.00
<i>APCO INTERNATIONAL I - Total For Public Safety Communications</i>			<i>\$419.00</i>
APCO INTERNATIONAL I - ALL DEPARTMENTS			\$419.00

APPLE COMPUTER, INC.

APPLE COMPUTER, INC.	Fire-EMS Administration	iCloud Storage	\$0.99
<i>APPLE COMPUTER, INC. - Total For Fire-EMS Administration</i>			<i>\$0.99</i>
APPLE COMPUTER, INC. - ALL DEPARTMENTS			\$0.99

APPLIED IND TECH

APPLIED IND TECH	Water Tanks	Ball bearings for Mtn. Rd. Booster	\$190.62
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APPLIED IND TECH - Total For Water Tanks \$190.62

APPLIED IND TECH - ALL DEPARTMENTS \$190.62

ARBUCKLE LODGE GILLE

ARBUCKLE LODGE GILLE Fire-EMS Prevent & Inspect Arbucket Lodge stay for 3 nights while attend \$219.00

ARBUCKLE LODGE GILLE - Total For Fire-EMS Prevent & Inspect \$219.00

ARBUCKLE LODGE GILLE - ALL DEPARTMENTS \$219.00

ARBY'S 7533

ARBY'S 7533 Regional Water Operations JPB Meeting Lunch - Other Materials & Suppl \$52.10

ARBY'S 7533 - Total For Regional Water Operations \$52.10

ARBY'S 7533 - ALL DEPARTMENTS \$52.10

ARMORS RESTAURANT IN

ARMORS RESTAURANT IN Police Administration EATING PLACES, RESTAURANTS \$2,694.00

ARMORS RESTAURANT IN - Total For Police Administration \$2,694.00

ARMORS RESTAURANT IN - ALL DEPARTMENTS \$2,694.00

ARS FLOOD & FIRE CLE

ARS FLOOD & FIRE CLE Risk Management Fire damage cleanup & mitigation \$10,684.79

ARS FLOOD & FIRE CLE - Total For Risk Management \$10,684.79

ARS FLOOD & FIRE CLE - ALL DEPARTMENTS \$10,684.79

AT & T CORP

AT & T CORP Fire-EMS Administration Acct #287292151247 \$585.79

AT & T CORP Fire-EMS Administration Acct #287292151247 \$636.97

AT & T CORP - Total For Fire-EMS Administration \$1,222.76

AT & T CORP Metro Animal Control Acct #287279602134 \$646.38

AT & T CORP - Total For Metro Animal Control \$646.38

AT & T CORP Police Administration Acct #287279602134 \$15,045.19

AT & T CORP - Total For Police Administration \$15,045.19

AT & T CORP Public Transit - CARES Act Acct #287306431868 \$370.50

<i>AT & T CORP - Total For Public Transit - CARES Act</i>			\$370.50
AT & T CORP	Sewer Wastewater Collection Acct #287295228508		\$160.16
<i>AT & T CORP - Total For Sewer Wastewater Collection</i>			\$160.16
AT & T CORP	Streets	Acct #287294643026	\$200.20
<i>AT & T CORP - Total For Streets</i>			\$200.20
AT & T CORP - ALL DEPARTMENTS			\$17,645.19

AT&T 051221271100

AT&T 051221271100	Public Safety Communication	TELECOMMUNICATION SERV.INCLUD. LOCAL	\$70.06
<i>AT&T 051221271100 - Total For Public Safety Communications</i>			\$70.06
AT&T 051221271100 - ALL DEPARTMENTS			\$70.06

AT&T PAYMENT

AT&T PAYMENT	Metro Animal Control	TELECOMMUNICATION SERV.INCLUD. LOCAL	\$301.28
<i>AT&T PAYMENT - Total For Metro Animal Control</i>			\$301.28
AT&T PAYMENT	Police Administration	TELECOMMUNICATION SERV.INCLUD. LOCAL	\$13,439.29
AT&T PAYMENT	Police Administration	TELECOMMUNICATION SERV.INCLUD. LOCAL	\$16,675.96
<i>AT&T PAYMENT - Total For Police Administration</i>			\$30,115.25
AT&T PAYMENT - ALL DEPARTMENTS			\$30,416.53

AT&T PREMIER EBILL

AT&T PREMIER EBILL	Police Administration	TELECOMMUNICATION SERV.INCLUD. LOCAL	\$13,626.47
AT&T PREMIER EBILL	Police Administration	TELECOMMUNICATION SERV.INCLUD. LOCAL	\$12,520.11
<i>AT&T PREMIER EBILL - Total For Police Administration</i>			\$26,146.58
AT&T PREMIER EBILL - ALL DEPARTMENTS			\$26,146.58

ATLANTIC ELECTRIC, I

ATLANTIC ELECTRIC, I	Risk Management	Installation of new pole base & pole	\$7,500.00
ATLANTIC ELECTRIC, I	Risk Management	Removal of pole base	\$1,900.00
<i>ATLANTIC ELECTRIC, I - Total For Risk Management</i>			\$9,400.00
ATLANTIC ELECTRIC, I	Traffic Control	Miscellaneous Item	\$4,696.32
<i>ATLANTIC ELECTRIC, I - Total For Traffic Control</i>			\$4,696.32

ATLANTIC ELECTRIC, I - ALL DEPARTMENTS

\$14,096.32

ATLAS FCC LICENSE PR

ATLAS FCC LICENSE PR	Balefill - Disposal & Landfill	NEW FCC LICENSE FOR GPS OP	\$720.00
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<i>ATLAS FCC LICENSE PR - Total For Balefill - Disposal & Landfill</i>			\$720.00
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ATLAS FCC LICENSE PR - ALL DEPARTMENTS

\$720.00

ATLAS OFFICE PRODUCT

ATLAS OFFICE PRODUCT	Balefill - Disposal & Landfill	Office supplies	\$21.42
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ATLAS OFFICE PRODUCT	Balefill - Disposal & Landfill	Office supplies	\$111.38
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ATLAS OFFICE PRODUCT	Balefill - Disposal & Landfill	Office supplies	\$239.87
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ATLAS OFFICE PRODUCT	Balefill - Disposal & Landfill	Office supplies	\$13.60
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<i>ATLAS OFFICE PRODUCT - Total For Balefill - Disposal & Landfill</i>			\$386.27
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ATLAS OFFICE PRODUCT	City Attorney	Office supplies	\$119.70
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ATLAS OFFICE PRODUCT	City Attorney	Office supplies	\$126.60
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ATLAS OFFICE PRODUCT	City Attorney	Office supplies	\$16.97
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<i>ATLAS OFFICE PRODUCT - Total For City Attorney</i>			\$263.27
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ATLAS OFFICE PRODUCT	City Clerk	COMMERCIAL EQUIPMENT, NOT ELSEWHER	\$60.91
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<i>ATLAS OFFICE PRODUCT - Total For City Clerk</i>			\$60.91
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ATLAS OFFICE PRODUCT	Code Enforcement	Office supplies	\$45.29
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ATLAS OFFICE PRODUCT	Code Enforcement	Office supplies	\$14.26
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<i>ATLAS OFFICE PRODUCT - Total For Code Enforcement</i>			\$59.55
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ATLAS OFFICE PRODUCT	Customer Service	DIVIDERS, SORTKWIK, INDEX FLAGS	\$5.61
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ATLAS OFFICE PRODUCT	Customer Service	HEAD PHONES	\$4.26
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<i>ATLAS OFFICE PRODUCT - Total For Customer Service</i>			\$9.87
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ATLAS OFFICE PRODUCT	Finance	BINDERS	\$21.76
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ATLAS OFFICE PRODUCT	Finance	DIVIDERS, SORTKWIK, INDEX FLAGS	\$153.50
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<i>ATLAS OFFICE PRODUCT - Total For Finance</i>			\$175.26
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ATLAS OFFICE PRODUCT	Fire-EMS Administration	Ink for St. 5	\$45.67
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ATLAS OFFICE PRODUCT	Fire-EMS Administration	Ink cartidges for stations	\$151.42
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<i>ATLAS OFFICE PRODUCT - Total For Fire-EMS Administration</i>			\$197.09
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ATLAS OFFICE PRODUCT	Fire-EMS Operations	Flags for stations	\$57.12
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<i>ATLAS OFFICE PRODUCT - Total For Fire-EMS Operations</i>			\$57.12
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ATLAS OFFICE PRODUCT	Fleet Maintenance Fund	Office supplies	\$49.86
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<i>ATLAS OFFICE PRODUCT - Total For Fleet Maintenance Fund</i>			<i>\$49.86</i>
ATLAS OFFICE PRODUCT	Human Resources	1 box large binder clips	\$5.88
ATLAS OFFICE PRODUCT	Human Resources	1 box 2-pocket gray folders, 1 box manila file	\$25.46
<i>ATLAS OFFICE PRODUCT - Total For Human Resources</i>			<i>\$31.34</i>
ATLAS OFFICE PRODUCT	Metro Animal Shelter	Office supplies	\$1,641.06
ATLAS OFFICE PRODUCT	Metro Animal Shelter	Office supplies	\$170.14
<i>ATLAS OFFICE PRODUCT - Total For Metro Animal Shelter</i>			<i>\$1,811.20</i>
ATLAS OFFICE PRODUCT	Municipal Court	Office supplies	\$108.68
ATLAS OFFICE PRODUCT	Municipal Court	Office supplies	\$26.73
ATLAS OFFICE PRODUCT	Municipal Court	Office supplies	\$27.39
ATLAS OFFICE PRODUCT	Municipal Court	Office supplies	\$3.35
<i>ATLAS OFFICE PRODUCT - Total For Municipal Court</i>			<i>\$166.15</i>
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$295.00
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$314.29
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$899.42
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$23.94
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$37.90
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$255.13
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$1,197.00
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$22.99
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$226.49
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$2,606.58
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$83.00
<i>ATLAS OFFICE PRODUCT - Total For Police Administration</i>			<i>\$5,961.74</i>
ATLAS OFFICE PRODUCT	Police Records	Office supplies	\$76.52
ATLAS OFFICE PRODUCT	Police Records	Office supplies	\$76.52
<i>ATLAS OFFICE PRODUCT - Total For Police Records</i>			<i>\$153.04</i>
ATLAS OFFICE PRODUCT	Police Traffic Enforcement	Office supplies	\$187.74
<i>ATLAS OFFICE PRODUCT - Total For Police Traffic Enforcement</i>			<i>\$187.74</i>
ATLAS OFFICE PRODUCT	Refuse - Recycling	Office supplies	\$88.45
<i>ATLAS OFFICE PRODUCT - Total For Refuse - Recycling</i>			<i>\$88.45</i>
ATLAS OFFICE PRODUCT - ALL DEPARTMENTS			\$9,658.86

ATLAS REPRODUCTION

ATLAS REPRODUCTION	Planning	Printing / laminating service	\$30.00
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ATLAS REPRODUCTION - Total For Planning \$30.00

ATLAS REPRODUCTION - ALL DEPARTMENTS \$30.00

ATT BILL PAYMENT

ATT BILL PAYMENT Regional Water Operations Communication - Service to the Tablet - AT& \$40.04

ATT BILL PAYMENT - Total For Regional Water Operations \$40.04

ATT BILL PAYMENT Water Distribution TELECOMMUNICATION SERV.INCLUD. LOCAL \$520.52

ATT BILL PAYMENT - Total For Water Distribution \$520.52

ATT BILL PAYMENT - ALL DEPARTMENTS \$560.56

AVIATION SUPPLIES

AVIATION SUPPLIES Information Services INDUSTRIAL SUPPLIES NOT ESLEWHERE CLAS \$51.70

AVIATION SUPPLIES - Total For Information Services \$51.70

AVIATION SUPPLIES - ALL DEPARTMENTS \$51.70

B2B Prime

B2B Prime Regional Water Operations Amazon Prime Business Membership REFUN (\$179.00)

B2B Prime - Total For Regional Water Operations (\$179.00)

B2B Prime - ALL DEPARTMENTS (\$179.00)

B2B Prime 1L41K31N1

B2B Prime 1L41K31N1 Regional Water Operations Amazon Prime Business Membership \$179.00

B2B Prime 1L41K31N1 - Total For Regional Water Operations \$179.00

B2B Prime 1L41K31N1 - ALL DEPARTMENTS \$179.00

BACKFLOW SUPPLY

BACKFLOW SUPPLY WWTP Operations DWB MAIN H2O SUPPLY BACKFLOW \$1,270.46

BACKFLOW SUPPLY - Total For WWTP Operations \$1,270.46

BACKFLOW SUPPLY - ALL DEPARTMENTS \$1,270.46

BAILEY'S ACE HARDWAR

BAILEY'S ACE HARDWAR	Balefill - Baler Processing	Rivets & other hardware (bolts, etc)	\$41.35
BAILEY'S ACE HARDWAR	Balefill - Baler Processing	Duct tape	\$18.32
BAILEY'S ACE HARDWAR	Balefill - Baler Processing	Posthole digger	\$47.99
BAILEY'S ACE HARDWAR	Balefill - Baler Processing	Jig saw / blades & clamps	\$73.27
BAILEY'S ACE HARDWAR	Balefill - Baler Processing	Drill bit & right angle attachment	\$32.58
BAILEY'S ACE HARDWAR	Balefill - Baler Processing	Drill bit	\$24.99
BAILEY'S ACE HARDWAR	Balefill - Baler Processing	Spray paint	\$35.64
<i>BAILEY'S ACE HARDWAR - Total For Balefill - Baler Processing</i>			\$274.14
BAILEY'S ACE HARDWAR	Balefill - Disposal & Landfill	Pushbrooms, scraper & handles	\$168.95
BAILEY'S ACE HARDWAR	Balefill - Disposal & Landfill	Drain spade, squeege/sponge, gas can, ext. p	\$154.93
<i>BAILEY'S ACE HARDWAR - Total For Balefill - Disposal & Landfill</i>			\$323.88
BAILEY'S ACE HARDWAR	Balefill - Diversion & Special	Garden hose	\$69.99
<i>BAILEY'S ACE HARDWAR - Total For Balefill - Diversion & Special</i>			\$69.99
BAILEY'S ACE HARDWAR - ALL DEPARTMENTS			\$668.01

BAILEYS ACE HDWE

BAILEYS ACE HDWE	Capital Projects Fund	Repair supplies for N. Casper Soccer Concessi	\$2.67
<i>BAILEYS ACE HDWE - Total For Capital Projects Fund</i>			\$2.67
BAILEYS ACE HDWE	Fleet Maintenance Fund	151572 SOFTNER PELLETS (12)	\$89.88
<i>BAILEYS ACE HDWE - Total For Fleet Maintenance Fund</i>			\$89.88
BAILEYS ACE HDWE	Ice Arena - Operations	Drain Acid for Urinals	\$22.99
<i>BAILEYS ACE HDWE - Total For Ice Arena - Operations</i>			\$22.99
BAILEYS ACE HDWE	Parks - Parks Maint.	Snap Ring Pliers	\$34.99
<i>BAILEYS ACE HDWE - Total For Parks - Parks Maint.</i>			\$34.99
BAILEYS ACE HDWE	Rec Center - Operations	Repair and tools for CRC	\$28.46
<i>BAILEYS ACE HDWE - Total For Rec Center - Operations</i>			\$28.46
BAILEYS ACE HDWE	Refuse - Residential	MOUSE TRAPS	\$19.18
<i>BAILEYS ACE HDWE - Total For Refuse - Residential</i>			\$19.18
BAILEYS ACE HDWE	Traffic Control	Exacto blades for sign fab	\$9.98
<i>BAILEYS ACE HDWE - Total For Traffic Control</i>			\$9.98
BAILEYS ACE HDWE	WWTP Operations	GARDEN HOSE ENDS	\$14.36
<i>BAILEYS ACE HDWE - Total For WWTP Operations</i>			\$14.36
BAILEYS ACE HDWE - ALL DEPARTMENTS			\$222.51

BANNERBUZZ

BANNERBUZZ	Aquatics - Operations	Food Menu for Mike Sedar	\$33.31
<i>BANNERBUZZ - Total For Aquatics - Operations</i>			<i>\$33.31</i>
BANNERBUZZ - ALL DEPARTMENTS			\$33.31

BARGREEN ELLINGSON

BARGREEN ELLINGSON	Fire-EMS Operations	Fire Station 1 Icemaker	\$1,578.00
<i>BARGREEN ELLINGSON - Total For Fire-EMS Operations</i>			<i>\$1,578.00</i>
BARGREEN ELLINGSON - ALL DEPARTMENTS			\$1,578.00

BARGREEN WYOMING

BARGREEN WYOMING	Fire-EMS Operations	Ice maker	\$1,500.00
<i>BARGREEN WYOMING - Total For Fire-EMS Operations</i>			<i>\$1,500.00</i>
BARGREEN WYOMING	Golf - Operations	Paper towels and hand soap	\$148.77
<i>BARGREEN WYOMING - Total For Golf - Operations</i>			<i>\$148.77</i>
BARGREEN WYOMING - ALL DEPARTMENTS			\$1,648.77

BENTZ'S TOWN PUMP

BENTZ'S TOWN PUMP	Fleet Maintenance Fund	Unleaded fuel	\$11.28
BENTZ'S TOWN PUMP	Fleet Maintenance Fund	Unleaded fuel	\$17.46
<i>BENTZ'S TOWN PUMP - Total For Fleet Maintenance Fund</i>			<i>\$28.74</i>
BENTZ'S TOWN PUMP - ALL DEPARTMENTS			\$28.74

BEST WESTERN PLUS WH

BEST WESTERN PLUS WH	Fire-EMS Operations	Room while traveling to the mid-point inspec	\$161.08
BEST WESTERN PLUS WH	Fire-EMS Operations	Room while traveling to the mid-point inspec	\$161.08
<i>BEST WESTERN PLUS WH - Total For Fire-EMS Operations</i>			<i>\$322.16</i>
BEST WESTERN PLUS WH - ALL DEPARTMENTS			\$322.16

BIG D #30

BIG D #30	Police Career Services	AUTOMATED FUEL DISPENSERS	\$43.87
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BIG D #30	Police Career Services	AUTOMATED FUEL DISPENSERS	\$36.89
<i>BIG D #30 - Total For Police Career Services</i>			<i>\$80.76</i>
BIG D #30	Sewer Wastewater Collection	fuel for trip to/from Denver for 660317	\$95.00
<i>BIG D #30 - Total For Sewer Wastewater Collection</i>			<i>\$95.00</i>
BIG D #30 - ALL DEPARTMENTS			\$175.76

BIG D #31

BIG D #31	Police Career Services	SERVICE STATIONS	\$31.28
<i>BIG D #31 - Total For Police Career Services</i>			<i>\$31.28</i>
BIG D #31 - ALL DEPARTMENTS			\$31.28

BIG LOTS STORES

BIG LOTS STORES	City Council	Totes for screening before Council meetings	\$25.08
BIG LOTS STORES	City Council	Supplies for Council meetings	\$32.16
<i>BIG LOTS STORES - Total For City Council</i>			<i>\$57.24</i>
BIG LOTS STORES - ALL DEPARTMENTS			\$57.24

BISHOP SALES

BISHOP SALES	Buildings & Structures Fund	Replacement water valves for Washington P	\$917.55
<i>BISHOP SALES - Total For Buildings & Structures Fund</i>			<i>\$917.55</i>
BISHOP SALES - ALL DEPARTMENTS			\$917.55

BLACK HILLS ENERGY

BLACK HILLS ENERGY	Ash Street Building	Acct #4376 8927 11	\$790.46
BLACK HILLS ENERGY	Ash Street Building	Acct #4376 8927 11	\$695.04
BLACK HILLS ENERGY	Ash Street Building	Acct #0421 9638 76	\$30.45
<i>BLACK HILLS ENERGY - Total For Ash Street Building</i>			<i>\$1,515.95</i>
BLACK HILLS ENERGY	Balefill - Disposal & Landfill	Acct #7538 8605 37	\$58.00
BLACK HILLS ENERGY	Balefill - Disposal & Landfill	Acct #1919 8530 97	\$5,401.16
<i>BLACK HILLS ENERGY - Total For Balefill - Disposal & Landfill</i>			<i>\$5,459.16</i>
BLACK HILLS ENERGY	Buildings & Structures Fund	Acct #8545 6521 02	\$412.59
BLACK HILLS ENERGY	Buildings & Structures Fund	Acct #8545 6521 02	\$295.91
<i>BLACK HILLS ENERGY - Total For Buildings & Structures Fund</i>			<i>\$708.50</i>

BLACK HILLS ENERGY	Cemetery	Acct #9629 0042 60	\$348.52
<i>BLACK HILLS ENERGY - Total For Cemetery</i>			\$348.52
BLACK HILLS ENERGY	City Center Building	Acct #8545 6521 02	\$150.33
BLACK HILLS ENERGY	City Center Building	Acct #8545 6521 02	\$52.10
<i>BLACK HILLS ENERGY - Total For City Center Building</i>			\$202.43
BLACK HILLS ENERGY	Fleet Maintenance Fund	Acct #5293 6421 13	\$3,762.63
<i>BLACK HILLS ENERGY - Total For Fleet Maintenance Fund</i>			\$3,762.63
BLACK HILLS ENERGY	Golf - Operations	Acct #6566 7661 30	\$495.82
BLACK HILLS ENERGY	Golf - Operations	Acct #1340 9824 25	\$195.19
<i>BLACK HILLS ENERGY - Total For Golf - Operations</i>			\$691.01
BLACK HILLS ENERGY	Ice Arena - Operations	Acct #9570 6006 61	\$1,314.49
<i>BLACK HILLS ENERGY - Total For Ice Arena - Operations</i>			\$1,314.49
BLACK HILLS ENERGY	Marathon Building	Acct #8545 6521 02	\$1,046.71
BLACK HILLS ENERGY	Marathon Building	Acct #8545 6521 02	\$686.96
<i>BLACK HILLS ENERGY - Total For Marathon Building</i>			\$1,733.67
BLACK HILLS ENERGY	Metro Animal Shelter	Acct #9630 2229 58	\$364.18
<i>BLACK HILLS ENERGY - Total For Metro Animal Shelter</i>			\$364.18
BLACK HILLS ENERGY	Miller St. Dormitory	Acct #8545 6521 02	\$237.58
BLACK HILLS ENERGY	Miller St. Dormitory	Acct #8545 6521 02	\$154.91
<i>BLACK HILLS ENERGY - Total For Miller St. Dormitory</i>			\$392.49
BLACK HILLS ENERGY	Parks - Athletic Maint.	Acct #5655 3404 55	\$221.43
BLACK HILLS ENERGY	Parks - Athletic Maint.	Acct #5655 3404 55	\$276.52
<i>BLACK HILLS ENERGY - Total For Parks - Athletic Maint.</i>			\$497.95
BLACK HILLS ENERGY	Parks - Parks Maint.	Acct #2076 2356 87	\$189.38
<i>BLACK HILLS ENERGY - Total For Parks - Parks Maint.</i>			\$189.38
BLACK HILLS ENERGY	Public Transit - Operations	Acct #3470 5680 29	\$244.64
<i>BLACK HILLS ENERGY - Total For Public Transit - Operations</i>			\$244.64
BLACK HILLS ENERGY	Rec Center - Operations	Acct #4400 2150 46	\$1,956.44
<i>BLACK HILLS ENERGY - Total For Rec Center - Operations</i>			\$1,956.44
BLACK HILLS ENERGY	Sewer Wastewater Collection	Acct #6405 5357 61	\$32.83
<i>BLACK HILLS ENERGY - Total For Sewer Wastewater Collection</i>			\$32.83
BLACK HILLS ENERGY	Water Distribution	Acct #0295 5402 18	\$1,351.46
<i>BLACK HILLS ENERGY - Total For Water Distribution</i>			\$1,351.46
BLACK HILLS ENERGY	WWTP Operations	Acct #5541 2887 44	\$7,642.30
<i>BLACK HILLS ENERGY - Total For WWTP Operations</i>			\$7,642.30

BLACK HILLS ENERGY - ALL DEPARTMENTS

\$28,408.03

BLAKEMAN PROPANE

BLAKEMAN PROPANE	Balefill - Disposal & Landfill	Propane	\$550.03
BLAKEMAN PROPANE	Balefill - Disposal & Landfill	Propane	\$579.51
<i>BLAKEMAN PROPANE - Total For Balefill - Disposal & Landfill</i>			<i>\$1,129.54</i>

BLAKEMAN PROPANE - ALL DEPARTMENTS

\$1,129.54

BLOEDORN LUMBER CO

BLOEDORN LUMBER CO	Buildings & Structures Fund	Restroom startup supplies for Ft. Caspar - Bl	\$193.47
BLOEDORN LUMBER CO	Buildings & Structures Fund	Repair supplies for Fire 1 - Bloedorn	\$11.68
BLOEDORN LUMBER CO	Buildings & Structures Fund	Restroom startup supplies for Ft Caspar - Blo	\$50.59
BLOEDORN LUMBER CO	Buildings & Structures Fund	BAS Shop Supplies - Bloedorn	\$449.00
BLOEDORN LUMBER CO	Buildings & Structures Fund	Repair supplies for Fire 1 - Bloedorn	\$52.53

BLOEDORN LUMBER CO - Total For Buildings & Structures Fund *\$757.27*

BLOEDORN LUMBER CO	Fire-EMS Training	Material for training prop	\$281.58
BLOEDORN LUMBER CO	Fire-EMS Training	Items for classroom building projects	\$398.68
BLOEDORN LUMBER CO	Fire-EMS Training	Material for the drill tower	\$1,736.46
BLOEDORN LUMBER CO	Fire-EMS Training	Classroom building deck materials	\$2,009.70
BLOEDORN LUMBER CO	Fire-EMS Training	Material for Drill Tower	\$2,041.24
BLOEDORN LUMBER CO	Fire-EMS Training	Materials for Drill Tower vent prop	\$807.51
BLOEDORN LUMBER CO	Fire-EMS Training	Materials for a deck at the drill facility	\$26.57

BLOEDORN LUMBER CO - Total For Fire-EMS Training *\$7,301.74*

BLOEDORN LUMBER CO	Water Distribution	Inventory bldg apron supplies	\$201.15
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BLOEDORN LUMBER CO - Total For Water Distribution *\$201.15*

BLOEDORN LUMBER CO	WWTP Operations	TUB/SHOWER ADHESIVE	\$5.39
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BLOEDORN LUMBER CO - Total For WWTP Operations *\$5.39*

BLOEDORN LUMBER CO - ALL DEPARTMENTS

\$8,265.55

BLUEBEAM INC

BLUEBEAM INC	Fire-EMS Prevent & Inspect	Plan Review Software Online Training	\$896.00
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BLUEBEAM INC - Total For Fire-EMS Prevent & Inspect *\$896.00*

BLUEBEAM INC - ALL DEPARTMENTS \$896.00

BOOKING.COM

BOOKING.COM Police Career Services LODGING, HOTELS, MOTELS, RESORTS \$186.06

BOOKING.COM - Total For Police Career Services \$186.06

BOOKING.COM - ALL DEPARTMENTS \$186.06

BUREAU OF LAND MGMT

BUREAU OF LAND MGMT Fire-EMS Training 2022 IPGs (Wildland Equipment) \$155.46

BUREAU OF LAND MGMT - Total For Fire-EMS Training \$155.46

BUREAU OF LAND MGMT - ALL DEPARTMENTS \$155.46

CANTINA GRILL B

CANTINA GRILL B Fire-EMS Operations Lunch for two while attending new engine mi \$53.39

CANTINA GRILL B - Total For Fire-EMS Operations \$53.39

CANTINA GRILL B - ALL DEPARTMENTS \$53.39

CARL VINSON INST OF

CARL VINSON INST OF Finance 2ND ACCTING CLASS FROM UNIVERSITY OF G \$499.00

CARL VINSON INST OF - Total For Finance \$499.00

CARL VINSON INST OF - ALL DEPARTMENTS \$499.00

CASELLE, INC.

CASELLE, INC. Customer Service Contract Support / Maintenance - 06/01 to 0 \$75.00

CASELLE, INC. - Total For Customer Service \$75.00

CASELLE, INC. - ALL DEPARTMENTS \$75.00

CASPER AREA CONVENTI

CASPER AREA CONVENTI Police Career Services Certified Tourism Ambassador Training \$27.00

CASPER AREA CONVENTI - Total For Police Career Services \$27.00

CASPER AREA CONVENTI - ALL DEPARTMENTS \$27.00

CASPER ELECTRIC, INC

CASPER ELECTRIC, INC Capital Projects Fund Contract Withholding: 22300164 \$10,000.00

CASPER ELECTRIC, INC - Total For Capital Projects Fund \$10,000.00

CASPER ELECTRIC, INC - ALL DEPARTMENTS \$10,000.00

CASPER NATRONA COUNT

CASPER NATRONA COUNT Social Community Services Tax Revenues (City) - February 2022 \$47,916.87

CASPER NATRONA COUNT Social Community Services Tax Revenues (City) - April 2022 \$47,916.87

CASPER NATRONA COUNT Social Community Services Tax Revenues (City) - May 2022 \$47,916.87

CASPER NATRONA COUNT - Total For Social Community Services \$143,750.61

CASPER NATRONA COUNT - ALL DEPARTMENTS \$143,750.61

CASPER STAR TRIBUNE

CASPER STAR TRIBUNE Balefill - Disposal & Landfill NEWS DEALERS AND NEWSSTANDS \$565.00

CASPER STAR TRIBUNE - Total For Balefill - Disposal & Landfill \$565.00

CASPER STAR TRIBUNE City Clerk NEWS DEALERS AND NEWSSTANDS \$982.60

CASPER STAR TRIBUNE - Total For City Clerk \$982.60

CASPER STAR TRIBUNE Fleet Maintenance Fund LEGAL AD \$157.84

CASPER STAR TRIBUNE - Total For Fleet Maintenance Fund \$157.84

CASPER STAR TRIBUNE Golf - Operations NEWS DEALERS AND NEWSSTANDS \$1,000.00

CASPER STAR TRIBUNE - Total For Golf - Operations \$1,000.00

CASPER STAR TRIBUNE Hogadon - Operations NEWS DEALERS AND NEWSSTANDS \$128.40

CASPER STAR TRIBUNE - Total For Hogadon - Operations \$128.40

CASPER STAR TRIBUNE Sewer Wastewater Collection NEWS DEALERS AND NEWSSTANDS \$400.00

CASPER STAR TRIBUNE - Total For Sewer Wastewater Collection \$400.00

CASPER STAR TRIBUNE WWTP Operations NEWS DEALERS AND NEWSSTANDS \$400.00

CASPER STAR TRIBUNE - Total For WWTP Operations \$400.00

CASPER STAR TRIBUNE - ALL DEPARTMENTS \$3,633.84

CASPER STAR-TRIBUNE,

CASPER STAR-TRIBUNE, Balefill - Disposal & Landfill Advertising - standard advertisement for bid \$608.48

<i>CASPER STAR-TRIBUNE, - Total For Balefill - Disposal & Landfill</i>			<i>\$608.48</i>
CASPER STAR-TRIBUNE,	Buildings & Structures Fund	Advertising - Notice	\$40.38
<i>CASPER STAR-TRIBUNE, - Total For Buildings & Structures Fund</i>			<i>\$40.38</i>
CASPER STAR-TRIBUNE,	Capital Projects Fund	Advertising - standard advertisement for bid	\$580.68
CASPER STAR-TRIBUNE,	Capital Projects Fund	Advertising-Notice of final payment to contr	\$223.12
CASPER STAR-TRIBUNE,	Capital Projects Fund	Advertising - standard advertisement for bid	\$549.52
CASPER STAR-TRIBUNE,	Capital Projects Fund	Advertising - standard advertisement for bid	\$593.32
<i>CASPER STAR-TRIBUNE, - Total For Capital Projects Fund</i>			<i>\$1,946.64</i>
CASPER STAR-TRIBUNE,	Code Enforcement	Advertising-Notice of Intent To Apply	\$241.79
<i>CASPER STAR-TRIBUNE, - Total For Code Enforcement</i>			<i>\$241.79</i>
CASPER STAR-TRIBUNE,	Planning	Advertising - Planning & Zoning Notice	\$87.36
CASPER STAR-TRIBUNE,	Planning	Advertising - Legal Notice	\$91.68
<i>CASPER STAR-TRIBUNE, - Total For Planning</i>			<i>\$179.04</i>
CASPER STAR-TRIBUNE,	Public Transit - Operations	Advertising - request for proposals	\$77.28
<i>CASPER STAR-TRIBUNE, - Total For Public Transit - Operations</i>			<i>\$77.28</i>
CASPER STAR-TRIBUNE,	Regional Water Operations	Advertising - CWRWS	\$49.86
<i>CASPER STAR-TRIBUNE, - Total For Regional Water Operations</i>			<i>\$49.86</i>
CASPER STAR-TRIBUNE,	Water Administration	Advertising-Drinking Water Quality Report	\$2,428.60
<i>CASPER STAR-TRIBUNE, - Total For Water Administration</i>			<i>\$2,428.60</i>
CASPER STAR-TRIBUNE, - ALL DEPARTMENTS			\$5,572.07

CASPER TIN SHOP

CASPER TIN SHOP	Refuse - Residential	Heater repair	\$379.29
<i>CASPER TIN SHOP - Total For Refuse - Residential</i>			<i>\$379.29</i>
CASPER TIN SHOP - ALL DEPARTMENTS			\$379.29

CASPER TIRE

CASPER TIRE	Balefill - Baler Processing	Flat repair	\$360.00
<i>CASPER TIRE - Total For Balefill - Baler Processing</i>			<i>\$360.00</i>
CASPER TIRE	Balefill - Disposal & Landfill	Complete switch	\$20.00
CASPER TIRE	Balefill - Disposal & Landfill	Flat repair	\$180.00
<i>CASPER TIRE - Total For Balefill - Disposal & Landfill</i>			<i>\$200.00</i>
CASPER TIRE	Fleet Maintenance Fund	Tires	\$398.00
<i>CASPER TIRE - Total For Fleet Maintenance Fund</i>			<i>\$398.00</i>

CASPER TIRE	Refuse - Commercial	Semi complete switch & balance	\$80.00
CASPER TIRE	Refuse - Commercial	Tires & balancing	\$1,740.00
CASPER TIRE	Refuse - Commercial	Flat repair	\$45.00
<i>CASPER TIRE - Total For Refuse - Commercial</i>			<i>\$1,865.00</i>
CASPER TIRE	Refuse - Recycling	Wheel switches	\$100.00
CASPER TIRE	Refuse - Recycling	Flat repair	\$45.00
<i>CASPER TIRE - Total For Refuse - Recycling</i>			<i>\$145.00</i>
CASPER TIRE	Refuse - Residential	Semi wheel switch & dismount	\$47.50
CASPER TIRE	Refuse - Residential	Flat repair	\$45.00
CASPER TIRE	Refuse - Residential	Flat repair	\$45.00
CASPER TIRE	Refuse - Residential	Used tire	\$150.00
CASPER TIRE	Refuse - Residential	Flat repair	\$45.00
<i>CASPER TIRE - Total For Refuse - Residential</i>			<i>\$332.50</i>
CASPER TIRE - ALL DEPARTMENTS			\$3,300.50

CASPER WINNELSON CO

CASPER WINNELSON CO	Buildings & Structures Fund	Plumbing repair parts for Solid Waste - Winn	\$79.85
CASPER WINNELSON CO	Buildings & Structures Fund	Water heater replacement supplies for Solid	\$123.76
CASPER WINNELSON CO	Buildings & Structures Fund	City Hall Fountain Demo Costs - Winnelson	\$73.67
CASPER WINNELSON CO	Buildings & Structures Fund	Plumbing charges for Solid Waste - Winnelso	\$191.90
CASPER WINNELSON CO	Buildings & Structures Fund	BAS Shop Supplies - Winnelson	\$167.94
CASPER WINNELSON CO	Buildings & Structures Fund	Plumbing supply parts for Fire 1 - Winnelson	\$521.32
CASPER WINNELSON CO	Buildings & Structures Fund	Plumbing repair parts for Transit Office - Win	\$178.58
CASPER WINNELSON CO	Buildings & Structures Fund	Plumbing supplies for Ice Arena - Winnelson	\$45.25
<i>CASPER WINNELSON CO - Total For Buildings & Structures Fund</i>			<i>\$1,382.27</i>
CASPER WINNELSON CO	Capital Projects Fund	Plumbing parts for Events Center - Winnelso	\$50.88
CASPER WINNELSON CO	Capital Projects Fund	Plumbing repair supplies for Lansing - Winnel	\$721.78
CASPER WINNELSON CO	Capital Projects Fund	Plumbing repair supplies for Lansing Field -	\$40.02
CASPER WINNELSON CO	Capital Projects Fund	Plumbing parts for Events Center - Winnelso	\$33.92
CASPER WINNELSON CO	Capital Projects Fund	Plumbing repair supplies for Casper Soccer -	\$102.76
CASPER WINNELSON CO	Capital Projects Fund	New water heater for Washington Baseball -	\$666.89
CASPER WINNELSON CO	Capital Projects Fund	Plumbing repair supplies for Events Center -	\$87.48
CASPER WINNELSON CO	Capital Projects Fund	Plumbing repair supplies for Lansing - Winnel	\$70.44
CASPER WINNELSON CO	Capital Projects Fund	Replacement water heater for Washington B	\$29.94
<i>CASPER WINNELSON CO - Total For Capital Projects Fund</i>			<i>\$1,804.11</i>

CASPER WINNELSON CO	WWTP Operations	BLACK BOILER PIPE	\$65.73
CASPER WINNELSON CO	WWTP Operations	IRRIGATION REPAIR PARTS	\$52.00
<i>CASPER WINNELSON CO - Total For WWTP Operations</i>			<i>\$117.73</i>
CASPER WINNELSON CO - ALL DEPARTMENTS			\$3,304.11

CASPER/NATRONA COUNT

CASPER/NATRONA COUNT	Police Career Services	AUTOMOBILE PARKING LOTS AND GARAGES	\$25.00
<i>CASPER/NATRONA COUNT - Total For Police Career Services</i>			<i>\$25.00</i>
CASPER/NATRONA COUNT - ALL DEPARTMENTS			\$25.00

CENTRAL WY. RESCUE M

CENTRAL WY. RESCUE M	Parks - Special Areas	USED MERCHANDISE STORES, SECOND HAN	\$57.00
<i>CENTRAL WY. RESCUE M - Total For Parks - Special Areas</i>			<i>\$57.00</i>
CENTRAL WY. RESCUE M - ALL DEPARTMENTS			\$57.00

CENTURYLINK

CENTURYLINK	Aquatics - Operations	Acct #P-307-111-9950 456M	\$25.99
<i>CENTURYLINK - Total For Aquatics - Operations</i>			<i>\$25.99</i>
CENTURYLINK	Balefill - Disposal & Landfill	Acct #P-307-111-9950 456M	\$83.60
<i>CENTURYLINK - Total For Balefill - Disposal & Landfill</i>			<i>\$83.60</i>
CENTURYLINK	Buildings & Structures Fund	Acct #P-307-111-9950 456M	\$15.73
<i>CENTURYLINK - Total For Buildings & Structures Fund</i>			<i>\$15.73</i>
CENTURYLINK	Cemetery	Acct #P-307-111-9950 456M	\$15.73
<i>CENTURYLINK - Total For Cemetery</i>			<i>\$15.73</i>
CENTURYLINK	City Attorney	Acct #P-307-111-9950 456M	\$57.44
<i>CENTURYLINK - Total For City Attorney</i>			<i>\$57.44</i>
CENTURYLINK	City Council	Acct #P-307-111-9950 456M	\$15.73
<i>CENTURYLINK - Total For City Council</i>			<i>\$15.73</i>
CENTURYLINK	City Hall	Acct #P-307-111-9950 456M	\$10.43
<i>CENTURYLINK - Total For City Hall</i>			<i>\$10.43</i>
CENTURYLINK	City Manager	Acct #P-307-111-9950 456M	\$36.59
<i>CENTURYLINK - Total For City Manager</i>			<i>\$36.59</i>
CENTURYLINK	Code Enforcement	Acct #P-307-111-9950 456M	\$73.17

<i>CENTURYLINK - Total For Code Enforcement</i>			<i>\$73.17</i>
CENTURYLINK	Customer Service	Acct #307-235-8290 915B	\$44.32
CENTURYLINK	Customer Service	Acct #P-307-111-9950 456M	\$36.59
<i>CENTURYLINK - Total For Customer Service</i>			<i>\$80.91</i>
CENTURYLINK	Engineering	Acct #P-307-111-9950 456M	\$73.17
<i>CENTURYLINK - Total For Engineering</i>			<i>\$73.17</i>
CENTURYLINK	Finance	Acct #P-307-111-9950 456M	\$83.60
<i>CENTURYLINK - Total For Finance</i>			<i>\$83.60</i>
CENTURYLINK	Fire-EMS Administration	Acct #P-307-111-9950 456M	\$104.46
CENTURYLINK	Fire-EMS Administration	Acct #P-307-111-5104 106M	\$1,203.06
CENTURYLINK	Fire-EMS Administration	Acct #71332709	\$243.34
<i>CENTURYLINK - Total For Fire-EMS Administration</i>			<i>\$1,550.86</i>
CENTURYLINK	Fleet Maintenance Fund	Acct #P-307-111-9950 456M	\$67.87
<i>CENTURYLINK - Total For Fleet Maintenance Fund</i>			<i>\$67.87</i>
CENTURYLINK	Ft. Caspar Museum	Acct #P-307-111-9950 456M	\$15.73
<i>CENTURYLINK - Total For Ft. Caspar Museum</i>			<i>\$15.73</i>
CENTURYLINK	Golf - Operations	Acct #P-307-111-9950 456M	\$15.73
<i>CENTURYLINK - Total For Golf - Operations</i>			<i>\$15.73</i>
CENTURYLINK	Hogadon - Operations	Acct #P-307-111-9950 456M	\$52.15
<i>CENTURYLINK - Total For Hogadon - Operations</i>			<i>\$52.15</i>
CENTURYLINK	Human Resources	Acct #P-307-111-9950 456M	\$26.16
<i>CENTURYLINK - Total For Human Resources</i>			<i>\$26.16</i>
CENTURYLINK	Ice Arena - Operations	Acct #P-307-111-9950 456M	\$20.86
<i>CENTURYLINK - Total For Ice Arena - Operations</i>			<i>\$20.86</i>
CENTURYLINK	Information Services	Acct #P-307-111-9950 456M	\$83.60
<i>CENTURYLINK - Total For Information Services</i>			<i>\$83.60</i>
CENTURYLINK	Metro Animal Shelter	Acct #P-307-234-8116 403M	\$155.64
CENTURYLINK	Metro Animal Shelter	Acct #P-307-111-9950 456M	\$15.73
<i>CENTURYLINK - Total For Metro Animal Shelter</i>			<i>\$171.37</i>
CENTURYLINK	Municipal Court	Acct #P-307-111-9950 456M	\$57.44
<i>CENTURYLINK - Total For Municipal Court</i>			<i>\$57.44</i>
CENTURYLINK	Parks - Parks Maint.	Acct #P-307-111-9950 456M	\$57.44
<i>CENTURYLINK - Total For Parks - Parks Maint.</i>			<i>\$57.44</i>
CENTURYLINK	Planning	Acct #P-307-111-9950 456M	\$52.15
<i>CENTURYLINK - Total For Planning</i>			<i>\$52.15</i>
CENTURYLINK	Police Administration	Acct #P-307-111-9950 456M	\$323.64

<i>CENTURYLINK - Total For Police Administration</i>			\$323.64
CENTURYLINK	Public Safety Communication	Acct #P-307-111-9950 456M	\$10.43
<i>CENTURYLINK - Total For Public Safety Communications</i>			\$10.43
CENTURYLINK	Rec Center - Operations	Acct #P-307-111-9950 456M	\$41.72
<i>CENTURYLINK - Total For Rec Center - Operations</i>			\$41.72
CENTURYLINK	Regional Water Operations	Acct #P-307-111-9950 456M	\$20.86
<i>CENTURYLINK - Total For Regional Water Operations</i>			\$20.86
CENTURYLINK	Risk Management	Acct #P-307-111-9950 456M	\$15.67
<i>CENTURYLINK - Total For Risk Management</i>			\$15.67
CENTURYLINK	Sewer Wastewater Collection	Acct #307-234-6303 407B	\$61.79
CENTURYLINK	Sewer Wastewater Collection	Acct #P-307-111-9950 456M	\$10.43
<i>CENTURYLINK - Total For Sewer Wastewater Collection</i>			\$72.22
CENTURYLINK	Streets	Acct #P-307-111-9950 456M	\$36.59
CENTURYLINK	Streets	Acct #P-307-111-5105 138M	(\$34.96)
<i>CENTURYLINK - Total For Streets</i>			\$1.63
CENTURYLINK	Water Administration	Acct #P-307-111-9950 456M	\$20.86
<i>CENTURYLINK - Total For Water Administration</i>			\$20.86
CENTURYLINK	Water Distribution	Acct #P-307-111-9950 456M	\$15.73
<i>CENTURYLINK - Total For Water Distribution</i>			\$15.73
CENTURYLINK	Water Meters	Acct #P-307-111-9950 456M	\$31.12
<i>CENTURYLINK - Total For Water Meters</i>			\$31.12
CENTURYLINK	WWTP Operations	Acct #P-307-111-9950 456M	\$31.29
CENTURYLINK	WWTP Operations	Acct #P-307-111-5113 619M	\$100.86
<i>CENTURYLINK - Total For WWTP Operations</i>			\$132.15
CENTURYLINK	WWTP Regional Interceptors	Acct #307-472-1129 839B	\$40.34
CENTURYLINK	WWTP Regional Interceptors	Acct #P-307-234-3201 148M	\$1,791.80
<i>CENTURYLINK - Total For WWTP Regional Interceptors</i>			\$1,832.14
CENTURYLINK - ALL DEPARTMENTS			\$5,261.62

CHAPMAN VALDEZ & LAN

CHAPMAN VALDEZ & LAN	City Manager	Court Appointed Attorney - Municipal Court	\$2,014.94
<i>CHAPMAN VALDEZ & LAN - Total For City Manager</i>			\$2,014.94
CHAPMAN VALDEZ & LAN - ALL DEPARTMENTS			\$2,014.94

CHARTER COMMUNICATIO

CHARTER COMMUNICATIO	Golf - Operations	Cable for Golf Shop	\$204.34
<i>CHARTER COMMUNICATIO - Total For Golf - Operations</i>			<i>\$204.34</i>
CHARTER COMMUNICATIO - ALL DEPARTMENTS			\$204.34

CHEM AQUA

CHEM AQUA	Ice Arena - Operations	Chem Aqua - Water Treatment - November 2	\$489.83
<i>CHEM AQUA - Total For Ice Arena - Operations</i>			<i>\$489.83</i>
CHEM AQUA - ALL DEPARTMENTS			\$489.83

CHEYENNE LITTLE AMER

CHEYENNE LITTLE AMER	Police Career Services	LODGING, HOTELS, MOTELS, RESORTS	\$542.40
CHEYENNE LITTLE AMER	Police Career Services	SERVICE STATIONS	\$64.22
CHEYENNE LITTLE AMER	Police Career Services	LODGING, HOTELS, MOTELS, RESORTS	\$542.40
CHEYENNE LITTLE AMER	Police Career Services	LODGING, HOTELS, MOTELS, RESORTS	\$542.40
CHEYENNE LITTLE AMER	Police Career Services	LODGING, HOTELS, MOTELS, RESORTS	\$542.40
<i>CHEYENNE LITTLE AMER - Total For Police Career Services</i>			<i>\$2,233.82</i>
CHEYENNE LITTLE AMER - ALL DEPARTMENTS			\$2,233.82

CHUG CHUG GAS AND GO

CHUG CHUG GAS AND GO	Police Career Services	AUTOMATED FUEL DISPENSERS	\$64.82
<i>CHUG CHUG GAS AND GO - Total For Police Career Services</i>			<i>\$64.82</i>
CHUG CHUG GAS AND GO - ALL DEPARTMENTS			\$64.82

CIRCLE K # 44095

CIRCLE K # 44095	Sewer Wastewater Collection fuel for 660317 return from denver (pre-pay)	\$500.00
CIRCLE K # 44095	Sewer Wastewater Collection pre-pay fuel returned	(\$200.00)
<i>CIRCLE K # 44095 - Total For Sewer Wastewater Collection</i>		<i>\$300.00</i>
CIRCLE K # 44095 - ALL DEPARTMENTS		\$300.00

CIRCLE K 03361

CIRCLE K 03361	Police Career Services	AUTOMATED FUEL DISPENSERS	\$57.53
<i>CIRCLE K 03361 - Total For Police Career Services</i>			<i>\$57.53</i>
CIRCLE K 03361 - ALL DEPARTMENTS			\$57.53

CITIZEN PAYMENT

CITIZEN PAYMENT	Water Revenue and Transfers	Physical water tap fee refund	\$312.00
<i>CITIZEN PAYMENT - Total For Water Revenue and Transfers</i>			<i>\$312.00</i>
CITIZEN PAYMENT - ALL DEPARTMENTS			\$312.00

CITY OF CASPER

CITY OF CASPER	Fire-EMS Training	Evidence technician class	\$300.00
<i>CITY OF CASPER - Total For Fire-EMS Training</i>			<i>\$300.00</i>
CITY OF CASPER	Hogadon - Operations	Public garbage	\$20.00
<i>CITY OF CASPER - Total For Hogadon - Operations</i>			<i>\$20.00</i>
CITY OF CASPER	Metropolitan Planning Org	GIS services	\$6,713.08
<i>CITY OF CASPER - Total For Metropolitan Planning Org</i>			<i>\$6,713.08</i>
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, recycle cardboard	\$8,402.96
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, recycled cardboar	\$7,576.74
CITY OF CASPER	Refuse - Residential	Garbage baler, sweeping, newspaper/cardbo	\$8,071.40
CITY OF CASPER	Refuse - Residential	Garbage baler, recycle newspaper / cardboar	\$8,251.20
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, newspaper/cardb	\$7,887.24
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, sweeping, cardbo	\$11,916.74
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, cardboard/newsp	\$7,564.34
CITY OF CASPER	Refuse - Residential	Garbage baler, recycle cardboard	\$7,350.48
CITY OF CASPER	Refuse - Residential	Garbage baler, recycle cardboard	\$477.90
CITY OF CASPER	Refuse - Residential	Garbage baler, recycle newspaper & cardboa	\$8,790.68
CITY OF CASPER	Refuse - Residential	Garbage baler, recycle newspaper/cardboard	\$7,765.76
CITY OF CASPER	Refuse - Residential	Garbage baler, recycle cardboard	\$6,808.32
CITY OF CASPER	Refuse - Residential	Garbage baler, recycle cardboard	\$597.24
CITY OF CASPER	Refuse - Residential	Garbage baler, recycle newspaper / cardboar	\$7,825.70
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, newspaper/cardb	\$7,823.29
CITY OF CASPER	Refuse - Residential	Garbage baler, recycle cardboard	\$500.04
CITY OF CASPER	Refuse - Residential	Street sweeping monthly fee	\$2,266.00
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, newspaper/cardb	\$8,487.20

<i>CITY OF CASPER - Total For Refuse - Residential</i>			<i>\$118,363.23</i>
CITY OF CASPER	Regional Water Operations	Acct #519101 - Sewer / Refuse Charges	\$28.63
CITY OF CASPER	Regional Water Operations	Acct #519101 - Sewer / Refuse Charges	\$84.00
<i>CITY OF CASPER - Total For Regional Water Operations</i>			<i>\$112.63</i>
CITY OF CASPER	Sewer Administration	201 Sewer RWWS	\$424,121.16
<i>CITY OF CASPER - Total For Sewer Administration</i>			<i>\$424,121.16</i>
CITY OF CASPER	WWTP Operations	Sump sludge / honey wagon	\$157.14
CITY OF CASPER	WWTP Operations	Sump sludge / honey wagon	\$178.74
CITY OF CASPER	WWTP Operations	Sump sludge / honey wagon	\$98.01
CITY OF CASPER	WWTP Operations	Sump sludge / honey wagon	\$169.56
CITY OF CASPER	WWTP Operations	Sump sludge / honey wagon	\$135.00
CITY OF CASPER	WWTP Operations	Sump Sludge/Honey Wagon	\$125.28
CITY OF CASPER	WWTP Operations	Sump sludge / honey wagon	\$122.58
<i>CITY OF CASPER - Total For WWTP Operations</i>			<i>\$986.31</i>
CITY OF CASPER - ALL DEPARTMENTS			\$550,616.41

CIVICPLUS LLC

CIVICPLUS LLC	Balefill - Baler Processing	Copies of City Code Supplement No. 83	\$27.60
<i>CIVICPLUS LLC - Total For Balefill - Baler Processing</i>			<i>\$27.60</i>
CIVICPLUS LLC	City Attorney	Copies of City Code Supplement No. 83	\$138.00
<i>CIVICPLUS LLC - Total For City Attorney</i>			<i>\$138.00</i>
CIVICPLUS LLC	City Manager	Copies of City Code Supplement No. 83	\$27.60
<i>CIVICPLUS LLC - Total For City Manager</i>			<i>\$27.60</i>
CIVICPLUS LLC - ALL DEPARTMENTS			\$193.20

CIVIL ENGINEERING PR

CIVIL ENGINEERING PR	Metropolitan Planning Org	Garden Creek Trail Loop Connec	\$3,434.25
<i>CIVIL ENGINEERING PR - Total For Metropolitan Planning Org</i>			<i>\$3,434.25</i>
CIVIL ENGINEERING PR - ALL DEPARTMENTS			\$3,434.25

CLARION SUBSCRIPTION

CLARION SUBSCRIPTION	Fire-EMS Training	Fire Engineering - Journal Subscription	\$24.95
<i>CLARION SUBSCRIPTION - Total For Fire-EMS Training</i>			<i>\$24.95</i>

CLARION SUBSCRIPTION - ALL DEPARTMENTS

\$24.95

CMI TECO, INC.

CMI TECO, INC.	Refuse - Commercial	Hydraulic cylinder	\$560.84
CMI TECO, INC.	Refuse - Commercial	Equipment repair	\$277.77
CMI TECO, INC.	Refuse - Commercial	Equipment repair	\$5,066.83
CMI TECO, INC.	Refuse - Commercial	Bushing set	\$407.72
<i>CMI TECO, INC. - Total For Refuse - Commercial</i>			\$6,313.16
CMI TECO, INC.	Refuse - Recycling	Equipment repair	\$1,552.27
CMI TECO, INC.	Refuse - Recycling	Equipment repair	\$23,912.69
<i>CMI TECO, INC. - Total For Refuse - Recycling</i>			\$25,464.96
CMI TECO, INC.	Refuse - Residential	Mirror	\$22.23
CMI TECO, INC.	Refuse - Residential	Equipment repair	\$4,130.37
CMI TECO, INC.	Refuse - Residential	Equipment repair	\$1,973.64
CMI TECO, INC.	Refuse - Residential	Equipment repair	\$1,768.08
CMI TECO, INC.	Refuse - Residential	Equipment repair	\$3,119.50
CMI TECO, INC.	Refuse - Residential	Equipment repair	\$321.00
CMI TECO, INC.	Refuse - Residential	Equipment repair	\$2,654.82
CMI TECO, INC.	Refuse - Residential	Equipment repair	\$16,792.80
CMI TECO, INC.	Refuse - Residential	Equipment repair	\$1,116.12
CMI TECO, INC.	Refuse - Residential	Hydraulic line	\$491.12
CMI TECO, INC.	Refuse - Residential	O-rings & V-clamps	\$211.68
CMI TECO, INC.	Refuse - Residential	Equipment repair	\$7,745.83
CMI TECO, INC.	Refuse - Residential	Seat	\$94.98
CMI TECO, INC.	Refuse - Residential	Hinges	\$524.40
CMI TECO, INC.	Refuse - Residential	Equipment repair	\$4,789.19
CMI TECO, INC.	Refuse - Residential	Equipment repair	\$4,124.87
CMI TECO, INC.	Refuse - Residential	Mirrors	\$229.32
CMI TECO, INC.	Refuse - Residential	Equipment repair	\$7,007.06

CMI TECO, INC. - Total For Refuse - Residential

\$57,117.01

CMI TECO, INC. - ALL DEPARTMENTS

\$88,895.13

COASTAL CHEMICAL CO

COASTAL CHEMICAL CO	Regional Water Operations	Fuel	\$151.05
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<i>COASTAL CHEMICAL CO - Total For Regional Water Operations</i>			<i>\$151.05</i>
COASTAL CHEMICAL CO - ALL DEPARTMENTS			\$151.05

COCA COLA BOTTLING C

COCA COLA BOTTLING C	Metro Animal Shelter	MISCELLANEOUS GENERAL MERCHANDISE S	\$45.50
<i>COCA COLA BOTTLING C - Total For Metro Animal Shelter</i>			<i>\$45.50</i>
COCA COLA BOTTLING C	Refuse - Residential	Water delivery	\$24.75
<i>COCA COLA BOTTLING C - Total For Refuse - Residential</i>			<i>\$24.75</i>
COCA COLA BOTTLING C - ALL DEPARTMENTS			\$70.25

COLLECTION CENTER IN

COLLECTION CENTER IN	Refuse - Residential	Collection services	\$22.46
<i>COLLECTION CENTER IN - Total For Refuse - Residential</i>			<i>\$22.46</i>
COLLECTION CENTER IN	Sewer Administration	Collection services	\$17.08
<i>COLLECTION CENTER IN - Total For Sewer Administration</i>			<i>\$17.08</i>
COLLECTION CENTER IN	Water Administration	Collection services	\$50.32
<i>COLLECTION CENTER IN - Total For Water Administration</i>			<i>\$50.32</i>
COLLECTION CENTER IN - ALL DEPARTMENTS			\$89.86

COMMUNICATION TECHNO

COMMUNICATION TECHNO	Balefill - Disposal & Landfill	Replaced / installed converter & inverter	\$283.00
<i>COMMUNICATION TECHNO - Total For Balefill - Disposal & Landfill</i>			<i>\$283.00</i>
COMMUNICATION TECHNO	Balefill - Diversion & Special	Battery pack	\$732.00
<i>COMMUNICATION TECHNO - Total For Balefill - Diversion & Special</i>			<i>\$732.00</i>
COMMUNICATION TECHNO	Capital Projects Fund	Equipment for 6 marked SUVs	\$5,982.00
COMMUNICATION TECHNO	Capital Projects Fund	Equipment for 2 unmarked F150s	\$5,200.50
<i>COMMUNICATION TECHNO - Total For Capital Projects Fund</i>			<i>\$11,182.50</i>
COMMUNICATION TECHNO	Fire-EMS Administration	Replaced and installed broken amplifier	\$914.96
<i>COMMUNICATION TECHNO - Total For Fire-EMS Administration</i>			<i>\$914.96</i>
COMMUNICATION TECHNO	Police Administration	Replacement of camera cable	\$103.00
COMMUNICATION TECHNO	Police Administration	Stop stick installation	\$51.50
COMMUNICATION TECHNO	Police Administration	Reinstall / Repair Computer Mount	\$51.50
<i>COMMUNICATION TECHNO - Total For Police Administration</i>			<i>\$206.00</i>

COMMUNICATION TECHNO	Refuse - Residential	Speaker module assembly, amber quick/stud	\$1,767.75
<i>COMMUNICATION TECHNO - Total For Refuse - Residential</i>			<i>\$1,767.75</i>
COMMUNICATION TECHNO	Traffic Control	Janel Tower radio repair invoice	\$127.50
<i>COMMUNICATION TECHNO - Total For Traffic Control</i>			<i>\$127.50</i>
COMMUNICATION TECHNO - ALL DEPARTMENTS			\$15,213.71

COMPRESSION LEASING

COMPRESSION LEASING	Fire-EMS Operations	Repair on a compressor at St. 1	\$165.00
<i>COMPRESSION LEASING - Total For Fire-EMS Operations</i>			<i>\$165.00</i>
COMPRESSION LEASING	Fleet Maintenance Fund	Labor	\$385.00
<i>COMPRESSION LEASING - Total For Fleet Maintenance Fund</i>			<i>\$385.00</i>
COMPRESSION LEASING - ALL DEPARTMENTS			\$550.00

COMTRONIX, INC.

COMTRONIX, INC.	Balefill - Disposal & Landfill	Alarm service - labor, material, trip charge	\$1,218.24
<i>COMTRONIX, INC. - Total For Balefill - Disposal & Landfill</i>			<i>\$1,218.24</i>
COMTRONIX, INC.	Capital Projects Fund	Prox cards	\$84.00
<i>COMTRONIX, INC. - Total For Capital Projects Fund</i>			<i>\$84.00</i>
COMTRONIX, INC. - ALL DEPARTMENTS			\$1,302.24

CONOCO - SEI

CONOCO - SEI	WWTP Pretreatment	Fuel	\$29.05
<i>CONOCO - SEI - Total For WWTP Pretreatment</i>			<i>\$29.05</i>
CONOCO - SEI - ALL DEPARTMENTS			\$29.05

CONVERGEONE

CONVERGEONE	Cemetery	MDM Licenses for two new ipads	\$154.14
<i>CONVERGEONE - Total For Cemetery</i>			<i>\$154.14</i>
CONVERGEONE	Information Services	Duo MFA Licenses	\$3,780.00
<i>CONVERGEONE - Total For Information Services</i>			<i>\$3,780.00</i>
CONVERGEONE - ALL DEPARTMENTS			\$3,934.14

Core & Main

Core & Main	Water Meters	Water meters	\$4,339.11
<i>Core & Main - Total For Water Meters</i>			<i>\$4,339.11</i>
Core & Main - ALL DEPARTMENTS			\$4,339.11

CORNWELL BLACKETT EN

CORNWELL BLACKETT EN	Fleet Maintenance Fund	TOOL, CAP ASY/ MSM100K	\$44.95
<i>CORNWELL BLACKETT EN - Total For Fleet Maintenance Fund</i>			<i>\$44.95</i>
CORNWELL BLACKETT EN - ALL DEPARTMENTS			\$44.95

COWBOY SUPPLY HOUSE

COWBOY SUPPLY HOUSE	Rec Center - Operations	CRC Cleaning Supplies	\$159.88
COWBOY SUPPLY HOUSE	Rec Center - Operations	Cleaning Supplies CRC	\$113.73
COWBOY SUPPLY HOUSE	Rec Center - Operations	Cleaning supplies CRC	\$506.43
<i>COWBOY SUPPLY HOUSE - Total For Rec Center - Operations</i>			<i>\$780.04</i>
COWBOY SUPPLY HOUSE - ALL DEPARTMENTS			\$780.04

COWBOY VILLAGE

COWBOY VILLAGE	Police Career Services	LODGING, HOTELS, MOTELS, RESORTS	\$537.88
COWBOY VILLAGE	Police Career Services	LODGING, HOTELS, MOTELS, RESORTS	\$559.35
COWBOY VILLAGE	Police Career Services	LODGING, HOTELS, MOTELS, RESORTS	\$57.12
<i>COWBOY VILLAGE - Total For Police Career Services</i>			<i>\$1,154.35</i>
COWBOY VILLAGE - ALL DEPARTMENTS			\$1,154.35

CPS DISTRIBUTORS

CPS DISTRIBUTORS	Balefill - Disposal & Landfill	IRRIGATION SUPPLIES FOR LANDSCAPING PR	\$288.40
<i>CPS DISTRIBUTORS - Total For Balefill - Disposal & Landfill</i>			<i>\$288.40</i>
CPS DISTRIBUTORS	Parks - Athletic Maint.	Irrigation Heads for Athletics	\$770.78
<i>CPS DISTRIBUTORS - Total For Parks - Athletic Maint.</i>			<i>\$770.78</i>
CPS DISTRIBUTORS	Parks - Parks Maint.	Locate paint	\$38.08
<i>CPS DISTRIBUTORS - Total For Parks - Parks Maint.</i>			<i>\$38.08</i>
CPS DISTRIBUTORS	Water Distribution	Sprinkler repair parts	\$16.25

<i>CPS DISTRIBUTORS - Total For Water Distribution</i>			\$16.25
CPS DISTRIBUTORS	WWTP Operations	PLASTIC NOZZLES	\$8.00
<i>CPS DISTRIBUTORS - Total For WWTP Operations</i>			\$8.00
CPS DISTRIBUTORS - ALL DEPARTMENTS			\$1,121.51

CPU IIT

CPU IIT	Cemetery	Technology Items (computers, software, and	\$1,298.00
<i>CPU IIT - Total For Cemetery</i>			<i>\$1,298.00</i>
CPU IIT	City Manager	Computer, software, monitors, docking stati	\$1,684.00
<i>CPU IIT - Total For City Manager</i>			<i>\$1,684.00</i>
CPU IIT	Public Safety Communication	Maintenance kit & server/network engineer I	\$461.43
<i>CPU IIT - Total For Public Safety Communications</i>			<i>\$461.43</i>
CPU IIT - ALL DEPARTMENTS			\$3,443.43

CRESCENT ELECTRIC SU

CRESCENT ELECTRIC SU	Buildings & Structures Fund	Replacement lights for Metro Shelter - Cresc	\$309.45
<i>CRESCENT ELECTRIC SU - Total For Buildings & Structures Fund</i>			<i>\$309.45</i>
CRESCENT ELECTRIC SU - ALL DEPARTMENTS			\$309.45

CRIME SCENE INFORMAT

CRIME SCENE INFORMAT	Police Investigations	Basic Program / Web Tips - June 2022	\$122.00
<i>CRIME SCENE INFORMAT - Total For Police Investigations</i>			<i>\$122.00</i>
CRIME SCENE INFORMAT - ALL DEPARTMENTS			\$122.00

CROWN CONSTRUCTION L

CROWN CONSTRUCTION L	Balefill - Diversion & Special	Road reconstruction in Compost Yard	\$9,000.00
<i>CROWN CONSTRUCTION L - Total For Balefill - Diversion & Special</i>			<i>\$9,000.00</i>
CROWN CONSTRUCTION L - ALL DEPARTMENTS			\$9,000.00

CRUM ELECTRIC SUPPLY

CRUM ELECTRIC SUPPLY	Buildings & Structures Fund	HVAC Repair supplies for Fire 1 - Crum	\$9.40
<i>CRUM ELECTRIC SUPPLY - Total For Buildings & Structures Fund</i>			<i>\$9.40</i>

CRUM ELECTRIC SUPPLY	WWTP Operations	WIRE CONNECTORS, DRILL BITS	\$296.65
<i>CRUM ELECTRIC SUPPLY - Total For WWTP Operations</i>			<i>\$296.65</i>
CRUM ELECTRIC SUPPLY - ALL DEPARTMENTS			\$306.05

DAISY MANUFACTURING

DAISY MANUFACTURING	Metro Animal Control	MISCELLANEOUS AND RETAIL STORES	\$2,343.00
<i>DAISY MANUFACTURING - Total For Metro Animal Control</i>			<i>\$2,343.00</i>
DAISY MANUFACTURING - ALL DEPARTMENTS			\$2,343.00

DANA KEPNER COMPANY

DANA KEPNER COMPANY	Regional Water Operations	2.6 Tank Flange Gasket - Granular Chlorine	\$566.23
<i>DANA KEPNER COMPANY - Total For Regional Water Operations</i>			<i>\$566.23</i>
DANA KEPNER COMPANY - ALL DEPARTMENTS			\$566.23

DATAMARS

DATAMARS	Metro Animal Shelter	INDUSTRIAL SUPPLIES NOT ESLEWHERE CLAS	\$1,450.00
<i>DATAMARS - Total For Metro Animal Shelter</i>			<i>\$1,450.00</i>
DATAMARS - ALL DEPARTMENTS			\$1,450.00

DAVE LODEN CONSTRUCT

DAVE LODEN CONSTRUCT	Capital Projects Fund	Life Steps Roof Replacement	\$89,024.50
<i>DAVE LODEN CONSTRUCT - Total For Capital Projects Fund</i>			<i>\$89,024.50</i>
DAVE LODEN CONSTRUCT - ALL DEPARTMENTS			\$89,024.50

DAYS INN HOT SPRING

DAYS INN HOT SPRING	Code Enforcement	DAYS INNS	\$188.00
<i>DAYS INN HOT SPRING - Total For Code Enforcement</i>			<i>\$188.00</i>
DAYS INN HOT SPRING - ALL DEPARTMENTS			\$188.00

DAYS INNS/DAYSTOP

DAYS INNS/DAYSTOP	Police State Grants	DAYS INNS	\$120.00
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DAYS INNS/DAYSTOP - Total For Police State Grants \$120.00

DAYS INNS/DAYSTOP - ALL DEPARTMENTS \$120.00

DBC IRRIGATION SUPPL

DBC IRRIGATION SUPPL Capital Projects Fund RP repair parts for 6" RP at Soccer Field \$1,635.02

DBC IRRIGATION SUPPL - Total For Capital Projects Fund \$1,635.02

DBC IRRIGATION SUPPL Fire-EMS Operations Station 6 sprinkler parts to fix broken sprinkl \$19.59

DBC IRRIGATION SUPPL - Total For Fire-EMS Operations \$19.59

DBC IRRIGATION SUPPL Parks - Athletic Maint. Irrigation parts for installing QC system at NC \$539.66

DBC IRRIGATION SUPPL Parks - Athletic Maint. QC upgrade on NC 5 \$427.26

DBC IRRIGATION SUPPL - Total For Parks - Athletic Maint. \$966.92

DBC IRRIGATION SUPPL Parks - Parks Maint. RP repair parts for parks \$664.50

DBC IRRIGATION SUPPL Parks - Parks Maint. Repair for Highland 3 water supply from Cem \$136.38

DBC IRRIGATION SUPPL Parks - Parks Maint. Repair parts for RP at Veterans \$221.12

DBC IRRIGATION SUPPL Parks - Parks Maint. Repair parts for beech street, and 2nd street \$167.95

DBC IRRIGATION SUPPL Parks - Parks Maint. Repair for Highland 3 water supply from Cem \$82.32

DBC IRRIGATION SUPPL Parks - Parks Maint. Repair for Highland 3 water supply from Cem \$17.77

DBC IRRIGATION SUPPL - Total For Parks - Parks Maint. \$1,290.04

DBC IRRIGATION SUPPL - ALL DEPARTMENTS \$3,911.57

DDD EXTERIORS

DDD EXTERIORS Balefill \$427.90

DDD EXTERIORS Balefill \$19.98

DDD EXTERIORS - Total For Balefill \$447.88

DDD EXTERIORS - ALL DEPARTMENTS \$447.88

DECKER AUTO GLASS, I

DECKER AUTO GLASS, I Balefill - Baler Processing Auto glass repair \$85.00

DECKER AUTO GLASS, I - Total For Balefill - Baler Processing \$85.00

DECKER AUTO GLASS, I Fleet Maintenance Fund Auto glass repair \$115.00

DECKER AUTO GLASS, I Fleet Maintenance Fund Auto glass repair \$115.00

DECKER AUTO GLASS, I Fleet Maintenance Fund Auto glass repair \$172.98

DECKER AUTO GLASS, I Fleet Maintenance Fund Auto glass repair \$434.50

DECKER AUTO GLASS, I - Total For Fleet Maintenance Fund \$837.48

DECKER AUTO GLASS, I - ALL DEPARTMENTS \$922.48

DELL MARKETING LP

DELL MARKETING LP Information Services Office 365 Renewal \$53,000.00

DELL MARKETING LP - Total For Information Services \$53,000.00

DELL MARKETING LP Police Administration Office 365 Renewal \$16,747.65

DELL MARKETING LP - Total For Police Administration \$16,747.65

DELL MARKETING LP - ALL DEPARTMENTS \$69,747.65

DELTA 0062314980

DELTA 0062314980 Balefill - Disposal & Landfill TRAVEL AND TRAINING \$988.20

DELTA 0062314980 Balefill - Disposal & Landfill TRAVEL AND TRAINING \$988.20

DELTA 0062314980 - Total For Balefill - Disposal & Landfill \$1,976.40

DELTA 0062314980 - ALL DEPARTMENTS \$1,976.40

DENALI WATER SOLUTIO

DENALI WATER SOLUTIO WWTP Operations WWTP Digester #2 Cleaning \$75,620.00

DENALI WATER SOLUTIO - Total For WWTP Operations \$75,620.00

DENALI WATER SOLUTIO - ALL DEPARTMENTS \$75,620.00

DENNIS SUPPLY CO.

DENNIS SUPPLY CO. Buildings & Structures Fund HVAC Supplies for Fire 1 - Dennis Supply \$97.33

DENNIS SUPPLY CO. Buildings & Structures Fund Plumbing supplies for Transit Office - Dennis \$62.27

DENNIS SUPPLY CO. Buildings & Structures Fund Replacement AC Unit for Fire 1 - Dennis Supp \$1,649.29

DENNIS SUPPLY CO. Buildings & Structures Fund HVAC PM Supplies for Ft. Caspar - Dennis Su \$41.66

DENNIS SUPPLY CO. Buildings & Structures Fund HVAC PM Supplies for Aquatics Center - Den \$159.72

DENNIS SUPPLY CO. Buildings & Structures Fund HVAC Supplies for Rec Center - Dennis Suppl \$195.61

DENNIS SUPPLY CO. - Total For Buildings & Structures Fund \$2,205.88

DENNIS SUPPLY CO. Capital Projects Fund Freezer repair supplies for Senior Center - De \$100.91

DENNIS SUPPLY CO. Capital Projects Fund Freezer repair supplies for Senior Center - De \$22.84

DENNIS SUPPLY CO. Capital Projects Fund Freezer repair supplies for Senior Center - De \$78.67

DENNIS SUPPLY CO. - Total For Capital Projects Fund \$202.42

DENNIS SUPPLY CO. - ALL DEPARTMENTS \$2,408.30

DEPT. OF FAMILY SVCS

DEPT. OF FAMILY SVCS Ice Arena - Operations State of Wyoming - Retail Food License \$100.00

DEPT. OF FAMILY SVCS - Total For Ice Arena - Operations \$100.00

DEPT. OF FAMILY SVCS Information Services Wyoming Low Voltage Renewal \$50.00

DEPT. OF FAMILY SVCS - Total For Information Services \$50.00

DEPT. OF FAMILY SVCS - ALL DEPARTMENTS \$150.00

DFC COMPANY CCP

DFC COMPANY CCP Traffic Control Stop sign faces, sign blanks and black band \$1,128.35

DFC COMPANY CCP - Total For Traffic Control \$1,128.35

DFC COMPANY CCP - ALL DEPARTMENTS \$1,128.35

DIEBOLD INC.

DIEBOLD INC. Balefill - Disposal & Landfill Service contract #USC20775 - 02/01/22-01/3 \$682.34

DIEBOLD INC. - Total For Balefill - Disposal & Landfill \$682.34

DIEBOLD INC. - ALL DEPARTMENTS \$682.34

DOLLAR TREE

DOLLAR TREE Police Administration VARIETY STORES \$31.50

DOLLAR TREE - Total For Police Administration \$31.50

DOLLAR TREE - ALL DEPARTMENTS \$31.50

DOMINO'S 6042

DOMINO'S 6042 Balefill - Disposal & Landfill EMPLOYEE RETIREMENT \$31.49

DOMINO'S 6042 Balefill - Disposal & Landfill RETIREMENT CELEBRATION \$19.93

DOMINO'S 6042 - Total For Balefill - Disposal & Landfill \$51.42

DOMINO'S 6042 Police Grants Fund FAST FOOD RESTAURANTS \$123.78

DOMINO'S 6042 - Total For Police Grants Fund \$123.78

DOMINO'S 6042 - ALL DEPARTMENTS \$175.20

DOOLEY OIL, INC.

DOOLEY OIL, INC.	Golf - Operations	Gas and Diesel	\$3,292.44
<i>DOOLEY OIL, INC. - Total For Golf - Operations</i>			<i>\$3,292.44</i>
DOOLEY OIL, INC. - ALL DEPARTMENTS			\$3,292.44

DOUBLETREE HOTELS

DOUBLETREE HOTELS	Police Career Services	DOUBLETREE	\$300.12
<i>DOUBLETREE HOTELS - Total For Police Career Services</i>			<i>\$300.12</i>
DOUBLETREE HOTELS - ALL DEPARTMENTS			\$300.12

DOUGLAS TOYS

DOUGLAS TOYS	General Fund Revenue	Items for resale in museum store	\$271.04
<i>DOUGLAS TOYS - Total For General Fund Revenue</i>			<i>\$271.04</i>
DOUGLAS TOYS - ALL DEPARTMENTS			\$271.04

DPC INDUSTRIES, INC.

DPC INDUSTRIES, INC.	Regional Water Operations	Bulk Chemicals - Sodium Hypochlorite	\$10,477.17
<i>DPC INDUSTRIES, INC. - Total For Regional Water Operations</i>			<i>\$10,477.17</i>
DPC INDUSTRIES, INC. - ALL DEPARTMENTS			\$10,477.17

DXP ENTERPRISES, INC

DXP ENTERPRISES, INC	Water Tanks	MTN RD BOOSTER PUMP SEALS	\$1,662.94
DXP ENTERPRISES, INC	Water Tanks	Bearings for Mtn Rd booster	\$283.64
<i>DXP ENTERPRISES, INC - Total For Water Tanks</i>			<i>\$1,946.58</i>
DXP ENTERPRISES, INC - ALL DEPARTMENTS			\$1,946.58

EAGLEMATFLO

EAGLEMATFLO	Fire-EMS Operations	Bedside rugs for St. 1 flooring project	\$1,489.20
EAGLEMATFLO	Fire-EMS Operations	Entry Mats for St. 1 flooring project	\$1,589.90
<i>EAGLEMATFLO - Total For Fire-EMS Operations</i>			<i>\$3,079.10</i>

EAGLEMATFLO - ALL DEPARTMENTS

\$3,079.10

EAK INC

EAK INC	City Council	Photograph	\$30.00
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<i>EAK INC - Total For City Council</i>			\$30.00
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EAK INC - ALL DEPARTMENTS

\$30.00

EB WYOMING SOLID WAS

EB WYOMING SOLID WAS	Balefill - Disposal & Landfill	TRAINING	\$350.00
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<i>EB WYOMING SOLID WAS - Total For Balefill - Disposal & Landfill</i>			\$350.00
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EB WYOMING SOLID WAS - ALL DEPARTMENTS

\$350.00

eBay O 07-08609-2349

eBay O 07-08609-2349	Regional Water Operations	Water Pump Mechanical Seal	\$43.96
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<i>eBay O 07-08609-2349 - Total For Regional Water Operations</i>			\$43.96
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eBay O 07-08609-2349 - ALL DEPARTMENTS

\$43.96

ECMS

ECMS	Fire-EMS Operations	SCBA Repair	\$871.17
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ECMS	Fire-EMS Operations	Repair on SCBAs	\$792.37
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<i>ECMS - Total For Fire-EMS Operations</i>			\$1,663.54
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ECMS - ALL DEPARTMENTS

\$1,663.54

EDGE ENGINEERING GRO

EDGE ENGINEERING GRO	Balefill - Disposal & Landfill	Air compressor repair	\$155.27
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EDGE ENGINEERING GRO	Balefill - Disposal & Landfill	Air compressor repair	\$75.00
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<i>EDGE ENGINEERING GRO - Total For Balefill - Disposal & Landfill</i>			\$230.27
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EDGE ENGINEERING GRO - ALL DEPARTMENTS

\$230.27

EMERGENCY MEDICAL PH

EMERGENCY MEDICAL PH	Fire-EMS Administration	Dr. Colgan (Emergency Medical	\$600.00
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EMERGENCY MEDICAL PH - Total For Fire-EMS Administration \$600.00

EMERGENCY MEDICAL PH - ALL DEPARTMENTS \$600.00

EMPCO, INC.

EMPCO, INC. Fire-EMS Training Tailored Exam Development - Fire Captain \$1,710.00

EMPCO, INC. - Total For Fire-EMS Training \$1,710.00

EMPCO, INC. - ALL DEPARTMENTS \$1,710.00

EMPLOYEE REIMBURSEME

EMPLOYEE REIMBURSEME Buildings & Structures Fund Work clothing reimbursement \$52.21

EMPLOYEE REIMBURSEME - Total For Buildings & Structures Fund \$52.21

EMPLOYEE REIMBURSEME Cemetery Work boot reimbursement \$150.00

EMPLOYEE REIMBURSEME Cemetery Work clothing reimbursement \$114.00

EMPLOYEE REIMBURSEME - Total For Cemetery \$264.00

EMPLOYEE REIMBURSEME Human Resources Tuition / book reimbursement \$1,540.80

EMPLOYEE REIMBURSEME Human Resources Tuition / book reimbursement \$783.58

EMPLOYEE REIMBURSEME Human Resources 90% reimbursement for Linux Systms Admin \$440.11

EMPLOYEE REIMBURSEME Human Resources Tuition reimbursement for Database Manag \$90.43

EMPLOYEE REIMBURSEME Human Resources Tuition / book reimbursement \$1,796.99

EMPLOYEE REIMBURSEME - Total For Human Resources \$4,651.91

EMPLOYEE REIMBURSEME Parks - Parks Maint. Work boot reimbursement \$115.49

EMPLOYEE REIMBURSEME Parks - Parks Maint. Work clothing reimbursement \$46.16

EMPLOYEE REIMBURSEME - Total For Parks - Parks Maint. \$161.65

EMPLOYEE REIMBURSEME Police Administration Work clothing reimbursement \$254.06

EMPLOYEE REIMBURSEME Police Administration Reimbursement for Block Party items \$97.00

EMPLOYEE REIMBURSEME - Total For Police Administration \$351.06

EMPLOYEE REIMBURSEME Refuse - Recycling Work boot reimbursement \$150.00

EMPLOYEE REIMBURSEME Refuse - Recycling Work boot reimbursement \$150.00

EMPLOYEE REIMBURSEME - Total For Refuse - Recycling \$300.00

EMPLOYEE REIMBURSEME Water Distribution Work clothing reimbursement \$93.45

EMPLOYEE REIMBURSEME - Total For Water Distribution \$93.45

EMPLOYEE REIMBURSEME WWTP Operations Work boot reimbursement \$128.50

EMPLOYEE REIMBURSEME - Total For WWTP Operations \$128.50

EMPLOYEE REIMBURSEME - ALL DEPARTMENTS

\$6,002.78

ENERGY LABRATORIES I

ENERGY LABRATORIES I	Regional Water Operations	Bacteria, Public Water Supply testing	\$52.00
ENERGY LABRATORIES I	Regional Water Operations	Aerobic endospores testing	\$306.00
ENERGY LABRATORIES I	Regional Water Operations	Carbon, Total Organic testing	\$96.00
ENERGY LABRATORIES I	Regional Water Operations	Solids, total suspended testing	\$52.00
ENERGY LABRATORIES I	Regional Water Operations	Bacteria, SDWA testing	\$52.00
ENERGY LABRATORIES I	Regional Water Operations	Carbon, Total Organic testing	\$67.00

ENERGY LABRATORIES I - Total For Regional Water Operations \$625.00

ENERGY LABRATORIES I	Water Tanks	Bacteria, SDWA testing	\$210.00
ENERGY LABRATORIES I	Water Tanks	Bacteria, Public Water Supply testing	\$512.00
ENERGY LABRATORIES I	Water Tanks	Bacteria, SDWA testing	\$126.00
ENERGY LABRATORIES I	Water Tanks	Bacteria, SDWA testing	\$210.00
ENERGY LABRATORIES I	Water Tanks	Bacteria, Public Water Supply testing	\$544.00

ENERGY LABRATORIES I - Total For Water Tanks \$1,602.00

ENERGY LABRATORIES I - ALL DEPARTMENTS

\$2,227.00

ENTERPRISE RENT-A-CA

ENTERPRISE RENT-A-CA	Balefill - Disposal & Landfill	ENTERPRISE RENT-A-CAR; PAPER RECEIPT IS	\$377.16
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ENTERPRISE RENT-A-CA - Total For Balefill - Disposal & Landfill \$377.16

ENTERPRISE RENT-A-CA - ALL DEPARTMENTS

\$377.16

EXXONMOBIL

EXXONMOBIL	Fire-EMS Operations	Attempt to get fuel but the pump malfunctio	\$0.18
EXXONMOBIL	Fire-EMS Operations	Fuel	\$47.63
EXXONMOBIL	Fire-EMS Operations	Good 2 Go - Fuel	\$79.71
EXXONMOBIL	Fire-EMS Operations	Fuel	\$91.74
EXXONMOBIL	Fire-EMS Operations	Fuel	\$104.30
EXXONMOBIL	Fire-EMS Operations	Fuel	\$125.00
EXXONMOBIL	Fire-EMS Operations	Fuel	\$89.43
EXXONMOBIL	Fire-EMS Operations	Fuel	\$53.57
EXXONMOBIL	Fire-EMS Operations	Fuel	\$34.57

<i>EXXONMOBIL - Total For Fire-EMS Operations</i>			\$626.13
EXXONMOBIL	Police Career Services	AUTOMATED FUEL DISPENSERS	\$21.89
EXXONMOBIL	Police Career Services	AUTOMATED FUEL DISPENSERS	\$30.47
EXXONMOBIL	Police Career Services	AUTOMATED FUEL DISPENSERS	\$33.08
<i>EXXONMOBIL - Total For Police Career Services</i>			\$85.44
EXXONMOBIL - ALL DEPARTMENTS			\$711.57

FACEBK AFG78D3YJ2

FACEBK AFG78D3YJ2	Police Federal Grants	ADVERTISING SERVICES	\$100.00
<i>FACEBK AFG78D3YJ2 - Total For Police Federal Grants</i>			\$100.00
FACEBK AFG78D3YJ2 - ALL DEPARTMENTS			\$100.00

FACEBK FDMYGEKYJ2

FACEBK FDMYGEKYJ2	Police Federal Grants	ADVERTISING SERVICES	\$100.00
<i>FACEBK FDMYGEKYJ2 - Total For Police Federal Grants</i>			\$100.00
FACEBK FDMYGEKYJ2 - ALL DEPARTMENTS			\$100.00

FACEBK YK2ZCEKYJ2

FACEBK YK2ZCEKYJ2	Police Federal Grants	ADVERTISING SERVICES	\$100.00
<i>FACEBK YK2ZCEKYJ2 - Total For Police Federal Grants</i>			\$100.00
FACEBK YK2ZCEKYJ2 - ALL DEPARTMENTS			\$100.00

FACEBK YTBXDETXJ2

FACEBK YTBXDETXJ2	Police Federal Grants	ADVERTISING SERVICES	\$100.00
<i>FACEBK YTBXDETXJ2 - Total For Police Federal Grants</i>			\$100.00
FACEBK YTBXDETXJ2 - ALL DEPARTMENTS			\$100.00

FAST STOP 1131

FAST STOP 1131	Police Investigations	AUTOMATED FUEL DISPENSERS	\$56.87
<i>FAST STOP 1131 - Total For Police Investigations</i>			\$56.87
FAST STOP 1131 - ALL DEPARTMENTS			\$56.87

FEDEX 273298357210

FEDEX 273298357210	Fire-EMS Administration	Shipping Posi Check to Honeywell for calibrat	\$71.10
<i>FEDEX 273298357210 - Total For Fire-EMS Administration</i>			\$71.10
FEDEX 273298357210 - ALL DEPARTMENTS			\$71.10

FEDEX 82854900

FEDEX 82854900	Police Records	COURIER SERVICES-AIR OR GROUND,FREIGH	\$64.73
<i>FEDEX 82854900 - Total For Police Records</i>			\$64.73
FEDEX 82854900 - ALL DEPARTMENTS			\$64.73

FEDEX OFFIC942000094

FEDEX OFFIC942000094	Police Administration	QUICK-COPY AND REPRODUCTION SERVICES	\$76.41
<i>FEDEX OFFIC942000094 - Total For Police Administration</i>			\$76.41
FEDEX OFFIC942000094 - ALL DEPARTMENTS			\$76.41

FERGUSON ENTERPRISES

FERGUSON ENTERPRISES	Regional Water Operations	Screen Wash Replacement Line Parts - Machi	\$626.04
FERGUSON ENTERPRISES	Regional Water Operations	Turbid Meters - Machinery Supplies	\$66.40
FERGUSON ENTERPRISES	Regional Water Operations	Polymer Line PVC Parts - Machinery Supplies	\$74.34
<i>FERGUSON ENTERPRISES - Total For Regional Water Operations</i>			\$766.78
FERGUSON ENTERPRISES	Water Distribution	Bid schedule 3 - curb boxes, rods, receptacle	\$4,342.00
FERGUSON ENTERPRISES	Water Distribution	Return of parts/materials - PO #22300431	(\$5,308.00)
FERGUSON ENTERPRISES	Water Distribution	BID MATERIALS SCHED. 1-2 & 4-7	\$23,589.66
<i>FERGUSON ENTERPRISES - Total For Water Distribution</i>			\$22,623.66
FERGUSON ENTERPRISES	WWTP Operations	DIG 2 PIPE DRAIN VALVE	\$16.52
<i>FERGUSON ENTERPRISES - Total For WWTP Operations</i>			\$16.52
FERGUSON ENTERPRISES	WWTP Regional Interceptors	return of Riverwest ARV fittings-wrong size	(\$50.16)
FERGUSON ENTERPRISES	WWTP Regional Interceptors	Riverwest ARV fittings	\$68.13
FERGUSON ENTERPRISES	WWTP Regional Interceptors	Riverwest ARV valve	\$719.70
FERGUSON ENTERPRISES	WWTP Regional Interceptors	Riverwest ARV fittings	\$50.16
<i>FERGUSON ENTERPRISES - Total For WWTP Regional Interceptors</i>			\$787.83
FERGUSON ENTERPRISES - ALL DEPARTMENTS			\$24,194.79

FIRE MARSHALS ASSOCI

FIRE MARSHALS ASSOCI	Fire-EMS Training	Online class enrollment fee	\$10.00
<i>FIRE MARSHALS ASSOCI - Total For Fire-EMS Training</i>			<i>\$10.00</i>
FIRE MARSHALS ASSOCI - ALL DEPARTMENTS			\$10.00

FIRE PROTECTION PUB

FIRE PROTECTION PUB	Fire-EMS Training	Six Hazardous Material Technician Books	\$510.00
<i>FIRE PROTECTION PUB - Total For Fire-EMS Training</i>			<i>\$510.00</i>
FIRE PROTECTION PUB - ALL DEPARTMENTS			\$510.00

FIREPENNY

FIREPENNY	Metro Animal Shelter	INDUSTRIAL SUPPLIES NOT ESLEWHERE CLAS	\$279.90
<i>FIREPENNY - Total For Metro Animal Shelter</i>			<i>\$279.90</i>
FIREPENNY - ALL DEPARTMENTS			\$279.90

FIRST INTERSTATE BAN

FIRST INTERSTATE BAN	Customer Service	Tamper resistant deposit bags	\$106.41
<i>FIRST INTERSTATE BAN - Total For Customer Service</i>			<i>\$106.41</i>
FIRST INTERSTATE BAN	Health Insurance Fund	Gift cards	\$7,772.00
<i>FIRST INTERSTATE BAN - Total For Health Insurance Fund</i>			<i>\$7,772.00</i>
FIRST INTERSTATE BAN	Human Resources	Gift cards	\$202.00
<i>FIRST INTERSTATE BAN - Total For Human Resources</i>			<i>\$202.00</i>
FIRST INTERSTATE BAN - ALL DEPARTMENTS			\$8,080.41

FIRST VETERINARY SUP

FIRST VETERINARY SUP	Metro Animal Shelter	ALL OTHER DIRECT MARKETERS	\$5.27
FIRST VETERINARY SUP	Metro Animal Shelter	ALL OTHER DIRECT MARKETERS	\$1,259.75
<i>FIRST VETERINARY SUP - Total For Metro Animal Shelter</i>			<i>\$1,265.02</i>
FIRST VETERINARY SUP - ALL DEPARTMENTS			\$1,265.02

FLANIGAN'S FURNITURE

FLANIGAN'S FURNITURE	Fire-EMS Operations	Beds for St. 1	\$1,267.00
<i>FLANIGAN'S FURNITURE - Total For Fire-EMS Operations</i>			<i>\$1,267.00</i>
FLANIGAN'S FURNITURE - ALL DEPARTMENTS			\$1,267.00

FRANKIE PRIMO`S

FRANKIE PRIMO`S	Ice Arena - Operations	NARCE Travel Per Diem - CIT Certification	\$25.28
<i>FRANKIE PRIMO`S - Total For Ice Arena - Operations</i>			<i>\$25.28</i>
FRANKIE PRIMO`S - ALL DEPARTMENTS			\$25.28

FUZZYS TACO SHOP

FUZZYS TACO SHOP	Parks - Parks Maint.	FAST FOOD RESTAURANTS	\$39.59
<i>FUZZYS TACO SHOP - Total For Parks - Parks Maint.</i>			<i>\$39.59</i>
FUZZYS TACO SHOP - ALL DEPARTMENTS			\$39.59

GA SLEEP INC

GA SLEEP INC	Fire-EMS Operations	Fire Station 1 Mold Remediatio	\$9,580.55
<i>GA SLEEP INC - Total For Fire-EMS Operations</i>			<i>\$9,580.55</i>
GA SLEEP INC - ALL DEPARTMENTS			\$9,580.55

GALLS, INC.

GALLS, INC.	Police Career Services	Uniform supplies	\$127.39
GALLS, INC.	Police Career Services	Uniform supplies	\$28.80
<i>GALLS, INC. - Total For Police Career Services</i>			<i>\$156.19</i>
GALLS, INC. - ALL DEPARTMENTS			\$156.19

GEOSYNTEC CONSULTANT

GEOSYNTEC CONSULTANT	Balefill - Disposal & Landfill	Gems S028998-CRL Monitoring &	\$6,552.18
<i>GEOSYNTEC CONSULTANT - Total For Balefill - Disposal & Landfill</i>			<i>\$6,552.18</i>
GEOSYNTEC CONSULTANT - ALL DEPARTMENTS			\$6,552.18

GLOBAL SPECTRUM L.P.

GLOBAL SPECTRUM L.P.	City Council	Event sponsorship - McMurry	\$10,000.00
GLOBAL SPECTRUM L.P.	City Council	Funding for 2021 Fireworks	\$10,000.00
<i>GLOBAL SPECTRUM L.P. - Total For City Council</i>			<i>\$20,000.00</i>
GLOBAL SPECTRUM L.P. - ALL DEPARTMENTS			\$20,000.00

GOOGLE Niantic Inc

GOOGLE Niantic Inc	General Fund Revenue	COMPUTER AND DATA PROCESSING SERVICE	\$10.49
<i>GOOGLE Niantic Inc - Total For General Fund Revenue</i>			<i>\$10.49</i>
GOOGLE Niantic Inc - ALL DEPARTMENTS			\$10.49

GRAINGER, INC.

GRAINGER, INC.	Buildings & Structures Fund	BAS Shop Supplies - Grainger	\$359.86
GRAINGER, INC.	Buildings & Structures Fund	Motor	\$26.26
GRAINGER, INC.	Buildings & Structures Fund	Motor	\$281.11
GRAINGER, INC.	Buildings & Structures Fund	Transformer	\$9.48
GRAINGER, INC.	Buildings & Structures Fund	Condenser fan motor & capacitor	\$80.78
GRAINGER, INC.	Buildings & Structures Fund	Glass cleaner & patchcord	\$18.68
GRAINGER, INC.	Buildings & Structures Fund	Fan motor	\$245.02
GRAINGER, INC.	Buildings & Structures Fund	Fan motor & propeller	\$193.27
<i>GRAINGER, INC. - Total For Buildings & Structures Fund</i>			<i>\$1,214.46</i>
GRAINGER, INC.	Capital Projects Fund	Plumbing repair supplies for Lansing - Graing	\$51.78
<i>GRAINGER, INC. - Total For Capital Projects Fund</i>			<i>\$51.78</i>
GRAINGER, INC.	Ice Arena - Operations	Coolant for Zamboni Blade Sharpener	\$276.84
<i>GRAINGER, INC. - Total For Ice Arena - Operations</i>			<i>\$276.84</i>
GRAINGER, INC.	Refuse - Recycling	Employee lockers	\$1,325.13
GRAINGER, INC.	Refuse - Recycling	Water hose, reel & hanger	\$370.56
GRAINGER, INC.	Refuse - Recycling	Bollard cover	\$138.12
GRAINGER, INC.	Refuse - Recycling	Bollard cover / original inv #9234191535	(\$138.12)
GRAINGER, INC.	Refuse - Recycling	Cordless blower & knee pads	\$355.59
<i>GRAINGER, INC. - Total For Refuse - Recycling</i>			<i>\$2,051.28</i>
GRAINGER, INC.	Sewer Wastewater Collection	izaak walton panel parts	\$266.56
<i>GRAINGER, INC. - Total For Sewer Wastewater Collection</i>			<i>\$266.56</i>
GRAINGER, INC.	WWTP Operations	GREASE CARTRIDGES, ELEC TAPE	\$238.70
GRAINGER, INC.	WWTP Operations	Relay	\$40.65

GRAINGER, INC.	WWTP Operations	Contactors	\$65.83
<i>GRAINGER, INC. - Total For WWTP Operations</i>			<i>\$345.18</i>
GRAINGER, INC.	WWTP Regional Interceptors	Riverwest ARV bolts	\$64.36
<i>GRAINGER, INC. - Total For WWTP Regional Interceptors</i>			<i>\$64.36</i>
GRAINGER, INC. - ALL DEPARTMENTS			\$4,270.46

GREAT HARVEST BREAD

GREAT HARVEST BREAD	Human Resources	6 doughnuts for celebration with Carter even	\$7.28
<i>GREAT HARVEST BREAD - Total For Human Resources</i>			<i>\$7.28</i>
GREAT HARVEST BREAD - ALL DEPARTMENTS			\$7.28

GREINER MOTOR CO - C

GREINER MOTOR CO - C	Capital Projects Fund	1 Unmarked Unit	\$27,181.00
<i>GREINER MOTOR CO - C - Total For Capital Projects Fund</i>			<i>\$27,181.00</i>
GREINER MOTOR CO - C	Fleet Maintenance Fund	Key cut & program key	\$237.09
<i>GREINER MOTOR CO - C - Total For Fleet Maintenance Fund</i>			<i>\$237.09</i>
GREINER MOTOR CO - C - ALL DEPARTMENTS			\$27,418.09

GROUSE MOUNTAIN ENVI

GROUSE MOUNTAIN ENVI	Planning	African American Study	\$5,500.00
<i>GROUSE MOUNTAIN ENVI - Total For Planning</i>			<i>\$5,500.00</i>
GROUSE MOUNTAIN ENVI - ALL DEPARTMENTS			\$5,500.00

GUNNERS METERS

GUNNERS METERS	Water Meters	5 REGISTERS & 1 CHAMBER	\$1,618.00
<i>GUNNERS METERS - Total For Water Meters</i>			<i>\$1,618.00</i>
GUNNERS METERS - ALL DEPARTMENTS			\$1,618.00

GUS GLOBALSTAR USA

GUS GLOBALSTAR USA	Fire-EMS Prevent & Inspect	Annual service fee for satellite phone for the	\$1,276.56
<i>GUS GLOBALSTAR USA - Total For Fire-EMS Prevent & Inspect</i>			<i>\$1,276.56</i>

GUS GLOBALSTAR USA - ALL DEPARTMENTS \$1,276.56

GW MECHANICAL, INC.

GW MECHANICAL, INC. Buildings & Structures Fund Clean & camera sewer line \$3,516.00

GW MECHANICAL, INC. - Total For Buildings & Structures Fund \$3,516.00

GW MECHANICAL, INC. - ALL DEPARTMENTS \$3,516.00

HACH CO., CORP.

HACH CO., CORP. Regional Water Operations Ammonia & Chlorine - Lab Supplies \$94.26

HACH CO., CORP. Regional Water Operations Lab Supplies - Ammonia Chloramine \$224.48

HACH CO., CORP. Regional Water Operations Lab Supplies; Chlorine & Compounds \$230.22

HACH CO., CORP. - Total For Regional Water Operations \$548.96

HACH CO., CORP. - ALL DEPARTMENTS \$548.96

HAJOCA KEENAN SUPP

HAJOCA KEENAN SUPP WWTP Operations Plumbing parts \$37.04

HAJOCA KEENAN SUPP - Total For WWTP Operations \$37.04

HAJOCA KEENAN SUPP - ALL DEPARTMENTS \$37.04

HARBOR FREIGHT TOOLS

HARBOR FREIGHT TOOLS Fire-EMS Operations Truck wash \$20.97

HARBOR FREIGHT TOOLS - Total For Fire-EMS Operations \$20.97

HARBOR FREIGHT TOOLS Traffic Control Tire gauge for bucket truck & stripers \$18.77

HARBOR FREIGHT TOOLS - Total For Traffic Control \$18.77

HARBOR FREIGHT TOOLS Water Tanks Nitrile gloves \$38.97

HARBOR FREIGHT TOOLS - Total For Water Tanks \$38.97

HARBOR FREIGHT TOOLS - ALL DEPARTMENTS \$78.71

HARDWARE PARTNERS LL

HARDWARE PARTNERS LL Fire-EMS Administration Small equipment Fuel \$31.99

HARDWARE PARTNERS LL - Total For Fire-EMS Administration \$31.99

HARDWARE PARTNERS LL Golf - Operations EXTRACTOR TOOLS (3) \$24.57

HARDWARE PARTNERS LL	Golf - Operations	CREDIT, FOR ORIG PURCHASE WITH TAX ON I	(\$25.80)
<i>HARDWARE PARTNERS LL - Total For Golf - Operations</i>			<i>(\$1.23)</i>
HARDWARE PARTNERS LL	Police Administration	HARDWARE STORES	\$83.99
<i>HARDWARE PARTNERS LL - Total For Police Administration</i>			<i>\$83.99</i>
HARDWARE PARTNERS LL	Water Distribution	Air filters & spark plugs	\$31.15
<i>HARDWARE PARTNERS LL - Total For Water Distribution</i>			<i>\$31.15</i>
HARDWARE PARTNERS LL - ALL DEPARTMENTS			\$145.90

HDR ENGINEERING, INC

HDR ENGINEERING, INC	Capital Projects Fund	Design of Paradise Valley to R	\$2,622.77
<i>HDR ENGINEERING, INC - Total For Capital Projects Fund</i>			<i>\$2,622.77</i>
HDR ENGINEERING, INC	Water Administration	Water Rights Analysis & Studie	\$4,617.77
<i>HDR ENGINEERING, INC - Total For Water Administration</i>			<i>\$4,617.77</i>
HDR ENGINEERING, INC - ALL DEPARTMENTS			\$7,240.54

HERCULES INDUSTRIES

HERCULES INDUSTRIES	Buildings & Structures Fund	HVAC PM Supplies for Ft. Caspar - Hercules	\$28.04
HERCULES INDUSTRIES	Buildings & Structures Fund	HVAC Supplies for Fire 1 - Hercules	\$10.46
<i>HERCULES INDUSTRIES - Total For Buildings & Structures Fund</i>			<i>\$38.50</i>
HERCULES INDUSTRIES - ALL DEPARTMENTS			\$38.50

HERSHBERGERS INC

HERSHBERGERS INC	Buildings & Structures Fund	Refund for Sales Tax Charged - Hershbergers	(\$47.59)
HERSHBERGERS INC	Buildings & Structures Fund	Repair supplies for 2nd & Beech - Hershberg	\$1,029.65
HERSHBERGERS INC	Buildings & Structures Fund	Repair supplies for 2nd & Beech - Hershberg	\$19.69
<i>HERSHBERGERS INC - Total For Buildings & Structures Fund</i>			<i>\$1,001.75</i>
HERSHBERGERS INC - ALL DEPARTMENTS			\$1,001.75

HILLTOP NATL. BANK

HILLTOP NATL. BANK	Traffic Control	Antenna leased premises fee	\$120.00
<i>HILLTOP NATL. BANK - Total For Traffic Control</i>			<i>\$120.00</i>
HILLTOP NATL. BANK - ALL DEPARTMENTS			\$120.00

HILTON GARDEN INN

HILTON GARDEN INN	Police Career Services	HILTON GARDEN INN	\$107.43
<i>HILTON GARDEN INN - Total For Police Career Services</i>			<i>\$107.43</i>
HILTON GARDEN INN - ALL DEPARTMENTS			\$107.43

HOBBY-LOBBY #0233

HOBBY-LOBBY #0233	Metro Animal Shelter	HOBBY,TOY, AND GAME SHOPS	\$26.23
<i>HOBBY-LOBBY #0233 - Total For Metro Animal Shelter</i>			<i>\$26.23</i>
HOBBY-LOBBY #0233 - ALL DEPARTMENTS			\$26.23

HOLIDAY INN EXPRESS

HOLIDAY INN EXPRESS	Police Career Services	HOLIDAY INNS	\$176.98
<i>HOLIDAY INN EXPRESS - Total For Police Career Services</i>			<i>\$176.98</i>
HOLIDAY INN EXPRESS - ALL DEPARTMENTS			\$176.98

HOLIDAY STATIONS

HOLIDAY STATIONS	Police Career Services	AUTOMATED FUEL DISPENSERS	\$43.00
<i>HOLIDAY STATIONS - Total For Police Career Services</i>			<i>\$43.00</i>
HOLIDAY STATIONS - ALL DEPARTMENTS			\$43.00

HOLLADAY, LINDA SUE

HOLLADAY, LINDA SUE	Water Revenue and Transfers		\$79.36
<i>HOLLADAY, LINDA SUE - Total For Water Revenue and Transfers</i>			<i>\$79.36</i>
HOLLADAY, LINDA SUE - ALL DEPARTMENTS			\$79.36

HOLLAND & HART LLP

HOLLAND & HART LLP	Water Tanks	Renegotiation of Water Storage	\$364.00
<i>HOLLAND & HART LLP - Total For Water Tanks</i>			<i>\$364.00</i>
HOLLAND & HART LLP - ALL DEPARTMENTS			\$364.00

HOMAX OIL SALES INC

HOMAX OIL SALES INC	WWTP Operations	HYDRAULIC OIL	\$229.70
<i>HOMAX OIL SALES INC - Total For WWTP Operations</i>			\$229.70
HOMAX OIL SALES INC - ALL DEPARTMENTS			\$229.70

HOMAX OIL SALES, INC

HOMAX OIL SALES, INC	Balefill - Disposal & Landfill	FIVE DIESEL FUEL SHIPMENTS OF 8,000 GALL	\$39,005.88
HOMAX OIL SALES, INC	Balefill - Disposal & Landfill	Oil	\$1,714.35
HOMAX OIL SALES, INC	Balefill - Disposal & Landfill	Megaplex & drum deposit	\$733.00
<i>HOMAX OIL SALES, INC - Total For Balefill - Disposal & Landfill</i>			\$41,453.23
HOMAX OIL SALES, INC	Fleet Maintenance Fund	Unleaded fuel	\$28,062.36
HOMAX OIL SALES, INC	Fleet Maintenance Fund	Diesel fuel & Ecoclean Power Plus	\$34,615.36
<i>HOMAX OIL SALES, INC - Total For Fleet Maintenance Fund</i>			\$62,677.72
HOMAX OIL SALES, INC - ALL DEPARTMENTS			\$104,130.95

HOMEDEPOT.COM

HOMEDEPOT.COM	Fire-EMS Operations	Grass trimmers for St. 1	\$598.00
<i>HOMEDEPOT.COM - Total For Fire-EMS Operations</i>			\$598.00
HOMEDEPOT.COM - ALL DEPARTMENTS			\$598.00

HONNEN EQUIPMENT CO.

HONNEN EQUIPMENT CO.	WWTP Regional Interceptors	BLOCK HEATER BS TRAIL LS	\$199.05
<i>HONNEN EQUIPMENT CO. - Total For WWTP Regional Interceptors</i>			\$199.05
HONNEN EQUIPMENT CO. - ALL DEPARTMENTS			\$199.05

HOOD'S EQUIPMENT & S

HOOD'S EQUIPMENT & S	WWTP Operations	Oil	\$22.12
<i>HOOD'S EQUIPMENT & S - Total For WWTP Operations</i>			\$22.12
HOOD'S EQUIPMENT & S - ALL DEPARTMENTS			\$22.12

HOSE & RUBBER SUPPLY

HOSE & RUBBER SUPPLY	Refuse - Residential	O-rings	\$13.80
<i>HOSE & RUBBER SUPPLY - Total For Refuse - Residential</i>			<i>\$13.80</i>
HOSE & RUBBER SUPPLY - ALL DEPARTMENTS			\$13.80

HOTEL Delta

HOTEL Delta	Balefill - Disposal & Landfill	WASTE EXPO NATL TRAINING 2 PEOPLE	\$1,139.30
<i>HOTEL Delta - Total For Balefill - Disposal & Landfill</i>			<i>\$1,139.30</i>
HOTEL Delta - ALL DEPARTMENTS			\$1,139.30

HOTSY EQUIPMENT OF W

HOTSY EQUIPMENT OF W	Metro Animal Shelter	MISCELLANEOUS AND RETAIL STORES	\$242.00
<i>HOTSY EQUIPMENT OF W - Total For Metro Animal Shelter</i>			<i>\$242.00</i>
HOTSY EQUIPMENT OF W - ALL DEPARTMENTS			\$242.00

HYDRO OPTIMIZATION &

HYDRO OPTIMIZATION &	Regional Water Operations	HOA Services	\$1,300.00
<i>HYDRO OPTIMIZATION & - Total For Regional Water Operations</i>			<i>\$1,300.00</i>
HYDRO OPTIMIZATION &	RWS - Booster Stations	Remote service	\$100.00
<i>HYDRO OPTIMIZATION & - Total For RWS - Booster Stations</i>			<i>\$100.00</i>
HYDRO OPTIMIZATION &	Water Tanks	HOA Services	\$1,300.00
<i>HYDRO OPTIMIZATION & - Total For Water Tanks</i>			<i>\$1,300.00</i>
HYDRO OPTIMIZATION & - ALL DEPARTMENTS			\$2,700.00

IAEI

IAEI	Code Enforcement	PROFESSIONAL SERVICES NOT ELSEWHERE C	\$120.00
<i>IAEI - Total For Code Enforcement</i>			<i>\$120.00</i>
IAEI - ALL DEPARTMENTS			\$120.00

IMI INFORMACONF FEES

IMI INFORMACONF FEES	Balefill - Disposal & Landfill	2 PEOPLE TRAINING	\$1,900.00
IMI INFORMACONF FEES	Balefill - Disposal & Landfill	2 PEOPLE TRAINING	\$880.00
<i>IMI INFORMACONF FEES - Total For Balefill - Disposal & Landfill</i>			<i>\$2,780.00</i>

IMI INFORMACONF FEES - ALL DEPARTMENTS

\$2,780.00

IN N OUT BURGER

IN N OUT BURGER	Balefill - Disposal & Landfill	TRAVEL AND TRAINING	\$18.53
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<i>IN N OUT BURGER - Total For Balefill - Disposal & Landfill</i>			\$18.53
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IN N OUT BURGER - ALL DEPARTMENTS

\$18.53

INBERG-MILLER ENGINE

INBERG-MILLER ENGINE	Water Distribution	Street construction/compaction testing	\$222.00
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<i>INBERG-MILLER ENGINE - Total For Water Distribution</i>			\$222.00
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INBERG-MILLER ENGINE - ALL DEPARTMENTS

\$222.00

INTERNATIONAL MUNICI

INTERNATIONAL MUNICI	Streets	IMSA Signal Tech 3 online test	\$305.00
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INTERNATIONAL MUNICI	Streets	IMSA Markings Level 3 online test	\$305.00
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<i>INTERNATIONAL MUNICI - Total For Streets</i>			\$610.00
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INTERNATIONAL MUNICI - ALL DEPARTMENTS

\$610.00

INTUIT, INC.

INTUIT, INC.	Balefill - Disposal & Landfill	PUNCTURE FIX FOR TIRES	\$406.00
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INTUIT, INC.	Balefill - Disposal & Landfill	JANITORIAL APRIL AND MAY 2022	\$1,950.00
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<i>INTUIT, INC. - Total For Balefill - Disposal & Landfill</i>			\$2,356.00
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INTUIT, INC.	Fire-EMS Administration	WorldWash - Kitchen exhaust cleaning at St.	\$575.00
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<i>INTUIT, INC. - Total For Fire-EMS Administration</i>			\$575.00
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INTUIT, INC.	Fire-EMS Operations	CS consulting - O2 sensor and filter for RERT	\$34.00
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INTUIT, INC.	Fire-EMS Operations	66 gal collapsible hazmat pool from EnSafeC	\$135.00
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INTUIT, INC.	Fire-EMS Operations	CS Consulting - O2 sensor and filters for RERT	\$252.00
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INTUIT, INC.	Fire-EMS Operations	CS Consulting - 58L calibration gas cylinder fo	\$212.55
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INTUIT, INC.	Fire-EMS Operations	CS Consulting - Calibration gas for regional m	\$245.81
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INTUIT, INC.	Fire-EMS Operations	CS Consulting - 58L calibration gas cylinder fo	\$26.11
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<i>INTUIT, INC. - Total For Fire-EMS Operations</i>			\$905.47
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INTUIT, INC.	Parks - Parks Maint.	Graffiti removal skate park	\$450.00
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INTUIT, INC.	Parks - Parks Maint.	Graffiti removal meadowlark park	\$150.00
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<i>INTUIT, INC. - Total For Parks - Parks Maint.</i>			<i>\$600.00</i>
INTUIT, INC.	Parks - Special Areas	LANDSCAPE AND HORTICULTURAL flowers fo	\$335.64
<i>INTUIT, INC. - Total For Parks - Special Areas</i>			<i>\$335.64</i>
INTUIT, INC.	Planning	LANDSCAPE AND HORTICULTURAL JOHNEY A	\$89.20
<i>INTUIT, INC. - Total For Planning</i>			<i>\$89.20</i>
INTUIT, INC.	Police Career Services	MANAGEMENT, CONSULTING AND PUBLIC R	\$7,400.00
<i>INTUIT, INC. - Total For Police Career Services</i>			<i>\$7,400.00</i>
INTUIT, INC.	Weed & Pest Fund	Weed and Pest educational pamphlets	\$560.00
<i>INTUIT, INC. - Total For Weed & Pest Fund</i>			<i>\$560.00</i>
INTUIT, INC. - ALL DEPARTMENTS			\$12,821.31

ISA

ISA	Parks - Urban Forestry	Recertification for Jim Gerhart	\$185.00
<i>ISA - Total For Parks - Urban Forestry</i>			<i>\$185.00</i>
ISA - ALL DEPARTMENTS			\$185.00

J.P. COOKE

J.P. COOKE	Metro Animal Shelter	STATIONERY,OFFICE SUPPLIES,PRINTING AN	\$432.00
<i>J.P. COOKE - Total For Metro Animal Shelter</i>			<i>\$432.00</i>
J.P. COOKE - ALL DEPARTMENTS			\$432.00

JACK'S TRUCK & EQUIP

JACK'S TRUCK & EQUIP	Fleet Maintenance Fund	Equipment repair	\$1,528.24
<i>JACK'S TRUCK & EQUIP - Total For Fleet Maintenance Fund</i>			<i>\$1,528.24</i>
JACK'S TRUCK & EQUIP - ALL DEPARTMENTS			\$1,528.24

JC GOLF ACCESSORIES

JC GOLF ACCESSORIES	Golf	Inventory/ Merch	\$797.97
<i>JC GOLF ACCESSORIES - Total For Golf</i>			<i>\$797.97</i>
JC GOLF ACCESSORIES - ALL DEPARTMENTS			\$797.97

JMC INSTRUMENTS

JMC INSTRUMENTS	WWTP Operations	Digester Level Tape	\$1,805.00
<i>JMC INSTRUMENTS - Total For WWTP Operations</i>			<i>\$1,805.00</i>
JMC INSTRUMENTS - ALL DEPARTMENTS			\$1,805.00

JOHANNESSEN VETERINA

JOHANNESSEN VETERINA	Metro Animal Shelter	Veterinary service	\$90.00
JOHANNESSEN VETERINA	Metro Animal Shelter	Veterinary service	\$54.00
JOHANNESSEN VETERINA	Metro Animal Shelter	Veterinary service	\$72.00
JOHANNESSEN VETERINA	Metro Animal Shelter	Veterinary service	\$54.00
JOHANNESSEN VETERINA	Metro Animal Shelter	Veterinary service	\$460.16
JOHANNESSEN VETERINA	Metro Animal Shelter	Veterinary service	\$72.00
<i>JOHANNESSEN VETERINA - Total For Metro Animal Shelter</i>			<i>\$802.16</i>
JOHANNESSEN VETERINA	Police Canine Operations	VETERINARY SERVICES	\$461.15
<i>JOHANNESSEN VETERINA - Total For Police Canine Operations</i>			<i>\$461.15</i>
JOHANNESSEN VETERINA - ALL DEPARTMENTS			\$1,263.31

JOHN BROOKS

JOHN BROOKS	Property Insurance Fund	Confidential legal or medical matters	\$937.50
<i>JOHN BROOKS - Total For Property Insurance Fund</i>			<i>\$937.50</i>
JOHN BROOKS - ALL DEPARTMENTS			\$937.50

JUDGES.ORG NAT JUD

JUDGES.ORG NAT JUD	Municipal Court	COLLEGES, UNIVERSITIES, PROFESSIONAL SC	\$749.00
JUDGES.ORG NAT JUD	Municipal Court	COLLEGES, UNIVERSITIES, PROFESSIONAL SC	\$749.00
<i>JUDGES.ORG NAT JUD - Total For Municipal Court</i>			<i>\$1,498.00</i>
JUDGES.ORG NAT JUD - ALL DEPARTMENTS			\$1,498.00

JUSTICE CLEARINGHOUS

JUSTICE CLEARINGHOUS	Metro Animal Shelter	NACA Training	\$1,995.00
<i>JUSTICE CLEARINGHOUS - Total For Metro Animal Shelter</i>			<i>\$1,995.00</i>
JUSTICE CLEARINGHOUS - ALL DEPARTMENTS			\$1,995.00

KCWY-TV

KCWY-TV	Balefill - Disposal & Landfill	Advertising - Mulch Sale	\$150.00
<i>KCWY-TV - Total For Balefill - Disposal & Landfill</i>			<i>\$150.00</i>
KCWY-TV	Balefill - Diversion & Special	Advertising-Spring Compost Yard Sale	\$100.00
KCWY-TV	Balefill - Diversion & Special	Advertising-Mulch Sale	\$450.00
<i>KCWY-TV - Total For Balefill - Diversion & Special</i>			<i>\$550.00</i>
KCWY-TV - ALL DEPARTMENTS			\$700.00

KEENAN SUPPLY-CASPER

KEENAN SUPPLY-CASPER	WWTP Operations	4" Glass lined grooved end 90 deg elbow	\$36,238.29
<i>KEENAN SUPPLY-CASPER - Total For WWTP Operations</i>			<i>\$36,238.29</i>
KEENAN SUPPLY-CASPER - ALL DEPARTMENTS			\$36,238.29

KEEP AMERICA BEAUTIF

KEEP AMERICA BEAUTIF	Parks - Parks Maint.	CHARITABLE AND SOCIAL SERVICE ORGANIZA	\$230.00
<i>KEEP AMERICA BEAUTIF - Total For Parks - Parks Maint.</i>			<i>\$230.00</i>
KEEP AMERICA BEAUTIF - ALL DEPARTMENTS			\$230.00

KING SOOPERS

KING SOOPERS	Police Career Services	SERVICE STATIONS	\$45.00
<i>KING SOOPERS - Total For Police Career Services</i>			<i>\$45.00</i>
KING SOOPERS - ALL DEPARTMENTS			\$45.00

KINSCO LLC

KINSCO LLC	Fire-EMS Operations	Uniform supplies / gear	\$689.21
KINSCO LLC	Fire-EMS Operations	Fire Department Uniforms	\$689.21
<i>KINSCO LLC - Total For Fire-EMS Operations</i>			<i>\$1,378.42</i>
KINSCO LLC - ALL DEPARTMENTS			\$1,378.42

KISTLER TENT AND AWN

KISTLER TENT AND AWN	Planning	TENT AND AWNING SHOPS	\$180.00
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KISTLER TENT AND AWN - Total For Planning \$180.00

KISTLER TENT AND AWN - ALL DEPARTMENTS \$180.00

KNIFE RIVER 5701

KNIFE RIVER 5701 Sewer Stormwater flow fill for storm point repair \$357.30

KNIFE RIVER 5701 - Total For Sewer Stormwater \$357.30

KNIFE RIVER 5701 - ALL DEPARTMENTS \$357.30

KNIFE RIVER/JTL

KNIFE RIVER/JTL Streets 1/2" Plant Mix \$442.38

KNIFE RIVER/JTL Streets 1/2" plant mix \$442.38

KNIFE RIVER/JTL Streets City of Casper Mix, Fuel Surcharge, Fiber Mes \$167.40

KNIFE RIVER/JTL - Total For Streets \$1,052.16

KNIFE RIVER/JTL Water Distribution City of Casper Mix & Fuel Surcharge \$720.75

KNIFE RIVER/JTL - Total For Water Distribution \$720.75

KNIFE RIVER/JTL - ALL DEPARTMENTS \$1,772.91

KONE, INC.

KONE, INC. Regional Water Operations Freight elevator repair \$459.15

KONE, INC. - Total For Regional Water Operations \$459.15

KONE, INC. - ALL DEPARTMENTS \$459.15

KUBWATER RESOURCES,

KUBWATER RESOURCES, WWTP Operations Alternate polymer for dewatering Zetag 758 \$6,420.00

KUBWATER RESOURCES, WWTP Operations 1764 pound sack of Zetag polymer for dewat \$6,883.48

KUBWATER RESOURCES, - Total For WWTP Operations \$13,303.48

KUBWATER RESOURCES, - ALL DEPARTMENTS \$13,303.48

KUM&GO 0934 WELLINGT

KUM&GO 0934 WELLINGT Balefill - Disposal & Landfill TRAVEL AND TRAINING FUEL \$65.10

KUM&GO 0934 WELLINGT Balefill - Disposal & Landfill TRAVEL AND TRAINING FUEL \$70.00

KUM&GO 0934 WELLINGT - Total For Balefill - Disposal & Landfill \$135.10

KUM&GO 0934 WELLINGT - ALL DEPARTMENTS \$135.10

L&R LAUNDRY LLC

L&R LAUNDRY LLC Capital Projects Fund Unimac Washer and Dryer \$16,000.00

L&R LAUNDRY LLC - Total For Capital Projects Fund \$16,000.00

L&R LAUNDRY LLC Fire-EMS Operations Unimac Washer and Dryer \$1,142.00

L&R LAUNDRY LLC Fire-EMS Operations Unimac Washer and Dryer \$3,355.00

L&R LAUNDRY LLC - Total For Fire-EMS Operations \$4,497.00

L&R LAUNDRY LLC - ALL DEPARTMENTS \$20,497.00

L.N. CURTIS & SONS I

L.N. CURTIS & SONS I Capital Projects Fund Turnout Gear \$2,740.00

L.N. CURTIS & SONS I - Total For Capital Projects Fund \$2,740.00

L.N. CURTIS & SONS I - ALL DEPARTMENTS \$2,740.00

LAIRD PLASTICS

LAIRD PLASTICS Traffic Control Decorative globes for street lighting \$12,799.26

LAIRD PLASTICS - Total For Traffic Control \$12,799.26

LAIRD PLASTICS - ALL DEPARTMENTS \$12,799.26

LARAMIE AREA VISITOR

LARAMIE AREA VISITOR Fire-EMS Training International Association of Arson Investigat \$175.00

LARAMIE AREA VISITOR Fire-EMS Training IAAI conference registraiton for 2 people \$410.00

LARAMIE AREA VISITOR - Total For Fire-EMS Training \$585.00

LARAMIE AREA VISITOR - ALL DEPARTMENTS \$585.00

LAS VEGAS CONVENTION

LAS VEGAS CONVENTION Balefill - Disposal & Landfill TRAVEL AND TRAINING \$3.52

LAS VEGAS CONVENTION Balefill - Disposal & Landfill TRAVEL AND TRAINING \$13.82

LAS VEGAS CONVENTION - Total For Balefill - Disposal & Landfill \$17.34

LAS VEGAS CONVENTION - ALL DEPARTMENTS \$17.34

LISA'S SPIC N SPAN

LISA'S SPIC N SPAN	Balefill - Disposal & Landfill	Janitorial/cleaning service - April 2022	\$330.00
<i>LISA'S SPIC N SPAN - Total For Balefill - Disposal & Landfill</i>			\$330.00
LISA'S SPIC N SPAN - ALL DEPARTMENTS			\$330.00

LITTLE AMERICA

LITTLE AMERICA	Police Career Services	AUTOMATED FUEL DISPENSERS	\$32.96
LITTLE AMERICA	Police Career Services	AUTOMATED FUEL DISPENSERS	\$27.09
LITTLE AMERICA	Police Career Services	AUTOMATED FUEL DISPENSERS	\$36.59
LITTLE AMERICA	Police Career Services	AUTOMATED FUEL DISPENSERS	\$20.64
LITTLE AMERICA	Police Career Services	AUTOMATED FUEL DISPENSERS	\$36.82
LITTLE AMERICA	Police Career Services	AUTOMATED FUEL DISPENSERS	\$60.23
LITTLE AMERICA	Police Career Services	AUTOMATED FUEL DISPENSERS	\$28.99
LITTLE AMERICA	Police Career Services	AUTOMATED FUEL DISPENSERS	\$59.39
LITTLE AMERICA	Police Career Services	AUTOMATED FUEL DISPENSERS	\$36.13
LITTLE AMERICA	Police Career Services	AUTOMATED FUEL DISPENSERS	\$52.31
LITTLE AMERICA	Police Career Services	AUTOMATED FUEL DISPENSERS	\$30.44
LITTLE AMERICA	Police Career Services	SERVICE STATIONS	\$25.39
LITTLE AMERICA	Police Career Services	AUTOMATED FUEL DISPENSERS	\$53.18
<i>LITTLE AMERICA - Total For Police Career Services</i>			\$500.16
LITTLE AMERICA - ALL DEPARTMENTS			\$500.16

LOAF N JUG #0011

LOAF N JUG #0011	Police Career Services	AUTOMATED FUEL DISPENSERS	\$42.53
<i>LOAF N JUG #0011 - Total For Police Career Services</i>			\$42.53
LOAF N JUG #0011 - ALL DEPARTMENTS			\$42.53

LOAF N JUG #0103

LOAF N JUG #0103	Fire-EMS Operations	Fuel	\$103.48
<i>LOAF N JUG #0103 - Total For Fire-EMS Operations</i>			\$103.48
LOAF N JUG #0103 - ALL DEPARTMENTS			\$103.48

LOAF N JUG #0130

LOAF N JUG #0130	Fire-EMS Operations	Fuel	\$82.72
<i>LOAF N JUG #0130 - Total For Fire-EMS Operations</i>			\$82.72
LOAF N JUG #0130	Police Administration	SERVICE STATIONS	\$29.95
<i>LOAF N JUG #0130 - Total For Police Administration</i>			\$29.95
LOAF N JUG #0130	Police Grants Fund	AUTOMATED FUEL DISPENSERS	\$15.92
<i>LOAF N JUG #0130 - Total For Police Grants Fund</i>			\$15.92
LOAF N JUG #0130 - ALL DEPARTMENTS			\$128.59

LOAF N JUG #0136

LOAF N JUG #0136	Police Career Services	AUTOMATED FUEL DISPENSERS	\$29.09
<i>LOAF N JUG #0136 - Total For Police Career Services</i>			\$29.09
LOAF N JUG #0136 - ALL DEPARTMENTS			\$29.09

LONG BUILDING TECHNO

LONG BUILDING TECHNO	Aquatics - Operations	Pool repair/s	\$500.00
LONG BUILDING TECHNO	Aquatics - Operations	Pool repair/s	\$875.00
<i>LONG BUILDING TECHNO - Total For Aquatics - Operations</i>			\$1,375.00
LONG BUILDING TECHNO - ALL DEPARTMENTS			\$1,375.00

LOUS GLOVES

LOUS GLOVES	WWTP Operations	NITRILE EXAM GLOVES	\$1,544.00
<i>LOUS GLOVES - Total For WWTP Operations</i>			\$1,544.00
LOUS GLOVES - ALL DEPARTMENTS			\$1,544.00

LOVE S TRAVEL

LOVE S TRAVEL	Police Career Services	AUTOMATED FUEL DISPENSERS	\$36.00
<i>LOVE S TRAVEL - Total For Police Career Services</i>			\$36.00
LOVE S TRAVEL - ALL DEPARTMENTS			\$36.00

MARRIOTT ORLANDO WOR

MARRIOTT ORLANDO WOR	Public Safety Communication	MARRIOTT	\$51.62
<i>MARRIOTT ORLANDO WOR - Total For Public Safety Communications</i>			<i>\$51.62</i>
MARRIOTT ORLANDO WOR - ALL DEPARTMENTS			\$51.62

MASEK DISTRIBUTING

MASEK DISTRIBUTING	WWTP Operations	Cart for maintenance / Unit #660278	\$10,900.00
<i>MASEK DISTRIBUTING - Total For WWTP Operations</i>			<i>\$10,900.00</i>
MASEK DISTRIBUTING - ALL DEPARTMENTS			\$10,900.00

MASEK GOLF CAR CO

MASEK GOLF CAR CO	Golf	Speakers Inventory	\$780.00
<i>MASEK GOLF CAR CO - Total For Golf</i>			<i>\$780.00</i>
MASEK GOLF CAR CO - ALL DEPARTMENTS			\$780.00

MAVERIK #353

MAVERIK #353	Police Career Services	AUTOMATED FUEL DISPENSERS	\$43.04
<i>MAVERIK #353 - Total For Police Career Services</i>			<i>\$43.04</i>
MAVERIK #353 - ALL DEPARTMENTS			\$43.04

MENARDS CASPER WY

MENARDS CASPER WY	Buildings & Structures Fund	Plumbing repair supplies for Solid Waste - M	\$36.33
<i>MENARDS CASPER WY - Total For Buildings & Structures Fund</i>			<i>\$36.33</i>
MENARDS CASPER WY	Capital Projects Fund	Plumbing repair supplies for Senior Center -	\$317.97
<i>MENARDS CASPER WY - Total For Capital Projects Fund</i>			<i>\$317.97</i>
MENARDS CASPER WY	Cemetery	MENARDS SPECIAL ARES FENCE AND SUPPLI	\$34.74
<i>MENARDS CASPER WY - Total For Cemetery</i>			<i>\$34.74</i>
MENARDS CASPER WY	Fire-EMS Operations	Materials used for St. 1 remodel	\$930.26
MENARDS CASPER WY	Fire-EMS Operations	Station 1 remodel supplies	\$35.45
MENARDS CASPER WY	Fire-EMS Operations	Trash cans and door stops for St. 1	\$173.84
<i>MENARDS CASPER WY - Total For Fire-EMS Operations</i>			<i>\$1,139.55</i>
MENARDS CASPER WY	Fire-EMS Training	Materials for drill tower	\$1,075.17
MENARDS CASPER WY	Fire-EMS Training	Supplies for a training prop	\$53.56
<i>MENARDS CASPER WY - Total For Fire-EMS Training</i>			<i>\$1,128.73</i>

MENARDS CASPER WY	Ice Arena - Classes	Class Supplies - On-Ice Obstacle / Tire Clean	\$23.48
<i>MENARDS CASPER WY - Total For Ice Arena - Classes</i>			<i>\$23.48</i>
MENARDS CASPER WY	Parks - Special Areas	HOME DEPOT SA FLOWERS	\$109.08
<i>MENARDS CASPER WY - Total For Parks - Special Areas</i>			<i>\$109.08</i>
MENARDS CASPER WY	Rec Center - Operations	Room Storage project for Camps and Progra	\$104.26
<i>MENARDS CASPER WY - Total For Rec Center - Operations</i>			<i>\$104.26</i>
MENARDS CASPER WY	Traffic Control	Pole inspection tools	\$71.90
<i>MENARDS CASPER WY - Total For Traffic Control</i>			<i>\$71.90</i>
MENARDS CASPER WY	Water Distribution	Spray adhesive	\$32.94
MENARDS CASPER WY	Water Distribution	Weed killer & light bulbs	\$339.74
<i>MENARDS CASPER WY - Total For Water Distribution</i>			<i>\$372.68</i>
MENARDS CASPER WY - ALL DEPARTMENTS			\$3,338.72

MERBACK AWARDS CO

MERBACK AWARDS CO	City Council	Locker name plate	\$12.45
<i>MERBACK AWARDS CO - Total For City Council</i>			<i>\$12.45</i>
MERBACK AWARDS CO - ALL DEPARTMENTS			\$12.45

MICHAELSFENCE&SUPPLY

MICHAELSFENCE&SUPPLY	RWS - Booster Stations	Wire roll for Wardwell Tank fence	\$186.03
<i>MICHAELSFENCE&SUPPLY - Total For RWS - Booster Stations</i>			<i>\$186.03</i>
MICHAELSFENCE&SUPPLY - ALL DEPARTMENTS			\$186.03

MIDLAND IMPLEMENT, I

MIDLAND IMPLEMENT, I	Golf - Operations	Irrigation parts- Pilot valves, bodies, drives, a	\$1,600.92
<i>MIDLAND IMPLEMENT, I - Total For Golf - Operations</i>			<i>\$1,600.92</i>
MIDLAND IMPLEMENT, I - ALL DEPARTMENTS			\$1,600.92

MIDLAND SCIENTIFIC I

MIDLAND SCIENTIFIC I	WWTP Operations	N-NH3 REAGENT	\$316.10
MIDLAND SCIENTIFIC I	WWTP Operations	NH3 TNT ULTRA LOW RANGE TESTS	\$375.50
<i>MIDLAND SCIENTIFIC I - Total For WWTP Operations</i>			<i>\$691.60</i>

MIDLAND SCIENTIFIC I - ALL DEPARTMENTS \$691.60

MILITAUER CORPORATION

MILITAUER CORPORATION Police Career Services First responder door stops \$605.00

MILITAUER CORPORATION - Total For Police Career Services \$605.00

MILITAUER CORPORATION - ALL DEPARTMENTS \$605.00

ML AUTOMOTIVE

ML AUTOMOTIVE Fleet Maintenance Fund Vehicle alignment \$87.00

ML AUTOMOTIVE - Total For Fleet Maintenance Fund \$87.00

ML AUTOMOTIVE - ALL DEPARTMENTS \$87.00

MODERN ELECTRIC CORP

MODERN ELECTRIC CORP Balefill - Diversion & Special Broken conduit repair \$616.00

MODERN ELECTRIC CORP - Total For Balefill - Diversion & Special \$616.00

MODERN ELECTRIC CORP WWTP Operations CPU Generator Replacements \$54,910.00

MODERN ELECTRIC CORP - Total For WWTP Operations \$54,910.00

MODERN ELECTRIC CORP - ALL DEPARTMENTS \$55,526.00

Monson

Monson Buildings & Structures Fund Janitorial service \$225.00

Monson Buildings & Structures Fund Janitorial service \$6,331.36

Monson - Total For Buildings & Structures Fund \$6,556.36

Monson - ALL DEPARTMENTS \$6,556.36

MOTION AND FLOW CONT

MOTION AND FLOW CONT Balefill - Baler Processing Hydraulic motor assembly \$1,161.84

MOTION AND FLOW CONT Balefill - Baler Processing Gauge fittings \$50.25

MOTION AND FLOW CONT Balefill - Baler Processing Fitting \$90.90

MOTION AND FLOW CONT - Total For Balefill - Baler Processing \$1,302.99

MOTION AND FLOW CONT - ALL DEPARTMENTS \$1,302.99

MOTION INDUSTRIES

MOTION INDUSTRIES	Aquatics - Pool	Gasket for PV Backflow Preventer	\$3.10
<i>MOTION INDUSTRIES - Total For Aquatics - Pool</i>			<i>\$3.10</i>
MOTION INDUSTRIES	WWTP Operations	POLY BELT PRIMARY PUMP 3	\$96.94
MOTION INDUSTRIES	WWTP Operations	HYDROFLOW VALVE HEADWORKS	\$1,244.78
MOTION INDUSTRIES	WWTP Operations	HEADWORKS BLDG VALVE ACTUATOR	\$1,022.26
<i>MOTION INDUSTRIES - Total For WWTP Operations</i>			<i>\$2,363.98</i>
MOTION INDUSTRIES - ALL DEPARTMENTS			\$2,367.08

MOUNTAIN SPORTS

MOUNTAIN SPORTS	Police Traffic Enforcement	BICYCLE SHOPS-SALES AND SERVICE	\$146.88
<i>MOUNTAIN SPORTS - Total For Police Traffic Enforcement</i>			<i>\$146.88</i>
MOUNTAIN SPORTS - ALL DEPARTMENTS			\$146.88

MOUNTAIN STATES

MOUNTAIN STATES	Municipal Court	Printing service - business cards	\$76.71
MOUNTAIN STATES	Municipal Court	Printing services - appearance bond	\$265.56
<i>MOUNTAIN STATES - Total For Municipal Court</i>			<i>\$342.27</i>
MOUNTAIN STATES - ALL DEPARTMENTS			\$342.27

MUNICIPAL TREATMENT

MUNICIPAL TREATMENT	WWTP Operations	Aeration basin air valve Rotork actuator	\$5,250.00
<i>MUNICIPAL TREATMENT - Total For WWTP Operations</i>			<i>\$5,250.00</i>
MUNICIPAL TREATMENT - ALL DEPARTMENTS			\$5,250.00

MURDOCH'S RANCH&HOME

MURDOCH'S RANCH&HOM	Balefill - Baler Processing	BALER SUPPLIES	\$128.97
<i>MURDOCH'S RANCH&HOME - Total For Balefill - Baler Processing</i>			<i>\$128.97</i>
MURDOCH'S RANCH&HOM	Fire-EMS Operations	Uniform Boots	\$119.99
<i>MURDOCH'S RANCH&HOME - Total For Fire-EMS Operations</i>			<i>\$119.99</i>
MURDOCH'S RANCH&HOM	Sewer Wastewater Collection	weed killer for lift stations	\$64.99
<i>MURDOCH'S RANCH&HOME - Total For Sewer Wastewater Collection</i>			<i>\$64.99</i>

MURDOCH'S RANCH&HOM	Weed & Pest Fund	hand pump sprayer	\$22.99
<i>MURDOCH'S RANCH&HOME - Total For Weed & Pest Fund</i>			\$22.99
MURDOCH'S RANCH&HOME - ALL DEPARTMENTS			\$336.94

MVIX USA

MVIX USA	Balefill - Diversion & Special	Digital Signage account	\$1,126.00
<i>MVIX USA - Total For Balefill - Diversion & Special</i>			\$1,126.00
MVIX USA - ALL DEPARTMENTS			\$1,126.00

NAPA AUTO PARTS CORP

NAPA AUTO PARTS CORP	Water Distribution	Ratchet repair kit	\$10.37
NAPA AUTO PARTS CORP	Water Distribution	Repair kit charged w/tax credit	(\$17.00)
NAPA AUTO PARTS CORP	Water Distribution	Repair kit charged w/tax - credit to follow #8	\$17.00
<i>NAPA AUTO PARTS CORP - Total For Water Distribution</i>			\$10.37
NAPA AUTO PARTS CORP	WWTP Operations	DRILL BITS SETS	\$151.36
<i>NAPA AUTO PARTS CORP - Total For WWTP Operations</i>			\$151.36
NAPA AUTO PARTS CORP - ALL DEPARTMENTS			\$161.73

NATIONAL ASSOCIATION

NATIONAL ASSOCIATION	Police Career Services	CIVIC, SOCIAL AND FRATERNAL ASSOCIATION	\$40.00
NATIONAL ASSOCIATION	Police Career Services	CIVIC, SOCIAL AND FRATERNAL ASSOCIATION	\$40.00
NATIONAL ASSOCIATION	Police Career Services	CIVIC, SOCIAL AND FRATERNAL ASSOCIATION	\$40.00
NATIONAL ASSOCIATION	Police Career Services	CIVIC, SOCIAL AND FRATERNAL ASSOCIATION	\$40.00
NATIONAL ASSOCIATION	Police Career Services	CIVIC, SOCIAL AND FRATERNAL ASSOCIATION	\$40.00
NATIONAL ASSOCIATION	Police Career Services	CIVIC, SOCIAL AND FRATERNAL ASSOCIATION	\$40.00
<i>NATIONAL ASSOCIATION - Total For Police Career Services</i>			\$240.00
NATIONAL ASSOCIATION - ALL DEPARTMENTS			\$240.00

NATRONA COUNTY OFFIC

NATRONA COUNTY OFFIC	Police Administration	Prisoner housing - April 2022	\$114,721.06
<i>NATRONA COUNTY OFFIC - Total For Police Administration</i>			\$114,721.06
NATRONA COUNTY OFFIC	Water Tanks	Natrona County Conservation District Fundin	\$10,000.00
<i>NATRONA COUNTY OFFIC - Total For Water Tanks</i>			\$10,000.00

NATRONA COUNTY OFFIC	WWTP Operations	Natrona County Conservation District Fundin	\$30,000.00
<i>NATRONA COUNTY OFFIC - Total For WWTP Operations</i>			<i>\$30,000.00</i>
NATRONA COUNTY OFFIC - ALL DEPARTMENTS			\$154,721.06

NCL OF WISCONSIN INC

NCL OF WISCONSIN INC	WWTP Operations	NITRATE STD, NITRITE STD	\$79.98
<i>NCL OF WISCONSIN INC - Total For WWTP Operations</i>			<i>\$79.98</i>
NCL OF WISCONSIN INC - ALL DEPARTMENTS			\$79.98

NEWSLETTER PUBLICATI

NEWSLETTER PUBLICATI	Police Administration	MISCELLANEOUS PUBLISHING & PRINTING	\$159.00
<i>NEWSLETTER PUBLICATI - Total For Police Administration</i>			<i>\$159.00</i>
NEWSLETTER PUBLICATI - ALL DEPARTMENTS			\$159.00

NFPA NATL FIRE PROTE

NFPA NATL FIRE PROTE	Fire-EMS Prevent & Inspect	NFPA 13 and NFPA 25 Books	\$168.35
<i>NFPA NATL FIRE PROTE - Total For Fire-EMS Prevent & Inspect</i>			<i>\$168.35</i>
NFPA NATL FIRE PROTE	Fire-EMS Training	Copy of NFPA Standard	\$56.25
NFPA NATL FIRE PROTE	Fire-EMS Training	Hard copy of NFPA 1006	\$78.35
<i>NFPA NATL FIRE PROTE - Total For Fire-EMS Training</i>			<i>\$134.60</i>
NFPA NATL FIRE PROTE - ALL DEPARTMENTS			\$302.95

NIGHTFORCE OPTICS IN

NIGHTFORCE OPTICS IN	Police Career Services	SPORTING GOODS STORES	\$7,322.00
<i>NIGHTFORCE OPTICS IN - Total For Police Career Services</i>			<i>\$7,322.00</i>
NIGHTFORCE OPTICS IN - ALL DEPARTMENTS			\$7,322.00

NORCO, INC.

NORCO, INC.	Balefill - Disposal & Landfill	Snaphook steel carabiner, harness, battery	\$806.38
NORCO, INC.	Balefill - Disposal & Landfill	Extension cords & safety glasses	\$308.16
<i>NORCO, INC. - Total For Balefill - Disposal & Landfill</i>			<i>\$1,114.54</i>
NORCO, INC.	Balefill - Diversion & Special	Explosion proof sensor	\$257.65

<i>NORCO, INC. - Total For Balefill - Diversion & Special</i>			\$257.65
NORCO, INC.	Buildings & Structures Fund	Paper towels	\$385.84
NORCO, INC.	Buildings & Structures Fund	Bathroom tissue, garbage bags, magnetic to	\$293.62
<i>NORCO, INC. - Total For Buildings & Structures Fund</i>			\$679.46
NORCO, INC.	Fire-EMS Operations	EMS Gloves	\$192.30
NORCO, INC.	Fire-EMS Operations	EMS Gloves	\$807.66
<i>NORCO, INC. - Total For Fire-EMS Operations</i>			\$999.96
NORCO, INC.	Parks - Special Areas	safety gloves for spraying special areas	\$38.24
<i>NORCO, INC. - Total For Parks - Special Areas</i>			\$38.24
NORCO, INC.	Regional Water Operations	Safety Supplies - Respirators & Harnesses	\$1,537.45
<i>NORCO, INC. - Total For Regional Water Operations</i>			\$1,537.45
NORCO, INC.	Sewer Wastewater Collection	safety supplies	\$230.48
<i>NORCO, INC. - Total For Sewer Wastewater Collection</i>			\$230.48
NORCO, INC.	Water Distribution	Air monitor	\$1,195.00
NORCO, INC.	Water Distribution	LEL SENSOR CREDIT	(\$118.99)
<i>NORCO, INC. - Total For Water Distribution</i>			\$1,076.01
NORCO, INC. - ALL DEPARTMENTS			\$5,933.79

NORTHERN LIGHTS MANU

NORTHERN LIGHTS MANU	Fleet Maintenance Fund	Remove / replace piping & fittings	\$10,100.00
<i>NORTHERN LIGHTS MANU - Total For Fleet Maintenance Fund</i>			\$10,100.00
NORTHERN LIGHTS MANU	Refuse - Recycling	Replacement of metal plate	\$950.00
<i>NORTHERN LIGHTS MANU - Total For Refuse - Recycling</i>			\$950.00
NORTHERN LIGHTS MANU	Refuse - Residential	Installation of air conditioner	\$1,200.00
<i>NORTHERN LIGHTS MANU - Total For Refuse - Residential</i>			\$1,200.00
NORTHERN LIGHTS MANU - ALL DEPARTMENTS			\$12,250.00

NORTHROP BOILER WORK

NORTHROP BOILER WORK	WWTP Operations	BOILER CLEANING SUPPLIES, STEM COVERS	\$171.50
NORTHROP BOILER WORK	WWTP Operations	W&D BOILER SIGHTGLASS	\$95.70
<i>NORTHROP BOILER WORK - Total For WWTP Operations</i>			\$267.20
NORTHROP BOILER WORK - ALL DEPARTMENTS			\$267.20

NORTHWEST CONTRACTOR

NORTHWEST CONTRACTOR	Balefill - Disposal & Landfill	Floor squeegee & wood handle	\$131.04
<i>NORTHWEST CONTRACTOR - Total For Balefill - Disposal & Landfill</i>			<i>\$131.04</i>
NORTHWEST CONTRACTOR	Buildings & Structures Fund	Safety Supplies for BAS - NW Contractors Sup	\$9.50
<i>NORTHWEST CONTRACTOR - Total For Buildings & Structures Fund</i>			<i>\$9.50</i>
NORTHWEST CONTRACTOR	Hogadon - Operations	Climbing harness Kristin, New Impact Driver	\$618.00
NORTHWEST CONTRACTOR	Hogadon - Operations	Climbing harness Kristin, New Impact Driver	\$203.26
<i>NORTHWEST CONTRACTOR - Total For Hogadon - Operations</i>			<i>\$821.26</i>
NORTHWEST CONTRACTOR	Refuse - Recycling	Lifting chain	\$48.00
<i>NORTHWEST CONTRACTOR - Total For Refuse - Recycling</i>			<i>\$48.00</i>
NORTHWEST CONTRACTOR	Water Distribution	Locate flags & paint	\$812.18
<i>NORTHWEST CONTRACTOR - Total For Water Distribution</i>			<i>\$812.18</i>
NORTHWEST CONTRACTOR	WWTP Regional Interceptors	Riverwest ARV fittings	\$12.96
<i>NORTHWEST CONTRACTOR - Total For WWTP Regional Interceptors</i>			<i>\$12.96</i>
NORTHWEST CONTRACTOR - ALL DEPARTMENTS			\$1,834.94

NPCA.NET

NPCA.NET	Police Career Services	MEMBERSHIP ORGANIZATIONS NOT ELSEWH	\$660.00
<i>NPCA.NET - Total For Police Career Services</i>			<i>\$660.00</i>
NPCA.NET - ALL DEPARTMENTS			\$660.00

OCCAM VIDEO SOLUTION

OCCAM VIDEO SOLUTION	Police Administration	Dongle license support - 1year renewal	\$1,995.00
<i>OCCAM VIDEO SOLUTION - Total For Police Administration</i>			<i>\$1,995.00</i>
OCCAM VIDEO SOLUTION - ALL DEPARTMENTS			\$1,995.00

OFFICE DEPOT

OFFICE DEPOT	Human Resources	2 boxes blue file folders with 2 dividers and f	\$64.80
<i>OFFICE DEPOT - Total For Human Resources</i>			<i>\$64.80</i>
OFFICE DEPOT - ALL DEPARTMENTS			\$64.80

O'REILLY AUTO PARTS

O'REILLY AUTO PARTS	Balefill - Baler Processing	BALER SUPPLIES	\$53.90
<i>O'REILLY AUTO PARTS - Total For Balefill - Baler Processing</i>			<i>\$53.90</i>
O'REILLY AUTO PARTS	Fire-EMS Operations	Starting fluid, truck wash and spray wax	\$60.23
<i>O'REILLY AUTO PARTS - Total For Fire-EMS Operations</i>			<i>\$60.23</i>
O'REILLY AUTO PARTS - ALL DEPARTMENTS			\$114.13

ORIGINAL WATERMEN IN

ORIGINAL WATERMEN IN	Aquatics - Concessions	Women's Lifeguard Swim Suits	\$331.09
<i>ORIGINAL WATERMEN IN - Total For Aquatics - Concessions</i>			<i>\$331.09</i>
ORIGINAL WATERMEN IN	Aquatics - Operations	Women's Lifeguard Swim Suits	\$638.90
<i>ORIGINAL WATERMEN IN - Total For Aquatics - Operations</i>			<i>\$638.90</i>
ORIGINAL WATERMEN IN	Aquatics - Pool	Women's Lifeguard Swim Suits	\$1,420.60
<i>ORIGINAL WATERMEN IN - Total For Aquatics - Pool</i>			<i>\$1,420.60</i>
ORIGINAL WATERMEN IN - ALL DEPARTMENTS			\$2,390.59

OVERHEAD DOOR CO

OVERHEAD DOOR CO	Buildings & Structures Fund	Garage door repair	\$205.58
<i>OVERHEAD DOOR CO - Total For Buildings & Structures Fund</i>			<i>\$205.58</i>
OVERHEAD DOOR CO - ALL DEPARTMENTS			\$205.58

OVERHEAD DOOR OF CAS

OVERHEAD DOOR OF CAS	Buildings & Structures Fund	OH Door repair supplies for Fire 3 - Overhead	\$87.04
<i>OVERHEAD DOOR OF CAS - Total For Buildings & Structures Fund</i>			<i>\$87.04</i>
OVERHEAD DOOR OF CAS - ALL DEPARTMENTS			\$87.04

PACIFIC HIDE & FUR

PACIFIC HIDE & FUR	Refuse - Commercial	Angle, round & round tube steel	\$453.87
<i>PACIFIC HIDE & FUR - Total For Refuse - Commercial</i>			<i>\$453.87</i>
PACIFIC HIDE & FUR - ALL DEPARTMENTS			\$453.87

PACIFIC STEEL BRANCH

PACIFIC STEEL BRANCH	Parks - Parks Maint.	Materials for parks shelter	\$1,264.41
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<i>PACIFIC STEEL BRANCH - Total For Parks - Parks Maint.</i>			\$1,264.41
PACIFIC STEEL BRANCH - ALL DEPARTMENTS			\$1,264.41

PAYPAL CPOWYOMINGL

PAYPAL CPOWYOMINGL	Aquatics - Operations	CPO Class for Ace	\$360.00
<i>PAYPAL CPOWYOMINGL - Total For Aquatics - Operations</i>			<i>\$360.00</i>
PAYPAL CPOWYOMINGL - ALL DEPARTMENTS			\$360.00

PAYPAL MKBURGE

PAYPAL MKBURGE	Police Investigations	PROFESSIONAL SERVICES NOT ELSEWHERE C	\$155.00
<i>PAYPAL MKBURGE - Total For Police Investigations</i>			<i>\$155.00</i>
PAYPAL MKBURGE - ALL DEPARTMENTS			\$155.00

PAYPAL PHOTOGRAPHY

PAYPAL PHOTOGRAPHY	General Fund Revenue	Purchased books from photographer for resa	\$87.55
<i>PAYPAL PHOTOGRAPHY - Total For General Fund Revenue</i>			<i>\$87.55</i>
PAYPAL PHOTOGRAPHY - ALL DEPARTMENTS			\$87.55

PCN STRATEGIES INC

PCN STRATEGIES INC	Metro Animal Shelter	Body cam master dock	\$204.98
<i>PCN STRATEGIES INC - Total For Metro Animal Shelter</i>			<i>\$204.98</i>
PCN STRATEGIES INC - ALL DEPARTMENTS			\$204.98

PEAVEY CORP.

PEAVEY CORP.	Police Investigations	BUSINESS SERVICES NOT ELSEWHERE CLASSI	\$407.55
<i>PEAVEY CORP. - Total For Police Investigations</i>			<i>\$407.55</i>
PEAVEY CORP. - ALL DEPARTMENTS			\$407.55

PETCO 1456

PETCO 1456	Metro Animal Shelter	PET SHOPS-PET FOOD AND SUPPLY STORES	\$21.97
<i>PETCO 1456 - Total For Metro Animal Shelter</i>			<i>\$21.97</i>

PETCO 1456 - ALL DEPARTMENTS \$21.97

PETSMART #3082

PETSMART #3082	Metro Animal Shelter	PET SHOPS-PET FOOD AND SUPPLY STORES	\$105.13
PETSMART #3082	Metro Animal Shelter	PET SHOPS-PET FOOD AND SUPPLY STORES	\$46.49
PETSMART #3082	Metro Animal Shelter	PET SHOPS-PET FOOD AND SUPPLY STORES	\$107.66
PETSMART #3082	Metro Animal Shelter	PET SHOPS-PET FOOD AND SUPPLY STORES	\$83.74
PETSMART #3082	Metro Animal Shelter	PET SHOPS-PET FOOD AND SUPPLY STORES	\$27.98

PETSMART #3082 - Total For Metro Animal Shelter \$371.00

PETSMART #3082 - ALL DEPARTMENTS \$371.00

PHILLIPS 66 - FLAT C

PHILLIPS 66 - FLAT C	Police Career Services	SERVICE STATIONS	\$45.00
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PHILLIPS 66 - FLAT C - Total For Police Career Services \$45.00

PHILLIPS 66 - FLAT C - ALL DEPARTMENTS \$45.00

PICK UP STIX

PICK UP STIX	Balefill - Disposal & Landfill	TRAVEL AND TRAINING	\$22.80
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PICK UP STIX - Total For Balefill - Disposal & Landfill \$22.80

PICK UP STIX - ALL DEPARTMENTS \$22.80

PIZZA RANCH - CASPER

PIZZA RANCH - CASPER	Balefill - Disposal & Landfill	CUSTOMER TOUR AND PROVIDED LUNCH	\$65.96
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PIZZA RANCH - CASPER - Total For Balefill - Disposal & Landfill \$65.96

PIZZA RANCH - CASPER - ALL DEPARTMENTS \$65.96

POLICE RECORDS MGMT

POLICE RECORDS MGMT	Police Career Services	MANAGEMENT, CONSULTING AND PUBLIC R	\$159.00
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POLICE RECORDS MGMT - Total For Police Career Services \$159.00

POLICE RECORDS MGMT - ALL DEPARTMENTS \$159.00

POLICESTORE.COM

POLICESTORE.COM	Police Career Services	SPORTING GOODS STORES	\$2,258.99
<i>POLICESTORE.COM - Total For Police Career Services</i>			<i>\$2,258.99</i>
POLICESTORE.COM - ALL DEPARTMENTS			\$2,258.99

POPEYES 11294

POPEYES 11294	Balefill - Disposal & Landfill	TRAVEL AND TRAINING	\$14.08
<i>POPEYES 11294 - Total For Balefill - Disposal & Landfill</i>			<i>\$14.08</i>
POPEYES 11294 - ALL DEPARTMENTS			\$14.08

POSTAL PROS, INC.

POSTAL PROS, INC.	Customer Service	E-Statements, Web Posting, E-Payments, etc	\$2,889.72
POSTAL PROS, INC.	Customer Service	Mailing / postage service	\$555.83
POSTAL PROS, INC.	Customer Service	Printing / mailing / postage service	\$3,665.16
POSTAL PROS, INC.	Customer Service	Printing / mailing / postage service	\$3,785.68
POSTAL PROS, INC.	Customer Service	E-Statements, Web Posting, E-Payments, etc	\$3,032.11
<i>POSTAL PROS, INC. - Total For Customer Service</i>			<i>\$13,928.50</i>
POSTAL PROS, INC.	Water Revenue and Transfers	E-Statements, Web Posting, E-Payments, etc	\$1,431.00
POSTAL PROS, INC.	Water Revenue and Transfers	E-Statements, Web Posting, E-Payments, etc	\$1,321.50
<i>POSTAL PROS, INC. - Total For Water Revenue and Transfers</i>			<i>\$2,752.50</i>
POSTAL PROS, INC. - ALL DEPARTMENTS			\$16,681.00

POWER EQUIPMENT CORP

POWER EQUIPMENT CORP	Capital Projects Fund	Replace Streets Unit 70971 Rubber Tire Rolle	\$80,252.00
<i>POWER EQUIPMENT CORP - Total For Capital Projects Fund</i>			<i>\$80,252.00</i>
POWER EQUIPMENT CORP - ALL DEPARTMENTS			\$80,252.00

POWERPHONE INC

POWERPHONE INC	Public Safety Communication Software & system maintenance - 9/29/21 t		\$6,187.50
<i>POWERPHONE INC - Total For Public Safety Communications</i>			<i>\$6,187.50</i>
POWERPHONE INC - ALL DEPARTMENTS			\$6,187.50

PRISTINE AUTO SOLUTI

PRISTINE AUTO SOLUTI	Police Administration	CAR WASHES	\$160.00
<i>PRISTINE AUTO SOLUTI - Total For Police Administration</i>			<i>\$160.00</i>
PRISTINE AUTO SOLUTI - ALL DEPARTMENTS			\$160.00

QDOBA 2895

QDOBA 2895	Human Resources	Catered lunch for meeting	\$160.00
<i>QDOBA 2895 - Total For Human Resources</i>			<i>\$160.00</i>
QDOBA 2895 - ALL DEPARTMENTS			\$160.00

QT 606

QT 606	Police Career Services	AUTOMATED FUEL DISPENSERS	\$44.35
<i>QT 606 - Total For Police Career Services</i>			<i>\$44.35</i>
QT 606 - ALL DEPARTMENTS			\$44.35

QUALITY OFFICE SOLUT

QUALITY OFFICE SOLUT	Engineering	STATIONERY,OFFICE SUPPLIES,PRINTING AN	\$109.11
<i>QUALITY OFFICE SOLUT - Total For Engineering</i>			<i>\$109.11</i>
QUALITY OFFICE SOLUT - ALL DEPARTMENTS			\$109.11

RAMADA INNS

RAMADA INNS	Police Career Services	RAMADA INNS	\$178.54
RAMADA INNS	Police Career Services	RAMADA INNS	\$178.54
RAMADA INNS	Police Career Services	RAMADA INNS	\$178.54
RAMADA INNS	Police Career Services	RAMADA INNS	\$178.54
<i>RAMADA INNS - Total For Police Career Services</i>			<i>\$714.16</i>
RAMADA INNS	Police Federal Grants	RAMADA INNS	\$267.81
RAMADA INNS	Police Federal Grants	RAMADA INNS	\$267.81
<i>RAMADA INNS - Total For Police Federal Grants</i>			<i>\$535.62</i>
RAMADA INNS - ALL DEPARTMENTS			\$1,249.78

RANDY DAY

RANDY DAY	Capital Projects Fund	Replace steel gutter	\$1,320.00
<i>RANDY DAY - Total For Capital Projects Fund</i>			<i>\$1,320.00</i>
RANDY DAY - ALL DEPARTMENTS			\$1,320.00

RAPID FIRE PROTECTIO

RAPID FIRE PROTECTIO	Balefill - Baler Processing	Service call - fire suppression repair	\$285.00
<i>RAPID FIRE PROTECTIO - Total For Balefill - Baler Processing</i>			<i>\$285.00</i>
RAPID FIRE PROTECTIO	Balefill - Disposal & Landfill	Repair of fire suppression	\$1,195.00
<i>RAPID FIRE PROTECTIO - Total For Balefill - Disposal & Landfill</i>			<i>\$1,195.00</i>
RAPID FIRE PROTECTIO	Balefill - Diversion & Special	Service call - fire suppression repair	\$285.00
<i>RAPID FIRE PROTECTIO - Total For Balefill - Diversion & Special</i>			<i>\$285.00</i>
RAPID FIRE PROTECTIO - ALL DEPARTMENTS			\$1,765.00

RBK CONSTRUCTION

RBK CONSTRUCTION	Water Revenue and Transfers		\$16.62
<i>RBK CONSTRUCTION - Total For Water Revenue and Transfers</i>			<i>\$16.62</i>
RBK CONSTRUCTION - ALL DEPARTMENTS			\$16.62

REEVES COMPANY INC

REEVES COMPANY INC	Police Career Services	HARDWARE EQUIPMENT AND SUPPLIES	\$3,537.20
<i>REEVES COMPANY INC - Total For Police Career Services</i>			<i>\$3,537.20</i>
REEVES COMPANY INC - ALL DEPARTMENTS			\$3,537.20

RESIDENCE INN

RESIDENCE INN	Police Career Services	RESIDENCE INN	\$460.00
<i>RESIDENCE INN - Total For Police Career Services</i>			<i>\$460.00</i>
RESIDENCE INN - ALL DEPARTMENTS			\$460.00

RESPOND FIRST AID OF

RESPOND FIRST AID OF	Weed & Pest Fund	First Aid Kit supplies	\$99.25
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<i>RESPOND FIRST AID OF - Total For Weed & Pest Fund</i>			\$99.25
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RESPOND FIRST AID OF - ALL DEPARTMENTS			\$99.25
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REXEL 3212

REXEL 3212	Buildings & Structures Fund	HVAC Supplies for Fire 1 - Rexel	\$34.12
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<i>REXEL 3212 - Total For Buildings & Structures Fund</i>			\$34.12
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REXEL 3212 - ALL DEPARTMENTS			\$34.12
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REXEL USA INC

REXEL USA INC	WWTP Operations	Port managed switch	\$3,083.27
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<i>REXEL USA INC - Total For WWTP Operations</i>			\$3,083.27
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REXEL USA INC - ALL DEPARTMENTS			\$3,083.27
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RGP DBA- TRUGREEN

RGP DBA- TRUGREEN	Balefill - Disposal & Landfill	SW TRANSFER STATION LANDSCAPE AREAS	\$307.84
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RGP DBA- TRUGREEN	Balefill - Disposal & Landfill	RECYCLE DEPOT WEED AND FERTILIZE	\$385.00
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<i>RGP DBA- TRUGREEN - Total For Balefill - Disposal & Landfill</i>			\$692.84
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RGP DBA- TRUGREEN - ALL DEPARTMENTS			\$692.84
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RICOH USA INC

RICOH USA INC	Code Enforcement	Copier usage charge	\$525.13
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<i>RICOH USA INC - Total For Code Enforcement</i>			\$525.13
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RICOH USA INC - ALL DEPARTMENTS			\$525.13
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RIDGELINE FRONT DESK

RIDGELINE FRONT DESK	WWTP Pretreatment	HOTEL R8PA CONFERENCE	\$372.00
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RIDGELINE FRONT DESK	WWTP Pretreatment	HOTEL R8PA CONFERENCE	\$372.00
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<i>RIDGELINE FRONT DESK - Total For WWTP Pretreatment</i>			\$744.00
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RIDGELINE FRONT DESK - ALL DEPARTMENTS			\$744.00
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RINK SYSTEMS

RINK SYSTEMS	Ice Arena - Operations	Zamboni Door Bar Slide Parts	\$126.10
<i>RINK SYSTEMS - Total For Ice Arena - Operations</i>			<i>\$126.10</i>
RINK SYSTEMS - ALL DEPARTMENTS			\$126.10

RJ'S CARPET CLEANING

RJ'S CARPET CLEANING	Balefill - Disposal & Landfill	CARPET AND UPHOLSTERY CLEANING	\$680.00
<i>RJ'S CARPET CLEANING - Total For Balefill - Disposal & Landfill</i>			<i>\$680.00</i>
RJ'S CARPET CLEANING - ALL DEPARTMENTS			\$680.00

Rocky Mountain

Rocky Mountain	Regional Water Operations	Cryogenic labor	\$166.00
Rocky Mountain	Regional Water Operations	Oxygen - Chemicals	\$4,082.68
Rocky Mountain	Regional Water Operations	Oxygen - Bulk Chemicals	\$4,111.45
<i>Rocky Mountain - Total For Regional Water Operations</i>			<i>\$8,360.13</i>
Rocky Mountain	Water Distribution	Monthly rental	\$24.60
<i>Rocky Mountain - Total For Water Distribution</i>			<i>\$24.60</i>
Rocky Mountain - ALL DEPARTMENTS			\$8,384.73

ROCKY MOUNTAIN POWER

ROCKY MOUNTAIN POWER	Ash Street Building	Acct #54730761-154 1	\$290.69
<i>ROCKY MOUNTAIN POWER - Total For Ash Street Building</i>			<i>\$290.69</i>
ROCKY MOUNTAIN POWER	Balefill - Disposal & Landfill	Acct #54730761-090 7	\$10,703.78
ROCKY MOUNTAIN POWER	Balefill - Disposal & Landfill	Acct #54730761-139 2	\$394.91
<i>ROCKY MOUNTAIN POWER - Total For Balefill - Disposal & Landfill</i>			<i>\$11,098.69</i>
ROCKY MOUNTAIN POWER	Casper Business Center	Acct #54730761-159 0	\$3,640.50
<i>ROCKY MOUNTAIN POWER - Total For Casper Business Center</i>			<i>\$3,640.50</i>
ROCKY MOUNTAIN POWER	Fire-EMS Administration	Acct #60445507-008 5	\$752.43
ROCKY MOUNTAIN POWER	Fire-EMS Administration	Acct #54730761-097 2	\$2,096.37
ROCKY MOUNTAIN POWER	Fire-EMS Administration	Acct #54730761-141 8	\$730.88
<i>ROCKY MOUNTAIN POWER - Total For Fire-EMS Administration</i>			<i>\$3,579.68</i>
ROCKY MOUNTAIN POWER	Ft. Caspar Museum	Acct #54730761-098 0	\$541.72
<i>ROCKY MOUNTAIN POWER - Total For Ft. Caspar Museum</i>			<i>\$541.72</i>
ROCKY MOUNTAIN POWER	Hogadon - Operations	Acct #54730761-100 4	\$3,394.20

<i>ROCKY MOUNTAIN POWER - Total For Hogadon - Operations</i>			\$3,394.20
ROCKY MOUNTAIN POWER	Parks - Athletic Maint.	Acct #54730761-131 9	\$1,803.45
<i>ROCKY MOUNTAIN POWER - Total For Parks - Athletic Maint.</i>			\$1,803.45
ROCKY MOUNTAIN POWER	Parks - Parks Maint.	Acct #54730761-103 8	\$2,879.88
<i>ROCKY MOUNTAIN POWER - Total For Parks - Parks Maint.</i>			\$2,879.88
ROCKY MOUNTAIN POWER	Parks - Special Areas	Acct #54730761-148 3	\$54.90
<i>ROCKY MOUNTAIN POWER - Total For Parks - Special Areas</i>			\$54.90
ROCKY MOUNTAIN POWER	Regional Water Operations	Acct #60931133-018 5	\$2,711.40
ROCKY MOUNTAIN POWER	Regional Water Operations	RIN0030864	\$24.72
ROCKY MOUNTAIN POWER	Regional Water Operations	Acct #60931133-004 5	\$26.18
ROCKY MOUNTAIN POWER	Regional Water Operations	Acct #60931133-002 9	\$89.57
ROCKY MOUNTAIN POWER	Regional Water Operations	Acct #60931133-013 6	\$63.17
ROCKY MOUNTAIN POWER	Regional Water Operations	Acct #60931133-009 4	\$23,261.60
<i>ROCKY MOUNTAIN POWER - Total For Regional Water Operations</i>			\$26,176.64
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Acct #60931133-002 7	\$25.24
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Acct #60931133-025 0	\$1,953.82
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Acct #60931133-026 8	\$96.20
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Acct #Acct #60931133-008 6	\$197.08
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Acct #60931133-009 4	\$1,896.02
<i>ROCKY MOUNTAIN POWER - Total For RWS - Booster Stations</i>			\$4,168.36
ROCKY MOUNTAIN POWER	Traffic Control	Acct #54730761-106 1	\$46,748.98
<i>ROCKY MOUNTAIN POWER - Total For Traffic Control</i>			\$46,748.98
ROCKY MOUNTAIN POWER	Water Tanks	Acct #54730761-107 9	\$19,108.57
<i>ROCKY MOUNTAIN POWER - Total For Water Tanks</i>			\$19,108.57
ROCKY MOUNTAIN POWER	WWTP Operations	Acct #54730761-004 8	\$199.47
ROCKY MOUNTAIN POWER	WWTP Operations	Acct #54730761-108 7	\$24,763.20
<i>ROCKY MOUNTAIN POWER - Total For WWTP Operations</i>			\$24,962.67
ROCKY MOUNTAIN POWER - ALL DEPARTMENTS			\$148,448.93

ROCKY MT ANIMAL HOSP

ROCKY MT ANIMAL HOSP	Metro Animal Shelter	Veterinary service	\$142.45
ROCKY MT ANIMAL HOSP	Metro Animal Shelter	Veterinary service	\$239.18
<i>ROCKY MT ANIMAL HOSP - Total For Metro Animal Shelter</i>			\$381.63
ROCKY MT ANIMAL HOSP - ALL DEPARTMENTS			\$381.63

Router

Router	Parks - Parks Maint.	Porta-John from R&R	\$227.25
Router	Parks - Parks Maint.	Porta-John from R&R	\$80.00
Router	Parks - Parks Maint.	Porta-John from R&R	\$104.40
Router	Parks - Parks Maint.	Porta-John from R&R	\$853.65
Router	Parks - Parks Maint.	Porta-John from R&R	\$433.24
Router	Parks - Parks Maint.	Porta-John from R&R	\$104.40
Router	Parks - Parks Maint.	Porta-John from R&R	\$331.65
Router	Parks - Parks Maint.	Porta-John from R&R	\$331.65
Router	Parks - Parks Maint.	Porta-John from R&R	\$162.28
Router	Parks - Parks Maint.	Porta-John from R&R	\$162.28
Router	Parks - Parks Maint.	Porta-John from R&R	\$227.25
Router	Parks - Parks Maint.	Porta-John from R&R	\$67.78
Router	Parks - Parks Maint.	Porta-John from R&R	\$331.65
Router	Parks - Parks Maint.	Porta-John from R&R	\$227.25
Router	Parks - Parks Maint.	Porta-John from R&R	\$104.40
Router	Parks - Parks Maint.	Porta-John from R&R	\$104.40
Router	Parks - Parks Maint.	Porta-John from R&R	\$540.45
Router	Parks - Parks Maint.	Porta-John from R&R	\$208.80
Router	Parks - Parks Maint.	Porta-John from R&R	\$331.65

Router - Total For Parks - Parks Maint.

\$4,934.43

Router - ALL DEPARTMENTS

\$4,934.43

ROTHHAMMER INTERNATI

ROTHHAMMER INTERNATI	Aquatics - Pool	Nose Clips for Outdoor Pools	\$89.88
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ROTHHAMMER INTERNATI - Total For Aquatics - Pool

\$89.88

ROTHHAMMER INTERNATI - ALL DEPARTMENTS

\$89.88

RS HUGHES CO INC

RS HUGHES CO INC	Fire-EMS Operations	Epoxy for labels for new SCBA bottles	\$145.44
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RS HUGHES CO INC - Total For Fire-EMS Operations

\$145.44

RS HUGHES CO INC - ALL DEPARTMENTS

\$145.44

S&S WORLDWIDE,

S&S WORLDWIDE,	Rec Center - Classes	Summer Camp Supplies CRC Games and Craf	\$920.82
<i>S&S WORLDWIDE, - Total For Rec Center - Classes</i>			<i>\$920.82</i>
S&S WORLDWIDE, - ALL DEPARTMENTS			\$920.82

SAFEWAY FUEL2761

SAFEWAY FUEL2761	Police Career Services	AUTOMATED FUEL DISPENSERS	\$42.57
<i>SAFEWAY FUEL2761 - Total For Police Career Services</i>			<i>\$42.57</i>
SAFEWAY FUEL2761 - ALL DEPARTMENTS			\$42.57

SAMS CLUB #6425

SAMS CLUB #6425	Code Enforcement	WHOLESALE CLUBS	\$33.54
<i>SAMS CLUB #6425 - Total For Code Enforcement</i>			<i>\$33.54</i>
SAMS CLUB #6425	Fire-EMS Operations	Fire Admin Supplies	\$34.40
SAMS CLUB #6425	Fire-EMS Operations	Batteries for Station 1	\$33.96
SAMS CLUB #6425	Fire-EMS Operations	Station Supplies - St. 5	\$423.85
SAMS CLUB #6425	Fire-EMS Operations	Items Purchased and later credited - The onl	\$16.26
<i>SAMS CLUB #6425 - Total For Fire-EMS Operations</i>			<i>\$508.47</i>
SAMS CLUB #6425	Fleet Maintenance Fund	COFFEE, WIPES, DAWN, TISSUES	\$49.06
<i>SAMS CLUB #6425 - Total For Fleet Maintenance Fund</i>			<i>\$49.06</i>
SAMS CLUB #6425	Ice Arena - Concessions	CONCESSION - Resale	\$304.75
<i>SAMS CLUB #6425 - Total For Ice Arena - Concessions</i>			<i>\$304.75</i>
SAMS CLUB #6425	Police Grants Fund	WHOLESALE CLUBS	\$29.94
<i>SAMS CLUB #6425 - Total For Police Grants Fund</i>			<i>\$29.94</i>
SAMS CLUB #6425	Rec Center - Classes	Kleenex tissues, ziploc bags; customer care a	\$32.25
<i>SAMS CLUB #6425 - Total For Rec Center - Classes</i>			<i>\$32.25</i>
SAMS CLUB #6425	Rec Center - Operations	Kleenex tissues, ziploc bags; customer care a	\$33.96
<i>SAMS CLUB #6425 - Total For Rec Center - Operations</i>			<i>\$33.96</i>
SAMS CLUB #6425	Water Distribution	Office/shop supplies	\$432.52
<i>SAMS CLUB #6425 - Total For Water Distribution</i>			<i>\$432.52</i>
SAMS CLUB #6425 - ALL DEPARTMENTS			\$1,424.49

SAMS MEMBERSHIP

SAMS MEMBERSHIP	Fire-EMS Administration	Annual club membership	\$100.00
SAMS MEMBERSHIP	Fire-EMS Administration	Annual club membership	\$100.00
<i>SAMS MEMBERSHIP - Total For Fire-EMS Administration</i>			<i>\$200.00</i>
SAMS MEMBERSHIP - ALL DEPARTMENTS			\$200.00

SAMSCLUB #6425

SAMSCLUB #6425	Balefill - Diversion & Special	COFFEE SWF	\$49.96
<i>SAMSCLUB #6425 - Total For Balefill - Diversion & Special</i>			<i>\$49.96</i>
SAMSCLUB #6425	Fire-EMS Administration	Admin Supplies	\$83.96
<i>SAMSCLUB #6425 - Total For Fire-EMS Administration</i>			<i>\$83.96</i>
SAMSCLUB #6425	Fire-EMS Operations	Credit for a purchase made by mistake	(\$16.26)
SAMSCLUB #6425	Fire-EMS Operations	Towel Dispensers for St. 1	\$178.90
<i>SAMSCLUB #6425 - Total For Fire-EMS Operations</i>			<i>\$162.64</i>
SAMSCLUB #6425	Golf - Operations	Golf Shop Supplies	\$221.50
<i>SAMSCLUB #6425 - Total For Golf - Operations</i>			<i>\$221.50</i>
SAMSCLUB #6425	Police Administration	WHOLESALE CLUBS	\$1,152.16
<i>SAMSCLUB #6425 - Total For Police Administration</i>			<i>\$1,152.16</i>
SAMSCLUB #6425	Police Career Services	WHOLESALE CLUBS	\$207.36
<i>SAMSCLUB #6425 - Total For Police Career Services</i>			<i>\$207.36</i>
SAMSCLUB #6425	Police Investigations	WHOLESALE CLUBS	\$292.86
<i>SAMSCLUB #6425 - Total For Police Investigations</i>			<i>\$292.86</i>
SAMSCLUB #6425	Public Safety Communication	WHOLESALE CLUBS	\$23.52
SAMSCLUB #6425	Public Safety Communication	WHOLESALE CLUBS	\$54.92
<i>SAMSCLUB #6425 - Total For Public Safety Communications</i>			<i>\$78.44</i>
SAMSCLUB #6425	Rec Center - Classes	Friday at Rec Snacks; Laundry Detergent for	\$60.32
<i>SAMSCLUB #6425 - Total For Rec Center - Classes</i>			<i>\$60.32</i>
SAMSCLUB #6425	Rec Center - Operations	Friday at Rec Snacks; Laundry Detergent for	\$15.62
<i>SAMSCLUB #6425 - Total For Rec Center - Operations</i>			<i>\$15.62</i>
SAMSCLUB #6425	Risk Management	WHOLESALE CLUBS Risk Wins Breakfast	\$26.66
<i>SAMSCLUB #6425 - Total For Risk Management</i>			<i>\$26.66</i>
SAMSCLUB #6425 - ALL DEPARTMENTS			\$2,351.48

SAMSCLUB.COM

SAMSCLUB.COM	Balefill - Disposal & Landfill	JANITORIAL SUPPLIES	\$194.88
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<i>SAMSCLUB.COM - Total For Balefill - Disposal & Landfill</i>			<i>\$194.88</i>
SAMSCLUB.COM	Balefill - Diversion & Special	SPECIAL WASTE FACILITY SUPPLIES	\$13.56
<i>SAMSCLUB.COM - Total For Balefill - Diversion & Special</i>			<i>\$13.56</i>
SAMSCLUB.COM	Fire-EMS Operations	Station Supplies	\$363.18
<i>SAMSCLUB.COM - Total For Fire-EMS Operations</i>			<i>\$363.18</i>
SAMSCLUB.COM	Refuse - Commercial	LANDFILL SUPPLIES	\$70.62
<i>SAMSCLUB.COM - Total For Refuse - Commercial</i>			<i>\$70.62</i>
SAMSCLUB.COM - ALL DEPARTMENTS			\$642.24

SCOTT ENVIRONMENTAL

SCOTT ENVIRONMENTAL	Fire-EMS Operations	Mold investigation	\$640.00
SCOTT ENVIRONMENTAL	Fire-EMS Operations	Mold investigation	\$600.00
SCOTT ENVIRONMENTAL	Fire-EMS Operations	Mold investigation	\$640.00
<i>SCOTT ENVIRONMENTAL - Total For Fire-EMS Operations</i>			<i>\$1,880.00</i>
SCOTT ENVIRONMENTAL - ALL DEPARTMENTS			\$1,880.00

SEA-WESTERN INC

SEA-WESTERN INC	Fire-EMS Operations	Spare Masks	\$3,832.10
<i>SEA-WESTERN INC - Total For Fire-EMS Operations</i>			<i>\$3,832.10</i>
SEA-WESTERN INC - ALL DEPARTMENTS			\$3,832.10

SETON IDENTIFICATION

SETON IDENTIFICATION	Police Administration	DURABLE GOODS,NOT ELSEWHERE CLASSIFI	\$52.58
SETON IDENTIFICATION	Police Administration	DURABLE GOODS,NOT ELSEWHERE CLASSIFI	\$2,142.42
<i>SETON IDENTIFICATION - Total For Police Administration</i>			<i>\$2,195.00</i>
SETON IDENTIFICATION - ALL DEPARTMENTS			\$2,195.00

SHELL OIL 5744427920

SHELL OIL 5744427920	Fire-EMS Operations	Fuel BR2	\$51.79
SHELL OIL 5744427920	Fire-EMS Operations	Fuel	\$86.71
SHELL OIL 5744427920	Fire-EMS Operations	Fuel	\$67.69
SHELL OIL 5744427920	Fire-EMS Operations	Fuel	\$54.86
SHELL OIL 5744427920	Fire-EMS Operations	Fuel	\$51.50

SHELL OIL 5744427920	Fire-EMS Operations	Fuel	\$78.03
SHELL OIL 5744427920	Fire-EMS Operations	Fuel	\$42.25
SHELL OIL 5744427920	Fire-EMS Operations	Fuel	\$93.96
SHELL OIL 5744427920	Fire-EMS Operations	Fuel	\$90.40
SHELL OIL 5744427920	Fire-EMS Operations	Fuel	\$69.00
SHELL OIL 5744427920	Fire-EMS Operations	Fuel	\$55.29

SHELL OIL 5744427920 - Total For Fire-EMS Operations \$741.48

SHELL OIL 5744427920 - ALL DEPARTMENTS \$741.48

SHELL OIL 5744460860

SHELL OIL 5744460860	Police Career Services	AUTOMATED FUEL DISPENSERS	\$29.79
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SHELL OIL 5744460860 - Total For Police Career Services \$29.79

SHELL OIL 5744460860 - ALL DEPARTMENTS \$29.79

SHELL OIL 5744561460

SHELL OIL 5744561460	Police Career Services	AUTOMATED FUEL DISPENSERS	\$45.69
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SHELL OIL 5744561460 - Total For Police Career Services \$45.69

SHELL OIL 5744561460 - ALL DEPARTMENTS \$45.69

SHELL OIL 5744574420

SHELL OIL 5744574420	Police Career Services	AUTOMATED FUEL DISPENSERS	\$53.01
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SHELL OIL 5744574420 - Total For Police Career Services \$53.01

SHELL OIL 5744574420 - ALL DEPARTMENTS \$53.01

SILVER FOX STEAKHOUS

SILVER FOX STEAKHOUS	Police Grants Fund	EATING PLACES, RESTAURANTS	\$660.73
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SILVER FOX STEAKHOUS - Total For Police Grants Fund \$660.73

SILVER FOX STEAKHOUS - ALL DEPARTMENTS \$660.73

SIMPLOT T&H DEN

SIMPLOT T&H DEN	Weed & Pest Fund	25 Gallons T-Zone Herbicide	\$1,978.00
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SIMPLOT T&H DEN - Total For Weed & Pest Fund \$1,978.00

SIMPLOT T&H DEN - ALL DEPARTMENTS \$1,978.00

SIMPLOT TURF & HORTI

SIMPLOT TURF & HORTI Weed & Pest Fund Herbicide \$1,910.00

SIMPLOT TURF & HORTI - Total For Weed & Pest Fund \$1,910.00

SIMPLOT TURF & HORTI - ALL DEPARTMENTS \$1,910.00

SKELETON KEY TACTICA

SKELETON KEY TACTICA Police Administration Advanced tactics training course \$6,000.00

SKELETON KEY TACTICA - Total For Police Administration \$6,000.00

SKELETON KEY TACTICA - ALL DEPARTMENTS \$6,000.00

SMITH PSYCHOLOGICAL

SMITH PSYCHOLOGICAL Police Career Services Confidential legal or medical services \$700.00

SMITH PSYCHOLOGICAL - Total For Police Career Services \$700.00

SMITH PSYCHOLOGICAL - ALL DEPARTMENTS \$700.00

SMITHS DETECTION,INC

SMITHS DETECTION,INC Special Fire Assistance Fund Validation discs and sample disc for Hazmat I \$234.93

SMITHS DETECTION,INC - Total For Special Fire Assistance Fund \$234.93

SMITHS DETECTION,INC - ALL DEPARTMENTS \$234.93

SMITHS FOOD #4185

SMITHS FOOD #4185 Police Investigations GROCERY STORES, SUPERMARKETS \$155.95

SMITHS FOOD #4185 - Total For Police Investigations \$155.95

SMITHS FOOD #4185 - ALL DEPARTMENTS \$155.95

SNAP-ONTOOLS CO

SNAP-ONTOOLS CO Fleet Maintenance Fund SOCKET, 7/8in 1-1/2 DRIVE \$27.00

SNAP-ONTOOLS CO - Total For Fleet Maintenance Fund \$27.00

SNAP-ON TOOLS CO - ALL DEPARTMENTS \$27.00

SNYDER, DAVID

SNYDER, DAVID Water Revenue and Transfers \$26.68

SNYDER, DAVID - Total For Water Revenue and Transfers \$26.68

SNYDER, DAVID - ALL DEPARTMENTS \$26.68

SOF FALL INC

SOF FALL INC Capital Projects Fund Miscellaneous Item \$5,587.50

SOF FALL INC - Total For Capital Projects Fund \$5,587.50

SOF FALL INC - ALL DEPARTMENTS \$5,587.50

SONNYS RV SALES

SONNYS RV SALES Streets April Propane \$271.45

SONNYS RV SALES - Total For Streets \$271.45

SONNYS RV SALES - ALL DEPARTMENTS \$271.45

SONNY'S RV SALES

SONNY'S RV SALES Balefill \$104.19

SONNY'S RV SALES - Total For Balefill \$104.19

SONNY'S RV SALES - ALL DEPARTMENTS \$104.19

SP ASTRA CASES

SP ASTRA CASES Parks - Parks Maint. Cases for new iPads \$80.99

SP ASTRA CASES - Total For Parks - Parks Maint. \$80.99

SP ASTRA CASES - ALL DEPARTMENTS \$80.99

SP SAFE&VAULTSTORE

SP SAFE&VAULTSTORE Capital Projects Fund SAFES FOR POOLS \$1,392.00

SP SAFE&VAULTSTORE Capital Projects Fund REFUND DIF FOR CHG IN VAULTS ORDERED (\$32.04)

SP SAFE&VAULTSTORE - Total For Capital Projects Fund \$1,359.96

SP SAFE&VAULTSTORE - ALL DEPARTMENTS

\$1,359.96

SPARTAN ATHLETIC CO

SPARTAN ATHLETIC CO	Risk Management	Tennis Court Crack Repair Material for Highla	\$406.30
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<i>SPARTAN ATHLETIC CO - Total For Risk Management</i>			<i>\$406.30</i>
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SPARTAN ATHLETIC CO - ALL DEPARTMENTS

\$406.30

SPIDR TECH INC

SPIDR TECH INC	Capital Projects Fund	Software subscription - 4/13/22-4/12/23 & i	\$28,695.40
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<i>SPIDR TECH INC - Total For Capital Projects Fund</i>			<i>\$28,695.40</i>
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SPIDR TECH INC - ALL DEPARTMENTS

\$28,695.40

SQ 1 - OSTERIA

SQ 1 - OSTERIA	Ice Arena - Operations	NARCE Travel Per Diem - CIT Certification	\$23.92
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<i>SQ 1 - OSTERIA - Total For Ice Arena - Operations</i>			<i>\$23.92</i>
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SQ 1 - OSTERIA - ALL DEPARTMENTS

\$23.92

SQ BRECK MEDIA GROU

SQ BRECK MEDIA GROU	Golf - Operations	Radio and TV advertising	\$1,000.00
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<i>SQ BRECK MEDIA GROU - Total For Golf - Operations</i>			<i>\$1,000.00</i>
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SQ BRECK MEDIA GROU - ALL DEPARTMENTS

\$1,000.00

SQ COMPUTER PROFESS

SQ COMPUTER PROFESS	City Clerk	COMPUTER MAINTENANCE,REPAIR & SERVIC	\$1,262.63
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SQ COMPUTER PROFESS	City Clerk	COMPUTER MAINTENANCE,REPAIR & SERVIC	\$1,262.63
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<i>SQ COMPUTER PROFESS - Total For City Clerk</i>			<i>\$2,525.26</i>
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SQ COMPUTER PROFESS	Engineering	COMPUTER MAINTENANCE,REPAIR & SERVIC	\$69.99
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<i>SQ COMPUTER PROFESS - Total For Engineering</i>			<i>\$69.99</i>
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SQ COMPUTER PROFESS	Fire-EMS Administration	Cyber power unit for Chief's office	\$99.95
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<i>SQ COMPUTER PROFESS - Total For Fire-EMS Administration</i>			<i>\$99.95</i>
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SQ COMPUTER PROFESS	Police Administration	COMPUTER MAINTENANCE,REPAIR & SERVIC	\$1,019.55
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SQ COMPUTER PROFESS	Police Administration	COMPUTER MAINTENANCE,REPAIR & SERVIC	\$199.90
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SQ COMPUTER PROFESS	Police Administration	COMPUTER MAINTENANCE,REPAIR & SERVIC	\$599.95
SQ COMPUTER PROFESS	Police Administration	COMPUTER MAINTENANCE,REPAIR & SERVIC	\$199.90
<i>SQ COMPUTER PROFESS - Total For Police Administration</i>			<i>\$2,019.30</i>
SQ COMPUTER PROFESS	Police Investigations	COMPUTER MAINTENANCE,REPAIR & SERVIC	\$249.98
<i>SQ COMPUTER PROFESS - Total For Police Investigations</i>			<i>\$249.98</i>
SQ COMPUTER PROFESS	Streets	Printer for Sign shop computer	\$701.00
<i>SQ COMPUTER PROFESS - Total For Streets</i>			<i>\$701.00</i>
SQ COMPUTER PROFESS	Traffic Control	UPS for Hilltop radio tower	\$99.95
<i>SQ COMPUTER PROFESS - Total For Traffic Control</i>			<i>\$99.95</i>
SQ COMPUTER PROFESS - ALL DEPARTMENTS			\$5,765.43

SQ EILEEN'S COLOSSA

SQ EILEEN'S COLOSSA	Balefill - Disposal & Landfill	2 RETIREMENT LUNCHEONS	\$50.00
<i>SQ EILEEN'S COLOSSA - Total For Balefill - Disposal & Landfill</i>			<i>\$50.00</i>
SQ EILEEN'S COLOSSA - ALL DEPARTMENTS			\$50.00

SQ PEDEN'S INC.

SQ PEDEN'S INC.	Human Resources	1 Replacement Plaque topper due to change	\$10.00
<i>SQ PEDEN'S INC. - Total For Human Resources</i>			<i>\$10.00</i>
SQ PEDEN'S INC.	Police Administration	MEN'S AND WOMEN'S CLOTHING STORES	\$360.00
<i>SQ PEDEN'S INC. - Total For Police Administration</i>			<i>\$360.00</i>
SQ PEDEN'S INC.	Risk Management	Risk Wins! Trophy	\$130.00
<i>SQ PEDEN'S INC. - Total For Risk Management</i>			<i>\$130.00</i>
SQ PEDEN'S INC.	Water Distribution	Uniform/embroidery	\$642.00
SQ PEDEN'S INC.	Water Distribution	Coverall/Embroidery credit	(\$332.00)
<i>SQ PEDEN'S INC. - Total For Water Distribution</i>			<i>\$310.00</i>
SQ PEDEN'S INC. - ALL DEPARTMENTS			\$810.00

SQ RICK'S CUSTOMS

SQ RICK'S CUSTOMS	Fire-EMS Administration	Years of Service Recognition Display	\$60.00
<i>SQ RICK'S CUSTOMS - Total For Fire-EMS Administration</i>			<i>\$60.00</i>
SQ RICK'S CUSTOMS - ALL DEPARTMENTS			\$60.00

SQ SCOTT ENVIRONMEN

SQ SCOTT ENVIRONMEN	Fire-EMS Operations	Asbestos survey and report for St. 1	\$389.25
<i>SQ SCOTT ENVIRONMEN - Total For Fire-EMS Operations</i>			\$389.25
SQ SCOTT ENVIRONMEN - ALL DEPARTMENTS			\$389.25

SQ TAXI SERVICE

SQ TAXI SERVICE	Police Career Services	TAXICABS/LIMOUSINES	\$40.25
<i>SQ TAXI SERVICE - Total For Police Career Services</i>			\$40.25
SQ TAXI SERVICE - ALL DEPARTMENTS			\$40.25

SQ THE PAIN BEHIND

SQ THE PAIN BEHIND	Police Career Services	MISCELLANEOUS PERSONAL SERVICES	\$4,000.00
<i>SQ THE PAIN BEHIND - Total For Police Career Services</i>			\$4,000.00
SQ THE PAIN BEHIND - ALL DEPARTMENTS			\$4,000.00

SQ WCBO

SQ WCBO	Fire-EMS Prevent & Inspect	Wyomng Conference of Building Officals - Co	\$530.00
<i>SQ WCBO - Total For Fire-EMS Prevent & Inspect</i>			\$530.00
SQ WCBO - ALL DEPARTMENTS			\$530.00

STAPLES

STAPLES	Hogadon - Operations	STATIONARY, OFFICE AND SCHOOL SUPPLY S	\$135.96
<i>STAPLES - Total For Hogadon - Operations</i>			\$135.96
STAPLES	Metro Animal Shelter	STATIONARY, OFFICE AND SCHOOL SUPPLY S	\$24.96
STAPLES	Metro Animal Shelter	STATIONARY, OFFICE AND SCHOOL SUPPLY S	\$41.04
<i>STAPLES - Total For Metro Animal Shelter</i>			\$66.00
STAPLES	Parks - Parks Maint.	Metal clipboard for RP testing	\$45.99
<i>STAPLES - Total For Parks - Parks Maint.</i>			\$45.99
STAPLES	Refuse - Residential	CLIPBOARDS AND OFTHER SUPPLIES	\$177.96
<i>STAPLES - Total For Refuse - Residential</i>			\$177.96
STAPLES	Sewer Wastewater Collection office supplies		\$99.99
<i>STAPLES - Total For Sewer Wastewater Collection</i>			\$99.99

STAPLES - ALL DEPARTMENTS \$525.90

STATE OF WY.

STATE OF WY.	Health Insurance Fund	Retiree Subsidy - August 2021	\$15,431.85
STATE OF WY.	Health Insurance Fund	Retiree Subsidy - March 2022	\$15,116.42
STATE OF WY.	Health Insurance Fund	Retiree Subsidy - June 2022	\$4,044.17

STATE OF WY. - Total For Health Insurance Fund \$34,592.44

STATE OF WY. - ALL DEPARTMENTS \$34,592.44

STEWART & STEVENSON

STEWART & STEVENSON	Refuse - Residential	Installation of new transmission	\$14,896.09
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STEWART & STEVENSON - Total For Refuse - Residential \$14,896.09

STEWART & STEVENSON - ALL DEPARTMENTS \$14,896.09

STOTZ EQUIPMENT

STOTZ EQUIPMENT	WWTP Operations	LAWN TRACTOR REPAIR PARTS	\$109.73
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STOTZ EQUIPMENT - Total For WWTP Operations \$109.73

STOTZ EQUIPMENT - ALL DEPARTMENTS \$109.73

Subway 11632

Subway 11632	Fire-EMS Training	Meal for crews while conducting a training	\$24.82
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Subway 11632	Fire-EMS Training	Meal for crew helping with Training Evolutio	\$39.77
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Subway 11632 - Total For Fire-EMS Training \$64.59

Subway 11632 - ALL DEPARTMENTS \$64.59

SUMMIT ELECTRIC LLC.

SUMMIT ELECTRIC LLC.	Buildings & Structures Fund	Fountain time clock wire demoed	\$415.46
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SUMMIT ELECTRIC LLC. - Total For Buildings & Structures Fund \$415.46

SUMMIT ELECTRIC LLC.	Capital Projects Fund	Installation of new conduit	\$1,106.16
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SUMMIT ELECTRIC LLC. - Total For Capital Projects Fund \$1,106.16

SUMMIT ELECTRIC LLC. - ALL DEPARTMENTS \$1,521.62

SUMMIT FIRE AND SECU

SUMMIT FIRE AND SECU	Metro Animal Shelter	BUSINESS SERVICES NOT ELSEWHERE CLASSI	\$239.00
<i>SUMMIT FIRE AND SECU - Total For Metro Animal Shelter</i>			<i>\$239.00</i>
SUMMIT FIRE AND SECU - ALL DEPARTMENTS			\$239.00

SUPER FOODS GAS

SUPER FOODS GAS	Police Career Services	AUTOMATED FUEL DISPENSERS	\$42.00
<i>SUPER FOODS GAS - Total For Police Career Services</i>			<i>\$42.00</i>
SUPER FOODS GAS - ALL DEPARTMENTS			\$42.00

SUTHERLANDS 2219

SUTHERLANDS 2219	Fire-EMS Prevent & Inspect	Storage toats for CRR	\$48.98
SUTHERLANDS 2219	Fire-EMS Prevent & Inspect	Shelves for CRR	\$1,041.65
<i>SUTHERLANDS 2219 - Total For Fire-EMS Prevent & Inspect</i>			<i>\$1,090.63</i>
SUTHERLANDS 2219	Regional Water Operations	Shop Brooms - Other Materials & Supplies	\$63.98
SUTHERLANDS 2219	Regional Water Operations	Vinyl Tubing for Well Meters	\$17.96
SUTHERLANDS 2219	Regional Water Operations	Weed Killer for Rock Beds - Other Materials	\$64.38
<i>SUTHERLANDS 2219 - Total For Regional Water Operations</i>			<i>\$146.32</i>
SUTHERLANDS 2219	Water Distribution	SOD	\$99.80
SUTHERLANDS 2219	Water Distribution	CONCRETE MIX	\$81.43
<i>SUTHERLANDS 2219 - Total For Water Distribution</i>			<i>\$181.23</i>
SUTHERLANDS 2219 - ALL DEPARTMENTS			\$1,418.18

TETON STEEL CO

TETON STEEL CO	Streets	US Spec Poly Patch - 1 Pallet	\$1,732.50
<i>TETON STEEL CO - Total For Streets</i>			<i>\$1,732.50</i>
TETON STEEL CO - ALL DEPARTMENTS			\$1,732.50

THE ABY MANUFACTURIN

THE ABY MANUFACTURIN	Police Career Services	Badges	\$401.00
<i>THE ABY MANUFACTURIN - Total For Police Career Services</i>			<i>\$401.00</i>

THE ABY MANUFACTURIN - ALL DEPARTMENTS

\$401.00

THE COOP

THE COOP	Fire-EMS Prevent & Inspect	Dinner while attending EMS conference in Gi	\$18.16
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<i>THE COOP - Total For Fire-EMS Prevent & Inspect</i>			\$18.16
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THE COOP - ALL DEPARTMENTS

\$18.16

THE GOODYEAR TIRE &

THE GOODYEAR TIRE &	Fleet Maintenance Fund	Truck / axle alignment, bolts, nuts, washers,	\$675.25
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THE GOODYEAR TIRE &	Fleet Maintenance Fund	Axle alignment & caser shims	\$244.00
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<i>THE GOODYEAR TIRE & - Total For Fleet Maintenance Fund</i>			\$919.25
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THE GOODYEAR TIRE & - ALL DEPARTMENTS

\$919.25

THE HOME DEPOT

THE HOME DEPOT	Capital Projects Fund	New swampcooler for Washington Concessio	\$664.00
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THE HOME DEPOT	Capital Projects Fund	Plumbing repair supplies for Events Center -	\$105.39
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<i>THE HOME DEPOT - Total For Capital Projects Fund</i>			\$769.39
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THE HOME DEPOT	Fire-EMS Operations	Wood for forcible entry door	\$59.64
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<i>THE HOME DEPOT - Total For Fire-EMS Operations</i>			\$59.64
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THE HOME DEPOT	Fire-EMS Training	Materials for drill tower	\$301.09
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<i>THE HOME DEPOT - Total For Fire-EMS Training</i>			\$301.09
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THE HOME DEPOT	Golf - Operations	Roundup and pruners	\$58.87
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<i>THE HOME DEPOT - Total For Golf - Operations</i>			\$58.87
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THE HOME DEPOT	Metro Animal Shelter	HOME SUPPLY WAREHOUSE STORES	\$119.00
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THE HOME DEPOT	Metro Animal Shelter	HOME SUPPLY WAREHOUSE STORES	\$43.88
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<i>THE HOME DEPOT - Total For Metro Animal Shelter</i>			\$162.88
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THE HOME DEPOT	Parks - Parks Maint.	Plywood for playground at Marion Kreiner	\$32.68
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<i>THE HOME DEPOT - Total For Parks - Parks Maint.</i>			\$32.68
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THE HOME DEPOT	Parks - Special Areas	SA FLOWERS FOR DOWN TOWN	\$280.88
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<i>THE HOME DEPOT - Total For Parks - Special Areas</i>			\$280.88
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THE HOME DEPOT	Planning	OYD FLOWER BEDS 2022	\$649.68
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<i>THE HOME DEPOT - Total For Planning</i>			\$649.68
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THE HOME DEPOT	Police Investigations	HOME SUPPLY WAREHOUSE STORES	\$62.76
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<i>THE HOME DEPOT - Total For Police Investigations</i>			\$62.76
THE HOME DEPOT	Traffic Control	Battery powered grinder for sign & signal rep	\$199.00
<i>THE HOME DEPOT - Total For Traffic Control</i>			\$199.00
THE HOME DEPOT	Water Meters	Ext.magnets	\$29.00
<i>THE HOME DEPOT - Total For Water Meters</i>			\$29.00
THE HOME DEPOT	Weed & Pest Fund	HOME DEPOT ROUNDUP SPECIAL AREAS AN	\$833.00
<i>THE HOME DEPOT - Total For Weed & Pest Fund</i>			\$833.00
THE HOME DEPOT	WWTP Operations	ZEP FLOOR WAX 5GAL	\$84.98
<i>THE HOME DEPOT - Total For WWTP Operations</i>			\$84.98
THE HOME DEPOT - ALL DEPARTMENTS			\$3,523.85

THE INN AT LANDER

THE INN AT LANDER	Police Career Services	WYNDHAM	\$192.00
THE INN AT LANDER	Police Career Services	WYNDHAM	\$96.00
<i>THE INN AT LANDER - Total For Police Career Services</i>			\$288.00
THE INN AT LANDER - ALL DEPARTMENTS			\$288.00

THE RADAR SHOP INC

THE RADAR SHOP INC	Police Traffic Enforcement	Radar repair / materials / labor	\$208.85
<i>THE RADAR SHOP INC - Total For Police Traffic Enforcement</i>			\$208.85
THE RADAR SHOP INC - ALL DEPARTMENTS			\$208.85

THE UPS STORE

THE UPS STORE	WWTP Operations	SHIP VIBRALIGN TOOL	\$35.96
<i>THE UPS STORE - Total For WWTP Operations</i>			\$35.96
THE UPS STORE - ALL DEPARTMENTS			\$35.96

THE WASH LLC

THE WASH LLC	Police Administration	Car wash	\$27.63
<i>THE WASH LLC - Total For Police Administration</i>			\$27.63
THE WASH LLC - ALL DEPARTMENTS			\$27.63

THOME VETERNIARIAN H

THOME VETERNIARIAN H	Metro Animal Shelter	Veterinary service	\$45.58
THOME VETERNIARIAN H	Metro Animal Shelter	Veterinary service	\$1,083.49
THOME VETERNIARIAN H	Metro Animal Shelter	Veterinary service	\$2,160.00

THOME VETERNIARIAN H - Total For Metro Animal Shelter \$3,289.07

THOME VETERNIARIAN H - ALL DEPARTMENTS

\$3,289.07

TITAN DISTRIBUTORS I

TITAN DISTRIBUTORS I	Fire-EMS Training	Olympic weightlifting bar	\$212.07
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TITAN DISTRIBUTORS I - Total For Fire-EMS Training \$212.07

TITAN DISTRIBUTORS I - ALL DEPARTMENTS

\$212.07

TLC CLEANING LLC

TLC CLEANING LLC	Metro Animal Shelter	Cleaning / janitorial service	\$650.00
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TLC CLEANING LLC - Total For Metro Animal Shelter \$650.00

TLC CLEANING LLC - ALL DEPARTMENTS

\$650.00

TOMAHAWK LIVE TRAP

TOMAHAWK LIVE TRAP	Metro Animal Shelter	SPORTING GOODS STORES	\$691.95
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TOMAHAWK LIVE TRAP - Total For Metro Animal Shelter \$691.95

TOMAHAWK LIVE TRAP - ALL DEPARTMENTS

\$691.95

TOP OFFICE PRODUCTS

TOP OFFICE PRODUCTS	WWTP Operations	Copy charge - April 2022	\$120.00
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TOP OFFICE PRODUCTS - Total For WWTP Operations \$120.00

TOP OFFICE PRODUCTS - ALL DEPARTMENTS

\$120.00

TOWNSQUARE MEDIA, IN

TOWNSQUARE MEDIA, IN	Balefill - Disposal & Landfill	ADVERTISING SERVICES	\$368.00
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TOWNSQUARE MEDIA, IN - Total For Balefill - Disposal & Landfill \$368.00

TOWNSQUARE MEDIA, IN	Hogadon - Operations	ADVERTISING SERVICES	\$132.00
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<i>TOWNSQUARE MEDIA, IN - Total For Hogadon - Operations</i>			<i>\$132.00</i>
TOWNSQUARE MEDIA, IN	Sewer Wastewater Collection	no wipes in the pipes ads	\$504.00
<i>TOWNSQUARE MEDIA, IN - Total For Sewer Wastewater Collection</i>			<i>\$504.00</i>
TOWNSQUARE MEDIA, IN	WWTP Operations	no wipes in the pipes ads	\$504.00
<i>TOWNSQUARE MEDIA, IN - Total For WWTP Operations</i>			<i>\$504.00</i>
TOWNSQUARE MEDIA, IN - ALL DEPARTMENTS			\$1,508.00

TRACTOR SUPPLY CO

TRACTOR SUPPLY CO	Fire-EMS Operations	Weed killer and sprayer for St. 6	\$101.98
<i>TRACTOR SUPPLY CO - Total For Fire-EMS Operations</i>			<i>\$101.98</i>
TRACTOR SUPPLY CO	RWS - Booster Stations	PREEN ONE LAWN CARE 10M	\$54.99
TRACTOR SUPPLY CO	RWS - Booster Stations	Veg killer, spray indicator	\$522.96
TRACTOR SUPPLY CO	RWS - Booster Stations	Glyphosate weed spray	\$239.98
TRACTOR SUPPLY CO	RWS - Booster Stations	Vegetation killer	\$494.97
<i>TRACTOR SUPPLY CO - Total For RWS - Booster Stations</i>			<i>\$1,312.90</i>
TRACTOR SUPPLY CO	Water Tanks	WEED KILLING SUPPLIES	\$604.91
TRACTOR SUPPLY CO	Water Tanks	SPRAY GUN	\$58.99
<i>TRACTOR SUPPLY CO - Total For Water Tanks</i>			<i>\$663.90</i>
TRACTOR SUPPLY CO - ALL DEPARTMENTS			\$2,078.78

TRAINING LLC

TRAINING LLC	Fire-EMS Administration	4 hour virtual seminar - Mastering Excel Pivo	\$345.00
<i>TRAINING LLC - Total For Fire-EMS Administration</i>			<i>\$345.00</i>
TRAINING LLC - ALL DEPARTMENTS			\$345.00

TRANSUNION RISK AND

TRANSUNION RISK AND	Police Investigations	Acct #220805 / Stmt ID #220805-202204-1	\$256.40
<i>TRANSUNION RISK AND - Total For Police Investigations</i>			<i>\$256.40</i>
TRANSUNION RISK AND - ALL DEPARTMENTS			\$256.40

TREESTUFF

TREESTUFF	Parks - Urban Forestry	Safety Gear	\$659.96
<i>TREESTUFF - Total For Parks - Urban Forestry</i>			<i>\$659.96</i>

TREESTUFF - ALL DEPARTMENTS \$659.96

TRIHYDRO CORP.

TRIHYDRO CORP. Capital Projects Fund Pre-Demolition Asbestos Building Inspection \$10,711.67

TRIHYDRO CORP. Capital Projects Fund Pre-Demolition Asbestos Building Inspection \$1,968.25

TRIHYDRO CORP. - Total For Capital Projects Fund \$12,679.92

TRIHYDRO CORP. - ALL DEPARTMENTS \$12,679.92

TRI-STATE TRUCK & EQ

TRI-STATE TRUCK & EQ Refuse - Residential Equipment repair \$4,497.17

TRI-STATE TRUCK & EQ - Total For Refuse - Residential \$4,497.17

TRI-STATE TRUCK & EQ - ALL DEPARTMENTS \$4,497.17

TRUMP HTL LAS VEGAS

TRUMP HTL LAS VEGAS Balefill - Disposal & Landfill TRAVEL AND TRAINING \$119.04

TRUMP HTL LAS VEGAS - Total For Balefill - Disposal & Landfill \$119.04

TRUMP HTL LAS VEGAS - ALL DEPARTMENTS \$119.04

TST BADA BING

TST BADA BING Ice Arena - Operations NARCE Travel Per Diem - CIT Certification \$22.83

TST BADA BING - Total For Ice Arena - Operations \$22.83

TST BADA BING - ALL DEPARTMENTS \$22.83

TST CARBONE'S PIZZE

TST CARBONE'S PIZZE Fire-EMS Operations Meal for two while at new engine mid-point i \$51.55

TST CARBONE'S PIZZE - Total For Fire-EMS Operations \$51.55

TST CARBONE'S PIZZE - ALL DEPARTMENTS \$51.55

TST CHEYENNE RIB AN

TST CHEYENNE RIB AN Sewer Wastewater Collection lunch while picking up 660317 from Denver-- \$47.00

TST CHEYENNE RIB AN - Total For Sewer Wastewater Collection \$47.00

TST CHEYENNE RIB AN - ALL DEPARTMENTS \$47.00

UBER TRIP

UBER TRIP	Police Career Services	TAXICABS/LIMOUSINES	(\$16.00)
UBER TRIP	Police Career Services	TAXICABS/LIMOUSINES	\$55.57
UBER TRIP	Police Career Services	TAXICABS/LIMOUSINES	\$4.34

UBER TRIP - Total For Police Career Services \$43.91

UBER TRIP - ALL DEPARTMENTS \$43.91

UL LLC

UL LLC	Fire-EMS Administration	NFPA 1911 Annual Aerial Inspection with ND	\$3,890.00
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UL LLC - Total For Fire-EMS Administration \$3,890.00

UL LLC - ALL DEPARTMENTS \$3,890.00

ULINE SHIP SUPPLIE

ULINE SHIP SUPPLIE	Police Investigations	CATALOG MERCHANTS	\$130.96
ULINE SHIP SUPPLIE	Police Investigations	CATALOG MERCHANTS	\$77.20

ULINE SHIP SUPPLIE - Total For Police Investigations \$208.16

ULINE SHIP SUPPLIE - ALL DEPARTMENTS \$208.16

UNIFORMS 2 GEAR

UNIFORMS 2 GEAR	Metro Animal Control	Uniform supplies	\$16.00
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UNIFORMS 2 GEAR - Total For Metro Animal Control \$16.00

UNIFORMS 2 GEAR	Police Career Services	Uniform supplies	\$397.41
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UNIFORMS 2 GEAR	Police Career Services	Uniform supplies	\$288.97
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UNIFORMS 2 GEAR	Police Career Services	Uniform supplies	\$6.07
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UNIFORMS 2 GEAR	Police Career Services	Uniform supplies	\$89.68
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UNIFORMS 2 GEAR	Police Career Services	Uniform supplies	\$112.16
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UNIFORMS 2 GEAR - Total For Police Career Services \$894.29

UNIFORMS 2 GEAR - ALL DEPARTMENTS \$910.29

UNION WIRELESS

UNION WIRELESS	Water Tanks	URCR SCADA & Cell Phone	\$95.09
<i>UNION WIRELESS - Total For Water Tanks</i>			<i>\$95.09</i>
UNION WIRELESS - ALL DEPARTMENTS			\$95.09

UNITED 0169987020

UNITED 0169987020	Public Safety Communication	UNITED AIRLINES	\$35.00
UNITED 0169987020	Public Safety Communication	UNITED AIRLINES	\$35.00
<i>UNITED 0169987020 - Total For Public Safety Communications</i>			<i>\$70.00</i>
UNITED 0169987020 - ALL DEPARTMENTS			\$70.00

UNITED 0169987022

UNITED 0169987022	Public Safety Communication	UNITED AIRLINES	\$35.00
<i>UNITED 0169987022 - Total For Public Safety Communications</i>			<i>\$35.00</i>
UNITED 0169987022 - ALL DEPARTMENTS			\$35.00

UNITED 0169987955

UNITED 0169987955	Public Safety Communication	UNITED AIRLINES	\$35.00
<i>UNITED 0169987955 - Total For Public Safety Communications</i>			<i>\$35.00</i>
UNITED 0169987955 - ALL DEPARTMENTS			\$35.00

UNITED 0169987956

UNITED 0169987956	Public Safety Communication	UNITED AIRLINES	\$35.00
UNITED 0169987956	Public Safety Communication	UNITED AIRLINES	\$35.00
<i>UNITED 0169987956 - Total For Public Safety Communications</i>			<i>\$70.00</i>
UNITED 0169987956 - ALL DEPARTMENTS			\$70.00

USPS PO 5715580945

USPS PO 5715580945	River Volunteer Events	Priority mail expense	\$8.95
<i>USPS PO 5715580945 - Total For River Volunteer Events</i>			<i>\$8.95</i>
USPS PO 5715580945	WWTP Operations	POSTAGE STAMPS	\$11.60
<i>USPS PO 5715580945 - Total For WWTP Operations</i>			<i>\$11.60</i>

USPS PO 5715580945 - ALL DEPARTMENTS \$20.55

USPS.COM POSTAL STOR

USPS.COM POSTAL STOR Code Enforcement POSTAGE STAMPS \$216.80

USPS.COM POSTAL STOR - Total For Code Enforcement \$216.80

USPS.COM POSTAL STOR - ALL DEPARTMENTS \$216.80

UW CASHIER OFFICE

UW CASHIER OFFICE Metro Animal Control COLLEGES, UNIVERSITIES, PROFESSIONAL SC \$40.08

UW CASHIER OFFICE - Total For Metro Animal Control \$40.08

UW CASHIER OFFICE - ALL DEPARTMENTS \$40.08

VAN DIEST SUPPLY COM

VAN DIEST SUPPLY COM Weed & Pest Fund Chemical \$1,718.04

VAN DIEST SUPPLY COM - Total For Weed & Pest Fund \$1,718.04

VAN DIEST SUPPLY COM - ALL DEPARTMENTS \$1,718.04

VCN NATRONAREALESTAT

VCN NATRONAREALESTAT Customer Service Recording fee to release lien at 1765 Brigha \$26.50

VCN NATRONAREALESTAT - Total For Customer Service \$26.50

VCN NATRONAREALESTAT Water Distribution Record Stahley Quitclaim Deed \$23.50

VCN NATRONAREALESTAT - Total For Water Distribution \$23.50

VCN NATRONAREALESTAT - ALL DEPARTMENTS \$50.00

VEOLIA ES TECHNICAL

VEOLIA ES TECHNICAL Balefill - Diversion & Special Hazardous Waste \$13,354.54

VEOLIA ES TECHNICAL - Total For Balefill - Diversion & Special \$13,354.54

VEOLIA ES TECHNICAL - ALL DEPARTMENTS \$13,354.54

VERIZON WIRELESS

VERIZON WIRELESS Cemetery Acct #442204089-00001 \$40.01

<i>VERIZON WIRELESS - Total For Cemetery</i>			<i>\$40.01</i>
VERIZON WIRELESS	Fire-EMS Administration	Acct #571507176-00002	\$120.03
VERIZON WIRELESS	Fire-EMS Administration	Acct #571507176-00002	\$120.03
VERIZON WIRELESS	Fire-EMS Administration	Acct #571507176-00001	\$1,600.40
VERIZON WIRELESS	Fire-EMS Administration	Acct #571507176-00001	\$1,600.40
<i>VERIZON WIRELESS - Total For Fire-EMS Administration</i>			<i>\$3,440.86</i>
VERIZON WIRELESS	Public Safety Communication	Acct #465552982-00010	\$76.77
<i>VERIZON WIRELESS - Total For Public Safety Communications</i>			<i>\$76.77</i>
VERIZON WIRELESS	Sewer Wastewater Collection	Acct #742239432-00002	\$73.85
<i>VERIZON WIRELESS - Total For Sewer Wastewater Collection</i>			<i>\$73.85</i>
VERIZON WIRELESS	Water Meters	Acct #942021615-00001	\$266.06
<i>VERIZON WIRELESS - Total For Water Meters</i>			<i>\$266.06</i>
VERIZON WIRELESS	WWTP Operations	Acct #842227834-0001	\$146.24
<i>VERIZON WIRELESS - Total For WWTP Operations</i>			<i>\$146.24</i>
VERIZON WIRELESS - ALL DEPARTMENTS			\$4,043.79

VISTAPRINT

VISTAPRINT	Metro Animal Shelter	MISCELLANEOUS PUBLISHING & PRINTING	\$47.76
<i>VISTAPRINT - Total For Metro Animal Shelter</i>			<i>\$47.76</i>
VISTAPRINT - ALL DEPARTMENTS			\$47.76

VRC COMPANIES LLC

VRC COMPANIES LLC	Public Safety Communication	File destruction	\$82.62
<i>VRC COMPANIES LLC - Total For Public Safety Communications</i>			<i>\$82.62</i>
VRC COMPANIES LLC - ALL DEPARTMENTS			\$82.62

VZWRLSS MY VZ VB P

VZWRLSS MY VZ VB P	Golf - Operations	Cellular service for Ipads	\$120.03
<i>VZWRLSS MY VZ VB P - Total For Golf - Operations</i>			<i>\$120.03</i>
VZWRLSS MY VZ VB P	Regional Water Operations	WTP Operator Cell Phone	\$49.10
<i>VZWRLSS MY VZ VB P - Total For Regional Water Operations</i>			<i>\$49.10</i>
VZWRLSS MY VZ VB P - ALL DEPARTMENTS			\$169.13

WAL-MART #1617

WAL-MART #1617	Balefill - Disposal & Landfill	SCALEHOUSE SUPPLIES	\$43.38
<i>WAL-MART #1617 - Total For Balefill - Disposal & Landfill</i>			<i>\$43.38</i>
WAL-MART #1617	Fire-EMS Administration	Pens and supplies for ICS command board	\$11.21
WAL-MART #1617	Fire-EMS Administration	Station Supplies - Ink Cartridges	\$49.89
<i>WAL-MART #1617 - Total For Fire-EMS Administration</i>			<i>\$61.10</i>
WAL-MART #1617	Metro Animal Shelter	GROCERY STORES, SUPERMARKETS	\$189.01
WAL-MART #1617	Metro Animal Shelter	GROCERY STORES, SUPERMARKETS	\$101.79
<i>WAL-MART #1617 - Total For Metro Animal Shelter</i>			<i>\$290.80</i>
WAL-MART #1617	Police Grants Fund	GROCERY STORES, SUPERMARKETS	\$49.02
<i>WAL-MART #1617 - Total For Police Grants Fund</i>			<i>\$49.02</i>
WAL-MART #1617 - ALL DEPARTMENTS			\$444.30

WAL-MART #3778

WAL-MART #3778	Parks - Parks Maint.	MIDWEST, DAVID, DOWN TOWN FLOWER BE	\$184.72
<i>WAL-MART #3778 - Total For Parks - Parks Maint.</i>			<i>\$184.72</i>
WAL-MART #3778	Regional Water Operations	Office Supplies	\$0.98
WAL-MART #3778	Regional Water Operations	Other Materials & Supplies; JPB Meeting Sid	\$24.42
<i>WAL-MART #3778 - Total For Regional Water Operations</i>			<i>\$25.40</i>
WAL-MART #3778 - ALL DEPARTMENTS			\$210.12

WAYNE COLEMAN CONSTR

WAYNE COLEMAN CONSTR	Capital Projects Fund	Construction project - not bui	\$422,917.20
<i>WAYNE COLEMAN CONSTR - Total For Capital Projects Fund</i>			<i>\$422,917.20</i>
WAYNE COLEMAN CONSTR - ALL DEPARTMENTS			\$422,917.20

WEAR PARTS INC

WEAR PARTS INC	WWTP Operations	SS NUTS & BOLTS, ANTI-SEIZE	\$161.28
WEAR PARTS INC	WWTP Operations	BARSCREEN NUTS & BACKING PLATE	\$72.28
<i>WEAR PARTS INC - Total For WWTP Operations</i>			<i>\$233.56</i>
WEAR PARTS INC - ALL DEPARTMENTS			\$233.56

WESTERN WATER CONSUL

WESTERN WATER CONSUL	Water Distribution	Poplar-CYtoCollins Design Wate	\$4,483.50
<i>WESTERN WATER CONSUL - Total For Water Distribution</i>			<i>\$4,483.50</i>
WESTERN WATER CONSUL - ALL DEPARTMENTS			\$4,483.50

WESTERN WYOMING LOCK

WESTERN WYOMING LOCK	Buildings & Structures Fund	Key copies for BAS - Western Wyo Lock	\$10.00
<i>WESTERN WYOMING LOCK - Total For Buildings & Structures Fund</i>			<i>\$10.00</i>
WESTERN WYOMING LOCK - ALL DEPARTMENTS			\$10.00

WILLIAMS, PORTER, DA

WILLIAMS, PORTER, DA	Property Insurance Fund	Confidential legal or medical matters	\$1,050.00
<i>WILLIAMS, PORTER, DA - Total For Property Insurance Fund</i>			<i>\$1,050.00</i>
WILLIAMS, PORTER, DA - ALL DEPARTMENTS			\$1,050.00

WLC ENGINEERING - SU

WLC ENGINEERING - SU	Capital Projects Fund	EngCA for Industrial Ave Elm t	\$12,322.50
<i>WLC ENGINEERING - SU - Total For Capital Projects Fund</i>			<i>\$12,322.50</i>
WLC ENGINEERING - SU	Engineering	Land surveying services	\$1,186.00
<i>WLC ENGINEERING - SU - Total For Engineering</i>			<i>\$1,186.00</i>
WLC ENGINEERING - SU	Water Administration	Mapping services - Paradise Valley Subdivisio	\$5,000.00
<i>WLC ENGINEERING - SU - Total For Water Administration</i>			<i>\$5,000.00</i>
WLC ENGINEERING - SU	Water Distribution	Construction Admin Derington W	\$15,963.95
<i>WLC ENGINEERING - SU - Total For Water Distribution</i>			<i>\$15,963.95</i>
WLC ENGINEERING - SU - ALL DEPARTMENTS			\$34,472.45

WM SUPERCENTER

WM SUPERCENTER	Balefill - Disposal & Landfill	OP SUPPLIES	\$10.16
<i>WM SUPERCENTER - Total For Balefill - Disposal & Landfill</i>			<i>\$10.16</i>
WM SUPERCENTER	Balefill - Diversion & Special	LAMPSHADE MILLER HOUSE	\$22.88
WM SUPERCENTER	Balefill - Diversion & Special	SPEC WASTE BLDG SUPPLIES	\$21.24
<i>WM SUPERCENTER - Total For Balefill - Diversion & Special</i>			<i>\$44.12</i>

WM SUPERCENTER	Buildings & Structures Fund	Sunscreen for BAS Staff - WalMart	\$26.41
<i>WM SUPERCENTER - Total For Buildings & Structures Fund</i>			<i>\$26.41</i>
WM SUPERCENTER	Finance	Sales Tax Charts Photo Frames - x2 Council m	\$12.56
<i>WM SUPERCENTER - Total For Finance</i>			<i>\$12.56</i>
WM SUPERCENTER	Golf - Operations	GROCERY STORES, SUPERMARKETS	\$37.94
<i>WM SUPERCENTER - Total For Golf - Operations</i>			<i>\$37.94</i>
WM SUPERCENTER	Metro Animal Control	GROCERY STORES, SUPERMARKETS	\$18.22
<i>WM SUPERCENTER - Total For Metro Animal Control</i>			<i>\$18.22</i>
WM SUPERCENTER	Metro Animal Shelter	GROCERY STORES, SUPERMARKETS	\$37.77
WM SUPERCENTER	Metro Animal Shelter	GROCERY STORES, SUPERMARKETS	\$17.13
WM SUPERCENTER	Metro Animal Shelter	GROCERY STORES, SUPERMARKETS	\$6.33
<i>WM SUPERCENTER - Total For Metro Animal Shelter</i>			<i>\$61.23</i>
WM SUPERCENTER	Planning	OYD FLOWER BEDS 2022	\$262.64
WM SUPERCENTER	Planning	OYD FLOWER BEDS 2022	\$446.33
<i>WM SUPERCENTER - Total For Planning</i>			<i>\$708.97</i>
WM SUPERCENTER	Police Administration	GROCERY STORES, SUPERMARKETS	\$57.96
<i>WM SUPERCENTER - Total For Police Administration</i>			<i>\$57.96</i>
WM SUPERCENTER	Rec Center - Classes	Camp Supplies including garden, science, craf	\$100.59
<i>WM SUPERCENTER - Total For Rec Center - Classes</i>			<i>\$100.59</i>
WM SUPERCENTER - ALL DEPARTMENTS			\$1,078.16

WORDPRESS HJHM1H1Y61

WORDPRESS HJHM1H1Y61	Metro Animal Shelter	COMPUTER AND DATA PROCESSING SERVICE	\$18.00
<i>WORDPRESS HJHM1H1Y61 - Total For Metro Animal Shelter</i>			<i>\$18.00</i>
WORDPRESS HJHM1H1Y61 - ALL DEPARTMENTS			\$18.00

WPSG, INC.

WPSG, INC.	Fire-EMS Operations	Helmet Fronts	\$139.94
<i>WPSG, INC. - Total For Fire-EMS Operations</i>			<i>\$139.94</i>
WPSG, INC. - ALL DEPARTMENTS			\$139.94

WPY FireNuggets Inc

WPY FireNuggets Inc	Fire-EMS Administration	Registration fees for Jake Black to attend the	\$50.00
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<i>WPY FireNuggets Inc - Total For Fire-EMS Administration</i>			<i>\$50.00</i>
WPY FireNuggets Inc	Fire-EMS Training	Fire Nuggets fire conference class fee	\$150.00
WPY FireNuggets Inc	Fire-EMS Training	Fire Nuggets class fee for 6 CFD members	\$300.00
<i>WPY FireNuggets Inc - Total For Fire-EMS Training</i>			<i>\$450.00</i>
WPY FireNuggets Inc - ALL DEPARTMENTS			\$500.00

WWW.WYOMINGBAR.ORG

WWW.WYOMINGBAR.ORG	Municipal Court	MANAGEMENT, CONSULTING AND PUBLIC R	\$355.00
<i>WWW.WYOMINGBAR.ORG - Total For Municipal Court</i>			<i>\$355.00</i>
WWW.WYOMINGBAR.ORG - ALL DEPARTMENTS			\$355.00

WY ASSN OF MUNICIPAL

WY ASSN OF MUNICIPAL	City Council	Registration for 2022 WAM Summer Confere	\$240.00
<i>WY ASSN OF MUNICIPAL - Total For City Council</i>			<i>\$240.00</i>
WY ASSN OF MUNICIPAL	City Manager	Registration for 2022 WAM Summer Confere	\$240.00
<i>WY ASSN OF MUNICIPAL - Total For City Manager</i>			<i>\$240.00</i>
WY ASSN OF MUNICIPAL - ALL DEPARTMENTS			\$480.00

WY. ASSOC. OF RISK M

WY. ASSOC. OF RISK M	Property Insurance Fund	Property coverage for CBC 5/01-6/30/22	\$2,848.00
<i>WY. ASSOC. OF RISK M - Total For Property Insurance Fund</i>			<i>\$2,848.00</i>
WY. ASSOC. OF RISK M - ALL DEPARTMENTS			\$2,848.00

WY. MACHINERY CO.

WY. MACHINERY CO.	Refuse - Recycling	Loader parts	\$103.44
WY. MACHINERY CO.	Refuse - Recycling	FORK LIFT RENTAL MRF	\$1,256.25
WY. MACHINERY CO.	Refuse - Recycling	Knob & bumper for loader	\$23.94
<i>WY. MACHINERY CO. - Total For Refuse - Recycling</i>			<i>\$1,383.63</i>
WY. MACHINERY CO. - ALL DEPARTMENTS			\$1,383.63

WY. PEACE OFFICERS A

WY. PEACE OFFICERS A	Police Career Services	2022 Conference Registration-J. Warne / K. P	\$300.00
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WY. PEACE OFFICERS A - Total For Police Career Services \$300.00

WY. PEACE OFFICERS A - ALL DEPARTMENTS \$300.00

WYOMING CAMERA OUTFI

WYOMING CAMERA OUTFI Police Career Services CAMERA AND PHOTOGRAPHIC SUPPLY STOR \$2,175.00

WYOMING CAMERA OUTFI - Total For Police Career Services \$2,175.00

WYOMING CAMERA OUTFI Police Grants Fund CAMERA AND PHOTOGRAPHIC SUPPLY STOR \$199.98

WYOMING CAMERA OUTFI - Total For Police Grants Fund \$199.98

WYOMING CAMERA OUTFI - ALL DEPARTMENTS \$2,374.98

WYOMING FIRST AID &

WYOMING FIRST AID & Metro Animal Shelter First aid supplies \$34.82

WYOMING FIRST AID & - Total For Metro Animal Shelter \$34.82

WYOMING FIRST AID & Police Administration First aid supplies \$138.37

WYOMING FIRST AID & - Total For Police Administration \$138.37

WYOMING FIRST AID & - ALL DEPARTMENTS \$173.19

WYOMING GUN COMPANY

WYOMING GUN COMPANY Police Career Services SPORTING GOODS STORES \$174.95

WYOMING GUN COMPANY - Total For Police Career Services \$174.95

WYOMING GUN COMPANY - ALL DEPARTMENTS \$174.95

WYOMING LOW VOLTAGE

WYOMING LOW VOLTAGE Information Services City Hall Wiring \$705.00

WYOMING LOW VOLTAGE - Total For Information Services \$705.00

WYOMING LOW VOLTAGE - ALL DEPARTMENTS \$705.00

WYOMING SAFETY SUPPL

WYOMING SAFETY SUPPL Fire-EMS Operations Nitrile Gloves \$140.00

WYOMING SAFETY SUPPL - Total For Fire-EMS Operations \$140.00

WYOMING SAFETY SUPPL - ALL DEPARTMENTS \$140.00

WYOMING STEEL & RECY

WYOMING STEEL & RECY	Balefill - Baler Processing	Bagging system assembly parts	\$672.90
<i>WYOMING STEEL & RECY - Total For Balefill - Baler Processing</i>			<i>\$672.90</i>
WYOMING STEEL & RECY	Balefill - Disposal & Landfill	Salvage pipe	\$1,323.00
<i>WYOMING STEEL & RECY - Total For Balefill - Disposal & Landfill</i>			<i>\$1,323.00</i>
WYOMING STEEL & RECY	Balefill - Diversion & Special	Freon removal	\$975.00
<i>WYOMING STEEL & RECY - Total For Balefill - Diversion & Special</i>			<i>\$975.00</i>
WYOMING STEEL & RECY - ALL DEPARTMENTS			\$2,970.90

WYOMING WORK WAREHOU

WYOMING WORK WAREHO	Metro Animal Control	MEN'S,WOMENS'AND CHILDREN'S UNIFORM	\$59.39
<i>WYOMING WORK WAREHOU - Total For Metro Animal Control</i>			<i>\$59.39</i>
WYOMING WORK WAREHOU - ALL DEPARTMENTS			\$59.39

ZOLL MEDICAL CORPORA

ZOLL MEDICAL CORPORA	Fire-EMS Administration	Payment in lieu of trade-in unit	\$200.00
<i>ZOLL MEDICAL CORPORA - Total For Fire-EMS Administration</i>			<i>\$200.00</i>
ZOLL MEDICAL CORPORA - ALL DEPARTMENTS			\$200.00

ZONAR SYSTEMS INC

ZONAR SYSTEMS INC	Balefill - Disposal & Landfill	Payment of Annual Zonar Service Fees	\$5,081.45
ZONAR SYSTEMS INC	Balefill - Disposal & Landfill	Payment of Annual Zonar Service Fees	\$6,259.06
<i>ZONAR SYSTEMS INC - Total For Balefill - Disposal & Landfill</i>			<i>\$11,340.51</i>
ZONAR SYSTEMS INC	Refuse - Commercial	Payment of Annual Zonar Service Fees	\$7,708.94
ZONAR SYSTEMS INC	Refuse - Commercial	Payment of Annual Zonar Service Fees	\$6,258.55
<i>ZONAR SYSTEMS INC - Total For Refuse - Commercial</i>			<i>\$13,967.49</i>
ZONAR SYSTEMS INC - ALL DEPARTMENTS			\$25,308.00

CITYWIDE BILLS AND CLAIMS TOTAL

\$3,244,838.41

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
 06/07/22

Additional Accounts Payable

05/12/22

Prewrits - Travel Reimbursements, Petty Cash, Sales Tax, Payroll Vendors & Customer Utility Refunds

Steve Nunn - Travel reimbursement	446.00
Kristie Turner - Travel reimbursement	635.20
FIB - Petty Cash (Community Development)	309.15
FIB - Petty Cash (Police Dept)	3,536.30
State of Wyo - Dept. of Revenue - Sales tax	1,653.46
State of Wyo Dept of Admin & Info	868,424.92
Randi/David Alvey - Utility Refund	675.47
Michelle/Martha Bouzis - Utility Refund	1,375.49
Ted Harvell - Utility Refund	37.22
Ted Harvell - Utility Refund	43.88
Ted Harvell - Utility Refund	43.88
	877,180.97

05/19/22

Prewrits - AP Vendor & Travel Reimbursements

Crown Construction	191,187.50
Tiffany Elhart - Travel reimbursement	100.25
Keri Patrick - Travel reimbursement	147.50
Aaron Trujillio - Travel reimbursement	92.38
John Fetter - Travel reimbursement	92.38
Andrew Lincowski - Travel reimbursement	92.38
Iza Hill - Travel reimbursement	296.83
Karen Fenton - Travel reimbursement	822.12
Molly Nill - Travel reimbursement	197.50
	193,028.84



05/26/22

Prewrits - Travel Reimbursements & Payroll Vendors

Randall Ogden - Travel reimbursement	156.00
Megan Lockwood - Travel reimbursement	156.00
Wyo Dept of Workforce Services	68,581.97
	68,893.97

Total Additional AP \$ 1,139,103.78

May 4, 2022

MEMO TO: J. Carter Napier, City Manager 
FROM: Jill Johnson, Financial Services Director 
SUBJECT: Establishing June 21, 2022, as the Public Hearing Date for Adoption of Fiscal Year 2022 Budget Amendment #3

Meeting Type & Date

Regular Council Meeting
June 7, 2022

Action type

Minute Action

Recommendation

That Council, by minute action, establish June 21, 2022, as the date of public hearing for consideration of the adoption of the Fiscal Year 2022 Budget Amendment #3.

Summary

The Municipal Budget Act, Section 16-4-108, prohibits the expenditure or encumbrance of any money in excess of the amounts provided in the budget for each department. To comply with this requirement, City Council may authorize an adjustment of budgets. It has been determined that adjustments to the Fiscal Year 2022 adopted budget are necessary and are being prepared for Council consideration. The City Council is respectfully requested to establish June 21, 2022, as the public hearing date for the consideration and adoption of the 3rd amendment to the Fiscal Year 2022 budget.

Financial Considerations

None

Oversight/Project Responsibility

Jill Johnson, Financial Services Director

Attachments

None

May 4, 2022

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Jill Johnson, Financial Services Director *JJ*
SUBJECT: Establishing June 21, 2022, as the Public Hearing Date for Adoption of Fiscal Year 2022-2023 Budget

Meeting Type & Date

Regular Council Meeting
June 7, 2021

Action type

Minute Action

Recommendation

That Council, by minute action, establish June 21, 2022, as the date of public hearing for consideration of the adoption of the Fiscal Year 2022-2023 Budget.

Summary

The City Council is respectfully requested to establish June 21, 2022, as the public hearing date, for the consideration of the adoption of the Fiscal Year 2022-2023 Budget as per State Statute. The City Council must, within twenty-four (24) hours of the conclusion of the public hearing, make the necessary appropriations and adopt the budget.

Financial Considerations

None


Oversight/Project Responsibility


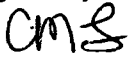
Jill Johnson, Financial Services Director

Attachments

None

May 26, 2022

MEMO TO: J. Carter Napier, City Manager 

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

SUBJECT: Establish June 21, 2022 as the Public Hearing Date for a New Special Malt Beverage Permit No. 1 for HA Baseball, LLC d/b/a Casper Horseheads Baseball Club, Located at 330 Kati Lane.

Meeting Type & Date

Regular Council Meeting
June 7, 2022

Action type

Establish Public Hearing
Minute Action

Recommendation

That Council, by minute action, establish June 21, 2022 as the public hearing date for a new special malt beverage permit No. 1 for HA Baseball, LLC d/b/a Casper Horseheads Baseball Club, located at 330 Kati Lane.

Summary

An application has been received requesting a new special malt beverage permit No. 1 for HA Baseball, LLC d/b/a Casper Horseheads Baseball Club, located at 330 Kati Lane.

In August of 2021, under the Casper Municipal Code, the requirements for special malt beverage permits changed making it less restrictive for qualifying entities to qualify.

The qualifications are as follows;

§5.08.130 Special malt beverage permit; public auditoriums, civic centers or event centers.

A. Special malt beverage permits are authorized pursuant to the following:

1. Public auditoriums, civic centers and events centers meeting the qualifications of this section may be licensed by the city council under special malt beverage permits.
2. The permits may limit where the malt beverages may be sold and consumed.
3. To qualify for a special malt beverage permit an applicant must meet the following requirements:
 - a. The applicant must be a responsible person or organization;

- b. The public auditorium, civic center or events center shall be owned by the city, county, the state, or the DDA which has an attendance capacity for no less than four hundred persons and is used for public gatherings;
 - c. The person or organization applying for an operating permit, if not the owner of the public auditorium, civic center, or events center, must hold a written agreement with the owner of the public auditorium, civic center or events center, giving said applicant the right to sell concessions within the building or location for either daily use or for the license year (April 1 to March 31 for which the application is made.)
4. No person or organization holding a special malt beverage permit shall sell any alcoholic liquor other than malt beverages on the premises or location described on the permit, nor shall any malt beverage be sold for consumption off the premises or outside the location authorized by the permit. It shall be an obligation and a responsibility of the holder of the permit to see that no sales are made to any person under the age of twenty-one years and there be no violations of this chapter.
 5. An annual permit authorized by this section shall be issued after a hearing on the application, and the license fee of one thousand dollars shall be payable annually in advance. Daily permits may be issued by the city clerk's office, subject to the requirements of this section; the fee for a daily permit shall be fifty dollars.
 6. The permits shall be subject to such rules and regulations as may be established by the city council.

This permit will be located at Mike Lansing Field and hosts public baseball games. The City of Casper owns Mike Lansing Field and the seating capacity is 2,500. This applicant meets all the requirements for obtaining a Special Malt Beverage permit.

If approved, this license would be effective June 22, 2022. This will be the first Special Malt Beverage permit issued by the City of Casper.

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

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

Financial Considerations

If approved, the City of Casper will receive \$773.00.

Oversight/Project Responsibility

Carla Mills-Laatsch, Licensing Specialist

Attachments

None

May 27, 2022

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

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

SUBJECT: Establish June 21, 2022 as the Public Hearing Date for Bar and Grill No. 13 for Childs, Corp d/b/a La Cocina Mexican Restaurant, Located at 4110 Centennial Hills Blvd.

Meeting Type & Date

Regular Council Meeting
June 7, 2022

Action type

Establish Public Hearing
Minute Action

Recommendation

That Council, by minute action, establish June 21, 2022 as the public hearing date for bar and grill No. 13 for Childs, Corp. d/b/a La Cocina Mexican Restaurant, located at 4110 Centennial Hills Blvd.

Summary

An application has been received for bar and grill No. 13 for Childs, Corp. d/b/a La Cocina Mexican Restaurant, located at 4110 Centennial.

This establishment is currently operating under a restaurant liquor license at 321 East E. If awarded a bar and grill liquor license, they plan to build a brand-new building that will meet the requirements for a bar and grill liquor license. This new building will be located in The Compass development. The restaurant will seat between 100 and 112 guests with a seasonal patio facing Casper Mountain. They will continue to operate their current restaurant until the new establishment is ready to open.

If approved, the applicant will then begin the construction of the restaurant. Construction on the new building is supposed to be complete by March of 2023. This license will be issued once all the appropriate inspections are complete.

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

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

Financial Considerations

If approved, the City of Casper will receive \$773.00.

Oversight/Project Responsibility

Carla Mills-Laatsch, Licensing Specialist

Attachments

None

May 20, 2022

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Liz Becher, Community Development Director *LB*
SUBJECT: Establish the date for a public hearing to consider an Ordinance approving a vacation, replat, subdivision agreement and zone change for the Eagle Valley Addition No. 2

Meeting Type & Date:

Regular Council Meeting, June 7, 2022

Action Type:

Minute action, establishing date of public hearing

Recommendation:

That Council, by minute action, establish June 21, 2022 as the date of public hearing for consideration of an Ordinance approving a vacation, replat, subdivision agreement and zone change for the Eagle Valley Addition No. 2.

Summary:

Application has been made for a vacation and replat of Lots 7-15 and Nicklaus Drive, Eagle Valley Addition, and Lots 1 & 2 of the Ihli Addition, to create the Eagle Valley Addition No. 2, located south of Palmer Drive and east of Casper Mountain Road. The reason for this application is that the owners/developers of the Eagle Valley Addition have acquired the adjacent, two (2) acre Ihli Addition, and are incorporating it into their development. In a companion request, the applicant is requesting a rezone of proposed Lots 9 and 10 to C-2 (General Business). The remainder of the proposed subdivision will remain to be zoned R-3 (One to Four Unit Residential). The subject area is currently undeveloped.

Subject Property Information:

- Size – 6.24-acres, more or less
- Existing Zoning – R-3 (One to Four Unit Residential) *Eagle Valley* & R-2 (One Unit Residential) *Ihli Addition*
- Minimum Lot Size Required in R-3 district – 4,000 square feet
- Minimum Lot Size Required in C-2 district - none
- Number of proposed lots - 10

Existing zoning adjacent to the subject property is as follows:

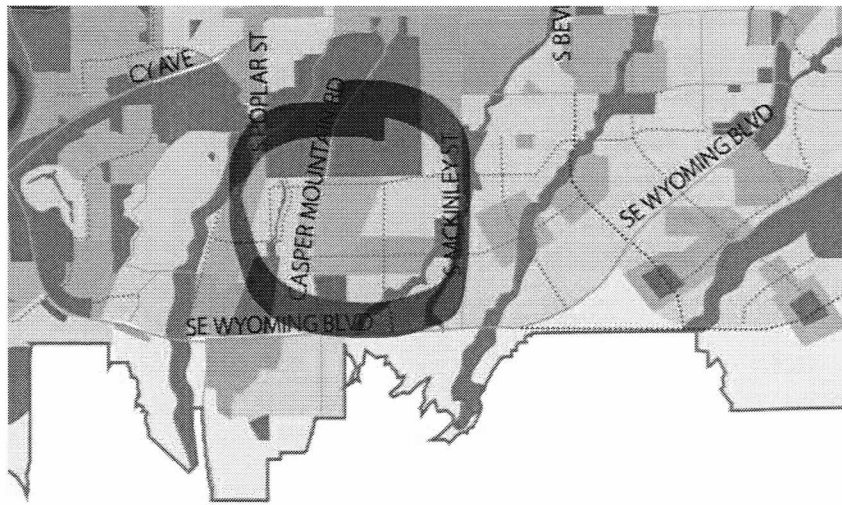
- North – R-3 (One to Four Unit Residential);
- South – Unincorporated - Natrona County Jurisdiction;
- East – R-2 (One Unit Residential);

- West – R-4 (High Density Residential).

Access to all lots, with the exception of proposed Lots 9 and 10, will be off internal streets (*Palmer and Nicklaus*). Lot 10 has frontage on Casper Mountain Road, which is a Wyoming Department of Transportation (WYDOT) highway. Future access to Lot 10 will, therefore, require WYDOT approval/permitting. An access easement has been provided through Lot 10 so that Lot 9 can also be accessed from Casper Mountain Road, in an effort to keep commercial traffic from using the internal, residential streets to the extent possible. It should also be noted that the proposed subdivision is extending the southern connection, Nicklaus Drive, to accommodate traffic and utilities for future growth and development to the south.

Comprehensive Land Use Plan Conformity:

As with all proposed zone changes, 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 designated as “Neighborhood 3.” Page 4-31 of the Plan provides general characteristics of areas designated as a Neighborhood 3, which typically includes a mix of single and multi-family dwellings, as well as small offices, civic uses and community uses that support the surrounding residential. A rezone of proposed Lots 9 and 10, as proposed, would be in keeping with the land uses envisioned under the “Neighborhood 3” FLU (future land use) designation



- | | |
|----------------------|------------------------------|
| Neighborhood 1 | Urban Growth Boundary |
| Neighborhood 2 | North Platte River |
| Neighborhood 3 | Railroad |
| Neighborhood Centers | Proposed Principal Arterials |
| Community Centers | Proposed Minor Arterials |
| Employment Mixed Use | Proposed Collector Roads |
| Employment Centers | |
| Urban Center | |
| Parks + Open Space | |

Figure 1 - FUTURE LAND USE PLAN MAP – (Page 4-26 of Comprehensive Plan) subject area is circled

Figure 2 - GENERAL CHARACTERISTICS OF NEIGHBORHOOD 3 DESIGNATED AREAS
 - (Page 4-31 of the Comprehensive Plan)

Neighborhood 3



GENERAL CHARACTERISTICS	PRIMARY USES	RES. DENSITY	NON-RES. FAR	BUILDING HEIGHT
<p>Higher density neighborhoods near commercial centers and major corridors. Housing is built adjacent to sidewalks. To meet the needs of people in all stages of life, these neighborhoods are supported by a multimodal network, pocket parks, and public gathering spaces. Small offices, civic uses, and community uses (churches, daycare, etc.), that support the surrounding residential, would be acceptable, as necessary. Neighborhood 3 serves as a transition between Neighborhood 2 and Neighborhood Centers and Mixed Use areas.</p>	<p>Attached, single- and multifamily dwellings, including duplexes, townhomes, and other similar types of dwellings, at higher densities. Small format office and community uses.</p>	<p>8 - 30 DU/Acre</p>	<p>2.0</p>	<p>2 - 8 Stories</p>

In addition to the Future Land Use Map, the Comprehensive Land Use Plan provides guidance in the form of Visions, Principles and Goals. The applicable Visions, Principles and Goals of the document have been summarized immediately below.

Chapter 3 of the Generation Casper Comprehensive Land Use Plan (pg. 3-1) provides Visions, Principles, Goals and Strategies intended to provide guidance in the implementation of the Plan.

Vision – Endless Character (pg. 3-5)

Principle – ECH1. Balanced Uses: Encourage a balance of land uses and provide adequate space and distribution for all uses across the community through identified and planned locations.

Goal – ECH1-4. Housing Space: Promote land use patterns that provide adequate housing of all types, supported by integrated parks and services.

Vision – Undiscovered Quality of Life (*pg. 3-23*)

Principle – UQL1. Stable Neighborhoods: Ensure neighborhoods retain a complimentary character across architectural form and use, yet allow for unique and creative design solutions amongst neighborhoods.

Goal – UQL1-1. Density Transect: Compel design that mitigates impacts of high-density development on established neighborhoods by maintaining a transect of built form, with compatible design and scale in each land use zone.

Principle – UQL2. Quality Neighborhoods: Encourage a small town feel by utilizing a variety of housing options that are supported by a safe and efficient transportation system, neighborhood services and amenities for all household types.

Goal – UQL2-2. Mixed Use Neighborhoods: Provide for commercial uses in and adjacent to residential neighborhoods in a manner that contributes to the neighborhood’s integrity and identity through thoughtful design of signage, lighting, buffers, and parking.

Goal – UQL2-5. Public Places: Provide public places in each neighborhood through neighborhood parks, community gardens, and/or corner shops or cafes, which contribute to preserving small-town characteristics.

Chapter 4 of the Comprehensive Land Use Plan (*pg. 4-1*) provides additional framework for the implementation of the Plan.

Page 4-4 – Mix of Uses – “Modern zoning typically results in residential, commercial, and industrial uses not being located close to each other, which promotes the use of the automobile. This increases traffic and makes communities much less friendly for bicyclists and pedestrians. Zoning that promotes a mix of uses and interconnected development can create high-quality walkable communities that preserve roadway and intersection capacity while increasing opportunities for alternative modes like bicycles and transit.”

Page 4-9 – Auto Trip Reduction – The concepts of block configuration, roadway spacing, driveway and intersection spacing, mix of uses, and interconnected development all play a role in reducing the length of vehicle trips and number of vehicles on the roadway. The benefits of reducing automobile trips are numerous, and can include the following:

- Reduced roadway maintenance costs;

- Fewer accidents;
- Smaller roadways and intersections (lower construction costs);
- Decreased air pollution and carbon emissions;
- Fewer conflicts for bicyclists and pedestrians; and,
- Increased physical activity.

Page 4-24 – Changing Urban Form -” While cars can still be accommodated, greater emphasis should be put on pedestrian and bicycle infrastructure. A mix of land uses should be encouraged in these smaller blocks to cluster jobs, stores, and homes in smaller mixed-use land blocks, allowing greater flexibility for development options, and resulting in higher property values.”

Land Uses That Are Permitted under the R-3 and C-2 Zoning Classifications:

17.36.020 Permitted uses.

Except as otherwise provided, in an R-3 district, no building, structure, or land use shall be erected or used except for the following:

- A. Conventional site-build single-family dwellings and manufactured homes with siding material consisting of wood or wood products, stucco, brick, rock, or horizontal lap wood, steel or vinyl siding;
- B. Conventional site-built and modular two-family dwellings;
- C. Conventional site-built and modular multifamily dwellings consisting of not over four individual dwelling units;
- D. Conventional site-built and modular condominiums for residential use consisting of not over four individual dwelling units;
- E. Conventional site-built and modular townhomes for residential use consisting of not over four individual dwelling units;
- F. Day-care, adult;
- G. Family child care home;
- H. Reserved;
- I. Parks, playgrounds, historical sites, golf courses, and other similar recreational facilities used during daylight hours;
- J. Schools, public, parochial, and private elementary, junior and senior high;
- K. Neighborhood assembly uses;
- L. Branch community facilities;
- M. Neighborhood grocery;
- N. Group home;
- O. Church.

17.68.020 Permitted uses.

Except as otherwise provided, no new building, structure or land use shall be erected or used in a C-2 district except:

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, replat, subdivision agreement and zone change after a public hearing on May 19, 2022. Staff did not receive any public comments on these cases. The Planning and Zoning Commission's recommendation on the replat included one condition:

1. At such time as directed by the City and/or WYDOT, the owners of Lots 9 and 10 shall construct, or pay for the construction of a standard City sidewalk, curb, gutter and other public street design features along Casper Mountain Road.

The condition defers the construction of sidewalk/pathway along the Casper Mountain Road frontage of the property until a later date, when more comprehensive public improvements are made to the highway, or when warranted by the density/type of development that occurs. As a WYDOT Highway, curb, gutter, sidewalk and street lights are not currently required. At some point in the future, as the area continues to develop, it is probable that WYDOT will relinquish control of the street to the City of Casper, and standard City street improvements may be undertaken.

Financial Considerations:

Not applicable

Oversight/Project Responsibility:

Community Development Department – Planning Division


Attachments:


Location Map

Proposed Eagle Valley No. 2 Subdivision



May 20, 2022

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

FROM: John Henley, City Attorney 

SUBJECT: An Ordinance Amending Sections 10.36.010 and 10.36.020 of Chapter 10.36 – Parking, of the Casper Municipal Code.

Meeting Type & Date

Regular Council Meeting
June 7, 2022

Action type

Public Hearing and First Reading

Recommendation

That City Council consider An Ordinance Amending Sections 10.36.010 and 10.36.020 of Chapter 10.36 – Parking, of the Casper Municipal Code, on first reading.

Summary

On May 18, 2021, the governing body passed, adopted and approved Ordinance No. 11-21 An Ordinance Amending Various Sections of Chapter 10.36 – Parking, of the Casper Municipal Code, and Resolution 21-56 – A Resolution Adopting the City of Casper Parking Manual and Establishing Application Fees, Permit Fees and Fine Schedules Pertaining to Parking. The general collection of the City’s parking prohibitions, limitations, regulations, and exceptions are contained in the City of Casper’s Parking Manual (adopted by Resolution 21-56).

The Ordinance, Resolution and Parking Manual adopted in May of 2021, established a program to allow parkway parking, limited to the area of 12th Street and 13th Street between CY Avenue and McKinley Street, subject to a permit approved by City Staff. Council recently discussed opening parkway parking city-wide subject to those with a proper parking permit.

Staff anticipates a reduction in parkway parking permit fees with the initial fee being reduced from \$250.00 to \$100.00, and an annual renewal fee being reduced from \$50.00 to \$25.00. The fees are set by resolution, an Amendment to Resolution 21-56 will be before Council at the third reading of the ordinance, to make the resolution consistent with the ordinance changes.

Financial Considerations

Anticipated minimal reduction in parkway permit fees.
Increase in staff time.

Oversight/Project Responsibility

John Henley, City Attorney

Jeff Bullard, Lieutenant

Attachments

Ordinance

ORDINANCE NO. 9-22

AN ORDINANCE AMENDING SECTIONS
10.36.010 AND 10.36.020 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 Casper Municipal Code Chapter 10.36 Parking and the Parking Manual referenced therein concerning parking on the parkways.

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 of Chapter 10.36 – Parking, of the Casper Municipal Code, are amended and shall be codified 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 ~~which was adopted by Resolution No. 21-56; the City of Casper Parking Manual, by Resolution No. 21-56, 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.~~

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 as updated; 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 public services director;
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 curblin, 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 RV that may be parked on a public street 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 days in any thirty-day period, unless the individual has complied with provisions outlined in the current City of Casper Parking Manual.
 - 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.,
 - 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, 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 RV or vehicle within thirty (30) feet of the back of the sidewalk or right of way line in the absence of the sidewalk.

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 ____ day of ____, 2022

PASSED on 2nd reading the ____ day of ____, 2022

PASSED, APPROVED, AND ADOPTED on third and final reading the ____ day of _____, 2022.

APPROVED AS TO FORM:


ATTEST:


CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Ray Pacheco
Mayor

May 20, 2022

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

FROM: John Henley, City Attorney 

SUBJECT: An Ordinance Amending Chapter 5.24 – Hotels and Roominghouses, of the Casper Municipal Code regarding licensing and regulation of commercial hotels, motels and lodging facilities within the City of Casper.

Meeting Type & Date
Regular Council Meeting
June 7, 2022

Action type
Second Reading

Recommendation
That Council consider, on Second Reading, an Ordinance Amending Chapter 5.24 – Hotels and Roominghouses, of the Casper Municipal Code which addresses the licensing and regulation of commercial hotels, motels and lodging facilities within the City of Casper.

Summary
Chapter 5.24 of the Casper Municipal Code was passed on July 19, 1920. This chapter needs updated to remove archaic language. A proposed ordinance to update the outdated language in the code was discussed at the March 8, 2022, work session and a public hearing was scheduled for April 5, 2022. However, the public hearing was canceled after a question surfaced regarding vacation homes and short-term rentals in the Council’s discussion.

At the April 12, 2022, Work Session, Council discussed vacation homes and short-term rentals. Council concluded that staff need not address short-term private rentals such as Airbnb and VRBO by city ordinance, at this time.

The Public Hearing and First Reading of An Ordinance Amending Chapter 5.24 – Hotels and Roominghouses, of the Casper Municipal Code, was conducted on May 17, 2022. The Ordinance was amended to modify the title of Section 5.24.090 to read “Prohibited practices.” Find attached an updated copy of the Ordinance for consideration on Second Reading.

Financial Considerations
It is anticipated there will be a minimal change in license fees and uniformity thereof (\$25.00 per business/calendar year).

Oversight/Project Responsibility

John Henley, City Attorney
Keith McPheeters, Chief of Police

Attachments

Ordinance

ORDINANCE NO. 5-22

AN ORDINANCE AMENDING CHAPTER 5.24 – HOTELS AND ROOMINGHOUSES, OF THE CASPER MUNICIPAL CODE.

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

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

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

WHEREAS, the governing body of the City of Casper desires to update and amend the following Sections of Chapter 5.24 Hotels and Roominghouses.

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

Section 1: Chapter 5.24 Hotels and Roominghouses is renamed “Commercial Hotels, Motels and Lodging Facilities.”

Section 2: The following Sections of Chapter 5.24 are amended and shall be codified as follows:

5.24.010 Definitions.

For the purpose of this chapter, the terms ~~“lodging facility”~~ ~~“roominghouse”~~ and ~~“lodginghouse”~~ means any business or enterprise and includes any house or dwelling where four (4) or more rooms or structures on one (1) parcel of real estate are rented for overnight accommodations. to roomers or lodgers than are used or occupied by the head of the house or his immediate family, whether he be such as tenant, owner, agent or occupant. The terms “roominghouse” and the term “lodginghouse” shall be construed to be synonymous.

~~(Prior code § 19-1)~~

5.24.020 License—Required—Fee.

No person shall ~~conduct, keep, manage, operate or cause to be conducted, kept, managed or operated, either as owner, lessor, lessee, agent or attorney,~~ own, operate or manage any hotel, roominghouse or lodginghouse lodging facility within the city without first having obtained a license from the city to do so. The licenses shall be issued annually and shall expire on the 31st day of December 31st of each year. Any ~~roominghouse, lodginghouse, or hotel~~ lodging facility within the city shall pay an annual license fee of ~~ten dollars~~ twenty-five dollars (\$25.00) per

~~calendar year, upon the first twenty rooms or fractional number thereof, and twenty five cents for each additional room over the twentieth room.~~

~~(Prior code § 19-2)~~

5.24.030 License—Nontransferable.

No license issued under this chapter shall be transferred or assigned.

~~(Prior code § 19-7)~~

5.24.040 License—Posting required.

It is the duty of every person to whom a license is issued, as provided in this chapter, to display such license in a conspicuous manner in the office of the lodging facility hotel, roominghouse, or lodginghouse to which the license relates.

~~(Prior code § 19-5)~~

5.24.050 License—Cancellation—Hearing.

The city council may cancel any license issued under this chapter for violation of any provisions of this chapter. Before such cancellation, however, the licensee shall be notified and shall have a hearing before the city council if demanded. This provision shall not impair or supplant any other legal obligation or prevent the imposition of any other penalty established by lawful ordinances, regulations or statutes.

~~(Prior code § 19-6)~~

5.24.060 Room numbering required.

Any person to whom a license is issued, as provided in this chapter, shall cause each rental unit in such lodging facility to be identified in sleeping room and apartment in such house or hotel to which the license relates to be numbered in a plain and conspicuous manner; the number or room name to be placed on the outside of the door to such room, and no two such doors shall bear the same number or name.

~~(Prior code § 19-9)~~

5.24.070 Guest registration.

Every person to whom a license is issued for the operation of a lodging facility to conduct a hotel, motel, rooming house, lodging house (hereafter lodging operation) shall, at all times, keep a ~~hotel~~ register, which shall contain the names of all guests or persons renting the rooms or occupying rooms in and/or the such lodging operation structure(s) of the lodging facility and their vehicle information of the occupants of the room(s) or structure(s), which register shall be signed by the person renting a room or by someone under the person's direction. ~~After the registration, the manager of the lodging operation, or the manager's agent, shall write the number of the room inside which such such guest or person is to will occupy, together with the time when~~

~~such room is rented, all of which shall be done before such person and the party of such person are permitted to occupy such rooms.~~ Any peace officer of the city or state may request the consent of the manager of the lodging operation, or the manager's agent, to inspect the record or a part of it pertaining to specific names or vehicles as part of the police and sheriffs departments' public safety responsibilities.

~~(Prior code § 19-8; Ord. No. 17-18, 10-16-2018)~~

5.24.080 Use of fictitious name prohibited.

It is unlawful for any person to write or cause to be written in any ~~hotelsuch~~ register ~~(5.24.070)~~ any ~~other or different~~ name ~~other~~ than the ~~accurate~~ true name of such person or the name by which such person is generally known.

~~(Prior code § 19-12)~~

5.24.090 ~~Immoral practices prohibited~~ Prohibited practices.

No person to whom a license is issued, ~~or their agent(s), as provided in this chapter,~~ shall ~~authorize~~ suffer or permit the ~~hotel, roominghouse, or lodginghouse~~ lodging facility to which such license relates to be used ~~as a as a house of ill fame, brothel, or bawdyhouse or disorderly house,~~ for the purpose of prostitution ~~as defined in the Casper Municipal Code or in the Wyoming State Statutes,~~ fornication or lewdness; or suffer any lascivious cohabitation, adultery, ~~fornication or other immoral practice to be carried on therein.~~

~~(Prior code § 19-11)~~

5.24.100 Right of entry for inspection.

Any officer of the city has the right to enter into, and upon, the ~~premises-common areas~~ of any ~~hotel, roominghouse, or lodginghouse~~ lodging facility for the purpose of inspection at any reasonable hour. ~~This provision shall not impair an officer's ability to seek and obtain a search or arrest warrant which shall may be executed pursuant to the terms of the warrant.as at any other location.~~

~~(Prior code § 19-10)~~

5.24.110 Violation—Liability—Prosecution.

- A. Where a license is issued to any copartnership, corporation or association to ~~conduct own, manage or operate~~ a ~~hotel, roominghouse, or lodginghouse,~~ lodging facility any person having charge, management or control of such ~~hotel, roominghouse, or lodginghouse~~ lodging facility ~~may~~ shall be subject liable to prosecution for any violation of this chapter.
- B. ~~For the purpose of Factors for~~ determining the liability of any person ~~or entity to prosecution~~ for violations of any of the provisions of this chapter ~~it shall include identification of who was shall be sufficient to show that such person was,~~ at the time of the act of the alleged violation ~~complained of,~~ the owner and/or person in actual charge,

management, or control of the lodging facilityhouse in which such violationaet is alleged to have been committed.

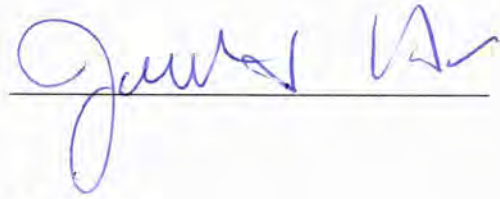
(Prior code §§ 19-14, 19-15)

PASSED on 1st reading the 17th day of May, 2022

PASSED on 2nd reading the ___ day of _____, 2022

PASSED, APPROVED, AND ADOPTED on third and final reading the _____ day of _____, 2022.

APPROVED AS TO FORM:



ATTEST:

Fleur Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Ray Pacheco
Mayor

ORDINANCE NO. 6-22

AN ORDINANCE AMENDING SECTION 10.36.031 OF THE
CASPER MUNICIPAL CODE - MOBILE VENDOR PARKING.

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

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

WHEREAS, 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 Section 10.36.031 of the Casper Municipal Code.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: that Section 10.36.031 of the Casper Municipal Code is amended and shall be codified as follows:

10.36.031 Mobile vendor parking.

A. Mobile Vendor Parking Permit Required.

1. It is unlawful for the owner, or any other person, to permit the operation of a mobile food vendor vehicle in the city without first obtaining a “food license” after inspection by the Natrona County Health Department (NCHD) pursuant to the agreement between the NCHD and the State Department of Agriculture. ~~an annual health license mobile food vendor permit (health mobile food permit) as provided in Section 8.04.020A2.~~
2. ~~The purchase of a health mobile~~ Obtaining a “food license permit” shall not be a substitute for, or affect in any way, the necessity of obtaining other licenses as are required by city, county, state and/or federal government's laws and regulations, except that any vendor issued a yearly ~~health license mobile~~ “food license permit” shall be exempt from the provisions of Chapter 5.38—Itinerant Merchants/Unsolicited Salesmen.
3. Except for those areas designated as a mobile vendor site as by the city manager, it is unlawful for a mobile vendor to operate a mobile vendor vehicle on public property in the DOY without an appropriate mobile vendor parking permit (MVPP). Mobile vendors may conduct business in a designated area if they have an annual ~~health license mobile food vendor~~ “food license permit.”

B. Definitions. For purposes of this section the following terms are defined:

1. "Block face" means both sides of a public street between two consecutive intersecting public streets.
2. "Downtown—Second Street" means limited to Casper's Second Street bounded on the east by Durbin Street and the west by David Street.
3. "Mobile vendor" means the owner, operator, and/or employees operating a "mobile vendor vehicle."
4. "Mobile vendor vehicle" means a vehicle or trailer which operates as a platform for an exchange of goods or services for payment; a food truck is an example, but the definition encompasses an exchange for value of all other goods and services as well.
5. "Mobile vendor parking permit (MVPP)" means a permit of limited number and of limited duration granted for the operation of a mobile vendor vehicle in the DOY.
6. "Downtown" means synonymous with the downtown development district, as defined in Section 2.36.030, as may be amended.
7. "DOY" means the "downtown" area and the "Old Yellowstone district" area combined.
8. "Old Yellowstone district" means the area located generally west of the "downtown," which has been officially zoned OYDSPC (Old Yellowstone district and South Poplar Street corridor). The area designated as the "Old Yellowstone district" may be modified upon approval of zone changes by the city council.
9. "Public parking lot" means a parking lot that is owned, leased, or contractually managed by a government.

C. General Limitations, Restrictions and Rules.

1. Mobile vendors shall not use any public alleyway as a parking area within the city.
2. Garbage collection and site cleanup are the responsibility of the "food license permit" holder/mobile vendor; subsequent permit applications may be denied should this obligation not be fulfilled.
3. A MVPP shall not be required for any mobile vendor that is parking within an area on a street that has been closed or partially closed pursuant to any city-issued street closure permit.
4. ~~The purchase of an annual health mobile~~ Obtaining a "food license permit" and/or a MVPP shall not allow a vendor to park on parkways or in handicapped parking spaces, loading zones, school-related critical parking zones, fire lanes, bus stops, or similarly restricted special parking places. Vendors are not allowed to park in a way that would obstruct any pedestrian ramp, fire hydrant, driveway, garage, or vehicular traffic lane.
5. Mobile vendor vehicles shall position their vehicle or trailer in a manner that will allow all individuals to access the vehicle or trailer from a sidewalk, a closed, marked or barricaded road surface protected from moving vehicles, or from private property. A mobile vehicle vendor, while on an unbarricaded street, shall not operate in a manner that requires individuals to walk or stand in the driving areas or parking areas of the right-of-way, except to the extent that these individuals are within the physical

confines of the vendor's vehicle or trailer or a closed or barricaded portion of a parking area which is protected from moving vehicles.

6. Mobile vehicle vendor operators shall not place any equipment, furnishings, signs, tents, or any other items on the right-of-way, the parkway, or on any public sidewalk.
7. The purchase of a ~~health mobile food vendor~~ "food license permit" and/or a MVPP shall not ~~grant exemption~~ exempt the license holder from parking restrictions related to snow emergencies or any legal street closure or restriction.
8. Signs informing the public of the reserved spacing pursuant to a MVPP may be posted on the curb or sidewalk of reserved street parking spaces or on designated parking lot spaces; ~~and~~ the city manager, or his or her designee, shall determine the earliest time that the sign may be placed.
9. No vehicle associated with the mobile vendor's operation on a street, pursuant to a MVPP, including pull vehicles, support vehicles, and/or employee's/worker's vehicles may park on the same block as the MVPP unless the vehicles are parked within the reserved spots as specified by the MVPP.
10. City electrical outlets in the OYD Parking lot may be used, upon issuance of a MVPP, by mobile vendors after paying a fifteen dollar per day fee and posting a three-hundred-dollar damage deposit with the city clerk's office.

~~City electrical outlets (typically including those in the OYD Parking lot and those used for Christmas lights) may not be used by mobile vendors unless written approval is granted by the city park and recreation department, after paying a fifteen dollar per day fee and posting a three hundred dollar damage deposit with the city clerk's office. Electrical outlets placed for OYD parking lot spaces may be issued upon the issuance of an MVPP.~~

D. Parking Permit Types and Costs.

1. ~~All~~ MVPP permits shall be purchased from the city clerk's office during usual business hours—8:00 a.m. until 5:00 p.m., Monday—Friday, holidays and special event days exempted. ~~The~~ MVPP permits purchased ~~are~~ is only valid for the vehicle/trailer described in the application and cannot be sold, traded or assigned.
2. ~~Two types of permits shall be~~ MVPP Permits available for purchase:
 - a. ~~Health License—Mobile Food Vendor Permits. These permits are currently issued by the city clerk's office. Such permit for mobile food vendors' vehicles is required to lawfully operate within the city. The cost is seventy five dollars annually—fiscal year.~~
 - ba. Mobile Vendor Parking Permit (MVPP).
 - i. A MVPP allows a the mobile vendor's vehicle identified on the permit, to park on designated public property in the DOY with certain restrictions.
 - ii. No MVPP may be issued to one applicant for more than ~~two~~ three consecutive days on the same block face on the same parking lot space, without city council approval; city council approval may be considered for special events or extenuating circumstances of the requesting adjacent

business for a maximum of five consecutive days and to be granted to a business a maximum of six times in any calendar year.

- iii. A MVPP may be purchased up to thirty days in advance of the requested parking date; MVPPs are to be issued on a time priority basis, the first to apply shall be the recipient of the requested block face or requested parking lot space. The day of the requested parking date is day one for purposes of counting back to the earliest application date.
- iv. Hours: ~~Monday—Friday [the]~~ The hours of setup and operation are limited for a DOY location to a start time of 3:00 a.m. until 3:00 a.m. the following morning.
- ~~v. Hours: Saturdays—Sundays the hours of parking/operation for a MVPP begins at 3:00 a.m. and expires at 3:00 a.m. the following morning.~~
- vi. A maximum of ten MVPPs for all applicants can be issued for all applicants in any one calendar month for any one block face.
- vii. A MVPP costs twenty-five dollars per space per day. The applicant for a street space can request a maximum of two parallel parking spaces or three diagonal parking spaces.

3. MVPP Application and Permit Contents. The MVPP permit application form shall require the vendor to specify and the permit shall state on its face:

- a. The street legal vehicles or street legal trailers that will be operating under the MVPP, including the vehicles' license numbers and the owner of such vehicle and/or trailer and/or bus, with emergency contact cell/phone number.
- b. The date or dates for which the permit is requested.
- c. The parking lot or block on which the vendor wishes to operate. The block shall be identified by the street, and the side of the street, on which the vehicle or trailer will be parked, along with the two nearest cross streets in both directions from the desired location.
- d. The parking spot or spots that the vendor wishes to occupy, if available.
- e. ~~The~~ A street MVPP application for parking spaces on a block face must also be co-signed by a downtown business owner, downtown business manager, or downtown real property owner on the block face for which a MVPP is requested and that business property must be within thirty feet of the nearest requested parking space.
- f. Information deemed helpful or relevant by the city clerk's office for the issuance of or enforcement of a MVPP.
- g. The MVPP shall be posted conspicuously upon the mobile vendor's vehicle, as will the ~~health mobile food vendor permit~~ food license issued upon approval by the Natrona County Health Department on behalf of the Department of Agriculture, if applicable. for mobile food vendors, which verifies the applicant's approval from the health department, building department, and fire department.

E. Notice to Downtown Development Authority. When a complete MVPP application has been filed, the city clerk's office shall e-mail a notice of filing to the downtown development authority.

F. Penalties.

1. Parking Without Required ~~Mobile Vendor Food License~~ ~~Permit~~ and/or MVPP. If a mobile vendor is parked for operation in the city without the correct permit(s) license(s) as stated herein, such conduct shall constitute a misdemeanor.
2. Clean Up of Area. The ~~yearly food license permit~~ holder and/or MVPP holder shall pick-up and bag ongoing litter and trash within a ~~ninety~~ thirty-foot radius of the mobile vendor vehicle operation, as well as monitor for and remediate potential hazards associated with the vendor's operation and hazards due to product spills, product and product container refuge within a ~~thirty~~ ninety-foot radius of the mobile vendor vehicle operation.
3. A violation of this section/chapter shall constitute a misdemeanor punishable by a fine of up to five hundred dollars.
4. Loss of MVPP Application Privilege. Two or more violations of this section/chapter within a nine-month period shall result in a revocation of the owners' and if a street space, a business' ability to apply for a MVPP for a period of six weeks, which period of time shall commence as determined by the city clerk, but no later than three weeks after a plea of guilty, payment of fine, a nolo contendere plea or a finding of guilt after trial for the second violation.

(Ord. No. 4-18, 6-5-2018; Ord. No. 10-19, 6-4-2019; Ord. No. 20-19, 8-6-2019)

PASSED on 1st reading the 17th day of May, 2022

PASSED on 2nd reading the ___ day of _____, 2022

PASSED, APPROVED, AND ADOPTED on third and final reading the _____ day of _____, 2022.

APPROVED AS TO FORM:



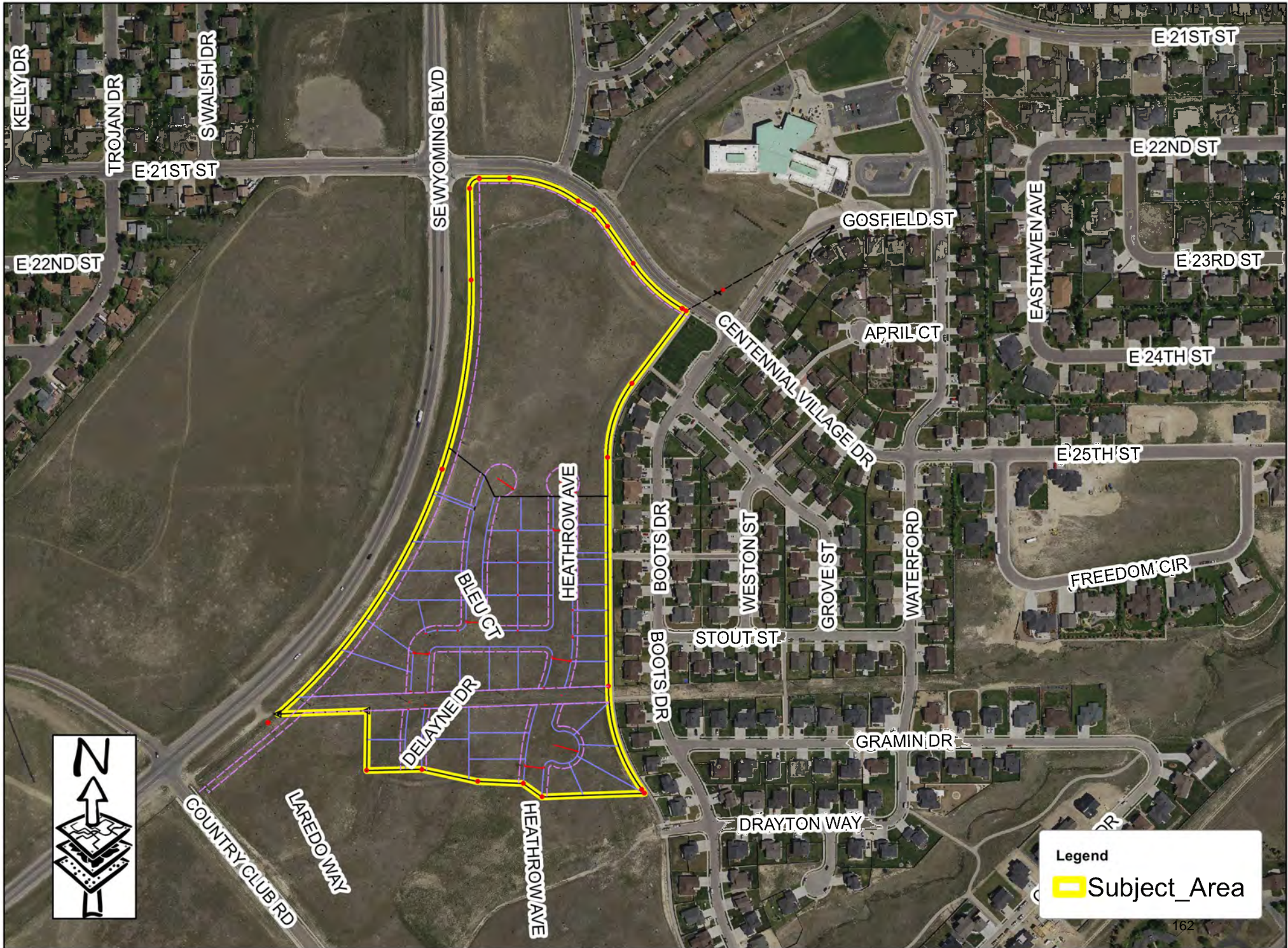
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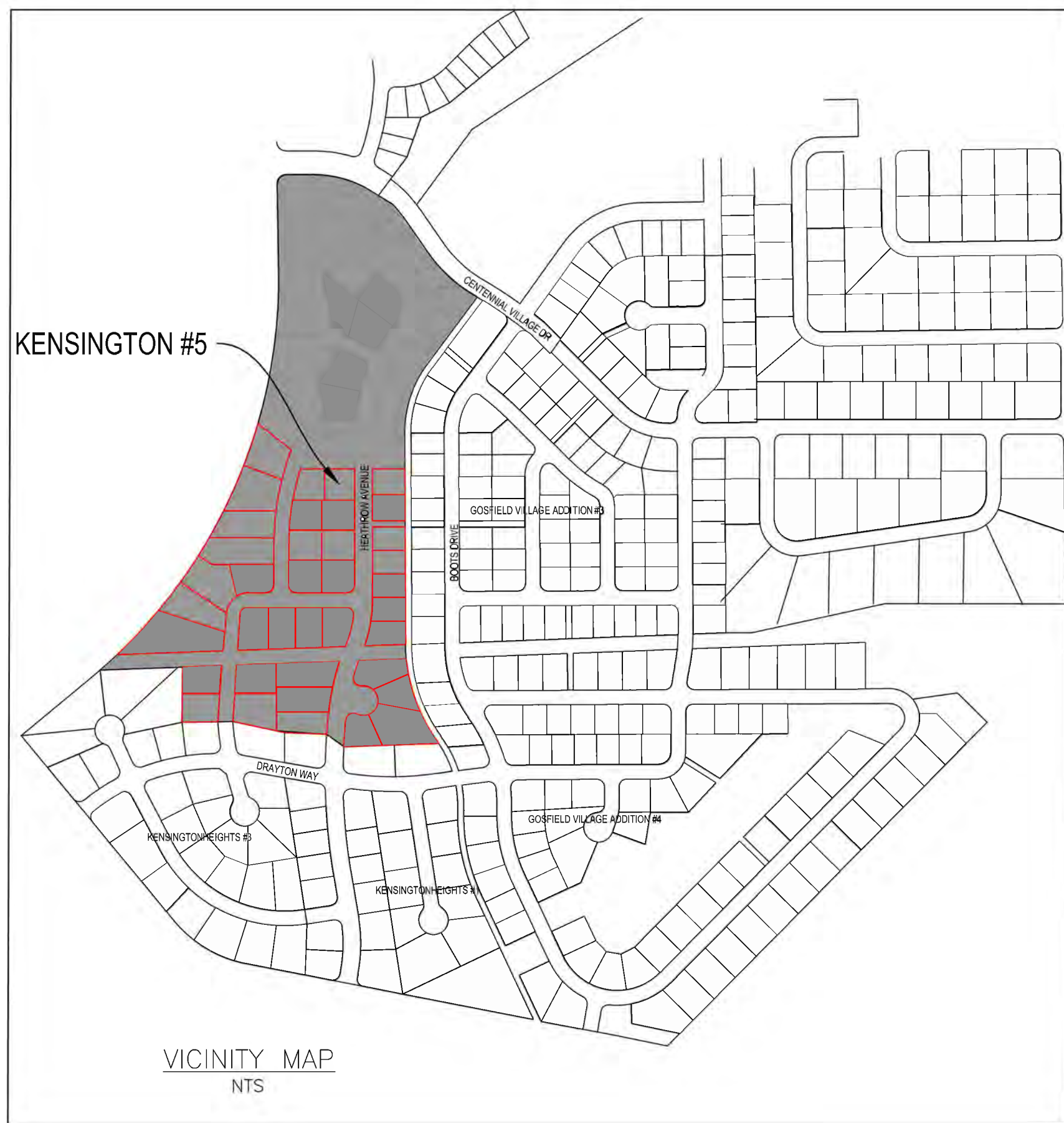
Fleur Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Ray Pacheco
Mayor

Proposed Replat Creating Kensington Heights Addition No. 5





CURVE TABLE					
CURVE #	DELTA	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	6° 18' 50"	850.00'	N0° 38' 58"W	93.62'	93.67'
C2	6° 19' 41"	850.00'	N5° 40' 18"E	93.83'	93.88'
C3	6° 45' 37"	800.00'	S6° 08' 35"W	94.34'	94.39'
C4	6° 44' 54"	800.00'	S0° 36' 41"E	94.17'	94.22'
C5	2° 09' 05"	2005.00'	N5° 01' 34"E	75.28'	75.28'
C6	5° 58' 11"	800.00'	N9° 05' 12"E	83.32'	83.35'
C7	6° 22' 44"	800.00'	N15° 15' 40"E	89.02'	89.06'
C8	111° 15' 13"	25.00'	S61° 04' 57"W	41.27'	48.54'
C9	52° 42' 44"	50.00'	N89° 38' 49"W	44.39'	46.00'
C10	53° 46' 36"	50.00'	S37° 06' 31"W	45.23'	46.93'
C11	53° 46' 36"	50.00'	S16° 40' 05"E	45.23'	46.93'
C12	52° 42' 44"	50.00'	S69° 54' 45"E	44.39'	46.00'
C13	112° 10' 45"	25.00'	S40° 10' 44"E	41.50'	48.95'
C14	4° 17' 03"	740.00'	S18° 03' 10"W	55.32'	55.33'
C15	17° 01' 51"	530.00'	N17° 51' 30"W	156.96'	157.54'
C16	10° 29' 46"	460.00'	N14° 04' 22"E	84.15'	84.27'
C17	9° 03' 33"	460.00'	S4° 17' 42"W	72.66'	72.73'
C18	0° 15' 50"	400.00'	N22° 35' 17"E	1.84'	1.84'
C19	97° 42' 55"	25.00'	N41° 08' 33"W	37.65'	42.64'
C20	86° 09' 59"	25.00'	S46° 55' 00"W	34.15'	37.60'
C21	0° 57' 52"	295.00'	N4° 18' 57"E	4.97'	4.97'
C22	57° 14' 01"	75.00'	N32° 27' 01"E	71.84'	74.92'
C23	28° 55' 59"	75.00'	N75° 32' 01"E	37.47'	37.87'
C24	90° 00' 00"	25.00'	N45° 00' 00"E	35.36'	39.27'
C25	1° 50' 17"	900.00'	N0° 45' 15"E	28.87'	28.87'
C26	6° 22' 11"	900.00'	N4° 37' 41"E	100.01'	100.06'
C27	6° 21' 56"	900.00'	N11° 49' 36"E	99.94'	99.99'
C28	5° 05' 35"	900.00'	N17° 06' 49"E	79.97'	80.00'

CURVE TABLE					
CURVE #	DELTA	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C29	5° 10' 40"	175.00'	N22° 14' 58"E	15.81'	15.81'
C30	7° 17' 28"	850.00'	S13° 44' 08"W	108.09'	108.16'
C31	6° 47' 27"	850.00'	S6° 41' 41"W	100.69'	100.75'
C32	3° 17' 57"	850.00'	S1° 38' 59"W	48.94'	48.95'
C33	90° 00' 00"	25.00'	S45° 00' 00"E	35.36'	39.27'
C34	90° 00' 00"	25.00'	N45° 00' 00"E	35.36'	39.27'
C35	2° 17' 02"	1737.02'	S17° 26' 32"W	69.24'	69.24'
C36	3° 01' 43"	1737.02'	S20° 03' 09"W	91.81'	91.82'
C37	4° 27' 33"	1737.02'	S23° 53' 38"W	135.16'	135.19'
C38	3° 43' 21"	1737.02'	S27° 56' 40"W	112.84'	112.86'
C39	2° 30' 49"	1737.02'	S31° 03' 55"W	76.20'	76.21'
C40	3° 31' 07"	1737.02'	S34° 04' 47"W	106.65'	106.67'
C41	3° 58' 25"	1737.02'	S37° 49' 33"W	120.44'	120.47'
C42	6° 38' 24"	1737.02'	S43° 07' 57"W	201.19'	201.30'
C43	2° 36' 31"	1945.00'	S4° 09' 05"W	88.55'	88.56'
C44	9° 53' 36"	530.00'	N31° 19' 14"W	91.40'	91.52'
C45	2° 15' 40"	370.00'	N35° 08' 12"W	14.60'	14.60'
C46	2° 15' 41"	740.00'	S21° 19' 32"W	29.21'	29.21'
C48	5° 24' 26"	530.00'	S2° 04' 25"E	50.00'	50.02'
C49	3° 08' 08"	460.00'	N20° 53' 19"E	25.17'	25.17'
C50	0° 49' 03"	800.00'	S9° 55' 55"W	11.41'	11.41'
C51	6° 30' 26"	345.00'	N7° 05' 14"E	39.16'	39.18'
C52	14° 44' 28"	400.00'	N15° 05' 09"E	102.63'	102.91'
C53	3° 52' 27"	800.00'	S20° 23' 15"W	54.08'	54.09'
C54	5° 32' 34"	295.00'	N7° 34' 10"E	28.53'	28.54'
C55	1° 30' 18"	850.00'	S9° 35' 18"W	22.33'	22.33'
C56	4° 33' 57"	530.00'	N7° 04' 04"W	42.22'	42.23'

CERTIFICATE OF DEDICATION

STATE OF WYOMING }
COUNTY OF NATRONA }SS

THE UNDERSIGNED, KENSINGTON HEIGHTS DEVELOPMENT, LLC, DOES HEREBY CERTIFY THAT THEY ARE THE OWNERS AND PROPRIETORS OF THE FOLLOWING DESCRIBED PARCEL OF LAND CURRENTLY KNOWN AS TRACT A, KENSINGTON HEIGHTS ADDITION NO. 4, SITUATE IN THE SW¼ AND THE SE¼SW¼, OF SECTION 13, T.33N., R.79W., 6TH P.M., NATRONA COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER 1/4 CORNER OF SAID SECTION 13, MONUMENTED BY A BRASS CAP;

THENCE S60°14'02"W, A DISTANCE OF 522.36 FEET TO THE NORTHEAST CORNER OF SAID TRACT A, ALSO BEING THE NORTHWEST CORNER OF TRACT D, 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 S36°47'43"W, ALONG THE EAST LINE OF THE PARCEL AND THE WESTERLY LINE OF SAID TRACT D, A DISTANCE OF 279.55 FEET TO A POINT OF CURVATURE, MONUMENTED BY A BRASS CAP;

THENCE CONTINUING ALONG THE EAST LINE OF THE PARCEL AND THE WESTERLY LINE OF SAID TRACT D, AND ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 379.94 FEET, THROUGH A CENTRAL ANGLE OF 37°01'48", AN ARC DISTANCE OF 245.55 FEET, SAID CURVE HAVING A CHORD BEARING OF S18°16'50"W AND A CHORD DISTANCE OF 241.30 FEET TO THE END OF CURVE, MONUMENTED BY A BRASS CAP;

THENCE S00°14'04"E, ALONG THE EAST LINE OF THE PARCEL AND THE WESTERLY LINE OF SAID TRACT D, A DISTANCE OF 707.87 FEET TO A POINT OF CURVATURE, SAID POINT BEING LOCATED ON THE NORTH LINE OF A FIFTY FOOT (50') WIDE PACIFIC POWER & LIGHT EASEMENT, MONUMENTED BY A BRASS CAP;

THENCE ALONG THE EAST LINE OF THE PARCEL AND THE WESTERLY LINE OF GOSFIELD ADDITION NO. 4, AND ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 530.00 FEET, THROUGH A CENTRAL ANGLE OF 36°53'50", AN ARC DISTANCE OF 341.31 FEET, SAID CURVE HAVING A CHORD BEARING OF S17°49'07"E AND A CHORD DISTANCE OF 335.44 FEET TO A POINT OF REVERSE CURVATURE, MONUMENTED BY A BRASS CAP;

THENCE ALONG THE EAST LINE OF THE PARCEL AND THE WESTERLY LINE OF GOSFIELD ADDITION NO. 4, AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 370.00 FEET, THROUGH A CENTRAL ANGLE OF 02°15'40", AN ARC DISTANCE OF 14.60 FEET, SAID CURVE HAVING A CHORD BEARING OF S35°08'12"E AND A CHORD DISTANCE OF 14.60 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 S87°58'45"W, ALONG THE SOUTH LINE OF THE PARCEL AND THE NORTH LINE OF LOTS 1 AND 2 OF SAID BLOCK 5, A DISTANCE OF 317.28 FEET TO THE NORTHWEST CORNER OF SAID BLOCK 5, LOCATED ON THE EAST LINE OF HEATHROW AVENUE, MONUMENTED BY A BRASS CAP;

THENCE N54°14'03"W, ALONG THE SOUTH LINE OF THE PARCEL AND ACROSS HEATHROW AVENUE, A DISTANCE OF 71.06 FEET TO A POINT BEING THE NORTHEAST CORNER OF LOT 1, BLOCK 4, KENSINGTON HEIGHTS ADDITION NO. 1, LOCATED ON THE WEST LINE OF HEATHROW AVENUE, MONUMENTED BY A BRASS CAP;

THENCE N87°36'02"W, ALONG THE SOUTH LINE OF THE PARCEL AND THE NORTH LINE OF SAID LOT 1, BLOCK 4, A DISTANCE OF 141.49 FEET TO THE NORTHWEST CORNER OF SAID LOT 1 AND THE NORTHEAST CORNER OF LOT 2, BLOCK 4, KENSINGTON HEIGHTS ADDITION NO. 3, MONUMENTED BY A BRASS CAP;

THENCE N77°54'22"W, ALONG THE SOUTH LINE OF THE PARCEL AND THE NORTH LINE OF SAID LOT 2, BLOCK 4, A DISTANCE OF 176.57 FEET TO THE NORTHWEST CORNER OF SAID LOT 2, LOCATED ON THE WEST LINE OF BERKSHIRE WAY, MONUMENTED BY A BRASS CAP;

THENCE S89°00'46"W, ALONG THE SOUTH LINE OF THE PARCEL ACROSS BERKSHIRE WAY AND ALONG THE NORTH LINE OF LOT 1, BLOCK 6, KENSINGTON HEIGHTS ADDITION NO. 3, A DISTANCE OF 170.25 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, MONUMENTED BY A BRASS CAP;

THENCE N00°45'51"E, ALONG THE WEST LINE OF THE PARCEL AND THE EAST LINE OF LOT 6, BLOCK 7, KENSINGTON HEIGHTS ADDITION NO. 4, A DISTANCE OF 184.64 FEET TO THE NORTHEAST CORNER OF SAID LOT 6, MONUMENTED BY A BRASS CAP;

THENCE S87°58'45"W, ALONG THE SOUTH LINE OF THE PARCEL AND THE NORTH LINE OF LOTS 5 AND 6, BLOCK 7, KENSINGTON HEIGHTS ADDITION NO. 4, A DISTANCE OF 276.32 FEET TO THE SOUTHWEST CORNER OF THE PARCEL AND THE NORTHWEST CORNER OF SAID LOT 5, BLOCK 7, MONUMENTED BY A BRASS CAP;

THENCE CONTINUING ALONG THE WESTERLY LINE OF THE PARCEL AND THE EASTERLY RIGHT-OF-WAY LINE OF WYOMING BOULEVARD, AND ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1737.02 FEET, THROUGH A CENTRAL ANGLE OF 30°24'31", AN ARC DISTANCE OF 921.90 FEET, SAID CURVE HAVING A CHORD BEARING OF N33°48'03"E AND A CHORD DISTANCE OF 911.11 FEET TO A POINT ON THE CURVE, MONUMENTED BY A WYOMING DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MONUMENT;

THENCE CONTINUING ALONG THE WESTERLY LINE OF THE PARCEL AND SAID EASTERLY RIGHT-OF-WAY LINE, AND ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1737.02 FEET, THROUGH A CENTRAL ANGLE OF 19°38'35", AN ARC DISTANCE OF 595.51 FEET, SAID CURVE HAVING A CHORD BEARING OF N08°45'46"E AND A CHORD DISTANCE OF 592.60 FEET TO THE END OF CURVE, MONUMENTED BY A WYOMING DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MONUMENT;

THENCE N01°02'58"W, ALONG THE WEST LINE OF THE PARCEL AND THE EAST LINE OF SAID RIGHT-OF-WAY LINE, A DISTANCE OF 283.75 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 30.00 FEET, THROUGH A CENTRAL ANGLE OF 91°05'59", AN ARC DISTANCE OF 47.70 FEET, SAID CURVE HAVING A CHORD BEARING OF N44°39'20"E AND A CHORD DISTANCE OF 42.83 FEET TO THE END OF CURVE, LOCATED ON THE SOUTH LINE OF CENTENNIAL VILLAGE DRIVE, MONUMENTED BY A BRASS CAP;

THENCE N89°58'25"E, ALONG THE NORTH LINE OF THE PARCEL AND THE SOUTH LINE OF CENTENNIAL VILLAGE DRIVE, A DISTANCE OF 93.14 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 360.00 FEET, THROUGH A CENTRAL ANGLE OF 36°19'16", AN ARC DISTANCE OF 228.21 FEET, SAID CURVE HAVING A CHORD BEARING OF S71°48'33"E AND A CHORD DISTANCE OF 224.41 FEET TO THE END OF CURVE, MONUMENTED BY A BRASS CAP;

THENCE S59°49'43"E, CONTINUING ALONG THE NORTH LINE OF THE PARCEL AND THE SOUTH LINE OF CENTENNIAL VILLAGE DRIVE, A DISTANCE OF 54.68 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 370.00 FEET, THROUGH A CENTRAL ANGLE OF 10°18'50", AN ARC DISTANCE OF 66.60 FEET, SAID CURVE HAVING A CHORD BEARING OF S39°58'31"E AND A CHORD DISTANCE OF 66.51 FEET TO THE END OF CURVE, MONUMENTED BY A BRASS CAP;

THENCE S34°52'35"E, ALONG THE NORTH LINE OF THE PARCEL AND THE SOUTH LINE OF CENTENNIAL VILLAGE DRIVE, A DISTANCE OF 139.09 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 LEFT HAVING A RADIUS OF 481.03 FEET, THROUGH A CENTRAL ANGLE OF 24°47'58", AN ARC DISTANCE OF 208.20 FEET, SAID CURVE HAVING A CHORD BEARING OF S47°16'34"E AND A CHORD DISTANCE OF 206.58 FEET TO THE END OF CURVE, MONUMENTED BY A BRASS CAP;

THENCE S59°01'18"E, ALONG THE NORTH LINE OF THE PARCEL AND THE SOUTH LINE OF CENTENNIAL VILLAGE DRIVE, A DISTANCE OF 14.20 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 26.67 ACRES, AND IS SUBJECT TO ANY RIGHTS-OF-WAY AND/OR EASEMENTS, RESERVATIONS AND ENCUMBRANCES WHICH HAVE BEEN LEGALLY ACQUIRED.

THE PARCEL OF LAND, AS IT APPEARS ON THIS PLAT, IS DEDICATED WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS. THE NAME OF THE SUBDIVISION SHALL BE "KENSINGTON HEIGHTS ADDITION NO. 5" AND THE OWNERS HEREBY GRANT TO THE PUBLIC AND PRIVATE UTILITY COMPANIES AN EASEMENT AND LICENSE TO LOCATE, CONSTRUCT, USE AND MAINTAIN CONDUITS, LINES, WIRES AND PIPES, ANY OR ALL OF THEM, UNDER AND ALONG THE STRIPS OF LAND MARKED "UTILITY EASEMENT" AS SHOWN ON THIS PLAT. A FIVE FOOT WIDE 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, OR HAVE BEEN PREVIOUSLY, DEDICATED TO THE USE OF THE PUBLIC.

KENSINGTON HEIGHTS DEVELOPMENT, LLC
421 SOUTH CENTER ST., SUITE 101
CASPER, WYOMING 82601

LISA BURRIDGE - MANAGING MEMBER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY LISA BURRIDGE, MANAGING MEMBER OF KENSINGTON HEIGHTS DEVELOPMENT, LLC THIS _____ DAY OF _____, 2022.

WITNESS MY HAND AND OFFICIAL SEAL.
MY COMMISSION EXPIRES _____

NOTARY PUBLIC

CERTIFICATE OF SURVEYOR

STATE OF WYOMING }
COUNTY OF NATRONA }SS

I, WILLIAM R. FEHRINGER, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSE NO. 5528, DO HEREBY CERTIFY THAT THIS PLAT WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE UNDER MY DIRECT SUPERVISION IN JANUARY, 2022 TO MARCH, 2021, AND THAT THIS PLAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, CORRECTLY AND ACCURATELY REPRESENTS SAID SURVEY. ALL DIMENSIONS ARE EXPRESSED IN FEET AND DECIMALS THEREOF ALL BEING TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY WILLIAM R. FEHRINGER THIS _____ DAY OF _____, 2022.

WITNESS MY HAND AND OFFICIAL SEAL.
MY COMMISSION EXPIRES _____

NOTARY PUBLIC



VACATION AND REPLAT OF TRACT A
KENSINGTON HEIGHTS ADDITION NO. 4
AS
**KENSINGTON HEIGHTS
ADDITION NO. 5**

TO THE CITY OF CASPER, WYOMING
BEING A PORTION OF THE SW¼
AND THE SE¼NW¼, SECTION 13
T.33N., R.79W., 6TH P.M.
NATRONA COUNTY, WYOMING
SHEET 1 OF 2

NOTES

1. ERROR OF CLOSURE EXCEEDS 1:476,878.
2. BASIS OF BEARING IS THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983/2011.
3. THE CONVERGENCE ANGLE AT THE POINT OF BEGINNING IS 00°43'22.69", AND THE COMBINED FACTOR IS 0.9997732.
4. ALL DISTANCES ARE GRID.
5. ELEVATIONS SHOWN HEREON ARE BASED ON NAVD 88 DATUM AND ARE NOT MEANT TO USED AS BENCHMARKS.

LEGEND

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

APPROVALS

APPROVED BY THE CITY OF CASPER PLANNING AND ZONING COMMISSION OF CASPER, WYOMING THIS _____ DAY OF _____, 2022.

ATTEST: _____ SECRETARY _____ CHAIRMAN

APPROVED BY THE CITY COUNCIL OF CASPER, WYOMING BY ORDINANCE NO. _____, DULY PASSED, ADOPTED AND APPROVED THIS _____ DAY OF _____, 2022.

ATTEST: _____ CITY CLERK _____ MAYOR

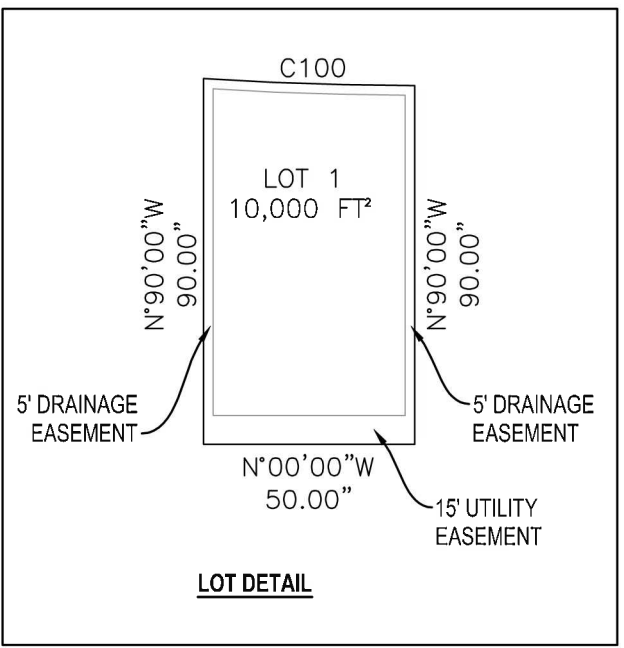
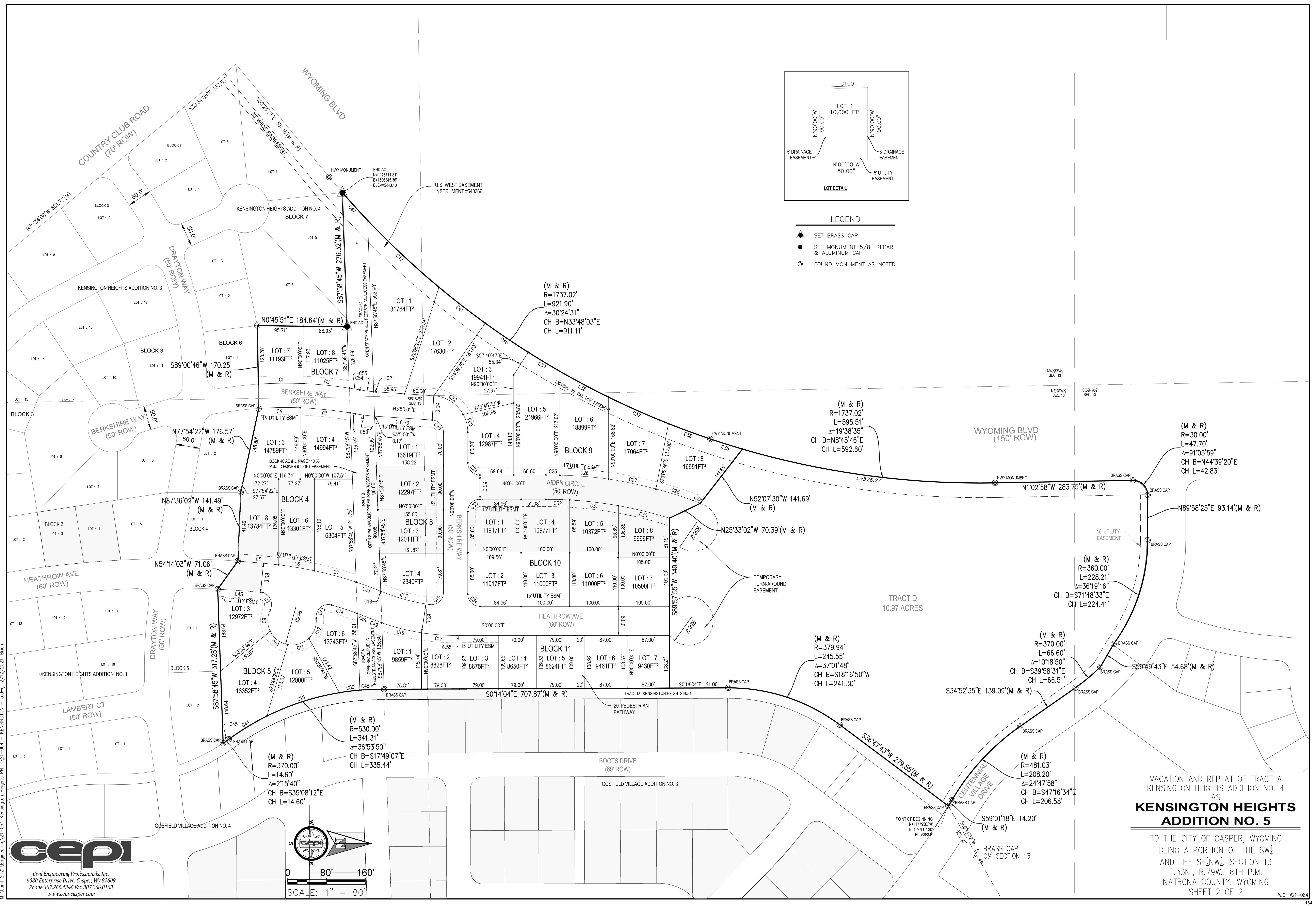
INSPECTED AND APPROVED THIS _____ DAY OF _____, 2022.

INSPECTED AND APPROVED THIS _____ DAY OF _____, 2022. CITY ENGINEER

CITY SURVEYOR



Civil Engineering Professionals, Inc.
6080 Enterprise Drive, Casper, WY 82609
Phone 307.266.4346 Fax 307.266.0103
www.cepi-casper.com

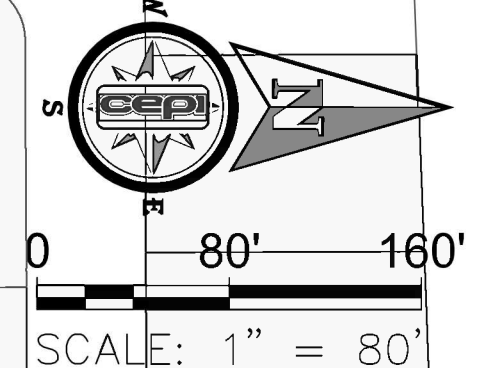


- LEGEND**
- SET BRASS CAP
 - SET MONUMENT 5/8" REBAR & ALUMINUM CAP
 - ⊙ FOUND MONUMENT AS NOTED

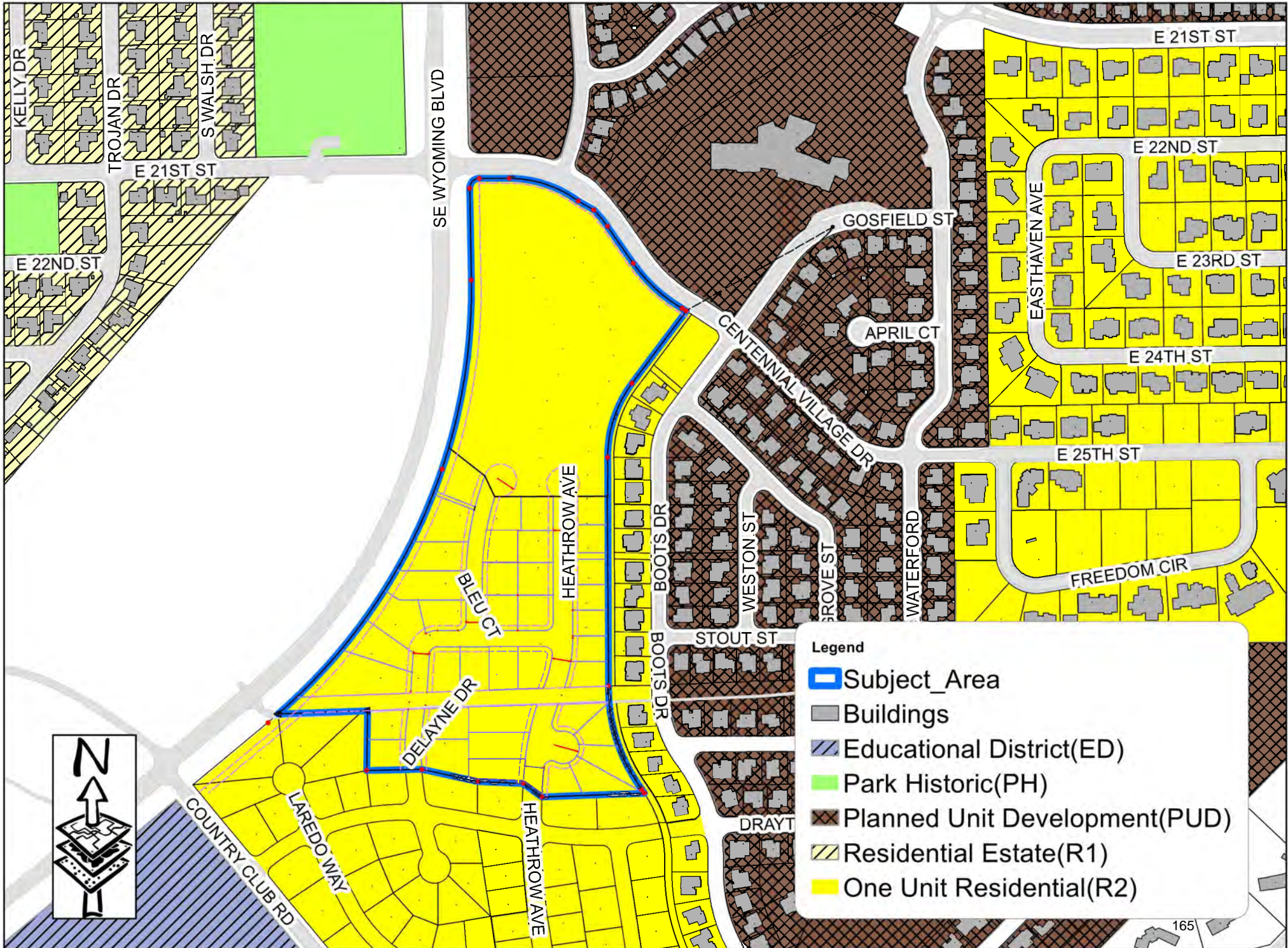
VACATION AND REPLAT OF TRACT A
KENSINGTON HEIGHTS ADDITION NO. 4
AS
**KENSINGTON HEIGHTS
ADDITION NO. 5**
TO THE CITY OF CASPER, WYOMING
BEING A PORTION OF THE SW 1/4
AND THE SE 1/4 NW 1/4, SECTION 13
T.33N., R.79W., 6TH P.M.
NATRONA COUNTY, WYOMING
SHEET 2 OF 2

M:\Land 2021\Engineering\21-064 Kensington Heights PH III\21-064 - 5.dwg, 2/12/2021, Brian

CEPI
Civil Engineering Professionals, Inc.
6080 Enterprise Drive, Casper, WY 82609
Phone 307.266.4346 Fax 307.266.0103
www.cepi-casper.com



Proposed Replat Creating Kensington Heights Addition No. 5



ORDINANCE NO. 7-22

AN ORDINANCE APPROVING A VACATION, REPLAT AND SUBDIVISION AGREEMENT TO CREATE THE KENSINGTON HEIGHTS ADDITION NO. 5 SUBDIVISION IN THE CITY OF CASPER, WYOMING.

WHEREAS an application has been made to vacate and replat Tract A, Kensington Heights Addition No. 4, to create the Kensington Heights Addition No. 5, located south of Centennial Village Drive and east of Wyoming Boulevard; and,

WHEREAS, a written subdivision agreement will be entered into with the City of Casper, which will be approved with the vacation/replat upon third reading of this ordinance; and,

WHEREAS, this vacation and replat require approval by ordinance, following a public hearing; and,

WHEREAS, after a public hearing on April 21, 2022, the City of Casper Planning and Zoning Commission passed a motion recommending that City Council approve the vacation and replat, with conditions; and,

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

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

SECTION 1:

The vacation and replat creating the Kensington Heights Addition No. 5 Subdivision is hereby approved.

SECTION 2:

Kensington Heights Addition No. 5 Subdivision Agreement is hereby approved, with the recommended conditions from the Planning and Zoning Commission incorporated; and the Mayor is hereby authorized and directed to execute, and the City Clerk to attest said document.

SECTION 3:

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

PASSED on 1st reading the 17th day of May, 202 .

PASSED on 2nd reading the ____ day of _____, 202 .

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the ____ day of _____, 20 .

APPROVED AS TO FORM:

Walter Tremel

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Ray Pacheco
Mayor

Proposed Replat/Rezone Creating Harmony Hills Addition No. 4



CERTIFICATE OF DEDICATION

STATE OF WYOMING } SS
 COUNTY OF NATRONA }
 THE UNDERSIGNED, HIGH PLAINS INVESTMENTS, LLC, AND HARMONY DEVELOPMENT, LLC, DO HEREBY CERTIFY THAT THEY ARE THE OWNERS AND PROPRIETORS OF THE FOLLOWING DESCRIBED PARCEL OF LAND BEING A VACATION AND REPLAT OF LOTS 7 - 13 AND 27 - 29 AND PORTIONS OF LOTS 6, 14 & 26, SUNRISE HILLS NO. 3 ADDITION AND A PORTION OF TRACT C, SUNRISE HILLS NO. 12 ADDITION, SITUATE WITHIN PORTIONS OF THE NW¼ AND THE SW¼ OF SECTION 29, T.33N., R.79W., 6TH P.M., CITY OF CASPER, NATRONA COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:



HARMONY HILLS NO. 4

VICINITY MAP
 1" = 400'

COMMENCING AT THE NORTHWEST CORNER OF THE PARCEL, ALSO BEING THE SOUTHWEST CORNER OF LOT 1, BLOCK 2 OF HARMONY HILLS ADDITION NO. 2 - PHASE 1, MONUMENTED BY A BRASS CAP AND BEING THE POINT OF BEGINNING;

THENCE N89°19'15"E, ALONG THE NORTH LINE OF THE PARCEL AND THE SOUTH LINE OF LOT 1, BLOCK 2 AND LOTS 1-3, BLOCK 3, HARMONY HILLS ADDITION NO. 2 - PHASE 1, A DISTANCE OF 569.10 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3, LOCATED ON THE WEST LINE OF TRANQUILITY WAY AND MONUMENTED BY A BRASS CAP;

THENCE N77°42'22"E, ACROSS TRANQUILITY WAY, A DISTANCE OF 51.17 FEET TO THE SOUTHWEST CORNER OF LOT 1, BLOCK 4, HARMONY HILLS ADDITION NO. 2 - PHASE 1, LOCATED ON THE EAST LINE OF TRANQUILITY WAY AND MONUMENTED BY A BRASS CAP;

THENCE N89°19'15"E, ALONG THE NORTH LINE OF THE PARCEL AND THE SOUTH LINE OF SAID LOT 1, BLOCK 4, A DISTANCE OF 100.01 FEET TO THE NORTHEAST CORNER OF THE PARCEL AND THE SOUTHEAST CORNER OF SAID LOT 1, BLOCK 4, MONUMENTED BY A BRASS CAP;

THENCE S00°00'00"E, ALONG THE EAST LINE OF THE PARCEL, A DISTANCE OF 628.25 FEET TO THE SOUTHEAST CORNER OF THE PARCEL, MONUMENTED BY A BRASS CAP;

THENCE S88°57'21"W, ALONG THE SOUTH LINE OF THE PARCEL AND THE NORTH LINE OF TRACT D, SUNRISE HILLS NO. 12, A DISTANCE OF 480.07 FEET TO THE NORTHWEST CORNER OF SAID TRACT D, LOCATED ON THE EAST LINE OF MARKS WAY AND GOODSTEIN DRIVE, MONUMENTED BY A BRASS CAP;

THENCE N00°42'13"W, ALONG THE EAST LINE OF GOODSTEIN DRIVE, A DISTANCE OF 19.78 FEET TO THE NORTH LINE OF MARKS WAY, MONUMENTED BY A BRASS CAP;

THENCE S89°11'58"W, ALONG THE SOUTH LINE OF THE PARCEL AND THE NORTH LINE OF MARKS WAY, A DISTANCE OF 61.12 FEET TO A POINT, MONUMENTED BY A BRASS CAP;

THENCE S89°11'09"W, ALONG THE SOUTH LINE OF THE PARCEL AND THE NORTH LINE OF MARKS WAY, A DISTANCE OF 225.74 FEET TO A POINT OF CURVATURE, MONUMENTED BY A BRASS CAP;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, THROUGH A CENTRAL ANGLE OF 98°37'53", A DISTANCE OF 34.43 FEET, WITH A CHORD BEARING OF N41°29'54"W, A DISTANCE OF 30.33 FEET TO THE END OF CURVE, LOCATED ON THE EAST LINE OF SOUTH POPLAR STREET, MONUMENTED BY A BRASS CAP;

THENCE IN A NORTHEASTERLY DIRECTION ALONG THE WEST LINE OF THE PARCEL AND THE EAST LINE OF SOUTH POPLAR STREET AND A CURVE TO THE RIGHT HAVING A RADIUS OF 4197.18 FEET, THROUGH A CENTRAL ANGLE OF 4°04'28", A DISTANCE OF 298.46 FEET, WITH A CHORD BEARING OF N9°51'16"E, A DISTANCE OF 298.40 TO THE END OF CURVE, MONUMENTED BY A WYDOT HIGHWAY MONUMENT;

THENCE N11°39'06"E, ALONG THE WEST LINE OF THE PARCEL AND THE EAST LINE OF SOUTH POPLAR STREET, A DISTANCE OF 59.87 FEET TO A POINT OF CURVATURE, MONUMENTED BY A WYDOT HIGHWAY MONUMENT;

THENCE CONTINUING IN A NORTHEASTERLY DIRECTION ALONG THE WEST LINE OF THE PARCEL AND THE EAST LINE OF SOUTH POPLAR STREET AND A CURVE TO THE LEFT HAVING A RADIUS OF 1532.40 FEET, THROUGH A CENTRAL ANGLE OF 5°35'23", A DISTANCE OF 149.50 FEET, WITH A CHORD BEARING OF N9°05'08"E, A DISTANCE OF 149.44 FEET TO A POINT, MONUMENTED BY A BRASS CAP;

THENCE N83°54'53"W, ALONG THE RIGHT-OF-WAY LINE OF SOUTH POPLAR STREET, A DISTANCE OF 25.00 FEET TO A POINT, MONUMENTED BY A WYDOT HIGHWAY MONUMENT;

THENCE CONTINUING IN A NORTHEASTERLY DIRECTION ALONG THE WEST LINE OF THE PARCEL AND THE EAST LINE OF SOUTH POPLAR STREET AND A CURVE TO THE LEFT HAVING A RADIUS OF 4197.18 FEET, THROUGH A CENTRAL ANGLE OF 2°55'56", A DISTANCE OF 77.15 FEET, WITH A CHORD BEARING OF N4°37'09"E, A DISTANCE OF 77.14 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 10.48 ACRES, AND IS SUBJECT TO ANY RIGHTS-OF-WAY AND/OR EASEMENTS, RESERVATIONS AND ENCUMBRANCES WHICH HAVE BEEN LEGALLY ACQUIRED.

APPROVALS

APPROVED BY THE CITY OF CASPER PLANNING AND ZONING COMMISSION OF CASPER, WYOMING
 THIS _____ DAY OF _____, 2022.

ATTEST: _____ SECRETARY _____ CHAIRMAN

APPROVED BY THE CITY COUNCIL OF CASPER, WYOMING BY ORDINANCE NO. _____ DULY PASSED,
 ADOPTED AND APPROVED THIS _____ DAY OF _____, 2022.

ATTEST: _____ CITY CLERK _____ MAYOR

INSPECTED AND APPROVED THIS _____ DAY OF _____, 2022. _____ CITY ENGINEER

INSPECTED AND APPROVED THIS _____ DAY OF _____, 2022. _____ CITY SURVEYOR

NOTES

- ERROR OF CLOSURE EXCEEDS 1:224,292.
- BASIS OF BEARING IS THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983/2011.
- THE CONVERGENCE ANGLE AT THE POINT OF BEGINNING IS 00°40'19.35", AND THE COMBINED FACTOR IS 0.9997545.
- ALL DISTANCES ARE GRID.
- ELEVATIONS SHOWN HEREON ARE BASED ON NAVD 88 DATUM AND ARE NOT MEANT TO BE USED AS BENCHMARKS.

CERTIFICATE OF SURVEYOR

STATE OF WYOMING } SS
 COUNTY OF NATRONA }
 I, WILLIAM R. FEHRINGER, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSE NO. 5528, DO HEREBY CERTIFY THAT THIS PLAT WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE UNDER MY DIRECT SUPERVISION IN MARCH, 2022, AND THAT THIS PLAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, CORRECTLY AND ACCURATELY REPRESENTS SAID SURVEY. ALL DIMENSIONS ARE EXPRESSED IN FEET AND DECIMALS THEREOF. ALL BEING TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY WILLIAM R. FEHRINGER
 THIS DAY OF _____, 2022.
 WITNESS MY HAND AND OFFICIAL SEAL.
 MY COMMISSION EXPIRES _____ NOTARY PUBLIC

HIGH PLAINS INVESTMENTS, LLC
 421 SOUTH CENTER ST., SUITE 101
 CASPER, WYOMING 82601

LISA BURRIDGE - PRESIDENT

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY LISA BURRIDGE, PRESIDENT OF HIGH PLAINS INVESTMENTS, LLC THIS _____ DAY OF _____, 2022.

WITNESS MY HAND AND OFFICIAL SEAL.
 MY COMMISSION EXPIRES _____ NOTARY PUBLIC

HARMONY DEVELOPMENT, LLC
 421 SOUTH CENTER ST., SUITE 101
 CASPER, WYOMING 82601

LISA BURRIDGE - PRESIDENT

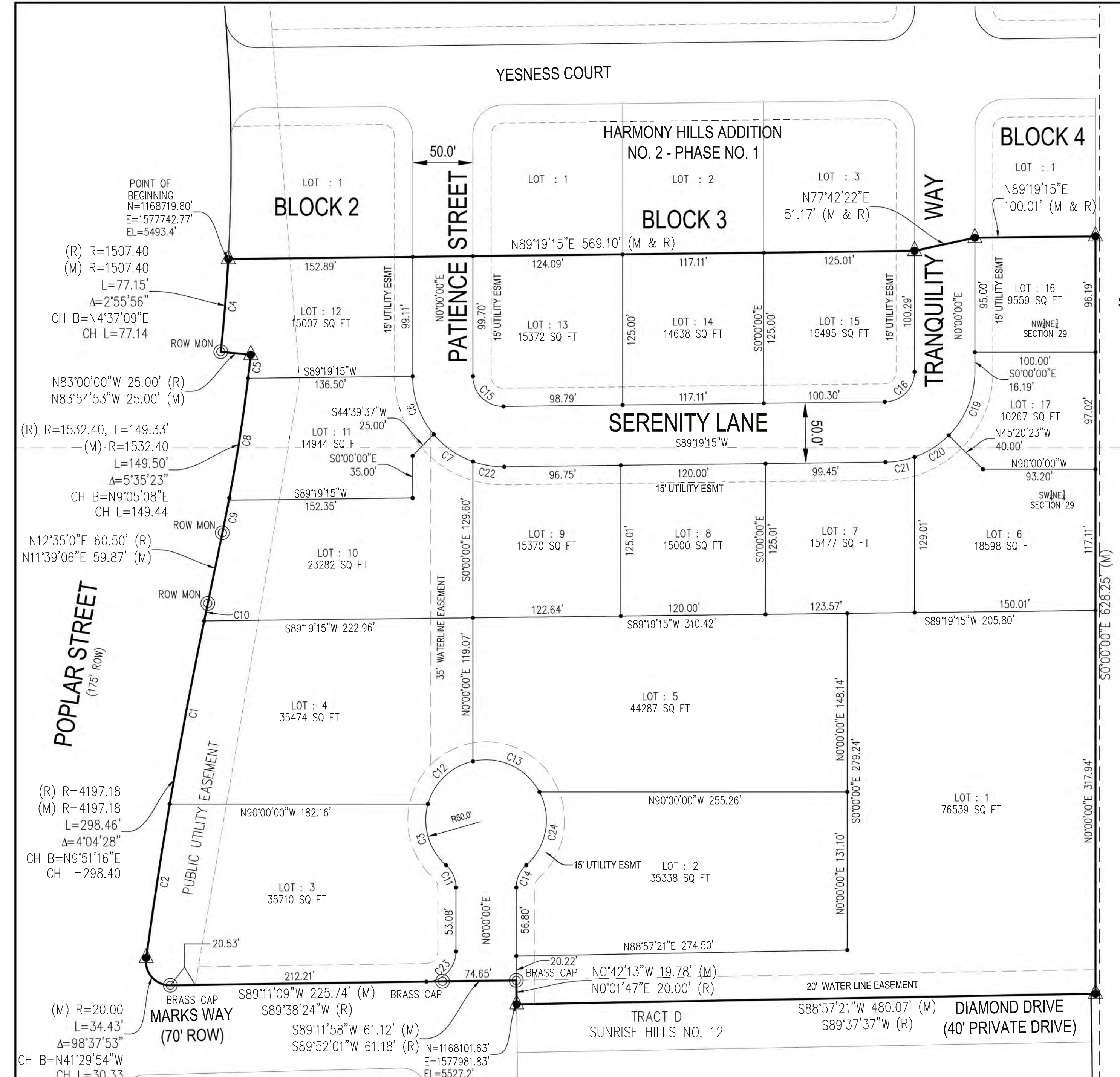
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY LISA BURRIDGE, PRESIDENT OF HARMONY DEVELOPMENT, LLC THIS _____ DAY OF _____, 2022.

WITNESS MY HAND AND OFFICIAL SEAL.
 MY COMMISSION EXPIRES _____ NOTARY PUBLIC

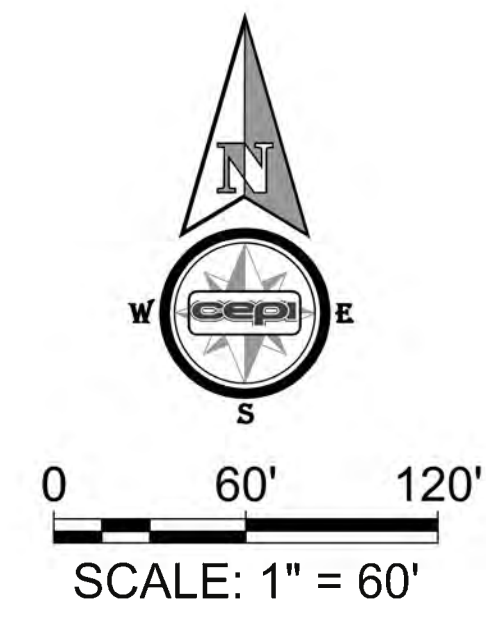
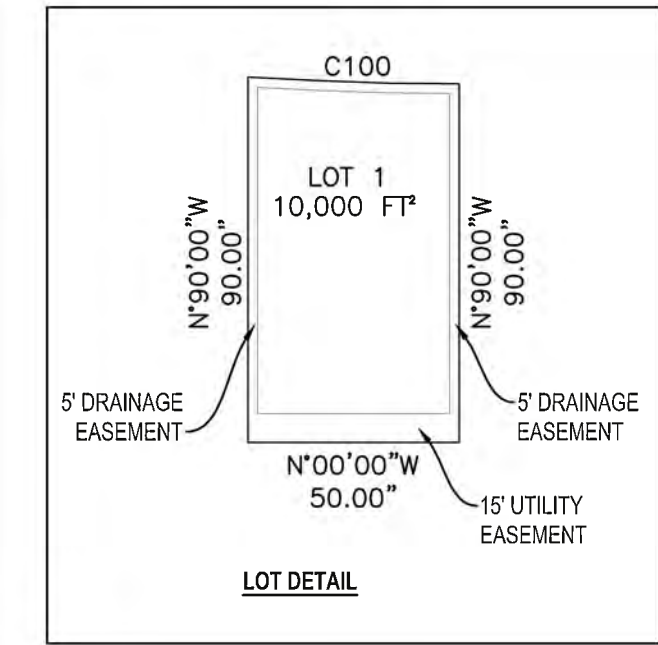
VACATION & REPLAT OF LOTS 7-13, 27-29 & PORTIONS OF LOTS 6, 14 AND 26. SUNRISE HILLS NO. 3 ADDITION & A PORTION OF TRACT C, SUNRISE HILLS NO. 12 ADDITION AS

HARMONY HILLS ADDITION NO. 4

AN ADDITION TO THE CITY OF CASPER, WYOMING BEING A PORTION OF THE NW¼ AND THE SW¼ OF SECTION 29, T.33N., R.79W., 6TH P.M. NATRONA COUNTY WYOMING MARCH, 2022 W.O. #22-020



CURVE TABLE					
CURVE #	DELTA	RADIUS	CH B	CH L	ARC LENGTH
C1	2°06'32"	4197.18'	S10°38'05"W	154.47'	154.48'
C2	1°45'47"	4197.18'	S8°41'56"W	129.15'	129.16'
C3	63°43'52"	50.00'	N16°19'27"W	52.79'	55.62'
C4	2°55'56"	1507.40'	S4°37'09"W	77.14'	77.15'
C5	0°43'46"	1532.40'	N6°39'19"E	19.51'	19.51'
C6	39°58'03"	75.00'	N19°59'02"W	51.26'	52.32'
C7	30°33'40"	75.00'	N55°14'53"W	39.53'	40.00'
C8	3°49'44"	1532.40'	N8°56'04"E	102.39'	102.41'
C9	1°01'53"	1532.40'	N11°21'53"E	27.58'	27.58'
C10	0°12'09"	4197.18'	N11°47'25"E	14.82'	14.82'
C11	48°11'23"	25.00'	N24°05'41"W	20.41'	21.03'
C12	61°48'53"	50.00'	N46°26'56"E	51.37'	53.94'
C13	74°44'36"	50.00'	S65°16'20"E	60.70'	65.23'
C14	48°11'23"	25.00'	S24°05'41"W	20.41'	21.03'
C15	90°40'45"	25.00'	S45°20'23"E	35.56'	39.57'
C16	89°19'15"	25.00'	N44°39'37"E	35.15'	38.97'
C19	44°39'37"	75.00'	S22°19'49"W	56.99'	58.46'
C20	25°52'06"	75.00'	S57°35'41"W	33.57'	33.86'
C21	18°47'31"	75.00'	S79°55'29"W	24.49'	24.60'
C22	20°09'01"	75.00'	N80°36'14"W	26.24'	26.38'
C23	89°11'12"	25.00'	N44°35'36"E	35.10'	38.91'
C24	76°05'24"	50.00'	S10°08'41"W	61.63'	66.40'

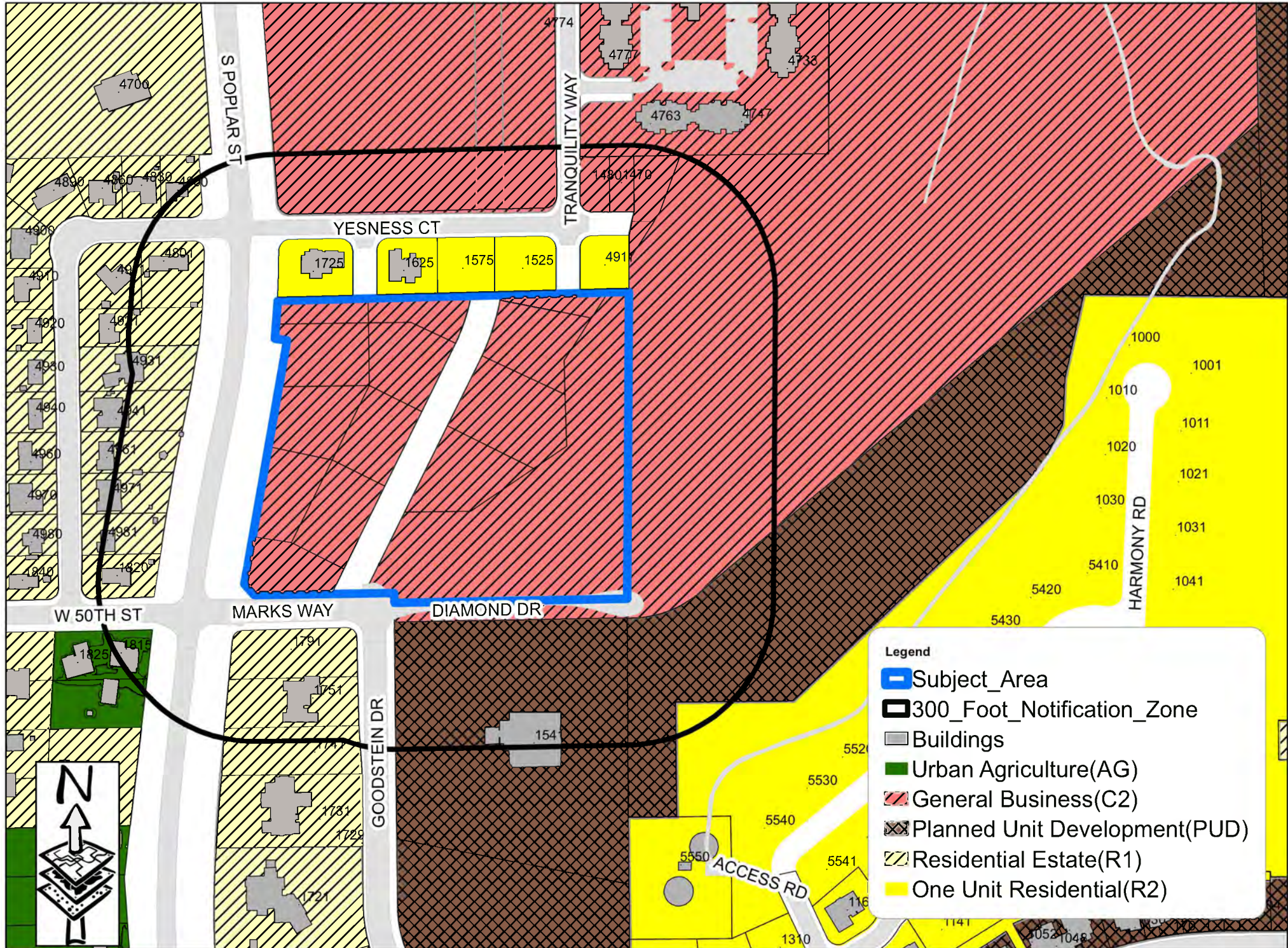


- LEGEND
- ▲ SET BRASS CAP
 - SET MONUMENT 5/8" REBAR & ALUMINUM CAP
 - ◎ FOUND MONUMENT AS NOTED

CEPI
 Civil Engineering Professionals, Inc.
 6080 Enterprise Drive, Casper, WY 82609
 Phone 307.266.4346 Fax 307.266.0103
 www.cepi-casper.com

M:\Land 2022\Engineering\22-020 Harmony Hills Survey\Plats\22-020 - HARMONY HILLS No. 4.dwg, 4/29/2022, Brian

Proposed Replat/Rezone Creating Harmony Hills Addition No. 4



ORDINANCE NO. 8-22

AN ORDINANCE APPROVING A VACATION, REPLAT, SUBDIVISION AGREEMENT AND ZONE CHANGE TO CREATE THE HARMONY HILLS ADDITION NO. 4 SUBDIVISION IN THE CITY OF CASPER, WYOMING.

WHEREAS an application has been made to vacate and replat Lots 7-13, 27-29 and Portions of Lots 6, 14 and 26, Sunrise Hills No. 3 Addition, and a Portion of Tract C, Sunrise Hills No. 12 Addition, to create the Harmony Hills Addition No. 4, located east of South Poplar Street and south of Yesness Court; and,

WHEREAS an application has been made to rezone proposed Lots 6-17, Harmony Hills Addition No. 4, from C-2 (General Business) to R-2 (One Unit Residential); and,

WHEREAS, a written subdivision agreement will be entered into with the City of Casper, which will be approved with the vacation/replat upon third reading of this ordinance; and,

WHEREAS, this vacation, platting and rezoning requires approval by ordinance, following a public hearing; and,

WHEREAS, after a public hearing on April 21, 2022, the City of Casper Planning and Zoning Commission passed a motion recommending that City Council approve the zone change, vacation and replat, with conditions; and,

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

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

SECTION 1:

The vacation and replat creating Harmony Hills Addition No. 4 Subdivision is hereby approved.

SECTION 2:

The Harmony Hills Addition No. 4 Subdivision Agreement is hereby approved, with the recommended conditions from the Planning and Zoning Commission incorporated; and the Mayor is hereby authorized and directed to execute, and the City Clerk to attest said documents.

SECTION 3:

The rezoning of Lots 6-17, Harmony Hills Addition No. 4 to R-2 (One Unit Residential) is hereby approved.

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 17th day of May, 2022.

PASSED on 2nd reading the ____ day of _____, 202__.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the ____ day of _____, 20__.

APPROVED AS TO FORM:



ATTEST:

Fleur Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Ray Pacheco
Mayor

May 9, 2022

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

FROM: Andrew Beamer, P.E., Public Services Director
Alex Sveda, P.E., Associate Engineer

SUBJECT: Accepting a Public Sidewalk Easement from Casper (Cy Ave) DG, LLC
as part of the Dollar General Store Construction at 6000 CY Avenue.

Meeting Type & Date:
Regular Council Meeting
June 03, 2022

Action Type:
Resolution

Recommendation:
That Council, by resolution, accept a Public Sidewalk Easement from Casper (Cy Ave) DG, LLC
as part of the Dollar General Store Construction at 6000 CY Avenue.

Summary:
Construction of the Dollar General Store at 6000 CY Avenue is nearing completion and has been issued a temporary certificate of occupation until all site agreement requirements have been met. One of the requirements included that sidewalks be installed adjacent to the site at the Developer's expense to meet City standards. The Developer has agreed to grant an easement for a sidewalk within the property near the Dollar General Store to add a buffer between the sidewalk and CY Avenue.

A 10-foot wide Public Sidewalk Easement (0.09 acres), granted by the Casper (Cy Ave) DG, LLC, is necessary for the access right-of-way of approximately 390 lineal feet of sidewalk. The easement will connect to existing sidewalk and begin at the east side of the Indian Paintbrush/CY Avenue intersection, continue east, and stop at the existing CY Avenue right-of-way adjacent to the southeast corner of the Casper (Cy Ave) DG, LLC.

Financial Considerations
None

Oversight/Project Responsibility
Alex Sveda, P.E., City Engineer

Attachments
Resolution
Easement (Exhibit "A" and Exhibit "B").

PUBLIC SIDEWALK EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

That for and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereby agree as follows:

1. Casper (Cy Ave) DG, LLC, whose principal offices are located at 361 Summit Blvd., Ste 110, Birmingham, Alabama, (herein referred to as "Grantor"), HEREBY GRANTS to the City of Casper, Wyoming, a Municipal Corporation, whose principal offices are located at 200 N. David Street, Casper Wyoming 82601 (herein referred to as "Grantee"), a perpetual easement for the public access over, across and under the real property located within the City of Casper and County of Natrona, Wyoming and legally described on EXHIBIT "A" and EXHIBIT "B", attached hereto and hereinafter referred to as the Easement Property. Grantor also grants the right of access on and along the Easement Property for any and all purposes necessary for laying out, constructing, inspecting, maintaining, and replacing the Facilities located on the Easement Property.

2. Grantor reserves unto itself such rights in the Easement Property for any purpose that does not interfere with the rights granted to Grantee herein, and to create and grant such other easements, rights of way, rights and privileges in, on, under, or across the Easement Property to such persons and for such purposes as Grantor may elect.

3. Grantee 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 Grantee hereby specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

4. This Instrument, and any subsequent amendments, shall be recorded in the real property records of the Clerk and Recorder of Natrona County, Wyoming.

5. All provisions of this Instrument, including the benefits and burdens, are appurtenant to and run with the real property and are binding upon and inure to the benefit of the successors and assigns of the parties hereto.

*****THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK*****

Dated this ___ day of _____, 2022.

Dated this ___ day of _____, 2022.

APPROVED AS TO FORM:

William Street

GRANTOR:

GRANTEE:

Casper (Cy Ave) DG, LLC

CITY OF CASPER:

By: _____

By: _____

Name: Danielle E. Yance

Name: _____

Title: Authorized Agent

Title: _____

Attest:

By: _____

Name: _____

Title: _____

STATE OF WYOMING)

) ss.

COUNTY OF NATRONA)

This instrument was acknowledged before me on this ___ day of _____, 2022, by _____ as the Mayor of the City of Casper.

(Seal, if any)

(Signature of notarial officer)

[My Commission Expires: _____]

STATE OF ALABAMA)

) ss.

COUNTY OF JEFFERSON)

This instrument was acknowledged before me on this ___ day of _____ 2022, by Danielle E. Yance as the Authorized agent of Casper (Cy Ave) DG, LLC

(Seal, if any)

(Signature of notarial officer)

[My Commission Expires: _____]

Exhibit A

DESCRIPTION PER TITLE COMMITMENT: OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
21M011NA, EFFECTIVE OCTOBER 1, 2021 AT 5:00 P.M.

TRACTS 1 AND 2, BULLWINKLES, A SUBDIVISION IN NATRONA COUNTY, WYOMING

MEETS & BOUNDS AS SURVEYED:

TRACTS 1 AND 2, BULLWINKLES'S, A SUBDIVISION OF BLOCK C AND PART OF COMMERCIAL TRACT 4, PARADISE VALLEY

SUBDIVISION, FILED AS DOCUMENT NO. 207887, IN BOOK 9 MICROFILM, PAGE 938 IN THE OFFICE OF THE NATRONA

COUNTY CLERK AND RECORDS IN CASPER, WYOMING, AND LOCATED IN THE NE¼SW¼ OF SECTION 23, T.33N., R.80W.,

6TH PRINCIPAL MERIDIAN, NATRONA COUNTY, WYOMING, SAID TRACT 2 BEING MORE PARTICULARLY DESCRIBED BY

THE FOLLOWING METES AND BOUNDS DESCRIPTION:

BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT 2 BEING A FOUND UNMARKED ALUMINUM CAP MONUMENT

FROM WHICH THE NORTHEAST CORNER OF SAID TRACT 2 BEING A FOUND BRASS CAP MONUMENT STAMPED PLS 510

BEARS N78°48'23"E, 250.22 FEET AND IS THE BASIS OF BEARINGS FOR THIS PARCEL DESCRIPTION; THENCE FROM SAID

POINT OF BEGINNING N78°48'23"E ALONG THE NORTH LINE OF SAID TRACT 2, 250.22 FEET TO SAID NORTHEAST CORNER OF TRACT 2; THENCE S9°10'13"E ALONG THE EAST LINE OF SAID TRACT 2, 265.69 FEET TO A FOUND BRASS CAP

MONUMENT STAMPED PLS 510 AT THE SOUTHEAST CORNER OF SAID TRACT 2 AND BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF CY AVENUE (WYOMING STATE HIGHWAY 220); THENCE WESTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT 370.79 FEET TO A STANDARD WYOMING DEPARTMENT OF TRANSPORTATION

HIGHWAY RIGHT-OF-WAY MONUMENT STAMPED STATION 255+94, SAID CURVE HAVING A RADIUS OF 5,629.60 FEET,

CENTRAL ANGLE OF 3°46'26" AND CHORD BEARING S76°51'24"W, 370.73 FEET; THENCE S78°39'56"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 32.19 FEET TO A SET ALUMINUM CAP MONUMENT STAMPED IME, LS 5134, AT THE

SOUTHWEST CORNER OF SAID TRACT 2, ALSO BEING ON THE EASTERLY LINE OF INDIAN PAINTBRUSH RIGHT-OF-WAY;

THENCE NORTHERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT 79.55 FEET TO A FOUND REBAR MONUMENT, SAID CURVE HAVING A RADIUS OF 100.02 FEET, CENTRAL ANGLE OF 45°34'02" AND CHORD BEARING N11°39'41"E, 77.47 FEET; THENCE N34°26'42"E ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 81.37 FEET TO A FOUND

REBAR MONUMENT; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, 170.29 FEET TO THE POINT OF

BEGINNING OF THIS TRACT 2 DESCRIPTION, SAID CURVE HAVING A RADIUS OF 250.53 FEET, CENTRAL ANGLE OF 38°56'40" AND CHORD BEARING N14°56'59"E, 167.03 FEET, CONTAINING 2.004 ACRES, MORE OR LESS, AND SUBJECT

TO ALL EASEMENTS, RIGHTS-OF-WAY AND RESTRICTIONS OF RECORD.

THIS DESCRIPTION HAS BEEN PREPARED AT THE REQUEST OF THE CLIENT AND SHOULD NOT BE USED FOR THE TRANSFER OF REAL PROPERTY.

EXHIBIT "B"

SIDEWALK EASEMENT DESCRIPTION

CLIENT: CAPITAL GROWTH BUCHALTER

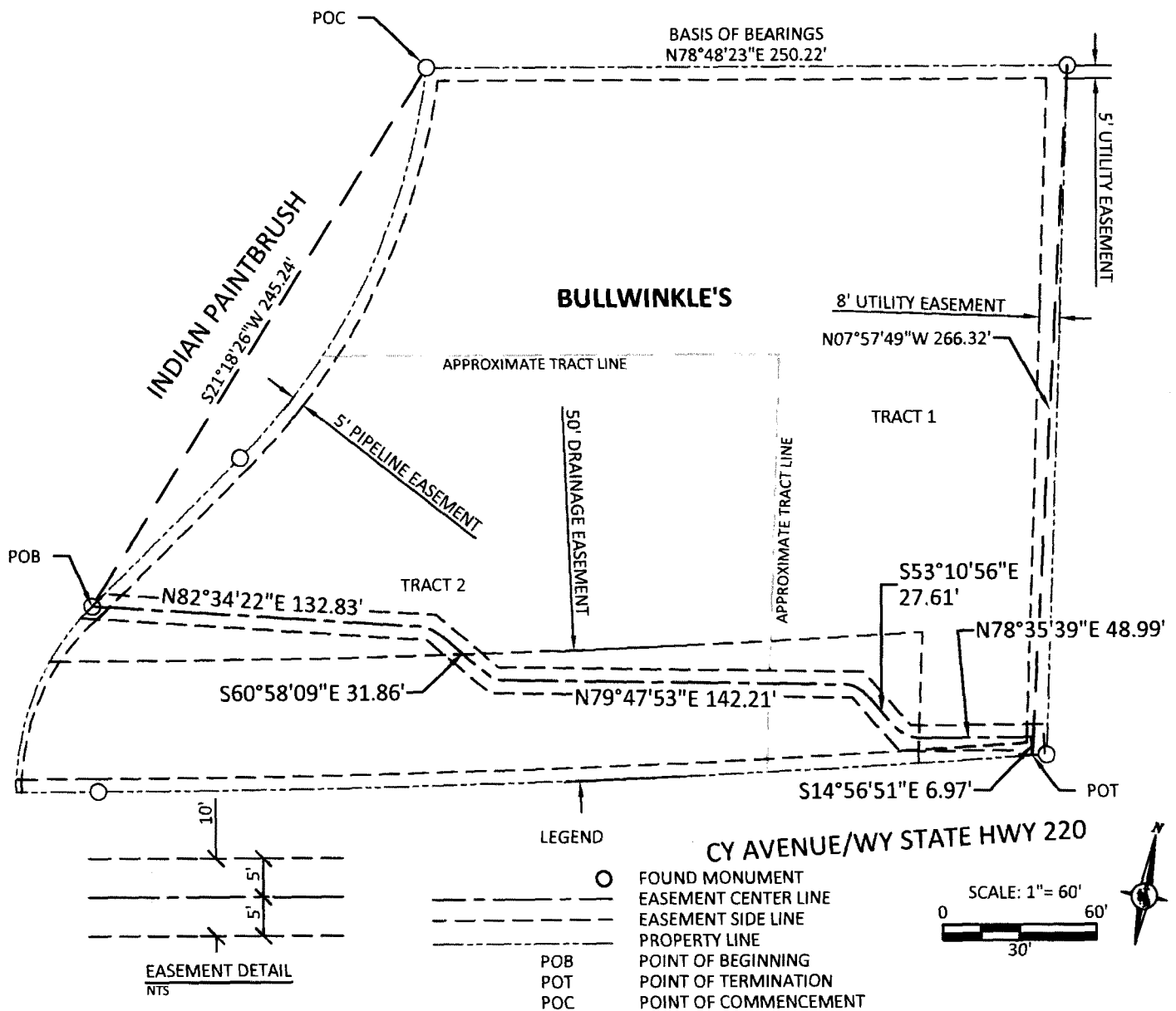
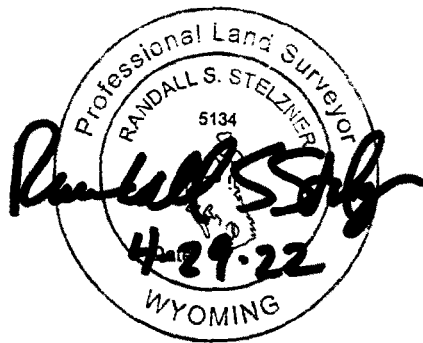
21862-CE
APRIL 29, 2022

A 10.00 foot wide sidewalk easement over and across Bullwinkles, located in the NE¼SW¼ and the NW¼SE¼ Section 23, T.33N., R.80W., 6th P.M., City of Casper, Natrona County, Wyoming, said sidewalk easement being 5 feet on both sides of the following described centerline, the sidelines to be extended or shortened to terminate at legal boundaries crossed:

Commencing at the northwest corner of said Tract 1, Bullwinkles, being a found aluminum cap monument from which the northeast corner of said Tract 1, being a found brass cap monument bears N78°48'23"E, 250.22 feet and is the BASIS OF BEARINGS for this sidewalk easement centerline description; thence S21°18'26"W, 245.24 feet to the POINT OF BEGINNING of this sidewalk easement centerline description; thence from said Point of Beginning N82°34'22"E, 132.83 feet; thence S60°58'09"E, 31.86 feet; thence N79°47'53"E, 142.21 feet; thence S53°10'56"E, 27.61 feet; thence N78°35'39"E, 48.99 feet; thence S14°56'51"E, 6.97 feet to the Point of Termination of this sidewalk easement centerline description, from which the northeast corner of said Tract 1 bears N7°57'49"W, 266.32 feet, said easement containing 0.090 acres, more or less, and is subject to all easements, rights-of-way and restrictions of record.

STATE OF WYOMING)
COUNTY OF FREMONT) SS

I, Randall S. Stelzner, a Professional Land Surveyor of the State of Wyoming, do hereby state that the property shown hereon was surveyed under my direction by Travis D. Ferguson and Travis L. Hiatt during the months of April and May, 2021 and that the sidewalk easement shown hereon is relative to those property lines and that the accompanying map is correct to the best of my knowledge.



124 East Main Street Riverton, WY 82501 307-856-8136
1120 East C Street Casper, WY 82601 307-577-0806
350 Parsley Boulevard Cheyenne, WY 82007 307-635-6827
193 West Flaming Gorge Way Green River, WY 82935 307-875-4394
804 E Richards St Douglas, WY 82633 307-359-7000
1300 East US Hwy 14-16 Gillette, WY 82716 307-682-5000

SIDEWALK EASEMENT

Page 1 of 1
Bullwinkle's
City of Casper, Natrona County, Wyoming



INBERG-MILLER ENGINEERS

Book: 1302 Page Nos. 32-35
File: 21862-CE Sidewalk Easement.dwg

RESOLUTION NO. 22-83

A RESOLUTION ACCEPTING A PUBLIC SIDEWALK EASEMENT FROM CASPER (CY AVE) DG, LLC AS PART OF THE DOLLAR GENERAL STORE CONSTRUCTION AT 6000 CY AVENUE.

WHEREAS, the Casper (Cy Ave) DG, LLC, is installing 390-feet of sidewalk as part of the construction of the Dollar General Store at 6000 CY Avenue; and,

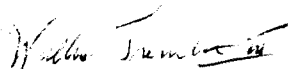
WHEREAS, approval of a Public Sidewalk Easement allowing a 10 foot public access right-of-way; and,

WHEREAS, the Public Sidewalk Easement with the Casper (Cy Ave) DG, LLC requires compensation in the amount of Ten and 00/100 Dollars (\$10.00).

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 Public Sidewalk Easement Casper (Cy Ave) DG, LLC for the construction of the Dollar General Store at 6000 CY Avenue.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2022.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Ray Pacheco
Mayor

June 7, 2022

MEMO TO: J. Carter Napier City Manager *لحز*

FROM: Andrew B. Beamer, P.E., Public Services Director
Alex Sveda, P.E., City Engineer *AS*
Andrew Colling, Engineering Tech

SUBJECT: Authorizing an agreement with Chalk Buttes Landscaping, Inc., in the amount of \$245,967.14, for the Highland Park Cemetery Irrigation Improvements, Project No. 21-029.

Meeting Type & Date:
Regular Council Meeting
June 7, 2022

Action Type
Resolution

Recommendation:
That Council, by resolution, authorize an agreement with Chalk Buttes Landscaping, Inc., in the amount of \$245,967.14, for the Highland Park Cemetery Irrigation Improvements, Project No. 21-029. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$12,000, for a total project amount of \$257,967.14.

Summary:
On Wednesday, May 4, 2022, three (3) bids were received for the Highland Park Cemetery Irrigation Improvements, Project No. 21-029. The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BASE BID</u>
Chalk Buttes Landscaping	Douglas, Wyoming	\$245,967.14
VanGelder Sprinkler	Greybull, Wyoming	\$247,161.00
Cheaney Landscaping	Pinedale, Wyoming	\$320,000.00

The engineer's estimate prepared by the City Engineering Office was \$288,000, with the low bid received at \$245,967.14. Adding a construction contingency amount of \$12,000 will bring the total contract amount to \$257,967.14.

The project consists of installing a sprinkler irrigation system in a portion of the Highland Park Cemetery. The completion date for the project is September 23, 2022.

Chalk Buttes Landscaping, Inc.
Highland Park Cemetery Irrigation Improvements
Project No. 21-029

Financial Considerations:

Funding for this project will be from the One Cent #16 funds allocated to FY22 Parks Irrigation Miscellaneous Improvements.

Oversight/Project Responsibility:

Andrew Colling, Engineering Tech

Attachments:

Resolution

Agreement

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and with Chalk Buttes Landscaping, Inc., 201 Sanford Avenue, Douglas, Wyoming 82633 hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to install an irrigation system for a portion of the Highland Park Cemetery and,

WHEREAS, Chalk Buttes Landscaping, Inc., is able and willing to provide those services specified as the 2022 Highland Park Cemetery Irrigation Improvements Project No. 21-029.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the 2022 Highland Park Cemetery Irrigation Improvements Project No. 21-029, hereinafter referred to as the "Work."

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.

- 3.1 The Work will be substantially completed by September 23, 2022, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by September 30, 2022.
- 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.

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 Two Hundred Forty-Five Thousand Nine Hundred Sixty-Seven and 14/100 Dollars (\$245,967.14), 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 AND City of Casper Accounts Payable at accountspayable@cityofcasperwy.gov 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 \$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-5, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form (Pages BF-1 through BF-4) and Bid Schedule (BS-1).
- 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 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).
- 8.9 General Requirements, consisting of seven (7) sections.
- 8.10 Special Provisions consisting of eight (8) sections.
- 8.11 Notice of Award.
- 8.12 Notice to Proceed.
- 8.13 Minutes of the Pre-Bid Conference, if any.
- 8.14 Contract Drawings, with each sheet bearing the following general title:

2022 Highland Park Cemetery Irrigation Improvements Project No. 21-029
- 8.15 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.16 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.04 and 3.05 of the General Conditions, on or after the effective date of this Agreement.
- 8.17 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

ARTICLE 10. MISCELLANEOUS PROVISIONS.

Terms used in this Agreement, which are defined in the General Conditions, shall have the meanings designated in those conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in one (1) original copy on the day and year below written.

DATED this _____ day of _____, 2022.

APPROVED AS TO FORM:

Walker Trust

CONTRACTOR:

Chalk Buttes Landscaping, Inc.

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

OWNER:

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

By: _____

By: _____

Fleur Tremel

Ray Pacheco

Title: City Clerk

Title: Mayor

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

PROJECT IDENTIFICATION: City of Casper
 **2022 Highland Park Cemetery Irrigation Improvements
 Project No. 21-029**

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 September 23, 2022, and completed and ready for final payment not later than September 30, 2022 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>05/02/2022</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: \$ \$ 245,967.14

TOTAL BASE BID, IN WORDS: Two hundred forty five thousand, nine hundred sixty seven and 14/100 DOLLARS.

6. Bidder agrees that the work for the City will be as provided above.
7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.
8. The following documents are attached to and made a condition of this Bid:
- A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)
 - B. Itemized Bid Schedule.
 - C. State of Wyoming Certificate of Residency Status, in conformance with the Instructions to Bidders.
9. Communications concerning this Bid shall be addressed to:
- Address of Bidder: Chalk Buttes Landscaping, Inc.
201 Sanford Avenue
Douglas, WY 82633
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 May, 04, 2022, 2022.

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)

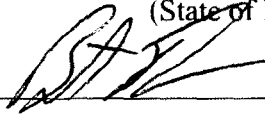
Business Address: _____

Phone Number: _____

A CORPORATION OR LIMITED LIABILITY COMPANY

By: Chalk Buttes Landscaping, Inc. (seal)
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)

By:  President (seal)

(Title)

(Seal)

Attest: _____

Business Address: 201 Sanford Avenue
Douglas, WY 82633

Phone Number: 307-358-4595

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.)

BID SCHEDULE
2022 Highland Park Cemetery Irrigation Improvements
Project No. 21-029

Bid Date: May 4, 2022

COMPANY NAME: Chalk Buttes Landscaping, Inc.

ADDRESS: 201 Sanford Avenue, Douglas, Wyoming 82633

Contractor shall furnish and install items as shown on the Drawings or called for in the Specifications. All costs not included in the schedule that are necessary to provide a complete, functional project as depicted in the Drawings and Specifications are to be considered incidental and merged with costs of other related bid items.

LS = Lump Sum EA = Each LF = Linear Feet SY = Square Yard

ITEM	BASE BID SCHEDULE				
NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Mobilization and Bonds	LS	1	\$ 34,107.96	\$ 34,107.96
2	F&I 4" Manual Isolation Valve and Box	EA	11	\$ 482.46	\$ 5,307.06
3	F&I Ductile Iron IPS Mainline Fitting	EA	80	\$ 266.85	\$ 21,348.00
4	F&I 4" Class 200 SDR21 Bell and Gasket Main Line	LF	1500	\$ 15.57	\$ 23,355.00
5	F&I 3" Class 200 SDR21 Bell and Gasket Lateral Line	LF	3600	\$ 11.10	\$ 39,960.00
6	F&I Fittings, Swing Joint, Riser, and Valved Rotor Head	EA	78	\$ 1,010.17	\$ 78,793.26
7	F&I ARV Assembly	EA	2	\$ 1,446.47	\$ 2,892.94
8	Irrigation Control Wire	LF	5000	\$ 0.80	\$ 4,000.00
9	Lightning Protection and Grounding	EA	20	\$ 134.84	\$ 2,696.80
10	Asphalt Patching	SY	300	\$ 111.69	\$ 33,506.12
TOTAL BASE BID (ADDITION OF ITEMS 1 THROUGH 10)					\$ 245,967.14

RESOLUTION NO. 22-84

A RESOLUTION AUTHORIZING AN AGREEMENT WITH CHALK BUTTES LANDSCAPING, INC., FOR THE HIGHLAND PARK CEMETERY IRRIGATION IMPROVEMENTS PROJECT NO. 21-029.

WHEREAS, the City of Casper desires to contract for irrigation system installation for the Highland Park Cemetery Irrigation Improvements Project; and,

WHEREAS, Chalk Buttes Landscaping Inc., is able and willing to provide those services specified as Highland Park Cemetery Irrigation Improvements Project, No. 21-029; 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 Twelve Thousand Dollars (\$12,000.00) and other project administration related change orders that do not substantially alter the scope of the project.

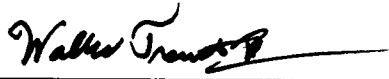
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Chalk Buttes Landscaping, Inc., for those services, in the amount of Two Hundred Forty-Five Thousand Nine Hundred Sixty-Seven and 14/100 Dollars (\$245,967.14).

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 Two Hundred Forty-Five Thousand Nine Hundred Sixty-Seven and 14/100 Dollars (\$245,967.14) and Twelve Thousand Dollars (\$12,000.00) for a construction contingency account, for a total project amount of Two Hundred Fifty-Seven Thousand Nine Hundred Sixty-Seven and 14/100 Dollars (\$257,967.14).

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 Twelve Thousand Dollars (\$12,000.00) and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2022.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Ray Pacheco
Mayor

May 17, 2022

MEMO TO: J. Carter Napier City Manager *JCN*
FROM: Andrew Beamer, P.E., Public Services Director
Alex Sveda, P.E., City Engineer
SUBJECT: Authorizing an agreement with Wayne Coleman Construction, Inc., in the amount of \$85,307, for the 2nd and Lincoln Paving Improvements, Project No. 21-053.

Meeting Type & Date
Regular Council Meeting
June 7, 2022

Action Type
Resolution

Recommendation

That Council, by resolution, authorize an agreement with Wayne Coleman Construction, Inc., in the amount of \$85,307, for the 2nd and Lincoln Paving Improvements, Project No. 21-053. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$4,693, for a total project amount of \$90,000.

Summary

On Tuesday, May 17, 2022, five (5) bids were received for the 2nd and Lincoln Paving Improvements, Project No. 21-053. The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BASE BID</u>
Wayne Coleman Construction	Mills, Wyoming	\$85,307.00
Crown Construction	Mills, Wyoming	\$87,911.25
Andreen Hunt Construction	Mills, Wyoming	\$92,525.00
71 Construction	Casper, Wyoming	\$94,017.10
Ramshorn Construction	Casper, Wyoming	\$122,825.00

The work includes removal and replacement of two (2) sanitary sewer manholes, replacement of alley concrete approaches, and new asphalt surfacing. The project is scheduled to be substantially complete by August 5, 2022.

The engineer's estimate prepared by the City Engineering Office was \$62,495. The cost for the new asphalt surfacing and sanitary sewer manholes account for the cost overage, in the amount of \$22,812. The estimate was prepared in October 2021 and did not account for the current rates of inflation in

Memo Construction
Wayne Coleman Construction
2nd and Lincoln Paving Improvements
Project No. 21-053

asphalt and precast concrete structures. With respect to this, the bids appear competitive and reflect an accurate cost of the work. The bids have been reviewed, and City Staff recommend award of the project to the low bidder.

Financial Considerations

Funding for the project will be from Optional One Percent #16 Funds for FY22 Misc. Street Improvements in the amount of \$27,482. Property Owners under an Improvements Contract with the City of Casper will be assessed \$30,825 for the asphalt work. \$27,000 will be funded from Sewer Reserves.

Oversight/Project Responsibility

Alex Sveda, City Engineer

Attachments

Resolution

Agreement

Memo Construction
Wayne Coleman Construction
2nd and Lincoln Paving Improvements
Project No. 21-053

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 Wayne Coleman Construction, Inc., PO Box 2440, Mills, Wyoming 82644, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires new asphalt paving, concrete approaches and manhole replacement.

WHEREAS, the Contractor is able and willing to provide those services specified as the

2nd & Lincoln Paving Improvements, Project No. 21-053

NOW, THEREFORE, it is hereby agreed as follows

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for 2nd & Lincoln Paving Improvements, Project No. 21-053, hereinafter referred to as the "Work."

ARTICLE 2. ARCHITECT/ENGINEER.

The Project has been designed by the City of Casper, who is hereinafter referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Architect and/or Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by **August 5, 2022**, and ready for final payment in accordance with Article 14 of the General Conditions by **August 12, 2022**. Substantial Completion will be accepted once all utilities are installed and in working order, surfacing is replaced and the project site is returned to full normal vehicular and pedestrian traffic. Once Contractor has mobilized on-site and work has commenced, Contractor shall work continuously on-site, during the construction activities hours specified in these contract documents, until work is substantially complete. Contractor shall submit a comprehensive traffic control plan. No open excavations shall remain overnight.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages

for delay (but not as a penalty) Contractor shall pay Owner One Thousand Dollars (\$1,000.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Five Hundred Dollars (\$500.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Eight Five Thousand Three Hundred Seven and 00/100 Dollars (\$85,307.00), 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 lump sum price for the Base Bid.

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 accountspayable@Casperwy.gov AND 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 in order to withhold such amounts where retainage is equal to five percent (5%) of any work completed throughout project and of the Total Contract Price.

5.1.2 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.3, 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 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 (BF-1 through BF-4 of the Bid Form and the Bid Schedule.
- 8.4 Addenda No.: No Addenda.
- 8.5 Performance and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).
- 8.9 General Requirements, consisting of Nine (9) sections. Special Provisions consisting of Ten (10) Sections and One (1) Drawing "Sheet".
- 8.10 Notice of Award.
- 8.11 Notice to Proceed.
- 8.12 Minutes of the Pre-Bid Conference, if any.
- 8.13 Contract Drawings, with each sheet bearing the following general title:

2nd & Lincoln Paving Improvements, Project No. 21-053
- 8.14 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.15 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.04 and 3.05 of the General Conditions, on or after the effective date of this Agreement.
- 8.16 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT.

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

ARTICLE 8. MISCELLANEOUS PROVISIONS.

Terms used in this Agreement, which are defined in the General Conditions, shall have the meanings designated in those conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in one (1) original copy on the day and year below written.

DATED this _____ day of _____, 2022.

*****THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK*****

APPROVED AS TO FORM:
(2nd & Lincoln Paving Improvements, Project No. 21-053)

Walter Trout

CONTRACTOR:

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

OWNER:
CITY OF CASPER, WYOMING
A Municipal Corporation

By: _____

By: _____

Fleur Tremel
Title: City Clerk

Ray Pacheco
Title: Mayor

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: \$ 85,307.00

TOTAL BASE BID, IN WORDS: Eighty Five Thousand, Three Hundred Seven and 00/100 DOLLARS.

6. Bidder agrees that the work for the City will be as provided above.

7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.

8. The following documents are attached to and made a condition of this Bid:

A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)

B. Itemized Bid Schedule.

C. Copy of Certificate of Residency, if bidding as Wyoming Resident.

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: Wayne Coleman Construction, Inc.
PO Box 2440
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 May 17, 2022.

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: Wayne Coleman Construction, Inc. (seal)
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)

By: [Signature] (seal)
Treasurer
(Title)

(Seal)
Attest: [Signature]

Business Address: Wayne Coleman Construction, Inc.
1898 Melodi Lane
Casper, WY 82601

Phone Number: 307-265-3158

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.)

Bid Schedule

2nd & Lincoln Paving Improvements (#8187830)
 Owner: Casper WY, City of
 Solicitor: Casper WY, City of
 05/17/2022 10:00 AM MDT

Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Wayne Coleman Construction	
						Unit Price	Extension
2nd & Lincoln Paving Improvements							\$85,307.00
	1		1 MOBILIZATION & BONDS	LS	1	\$10,582.00	\$10,582.00
	2		2 TRAFFIC CONTROL	LS	1	\$1,000.00	\$1,000.00
	3		3 F&I ACP (4" ACP OVER 6" EX/PREPARED BASE)	SY	685	\$45.00	\$30,825.00
	4		4 R&R PCCP APPROACHES (6" PCCP OVER 4" W BASE)	SF	500	\$18.00	\$9,000.00
	5		5 R&R PCC SIDEWALK (6" PCC OVER 4" W BASE)	SF	300	\$18.00	\$5,400.00
	6		6 CONTRACTOR ASPHALT TESTING	LS	1	\$1,500.00	\$1,500.00
	7		7 R&R MH	EA	2	\$13,500.00	\$27,000.00
Base Bid Total:							\$85,307.00

RESOLUTION NO. 22-85

A RESOLUTION AUTHORIZING AN AGREEMENT WITH WAYNE COLEMAN CONSTRUCTION, INC., FOR THE 2ND AND LINCOLN PAVING IMPROVEMENTS, PROJECT NO. 21-053.

WHEREAS, the City of Casper desires to contract for alley repairs for the 2nd and Lincoln Paving Improvements, Project No. 21-053; and,

WHEREAS, Wayne Coleman Construction, Inc., is able and willing to provide those services specified as 2nd and Lincoln Paving Improvements, Project No. 21-053; 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 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 Wayne Coleman Construction, Inc., for those services, in the amount of Eighty-Five Thousand Three Hundred Seven and 00/100 Dollars (\$85,307.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Eighty-Five Thousand Three Hundred Seven and 00/100 Dollars (\$85,307.00) and Four Thousand Six Hundred Ninety Three and 00/100 Dollars (\$4,693.00) for a construction contingency account, for a total project amount of Ninety Thousand and 00/100 Dollars (\$90,000.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Ten Thousand Dollars (\$10,000.00) and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2022.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Ray Pacheco
Mayor

May 20, 2022

MEMO TO: J. Carter Napier, City Manager *gon*
FROM: Andrew Beamer, P.E., Public Services Director
Alex Sveda, P.E., City Engineer
SUBJECT: Authorizing Amendment No. 1 to the Improvements Contract with Wyoming Spirits, Inc. and the Cadoma Foundation for the 2nd and Lincoln Paving Improvements, Project No. 21-053

Meeting Type & Date:
June 7, 2022
Regular Council Meeting

Action Type:
Resolution

Recommendation:
That Council, by resolution, authorize Amendment No. 1 to the Improvements Contract with Wyoming Spirits, Inc. and the Cadoma Foundation for the 2nd and Lincoln Paving Improvements, Project No. 21-053.

Summary:
The City of Casper Engineering Division has bid concrete, asphalt, and sanitary sewer improvements for the alley South of 2nd Street between South Lincoln Street and South Jefferson Street. Property Owners adjacent to the improvements have agreed to enter into an Improvements Contract for the new asphalt surfacing portion of the work. The low bid for the new asphalt surfacing work was \$30,825.

The Improvements Contract required the cost limit for property owners to be in the amount of \$29,942, 10% more than the original estimate of \$27,220. This results in a difference of \$883 for the new asphalt surfacing work. The property owners have agreed to pay this difference as part of Amendment No. 1 to the current Improvements Contract.

Financial Consideration
Wyoming Spirits, Inc. shall be assessed an estimated \$16,534, and the Cadoma Foundation shall be assessed an estimated \$14,291, both for the new asphalt work, for a total of \$30,825.

Oversight/Project Responsibility
Alex Sveda, P.E., City Engineer

Attachments
Improvements Contract
Resolution

**AMENDMENT NO. ONE TO THE IMPROVEMENTS CONTRACT
("AMENDMENT")**

This Amendment to the Improvements Contract ("Amendment") is entered into on this ³¹ day of May, 2022, by and between the following parties:

1. The City of Casper of Casper, Wyoming ("City"), a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601.
2. Wyoming Spirits, Inc., PO Box 50630, Casper, Wyoming 82805.
3. Cadoma Foundation, 1515 Westridge Way, Casper, Wyoming 82604.

Throughout this document, the City and the Contractor may be collectively referred to as the "parties."

RECITALS

A. On April 19, 2022, the City, Wyoming Spirits, Inc., Cadoma Foundation and entered into an *Improvements Contract* ("Contract") for alley asphalt paving improvements.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree by and between them to amend the Contract as follows:

1. INCORPORATION OF RECITALS

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

2. AMENDMENT TO SECTION 5.A.1

Section 5.A., which begins with "1. The estimated contract price...", is deleted in its entirety and replaced with the following:

- A. The costs for the total improvement project (including, but not limited to, all incidental improvements or work) are as follows:
 1. The estimated contract price for installation of alley asphalt paving improvements is \$30,825.

2. The estimated assessable cost and area in square yards (SY) for each party to receive new alley asphalt pavement improvements, including Engineering and Surveying costs, is as follows:

- a. Cadoma Foundation:
\$14,291 for approximately 309 SY of new alley asphalt pavement.
- b. Wyoming Spirits, Inc.:
\$16,534 for approximately 358 SY of new alley asphalt pavement.

3. RATIFICATION

The terms and conditions of the Contract, as modified herein, are hereby ratified by the parties and shall remain in full force and effect.

*****THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK*****

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the Parties have executed this Amendment as of the day and year above.

APPROVED AS TO FORM

Walter Tremel

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Ray Pacheco
Mayor

WITNESS

WYOMING SPIRITS, INC.

DocuSigned by:
[Signature]
295B4K1C7756411...

DocuSigned by:
John Johnson
4A200E41E06F43E...
John D Johnson
President

WITNESS

CADOMA FOUNDATION

DocuSigned by:
John Strombeck
38C3DAB3F7714FB...

DocuSigned by:
Susan Bishop
69706D97F0E84FC...
Susan Leigh Bishop
President

RESOLUTION NO. 22-86

A RESOLUTION AUTHORIZING AMENDMENT NO. 1 TO THE IMPROVEMENTS CONTRACT WITH WYOMING SPIRITS, INC. AND CADOMA FOUNDATION FOR THE 2ND AND LINCOLN PAVING IMPROVEMENTS.

WHEREAS, the City of Casper is preparing to construct utility improvements for the alley right-of-way south of 2nd Street between South Lincoln Street and South Jefferson Street; and,

WHEREAS, property owners adjacent to the proposed improvements have agreed to be assessed the costs of new asphalt work in relation to the proposed improvements; and

WHEREAS, the City of Casper is requesting execution of Amendment No. 1 to the Improvements Contract acknowledging and allowing property owners to be assessed the costs of new asphalt work in relation to the proposed improvements in the amount of \$30,825.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, Amendment No. 1 to the Improvements Contract with Wyoming Spirits, Inc. and Cadoma Foundation for the 2nd and Lincoln Paving Improvements Project.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2022.

APPROVED AS TO FORM:




ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Ray Pacheco
Mayor

May 24, 2022

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director
Cindie Langston, Solid Waste Manager
Alex Sveda, P.E., City Engineer
Terry Cottenoir, Engineering Technician

SUBJECT: Authorizing an Agreement with Crown Construction, LLC, in the Amount of \$200,820.00, for the Solid Waste Exit Scale, Project No. 21-048.

Meeting Type & Date

Regular Council Meeting
June 7, 2022

Action type

Resolution

Recommendation

That Council, by resolution, authorize an agreement with Crown Construction, LLC (Crown Construction), in the amount of \$200,820.00, for the Solid Waste Exit Scale, Project No. 21-048. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$12,000.00, for a total project amount of \$212,820.00.

Summary

On Tuesday, May 24, 2022, one (1) bid was received for the Solid Waste Exit Scale, Project No. 21-048. The bid received for this work is as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
Crown Construction	Mills, WY	\$200,820.00

The Solid Waste Exit Scale project includes removal of the existing exit scale, expanding the scale pit to accommodate a larger scale, and furnishing and installing a new heavy-duty pit style concrete deck scale at the Solid Waste Facility. The existing scale is over 40 years old and is past its operational life span. Work is scheduled to be completed by April 22, 2023. The estimate prepared by the City Engineering Division was \$125,000.00. Given the extended lead time on the manufacturing of the scale and continued price escalation, City Staff finds the bid reasonable.

As required by State Statute, in-state bidders receive a five percent (5%) bid preference. As only one bid was received, no bid preference was granted.

Financial Considerations

Funding will be from the Balefill Funds allocated to exit scale replacements.

Oversight/Project Responsibility

Terry Cottenoir, Engineering Technician, Public Services Department.

Attachments

Resolution

Agreement

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and with Crown Construction, LLC, PO Box 664, Mills, Wyoming 82644, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to remove the existing exit scale, expand the pit to accommodate a larger scale, and install a new heavy-duty pit style concrete deck scale at the Solid Waste Facility; and,

WHEREAS, Crown Construction, LLC is able and willing to provide those services specified as the Solid Waste Exit Scale, Project No. 21-048.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the Solid Waste Exit Scale, Project No. 21-048, hereinafter referred to as the "Work."

ARTICLE 2. ENGINEER.

The Project has been designed by the City of Casper, who is hereinafter referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 Substantial Completion shall include all Work required to make the project operational for intended use including all paving and concrete work associated with the street and concrete flatwork.
- 3.2 The Work will be substantially completed by **April 22, 2023**, and completed and ready for final payment in accordance with Article 14 of the General Conditions by **May 5, 2023**.
- 3.3 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 3.2 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One Thousand Dollars

(\$1,000.00) for each day that expires after the time specified in Paragraph 3.2 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.2 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 3.2 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 Two Hundred Thousand Eight Hundred Twenty Dollars (\$200,820.00), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form) and Itemized Bid Schedule, included as Exhibit "B" (page BS-1, Bid Schedule) and by this reference made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed through the Engineer as provided in the General Conditions.

5.1 Progress Payments. Contractor's Applications for Payment, as recommended by Engineer, shall be submitted to accountspayable@casperwy.gov and 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 of 5 through SFA-5 of 5, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form (Pages BF-1 of 4 through BF-4 of 4, inclusive).
- 8.4 Exhibit "B" - Bid Schedule (Page BS-1 of 1, inclusive).
- 8.5 Addenda No. (1, 2).
- 8.6 Performance and Labor and Payment Bonds.
- 8.7 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.8 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.9 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).
- 8.10 Technical Specifications, consisting of nine (9) sections
- 8.11 Notice of Award.
- 8.12 Notice to Proceed.
- 8.13 Minutes of the Pre-Bid Conference, if any.
- 8.14 Contract Drawings, with each sheet bearing the following general title:
- Solid Waste Exit Scale, Project No. 21-048**
- 8.15 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.

8.16 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.04 and 3.05 of the General Conditions, on or after the effective date of this Agreement.

8.17 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

ARTICLE 10. MISCELLANEOUS PROVISIONS.

Terms used in this Agreement, which are defined in the General Conditions, shall have the meanings designated in those conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in one (1) original copy on the day and year below written.

DATED this _____ day of _____, 2022.

APPROVED AS TO FORM:

Walker Tremel

CONTRACTOR:

Crown Construction, LLC

WITNESS:

By: _____

By: _____

Title: _____

Title: _____

OWNER:

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

By: _____

By: _____

Fleur Tremel
Title: City Clerk

Ray Pacheco
Title: Mayor

EXHIBIT "A"
STANDARD
BID FORM
(Approved by City Attorney, 1995)
Revised May 17, 2022

PROJECT IDENTIFICATION: City of Casper
 Solid Waste Exit Scale
 Project No. 21-048

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 **April 22, 2023**, and completed and ready for final payment not later than **May 5, 2023**, 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>5/2/2022</u>
Addendum No. <u>2</u>	Dated <u>5/17/2022</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: \$ 200,820.00

TOTAL BASE BID, IN WORDS: Two hundred thousand eight hundred twenty DOLLARS.

6. Bidder agrees that the work for the City will be as provided above.
7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.
8. The following documents are attached to and made a condition of this Bid:
- A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)
 - B. Exhibit "B" - Itemized Bid Schedule.
 - C. State of Wyoming Certificate of Residency Status, in conformance with the Instructions to Bidders.
 - D. Certificate of Good Standing with Active Status and Filing Identification (ID) from the Wyoming Secretary of State.
9. Communications concerning this Bid shall be addressed to:

Address of Bidder: Crown Construction LLC
P.O. Box 664
Capitol WY 82164

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 May 24, 2022.

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: _____

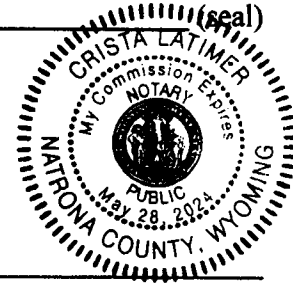
A CORPORATION OR LIMITED LIABILITY COMPANY

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

Wyoming
(State of Incorporation or Organization)

By: [Signature] (seal)

(Title) Public Notary



(Seal)

Attest: Crista Latimer

Business Address: Crown Construction LLC
P.O. Box 664
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.)

Solid Waste Exit Scale (#8177145)
 Owner: Casper WY, City of
 Solicitor: Casper WY, City of
 05/24/2022 10:00 AM MDT

EXHIBIT "B" - BID SCHEDULE

Base Bid				Crown Construction	
Line Item	Item Description	Units	Quantity	Unit Price	Total Price
1	Mobilization and Bonding	LS	1	\$55,480.00	\$55,480.00
2	F&I Temporary Traffic Control	LS	1	\$1,000.00	\$1,000.00
3	Construction and Demolition of Existing Scale Pit	LS	1	\$80,860.00	\$80,860.00
4	F&I New 70'x10' Heavy Duty Pit Style Truck Scale	EA	1	\$43,480.00	\$43,480.00
5	Temporary Scale	LS	1	\$20,000.00	\$20,000.00
Base Bid Total:					\$200,820.00

ADDENDUM NO. 1

to the

BIDDING AND CONTRACT DOCUMENTS

for the

**SOLID WASTE EXIT SCALE
PROJECT NO. 21-048**

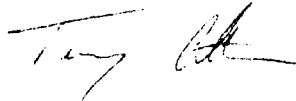
by

**CITY OF CASPER
200 N. David
Casper, Wyoming 82601**

ADDENDUM DATE: May 2, 2022

Receipt of this Addendum must be acknowledged by filling in the spaces provided below and including one (1) copy attached to the bid.

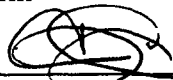
APPROVED: (CITY OF CASPER)



Terry Cottenoir, Engineering Tech II

**ACKNOWLEDGMENT OF RECEIPT OF
ADDENDUM (BIDDER)**

Crown Construction
Firm


By: Signature

Office Manager
Title

5/2/2022
Date Received

ADDENDUM NO. 2

to the

BIDDING AND CONTRACT DOCUMENTS

for the

**SOLID WASTE EXIT SCALE
PROJECT NO. 21-048**

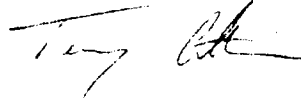
by

**CITY OF CASPER
200 N. David
Casper, Wyoming 82601**

ADDENDUM DATE: May 17, 2022

Receipt of this Addendum must be acknowledged by filling in the spaces provided below and including one (1) copy attached to the bid.

APPROVED: (CITY OF CASPER)



Terry Cottenoir, Engineering Tech II

**ACKNOWLEDGMENT OF RECEIPT OF
ADDENDUM (BIDDER)**

Crown Construction

Firm



By: Signature

Office Manager

Title

5/17/2022

Date Received

RESOLUTION NO.22-87

A RESOLUTION AUTHORIZING AN AGREEMENT WITH CROWN CONSTRUCTION, LLC, FOR THE SOLID WASTE EXIT SCALE, PROJECT NO. 21-048.

WHEREAS, the City of Casper desires to remove the existing exit scale, expand the pit to accommodate a larger scale, and install a new heavy-duty pit style concrete deck scale at the Solid Waste Facility; and,

WHEREAS, Crown Construction, LLC, is able and willing to provide those services specified as the Solid Waste Exit Scale, Project No. 21-048; 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 Twelve Thousand Dollars (\$12,000.00) 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 Crown Construction, LLC, for those services, in the amount of Two Hundred Thousand Eight Hundred Twenty Dollars (\$200,820.00), upon the receipt and attachment of documents satisfactory and consistent with Article 8 of the Standard Form of Agreement between Owner and Contractor, attached.

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 Two Hundred Thousand Eight Hundred Twenty Dollars (\$200,820.00), and Twelve Thousand Dollars (\$12,000.00) for a construction contingency account, for a total project amount of Two Hundred Twelve Thousand Eight Hundred Twenty Dollars (\$212,820.00).

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 Twelve Thousand Dollars (\$12,000.00) and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2022.

APPROVED AS TO FORM:
(Solid Waste Exit Scale, Project No. 21-048)



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Ray Pacheco
Mayor

May 11, 2022

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Jill Johnson, Financial Services Director *JJ*
SUBJECT: Approval of Contract for Investment Management Services

Meeting Type & Date

Regular Council Meeting
June 7, 2022

Action type

Resolution

Recommendation

That Council, by resolution, authorize a 4-year contract with First Interstate Bank for Investment Management Services, commencing June 1, 2022 and continuing through May 31, 2026.

Summary

On February 4, 2022, the City of Casper Financial Services Department issued a Request for Proposals for Investment Services.

The City is in receipt of 15 bids for the desired services. First Interstate Bank Wealth Management was selected as the financial advisor by the Investment Advisory Committee and was reviewed by both the City Finance Committee on March 15, 2022 and at a Council work session on March 22, 2022. The resolution and contract are attached for Council's review.

Financial Considerations

Investment advisor expenses will be calculated as 12 basis points, billed as a percentage of the total portfolio managed. The expenses will be allocated on a pro-rata basis of the percent of total investments in each fund.

Oversight/Project Responsibility

Jill Johnson, Financial Services Director

Attachments:

Contract for Professional Services
Resolution

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this 1st day of June, 2022, 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. First Interstate Wealth Management, c/o First Interstate Bank, (“Contractor”).

Throughout this document, the City and the Contractor may be collectively referred to as the “parties.”

RECITALS

A. The City is undertaking a project to manage and maintain public fund investments per Wyoming Statute to meet the required objectives of the City’s Investment Policy of legality, safety, liquidity, and return.

B. The project requires professional services for the selection, custodian, and performance reporting of the City’s investments.

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

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

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

1. **SCOPE OF SERVICES:**

The Contractor shall perform the following services in connection with and respecting the project:

- Have a minimum of five years of experience in managing fixed assets for state and local governments.
- Assign an account manager to the City account with a minimum of five years of experience in investment management.
- Demonstrate familiarity with all applicable Wyoming statutes with regard to qualified investments for public entities.

- Adhere to the Code of Professional and Ethical Standards as described by AIMR.
- Be a registered Investment Advisor as defined and regulated by the Securities and Exchange Commission and be registered with the Securities Division of the Wyoming Secretary of State or be granted an exception to registration with the SEC under Regulation R.
- Be either completely independent of any financial institution or securities brokerage firm or fully and continuously disclose any relationships with such financial institution(s) and/or securities brokerage firm(s), and further disclose any commissions, bonuses, or other payments resulting from the firm's relationship with the City.
- Comply with Wyoming State law and the ordinances and policies of the City of Casper.
- Review and recommend changes to the City's Policy.
- Review the present investment management procedures and documentation and propose improvements.
- Assist in developing and implementing investment strategies that will enhance portfolio performance under current and anticipated changes in market conditions within the parameters of established investment policies and cash flow needs.
- Make presentations to the City's Investment Committee, as needed, to support recommendations relating to investment strategy.
- Manage the City's investment portfolio with non-discretionary or discretionary authority. Discretionary authority will be approved specifically on a case-by-case basis. The City is currently open to both types of arrangements.
- Provide timely assessments of the market including market reaction to economic events.
- Provide detailed monthly reports, in a format acceptable to the City which include the following information on each security: par value, cost value, book value, market value, investment activity, earnings, etc.
- Attend the City's Investment Committee meetings once a year and present quarterly performance reports which shall include current information regarding the creditworthiness of investments in the portfolio, total return comparisons of the City's portfolio to the established index for the quarter and since inception, and market commentary and future outlook as it pertains to the City's portfolio.
- Manage the City's portfolio separately with no co-mingling of funds.

2. **TIME OF PERFORMANCE:**

The services of the Contractor shall commence on or before the 1st day of June, 2022 through the last day of May, 2026 unless notified otherwise.

3. **COMPENSATION:**

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed 12 basis points on the invested balances with the Contractor.

4. **METHOD OF PAYMENT:**

Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Contractor for services rendered in conformance with the Contract, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Contractor has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

If amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this Contract.

5. **TERMS AND CONDITIONS:**

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

6. **EXTENT OF CONTRACT:**

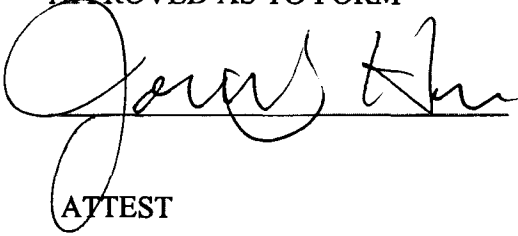
This Contract represents the entire and integrated Agreement between the City and the Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Contractor's authorized representatives.

To ensure safety in managing investments, the Contractor' Investment Management Agency Agreement is attached and made part of this contract. If there is a conflict between the Contractor's Investment Management Agency Agreement and the City's Contract for Professional Services, the City's Contract for Professional Services shall govern.

The City and the Contractor each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.

APPROVED AS TO FORM

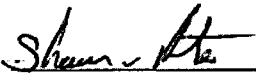

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

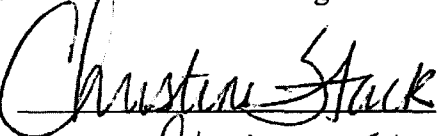
Fleur Tremel
City Clerk

Ray Pacheco
Mayor

WITNESS

By: 
Printed Name: Shawn M. Porter
Title: Vice President

CONTRACTOR
First Interstate Wealth Management

By: 
Printed Name: Christine Stack
Title: Vice President

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

1.1 The City may terminate this Contract anytime by providing thirty (30) days written notice to Contractor of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by the Contractor under this Contract shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

1.2 Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City, by virtue of termination of the Contract by Contractor, or any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor are determined.

2. CHANGES:

The City may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon between the City and the Contractor, shall be incorporated in written amendments to this Contract. There shall be no increase in the amount of Contractor's compensation unless approved by Resolution adopted by City.

3. ASSIGNABILITY:

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City: provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the City within five (5) business days of any assignment or transfer.

4. AUDIT:

The City and its representatives shall have access and obtain at its discretion, copies to any books, documents, papers, electronic data and records of the Contractor, which are pertinent to this Contract. The Contractor shall immediately, upon receiving written instruction from the City, provide to any independent auditor or accountant all books, documents, papers, electronic data and recordings of the Contractor which are pertinent to

this Contract. The Contractor shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the City.

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices required by the government setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

6. OWNER OF PROJECT MATERIALS:

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Contractor under this Contract shall be considered the property of the City, and upon completion of the services to be performed, or termination of this Contract, they will be turned over to the City provided that, in any case, the Contractor may, at no additional expense to the City, make and retain such additional copies thereof as Contractor desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Contractor be released to any person, agency, corporation, or organization without the written consent of the City.

7. FINDINGS CONFIDENTIAL:

All reports, information, data, etc., given to or prepared, or assembled by the Contractor under this Contract are confidential and shall not be made available to any individual or organization by the Contractor without the prior written consent of the City.

8. GOVERNING LAW AND VENUE:

This Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the Seventh Judicial District, Natrona County, Wyoming. The Contractor shall also comply with all applicable laws, ordinances, and codes of the local, state, or federal governments and shall not trespass on any public or private property in performing any of the work embraced by this Contract.

9. PERSONNEL:

The Contractor represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All of the services required shall be performed by the Contractor, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Contractor shall be employed in conformity with applicable local, state or federal laws.

10. SUBCONTRACTOR:

The Contractor shall not employ any subcontractor to perform any services in the scope of this project, unless the subcontractor is approved in writing by the City. Any approved subcontractor shall be paid by the Contractor.

11. INSURANCE AND INDEMNIFICATION:

A. **Prior to the commencement of work**, Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its subcontractors, agents, representatives, or employees.

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit). The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of Wyoming with Statutory Limits.

4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than the sum of Two Million Dollars (\$2,000,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Two Million Dollars (\$2,000,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

C. *Higher Limits.* If the Contractor maintains broader coverage and/or higher limits than required under this Agreement, then the City shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

D. *Other Insurance Provisions*

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. *Additional Insured Status*
Not applicable.

2. *Primary Coverage*
For any claims related to this Contract, the Contractor's insurance coverage shall be primary and non-contributory insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Contractor as respects the City, its officers, elected and appointed officials, employees, agents and volunteers.

3. *Notice of Cancellation*
Each insurance policy required above shall state that coverage shall not be canceled, materially changed, or reduced, except with notice to the City. Such notice to the City shall be provided in a commercially reasonable time.

4. *Waiver of Subrogation*
Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*

Contractor has two options regarding deductibles and self-insured retentions:

- a. Option 1: Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless otherwise approved in writing by the City, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the City may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- b. Option 2: Contractor shall carry insurance with terms that require its insurance company to pay the full value of a covered claim from the first dollar of coverage, even if the Contractor is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. Contractor shall provide a written endorsement from its insurance carrier that such insurance coverage is in place, and shall keep such coverage in place during the term of this Contract and any subsequent time period required for claims made policies.

6. *Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed to in writing by the City.

7. *Claims Made Policies*

If any of the required policies provide coverage on a claims-made basis:

- a. The Retroactive Date must be shown and must be before the date of the Contract or the beginning of Contract work.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work*. However, Contractor's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the Contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of *five (5) years* after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

Contractor shall furnish the City with original certificates of insurance for errors and omissions coverage. Verification of coverage for other insurance will not be required unless specifically requested by the City. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. *Subcontractors*

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

10. *Special Risks or Circumstances*

City reserves the right to reasonably modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

12. LIMITATION OF LIABILITY:

In no event shall the City, the City's employees, elected officials, appointed officials, or agents be liable under this Contract to Contractor or any third party for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages or lost profits or revenues, or diminution in value, arising out of, relating to, or in connection with any breach of this Contract, regardless of (a) whether such damages were foreseeable (b) whether or not the Contractor was advised of the possibility of such damages and (c) the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.

13. INTENT:

Contractor represents that it has read and agrees to the terms of this Contract and further agrees that it is the intent of the parties that Contractor shall perform all of the services for the compensation set forth in this Contract. Contractor also agrees that it is the specific intent of the parties, and a material condition of this Contract, that it shall not be entitled to

compensation for other services rendered unless specifically authorized by the City by Resolution of its governing body. Contractor agrees that it has carefully examined the Scope of Services, and that the compensation is adequate for performance of this Contract.

14. 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.

15. 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.

16. 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.

17. ELECTRONIC SIGNATURES:

The parties understand and agree that they have the right to execute this Contract through paper or through electronic signature technology, which is in compliance with Wyoming and federal law governing electronic signatures. The parties agree that to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Whenever they execute an electronic signature, it has the same validity and meaning as their handwritten signature. They will not, at any time in the future, repudiate the meaning of their electronic signature or claim that their electronic signature

is not legally binding. They agree not to object to the admissibility of this Contract as an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original. Each party will immediately request that their electronic signature be revoked in writing if they discover or suspect that it has been or is in danger of being lost, disclosed, compromised or subjected to unauthorized use in any way. If either party would like a paper copy of this Contract, they may request a copy from the other party, and the other party shall provide it.

EXHIBIT 1

**FIRST INTERSTATE BANK WEALTH MANAGEMENT
INVESTMENT MANAGEMENT AGENCY AGREEMENT
(4 ACCOUNT AGREEMENTS)**

1. Account Information

*Indicates Required Field

Account Number *	Primary Account SSN/EIN *	State *
52714000	836000049	Wyoming

Account Name *

CITY OF CASPER, LONG-TERM INVESTMENTS

Prepared by *	Date *	Specialist *
christine.stack@fib.com	5/12/2022	Andrea Barber

INVESTMENT MANAGEMENT AGENCY AGREEMENT entered into on:

Entered in Date *	By and Between (Name) *
	City of Casper

With a Mailing Address *

200 N David

City *	State *	Zip *
Casper	WY	82601

(here in referred to as "Principal") and FIRST

INTERSTATE BANK, a banking corporation domiciled in the State of Montana, with mailing address at Wealth Management,

Address *

104 S Wolcott

City *	State *	Zip *
Casper	WY	82601

(here in referred to as "Agent").

2. Ownership Information

To help the government fight the funding of terrorism and money-laundering activities, federal law requires that Agent or its affiliates verify Principal's identity by obtaining its name, date of birth, address and a government-issued identification number before opening the Investment Fund Account. In certain circumstances, Agent or its affiliates may obtain and verify this information with respect to any person authorized to effect transactions in the Investment Fund Account. For certain entities, such as trusts, estates, and corporations, partnership or other organizations, identifying documentation is also required. The Investment Fund Account may be restricted or closed, and this Agreement may be terminated immediately, if Agent or its affiliates cannot verify this information. In addition to the information below, the Principal will provide, certify and update all information necessary or desirable for Agent to identify any ultimate beneficial owner ("UBO") of the Investment Fund or Investment Fund Account, being any person who owns or controls 25% or more of such Principal, as part of the Agent's Customer Due Diligence "CDD"). Agent will provide additional information relating to its CDD to Principal. Any information provided by Principal may be shared with Agent's affiliates and third parties for the purpose of validating Principal's identity, and may be shared for other purposes in accordance with Agent's Privacy Policy. The Investment Fund Account established under this Agreement shall be held and maintained by Agent with all rights, titles, and interests of ownership of the following Principal:

2. Ownership Information (continued)

*Indicates Required Field

(a) Primary Owner Information:

First Name *	MI	Last Name *	SSN *
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Date of Birth *	Citizenship *	Marital Status *	Primary Occupation *
<input type="text"/>	<input type="text"/>	--Select One--	<input type="text"/>

Joint Owner Information:

First Name	MI	Last Name	SSN
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Date of Birth	Citizenship	Marital Status	Primary Occupation
<input type="text"/>	<input type="text"/>	--Select One--	<input type="text"/>

(b) Conservator or Guardianship. Select if the Principal is the Conservator or Guardian for a protected person *

Conservatorship Guardianship

Conservator or Guardian's information:

First Name *	MI	Last Name *
<input type="text"/>	<input type="text"/>	<input type="text"/>

The person protected by the Conservator or Guardian is as follows:

First Name *	MI	Last Name *	SSN *
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

(Obtain Letters by the Conservator or Guardian)

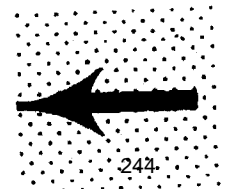
(c) Uniform Transfers to Minors Act (UTMA).

The custodian's information is as follows:

First Name *	MI	Last Name *
<input type="text"/>	<input type="text"/>	<input type="text"/>

The minor's information is as follows:

First Name *	MI	Last Name *	SSN *
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Date of Birth *	State *	Age of Majority under State Law *	
<input type="text"/>	-Select C	<input type="text"/>	<input type="text"/>



2. Ownership Information (continued)

*Indicates Required Field

(d) Trust / Estate.

Name of Trust / Estate *

Tax ID # of Trust / Estate *

[Empty text box for Name of Trust / Estate]

[Empty text box for Tax ID # of Trust / Estate]

Trustee / Personal Representative information:

First Name *

MI

Last Name *

[Empty text box for First Name]

[Empty text box for MI]

[Empty text box for Last Name]

(see attached Letters of Administration, Certification of Trust, or other confirmation of appointment)

(e) Corporation, LLC, LLP, LP or other Entity.

Entity information:

Name of Entity *

Tax ID # of Trust / Estate *

City of Casper

836000049

(see attached resolutions or other confirmation for authorized signors for the entity)

3. Type of Account

Select the type of account below. Agent does not provide legal or tax advice with respect to the type of account. Principal is advised to consult with its legal or tax advisors prior to designating the type of account because such designation can have significant legal or tax implications. If no election is made, the default rules for the type of account contained in Section 4.2(f) of the Terms and Conditions and Disclosure Document of this Agreement will apply.

Select One:

- Individual (Section 2(a) must be complete).
- Joint Tenancy with Right of Survivorship (Section 2(a) and 2(a) must be complete).
- Tenants in Common (Section 2(a) and 2(a) must be complete).
- Tenants by the Entirety (Section 2(a) and 2(a) must be complete and such individuals must be spouses).
- Guardian or Conservator / UTMA / Trust / Estate / Entity (complete information in Section 2 as applicable).

4. Beneficiary Designation

This Section 4: (i) does not apply if the type of Investment Fund Account is held as Tenants in Common or if applicable state law otherwise restricts such account from being registered in beneficiary form (e.g., Community Property that is not with survivorship), and (ii) does not apply unless it is completed in its entirety and the percentages (if chosen) equal exactly 100%. Agent does not provide legal or tax advice with respect to beneficiary designations. Principal is advised to consult with its legal or tax advisors prior to designating beneficiaries because such designation can have significant legal or tax implications.

The Investment Fund will be distributed on death to the beneficiaries identified below by (select one): *

- Percentages (the allocation must equal exactly 100%); or
If any of the named beneficiaries listed predeceases the Principal, the share of such deceased beneficiary shall be distributed as follows:
 - Proportionately among the other surviving beneficiaries listed; or
 - To the estate of such deceased beneficiary.
- Equally to the surviving beneficiaries

4. Beneficiary Designation (continued)

The transfer on death or pay on death beneficiaries and the percentages (if applicable) are as follows:

Beneficiary information:

Full Name *	Beneficiary SSN *	Date of Birth *	Percentage *
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Address *	City *	Zip *	State *
<input type="text"/>	<input type="text"/>	<input type="text"/>	-Select C

Beneficiary information:

Full Name	Beneficiary SSN	Date of Birth	Percentage
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Address	City	Zip	State
<input type="text"/>	<input type="text"/>	<input type="text"/>	-Select C

Beneficiary information:

Full Name	Beneficiary SSN	Date of Birth	Percentage
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Address	City	Zip	State
<input type="text"/>	<input type="text"/>	<input type="text"/>	-Select C

5. Voting and Communication Instructions

(a) Proxy voting Instructions.

Ownership of certain assets in the Investment Fund may also include shareholder rights relating to voting and other similar issues that arise from such ownership ("proxy voting rights"). Except as provided in the Letter of Direction (with regard to FIBK stock), Principal hereby authorizes Agent to exercise full discretion over all proxy voting rights related to the Investment Fund Account.

(b) Shareholder Communications.

Principal is an UBO of the Investment Fund Account under regulations of the United States Securities and Exchange Commission ("SEC"). Unless Principal objects by checking the box below, SEC rules generally require Agent to provide Principal's name, address, and number of shares held to the companies whose securities Agent holds in the Investment Fund Account.

Principal hereby:

- Authorizes Agent to release Principal's name, address, and share position to companies whose securities Agent holds in the Investment Fund Account.
- Objects to Agent's release of Principal's name, address, and share position to companies whose securities Agent holds in the Investment Fund Account.

If the first box above is checked (authorizing Agent to release Principal's name, address, and share position to companies whose securities Agent holds in the Investment Fund Account), then such authorization shall continue until such time as the authority is revoked pursuant to Section 2.7(b) of the Terms and Conditions and Disclosure Document of this Agreement. If no box above is checked, the default provisions in Section 2.7(b) of the Terms and Conditions and Disclosure Document of this Agreement shall apply (that Principal will be deemed to have elected to check the first box above).

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6. Certification of Taxpayer Identification Number ("TIN")

(a) Principal's correct TIN is: 836000049

(For individuals, the TIN is the individuals Social Security Number; for entities, trusts, and estates the TIN is the Employer Identification Number for the entity, trust or estate.)

(b) Principal is not subject to withholding because (i) Principal is exempt from backup withholding, or (ii) Principal has not been notified by the Internal Revenue Service ("IRS") that Principal is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Principal that Principal is no longer subject to backup withholding; and

(Note: if the IRS has notified Principal that backup withholding applies, then Principal must strike out the language in (ii))

(c) Principal is a U.S. Person (including U.S. resident alien).

The IRS does not require Principal's consent to any provision of this Agreement other than the certifications required to be made to avoid backup withholding.

7. Other Applicable Provisions

This Agreement shall include the Terms and Conditions and Disclosure Document attached to this Agreement and any additional addendum or attachment provided to Principal.

**Terms and Conditions and Disclosure Document
of First Interstate Bank
Investment Management Agency Agreement**

The following terms, conditions and disclosures apply to the Agreement:

1. INVESTMENT FUND ASSETS.

Principal has delivered to Agent the assets listed on Schedule A attached to this Agreement, the receipt of which is acknowledged by Agent. From time to time, Principal may deliver other assets to Agent to be managed in accordance with this Agreement, but subject to acceptance of such assets by Agent. The assets listed in Schedule A, other assets delivered to and accepted by Agent, and any assets or property collected, purchased, received or acquired by Agent under this Agreement for the account of Principal shall be the "Investment Fund" and held in the "Investment Fund Account" in the name of the Principal.

2. POWERS AND DUTIES OF AGENT.

2.1 Ownership of the Investment Fund and Responsibility of Agent.

Principal owns all of the property from time to time comprising the Investment Fund. Principal designates Agent as Principal's representative to hold, manage, supervise, invest and administer the Investment Fund pursuant to this Agreement.

2.2 Power and Duties of Agent.

Agent shall maintain custody of the Investment Fund. Principal authorizes and empowers Agent to hold, manage, supervise, invest and administer the Investment Fund on a discretionary basis with full power and authority to buy, exchange, sell, or otherwise effect investment transactions on Principal's behalf. Agent shall perform its duties under this Agreement in accordance with Principal's investment parameters and objectives set forth in the Principal's Risk Profile attached as Schedule B, which shall be completed by Principal upon or prior to execution of this Agreement. For this purpose, Agent is authorized and empowered to deal with the Investment Fund in the same manner and as freely as Principal and with all the powers which Principal could exercise. Without limiting the generality of the powers granted to Agent by this Agreement, and except as otherwise provided in this Agreement, Agent is specifically authorized to:

- (a) Sell, exchange, or otherwise dispose of any assets in the Investment Fund and reinvest the proceeds of such sale, exchange, or disposition in accordance with this Agreement;
- (b) Exercise all conversion privileges, exceptions, and rights to subscribe for additional stock or other securities, or both, with respect to any assets in the Investment Fund;
- (c) Exercise all rights, powers, privileges, options and other powers, including voting rights, incidental to the ownership of any assets in the Investment Fund as may be exercised by any person owning such assets in the person's own right;
- (d) Collect and receive interest, dividends, proceeds from the sale, redemption, or maturity of assets and other forms of income from any assets in the Investment Fund, which shall be credited to Principal's Investment Fund for reinvestment;
- (e) Execute all declarations, affidavits, and certificates of ownership, now or hereafter required, with respect to all coupons, registered interests, dividends, or other income on any assets in the Investment Fund, payments of redemption of any such assets, or otherwise required in exercising rights incidental to the ownership of such assets;
- (f) Prepare, sign and file, either in its name or in the name of the Principal, any proxies, certificates, consents or other statements relating to any assets in the Investment Fund as the Agent deems necessary or reasonable;
- (g) Effect transactions with or through persons, partnerships, or corporations of Agent's choice, including without limitation any affiliates of Agent or any parties with whom the Agent has a business relationship; and
- (h) Invest cash funds in appropriate short-term investments of Agent's choice, which may include, without limitation, deposits or accounts of Agent.

2.3 Record Keeping and Notification.

At the end of each calendar quarter (or more frequently, at Agent's option or as otherwise required by 12 C.F.R. § 344.6), Agent shall provide Principal an itemized statement which specifies the assets in the Investment Fund and all debits, credits, and transactions made by Agent since the last itemized statement. For the fee set forth in Agent's schedule of fees, Principal may request a copy of the broker/dealer's confirmation which sets forth the particulars of the transactions effected in the Investment Fund, together with a statement of the source and amount of any remuneration received by Agent for each transaction Agent completes for Principal, and any other information required under 12 C.F.R. § 344.5. Agent may change its fee schedule with at least 30 days advance written notice to Principal. Agent shall provide Principal with copy of the confirmation and statement of Agent's remuneration, if requested, within a reasonable time after Principal's request and payment of the applicable fee.

2.4 Registered Name on Securities.

Registered securities shall be registered either in the name of Principal, in bearer form addressed to Agent's care, in the name of Agent's nominee, or in such form that title will pass by delivery. Principal agrees to hold Agent's nominee harmless from any liability as holder of record, and Agent may at any time in Agent's discretion, without notice to Principal, transfer or cause to be transferred any securities in the Investment Fund Account from the name of Agent's nominee to the name of Principal. At all times during this Agreement, registered securities in the Investment Fund Account shall show as Principal's property.

2.5 Advances by Agent.

Agent shall have no obligation to lend or advance to Principal any sums for the Investment Fund. Agent may, however, in its absolute discretion lend, advance, or pay sums on Principal's behalf. If Agent lends, advances, or pays out sums on Principal's behalf, Principal shall repay Agent the sums lent or advanced with interest at the rate of 10% (or the maximum rate permitted by applicable law, if less) until paid in full. In addition, Agent may collect any income thereafter received by Investment Fund as payment, in whole or part, of the sums lent or advanced, and Agent shall be entitled to a lien upon the Investment Fund until all advances or loans are paid in full.

2.6 Legal Counsel.

In the discharge of its powers and duties under this Agreement, Agent may consult and retain legal counsel acceptable to Principal, whenever Agent deems it expedient and may engage in any action, suit, or proceeding affecting the Investment Fund, or any part thereof, and may pay such counsel reasonable compensation, for which Agent shall be entitled to be reimbursed out of the Investment Fund. Agent shall not be under any obligation to defend or engage in proceedings in respect to the Investment fund unless Agent is fully indemnified to its satisfaction.

2.7 Voting and Communication Instructions.

- (a) Proxy Voting Instructions. Except as provided in the Letter of Direction (with regard to FIBK stock), Agent shall exercise all proxy voting rights. If Principal desires to exercise any other proxy voting rights, then Principal shall terminate this Agreement as provided in Section 3.2 (and if the parties enter all appropriate agreements, the Investment Fund Account may be converted to a non-managed custodial account pursuant to Agent's Non-Managed Custodial Agency Agreement).
- (b) Shareholder Communications. Principal may change the shareholder communication instructions elected (or deemed elected) in Section 5(b) of the General Provisions of this Agreement, without modifying the remainder of this Agreement, by executing and delivering to Agent a new election in a form acceptable to Agent. If Principal does not make an election in Section 5(b) of the General Provisions of this Agreement, Principal will be deemed to have elected to receive shareholder communications, in which case Agent is required by the SEC to provide, and is authorized to release, Principal's name, address, and share position to companies whose securities Agent holds in the Investment Fund Account or other parties requesting such information. For Principal's protection, federal law prohibits requesting companies from using this information for any purpose other than corporate communications.

3. WITHDRAWAL OF ASSETS FROM THE INVESTMENT FUND AND TERMINATION OF THIS AGREEMENT.

3.1 Withdrawals.

Any and all assets in the Investment Fund may be withdrawn by Principal at any time upon a written order or receipt signed by Principal and delivered to Agent.

3.2 Termination Agreements.

Except as otherwise provided in Section 3.3, this Agreement (i) may be terminated at any time either by Agent or by Principal upon notice to the other party (provided that Agent shall provide at least 30 days advance notice to Principal of its intent to terminate this Agreement for any reason other than as provided in Section 3.3), and (ii) will terminate upon actual knowledge of the death of Principal, but only if Principal opened the Investment Fund Account as an individual account. Within a reasonable time after any termination of this Agreement, all assets in the Investment Fund shall be paid over, delivered, or surrendered to Principal as and in whatever form such assets then exist, and Agent shall be authorized to execute such endorsements, assignments, and conveyances without recourse or warranty on Agent as may be needed or proper to effectuate such delivery of such assets in the Investment Fund. Agent shall be under no obligation to deliver the Investment Fund or any part thereof until Principal shall have provided instruction and direction to Agent, subject to Agent's then applicable authentication or validation practices and policies, and provided that such instruction and direction is adequate for Agent to effectuate the delivery of such assets to Principal or as designated by Principal. Notice of termination of this Agreement shall not affect or preclude the consummation of any transaction previously initiated by Agent on Principal's behalf, nor will it affect fees due for services rendered or any obligations existing under this Agreement prior to termination.

3.3 Termination by Agent.

This Agreement may be terminated by Agent immediately if Principal fails to provide, certify or update all information necessary or desirable to identify any UBO of the Investment Fund or Investment Fund Account, or otherwise fails to provide, certify or update any information necessary or desirable to comply with Agent's CDD with respect to Principal. Such termination shall be on the same general terms as provided in Section 3.2 (and as if 30 days advance written notice had been provided). Furthermore, the Investment Fund Account may be restricted or closed if Agent or its affiliates cannot verify this information. Agent and its affiliates will not be responsible for any losses or damages (including without limitation lost opportunities) resulting from any failure to provide, certify or update this information, or from any restriction placed on, or closing of, the Investment Fund Account.

4. GENERAL TERMS AND CONDITIONS.

4.1 Agent's Liability.

Agent and its officers, agents and employees shall not be liable to Principal for losses arising from (a) Principal's actions, instructions, directions, and decisions; (b) information provided to Agent by Principal; (c) any act or failure to act by any broker/dealer or similar agent employed by Agent to effect a transaction on Principal's behalf or the financial solvency of any such broker or agent, so long as Agent exercises care in selecting the broker/dealer or similar agent in accordance with industry standards; (d) any depreciation in the value of any securities, assets, or other property in the Investment Fund or any loss arising out of any investment due to fluctuations in market conditions and other factors; or (e) any error in judgment or any act or failure to act in the execution and safekeeping of the Investment Fund by Agent and its officers, agents and employees that does not constitute negligence, misconduct, or a violation of applicable law. In performing its duties under this Agreement, Agent may rely upon information it believes to be accurate and reliable. Principal shall reimburse, indemnify, and hold Agent harmless from and against any and all liability, loss, claim, damage, or expense including attorney and paralegal fees resulting from the exercise by Agent of any authority or power granted to it under this Agreement, or from claims of third parties, or from any taxes or other governmental charges, and any expenses related thereto, which may be imposed or assessed in respect to the Investment Fund, or any part thereof. Agent shall have no duty to appear in or defend any suit resulting from the exercise by Agent of any authority or power granted to it by this Agreement unless requested by Principal in writing and indemnified to the satisfaction of Agent.

4.2 Joint, Common or Community Ownership.

Laws governing ownership of property vary from state to state. Principal understands that it is responsible to verify the registration selected is valid in its state. The following provisions generally describe common rights with respect to different types of accounts, but laws vary from state to state. Principal shall consult its own legal or tax advisor to understand the implications of the type of account selected.

- (a) Joint Tenancy with Right of Survivorship. If the Investment Fund Account is held in Joint Tenancy with Right of Survivorship, then (i) Agent may accept directions (including instructions to terminate the Investment Fund Account) from any Principal and may deal with each Principal as the sole owner or payee, and (ii) upon the death of one Principal, the surviving Principal will own the Investment Fund Account which will continue to be subject to this Agreement.
- (b) Tenants by the Entirety. If the Investment Fund Account is held as Tenancy by the Entirety, then (i) each spouse appoints the other as their agent to act as sole Principal, and Agent may accept directions from either such spouse and may deal with either such spouse as the sole owner or payee, unless both spouses have previously delivered to Agent a written direction to the contrary, and (ii) upon the death of one Principal, the surviving Principal will own the Investment Fund Account which will continue to be subject to this Agreement.
- (c) Tenants in Common. If the Investment Fund Account is held as Tenants in Common, then (i) each Tenant in Common appoints the other as their agent to act as sole Principal, and Agent may accept directions from any Tenant in Common and may deal with each Tenant in Common as the sole owner and payee, unless all Tenants in Common have previously delivered to Agent a written direction to the contrary, (ii) each Principal is presumed to own an equal interest in the Investment Fund Account (unless applicable law provides otherwise), and (iii) upon the death of one Principal, the deceased Principal's share of the Investment Fund Account will pass pursuant to such decedent's estate (or beneficiary designation with respect to the Investment Fund Account, if applicable), and the surviving Principal's interest in the balance of the Investment Fund Account will continue to be subject to this Agreement.
- (d) Community Property. If the Investment Fund Account is held as Community Property, then (i) each spouse appoints the other as their agent to act as sole Principal, and Agent may accept directions from either such spouse and may deal with either such spouse as the sole owner or payee, unless both spouses have previously delivered to Agent a written direction to the contrary, and (ii) upon the death of one Principal, the deceased Principal's share of the Investment Fund Account will pass pursuant to such decedent's estate (or beneficiary designation with respect to the Investment Fund Account, if applicable), and the surviving Principal's interest in the balance of the Investment Fund Account will continue to be subject to this Agreement.
- (e) Community Property with Right of Survivorship. If the Investment Fund Account is held as Community Property with Right of Survivorship, then (i) each spouse appoints the other as their agent to act as sole Principal, and Agent may accept directions from either such spouse and may deal with either such spouse as the sole owner or payee, unless both spouses have previously delivered to Agent a written direction to the contrary, and (ii) upon the death of one Principal, the surviving Principal will own the Investment Fund Account which will continue to be subject to this Agreement.
- (f) Default Rules. If Principal neglects to make a type of account election in Section 3 of the General Provisions of this Agreement, then the type of account will be deemed to be (i) Individual, where one individual is listed in Section 2 of the General Provisions of this Agreement, and such individual is not acting in a fiduciary capacity; (ii) Joint Tenancy with Right of Survivorship, where more than one individual is listed in Section 2 of the General Provisions of this Agreement, such individuals are not acting in a fiduciary capacity, and all Principals are individuals; (iii) Tenants in Common, where more than one Principal is listed in Section 2 of the General Provisions of this Agreement, and one more of the named Principal's is not a natural person or is acting in a fiduciary capacity; and (iv) an account of a Guardian or Conservator / UTMA/ Trust / Estate / Entity, as appropriate, in all other cases.

- (g) Powers of Attorney. Agent may rely on the authority of any power of attorney or attorney-in-fact ("POA") of Principal if such POA is properly presented to and accepted by Agent under applicable law, and under such circumstance, Agent is authorized to follow directions given to Agent by such POA with respect to the Investment Fund Account and any assets of the Investment Fund. If not sooner terminated by Principal, the terms of the POA, or other applicable law, the authority of any POA with respect to the Investment Fund Account and any assets of the Investment Fund will terminate upon the Principal's death.
- (h) Collection Upon Death. Upon the death of the sole or last surviving Principal, Agent will, upon receipt of notice of such death, will freeze the Investment Fund Account and will cease all activity until distribution of the Investment Fund Account to (i) the legal representative of the estate for the sole or last surviving Principal if no beneficiary designations are in existence for the Investment Fund Account at the time of such death, or (ii) the applicable beneficiaries and in their respective shares, if a beneficiary designation is in existence for the Investment Fund Account at the time of such death. Each beneficiary will be required to establish an Investment Fund Account with Agent to receive their proportionate share of the Investment Fund Account.

INITIAL

↓
[Signature Box]

4.3 Payment of Income and Other Taxes.

Principal may have economic and taxable gain or loss when assets in the Investment Fund are sold or redeemed. Distributions may be taxable as ordinary income. Agent shall not be liable for the tax consequences to Principal which arise out of Agent's exercise of the authority and powers granted to Agent by this Agreement. Principal shall pay all taxes assessed on or with respect to any assets in the Investment Fund and all taxes due on the income collected for Principal from any investments held by the Investment Fund or from any and all transactions performed by Agent at Principal's request. In addition, Principal shall file any and all tax reports and returns, and shall be responsible for the adequacy and accuracy of any positions taken on any such reports or returns, for the actual filing of such reports or returns, and for the remittance of tax payments to taxing authorities.

4.4 Principal's Representations. Principal makes the following representations:

- (a) Principal has full power, authority, and capacity to enter into this Agreement, and this Agreement constitutes a legal, valid, and binding obligation of Principal.
- (b) If Principal or any person signing on behalf of Principal is acting in an appointed or fiduciary capacity, Principal or such person is duly appointed, qualified and acting in the capacity so identified.
- (c) Principal acknowledges and understands that Agent acts in a similar capacity for other customers and clients and that action taken by Agent for another customer or client may differ in name and timing from that taken by Agent for Principal.

- (d) Principal acknowledges and understands that Agent is relying on the information provided by Principal in Principals Risk Profile in performing its duties under this Agreement, and Principal represents that the information it furnished in Principals Risk Profile is accurate and complete, and that it will promptly notify Agent in writing of any material changes to the information provided in Principals Risk Profile.
- (e) Principal will provide, certify or update all information necessary or desirable for Agent to identify any UBO of the Investment Fund or Investment Fund Account and to comply with Agents CDD with respect to Principal (which may include additional UBO and CDD analysis for tiered entities or similar structures).
- (f) Principal affirmatively states that all information Principal has provided in or with respect to this Agreement is true, accurate, correct and complete. Principal will inform Agent of any changes to that information. Principal acknowledges that in opening the Investment Fund Account for Principal, Agent has relied upon the information that Principal has provided. Principal authorizes Agent to verify all information Principal has provided, including verifying Principal's identity, and that Principal is not on any government-published list of persons, or entities who are prohibited from opening accounts with Agent.

If Principal breaches any of the representations, or if any of the information Principal provided is false, the in addition to any other rights granted to Agent under this Agreement, Agent may liquidate, transfer, refuse to execute any transactions ("freeze" the account) relating to any disputed assets in the Investment Fund, in which case Principal indemnifies Agent for, and holds Agent harmless from, any costs, expenses, losses or liabilities that any party incurs, directly or indirectly as a result of the Principal providing such false information.

4.5 Notice.

Except as provided below, any notice to be given under this Agreement shall be in writing and shall either be served upon a party personally, or served by registered or certified mail, return receipt requested, directed to the party to be served at the addresses set forth in the opening paragraph of this Agreement. A party wishing to change its designated address shall do so by notice in writing to the other party; provided Principal may change its address in any other manner acceptable to Agent. Notice served by mail shall be deemed complete when deposited in the United States mail, postage prepaid. Rejection or other refusal to accept notice or the inability to deliver notice because of changed address of which no notice was given shall be deemed to be receipt of notice. Notice of termination of this Agreement may be delivered by Principal to Agent by email or similar electronic communication ("electronic notice"); provided, however, that (i) no such electronic notice shall be deemed complete until Agent acknowledges receipt by reply or similar response to Principal (which shall exclude any read receipt); and (ii) Agent may require additional authentication or validation from Principal of such electronic notice in accordance with Agents then applicable practices and policies, and no such electronic notice shall be deemed complete until Agent obtains such authentication or validation

4.6 Binding Effect

This Agreement shall be binding upon and shall inure to the benefit of the beneficiaries, heirs, distributees, executors, administrators, legal representatives, successors, and assigns of Principal and Agent.

4.7 Assignment.

The Investment Fund, Investment Fund Account and the rights of Principal under this Agreement shall not be transferred or assigned without the prior written consent of the Agent, which will not be unreasonably withheld.

4.8 Entire Agreement.

This Agreement, including the attachments, exhibits or schedules, and the Contract For Professional Services entered into with the City of Casper, contains the entire agreement and understanding of the parties, and supersedes any and all prior negotiations and understandings.

4.9 Amendment of Agreement.

This Agreement shall not be modified, amended or changed in any respect except by written documents signed by all parties (except for changes to Agent's fee schedules as provided in this Agreement, and changes to Principal's elections regarding proxy voting rights and shareholder communications).

4.10 Interpretation.

If any portion of this Agreement shall be held to be void or unenforceable, the balance thereof shall nonetheless be effective. This Agreement has been made and entered into in the State of Wyoming and shall be governed by the laws of the State of Wyoming.

4.11 Headings.

The headings used herein are for convenience only, and shall not be construed as a part of this Agreement or as a limitation on the scope of the particular paragraphs to which they refer.

5. ACCOUNT RISK.

Principal hereby acknowledges and understands that the securities in Principal's Investment Fund are not deposits or accounts of Agent, they are not guaranteed by Agent, and they are not federally insured by the Federal Deposit Insurance Corporation (FDIC) or any other agency or the United States government. Furthermore, Principal understands that investing in securities involves investment, including the possible loss of principal, and that the value of any security may fluctuate.

By signing this Agreement, Principal acknowledges that Principal has received a copy of this Agreement and that Principal has read, understands and agrees to be bound by this Agreement. Principal further acknowledges that Principal has read and understands the arbitration clause in Section 4.8 of this Agreement and agrees to resolve any disputes arising with regard to Principal's Investment Fund or Investment Fund Account by arbitration. Principal certifies that all of the foregoing client information is accurate.

Principal Signature

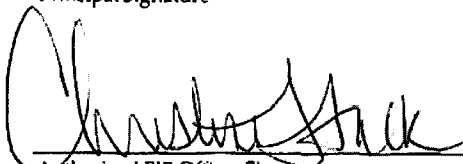
Printed or Typed Name

Title

Principal Signature

Printed or Typed Name

Title



Authorized FIB Officer Signature

Date

Schedule A
Listing of Assets

All Assets Currently held in Custody with First Interstate Wealth Management

Schedule B Principal's Risk Profile

Understanding your risk and return profile is an important first step in the investment planning process.

Definition

Risk is one of the most difficult concepts to explain and even something for more difficult to quantify. There are a number of definitions but one of the easiest to understand is from John Bogle, who says that risk is related to how much you can afford to lose without excessive damage to your pocketbook or your psyche.

Risk and Return

One of the most important steps in developing an individual investor's investment strategy and financial plan is to understand the relationship between your objectives, the desired return and your individual tolerance to risk. The challenge for investors is to

- (i) make an accurate and meaningful assessment of your willingness to accept risk based on what it means to you;
- (ii) assess your investment return objective and the level of risk involved in attempting that return; and
- (iii) to have a means to express this assessment compared to the risk/return level of your current portfolio and the various alternatives you may consider and to understand the trade-offs that might be required.

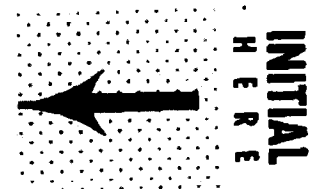
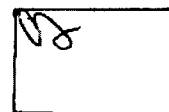
Questionnaire

You will be provided with a very basic investor profile questionnaire for your review and completion. Select the answer that best describes your situation. When you have completed and scored the questionnaire, the total number of points can be used to help determine your individual investment profile and form the basis for further discussion. The investor objectives are summarized on the back page and include a sample portfolio allocation.

Select One

Go

- Subject to Investment Restrictions pursuant to Wyo Stat. 9-4-831 – attached
- Maturity limitations as a percentage of total invested principal:
 - 0-1 year Max 100% Min 25%
 - 1-3 year Max 75% Min 0%
 - 3-5 year Max 50% Min 0%
 - 5-10 year Max 50% Min 0%
 - 10-30 year Max 50% Min 0%





Wyo. Stat. § 9-4-831

Copy Citation

Current through 2021 General Session of the Wyoming Legislature. Subject to revisions by LSO.

Wyoming Statutes Annotated Title 9 Administration of the Government (Chs. 1 – 24) Chapter 4 Public Funds (Arts. 1 – 13) Article 8. Deposits and Depositories (§§ 9-4-801 – 9-4-834)

§ 9-4-831. Investment of public funds.

(a) The state treasurer, or treasurer of any political subdivision, municipality or special district of this state, and the various boards of trustees and boards of directors of county hospitals, airports, fairs and other duly constituted county boards and commissions, may invest in:

(i) United States treasury bills, notes or bonds, including stripped principal or interest obligations of such issuances, or any other obligation or security issued by the United States treasury or any other obligation guaranteed as to principal and interest by the United States;

(ii) Bonds, notes, debentures, or any other obligations or securities issued by or guaranteed by any federal government agency or instrumentality, including but not limited to the following to the extent that they remain federal government agencies or instrumentalities, federal national mortgage association, federal home loan bank, federal farm credit bank, federal home loan mortgage corporation and government national mortgage association. All federal agency securities shall be direct issuances of federal agencies or instrumentalities;

(iii) Repurchase agreements involving securities which are authorized investments under paragraphs (i) and (ii) of this subsection. The securities may be held in a custodial arrangement with a member bank of the federal reserve system or in a segregated account at a federal reserve system bank. The repurchase agreement must provide for daily valuation and have a minimum excess market price reserve of one hundred two percent (102%) of the investment;

(iv) In accordance with W.S. 9-4-803 with respect to the state and W.S. 9-4-817 with respect to local governments, deposits in financial institutions located within the state of Wyoming which offer federal deposit insurance corporation insurance on deposits in the institutions;

(v) Mortgage backed securities that are obligations of or guaranteed or insured issues of the United States, its agencies, instrumentalities or organizations created by an act of congress excluding those defined as high risk. High risk mortgage backed securities are defined as any security which meets either of the following criteria:

(A) Is rated V-6 or higher by Fitch Investors Service or at an equivalent rating by another nationally recognized rating service; or

(B) Is defined as a high risk mortgage security under Section III of the Supervisory Policy Concerning Selection of Securities Dealers and Unsuitable Investment Practices, as amended



(vi) In bankers acceptances or United States banks eligible for purchase by the federal reserve system;

(vii) In a guaranteed investment contract if issued and guaranteed by a United States commercial bank or a United States insurance company. The credit quality of the issuer and guarantor shall be the highest category of either A. M. Best, Moody's or Standard and Poor's rating service. The contract shall provide the governmental entity a nonpenalized right of withdrawal of the investment if the credit quality of the investment is downgraded;

(viii) A commingled fund of eligible securities listed in this section if the securities are held through a trust department of a bank authorized to do business in this state or through a trust company authorized to do business in this state with total capital of at least ten million dollars (\$10,000,000.00) or which has an unconditional guarantee with respect to those securities from an entity with total capital of at least one hundred million dollars (\$100,000,000.00);

(ix) Interest bearing deposits of a savings and loan association or a federal savings bank authorized to do business in this state to the extent that they are fully insured by the federal deposit insurance corporation, or:

(A) Secured by a pledge of assets and the federal savings bank or savings and loan association is otherwise authorized as a depository as prescribed by law; or

(B) The federal savings bank or savings and loan association is otherwise authorized as a depository as prescribed by law and:

(I) In lieu of a pledge of assets securing an interest bearing deposit, a selected savings and loan association or federal savings bank shall arrange for the deposit of the public funds in interest bearing deposits in one (1) or more banks or savings and loan associations or federal savings banks wherever located in the United States, for the account of the public funds depositor;

(II) At the same time the public funds are deposited pursuant to this subparagraph, the selected savings and loan association or federal savings bank shall receive an amount of deposits from customers of other financial institutions equal to the amount of the public funds initially placed by the public funds depositor;

(III) Each interest bearing deposit shall be insured by the federal deposit insurance corporation; and

(IV) The selected savings and loan association or federal savings bank shall act as custodian for the public funds depositor with respect to the interest bearing deposits placed in the public funds depositor's account.

(x) Interest bearing deposits of a bank authorized to do business in this state to the extent that they are fully insured by the federal deposit insurance corporation or:

(A) Secured by a pledge of assets and the bank is otherwise authorized as a depository as prescribed by law; or

(B) The bank is otherwise authorized as a depository as prescribed by law and:

(I) In lieu of a pledge of assets securing an interest bearing deposit, a selected bank shall arrange for the deposit of the public funds in interest bearing deposits in one (1) or more banks or savings and loan associations or federal savings banks wherever located in the United States, for the account of the public funds depositor;

(II) At the same time the public funds are deposited pursuant to this subparagraph, the selected bank shall receive an amount of deposits from customers of other financial



- (iii)** each interest bearing deposit shall be insured by the federal deposit insurance corporation; and
- (IV)** The selected bank shall act as custodian for the public funds depositor with respect to the interest bearing deposits placed in the public funds depositor's account.
- (xi)** As authorized by W.S. 37-5-605, bonds of the Wyoming energy authority;
- (xii)** Shares of a money market fund as specified in subsection (g) of this section;
- (xiii) through (xviii)** Repealed by Laws 1996, ch. 112, § 3.
- (xix)** Amended and renumbered as (ix) by Laws 1996, ch. 112, § 2.
- (xx)** Amended and renumbered as (x) by Laws 1996, ch. 112, § 2.
- (xxi)** Amended and renumbered as (xi) by Laws 1996, ch. 112, § 2.
- (xxii) through (xxv)** Repealed by Laws 1996, ch. 112, § 3.
- (xxvi)** Commercial paper of corporations organized and existing under the laws of any state of the United States, provided that at the time of purchase, the commercial paper shall:
- (A)** Have a maturity of not more than two hundred seventy (270) days; and
- (B)** Be rated by Moody's as P-1 or by Standard & Poor's as A-1+ or equivalent ratings indicating that the commercial paper issued by a corporation is of the highest quality rating.
- (xxvii)** Investments as provided in W.S. 9-4-715(a), (d) and (e). Upon request by any county, municipality, school district, joint powers board or any other local governmental entity the state treasurer may provide an investment fund for local government entities under the same terms and conditions as provided in W.S. 9-1-416. The fund shall:
- (A)** Be a second local investment pool with more long-term redemption options than the local investment pool established under W.S. 9-1-416 and with additional penalties for early withdrawal of funds as provided by rule and regulation adopted by the state treasurer;
- (B)** Be subject to rules and regulations adopted by the state treasurer as provided in W.S. 9-1-416;
- (C)** Be invested in a manner to obtain the highest return possible consistent with the preservation of the corpus; and
- (D)** Except as otherwise provided in this paragraph, be managed in accordance with W.S. 9-1-416.
- (b)** No investment of public funds under this section shall be made by any of the officials above designated, until the affected fiscal board of the state of Wyoming, the board of county commissioners, the municipal council or the school district board of trustees as the case may be, has first authorized the same.
- (c)** Repealed by Laws 1996, ch. 112, § 3.
- (d)** Repealed by Laws 1997, ch. 63, § 2.
- (e) and (f)** Repealed by Laws 1996, ch. 112, § 3.
- (g)** Investments in shares of a diversified money market fund are authorized except that no entity of Wyoming government shall at any time own more than ten percent (10%) of the fund's net assets or shares outstanding. Investments under this subsection are limited to a diversified money market fund which seeks to maintain a stable share value of one dollar (\$1.00), is registered under the Securities Act of 1933 and Investment Company Act of 1940, as amended, and has qualified under state registration requirements, if any, to sell shares in the state and which:
- (i)** Invests its assets:
- (A)** Solely in securities or instruments that have a remaining maturity of three hundred ninety-seven (397) days or less at the time of purchase of shares;



agreements collateralized by such instruments at not less than the repurchase price including accrued interest; -

(C) So that an average dollar weighted maturity of ninety (90) days or less is maintained at all times; and

(D) Under limitations such that the fund may borrow funds for temporary purposes only by entering into repurchase agreements and only to the extent permitted by federal law.

(ii) Does not impose a sales charge;

(iii) Maintains the highest quality rating from at least one (1) of the nationally recognized rating organizations, such as Standard & Poor's Corporation or Moody's Investor Services;

(iv) Has an operating history of not less than five (5) consecutive years;

(v) Requires submission of sixty (60) days advance notice of any investment policy change, in the case where such policy changes may be approved without approval of the fund's shareholders or requires approval by shareholders entitled to vote a majority, as the term is defined under the Investment Company Act of 1940, as amended, of the fund's shares;

(vi) Is purchased from a person licensed to sell securities in Wyoming through or for an account with an entity which, at the time the investment is made by the state or local government:

(A) Has been continuously engaged in the business of selling securities in Wyoming for the preceding two (2) years or a financial institution authorized to do business in Wyoming and qualified by law to act as a depository of public funds in this state; and

(B) Currently, and during the preceding two (2) years, continuously had at least one (1) established place of business in this state. As used in this subparagraph, "established place of business" means a place in this state which is actually occupied either continuously or at regular periods by employees or agents of the entity who are licensed to sell securities in this state and where a large share of the entity's business in this state is actually conducted.

(h) Every political subdivision shall have on file a "Statement of Investment Policy." Except for investments by special hospital district boards pursuant to W.S. 35-2-403(d) or county memorial hospitals pursuant to W.S. 18-8-104(d), this policy shall be at least as restrictive with respect to the types of investments authorized as those listed under subsection (a) of this section. The policy shall require that before any person effects any investment transaction on behalf of a political subdivision or offers any investment advice to the governing body of a political subdivision, that person shall sign a statement indicating that he has read the policy and agrees to abide by applicable state law with respect to advice he gives and the transactions he undertakes on behalf of the political subdivision. As used in this subsection, "person" does not include any officer, employee or member of the governing board of the political subdivision for which the investment is made or to which advice is given. As used in this subsection and subsection (j), "political subdivision" means the local government entities listed in the introductory paragraph of subsection (a) of this section. As used in this subsection, "investment" for the purpose of "investment transactions" and "investment advice" does not include deposits in financial institutions as authorized by law. As used in this subsection and paragraph (a)(iv) of this section, "financial institution" means as defined in W.S. 13-1-101(a)(ix).

(j) To enhance the background and working knowledge of political subdivision treasurers in governmental accounting, portfolio reporting and compliance, and investments and cash management, the state auditor and the state treasurer shall conduct voluntary education programs for persons elected or appointed for the first time to any office or as an employee



continuing education programs for persons continuing to hold those offices and positions or employment. The state treasurer and state auditor may contract with other persons with special knowledge in this area to provide the training and may also charge a fee for attendance sufficient to defray the cost of the educational program. Nothing in this subsection shall be construed as preventing the state auditor and state treasurer from allowing the general public to attend these education programs upon payment of the appropriate fee.

(k) In connection with, or incidental to, the issuance or carrying of bonds, but only for the purpose of reducing the amount or duration of payment, interest rate, spread or similar risk, or to result in a lower cost of borrowing, and not for purposes of investment, the state treasurer or treasurer of any political subdivision, municipality or special district of this state and the various boards of trustees and boards of directors of county hospitals, airports, fairs and other duly constituted county boards and commissions may enter into contracts which are determined to be necessary or appropriate to hedge risk or to place the obligation of the bonds, in whole or in part, on the interest rate, cash flow or other basis desired, including, but not limited to, contracts commonly known as interest rate swap agreements, interest rate caps or floors, forward payment conversion agreements, futures or hedge contracts.

(m) Any local governmental entity, including the treasurer of any political subdivision, municipality or special district of this state, the various boards of trustees and boards of directors of county hospitals, airports, fairs and other duly constituted county boards and commissions, or their designee, that invests public funds under subsection (a) of this section shall:

(i) Exercise the judgment and care of a prudent investor as specified by the Wyoming Uniform Prudent Investor Act, W.S. 4-10-901 through 4-10-913;

(ii) If the local governmental entity contracts with another person to aid in the investment of public funds, require that the person:

(A) Submit to the jurisdiction of the courts of this state; and

(B) Act as a fiduciary with respect to the investment of public funds by acting solely in the interest of the public and by acting with the care, skill and caution which a prudent person in a like capacity and familiar with those matters would use in the conduct of an activity of like character and purpose. The contracted person shall incur only costs that are appropriate and reasonable and shall act in accordance with a good faith interpretation of the law governing the investment of public funds.

History

Laws 1935, ch. 99, §§ 2 to 4; 1937, ch. 8, §§ 2, 3; ch. 91, § 1; 1941, ch. 12, § 1; C.S. 1945, §§ 35-1102 to 35-1104; W.S. 1957, §§ 13-102 to 13-104; Laws 1959, ch. 25, § 1; 1963, ch. 109, § 1; 1967, ch. 130, § 1; 1971, ch. 269, § 1; 1977, ch. 67, § 2; ch. 150, § 1; W.S. 1977, §§ 9-7-1135 to 9-7-1137; Laws 1982, ch. 62, § 3; 1988, ch. 75, § 2; 1989, ch. 151, § 1; 1993, ch. 15, § 1; ch. 115, § 1; 1994, ch. 45, § 1; 1995, ch. 173, § 1; 1996, ch. 112, §§ 2, 3; 1997, ch. 63, § 2; 1999, ch. 5, § 1; 2004, ch. 84, § 2; 2005, ch. 109, § 1; ch. 172, § 1; 2006, ch. 15, § 1; ch. 38, § 1; 2013, ch. 68, § 1; 2016, ch. 12, § 1; 2017, ch. 33, § 1; 2019, ch. 34, § 3.



▼ Annotations

Notes

The 2004 amendment, effective July 1, 2004, in (a)(xi), inserted "and 37-5-406" and "and the Wyoming Infrastructure authority."

The 2005 amendments. —

The first 2005 amendment, by ch. 109, § 1, added (k).

Laws 2005, ch. 109, § 2, makes the act effective immediately upon completion of all acts necessary for a bill to become law as provided by art. 4, § 8, Wyo. Const. Approved February 24, 2005.

The second 2005 amendment, by ch. 172, § 1, inserted the exception at the beginning of the second sentence in (h).

Laws 2005, ch. 172, § 2, makes the act effective immediately upon completion of all acts necessary for a bill to become law as provided by art. 4, § 8, Wyo. Const. Approved March 2, 2005.

While neither amendment gave effect to the other, both have been given effect in this section as set out above.

The 2006 amendments. —

The first 2006 amendment, by ch. 15, § 1, substituted "Wyoming pipeline authority" for "Wyoming natural gas pipeline authority" in (a)(xi).

Laws 2006, ch. 15, § 2, makes the act effective immediately upon completion of all acts necessary for a bill to become law as provided by art. 4, § 8, Wyo. Const. Approved March 9, 2006.

The second 2006 amendment, by ch. 38, § 1, in (a), added "which offer federal deposit insurance corporation insurance on deposits in the institutions" in (iv); in (ix), added (A) and (B); inserted "the federal savings bank or savings and loan association is" in (A); in (x), added the (A) designation, added (B), and added the (A) designation, added (B) and inserted "the bank is" in (A); and made related and stylistic changes throughout.

Laws 2006, ch. 38, § 2, makes the act effective immediately upon completion of all acts necessary for a bill to become law as provided by art. 4, § 8, Wyo. Const. Approved March 10, 2006.

While neither amendment gave effect to the other, both have been given effect in this section as set out above.

Document:

Wyo. Stat. § 9-4-831



securing; in (a)(ix)(B)(I) substituted "an interest bearing" for "a certificate of;" deleted "simultaneously" following "federal savings bank," and substituted "interest bearing deposits" for "certificate of deposit" following "public funds in;" in (a)(ix)(B)(II) substituted "pursuant to this subparagraph" for "and the certificate of deposit are issued for the benefit of the public funds depositor" following "funds are deposited," and substituted "financial institutions" for "banks or savings and loan associations or federal savings banks" following "customers of other;" in (a)(ix)(B)(III) substituted "interest bearing" for "certificate of;" in the introductory paragraph in (a)(x) substituted "Interest bearing deposits" for "Certificates of deposit;" in (a)(x)(B)(I) substituted "an interest bearing deposit" for "a certificate of deposit" following "assets securing," deleted "simultaneously" following "selected bank," and substituted "interest bearing" for "certificate of deposit" following "public funds in;" in (a)(x)(B)(II) substituted "pursuant to this subparagraph" with and the certificates of deposit are issued for the benefit of the public funds depositor" following "funds are deposited," and substituted "financial institutions" for "banks or savings and loan associations or federal savings banks" following "customers of other;" in (a)(x)(B)(III) substituted "interest bearing" for "certificate of;" and in (a)(x)(B)(IV) substituted "interest bearing deposits placed in" for "certificates of deposit issued for" following "respect to the."

The 2016 amendment, effective July 1, 2016, added (a)(xxvii).

The 2017 amendment, effective July 1, 2017, added (m).

Editor's notes. —

There is no subsection (i) in this section as it appears in the printed acts.

Research References & Practice Aids

Cross references. —

As to investment of public funds generally, see art. 7 of this chapter.

Hierarchy Notes:

Wyo. Stat. Title 9

Wyo. Stat. Title 9, Ch. 4

Wyo. Stat. Title 9, Ch. 4, Art. 8

Wyoming Statutes Annotated

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Next >

1. Account Information

*Indicates Required Field

Account Number *	Primary Account SSN/EIN *	State *
52714100	836000049	Wyoming
Account Name *		
CITY OF CASPER PERPETUAL CARE PRIN FUNDS		
Prepared by *	Date *	Specialist *
christine.stack@fib.com	5/12/2022	Andrea Barber

INVESTMENT MANAGEMENT AGENCY AGREEMENT entered into on:

Entered in Date *	By and Between (Name) *
	City of Casper

With a Mailing Address *

200 N David

City *	State *	Zip *
Casper	WY	82601

(here in referred to as "Principal") and FIRST

INTERSTATE BANK, a banking corporation domiciled in the State of Montana, with mailing address at Wealth Management,

Address *

104 S Wolcott

City *	State *	Zip *
Casper	WY	82601

(here in referred to as "Agent").

2. Ownership Information

To help the government fight the funding of terrorism and money-laundering activities, federal law requires that Agent or its affiliates verify Principal's identity by obtaining its name, date of birth, address and a government-issued identification number before opening the Investment Fund Account. In certain circumstances, Agent or its affiliates may obtain and verify this information with respect to any person authorized to effect transactions in the Investment Fund Account. For certain entities, such as trusts, estates, and corporations, partnership or other organizations, identifying documentation is also required. The Investment Fund Account may be restricted or closed, and this Agreement may be terminated immediately, if Agent or its affiliates cannot verify this information. In addition to the information below, the Principal will provide, certify and update all information necessary or desirable for Agent to identify any ultimate beneficial owner ("UBO") of the Investment Fund or Investment Fund Account, being any person who owns or controls 25% or more of such Principal, as part of the Agent's Customer Due Diligence "CDD"). Agent will provide additional information relating to its CDD to Principal. Any information provided by Principal may be shared with Agent's affiliates and third parties for the purpose of validating Principal's identity, and may be shared for other purposes in accordance with Agent's Privacy Policy. The Investment Fund Account established under this Agreement shall be held and maintained by Agent with all rights, titles, and interests of ownership of the following Principal:

2. Ownership Information (continued)

* Indicates Required Field

(a) Primary Owner Information:

First Name *	MI	Last Name *	SSN *
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Date of Birth *	Citizenship *	Marital Status *	Primary Occupation *
<input type="text"/>	<input type="text"/>	--Select One--	<input type="text"/>

Joint Owner Information:

First Name	MI	Last Name	SSN
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Date of Birth	Citizenship	Marital Status	Primary Occupation
<input type="text"/>	<input type="text"/>	--Select One--	<input type="text"/>

(b) Conservator or Guardianship. Select if the Principal is the Conservator or Guardian for a protected person *

Conservatorship Guardianship

Conservator or Guardian's information:

First Name *	MI	Last Name *
<input type="text"/>	<input type="text"/>	<input type="text"/>

The person protected by the Conservator or Guardian is as follows:

First Name *	MI	Last Name *	SSN *
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

(Obtain Letters by the Conservator or Guardian)

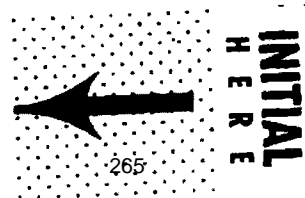
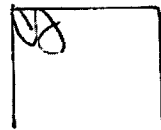
(c) Uniform Transfers to Minors Act (UTMA).

The custodian's information is as follows:

First Name *	MI	Last Name *
<input type="text"/>	<input type="text"/>	<input type="text"/>

The minor's information is as follows:

First Name *	MI	Last Name *	SSN *
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Date of Birth *	State *	Age of Majority under State Law *	
<input type="text"/>	--Select O	<input type="text"/>	<input type="text"/>



2. Ownership Information (continued)

*Indicates Required Field

(d) Trust / Estate.

Name of Trust / Estate *

Tax ID # of Trust / Estate *

[Empty text box for Name of Trust / Estate]

[Empty text box for Tax ID # of Trust / Estate]

Trustee / Personal Representative information:

First Name *

MI

Last Name *

[Empty text box for First Name]

[Empty text box for MI]

[Empty text box for Last Name]

(see attached Letters of Administration, Certification of Trust, or other confirmation of appointment)

(e) Corporation, LLC, LLP, LP or other Entity.

Entity information:

Name of Entity *

Tax ID # of Trust / Estate *

City of Casper

836000049

(see attached resolutions or other confirmation for authorized signors for the entity)

3. Type of Account

Select the type of account below. Agent does not provide legal or tax advice with respect to the type of account. Principal is advised to consult with its legal or tax advisors prior to designating the type of account because such designation can have significant legal or tax implications. If no election is made, the default rules for the type of account contained in Section 4.2(f) of the Terms and Conditions and Disclosure Document of this Agreement will apply.

Select One:

- Individual (Section 2(a) must be complete).
- Joint Tenancy with Right of Survivorship (Section 2(a) and 2(a) must be complete).
- Tenants in Common (Section 2(a) and 2(a) must be complete).
- Tenants by the Entirety (Section 2(a) and 2(a) must be complete and such individuals must be spouses).
- Guardian or Conservator / UTMA / Trust / Estate / Entity (complete information in Section 2 as applicable).

4. Beneficiary Designation

This Section 4: (i) does not apply if the type of Investment Fund Account is held as Tenants in Common or if applicable state law otherwise restricts such account from being registered in beneficiary form (e.g., Community Property that is not with survivorship), and (ii) does not apply unless it is completed in its entirety and the percentages (if chosen) equal exactly 100%. Agent does not provide legal or tax advice with respect to beneficiary designations. Principal is advised to consult with its legal or tax advisors prior to designating beneficiaries because such designation can have significant legal or tax implications.

The Investment Fund will be distributed on death to the beneficiaries identified below by (select one): *

- Percentages (the allocation must equal exactly 100%); or
If any of the named beneficiaries listed predeceases the Principal, the share of such deceased beneficiary shall be distributed as follows:
 - Proportionately among the other surviving beneficiaries listed; or
 - To the estate of such deceased beneficiary.
- Equally to the surviving beneficiaries

4. Beneficiary Designation (continued)

The transfer on death or pay on death beneficiaries and the percentages (if applicable) are as follows:

Beneficiary information:

Full Name *	Beneficiary SSN *	Date of Birth *	Percentage *
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Address *	City *	Zip *	State *
<input type="text"/>	<input type="text"/>	<input type="text"/>	-Select C

Beneficiary information:

Full Name	Beneficiary SSN	Date of Birth	Percentage
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Address	City	Zip	State
<input type="text"/>	<input type="text"/>	<input type="text"/>	-Select C

Beneficiary information:

Full Name	Beneficiary SSN	Date of Birth	Percentage
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Address	City	Zip	State
<input type="text"/>	<input type="text"/>	<input type="text"/>	-Select C

5. Voting and Communication Instructions

(a) Proxy voting instructions.

Ownership of certain assets in the Investment Fund may also include shareholder rights relating to voting and other similar issues that arise from such ownership ("proxy voting rights"). Except as provided in the Letter of Direction (with regard to FIBK stock), Principal hereby authorizes Agent to exercise full discretion over all proxy voting rights related to the Investment Fund Account.

(b) Shareholder Communications.

Principal is an UBO of the Investment Fund Account under regulations of the United States Securities and Exchange Commission ("SEC"). Unless Principal objects by checking the box below, SEC rules generally require Agent to provide Principal's name, address, and number of shares held to the companies whose securities Agent holds in the Investment Fund Account.

Principal hereby:

- Authorizes Agent to release Principal's name, address, and share position to companies whose securities Agent holds in the Investment Fund Account.
- Objects to Agent's release of Principal's name, address, and share position to companies whose securities Agent holds in the Investment Fund Account.

If the first box above is checked (authorizing Agent to release Principal's name, address, and share position to companies whose securities Agent holds in the Investment Fund Account), then such authorization shall continue until such time as the authority is revoked pursuant to Section 2.7(b) of the Terms and Conditions and Disclosure Document of this Agreement. If no box above is checked, the default provisions in Section 2.7(b) of the Terms and Conditions and Disclosure Document of this Agreement shall apply (that Principal will be deemed to have elected to check the first box above).

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6. Certification of Taxpayer Identification Number ("TIN")

(a) Principal's correct TIN is: 836000049

(For individuals, the TIN is the individuals Social Security Number; for entities, trusts, and estates the TIN is the Employer Identification Number for the entity, trust or estate.)

(b) Principal is not subject to withholding because (i) Principal is exempt from backup withholding, or (ii) Principal has not been notified by the Internal Revenue Service ("~~IRS~~") that Principal is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Principal that Principal is no longer subject to backup withholding; and

(Note: if the IRS has notified Principal that backup withholding applies, then Principal must strike out the language in (ii))

(c) Principal is a U.S. Person (including U.S. resident alien).

The IRS does not require Principal's consent to any provision of this Agreement other than the certifications required to be made to avoid backup withholding.

7. Other Applicable Provisions

This Agreement shall include the Terms and Conditions and Disclosure Document attached to this Agreement and any additional addendum or attachment provided to Principal.

**Terms and Conditions and Disclosure Document
of First Interstate Bank
Investment Management Agency Agreement**

The following terms, conditions and disclosures apply to the Agreement:

1. INVESTMENT FUND ASSETS.

Principal has delivered to Agent the assets listed on Schedule A attached to this Agreement, the receipt of which is acknowledged by Agent. From time to time, Principal may deliver other assets to Agent to be managed in accordance with this Agreement, but subject to acceptance of such assets by Agent. The assets listed in Schedule A, other assets delivered to and accepted by Agent, and any assets or property collected, purchased, received or acquired by Agent under this Agreement for the account of Principal shall be the "Investment Fund" and held in the "Investment Fund Account" in the name of the Principal.

2. POWERS AND DUTIES OF AGENT.

2.1 Ownership of the Investment Fund and Responsibility of Agent.

Principal owns all of the property from time to time comprising the Investment Fund. Principal designates Agent as Principal's representative to hold, manage, supervise, invest and administer the Investment Fund pursuant to this Agreement.

2.2 Power and Duties of Agent.

Agent shall maintain custody of the Investment Fund. Principal authorizes and empowers Agent to hold, manage, supervise, invest and administer the Investment Fund on a discretionary basis with full power and authority to buy, exchange, sell, or otherwise effect investment transactions on Principal's behalf. Agent shall perform its duties under this Agreement in accordance with Principal's investment parameters and objectives set forth in the Principal's Risk Profile attached as Schedule B, which shall be completed by Principal upon or prior to execution of this Agreement. For this purpose, Agent is authorized and empowered to deal with the Investment Fund in the same manner and as freely as Principal and with all the powers which Principal could exercise. Without limiting the generality of the powers granted to Agent by this Agreement, and except as otherwise provided in this Agreement, Agent is specifically authorized to:

- (a) Sell, exchange, or otherwise dispose of any assets in the Investment Fund and reinvest the proceeds of such sale, exchange, or disposition in accordance with this Agreement;
- (b) Exercise all conversion privileges, exceptions, and rights to subscribe for additional stock or other securities, or both, with respect to any assets in the Investment Fund;
- (c) Exercise all rights, powers, privileges, options and other powers, including voting rights, incidental to the ownership of any assets in the Investment Fund as may be exercised by any person owning such assets in the person's own right;
- (d) Collect and receive interest, dividends, proceeds from the sale, redemption, or maturity of assets and other forms of income from any assets in the Investment Fund, which shall be credited to Principal's Investment Fund for reinvestment;
- (e) Execute all declarations, affidavits, and certificates of ownership, now or hereafter required, with respect to all coupons, registered interests, dividends, or other income on any assets in the Investment Fund, payments of redemption of any such assets, or otherwise required in exercising rights incidental to the ownership of such assets;
- (f) Prepare, sign and file, either in its name or in the name of the Principal, any proxies, certificates, consents or other statements relating to any assets in the Investment Fund as the Agent deems necessary or reasonable;
- (g) Effect transactions with or through persons, partnerships, or corporations of Agent's choice, including without limitation any affiliates of Agent or any parties with whom the Agent has a business relationship; and
- (h) Invest cash funds in appropriate short-term investments of Agent's choice, which may include, without limitation, deposits or accounts of Agent.

2.3 Record Keeping and Notification.

At the end of each calendar quarter (or more frequently, at Agent's option or as otherwise required by 12 C.F.R. § 344.6), Agent shall provide Principal an itemized statement which specifies the assets in the Investment Fund and all debits, credits, and transactions made by Agent since the last itemized statement. For the fee set forth in Agent's schedule of fees, Principal may request a copy of the broker/dealer's confirmation which sets forth the particulars of the transactions effected in the Investment Fund, together with a statement of the source and amount of any remuneration received by Agent for each transaction Agent completes for Principal, and any other information required under 12 C.F.R. § 344.5. Agent may change its fee schedule with at least 30 days advance written notice to Principal. Agent shall provide Principal with copy of the confirmation and statement of Agent's remuneration, if requested, within a reasonable time after Principal's request and payment of the applicable fee.

2.4 Registered Name on Securities.

Registered securities shall be registered either in the name of *Principal*, in bearer form addressed to Agent's care, in the name of Agent's nominee, or in such form that title will pass by delivery. Principal agrees to hold Agent's nominee harmless from any liability as holder of record, and Agent may at any time in Agent's discretion, without notice to Principal, transfer or cause to be transferred any securities in the Investment Fund Account from the name of Agent's nominee to the name of Principal. At all times during this Agreement, registered securities in the Investment Fund Account shall show as Principal's property.

2.5 Advances by Agent.

Agent shall have no obligation to lend or advance to Principal any sums for the Investment Fund. Agent may, however, in its absolute discretion lend, advance, or pay sums on Principal's behalf. If Agent lends, advances, or pays out sums on Principal's behalf, Principal shall repay Agent the sums lent or advanced with interest at the rate of 10% (or the maximum rate permitted by applicable law, if less) until paid in full. In addition, Agent may collect any income thereafter received by Investment Fund as payment, in whole or part, of the sums lent or advanced, and Agent shall be entitled to a lien upon the Investment Fund until all advances or loans are paid in full.

2.6 Legal Counsel.

In the discharge of its powers and duties under this Agreement, Agent may consult and retain legal counsel acceptable to Principal, whenever Agent deems it expedient and may engage in any action, suit, or proceeding affecting the Investment Fund, or any part thereof, and may pay such counsel reasonable compensation, for which Agent shall be entitled to be reimbursed out of the Investment Fund. Agent shall not be under any obligation to defend or engage in proceedings in respect to the Investment fund unless Agent is fully indemnified to its satisfaction.

2.7 Voting and Communication Instructions.

- (a) Proxy Voting Instructions. Except as provided in the Letter of Direction (with regard to FIBK stock), Agent shall exercise all proxy voting rights. If Principal desires to exercise any other proxy voting rights, then Principal shall terminate this Agreement as provided in Section 3.2 (and if the parties enter all appropriate agreements, the Investment Fund Account may be converted to a non-managed *custodial* account pursuant to Agent's Non-Managed Custodial Agency Agreement).
- (b) Shareholder Communications. Principal may change the shareholder communication instructions elected (or deemed elected) in Section 5(b) of the General Provisions of this Agreement, without modifying the remainder of this Agreement, by executing and delivering to Agent a new election in a form acceptable to Agent. If Principal does not make an election in Section 5(b) of the General Provisions of this Agreement, Principal will be deemed to have elected to receive shareholder communications, in which case Agent is required by the SEC to provide, and is authorized to release, Principal's name, address, and share position to companies whose securities Agent holds in the Investment Fund Account or other parties requesting such information. For Principal's protection, federal law prohibits requesting companies from using this information for any purpose other than corporate communications.

3. WITHDRAWAL OF ASSETS FROM THE INVESTMENT FUND AND TERMINATION OF THIS AGREEMENT.

3.1 Withdrawals.

Any and all assets in the Investment Fund may be withdrawn by Principal at any time upon a written order or receipt signed by Principal and delivered to Agent.

3.2 Termination Agreements.

Except as otherwise provided in Section 3.3, this Agreement (i) may be terminated at any time either by Agent or by Principal upon notice to the other party (provided that Agent shall provide at least 30 days advance notice to Principal of its intent to terminate this Agreement for any reason other than as provided in Section 3.3), and (ii) will terminate upon actual knowledge of the death of Principal, but only if Principal opened the Investment Fund Account as an individual account. Within a reasonable time after any termination of this Agreement, all assets in the Investment Fund shall be paid over, delivered, or surrendered to Principal as and in whatever form such assets then exist, and Agent shall be authorized to execute such endorsements, assignments, and conveyances without recourse or warranty on Agent as may be needed or proper to effectuate such delivery of such assets in the Investment Fund. Agent shall be under no obligation to deliver the Investment Fund or any part thereof until Principal shall have provided instruction and direction to Agent, subject to Agent's then applicable authentication or validation practices and policies, and provided that such instruction and direction is adequate for Agent to effectuate the delivery of such assets to Principal or as designated by Principal. Notice of termination of this Agreement shall not affect or preclude the consummation of any transaction previously initiated by Agent on Principal's behalf, nor will it affect fees due for services rendered or any obligations existing under this Agreement prior to termination.

3.3 Termination by Agent.

This Agreement may be terminated by Agent immediately if Principal fails to provide, certify or update all information necessary or desirable to identify any UBO of the Investment Fund or Investment Fund Account, or otherwise fails to provide, certify or update any information necessary or desirable to comply with Agent's CDD with respect to Principal. Such termination shall be on the same general terms as provided in Section 3.2 (and as if 30 days advance written notice had been provided). Furthermore, the Investment Fund Account may be restricted or closed if Agent or its affiliates cannot verify this information. Agent and its affiliates will not be responsible for any losses or damages (including without limitation lost opportunities) resulting from any failure to provide, certify or update this information, or from any restriction placed on, or closing of, the Investment Fund Account.

4. GENERAL TERMS AND CONDITIONS.

4.1 Agent's Liability.

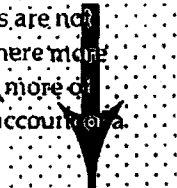
Agent and its officers, agents and employees shall not be liable to Principal for losses arising from (a) Principal's actions, instructions, directions, and decisions; (b) information provided to Agent by Principal; (c) any act or failure to act by any broker/dealer or similar agent employed by Agent to effect a transaction on Principal's behalf or the financial solvency of any such broker or agent, so long as Agent exercises care in selecting the broker/dealer or similar agent in accordance with industry standards; (d) any depreciation in the value of any securities, assets, or other property in the Investment Fund or any loss arising out of any investment due to fluctuations in market conditions and other factors; or (e) any error in judgment or any act or failure to act in the execution and safekeeping of the Investment Fund by Agent and its officers, agents and employees that does not constitute negligence, misconduct, or a violation of applicable law. In performing its duties under this Agreement, Agent may rely upon information it believes to be accurate and reliable. Principal shall reimburse, indemnify, and hold Agent harmless from and against any and all liability, loss, claim, damage, or expense including attorney and paralegal fees resulting from the exercise by Agent of any authority or power granted to it under this Agreement, or from claims of third parties, or from any taxes or other governmental charges, and any expenses related thereto, which may be imposed or assessed in respect to the Investment Fund, or any part thereof. Agent shall have no duty to appear in or defend any suit resulting from the exercise by Agent of any authority or power granted to it by this Agreement unless requested by Principal in writing and indemnified to the satisfaction of Agent.

4.2 Joint, Common or Community Ownership.

Laws governing ownership of property vary from state to state. Principal understands that it is responsible to verify the registration selected is valid in its state. The following provisions generally describe common rights with respect to different types of accounts, but laws vary from state to state. Principal shall consult its own legal or tax advisor to understand the implications of the type of account selected.

- (a) Joint Tenancy with Right of Survivorship. If the Investment Fund Account is held in Joint Tenancy with Right of Survivorship, then (i) Agent may accept directions (including instructions to terminate the Investment Fund Account) from any Principal and may deal with each Principal as the sole owner or payee, and (ii) upon the death of one Principal, the surviving Principal will own the Investment Fund Account which will continue to be subject to this Agreement.
- (b) Tenants by the Entirety. If the Investment Fund Account is held as Tenancy by the Entirety, then (i) each spouse appoints the other as their agent to act as sole Principal, and Agent may accept directions from either such spouse and may deal with either such spouse as the sole owner or payee, unless both spouses have previously delivered to Agent a written direction to the contrary, and (ii) upon the death of one Principal, the surviving Principal will own the Investment Fund Account which will continue to be subject to this Agreement.
- (c) Tenants in Common. If the Investment Fund Account is held as Tenants in Common, then (i) each Tenant in Common appoints the other as their agent to act as sole Principal, and Agent may accept directions from any Tenant in Common and may deal with each Tenant in Common as the sole owner and payee, unless all Tenants in Common have previously delivered to Agent a written direction to the contrary, (ii) each Principal is presumed to own an equal interest in the Investment Fund Account (unless applicable law provides otherwise), and (iii) upon the death of one Principal, the deceased Principal's share of the Investment Fund Account will pass pursuant to such decedent's estate (or beneficiary designation with respect to the Investment Fund Account, if applicable), and the surviving Principal's interest in the balance of the Investment Fund Account will continue to be subject to this Agreement.
- (d) Community Property. If the Investment Fund Account is held as Community Property, then (i) each spouse appoints the other as their agent to act as sole Principal, and Agent may accept directions from either such spouse and may deal with either such spouse as the sole owner or payee, unless both spouses have previously delivered to Agent a written direction to the contrary, and (ii) upon the death of one Principal, the deceased Principal's share of the Investment Fund Account will pass pursuant to such decedent's estate (or beneficiary designation with respect to the Investment Fund Account, if applicable), and the surviving Principal's interest in the balance of the Investment Fund Account will continue to be subject to this Agreement.
- (e) Community Property with Right of Survivorship. If the Investment Fund Account is held as Community Property with Right of Survivorship, then (i) each spouse appoints the other as their agent to act as sole Principal, and Agent may accept directions from either such spouse and may deal with either such spouse as the sole owner or payee, unless both spouses have previously delivered to Agent a written direction to the contrary, and (ii) upon the death of one Principal, the surviving Principal will own the Investment Fund Account which will continue to be subject to this Agreement.
- (f) Default Rules. If Principal neglects to make a type of account election in Section 3 of the General Provisions of this Agreement, then the type of account will be deemed to be (i) Individual, where one individual is listed in Section 2 of the General Provisions of this Agreement, and such individual is not acting in a fiduciary capacity; (ii) Joint Tenancy with Right of Survivorship, where more than one individual is listed in Section 2 of the General Provisions of this Agreement, such individuals are not acting in a fiduciary capacity, and all Principal's are individuals; (iii) Tenants in Common, where more than one Principal is listed in Section 2 of the General Provisions of this Agreement, and one more of the named Principal's is not a natural person or is acting in a fiduciary capacity; and (iv) an account of a Guardian or Conservator / UTMA/ Trust / Estate / Entity, as appropriate, in all other cases.

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- (g) Powers of Attorney. Agent may rely on the authority of any power of attorney or attorney-in-fact ("POA") of Principal if such POA is properly presented to and accepted by Agent under applicable law, and under such circumstances, Agent is authorized to follow directions given to Agent by such POA with respect to the Investment Fund Account and any assets of the Investment Fund. If not sooner terminated by Principal, the terms of the POA, or other applicable law, the authority of any POA with respect to the Investment Fund Account and any assets of the Investment Fund will terminate upon the Principal's death.
- (h) Collection Upon Death. Upon the death of the sole or last surviving Principal, Agent will, upon receipt of notice of such death, will freeze the Investment Fund Account and will cease all activity until distribution of the Investment Fund Account to (i) the legal representative of the estate for the sole or last surviving Principal if no beneficiary designations are in existence for the Investment Fund Account at the time of such death, or (ii) the applicable beneficiaries and in their respective shares, if a beneficiary designation is in existence for the Investment Fund Account at the time of such death. Each beneficiary will be required to establish an Investment Fund Account with Agent to receive their proportionate share of the Investment Fund Account.

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4.3 Payment of Income and Other Taxes.

Principal may have economic and taxable gain or loss when assets in the Investment Fund are sold or redeemed. Distributions may be taxable as ordinary income. Agent shall not be liable for the tax consequences to Principal which arise out of Agent's exercise of the authority and powers granted to Agent by this Agreement. Principal shall pay all taxes assessed on or with respect to any assets in the Investment Fund and all taxes due on the income collected for Principal from any investments held by the Investment Fund or from any and all transactions performed by Agent at Principal's request. In addition, Principal shall file any and all tax reports and returns, and shall be responsible for the adequacy and accuracy of any positions taken on any such reports or returns, for the actual filing of such reports or returns, and for the remittance of tax payments to taxing authorities.

4.4 Principal's Representations. Principal makes the following representations:

- (a) Principal has full power, authority, and capacity to enter into this Agreement, and this Agreement constitutes a legal, valid, and binding obligation of Principal.
- (b) If Principal or any person signing on behalf of Principal is acting in an appointed or fiduciary capacity, Principal or such person is duly appointed, qualified and acting in the capacity so identified.
- (c) Principal acknowledges and understands that Agent acts in a similar capacity for other customers and clients and that action taken by Agent for another customer or client may differ in name and timing from that taken by Agent for Principal.

- (d) Principal acknowledges and understands that Agent is relying on the information provided by Principal in Principals Risk Profile in performing its duties under this Agreement, and Principal represents that the information it furnished in Principals Risk Profile is accurate and complete, and that it will promptly notify Agent in writing of any material changes to the information provided in Principals Risk Profile.
- (e) Principal will provide, certify or update all information necessary or desirable for Agent to identify any UBO of the Investment Fund or Investment Fund Account and to comply with Agents CDD with respect to Principal (which may include additional UBO and CDD analysis for tiered entities or similar structures).
- (f) Principal affirmatively states that all information Principal has provided in or with respect to this Agreement is true, accurate, correct and complete. Principal will inform Agent of any changes to that information. Principal acknowledges that in opening the Investment Fund Account for Principal, Agent has relied upon the information that Principal has provided. Principal authorizes Agent to verify all information Principal has provided, including verifying Principal's identity, and that Principal is not on any government-published list of persons, or entities who are prohibited from opening accounts with Agent.

If Principal breaches any of the representations, or if any of the information Principal provided is false, the in addition to any other rights granted to Agent under this Agreement, Agent may liquidate, transfer, refuse to execute any transactions ("freeze" the account) relating to any disputed assets in the Investment Fund, in which case Principal indemnifies Agent for, and holds Agent harmless from, any costs, expenses, losses or liabilities that any party incurs, directly or indirectly as a result of the Principal providing such false information.

4.5 Notice.

Except as provided below, any notice to be given under this Agreement shall be in writing and shall either be served upon a party personally, or served by registered or certified mail, return receipt requested, directed to the party to be served at the addresses set forth in the opening paragraph of this Agreement. A party wishing to change its designated address shall do so by notice in writing to the other party; provided Principal may change its address in any other manner acceptable to Agent. Notice served by mail shall be deemed complete when deposited in the United States mail, postage prepaid. Rejection or other refusal to accept notice or the inability to deliver notice because of changed address of which no notice was given shall be deemed to be receipt of notice. Notice of termination of this Agreement may be delivered by Principal to Agent by email or similar electronic communication ("electronic notice"); provided, however, that (i) no such electronic notice shall be deemed complete until Agent acknowledges receipt by reply or similar response to Principal (which shall exclude any read receipt); and (ii) Agent may require additional authentication or validation from Principal of such electronic notice in accordance with Agents then applicable practices and policies, and no such electronic notice shall be deemed complete until Agent obtains such authentication or validation

4.6 Binding Effect

This Agreement shall be binding upon and shall inure to the benefit of the beneficiaries, heirs, distributees, executors, administrators, legal representatives, successors, and assigns of Principal and Agent.

4.7 Assignment.

The Investment Fund, Investment Fund Account and the rights of Principal under this Agreement shall not be transferred or assigned without the prior written consent of the Agent, which will not be unreasonably withheld.

4.8 Entire Agreement.

This Agreement, including the attachments, exhibits or schedules, and the Contract For Professional Services entered into with the City of Casper, contains the entire agreement and understanding of the parties, and supersedes any and all prior negotiations and understandings.

4.9 Amendment of Agreement.

This Agreement shall not be modified, amended or changed in any respect except by written documents signed by all parties (except for changes to Agent's fee schedules as provided in this Agreement, and changes to Principal's elections regarding proxy voting rights and shareholder communications).

4.10 Interpretation.

If any portion of this Agreement shall be held to be void or unenforceable, the balance thereof shall nonetheless be effective. This Agreement has been made and entered into in the State of Wyoming and shall be governed by the laws of the State of Wyoming.

4.11 Headings.

The headings used herein are for convenience only, and shall not be construed as a part of this Agreement or as a limitation on the scope of the particular paragraphs to which they refer.

5. ACCOUNT RISK.

Principal hereby acknowledges and understands that the securities in Principal's Investment Fund are not deposits or accounts of Agent, they are not guaranteed by Agent, and they are not federally insured by the Federal Deposit Insurance Corporation (FDIC) or any other agency or the United States government. Furthermore, Principal understands that investing in securities involves investment, including the possible loss of principal, and that the value of any security may fluctuate.

By signing this Agreement, Principal acknowledges that Principal has received a copy of this Agreement and that Principal has read, understands and agrees to be bound by this Agreement. Principal further acknowledges that Principal has read and understands the arbitration clause in Section 4.8 of this Agreement and agrees to resolve any disputes arising with regard to Principal's Investment Fund or Investment Fund Account by arbitration. Principal certifies that all of the foregoing client information is accurate.

Principal Signature

Printed or Typed Name

Title

Principal Signature

Printed or Typed Name

Title



Authorized FIB Officer Signature

Date

Schedule A
Listing of Assets

All Assets Currently held in Custody with First Interstate Wealth Management

Schedule B Principal's Risk Profile

Understanding your risk and return profile is an important first step in the investment planning process.

Definition

Risk is one of the most difficult concepts to explain and even something for more difficult to quantify. There are a number of definitions but one of the easiest to understand is from John Bogle, who says that risk is related to how much you can afford to lose without excessive damage to your pocketbook or your psyche.

Risk and Return

One of the most important steps in developing an individual investor's investment strategy and financial plan is to understand the relationship between your objectives, the desired return and your individual tolerance to risk. The challenge for investors is to

- (i) make an accurate and meaningful assessment of your willingness to accept risk based on what it means to you;
- (ii) assess your investment return objective and the level of risk involved in attempting that return; and
- (iii) to have a means to express this assessment compared to the risk/return level of your current portfolio and the various alternatives you may consider and to understand the trade-offs that might be required.

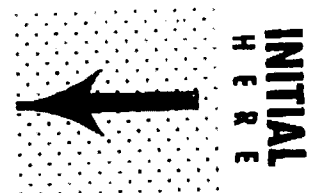
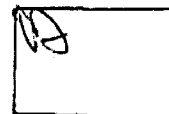
Questionnaire

You will be provided with a very basic investor profile questionnaire for your review and completion. Select the answer that best describes your situation. When you have completed and scored the questionnaire, the total number of points can be used to help determine your individual investment profile and form the basis for further discussion. The investor objectives are summarized on the back page and include a sample portfolio allocation.

Select One

Go

- Subject to Investment Restrictions pursuant to Wyo Stat. 9-4-831 – attached
- Maturity limitations as a percentage of total invested principal:
 - 0-1 year Max 100% Min 25%
 - 1-3 year Max 75% Min 0%
 - 3-5 year Max 50% Min 0%
 - 5-10 year Max 50% Min 0%
 - 10-30 year Max 50% Min 0%



*Indicates Required Field

1. Account Information

Account Number *	Primary Account SSN/EIN *	State *
52714200	836000049	Wyoming

Account Name *

CITY OF CASPER, SHORT-TERM INVESTMENTS

Prepared by *	Date *	Specialist *
christine.stack@fib.com	5/12/2022	Andrea Barber

INVESTMENT MANAGEMENT AGENCY AGREEMENT entered into on:

Entered in Date *	By and Between (Name) *
	City of Casper

With a Mailing Address *

200 N David

City *	State *	Zip *
Casper	WY	82601

(here in referred to as "Principal") and FIRST

INTERSTATE BANK, a banking corporation domiciled in the State of Montana, with mailing address at Wealth Management,

Address *

104 S Wolcott

City *	State *	Zip *
Casper	WY	82601

(here in referred to as "Agent").

2. Ownership Information

To help the government fight the funding of terrorism and money-laundering activities, federal law requires that Agent or its affiliates verify Principal's identity by obtaining its name, date of birth, address and a government-issued identification number before opening the Investment Fund Account. In certain circumstances, Agent or its affiliates may obtain and verify this information with respect to any person authorized to effect transactions in the Investment Fund Account. For certain entities, such as trusts, estates, and corporations, partnership or other organizations, identifying documentation is also required. The Investment Fund Account may be restricted or closed, and this Agreement may be terminated immediately, if Agent or its affiliates cannot verify this information. In addition to the information below, the Principal will provide, certify and update all information necessary or desirable for Agent to identify any ultimate beneficial owner ("UBO") of the Investment Fund or Investment Fund Account, being any person who owns or controls 25% or more of such Principal, as part of the Agent's Customer Due Diligence "CDD"). Agent will provide additional information relating to its CDD to Principal. Any information provided by Principal may be shared with Agent's affiliates and third parties for the purpose of validating Principal's identity, and may be shared for other purposes in accordance with Agent's Privacy Policy. The Investment Fund Account established under this Agreement shall be held and maintained by Agent with all rights, titles, and interests of ownership of the following Principal:

2. Ownership Information (continued)

*Indicates Required Field

(a) Primary Owner Information:

First Name *	MI	Last Name *	SSN *
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Date of Birth *	Citizenship *	Marital Status *	Primary Occupation *
<input type="text"/>	<input type="text"/>	--Select One--	<input type="text"/>

Joint Owner Information:

First Name	MI	Last Name	SSN
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Date of Birth	Citizenship	Marital Status	Primary Occupation
<input type="text"/>	<input type="text"/>	--Select One--	<input type="text"/>

(b) Conservator or Guardianship. Select if the Principal is the Conservator or Guardian for a protected person *

Conservatorship Guardianship

Conservator or Guardian's information:

First Name *	MI	Last Name *
<input type="text"/>	<input type="text"/>	<input type="text"/>

The person protected by the Conservator or Guardian is as follows:

First Name *	MI	Last Name *	SSN *
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

(Obtain Letters by the Conservator or Guardian)

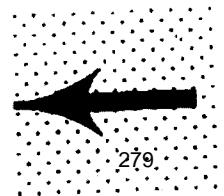
(c) Uniform Transfers to Minors Act (UTMA).

The custodian's information is as follows:

First Name *	MI	Last Name *
<input type="text"/>	<input type="text"/>	<input type="text"/>

The minor's information is as follows:

First Name *	MI	Last Name *	SSN *
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Date of Birth *	State *	Age of Majority under State Law *	
<input type="text"/>	-Select C	<input type="text"/>	<input type="text"/>



2. Ownership Information (continued)

*Indicates Required Field

(d) Trust / Estate.

Name of Trust / Estate *

Tax ID # of Trust / Estate *

[Empty text box for Name of Trust / Estate]

[Empty text box for Tax ID # of Trust / Estate]

Trustee / Personal Representative information:

First Name *

MI

Last Name *

[Empty text box for First Name]

[Empty text box for MI]

[Empty text box for Last Name]

(see attached Letters of Administration, Certification of Trust, or other confirmation of appointment)

(e) Corporation, LLC, LLP, LP or other Entity.

Entity information:

Name of Entity *

Tax ID # of Trust / Estate *

City of Casper

836000049

(see attached resolutions or other confirmation for authorized signors for the entity)

3. Type of Account

Select the type of account below. Agent does not provide legal or tax advice with respect to the type of account. Principal is advised to consult with its legal or tax advisors prior to designating the type of account because such designation can have significant legal or tax implications. If no election is made, the default rules for the type of account contained in Section 4.2(f) of the Terms and Conditions and Disclosure Document of this Agreement will apply.

Select One:

- Individual (Section 2(a) must be complete).
- Joint Tenancy with Right of Survivorship (Section 2(a) and 2(a) must be complete).
- Tenants in Common (Section 2(a) and 2(a) must be complete).
- Tenants by the Entirety (Section 2(a) and 2(a) must be complete and such individuals must be spouses).
- Guardian or Conservator / UTMA / Trust / Estate / Entity (complete information in Section 2 as applicable).

4. Beneficiary Designation

This Section 4: (i) does not apply if the type of Investment Fund Account is held as Tenants in Common or if applicable state law otherwise restricts such account from being registered in beneficiary form (e.g., Community Property that is not with survivorship), and (ii) does not apply unless it is completed in its entirety and the percentages (if chosen) equal exactly 100%. Agent does not provide legal or tax advice with respect to beneficiary designations. Principal is advised to consult with its legal or tax advisors prior to designating beneficiaries because such designation can have significant legal or tax implications.

The Investment Fund will be distributed on death to the beneficiaries identified below by (select one): *

- Percentages (the allocation must equal exactly 100%); or
If any of the named beneficiaries listed predeceases the Principal, the share of such deceased beneficiary shall be distributed as follows:
 - Proportionately among the other surviving beneficiaries listed; or
 - To the estate of such deceased beneficiary.
- Equally to the surviving beneficiaries

4. Beneficiary Designation (continued)

The transfer on death or pay on death beneficiaries and the percentages (if applicable) are as follows:

Beneficiary information:

Full Name*	Beneficiary SSN *	Date of Birth*	Percentage*
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Address*	City*	Zip*	State*
<input type="text"/>	<input type="text"/>	<input type="text"/>	-Select C

Beneficiary information:

Full Name	Beneficiary SSN	Date of Birth	Percentage
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Address	City	Zip	State
<input type="text"/>	<input type="text"/>	<input type="text"/>	-Select C

Beneficiary information:

Full Name	Beneficiary SSN	Date of Birth	Percentage
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Address	City	Zip	State
<input type="text"/>	<input type="text"/>	<input type="text"/>	-Select C

5. Voting and Communication Instructions

(a) Proxy voting Instructions.

Ownership of certain assets in the Investment Fund may also include shareholder rights relating to voting and other similar issues that arise from such ownership ("proxy voting rights"). Except as provided in the Letter of Direction (with regard to FIBK stock), Principal hereby authorizes Agent to exercise full discretion over all proxy voting rights related to the Investment Fund Account.

(b) Shareholder Communications.

Principal is an UBO of the Investment Fund Account under regulations of the United States Securities and Exchange Commission ("SEC"). Unless Principal objects by checking the box below, SEC rules generally require Agent to provide Principal's name, address, and number of shares held to the companies whose securities Agent holds in the Investment Fund Account.

Principal hereby:

- Authorizes Agent to release Principal's name, address, and share position to companies whose securities Agent holds in the Investment Fund Account.
- Objects to Agent's release of Principal's name, address, and share position to companies whose securities Agent holds in the Investment Fund Account.

If the first box above is checked (authorizing Agent to release Principal's name, address, and share position to companies whose securities Agent holds in the Investment Fund Account), then such authorization shall continue until such time as the authority is revoked pursuant to Section 2.7(b) of the Terms and Conditions and Disclosure Document of this Agreement. If no box above is checked, the default provisions in Section 2.7(b) of the Terms and Conditions and Disclosure Document of this Agreement shall apply (that Principal will be deemed to have elected to check the first box above).



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6. Certification of Taxpayer Identification Number ("TIN")

(a) Principal's correct TIN is: 836000049

(For individuals, the TIN is the individuals Social Security Number; for entities, trusts, and estates the TIN is the Employer Identification Number for the entity, trust or estate.)

(b) Principal is not subject to withholding because (i) Principal is exempt from backup withholding, or (ii) Principal has not been notified by the Internal Revenue Service ("IRS") that Principal is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Principal that Principal is no longer subject to backup withholding; and

(Note: if the IRS has notified Principal that backup withholding applies, then Principal must strike out the language in (ii))

(c) Principal is a U.S. Person (including U.S. resident alien).

The IRS does not require Principal's consent to any provision of this Agreement other than the certifications required to be made to avoid backup withholding.

7. Other Applicable Provisions

This Agreement shall include the Terms and Conditions and Disclosure Document attached to this Agreement and any additional addendum or attachment provided to Principal.

**Terms and Conditions and Disclosure Document
of First Interstate Bank
Investment Management Agency Agreement**

The following terms, conditions and disclosures apply to the Agreement:

1. INVESTMENT FUND ASSETS.

Principal has delivered to Agent the assets listed on Schedule A attached to this Agreement, the receipt of which is acknowledged by Agent. From time to time, Principal may deliver other assets to Agent to be managed in accordance with this Agreement, but subject to acceptance of such assets by Agent. The assets listed in Schedule A, other assets delivered to and accepted by Agent, and any assets or property collected, purchased, received or acquired by Agent under this Agreement for the account of Principal shall be the "Investment Fund" and held in the "Investment Fund Account" in the name of the Principal.

2. POWERS AND DUTIES OF AGENT.

2.1 Ownership of the Investment Fund and Responsibility of Agent.

Principal owns all of the property from time to time comprising the Investment Fund. Principal designates Agent as Principal's representative to hold, manage, supervise, invest and administer the Investment Fund pursuant to this Agreement.

2.2 Power and Duties of Agent.

Agent shall maintain custody of the Investment Fund. Principal authorizes and empowers Agent to hold, manage, supervise, invest and administer the Investment Fund on a discretionary basis with full power and authority to buy, exchange, sell, or otherwise effect investment transactions on Principal's behalf. Agent shall perform its duties under this Agreement in accordance with Principal's investment parameters and objectives set forth in the Principal's Risk Profile attached as Schedule B, which shall be completed by Principal upon or prior to execution of this Agreement. For this purpose, Agent is authorized and empowered to deal with the Investment Fund in the same manner and as freely as Principal and with all the powers which Principal could exercise. Without limiting the generality of the powers granted to Agent by this Agreement, and except as otherwise provided in this Agreement, Agent is specifically authorized to:

- (a) Sell, exchange, or otherwise dispose of any assets in the Investment Fund and reinvest the proceeds of such sale, exchange, or disposition in accordance with this Agreement;
- (b) Exercise all conversion privileges, exceptions, and rights to subscribe for additional stock or other securities, or both, with respect to any assets in the Investment Fund;
- (c) Exercise all rights, powers, privileges, options and other powers, including voting rights, incidental to the ownership of any assets in the Investment Fund as may be exercised by any person owning such assets in the person's own right;
- (d) Collect and receive interest, dividends, proceeds from the sale, redemption, or maturity of assets and other forms of income from any assets in the Investment Fund, which shall be credited to Principal's Investment Fund for reinvestment;
- (e) Execute all declarations, affidavits, and certificates of ownership, now or hereafter required, with respect to all coupons, registered interests, dividends, or other income on any assets in the Investment Fund, payments of redemption of any such assets, or otherwise required in exercising rights incidental to the ownership of such assets;
- (f) Prepare, sign and file, either in its name or in the name of the Principal, any proxies, certificates, consents or other statements relating to any assets in the Investment Fund as the Agent deems necessary or reasonable;
- (g) Effect transactions with or through persons, partnerships, or corporations of Agent's choice, including *without limitation any affiliates of Agent or any parties with whom the Agent has a business relationship*; and
- (h) Invest cash funds in appropriate short-term investments of Agent's choice, which may include, without limitation, deposits or accounts of Agent.

2.3 Record Keeping and Notification.

At the end of each calendar quarter (or more frequently, at Agent's option or as otherwise required by 12 C.F.R. § 344.6), Agent shall provide Principal an itemized statement which specifies the assets in the Investment Fund and all debits, credits, and transactions made by Agent since the last itemized statement. For the fee set forth in Agent's schedule of fees, Principal may request a copy of the broker/dealer's confirmation which sets forth the particulars of the transactions effected in the Investment Fund, together with a statement of the source and amount of any remuneration received by Agent for each transaction Agent completes for Principal, and any other information required under 12 C.F.R. § 344.5. Agent may change its fee schedule with at least 30 days advance written notice to Principal. Agent shall provide Principal with copy of the confirmation and statement of Agent's remuneration, if requested, within a reasonable time after Principal's request and payment of the applicable fee.

2.4 Registered Name on Securities.

Registered securities shall be registered either in the name of Principal, in bearer form addressed to Agent's care, in the name of Agent's nominee, or in such form that title will pass by delivery. Principal agrees to hold Agent's nominee harmless from any liability as holder of record, and Agent may at any time in Agent's discretion, without notice to Principal, transfer or cause to be transferred any securities in the Investment Fund Account from the name of Agent's nominee to the name of Principal. At all times during this Agreement, registered securities in the Investment Fund Account shall show as Principal's property.

2.5 Advances by Agent.

Agent shall have no obligation to lend or advance to Principal any sums for the Investment Fund. Agent may, however, in its absolute discretion lend, advance, or pay sums on Principal's behalf. If Agent lends, advances, or pays out sums on Principal's behalf, Principal shall repay Agent the sums lent or advanced with interest at the rate of 10% (or the maximum rate permitted by applicable law, if less) until paid in full. In addition, Agent may collect any income thereafter received by Investment Fund as payment, in whole or part, of the sums lent or advanced, and Agent shall be entitled to a lien upon the Investment Fund until all advances or loans are paid in full.

2.6 Legal Counsel.

In the discharge of its powers and duties under this Agreement, Agent may consult and retain legal counsel acceptable to Principal, whenever Agent deems it expedient and may engage in any action, suit, or proceeding affecting the Investment Fund, or any part thereof, and may pay such counsel reasonable compensation, for which Agent shall be entitled to be reimbursed out of the Investment Fund. Agent shall not be under any obligation to defend or engage in proceedings in respect to the Investment fund unless Agent is fully indemnified to its satisfaction.

2.7 Voting and Communication Instructions.

- (a) **Proxy Voting Instructions.** Except as provided in the Letter of Direction (with regard to FIBK stock), Agent shall exercise all proxy voting rights. If Principal desires to exercise any other proxy voting rights, then Principal shall terminate this Agreement as provided in Section 3.2 (and if the parties enter all appropriate agreements, the Investment Fund Account may be converted to a non-managed custodial account pursuant to Agent's Non-Managed Custodial Agency Agreement).
- (b) **Shareholder Communications.** Principal may change the shareholder communication instructions elected (or deemed elected) in Section 5(b) of the General Provisions of this Agreement, without modifying the remainder of this Agreement, by executing and delivering to Agent a new election in a form acceptable to Agent. If Principal does not make an election in Section 5(b) of the General Provisions of this Agreement, Principal will be deemed to have elected to receive shareholder communications, in which case Agent is required by the SEC to provide, and is authorized to release, Principal's name, address, and share position to companies whose securities Agent holds in the Investment Fund Account or other parties requesting such information. For Principal's protection, federal law prohibits requesting companies from using this information for any purpose other than corporate communications.

3. WITHDRAWAL OF ASSETS FROM THE INVESTMENT FUND AND TERMINATION OF THIS AGREEMENT.

3.1 Withdrawals.

Any and all assets in the Investment Fund may be withdrawn by Principal at any time upon a written order or receipt signed by Principal and delivered to Agent.

3.2 Termination Agreements.

Except as otherwise provided in Section 3.3, this Agreement (i) may be terminated at any time either by Agent or by Principal upon notice to the other party (provided that Agent shall provide at least 30 days advance notice to Principal of its intent to terminate this Agreement for any reason other than as provided in Section 3.3), and (ii) will terminate upon actual knowledge of the death of Principal, but only if Principal opened the Investment Fund Account as an individual account. Within a reasonable time after any termination of this Agreement, all assets in the Investment Fund shall be paid over, delivered, or surrendered to Principal as and in whatever form such assets then exist, and Agent shall be authorized to execute such endorsements, assignments, and conveyances without recourse or warranty on Agent as may be needed or proper to effectuate such delivery of such assets in the Investment Fund. Agent shall be under no obligation to deliver the Investment Fund or any part thereof until Principal shall have provided instruction and direction to Agent, subject to Agent's then applicable authentication or validation practices and policies, and provided that such instruction and direction is adequate for Agent to effectuate the delivery of such assets to Principal or as designated by Principal. Notice of termination of this Agreement shall not affect or preclude the consummation of any transaction previously initiated by Agent on Principal's behalf, nor will it affect fees due for services rendered or any obligations existing under this Agreement prior to termination.

3.3 Termination by Agent.

This Agreement may be terminated by Agent immediately if Principal fails to provide, certify or update all information necessary or desirable to identify any UBO of the Investment Fund or Investment Fund Account, or otherwise fails to provide, certify or update any information necessary or desirable to comply with Agent's CDD with respect to Principal. Such termination shall be on the same general terms as provided in Section 3.2 (and as if 30 days advance written notice had been provided). Furthermore, the Investment Fund Account may be restricted or closed if Agent or its affiliates cannot verify this information. Agent and its affiliates will not be responsible for any losses or damages (including without limitation lost opportunities) resulting from any failure to provide, certify or update this information, or from any restriction placed on, or closing of, the Investment Fund Account.

4. GENERAL TERMS AND CONDITIONS.

4.1 Agent's Liability.

Agent and its officers, agents and employees shall not be liable to Principal for losses arising from (a) Principal's actions, instructions, directions, and decisions; (b) information provided to Agent by Principal; (c) any act or failure to act by any broker/dealer or similar agent employed by Agent to effect a transaction on Principal's behalf or the financial solvency of any such broker or agent, so long as Agent exercises care in selecting the broker/dealer or similar agent in accordance with industry standards; (d) any depreciation in the value of any securities, assets, or other property in the Investment Fund or any loss arising out of any investment due to fluctuations in market conditions and other factors; or (e) any error in judgment or any act or failure to act in the execution and safekeeping of the Investment Fund by Agent and its officers, agents and employees that does not constitute negligence, misconduct, or a violation of applicable law. In performing its duties under this Agreement, Agent may rely upon information it believes to be accurate and reliable. Principal shall reimburse, indemnify, and hold Agent harmless from and against any and all liability, loss, claim, damage, or expense including attorney and paralegal fees resulting from the exercise by Agent of any authority or power granted to it under this Agreement, or from claims of third parties, or from any taxes or other governmental charges, and any expenses related thereto, which may be imposed or assessed in respect to the Investment Fund, or any part thereof. Agent shall have no duty to appear in or defend any suit resulting from the exercise by Agent of any authority or power granted to it by this Agreement unless requested by Principal in writing and indemnified to the satisfaction of Agent.

4.2 Joint, Common or Community Ownership.

Laws governing ownership of property vary from state to state. Principal understands that it is responsible to verify the registration selected is valid in its state. The following provisions generally describe common rights with respect to different types of accounts, but laws vary from state to state. Principal shall consult its own legal or tax advisor to understand the implications of the type of account selected.

- (a) Joint Tenancy with Right of Survivorship. If the Investment Fund Account is held in Joint Tenancy with Right of Survivorship, then (i) Agent may accept directions (including instructions to terminate the Investment Fund Account) from any Principal and may deal with each Principal as the sole owner or payee, and (ii) upon the death of one Principal, the surviving Principal will own the Investment Fund Account which will continue to be subject to this Agreement.
- (b) Tenants by the Entirety. If the Investment Fund Account is held as Tenancy by the Entirety, then (i) each spouse appoints the other as their agent to act as sole Principal, and Agent may accept directions from either such spouse and may deal with either such spouse as the sole owner or payee, unless both spouses have previously delivered to Agent a written direction to the contrary, and (ii) upon the death of one Principal, the surviving Principal will own the Investment Fund Account which will continue to be subject to this Agreement.
- (c) Tenants in Common. If the Investment Fund Account is held as Tenants in Common, then (i) each Tenant in Common appoints the other as their agent to act as sole Principal, and Agent may accept directions from any Tenant in Common and may deal with each Tenant in Common as the sole owner and payee, unless all Tenants in Common have previously delivered to Agent a written direction to the contrary, (ii) each Principal is presumed to own an equal interest in the Investment Fund Account (unless applicable law provides otherwise), and (iii) upon the death of one Principal, the deceased Principal's share of the Investment Fund Account will pass pursuant to such decedent's estate (or beneficiary designation with respect to the Investment Fund Account, if applicable), and the surviving Principal's interest in the balance of the Investment Fund Account will continue to be subject to this Agreement.
- (d) Community Property. If the Investment Fund Account is held as Community Property, then (i) each spouse appoints the other as their agent to act as sole Principal, and Agent may accept directions from either such spouse and may deal with either such spouse as the sole owner or payee, unless both spouses have previously delivered to Agent a written direction to the contrary, and (ii) upon the death of one Principal, the deceased Principal's share of the Investment Fund Account will pass pursuant to such decedent's estate (or beneficiary designation with respect to the Investment Fund Account, if applicable), and the surviving Principal's interest in the balance of the Investment Fund Account will continue to be subject to this Agreement.
- (e) Community Property with Right of Survivorship. If the Investment Fund Account is held as Community Property with Right of Survivorship, then (i) each spouse appoints the other as their agent to act as sole Principal, and Agent may accept directions from either such spouse and may deal with either such spouse as the sole owner or payee, unless both spouses have previously delivered to Agent a written direction to the contrary, and (ii) upon the death of one Principal, the surviving Principal will own the Investment Fund Account which will continue to be subject to this Agreement.
- (f) Default Rules. If Principal neglects to make a type of account election in Section 3 of the General Provisions of this Agreement, then the type of account will be deemed to be (i) Individual, where one individual is listed in Section 2 of the General Provisions of this Agreement, and such individual is not acting in a fiduciary capacity; (ii) Joint Tenancy with Right of Survivorship, where more than one individual is listed in Section 2 of the General Provisions of this Agreement, such individuals are not acting in a fiduciary capacity, and all Principal's are individuals; (iii) Tenants in Common, where more than one Principal is listed in Section 2 of the General Provisions of this Agreement, and one more of the named Principal's is not a natural person or is acting in a fiduciary capacity; and (iv) an account of a Guardian or Conservator / UTMA / Trust / Estate / Entity, as appropriate, in all other cases.

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- (g) Powers of Attorney. Agent may rely on the authority of any power of attorney or attorney-in-fact ("POA") of Principal if such POA is properly presented to and accepted by Agent under applicable law, and under such circumstances, Agent is authorized to follow directions given to Agent by such POA with respect to the Investment Fund Account and any assets of the Investment Fund. If not sooner terminated by Principal, the terms of the POA, or other applicable law, the authority of any POA with respect to the Investment Fund Account and any assets of the Investment Fund will terminate upon the Principal's death.
- (h) Collection Upon Death. Upon the death of the sole or last surviving Principal, Agent will, upon receipt of notice of such death, will freeze the Investment Fund Account and will cease all activity until distribution of the Investment Fund Account to (i) the legal representative of the estate for the sole or last surviving Principal if no beneficiary designations are in existence for the Investment Fund Account at the time of such death, or (ii) the applicable beneficiaries and in their respective shares, if a beneficiary designation is in existence for the Investment Fund Account at the time of such death. Each beneficiary will be required to establish an Investment Fund Account with Agent to receive their proportionate share of the Investment Fund Account.

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4.3 Payment of Income and Other Taxes.

Principal may have economic and taxable gain or loss when assets in the Investment Fund are sold or redeemed. Distributions may be taxable as ordinary income. Agent shall not be liable for the tax consequences to Principal which arise out of Agent's exercise of the authority and powers granted to Agent by this Agreement. Principal shall pay all taxes assessed on or with respect to any assets in the Investment Fund and all taxes due on the income collected for Principal from any investments held by the Investment Fund or from any and all transactions performed by Agent at Principal's request. In addition, Principal shall file any and all tax reports and returns, and shall be responsible for the adequacy and accuracy of any positions taken on any such reports or returns, for the actual filing of such reports or returns, and for the remittance of tax payments to taxing authorities.

4.4 Principal's Representations. Principal makes the following representations:

- (a) Principal has full power, authority, and capacity to enter into this Agreement, and this Agreement constitutes a legal, valid, and binding obligation of Principal.
- (b) If Principal or any person signing on behalf of Principal is acting in an appointed or fiduciary capacity, Principal or such person is duly appointed, qualified and acting in the capacity so identified.
- (c) Principal acknowledges and understands that Agent acts in a similar capacity for other customers and clients and that action taken by Agent for another customer or client may differ in name and timing from that taken by Agent for Principal.

- (d) Principal acknowledges and understands that Agent is relying on the information provided by Principal in Principals Risk Profile in performing its duties under this Agreement, and Principal represents that the information it furnished in Principals Risk Profile is accurate and complete, and that it will promptly notify Agent in writing of any material changes to the information provided in Principals Risk Profile.
- (e) Principal will provide, certify or update all information necessary or desirable for Agent to identify any UBO of the Investment Fund or Investment Fund Account and to comply with Agents CDD with respect to Principal (which may include additional UBO and CDD analysis for tiered entities or similar structures).
- (f) Principal affirmatively states that all information Principal has provided in or with respect to this Agreement is true, accurate, correct and complete. Principal will inform Agent of any changes to that information. Principal acknowledges that in opening the Investment Fund Account for Principal, Agent has relied upon the information that Principal has provided. Principal authorizes Agent to verify all information Principal has provided, including verifying Principal's identity, and that Principal is not on any government-published list of persons, or entities who are prohibited from opening accounts with Agent.

If Principal breaches any of the representations, or if any of the information Principal provided is false, the in addition to any other rights granted to Agent under this Agreement, Agent may liquidate, transfer, refuse to execute any transactions ("freeze" the account) relating to any disputed assets in the Investment Fund, in which case Principal indemnifies Agent for, and holds Agent harmless from, any costs, expenses, losses or liabilities that any party incurs, directly or indirectly as a result of the Principal providing such false information.

4.5 Notice.

Except as provided below, any notice to be given under this Agreement shall be in writing and shall either be served upon a party personally, or served by registered or certified mail, return receipt requested, directed to the party to be served at the addresses set forth in the opening paragraph of this Agreement. A party wishing to change its designated address shall do so by notice in writing to the other party; provided Principal may change its address in any other manner acceptable to Agent. Notice served by mail shall be deemed complete when deposited in the United States mail, postage prepaid. Rejection or other refusal to accept notice or the inability to deliver notice because of changed address of which no notice was given shall be deemed to be receipt of notice. Notice of termination of this Agreement may be delivered by Principal to Agent by email or similar electronic communication ("electronic notice"); provided, however, that (i) no such electronic notice shall be deemed complete until Agent acknowledges receipt by reply or similar response to Principal (which shall exclude any read receipt); and (ii) Agent may require additional authentication or validation from Principal of such electronic notice in accordance with Agents then applicable practices and policies, and no such electronic notice shall be deemed complete until Agent obtains such authentication or validation

4.6 Binding Effect

This Agreement shall be binding upon and shall inure to the benefit of the beneficiaries, heirs, distributees, executors, administrators, legal representatives, successors, and assigns of Principal and Agent.

4.7 Assignment.

The Investment Fund, Investment Fund Account and the rights of Principal under this Agreement shall not be transferred or assigned without the prior written consent of the Agent, which will not be unreasonably withheld.

4.8 Entire Agreement.

This Agreement, including the attachments, exhibits or schedules, and the Contract For Professional Services entered into with the City of Casper, contains the entire agreement and understanding of the parties, and supersedes any and all prior negotiations and understandings.

4.9 Amendment of Agreement.

This Agreement shall not be modified, amended or changed in any respect except by written documents signed by all parties (except for changes to Agent's fee schedules as provided in this Agreement, and changes to Principal's elections regarding proxy voting rights and shareholder communications).

4.10 Interpretation.

If any portion of this Agreement shall be held to be void or unenforceable, the balance thereof shall nonetheless be effective. This Agreement has been made and entered into in the State of Wyoming and shall be governed by the laws of the State of Wyoming.

4.11 Headings.

The headings used herein are for convenience only, and shall not be construed as a part of this Agreement or as a limitation on the scope of the particular paragraphs to which they refer.


5. ACCOUNT RISK.

Principal hereby acknowledges and understands that the securities in Principal's Investment Fund are not deposits or accounts of Agent, they are not guaranteed by Agent, and they are not federally insured by the Federal Deposit Insurance Corporation (FDIC) or any other agency or the United States government. Furthermore, Principal understands that investing in securities involves investment, including the possible loss of principal, and that the value of any security may fluctuate.

By signing this Agreement, Principal acknowledges that Principal has received a copy of this Agreement and that Principal has read, understands and agrees to be bound by this Agreement. Principal further acknowledges that Principal has read and understands the arbitration clause in Section 4.8 of this Agreement and agrees to resolve any disputes arising with regard to Principal's Investment Fund or Investment Fund Account by arbitration. Principal certifies that all of the foregoing client information is accurate.

Principal Signature	Printed or Typed Name	Title
---------------------	-----------------------	-------

Principal Signature	Printed or Typed Name	Title
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 Authorized FIB Officer Signature	Date
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Schedule A
Listing of Assets

All Assets Currently held in Custody with First Interstate Wealth Management

Schedule B Principal's Risk Profile

Understanding your risk and return profile is an important first step in the investment planning process.

Definition

Risk is one of the most difficult concepts to explain and even something for more difficult to quantify. There are a number of definitions but one of the easiest to understand is from John Bogle, who says that risk is related to how much you can afford to lose without excessive damage to your pocketbook or your psyche.

Risk and Return

One of the most important steps in developing an individual investor's investment strategy and financial plan is to understand the relationship between your objectives, the desired return and your individual tolerance to risk. The challenge for investors is to

- (i) make an accurate and meaningful assessment of your willingness to accept risk based on what it means to you;
- (ii) assess your investment return objective and the level of risk involved in attempting that return; and
- (iii) to have a means to express this assessment compared to the risk/return level of your current portfolio and the various alternatives you may consider and to understand the trade-offs that might be required.

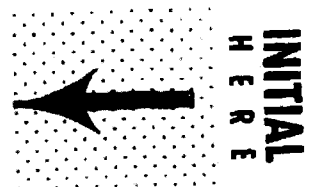
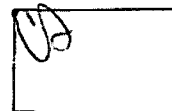
Questionnaire

You will be provided with a very basic investor profile questionnaire for your review and completion. Select the answer that best describes your situation. When you have completed and scored the questionnaire, the total number of points can be used to help determine your individual investment profile and form the basis for further discussion. The investor objectives are summarized on the back page and include a sample portfolio allocation.

Select One

Go

- Subject to Investment Restrictions pursuant to Wyo Stat. 9-4-831 – attached
- Maturity limitations as a percentage of total invested principal:
 - 0-1 year Max 100% Min 25%
 - 1-3 year Max 75% Min 0%
 - 3-5 year Max 50% Min 0%
 - 5-10 year Max 50% Min 0%
 - 10-30 year Max 50% Min 0%





Wyo. Stat. § 9-4-831

Copy Citation

Current through 2021 General Session of the Wyoming Legislature. Subject to revisions by LSO.

Wyoming Statutes Annotated Title 9 Administration of the Government (Chs. 1 – 24) Chapter 4 Public Funds (Arts. 1 – 13) Article 8. Deposits and Depositories (§§ 9-4-801 – 9-4-834)

§ 9-4-831. Investment of public funds.

- (a) The state treasurer, or treasurer of any political subdivision, municipality or special district of this state, and the various boards of trustees and boards of directors of county hospitals, airports, fairs and other duly constituted county boards and commissions, may invest in:
- (i) United States treasury bills, notes or bonds, including stripped principal or interest obligations of such issuances, or any other obligation or security issued by the United States treasury or any other obligation guaranteed as to principal and interest by the United States;
 - (ii) Bonds, notes, debentures, or any other obligations or securities issued by or guaranteed by any federal government agency or instrumentality, including but not limited to the following to the extent that they remain federal government agencies or instrumentalities, federal national mortgage association, federal home loan bank, federal farm credit bank, federal home loan mortgage corporation and government national mortgage association. All federal agency securities shall be direct issuances of federal agencies or instrumentalities;
 - (iii) Repurchase agreements involving securities which are authorized investments under paragraphs (i) and (ii) of this subsection. The securities may be held in a custodial arrangement with a member bank of the federal reserve system or in a segregated account at a federal reserve system bank. The repurchase agreement must provide for daily valuation and have a minimum excess market price reserve of one hundred two percent (102%) of the investment;
 - (iv) In accordance with W.S. 9-4-803 with respect to the state and W.S. 9-4-817 with respect to local governments, deposits in financial institutions located within the state of Wyoming which offer federal deposit insurance corporation insurance on deposits in the institutions;
 - (v) Mortgage backed securities that are obligations of or guaranteed or insured issues of the United States, its agencies, instrumentalities or organizations created by an act of congress excluding those defined as high risk. High risk mortgage backed securities are defined as any security which meets either of the following criteria:
 - (A) Is rated V-6 or higher by Fitch Investors Service or at an equivalent rating by another nationally recognized rating service; or
 - (B) Is defined as a high risk mortgage security under Section III of the Supervisory Policy Concerning Selection of Securities Dealers and Unsuitable Investment Practices, as amended

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Wyo. Stat. § 9-4-831



- (vi)** in bankers acceptances of United States banks eligible for purchase by the federal reserve system;
- (vii)** In a guaranteed investment contract if issued and guaranteed by a United States commercial bank or a United States insurance company. The credit quality of the issuer and guarantor shall be the highest category of either A. M. Best, Moody's or Standard and Poor's rating service. The contract shall provide the governmental entity a nonpenalized right of withdrawal of the investment if the credit quality of the investment is downgraded;
- (viii)** A commingled fund of eligible securities listed in this section if the securities are held through a trust department of a bank authorized to do business in this state or through a trust company authorized to do business in this state with total capital of at least ten million dollars (\$10,000,000.00) or which has an unconditional guarantee with respect to those securities from an entity with total capital of at least one hundred million dollars (\$100,000,000.00);
- (ix)** Interest bearing deposits of a savings and loan association or a federal savings bank authorized to do business in this state to the extent that they are fully insured by the federal deposit insurance corporation, or:
 - (A)** Secured by a pledge of assets and the federal savings bank or savings and loan association is otherwise authorized as a depository as prescribed by law; or
 - (B)** The federal savings bank or savings and loan association is otherwise authorized as a depository as prescribed by law and:
 - (I)** In lieu of a pledge of assets securing an interest bearing deposit, a selected savings and loan association or federal savings bank shall arrange for the deposit of the public funds in interest bearing deposits in one (1) or more banks or savings and loan associations or federal savings banks wherever located in the United States, for the account of the public funds depositor;
 - (II)** At the same time the public funds are deposited pursuant to this subparagraph, the selected savings and loan association or federal savings bank shall receive an amount of deposits from customers of other financial institutions equal to the amount of the public funds initially placed by the public funds depositor;
 - (III)** Each interest bearing deposit shall be insured by the federal deposit insurance corporation; and
 - (IV)** The selected savings and loan association or federal savings bank shall act as custodian for the public funds depositor with respect to the interest bearing deposits placed in the public funds depositor's account.
- (x)** Interest bearing deposits of a bank authorized to do business in this state to the extent that they are fully insured by the federal deposit insurance corporation or:
 - (A)** Secured by a pledge of assets and the bank is otherwise authorized as a depository as prescribed by law; or
 - (B)** The bank is otherwise authorized as a depository as prescribed by law and:
 - (I)** In lieu of a pledge of assets securing an interest bearing deposit, a selected bank shall arrange for the deposit of the public funds in interest bearing deposits in one (1) or more banks or savings and loan associations or federal savings banks wherever located in the United States, for the account of the public funds depositor;
 - (II)** At the same time the public funds are deposited pursuant to this subparagraph, the selected bank shall receive an amount of deposits from customers of other financial

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- (111)** Each interest bearing deposit shall be insured by the federal deposit insurance corporation; and
- (IV)** The selected bank shall act as custodian for the public funds depositor with respect to the interest bearing deposits placed in the public funds depositor's account.
- (xi)** As authorized by W.S. 37-5-605, bonds of the Wyoming energy authority;
- (xii)** Shares of a money market fund as specified in subsection (g) of this section;
- (xiii) through (xviii)** Repealed by Laws 1996, ch. 112, § 3.
- (xix)** Amended and renumbered as (ix) by Laws 1996, ch. 112, § 2.
- (xx)** Amended and renumbered as (x) by Laws 1996, ch. 112, § 2.
- (xxi)** Amended and renumbered as (xi) by Laws 1996, ch. 112, § 2.
- (xxii) through (xxv)** Repealed by Laws 1996, ch. 112, § 3.
- (xxvi)** Commercial paper of corporations organized and existing under the laws of any state of the United States, provided that at the time of purchase, the commercial paper shall:
- (A)** Have a maturity of not more than two hundred seventy (270) days; and
- (B)** Be rated by Moody's as P-1 or by Standard & Poor's as A-1+ or equivalent ratings indicating that the commercial paper issued by a corporation is of the highest quality rating.
- (xxvii)** Investments as provided in W.S. 9-4-715(a), (d) and (e). Upon request by any county, municipality, school district, joint powers board or any other local governmental entity the state treasurer may provide an investment fund for local government entities under the same terms and conditions as provided in W.S. 9-1-416. The fund shall:
- (A)** Be a second local investment pool with more long-term redemption options than the local investment pool established under W.S. 9-1-416 and with additional penalties for early withdrawal of funds as provided by rule and regulation adopted by the state treasurer;
- (B)** Be subject to rules and regulations adopted by the state treasurer as provided in W.S. 9-1-416;
- (C)** Be invested in a manner to obtain the highest return possible consistent with the preservation of the corpus; and
- (D)** Except as otherwise provided in this paragraph, be managed in accordance with W.S. 9-1-416.
- (b)** No investment of public funds under this section shall be made by any of the officials above designated, until the affected fiscal board of the state of Wyoming, the board of county commissioners, the municipal council or the school district board of trustees as the case may be, has first authorized the same.
- (c)** Repealed by Laws 1996, ch. 112, § 3.
- (d)** Repealed by Laws 1997, ch. 63, § 2.
- (e) and (f)** Repealed by Laws 1996, ch. 112, § 3.
- (g)** Investments in shares of a diversified money market fund are authorized except that no entity of Wyoming government shall at any time own more than ten percent (10%) of the fund's net assets or shares outstanding. Investments under this subsection are limited to a diversified money market fund which seeks to maintain a stable share value of one dollar (\$1.00), is registered under the Securities Act of 1933 and Investment Company Act of 1940, as amended, and has qualified under state registration requirements, if any, to sell shares in the state and which:
- (i)** Invests its assets:
- (A)** Solely in securities or instruments that have a remaining maturity of three hundred ninety-seven (397) days or less at the time of purchase of shares;

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Wyo. Stat. § 9-4-831



agreements collateralized by such instruments at not less than the repurchase price including accrued interest;

(C) So that an average dollar weighted maturity of ninety (90) days or less is maintained at all times; and

(D) Under limitations such that the fund may borrow funds for temporary purposes only by entering into repurchase agreements and only to the extent permitted by federal law.

(ii) Does not impose a sales charge;

(iii) Maintains the highest quality rating from at least one (1) of the nationally recognized rating organizations, such as Standard & Poor's Corporation or Moody's Investor Services;

(iv) Has an operating history of not less than five (5) consecutive years;

(v) Requires submission of sixty (60) days advance notice of any investment policy change, in the case where such policy changes may be approved without approval of the fund's shareholders or requires approval by shareholders entitled to vote a majority, as the term is defined under the Investment Company Act of 1940, as amended, of the fund's shares;

(vi) Is purchased from a person licensed to sell securities in Wyoming through or for an account with an entity which, at the time the investment is made by the state or local government:

(A) Has been continuously engaged in the business of selling securities in Wyoming for the preceding two (2) years or a financial institution authorized to do business in Wyoming and qualified by law to act as a depository of public funds in this state; and

(B) Currently, and during the preceding two (2) years, continuously had at least one (1) established place of business in this state. As used in this subparagraph, "established place of business" means a place in this state which is actually occupied either continuously or at regular periods by employees or agents of the entity who are licensed to sell securities in this state and where a large share of the entity's business in this state is actually conducted.

(h) Every political subdivision shall have on file a "Statement of Investment Policy." Except for investments by special hospital district boards pursuant to W.S. 35-2-403(d) or county memorial hospitals pursuant to W.S. 18-8-104(d), this policy shall be at least as restrictive with respect to the types of investments authorized as those listed under subsection (a) of this section. The policy shall require that before any person effects any investment transaction on behalf of a political subdivision or offers any investment advice to the governing body of a political subdivision, that person shall sign a statement indicating that he has read the policy and agrees to abide by applicable state law with respect to advice he gives and the transactions he undertakes on behalf of the political subdivision. As used in this subsection, "person" does not include any officer, employee or member of the governing board of the political subdivision for which the investment is made or to which advice is given. As used in this subsection and subsection (j), "political subdivision" means the local government entities listed in the introductory paragraph of subsection (a) of this section. As used in this subsection, "investment" for the purpose of "investment transactions" and "investment advice" does not include deposits in financial institutions as authorized by law. As used in this subsection and paragraph (a)(iv) of this section, "financial institution" means as defined in W.S. 13-1-101(a)(ix).

(j) To enhance the background and working knowledge of political subdivision treasurers in governmental accounting, portfolio reporting and compliance, and investments and cash management, the state auditor and the state treasurer shall conduct voluntary education programs for persons elected or appointed for the first time to any office or as an employee



continuing education programs for persons continuing to hold those offices and positions or employment. The state treasurer and state auditor may contract with other persons with special knowledge in this area to provide the training and may also charge a fee for attendance sufficient to defray the cost of the educational program. Nothing in this subsection shall be construed as preventing the state auditor and state treasurer from allowing the general public to attend these education programs upon payment of the appropriate fee.

(k) In connection with, or incidental to, the issuance or carrying of bonds, but only for the purpose of reducing the amount or duration of payment, interest rate, spread or similar risk, or to result in a lower cost of borrowing, and not for purposes of investment, the state treasurer or treasurer of any political subdivision, municipality or special district of this state and the various boards of trustees and boards of directors of county hospitals, airports, fairs and other duly constituted county boards and commissions may enter into contracts which are determined to be necessary or appropriate to hedge risk or to place the obligation of the bonds, in whole or in part, on the interest rate, cash flow or other basis desired, including, but not limited to, contracts commonly known as interest rate swap agreements, interest rate caps or floors, forward payment conversion agreements, futures or hedge contracts.

(m) Any local governmental entity, including the treasurer of any political subdivision, municipality or special district of this state, the various boards of trustees and boards of directors of county hospitals, airports, fairs and other duly constituted county boards and commissions, or their designee, that invests public funds under subsection (a) of this section shall:

(i) Exercise the judgment and care of a prudent investor as specified by the Wyoming Uniform Prudent Investor Act, W.S. 4-10-901 through 4-10-913;

(ii) If the local governmental entity contracts with another person to aid in the investment of public funds, require that the person:

(A) Submit to the jurisdiction of the courts of this state; and

(B) Act as a fiduciary with respect to the investment of public funds by acting solely in the interest of the public and by acting with the care, skill and caution which a prudent person in a like capacity and familiar with those matters would use in the conduct of an activity of like character and purpose. The contracted person shall incur only costs that are appropriate and reasonable and shall act in accordance with a good faith interpretation of the law governing the investment of public funds.

History

Laws 1935, ch. 99, §§ 2 to 4; 1937, ch. 8, §§ 2, 3; ch. 91, § 1; 1941, ch. 12, § 1; C.S. 1945, §§ 35-1102 to 35-1104; W.S. 1957, §§ 13-102 to 13-104; Laws 1959, ch. 25, § 1; 1963, ch. 109, § 1; 1967, ch. 130, § 1; 1971, ch. 269, § 1; 1977, ch. 67, § 2; ch. 150, § 1; W.S. 1977, §§ 9-7-1135 to 9-7-1137; Laws 1982, ch. 62, § 3; 1988, ch. 75, § 2; 1989, ch. 151, § 1; 1993, ch. 15, § 1; ch. 115, § 1; 1994, ch. 45, § 1; 1995, ch. 173, § 1; 1996, ch. 112, §§ 2, 3; 1997, ch. 63, § 2; 1999, ch. 5, § 1; 2004, ch. 84, § 2; 2005, ch. 109, § 1; ch. 172, § 1; 2006, ch. 15, § 1; ch. 38, § 1; 2013, ch. 68, § 1; 2016, ch. 12, § 1; 2017, ch. 33, § 1; 2019, ch. 34, § 3.



▼ Annotations

Notes

The 2004 amendment, effective July 1, 2004, in (a)(xi), inserted "and 37-5-406" and "and the Wyoming infrastructure authority."

The 2005 amendments. —

The first 2005 amendment, by ch. 109, § 1, added (k).

Laws 2005, ch. 109, § 2, makes the act effective immediately upon completion of all acts necessary for a bill to become law as provided by art. 4, § 8, Wyo. Const. Approved February 24, 2005.

The second 2005 amendment, by ch. 172, § 1, inserted the exception at the beginning of the second sentence in (h).

Laws 2005, ch. 172, § 2, makes the act effective immediately upon completion of all acts necessary for a bill to become law as provided by art. 4, § 8, Wyo. Const. Approved March 2, 2005.

While neither amendment gave effect to the other, both have been given effect in this section as set out above.

The 2006 amendments. —

The first 2006 amendment, by ch. 15, § 1, substituted "Wyoming pipeline authority" for "Wyoming natural gas pipeline authority" in (a)(xi).

Laws 2006, ch. 15, § 2, makes the act effective immediately upon completion of all acts necessary for a bill to become law as provided by art. 4, § 8, Wyo. Const. Approved March 9, 2006.

The second 2006 amendment, by ch. 38, § 1, in (a), added "which offer federal deposit insurance corporation insurance on deposits in the institutions" in (iv); in (ix), added (A) and (B); inserted "the federal savings bank or savings and loan association is" in (A); in (x), added the (A) designation, added (B), and added the (A) designation, added (B) and inserted "the bank is" in (A); and made related and stylistic changes throughout.

Laws 2006, ch. 38, § 2, makes the act effective immediately upon completion of all acts necessary for a bill to become law as provided by art. 4, § 8, Wyo. Const. Approved March 10, 2006.

While neither amendment gave effect to the other, both have been given effect in this section as set out above.

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securing; in (a)(ix)(B)(I) substituted an interest bearing for a certificate or, deleted "simultaneously" following "federal savings bank," and substituted "interest bearing deposits" for "certificate of deposit" following "public funds in;" in (a)(ix)(B)(II) substituted "pursuant to this subparagraph" for "and the certificate of deposit are issued for the benefit of the public funds depositor" following "funds are deposited," and substituted "financial institutions" for "banks or savings and loan associations or federal savings banks" following "customers of other;" in (a)(ix)(B)(III) substituted "interest bearing" for "certificate of;" in the introductory paragraph in (a)(x) substituted "Interest bearing deposits" for "Certificates of deposit;" in (a)(x)(B)(I) substituted "an interest bearing deposit" for "a certificate of deposit" following "assets securing," deleted "simultaneously" following "selected bank," and substituted "interest bearing" for "certificate of deposit" following "public funds in;" in (a)(x)(B)(II) substituted "pursuant to this subparagraph" with and the certificates of deposit are issued for the benefit of the public funds depositor" following "funds are deposited," and substituted "financial institutions" for "banks or savings and loan associations or federal savings banks" following "customers of other;" in (a)(x)(B)(III) substituted "interest bearing" for "certificate of;" and in (a)(x)(B)(IV) substituted "interest bearing deposits placed in" for "certificates of deposit issued for" following "respect to the."

The 2016 amendment, effective July 1, 2016, added (a)(xxvii).

The 2017 amendment, effective July 1, 2017, added (m).

Editor's notes. —

There is no subsection (i) in this section as it appears in the printed acts.

Research References & Practice Aids

Cross references.

 —

As to investment of public funds generally, see art. 7 of this chapter.

Hierarchy Notes:

Wyo. Stat. Title 9

Wyo. Stat. Title 9, Ch. 4

Wyo. Stat. Title 9, Ch. 4, Art. 8

Wyoming Statutes Annotated

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1. Account Information

*Indicates Required Field

Account Number *	Primary Account SSN/EIN *	State *
52714400	836000049	Wyoming
Account Name *		
CITY OF CASPER, VARIOUS-TERM INVESTMENTS		
Prepared by *	Date *	Specialist *
christine.stack@fib.com	5/12/2022	Andrea Barber

INVESTMENT MANAGEMENT AGENCY AGREEMENT entered into on:

Entered in Date *	By and Between (Name) *
	City of Casper

With a Mailing Address *

200 N David

City *	State *	Zip *
Casper	WY	82601

(here in referred to as "Principal") and FIRST

INTERSTATE BANK, a banking corporation domiciled in the State of Montana, with mailing address at Wealth Management,

Address *

104 S Wolcott

City *	State *	Zip *
Casper	WY	82601

(here in referred to as "Agent").

2. Ownership Information

To help the government fight the funding of terrorism and money-laundering activities, federal law requires that Agent or its affiliates verify Principal's identity by obtaining its name, date of birth, address and a government-issued identification number before opening the Investment Fund Account. In certain circumstances, Agent or its affiliates may obtain and verify this information with respect to any person authorized to effect transactions in the Investment Fund Account. For certain entities, such as trusts, estates, and corporations, partnership or other organizations, identifying documentation is also required. The Investment Fund Account may be restricted or closed, and this Agreement may be terminated immediately, if Agent or its affiliates cannot verify this information. In addition to the information below, the Principal will provide, certify and update all information necessary or desirable for Agent to identify any ultimate beneficial owner ("UBO") of the Investment Fund or Investment Fund Account, being any person who owns or controls 25% or more of such Principal, as part of the Agent's Customer Due Diligence "CDD"). Agent will provide additional information relating to its CDD to Principal. Any information provided by Principal may be shared with Agent's affiliates and third parties for the purpose of validating Principal's identity, and may be shared for other purposes in accordance with Agent's Privacy Policy. The Investment Fund Account established under this Agreement shall be held and maintained by Agent with all rights, titles, and interests of ownership of the following Principal:

2. Ownership Information (continued)

* Indicates Required Field

(a) Primary Owner Information:

First Name *	MI	Last Name *	SSN *
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Date of Birth *	Citizenship *	Marital Status *	Primary Occupation *
<input type="text"/>	<input type="text"/>	--Select One--	<input type="text"/>

Joint Owner Information:

First Name	MI	Last Name	SSN
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Date of Birth	Citizenship	Marital Status	Primary Occupation
<input type="text"/>	<input type="text"/>	--Select One--	<input type="text"/>

(b) Conservator or Guardianship. Select if the Principal is the Conservator or Guardian for a protected person *

Conservatorship Guardianship

Conservator or Guardian's information:

First Name *	MI	Last Name *
<input type="text"/>	<input type="text"/>	<input type="text"/>

The person protected by the Conservator or Guardian is as follows:

First Name *	MI	Last Name *	SSN *
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

(Obtain Letters by the Conservator or Guardian)

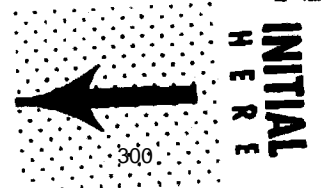
(c) Uniform Transfers to Minors Act (UTMA).

The custodian's information is as follows:

First Name *	MI	Last Name *
<input type="text"/>	<input type="text"/>	<input type="text"/>

The minor's information is as follows:

First Name *	MI	Last Name *	SSN *
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Date of Birth *	State *	Age of Majority under State Law *	
<input type="text"/>	-Select C	<input type="text"/>	<input type="text"/>



2. Ownership Information (continued)

*Indicates Required Field

(d) Trust / Estate.

Name of Trust / Estate *

Tax ID # of Trust / Estate *

[Empty text box for Name of Trust / Estate]

[Empty text box for Tax ID # of Trust / Estate]

Trustee / Personal Representative information:

First Name *

MI

Last Name *

[Empty text box for First Name]

[Empty text box for MI]

[Empty text box for Last Name]

(see attached Letters of Administration, Certification of Trust, or other confirmation of appointment)

(e) Corporation, LLC, LLP, LP or other Entity:

Entity information:

Name of Entity *

Tax ID # of Trust / Estate *

City of Casper

836000049

(see attached resolutions or other confirmation for authorized signors for the entity)

3. Type of Account

Select the type of account below. Agent does not provide legal or tax advice with respect to the type of account. Principal is advised to consult with its legal or tax advisors prior to designating the type of account because such designation can have significant legal or tax implications. If no election is made, the default rules for the type of account contained in Section 4.2(f) of the Terms and Conditions and Disclosure Document of this Agreement will apply.

Select One:

- Individual (Section 2(a) must be complete)
- Joint Tenancy with Right of Survivorship (Section 2(a) and 2(a) must be complete).
- Tenants in Common (Section 2(a) and 2(a) must be complete).
- Tenants by the Entirety (Section 2(a) and 2(a) must be complete and such individuals must be spouses).
- Guardian or Conservator / UTMA / Trust / Estate / Entity (complete information in Section 2 as applicable).

4. Beneficiary Designation

This Section 4: (i) does not apply if the type of Investment Fund Account is held as Tenants in Common or if applicable state law otherwise restricts such account from being registered in beneficiary form (e.g., Community Property that is not with survivorship), and (ii) does not apply unless it is completed in its entirety and the percentages (if chosen) equal exactly 100%. Agent does not provide legal or tax advice with respect to beneficiary designations. Principal is advised to consult with its legal or tax advisors prior to designating beneficiaries because such designation can have significant legal or tax implications.

The Investment Fund will be distributed on death to the beneficiaries identified below by (select one): *

- Percentages (the allocation must equal exactly 100%); or
If any of the named beneficiaries listed predeceases the Principal, the share of such deceased beneficiary shall be distributed as follows:
 - Proportionately among the other surviving beneficiaries listed; or
 - To the estate of such deceased beneficiary.
- Equally to the surviving beneficiaries

4. Beneficiary Designation (continued)

The transfer on death or pay on death beneficiaries and the percentages (if applicable) are as follows:

Beneficiary information:

Full Name *	Beneficiary SSN *	Date of Birth *	Percentage *
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Address *	City *	Zip *	State *
<input type="text"/>	<input type="text"/>	<input type="text"/>	-Select C

Beneficiary information:

Full Name	Beneficiary SSN	Date of Birth	Percentage
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Address	City	Zip	State
<input type="text"/>	<input type="text"/>	<input type="text"/>	-Select C

Beneficiary information:

Full Name	Beneficiary SSN	Date of Birth	Percentage
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Address	City	Zip	State
<input type="text"/>	<input type="text"/>	<input type="text"/>	-Select C

5. Voting and Communication Instructions

(a) Proxy voting Instructions.

Ownership of certain assets in the Investment Fund may also include shareholder rights relating to voting and other similar issues that arise from such ownership ("proxy voting rights"). Except as provided in the Letter of Direction (with regard to FIBK stock), Principal hereby authorizes Agent to exercise full discretion over all proxy voting rights related to the Investment Fund Account.

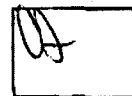
(b) Shareholder Communications.

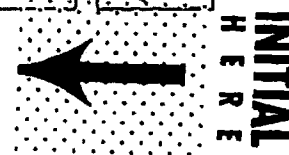
Principal is an UBO of the Investment Fund Account under regulations of the United States Securities and Exchange Commission ("SEC"). Unless Principal objects by checking the box below, SEC rules generally require Agent to provide Principal's name, address, and number of shares held to the companies whose securities Agent holds in the Investment Fund Account.

Principal hereby:

- Authorizes Agent to release Principal's name, address, and share position to companies whose securities Agent holds in the Investment Fund Account.
- Objects to Agent's release of Principal's name, address, and share position to companies whose securities Agent holds in the Investment Fund Account.

If the first box above is checked (authorizing Agent to release Principal's name, address, and share position to companies whose securities Agent holds in the Investment Fund Account), then such authorization shall continue until such time as the authority is revoked pursuant to Section 2.7(b) of the Terms and Conditions and Disclosure Document of this Agreement. If no box above is checked, the default provisions in Section 2.7(b) of the Terms and Conditions and Disclosure Document of this Agreement shall apply (that Principal will be deemed to have elected to check the first box above).



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6. Certification of Taxpayer Identification Number ("TIN")

(a) Principal's correct TIN is: 836000049

(For individuals, the TIN is the individuals Social Security Number; for entities, trusts, and estates the TIN is the Employer Identification Number for the entity, trust or estate.)

(b) Principal is not subject to withholding because (i) Principal is exempt from backup withholding, or (ii) Principal has not been notified by the Internal Revenue Service ("IRS") that Principal is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Principal that Principal is no longer subject to backup withholding; and

(Note: if the IRS has notified Principal that backup withholding applies, then Principal must strike out the language in (ii))

(c) Principal is a U.S. Person (including U.S. resident alien).

The IRS does not require Principal's consent to any provision of this Agreement other than the certifications required to be made to avoid backup withholding.

7. Other Applicable Provisions

This Agreement shall include the Terms and Conditions and Disclosure Document attached to this Agreement and any additional addendum or attachment provided to Principal.

**Terms and Conditions and Disclosure Document
of First Interstate Bank
Investment Management Agency Agreement**

The following terms, conditions and disclosures apply to the Agreement:

1. INVESTMENT FUND ASSETS.

Principal has delivered to Agent the assets listed on Schedule A attached to this Agreement, the receipt of which is acknowledged by Agent. From time to time, Principal may deliver other assets to Agent to be managed in accordance with this Agreement, but subject to acceptance of such assets by Agent. The assets listed in Schedule A, other assets delivered to and accepted by Agent, and any assets or property collected, purchased, received or acquired by Agent under this Agreement for the account of Principal shall be the "Investment Fund" and held in the "Investment Fund Account" in the name of the Principal.

2. POWERS AND DUTIES OF AGENT.

2.1 Ownership of the Investment Fund and Responsibility of Agent.

Principal owns all of the property from time to time comprising the Investment Fund. Principal designates Agent as Principal's representative to hold, manage, supervise, invest and administer the Investment Fund pursuant to this Agreement.

2.2 Power and Duties of Agent.

Agent shall maintain custody of the Investment Fund. Principal authorizes and empowers Agent to hold, manage, supervise, invest and administer the Investment Fund on a discretionary basis with full power and authority to buy, exchange, sell, or otherwise effect investment transactions on Principal's behalf. Agent shall perform its duties under this Agreement in accordance with Principal's investment parameters and objectives set forth in the Principal's Risk Profile attached as Schedule B, which shall be completed by Principal upon or prior to execution of this Agreement. For this purpose, Agent is authorized and empowered to deal with the Investment Fund in the same manner and as freely as Principal and with all the powers which Principal could exercise. Without limiting the generality of the powers granted to Agent by this Agreement, and except as otherwise provided in this Agreement, Agent is specifically authorized to:

- (a) Sell, exchange, or otherwise dispose of any assets in the Investment Fund and reinvest the proceeds of such sale, exchange, or disposition in accordance with this Agreement;
- (b) Exercise all conversion privileges, exceptions, and rights to subscribe for additional stock or other securities, or both, with respect to any assets in the Investment Fund;
- (c) Exercise all rights, powers, privileges, options and other powers, including voting rights, incidental to the ownership of any assets in the Investment Fund as may be exercised by any person owning such assets in the person's own right;
- (d) Collect and receive interest, dividends, proceeds from the sale, redemption, or maturity of assets and other forms of income from any assets in the Investment Fund, which shall be credited to Principal's Investment Fund for reinvestment;
- (e) Execute all declarations, affidavits, and certificates of ownership, now or hereafter required, with respect to all coupons, registered interests, dividends, or other income on any assets in the Investment Fund, payments of redemption of any such assets, or otherwise required in exercising rights incidental to the ownership of such assets;
- (f) Prepare, sign and file, either in its name or in the name of the Principal, any proxies, certificates, consents or other statements relating to any assets in the Investment Fund as the Agent deems necessary or reasonable;
- (g) Effect transactions with or through persons, partnerships, or corporations of Agent's choice, including without limitation any affiliates of Agent or any parties with whom the Agent has a business relationship; and
- (h) Invest cash funds in appropriate short-term investments of Agent's choice, which may include, without limitation, deposits or accounts of Agent.

2.3 Record Keeping and Notification.

At the end of each calendar quarter (or more frequently, at Agent's option or as otherwise required by 12 C.F.R. § 344.6), Agent shall provide Principal an itemized statement which specifies the assets in the Investment Fund and all debits, credits, and transactions made by Agent since the last itemized statement. For the fee set forth in Agent's schedule of fees, Principal may request a copy of the broker/dealer's confirmation which sets forth the particulars of the transactions effected in the Investment Fund, together with a statement of the source and amount of any remuneration received by Agent for each transaction Agent completes for Principal, and any other information required under 12 C.F.R. § 344.5. Agent may change its fee schedule with at least 30 days advance written notice to Principal. Agent shall provide Principal with copy of the confirmation and statement of Agent's remuneration, if requested, within a reasonable time after Principal's request and payment of the applicable fee.

2.4 Registered Name on Securities.

Registered securities shall be registered either in the name of Principal, in bearer form addressed to Agent's care, in the name of Agent's nominee, or in such form that title will pass by delivery. Principal agrees to hold Agent's nominee harmless from any liability as holder of record, and Agent may at any time in Agent's discretion, without notice to Principal, transfer or cause to be transferred any securities in the Investment Fund Account from the name of Agent's nominee to the name of Principal. At all times during this Agreement, registered securities in the Investment Fund Account shall show as Principal's property.

2.5 Advances by Agent.

Agent shall have no obligation to lend or advance to Principal any sums for the Investment Fund. Agent may, however, in its absolute discretion lend, advance, or pay sums on Principal's behalf. If Agent lends, advances, or pays out sums on Principal's behalf, Principal shall repay Agent the sums lent or advanced with interest at the rate of 10% (or the maximum rate permitted by applicable law, if less) until paid in full. In addition, Agent may collect any income thereafter received by Investment Fund as payment, in whole or part, of the sums lent or advanced, and Agent shall be entitled to a lien upon the Investment Fund until all advances or loans are paid in full.

2.6 Legal Counsel.

In the discharge of its powers and duties under this Agreement, Agent may consult and retain legal counsel acceptable to Principal, whenever Agent deems it expedient and may engage in any action, suit, or proceeding affecting the Investment Fund, or any part thereof, and may pay such counsel reasonable compensation, for which Agent shall be entitled to be reimbursed out of the Investment Fund. Agent shall not be under any obligation to defend or engage in proceedings in respect to the Investment fund unless Agent is fully indemnified to its satisfaction.

2.7 Voting and Communication Instructions.

- (a) Proxy Voting Instructions. Except as provided in the Letter of Direction (with regard to FIBK stock), Agent shall exercise all proxy voting rights. If Principal desires to exercise any other proxy voting rights, then Principal shall terminate this Agreement as provided in Section 3.2 (and if the parties enter all appropriate agreements, the Investment Fund Account may be converted to a non-managed custodial account pursuant to Agent's Non-Managed Custodial Agency Agreement).
- (b) Shareholder Communications. Principal may change the shareholder communication instructions elected (or deemed elected) in Section 5(b) of the General Provisions of this Agreement, without modifying the remainder of this Agreement, by executing and delivering to Agent a new election in a form acceptable to Agent. If Principal does not make an election in Section 5(b) of the General Provisions of this Agreement, Principal will be deemed to have elected to receive shareholder communications, in which case Agent is required by the SEC to provide, and is authorized to release, Principal's name, address, and share position to companies whose securities Agent holds in the Investment Fund Account or other parties requesting such information. For Principal's protection, federal law prohibits requesting companies from using this information for any purpose other than corporate communications.

3. WITHDRAWAL OF ASSETS FROM THE INVESTMENT FUND AND TERMINATION OF THIS AGREEMENT.

3.1 Withdrawals.

Any and all assets in the Investment Fund may be withdrawn by Principal at any time upon a written order or receipt signed by Principal and delivered to Agent.

3.2 Termination Agreements.

Except as otherwise provided in Section 3.3, this Agreement (i) may be terminated at any time either by Agent or by Principal upon notice to the other party (provided that Agent shall provide at least 30 days advance notice to Principal of its intent to terminate this Agreement for any reason other than as provided in Section 3.3), and (ii) will terminate upon actual knowledge of the death of Principal, but only if Principal opened the Investment Fund Account as an individual account. Within a reasonable time after any termination of this Agreement, all assets in the Investment Fund shall be paid over, delivered, or surrendered to Principal as and in whatever form such assets then exist, and Agent shall be authorized to execute such endorsements, assignments, and conveyances without recourse or warranty on Agent as may be needed or proper to effectuate such delivery of such assets in the Investment Fund. Agent shall be under no obligation to deliver the Investment Fund or any part thereof until Principal shall have provided instruction and direction to Agent, subject to Agent's then applicable authentication or validation practices and policies, and provided that such instruction and direction is adequate for Agent to effectuate the delivery of such assets to Principal or as designated by Principal. Notice of termination of this Agreement shall not affect or preclude the consummation of any transaction previously initiated by Agent on Principal's behalf, nor will it affect fees due for services rendered or any obligations existing under this Agreement prior to termination.

3.3 Termination by Agent.

This Agreement may be terminated by Agent immediately if Principal fails to provide, certify or update all information necessary or desirable to identify any UBO of the Investment Fund or Investment Fund Account, or otherwise fails to provide, certify or update any information necessary or desirable to comply with Agent's CDD with respect to Principal. Such termination shall be on the same general terms as provided in Section 3.2 (and as if 30 days advance written notice had been provided). Furthermore, the Investment Fund Account may be restricted or closed if Agent or its affiliates cannot verify this information. Agent and its affiliates will not be responsible for any losses or damages (including without limitation lost opportunities) resulting from any failure to provide, certify or update this information, or from any restriction placed on, or closing of, the Investment Fund Account.

4. GENERAL TERMS AND CONDITIONS.

4.1 Agent's Liability.

Agent and its officers, agents and employees shall not be liable to Principal for losses arising from (a) Principal's actions, instructions, directions, and decisions; (b) information provided to Agent by Principal; (c) any act or failure to act by any broker/dealer or similar agent employed by Agent to effect a transaction on Principal's behalf or the financial solvency of any such broker or agent, so long as Agent exercises care in selecting the broker/dealer or similar agent in accordance with industry standards; (d) any depreciation in the value of any securities, assets, or other property in the Investment Fund or any loss arising out of any investment due to fluctuations in market conditions and other factors; or (e) any error in judgment or any act or failure to act in the execution and safekeeping of the Investment Fund by Agent and its officers, agents and employees that does not constitute negligence, misconduct, or a violation of applicable law. In performing its duties under this Agreement, Agent may rely upon information it believes to be accurate and reliable. Principal shall reimburse, indemnify, and hold Agent harmless from and against any and all liability, loss, claim, damage, or expense including attorney and paralegal fees resulting from the exercise by Agent of any authority or power granted to it under this Agreement, or from claims of third parties, or from any taxes or other governmental charges, and any expenses related thereto, which may be imposed or assessed in respect to the Investment Fund, or any part thereof. Agent shall have no duty to appear in or defend any suit resulting from the exercise by Agent of any authority or power granted to it by this Agreement unless requested by Principal in writing and indemnified to the satisfaction of Agent.

4.2 Joint, Common or Community Ownership.

Laws governing ownership of property vary from state to state. Principal understands that it is responsible to verify the registration selected is valid in its state. The following provisions generally describe common rights with respect to different types of accounts, but laws vary from state to state. Principal shall consult its own legal or tax advisor to understand the implications of the type of account selected.

- (a) Joint Tenancy with Right of Survivorship. If the Investment Fund Account is held in Joint Tenancy with Right of Survivorship, then (i) Agent may accept directions (including instructions to terminate the Investment Fund Account) from any Principal and may deal with each Principal as the sole owner or payee, and (ii) upon the death of one Principal, the surviving Principal will own the Investment Fund Account which will continue to be subject to this Agreement.
- (b) Tenants by the Entirety. If the Investment Fund Account is held as Tenancy by the Entirety, then (i) each spouse appoints the other as their agent to act as sole Principal, and Agent may accept directions from either such spouse and may deal with either such spouse as the sole owner or payee, unless both spouses have previously delivered to Agent a written direction to the contrary, and (ii) upon the death of one Principal, the surviving Principal will own the Investment Fund Account which will continue to be subject to this Agreement.
- (c) Tenants in Common. If the Investment Fund Account is held as Tenants in Common, then (i) each Tenant in Common appoints the other as their agent to act as sole Principal, and Agent may accept directions from any Tenant in Common and may deal with each Tenant in Common as the sole owner and payee, unless all Tenants in Common have previously delivered to Agent a written direction to the contrary, (ii) each Principal is presumed to own an equal interest in the Investment Fund Account (unless applicable law provides otherwise), and (iii) upon the death of one Principal, the deceased Principal's share of the Investment Fund Account will pass pursuant to such decedent's estate (or beneficiary designation with respect to the Investment Fund Account, if applicable), and the surviving Principal's interest in the balance of the Investment Fund Account will continue to be subject to this Agreement.
- (d) Community Property. If the Investment Fund Account is held as Community Property, then (i) each spouse appoints the other as their agent to act as sole Principal, and Agent may accept directions from either such spouse and may deal with either such spouse as the sole owner or payee, unless both spouses have previously delivered to Agent a written direction to the contrary, and (ii) upon the death of one Principal, the deceased Principal's share of the Investment Fund Account will pass pursuant to such decedent's estate (or beneficiary designation with respect to the Investment Fund Account, if applicable), and the surviving Principal's interest in the balance of the Investment Fund Account will continue to be subject to this Agreement.
- (e) Community Property with Right of Survivorship. If the Investment Fund Account is held as Community Property with Right of Survivorship, then (i) each spouse appoints the other as their agent to act as sole Principal, and Agent may accept directions from either such spouse and may deal with either such spouse as the sole owner or payee, unless both spouses have previously delivered to Agent a written direction to the contrary, and (ii) upon the death of one Principal, the surviving Principal will own the Investment Fund Account which will continue to be subject to this Agreement.
- (f) Default Rules. If Principal neglects to make a type of account election in Section 3 of the General Provisions of this Agreement, then the type of account will be deemed to be (i) Individual, where one individual is listed in Section 2 of the General Provisions of this Agreement, and such individual is not acting in a fiduciary capacity; (ii) Joint Tenancy with Right of Survivorship, where more than one individual is listed in Section 2 of the General Provisions of this Agreement, such individuals are not acting in a fiduciary capacity, and all Principals are individuals; (iii) Tenants in Common, where more than one Principal is listed in Section 2 of the General Provisions of this Agreement, and one more of the named Principal's is not a natural person or is acting in a fiduciary capacity; and (iv) an account of a Guardian or Conservator / UTMA/ Trust / Estate / Entity, as appropriate, in all other cases.

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[Signature Box] 307

- (g) Powers of Attorney. Agent may rely on the authority of any power of attorney or attorney-in-fact ("POA") of Principal if such POA is properly presented to and accepted by Agent under applicable law, and under such circumstances, Agent is authorized to follow directions given to Agent by such POA with respect to the Investment Fund Account and any assets of the Investment Fund. If not sooner terminated by Principal, the terms of the POA, or other applicable law, the authority of any POA with respect to the Investment Fund Account and any assets of the Investment Fund will terminate upon the Principal's death.
- (h) Collection Upon Death. Upon the death of the sole or last surviving Principal, Agent will, upon receipt of notice of such death, will freeze the Investment Fund Account and will cease all activity until distribution of the Investment Fund Account to (i) the legal representative of the estate for the sole or last surviving Principal if no beneficiary designations are in existence for the Investment Fund Account at the time of such death, or (ii) the applicable beneficiaries and in their respective shares, if a beneficiary designation is in existence for the Investment Fund Account at the time of such death. Each beneficiary will be required to establish an Investment Fund Account with Agent to receive their proportionate share of the Investment Fund Account.

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4.3 Payment of Income and Other Taxes.

Principal may have economic and taxable gain or loss when assets in the Investment Fund are sold or redeemed. Distributions may be taxable as ordinary income. Agent shall not be liable for the tax consequences to Principal which arise out of Agent's exercise of the authority and powers granted to Agent by this Agreement. Principal shall pay all taxes assessed on or with respect to any assets in the Investment Fund and all taxes due on the income collected for Principal from any investments held by the Investment Fund or from any and all transactions performed by Agent at Principal's request. In addition, Principal shall file any and all tax reports and returns, and shall be responsible for the adequacy and accuracy of any positions taken on any such reports or returns, for the actual filing of such reports or returns, and for the remittance of tax payments to taxing authorities.

4.4 Principal's Representations. Principal makes the following representations:

- (a) Principal has full power, authority, and capacity to enter into this Agreement, and this Agreement constitutes a legal, valid, and binding obligation of Principal.
- (b) If Principal or any person signing on behalf of Principal is acting in an appointed or fiduciary capacity, Principal or such person is duly appointed, qualified and acting in the capacity so identified.
- (c) Principal acknowledges and understands that Agent acts in a similar capacity for other customers and clients and that action taken by Agent for another customer or client may differ in name and timing from that taken by Agent for Principal.

- (d) Principal acknowledges and understands that Agent is relying on the information provided by Principal in Principals Risk Profile in performing its duties under this Agreement, and Principal represents that the information it furnished in Principals Risk Profile is accurate and complete, and that it will promptly notify Agent in writing of any material changes to the information provided in Principals Risk Profile.
- (e) Principal will provide, certify or update all information necessary or desirable for Agent to identify any UBO of the Investment Fund or Investment Fund Account and to comply with Agents CDD with respect to Principal (which may include additional UBO and CDD analysis for tiered entities or similar structures).
- (f) Principal affirmatively states that all information Principal has provided in or with respect to this Agreement is true, accurate, correct and complete. Principal will inform Agent of any changes to that information. Principal acknowledges that in opening the Investment Fund Account for Principal, Agent has relied upon the information that Principal has provided. Principal authorizes Agent to verify all information Principal has provided, including verifying Principal's identity, and that Principal is not on any government-published list of persons, or entities who are prohibited from opening accounts with Agent.

If Principal breaches any of the representations, or if any of the information Principal provided is false, the in addition to any other rights granted to Agent under this Agreement, Agent may liquidate, transfer, refuse to execute any transactions ("freeze" the account) relating to any disputed assets in the Investment Fund, in which case Principal indemnifies Agent for, and holds Agent harmless from, any costs, expenses, losses or liabilities that any party incurs, directly or indirectly as a result of the Principal providing such false information.

4.5 Notice.

Except as provided below, any notice to be given under this Agreement shall be in writing and shall either be served upon a party personally, or served by registered or certified mail, return receipt requested, directed to the party to be served at the addresses set forth in the opening paragraph of this Agreement. A party wishing to change its designated address shall do so by notice in writing to the other party; provided Principal may change its address in any other manner acceptable to Agent. Notice served by mail shall be deemed complete when deposited in the United States mail, postage prepaid. Rejection or other refusal to accept notice or the inability to deliver notice because of changed address of which no notice was given shall be deemed to be receipt of notice. Notice of termination of this Agreement may be delivered by Principal to Agent by email or similar electronic communication ("electronic notice"); provided, however, that (i) no such electronic notice shall be deemed complete until Agent acknowledges receipt by reply or similar response to Principal (which shall exclude any read receipt); and (ii) Agent may require additional authentication or validation from Principal of such electronic notice in accordance with Agents then applicable practices and policies, and no such electronic notice shall be deemed complete until Agent obtains such authentication or validation

4.6 Binding Effect

This Agreement shall be binding upon and shall inure to the benefit of the beneficiaries, heirs, distributees, executors, administrators, legal representatives, successors, and assigns of Principal and Agent.

4.7 Assignment.

The Investment Fund, Investment Fund Account and the rights of Principal under this Agreement shall not be transferred or assigned without the prior written consent of the Agent, which will not be unreasonably withheld.

4.8 Entire Agreement.

This Agreement, including the attachments, exhibits or schedules, and the Contract For Professional Services entered into with the City of Casper, contains the entire agreement and understanding of the parties, and supersedes any and all prior negotiations and understandings.

4.9 Amendment of Agreement.

This Agreement shall not be modified, amended or changed in any respect except by written documents signed by all parties (except for changes to Agent's fee schedules as provided in this Agreement, and changes to Principal's elections regarding proxy voting rights and shareholder communications).

4.10 Interpretation.

If any portion of this Agreement shall be held to be void or unenforceable, the balance thereof shall nonetheless be effective. This Agreement has been made and entered into in the State of Wyoming and shall be governed by the laws of the State of Wyoming.

4.11 Headings.

The headings used herein are for convenience only, and shall not be construed as a part of this Agreement or as a limitation on the scope of the particular paragraphs to which they refer.

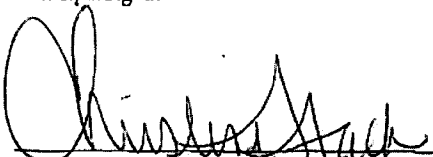
5. ACCOUNT RISK.

Principal hereby acknowledges and understands that the securities in Principal's Investment Fund are not deposits or accounts of Agent, they are not guaranteed by Agent, and they are not federally insured by the Federal Deposit Insurance Corporation (FDIC) or any other agency or the United States government. Furthermore, Principal understands that investing in securities involves investment, including the possible loss of principal, and that the value of any security may fluctuate.

By signing this Agreement, Principal acknowledges that Principal has received a copy of this Agreement and that Principal has read, understands and agrees to be bound by this Agreement. Principal further acknowledges that Principal has read and understands the arbitration clause in Section 4.8 of this Agreement and agrees to resolve any disputes arising with regard to Principal's Investment Fund or Investment Fund Account by arbitration. Principal certifies that all of the foregoing client information is accurate.

Principal Signature	Printed or Typed Name	Title
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Principal Signature	Printed or Typed Name	Title
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 Authorized FIB Officer Signature	Date
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Schedule A
Listing of Assets

All Assets Currently held in Custody with First Interstate Wealth Management

Schedule B Principal's Risk Profile

Understanding your risk and return profile is an important first step in the investment planning process.

Definition

Risk is one of the most difficult concepts to explain and even something for more difficult to quantify. There are a number of definitions but one of the easiest to understand is from John Bogle, who says that risk is related to how much you can afford to lose without excessive damage to your pocketbook or your psyche.

Risk and Return

One of the most important steps in developing an individual investor's investment strategy and financial plan is to understand the relationship between your objectives, the desired return and your individual tolerance to risk. The challenge for investors is to

- (i) make an accurate and meaningful assessment of your willingness to accept risk based on what it means to you;
- (ii) assess your investment return objective and the level of risk involved in attempting that return; and
- (iii) to have a means to express this assessment compared to the risk/return level of your current portfolio and the various alternatives you may consider and to understand the trade-offs that might be required.

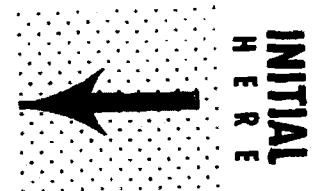
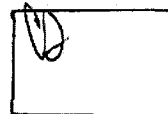
Questionnaire

You will be provided with a very basic investor profile questionnaire for your review and completion. Select the answer that best describes your situation. When you have completed and scored the questionnaire, the total number of points can be used to help determine your individual investment profile and form the basis for further discussion. The investor objectives are summarized on the back page and include a sample portfolio allocation.

Select One

Go

- Subject to Investment Restrictions pursuant to Wyo Stat. 9-4-831 – attached
- Maturity limitations as a percentage of total invested principal:
 - 0-1 year Max 100% Min 25%
 - 1-3 year Max 75% Min 0%
 - 3-5 year Max 50% Min 0%
 - 5-10 year Max 50% Min 0%
 - 10-30 year Max 50% Min 0%





Wyo. Stat. § 9-4-831

Copy Citation

Current through 2021 General Session of the Wyoming Legislature. Subject to revisions by LSO.

Wyoming Statutes Annotated Title 9 Administration of the Government (Chs. 1 – 24). Chapter 4 Public Funds (Arts. 1 – 13). Article 8. Deposits and Depositories (§§ 9-4-801 – 9-4-834).

§ 9-4-831. Investment of public funds.

(a) The state treasurer, or treasurer of any political subdivision, municipality or special district of this state, and the various boards of trustees and boards of directors of county hospitals, airports, fairs and other duly constituted county boards and commissions, may invest in:

(i) United States treasury bills, notes or bonds, including stripped principal or interest obligations of such issuances, or any other obligation or security issued by the United States treasury or any other obligation guaranteed as to principal and interest by the United States;

(ii) Bonds, notes, debentures, or any other obligations or securities issued by or guaranteed by any federal government agency or instrumentality, including but not limited to the following to the extent that they remain federal government agencies or instrumentalities, federal national mortgage association, federal home loan bank, federal farm credit bank, federal home loan mortgage corporation and government national mortgage association. All federal agency securities shall be direct issuances of federal agencies or instrumentalities;

(iii) Repurchase agreements involving securities which are authorized investments under paragraphs (i) and (ii) of this subsection. The securities may be held in a custodial arrangement with a member bank of the federal reserve system or in a segregated account at a federal reserve system bank. The repurchase agreement must provide for daily valuation and have a minimum excess market price reserve of one hundred two percent (102%) of the investment;

(iv) In accordance with W.S. 9-4-803 with respect to the state and W.S. 9-4-817 with respect to local governments, deposits in financial institutions located within the state of Wyoming which offer federal deposit insurance corporation insurance on deposits in the institutions;

(v) Mortgage backed securities that are obligations of or guaranteed or insured issues of the United States, its agencies, instrumentalities or organizations created by an act of congress excluding those defined as high risk. High risk mortgage backed securities are defined as any security which meets either of the following criteria:

(A) Is rated V-6 or higher by Fitch Investors Service or at an equivalent rating by another nationally recognized rating service; or

(B) Is defined as a high risk mortgage security under Section III of the Supervisory Policy Concerning Selection of Securities Dealers and Unsuitable Investment Practices, as amended



(vi) In bankers acceptances or United States banks eligible for purchase by the federal reserve system;

(vii) In a guaranteed investment contract if issued and guaranteed by a United States commercial bank or a United States insurance company. The credit quality of the issuer and guarantor shall be the highest category of either A. M. Best, Moody's or Standard and Poor's rating service. The contract shall provide the governmental entity a nonpenalized right of withdrawal of the investment if the credit quality of the investment is downgraded;

(viii) A commingled fund of eligible securities listed in this section if the securities are held through a trust department of a bank authorized to do business in this state or through a trust company authorized to do business in this state with total capital of at least ten million dollars (\$10,000,000.00) or which has an unconditional guarantee with respect to those securities from an entity with total capital of at least one hundred million dollars (\$100,000,000.00);

(ix) Interest bearing deposits of a savings and loan association or a federal savings bank authorized to do business in this state to the extent that they are fully insured by the federal deposit insurance corporation, or:

(A) Secured by a pledge of assets and the federal savings bank or savings and loan association is otherwise authorized as a depository as prescribed by law; or

(B) The federal savings bank or savings and loan association is otherwise authorized as a depository as prescribed by law and:

(I) In lieu of a pledge of assets securing an interest bearing deposit, a selected savings and loan association or federal savings bank shall arrange for the deposit of the public funds in interest bearing deposits in one (1) or more banks or savings and loan associations or federal savings banks wherever located in the United States, for the account of the public funds depositor;

(II) At the same time the public funds are deposited pursuant to this subparagraph, the selected savings and loan association or federal savings bank shall receive an amount of deposits from customers of other financial institutions equal to the amount of the public funds initially placed by the public funds depositor;

(III) Each interest bearing deposit shall be insured by the federal deposit insurance corporation; and

(IV) The selected savings and loan association or federal savings bank shall act as custodian for the public funds depositor with respect to the interest bearing deposits placed in the public funds depositor's account.

(x) Interest bearing deposits of a bank authorized to do business in this state to the extent that they are fully insured by the federal deposit insurance corporation or:

(A) Secured by a pledge of assets and the bank is otherwise authorized as a depository as prescribed by law; or

(B) The bank is otherwise authorized as a depository as prescribed by law and:

(I) In lieu of a pledge of assets securing an interest bearing deposit, a selected bank shall arrange for the deposit of the public funds in interest bearing deposits in one (1) or more banks or savings and loan associations or federal savings banks wherever located in the United States, for the account of the public funds depositor;

(II) At the same time the public funds are deposited pursuant to this subparagraph, the selected bank shall receive an amount of deposits from customers of other financial



- (iii) Each interest bearing deposit shall be insured by the federal deposit insurance corporation; and
- (IV) The selected bank shall act as custodian for the public funds depositor with respect to the interest bearing deposits placed in the public funds depositor's account.
- (xi) As authorized by W.S. 37-5-605, bonds of the Wyoming energy authority;
- (xii) Shares of a money market fund as specified in subsection (g) of this section;
- (xiii) through (xviii) Repealed by Laws 1996, ch. 112, § 3.
- (xix) Amended and renumbered as (ix) by Laws 1996, ch. 112, § 2.
- (xx) Amended and renumbered as (x) by Laws 1996, ch. 112, § 2.
- (xxi) Amended and renumbered as (xi) by Laws 1996, ch. 112, § 2.
- (xxii) through (xxv) Repealed by Laws 1996, ch. 112, § 3.
- (xxvi) Commercial paper of corporations organized and existing under the laws of any state of the United States, provided that at the time of purchase, the commercial paper shall:
- (A) Have a maturity of not more than two hundred seventy (270) days; and
- (B) Be rated by Moody's as P-1 or by Standard & Poor's as A-1+ or equivalent ratings indicating that the commercial paper issued by a corporation is of the highest quality rating.
- (xxvii) Investments as provided in W.S. 9-4-715(a), (d) and (e). Upon request by any county, municipality, school district, joint powers board or any other local governmental entity the state treasurer may provide an investment fund for local government entities under the same terms and conditions as provided in W.S. 9-1-416. The fund shall:
- (A) Be a second local investment pool with more long-term redemption options than the local investment pool established under W.S. 9-1-416 and with additional penalties for early withdrawal of funds as provided by rule and regulation adopted by the state treasurer;
- (B) Be subject to rules and regulations adopted by the state treasurer as provided in W.S. 9-1-416;
- (C) Be invested in a manner to obtain the highest return possible consistent with the preservation of the corpus; and
- (D) Except as otherwise provided in this paragraph, be managed in accordance with W.S. 9-1-416.
- (b) No investment of public funds under this section shall be made by any of the officials above designated, until the affected fiscal board of the state of Wyoming, the board of county commissioners, the municipal council or the school district board of trustees as the case may be, has first authorized the same.
- (c) Repealed by Laws 1996, ch. 112, § 3.
- (d) Repealed by Laws 1997, ch. 63, § 2.
- (e) and (f) Repealed by Laws 1996, ch. 112, § 3.
- (g) Investments in shares of a diversified money market fund are authorized except that no entity of Wyoming government shall at any time own more than ten percent (10%) of the fund's net assets or shares outstanding. Investments under this subsection are limited to a diversified money market fund which seeks to maintain a stable share value of one dollar (\$1.00), is registered under the Securities Act of 1933 and Investment Company Act of 1940, as amended, and has qualified under state registration requirements, if any, to sell shares in the state and which:
- (i) Invests its assets:
- (A) Solely in securities or instruments that have a remaining maturity of three hundred ninety-seven (397) days or less at the time of purchase of shares;

Document:

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agreements collateralized by such instruments at not less than the repurchase price including accrued interest;

(C) So that an average dollar weighted maturity of ninety (90) days or less is maintained at all times; and

(D) Under limitations such that the fund may borrow funds for temporary purposes only by entering into repurchase agreements and only to the extent permitted by federal law.

(ii) Does not impose a sales charge;

(iii) Maintains the highest quality rating from at least one (1) of the nationally recognized rating organizations, such as Standard & Poor's Corporation or Moody's Investor Services;

(iv) Has an operating history of not less than five (5) consecutive years;

(v) Requires submission of sixty (60) days advance notice of any investment policy change, in the case where such policy changes may be approved without approval of the fund's shareholders or requires approval by shareholders entitled to vote a majority, as the term is defined under the Investment Company Act of 1940, as amended, of the fund's shares;

(vi) Is purchased from a person licensed to sell securities in Wyoming through or for an account with an entity which, at the time the investment is made by the state or local government:

(A) Has been continuously engaged in the business of selling securities in Wyoming for the preceding two (2) years or a financial institution authorized to do business in Wyoming and qualified by law to act as a depository of public funds in this state; and

(B) Currently, and during the preceding two (2) years, continuously had at least one (1) established place of business in this state. As used in this subparagraph, "established place of business" means a place in this state which is actually occupied either continuously or at regular periods by employees or agents of the entity who are licensed to sell securities in this state and where a large share of the entity's business in this state is actually conducted.

(h) Every political subdivision shall have on file a "Statement of Investment Policy." Except for investments by special hospital district boards pursuant to W.S. 35-2-403(d) or county memorial hospitals pursuant to W.S. 18-8-104(d), this policy shall be at least as restrictive with respect to the types of investments authorized as those listed under subsection (a) of this section. The policy shall require that before any person effects any investment transaction on behalf of a political subdivision or offers any investment advice to the governing body of a political subdivision, that person shall sign a statement indicating that he has read the policy and agrees to abide by applicable state law with respect to advice he gives and the transactions he undertakes on behalf of the political subdivision. As used in this subsection, "person" does not include any officer, employee or member of the governing board of the political subdivision for which the investment is made or to which advice is given. As used in this subsection and subsection (j), "political subdivision" means the local government entities listed in the introductory paragraph of subsection (a) of this section. As used in this subsection, "investment" for the purpose of "investment transactions" and "investment advice" does not include deposits in financial institutions as authorized by law. As used in this subsection and paragraph (a)(iv) of this section, "financial institution" means as defined in W.S. 13-1-101(a)(ix).

(j) To enhance the background and working knowledge of political subdivision treasurers in governmental accounting, portfolio reporting and compliance, and investments and cash management, the state auditor and the state treasurer shall conduct voluntary education programs for persons elected or appointed for the first time to any office or as an employee



continuing education programs for persons continuing to hold those offices and positions of employment. The state treasurer and state auditor may contract with other persons with special knowledge in this area to provide the training and may also charge a fee for attendance sufficient to defray the cost of the educational program. Nothing in this subsection shall be construed as preventing the state auditor and state treasurer from allowing the general public to attend these education programs upon payment of the appropriate fee.

(k) In connection with, or incidental to, the issuance or carrying of bonds, but only for the purpose of reducing the amount or duration of payment, interest rate, spread or similar risk, or to result in a lower cost of borrowing, and not for purposes of investment, the state treasurer or treasurer of any political subdivision, municipality or special district of this state and the various boards of trustees and boards of directors of county hospitals, airports, fairs and other duly constituted county boards and commissions may enter into contracts which are determined to be necessary or appropriate to hedge risk or to place the obligation of the bonds, in whole or in part, on the interest rate, cash flow or other basis desired, including, but not limited to, contracts commonly known as interest rate swap agreements, interest rate caps or floors, forward payment conversion agreements, futures or hedge contracts.

(m) Any local governmental entity, including the treasurer of any political subdivision, municipality or special district of this state, the various boards of trustees and boards of directors of county hospitals, airports, fairs and other duly constituted county boards and commissions, or their designee, that invests public funds under subsection (a) of this section shall:

(i) Exercise the judgment and care of a prudent investor as specified by the Wyoming Uniform Prudent Investor Act, W.S. 4-10-901 through 4-10-913;

(ii) If the local governmental entity contracts with another person to aid in the investment of public funds, require that the person:

(A) Submit to the jurisdiction of the courts of this state; and

(B) Act as a fiduciary with respect to the investment of public funds by acting solely in the interest of the public and by acting with the care, skill and caution which a prudent person in a like capacity and familiar with those matters would use in the conduct of an activity of like character and purpose. The contracted person shall incur only costs that are appropriate and reasonable and shall act in accordance with a good faith interpretation of the law governing the investment of public funds.

History

Laws 1935, ch. 99, §§ 2 to 4; 1937, ch. 8, §§ 2, 3; ch. 91, § 1; 1941, ch. 12, § 1; C.S. 1945, §§ 35-1102 to 35-1104; W.S. 1957, §§ 13-102 to 13-104; Laws 1959, ch. 25, § 1; 1963, ch. 109, § 1; 1967, ch. 130, § 1; 1971, ch. 269, § 1; 1977, ch. 67, § 2; ch. 150, § 1; W.S. 1977, §§ 9-7-1135 to 9-7-1137; Laws 1982, ch. 62, § 3; 1988, ch. 75, § 2; 1989, ch. 151, § 1; 1993, ch. 15, § 1; ch. 115, § 1; 1994, ch. 45, § 1; 1995, ch. 173, § 1; 1996, ch. 112, §§ 2, 3; 1997, ch. 63, § 2; 1999, ch. 5, § 1; 2004, ch. 84, § 2; 2005, ch. 109, § 1; ch. 172, § 1; 2006, ch. 15, § 1; ch. 38, § 1; 2013, ch. 68, § 1; 2016, ch. 12, § 1; 2017, ch. 33, § 1; 2019, ch. 34, § 3.



▼ Annotations

Notes

The 2004 amendment, effective July 1, 2004, in (a)(xi), inserted "and 37-5-406" and "and the Wyoming infrastructure authority."

The 2005 amendments. —

The first 2005 amendment, by ch. 109, § 1, added (k).

Laws 2005, ch. 109, § 2, makes the act effective immediately upon completion of all acts necessary for a bill to become law as provided by art. 4, § 8, Wyo. Const. Approved February 24, 2005.

The second 2005 amendment, by ch. 172, § 1, inserted the exception at the beginning of the second sentence in (h).

Laws 2005, ch. 172, § 2, makes the act effective immediately upon completion of all acts necessary for a bill to become law as provided by art. 4, § 8, Wyo. Const. Approved March 2, 2005.

While neither amendment gave effect to the other, both have been given effect in this section as set out above.

The 2006 amendments. —

The first 2006 amendment, by ch. 15, § 1, substituted "Wyoming pipeline authority" for "Wyoming natural gas pipeline authority" in (a)(xi).

Laws 2006, ch. 15, § 2, makes the act effective immediately upon completion of all acts necessary for a bill to become law as provided by art. 4, § 8, Wyo. Const. Approved March 9, 2006.

The second 2006 amendment, by ch. 38, § 1, in (a), added "which offer federal deposit insurance corporation insurance on deposits in the institutions" in (iv); in (ix), added (A) and (B); inserted "the federal savings bank or savings and loan association is" in (A); in (x), added the (A) designation, added (B), and added the (A) designation, added (B) and inserted "the bank is" in (A); and made related and stylistic changes throughout.

Laws 2006, ch. 38, § 2, makes the act effective immediately upon completion of all acts necessary for a bill to become law as provided by art. 4, § 8, Wyo. Const. Approved March 10, 2006.

While neither amendment gave effect to the other, both have been given effect in this section as set out above.

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securing ; in (a)(ix)(B)(I) substituted "an interest bearing" for "a certificate of;" deleted "simultaneously" following "federal savings bank," and substituted "interest bearing deposits" for "certificate of deposit" following "public funds in;" in (a)(ix)(B)(II) substituted "pursuant to this subparagraph" for "and the certificate of deposit are issued for the benefit of the public funds depositor" following "funds are deposited," and substituted "financial institutions" for "banks or savings and loan associations or federal savings banks" following "customers of other;" in (a)(ix)(B)(III) substituted "interest bearing" for "certificate of;" in the introductory paragraph in (a)(x) substituted "Interest bearing deposits" for "Certificates of deposit;" in (a)(x)(B)(I) substituted "an interest bearing deposit" for "a certificate of deposit" following "assets securing," deleted "simultaneously" following "selected bank," and substituted "interest bearing" for "certificate of deposit" following "public funds in;" in (a)(x)(B)(II) substituted "pursuant to this subparagraph" with and the certificates of deposit are issued for the benefit of the public funds depositor" following "funds are deposited," and substituted "financial institutions" for "banks or savings and loan associations or federal savings banks" following "customers of other;" in (a)(x)(B)(III) substituted "interest bearing" for "certificate of;" and in (a)(x)(B)(IV) substituted "interest bearing deposits placed in" for "certificates of deposit issued for" following "respect to the."

The 2016 amendment, effective July 1, 2016, added (a)(xxvii).

The 2017 amendment, effective July 1, 2017, added (m).

Editor's notes. —

There is no subsection (i) in this section as it appears in the printed acts.

Research References & Practice Aids

Cross references. —

As to investment of public funds generally, see art. 7 of this chapter.

Hierarchy Notes:

Wyo. Stat. Title 9

Wyo. Stat. Title 9, Ch. 4

Wyo. Stat. Title 9, Ch. 4, Art. 8

Wyoming Statutes Annotated

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EXHIBIT 2
FEE SCHEDULE



E. Fees

- Provide a fee schedule that describes the proposed compensation for services either as a flat annual fee, a percentage of portfolio fee or as a per trade fee with an annual cap.

Please find our standard fee schedule attached in the appendix. As part of our commitment to serving municipalities in our footprint, we are offering a total investment management fee of 12bps (0.12%) for the relationship. This is a discount of 75% from our standard fee schedule. Travel and reasonable miscellaneous expenses are included in our standard fee. Our fee is billed as a percentage of the total portfolio.

Asset Management Fee Schedule

First Interstate Wealth Management offers you the option to delegate management of your portfolio to our team of wealth management professionals. Our team of professionals will help you define your goals, your investment objective, and implement a disciplined investment process to provide opportunity to meet your goals.

Asset Management Services

- ◆ Discretionary management of your portfolio adhering to a disciplined investment process
- ◆ Account administration
- ◆ Written statement of investment objectives and policy guidelines
- ◆ Investment monitoring and periodic formal review
- ◆ Advice implemented through monitored assets
- ◆ Reallocation and rebalancing of account, as necessary
- ◆ Tracking and analysis of proxy, corporate reorganizations and other capital changes
- ◆ Investment reporting including asset holdings, transaction statements, and tax reporting
- ◆ Direct deposit, ACH and wire services
- ◆ Daily money market investment of principal, income and cash
- ◆ Custody and settlement of assets

Managed IRA Services

As trustee of your Managed IRA, in addition to our asset management services, we also provide the following services:

- ◆ Administration in accordance with terms of First Interstate Trust IRA Agreement
- ◆ Calculation of the Grantor Required Minimum Distribution (RMD)
- ◆ IRA contribution and distribution processing

Annual Fees*

(Based on average daily balance of managed assets including special assets as noted)

Asset Management and Managed IRA Services

Market Value Tiers	Annual Rate
For first \$1,000,000	1.10%
On next \$1,000,000	0.85%
On next \$3,000,000	0.60%
Over \$5,000,000	0.45%

*A minimum annual fee of \$4,500 applies to all accounts. Only fees calculated on the market value will be used to satisfy the minimum fee. Please see page 2 for additional information about these fees and services, and for additional fees that may apply.

Fees are calculated and collected monthly and taken in arrears.

Fees are subject to change following advance notice to our clients.

RESOLUTION NO. 22-88

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH FIRST INTERSTATE BANK FOR INVESTMENT MANAGEMENT SERVICES.

WHEREAS, the City of Casper issued a Request for Proposals to solicit responses by qualified firms to provide investment management services for managing the City's investment portfolio; and,

WHEREAS, as a result of reviewing the proposals received the City desires to obtain investment management services from First Interstate Bank; and,

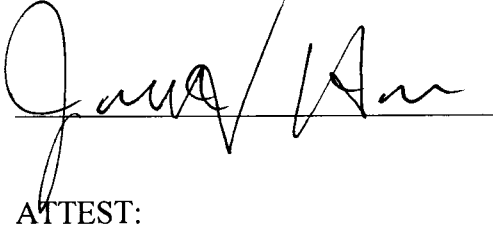
WHEREAS, First Interstate Bank is willing and capable of providing the desired investment management services to the City of Casper.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute a Contract for Professional Services, a copy of which is attached, with First Interstate Bank to provide investment management services.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the engagement in accordance with Exhibit 1 of the Contract for Professional Services entered into with First Interstate Bank.

PASSED, APPROVED, AND ADOPTED on this ___ day of _____, 2022.

APPROVED AS TO FORM:


ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

May 19, 2022

MEMO TO: Carter Napier, City Manager *EN*
FROM: Tracey L. Belser, Support Services Director *TLB*
SUBJECT: Authorization to Adopt the Collective Bargaining Agreement (CBA) for July 1, 2022 - June 30, 2023 between the City of Casper and the Fire Fighters' Local Union 904, I.A.F.F., AFL-CIO.

Meeting Type & Date

Council Meeting
June 7, 2022

Action type

Resolution

Recommendation

That Council, by resolution, adopt the CBA for July 1, 2022 – June 30, 2023, between the City of Casper and the Fire Fighters' Local Union 904, I.A.F.F., AFL-CIO (Fire Fighters' Local Union 904).

Summary

Wyoming State Statute § 27-10-102 grants the fire fighters in any city, town, or county the right to collective bargaining and representation by a bargaining agent (union). The terms in which to draft a new CBA were ratified at the May 17, 2022 City Council meeting.

Financial Considerations

Financial impacts are contained in the Fire-EMS department operational budget for FY23.

Oversight/Project Responsibility

Fire-EMS Chief
Tracey Belser, Support Services Director
Jill Johnson, Financial Services Director

Attachments

Resolution
Collective Bargaining Agreement for July 1, 2022 – June 30, 2023

COLLECTIVE BARGAINING AGREEMENT (CBA)

Between the

CITY OF CASPER

and the

FIRE-EMS DEPARTMENT

and

FIRE FIGHTERS LOCAL UNION 904

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO

2022-2023

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ARTICLE I

RECOGNITION

Section 1 - Recognition.

- A. The City of Casper hereby recognizes that Fire Fighters Local 904 is the sole and exclusive representative for all the sworn employees, hereinafter referred to as "employee or "employees" of the Fire-EMS Department (the "Department"), other than those excluded in this Collective Bargaining Agreement (the "Agreement"), for the purpose of collective bargaining with respect to wages, hours of work, and working conditions, except as specified in the remainder of this subsection.

The Union recognizes the Fire-EMS Chief and the Deputy Chiefs to be a part of Management. Management employees are not subject to the provisions of this union Agreement and fall directly under the City of Casper Personnel Rules and Regulations and/or individual employment contracts, as they currently exist, and as they may, from time to time, be amended.

- B. The Union hereby recognizes that, when duly assigned by Council action, the City Manager and/or his authorized representatives are the sole and exclusive Bargaining Agents for the City Council of the City of Casper, Wyoming.
- C. All Wyoming State Statutes that would apply to the terms and conditions of this Collective Bargaining Agreement, the Rules and Regulations of the Civil Service Commission of the City of Casper, Wyoming, as well as the City of Casper Personnel Rules and Regulations, as they are, from time to time amended, are incorporated into this Agreement by this reference.

Section 2 - General.

The City of Casper, hereinafter referred to as the "City," and the Fire Fighters Local 904, hereinafter referred to as the "Union," in order to increase general efficiency by the Fire-EMS Department, and to maintain the existing harmonious relationship between the City and its employees, and to promote the morale, rights, well-being, and sincerity of the Union and the City hereby agree as follows.

Section 3 - Non-Discrimination.

Basis: Neither the City nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, disability, age (40 or older), or genetic information (including family medical history).

Union Activity: Neither the City nor the Union shall interfere with the right of employees covered by this Agreement to become or not become members of the Union, except as provided for in the Constitution and By-Laws of International Association of Fire Fighters (I.A.F.F.) Local 904. There shall be no discrimination against any such employees because of lawful Union membership or non-membership activity or status.

Union Responsibility: The Union recognizes its responsibility as bargaining agent and owes the same responsibility to all employees, whether Union members or not, in compliance with all applicable state statutes.

Gender: Whenever the male gender is used in this Agreement, it shall be construed to include equally both male and female employees.

ARTICLE II

DISPUTE RESOLUTION

Section 1 - Definition and Procedure.

Definition and Procedure: A grievance is a dispute or difference of opinion raised by an employee covered by this Agreement, by the Union, or by the City involving the meaning, interpretation, or application of the express provisions of this Agreement or existing work rules.

Step One - Within twenty (20) calendar days of the party's knowledge of a grievable occurrence, the Union shall present in writing a statement of the grievance, the Agreement provision violated, and a description of the restitution desired to the Fire-EMS Chief. In the case of City grievances against the Union, the Fire-EMS Chief shall present the same to the Union President.

Within ten (10) calendar days, the Fire-EMS Chief (or Union President) shall respond in writing.

Step Two - If the response of the Fire-EMS Chief is not considered satisfactory, the Union may within ten (10) calendar days appeal the Fire-EMS Chief's decision to the City Manager. The City Manager shall respond within ten (10) calendar days.

Step Three - If the response of the City Manager or the Union President is not considered satisfactory, the Union or the City may, within five (5) calendar days, request in writing arbitration. If the parties cannot agree upon an arbitrator(s) within an additional ten (10) calendar days, the parties shall petition the District Court within ten (10) calendar days for the appointment of an arbitrator(s) in accordance with the provisions of the Uniform Arbitration Act.

Time limits may be extended upon mutual agreement.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from, the provisions of this Agreement. The arbitrator shall consider only the specific issues submitted in writing by the City and Union.

If notice is not given within the five (5) day period specified in Step 3, the right to arbitration shall be considered to be waived.

It is further agreed that the City or the employees shall not enter into any court action or file any claim for any alleged grievance or violation of this Agreement until the provisions of the grievance procedure and the Uniform Arbitration Act have been followed.

The City and employees agree not to subject to the grievance procedure those matters relating to examination, suspension, reduction in grade, and/or discharge from the Fire-EMS Department which are appropriate for hearing and decision by the Civil Service Commission.

ARTICLE III

MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 1 - Rights of Management.

Except as otherwise specifically provided in this Agreement, the City has the sole and exclusive right to exercise all the rights or functions of Management, and the exercise of such rights or functions shall not be subject to the grievance procedure, except as to the resolution of whether or not a specific matter is a Management right. Without limiting the generality of the foregoing, as used herein, the term "Rights of Management" includes, but is not limited to:

1. The determination of Fire-EMS Department policy, including the right to manage the affairs of the Fire-EMS Department in all respects.
2. The right to assign working hours, including overtime.
3. The right to establish, modify, or change work schedules, manning of apparatus, and amount of apparatus in the main or reserve fleet.
4. The right to assign employees to other duties within the Fire-EMS Department when their apparatus is out of service.
5. The right to direct the members of the Fire-EMS Department, including the right to hire, promote, discipline, or transfer any employee.

6. The right to organize and reorganize the Fire-EMS Department in any manner it chooses, including the size of the Fire-EMS Department and the determination of job classifications and ranks based on duties assigned.
7. The determination of the safety, health, and property-protection measures provided by the Fire-EMS Department for the citizens of Casper.
8. The selection, promotion, or transfer of employees to supervisory or other managerial or division assignments.
9. The allocation and assignment of work to employees within the Fire-EMS Department.
10. The determination of policy affecting selection or training of employees. The Union shall be informed, in writing, of any changes in policy prior to implementation of policy, unless such policy is placed in effect to immediately protect employees or City assets from injury, harm, or damage. Every effort shall be made to disseminate such a policy in an expedited manner to employees without delay.
11. The scheduling of operations and determination of the number of hours of assigned duty per week.
12. The establishment, modification, and enforcement of Fire-EMS Department rules, regulations, and orders.
13. The transfer of work from one position to another within the classified service of the Fire-EMS Department.
14. The introduction of new, improved, or different methods and techniques of operation of the Fire-EMS Department or of changes in existing methods and techniques, so long as said methods and techniques or changes do not increase unreasonably the risk of injury or illness or any way threaten the safety of any member of the Fire-EMS Department.
15. The placing of service, maintenance, or other work with outside contractors or other agencies of the City.
16. The determination of the number of ranks and the number of employees within each rank.
17. The determination of the amount of supervision necessary.
18. The transfer of employees from one station to another.

- 19. The right to institute, continue, modify and/or discontinue, without any requirement to negotiate or otherwise receive the consent of the Union, a program of assigning employees to work out-of-class on a temporary basis for training or other purposes. Such programs may involve the payment of extra compensation to employees working out-of-class. Re-assignment of any employee, not related to disciplinary action, shall not result in demotion. This provision is not applicable to Article IV, Section 23 - Acting Pay.

- 20. Every effort will be made to maintain a platoon staffing level of at least eighteen (18) personnel. The platoon staffing assignments will normally be as follows:
 - (3) Personnel on Engine 1
 - (3) Personnel on Engine 2
 - (3) Personnel on Engine 3
 - (3) Personnel on Engine 5
 - (3) Personnel on Engine 6
 - (1) Personnel on Rescue 1
 - (1) Personnel on Truck 1
 - (1) Personnel on Fire 1
 - (18) Platoon Personnel

The minimum staffing level will be maintained unless the City of Casper's budget declines to extreme financial circumstances. Extreme financial circumstances shall be defined by current receipts generated from State general sales tax, property tax, direct distribution payments, mineral tax, and severance tax which, for three consecutive months, are below 67% the monthly average of General Fund operating expenses (excludes capital expenditures and transfers) as determined from the most recent completed annual City of Casper financial audit.

It is agreed that no conduct or action of the City or the Union hereunder shall be inconsistent with any provision of the Agreement, Personnel Rules and Regulations, Civil Service Rules and Regulations, and the Laws of Wyoming governing Fire Fighters, and the discretionary power invested in the City and the Fire-EMS Chief shall not be exercised in an arbitrary or capricious manner.

The exercise of such rights does not preclude employees or the Local from initiating a grievance as set forth in this Agreement for any alleged violation of this Agreement, Personnel Rules and Regulations, Civil Service Rules and Regulations, and the Laws of Wyoming governing Fire Fighters.

Section 2 - Probationary Period.

New employees shall be subject to a probationary period as established in State Law from the date of last hiring, and shall not become regular employees until after completion of said period. Probationary employees may be terminated at any time in the sole discretion

of the City, without notice, and such termination shall not be subject to the grievance procedure. Upon satisfactory completion of the probationary period, the employee shall acquire seniority status from the date of last hire.

Section 3 - Performance Evaluation (Proficiency Rating).

The methods and procedures involved in performance evaluation shall be the responsibility and at the discretion of Management. Management shall be responsible for providing the fairest evaluation and techniques practicable. Fire-EMS Department supervisors shall be responsible for evaluating individuals as fairly as practicable.

Section 4 - Rules and Regulations.

The City shall have the right to make such reasonable directions, rules, and regulations as may be deemed necessary by the City for the conduct and management of the affairs of the City, and the Union agrees that the employees shall be bound by and obey said directions, rules, and regulations. The City agrees that no directions, rules, or regulations will be made which are in conflict with this Agreement. Employees shall promptly and efficiently execute the instructions and orders of those above them in the chain of command. If an employee or employees believe a direction, rule, regulation, instruction, or order of a supervisor is unreasonable or unjust, the employee or employees shall comply with the direction, rule, regulation, order, or instruction of the supervisor, but with the further provision that such employee or employees may regard the direction, rule, regulation, order, or instruction as a grievance which shall be handled in accordance with the grievance procedures set forth in Article II, Section 1, of this Agreement.

Any rule or regulation not specifically addressed in this Agreement but outlined in the Rules and Regulations of the Civil Service Commission of the City of Casper, Wyoming and the City of Casper Personnel Rules and Regulations, as from time to time amended, shall apply to the employees.

In the event that an employee or employees shall refuse to comply with a direction, rule, regulation, or shall refuse to execute promptly and efficiently an instruction or order of a supervisor, the City shall have the right, at its option, to suspend or discipline the offending employee or employees, subject to the Civil Service Rules and Regulations, and the laws of Wyoming governing Fire Fighters.

In the case of an administrative investigation conducted by Human Resources, Risk Management, the City Attorney's office or the Fire-EMS Chief and/or their respective designees, failure to answer questions regarding employment may result in disciplinary action up to and including termination. In that case and circumstance, the employee shall be advised by the person investigating the situation that nothing stated by the employee in the administrative investigation can be used against that employee in any subsequent criminal investigation pertaining to that employee.

ARTICLE IV

UNION RIGHTS, RESPONSIBILITIES AND BENEFITS

Section 1 - Responsibility.

Union Responsibility: The Union recognizes its responsibility as bargaining agent and owes the same responsibility to all employees, whether Union members or not, in compliance with all applicable state statutes.

Section 2 - Strikes.

The Union agrees that there shall be no strikes, slow-downs, stoppage of work, or any interference with the management of the Fire-EMS Department. The City agrees that there shall be no lock-out of Fire Fighters.

Union officials shall be responsible for taking affirmative steps to return employees to work or resume full services if a strike or slow-down occurs. Action by Union officials would include:

Prompt disapproval of such conduct by public announcement.

Posting of general notice in employees' meeting location explaining such disavowal; and advising employees individually that such conduct is unlawful and prohibited by this Agreement.

The City shall have the right to discipline or discharge any employee encouraging or participating in a strike, slow-down, or other interference in accordance with this Agreement, the Personnel Rules and Regulations, Civil Service Rules and Regulations, and the laws of Wyoming governing Fire Fighters.

Section 3 - Wage Schedule.

A. Effective July 1, 2022, employees will be paid according to the following:

Grade	Position	Step	Platoon Hourly Rate	Days Hourly Rate
FB12	Fire Trainee (NE)	1	\$18.59	\$26.10
FB15	Firefighter (NE)	1	\$19.71	\$27.66
		2	\$20.69	\$29.05
		3	\$21.72	\$30.50
		4	\$22.81	\$32.02
		5	\$23.95	\$33.62
FB18	Fire Engineer (NE)	1	\$21.72	\$30.50
		2	\$22.81	\$32.02
		3	\$23.94	\$33.62
		4	\$25.14	\$35.30
		5	\$26.40	\$37.07
FB24	Fire Captain (NE)	1	\$25.00	\$35.10
	Community Risk Reduction (CRR) Officer (NE)	2	\$26.24	\$36.84
		3	\$27.55	\$38.68
		4	\$28.93	\$40.61
		5	\$30.37	\$42.63
FB24	Battalion Chief (NE)	1	\$27.49	\$38.60
		2	\$28.80	\$40.45
		3	\$30.24	\$42.47
		4	\$31.77	\$44.54
		5	\$33.35	\$46.81

Note: Promotions will result in no less than a 5% pay increase.

*If a cost of living (COLA) increase or bonus is granted to other employees of the City within the term of this Agreement it shall be applied to employees covered by this Agreement without amending this Agreement.

Members shall receive an additional 3.5% COLA in the first full pay cycle of January 2023 if sales tax revenue exceeds projections in the first six (6) months of FY2023 by at least \$425,000.00. This provision is only applicable through December 31, 2022.

An employee will advance to the next wage step on his/her next anniversary date. "Anniversary date" is defined as the date the employee in question was initially hired, unless the employee has been promoted, in which case the date of his last promotion is the anniversary date. Employees in wage Step 5 will not receive a step increase.

Receipt of a step increase is not an indication of satisfactory job proficiency or performance.

- B. The hourly rate set forth above will be the employee's straight time hourly rate. For the purpose of computing overtime, this rate will be multiplied by one and one-half.
- C. Pay Cycle. Employees will be assigned ninety-six (96) hours of work, every twelve days and will be paid pursuant to the Fair Labor Standards Act (FLSA) requirements. Employees may also be offered or assigned callback hours and if working on a holiday will receive pay calculated at holiday rate. Employees will be paid the remainder of hours worked, no more than four (4) business days after the end of the 12-day work period.

Section 4 - Overtime.

Employees will be paid for actual hours worked in accordance with the FLSA. Hours not worked such as, vacation, disability, Family Medical Leave (FML), and bereavement, will not count as hours worked for the purposes of calculating overtime except in the case callback hours.

A. Callback.

In keeping with the policy of the City to maintain an effective firefighting force, it may be required for employees to work overtime on a shift basis. Full and partial callbacks shall be compensated at one and one-half (1.5) times the employee's hourly rate of pay or, comp time may be taken in lieu of pay, if selected by employee, which is earned at a rate of one and one-half (1.5) hours per hour worked. Rotating seniority overtime lists are established by the Department. Employees may be called in rotating order, when necessary, to fill positions.

1. Partial callback of twenty (20) hours or less will be administered by calling down the list, which begins with the least senior of the employees. A name is crossed off the list if: 1) the employee is unreachable, 2) he/she refuses the callback, or 3) he/she accepts the callback.

In the case of partial callbacks that are numerous and known well in advance, management may post a list of available partial callbacks and members may sign up for them.

A sign-up list will be posted and all personnel will be notified by email. For the first week employees may sign-up for a limited number of slots (determined by Battalion Chief). Multiple picks may be made in each round following the first week depending on the number of partial callbacks available until all slots are filled. Management will specify how many slots can be chosen for each round of picks.

If the employee cannot make the scheduled callback, he/she will find a replacement, change the master list, and notify the on-duty Battalion Chief.

2. Full-time callback of twenty (20) hours or more will be administered by calling down the list, which begins with the least senior of the employees. A name is crossed off the list if: 1) the employee is unreachable, 2) he/she refuses the callback, or 3) he/she accepts the callback.
3. Exceptions: If, at the time of callback, an employee is participating in a department-sponsored required, or non-required, activity, he will not be crossed off the callback list. Department-sponsored activities include, but are not limited to the following:
 - a. Classes
 - b. Seminars
 - c. Conferences
 - d. Meetings
 - e. Testing processes
 - f. Scheduled time trades
 - g. Wildland assignments
 - h. FEMA assignments
 - i. In the event that an activity does not fit into any of the above categories, the Fire-EMS Chief, or the Fire-EMS Chief's designee, will make the final determination if the activity is department sponsored.

No employee shall be called for less than two (2) hours and shall be allowed one hour to report for duty after being contacted by pager, telephone or other direct means. Forwarding of employees assigned pagers will be allowed. Overtime pay shall be at one and one-half (1.5) times for each callback hour so worked. Employees held over for reasons of manpower other than emergencies shall receive overtime pay at one and one-half (1.5) times the employee's base rate for each hour so worked. Except in the case of emergencies and/or special operations, overtime pay on a holiday shall be paid at three (3) times the employee's hourly rate of pay.

B. Emergency Callback and Special Operations.

Callback in the case of any emergency or special operations, including those occasions on holidays, shall be paid at one and one-half (1.5) times the employee's hourly rate of pay and the employee shall be compensated for a minimum of four (4) hours, regardless of the duration of the emergency callback. If the emergency callback exceeds four (4) hours of work, the employee shall be compensated for the entire duration of said emergency callback.

C. Platoon Personnel.

Platoon employees shall be paid at the rate of one and one-half (1.5) times the employee's hourly rate of pay for all hours worked in excess of ninety-one (91) hours in a 12-day work period, except as provided in Paragraph "A" above.

D. Day Personnel.

Other employees of the Department not exempt under the terms of the FLSA will be paid at the rate of one and one-half (1.5) times the employee's hourly rate for all hours worked in excess of forty (40) hours in a seven (7) day work period.

E. Compensatory Time.

Compensatory time, which is earned at the rate of one and one-half (1.5) hours per hour worked, may be awarded in lieu of pay for department-related work or education when that work or education must be completed outside the regularly scheduled work period.

Management reserves the right to cash-out compensatory time balances. Compensatory time can be used when the absence does not necessitate a callback at the time it is scheduled. Compensatory time must be scheduled at a minimum of two (2) hours per use. Compensatory time may be scheduled with the on-duty Battalion Chief and/or Acting Battalion Chief starting at 0800 on the shift that it is to be used on a first come first serve basis. Management will make reasonable effort to permit the use of compensatory time as requested by the employee. Compensatory time may incur roving charges to the Fire-EMS Department at no penalty to the employee. The maximum accrual for compensatory time will be forty-eight (48) hours for platoon personnel and forty (40) hours for day personnel.

Section 5 - Clothing Allowance.

The employee shall be responsible for reasonable care of his equipment and willful neglect shall be cause for disciplinary action. The clothing shall be worn during duty hours only, to and from work, community relations work, and Fire-EMS Department functions, and any deviation will be considered misuse of City property and may be subject to disciplinary action. The City shall provide for the normal care and maintenance of said equipment to ensure that it be kept in good and safe condition.

All entry-level platoon personnel shall be granted a uniform credit equal to the actual cost of three (3) work uniforms (3 shirts and 3 pair of trousers); one (1) pair of safety boots or safety shoes; and, two (2) tee-shirts , and any other item required.* Uniforms are the property of the City of Casper and upon termination or resignation from the Fire-EMS Department, prior to completion of the probationary period, all clothing issued or paid for by the City of Casper shall be returned to the Department.

Upon permanent assignment, a dress uniform will be furnished consisting of the following: one (1) dress cap, one (1) dress coat, one (1) pair dress pants, rank and classification badges and insignia required, and one (1) pair of dress shoes.

All platoon personnel below the rank of Deputy Chief shall be granted annual uniform replacement credit equal to the actual cost of one (1) work uniform (one shirt and one pair of pants); one (1) pair of safety boots or safety shoes; and, two (2) tee-shirts, and any other item required.* The credit can be used for the purchase or replacement of any item required to be worn by the uniform policy which is issued by the City. It can also be used for any approved optional item of clothing. The City shall provide for normal repair or replacement of the current allotment of clothing, except as provided in the first sentence of Article IV, Section 5. Repair and replacement of clothing purchased in prior Agreement years shall be the exclusive responsibility of the employee.

The uniform order will be provided to all employees no later than June 15. The employee order form will be completed and submitted by July 15 and the uniform items will be ordered no later than August 1.

All day personnel shall be allotted the amount of the annual uniform allowance and can either order from the uniform list or purchase civilian clothes and be reimbursed up to the same dollar amount allotted to each employee. The Union and Management may mutually agree on instances where exceptions are necessary.

All employees shall be provided a uniform jacket as needed.

*The above items, where appropriate, shall be Nomex or National Fire Protection Association (NFPA) approved.

Section 6 - Hours of Work.

Platoon Personnel.

It is agreed that the declared work period for such employees is twelve (12) days, and that they shall work in twenty-four (24) hour shifts, on a three (3) platoon basis as described in the 48/96 schedule listed below. The declaration is made pursuant to 29 USC Section 207(K) and 29 CFR Part 553.

1. The 48/96 shift schedule is a three-platoon system in which employees work two consecutive twenty-four hour shifts for a total of forty-eight (48) hours, and have ninety-six consecutive hours off. A typical work period is as follows:
X= work day, and O=day off: XXOOOOXXOOOOXXOOOO and so on.
2. A shift is defined as twenty-four (24) hours.
3. The maximum consecutive hours an employee can work will be ninety-six (96). If an employee has reached his maximum hours worked they will not be removed from a callback list.

4. In the event a shift is scheduled to work both December 24th and December 25th of the same year, the shift assigned to work December 23rd will be reassigned to work on December 24th. The shift originally scheduled to work December 24th will be reassigned to work December 23rd.
 - a. In the event that this effects the hours of work in a work period, other reassignments shall be agreed upon by labor and management.
5. It is agreed that the declared work period for platoon employees is twelve (12) days.

Employees required to travel from one work duty station to another and are notified before 0800 shift exchange shall be paid in fifteen (15) minute increments to gather firefighting equipment and travel to new station. Time shall be requested via an electronic timekeeping system for supervisor approval. No travel time will be paid for travel required for employee shift exchange as in Section 19 – Shift Exchange.

Federal mileage reimbursement rate, as from time to time may be adjusted, for business use for a personal vehicle.

Employees shall use mile amounts listed below when roving from station to station during a scheduled shift (and when the employee is not receiving Roving Time).

Mileage Reimbursement Matrix	Station 1	Station 2	Station 3	Station 5	Station 6
Station 1	0	4	2	4	5
Station 2	4	0	4	6	5
Station 3	2	4	0	3	8
Station 5	4	6	3	0	10
Station 6	5	5	8	10	0

For the purposes of calculating mileage rates, the below station addresses shall be used:

Station Address List:	
Station 1	200 W. 1st St
Station 2	4000 S. Coffman Ave.
Station 3	2140 E. 12th St.
Station 5	555 Landmark Dr.
Station 6	185 Valley Dr.

Day Personnel. The normal work period shall consist of eight (8) hours per day, with five (5) days of work scheduled during a seven (7) day work period. Normally, the workdays would be Monday through Friday. Work schedules shall be at the discretion of the Fire-EMS Chief.

Section 7 - Pension Payroll.

The City and the employees shall pay their proportionate share into the Firemen's Pension Fund, as required by the State Treasurer in accordance with State Law. The proportionate shares shall be calculated on the gross pay with each payroll processed.

Effective July 1, 2022, the City will contribute 16% of employee's compensation towards the Plan "B" retirement.

If the state determines that the "B" pension has reached a level where it is no longer necessary to fund the plan at the 16% level, the City will make available to the individual employee the option of contributing the difference between the required State contribution and 16% to the State of Wyoming's Deferred Compensation plan (457). However, each employee must match the City's contribution to the State of Wyoming's Deferred Compensation plan dollar for dollar. (An example would be, if the State dropped the required City contribution from 16% to 14%, the City would contribute up to 2% to the State of Wyoming's Deferred Compensation plan (457) contingent upon the individual employee contributing the same amount as the City, i.e. up to 2%). The City has no further obligation if the employee does not participate by matching the dollar amount.

The State of Wyoming's Deferred Compensation plan (457) is designated for all employees covered by this Collective Bargaining Agreement who opt to participate in the City sponsored Deferred Compensation plan.

Section 8 – Medical, Dental, Behavioral Health, and Basic Life Insurance.

Health insurance costs, which include major medical and dental coverage, are to be shared by the employee and the City. Employees will enjoy the same health insurance benefits and pay the same premiums as all other regular full-time City employees. Premiums may be adjusted from time to time.

The City shall provide up to four (4) behavioral health consultations annually, up to \$250.00 per consultation per member, not to exceed \$1,000 per fiscal year. Choice of provider shall be at the sole discretion of the member, with provision that the provider is certified in a specific area of practice. The member seeking reimbursement shall provide a receipt for services provided to Human Resources for processing within sixty (60) days of receiving said services.

Life insurance benefit shall be provided through the State of Wyoming benefits at a level equivalent to the employee's annual salary to a maximum of \$50,000. This coverage will be provided at no cost to the employee up to the age of 60. During the transition between life insurance policies the City agrees to ensure no lapse in life insurance coverage.

Employees retiring after the effective date of the 1997-98 Collective Bargaining Agreement, and their dependents, shall enjoy the same health insurance benefits and pay the same premiums as all other City retirees. "Retirement" shall mean separation from the City as an Employee upon terms that entitle the employee to receive a service or disability pension under Article 2 or 4, Chapter 5, Title 15, of the Wyoming State Statutes, as amended.

A Retirement Health Savings (RHS) Plan with Mission Square shall be provided to all employees covered by this Collective Bargaining agreement. Such Plan shall have a direct mandatory Employer contribution of \$1,000 each plan year per employee, and a direct mandatory contribution of \$1,000 per Employee covered by this Collective Bargaining Agreement each Plan year. This benefit is mandatory and requires enrollment of all employees covered by this Collective Bargaining Agreement. A participant who separates from the service of the Employer prior to retirement will be eligible to receive benefits immediately upon separation from service.

Nothing herein shall be construed to limit any rights of the parties under law to negotiate an alternative health and dental insurance plan.

Section 9 - Vacation.

Platoon Personnel:

Definitions:

Shift: A "shift" equals twenty-four (24) hours.

Partial Vacation Shift: Partial vacation shifts are only available in 12-hour increments limited to blocks beginning at 0800 and 2000.

Anniversary Date: In reference to the vacation selection process, an employee's anniversary date shall be the original date of hire.

Pick: A "pick" is defined as consecutive duty cycle(s) (tours), or a partial or a single shift.

Full Duty Cycle or tour: A "full duty cycle or tour" is defined as 2 consecutive regularly scheduled 24 hour shifts.

Accrual and Balances:

Platoon Personnel:

Effective July 1, 2012, the vacation accrual shall be as follows:

- A. Service of less than 5 years – 8 shifts (6.31 hours / 12-day pay period)
- B. Service of 5 or more, but less than 10 years – 9 shifts (7.10 hours / 12-day pay period)

- C. Service of 10 or more, but less than 15 years – 12 shifts (9.47 hours / 12-day pay period)
- D. Service of 15 or more, but less than 20 years – 13 shifts (10.26 hours / 12-day pay period)
- E. Service of 20 or more –14 shifts (11.05 hours / 12-day pay period)

All platoon personnel may have, up to, a maximum of three hundred sixty-nine (369) vacation hours in their vacation bank.

Vacation Selection Process:

The vacation selection process shall begin no later than November 1 of each year. Vacations shall be selected by December 31 of each year for the following year. Vacation shall be selected on a rotating seniority basis on each platoon. Vacation picks can be chosen or floated during rotating seniority picks. Vacation leave shall be maintained with a positive balance after December 31, 2014, unless written approval is granted by the Fire-EMS Chief.

Prior to January 1st, no more than three (3) persons can be scheduled on vacation on any given shift. Two of the three vacation slots are reserved for full duty cycle (tour) vacations until January 1. A third vacation slot is available for full tour, single, or partial shifts. A single vacation period may not exceed a consecutive twelve (12)-shift period.

Examples:

Correct selections prior to January 1st:

July 3-4	Jones, White, Johnson (4)
July 3-4	Jones, White, Johnson

Incorrect selections prior to January 1st:

July 3-4	Jones, White (4), Johnson (4)
July 3-4	Jones, White (3), Johnson (4)

Two of the three vacation slots are reserved for full duty cycle (tour) vacations until January 1. Therefore, in this example Johnson could not schedule a single or partial shift during the selection process as White had already selected a single shift during the tour.

Floating Shifts:

Floating shifts may be chosen first come first serve after January 1st and may be used in any open vacation slot. Floating shifts may be taken as full shifts, or as partial (12-hour) shifts. Vacation slots must be picked by 0700 of the day chosen.

A fourth floating vacation slot is available after January 1st only when scheduled staffing is such that a fourth vacation slot will not cause a drop below minimum staffing levels. An employee using a fourth vacation slot must provide a standby to cover the vacation shift in the event said vacation shift would cause a callback. The standby must be available until 0700 of the shift taken. Floating shifts used for the purpose of time trades will not result in any additional expense to the City (i.e., you must have a standby in the event the shift is in a callback situation).

The Fire-EMS Chief may allow re-selection in the event vacation slots become available after December 31. Vacation hours may be used in the event of an emergency with the approval of the on-duty Battalion Chief. Only in this use can vacation be taken in increments other than 12 or 24 hours.

Holidays:

If a platoon employee is on vacation, and his/her assigned platoon works a holiday, he/she shall be granted another shift of vacation (i.e. a "replacement" holiday shift), but said employee shall not be eligible to receive compensation for such holiday at double time. If an employee chooses to take a replacement holiday shift on a holiday, no extra time shall be granted, nor shall the employee be paid double time for such a day of vacation.

Day Personnel:

Effective July 1, 2010, the vacation shall be as follows:

- A. Service less than nine years – 14 business days (4.31 hours per bi-weekly pay period);
- B. Nine years, but less than fifteen – 20 business days (6.15 hours per bi-weekly pay period);
and,
- C. Fifteen years, but less than twenty – 24 business days (7.38 hours per bi-weekly pay period).
- D. Twenty years or more – 25 business days (7.69 hours per bi-weekly pay period).

A business "day" equals eight (8) hours.

In reference to the vacation selection process, an employee's anniversary date shall be the date of hiring. Vacation time shall be taken when such time does not impair the operational needs of the Fire-EMS Department and notice shall be given to the employee's supervisor prior to the requested vacation time.

Day personnel will have a maximum accrual limit of two hundred sixty-three (263) hours. Vacation balances shall not be negative.

Upon separation of employment with the City of Casper, up to a maximum of three hundred sixty-nine (369) hours of the employee's accrued vacation time shall be paid to him/her in accordance with the hourly rate the employee was receiving at the time of separation from service. Any vacation balance in excess of three hundred sixty-nine (369) hours shall not be compensated to the employee by the City of Casper. In the event of death of an employee all of the employee's accrued vacation time, at the time of death, shall be paid to his/her estate in accordance with the hourly rate the employee was receiving at the time of his/her death.

Section 10 - Holidays.

All platoon personnel whose duty cycle begins at 0800 on any of the following listed dates shall be compensated for such work at two (2) times their base pay, provided, however, they actually work such duty cycle on the actual day of the holiday.

1. New Year's Day
2. President's Day
3. Memorial Day
4. Independence Day
5. Labor Day
6. Columbus Day
7. Veterans Day
8. Thanksgiving Day
9. Day after Thanksgiving
10. Christmas Day

In the event the City of Casper grants any City employees more than ten (10) holidays annually, employees shall be granted such additional holiday or holidays nearest to Christmas Eve or New Year's Eve

Platoon employees who work on any of the above dates shall be compensated as above. Day personnel shall observe the holiday recognized by general City employees for those holidays listed above.

Employees on leaves without pay are not eligible for holiday pay.

Section 11 – Disability Leave.

- A. Platoon Personnel: Disability leave for non-duty connected injury or illness shall be accrued at the rate of 6.63 hours per 12-day work period or 8.4 shifts per year. Disability leave shall be charged per hour used. Disability leave accumulation shall commence at date of employment.

- B. Day Personnel: Disability leave for non-duty connected injury or illness shall be accrued at the rate of 5.54 hours per bi-weekly pay period, one and one-half (1-1/2) days per month eighteen (18) days per year of continued employment.
- C. Disability leave shall be granted upon request, provided that the Fire-EMS Chief may require a written affidavit of the employee or a written doctor's statement before approving the use of disability leave pay. Employees shall be charged for one (1) hour of disability leave for every hour of disability leave used, calculated to the nearest hour within a one (1) hour minimum.
- D. Disability leave may be used for medical conditions in the immediate family.
- E. Disability leave (up to 48-hours per instance) may be used for attendance at the employee's child's delivery. Up to an additional 48-hours may be used upon approval of the Fire-EMS Chief in extenuating circumstances.
- F. Up to 48-hours of bereavement leave may be used for death in the immediate family. This bereavement leave will not be deducted from the employee's disability leave bank. Shifts of disability leave shall be granted with the approval of the Fire-EMS Chief in extenuating circumstances. Immediate family shall be defined as parent, grandparent, brother, sister, child, grandchild, or spouse and equivalent relations by marriage. Up to 48-hours of disability leave can be used in the case of death of the employee's and by marriage equivalent: aunt, uncle, niece, or nephew. Additional shifts of disability leave shall be granted with the approval of the Fire-EMS Chief.
- G. Disability leave shall be accrued by employees without limit.

The City will provide a payout in July 2020, for all Union members that had an individual disability leave balance as of July 11, 2018. The payout will be either based upon the employee's disability leave balance as of June 11, 2020, or frozen balance as of July 11, 2018, whichever is lower. The payout will be calculated by determining one-half (1/2) of the qualified employee's disability leave balance, not to exceed one-fourth (1/4) of the employee's annual scheduled hours of work. The qualified employees will be allowed to keep the disability leave hours in their disability bank, even after the payout occurs. With this payout, there is to be no expectation for any future disability leave payouts.

- H. Disability leave will be available to employees who trade time, upon the approval of the Battalion Chief or Station Captain. Refer to Section 19 on shift exchange.

Any false representation, when substantiated by a medical doctor, chosen and paid by the City, made by an employee in connection with a claim for disability leave benefits shall be deemed just cause for discipline.

- J. For platoon personnel, disability leave will not be used for non-departmental scheduled medical appointments without prior approval of a supervisor.

- K. New employees will receive a bank of eighty (80) disability hours at time of hire, which is available for use immediately.

Section 12 - Injury Leave.

- A. Whenever a classified employee of the Fire-EMS Department is injured while within the scope of his job responsibilities, he/she shall apply for benefits as provided by the Wyoming Worker's Compensation Act. The employee also shall have the option of using disability leave and, when disability leave is exhausted, vacation, to bridge and/or supplement worker's compensation benefits.

In the event of a duty-connected injury which necessitates an absence from duty for less than 72 consecutive hours, the employee shall have the option of using up to 48-hours of disability leave for said injury. In the event of a duty-connected injury which necessitates an absence of 72 consecutive hours or more, the employee shall have the option of using disability leave and, when disability leave is exhausted, vacation at the rate of 8 hours for each 24- hour absence from duty due to compensable injury. The option to use disability leave or vacation to supplement worker's compensation payments shall cease as of the earliest date that the employee is eligible for retirement or disability pension in accordance with the provisions of the Firemen Pensions and Death Benefits Act.

- B. In the event that a Worker's Compensation Claim is approved and subsequently it is found that just cause exists to contest said claim, Management may file a grievance, as provided for herein, prior to taking any other remedial action.
- C. Any false representation made by an employee in connection with a claim for State Compensation benefits shall be deemed just cause for discipline.
- D. Employees returning from injury leave refer to the physical fitness section of the Fire-EMS Department Policy Manual for return to full duty requirements.
- E. Temporary light duty work agreements shall be at the discretion of the Fire-EMS Chief. Temporary light duty work assignments will not start without a note listing specific restrictions from the medical care provider that the employee is being treated by. The note of restrictions shall be provided to Risk Management who is responsible for creating and maintaining all temporary light duty work agreements. Temporary light duty work assignments shall begin at the beginning of the next closest pay period being able to return to work in a light duty capacity.

During the time employees are in a temporary light duty capacity, vacation, and disability leave accruals will remain at the Platoon accrual rate.

Section 13 - Family and Medical Leave Policy.

The City will abide by the provisions of the Family and Medical Leave Act (FMLA) of 1993, and employees will be covered by the City-wide policies related thereto, as they are amended from time to time.

An employee shall have the right to use accrued disability, vacation, and comp time for any injury or disability (including disabilities that qualify under the Firefighter Presumptive Disability for Certain Diseases Act, Wyoming Statute Sections 27-15-101 *et seq.*), regardless of any FML time period until the employee is able to return to light or full duty, is eligible for retirement, or qualifies for a disability pension. The Fire-EMS Chief reserves the right to request fitness for duty, functional capacity, or other medical or physical examinations during any disability leave period.

Section 14 - Career Development.

Employees may be granted time and expenses to attend conferences, conventions, and schools each year. Employees attending approved career development opportunities will be granted education hours, in addition to the travel, classroom attendance, and homework hours, to maintain regular scheduled work period hours.

Expenses shall include lodging, air transportation, ground transportation, tuition, and meals. All requests for schools and conferences shall be made to the Fire-EMS Chief or his designee. Time off will be granted based upon operational needs of the Fire-EMS Department.

Section 15 - Incentive Pay (State of Wyoming Certification and Education).

The following grid stipulates incentive pay that will apply to all employees covered by this Agreement. The incentive percentages shown on the grid are to be applied to the employees then hourly rate of pay to determine the amount of the additional incentive pay, which percentages, in no event, shall accumulate to a total of more than of 7.5%. Incentive pay may change from year to year depending on what certifications and/or education is achieved. It is the responsibility of the employee to provide the Fire-EMS Chief a copy of the certification and/or education upon receipt of certification/degree and immediately upon a change or the expiration of certification(s). Positions authorized to receive said incentive pay will be at the discretion of the Fire-EMS Chief.

1% Incentive	2.5% Incentive	3.5% Incentive	5% Incentive	7.5% Incentive
CAR SEAT TECHNICIAN	EMT – INTERMEDIATE	B.A./B.S.	EXECUTIVE FIRE OFFICER	PARAMEDIC
HAZMAT TECHNICIAN	P.O.S.T.		M.A./M.S.	
PLATOON COORDINATOR	A.A./A.S.			
SCBA				

PIO				
EMT - ADVANCED				
FIRE & EXPLOSION INVESTIGATOR				
FIRE PLANS EXAMINER				
ENGINEERING TECHNOLOGIES TECHNICIAN				
FIRE PROTECTION SPECIALIST TECHNICIAN				

Those who currently receive incentive pay of \$0.10/hour for 32 credit hours will be grandfathered and shall continue receiving this rate of incentive pay. As of the date of this Agreement, those who are grandfathered in will be the only ones to receive incentive pay for 32 credit hours.

All accreditation must be sanctioned by institutions governed under the American Council on Education and verification must be presented to the Fire-EMS Chief, or his designee, prior to payment. All degrees must be in Fire Science, Public Administration, Business Administration, Health Sciences, Education, or a related field.

Tuition reimbursement shall follow the City's Tuition reimbursement program (Appendix A).

Section 16 - Rule Changes.

The Union shall be given vocal consideration of rule changes proposed by the City to the Civil Service Commission.

Section 17 - Union Business.

- A. The Union shall notify the Fire-EMS Chief of the names of the Officers of the Union within at least one week following their designation. When approved by the Fire-EMS Chief, the President, or in his absence, the Vice-President and the Secretary-Treasurer, shall be allowed time off to attend Local 904 Union meetings. Said approval shall be granted by the Fire-EMS Chief when said leave would not disrupt or interfere with the service of the Department. In determining whether or not to grant such leave, the relative interests of the parties and the circumstances of the parties at the time such leave is requested shall be considered, as well as the purposes for the leave. The Union shall endeavor to conduct all necessary Union business during the non-working time of the greatest number of employees required for such business.
- B. When approved by the Fire-EMS Chief, four (4) members of the Union Negotiating Committee shall be granted leave from duty with full pay for all meetings between the City and

the Union for the purpose of negotiating the terms of an agreement, when such meetings take place at a time during which such members are scheduled to be on duty. Said approval shall be granted by the Fire-EMS Chief when said leave would not disrupt or interfere with the service of the Department. In determining whether or not to grant such leave, the relative interests of the parties and the circumstances of the parties at the time such leave is requested shall be considered, as well as the purposes for the leave.

- C. Four (4) members of the Union Grievance Committee shall be granted leave from duty with full pay for all meetings between the City and the Union, for the purpose of processing grievances, when such meetings take place at a time during which such members are scheduled to be on duty, provided that such time off shall not interfere with the administration and operation of the Fire-EMS Department.
- D. The President and the Vice-President, or their authorized representative, shall be allowed a combined total of six (6) calendar days per year off with pay to attend I.A.F.F. seminars and conventions, Federated Fire Fighters of Wyoming organization meetings, negotiation sessions, labor/management meetings, or preparation for negotiations, or meetings between City and Union. In no case may more than two (2) on-duty employees be absent from work at any given time. The Fire-EMS Chief must be notified in advance of said absences, except in extenuating or aggravating circumstances.

In addition, whenever the above representatives are working on legislative problems of mutual interest to the City and the Union, as agreed upon by the Union President and the City Manager such as revenue legislation, pension meetings with the Wyoming Association of Municipalities, or with a State legislative committee, they shall be allowed time off with pay to attend these meetings.

- E. No employee shall leave his/her assigned job or position without first duly reporting to his/her supervisor when he/she leaves and immediately upon his/her return.
- F. Members of the Union are permitted to attend the Legislative Session for any purpose, except that such attendance shall not be at a time when the employee is being compensated by the City, unless such payment is as a result of a shift exchange as provided in the first paragraph of Section 19 of this Article.

Section 18 - Public Service.

Any member of the Fire-EMS Department who is appointed to a City-related public office, governmental commission, or governmental committee, which shall not be a full-time position, may be granted leave from duty without loss of seniority or other benefits upon the approval of the Fire-EMS Chief. In this instance, the City will pay, in wages, the difference between any payment received for said service/s, if any, and wages for the employee's regularly scheduled work period.

Section 19 - Shift Exchange.

SHIFT EXCHANGE FOR LEGISLATIVE USE:

For purposes of the provisions of Article IV, Section 17(f), employees may, by agreement between themselves, exchange shifts so long as: (1) a suitable replacement is provided by the employee attending the Legislative session; (2) attendance by the employee at the Legislative session results in no added cost to the City; Shift exchanges under this Section may be canceled by the Fire-EMS Chief, or his/her designee, if such cancellation is necessary to insure full shift strength, or in the event of an emergency.

SHIFT EXCHANGE FOR GENERAL PURPOSES:

Exclusive of the provisions of Article IV, Section 17(f), employees may by agreement between themselves, exchange not to exceed 26 shifts annually with the consent of their superior. Shift exchanges for attendance at National Guard Camp, or donation of time by employees to any member representing the Union in Local 904 affairs, shall be permitted, but lists setting out such replacements and shifts to be served must be submitted to the Fire-EMS Chief fifteen (15) calendar days prior to departure, except in extenuating and aggravating circumstances.

Disability leave will be available to employees who trade time, upon the approval of the Battalion Chief or Station Captain. The Battalion Chief may ask the employee to report to the station to verify the illness or injury. Employees who use disability leave on a time trade will be required to report the hours as "time trade disability". Employees will not receive payment for time trade disability hours, but will have those hours deducted from their disability bank.

The Union holds the City harmless from any action or inaction due to exchanged shifts. In the event an employee terminates employment, all shift exchange obligations are the responsibility of all individuals involved. Employees may not project termination dates, (except in some retirement situations to meet service requirements) to include any form of paid time off.

Section 20 - Off-Duty Work.

The use of off-duty time by a member of the Fire-EMS Department, when not in uniform, shall not be subject to any restriction by the City, except as to avoid overtime pay as provided under applicable labor laws and regulations, provided that no such use of off-duty time shall materially interfere with such member's performance while on duty, nor promote conflict of interest.

Section 21 - Union Representation

Employees have the right to Union representation at a disciplinary meeting. It is the employee's responsibility to request Union representation. Union representation is defined as a Local 904 member that is a current Executive Board Member. Management is defined as the Fire-EMS Chief or his or her designee.

- Management may not select the Union representative for the employee.

- Management should allow time for the employee to consult with a Union representative before the meeting. Work time must be granted if the expediency of the meeting does not allow for the use of personal time for this consultation.
- Management cannot require the Union representative to remain silent throughout the meeting.
- Employees cannot unreasonably delay the disciplinary meeting by insisting on a Union representative who is absent from the work site when there is another representative available.
- The Union representative shall not transform the meeting into an adversarial confrontation between the Union and the employer.
- If Union representation is requested, then both management and Union representation shall keep official minutes of the disciplinary sessions. Both parties shall exchange copies of the minutes at the end of the meeting for edit and approval. The parties shall jointly initial minutes mutually approved. The format of the minutes will be a brief summary rather than a verbatim record.

Section 22 - On-Call Time.

Fire-EMS Members that are assigned to the Community Risk Reduction (CRR) Division as a CRR Officer , may be required to be placed on a rotating On-Call schedule. This schedule will be seven (7) days in length. While On-Call, the employee may be required to report to work to perform work related duties.

When CRR Officers are placed on the On-Call schedule they shall be compensated at one hour of base pay per day On-Call, for a total of seven (7) hours additional pay for their On-Call schedule. In the event that a CRR Officer is called to report to duty after regular scheduled work hours, that employee will be compensated at a rate of one and one-half (1.5) times the employee’s hourly rate.

Section 23 - Acting Pay.

Fire-EMS Members acting in the rank of Captain, and above, will be compensated with a 5% increase on base wage while serving in a capacity with authority and responsibilities of a higher job level. The Member must be designated to work in the acting capacity by the Fire-EMS Chief. Acting pay will be designated for all unplanned absences that are anticipated to last no less than ten (10) shifts. The designated employee shall receive acting pay for the duration of their assignment.

ARTICLE V

MISCELLANEOUS

Section 1 - Seniority and Promotions.

The Fire-EMS Chief will establish a department seniority list, and it will be brought up to date on or before November 1st each year. The seniority list shall be immediately posted in an accessible

location to all employees. Any objections to the seniority list as posted will be reported to the Fire-EMS Chief within ten (10) days, or it will stand approved. Management reserves the right to move employees among platoons as needed to accommodate promotions, specialties, shortages, etc. at any time in the sole discretion of management.

Station assignments may be changed annually, or as determined necessary by management.

Any employee, after holding a position or rank, will not be subject to re-examination for the same position when such transfer is requested by management. In order to facilitate a return to a previously held position, the most junior person in that class will be returned to the rank previously held. Any classified employee reassigned to a lower position or class due to a decision by Management other than for failure of probation will, for a period of three (3) years following said reassignment, be certified as "number one" on any existing or subsequent promotional lists for the permanent position from which employee was reassigned. All non-management promotions will be announced within fourteen (14) days from the time of such vacancy, and must come from the active promotions list at the time of the vacancy. Said promotion shall be effective at the beginning of the next full pay period. The City shall attempt promotions to management positions within sixty (60) days for Deputy Chiefs and ninety (90) days for Fire-EMS Chief of such vacancy, except in the case of a reduction in force, or where appropriate, the City Manager may have a reasonable extension of time, if a certified promotional list exists. The City will hold examinations as often as needed to insure the current status of eligibility lists for non-management positions. All promotions will be subject to a twelve (12) month probation period. All eligibility lists will remain in effect for a period of two (2) years following the date of certification by the Civil Service Commission.

All pay changes, including promotions, that occur any time within a 12-day work period are effective the first day of the period.

Fire employees who elect, either through promotion or transfer, to move from platoon work to days or vice versa will be subject to benefit conversion. The benefit conversion will be calculated under the appropriate following formula:

Platoon to days:

$$\frac{2080 \text{ (annual days hours)}}{2920 \text{ (annual shift hours)}} = (0.7123)$$

Platoon disability leave hours balance x 0.7123 = Day balance conversion
Platoon vacation leave hours balance x 0.7123 = Day balance conversion

Days to platoon:

Day disability leave hours balance ÷ 0.7123 = Platoon balance conversion
Day vacation leave hours balance ÷ 0.7123 = Platoon balance conversion

Section 2 - Training, Physical Conditioning, and Health Evaluation.

The City and the Union agree that physical fitness of all employees is desirable for prevention and mitigation of injury, as well as providing fit employees capable of meeting the demands required of them. As such, management shall implement a plan of physical fitness to include:

- A. Participation in a regularly scheduled physical fitness program for all departmental employees, each shift or day, to be noted on the performance evaluation.
- B. An annual test, agreed upon by management and the Union, to measure the physical ability of each individual in accordance with performance standards established by management and based upon job related standards. Results of individual and overall performance standards shall be made available to the Fire-EMS Chief within ten (10) working days of testing.
- C. Annual physical assessments will be performed by all employees covered by this collective bargaining agreement. Assessments and results will be strictly confidential. Assessments will be conducted six months opposite the scheduling of the annual physical fitness test. The results will not be used in any disciplinary actions against the employee. Only the training division will store the test results. The results are only to be seen by the employee and fitness coordinator. This material will have no effect on performance evaluations or consideration for promotion. Test results will serve to assist the employee to gauge personal performance to ensure readiness for the annual physical fitness test. Fire administration will be responsible for having a minimum of three fitness coordinators; Coordinators will be educated in fitness and certified by management.
- D. The City shall provide a medical examination/physical by a medical care provider that is mutually acceptable between the City and the Union. The medical examination/physical will be scheduled per the following criteria and shall include inoculations and testing in compliance with OSHA mandates and Fire-EMS Department management recommendations using the Firefighter Physical protocol as guidelines:

Under the age of forty (40) – Bi-annual
 Over the age of forty (40) – Annual
 Haz-Mat Technician – Annual

A stress EKG will be part of the physical examination. The frequency of the stress EKG will be as directed by a Medical Professional/Examiner based on risk factor and age recommendations.

Section 3 - Indemnification.

The City shall, upon review of the particular circumstances, save harmless and indemnify employees against any tort claim or judgment arising out of an act or omission occurring within the scope of their duties as employees, as provided by Wyoming Governmental Claims Act. The City recognizes and will abide by its obligation to the employees expressed in the Wyoming Governmental

Claims Act. It's not the intention of either party that the City or the employees waive any immunity or limitation of liability.

Section 4 - Labor/Management Meetings.

The Union and the City shall establish mutually acceptable times, at least quarterly, to meet for discussion on general City policies relating to Union-Management cooperation, a review of major City programs as they relate to the firefighting function, and suitable items of general interest to the employees of the Department. These meetings shall be to encourage continued open communication between both parties and not be used to discuss alleged grievances either by the Union or by the City. The Union and the City shall meet for breakfast, or lunch, one month prior to formal negotiations to discuss matters that need to be addressed.

The Union and Department administration will establish mutually acceptable times, at least monthly, to meet for discussion on general activities and policies relating to the operations of Casper Fire-EMS. The Union and Department administration will openly communicate and work on issues in good faith with each other on department issues.

Section 5 - Committee Representation.

The Union shall have a minimum of one (1) designated person on any active City health and/or safety Committees to represent the Union and provide input.

Section 6 - Effective Date and Duration.

This Agreement shall become effective the 1st day of July 2022 and shall remain in force until a new agreement is reached between the Union and the City. This Agreement is anticipated to remain in effect until June 30, 2023.

This Agreement can only be amended by a written document signed by both parties hereto. Any request for collective bargaining concerning an agreement following the expiration of this Agreement shall be presented in writing to the other party not more than one hundred thirty (130) days, or less than one hundred twenty (120) days before the last day on which money can be appropriated by the City in the year this Agreement expires as provided by W.S. 16-4-111.

If any portion of this Agreement is determined to be illegal, unenforceable, or null and void by any tribunal of competent jurisdiction, such determination shall not affect any other clause or provision hereof. Also, this shall not give any right to either party to negotiate or renegotiate any part or all of this Agreement unless mutually agreed to in writing.

Section 7 - Custom and Usage.

Existing working conditions not specifically mentioned herein, and established prior to July 1, 1978, by custom and usage, shall not be altered during the life of the Agreement, except by

mutual consent. Future working conditions can be unilaterally altered or withdrawn by Management, except in cases where said working conditions have been mutually negotiated as a part of a collective bargaining agreement, or mutually consented to as reflected in a Memorandum of Understanding. Management reserves the right to make administrative changes in operation consistent with efficiency and modern firefighting techniques.

Section 8 - Embodiment of Agreement.

This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior written agreements, unless expressly stated in this Agreement or Memorandum of Understanding.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not prevented by law or ordinance from the area of collective bargaining, and that the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in this Agreement. Therefore, the City and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 9 - City of Casper – Fire-EMS Department Drug and Alcohol Testing Policy.

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SECTION I: PURPOSE

In compliance with the Drug-free Workplace Act of 1988 and in recognition of the Fire-EMS Department’s (the “Department”) compelling interest in providing a work environment that is safe, healthy, and productive for employees and the public, the following policy has been accepted:

- A. Employees are advised that manufacturing, distributing, dispensing, possessing, or using illegal controlled substances, including alcohol, on the job is prohibited; and there are job related penalties for violations.
- B. The Department follows the City’s Drug Free Workplace Policy and shall abide by its terms and conditions as part of this specific policy.
- C. An employee, after being arrested for a violation of a criminal drug or alcohol law or ordinance, shall notify the Fire Chief, or his/her designee, of such arrest no later than five (5) calendar days after such arrest. Any such employee shall further notify the Fire Chief, or his/her designee, of any conviction, acquittal, deferral or other disposition of any such criminal charge or charges no later than five (5) calendar days after any such conviction, acquittal, deferral, or other disposition thereof.

SECTION II: CONSEQUENCE OF VIOLATION

Termination of employment will be recommended for any employee who tests positive for alcohol or a controlled substance pursuant to this policy. Any supervisor, who violates responsibilities

identified in this policy, shall be subject to disciplinary action in accordance with the City of Casper Personnel Rules and Regulations Manual.

SECTION II: SELF DISCLOSURE

If an employee self-discloses a drug or alcohol problem to the Fire Chief and/or the Human Resources Director before being suspected of being under the influence of drugs or alcohol, or before being selected for a random test for drugs/alcohol pursuant to this policy, no disciplinary action will be taken against the employee for the act of self-disclosure. Such an employee will be advised that he or she may use accrued benefits according to the City FMLA leave policy to seek help from a Substance Abuse Professional.

SECTION III: APPLICABILITY

This policy applies to all employees covered under this collective bargaining agreement assigned to the Department.

SECTION IV: DEFINITIONS

CONTROLLED SUBSTANCE – means a controlled substance in Schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. § 812) and as further defined in Regulation 21 CFR 1308.11—1308.15.

ILLEGAL DRUGS – means any drug or controlled substance, the possession or use of which is unlawful, pursuant to any federal, state, or local laws or regulations.

UNDER THE INFLUENCE – The use or misuse of any drug or controlled substance, or alcohol that results in a positive drug/alcohol test as defined in the Section V.(C.) below.

SECTION V: PROCEDURES

The following procedures apply to all employees while on duty.

A. Prohibited Activity – Drugs

1. No employee shall illegally possess any controlled substance.
2. No employee shall ingest or inhale any illegal, controlled, or dangerous substance, unless as prescribed by a licensed medical practitioner.
 - a. Employees shall notify their immediate supervisor of the employee’s use of prescription medicine that may impair job performance. It is the employee’s responsibility to consult with his or her doctor regarding the nature of his or her duties and the interaction with the prescribed drug. The employee shall advise the supervisor of the known side effects of the medication and the prescribed period of use. The prescribed medicine shall be

taken according to the physician's instructions. The employee is not required to disclose either the condition that the medication is prescribed for or the name of the medication.

- b. Employees shall notify their supervisor immediately if they unintentionally, while on duty, ingest, inhale, etc. a controlled substance.
 - c. Supervisors shall document this information through the use of an internal memorandum and maintain this memorandum in a secure location as described in Section VIII of this policy, and not in the employee's personnel file.
3. No employee shall ingest or inhale any prescribed medication in amounts beyond the recommended dosage, unless authorized by the physician.
 - 4.

B. Prohibited Activity – Alcohol

1. All employees are prohibited from possessing alcohol while on duty with the exception of medications containing alcohol. This section does not apply to employees handling alcohol-containing products in the performance of their duties.

No employee shall report for duty or remain on duty while having greater than 0.02% blood-alcohol concentration.

C. Positive Tests

1. A positive alcohol test is a test where the result is above 0.02% blood alcohol content.
2. Concentrations of an illegal drug at or above the standards set forth in 49 CFR Part 40 in the field of illegal drug testing shall be considered as a positive test, both for initial screening and confirmation. Confirmation shall be by test on a urine specimen that tested positive, on the initial screen, using a technologically different method from the initial screening method, such as gas chromatography/mass spectrometry. "Generally accepted standards" means the standards set forth in 49 CFR Part 40 and used by a certified testing laboratory used for any drug/alcohol test described in this policy.

The employee's supervisor will request an Instant Test to be performed by Urgent Care of Casper, or if unavailable, another testing facility in the discretion of supervisor, when he/she believes there are specific, articulable, and objective facts from which it is reasonable to infer that further investigation of an employee's behavior is warranted. The employee's supervisor will refer to Section IV, Testing, Subsection B. Reasonable Suspicion Testing of the Fire-EMS Department's drug and alcohol policy."

Supervisors shall reasonably detail, in writing, the specific facts, symptoms, and/or observations, as well as any corroboration, which formed the basis for their determination for

requesting an Instant Test to be performed. All written reports shall be forwarded to Human Resources.

SECTION VI: TESTING

A breath, and/or a urinalysis, or saliva, test under this policy shall be used in any of the following situations:

- Pre-employment testing
- Reasonable suspicion and Post Accident testing
- Random testing

A. Pre-employment Testing

After a conditional offer of employment and before an employee is hired, each candidate shall be tested for alcohol and controlled substances. The conditional offer shall be withdrawn if either test indicates a positive result.

B. Reasonable Suspicion and Post Accident Testing:

1. Matters and circumstances that may be considered in determining reasonable suspicion include:
 - a. Information concerning a prohibited activity;
 - b. The reliability of the information;
 - c. The degree of corroboration;
 - d. Other contributing factors;
 - e. Abnormal or erratic behavior by the employee;
 - f. Information concerning recent drug or alcohol use by the employee, provided by reliable and credible sources;
 - g. Direct observation of drug or alcohol use prior to the time of an accident/incident and/or situation;
 - h. Presence of observable symptoms consistent with drug and alcohol use; including but not limited to, glassy or bloodshot eyes, alcohol odor, slurred speech, poor coordination and/or poor reflexes;
 - i. Involvement in an on-duty accident or incident. Employees who are involved in an on-duty accident or incident shall be subjected to drug and alcohol testing performed by Urgent Care of Casper, or if unavailable, another testing facility in the discretion of the Risk Manager. Post accident

testing provides for a safety discount on the Workers' Compensation premium;

- j. A positive test result falls under the Drug and Alcohol Policy for City employees who are required to have a CDL.
- 2. Supervisors shall reasonably detail, in writing, the specific facts, symptoms, and/or observations, as well as any corroboration, which formed the basis for their determination that reasonable suspicion existed. This documentation is to be forwarded to the Fire Chief or his/her designee, and to Human Resources.
- 3. The facts and documentation underlying the determination of reasonable suspicion shall be disclosed to the employee at the time the demand for testing is made.
- 4. An employee, pending a drug/alcohol test, shall be temporarily removed from his or her job duties pending an investigation, and shall be placed on administrative leave with pay until the results of the drug/alcohol tests are received. The employee shall not be allowed to drive to or from the testing site, and the employee will be escorted to the testing facility and home by the supervisor, Fire Chief, and/or a Human Resources employee. If the employee tests positive for alcohol or drugs, the employee will continue on administrative leave, and a recommendation for termination of employment shall be made.
- 5. If an alcohol test is not administered within eight (8) hours or if a required controlled substance test is not administered within thirty-two (32) hours of the determination of its necessity, attempts to administer such test shall be abandoned and the reasons why the test was not administered shall be documented. Copies of this documentation shall be supplied to the Human Resources Department.

C. Random Testing

Random drug and alcohol testing shall be conducted for the Fire-EMS as follows:

- 1. At a minimum, employees, excluding management and secretarial staff, equal in number to ten percent (10%) of the average number of Fire-EMS positions, will be selected at random for alcohol testing each year.
- 2. At a minimum, employees, excluding management and secretarial staff, equal in number to twenty five percent (25%) of the average number of Fire-EMS positions, will be selected at random for controlled substance testing each year.
- 3. If, after any year of testing, the City Manager determines that the annual positive test rate so warrants, the percentage of random testing may be decreased or increased.

4. The method for selecting employees for testing shall be determined by the City but the method shall be scientifically valid and shall result in each Fire-EMS employee having an equal chance of being tested each time a selection is made.
5. Tests shall be unannounced and spread throughout the calendar year.
6. The Human Resources Director or his/her designee shall notify the supervisor that an employee is to be tested. The supervisor will notify the employee in person as soon as the employee arrives for work or is available during a work shift.
7. Upon notification of selection, Fire-EMS employees are to proceed immediately to the test site. Fire-EMS employees shall be accompanied to the test site by a supervisor.

SECTION VII: TESTING METHODOLOGY

- A. Employees shall sign a consent form at testing facility allowing the breath, and/or urine, or saliva test to take place and permitting release of test results to the City, and for the City's use in any and all employment disciplinary or termination actions or proceedings. Employees, who refuse to sign the consent form, to be tested, or to otherwise cooperate in the testing process, shall be deemed to have tested positive and a recommendation for termination of employment shall be made.
- B. Testing for drugs and alcohol and test sample verification shall be performed by certified personnel selected by the City. The test specimen for alcohol shall consist of a breath sample. The test specimen for drugs shall be urine or saliva.
- C. Confirmation for a positive alcohol test shall be done by a second breath test. The employee may request, at their expense, a blood test as confirmation.
- D. Confirmation for a positive drug test shall be by testing the saliva or urine specimen that tested positive, on the initial screen, by using a technologically different method from the initial screening method, such as gas chromatography/mass spectrometry. All positive drug test results shall be reviewed and interpreted by a Medical Review Officer (MRO) before they are reported to the employer. "Medical Review Officer" means the individual responsible for receiving laboratory results, who is a licensed physician. If the testing laboratory reports a positive result to the MRO, the MRO shall contact the employee, in person or by telephone, and shall conduct an interview to determine if there is an alternative medical explanation for the drugs found in the employee's urine specimen. If the MRO determines that there is a legitimate medical use of the prohibited drug, the drug test result shall be reported as negative to the employer. The MRO is designated by the City's chosen provider.
- E. Each test specimen for drug testing shall be subdivided into two bottles labeled as a "primary" and a "split" specimen. Only the primary specimen is opened and used for the urinalysis. The split specimen bottle remains sealed and is stored at the laboratory. If the

analysis of the primary specimen confirms the presence of a controlled substance, the employee, at her/his expense, has seventy-two (72) hours to request the split specimen be sent to another certified laboratory for analysis. The employee will be reimbursed if the confirmation shows a negative result. The MRO initiates this procedure.

- F. The City shall pay the cost of all tests, which it requires. If an employee is required to submit to an examination or test, or await test results, the employee shall be paid his or her normal rate of pay during the testing and waiting period.
- G. In the event that an employee to be tested for drugs appears unable to provide a urine specimen at the time of the test, he or she shall be permitted no more than three (3) hours to give a specimen, during which time the individual shall remain in the testing area, under observation. The individual shall be given no more than forty (40) ounces of water to drink over the course of the three hours. Whenever there is a reason to believe that a specimen may have been altered or a substitution made, a second specimen shall be immediately provided by the employee. The testing facility will provide documentation to the Human Resources Director explaining the reasons for a second specimen. Failure to submit a specimen shall be considered a refusal to submit to a drug and/or alcohol test unless a physician provides a documented medical reason. A refusal to submit to the drug/alcohol test shall be deemed to be a positive test and a recommendation for termination shall be made.
- H. The Human Resources Director or his/her designee shall be advised of the results of the drug and/or alcohol test by the MRO.

SECTION VIII: HANDLING TEST RESULTS, RECORD RETENTION, AND CONFIDENTIALITY

- A. The Human Resources Director or her/his designee shall maintain records of alcohol, controlled substance, and drug misuse in a secure location with access restricted to the employee, the City Manager, the Human Resources Director, Human Resources Supervisor, Risk Manager, the employee's supervisor, and City legal counsel.
- B. The following records shall be retained for five years:
 - 1. Records of alcohol test results showing blood alcohol content.
 - 2. Records of verified positive controlled substance/drug test results.
 - 3. Documentation of refusals to take required alcohol or controlled substance/drug tests.
 - 4. Consent to Test and Release Information forms.
 - 5. Calibration testing records (kept at the testing/laboratory facility).
- C. An employee's test results shall be available for inspection by the employee.
- D. Records relating to an employee's drug/alcohol testing or misuse of drugs/alcohol may be used and disclosed in any and all termination or disciplinary actions or proceedings by the

City. Such records shall not be released to other third parties without the employee's consent absent a court order, or unless otherwise contained in an order or discharge or reduction in rank issued by the Civil Service Commission of the City of Casper pursuant to Section 15-5-112 of the Wyoming Statutes.

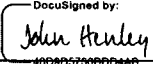
- E. An employee's supervisor shall be informed of a confirmed positive test result by the Human Resources Director or his/her designee.

- F. The confidentiality of an employee's drug/alcohol testing and the records related thereto shall be waived for purposes of hearings and further proceedings if the employee appeals his/her termination, or brings or commences an action against the City in any court or administrative agency which is based on, or in any way related to the employee's drug/alcohol test. The City shall have the right to disclose and use the employee's drug/alcohol records and documentation only in the defense of, and in the course of any such appeal, court, or administrative action.

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IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this agreement as of the _____ day of _____, 2022.

Approved as to form:

DocuSigned by:


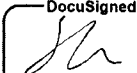
John Henley
City Attorney

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

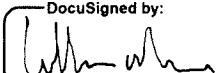
Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

DocuSigned by:


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Josh Elliott
Vice President
FIRE FIGHTERS LOCAL UNION 904
INTERNATIONAL ASSOCIATION
FIRE FIGHTERS, AFL-CIO

J. Carter Napier
City Manager

DocuSigned by:


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William Monroe
President
FIRE FIGHTERS LOCAL UNION 904
INTERNATIONAL ASSOCIATION OF
OF FIRE FIGHTERS, AFL-CIO

APPENDIX A

TUITION REIMBURSEMENT POLICY

The City supports an employee's academic efforts, and believes in the value of education. The City will partially reimburse the employee for tuition and books for certain courses that it believes are job-related and enhances an employee's career or professional development at the City of Casper.

If an employee is a full-time employee and has worked for the City at least one (1) year, he or she may be eligible to participate in the City's tuition reimbursement program.

It should be understood that this policy covers reimbursement for college level courses. Since this type of education is voluntary on the part of the employee, the times at which the course meets are not considered hours worked (i.e., are on the employee's own time) and must not conflict with the employee's working hours unless pre-approved, in writing, by the employee's Department Head. Professional certification programs, seminars and workshops are not covered by this policy.

The amount an employee receives will depend on the City's approval, upon the grade received, and will not exceed a total annual reimbursement of \$3,000 per employee per fiscal year.

To receive tuition reimbursement, an employee must apply and be approved before the course begins. This is how the program works:

1. Complete a Tuition Reimbursement Request Form found on the Intranet under "Human Resources."
2. The employee's Supervisor and Department Head approves the form and returns the signed form to Human Resources.
3. The employee pays the initial tuition and book costs.
4. Within thirty (30) days of receiving their grades, the employee should attach the tuition bill, receipts for books and the final grades to a copy of the initial Tuition Reimbursement Request Form and send them to Human Resources. No tuition reimbursement will be paid, unless documents are received by Human Resources thirty (30) days from the date the employee receives their grades.
5. Within thirty (30) days of Human Resources receiving the required information, the employee will receive a reimbursement. Reimbursement of ninety percent (90%) is offered if the employee receives a grade of "A." Reimbursement of eighty percent (80%) is offered if the employee receives a grade of "B." Reimbursement of seventy percent (70%) is offered if the employee receives a grade of "C" or "Pass." No reimbursement is provided for a grade "D", "F" or "Fail."

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If an employee resigns or is terminated before receiving a grade, the employee will not be reimbursed for tuition or book expenses. If an employee resigns or is terminated within a year of receiving a reimbursement, the employee shall repay the City the full amount reimbursed. Any monies owed may be withheld from the employee's final paycheck.

RESOLUTION NO. 22-89

A RESOLUTION AUTHORIZING ADOPTION OF THE COLLECTIVE BARGAINING AGREEMENT (CBA) FOR JULY 1, 2022 – JUNE 30, 2023 BETWEEN THE CITY OF CASPER AND THE FIRE FIGHTERS' LOCAL UNION 904, I.A.F.F., AFL-CIO.

WHEREAS, the City of Casper and the Casper Fire Fighters' I.A.F.F. Local Union 904 (the Parties) have met and concluded negotiations; and,

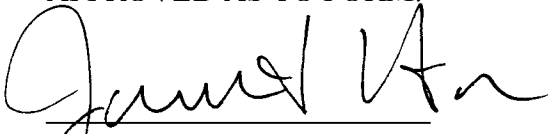
WHEREAS, certain terms agreed to by the Parties were ratified at the May 17, 2022, City Council Meeting and are included in the CBA referenced below; and,

WHEREAS, The Fire Fighters Local Union 904 and Casper Human Resources Division have drafted the Collective Bargaining Agreement for July 1, 2022 – June 30, 2023 to be adopted by Resolution, between the City of Casper and the Casper Fire Fighters' I.A.F.F. Local Union 904 (the Parties).

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: The CBA, exhibit A, negotiated between the Parties is hereby adopted and that the Mayor, and the City Manager, are hereby authorized, and the City Clerk to attest, to adhere to the CBA with the Casper Fire Fighters' I.A.F.F. Local Union 904 for the contract period July 1, 2022 – June 30, 2023.

PASSED, APPROVED, AND ADOPTED this ____ day of June, 2022.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

May 14, 2022

MEMO TO: J. Carter Napier, City Manager JC

FROM: Jolene Martinez, Assistant to the City Manager. JM

SUBJECT: Purchase of Charles E. Piersall Chapter, Izaak Walton League Property and Lease to Charles E. Piersall Chapter, Izaak Walton League

Meeting Type & Date

Regular Council Meeting
June 7, 2022

Action type

Resolution

Recommendation

That Council, by resolution, authorize two agreements. One for accepting the donation of a Conservation Easement on a portion of the property owned by the Charles E. Piersall Chapter, Izaak Walton League of America and for the purchase of the Charles E. Piersall property subject to the Conservation Easement. In addition, as part of the Purchase Agreement, the Charles E. Piersall Chapter, of Izaak Walton League of America will lease back a portion of the property for its continued operation; the Council needs to authorize this Lease.

Summary

The Charles E. Piersall Chapter, Izaak Walton League of America and the City of Casper have maintained relationships for years. In 1954, City of Casper, Wyoming (City) agreed to lease property from the Charles E. Piersall Chapter, Izaak Walton League of America (Chapter) so that two water wells could be established to provide drinking water for Casper. These wells are still vital and very beneficial to the City. Staff has been working with Council to review historic leases and agreements within the City and, when possible, make changes to fit with the best interests of the City and its citizens and with current best business practices. Staff identified this lease and sought Council's direction on expanding the City's open space, recreation, riparian, historic, and cultural interests and pursuing an agreement with the Charles E. Piersall Chapter, Izaak Walton League of America to purchase its property. Council has indicated it desires to purchase the Chapter's property, which also, and importantly, provides and will secure drinking water resources for Casper.

In addition to a drinking water source, the Chapter property, which is adjacent to the City's Fort Caspar Museum, also includes a historic lodge. The museum and grounds along with the Chapter property are some of Casper's most historically and ecologically significant areas. By acquiring the nearby land and building, the City will have the opportunity to preserve ecologically significant land as well as preserve historic artifacts and integrate history, conservation, and recreation.

The purchase of the Chapter's property also fits with the City's focus on river restoration. Since 2006, the City has been pursuing North Platte River restoration work called the Platte River Revival. Acquisition of the property will create continuous publicly-owned riverfront property from Morad Park to the river's confluence with Garden Creek and will provide the opportunity to complete river restoration work in this area as well as provide and enhance public recreational options.

The Charles E. Piersall Chapter of the Izaak Walton League of America is a long-standing conservation organization that has championed soil, air, water, woods, and wildlife and promoted outdoor recreation. The organization has operated a campground from this location for many years. In working with the City to sell the property, the organization expressed the desire to preserve the ecological significance of the area and to promote river restoration. The organization specifically requested a conservation easement for a majority of the property and expressed an interest to continue its operations after the sale of the property to the City of Casper. The negotiated agreement for the purchase of the Chapter's property includes the acceptance of and the recording of a Conservation Easement, and entering into a Lease Agreement on a portion of the acquired property.

The Purchase Agreement includes a cash outlay of \$250,000 that will occur at closing and repairs to the property and historical designation work estimated at \$433,000. The repairs will occur within 24 months after the purchase. In addition, the City will lease a portion of the property to the Chapter in three five-year increments with a tiered rental structure of \$1 annually for the first five years, \$24,000 annually for the second five years, and \$42,000 annually for the third five years.

Financial Considerations

The initial \$250,000 cash outlay will be from the Water Fund. Repairs and historic designation costs will be paid for with funding from the City's Capital Fund.

Oversight/Project Responsibility

Jolene Martinez, Assistant to the City Manager

Attachments

Resolution to Purchase
Resolution to Lease
Deed of Perpetual Conservation Easement
Purchase and Sale Agreement
Lease Agreement

PURCHASE AND SALE AGREEMENT

Between

The Charles E. Piersall Chapter of the Izaak Walton League of America, Seller

and

The City of Casper, Wyoming, Purchaser

dated as of

June 8, 2022

This **PURCHASE AND SALE AGREEMENT** (this “**Agreement**”), dated as of June 8, 2022, (the “**Effective Date**”, is entered into between Charles E. Piersall Chapter of the Izaak Walton League of America, a non-profit corporation, qualified to do business in the State of Wyoming, having an address at 4205 Fort Casper Road, Casper, Wyoming 82604 (Seller), and The City of Casper, Wyoming, a municipal corporation in the State of Wyoming, having an address at 200 North David Street, Casper, Wyoming 82601 (Purchaser).

WITNESSETH

The parties hereto, for themselves, and their respective successors and assigns, for Ten and 00/100 (\$10.00) Dollars and other good and valuable consideration, hereby covenant as follows:

ARTICLE I

DEFINITIONS

“Agreement” has the meaning set forth in the Preamble.

“Appurtenances” has the meaning set forth in Section 2.01(b).

“Business Day” has the meaning set forth in Section 13.04.

“Closing” has the meaning set forth in Section 5.01.

“Closing Date” has the meaning set forth in Section 5.01.

“Due Diligence Commencement Date” has the meaning set forth in Section 4.03.

“Due Diligence Period” has the meaning set forth in Section 4.03.

“Holiday” has the meaning set forth in Section 13.04.

“Improvements” has the meaning set forth in Section 2.01(c).

“Personal Property” has the meaning set forth in Section 2.01(d).

“Property” has the meaning set forth in Section 2.01.

“Purchase Price” has the meaning set forth in Section 3.01.

“Purchaser” has the meaning set forth in the Preamble to this Agreement.

“Real Property” has the meaning set forth in Section 2.01(a).

“Seller” has the meaning set forth in the Preamble to this Agreement.

“Title Company” as is referenced in Section 6.01(a).

“Title Documents” has the meaning set forth in Section 6.01(a).

“Title Insurance Policy” has the meaning set forth in Section 6.01(a).

“Title Report” has the meaning set forth in Section 6.01(a).

ARTICLE II

PURCHASE AND SALE

Section 2.01 The Property. Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller in accordance with the terms and conditions of this Agreement, all of the following (collectively referred to as the “Property”):

(a) The real property including all right, title and interest therein, whose street address is generally known as 4205 Fort Casper Road, Casper, Wyoming 82604, and more particularly described as Parcel 1 and Parcel 2 of the Izaak Walton property described in Exhibit A, attached hereto and made part of this Agreement. (Hereafter the “Real Property” or “Property”)

(b) All rights, privileges, **easements** and rights of way appurtenant to said Real Property, including without limitation, all mineral, oil and gas and other subsurface rights, development rights, air right and water rights, except as are limited by a conservation easement and other easements of record (collectively, the “**Appurtenances**”).

(c) All improvements and fixtures located on the Real Property, including, without limitation: (i) all structures affixed to the Real Property; (ii) all apparatus, equipment and appliances used in connection with the operation or occupancy of the Real Property; and (iii) all facilities used to provide any services to the Real Property and/or the structures affixed thereto and business appurtenances thereon (collectively, the “**Improvements**”).

(d) All tangible personal property located on and used in connection with the Real Property or the Improvements (excluding the personal property of Tenants, which includes, but are not limited to, the items described on Exhibit B attached hereto and made part of this Agreement (collectively, the “**Personal Property**”).

(e) All rights, warranties, guarantees, utility contracts, approvals (governmental or otherwise), permits, certificates of occupancy, surveys, plans and specifications, copyrights, and any **agreements**, covenants or indemnifications that Seller received from a third-party, including any prior owner, and relating to the Real Property, Appurtenances or Improvements (collectively, the “**Intangible Property**”).

(f) All rights, title and interest of Seller in and to those certain leases, lease amendments, guarantees, exhibits, addenda and riders thereto and any other documents creating a possessory interest in the Real Property or Improvements thereto. The parties acknowledge that the lease and agreement between the parties, which permits the continued management and operation of the campground and lodge on the property shall not be affected by this paragraph and should there be ambiguity as to the management and operation of the campground and lodge, that the lease provisions, for so long as such provisions are valid and in full force, shall control.

ARTICLE III

PURCHASE PRICE AND DEPOSIT

Section 3.01 Purchase Price. Purchaser shall pay the Seller for the Property the sum of Two Hundred and Fifty Thousand and 00/100 Dollars (\$250,000.00) (the monetary consideration) to Seller.

Section 3.02 Payment of the Monetary Consideration. Purchaser shall pay the monetary consideration as follows:

(a) The sum of \$250,000 by check made payable to Charles E. Piersall Chapter, Izaak Walton League of America.

(b) The Purchaser also agrees to lease the Campground, Lodge, and Selected Property (see property boundaries as shown in Parcel 1 and portion of Parcel 2 described in the Leased Property Survey (see Exhibit C) to the Charles E. Piersall Chapter, Izaak Walton League of America for One Dollar (\$1.00) per year for five (5) years from the date of sale. After the first five (5) years, Purchaser will extend the lease for five (5) more years at the rate of Two Thousand Dollars (\$2,000.00) per month. After the second five (5) years, Purchaser will extend the lease for five (5) more years at a rate of Three Thousand Five Hundred Dollars (\$3,500.00) per month. After fifteen (15) years, the Seller will be required to negotiate the lease terms with the Casper City Council and Casper City Manager, for any additional lease extensions.

(c) Purchaser will, within twenty-four (24) months from the date of closing provide needed electrical upgrades for the existing campground and its service buildings; install a new replacement water main line; install individual RV space water lines; and complete required repairs

identified in the property inspection including Lodge repairs. (See inspection list dated December 17, 2020 in Exhibit D.)

(d) Purchaser shall use its best efforts to assist the Charles E. Piersall Chapter, Izaak Walton League of America in obtaining Historical Registry of the Lodge.

(e) The Parties shall share equally in the cost to make non-routine repairs, those over Fifteen Thousand Dollars (\$15,000.00), to the lodge and campground, except for the updates which are Purchasers' responsibility as set forth in paragraph 3.02 (c) herein.

ARTICLE IV

INVESTIGATION OF THE PROPERTY

Section 4.01 Due Diligence Materials. Within fifteen (15) days following the execution of this **Agreement** by Purchaser, Seller shall deliver, or cause to be delivered, or cause to be delivered to Purchaser:

(a) Survey. Any survey of the Real Property prepared for Seller at the time of Seller's acquisition of the Real Property.

(b) Plans and Specifications. Copies of all working drawings and as-built plans and specifications for the Improvements.

(c) Reports. Copies of all environmental reports prepared by third parties, all engineering reports, soil reports and other professional reports or surveys of the Property.

(d) Permits. Copies of all governmental permits, certificates of occupancy and approvals, in each case regarding the Property.

(e) Leases and Contracts. Copies of the Leases and Service Contracts and the standard form of lease used by Seller for the Property.

(f) Tax Assessment. A copy of the property tax assessment and the tax bills with respect to the Property for the prior two tax years and to the current tax year.

(g) All warranties (including, without limitation, any roof warranty), guarantees and indemnities for the Property, together with any work orders for the twenty-four (24) months preceding this **Agreement** relating to expenses at the Property such as security, landscaping, etc.

(h) All utility bills for the Property for the twelve (12) months preceding this **Agreement**.

(i) Seller's insurance certificates and an insurance loss claims history for the three (3) years preceding this **Agreement**.

(j) Copies of Tenant leases or agreements.

Section 4.02 Other Information. Seller shall promptly and in good faith, comply with any reasonable request by Purchaser, pursuant to this Agreement and during the term(s) of the lease agreement between the party for the campground and lodge, for: (a) any updates to the information or documents described in Section 4.01 above; (b) any document, within Seller's possession, pertaining to the Property, although not included within the documents described in Section 4.01 above; or (c) any information within Seller's knowledge pertaining to the Property.

Section 4.03 Property Investigation Period. Purchaser shall have a period, commencing on the Due Diligence Commencement Date and for five (5) business days thereafter (the "**Due Diligence Period**"), to review the Property (including conducting such tests, studies, surveys and/or other physical inspections of the Property as Purchaser deems necessary or appropriate) and all information relating thereto (including the Due Diligence Materials) (the "**Inspections**"). For the purposes of this Section 4.03, the "**Due Diligence Commencement Date**" is the date that is the day on which each Party has a copy of this **Agreement** signed by the other Party. Purchaser shall have the right to terminate this **Agreement** upon written notice to Seller delivered at any time prior on or before the last day of the Due Diligence Period, in which event this **Agreement** shall terminate, and the parties shall have no further liability hereunder. In the event Purchaser does not so notify Seller of its election to terminate this **Agreement** prior to 5:00 p.m. MDT on the last day of the Due Diligence Period, Purchaser shall be deemed to have elected to proceed to Closing, subject to the terms and conditions of this **Agreement**.

Section 4.04 Reserved.

Section 4.05 Purchaser's Access. At any time prior to the Closing (including during the Due Diligence Period), and at all times, subject to Section 4.06, Purchaser and its agents, employees, consultants, inspectors, appraisers, engineers and contractors (collectively, "**Purchaser's Representatives**") shall have the right to enter upon and pass through the Property during daylight hours to examine and inspect the same, as well as conduct reasonable tests, studies, investigations, and surveys to assess utility availability, soil conditions, environmental conditions, physical condition, and the like of the Property.

Section 4.06 Purchaser's Right to Inspect.

(a) In conducting the Inspections or otherwise accessing the Property, Purchaser shall at all times comply with all laws and regulations of all applicable governmental authorities.

(b) Purchaser shall schedule and coordinate all Inspections or other access thereto with Seller and shall give Seller at least one (1) day prior notice thereof. Seller shall be entitled to have a representative present at all times during each such inspection or other access. All inspection fees, appraisal fees, engineering fees and other costs and expenses of any kind incurred by Purchaser or Purchaser's Representatives relating to such inspection and its other access shall be at the sole expense of Purchaser.

ARTICLE V

CLOSING

Section 5.01 Closing; Closing Date. The closing of the transaction contemplated hereby (the “Closing”) shall occur on June 8, 2022 (the “Scheduled Closing Date”) in accordance with the terms and conditions of this Agreement, at the offices of American Title Agency, title company. Notwithstanding the foregoing, the Initial Scheduled Closing Date may be accelerated to a date mutually agreeable to both Purchaser and Seller (such accelerated date, the “Accelerated Closing Date”).

ARTICLE VI

TITLE MATTERS AND REVIEW

Section 6.01 Title.

(a) The parties acknowledge that Purchaser will obtain within six (6) days of the Due Diligence commencement date, the: (i) Title Report; the Title Company shall issue to Purchaser, and Purchaser shall accept (at Purchaser’s expense), without payment of an extraordinary premium, an ALTA extended coverage owner’s title policy (6-17-06 Form), with coverage in an amount not more than three times the Purchase Price, insuring that the entire fee simple title to the Property is vested in Purchaser, subject only to the Permitted Exceptions (the “Title Insurance Policy”)

(b) The Property shall be sold, assigned and conveyed by Seller to Purchaser, and Purchaser shall accept and assume same, subject to the agreements between the Parties as stated herein and subject to the following matters (collectively, the “Permitted Exceptions”):

(i) All real estate taxes and water and sewer charges have been paid and brought current by Seller.

(ii) All applicable statutes, laws, ordinances, rules, regulations, requirements and codes, including, without limitation, those regarding zoning, building, landmark designation, fire, health, safety, zoning, environmental, subdivision, water quality, sanitation controls and the Americans with Disabilities Act (“Laws”) of all federal, state, county, city, municipal and/or other governmental departments and authorities (separately and collectively, the “Authorities”) having jurisdiction over, against or affecting the Property on the Closing Date, provided such Laws are not violated by the Property as it exists on the Effective Date and on the Closing Date.

(iii) Rights, if any, relating to the construction and maintenance in connection with any utility wires, poles, pipes, conduits and appurtenances thereto, on, under or across the Property, provided none of the foregoing prohibit or interfere with the maintenance and operation of any building or structure or structures now on the Property; and/or impose any financial or other obligations on Purchaser; and/or render title unmarketable.

(iv) Rights and interests held by Renters/Tenants, as tenants only, as Short-Term (rental/tenants – no greater than 30 days lease or rental agreement. Tenants of the campground and with no rights of extensions, first refusal or purchase options to purchase or continue occupancy beyond the stated lease or agreement/term, of the Property or any part thereof. Copies of the renters/tenants agreements have been or will be provided by Seller for inspection by Purchaser within five (5) days of the signing of this Agreement.

(v) All violations of building, fire, sanitary, environmental, housing and similar Laws and Regulations whether or not noted or issued at the date hereof or as of the Closing Date (collectively, “**Property Violations**”).

(vi) Minor variations between tax lot lines and lines of record title.

(vii) The standard conditions and exceptions to title contained in the form of title policy or “marked-up” title commitment issued to Purchaser by the Title Company.

(viii) Any lien or encumbrance (including, without limitation, any mechanic’s lien and materialmen’s lien) the removal of which is the sole obligation of a Tenant to remove and discharge in full.

(ix) Any liens, encumbrances or other title exceptions approved or waived by Purchaser as provided in this **Agreement**.

(x) Any other matter which the Title Company may raise as an exception to title, provided the Title Company will insure against collection or enforcement of same out of the Property (for both Purchaser and Purchaser’s third-party grantee) without additional cost to Purchaser, and/or that no prohibition of the present use or maintenance of the Property will result therefrom, as may be applicable.

Section 6.02 Seller Unable to Convey.

(a) Seller shall use its best efforts to eliminate all Title Objections by the Closing Date.

(i) If Seller is unable to eliminate any Title Objection by the Closing Date (in which event the provisions of Section 6.02 shall apply), Seller shall provide written notice of same to Purchaser and then, unless the same is waived by Purchaser in writing, in its sole and absolute discretion, Purchaser may: (x) accept the Property subject to such Title Objection(s) with no adjustment to the **Purchase Price**, in which event: (A) such Title Objection shall be deemed to be, for all purposes, a Permitted Exception; (B) Purchaser shall close hereunder notwithstanding the existence of same; and (C) Seller shall have no obligations whatsoever after the Closing Date with respect to Seller’s failure to cause such Title Objection to be eliminated; or (y) terminate this **Agreement** upon notice to Seller.

(ii) If this **Agreement** shall terminate neither Party hereto shall have any further rights or obligations hereunder other than those, if any, which are expressly provided to survive the termination hereof.

Section 6.03 Title As Seller Can Convey. Notwithstanding anything in Section 7.01 and Section 7.02 to the contrary, Purchaser may at any time accept such title as Seller can convey, without reduction of the **Purchase Price** or any credit or allowance on account thereof or any claim against Seller. The acceptance of the Deed by Purchaser shall be deemed to be full performance of, and discharge of, every **agreement** and obligation on Seller's part to be performed under this **Agreement**, except for such matters which are expressly stated to survive the Closing hereunder.

Section 6.04 Unpaid Taxes, Assessments and Charges. The amount of any unpaid taxes, assessments and water and sewer charges which Seller is obligated to pay and discharge may, at the option of Purchaser, be paid by Purchaser out of the balance of the **Purchase Price**, if bills therefor, with any interest and penalties thereon figured to said date, are furnished to or obtained by the Title Company at the Closing and the Title Company omits same as an exception to its Title Insurance Policy.

Section 6.05 Liens and Other Encumbrances. Notwithstanding anything to the contrary contained in this Article VII, if the Property shall, at the time of the Closing, be subject to any liens (such as for judgments or impounds), encumbrances or other title exceptions which would be grounds for Purchaser to object to title hereunder, the same shall not be deemed a Title Objection provided that, at the time of the Closing, either: (a) Seller delivers checks at the Closing in the amount required to satisfy the same and delivers to Purchaser and/or the Title Company at the Closing, instruments in recordable form (and otherwise in form reasonably satisfactory to the Title Company in order to omit same as an exception to its Title Insurance Policy) sufficient to satisfy and discharge of record such liens and encumbrances together with the cost of recording or filing such instruments.

Section 6.06 Judgment Affidavit. If the Title Commitment, including any update thereto, discloses judgments, bankruptcies or other returns against other persons having names the same as or similar to that of Seller, on request Seller shall deliver to the Title Company affidavits showing that such judgments, bankruptcies or other returns are not against Seller in order to request the Title Company to omit exceptions with respect to such judgments, bankruptcies or other returns or to insure over same.

Section 6.07 Other Affidavits or Documents. Upon request by Purchaser, Seller shall deliver any such affidavits and documentary evidence as are reasonably required by the Title Company and customarily delivered by sellers in order to issue the Title Insurance Policy to Purchaser free and clear of matters other than the Permitted Exceptions.

ARTICLE VII

CLOSING DELIVERIES

Section 7.01 Seller's Closing Deliverables. On the Closing Date, Seller shall deliver or cause to be delivered all of the following to Purchaser, except as otherwise specified:

(a) One (1) original warranty deed (the “Deed”) executed by Seller and acknowledged, and in recordable form, conveying to Purchaser the Real Property, Improvements and Appurtenances, subject only to the Deed of Perpetual Conservation Easement and the Permitted Exceptions;

(b) One (1) original affidavit executed by Seller and stating its taxpayer identification number for federal income tax purposes and that Seller is not a foreign person within the meaning of Section 1445, et. seq. of the Internal Revenue Code (the “**FIRPTA Certificate**”);

(c) Originals or, if originals are not in the possession or control of the Seller, copies of all Leases and Assumed Contracts, together with all correspondence related thereto in Seller’s possession or under Seller’s control;

(d) Originals or, if originals are not in the possession or control of the Seller, copies of all books and records relating to the operation of the Property and maintained by Seller during Seller’s ownership thereof, to the extent same are in Seller’s possession or under Seller’s control;

(e) Originals, or if originals are not in the possession or control of the Seller, copies of all permits and licenses related to the Property, to the extent same are in Seller’s possession or under Seller’s control;

(f) Duplicates of all keys, key cards, combinations and codes relating to the operation of the Property.

(g) Such documents, affidavits and indemnities required by Section 7.01 to permit the Title Company to deliver the Title Insurance Policy;

(h) Evidence of retention of all Service and Utility Contracts, for which Seller will remain responsible, due to Seller’s continued use and operation of the campground and lodge, as Lessee, with notice given to the utilities that the City of Casper is the new property owner and Seller is now a Lessee.

(i) All other documents reasonably necessary or otherwise required by the Title Company to consummate the transactions contemplated by this **Agreement**, including, without limitation, such evidence or documents as may be reasonably required by the Title Company relating to and sufficient to delete any exceptions for: (i) mechanics’ or materialmen’s liens; and (ii) parties in possession.

Section 7.02 Purchaser’s Closing Deliverables. On the Closing Date, Purchaser shall deliver or cause to be delivered to Seller the following:

(a) A certified check made payable to Seller, or a wire transfer to seller in the amount of Two Hundred and Fifty Thousand Dollars (\$250,000.00).

(b) An acknowledgment of receipt of the documents delivered by Seller;

(c) A resolution of the Casper City Council authorizing the transaction contemplated hereby and the execution and delivery of the documents required to be executed and delivered hereunder;

(d) Such evidence as the Title Company may require as to the authority of the person or persons executing documents on behalf of Purchaser;

(e) Two (2) original Closing Statements; and

(f) All other documents reasonably necessary or otherwise required by the Title Company to consummate the transactions contemplated by this **Agreement**.

Section 7.03 Both Parties agree to execute all additional documents as are necessary to fulfill the terms and agreements of the Parties herein, including the Lease Agreement for the seller to lease back the campground and lodge area as provided herein.

ARTICLE VIII

CLOSING COSTS

Section 8.01 Closing Costs. Purchaser shall pay the following costs and expenses in connection with the transaction contemplated by this **Agreement**:

(a) All recording fees for releasing any liens on the Property Seller is obligated to remove hereunder;

(b) The cost of the title report;

(c) The cost of the Title Company's Closing Fee, if any.

(d) Recording fees for the recording of the Deed;

(e) The cost of the Title Insurance Policy;

(f) The cost of the Survey(s);

(g) Any and all costs incurred by Purchaser in connection with the preparation, review and negotiation of this **Agreement** and the transactions and the Closing contemplated by this **Agreement**, including any expenses associated with Purchaser's investigation of the Property.

ARTICLE IX

SELLER'S COVENANTS

Section 9.01 Seller's Covenants. Seller covenants that:

(a) During the period of negotiation until the Closing Date, Seller has and shall:

(i) maintain in full force and effect the insurance policies currently in effect with respect to the Property (or replacements continuing similar coverage);

(ii) operate and manage the Property in a manner consistent in all material respects with past practice and perform its obligations under Service Contracts and other **agreements** of Seller relating to the Property in all material respects;

(iii) promptly deliver to Purchaser copies of all written notices of Violations and promptly notify Purchaser of all judgments, claims and litigation affecting Seller or any part of the Property;

(iv) promptly notify Purchaser of the institution of any litigation, arbitration, administrative hearing before any court or governmental agency concerning or affecting the Seller, and/or the Property and of any such proceedings which are to Seller's knowledge threatened after the date hereof;

(v) promptly after the delivery or receipt thereof, deliver to Purchaser copies of all notices concerning Seller or the Property, which relate to the Assumed Contracts, releases of Hazardous Materials affecting the Property or any actual or threatened condemnation of the Property or any portion thereof given by or on behalf of any Federal, state or local agency, and copies of all other correspondence sent, filed, served on or received by Seller from any federal, state or local agency affecting the Property from and after the Effective Date;

(vi) not settle or compromise or agree to any settlement or compromise of any insurance or condemnation claim or award without the prior written consent of Purchaser, which may be granted or withheld in Purchaser's sole and absolute discretion except in the case of an emergency; and

(vii) pay all utility, tax and other charges accrued through the date of Closing.

(viii) Notify the purchaser of any changes to the use of the property.

(b) Beginning with the negotiation and initial tour of the property until the Closing Date, Seller has not and shall not, to the extent the same would be binding on or affect the Property or any owner thereof after the Closing, and except as permitted under the lease agreement between the parties for the operation of the campground and lodge, without Purchaser's prior written approval, which approval may be given or withheld in Purchaser's sole and absolute discretion:

(i) except as permitted and consistent with the lease agreement between the parties for the management of the campground and lodge, amend, modify or renew any Contracts existing on the date of closing.

(ii) enter into any **Brokerage Agreements**;

(iii) affirmatively (whether by action or inaction) subject the Property to any additional liens, encumbrances, covenants or **easements**, except for a conservation easement, which is a component of the parties' reasons for this agreement;

(iv) enter into any **agreement** which would require the consent of a third-party to consummate without the express and written authorization of the Purchaser;

(v) sell, transfer, encumber or change the status of title of all or any portion of the Property, except as referred in subparagraph 9.01(b) (iii) above;

(vi) cancel, amend or modify any certificate, approval, license or permit held by Seller with respect to the Property or any part thereof which would be binding upon Purchaser after the Closing without the express and written authorization of the Purchaser;

(vii) take any action in respect of any litigation or proceeding in respect of the Property which shall have a material adverse effect on the Property; provided, however, nothing shall preclude Seller from filing appropriate pleadings prior to the answer date or pursuant to an order of the court or administrative body. In the event Seller shall take any action in respect of any litigation or proceeding in respect of the Property, Seller shall indemnify and hold harmless Purchaser from and against any and all loss, liabilities, costs, damages, expenses, assessments, penalties (including without limitation, attorneys' fees) incurred by Purchaser as a result of any such litigation or proceeding. The foregoing indemnity shall survive the Closing without any restriction or limitation.

(c) From and after the beginning of negotiation and initial tour of the property Seller has not and shall not make any capital improvements or alterations or changes to the Property except those necessary for routine maintenance and those necessary to prevent loss of life, personal injury or property damage in emergency situations, without the express or written authorization of the Purchaser.

(d) On or before the Closing Date, Seller shall, at its sole cost and expense, modify (i) all Service Contracts, to disclose that it is no longer the owner, but is the Lessee of the campground and lodge.

(e) Seller shall cooperate and use all commercially reasonable efforts to [including its managing agent/property manager/board and offices] to cooperate with Purchaser to effectuate the transition of the Property, and its operation, in accordance with the agreements between the parties.

(f) At the Closing, the Property shall be free and clear of all liens, charges, encumbrances, mortgages, pledges, security interests, **easements**, **agreements** and other interests, adverse claims and title matters, except as otherwise provided in this **Agreement**.

(g) All contractors, suppliers and others who have performed services or labor or have supplied materials in connection with Seller's development, ownership or management of the Property have been or by Closing will be paid in full or arrangements reasonably satisfactory to

Purchaser will be made for payment thereafter to the extent the same is not yet due or is being contested in good faith, and all liens and/or commitment to arising therefrom have been or by Closing will be satisfied and released or affirmatively insured over by the Title Company.

ARTICLE X

REPRESENTATIONS AND WARRANTIES

Section 10.01 Seller's Representations and Warranties.

The matters of Seller set forth herein constitute representations and warranties by Seller, made as of the date hereof, and which are now and shall continue to be true, complete and correct up to and including the Closing Date. Seller hereby covenants, represents and warrants that:

(a) All of the documents and information required to be delivered to Purchaser as provided herein have been or will be so delivered without alteration or omission.

(b) Seller is a non-profit corporation duly formed and in good standing under the laws of the State of Wyoming, is qualified to conduct business in the State of Wyoming, and has the requisite power and authority to enter into and to perform the terms of this **Agreement**. Seller is not subject to any law, order, decree, restriction or **agreement** that prohibits or would be violated by this **Agreement** or the consummation of the transactions contemplated hereby. The execution and delivery of this **Agreement** and the consummation of the transaction contemplated hereby have been duly authorized by all requisite action of Seller. This **Agreement** constitutes, and each document and instrument contemplated hereby to be created and delivered by Seller, when executed and delivered, shall constitute the legal, valid, and binding obligation by Seller, enforceable against Seller in accordance with its respective terms (subject to bankruptcy, reorganization and other similar laws affecting the enforcement of creditors' rights generally).

(c) Seller has full right, power and authority to enter into and perform all of the obligations required of Seller under this **Agreement**, including, without limitation, transferring the Property to Purchaser without obtaining any further consents or approvals from, or the taking of any other actions with respect to, any third parties.

(d) Neither the execution, delivery and performance of this **Agreement**, nor the consummation of the transactions contemplated hereby is prohibited by, or requires Seller to obtain any consent, authorization, approval or registration under any law, statute, rule, regulation, judgment, order, writ, injunction or decree which is binding upon Seller.

(e) Seller has good and marketable title in fee simple to the Property. The Property has not been assigned or conveyed to any party. Seller has the right to convey the Property pursuant to the terms of this **Agreement**. No entity or person, other than Purchaser, pursuant to this **Agreement**, has a right to acquire any interest in the Property.

(f) There are no judgments presently outstanding and unsatisfied against Seller or the Property. Neither Seller nor the Property is involved in any litigation at law or in equity, or any other proceeding before any court, or by or before any governmental or administrative agency, whether relating to the transaction contemplated hereby or otherwise, and, to the best of Seller's knowledge, no such litigation or proceeding is threatened or pending but not yet served against Seller or the Property.

(g) Seller has not: (i) filed any voluntary or had involuntarily filed against it in any court or with any governmental body pursuant to any statute either of the United States or of any State, a petition in bankruptcy or insolvency or seeking to effect any plan or other arrangement with creditors, or seeking the appointment of a receiver; (ii) had a receiver, conservator or liquidating agent or similar person appointed for all or a substantial portion of its assets; (iii) suffered the attachment or other judicial seizure of all, or substantially all of its assets; (iv) given notice to any person or governmental body of insolvency; or (v) made an assignment for the benefit of its creditors or taken any other similar action for the protection or benefit of its creditors. Seller is not insolvent and will not be rendered insolvent by the performance of its obligations under this **Agreement**.

(h) Seller owns legal and beneficial title to all of the Improvements included in this sale, free and clear of all liens and encumbrances. True, correct and complete copies of all contractors' or subcontractors' guarantees and warranties relating to the Improvements, and all agreements, amendments, guarantees, side letters and other documents relating thereto, have been delivered to Purchaser by Seller. Attached as Schedule B. There are no other such documents or agreements, whether written or oral. All Improvements and/or Personal Property are conveyed "as is."

(i) Attached hereto as Schedule 4 is a listing and a copy of each insurance policy: the same are true, correct and complete list of all of Seller's insurance with respect to the Property or any part thereof. Seller has not performed, permitted or suffered any act or omission which would cause the insurance coverage provided in said policies to be reduced or cancelled, and Seller's insurance with respect to the Property complies with the terms of the existing mortgage financing on the Property, if any. Seller has not received (and has no knowledge of) any notice or request from any insurance company requiring the performance of any work or alteration in respect of the Property or any part thereof or cancelling or threatening to cancel any of said policies. Seller has made no claims under its casualty insurance policy maintained with respect to the Property and Seller has no knowledge of any casualty which has occurred with respect to any portion of the Property for which it could have made such a claim. No insurance carrier to which application has been made has refused to insure the Property or any personal property thereon.

(j) The Property is conveyed "as is." All installations, repairs, alterations or any other work done or being done on the Property, and all fixtures included in the sale, have been paid in full.

(k) No assessments or special assessments for public improvements or otherwise have been levied or are now affecting the Property. Seller does not know of: (i) any pending or threatened special assessments affecting the Property; or (ii) any contemplated improvement affecting the Property that may result in special assessments affecting the Property. There are no

monies owed by the Seller to any governmental agency for water charges, sewer rents, vault taxes or any other such charges relating to the Property.

(l) There has not been in the past twelve (12) months, and there is not now, any casualty affecting the Property, and there is not now any disrepair or damage that remains unrepaired, due to any prior casualty, if any, affecting the Property.

(m) There are no underground or above ground petroleum or hazardous material storage tanks on the Property, in use or abandoned, and no such tanks have been removed during Seller's ownership of the Property except in strict compliance with all laws, ordinances, and regulations regarding such removal. Seller has delivered to Purchaser true, correct and complete copies or original of the Environmental Report, together with any and all reports, studies, written commentaries, test results and investigations in Seller's possession and/or under its control, relating to the environmental condition of the Property.

(n) To the best of Seller's knowledge, there is no fact or condition which materially and adversely affects the business, operations, affairs, properties or condition of Seller or the Property, which has not been set forth in this **Agreement** or in the other documents, certificates or written statements furnished to Purchaser in connection with the transactions contemplated hereby.

(o) No person or party, other than Purchaser, has any right or option to acquire the Property or any part thereof or any interest therein.

(p) The foundations and roofs of all buildings located on the Property are conveyed "as is." All mechanical and utility systems (including air conditioning, plumbing, heating, sewage, gas, drainage and electrical systems) are conveyed "as is."

(q) No representation or warranty made by Seller in this **Agreement**, in any Exhibit or Schedule annexed hereto, or in any letter or certificate furnished to Purchaser pursuant to the terms hereof, each of which is incorporated herein by reference and made a part hereof, contains any untrue statement of a fact or omits to state a fact necessary to make the statements contained herein or therein not misleading.

Section 11.01 Survival of Seller Representations and Warranties.

(a) The Seller's representations and warranties set forth herein are true, complete and correct, as of the date hereof, and shall be true, complete and correct as of the Closing Date with the same force and effect as if first made at that time.

Section 11.02 Purchaser's Representations and Warranties. Purchaser represents and warrants that:

(a) Purchaser is a first class City in the State of Wyoming, duly formed and in good standing under the laws of the State of Wyoming. The City has the requisite power and authority to enter into and to perform the terms of this **Agreement**. Purchaser is not subject to any law,

order, decree, restriction or agreement that prohibits or would be violated by this **Agreement** or the consummation of the transactions contemplated hereby. The execution and delivery of this **Agreement** and the consummation of the transaction contemplated hereby have been duly authorized by all requisite action of its governing body, as its City Council. This **Agreement** constitutes, and each document and instrument contemplated hereby to be created and delivered by Purchaser, when executed and delivered, shall constitute the legal, valid, and binding obligation by Purchaser, enforceable against Purchaser in accordance with its respective terms (subject to bankruptcy, reorganization and other similar laws affecting the enforcement of creditors' rights generally).

(b) Purchaser, pursuant to City Council's authorization, has full right, power and authority to enter into and perform all of the obligations required of Purchaser under this **Agreement** without obtaining any further consents or approvals from, or the taking of any other actions with respect to, any third parties.

(c) To the best of its knowledge, neither the execution, delivery and performance of this **Agreement**, nor the consummation of the transactions contemplated hereby is prohibited by, or requires Purchaser to obtain any consent, authorization, approval or registration under any law, statute, rule, regulation, judgment, order, writ, injunction or decree which is binding upon Purchaser.

(d) To the best of its knowledge, there are no actions, lawsuits, litigation or proceedings pending or threatened in any court or before any governmental or regulatory agency that would have a materially adverse effect on Purchaser's power or authority to enter into or perform its obligations under this **Agreement**.

(e) To the best of its knowledge, there are no judgments, orders, or decrees of any kind against Purchaser unpaid or unsatisfied of record, nor any actions, suits or other legal or administrative proceedings pending or, to the best of Purchaser's actual knowledge, threatened against Purchaser, which would have any material adverse effect on the business or assets or the condition, financial or otherwise, of Purchaser or the ability of Purchaser to consummate the transactions contemplated by this **Agreement**.

Section 11.04 Survival of Purchaser Representations and Warranties. The Purchaser's representations and warranties set forth herein shall be continuing and shall be true and correct in all material respects as of the Closing Date with the same force and effect as if made at that time.

ARTICLE XII

CONDITIONS TO CLOSING

Section 12.01 Conditions to Closing. There shall be no material adverse change in the physical or operational condition of the property and improvements and the personal property from the condition as of the Effective Date, reasonable wear and tear excepted.

Section 13.01 No Third-Party Beneficiary.

(a) This **Agreement** is an **agreement** solely for the benefit of Seller and Purchaser (and their permitted successors and/or assigns). No other person, party or entity shall have any rights hereunder nor shall any other person, party or entity be entitled to rely upon the terms, covenants and provisions contained herein.

Section 13.02 Further Assurances. From the Effective Date, Seller and Purchaser each agrees to do such things, perform such acts and make, execute, acknowledge and deliver such documents as may be reasonably necessary and customary to complete the transactions contemplated by this **Agreement**. In particular, at the Closing and through the two-month period following the Closing, Seller and Purchaser each agrees to do such things as may be reasonably necessary with respect to the transfer of the operation of the Property, including with respect to the Assumed Contracts and Leases, to complete the transfer and memorialize the operation of the Property, pursuant to this Agreement.

Section 13.03 Interpretation and Construction.

(a) The Parties acknowledge that, in connection with negotiating and executing this **Agreement**, each has had the right and opportunity to obtain its own counsel and advisors and that each has reviewed and had the opportunity to discuss and question **Agreement**. The fact that this **Agreement** was prepared by Purchaser's counsel as a matter of convenience shall have no import or significance to the construction of this **Agreement**. Any uncertainty or ambiguity in this **Agreement** shall not be construed against either party. Any rule of construction that requires any ambiguities to be interpreted against the drafter shall not be employed in the interpretation of this **Agreement**.

(b) Any captions or headings used in this **Agreement** are for convenience only and do not define or limit the scope of this **Agreement**.

(c) The singular of any term, including any defined term, shall include the plural and the plural of any term shall include the singular. The use of any pronoun with respect to gender shall include the neutral, masculine, feminine and plural. The term "**Person**" or "**Persons**" includes a natural person or any corporation, limited liability company, partnership, trust or other type of entity validly formed.

Section 13.04 Days; Performance on a Saturday, Sunday or Holiday. Whenever the term "day" is used in this **Agreement**, it shall refer to a calendar day unless otherwise specified. A "**Business Day**" shall mean any weekday except for those weekdays that a banking institution within the State of Wyoming is required by said state to be closed (a "**Holiday**"). Should this **Agreement** require an act to be performed or a notice to be given on a Saturday, Sunday or Holiday, the act shall be performed or notice given on the following Business Day.

Section 13.05 Time Is of the Essence. The parties hereto acknowledge and agree that, except as otherwise expressly provided in this **Agreement**, TIME IS OF THE ESSENCE for the performance of all actions (including, without limitation, the giving of notices, the delivery of

documents and the funding of money) required or permitted to be taken under this **Agreement**. Whenever action must be taken (including, without limitation, the giving of notice, the delivery of documents or the funding of money) under this **Agreement**, prior to the expiration of, by no later than or on a particular date, unless otherwise expressly provided in this **Agreement**. However, notwithstanding anything to the contrary herein, whenever action must be taken (including, without limitation, the giving of Notice, the delivery of documents or the funding of money) under this **Agreement** prior to the expiration of, by no later than or on a particular date that is not a Business Day, then such date shall be extended until the immediately following Business Day.

Section 13.06 Governing Law. This **Agreement** shall be governed and construed in accordance with the laws of the State of Wyoming.

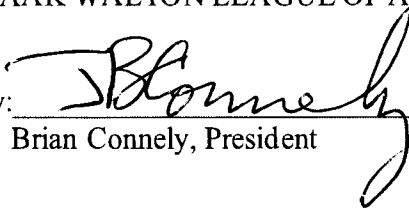
Section 13.07 Wyoming Governmental Claims Act. The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and the City specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act, and the laws of the State of Wyoming.

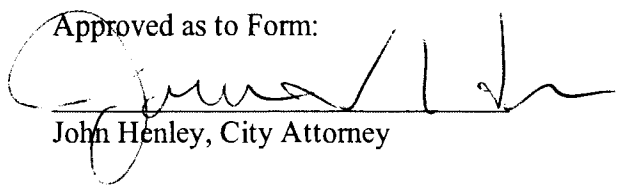
Section 13.08 Offer. This **Agreement** shall be deemed an offer from upon Seller to Purchaser which shall remain open throughout the closing date as stated herein.

Section 13.09 Fees and Capital Gains Taxes.

(a) Each Party to this **Agreement** shall be responsible for all costs it incurs in connection with the preparation, review and negotiation of this **Agreement** and the transactions and the Closing contemplated by this **Agreement**, including any attorneys' or consultants' fees. In addition, each Party is responsible for its own income taxes and capital gains taxes resulting from its operation or sale of the Property.

CHARLES E. PIERSALL CHAPTER OF THE
IZAAK WALTON LEAGUE OF AMERICA

By: 
Brian Connely, President

Approved as to Form:

John Henley, City Attorney

ATTEST:

CITY OF CASPER, WYOMING,
A Municipal Corporation:

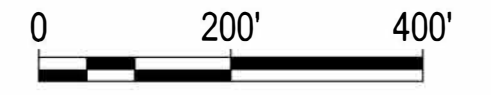
City Clerk

By: _____
Ray Pacheco
Mayor

Exhibit A

Cover Page

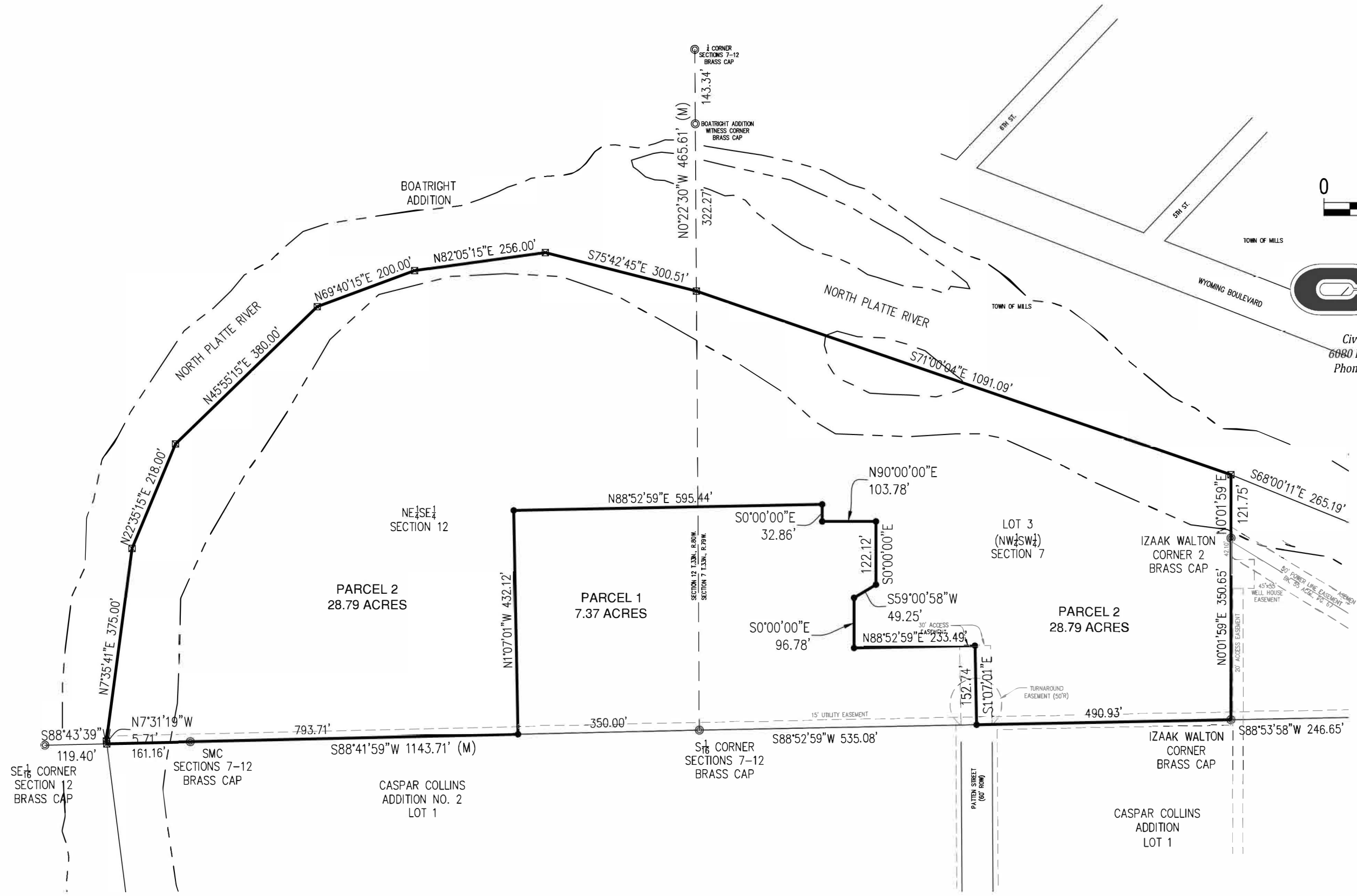
M:\Land 2021\Surveying\21-221 Izaak Walton League\Survey Plots\IZAAK WALTON EXHIBIT.dwg 4/29/2014, Bill



SCALE: 1" = 200'



Civil Engineering Professionals, Inc.
6080 Enterprise Drive, Casper, WY 82609
Phone 307.266.4346 Fax 307.266.0103
www.cepi-casper.com



DATE	REVISIONS	CHECKED	APPROVED	W.O. NO.	DRAWN BY:	CHECKED BY:	APPROVED BY:
				21-221	BF	BF	BF
					DATE: 05/22	DATE: 05/22	DATE: 05/22



Civil Engineering Professionals, Inc.
6080 Enterprise Drive - Casper, Wyoming 82609 • (307) 266-4346 • (307) 266-0103 fax

IZAAK WALTON LEAGUE
IZAAK WALTON PROPERTIES
CASPER WYOMING

IZAAK WALTON PARCELS #1 & #2



EXHIBIT "A"
IZAAK WALTON LEAGUE
Portion of Lot 3 (NW¼SW¼)
Section 7, T.33N., R.79W., & NE¼SE¼
Section 12, T.33N., R.80W., 6th P.M.
Natrona, County, Wyoming
IZAAK WALTON PARCEL 1

A parcel of land situate within portions of Lot 3 (NW¼SW¼) of Section 7, T.33N., R.79W., 6th P.M., and the NE¼SE¼ of Section 12, T.33N., R.80W., 6th P.M., Natrona County, Wyoming, being more particularly described as follows:

Commencing at the S1/16 corner common to said Sections 7 and 12, located on the north line of Caspar Collins Addition No. 2, monumented by a brass cap and being the Point of Beginning::

Thence S88°41'59"W, along the south line of the NE¼SE¼ of said Section 12, also the north line of the Caspar Collins Addition No. 2, a distance of 350.00 feet to a point;

Thence N01°07'01"W, a distance of 432.12 feet to a point;

Thence N88°52'59"E, a distance of 595.44 feet to a point;

Thence S00°00'00"E, a distance of 32.86 feet to a point;

Thence N90°00'00"E, a distance of 103.78 feet to a point;

Thence S00°00'00"E, a distance of 122.12 feet to a point;

Thence S59°00'58"W, a distance of 49.25 feet to a point;

Thence S00°00'00"E, a distance of 96.78 feet to a point;

Thence N88°52'59"E, a distance of 233.49 feet to a point;

Thence S01°07'01"E, a distance of 152.74 feet to a point;

Thence S88°52'59"W, along the south line of the parcel and the south line of the NW¼SW¼ of said Section 7, and the north line of the Caspar Collins Addition, a distance of 535.08 feet to a point;

The above described parcel of land contains 7.37 acres, more or less and is subject to any rights-of-way and/or easements, reservations and encumbrances which have been legally acquired.

I hereby certify that this description was prepared from notes taken during an actual survey made under my direct supervision in September, 2021, and that on the basis of my information knowledge and belief as a Professional Land Surveyor that this description is true and correct.



MODIFICATION IN ANY WAY OF THE FOREGOING DESCRIPTION IS STRICTLY PROHIBITED. I HAVE CAREFULLY REVIEWED THIS INFORMATION AND CERTIFY IT TO BE ACCURATE ON THE BASIS OF MY KNOWLEDGE AND BELIEF. ANY CHANGE, ADDITION OR DELETION OF ANY PART OF THIS DESCRIPTION WILL ACT TO VOID ANY WARRANTY OR RESPONSIBILITY, EXPRESSED OR IMPLIED, THAT I HAVE TOWARD THE SUBJECT PROPERTY.



EXHIBIT "A"
Portion of Lot 3 (NW¼SW¼)
Section 7, T.33N., R.79W., & NE¼SE¼
Section 12, T.33N., R.80W., 6th P.M.
Natrona, County, Wyoming
IZAAK WALTON PARCEL 2

A parcel of land situate within portions of Lot 3 (NW¼SW¼) of Section 7, T.33N., R.79W., 6th P.M., and the NE¼SE¼ of Section 12, T.33N., R.80W., 6th P.M., Natrona County, Wyoming, being more particularly described as follows:

Commencing at the S1/16 corner common to said Sections 7 and 12, located on the north line of Caspar Collins Addition No. 2, monumented by a brass cap:

Thence S88°41'59"W, along the south line of the NE¼SE¼ of said Section 12, also the north line of the Caspar Collins Addition No. 2, a distance of 350.00 feet to a point, being the Point of Beginning;

Thence continuing S88°41'59"W, along the south line of the parcel and the NE¼SE¼ of said Section 12, also the north line of Caspar Collins Addition No. 2, a distance of 793.71 feet to the southwest corner of the parcel, located within the North Platte River.

Thence N07°31'19"W, along the easterly line of the Boatright Addition, a distance of 5.71 feet to a point;

Thence N07°35'41"W, along the easterly line of the Boatright Addition, a distance of 375.00 feet to a point;

Thence N22°35'15"E, along the easterly line of the Boatright Addition, a distance of 218.00 feet to a point;

Thence N45°55'15"E, along the easterly line of the Boatright Addition, a distance of 380.00 feet to a point;

Thence N69°40'15"E, along the southerly line of the Boatright Addition, a distance of 200.00 feet to a point;

Thence N82°05'15"E, along the southerly line of the Boatright Addition, a distance of 256.00 feet to a point;

Thence S75°42'45"E, along the southerly line of the Boatright Addition, a distance of 300.51 feet to the southeast corner of the Boatright Addition, located on the east line of said Section 12;

Thence S71°00'04"E, along the north line of the parcel, a distance of 1091.09 feet to the northwest corner of the City of Casper parcel as described in Quit Claim Deed recorded as Instrument No. 320734, on October 15, 1981;

Thence S00°01'59"W, along the east line of the Izaak Walton parcel and the west line of the City of Casper parcel, a distance of 121.75 feet to a brass cap;

Thence continuing S00°01'59"W, along the east line of the Izaak Walton parcel and the west line of the City of Casper parcel, a distance of 350.65 feet to the southeast corner of the Izaak Walton parcel and the southwest corner of said City of Casper parcel, monumented by a brass cap;

Thence S88°52'59"W, along the south line of the parcel and the south line of the NW¼SW¼ of said Section 7, and the north line of the Caspar Collins Addition, a distance of 490.93 feet to a point;

Thence N01°07'01"W, a distance of 152.74 feet to a point;

Thence S88°52'59"W, a distance of 233.49 feet to a point;

Thence N00°00'00"W, a distance of 96.78 feet to a point;

Thence N59°00'58"E, a distance of 49.25 feet to a point;

Thence N00°00'00"W, a distance of 122.12 feet to a point;

Thence S90°00'00"W, a distance of 103.78 feet to a point;

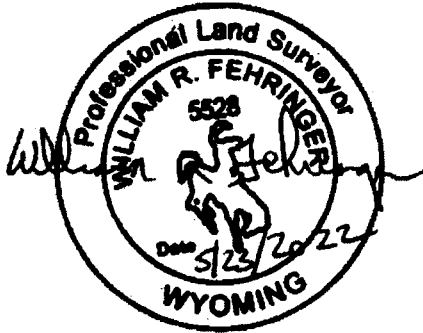
Thence N00°00'00"W, a distance of 32.86 feet to a point;

Thence S88°52'59"W, a distance of 595.44 feet to a point;

Thence S01°07'01"E, a distance of 432.12 feet to the Point of Beginning.

The above described parcel of land contains 28.79 acres, more or less and is subject to any rights-of-way and/or easements, reservations and encumbrances which have been legally acquired.

I hereby certify that this description was prepared from notes taken during an actual survey made under my direct supervision in September, 2021, and that on the basis of my information knowledge and belief as a Professional Land Surveyor that this description is true and correct.



MODIFICATION IN ANY WAY OF THE FOREGOING DESCRIPTION IS STRICTLY PROHIBITED. I HAVE CAREFULLY REVIEWED THIS INFORMATION AND CERTIFY IT TO BE ACCURATE ON THE BASIS OF MY KNOWLEDGE AND BELIEF. ANY CHANGE, ADDITION OR DELETION OF ANY PART OF THIS DESCRIPTION WILL ACT TO VOID ANY WARRANTY OR RESPONSIBILITY, EXPRESSED OR IMPLIED, THAT I HAVE TOWARD THE SUBJECT PROPERTY.

Exhibit B

Cover Page

Exhibit B – Personal Property

Lodge – Whirlpool Refrigerator



Lodge – Whirlpool Stove



Lodge – Projector Screen



Lodge – Projector



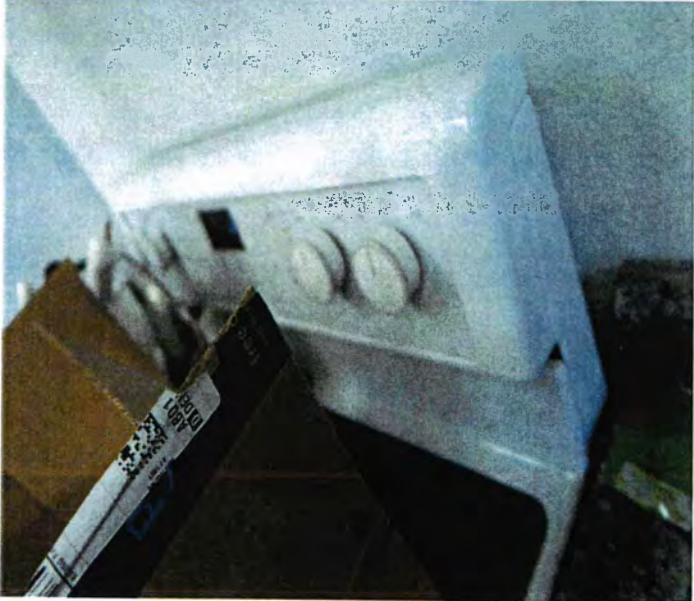
Lodge – Plastic Foldable Tables: 12 long, 1 medium, 2 short



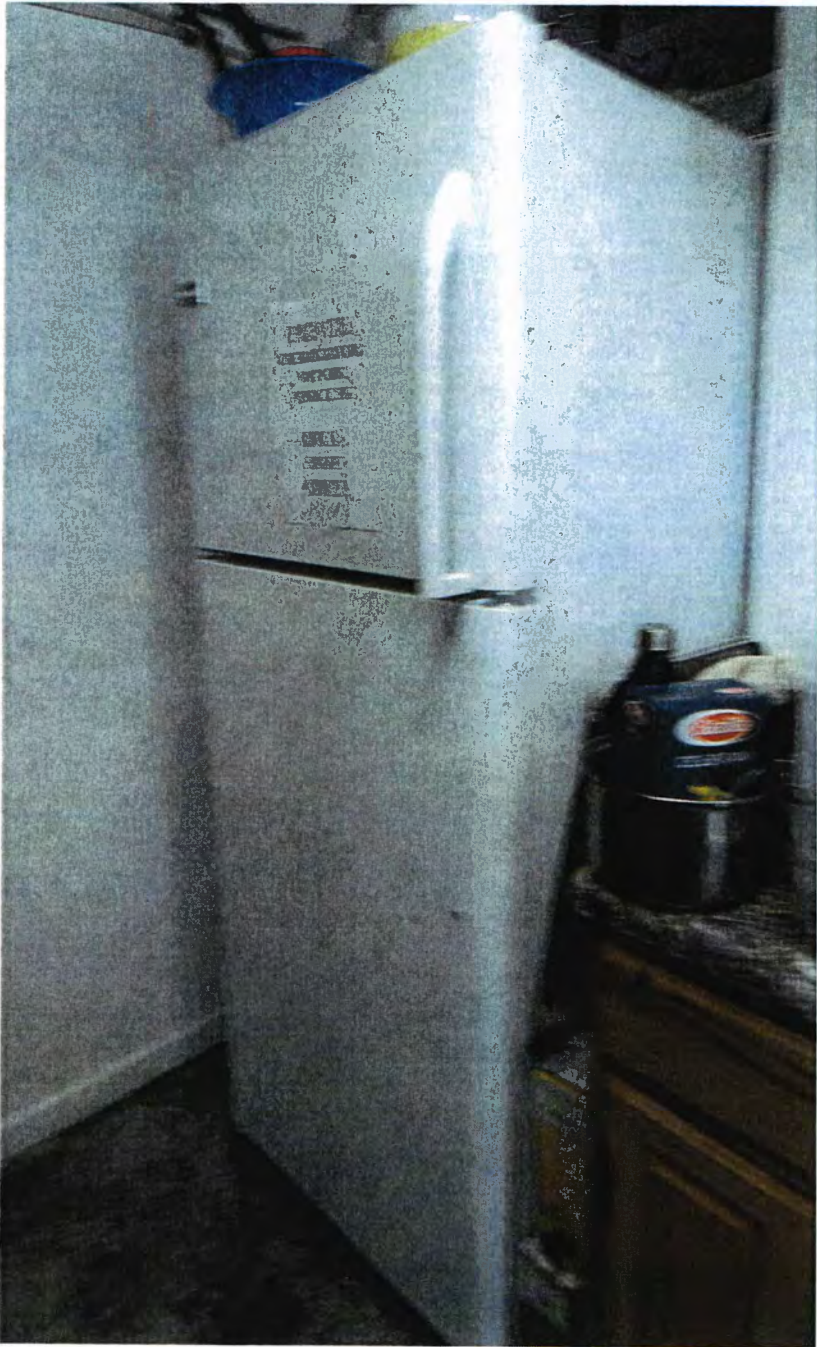
Lodge - 79 chairs



Lodge – Board Room – Whirlpool Stove



Lodge – Board Room – Refrigerator (brand unknown)



Lodge – Board Room – Ice Machine – Mazz Ice



Lodge – Board room table and 11 chairs



Shed behind the ledge (shed only)



Picnic tables around the lodge (17 in total)



Picnic tables around the lodge (17 in total) - continued



Gazebo with picnic table



Maintenance garage – furnace (wood burning)



Gazebo and swings (outside bathrooms)



Playground equipment (outside bathrooms)



Bathroom bench (total 2 – women and men bathroom)



The office – wall installed AC unit



Office – deep freezer (total 2)



Office – Refrigerator



Exhibit C

Cover Page

Exhibit C
Leased Property Survey

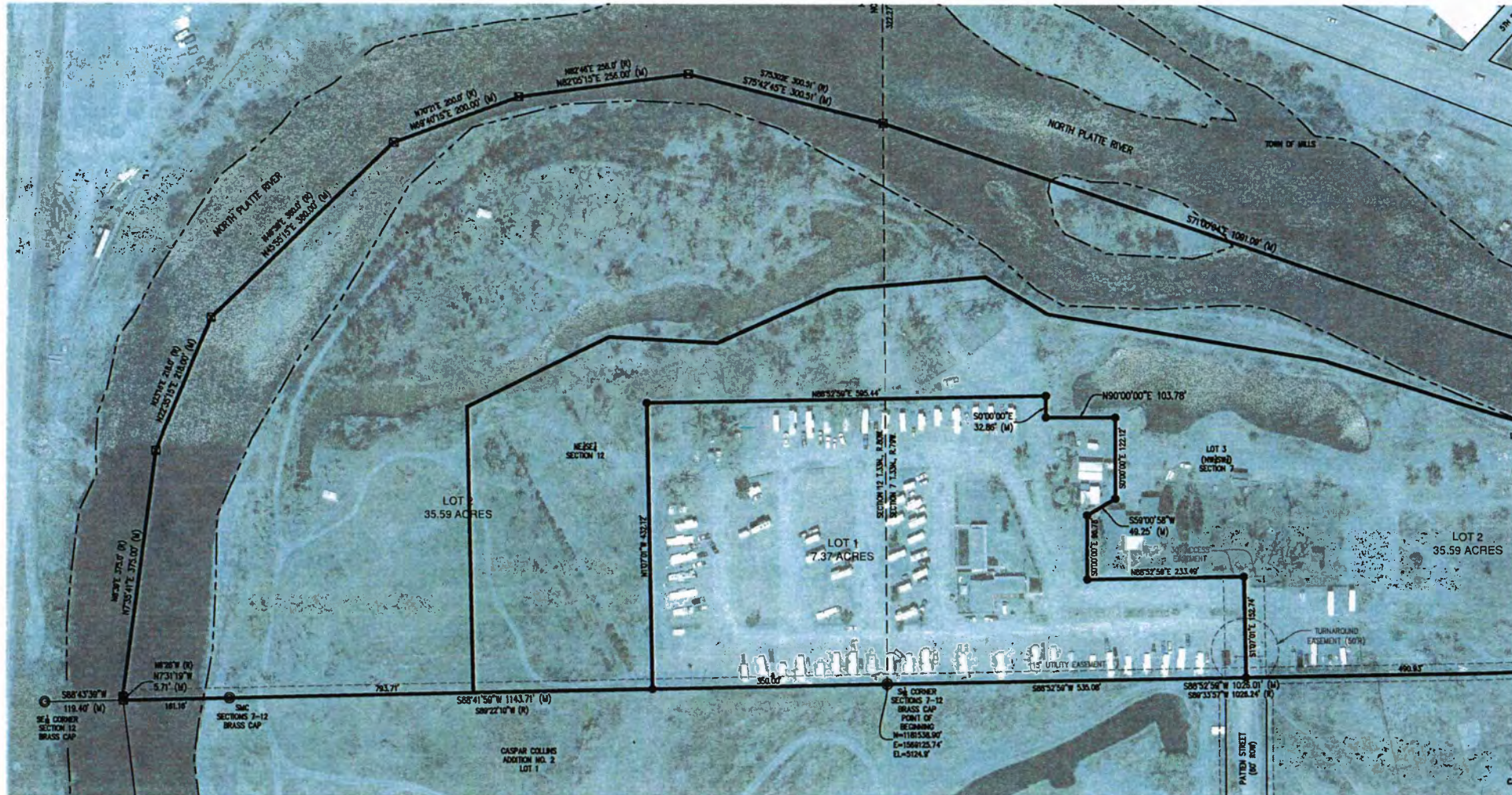


Exhibit D

Cover Page

Exhibit D

Property Inspection

The Property was inspected on December 17, 2020 with building inspectors from the City of Casper and Brian Connely, President of Charles E. Piersall Chapter, Izaak Walton League. The findings are outlined below.

As requested, an inspection walk through was completed for the Isaak Walton campground and adjoining buildings. Dan Elston (Building Official) and Shawn Barrett (Electrical Inspector) met with John Henley and Jolene Martinez of the City of Casper and accompanied them with other persons through the existing buildings and campground to identify the existing conditions of the property and structures.

It is important to realize that a change of ownership does not require building code upgrades to current code standards be completed for the sale. The following concerns should be addressed or recognized by both parties in terms of the change of ownership.

The Lodge: Built approx. 1938 and Meeting Hall Built 1954

- The roof has T-Lok type shingles that are in poor condition, typically insurance companies will not insure this type of roofing system. The roof shingles would need to be removed and replaced. This is for insurance purposes not a code requirement. *Per Jon Brady, roof was replaced after a windstorm and covered by insurance in 2020/2021.*
- Parking lot is not paved or striped with ADA parking identified. This is a City requirement for parking and with no work considered, it would be grandfathered at this time. If work was to commence in the future the Planning and Zoning Dept. would determine parking lot requirements.
- There is “negative” drainage around the building, this should be repaired to minimize any future damage to the structure.
- Unit heater and fire place insert are the only heat source in the east portion of the building. There is no conditioned air for this area. Required by code if future remodel was to be considered.
- Restrooms would need to be upgraded if remodel was considered.
- Unable to inspect attic furnace at time of walk through. Would not anticipate any changes.
- Exposed “Romex wiring” on the east end should be addressed.
- Exterior wall covering in disrepair on east end. (you can see through the wall)
- Electrical outlets not tamper resistant, not a code issue but a safety issue.

Shower Building:

- Reseal counters at the lavatories.
- Repair toilet that is 1” above the finished floor.

Boiler Room -Shower Building:

- No backflow preventer on 1 ½” incoming water service.

- No water meter, was explained that the water is free.
- Large electrical junction box requires a cover.

Maintenance Shop:

- Solid fuel burning appliances are not allowed in garages. Remove wood burning stove.

Campground Spaces:

- GFCI protection on electrical outlets recommended for safety, required by code if spaces were to be upgraded.
- Extension cords for heating water pipes should be repaired for safety purposes.
- All sewer connections from campers to sewer piping required to be “gas tight”. Numerous are sealed with rags or nothing.

General Notes:

- There are many areas that GFCI electrical outlets should be installed for safety purpose even though it is not required by code until upgrades are considered.
- Extension cords are used for many purposes throughout and should be alleviated for safety. Fire Department annual inspection would require them to be removed.

DEED OF PERPETUAL CONSERVATION EASEMENT

THIS DEED OF PERPETUAL CONSERVATION EASEMENT is made and entered into this 1st day of June, 2022, by Charles E. Piersall Chapter of the Izaak Walton League of America, a non-profit corporation, qualified to do business in the State of Wyoming, having an address at 4205 Fort Casper Road, Casper, Wyoming 82604 "Grantor" the City of Caper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, WY 82601 "Grantee".

Recitals

WHEREAS, Grantee acting through the Governing Body of the City of Casper, Wyoming, a Wyoming municipal corporation, pursuant to Wyoming State Statutes 15-1-103 (a) (iii) and 15-1-103 (a) (vi) desires to purchase and receive a donation of property in trust for public purposes specifically the purposes set forth herein obtain interest in lands that abut the North Platte River in Natrona County, Wyoming; and,

WHEREAS, Grantor is the sole owner in fee simple of certain real property in Natrona County, Wyoming, of Parcel 2 of the Izaak Walton property described in Exhibit A, attached hereto and incorporated by this reference (the "Conservation Easement"), containing 28.79 acres, more or less; and,

WHEREAS, the Conservation Easement property to the Grantee, are conveyed pursuant to this Deed of Perpetual Conservation Easement, currently remains in a substantially undisturbed natural state and has significant ecological, scenic and open-space values and provides significant, relatively natural habitat for native wildlife and habitat for migratory birds and water fowl; and,

WHEREAS, the Conservation Easement property is adjacent to land currently administered by the City of Casper; that land provides raw water for current and future water production resources for municipal and domestic use by the Grantees, City of Casper, and Central Wyoming Regional Water System; and,

WHEREAS, the Conservation Easement property land traditionally and currently has been managed as a scenic retreat, for recreation, for Izaak Walton League functions, for conservation, and for source water supply and water production facilities, which has maintained the ecological, scenic and open space values of Grantor's land along the North Platte River corridor; and may have preserved archeological and cultural assets; and,

WHEREAS, the Conservation Easement property land has frontage on the North Platte River, and contains wetland and riparian areas and all of the ecological, scenic and open-space values and production of water from wells (current and future) and possible archeological and cultural assets, which are of great importance to Grantor and the Grantee and to the citizens of the surrounding area and are worthy of preservation; and,

WHEREAS, Grantor conveys to Grantee this Conservation Easement property as described generally as Parcel 2 of the Izaak Walton property and more particularly described as set forth in Exhibit A, attached hereto, and the affirmative rights to identify, to preserve and protect in perpetuity, and to enhance, restore, and increase the native species, natural features, archeological and cultural assets and water source supply and production processes, and the scenic, open space values of the land; and;

WHEREAS, in addition to this conveyance, Grantor desires and intends to transfer the Conservation Easement property in fee simple, but subject to this Deed of Perpetual Conservation Easement, to Grantee;

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the Grantor hereby grants to the City of Casper, Wyoming, Grantee, this Perpetual Conservation Easement as the property described on Exhibit A, attached hereto, for the maintenance of the Property and the associated natural, open space, wetland and riparian values, archeological and cultural assets, and water source supply and water production facilities on the terms and conditions stated herein ("Easement"). There is included in this Conservation Easement a right of access and use by designated representatives of the Grantee over any and all Easement lands for the purposes of this Easement. There is included in this Conservation Easement a right of use retained by the Grantor to a portion of Parcel 2 (see the legal description attached as Exhibit A-1) for so long as Grantor leases Parcel 1 from the City of Casper; thereafter, the Conservation Easement purposes as stated herein shall be enforced by the City of Casper; shall have the right of use of the lodge for a period of up to fifteen years. Should the Charles E. Piersall Chapter of Izaak Walton League of America not continue to lease Parcel 1 for the anticipated fifteen years, the Charles E. Piersall Chapter of Izaak Walton League of America shall still have the right to use the lodge for Charles E. Piersall Chapter of Izaak Walton League of America purposes as it has traditionally been used by the Charles E. Piersall Chapter of Izaak Walton League of America for the duration of that fifteen year period.

1. **Purpose.** It is the purpose of this Conservation Easement to preserve and protect in perpetuity and upon mutual agreement to enhance, restore and utilize the significant relatively natural habitat, natural ecosystems, archeological and cultural assets, and water supply and water production facilities, and to maintain the scenic open space values of the land. Specifically, and without limitation of the general purposes, it is the purpose hereof to preserve, protect, and to enhance the natural habitats on the Conservation Easement Property for the purposes stated above.

2. **Easement Documentation Report.** The parties acknowledge that an Easement Documentation Report (the "Report") more particularly described in Exhibit B, and attached hereto of the Conservation Easement Land has been prepared for historical reference and comparison. The Report, signed by the Grantor and the Grantee, has been placed on file with the Grantor and Grantee. The Grantor and Grantee acknowledge the property is encumbered by certain easements of record but no mortgages.

3. **Obligations of Grantee.** To accomplish the purpose of this Easement, the following specific rights and duties are conveyed to Grantee:
- (a) To identify, to preserve and protect in perpetuity and to enhance the relatively natural habitat for plants, wildlife and similar ecosystems on the Conservation Easement Land. To preserve and protect the ability to provide raw water and to preserve and protect the scenic and open space values of the land and archeological and cultural assets.
 - (b) To monitor compliance with and otherwise enforce the terms of this Conservation Easement.
 - (c) To prevent damage to or the destruction of the conservation purposes of this Conservation Easement, which will be reasonably exercised and will take into account the Grantee's right to engage in and increase water production activities and to conduct river and riparian restoration construction activities.
 - (d) To obtain injunctive and other equitable relief against any trespass activity on, or the use of the Conservation Easement Land which is inconsistent with this Conservation Easement, and to enforce the restoration of such areas or features of the Conservation Easement land as may be damaged by such activities.
 - (e) In that portion of Parcel 2 described in Exhibit A-1, the obligations of the Grantee, with respect to the use by Grantor of the described property in Exhibit A-1 shall abate. It is the intention of Grantee that it shall be able to continue its campground business, lodge use, and vehicle storage as currently utilized for so long as the Grantor leases back Parcel 1 and that portion of Parcel 2 as described in Exhibit A-1.
4. **Prohibited Activities.** The following uses and practices are inconsistent with the purpose of this Conservation Easement and are expressly prohibited:
- (a) The impairment of the significant relatively natural habitat for plants, wildlife, or similar ecosystems within the Conservation Easement except as is consistent with the other purposes described herein of this Conservation Easement.
 - (b) The construction or placement of any buildings, permanent camping accommodations, mobile homes, billboards, or other advertising materials or any structures, except as is consistent with the purposes described herein.
 - (c) The removal or destruction of native vegetation, except as is consistent under the purposes described herein.
 - (d) The introduction of non-native animal species.
 - (e) The introduction of agrichemicals other than for the control of noxious weeds and/or pests.
 - (f) The construction of any roads or vehicle trails within of the Conservation Easement, except for vehicles of Grantee or its agents as are needed for the development, sourcing and production of water wells.

- (g) The trapping of animals and the hunting of any non-game animals, except as may be necessary for the control of rabies or other contagions.
 - (h) The exploration for or extraction of minerals, oil, gas, or other hydrocarbons, + soils, sands, gravel, rock, or other materials on or below the surface of the Conservation Easement land with the exception of any exploration or extraction of water which is expressly permitted as a purpose hereof.
 - (i) The use of any motorized vehicles off roadways now existing (as shown in the Report) or new roadways permitted herein, except for temporary ingress and egress for the development and production of water and river and riparian restoration work.
 - (j) The dumping or other disposal of toxic materials or of non-compostable refuse.
 - (k) The use of the property for any industrial purposes. The use of the property for any commercial purposes is prohibited except for water production and development uses and non-profit uses described herein.
 - (l) Any change to the topography of Grantor's land through the placement therein of soil, landfill, dredging soils, other material, except for backfilling, reclamation, and restoration for the purposes described herein and except for incidental and necessary to the activities permitted herein including uncovering archeological and cultural assets, installing, developing and/or maintaining water wells, and constructing and completing river and riparian restoration.
 - (m) The harvest of timber except as necessary for the activities permitted herein.
 - (n) The pollution of any surface or subsurface water.
5. **Costs.** Grantee agrees to bear all costs of its compliance with this Conservation Easement.
6. **Prohibition of Assignment.** The Grantee may not transfer or assign this Conservation Easement or its interest in the Conservation Easement Property to any organization. Any effort to transfer the Conservation Easement Land shall be void. Grantor or a collection of fifteen (15) or more unrelated citizens of Natrona County, shall have pursuant to the terms hereof, standing before any court of competent jurisdiction and venue to assert this position.
7. **Conveyance of Rights.** Grantor hereby grants to the Grantee all of its rights to the proposed Conservation Easement except as specifically reserved herein, that are now and hereafter allocated to, implied, reserved or inherent in the Conservation Easement Land. Specifically as reserved herein is all of the Izaak Walton functions so long as Izaak Walton is a tenant of the City of Caperton on that portion of the conservation easement described in the legal description Exhibit A-1.
8. **Extinguishment.** If circumstances arise in the future that render the purpose of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, whether with respect to all or part of the Conservation

Easement Land, by judicial proceeding in a court of competent jurisdiction. Grantor or one or more collections of fifteen (15) or more unrelated citizens shall have standing to appear and assert that the purpose of this Conservation Easement are not impossible to accomplish.

9. **Invalidity of Provision.** If any provision of this Deed of Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of the Deed of Conservation Easement and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

10. **Entirety of Agreement.** This instrument sets forth the entire agreement of the parties, with respect to this Conservation Easement and the land described, and supersedes all prior discussions, negotiations, understanding, or agreements relating to this Conservation Easement all of which are merged herein.

TO HAVE AND TO HOLD the Conservation Easement hereby granted unto Grantee, a public municipal corporation of the State of Wyoming, forever. This grant shall be binding upon the Grantee and shall run with the land and shall constitute a servitude upon the above described land. Grantor conveys and warrants that Grantor has the full right, power and authority to execute this conveyance, and that said land is free and clear of liens, claims or encumbrances, except as described herein, and that the Grantor will defend the title to the easement conveyed herein and quiet enjoyment thereof against the lawful claims and demands of all persons.

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IN WITNESS WHEREOF, the Grantor has hereunto set their hand this 1st
day of June, 2022.

GRANTOR

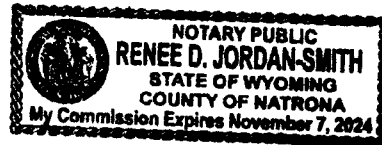
Charles Piersall Chapter of the Izaak Walton League
of America
BY: J. B. Connely, President

On the 1st day of June, 2022, before me, the undersigned, a Notary Public in and for said State personally appeared J. B. Connely, known to be or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument.

Witness my hand and seal.

Renee D. Jordan-Smith

Notary Public



My Commission Expires: Nov. 7, 2024

Exhibit A
Description of Property



EXHIBIT "A"
Portion of Lot 3 (NW¼SW¼)
Section 7, T.33N., R.79W., & NE¼SE¼
Section 12, T.33N., R.80W., 6th P.M.
Natrona, County, Wyoming
IZAAK WALTON PARCEL 2

A parcel of land situate within portions of Lot 3 (NW¼SW¼) of Section 7, T.33N., R.79W., 6th P.M., and the NE¼SE¼ of Section 12, T.33N., R.80W., 6th P.M., Natrona County, Wyoming, being more particularly described as follows:

Commencing at the S1/16 corner common to said Sections 7 and 12, located on the north line of Caspar Collins Addition No. 2, monumented by a brass cap:

Thence S88°41'59"W, along the south line of the NE¼SE¼ of said Section 12, also the north line of the Caspar Collins Addition No. 2, a distance of 350.00 feet to a point, being the Point of Beginning;

Thence continuing S88°41'59"W, along the south line of the parcel and the NE¼SE¼ of said Section 12, also the north line of Caspar Collins Addition No. 2, a distance of 793.71 feet to the southwest corner of the parcel, located within the North Platte River.

Thence N07°31'19"W, along the easterly line of the Boatright Addition, a distance of 5.71 feet to a point;

Thence N07°35'41"W, along the easterly line of the Boatright Addition, a distance of 375.00 feet to a point;

Thence N22°35'15"E, along the easterly line of the Boatright Addition, a distance of 218.00 feet to a point;

Thence N45°55'15"E, along the easterly line of the Boatright Addition, a distance of 380.00 feet to a point;

Thence N69°40'15"E, along the southerly line of the Boatright Addition, a distance of 200.00 feet to a point;

Thence N82°05'15"E, along the southerly line of the Boatright Addition, a distance of 256.00 feet to a point;

Thence S75°42'45"E, along the southerly line of the Boatright Addition, a distance of 300.51 feet to the southeast corner of the Boatright Addition, located on the east line of said Section 12;

Thence S71°00'04"E, along the north line of the parcel, a distance of 1091.09 feet to the northwest corner of the City of Casper parcel as described in Quit Claim Deed recorded as Instrument No. 320734, on October 15, 1981;

Thence S00°01'59"W, along the east line of the Izaak Walton parcel and the west line of the City of Casper parcel, a distance of 121.75 feet to a brass cap;

Thence continuing S00°01'59"W, along the east line of the Izaak Walton parcel and the west line of the City of Casper parcel, a distance of 350.65 feet to the southeast corner of the Izaak Walton parcel and the southwest corner of said City of Casper parcel, monumented by a brass cap;

Thence S88°52'59"W, along the south line of the parcel and the south line of the NW¼SW¼ of said Section 7, and the north line of the Caspar Collins Addition, a distance of 490.93 feet to a point;

Thence N01°07'01"W, a distance of 152.74 feet to a point;

Thence S88°52'59"W, a distance of 233.49 feet to a point;

Thence N00°00'00"W, a distance of 96.78 feet to a point;

Thence N59°00'58"E, a distance of 49.25 feet to a point;

Thence N00°00'00"W, a distance of 122.12 feet to a point;

Thence S90°00'00"W, a distance of 103.78 feet to a point;

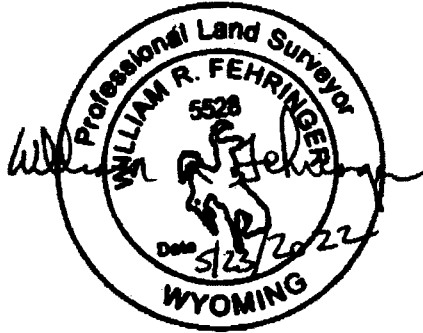
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Thence S88°52'59"W, a distance of 595.44 feet to a point;

Thence S01°07'01"E, a distance of 432.12 feet to the Point of Beginning.

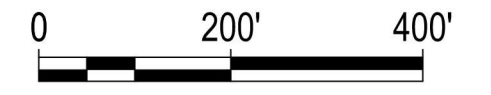
The above described parcel of land contains 28.79 acres, more or less and is subject to any rights-of-way and/or easements, reservations and encumbrances which have been legally acquired.

I hereby certify that this description was prepared from notes taken during an actual survey made under my direct supervision in September, 2021, and that on the basis of my information knowledge and belief as a Professional Land Surveyor that this description is true and correct.



MODIFICATION IN ANY WAY OF THE FOREGOING DESCRIPTION IS STRICTLY PROHIBITED. I HAVE CAREFULLY REVIEWED THIS INFORMATION AND CERTIFY IT TO BE ACCURATE ON THE BASIS OF MY KNOWLEDGE AND BELIEF. ANY CHANGE, ADDITION OR DELETION OF ANY PART OF THIS DESCRIPTION WILL ACT TO VOID ANY WARRANTY OR RESPONSIBILITY, EXPRESSED OR IMPLIED, THAT I HAVE TOWARD THE SUBJECT PROPERTY.

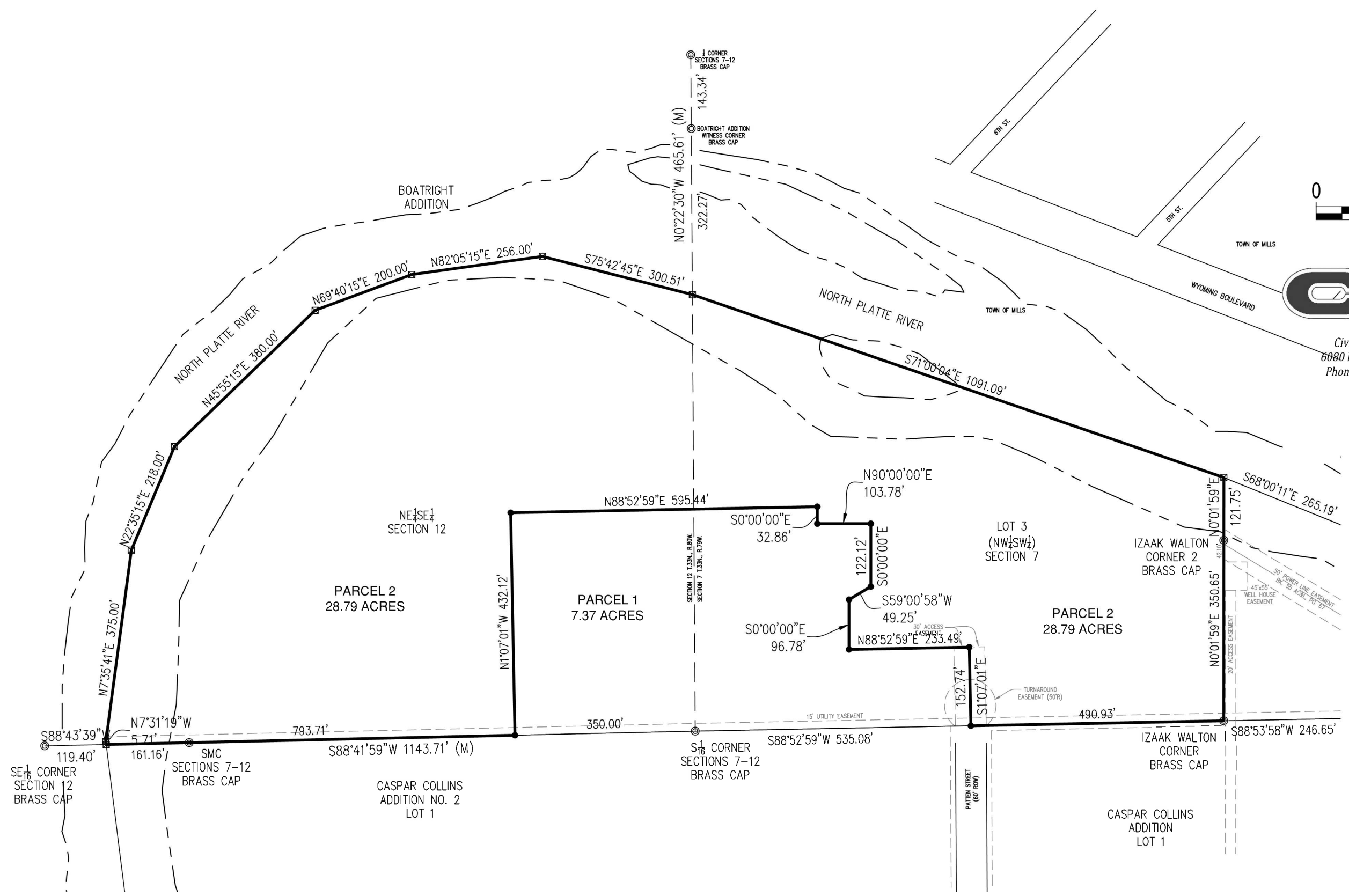
M:\Land 2021\Surveying\21-221 Izaak Walton League\Survey Plats\IZAAK WALTON EXHIBIT.dwg, 4/29/2014, Bill



SCALE: 1" = 200'



Civil Engineering Professionals, Inc.
6080 Enterprise Drive, Casper, WY 82609
Phone 307.266.4346 Fax 307.266.0103
www.cepi-casper.com



DATE	REVISIONS	CHECKED	APPROVED	W.O. NO.	DRAWN BY:	CHECKED BY:	APPROVED BY:
				21-221	BF	BF	BF
					DATE: 05/22	DATE: 05/22	DATE: 05/22



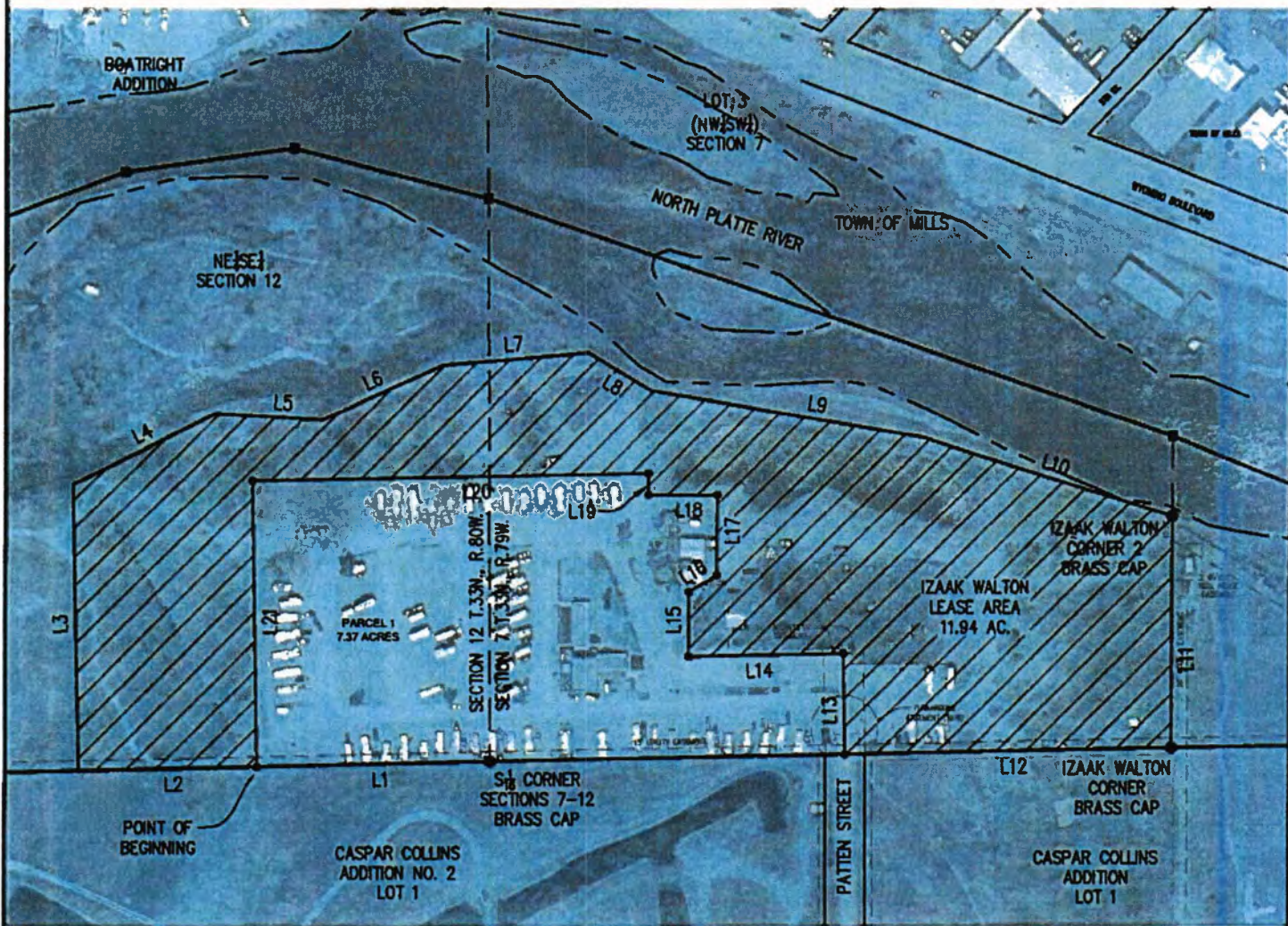
Civil Engineering Professionals, Inc.
6080 Enterprise Drive - Casper, Wyoming 82609 • (307) 266-4346 • (307) 266-0103 fax

IZAAK WALTON LEAGUE
IZAAK WALTON PROPERTIES
CASPER WYOMING

IZAAK WALTON PARCELS #1 & #2

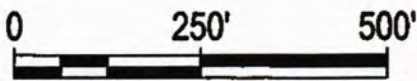
SHEET
131 of 1

Exhibit A-1
Lease Conservation Easement Area



LINE TABLE		
Line #	Bearing	Length
L1	S88°41'59"W	350.00'
L2	S88°41'59"W	267.93'
L3	N1°18'01"W	431.85'
L4	N63°25'13"E	237.68'
L5	S86°49'22"E	161.91'
L6	N65°41'20"E	197.87'
L7	N85°02'49"E	220.03'
L8	S59°00'25"E	109.41'
L9	S80°27'03"E	415.83'
L10	S72°21'24"E	394.53'
L11	S0°01'59"W	350.65'

LINE TABLE		
Line #	Bearing	Length
L12	S88°52'59"W	490.94'
L13	N1°07'01"W	152.74'
L14	S88°52'59"W	233.49'
L15	N0°00'00"E	96.78'
L16	N59°00'58"E	49.25'
L17	N0°00'00"E	122.12'
L18	N90°00'00"W	103.78'
L19	N0°00'00"E	32.86'
L20	S88°52'59"W	595.44'
L21	S1°07'01"E	432.12'



SCALE: 1" = 250'



Civil Engineering Professionals, Inc.
6080 Enterprise Drive, Casper, WY 82609
Phone 307.266.4346 Fax 307.266.0103
www.cepi-casper.com

EXHIBIT "A-1"
IZAAK WALTON LEASE AREA
Lot 3 (NW{SW} Section 7, T.33N., R.79W.
NE{SE} Section 12, T.33N., R.799W.
Natrona County, Wyoming
May, 2022
W.O. 21-221



EXHIBIT "A-1"
Portion of the Lot 3 (NW¼SW¼)
Section 7, T.33N., R.79W., &
NE¼SE¼ Section 12, T.33N., R.80W., 6th P.M.
Natrona, County, Wyoming

A parcel of land situate within portions of Lot 3 (NW¼SW¼) of Section 7, T.33N., R.79W., 6th P.M., and the NE¼SE¼ of Section 12, T.33N., R.80W., 6th P.M., Natrona County, Wyoming, as shown on Exhibit A-1, attached hereto and by this reference made a part hereof and being more particularly described as follows:

Commencing at the S1/16 corner common to said Sections 7 and 12, located on the north line of Caspar Collins Addition No. 2, monumented by a brass cap:

Thence S88°41'59"W, along the south line of the NE¼SE¼ of said Section 12, also the north line of the Caspar Collins Addition No. 2, a distance of 350.00 feet to a point, being the Point of Beginning;

Thence continuing S88°41'59"W, along the south line of the parcel and the NE¼SE¼ of said Section 12, also the north line of Caspar Collins Addition No. 2, a distance of 267.93 feet to the southwest corner of the parcel;

Thence N01°18'01"W, a distance of 431.85 feet to a point;

Thence N63°25'13"E, a distance of 237.68 feet to a point;

Thence S86°49'22"E, a distance of 161.91 feet to a point;

Thence N65°41'20"E, a distance of 197.87 feet to a point;

Thence N85°02'49"E, a distance of 220.03 feet to a point;

Thence S59°00'25"E, a distance of 109.41 feet to a point;

Thence S80°27'03"E, a distance of 415.83 feet to a point;

Thence S72°21'24"E, a distance of 394.53 feet to a point;

Thence S00°01'59"W, a distance of 350.65 feet to the southeast corner of the parcel, located on the south line of Lot 3 (NW¼SW¼) of said Section 7, also the north line of the Caspar Collins Addition;

Thence S88°52'59"W, along the south line of the parcel and the south line of Lot 3 (NW¼SW¼) of said Section 7, and the north line of the Caspar Collins Addition, a distance of 490.94 feet to a point;

Thence N01°07'01"W, a distance of 152.74 feet to a point;

Thence S88°52'59"W, a distance of 233.49 feet to a point;

Thence N00°00'00"W, a distance of 96.78 feet to a point;

Thence N59°00'58"E, a distance of 49.25 feet to a point;

Thence N00°00'00"W, a distance of 122.12 feet to a point;

Thence N90°00'00"W, a distance of 103.78 feet to a point;

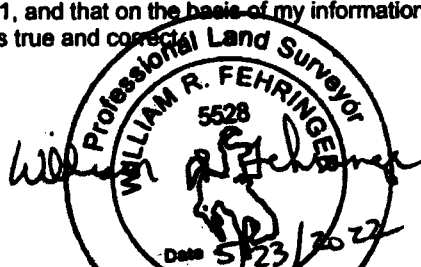
Thence N00°00'00"E, a distance of 32.86 feet to a point;

Thence S88°52'59"W, a distance of 595.44 feet to a point;

Thence S01°07'01"E, a distance of 432.12 feet to the Point of Beginning.

The above described parcel of land contains 11.94 acres, more or less and is subject to any rights-of-way and/or easements, reservations and encumbrances which have been legally acquired.

I hereby certify that this description was prepared from notes taken during an actual survey made under my direct supervision in September, 2021, and that on the basis of my information knowledge and belief as a Professional Land Surveyor that this description is true and correct.



MODIFICATION IN ANY WAY OF THE FOREGOING DESCRIPTION IS STRICTLY PROHIBITED. I HAVE CAREFULLY REVIEWED THIS INFORMATION AND CERTIFY IT TO BE ACCURATE ON THE BASIS OF MY KNOWLEDGE AND BELIEF. ANY CHANGE, ADDITION OR DELETION OF ANY PART OF THIS DESCRIPTION WILL ACT TO VOID ANY WARRANTY OR RESPONSIBILITY, EXPRESSED OR IMPLIED, THAT I HAVE TOWARD THE SUBJECT PROPERTY.

Exhibit B
Report

Exhibit B

Conservation Easement Documentation Report

Brief History of the Charles E. Piersall Chapter, Izaak Walton League of America Property

The Charles E. Piersall Chapter, Izaak Walton League of America (Chapter) was chartered initially as Casper Chapter Number Nine June 6, 1925 and incorporated in the State of Wyoming on December 7, 1936. In 1973, the Chapter was renamed the Charles E. Piersall Chapter.

In 1937, the organization completed two property purchases: 13.5 acres for \$172 in unpaid taxes and 51.08 acres in the township of Mills (Property). The Property's first physical structure, a lodge, was built from logs cut on Casper Mountain with workers from the Works Progress Administration (WPA) in 1938. In 1953, the Chapter conveyed 30.32 acres to the City of Casper, using the funds to build a new meeting hall.

Later in 1961, the Chapter allocated space for an RV park and campground area and moved a building acquired from the Casper Air Base to the property. Showers, basins and toilets were added to the building. In 1977, the Chapter completed significant improvements to this space, including new water lines, thermal heaters, unit accommodation expansion as well as a new sewer system, which was forced-feed with below-ground pump and ventilation. It was placed beneath the Fort Caspar grounds and attached to the City's system, which only reached the east boundary of the Fairgrounds property along 13th Street. The Property's existing septic system was deemed defective, and neither upgrades nor expansions were permitted due to North Platte River proximity. Around this time, roofs on the both the Lodge and Meeting Hall were replaced.

In 1981, the Chapter transferred 2.38 acres that contained the bridge mounds of the original Platte River Bridge to the City as a park contribution for its Fort Caspar project. Then in 1988, the Chapter transferred the sewer system to the City of Casper along with all alarms and controls to the City's new water building.

In 2008, the Chapter upgraded water lines, landscaping and electrical systems. It added a new steel maintenance building, improved toilet facilities in the Property's camping section and updated all campground building exteriors.

In 2014, the Property consisted of 31.88 acres, 11.1 within the Mills Township and the remainder in Natrona County.

Description of Aquifer and Current Water Wells

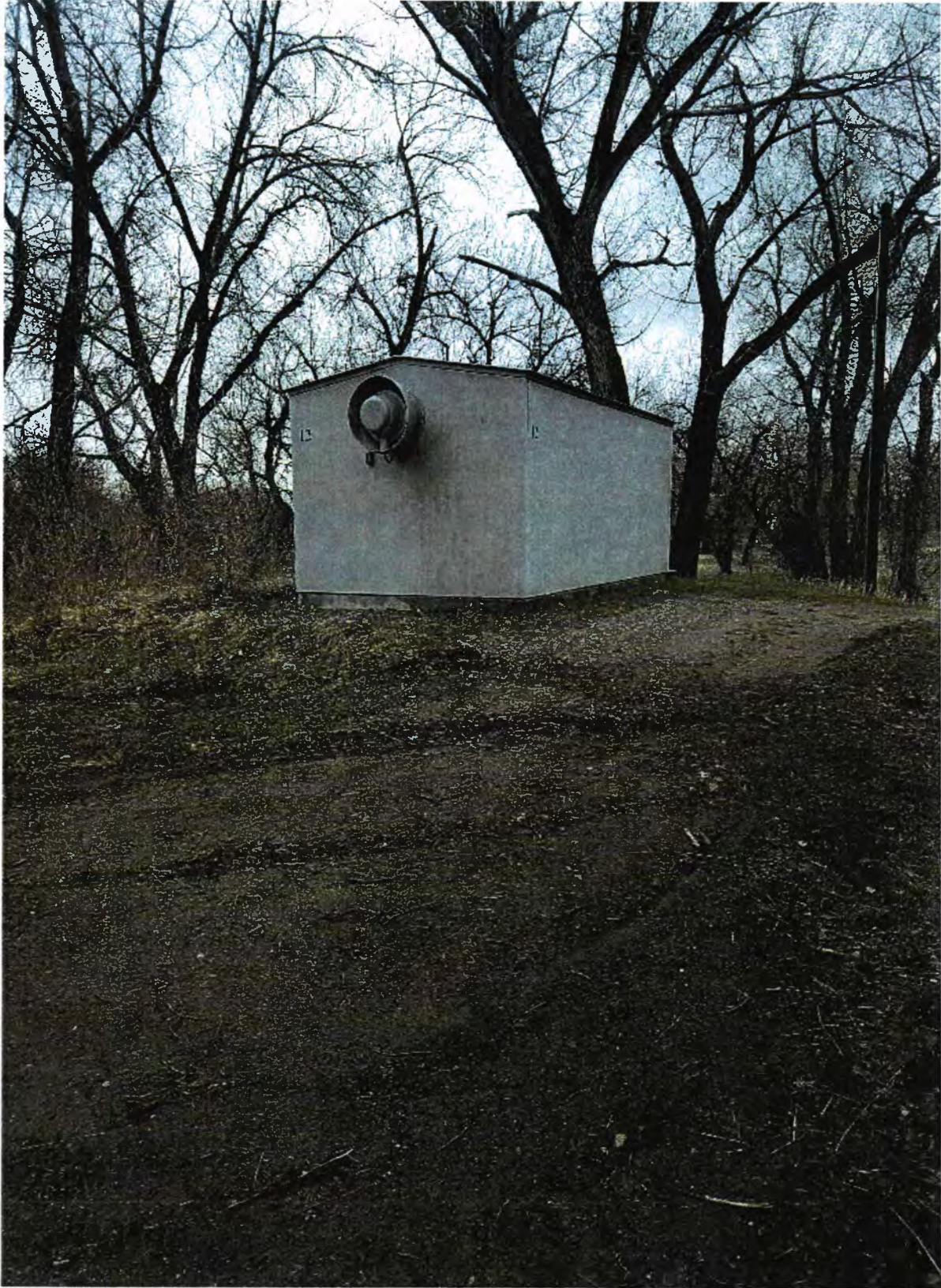
The Central Wyoming Regional Water System currently owns, operates and maintains two drinking water wells and associated raw water lines on the Property. Originally installed in the 1950s, the wells were rehabilitated in 1997-98. The wellhead, pump, and associated electrical equipment are located within fiberglass well houses placed on concrete slabs. The wells pull water from the alluvial aquifer, generally consisting of highly permeable sand and gravel,

connected to the North Platte River. Well depth is approximately 30 feet, and groundwater level is typically eight to ten feet below the ground surface.

Protecting and preserving water quality within this area is critical to public health and safety and of utmost importance. To that end, physical security improvements are anticipated. This is particularly important within the area delineated as Zone 1 of the Wellhead Protection Area. This is defined as a 100-foot fixed radius around each well. The entire Property is located within the area delineated as Wellhead Protection Area Zone 2 (1,000 feet on either side of the river). In addition to maintaining existing water infrastructure, additional well exploration, development and water production is expected to take place in this area.

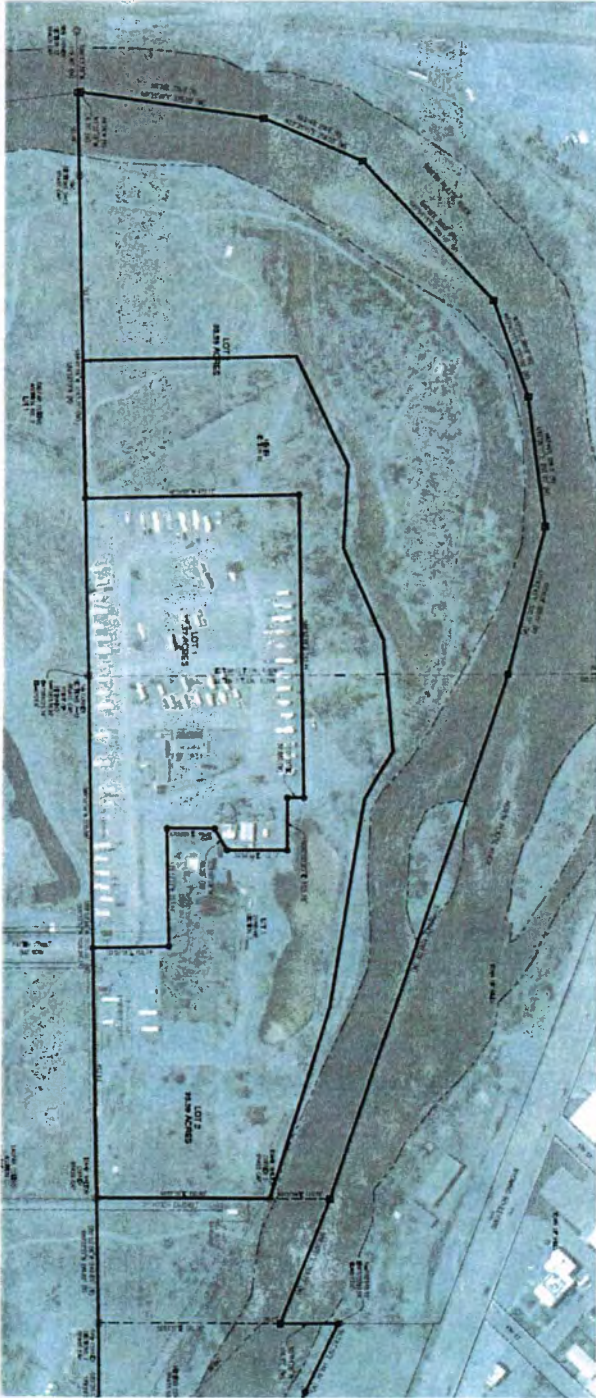


Water well number 11 located on the Property



Water well number 12 located on the Property

Roadways existing March 2022



Photographs of Property Vegetation March 2022

Overview Willow and Cottonwoods



Cottonwood Gallery



Cottonwood Gallery



Willows Close



Wild Rose Close



Cottonwood Gallery



Cottonwood Gallery



Rabbit Brush Close



Clematis (Virgins Bower)



Willow Varieties



Willow Tree Close



Common Buckthorn Close



Russian Knapweed Close



Cottonwoods and Junipers



Cottonwoods and Junipers



Juniper Close



Buffalo Berry



Cottonwood Gallery Russian Olive Resprout



Young Narrowleaf Cottonwood Close



Russian Olive Resprouts on Riverbank



Cottonwood Gallery



Outfall Across the River



Narrowleaf Cottonwood Close



Beaver Damage



Cottonwood Gallery



Cottonwood Gallery



Young Hybrid Cottonwood and Beaver Damage



Silver Sage



Birds Foot Sage



Unhybridized Narrowleaf Cottonwood



Western Wheatgrass



Field Sagewort



Field Sagewort



Alkali Sacaton



Crested Wheatgrass



Stink Grass (Lovegrass)



Red Stem Filaree (Stork's Bill)



Serviceberry



Reed Canary Grass



Wild Licorice



Ponderosa Pine



Caragana



Skunk Bush Sumac



Caragana



Needle and Thread Grass



Cottonwood Gallery



Chokecherry



Some Type of Euonymus or Spirea (Need to Look at this Spring)



Buffalo Berry



Some Type of Euonymus or Spirea (Need to Look at this Spring)



Common Buckthorn (Orange Cambium)



Common Buckthorn



Boxelder Suckering from Stump



Boxelder Shoots Close (interesting bark)



Boxelder Shoots



Boxelder Suckering from Stump



Brief History of the Charles E. Piersall Chapter, Izaak Walton League of America Property

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Description of Aquifer and Current Water Wells

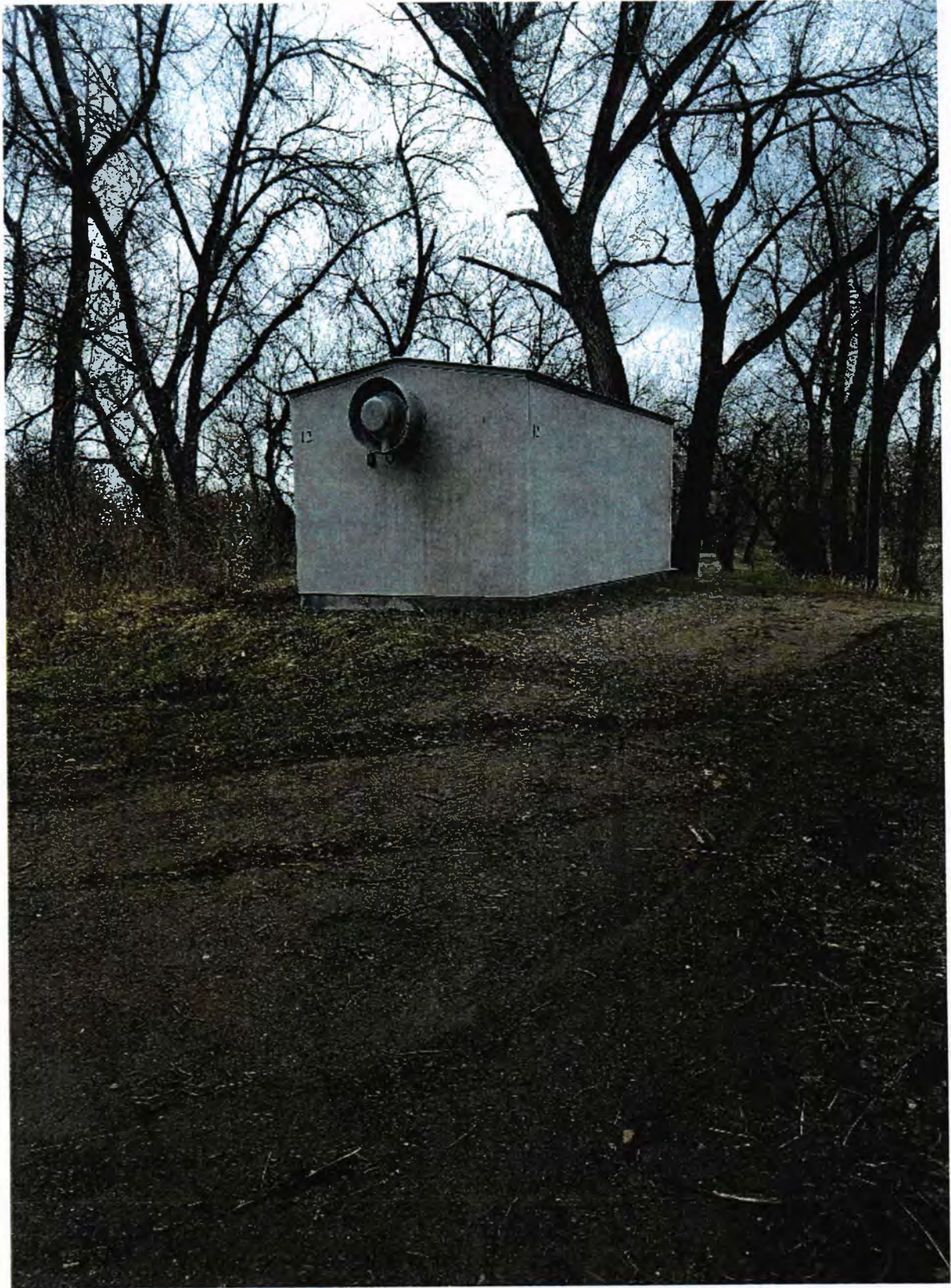
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particularly important within the area delineated as Zone 1 of the Wellhead Protection Area. This is defined as a 100-foot fixed radius around each well. The entire Property is located within the area delineated as Wellhead Protection Area Zone 2 (1,000 feet on either side of the river). In addition to maintaining existing water infrastructure, additional well exploration, development and water production is expected to take place in this area.



Water well number 11 located on the Property



Water well number 12 located on the Property

RESOLUTION 22-90

A RESOLUTION APPROVING AND ACCEPTING A CONSERVATION EASEMENT AND APPROVING THE PURCHASE AND SALE AGREEMENT WITH CHARLES E. PIERSALL CHAPTER, IZAAK WALTON LEAGUE OF AMERICA, (HEREAFTER, CHARLES E. PIERSALL CHAPTER) SELLER, TO THE CITY OF CASPER, PURCHASER, (HEREAFTER CITY); THE CONSIDERATION FOR THIS PURCHASE IS \$250,000 IN CASH, AND THE CITY PROVIDING PROPERTY UPGRADES, REPAIRS AND REFURBISHMENT, PROVIDED AND FUNDED BY THE CITY, TO OCCUR WITHIN TWENTY-FOUR MONTHS OF THE PURCHASE, AND THE CITY TO PROVIDE HISTORICAL LODGE DESIGNATION WORK, AND THE CITY, THEREAFTER, AS LANDLORD LEASING BACK A PORTION OF THE PROPERTY JUST PURCHASED, EXCLUSIVELY TO THE CHARLES E. PIERSALL CHAPTER, AS LESSEE, FOR UP TO A FIFTEEN-YEAR YEAR PERIOD, FOR THE PURCHASE AND TRANSFER OF 36.16 ACRES OF CHARLES E. PIERSALL CHAPTER'S REAL PROPERTY, STRUCTURES, AND IMPROVEMENTS.

WHEREAS, in 1954 the City of Casper, Wyoming (City) agreed to lease property from the Charles E. Piersall Chapter, Izaak Walton League of America (Charles E. Piersall Chapter) and install two (2) water-producing wells for drinking water; and,

WHEREAS, the Charles E. Piersall Chapter, has been active in preserving, open spaces, riparian habitat, clean water and promoting conservation and recreation and the City has a river restoration project, called the Platte River Revival, that provides ecological protection and restoration to the riparian area; and,

WHEREAS, the Charles E. Piersall Chapter expressed the desire to preserve the ecological significance of the area and promote river restoration and the City also believes it is in the best interests of its visitors and citizens and of Natrona County to keep, maintain and secure the property for future drinking water demands as well as protecting the riverfront property for river restoration work and future recreation and historical preservation for the community; and,

WHEREAS, the City desires to preserve the open space, riparian habitat, and clean water and recreational opportunities that exists within a portion of the Charles E. Piersall Chapter's property; and,

WHEREAS, The Charles E. Piersall Chapter desires and has agreed to establish a conservation easement on part of the traditional Charles E. Piersall Chapter property with the City of Casper as recipient, overseer, and enforcer of the Conservation Easement (Exhibit A – Izaak Walton Parcel 2); and,

WHEREAS, the Charles E. Piersall Chapter, Izaak Walton League of America, has operated from its location for many years and desires to convey and sell its real property, including, the property described in Exhibit A, Izaak Walton Parcel 1, and the property subject to the Conservation Easement, described in Exhibit A, Izaak Walton Parcel 2, totaling 36.16 acres, and has expressed an interest to continue the operation of the Charles E. Piersall Chapter, after the sale of the property to the City of Casper; and,

WHEREAS, the City currently owns Fort Caspar Museum and grounds which are adjacent to the Charles E. Piersall Chapter’s property; and,

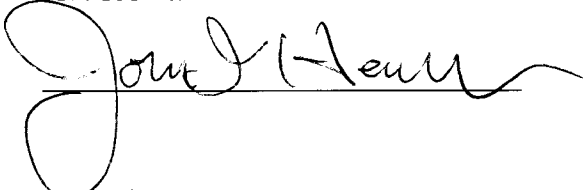
WHEREAS, the City of Casper has reached an agreement, subject to Council’s approval, with the Charles E. Piersall Chapter, to purchase said land and buildings, for a sum of Two Hundred Fifty Thousand Dollars (\$250,000) in cash, additional property repairs and historical lodge designation work funded by the City to occur within twenty-four (24) months of purchase, and up to a fifteen (15) year, if renewed, specially priced, Lease Agreement with the Charles E. Piersall Chapter.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the City accepts the donation of the Conservation Easement from the Charles E. Piersall Chapter, and agrees to the opportunities and the obligations therein, and further the Mayor or the Mayor’s designee (due to the Mayor’s absence) is hereby authorized to execute, and the City Clerk to attest, the Purchase and Sale Agreement and all documents pertaining to and necessitated by the real estate closing for the purchase of the Charles E. Piersall Chapter’s property, for the amount of Two Hundred Fifty Thousand Dollars (\$250,000), additional property repairs completed and funded by the City, to occur within twenty-four (24) months of purchase, provide historical lodge designation assistance and execute a specially priced Lease Agreement with the Charles E. Piersall Chapter, with a closing date scheduled to occur on June 8, 2022.

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PASSED, APPROVED, AND ADOPTED this 7th day of June, 2022.

APPROVED AS TO FORM:

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

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Ray Pacheco
Mayor

May 14, 2022

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Jolene Martinez, Assistant to the City Manager. *JM*
SUBJECT: Purchase of Charles E. Piersall Chapter, Izaak Walton League Property and Lease to Charles E. Piersall Chapter, Izaak Walton League

Meeting Type & Date

Regular Council Meeting
June 7, 2022

Action type

Resolution

Recommendation

That Council, by resolution, authorize two agreements. One for accepting the donation of a Conservation Easement on a portion of the property owned by the Charles E. Piersall Chapter, Izaak Walton League of America and for the purchase of the Charles E. Piersall property subject to the Conservation Easement. In addition, as part of the Purchase Agreement, the Charles E. Piersall Chapter, of Izaak Walton League of America will lease back a portion of the property for its continued operation; the Council needs to authorize this Lease.

Summary

The Charles E. Piersall Chapter, Izaak Walton League of America and the City of Casper have maintained relationships for years. In 1954, City of Casper, Wyoming (City) agreed to lease property from the Charles E. Piersall Chapter, Izaak Walton League of America (Chapter) so that two water wells could be established to provide drinking water for Casper. These wells are still vital and very beneficial to the City. Staff has been working with Council to review historic leases and agreements within the City and, when possible, make changes to fit with the best interests of the City and its citizens and with current best business practices. Staff identified this lease and sought Council's direction on expanding the City's open space, recreation, riparian, historic, and cultural interests and pursuing an agreement with the Charles E. Piersall Chapter, Izaak Walton League of America to purchase its property. Council has indicated it desires to purchase the Chapter's property, which also, and importantly, provides and will secure drinking water resources for Casper.

In addition to a drinking water source, the Chapter property, which is adjacent to the City's Fort Caspar Museum, also includes a historic lodge. The museum and grounds along with the Chapter property are some of Casper's most historically and ecologically significant areas. By acquiring the nearby land and building, the City will have the opportunity to preserve ecologically significant land as well as preserve historic artifacts and integrate history, conservation, and recreation.

The purchase of the Chapter's property also fits with the City's focus on river restoration. Since 2006, the City has been pursuing North Platte River restoration work called the Platte River Revival. Acquisition of the property will create continuous publicly-owned riverfront property from Morad Park to the river's confluence with Garden Creek and will provide the opportunity to complete river restoration work in this area as well as provide and enhance public recreational options.

The Charles E. Piersall Chapter of the Izaak Walton League of America is a long-standing conservation organization that has championed soil, air, water, woods, and wildlife and promoted outdoor recreation. The organization has operated a campground from this location for many years. In working with the City to sell the property, the organization expressed the desire to preserve the ecological significance of the area and to promote river restoration. The organization specifically requested a conservation easement for a majority of the property and expressed an interest to continue its operations after the sale of the property to the City of Casper. The negotiated agreement for the purchase of the Chapter's property includes the acceptance of and the recording of a Conservation Easement, and entering into a Lease Agreement on a portion of the acquired property.

The Purchase Agreement includes a cash outlay of \$250,000 that will occur at closing and repairs to the property and historical designation work estimated at \$433,000. The repairs will occur within 24 months after the purchase. In addition, the City will lease a portion of the property to the Chapter in three five-year increments with a tiered rental structure of \$1 annually for the first five years, \$24,000 annually for the second five years, and \$42,000 annually for the third five years.

Financial Considerations

The initial \$250,000 cash outlay will be from the Water Fund. Repairs and historic designation costs will be paid for with funding from the City's Capital Fund.

Oversight/Project Responsibility

Jolene Martinez, Assistant to the City Manager

Attachments

Resolution to Purchase
Resolution to Lease
Deed of Perpetual Conservation Easement
Purchase and Sale Agreement
Lease Agreement

LEASE AGREEMENT

between

**THE CITY OF CASPER, WYOMING, A WYOMING MUNICIPAL CORPORATION
("LANDLORD")**

and

**THE CHARLES E. PIERSALL CHAPTER OF THE IZAAK WALTON LEAGUE OF
AMERICA
("TENANT")**

dated as of

June 8, 2022

LEASE AGREEMENT

This LEASE AGREEMENT ("**Lease**"), dated as of the 8th day of June 2022 (the "**Effective Date**"), is entered into by and between the City of Casper, Wyoming, a Wyoming Municipal Corporation, 200 North David Street, Casper, Wyoming 82601 ("**Landlord**") and Charles E. Piersall, Chapter of the Izaak Walton League of America, a non-profit corporation, qualified to do business in the State of Wyoming, having an address of 4205 Fort Casper Road, Casper, Wyoming, 82604 ("**Tenant**").

This Lease Agreement is the last document of three, executed between Charles E. Piersall, Chapter of the Izaak Walton League of America ("IW"), and the City of Casper, Wyoming ("City"). The three documents are: the Deed of Perpetual Conservation Easement from IW to the City, a Purchase and Sale Agreement from IW to the City, and this Lease Agreement.

Landlord and Tenant are also sometimes referred to herein collectively as the "**Parties**" or individually as a "**Party**."

In consideration of the rents, covenants, and agreements hereinafter set forth, the sufficiency of which is hereby acknowledged and agreed, Landlord and Tenant covenant, warrant, and agree as follows:

1. Definitions

1.1 Defined Terms. For purposes of this Lease, the following terms shall have the following meanings:

"**Affiliate**" means for any entity, any parent, subsidiary or affiliate corporation which Controls, is Controlled by or is under common Control with such entity. For purposes of this definition, "**Control**" means the possession of the power to direct or cause the direction of the management and policy of an entity, whether through the ownership of voting securities, by statute, or by contract. The Parties have agreed not to assign their interest to or in the Leased Property, to an "affiliate" or any other entity, place or individual.

"**Alterations**" is defined in Section 10.1.

"**Assignment**" is defined in Section 14.1.

"**Buildings**" means the lodge and camp common areas identified on Exhibit A-1 and Exhibit A.

"**Building Systems**" means the structural portions of the building, the roof, the foundation, the HVAC Systems (as hereafter defined), mechanical, electrical, plumbing, security, and fire and life safety systems and equipment.

"**Business Days**" means all days, excluding the following days: Saturdays, Sundays, and all days observed as legal holidays by the State of Wyoming and the Federal Government.

"Business Hours" means, on each Business Day, the hours from 8:00 a.m. to 5:00 p.m. United States Mountain Time.

"Common Areas" means the entrances, lobby, accessways, hallways, camper lavatories, showers, stairways, and other building areas and the driveways, parking areas, and landscaped areas on the Property that are designated for the nonexclusive common use of tenant and its invitees.

"Tenant's Default" is defined in Section 15.

"Fixed Rent" is defined in Section 4.1.

"Force Majeure Event" means any of the following events: (a) acts of God; (b) floods, fires, earthquakes, explosions, or other natural disasters; (c) war, invasions, hostilities (whether war is declared or not), terrorist threats or acts, riots or other civil unrest; (d) governmental authority, proclamations, orders, laws, actions, or requests; (e) epidemics, pandemics, or other national or regional public health emergencies; (f) other similar events beyond the reasonable control of the Parties, which practically prevent one or both parties from fulfilling the terms of this Lease.

"Hazardous Materials" means any chemical, compound, material, substance, or other matter that: (a) is defined as a hazardous substance, hazardous material, or waste, or toxic substance under any Hazardous Materials Law; (b) is regulated, controlled, or governed by any Hazardous Materials Law or other laws; (c) is petroleum or a petroleum product; or (d) is asbestos, formaldehyde, radioactive material, drug, bacteria, virus, or other injurious or potentially injurious material (by itself or in combination with other materials).

"Hazardous Materials Law" means any federal, state, or local law, ordinance, rule, decree, order, regulation, or court decision relating to Hazardous Materials or other environmental conditions on, under, or about the Premises, the building, or the Property, or soil and ground water conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Hazardous Materials Transportation Act, any other law or legal requirement concerning hazardous or toxic substances, and any amendments to the foregoing.

"HVAC" means heating, ventilation, and air-conditioning.

"HVAC Systems" means the HVAC systems of the building.

"Landlord Party" means Landlord's offices, agents, employees and City Council Members or its representatives.

"Landlord's Address for Notices" means City of Casper, City Hall Attention: City Manager with a copy to the City Attorney, 200 North David Street,

Casper, Wyoming 82601, or at such other address as Landlord shall designate by written notice to Tenant sent pursuant to Section 19 hereof.

"Landlord's Address for Rent Payments" means

City of Casper, Wyoming
Attn: Financial Services
200 North David Street
Casper, WY 82601

"Laws" is defined in Section 8.3.

"Lease Commencement Date" is June 8, 2022.

"Leased Premises" means legal description for parcel 1 (campground) and the legal description of a portion of parcel 2 as described on Exhibit A-1 hereto. Landlord and Tenant hereby agree that the Premises contains approximately 19.31 acres.

"Minor Alterations" is defined in Section 10.2.

"Mortgagee" means any mortgagee or beneficiary under any current or future Mortgage affecting the Property.

"Operating Expenses" is defined in Section 5.1(a).

"Operating Year" is the calendar year.

"Party" or **"Parties"** is defined in the Preamble.

"Permitted Use" are uses permitted in the Lease between the grantee and grantor which is contemplated to be completed, subsequent to purchase of the Property by the City of Casper. The uses are constrained by the conservation easement.

"Property" means the real property on which the lodge building and campground spaces and common areas are located together with the building and all appurtenant fixtures and personal property of Landlord used in the operation of the building and/or the Property, and any other improvements now existing, including the roads, parking lot, and walkways as depicted on the survey attached hereto as Exhibit A-1 (consisting of approximately 11.94 acres) and Exhibit A (consisting of approximately 7.93 acres).

"Restoration Estimate" is defined in Section 13.1.

"**Tax**" or "**Taxes**" are any taxes assessed by the Natrona County Treasurer for the operation of the Tenant's businesses on the Leased Property.

"**Tenant Parties/Party**" means Tenant and its officers, directors and agents.

"**Tenant-Owned Property**" is the personal property of Tenant; it includes all personal property not listed in Personal Property Exhibit B.

"**Tenant's Address for Notices**" means 4205 Ft. Caspar Rd, Casper, WY 82604, Attention: President of the Board of Directors, or at such other address: or as tenant shall designate by written notice to Landlord sent pursuant to Section 19 hereof.

1.2 Interpretation.

(a) This Lease shall be construed without regard to any presumption or other rule requiring construction against the drafting Party.

(b) The captions, headings, and titles in this Lease are solely for convenience of reference and shall not affect the interpretation of the provisions under such caption, heading, or title.

(c) Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

(d) As used in this Lease: (i) "and/or" when applied to one or more matters or things applies to any one or more, or all such matters or things as the circumstances warrant; (ii) "including" means "including, without limitation"; (iii) "person" means any natural person or persons, a partnership, a corporation, and any other form of business or legal association or entity; and (iv) "this Lease," "herein," "hereof," and "hereunder," and words of similar import, refer to this Lease as a whole, and not to any particular section, unless expressly so stated.

(e) All of the terms and provisions of each exhibit to this Lease are incorporated into and made a part of this Lease to the same extent as if they were included in the body of this Lease.

2. Lease of Premises

2.1 Demise. Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord the Leased Premises for the Term, upon and subject to the terms, covenants, representations, warranties, provisions, and conditions of this Lease. The Leased Premises are accepted "as is" except Landlord has agreed to upgrade the Leased Premises as referenced in Section 3.1 (a).

2.2 Common Areas. Tenant and Landlord shall have the nonexclusive right to use the Common Areas of the Premises.

3. Term. This Lease shall be effective and binding on Landlord and Tenant on 8th day of June, 2022. The Lease terms are provided in Section 3.1.

3.1 The term and basic terms of this **Lease** are:

Landlord/City shall pursuant to the Purchase Agreement between the parties, provide upgrades to the Leased Premises:

(a) Landlord/City will complete, within 24 months from the date of closing needed electrical upgrades for the campground and its service buildings; install the new water main line; install in the established campground individual RV space water lines; and complete required repairs identified in the Property inspection including lodge repairs (see Exhibit C), in addition, the City shall complete restoration of the lodge exterior walls.

(b) Landlord/City shall use its best efforts to assist the Tenant/Charles E. Piersall Chapter, Izaak Walton League of America in obtaining Historical Registry of the lodge.

(c) The Parties shall share equally the in the cost to make higher cost repairs of those over Fifteen Thousand Dollars (\$15,000.00), to the lodge and campground, except for the updates which are Landlord/City's responsibility as set forth in Purchase and Sale Agreement and referenced in paragraph (a) above.

3.2 Property "as is". Tenant takes the Property "as is" but with the agreement of landlord as stated in the Purchase Agreement between the Parties.

4. Rent

4.1 Fixed Rent. Tenant shall pay to Landlord a fixed rent ("**Fixed Rent**") at the rate of:

Time Period	Annual Fixed Rent	Monthly Fixed Rent
Lease Commencement Date to (Five years from the date of Sale May 25, 2022.	\$1.00	See annual fixed rate.
First Extension of Term Years 5-10 from the date of sale	\$24,000.00	\$2,000.00
Second Extension Term Years 10-15 from the date of sale.	\$42,000.00	\$3,500.00
After fifteen years, the Tenant will be required to negotiate with the Casper City Council and Casper City Manager, for any additional lease of Leased Premises.		

4.2 Additional Rent. In addition to Fixed Rent, Tenant shall pay to Landlord taxes for the Leased Premises if as assessed by Natrona County, Wyoming.

4.3 Rent Payments. Fixed Rent shall be payable commencing on the Lease Commencement Date and thereafter fixed rent payments in advance on the first day of each and every calendar month during the term of this Lease. Taxes shall be payable no later than the due dates established by Natrona County. Tenant agrees to pay Fixed Rent, and Property taxes, if any, promptly when due without notice or Landlord's demand. All items of Rent shall be paid without any abatement, deduction, or setoff for any reason whatsoever. Tenant's covenant to pay Rent (both fixed and additional, if imposed) is independent of every other covenant in this Lease.

4.4 Interest on Late Rental Payments. Tenant shall also pay interest on unpaid sums herein at five percent (5%) compounded annually, without further notice or demand therefor by Landlord. The "**Default Rate**" means an annual rate equal to five percent (5%) of past due obligations compounded annually. Interest will accrue from the date that the unpaid sums were payable under this Lease until actually paid by Tenant.

5. Operating Expenses

5.1 Operating Expense Definitions. Tenant is responsible for and shall pay as billed:

(a) "**Operating Expenses**" means all costs and expenses paid or incurred in connection with the management, operation, maintenance, repair and/or replacement of the Leased Premises except to the specific exceptions herein.

(i) In particular, Operating Expenses shall include the cost of:

(A) Maintenance for and updates to the business Property (including Camper/RV hookups and connections).

(B) Utilities, water, and sewage services for the Property.

(C) Maintenance of signs.

(D) Insurance premiums (including liability, workers' compensation, casualty, general and special perils, and flood insurance) and deductibles. (See section 11. Insurance, for detail(s))

(E) Fees for licenses and permits.

(F) General maintenance services and upgrades to the Common Areas.

(G) Window washing.

(H) Exterior and interior painting of the business structures and the Common Areas.

(I) Janitorial cleaning and refuse removal services.

(J) Security costs, including security access control systems and security personnel (if any).

(K) Personnel costs applicable to the building and the Property, including wages and salaries, fringe benefits, and payroll taxes.

(L) Any management fee for the professional operation of the Property.

(M) Other fees and costs associated with the operation of the businesses and operations of the Tenant.

6. Utilities and Services From and after the Lease Commencement Date and thereafter throughout the Term, Tenant agrees to furnish the Premises with the utilities and services, cost to maintain and operate its business (campground and lodge).

6.1 Bulbs and Ballasts. Tenant shall provide, install, and replace all necessary ballasts, light bulbs, and tubes.

6.2 Telecommunications. With respect to Tenant's telecommunications facilities and services, Tenant shall select the providers and make arrangements directly with all providers of Tenant's telecommunications (telecom) facilities and services and pay for services provided by it to Tenant pursuant to a separate agreement between Tenant and the service provider. Tenant and Tenant's telecom service provider shall have reasonable use of telephone or data closets, risers, shafts, conduits, or other facilities in and on the Premises and buildings, to bring such telecom services to the desired portions of the Premises.

6.3 Service Interruptions. Landlord shall not be liable to Tenant in any respect for the inadequacy, stoppage, interruption, or discontinuance of any utility or service other than as may be claimed under the Wyoming Governmental Claims Act W.S. § 1-39-101 et seq.

7. Occupancy

7.1 As-Is. Tenant agrees that Tenant is familiar with the condition of both the Premises and the buildings, and, except as for upgrades expressly and specifically set forth herein, accepts the Premises in its "AS-IS, WHERE-IS" condition. Tenant acknowledges that neither Landlord, nor any representative of Landlord, has made any representation as to the condition of the Premises or its suitability for Tenant's intended use other than as expressly set forth herein. Tenant acknowledges and agrees that Tenant has made its own inspection of the Premises and except as otherwise expressly and specifically described

herein, Landlord has no obligation to make any repairs, replacements, or improvements other than expressly set forth herein.

8. Use of Premises; Compliance with Laws; Hazardous Materials

8.1 Use. The Leased Premises shall be used only for the uses of the campground, its facilities, chapter activities as engaged in currently, including a contemplated archery range and lodge.

8.2 Legal and Other Restrictions of Tenant's Use. Use of the Premises is subject to all covenants, conditions, and restrictions of record. Tenant shall not use or occupy the Premises: (a) for any unlawful purpose; (b) in any way that will violate the certificate of occupancy for the Premises or the building; (c) in a way that will constitute waste, nuisance, or unreasonable annoyance to Landlord; or (d) in a way that may increase the cost of, or invalidate, any policy of insurance carried on the buildings.

8.3 Compliance with Laws. Tenant, at Tenant's sole cost and expense, shall comply with (and shall cause all Tenant Parties to comply with) all Laws applicable to the Premises or the use or occupancy of the Premises. "Laws" means all present and future laws, local, state, and federal, (including federal and state civil rights and anti-discrimination laws and the Americans with Disabilities Act of 1990, as amended by the Americans with Disabilities Act Amendments Act of 2008, and the regulations promulgated pursuant to such acts), ordinances (including zoning ordinances and land use requirements), rules, and regulations of governmental and quasi-governmental authorities. If any such Laws require an occupancy or use permit or license for the Premises or the operation of the business conducted therein (including a certificate of occupancy or nonresidential use permit), then Tenant shall obtain and keep current such permit or license at Tenant's sole cost and expense and shall promptly deliver a copy thereof to Landlord. Nothing in this Section 8.3, however, shall permit Tenant to make, without Landlord's prior written approval, any Alterations to the Premises which otherwise would require Landlord's approval under this Lease, and Tenant shall comply with all of the requirements of this Lease in making any such Alterations.

8.4 Hazardous Materials. Tenant shall not cause or permit any Hazardous Materials to be generated, used, released, stored, or disposed of in or about the Premises, the building, or the Property. Tenant, however, may use and store reasonable quantities of cleaning and office supplies and other similar materials as may be reasonably necessary for Tenant to conduct normal business operations in the Premises. From and after the Effective Date, Tenant shall indemnify and hold the Landlord Parties, harmless from and against any damage, injury, loss, liability, charge, demand, or claim based on or arising out of the presence or removal of, or failure to remove, Hazardous Materials generated, used, released, stored, or disposed of by Tenant or any Tenant Party in or about the Premises, the building, or the Property. In no event shall Landlord be liable for Hazardous Material generated, used, released, stored, or disposed of by Tenant or any Tenant Party, or any other tenant or invitee of the Property. The terms of this Section shall survive the expiration or earlier termination of this Lease.

9. Maintenance and/or Repairs

9.1 Joint Maintenance and Repair Obligations. The Parties shall share equally the in the cost to make non-routine more expensive repairs, over Fifteen Thousand Dollars (\$15,000.00), to the lodge and campground, except for updates which are landlord's responsibilities as set forth in paragraph 3.1 (a), herein.

9.2 Tenant's Maintenance and Repair Obligations. Throughout the Term, Tenant, at Tenant's expense, shall repair, replace, and maintain in good condition all portions of the Premises, including entries, doors, ceilings, glass partitions, and interior walls. Any repairs or maintenance shall be completed with materials of similar quality to the original materials. Maintenance may be performed by Tenant, repairs shall be performed by licensed contractors, or such other contractors approved in writing by Landlord. If Tenant fails to maintain or repair the Premises in accordance with this Section (9), Landlord may, in its sole discretion and upon thirty (30) days prior notice to Tenant (except no advance notice shall be required in the case of emergencies), perform such repairs and maintenance. Tenant shall pay to Landlord all costs or expenses incurred by Landlord to perform such maintenance within thirty (30) days after written demand.

10. Alterations

10.1 Tenant Alterations. Tenant shall not make or allow to be made any alterations, additions, or improvements in or to the Premises (collectively, "**Alterations**") without the prior written consent of Landlord, which consent may be granted or denied in Landlord's reasonable discretion.

10.2 Minor Alterations. Notwithstanding Section 11.1, Tenant may make Minor Alterations to the Premises without Landlord's prior consent. "**Minor Alterations**" means decorative and other minor Alterations that: (a) do not affect the building Systems or change the configuration of the Premises by removing or erecting interior walls; and (b) cost no more than Five Thousand Dollars (\$5,000.00) in any one instance, and, in the aggregate, do not exceed Ten Thousand Dollars (\$10,000.00) in any calendar year.

10.3 Performance by Tenant. Tenant agrees that all Alterations shall be performed and completed: (a) at Tenant's sole cost and expense; (b) in accordance with plans and specifications provided to Landlord at least thirty (30) days prior to the commencement of such work (and approved by Landlord if Landlord's approval is required); and (c) in a good and workmanlike manner by contractors licensed by the City of Casper, Wyoming. The performance and completion of any such Alteration shall not impair the structural integrity of the building or adversely affect the buildings or axillary structures on the Leased Premises. Tenant shall not permit any liens to attach to any part of the Leased Premises, the buildings, or the Premises arising out of the Alteration. Tenant shall obtain, at its sole expense, all permits required for such Alterations. Throughout the performance of Alterations, Tenant, at its expense, shall carry the additional insurance required by Sections 11.1(d).

10.4 Ownership of Alterations. Unless Landlord elects otherwise, all Alterations made by Tenant shall become the property of Landlord and shall be surrendered to Landlord upon the Lease's conclusion.

11. Insurance

11.1 Tenant Insurance. At all times during the term of this Lease, Tenant, at Tenant's expense, shall maintain at its sole cost and expense, the following insurance policies in accordance with this Section 11:

(a) "All-risk" or "special perils" property insurance covering physical loss or damage insuring the full replacement value of all present and future buildings, structures, alterations, leasehold improvements, and all items of Tenant and Landlord Owned Property to a limit of not less than the full replacement value thereof.

(b) Commercial general liability insurance in respect of the Premises and the conduct or operation of business therein with a minimum combined single limit of liability of Three Million Dollars (\$3,000,000.00). Such liability insurance shall include products and completed operations liability insurance, fire, and legal liability insurance, and such other coverage as Landlord may reasonably require from time to time.

(c) Workers' compensation insurance providing coverage as required by the State of Wyoming, and employer's liability insurance with a minimum limit of Five Hundred Thousand Dollars (\$500,000.00) covering all of Tenant's employees.

(d) At all times when Alterations are in progress, Tenant, at its expense, shall maintain, or cause to be maintained, all risk property and/or Builders Risk insurance and general liability insurance, with completed operation endorsement, for any occurrence in or about the building. Tenant shall furnish Landlord with reasonably satisfactory evidence that such insurance is in effect at or before the commencement of Alterations and, on request, at reasonable intervals thereafter during the continuance of Alterations.

(e) Flood insurance, if the Leased Premises is in a flood plain.

11.2 Policy Requirements.

(a) Tenant's insurance shall be issued by companies approved by Landlord in its reasonable discretion and authorized to do business in the State of Wyoming with a current A.M. Best's rating of no less than A:VII and rated in Best's Insurance and a "Financial Size Category" of at least or better or, if such ratings are not then in effect, the equivalent thereof or such other financial rating as Landlord may at any time consider appropriate]. [Tenant shall have the right to provide insurance coverage pursuant to blanket policies obtained by Tenant if the blanket policies expressly afford the coverages required by this Section 11.]

(b) All insurance policies required to be carried by Tenant under this Lease (except for workers' compensation insurance) shall: (i) name Landlord, its City Council, officers, agents and employees and any parties designated by Landlord, as additional insureds; (ii) as to liability coverages, be written on an "occurrence" basis; and (iii) provide that Landlord shall receive sixty (60) days' notice from the insurer before any cancellation or change in coverage.

(c) Each such policy shall contain a provision that such policy and the coverage evidenced thereby shall be primary and non-contributing with respect to any policies carried by Landlord. Tenant shall deliver evidence of insurance satisfactory to Landlord in its reasonable discretion; to Landlord effective on the commencement date of this agreement and thereafter at least Sixty (60) days before the expiration dates of expiring policies.

(d) If Tenant fails to maintain such insurance in accordance with the terms hereof, Landlord shall have the right, but not the obligation, to procure any such insurance for the account of Tenant, immediately and without notice to Tenant, and the cost thereof shall be paid by Tenant to Landlord. The limits of the insurance required under this Lease shall not limit Tenant's liability. During the Term, at Landlord's request, Tenant shall increase such insurance coverage to a level that is commercially reasonably required by Landlord.

11.3 Non-Liability. Unless caused by Landlord's intentional misconduct, Landlord shall not be liable for damage of any nature to any person, to the Premises, or to Tenant's personal property or equipment, including the Tenant-Owned Property, caused by explosion, fire, theft, breakage, vandalism, falling plaster, building System failure, steam, gas, electricity, water, rain, or other substances leaking, emanating from, or flowing into any part of the Premises, or from damage caused by any other tenant of the building, it being agreed that Tenant is responsible for obtaining appropriate insurance to protect the parties' interests.

11.4 Wyoming Governmental Claims Act. The Landlord/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 Landlord/City specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

11.5 Waiver of Subrogation. Tenant waives and agrees to obtain a waiver from its insurance company of their respective right of recovery against the Landlord for any direct, indirect or consequential damage to the Property of the Tenant by fire or other casualty to the extent such damage is or should as, provided herein, be insured against under a policy or policies of insurance. Tenant shall cause its insurance policies to be endorsed to evidence compliance with such waiver.

12. Indemnification

12.1 Indemnity of Landlord. Except to the extent resulting from the willful misconduct of Landlord or any Landlord Party, Tenant shall indemnify, defend, and hold Landlord harmless from and against any and all claims, losses, costs, liabilities, damages, and expenses, including penalties, fines, and reasonable attorneys' fees, incurred in connection with or arising directly or indirectly from: (a) any breach or default by Tenant in the performance of any of its obligations under this Lease; (b) any injury or death to persons or damage to property occurring within or about the Premises; or (c) the use or occupancy of the Premises by Tenant, any Tenant Parties, or any person occupying the Premises through Tenant.

12.2 Survival. The terms of this Section (12) shall survive the expiration or earlier termination of this Lease.

13. Damage and Destruction

13.1 Restoration. Tenant shall promptly notify Landlord of any damage to the Premises resulting from fire or any other casualty. If the Leased Premises or the Common Areas are destroyed or damaged by fire or other casualty so that Tenant is unable to occupy the Premises for its Permitted Use, then within Ninety (90) days after that event, Landlord shall give Tenant a notice specifying the estimated time, in Landlord's reasonable judgment, required for repair or restoration (the "**Restoration Estimate**"). If either (i) the Restoration Estimate is One Hundred and Eighty (180) days or less, or (ii) the Restoration Estimate exceeds One Hundred and Eighty (180) days and Landlord does not elect to terminate this Lease in accordance with Section 13.2 hereof, then Landlord shall proceed promptly to the extent of the available insurance proceeds, to have repaired or restored the Leased Premises provided, however, Landlord shall not be obligated repair or restore any Tenant Alterations and/or Tenant-Owned Property. Provided this Lease is not terminated pursuant to Section 13.2, this Lease shall remain in full force, except that Rent shall abate in accordance with Section 13.3.

13.2 Termination Rights. If the Restoration Estimate exceeds One Hundred and Eighty (180) days, then Landlord may elect to terminate this Lease by giving a termination notice to Tenant within Ninety (90) days following delivery of the Restoration Estimate, in which event this Lease shall cease and terminate as of the date of such termination notice. If the casualty occurs during the last Forty-Eight (48) months of the second extension, then either Landlord or Tenant may elect to terminate this Lease, by giving a termination notice to the other within Thirty (30) days following delivery of the Restoration Estimate, in which event this Lease shall cease and terminate as of the date of such termination notice.

13.3 Rent Abatement. If the damage or destruction renders all or part of the Leased Premises untenantable, Rent shall proportionately abate commencing on the date of the damage or destruction and ending on the date the Leased Premises are delivered to Tenant with the restoration substantially completed. The extent of the abatement shall be based upon the portion of the Leased Premises rendered untenantable.

14. Assignment and Subletting

14.1 Landlord Consent Required. Except for the rental of its camping spaces, Tenant shall not sublease the Leased Premises directly or indirectly, voluntarily or by operation of law. The parties expressly agree that their relationship to the Premises is unique and the only entity with which the City will lease the Premises is the Tenant. The Tenant receives favorable terms and the Landlord has agreed herein agree to smaller (less than fair market value) rent payments for the Leased Premises. In addition, except for the rental of its camping spaces, the Tenant shall not mortgage, pledge, assign, or otherwise encumber its interest in this Lease or in the Premises. An "**Assignment**" means any sale, assignment, or other transfer of all or any part of the Premises or Tenant's leasehold estate hereunder. An assignment of subleased by the Tenant except for short-term lodge or camp space use shall be void.

15. Tenant's Default Each of the following events shall be an "Event of Default" hereunder:

15.1 Monetary Default. Tenant fails to pay when due any installment of Rent and such failure continues for a period of Thirty (30) days after the due date.

15.2 Nonmonetary Default. Tenant fails to perform or observe any other covenant, condition, or obligation of Tenant, and such failure continues for a period of Fifteen (15) days after Landlord gives Tenant written notice thereof. Notwithstanding the foregoing, if a cure cannot be effected within such Fifteen (15) day period and provided that Tenant promptly begins and diligently pursues the cure in good faith during the Fifteen (15) day period, Tenant shall have such additional time as is reasonably necessary, not to exceed Thirty (30) additional days, Forty-Five (45) in the aggregate, to effect such cure.

15.3 Abandonment. Fifty percent or greater of the Leased Premises become vacant and abandoned (other than in connection with a casualty under Section 13) or Tenant fails to accept a tender of possession of the Leased Premises for more than four (4) weeks from the Lease Commencement Date.

15.4 Tenant Debtor Protections. The occurrence of any of the following:

(a) Tenant: (i) makes an assignment for the benefit of creditors; (ii) admits in writing its inability to pay its debts as they become due; or (iii) files a voluntary petition in bankruptcy.

(b) A proceeding or case is commenced against Tenant, in any court of competent jurisdiction seeks: (i) the appointment of a receiver to take possession of all or substantially all of the assets of Tenant; (ii) the attachment, execution, or other judicial seizure of all or substantially all of Tenant's assets; or (iii) reorganization, arrangement, composition, readjustment, liquidation, or dissolution of Tenant, or similar relief.

16. Landlord's Remedies Upon the occurrence of an Event of Default by Tenant, Landlord shall have all of the following rights and remedies in addition to all other rights and remedies available to Landlord at law or in equity:

16.1 Termination. The right to terminate Tenant's right to possession of the Leased Premises and to recover: (a) all Rent, interest and cost which shall have accrued and remains unpaid through the date of termination; plus (b) any other amount necessary to compensate Landlord for all the damages caused by Tenant's failure to perform its obligations under this Lease, including reasonable attorneys' and accountants' fees, costs of alterations of the Premises, interest costs, and back taxes, fines or obligations because of Tenants acts or omissions.

16.2 Removal. The right and power to enter the Leased Premises and remove therefrom all persons and property, to store such property in a public warehouse or elsewhere at the cost of and for the account of Tenant, and to sell such property and apply the proceeds therefrom pursuant to applicable law.

16.3 Appointment of Receiver. The right to have a receiver appointed for Tenant, upon application by Landlord, to take possession of the Premises, to apply any rental collected from the Leased Premises and to exercise all other rights and remedies granted to Landlord pursuant to this Lease Agreement.

16.4 Legal and Equitable Remedies. The right to specific performance of any or all of Tenant's obligations under this Lease and to damages for delay in or failure of such performance.

17. End of Term; Holding Over

17.1 Condition on Surrender. On the Lease Expiration Date, Tenant shall quit and surrender the Leased Premises to Landlord. The Leased Premises shall be surrendered to Landlord vacant, "broom-clean," and in good order, condition, and repair, normal wear and tear excepted. Tenant shall remove all of Tenant's equipment and personal property, all telecommunications equipment and wires and cables installed by or on behalf of Tenant, all Tenant-Owned Property, and all Alterations that Tenant is required to remove in accordance with Section 11. Tenant shall repair any damage to the Leased Premises, including any damage caused by such removal. If Tenant fails to repair any damage caused by the removal of any Alterations, Tenant shall reimburse Landlord for all costs and expenses incurred by Landlord in making any repairs and replacements to the Leased Premises. Any property (including Tenant-Owned Property) not removed by Tenant shall be deemed abandoned and, if Landlord so elects, deemed to be Landlord's property, and may be retained or removed and disposed of by Landlord in such manner as Landlord shall determine. Tenant shall reimburse Landlord for all costs and expenses, incurred by Landlord in effecting such removal and disposal. The provisions of this Section (17) shall survive the expiration or earlier termination of this Lease.

17.2 Holdover. No holding over by Tenant after the expiration or other termination of this Lease shall operate to extend the Term. Any holding over with Landlord's written consent shall be construed as a tenancy at sufferance or from month to month, at Landlord's option. If Tenant holds over, then: (a) Tenant shall pay Three Thousand Five Hundred Dollars (\$3,500.00) to Landlord for each month and a pro-rata amount for each portion of any month during which Tenant holds over in all or any portion of the Leased Premises, and

all items of Additional Rent, fees or charges under this Lease payable; (b) Tenant's occupancy shall otherwise be on the terms and conditions of this Lease so far as applicable (but expressly excluding all extension rights); and (c) Tenant shall indemnify, defend, and hold Landlord harmless from all losses, costs (including reasonable attorneys' fees), and liabilities resulting from such failure, including any claims made by any campers of Tenant founded upon such holdover. The acceptance by Landlord of any holdover rent shall not preclude Landlord from exercising any other rights under this Lease or at law, including Landlord's rights and remedies provided by law or this Lease.

18. Signs Tenant shall be permitted to install, at its own expense, signs containing Tenant's name at the entrance to the Premises or the lodge and in the reception area(s) of the Premises.

19. Notices All notices or other communications required hereunder shall be in writing and shall be deemed duly given: (a) when delivered in person (with a written receipt therefor); (b) on the next business day after deposit with a recognized overnight delivery service; or (c) on the third (3rd) business day after being sent by certified or registered mail, return receipt requested, postage prepaid, to Landlord's Address for Notices or to Tenant's Address for Notices, (Charles E. Piersall Chapter, Izaak Walton League of America, Attn: Chapter President, 4205 Ft. Caspar Rd, Casper, WY 82604) as applicable. After the Lease Commencement Date, all notices to Tenant may, at Landlord's option, be sent to the Leased Premises. Either Party may change its address for the giving of notices by notice given in accordance with this Section. A Party's refusal to accept delivery of any notice or communication sent by the other Party shall not render such notice ineffective. Notwithstanding the foregoing, all bills, statements, invoices, consents, requests, or other communications from Landlord to Tenant with respect to Rent may be sent to Tenant by regular United States mail.

20. Miscellaneous Provisions

20.1 Landlord Access. Landlord, and applicable Landlord Parties, shall have the right to enter the Premises, at all reasonable hours (and at any time in the event of an emergency) to: (a) inspect the Premises; (b) supply any service to the Premises; (c) post notices of non-responsibility; (d) determine whether Tenant is complying with its obligations under this Lease.

20.2 Successors. The terms, covenants, and conditions contained in this Lease shall bind and inure to the benefit of Landlord and Tenant.

20.3 Force Majeure.

(a) Neither Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Lease, for any failure or delay in fulfilling or performing any obligation under this Lease [(except for any obligations to make payments to the other Party hereunder)], when and to the extent such failure or delay is caused by a Force Majeure Event. The failure or inability of either Party to perform its obligations in this Lease due to a Force Majeure Event shall be excused for the duration of the Force Majeure Event and extended for a period equivalent to the

period of such delay, but not in excess of one hundred and twenty (120) days in the aggregate.

(b) Either Party (the "**Force Majeure Noticing Party**") shall give the other Party notice within fifteen (15) days of the commencement of the Force Majeure Event, explaining the nature or cause of the delay and stating the period of time the delay is expected to continue. The Force Majeure Noticing Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Force Majeure Noticing Party shall resume the performance of its obligations as soon as reasonably practicable after the Force Majeure Event ends.

20.4 Partial Invalidity. Each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall remain in effect and shall be enforceable to the full extent permitted by law.

20.5 Entire Agreement. This Lease (including all Exhibits) is intended as a final expression of the Parties' agreement regarding the Leased Premises, and may not be contradicted by evidence of any prior written or oral agreement. The Parties further intend that this Lease constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence other than the Parties Purchase and Sale Agreement for the sale of the Tenant's property to Landlord, just prior to this Lease, may be introduced in any judicial or other proceeding, if any, involving this Lease.

20.6 No Representations. Neither Landlord nor Landlord's agents have made any representations or warranties with respect to the Premises, the building, the Property, or this Lease except as expressly set forth herein.

20.7 Governing Law; Consent to Jurisdiction and Venue. This Lease shall be governed by the laws of the State of Wyoming, which shall govern the validity, performance, and enforcement of this Lease. Tenant consents to personal jurisdiction and venue in the state of Wyoming, County of Natrona, Seventh Judicial District shall have exclusive jurisdiction and Tenant hereby agrees to such exclusive jurisdiction.

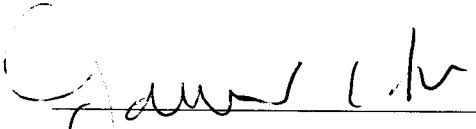
20.8 Amendments. This Lease may only be amended, modified, or supplemented by an agreement in writing duly executed by both Landlord and Tenant.

20.9 No Recording. Neither this Lease nor any memorandum hereof shall be recorded or filed in any land records or other public records of any jurisdiction.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Lease as of the Effective Date.

Approved as to Form:



John Henley, City Attorney

ATTEST:

LANDLORD
CITY OF CASPER, WYOMING,
A Municipal Corporation:

City Clerk

By: _____
Ray Pacheco
Mayor

TENANT
CHARLES E. PIERSALL CHAPTER OF THE
IZAAK WALTON LEAGUE OF AMERICA

Printed Name and Title

STATE OF WYOMING)

) ss.

COUNTY OF NATRONA)

The foregoing Lease Agreement was acknowledged before me on the ____ day of _____, 2022, by _____ as the _____ of the Charles E. Piersall Chapter of the Izaak Walton League of America, as the "Tenant."

Notary Public

My Commission Expires: _____

STATE OF WYOMING)

) ss.

COUNTY OF NATRONA)

The above and foregoing Lease Agreement was acknowledged before me on the ____ day of _____, 2022, by Ray Pacheco, as the Mayor of the City of Casper, Wyoming, a Wyoming Municipal Corporation, as the "Landlord"

Notary Public

My Commission Expires: _____

EXHIBIT A-1 "LEASED PREMISES"



EXHIBIT "A-1"
Portion of the Lot 3 (NW¼SW¼)
Section 7, T.33N., R.79W., &
NE¼SE¼ Section 12, T.33N., R.80W., 6th P.M.
Natrona County, Wyoming

A parcel of land situate within portions of Lot 3 (NW¼SW¼) of Section 7, T.33N., R.79W., 6th P.M., and the NE¼SE¼ of Section 12, T.33N., R.80W., 6th P.M., Natrona County, Wyoming, as shown on Exhibit A-1, attached hereto and by this reference made a part hereof and being more particularly described as follows:

Commencing at the S1/16 corner common to said Sections 7 and 12, located on the north line of Caspar Collins Addition No. 2, monumented by a brass cap:

Thence S88°41'59"W, along the south line of the NE¼SE¼ of said Section 12, also the north line of the Caspar Collins Addition No. 2, a distance of 350.00 feet to a point, being the Point of Beginning;

Thence continuing S88°41'59"W, along the south line of the parcel and the NE¼SE¼ of said Section 12, also the north line of Caspar Collins Addition No. 2, a distance of 267.93 feet to the southwest corner of the parcel;

Thence N01°18'01"W, a distance of 431.85 feet to a point;

Thence N63°25'13"E, a distance of 237.68 feet to a point;

Thence S86°49'22"E, a distance of 161.91 feet to a point;

Thence N65°41'20"E, a distance of 197.87 feet to a point;

Thence N85°02'49"E, a distance of 220.03 feet to a point;

Thence S59°00'25"E, a distance of 109.41 feet to a point;

Thence S80°27'03"E, a distance of 415.83 feet to a point;

Thence S72°21'24"E, a distance of 394.53 feet to a point;

Thence S00°01'59"W, a distance of 350.65 feet to the southeast corner of the parcel, located on the south line of Lot 3 (NW¼SW¼) of said Section 7, also the north line of the Caspar Collins Addition;

Thence S88°52'59"W, along the south line of the parcel and the south line of Lot 3 (NW¼SW¼) of said Section 7, and the north line of the Caspar Collins Addition, a distance of 490.94 feet to a point;

Thence N01°07'01"W, a distance of 152.74 feet to a point;

Thence S88°52'59"W, a distance of 233.49 feet to a point;

Thence N00°00'00"W, a distance of 96.78 feet to a point;

Thence N59°00'58"E, a distance of 49.25 feet to a point;

Thence N00°00'00"W, a distance of 122.12 feet to a point;

Thence N90°00'00"W, a distance of 103.78 feet to a point;

Thence N00°00'00"E, a distance of 32.86 feet to a point;

Thence S88°52'59"W, a distance of 595.44 feet to a point;

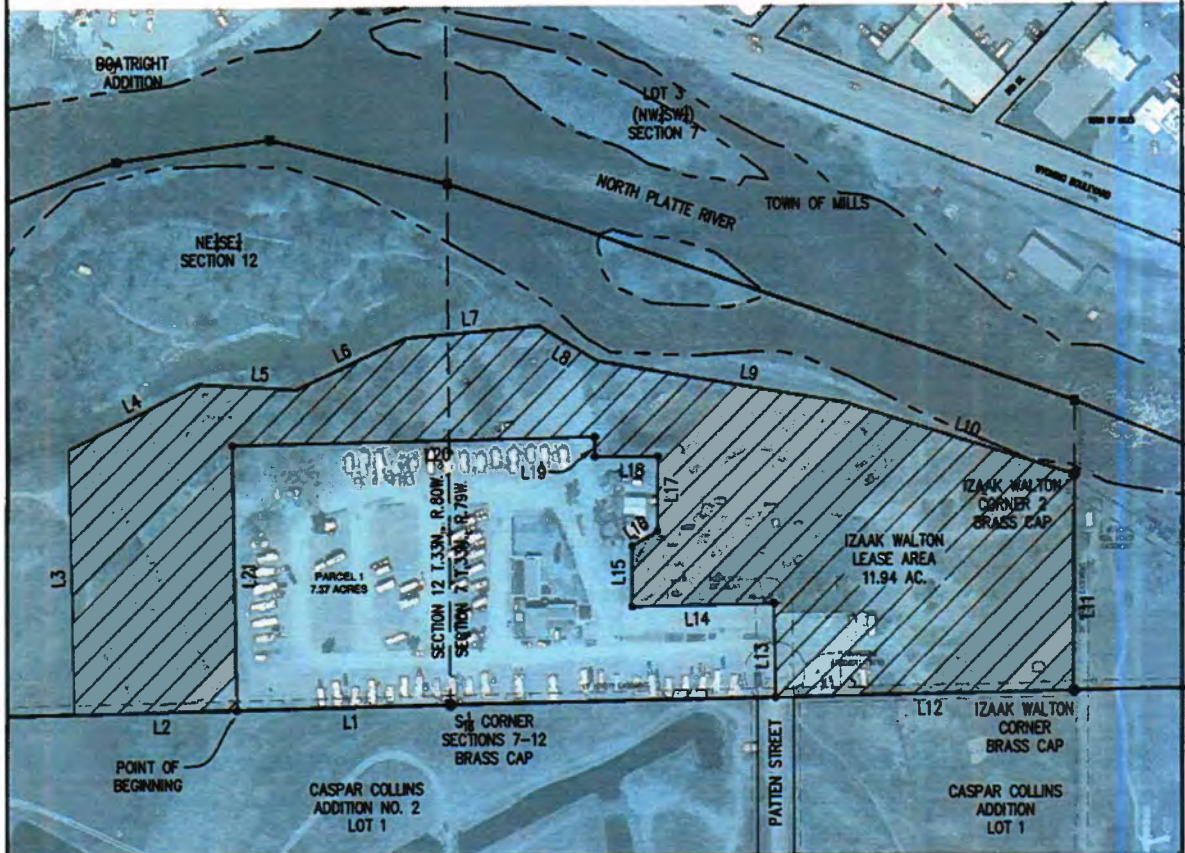
Thence S01°07'01"E, a distance of 432.12 feet to the Point of Beginning.

The above described parcel of land contains 11.94 acres, more or less and is subject to any rights-of-way and/or easements, reservations and encumbrances which have been legally acquired.

I hereby certify that this description was prepared from notes taken during an actual survey made under my direct supervision in September, 2021, and that on the basis of my information knowledge and belief as a Professional Land Surveyor that this description is true and correct.



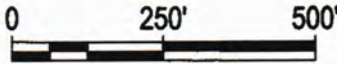
MODIFICATION IN ANY WAY OF THE FOREGOING DESCRIPTION IS STRICTLY PROHIBITED. I HAVE CAREFULLY REVIEWED THIS INFORMATION AND CERTIFY IT TO BE ACCURATE ON THE BASIS OF MY KNOWLEDGE AND BELIEF. ANY CHANGE, ADDITION OR DELETION OF ANY PART OF THIS DESCRIPTION WILL ACT TO VOID ANY WARRANTY OR RESPONSIBILITY, EXPRESSED OR IMPLIED, THAT I HAVE TOWARD THE SUBJECT PROPERTY.



LINE TABLE		
Line #	Bearing	Length
L1	S88°41'59"W	350.00'
L2	S88°41'59"W	267.93'
L3	N1°18'01"W	431.85'
L4	N63°25'13"E	237.68'
L5	S86°49'22"E	161.91'
L6	N65°41'20"E	197.87'
L7	N85°02'49"E	220.03'
L8	S59°00'25"E	109.41'
L9	S80°27'03"E	415.83'
L10	S72°21'24"E	394.53'
L11	S0°01'59"W	350.65'

LINE TABLE		
Line #	Bearing	Length
L12	S88°52'59"W	490.94'
L13	N1°07'01"W	152.74'
L14	S88°52'59"W	233.49'
L15	N0°00'00"E	96.78'
L16	N59°00'58"E	49.25'
L17	N0°00'00"E	122.12'
L18	N90°00'00"W	103.78'
L19	N0°00'00"E	32.86'
L20	S88°52'59"W	595.44'
L21	S1°07'01"E	432.12'

M:\Lond 2021\Surveying\21-221 Izaak Walton Lease\Survey Plots\LEASE AREA.dwg, 5/23/2022, Bill



SCALE: 1" = 250'



Civil Engineering Professionals, Inc.
 6080 Enterprise Drive, Casper, WY 82609
 Phone 307.266.4346 Fax 307.266.0103
 www.cepi-casper.com

EXHIBIT "A-1"
IZAAK WALTON LEASE AREA
 Lot 3 (NW 1/4) Section 7, T.33N., R.79W.
 NE 1/4 Section 12, T.33N., R.799W.
 Natrona County, Wyoming
 May, 2022
 W.O. 21-221

EXHIBIT A



EXHIBIT "A"
IZAAK WALTON LEAGUE
Portion of Lot 3 (NW¼SW¼)
Section 7, T.33N., R.79W., & NE¼SE¼
Section 12, T.33N., R.80W., 6th P.M.
Natrona, County, Wyoming
IZAAK WALTON PARCEL 1

A parcel of land situate within portions of Lot 3 (NW¼SW¼) of Section 7, T.33N., R.79W., 6th P.M., and the NE¼SE¼ of Section 12, T.33N., R.80W., 6th P.M., Natrona County, Wyoming, being more particularly described as follows:

Commencing at the S1/16 corner common to said Sections 7 and 12, located on the north line of Caspar Collins Addition No. 2, monumented by a brass cap and being the Point of Beginning::

Thence S88°41'59"W, along the south line of the NE¼SE¼ of said Section 12, also the north line of the Caspar Collins Addition No. 2, a distance of 350.00 feet to a point;

Thence N01°07'01"W, a distance of 432.12 feet to a point;

Thence N88°52'59"E, a distance of 595.44 feet to a point;

Thence S00°00'00"E, a distance of 32.86 feet to a point;

Thence N90°00'00"E, a distance of 103.78 feet to a point;

Thence S00°00'00"E, a distance of 122.12 feet to a point;

Thence S59°00'58"W, a distance of 49.25 feet to a point;

Thence S00°00'00"E, a distance of 96.78 feet to a point;

Thence N88°52'59"E, a distance of 233.49 feet to a point;

Thence S01°07'01"E, a distance of 152.74 feet to a point;

Thence S88°52'59"W, along the south line of the parcel and the south line of the NW¼SW¼ of said Section 7, and the north line of the Caspar Collins Addition, a distance of 535.08 feet to a point;

The above described parcel of land contains 7.37 acres, more or less and is subject to any rights-of-way and/or easements, reservations and encumbrances which have been legally acquired.

I hereby certify that this description was prepared from notes taken during an actual survey made under my direct supervision in September, 2021, and that on the basis of my information knowledge and belief as a Professional Land Surveyor that this description is true and correct.



MODIFICATION IN ANY WAY OF THE FOREGOING DESCRIPTION IS STRICTLY PROHIBITED. I HAVE CAREFULLY REVIEWED THIS INFORMATION AND CERTIFY IT TO BE ACCURATE ON THE BASIS OF MY KNOWLEDGE AND BELIEF. ANY CHANGE, ADDITION OR DELETION OF ANY PART OF THIS DESCRIPTION WILL ACT TO VOID ANY WARRANTY OR RESPONSIBILITY, EXPRESSED OR IMPLIED, THAT I HAVE TOWARD THE SUBJECT PROPERTY.

EXHIBIT B – PERSONAL PROPERTY

Exhibit B – Personal Property

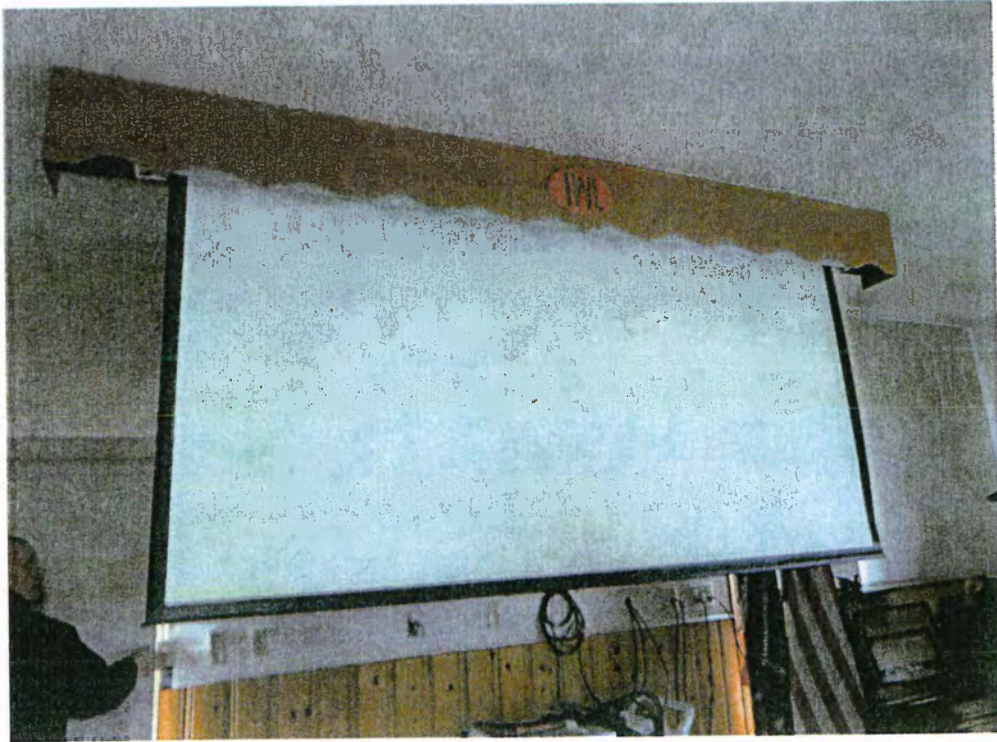
Lodge – Whirlpool Refrigerator



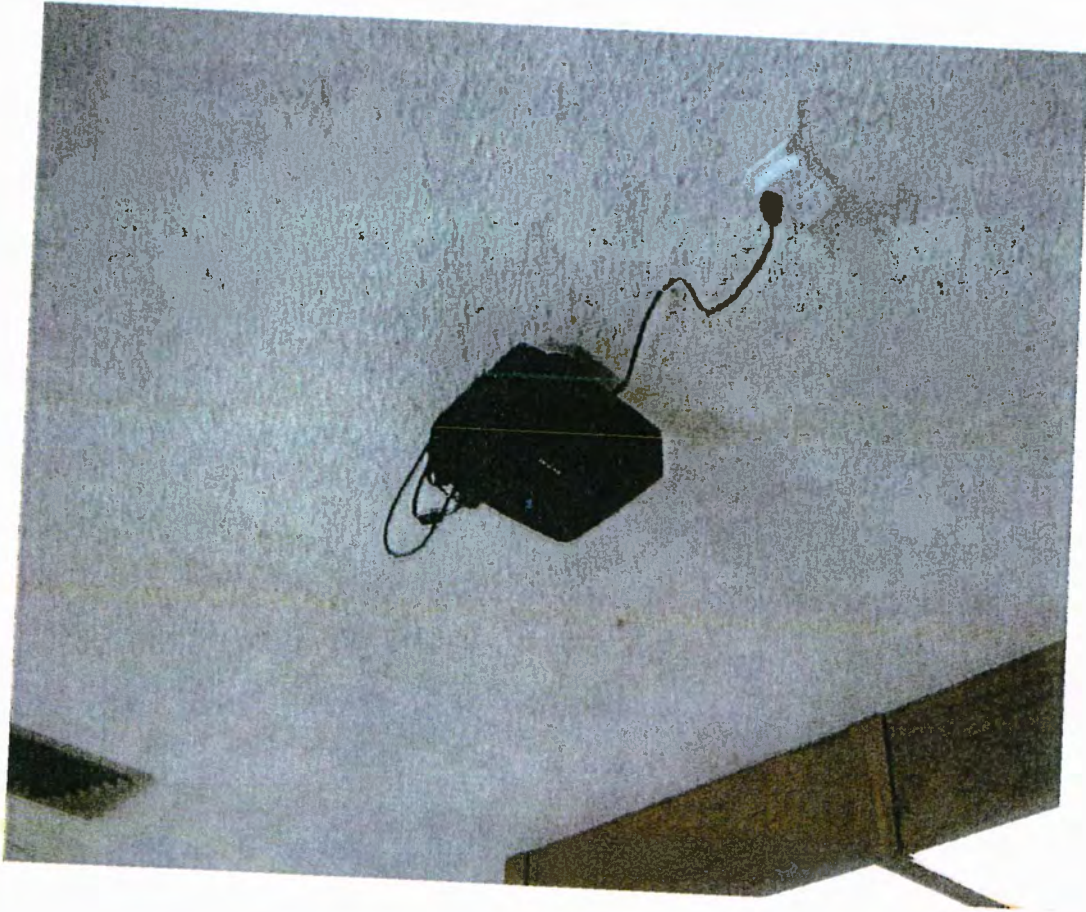
Lodge – Whirlpool Stove



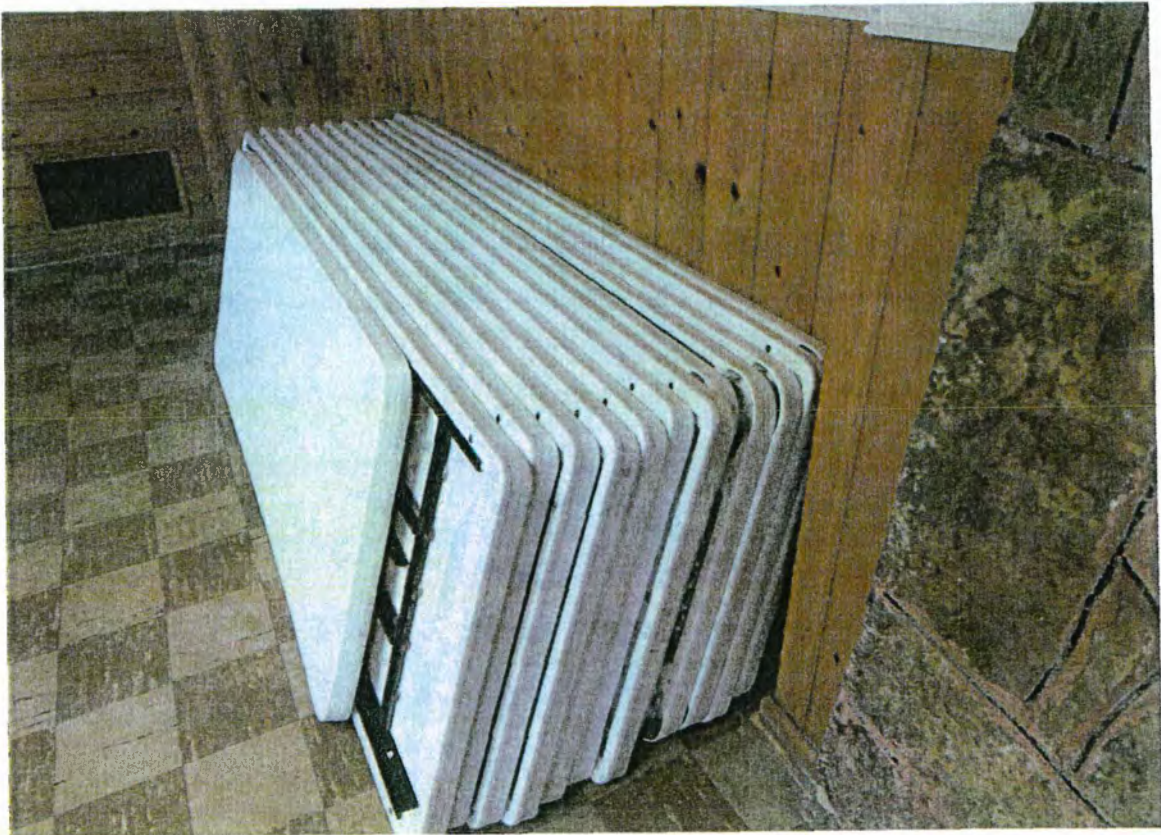
Lodge – Projector Screen



Lodge – Projector



Lodge – Plastic Foldable Tables: 12 long, 1 medium, 2 short



Lodge - 79 chairs



Lodge – Board Room – Whirlpool Stove



Lodge – Board Room – Refrigerator (brand unknown)



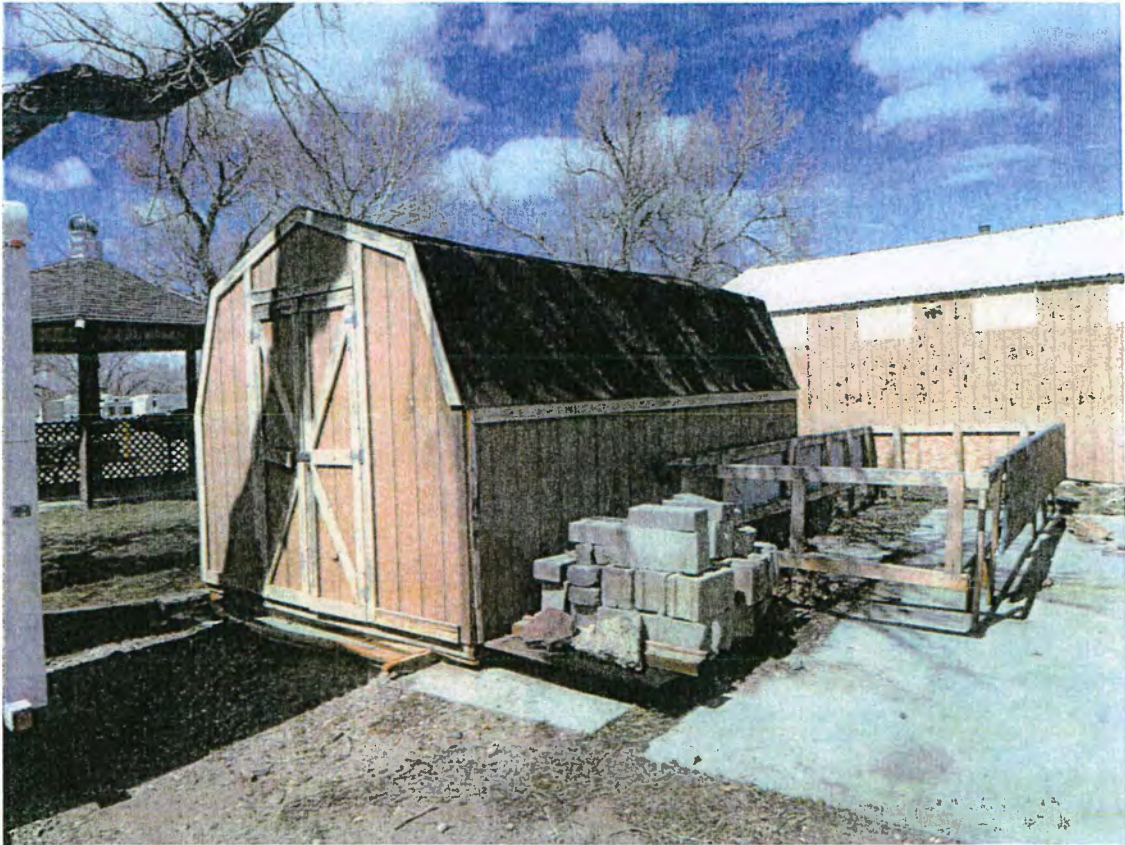
Lodge – Board Room – Ice Machine – Mazz Ice



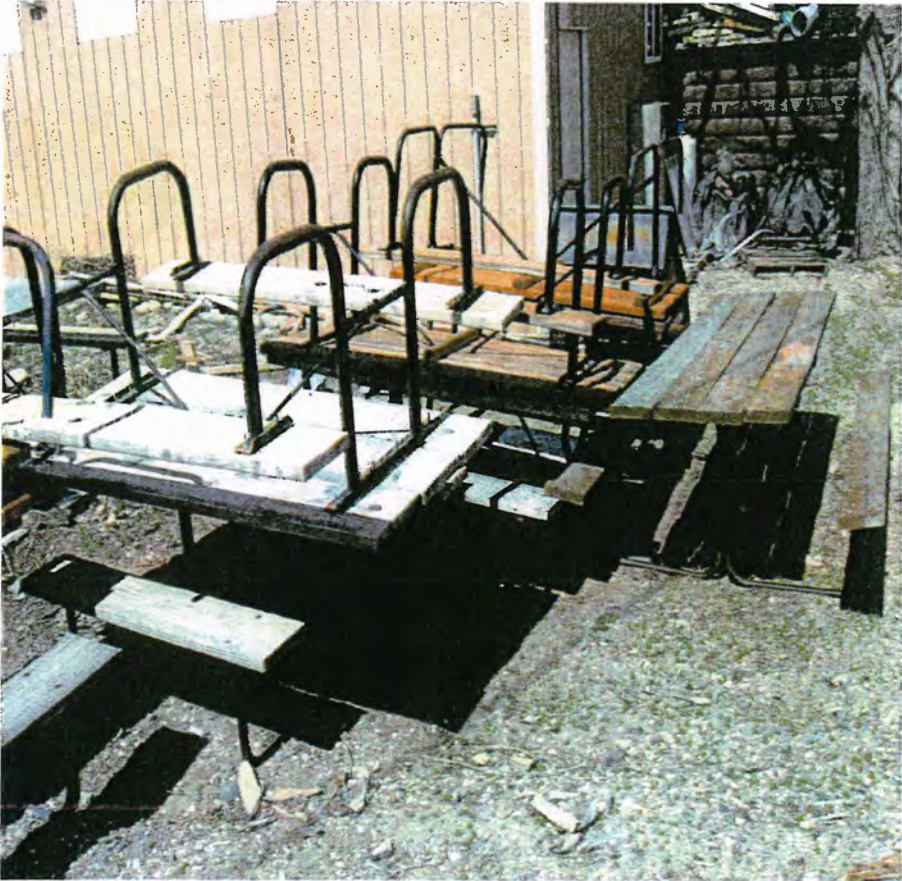
Lodge – Board room table and 11 chairs



Shed behind the ledge (shed only)



Picnic tables around the lodge (17 in total)



Picnic tables around the lodge (17 in total) - continued



Gazebo with picnic table



Maintenance garage – furnace (wood burning)



Gazebo and swings (outside bathrooms)



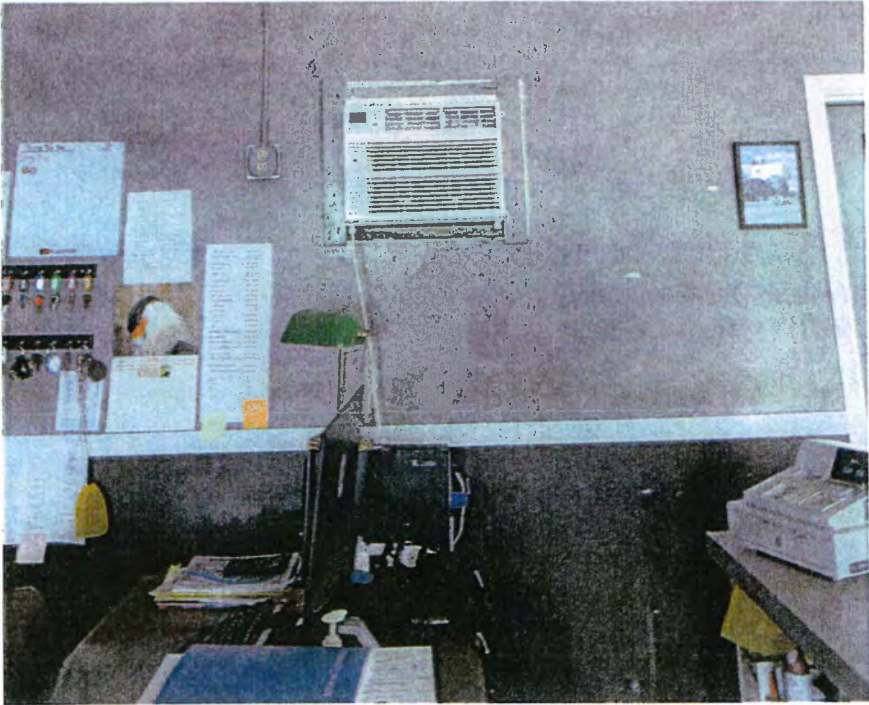
Playground equipment (outside bathrooms)



Bathroom bench (total 2 – women and men bathroom)



The office – wall installed AC unit



Office – deep freezer (total 2)



Office – Refrigerator



EXHIBIT C Agreed Upgrades/Repairs

Exhibit C

Property Inspection

The Property was inspected on December 17, 2020 with building inspectors from the City of Casper and Brian Connely, President of Charles E. Piersall Chapter, Izaak Walton League. The findings are outlined below.

As requested, an inspection walk through was completed for the Isaak Walton campground and adjoining buildings. Dan Elston (Building Official) and Shawn Barrett (Electrical Inspector) met with John Henley and Jolene Martinez of the City of Casper and accompanied them with other persons through the existing buildings and campground to identify the existing conditions of the property and structures.

It is important to realize that a change of ownership does not require building code upgrades to current code standards be completed for the sale. The following concerns should be addressed or recognized by both parties in terms of the change of ownership.

The Lodge: Built approx. 1938 and Meeting Hall Built 1954

- The roof has T-Lok type shingles that are in poor condition, typically insurance companies will not insure this type of roofing system. The roof shingles would need to be removed and replaced. This is for insurance purposes not a code requirement. *Per Jon Brady, roof was replaced after a windstorm and covered by insurance in 2020/2021.*
- Parking lot is not paved or striped with ADA parking identified. This is a City requirement for parking and with no work considered, it would be grandfathered at this time. If work was to commence in the future the Planning and Zoning Dept. would determine parking lot requirements.
- There is “negative” drainage around the building, this should be repaired to minimize any future damage to the structure.
- Unit heater and fire place insert are the only heat source in the east portion of the building. There is no conditioned air for this area. Required by code if future remodel was to be considered.
- Restrooms would need to be upgraded if remodel was considered.
- Unable to inspect attic furnace at time of walk through. Would not anticipate any changes.
- Exposed “Romex wiring” on the east end should be addressed.
- Exterior wall covering in disrepair on east end. (you can see through the wall)
- Electrical outlets not tamper resistant, not a code issue but a safety issue.

Shower Building:

- Reseal counters at the lavatories.
- Repair toilet that is 1” above the finished floor.

Boiler Room -Shower Building:

- No backflow preventer on 1 ½” incoming water service.

- No water meter, was explained that the water is free.
- Large electrical junction box requires a cover.

Maintenance Shop:

- Solid fuel burning appliances are not allowed in garages. Remove wood burning stove.

Campground Spaces:

- GFCI protection on electrical outlets recommended for safety, required by code if spaces were to be upgraded.
- Extension cords for heating water pipes should be repaired for safety purposes.
- All sewer connections from campers to sewer piping required to be “gas tight”. Numerous are sealed with rags or nothing.

General Notes:

- There are many areas that GFCI electrical outlets should be installed for safety purpose even though it is not required by code until upgrades are considered.
- Extension cords are used for many purposes throughout and should be alleviated for safety. Fire Department annual inspection would require them to be removed.

RESOLUTION 22-91

A RESOLUTION APPROVING A LEASE AGREEMENT FOR THE CITY OF CASPER TO LEASE PORTIONS OF THE IZAAK WALTON LEAGUE PROPERTY TO THE CHARLES E. PIERSALL CHAPTER, IZAAK WALTON LEAGUE OF AMERICA, INCLUDING BUILDINGS AND COMMON AREAS LOCATED ON SAID PROPERTY.

WHEREAS, Charles E. Piersall Chapter, Izaak Walton League of America, is selling the Izaak Walton League property to the City of Casper; and,

WHEREAS, the Charles E. Piersall Chapter, Izaak Walton League of America, has operated from this location for many years, and has expressed an interest to continue its operations after the sale of the property to the City of Casper; and,

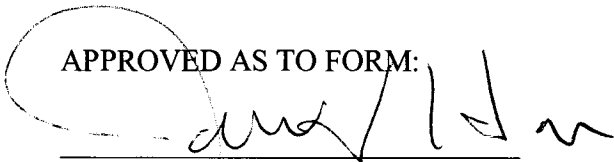
WHEREAS, the City of Casper desires to enter into a Lease Agreement with the Charles E. Piersall Chapter, Izaak Walton League of America; and,

WHEREAS, the negotiated Purchase and Sale Agreement for the purchase of Izaak Walton League property is explicitly contingent upon the Parties also agreeing to the terms of the Lease Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor or the Mayor's designee is hereby authorized and directed to execute, and the City Clerk to attest, after the purchase by the City of the Izaak Walton property, a Lease Agreement between the City of Casper, Wyoming, and Charles E. Piersall Chapter, Izaak Walton League of America, for the use of a portion of the Izaak Walton League property, as reflected in the Lease Agreement, before Council.

PASSED, APPROVED, AND ADOPTED this 7th day of June, 2022.

APPROVED AS TO FORM:




ATTEST:


Fleur Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Ray Pacheco
Mayor

May 24, 2022

MEMO TO: J. Carter Napier, City Manager 

FROM: Zulima Lopez, Parks, Recreation, and Public Facilities Director 
Phil Moya, Recreation Division Manager

SUBJECT: Authorizing an Agreement with HA Baseball LLC, DBA. Casper Horseheads for the operation of concessions at Mike Lansing Baseball Stadium

Meeting Type & Date

Regular Council Meeting
June 7, 2022

Action type

Resolution

Recommendation

That Council authorize, by resolution, an Agreement between the City of Casper and HA Baseball LLC, DBA. Casper Horseheads for the operation of concessions and the sale of malt beverages at Mike Lansing Baseball Stadium.

Summary

The Parks, Recreation and Public Facilities Department requests approval for a lease agreement between the City of Casper and the HA Baseball LLC, DBA. Casper Horseheads for the use and operation of Mike Lansing Stadium concessions stand for the sale of food and beverages, including beer and other malt liquor. HA Baseball LLC, DBA. Casper Horseheads is seeking a special malt liquor license, which requires this Agreement. The lease includes non-exclusive use of the bleachers, seating platforms, restrooms and egress pathways to seating areas to allow individuals who purchase beer or other malt liquor from concessions to move freely through these areas with their beverages.

The term of this agreement is from April 1, 2022 through March 31, 2023, to coincide with the requirements of the desired liquor licensing and the associated statutes. HA Baseball LLC, DBA. Casper Horseheads will provide concession sales as well as the sale of malt beverages for all scheduled baseball games through the term of the Agreement and will be available for special events per request.

HA Baseball LLC, DBA. Casper Horseheads will be responsible for normal facility upkeep and minor repairs totaling \$750 or less during the term of the Agreement. They will also be responsible for litter control, trash receptacle garbage removal, trash bag replacement, maintaining, cleaning and re-stocking of toilet paper, paper towels and hand soap of restrooms and portable restrooms

for the areas within the metes and bounds legal description provided in Exhibit “A” under the terms of the lease agreement.

The City of Casper will be responsible for utilities, major repairs over \$750, as well as normal stadium turf and related ground maintenance and roadway and parking lot repairs.

Financial Considerations

The City earned \$700 in Mike Lansing Stadium concession stand rental fees in 2021. Through this lease, HA Baseball LLC, DBA. Casper Horseheads will pay the City of Casper rental fees and 5% of gross receipts from all concession and malt beverage sales, as well as from any advertising. Staff estimates revenue for the 2022 lease term will be \$3,240.

Oversight/Project Responsibility

Phil Moya, Recreation Manager
Paul Zowada, Recreation Supervisor

Attachments

Resolution
Lease Agreement



LEASE AGREEMENT

THIS LEASE AGREEMENT, hereafter **Agreement** or **Contract**, entered into this _ day of _____, 2022, between the City of Casper, Wyoming, a municipal corporation, hereinafter referred to as "**City or Lessor**," and HA Baseball LLC/D.B.A. Casper Horseheads, a Wyoming Corporation or a 501(c) (3) Non-Profit Corporation, hereinafter referred to as "**Lessee**." This Agreement supersedes and replaces any previous agreements between the parties.

IN CONSIDERATION of the Lease, covenants, and conditions herein set forth, the **Lessor** and **Lessee** hereby covenant, promise, and agree as follows:

RECITALS:

- A. The **Lessor** owns and operates the Mike Lansing Stadium, Concessions Stand at 330 Kati Lane, Casper Wyoming; and
- B. **Lessee** desires to enter into a non-exclusive lease of the Mike Lansing Stadium concessions stand, bleachers, seating platforms, restrooms and egress pathways to seating areas and to reach other accommodations with the **Lessor**, and the **Lessor** is willing to enter a nonexclusive lease with the HA Baseball LLC/D.B.A. Casper Horseheads, and to define associated obligations of the parties as set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants contained herein, it is agreed:

1. **PREMISES:**

- A. **Lessor** hereby agrees to lease to **Lessee**, and **Lessee** hereby agrees to lease from **Lessor**, for the term hereinafter provided, and any extensions thereafter, and upon the terms and conditions set forth in this Agreement, the property described as Mike Lansing Stadium concessions stand, bleachers, seating platforms, restrooms and egress pathways to seating areas as described in Exhibit A, attached hereto and by reference made part of this Agreement, hereinafter referred to as the "Mike Lansing Stadium Concession Areas", or "Leased Premises".
- B. "Mike Lansing Stadium Concession Areas" will be used only for conducting concessions sales and for the sale of malt beverages, all in accordance with this Agreement (as set forth in Sections 4 and 6, and Exhibit A), subject to availability, and will need to be scheduled and approved by the responsible, appropriate City Department Director or designee.
- C. The "Mike Lansing Stadium Concession Areas" is leased to **Lessee** in an AS IS CONDITION, WITHOUT WARRANTY, and EXPRESSED OR IMPLIED. By signing this Agreement, **Lessee** agrees it has inspected the premises and accepts the property in its present condition.

2. **PURPOSE:**

- A. The demised premises are leased to **Lessee** for the purpose of conducting concessions sales and for the sale of malt beverages. Such sales activities and or services and related activities

shall be conducted in a safe manner and shall conform to all federal, state, and municipal laws, and all regulations relating to possession, use, or maintenance of the property.

3. **TERM:**

- A. The term of this Agreement shall be from April 1, 2022, through March 31, 2023 (“**Lease Term**”).

4. **FEES:**

- A. **Rental Fee:** During the Lease Term, the **Lessee** will pay a monthly rental fee to the **Lessor** for use of the Mike Lansing Stadium concessions stand, bleachers, seating platforms, restrooms and egress pathways to seating areas in the amount of Two Hundred Dollars (\$200.00) per month during the baseball season from April 1st through August 31st.

1. **Payment:** The **Lessor** shall invoice **Lessee**, on a monthly basis, during the preceding month, in accordance with the rates established in this Lease. **Lessee** shall pay rent to the **Lessor** within thirty (30) business days after the date on the invoice. Rent not received on time is subject to a one and one half percent (1.5 %) per month late fee due the **Lessor** if the rental fee payment is not paid to the **Lessor** by the 15th day of the overdue month of this Lease. **Lessee’s** failure to pay **Lessor** the above described rent on or before the 15th day of any month of this Lease shall be considered a default by the **Lessee** of the terms and conditions of this Lease. **Lessee** also has the option to pay the total annual rental fee for the Mike Lansing Stadium concessions stand, bleachers, seating platforms, restrooms and egress pathways to seating areas within thirty (30) days of execution of this Lease as a payment option.

5. **ASSIGNMENT/SUBLEASING:**

- A. **Lessee** may not assign, sell, or transfer this Agreement in whole or part and may not sublet all or otherwise assign all or any part of the leased premises without the prior written consent of the **Lessor**. **Lessee** shall not allow another group or entity to use/share the rental space without written consent of the **Lessor**.

6. **CONCESSIONS / RETAIL SALES:**

- A. **Lessee** shall pay the **Lessor** a fee of 5% of gross receipts from all sales which shall be due and payable to the **Lessor** on or before the 15th day of each month of this Agreement. A late fee of an additional 1.5% of the gross receipts shall be due to the **Lessor** if the monthly fee payment is not paid to the **Lessor** by the 15th day of each month of this Agreement. **Lessee’s** failure to pay **Lessor** the above described fee on or before the 15th day of any month of this Agreement shall be considered a default by the **Lessee** of the terms and conditions of this Agreement.
- B. The **Lessee** must obtain all pertinent kitchen, food, beverage, liquor, concession, catering and dining area facility operational permits and licenses and pay all associated local, county, state, and federal fees, registrations, and taxes as required at its sole cost and expense.
- C. **Lessee** agrees to operate the "Mike Lansing Stadium Concession Areas" on dates, and at the hours listed in accordance with the facility schedule to be provided by the **Lessor** prior

to the season. Generally, the **Lessee** must be available to be open on weekday evenings and on most weekends from April 1, 2022 to March 31, 2023.

1. If the **Lessee** desires to close the "Mike Lansing Stadium Concession Areas" during days or hours specified on the schedule as described, the **Lessee** must provide a written or electronic communication with a documentation of cause at least 48 hours in advance of its requested closing to the responsible appropriate City Department Director or their assigned designee.
- D. **Lessee** agrees that Mike Lansing Stadium bleachers, seating platforms, restrooms and egress pathways to seating areas are available to renters of Mike Lansing Stadium on dates, and at the hours listed in accordance with the facility schedule to be provided by the **Lessor** during the dates of April 1, 2022 and March 31, 2023.

7. **INVENTORY:**

- A. Within thirty (30) days of the execution of this Agreement by all parties hereto, and on or before May 1 of each term of this Agreement, the **Lessor** and the **Lessee** shall jointly prepare and maintain an updated annual inventory of equipment and fixtures (which shall be signed off by both parties), separately listing those items, number of items, and approximate value(s) of items belonging to the **Lessor** and those belonging to the **Lessee** on the leased premises. **Lessee** shall not remove any **Lessor** owned equipment from the facilities without express written permission from the responsible appropriate City Department Director or their assigned designee.

8. **TAXES AND ASSESSMENTS:**

- A. **Lessee** agrees to pay to the Natrona County Treasurer, on behalf of the **Lessor**, any and all taxes and assessments which may be assessed against the property, upon reasonable notice by the **Lessor**, as to the amounts due and owing as a result of **Lessee's** performance and activities under this Agreement.

9. **NON-DISCRIMINATION:**

- A. The **Lessee** agrees that neither it nor its' subcontractors will discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment because of his or her race, color, creed, religion, national origin, age, sex, or ancestry.

10. **SCHEDULING:**

- A. **Lessee** shall be responsible for the scheduling of the "Mike Lansing Stadium Concession Areas" for all concessions sales and for the sale of malt beverage related activities. **Lessor** shall schedule any concessions sales and for the sale of malt beverages and special events based on the availability of the facility.
- B. For any events that deviate from the master schedule, the **Lessee** must notify the **Lessor** of such changes at least fourteen (14) days in advance for the **Lessor** to bill accordingly.

11. **LAWS AND REGULATIONS:**

- A. Lessee shall be solely responsible for compliance with all laws, orders, and regulations of federal, state, and municipal authorities and with any direction of any public officer, pursuant to law, which shall impose any duty upon Lessee with respect to the real property and fixed assets. Lessee shall obtain all licenses or permits which may be required for the conduct of its business within the terms of this Agreement, or for the making of repairs, additions, alterations, or improvements.

12. **INSURANCE, INDEMNIFICATION AND IMMUNITY:**

- A. **Prior to the commencement of the Lease Term, Lessee 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 Lessee's operation and use of the leased premises. The cost of such insurance shall be borne by the Lessee.**
- 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. The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage.**
 2. **Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.**
 3. **Workers' Compensation: as required by the State of Wyoming with Statutory Limits.**
- C. **Property insurance against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.**
- D. **Higher Limits: If the Lessee maintains broader coverage and/or higher limits than required under this Agreement, then the Lessor shall be entitled to coverage for the higher limits maintained by the Lessee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Lessor.**
- E. **Other Insurance Provisions:**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. *Additional Insured Status*

The Lessor, its officers, officials, employees, 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 Lessee including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Lessee's insurance at least as broad as ISO Form CG 20 10.

2. *Primary Coverage*

For any claims related to this contract, the Lessee's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Lessor, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Lessor, its officers, officials, employees, or volunteers shall be excess of the Lessee's insurance and shall not contribute with it.

3. *Notice of Cancellation*

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Lessor. Such notice to the City shall be provided in a commercially reasonable time.

4. *Waiver of Subrogation*

Lessee hereby grants to the Lessor a waiver of any right to subrogation which any insurer of said Lessee may acquire against the Lessor by virtue of the payment of any loss under such insurance. Lessee 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 Lessor has received a waiver of subrogation endorsement from the insurer.

5. *Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Lessor.

6. *Self-Insured Retentions*

Self-insured retentions must be declared to and approved by the Lessor. At the option of the Lessor, either: the Lessee shall obtain coverage to reduce or eliminate such self-insured retentions as respects the Lessor, its officers, officials, employees, and volunteers; or the Lessee shall provide a financial guarantee satisfactory to the Lessor guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Lessor.

7. *Claims Made Policies*

If any of the required policies provide coverage on a claims-made basis:

a. The Retroactive Date must be shown and must be before the date of the Contract or the beginning of Contract work.

b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. However, Consultant's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.

c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five

(5) years after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

Lessee shall furnish the **Lessor** with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. All certificates and endorsements are to be received and approved by the **Lessor** before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the **Lessee's** obligation to provide them. The **Lessor** reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

9. *Special Risks or Circumstances*

Lessor reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

10. *Subcontractors*

Lessee shall require and verify that all Subcontractors maintain insurance meeting all the requirements stated herein, and **Lessee** shall ensure that the **Lessor** is an additional insured on insurance required from Subcontractors.

F. **Indemnification:**

Lessee agrees to indemnify the **Lessor**, the **Lessor's** employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence, fault or willful and wanton conduct of the **Lessee** and/or any subcontractor thereof.

G. **Liquor Liability:**

If **Lessee** will be supplying alcoholic beverages, the general liability insurance shall include host liquor liability coverage. If **Lessee** is using a caterer or other vendor to supply alcohol, that vendor must have liquor liability coverage. If **Lessee** intends to sell alcohol either the **Lessee** or vendor providing the alcohol for sale must have a valid liquor license and liquor liability insurance covering the sale of alcohol.

13. **USE OPERATIONS PLAN:**

A. The **Lessee**, prior to the execution of this Agreement, shall submit a Use Operations Plan to the responsible, appropriate City Department Director or the Director's designee. The plan shall specify months, days, and hours of operation for those months, the responsible organizational contact(s) and the contact's telephone number(s), during which the subject property shall be available to the public for related property use activities. The plan shall pertain to the time period of the Lease, in the event the responsible appropriate City Department Director or their assigned designee does not disapprove of the plan within thirty (30) days from the date of its submission, it shall be considered approved.

14. **ADVERTISING:**

- A. Lessee shall have the right to procure and to install, affix, maintain, and replace appropriate signs/banners displaying advertising matter at the leased premise, but only at locations approved by the appropriate City Department Director or assigned designee at their sole discretion. All advertising shall be subject to the Lessor's right to accept or reject the same, including the right to accept or reject sponsors and advertising content, to ensure that any advertising placed at the facility and/or on the property is appropriate in connection with the intended use of the property and its related facilities. Lessee shall not, in procuring, installing, displaying, or replacing any advertising material, violate any person's right to privacy or infringe upon trademarks, trade names, copyrights, or proprietary rights of any person. Advertisement(s) cannot be pre-sold beyond the time periods or terms of the Agreement. It is understood that any approval by the Lessor of advertising material shall not constitute a waiver of Lessee obligations concerning such violations or infringement. Lessee agrees to indemnify and hold the Lessor harmless with respect to all such claims without cost to the Lessor.
- B. The Lessor will be entitled to five percent (5%) of the agreed upon advertising fee per sign/banner. Lessee will be responsible for the full payment of five percent (5%) of the advertising fee during the Agreement term. In the event of Lessee's failure to pay Lessor within seven (7) days of the end of this Agreement, this Agreement shall be considered in default. The terms of the advertising fee agreement, fee structure and term limit will be approved by the responsible, appropriate City Department Director or their assigned designee.
- C. The parties agree that all advertising placed at the facility and/or on the property is owned by the Lessee and shall remain the property of Lessee, and shall be subject to removal by Lessee at any time.

15. **RIGHT TO ENTRY:**

- A. The Lessor reserves the right to enter the leased premises for the purposes of maintenance, public safety, and other general inspections. Lessee will be notified 24 hours in advance of any non-routine, non-emergency inspections, and may accompany Lessor's representative during such inspections.

16. **MAINTENANCE:**

- A. Lessee shall, during the term of this Agreement, keep the leased premises in good order and repair commensurate with the operation of the Lessee's intended use of those premises and facilities, and as necessary to adequately protect spectators, guests, invitees, and participants, and shall at its sole cost and expense, make any repairs necessary to the leased premises for these purposes. The Lessee must receive consent of the Lessor prior to the scheduled repairs. Lessor shall, during the term of this Agreement, provide services commensurate with the lease fee identified in this Agreement. Those services are related to normal facility upkeep including, but not limited to, plumbing, electrical and mechanical repairs to existing equipment that exceed Seven Hundred Fifty Dollars (\$750) per repair. The Lessee will be responsible for all repairs Seven Hundred Fifty Dollars (\$750) per repair or less. The Lessee will report all repairs over Seven Hundred Fifty Dollars (\$750) to the Recreation Supervisor (Athletics). The Supervisor will report the repairs to the appropriate City department to address repairs. The Lessee is liable for all damages that occur to the facility during the Lease

Term. The **Lessor** will be responsible for normal turf and related ground maintenance, and roadway repairs and parking lot repairs.

- B. Services in addition to the normal maintenance referred to above shall be the responsibility of the **Lessee**. **Lessee** will be responsible for maintaining, cleaning and re-stocking of toilet paper, paper towels and hand soap of restrooms and portable restrooms provided during the term of the Agreement. The **Lessee** will be responsible for maintaining the Leased area with trash receptacle garbage removal and trash bag replacement during the term of the Agreement. The **Lessee** will also be responsible for litter collection within the bleachers and grounds in the Leased area that accumulates during the term of the Lease. **Lessee** will be responsible for paying **Lessor** for additional services needed for special events or tournaments. The **Lessee** will need to request the additional services from the **Lessor** and least fourteen (14) days prior to the rental/event. Additional services will only be provided based on availability of City staff. Fees for additional services shall be as shown in Exhibit B.

17. **ADDITIONS, ALTERATIONS, AND IMPROVEMENTS:**

- A. The **Lessee**, at its sole cost, risk, and expense, may construct temporary facilities and fixtures for its benefit and the benefit of participants and spectators. Such facilities and fixtures shall meet all applicable city, state, federal regulations and requirements, and such other requirements as may be prescribed by the **Lessor**.
- B. The plans and specifications for any additional temporary facilities and fixtures shall first be submitted to the **Lessor's** authorized representative for approval in accordance with existing City codes, prior to the construction. At the time of submission, the **Lessee** shall designate whether the facility or fixture is temporary, and for what period of time it will remain in use. The appropriate responsible City Department Director or their assigned designee shall, in addition, have authority to approve or disapprove of all additional facilities or fixtures placed upon the leased premises.
- C. **Lessee** may, upon termination of this Agreement, remove all facilities or fixtures which it constructed and which are of a temporary nature, but must restore property and/or premises to conditions as they were prior to installation of the removed improvements.
- D. The **Lessor** reserves the right to make such improvements to the property, facilities, or fixtures as it may desire, upon reasonable notice to **Lessee**, provided the improvements do not substantially conflict with the use of the premises described herein, as determined by the appropriate responsible City Department Director or their assigned designee.

18. **UTILITIES:**

- A. **Lessor** is responsible for all charges for electricity and natural gas for the Mike Lansing Stadium concessions stand, bleachers, seating platforms, restrooms and egress pathways to seating areas.

19. **DEFAULT:**

- A. In the event **Lessee** shall fail to make any payment called for within fifteen (15) days after the same shall fall due, then **Lessor** may terminate this Agreement by giving **Lessee** written notice of such termination; or, in the event the **Lessee** fails to perform any other obligations

called for herein on its part to be performed, and upon notice duly given of such deficiency by **Lessor**, and upon **Lessee's** failure to cure such deficiency within fifteen (15) days after such notice, then **Lessor** may, by written notice to **Lessee**, terminate this Agreement, effective upon proper delivery or mailing of said written termination notice by **Lessor**.

- B. Upon such termination, **Lessor** shall be entitled to possession of the leased premises and all permanent improvements therein made by **Lessee** without any further notice or demand, and **Lessee** shall peacefully surrender the leased premises and all other permanent improvements therein made by **Lessee**. If **Lessee** shall refuse to surrender and deliver upon the possession of the premises, then **Lessor** without further notice or demand, may re-enter the premises and repossess by force, summary proceedings, ejectment, or otherwise using such help, assistance, and force, in doing so that may be equal and proper without being liable for prosecution of damages therefor, and without prejudice to any remedy allowed by law or equity.

20. REIMBURSEMENT OF DEFAULT AND EVICTION ACTION EXPENSES:

- A. **Lessee** shall pay and indemnify **Lessor** against all legal costs and charges, including attorney's fees, in obtaining possession of the leased premises after a default of **Lessee** or after **Lessee's** default in surrendering possession upon the expiration or early termination of the term of this Agreement or enforcing any covenant of the **Lessee** herein contained. **Lessee** shall also be responsible for all costs required to either remove any temporary facility/fixture improvements or costs for **Lessor** to restore the property and premises to the original condition.

21. DESTRUCTION OF REAL PROPERTY OR FIXED ASSETS:

- A. If the real property or fixed assets should be destroyed totally by fire or other cause, the tenancy created hereby shall be thereafter terminated. Real property and fixed assets not totally destroyed by fire or other cause, regardless of the cause of damage, will be the responsibility of the **Lessee** to repair, rebuild, or reimburse the **Lessor** to an equal to or better than condition or fairly compensate the **Lessor** in monetary value, as existed prior to the destruction of such real property or fixed assets.

22. SURRENDER OF REAL PROPERTY AND FIXED ASSETS:

- A. **Lessee** shall, at the expiration of the Lease Term or any renewal thereof, or on termination thereof, surrender the leased premises free of sub tenancies, liens, or other encumbrances, together with alterations and improvements which may have been made thereon, except for temporary facilities or fixtures put in at the expense of the **Lessee** or at the expense of any subtenants, subject, however, to the subsequent provisions hereof. All the property removable, pursuant to the provisions of this paragraph, shall be removed by the **Lessee** at the expiration of the Lease Term, or any extension thereof, and all property not so removed shall be deemed abandoned by **Lessee**, and becomes the **Lessor's** at its option.

23. OPERATIONS:

- A. **Lessee** shall have the right to solicit offerings and contributions from spectators and charge for concessions sales for **Lessee**-sponsored events. The details of its plan for same shall be submitted by the **Lessee** as part of the Annual Operations Plan and at such other times as may be convenient for the parties. All funds collected by the **Lessee**, by way of contributions or

concessions sales, shall be used solely for the purpose of promoting, maintaining, and continuing operations for the purposes of this Agreement including, but not limited to, defraying operating expenses, purchasing equipment, and improvement of the facilities. **Lessee** shall keep and maintain proper records reflecting all revenues and expenditures, and shall make an Annual Financial Report to the **Lessor** following the close of each year as part of the Annual Operations Plan.

24. **NOTICE:**

- A. Any notice by either party shall be in writing and shall be considered to be duly given if delivered personally or if mailed by certified mail, postage prepaid, addressed as follows:

City of Casper Recreation Division
1801 East Fourth Street
Casper, Wyoming 82601

HA Baseball LLC/D.B.A. Casper Horseheads
PO Box 2505
Casper, WY 82602

25. **WAIVER:**

- A. No failure by **Lessor** to insist upon the strict performance of any terms or conditions of this Lease, or to exercise any right or remedy available on a breach thereof, and no acceptance of full or a partial rent during the continuance of any such breach shall constitute a waiver of any such breach or of any term or condition of this Agreement. No term or condition of this Agreement required to be performed by **Lessee**, and no breach thereof, shall be waived, altered, or modified, except by a written instrument executed by **Lessor**. No waiver of any breach shall affect or alter any term or condition of this Agreement, and such term or condition shall continue in full force and effect with respect to any other than existing or subsequent breach thereof.

26. **ENVIRONMENTAL COMPLIANCE:**

- A. **Lessee** shall conduct its operation on the property in compliance with, and shall not permit the property to be in violation of any applicable local, state, or federal environmental laws. **Lessee** shall obtain and maintain in effect all permits required by any environmental laws for the property, and its uses, and shall furnish to **Lessor** copies of the permits upon request. **Lessee** shall comply with all reporting requirements of 42 U.S.C. 11001, *et seq.* (Emergency Planning and Community Right to Know Act). **Lessee** shall not handle, store, dispose of, or allow the handling, storage, or disposal of any hazardous waste as defined in 42 U.S.C. 6903(5), or hazardous substance as defined in 42 U.S.C. 9601(14), on the property, and shall not discharge any waste onto lands or any surface water or ground water at or near the property. **Lessee** shall manage all hazardous substances and chemicals which it handles off-site, but in proximity to the subject property in accordance with all applicable laws and regulations. **Lessee** shall not bring onto the property any substances known to cause human injury, including, without limitation, cancer or reproductive toxicity, except those which are necessary for the prudent and necessary management of **Lessee's** lawful operations on the property. In addition, **Lessee** shall comply with all laws, regulations, and standards applicable to those substances.
- B. **Lessee** shall immediately advise **Lessor** in writing of (1) any and all governmental agencies regulatory proceedings or enforcement actions instituted or threatened, which require or could require investigation, mitigation, clean-up, alteration, or abatement of any conditions on the

property; (2) all claims made or threatened by any party against Lessee or the property, relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any pollutant, or hazardous substance; and, (3) Lessee's discovery of any occurrence or condition on the property which might subject Lessee, Lessor, or the property to any restrictions on ownership, occupancy, transferability, or use of the property under any local, state, or federal environmental law.

- C. Lessee shall make and conduct regular investigations of the property to determine the presence thereon of any hazardous substance which may have been deposited on the property by any party, including third parties, and shall report any condition which indicates the presence of such substances immediately to Lessor and to the proper authorities. Lessee shall advise Lessor, upon request of all such investigations which had been made, the dates of such investigations, and the method of investigation. These investigations shall be made by Lessee not less than on a monthly basis. Lessee, in addition, shall take all reasonable precaution to prevent the dumping, discharge, or threatened discharge of any hazardous substance on the property by any third persons, and shall advise the Lessor in writing, upon request, of all such precautions which have been taken.

27. GOVERNING LAW:

- A. This Agreement shall be governed, interpreted, construed, and regulated by 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.

28. MISCELLANEOUS COVENANTS:

- A. Time is of the essence in this Agreement and all obligations shall be performed in a timely manner.
- B. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors, heirs, devisees, and assigns.

29. TERMINATION OF LEASE AGREEMENT:

- A. The Lessor or the Lessee may terminate this Agreement anytime by providing thirty (30) days written notice to other party of intent to terminate said Agreement. Notwithstanding the above, the Lessee shall not be relieved of liability to the Lessor for damages sustained by the Lessor, by virtue of termination of the Agreement by the Lessee or any breach of the Agreement by the Lessee.

30. WYOMING GOVERNMENTAL CLAIMS ACT:

- A. The Lessor 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 Lessor specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

31. NO THIRD PARTY BENEFICIARY RIGHTS:

- A. 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.

32. **ENTIRE AGREEMENT:**

- A. This Agreement contains the entire agreement between the parties and it is agreed that neither **Lessor** or anyone acting on its behalf has made any statements, promise, or agreement, or taken upon itself any engagement whatever, orally, or in writing, in conflict with the terms of this Agreement of that in any way modifies, varies, alters, enlarges, or invalidates any of its provisions, and that no obligation of **Lessor** shall be implied in addition to the obligations herein expressed.

33. **LIMITATION OF LIABILITY:**

- A. In no event shall the **Lessor**, the **Lessor's** employees, elected officials, appointed officials, or agents be liable under this Agreement to **Lessee** or any third party for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages or lost profits or revenues, or diminution in value, arising out of, relating to, or in connection with any breach of this Agreement, regardless of (a) whether such damages were foreseeable (b) whether or not the **Lessor** was advised of the possibility of such damages and (c) the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.

The remainder of this page is intentionally left blank

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

APPROVED AS TO FORM:

Wallace Tremel

ATTEST:

Fleur Tremel
City Clerk

LESSOR:

CITY OF CASPER, WYOMING
A Municipal Corporation

Ray Pacheco
Mayor

LESSEE:

HA Baseball LLC/D.B.A. Casper Horseheads
PO Box 2505
Casper, WY 82602

Phone: 6236335567

E-mail: chuck@casperhorseheads.com

WITNESS:

By: _____

DocuSigned by:
Chuck Heeman
E26B5C0EC96645B...

By: Chuck Heeman

Title: Owner

EXHIBIT "A"**LEGAL DESCRIPTION**

A Parcel located in and being a portion of the E ½ NW ¼, Section 4, Township 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming and more particularly described by metes and bounds as follows:

Commencing at the Northwest corner of Lot 53 of the C K T Addition and being the Point of Beginning; thence from the Point of Beginning N. 31°55'52" W. a distance of 22.028' to a point; thence S. 66°52'57" W. a distance of 48.562' to a point; thence N. 31°33'57" W. a distance of 83.000' to a point; thence N. 16°8'52" W. a distance of 104.000' to a point; thence N. 3°24'42" W. a distance of 140.000' to a point; thence N. 9°58'11" E. a distance of 180.000' to a point; thence N. 10°44'23" E. a distance of 68.000' to a point; thence N. 40°24'22" E. a distance of 17.000' to a point; thence N. 88°49'31" E. a distance of 31.000' to a point; thence S. 48°27'51" E. a distance of 15.000' to a point; thence S. 88°18'55" E. a distance of 9.000' to a point; thence S. 5°9'1" W. a distance of 49.717' to a point; thence S. 80°47'20" E. a distance of 19.523' to a point; thence S. 6°19'9" W. a distance of 156.157' to a point; thence S. 3°41'29" E. a distance of 64.718' to a point; thence S. 38°39'33" E. a distance of 6.670' to a point; thence S. 2°39'15" E. a distance of 78.730' to a point; thence S. 45°33'21" E. a distance of 37.935' to a point; thence N. 86°41'31" E. a distance of 90.255' to a point; thence N. 86°31'0" E. a distance of 60.007' to a point; thence N. 77°28'16" E. a distance of 117.717' to a point; thence S. 12°56'13" E. a distance of 31.704' to the point of a non-tangent curve; thence continuing along the arc of non-tangent curve to the right having a radius 37.92', and through a central angle of 50°23'24", southwesterly, 33.347', and the chord of which bears S. 10°13'19" W. a distance of 32.283' to a point; thence S. 38°13'22" W. a distance of 63.976' to a point; thence S. 43°58'4" W. a distance of 81.773' to a point; thence S. 47°14'45" E. a distance of 18.797' to a point; thence S. 66°53'45" W. a distance of 66.670' to a point; thence N. 30°3'2" W. a distance of 65.766' to a point; thence S. 59°53'20" W. a distance of 110.064' to the Point of Beginning.

The above described parcel contains 2.13 acres, more or less.

EXHIBIT "A" (Map)



EXHIBIT "B"

City of Casper
 Parks and Recreation Department
 Mike Lansing Stadium

Rates and Fees

City of Casper	2022
	Rates and Fees

Concessions

Seasonal - Mike Lansing	Per Month		\$200.00
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Lessee shall also pay the Lessor a fee of 5% of gross receipts from all sales which shall be due and payable to the Lessor on or before the 15th day of each month of this lease.

Cleaning Fee

Per staff member, and supplies	Per Hour		\$25.00
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Facility (building) lease will require the Lessee to pay for all utilities expenses. This includes Water, Sewer, Gas and Electricity.

RESOLUTION NO. 22-92

A RESOLUTION AUTHORIZING A LEASE AGREEMENT WITH HA BASEBALL LLC, DBA. CASPER HORSEHEADS FOR USE OF THE MIKE LANSING CONCESSIONS STAND.

WHEREAS, the City is the owner of the Mike Lansing Concessions Stand; and,


WHEREAS, HA Baseball LLC, DBA. Casper Horseheads provides concessions sales and the sale of malt beverages, and desires to utilize City-owned facilities for said services; and,

WHEREAS, the City of Casper and the HA Baseball LLC, DBA. Casper Horseheads have agreed to the terms and conditions of the Lease Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, the Lease Agreement between the City of Casper and HA Baseball LLC, DBA. Casper Horseheads for the use of the Mike Lansing Stadium concessions stand, bleachers, seating platforms, restrooms and egress pathways to seating areas.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2022.

APPROVED AS TO FORM:



ATTEST:

Fleur Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Ray Pacheco
Mayor

May 24, 2022

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Jolene Martinez, Assistant to the City Manager
SUBJECT: Accepting Donations to Restore and Revitalize “The Fountainhead,” a Robert Russin Sculpture, and Executing a Fiscal Agent Agreement with Wyoming Community Foundation

Meeting Type & Date

Regular Council Meeting
June 7, 2022

Action type

Resolution

Recommendation

That Council, by resolution, authorize the acceptance of donations to restore and revitalize “The Fountainhead,” a Robert Russin sculpture, and authorize a Fiscal Agent Agreement with Wyoming Community Foundation to accept donations

Summary

“The Fountainhead,” an iconic public artwork for Casper was commissioned in 1981 for installation at City Hall. It was paid for in part by various local citizens and institutions, as well as the City of Casper. The work was created by Robert Russin, a noted artist from the region and former professor at the University of Wyoming. The metal sculpture is surrounded by and integrated with a fountain that spreads water over the outstretched arms of three figures. Unfortunately, the water from the fountain has deteriorated the steel sculpture and weakened various weld points. The fountain has also become a safety, health, and economic burden for the City. At its work session on May 17, 2022, Council approved the decommissioning and demolition of the fountain given its state of disrepair and associated costs to both rebuild and maintain the water feature.

City staff, in coordination with the City’s consultant, is seeking authorization to solicit donations and grants for the restoration and revitalization of the sculpture. Because some grantors and donors require an organization with a 501(c)3 designation, a fiscal agent agreement with Wyoming Community Foundation is recommended. As part of the plan to restore and revitalize “The Fountainhead,” a public process to engage citizens in the restoration and revitalization of the sculpture will be used.

Financial Considerations

The cost to establish a Fiscal Agent Agreement with Wyoming Community Foundation is \$500, which will be covered by a generous donation from the Ruble Family. Once the fiscal agent agreement has been approved, donations for the restoration and revitalization of “The Fountainhead” can be accepted.

Oversight/Project Responsibility

Jolene Martinez, Assistant to the City Manager

Attachments

Resolution

Fiscal Agent Agreement



Application for Fiscal Sponsorship
FOR COMMUNITY GROUPS, NON-PROFITS, AGENCIES & MUNICIPALITIES

The Wyoming Community Foundation (Foundation) may provide fiscal sponsorship for charitable projects that further the Foundation's purposes. Sponsorship services include providing non-profit status to a project (thus making contributions tax-deductible), receipting and managing donations, and the authorization and payment of grants and expenses from the fund created for the project. Sponsorship services do not include extensive administrative, fundraising, or financial support.

What is fiscal sponsorship?

- A short-term relationship allowing a government agency, non-profit, community group, or other entity to act as part of a tax-exempt 501(c)(3) non-profit organization.
- The *sponsor* (Foundation) receives donations for those charitable purposes further restricted for *the sponsee's* project. The Foundation uses its discretion, control, and judgment to spend funds directly supporting the project or by re-granting funds to the project.
- The sponsee benefits from the Foundation's credibility, IRS exemption, financial administration, and other services.
- The Foundation benefits because the purpose of the sponsored project helps further its charitable goals in Wyoming.

ACKNOWLEDGEMENT:

While serving as your fiscal sponsor, Wyoming Community Foundation must ensure that your project's outcomes are charitable. By completing this application, you agree that your objectives are charitable to the best of your understanding. Further, you agree to provide the Foundation with written notification of organizational meetings and respond in writing to periodic questions from the Foundation regarding your project's activities.

Organization: City of Casper (Dated) 3/28/2022

Signature: _____

Name: Carter Napier

Position: Casper City Manager

Application for Fiscal Sponsorship

Contact Information

Individual submitting request: Ann Ruble on behalf of Carter Napier
Mailing Address: 200 N. David Street, Casper 82601
Phone: 307-235-8400
Primary Contact Name: _____
Position within the org/group: Contract Project Manager
EIN or Tax ID: 484-98-5237

Required Attachments

- Please submit a cover letter describing your project and how it benefits Wyoming and/or your community.
- Please submit your anticipated annual budget.
- Please submit a list of your board and or committee members.

Additionally, answer the following questions:

1. What type of entity/group is this and what is its charitable purpose?

The City of Casper is the group facilitating the project. As a municipality, improving the community in a variety of ways is one of its main goals.

The City of Casper, as part of a larger renovation project on Casper City would like to relocate, repair, repaint/resurface a statue to be the primary art installation in front of Casper City Hall. This project will engage Casper College, the City and private donors and have a permanent and impressive impact on not only the refurbished City building, but the community at large.

2. For what period of time is WYCF being asked to serve as fiscal sponsor; how long do you expect the project to last? 9-14 months

Please include a begin date and end date. 04/20/2022 – 6/30/2023

**The WYCF does not typically serve as a fiscal sponsor for any organization beyond 3 years.*

3. Do you have liability insurance? Yes No
- If yes, please attach a copy of the policy.
4. Is your organization already operating, and do you have an income statement? Yes No
- If yes, please attach a copy of the most recent fiscal year-end income statement (Profit and Loss)
5. Do you have a written plan of activity and fundraising for your program? Yes No

- If yes above, please attach a copy.
 - i) Will you hold any events? Yes No
 - ii) If yes, are you going to serve alcoholic beverages? Yes No
- If you do not have a fundraising plan, please explain how you intend to raise money for this project.

6. How much money do you anticipate being directed to this fund within the first twelve months after the first deposit has been made? \$ 80,000
7. Please estimate the total revenues anticipated over the life of the sponsorship or the next three years. \$ 0
8. When do you expect the first deposit to be made? (month and year): July 2022
9. What is your estimate of the number of separate donations the Foundation might need to process quarterly? 10-12 (20-30 total)
10. What is your estimate of the number of separate checks for expenses the Foundation might need to process quarterly? 5-10
11. Who will submit invoices and reimbursements requests to the Foundation for payment, and why does this person or group of people have this authority? Ann Ruble on behalf of the city of Casper
12. If you need (or may need) services from the Foundation beyond accepting, managing, and disbursing funds, please tell us what those services are: N/A
13. If the Foundation does not serve as the fiscal sponsor for this effort, what other non-profit, governmental, or religious organization(s) are possible sponsors? N/A

Special Project Fund Administrative Fees

The Foundation shall administer Special Project Restricted Funds by approval of the Board of Directors or its President only.

After reviewing this application, you will be notified of approval or decline. Unfortunately, the Foundation can only accept a limited number of fiscal sponsorships each year. Therefore, your application may be declined simply because the Foundation cannot manage your request at this time.

If approved, an authorized signer on behalf of your organization will be asked to review and sign a Fiscal Sponsorship Agreement Form. Additionally, a Foundation staff member will work with you to create a Special Project Fund Administration and Processes Agreement, which will outline our mutually agreed upon responsibilities and the negotiated fees associated with sponsorship.

Basic Special Project Fund Administration, Fees, and Processes include:

- Gift processing – Acknowledgment in writing of gifts per IRS requirements, tracking all historical purposes and banking transactions.
- Issuance of a quarterly fund statement - a beginning balance, all additional gifts, disbursements, fees, and ending balance.
- Administrative fees shall be negotiated with each sponsored group and shall range between 2% and 5% of funds collected. Fees may be charged quarterly, annually, or on a per-transaction basis.
- Unusual charges, including Stop Payment, Returned Checks, Certified Checks, and Wires – shall be added to the Administrative Fee.
- Additional services, including processing gifts of real estate, illiquid marketable securities, and closely held stock; grant application review and management; contracting with consultants, interns, or other staff – shall require payment of additional Administrative Fee to be determined by the Foundation depending on the circumstances.

Direct Project Sponsorship fees are specified and discussed before creating the detailed *Special Project Fund Administration, Fees, and Processes Agreement*.

Authorized Signer for City of Casper

5/5/2022

Dated



CERTIFICATE OF LIABILITY COVERAGE

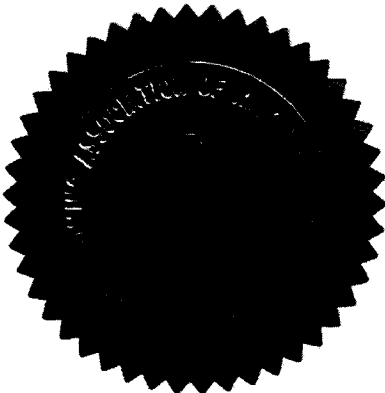
The Wyoming Association of Risk Management (WARM), a joint-powers liability pool, provides comprehensive general liability and automobile liability coverage to the City of Casper, Wyoming, subject to the following limitations:

- \$250,000 per claimant as listed in W.S. 1-39-118.
- \$500,000 per occurrence as listed in W.S. 1-39-118.
- \$16,000,000 per claim for claims brought solely under Federal Law as provided in W.S. 1-39-118(b)(ii).
- \$16,000,000 per claim for all other claims not brought under the Wyoming Governmental Claims Act.
- The City of Casper and WARM preserve all immunities under Wyoming law.
- The terms and conditions of the WARM coverage document also restrict coverage.
- The coverage period is July 1, 2021 through July 1, 2022.

Certified:

A handwritten signature in black ink, appearing to read "Joseph Constantino", written over a horizontal line.

Joseph Constantino
Executive Director





Fiscal Sponsorship Agreement

FOR COMMUNITY GROUPS, NON-PROFITS, AGENCIES & MUNICIPALITIES

Wyoming Community Foundation (Foundation) COO, Samin D. Dadelahi, has reviewed and approved the application for fiscal sponsorship submitted by City of Casper on May 5, 2022. The project described in the application attached to this Agreement will further the Foundation's tax-exempt purposes. Therefore, the Foundation has created a restricted fund designated for such project and has decided to grant all amounts that it may deposit to that fund, less any administrative charge as set forth below, to the Russin Restoration Project (Project), subject to the following terms and conditions:

1. Project shall use funds solely for the work described in the accompanying **application** and exclusively for expenses listed in the approved **project budget**. Project shall repay the Foundation any portion of the amount granted that is not used for the described charitable work. Any changes in the purposes for which grant funds are spent must be approved in writing by the Foundation before implementation. If Project breaches this Agreement or the Project's conduct in carrying out the scope of work jeopardizes the Foundation's legal or tax status, the Foundation may withhold, withdraw, or demand the immediate return of grant funds. Any tangible or intangible property, including copyrights, obtained or created by the Project as part of this work shall remain the Project's property.
2. Project may solicit gifts, contributions, and grants to the Foundation earmarked for the Foundation's restricted fund for this work. Project's choice of funding sources and the text of Project's fundraising and marketing materials are subject to the Foundation's prior written approval. The Foundation shall execute all grant agreements, pledges, or other commitments with funding sources to support this project via the Foundation's restricted fund. Project shall bear the cost of any reports or other compliance measures required by such funding sources.
3. Project agrees to abide by the Foundation's confidentiality policy insofar as it relates to donors from whom they have solicited gifts and contributions. Project may have access to this information but shall not release donor and gift information to third parties or allow third parties to copy, inspect, or otherwise use foundation records or other data identifying a donor or donor's gifts. No disclosures to third parties of such information, including addresses and demographic data, shall be made without the donor's consent.
4. The Foundation will assess administrative and investment management fees against this Fund per the Foundation's published fee schedule, as amended from time to time. The Foundation may also assess unusual expenses to the restricted fund incurred in connection with the Fund's administration.
5. Nothing in this Agreement shall constitute the naming of Project as an agent or legal representative of the Foundation for any purpose whatsoever except as to the extent set forth herein. This Agreement shall not be deemed to create any relationship of agency, partnership, or

joint venture between the parties hereto, and Project shall make no such representation to anyone.

6. Project shall submit a complete report to the Foundation annually. The initial report shall be submitted by Project no later than December 1, 2022 and subsequent reports, if any, shall be due on the anniversary date of the initial report. The report shall describe the charitable programs conducted by Project, the expenditures made with grant funds, and Project's compliance with grant terms.
7. This grant is not to be used in any attempt to influence legislation within the meaning of the Internal Revenue Code (IRC) Section 501(c)(3). No agreement, oral or written, to that effect has been made between the Foundation and Project.
8. Project shall not use any portion of the funds granted to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, nor to take any other action inconsistent with IRC Section 501(c)(3).
9. Project shall notify the Foundation immediately of any change in (a) Project's legal or tax status, and (b) Project's executive or key staff responsible for achieving the scope of work.
10. Notwithstanding anything herein to the contrary, the Fund shall always be held and administered following the provisions of the Articles of Incorporation and by-laws of the Foundation. Project acknowledges that under the provisions of the Articles and applicable tax regulations, the Board of Directors of the Foundation shall have exclusive legal control over the contributed assets and the power and the duty to modify any restriction or condition on the distribution of funds for any specified charitable purposes or to specified organizations if in the sole judgment of the board (without the approval of any trustee, custodian or agent), such restriction or condition becomes, in effect, unnecessary, incapable of fulfillment or inconsistent with the charitable needs of the community or area served.
11. Project shall allow the Foundation to review and approve the content of any proposed publicity concerning the sponsored project before its release and recognize the Foundation in all publicity materials related to the scope of work.
12. Project shall allow the Foundation to include information about this work in the Foundation's periodic public reports, newsletter, news releases, social media postings, and on the Foundation's website. This includes photographs provided to the Foundation, any logo or trademark belonging to the Project, and other information and materials about the work.
13. Project hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Foundation, its officers, directors, trustees, employees, and agents, from and against all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly or partially arising from or in connection with any act or omission of Project its employees or agents, in applying for or accepting funds, in expending funds and or in carrying out the work described in the application.
14. This Agreement shall be governed by and construed following the laws of the State of Wyoming applicable to agreements made and to be performed entirely within such State.

15. This Agreement shall supersede any prior oral or written understandings or communications between the parties and constitute the parties' entire agreement with the subject matter hereof. This Agreement may not be amended or modified except in writing and signed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this Grant Agreement effective on the _____ day of _____, 20__.

Signature: _____, Wyoming Community Foundation

Name and title: Samin Dadelahi _____ Dated:

Signature: _____, City of Casper

Name and title: _____ Dated:



Russin Restoration Project

Administrative and Processes Schedule

Purpose

Wyoming Community Foundation (WYCF) will support the work of the City of Casper (Sponsee) to relocate, refurbish and restore the Robert Russin statue in front of City Hall.

Gift Processing

Donors (Individuals, Foundations, and Corporations) may submit checks to the WYCF to support this program. WYCF is a 501 (c)(3) public charity. The WYCF believes that this project serves the public and is a charitable activity. Donors to this project may claim a deduction of up to 50% of adjusted gross income. Gift acknowledgment letters will be provided to donors through the WYCF.

Checks may be made out as follows: Russin Restoration Project

Credit Card Transactions

Donors to *Russin Restoration Project* may make an online donation to this project through the "donate now" button on WYCF's website. Donors must use the drop-down menu and write in the fund name.

The Sponsee understands that large credit card transactions may incur an additional processing fee based on the donation amount. This fee is charged to the WYCF by the credit card processing company and is separate from the administrative fee charged by the WYCF. Sponsee agrees that the *Russin Restoration Project* shall be assessed such additional processing fees.

A large credit card donation is defined as a single donation equal to or above \$500. The fee assessed for such credit card donations shall not exceed 5% of the donation amount and depends on the actual processing fees charged to the foundation.

Access to Donor Lists

WYCF track's all donations made for the Sponsee project through WYCF database. The information will be made available to you on quarterly fund statements or as otherwise requested (gift reports). The Sponsee agrees to abide by WYCF confidentiality policy regarding donor information. This policy is available upon request.

Unusual Bank Charges

Additional administrative fees shall be charged for unusual bank charges, including but not limited to Stop Payment, Returned Checks, Certified Checks, and Wires.

Additional Services Requested

WYCF can assist with complicated gifts, including but not limited to processing gifts of real estate, illiquid marketable securities, or closely-held stock, or acting as the fiscal sponsor on grants received or contracts on behalf of the organization. Depending on the nature and complexity of the transaction, additional fees may apply.

Grant Applications

The Sponsee may pursue grants from corporations, foundations, and federal/state government. Any grant application submitted in the Wyoming Community Foundation's name for this project must be reviewed by WYCF staff before submission. Please allow time for staff review. The sponsored group is not a legal representative of the WYCF and is not authorized to sign any contractual documents on behalf of the WYCF. Grant agreements must be signed by authorized staff at WYCF.

Payments to Vendors

The Sponsee is responsible for collecting vendor information, invoices, and receipts and submitting them twice a month via email to *Sarah Chapman (sarah@wycf.org)* or via mail to Helga Benjamin, Executive Assistant, 1472 N. 5th St. Suite 201 Laramie WY 82072.

Reporting

Fund statements are issued 45 days after quarter close. WYCF staff will try to make trial balance reports and gift reports available for board meetings or other needs. Please allow sufficient time for WYCF to accommodate these requests. Fund balances may be requested at any time, but please note that there is a lag between gift deposits and reconciliation in the database.

Administrative Fees

The WYCF charges an administrative fee determined by the estimated staff time and # of staff required for the project, e.g., number of gifts processed, payments to vendors, grant applications, contracts, and other special services. Fees are typically charged as a percentage of gift income, although other methods of fee assessment are also considered.

WYCF has reviewed the scope of work as presented by Ann Ruble on behalf of the Sponsee and has assessed fees as follows: ___\$500.00/year

Term of Fiscal Sponsorship

Sponsorship agreement shall remain in effect under these processes and fees from April 20, 2022, through June 30, 2023. Please note that the WYCF does not allow fiscal sponsorships to exceed three years from the date of the Agreement.

Termination

Either party may terminate this Agreement upon written notice for any cause, or no cause, upon thirty (30) days written notice of the Sponsored group or the WYCF.

Dated this day of , 2022.

By: _____
AUTHORIZED REPRESENTATIVE
ORG NAME

By _____
Samin Dadelahi, Chief Operating Officer
Wyoming Community Foundation

RESOLUTION 22-93

A RESOLUTION AUTHORIZING ACCEPTANCE OF DONATIONS AND GRANTS TO RESTORE AND REVITALIZE "THE FOUNTAINHEAD," A ROBERT RUSSIN SCULPTURE AND AUTHORIZING EXECUTION OF A WYOMING COMMUNITY FOUNDATION FISCAL AGENT AGREEMENT

WHEREAS, "The Fountainhead" is an iconic public artwork commissioned in 1981 for installation at City Hall; and,

WHEREAS, the original cost of this Robert Russin sculpture was paid for in part by various local citizens and institutions as well as the city of Casper; and,

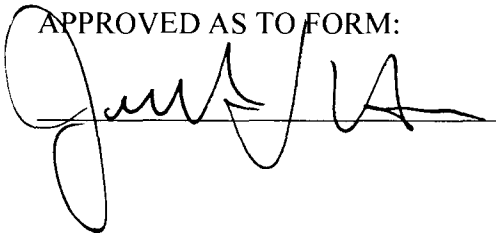
WHEREAS, the water from the integrated fountain has deteriorated the metal sculpture and some weld points and the City is desirous of seeking donations to restore and revitalize "The Fountainhead;" and,

WHEREAS, some donors and grantors require an organization with a 501(c)3 designation, and Wyoming Community Foundation, a 501(c)3 organization, can act as the City of Casper fiscal agent.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, the attached Fiscal Agent Agreement with Wyoming Community Foundation.

PASSED, APPROVED, AND ADOPTED this 7th day of June, 2022.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Ray Pacheco
Mayor

May 26, 2022

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

FROM: Zulima Lopez, Parks, Recreation, & Public Facilities Director
Randy Norvelle, Parks Manager

SUBJECT: Authorizing a Lease Agreement with the Casper Skeet Club for the lease and operation of the Casper Skeet Facility.

Meeting Type & Date

Regular Council Meeting
June 7, 2022

Action type

Resolution

Recommendation

That Council, by resolution, authorize a Lease Agreement between the City of Casper and the Casper Skeet Club for the lease and operation of the Casper Skeet Facility.

Summary

The Parks, Recreation, and Public Facilities Department requests approval for a new lease agreement with the Casper Skeet Club for the continued use of the Casper Skeet Facility. Since its opening, the Casper Skeet Club has maintained and operated the Casper Skeet Facility. They offer public skeet, trap, and sport clay shooting as well as host state and regional competitive shooting events.

Changes from the previous lease are outlined below:

- The Casper Skeet Club paid the City \$800 annually with the previous lease. The City is establishing a more objective formula for the calculation of leased property based on the Natrona County Assessor's Tax Assessment of buildings and land. The current land assessment is valued at \$15.38/acre, and the Casper Skeet Club leases 97.5 acres. This values the property lease at \$1,500 annually.
- The Casper Skeet Club will be responsible for all utilities. Though this requirement has been written into their lease agreements since 2013, the Club has not fulfilled this obligation to date. They will now be required to transfer the utilities into their name and provide payment for the utilities they consume at the facility. This is consistent with other current leases as City-owned parks and recreation facilities.
- Currently, the City of Casper mows the grounds of the Skeet facility at no charge. This is a significant resource drain, and inconsistent with other leases, as we do not provide free mowing to similar leased facilities. Moving forward, the Casper Skeet Club will be responsible for yard maintenance, including mowing. The grounds are irrigated with raw well water, so there is no cost for irrigation. The Skeet Club may choose to mow the

grounds themselves, contract with a mowing service of their choice, or request mowing services from the City, at a charge of \$152 per mowing. For the 2022 season only, the City of Casper will mow no more than six (6) times, or approximately once per month, prior to the Club's large annual shooting events, at no cost.

- The City will be entitled to 5% of the agreed-upon advertising fee per sign or banner. This is consistent with other current leases at City-owned parks and recreation facilities.
- The Casper Skeet Club will be responsible for normal facility upkeep and minor repairs totaling \$750 or less. The City of Casper will be responsible for repairs totaling over \$750. This is consistent with other current leases at City-owned parks and recreation facilities.

Financial Considerations

Staff proposes an annual lease fee of \$800 for the first year of the lease and \$1,150 for the second year of the lease, in order to provide the Skeet Club with enough time to adjust member rates and assessments to cover the increased lease fee, utility, and maintenance costs. The full lease fee will be applied for subsequent lease renewals, based on the County Assessor property assessment.

Oversight/Project Responsibility

Randy Norvelle, Parks Manager

Attachments

Resolution

Lease Agreement



LEASE AGREEMENT

THIS LEASE AGREEMENT, hereafter "Lease" or "Agreement", entered into this ____ day of May 2022, between the City of Casper, Wyoming, a municipal corporation, hereinafter referred to as "City" or "**Lessor**," and Casper Skeet Club, a Wyoming Corporation or a 501(c)(4) Non-Profit Corporation hereinafter referred to as "**Lessee**." This Agreement supersedes and replaces any previous agreements between the parties.

IN CONSIDERATION of the Lease, covenants, and conditions herein set forth, the **Lessor** and **Lessee** hereby covenant, promise, and agree as follows:

RECITALS:

- A. The City owns and operates the Casper Skeet Club, located at 700 JC's Way, Casper, Wyoming, 82601; and,
- B. **Lessee** desires to enter into a nonexclusive lease of the Casper Skeet Club and to reach other accommodations with the City, and the City is willing to enter into a nonexclusive lease with the Casper Skeet Club and to define associated obligations of the parties as set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants contained herein, it is agreed:

1. PREMISES:

- A. **Lessor** hereby agrees to lease to **Lessee**, and **Lessee** hereby agrees to lease from **Lessor**, for the term hereinafter provided, and any extensions thereafter, and upon the terms and conditions set forth in this Agreement, the property described as Casper Skeet Club, hereinafter referred to as the "premises." It is more specifically described with the attached metes and bounds legal description (Attachment A), and aerial map of the premises (Attachment B), both of which are made part of this Agreement.
- B. The "facility" is leased to **Lessee** in an AS IS CONDITION, WITHOUT WARRANTY, EXPRESSED OR IMPLIED. By signing this Agreement, **Lessee** agrees it has inspected the premises and accepts the premises in its present condition.

2. PURPOSE:

- A. The demised premises are leased to **Lessee** for the purpose of conducting skeet, trap, and sport clay shooting activities. Such sport shooting activities shall be conducted in a safe manner and shall conform to all federal, state, and municipal laws, and all regulations relating to the possession, use, or maintenance of the premises.

3. TERM:

- A. The primary term of this Agreement shall be one (1) year ("Primary Term"), upon the first day of the month as indicated in the exercise of the option ("Commencement Date"). The Agreement may be extended for two (2) additional one (1) year extension terms ("Extension Term") as described in this section below.

- B. The Extension Terms of this Agreement will be subject to the same terms and conditions herein set forth, by giving the **Lessor** sixty (60) days written notice of its intent to exercise each option prior to the end of the Lease term or any extension thereof. The request for Lease renewal shall be accompanied by the **Lessee's** annual report.
- C. The Lease shall not be renewed until such time that all requested documentation has been submitted. **Lessor** shall have the right, within thirty (30) days after receiving the notice from **Lessee**, to give **Lessee** written notice that the **Lessor** rejects such renewal and in such event, this Lease shall terminate at the end of the Lease term, or any renewal thereof, in which such notice was given.

4. **FEES:**

- A. **Lessee** shall pay to the **Lessor** as rent for the leased premises, the sum of Eight Hundred Dollars (\$800.00) for the first year from April 1, 2022, through March 31, 2023. The annual fee will increase to a sum of Eleven Hundred Fifty Dollars (1,150.00) the second year from April 1, 2023, through March 31, 2024, then again increase to the sum of One Thousand Five Hundred Dollars (1,500.00) the third year from April 1, 2024, through March 31, 2025. The third year fees are based on the Natrona County Assessor's Tax Assessment for Rangeland Land Resource Area 3-4. The established fee for 2025 is One Thousand Five Hundred Dollars (\$1500.00) based on the current assessment.

5. **ASSIGNMENT/SUBLEASING:**

- A. **Lessee** may not assign, sell, or transfer this Agreement in whole or part and may not sublet all or otherwise assign all or any part of the leased premises without the prior written consent of the **Lessor**. **Lessee** shall not allow another group or entity to use/share the rental space without written consent of the **Lessor**.

6. **INVENTORY:**

- A. Within thirty (30) days of the execution of this Agreement by all parties hereto, and on or before May 1 of each term of this Agreement, the **Lessor** and the **Lessee** shall jointly prepare and maintain an updated annual inventory of equipment and fixtures (which shall be signed off by both parties), separately listing those items, number of items, and approximate value(s) of items belonging to the **Lessor** and those belonging to the **Lessee** on the leased premises. **Lessee** shall not remove any **Lessor**-owned equipment from the facilities without express written permission from the Parks, Recreation, & Public Facilities Director or the Director's designee.

7. **TAXES AND ASSESSMENTS:**

- A. **Lessee** agrees to pay to the Natrona County Treasurer, on behalf of the **Lessor**, any and all taxes and assessments which may be assessed against the property, upon reasonable notice by the **Lessor**, as to the amounts due and owing as a result of **Lessee's** performance and activities under this Agreement.

8. NON-DISCRIMINATION:

- A. The **Lessee** agrees that neither it nor its subcontractors will discriminate against any employee or applicant for employment to be employed in the performance of this Lease, with respect to his or her hire, tenure, terms, conditions, or privileges of employment because of his or her race, color, creed, religion, national origin, age, sex, or ancestry.

9. SCHEDULING:

- A. **Lessee** shall be responsible for the scheduling of the Casper Skeet Club for all sport shooting related activities. **Lessor** may schedule any non-shooting activities based on the availability of the facility. **Lessee** shall provide the **Lessor** with a master schedule of all sport shooting activities at the premises and annual extension(s) within (14) of days of the execution of this Agreement.
- B. For any special events or tournaments that deviate from the master schedule, the **Lessee** must notify the **Lessor** of such changes at least fourteen (14) days in advance.

10. LAWS AND REGULATIONS:

- A. **Lessee** shall be solely responsible for compliance with all laws, orders, and regulations of federal, state, and municipal authorities and with any direction of any public officer, pursuant to law, which shall impose any duty upon **Lessee** with respect to the real property and fixed assets. **Lessee** shall obtain all licenses or permits which may be required for the conduct of its business within the terms of this Agreement, or for the making of repairs, additions, alterations, or improvements.

11. INSURANCE, INDEMNIFICATION, AND IMMUNITY:

- A. **Lessee** shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the **Lessee's** operation and use of the leased premises. The cost of such insurance shall be borne by the **Lessee**.
- 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. The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage.
2. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.

- C. *Property insurance* against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.
- D. *Higher Limits*: If the **Lessee** maintains higher limits than required under this Agreement, then the City shall be entitled to coverage for the higher limits maintained by the **Lessee**. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- E. *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, officials, employees, 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 **Lessee** including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the **Lessee's** insurance at least as broad as ISO Form CG 20 10.
2. *Primary Coverage*:
For any claims related to this contract, the **Lessee's** insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Casper, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the **Lessee's** insurance and shall not contribute with it.
3. *Notice of Cancellation*:
Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.
4. *Waiver of Subrogation*:
Lessee hereby grants to the City a waiver of any right to subrogation which any insurer of said **Lessee** may acquire against the City by virtue of the payment of any loss under such insurance. **Lessee** agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
5. *Acceptability of Insurers*:
Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City of Casper.
6. *Self-Insured Retentions*:
Self-insured retentions must be declared to and approved by the City. At the option of the City, either: the **Lessee** shall obtain coverage to reduce or eliminate such self-insured retentions as respects the City of Casper, its officers, officials, employees, and volunteers; or the **Lessee** shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the

self-insured retention may be satisfied by either the named insured or City.

7. *Claims Made Policies*

If any of the required policies provide coverage on a claims-made basis:

- a. The Retroactive Date must be shown and must be before the date of the Contract or the beginning of Contract work.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work*. However, Consultant's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

Lessee shall furnish the **Lessor** with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. All certificates and endorsements are to be received and approved by the **Lessor** before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the **Lessee's** obligation to provide them. The **Lessor** reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

9. *Special Risks or Circumstances*

Lessor reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

10. *Subcontractors*

Lessee shall require and verify that all Subcontractors maintain insurance meeting all the requirements stated herein, and Lessee shall ensure that the Lessor is an additional insured on insurance required from Subcontractors.

F. *Indemnification:*

Lessee agrees to indemnify the **Lessor**, the **Lessor's** employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence, fault or willful and wanton conduct of the **Lessee** and/or any subcontractor thereof.

12. USE OPERATIONS PLAN:

- A. The **Lessee**, prior to the execution of this Agreement, shall submit a Use Operations Plan to the Parks, Recreation, & Public Facilities Director or the Director's designee. The plan shall specify months, days, and hours of operation for those months, the responsible organizational

contact(s) and the contact's telephone number(s), during which the subject property shall be available to the public for related property use activities. The plan shall pertain to the time period of the Lease. In the event the Parks, Recreation, & Public Facilities Director or its designee does not disapprove of the plan within thirty (30) days from the date of its submission, it shall be considered approved.

13. ADVERTISING:

- A. **Lessee** shall have the right to procure and to install, affix, maintain, and replace appropriate signs displaying advertising matter at the facility and/or on the property. All advertising shall be subject to the City's right to accept or reject the same, including the right to accept or reject sponsors and advertising content, to ensure that any advertising placed at the facility and/or on the property is appropriate in connection with the intended use of the property and its related facilities. **Lessee** shall not, in procuring, installing, displaying, or replacing any advertising material, violate any person's right to privacy or infringe upon trademarks, trade names, copyrights, or proprietary rights of any person. Advertisement(s) cannot be pre-sold beyond the time periods or terms of the Agreement. It is understood that any approval by the City of advertising material shall not constitute a waiver of **Lessee** obligations concerning such violations or infringement. **Lessee** agrees to indemnify and hold the City harmless with respect to all claims without cost to the City.
- B. The **Lessor** will be entitled to 5% of the agreed upon advertising fee per sign/banner. **Lessee** will be responsible for the full payment of 5% of the advertising fee in the agreement term. In the event of **Lessee's** failure to pay **Lessor** within seven (7) days of the end of this Agreement, the **Lessee's** lease shall be considered a default by the **Lessee** of the terms and conditions of this Agreement. The terms of the advertising fee agreement, fee structure and term limit will be approved by the Parks, Recreation, & Public Facilities Director or its designee.
- C. The parties agree that all advertising placed at the facility and/or on the property is owned by the **Lessee** and shall remain the property of **Lessee**, and shall be subject to removal by **Lessee** at any time.

14. RIGHT TO ENTRY:

- A. The **Lessor** reserves the right to enter the leased property for the purposes of maintenance, public safety, and other general inspections. **Lessee** will be notified 24 hours in advance of any non-routine, non-emergency inspections, and may accompany **Lessor's** representative during such inspections. All installed door locks on the premises will remain consistent with the City's master lock systems.

15. MAINTENANCE:

- A. **Lessee** shall, during the term of this Agreement, keep the leased premises in good order and repair commensurate with the operation of the **Lessee's** intended use of those premises and facilities, and as necessary to adequately protect spectators, guests, invitees, and participants, and shall at its sole cost and expense, make any repairs necessary to the leased premises for these purposes. The **Lessee** must receive consent of the **Lessor** prior to the scheduled repairs. **Lessor** shall, during the term of this Agreement, provide services commensurate with the

Lease fee identified in this Agreement. Those services are related to normal facility upkeep including, plumbing, electrical and mechanical repairs to existing equipment that exceed Seven Hundred Fifty Dollars (\$750.00) per repair. The Lessee will be responsible for all repairs Seven Hundred Fifty Dollars (\$750.00) per repair or less and will maintain the leased premises as further described below. The Lessee is liable for all damages that occur to the facility during this Agreement.

- B. Lessee shall ensure that the facility is maintained so as to present as visually pleasing appearance as possible. Lessee shall be responsible for all yard maintenance, including watering, and the removal and proper disposal of all litter and debris resulting from the conduct of the operation. If Lessor maintains the mowing of the premises, the cost to Lessee would be One Hundred Fifty-Two (\$152.00) per mowing occurrence. Maintenance is currently done once a week and schedules shall be pre-determined. Lessor will provide to the Lessee up to six (6) mowings at no cost to the Lessee for 2022. Lessee will maintain the grounds between mowing schedules and be responsible for all maintenance.
- C. The Lessee shall make arrangements with the Lessor to perform two (2) formal walk-through inspections of the facility, one each to occur in the spring and fall. The spring and fall walk-through inspections will each have at least one representative of the Lessee and one representative of the Lessor in attendance. The representatives will review the physical conditions and cleanliness of the premises, including its grounds, buildings, fences, and parking areas. The spring walk-through will be conducted thirty (30) days before the first scheduled shooting event is to take place, and the fall walk-through will occur during the month of October. A report detailing any problems will be produced by the Lessor and delivered to the Lessee. The Lessee and the Lessor will develop a mutually agreed upon schedule for addressing any identified problems.
- D. Materials that are used periodically, on a temporary basis, for the conduct of the operation shall be neatly arranged and generally removed from the sight of the casual observer.

16. ADDITIONS, ALTERATIONS, AND IMPROVEMENTS:

- A. The Lessee, at its sole cost, risk, and expense, may construct temporary facilities and fixtures for its benefit and the benefit of participants and spectators. Such facilities and fixtures shall meet all applicable city, state, federal regulations and requirements, and such other requirements as may be prescribed by the Lessor.
- B. The plans and specifications for any additional temporary facilities and fixtures shall first be submitted to the City's authorized representative for approval in accordance with existing City codes, prior to the construction. At the time of submission, the Lessee shall designate whether the facility or fixture is temporary, and for what period of time it will remain in use. The Parks, Recreation, & Public Facilities Director or its designee shall, in addition, have authority to approve or disapprove of all additional facilities or fixtures placed upon the leased premises.
- C. Lessee may, upon termination of this Agreement, remove all facilities or fixtures which it constructed and which are of a temporary nature, but must restore property and/or premises to conditions as they were prior to installation of the removed improvements.

- D. The **Lessor** reserves the right to make such improvements to the property, facilities, or fixtures as it may desire, upon reasonable notice to **Lessee**, provided the improvements do not substantially conflict with the use of the premises described herein, as determined by the Parks, Recreation, & Public Facilities Director or its designee.

17. UTILITIES:

- A. **Lessee** shall, at its own cost and expense, provide all utilities and services provided upon the leased premises, including but not limited to electricity, water and the servicing of restrooms, and shall pay for all charges as and when due.

18. DEFAULT:

- A. In the event **Lessee** shall fail to make any payment called for within fifteen (15) days after the same shall fall due, then **Lessor** may terminate this Lease by giving **Lessee** written notice of such termination; or, in the event the **Lessee** fails to perform any other obligations called for herein on his part to be performed, and upon notice duly given of such deficiency by **Lessor**, and upon **Lessee's** failure to cure such deficiency within fifteen (15) days after such notice, then **Lessor** may, by written notice to **Lessee**, terminate this Agreement, effective upon proper delivery or mailing of said written termination notice by **Lessor**.
- B. Upon such termination, **Lessor** shall be entitled to possession of the leased premises and all permanent improvements therein made by **Lessee** without any further notice or demand, and **Lessee** shall peacefully surrender the leased premises and all other permanent improvements therein made by **Lessee**. If **Lessee** shall refuse to surrender and deliver upon the possession of the premises, then **Lessor** without further notice or demand, may re-enter the premises and repossess by force, summary proceedings, ejectment, or otherwise using such help, assistance, and force, in doing so that may be equal and proper without being liable for prosecution of damages therefore, and without prejudice to any remedy allowed by law or equity.

19. REIMBURSEMENT OF DEFAULT AND EVICTION ACTION EXPENSES:

- A. **Lessee** shall pay and indemnify **Lessor** against all legal costs and charges, including attorney's fees, in obtaining possession of the leased premises after a default of **Lessee** or after **Lessee's** default in surrendering possession upon the expiration or early termination of the term of this Agreement or enforcing any covenant of the **Lessee** herein contained. **Lessee** shall also be responsible for all costs required to either remove any temporary facility/fixture improvements or costs for **Lessor** to restore the property and premises to the original condition.

20. DESTRUCTION OF REAL PROPERTY OR FIXED ASSETS:

- A. If the real property or fixed assets should be destroyed totally by fire or other cause, the tenancy created hereby shall be thereafter terminated. Real property and fixed assets not totally destroyed by fire or other cause, regardless of the cause of damage, will be the responsibility of the **Lessee** to repair, rebuild, or reimburse the **Lessor** to an equal to or better than condition or fairly compensate the **Lessor** in monetary value, as existed prior to the destruction of such real property or fixed assets.

21. SURRENDER OF REAL PROPERTY AND FIXED ASSETS:

- A. Lessee shall, at the expiration of the lease term or any renewal thereof, or on termination thereof, surrender the leased premises free of subtenancies, liens, or other encumbrances, together with alterations and improvements which may have been made thereon, except for temporary facilities or fixtures put in at the expense of the Lessee or at the expense of any subtenants, subject, however, to the subsequent provisions hereof. All the property removable, pursuant to the provisions of this paragraph, shall be removed by the Lessee at the expiration of the lease term, or any extension thereof, and all property not so removed shall be deemed abandoned by Lessee, and becomes the Lessor's at its option.

22. OPERATIONS:

- A. Lessee shall have the right to solicit offerings and contributions from spectators and charge admission for Lessee-sponsored events. The details of its plan for same shall be submitted by the Lessee as part of the Annual Operations Plan and at such other times as may be convenient for the parties. All funds collected by the Lessee, by way of contributions or admission charges, shall be used solely for the purpose of promoting, maintaining, and continuing operations for the purposes of this Agreement including, but not limited to, defraying operating expenses, purchasing equipment, and improvement of the facilities. Lessee shall keep and maintain proper records reflecting all revenues and expenditures, and shall make an Annual Financial Report to the Lessor following the close of each year as part of the Annual Operations Plan.

23. NOTICE:

- A. Any notice by either party shall be in writing and shall be considered to be duly given if delivered personally or if mailed by certified mail, postage prepaid, addressed as follows:

City of Casper
Parks Division
1800 East K Street
Casper, Wyoming 82601

Caper Skeet Club
Attn: Robert Meyer
P.O. Box 50081
Casper, Wyoming 82605

24. WAIVER:

- A. No failure by Lessor to insist upon the strict performance of any terms or conditions of this Lease, or to exercise any right or remedy available on a breach thereof, and no acceptance of full or a partial rent during the continuance of any such breach shall constitute a waiver of any such breach or of any term or condition of this Agreement. No term or condition of this Lease required to be performed by Lessee, and no breach thereof, shall be waived, altered, or modified, except by a written instrument executed by Lessor. No waiver of any breach shall affect or alter any term or condition of this Lease, and such term or condition shall continue in full force and effect with respect to any other than existing or subsequent breach thereof.

25. ENVIRONMENTAL COMPLIANCE:

- A. Lessee shall conduct its operation on the property in compliance with, and shall not permit the property to be in violation of any applicable local, state, or federal environmental laws. Lessee shall obtain and maintain in effect all permits required by any environmental laws for the

property, and its uses, and shall furnish to **Lessor** copies of the permits upon request. **Lessee** shall comply with all reporting requirements of 42 U.S.C. 11001, et seq. (Emergency Planning and Community Right to Know Act). **Lessee** shall not handle, store, dispose of, or allow the handling, storage, or disposal of any hazardous waste as defined in 42 U.S.C. 6903(5), or hazardous substance as defined in 42 U.S.C. 9601(14), on the property, and shall not discharge any waste onto lands or any surface water or groundwater at or near the property. **Lessee** shall manage all hazardous substances and chemicals that it handles off-site, but in proximity to the subject property in accordance with all applicable laws and regulations. **Lessee** shall not bring onto the property any substances known to cause human injury, including, without limitation, cancer or reproductive toxicity, except those which are necessary for the prudent and necessary management of **Lessee's** lawful operations on the property. In addition, **Lessee** shall comply with all laws, regulations, and standards applicable to those substances.

- B. **Lessee** shall immediately advise **Lessor** in writing of (1) any and all governmental agencies regulatory proceedings or enforcement actions instituted or threatened, which require or could require investigation, mitigation, clean-up, alteration, or abatement of any conditions on the property; (2) all claims made or threatened by any party against **Lessee** or the property, relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any pollutant, or hazardous substance; and, (3) **Lessee's** discovery of any occurrence or condition on the property which might subject **Lessee**, **Lessor**, or the property to any restrictions on ownership, occupancy, transferability, or use of the property under any local, state, or federal environmental law.
- C. **Lessee** shall make and conduct regular investigations of the property to determine the presence thereon of any hazardous substance which may have been deposited on the property by any party, including third parties, and shall report any condition which indicates the presence of such substances immediately to **Lessor** and to the proper authorities. **Lessee** shall advise **Lessor**, upon request of all such investigations which had been made, the dates of such investigations, and the method of investigation. These investigations shall be made by **Lessee** not less than on a monthly basis. **Lessee**, in addition, shall take all reasonable precaution to prevent the dumping, discharge, or threatened discharge of any hazardous substance on the property by any third persons, and shall advise the **Lessor** in writing, upon request, of all such precautions which have been taken.

26. GOVERNING LAW:

- A. This Agreement shall be governed, interpreted, construed, and regulated by the laws of the State of Wyoming. Any litigation regarding this Lease shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.

27. MISCELLANEOUS COVENANTS:

- A. Time is of the essence in this Agreement and all obligations shall be performed in a timely manner.
- B. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors, heirs, devisees, and assigns.
- C.

28. TERMINATION OF LEASE AGREEMENT:

- A. The **Lessor** or the **Lessee** may terminate this Agreement anytime by providing thirty (30) days written notice to the other party of intent to terminate said Agreement. Notwithstanding the above, the **Lessee** shall not be relieved of liability to the **Lessor** through damages sustained by the **Lessee**, by virtue of termination of the Agreement by the **Lessee** or any breach of the Agreement by the **Lessee**.

29. WYOMING GOVERNMENTAL CLAIMS ACT:

- A. **The Lessor** 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 Lessor** specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

30. NO THIRD PARTY BENEFICIARY RIGHTS:

- A. 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.

31. ENTIRE AGREEMENT:

- A. This Agreement contains the entire agreement between the parties and it is agreed that neither **Lessor** nor anyone acting on its behalf has made any statements, promise, or agreement, or taken upon itself any engagement whatever, orally, or in writing, in conflict with the terms of this Agreement of that in any way modifies, varies, alters, enlarges, or invalidates any of its provisions, and that no obligation of **Lessor** shall be implied in addition to the obligations herein expressed.

The remainder of this page is intentionally left blank.

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

APPROVED AS TO FORM:

Walter Truesdell

ATTEST:

Fleur Tremel
City Clerk

LESSOR:

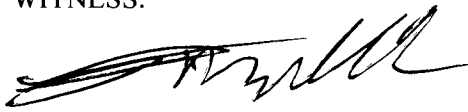
CITY OF CASPER, WYOMING
A Municipal Corporation

Ray Pacheco
Mayor

LESSEE:

Casper Skeet Club
P.O. Box 50081
Evansville, WY 82605

WITNESS:



By: Randy Morvelle

Title: Park's Manager



By: Robert L Meyer

Title: President

Attachment "A"

LEGAL DESCRIPTION

A parcel located in and being a portion of Tract 4, North Platte River Park, an addition to the City of Casper, Wyoming and also being a portion of the SW1/4, Section 28 and NW1/4, section 33, Township 34 N., Range 79 W. of the 6th Principal Meridian, Natrona County, Wyoming as depicted in Attachment "B" and being more particularly described by metes and bounds as follows:

Beginning at the northwest corner of the Parcel being described and from which point the northwesterly corner of said NW1/4, Section 33 bears S. 2° 26' 5" W., 329 feet; thence from said Point of Beginning and along the northerly line of said Parcel, N. 88° 34' 36" E., 176.1 feet to a point; thence N. 89° 28' 15" E., 49.01 feet to a point; thence S. 88° 9' 12" E., 64.2 feet to a point; thence S. 88° 17' 42" E., 153.58 feet to a point; thence S. 87° 33' 40" E., 324.91 feet to a point; thence S. 89° 33' 47" E., 90.91 feet to a point; thence S. 89° 34' 36" E., 182.23 feet to a point; thence N. 89° 7' 17" E., 136.28 feet to a point; thence N. 87° 55' 52" E., 108.72 feet to a point; thence N. 87° 25' 44" E., 214.2 feet to a point; thence N. 87° 25' 7" E., 186.41 feet to a point; thence N. 87° 58' 42" E., 799.84 feet to a point; thence S. 9° 37' 9" W., 818.9 feet to a point; thence S. 45° 0' 0" W., 583.42 feet to a point; thence N. 80° 11' 21" W., 134.19 feet to a point; thence S. 41° 17' 53" W., 300 feet to a point; thence S. 15° 14' 34" E., 491.47 feet to a point; thence S. 24° 58' 0" W., 475.25 feet to a point; thence S. 50° 24' 17" W., 59.31 feet to a point; thence N. 61° 51' 17" W., 162.98 feet to a point; thence N. 69° 36' 44" W., 295.39 feet to a point; thence N. 73° 3' 4" W., 1092.14 feet to a point; thence N. 0° 43' 3" W., 1832.69 feet to the Point of Beginning and containing 97.5 acres, more or less.

A map of the leased premises, titled "Pronghorn Skeet & Trap Facility Casper, WY," is attached hereto as "Attachment B," and is hereby made a part of this Lease Agreement.



ATTACHMENT "B"

**PRONGHORN SKEET & TRAP FACILITY
NORTH PLATTE RIVER PARK**

**CASPER, NATRONA COUNTY, WYOMING
97.50 ACRES
NW QUARTER SECTION 33, T34N., R79W.
OF THE 6TH PRINCIPAL MERIDIAN**



RESOLUTION NO. 22-94

A RESOLUTION AUTHORIZING A LEASE AGREEMENT
WITH THE CITY OF CASPER AND THE CASPER SKEET
CLUB.

WHEREAS, the City of Casper is the owner of the Casper Skeet Facility and all the facilities and fixtures thereof; and,

WHEREAS, Casper Skeet Club has expressed an interest in operating the Casper Skeet Facility to provide sport shooting to the general public; and,

WHEREAS, Casper Skeet Club, is ready, willing and able to operate the Casper Skeet Facility to provide sport shooting to the general public; and,

WHEREAS, the City of Casper desires to enter into a Lease Agreement with the Casper Skeet Club to provide sport shooting to the general public.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, the Lease Agreement with the Casper Skeet Club, for the operation of the Casper Skeet Facility to provide sport shooting to the general public.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2022.

APPROVED AS TO FORM:



ATTEST:


CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Ray Pacheco
Mayor

June 7, 2022

MEMO TO: His Honor, The Mayor, and Members of City Council

FROM: J. Carter Napier, City Manager 

SUBJECT: Authorizing the Appointment of a Member to the Casper Natrona County Travel and Tourism Board

Meeting Type & Date

Regular Council Meeting, June 7, 2022.

Action Type

Minute Action.

Recommendation:

That Council, by minute action, authorize the appointment of Cole Montgomery to the Casper Natrona Travel and Tourism Board.

Summary:

The Travel and Tourism Board has one (1) member, Kevin Hawley whose term will expire on June 30, 2022. As this is Mr. Hawley's second consecutive term, he is not eligible for reappointment. The board advertised for the open position and received six applications. After interviewing the candidates, the board would like to appoint Mr. Montgomery to join the board. This will be his first three-year term with the term ending on June 30, 2025. At that time he will be eligible to apply for reappointment for one (1) additional three (3) year term beginning July 1, 2025 and expiring June 30, 2028.

Financial Considerations:

No Financial Considerations.

Oversight/Project Responsibility:

Casper Natrona County Travel and Tourism Board.

Attachments:

Natrona County Travel and Tourism Board recommendation letter.

Copy of Advertisement

Natrona County Travel and Tourism Certification Form.

Cole Montgomery Application



CASPER AREA CONVENTION
& VISITORS BUREAU
139 WEST 2nd STREET, SUITE 1B
CASPER, WYOMING 82601

June 7, 2022

Casper City Council
200 N. David
Casper WY 82601

To the Honorable Mayor Pacheco and Casper City Council Members,

On behalf of the Natrona County Travel and Tourism Council, I am writing to ask that the City of Casper please consider appointing Cole Montgomery, with Stifel Investment Services, to the Natrona County Travel and Tourism Council.

Per Council's request, the Casper Area Convention & Visitor's Bureau advertised the open position to replace Kevin Hawley from David Street Station in the April 8th and April 10th editions of the Casper Star Tribune. We received six applications from well-qualified candidates. After interviewing the applicants and after extensive discussion, our organization believes Cole Montgomery is a solid candidate who will help move our mission forward.

If you agree to appoint Cole Montgomery to a three-year term (July 1, 2022 – June 30, 2025) please complete and return the attached appointment form to our office at your earliest convenience. Feel free to contact me if you would like additional information or have questions.

In appreciation,

A handwritten signature in black ink, appearing to read "Jim Ruble".

Jim Ruble
Chairman

HELP GROW TOURISM IN NATRONA COUNTY

The Natrona County Travel & Tourism Council is looking for a talented volunteer board member to lead and strengthen tourism in Natrona County. If you work in the tourism/hospitality industry, can contribute a few hours each month and are interested in exploring this opportunity, please call 307-234-5362 or email Visitors@VisitCasper.com for an application. This is a 3-year term.





CASPER AREA CONVENTION
& VISITORS BUREAU
139 WEST 2nd STREET, SUITE 1B
CASPER, WYOMING 82601

Casper City Council
Casper, Wyoming

The Joint Powers Agreement establishing the Natrona County Travel and Tourism Council was entered into by and between Natrona County, City of Casper, Town of Evansville, Town of Mills, Town of Bar Nunn, Town of Edgerton, and Town of Midwest, hereinafter collectively referred to as “Participating Agencies”.

The Natrona County Travel and Tourism Council shall consist of nine members, all of whom shall be residents of Natrona County, Wyoming.

Each Participating Agency shall appoint one member, except the City of Casper and Natrona County, who shall each appoint two members. The majority of the Board membership shall consist of representatives of the travel and tourism industry.

Appointments for a full term shall be for three years. Board members may be reappointed upon mutual agreement. The respective Participating Agency shall make appointments to fill unexpired terms of retiring board members. All board appointments shall be subject to revocation by the Participating Agency making such appointment.

This is to certify that by action of the Casper City Council, Casper, Wyoming taken on June 7, 2022, Cole Montgomery is appointed to serve on the Natrona County Travel and Tourism Council for a three-year term, July 1, 2022 through June 30, 2025.

CASPER CITY COUNCIL
OF CASPER, WYOMING

Ray Pacheco, Mayor

ATTEST:

Fleur Tremel, City Clerk

Date



Application to Serve on the
Natrona County Travel & Tourism Council



If you are interested in being appointed to the Natrona County Travel & Tourism Council (NCTTC) / Visit Casper) Board of Directors, please complete the following application.

Requirements for Board appointment:

- All members of the Council must be residents of Natrona County.
- A majority of the 9-member board shall own/operate tourism related businesses.
- Members are appointed for a 3-year term.

Full Name: Cole Montgomery

Physical Address: [REDACTED]

Mailing Address: _____

Telephone No: [REDACTED] Cell No: [REDACTED]

Email: [REDACTED]

Are you a resident of Natrona County? Yes No

Do you own or operate a tourism-related business in Natrona County? Yes No

Please answer each of the following questions:

1. What is your primary reason for seeking appointment to the Natrona County Travel & Tourism Council?

The main reason that I am seeking appointment to the NCTTC is to get more involved in the community. I have seen the trend that Casper in particular has been on in the last few years and it is exciting to see. I know that I want to be a part of that continued growth by being involved in the idea sharing on the board to come up with actionable plans that can continue to drive Natrona County as a top destination in Wyoming.

2. Have you served on a Board before? Yes No

If yes, please explain, including positions held and committees on which you served.

I have served on the Wyoming Academic Decathlon Board for 7 yrs. It is a rather small board so there is no sub committees needed.

3. Our bylaws require Board members to attend a minimum of 75% of all scheduled meetings. (Visit Casper meets monthly and holds special meetings as necessary.)

A. Are you able and willing to make this commitment? Yes [] No

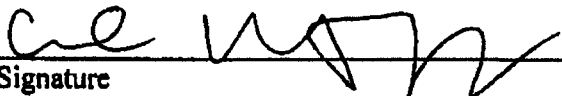
B. Are you willing to serve the Board as a working member? Yes [] No

4. Do you have particular skills or strengths from serving in other organizations (i.e. fundraising, policy development, fiscal, etc.)?

As a financial advisor I have the opportunity to work with quite a few organizations, and have been involved in planned giving campaigns, investment policy statements development and various other things pertaining to financials for these organizations.

5. What ideas would you bring to Visit Casper and the tourism industry?


A few ideas would be working with our partners to further economic development by bringing more industries here and capitalize on the ones already coming, for instance Scottsdale Mint. In my opinion the more economic activity an area has the more lure it generates for tourism. I also think there is a big opportunity to pull tourism from surrounding areas with the addition of the Mormon Temple, and being able to portray that with Casper's location on these historic trails and the museums we have documenting these times.


Signature

5-11-22
Date

Please submit an application to Visit Casper by 5:00 p.m. on Friday, May 20, 2022. Documents may be hand delivered, mailed, or e-mailed.

May 27, 2022

TO: J. Carter Napier, City Manager 

FROM: Fleur Tremel, City Clerk/Assistant to the City Manager

SUBJECT: Wyoming Association of Municipalities Legislative Agenda Resolution Amendment

Meeting Type & Date

Council Meeting, June 7, 2022

Recommendation

That Council, by minute action, authorize the correction of one Wyoming Association of Municipalities resolution as part of Casper's submission to Wyoming Association of Municipalities' legislative priority considerations for 2023.

Summary

As a first step in developing the 2023 Wyoming legislative agenda for both Wyoming Association of Municipalities (WAM) and the City of Casper, attached is an additional resolution for Council to consider authorizing as another submission to WAM. WAM will review all member-submitted resolutions at its summer meeting and select the WAM priorities for the 2023 Wyoming legislative session.

This prioritized legislative agenda has resulted in a more strategic legislative effort for municipalities throughout Wyoming with successful outcomes. While this process may result in more success for municipalities as a whole, it may exclude important City of Casper legislative issues and may not give legislative issues the same priority Council would give.

Council previously authorized the submission of six resolutions to be submitted to WAM. One resolution has now been amended to include the creation of a tavern license. This license would be a middle ground between a bar and grill and a retail liquor license. While it would not require food sales, it would not allow for offsite consumption or package sales. In summary, staff is seeking Council's authorization on the amendment to the resolution to resubmit for consideration for WAM's 2023 Legislative Agenda.

Financial Considerations

Financial considerations include the staff time and travel expenses that would be dedicated to advocating for the WAM-selected agenda.

Oversight/Project Responsibility

J. Carter Napier, City Manager
Fleur Tremel, Assistant to the City Manager

Attachments

Amended WAM resolution

RESOLUTION No. XXXXX

**A RESOLUTION TO AMEND STATE STATUE TO
CREATE A PROCESS TO SET RETAIL LIQUOR
LICENSE FEES WITHIN A MUNCIPALITY AT A FAIR
MARKET VALUE AND CREATE A TAVERN LIQUOR
LICENSE**

WHEREAS, the City of Casper recognizes the need for improvement for quality of life throughout Casper through existing residents as well as prospective new residents, and

WHEREAS, due to recent census data and the current structure of State Statutes on Liquor Licenses it has been determined by the City of Casper that the State Statutes are stifling economic growth, and

WHEREAS, the City of Casper recognizes that tourism is the number two industry in Wyoming, and

WHEREAS, the City of Casper has recognized the entrepreneurial spirit of license applicants, causing the governing bodies to be placed in a precarious situation of picking “winners and losers” amongst a variety of qualified candidates. The City of Casper believes this is detrimental to a free market economy, and

WHEREAS, the City of Casper has recognized the necessity of local control regarding liquor licenses as it is the municipality who administers the emergency services and law enforcement and incurs the associated costs, and

WHEREAS, the current retail liquor licenses sold by municipalities are set at a fee of \$1,500; and

WHEREAS, once they are purchased from a municipality they can be sold directly to other owners and be transferred without reverting back to local government; and

WHEREAS, retail liquor licenses are limited by population and owners sell their licenses at a premium; and

WHEREAS, because some retail liquor licenses are sold for hundreds of thousands of dollars, the current system is inequitable to buyers who are not able to buy directly from local government and inequitable to local government that misses out on the \$1,500 fee; and;

WHEREAS, the City of Casper requests the Wyoming Association⁶¹⁰ of Municipalities to draft a similar resolution to set the create a new “tavern” liquor license, and

~~WHEREAS, the current retail liquor licenses sold by municipalities are set at a fee of \$1,500; and~~

~~WHEREAS, once they are purchased from a municipality they can be sold directly to other owners and be transferred without reverting back to local government; and~~

~~WHEREAS, retail liquor licenses are limited by population and owners sell their licenses at a premium; and~~

~~WHEREAS, because some retail liquor licenses are sold for hundreds of thousands of dollars, the current system is inequitable to buyers who are not able to buy directly from local government and inequitable to local government that misses out on the \$1,500 fee.~~

WHEREAS, the "Tavern" license would allow municipalities to award a license for an establishment to have a bar, but not be required to serve food, however it would not allow for offsite consumption or package liquor sales; and

WHEREAS, the "Tavern" license would be non-transferable and the City would have an unlimited number to award; and

WHEREAS, the "Tavern" license which is neither Bar and Grill license nor Retail Liquor license would cost more than a bar and grill license, but less than the fair market value of a retail liquor license.

NOW, THEREFORE, BE IT RESOLVED that the City of Casper supports such legislation as may be necessary to change state statute to develop a system based on fair market value that is fair to buyers and enhances revenue for ~~municipalities~~municipalities.

BE IT FURTHER RESOLVED that the City of Casper supports such legislation as may be necessary to change state statute to develop a new liquor license to help support economic growth and development.

RESOLUTION No. XXXXX

A RESOLUTION TO AMEND STATE STATUE TO
CREATE A PROCESS TO SET RETAIL LIQUOR
LICENSE FEES WITHIN A MUNCIPALITY AT A FAIR
MARKET VALUE AND CREATE A TAVERN LIQUOR
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WHEREAS, the City of Casper recognizes the need for improvement for quality of life throughout Casper through existing residents as well as prospective new residents, and

WHEREAS, due to recent census data and the current structure of State Statutes on Liquor Licenses it has been determined by the City of Casper that the State Statutes are stifling economic growth, and

WHEREAS, the City of Casper recognizes that tourism is the number two industry in Wyoming, and

WHEREAS, the City of Casper has recognized the entrepreneurial spirit of license applicants, causing the governing bodies to be placed in a precarious situation of picking “winners and losers” amongst a variety of qualified candidates. The City of Casper believes this is detrimental to a free market economy, and

WHEREAS, the City of Casper has recognized the necessity of local control regarding liquor licenses as it is the municipality who administers the emergency services and law enforcement and incurs the associated costs, and

WHEREAS, the current retail liquor licenses sold by municipalities are set at a fee of \$1,500; and

WHEREAS, once they are purchased from a municipality they can be sold directly to other owners and be transferred without reverting back to local government; and

WHEREAS, retail liquor licenses are limited by population and owners sell their licenses at a premium; and

WHEREAS, because some retail liquor licenses are sold for hundreds of thousands of dollars, the current system is inequitable to buyers who are not able to buy directly from local government and inequitable to local government that misses out on the \$1,500 fee; and

WHEREAS, the City of Casper requests the Wyoming Association of Municipalities to draft a similar resolution to set the create a new “tavern” liquor license, and

WHEREAS, the “Tavern” license would allow municipalities to award a license for an establishment to have a bar, but not be required to serve food, however it would not allow for offsite consumption or package liquor sales; and

WHEREAS, the “Tavern” license would be non-transferable and the City would have an unlimited number to award; and



WHEREAS, the “Tavern” license which is neither Bar and Grill license nor Retail Liquor license would cost more than a bar and grill license, but less than the fair market value of a retail liquor license.

NOW, THEREFORE, BE IT RESOLVED that the City of Casper supports such legislation as may be necessary to change state statute to develop a system based on fair market value that is fair to buyers and enhances revenue for municipalities.

BE IT FURTHER RESOLVED that the City of Casper supports such legislation as may be necessary to change state statute to develop a new liquor license to help support economic growth and development.

BUILDING STRONG COMMUNITIES

May 31, 2022

MEMO TO: J. Carter Napier, City Manager 
FROM: Jill Johnson, Financial Services Director 
SUBJECT: Fiscal Year 2022-2023 Proposed Budget Summary

Meeting Type & Date

Regular Council Meeting
June 7, 2022

Action type

Minute Action

Recommendation

That Council, by minute action, authorizes inclusion of Fiscal Year 2022-2023 Summary Proposed Budget into the minutes of the June 7, 2022, Regular Council meeting.

Summary

By Wyoming State Statute 16-4-109(a), a Summary Proposed Budget is to be entered into the minutes and published at least one (1) week before the public hearing date. To meet this requirement, the attached Summary of the Fiscal Year 2022-2023 Proposed Budget is hereby submitted for inclusion in the June 7, 2022 minutes.

On June 21, 2022 a public hearing will be held for presentation of the Fiscal Year 2022-2023 Budget. W.S.S. 16-4-109(b) further requires that within twenty-four (24) hours of the conclusion of the public hearing the Council shall adopt the budget, which, subject to future amendments, shall be in effect for the next fiscal year. Prior to adoption, the Requested Budget Summary is subject to change, after review by the City Council.

Financial Considerations

N/A

Oversight/Project Responsibility

Jill Johnson, Financial Services Director

Attachments

Summary Fiscal Year 2022-2023 Budget

<i>Fund</i>	<i>Revenue</i>	<i>Expense</i>	<i>Net Decrease (Increase)</i>
General Fund	(\$51,926,377)	\$51,926,377	\$0
Opportunities Fund	(\$99,132)	\$1,189,512	\$1,090,380
Perpetual Care Fund	(\$340,669)	\$330,736	(\$9,933)
Local Assessment District Fund	(\$108,788)	\$124,912	\$16,124
Metro Animal Fund	(\$1,476,303)	\$1,647,955	\$171,652
River Fund	(\$6,977,762)	\$6,873,510	(\$104,252)
CARES Act Funding	\$0	\$0	\$0
Weed & Pest Fund	(\$802,897)	\$725,615	(\$77,282)
CDBG Program Fund	\$0	\$0	\$0
Special Fire Assistance Fund	(\$310,911)	\$310,911	\$0
Revolving Land Fund	(\$1,730,849)	\$690,150	(\$1,040,699)
Police Grants Fund	(\$222,509)	\$222,509	\$0
Public Transit Fund	(\$3,258,798)	\$3,258,798	\$0
Metropolitan Planning	(\$1,439,416)	\$1,439,416	\$0
Public Safety Communications	(\$2,933,431)	\$2,824,562	(\$108,869)
Redevelopment Loan Fund	(\$63,157)	\$63,157	\$0
Capital Projects Fund	(\$23,229,487)	\$26,625,600	\$3,396,113
Water Distribution Fund	(\$15,285,221)	\$16,694,218	\$1,408,997
Water Treatment Plant Ops Fund	(\$3,830,789)	\$3,830,789	\$0
Sewer Fund	(\$6,942,876)	\$8,044,584	\$1,101,708
Wastewater Treatment Plant	(\$6,993,641)	\$7,438,806	\$445,165
Refuse Collection Fund	(\$10,056,082)	\$9,720,097	(\$335,985)
Balefill Fund	(\$8,349,686)	\$8,161,755	(\$187,931)
Aquatics Fund	(\$1,224,376)	\$1,224,376	\$0
Golf Course Fund	(\$958,000)	\$1,070,907	\$112,907
Ice Arena Fund	(\$595,453)	\$595,453	\$0
Recreation Center Fund	(\$1,217,324)	\$1,217,324	\$0
Hogadon Fund	(\$1,015,949)	\$1,015,949	\$0
Ford Wyoming Center Fund	(\$992,219)	\$992,219	\$0
Parking Fund	(\$16,977)	\$48,729	\$31,752
Fleet Maintenance Fund	(\$3,417,927)	\$3,417,927	\$0
Buildings and Structures Fund	(\$1,541,399)	\$1,541,399	\$0
Health Insurance Fund	(\$25,576)	\$417,324	\$391,748
Property Insurance Fund	(\$2,612,012)	\$2,244,711	(\$367,301)
<i>Total</i>	(\$159,995,993)	\$165,930,287	\$5,934,294